



LOS ALAMOS

County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final County Council - Regular Session

Randall Ryti, Council Chair; James Robinson, Vice-Chair; Denise Derkacs; David Izraelevitz; David Reagor; Sara Scott, and Sean Williams, Councilors

Tuesday, February 23, 2021

6:00 PM

Due to COVID-19 concerns, meeting will be conducted remotely. Public can view proceedings at <http://losalamos.legistar.com/Calendar.aspx>, <https://zoom.us/j/92738640267> or locally on cable channel 8

Members of the Public can, also, join this meeting session to make public comment via Zoom by pasting into their browser the following:

<https://zoom.us/j/92738640267> once the session has started.

or by Telephone:

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: 927 3864 0267

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 are not otherwise included in this agenda.

4. APPROVAL OF AGENDA

5. COVID-19 SITUATIONAL UPDATE

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The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further Council consideration in the agenda section entitled "Business."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 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. [RE0454-21](#) Incorporated County of Los Alamos Resolution No. 21-03, Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2022 Municipal Arterial Program for the Canyon Road Improvements Project.

Presenters: Anne Laurent, Public Works Director

Attachments: [A – Incorporated County of Los Alamos - Resolution 21-03](#)
[B - Grant Analysis & Financial Matrix Form](#)
[C - Legal Notice of Publication](#)

- B. [13775-21](#) Board/Commission Appointment - Transportation Board

Presenters: Anne Laurent, Public Works Director

Attachments: [A - Transportation Board Member Roster](#)
[B - Interview Packet - Georgia Strickfaden](#)
[C - Interview Packet - Catherine Erwin-Renfo](#)
[D - Interview Packet - Natalie Morgan](#)
[E - Interview Panel Recommendations](#)

- C. [13797-21](#) Annual Road Mileage Certification for the New Mexico Department of Transportation.

Presenters: Anne Laurent, Public Works Director

Attachments: [A - Annual Mileage Certification Letter](#)

- D. [13827-21](#) Consideration of Budget Revision 2021-32 (Midyear Grants & Affordable Housing Infrastructure)

Presenters: Helen Perraglio, Chief Financial Officer and Karen Kendall, Budget and Performance Manager

Attachments: [A - Budget Revision 2021-32](#)

- E. [13898-21](#) Approval of Services Agreement No. AGR21-944 with Kutak Rock, LLP, in the Amount of \$350,000, plus Applicable Gross Receipts Tax, for a seven year term for the Purpose of Legal Advice and Counsel to the County on any Federal Issues or any Other Legal Issues.

Presenters: Harry Burgess, County Manager

Attachments: [A - AGR21-944 Kutak Rock LLP FINAL](#)

8. **INTRODUCTION OF ORDINANCE(S)**

- A. [CO0600-21](#) Incorporated County of Los Alamos Code Ordinance 02-311: An Ordinance Amending Portions of Chapter 30, Article II, Relating to Labor Management Relations

Presenters: Alvin Leaphart, County Attorney

Attachments: [A - CODE ORDINANCE 02-311_HIGHLIGHTED LEGISLATIVE FORMAT](#)
[B - CODE ORDINANCE 02-311_CLEAN](#)

9. **PUBLIC HEARING(S)**

- A. [OR0877-21b](#) Public Hearing for Incorporated County of Los Alamos Ordinance No. 706; Loan/Grant Agreement with the New Mexico Finance Authority for Otowi Well #2 Pump House and Equipment and Otowi Well #4 Motor Control Center Project

Presenters: Bob Westervelt, Deputy Utilities Manager - Finance/Admin

Attachments: [A - Ordinance No. 706](#)
[B - Loan and Subsidy Agreement](#)
[C - Vicinity Map](#)
[D - Notice of Public Hearing](#)

10. **BUSINESS**

- A. [RE0456-21](#) Incorporated County of Los Alamos Resolution No. 21-04: A Resolution Opposing House Bill 4 of the First Session of the 55th Legislature; Urging the New Mexico Legislature to Provide More Resources for Behavioral Health Prevention and Treatment, Since Behavioral Health Issues are the Root Cause of Many Civil Rights Claims Against Local Governments; and Recommending Damage Caps on Any New Civil Rights Cause of Action as Well as Funding for Any Increased Costs Associated with it.

Presenters: County Council - Regular Session

Attachments: [A - NOTICE OF PUBLIC HEARING OF RESOLUTION NO. 21-04](#)
[B - INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-04](#)
[C - AMENDED RESOLUTION NO. 21-04](#)

- B. [RE0455-21](#) Incorporated County of Los Alamos Resolution No. 21-05, A Resolution Calling on the Governor and State Health Officials to End the School and Business Lockdown to Ensure the Social and Mental Health of the Los Alamos Community.

Presenters: County Council - Regular Session

Attachments: [A - Publication Notice for Resolution No. 21-05](#)
[B - Resolution No. 21-05](#)

11. COUNCIL BUSINESS

A. *Appointments*

B. *Board, Commission and Committee Liaison Reports*

C. *County Manager's Report*

- 1) [13811-21](#) County Manager's Report for February 2021

Presenters: Harry Burgess, County Manager

Attachments: [A - February County Manager's Update](#)

D. *Council Chair Report*

E. *General Council Business*

- 1) [13920-21](#) Consideration and possible action on waiving the attorney-client privilege enjoyed by the memorandum of law dated December 14, 2020 from Alvin Leaphart, County Attorney, to the County Council titled Opinion Regarding Proposed Purchase and Sale Agreement for CB Fox Building.

Presenters: County Council - Regular Session

F. *Approval of Councilor Expenses*

G. *Preview of Upcoming Agenda Items*

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

Staff Report

February 23, 2021

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

Approval of Consent Agenda:

Recommended Action

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

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



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

February 23, 2021

Agenda No.: A.

Index (Council Goals): * 2020 Council Goal - Expand Transportation and Mobility Options and Address Parking Challenges

Presenters:

Legislative File: RE0454-21

...Title

Incorporated County of Los Alamos Resolution No. 21-03, Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2022 Municipal Arterial Program for the Canyon Road Improvements Project.

...Recommended Action

I move that Council approve Incorporated County of Los Alamos Resolution No. 21-03, Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2022 Municipal Arterial Program for the Canyon Road Improvements Project.

...County Manager's Recommendation

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

...Body

On January 19, 2021, the County received correspondence from the New Mexico Department of Transportation soliciting applications that provides funding assistance for street improvements to municipalities through the state of New Mexico Municipal Arterial Program (MAP).

Funds awarded through MAP are distributed statewide, are limited, and must be expended with FY22 construction season. If the County's application is successful, funds will be utilized to offset road construction cost for the reconstruction and pavement rehabilitation of Canyon Road from Diamond Drive to Central Avenue, a project programmed in FY22 Capital Improvement Program (CIP) in the amount of \$2,000,000.00. The Canyon Road project is programmed in accordance with the 5-Year Road Reconstruction CIP which is based upon pavement condition ratings.

As part of NMDOT's application requirements and in accordance with the County's grant application policy, a Council resolution of support authorizing the application is required (Attachments A & B). The Attorney's Office has reviewed the attached resolution and has been published as required by County Code (Attachment C).

...Fiscal and Staff Impact/Planned Item

The total funding requested in the amount of \$400,000.00 would consist of \$300,000.00 (75% State Share) and \$100,000.00 (25% County match). Funds for the County's share is programmed in the FY 2022 Roadway Capital Improvement Program.

The Public Works Department will oversee the contract work and administer the grant in

cooperation with the County's Finance Division.

...Attachments

A - Incorporated County of Los Alamos - Resolution 21-03

B - Grant Analysis & Financial Matrix Form

C - Legal Notice of Publication

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-03

A RESOLUTION OF SUPPORT AUTHORIZING APPLICATION FOR FUNDING ASSISTANCE TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION THROUGH THE FISCAL YEAR 2022 MUNICIPAL ARTERIAL PROGRAM FOR THE CANYON ROAD IMPROVEMENTS PROJECT

WHEREAS, pursuant to Section 67-3-28.2, NMSA 1978, assistance for local road construction and repair is available through the New Mexico Department of Transportation (NMDOT) from the Local Government Road Fund; and

WHEREAS, the Incorporated County of Los Alamos ("County") wishes to submit a grant application for Fiscal Year 2022 ("FY22") Municipal Arterial Program ("MAP") funds in the amount of Four Hundred Thousand Dollars (\$400,000.00) for the Canyon Road Improvements Project; and

WHEREAS, the Canyon Road Improvements Project is an eligible project under the New Mexico MAP program; and

WHEREAS, to obtain funds from the Local Government Road Fund, a local government shall agree to provide matching funds pursuant to Section 67-3-32, NMSA 1978; and

WHEREAS, County acknowledges the MAP requires a 25% local match and County shall have funds available to pay all costs upfront, as MAP is a cost reimbursement program; and

WHEREAS, County agrees, to the extent permitted by New Mexico law and subject to a budget approved by the Los Alamos County Council, to pay any costs that exceed the project amount if the application is selected for funding; and

WHEREAS, County agrees to maintain the project constructed with MAP funding for the useable life of the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos that:

Section 1. The Los Alamos County Council, by adopting this Resolution, does hereby authorize the County Engineer to submit an application for FY22 Municipal Arterial Program ("MAP") funds in the amount of Four Hundred Thousand Dollars (\$400,000.00) to the New Mexico Department of Transportation ("NMDOT") on behalf of the citizens of the County.

Section 2. County assures the NMDOT that if MAP funds are awarded, sufficient funding for the local match and for upfront project costs are available, since MAP is a reimbursement program, and that any costs exceeding the award amount shall be paid by County, to the extent permitted by New Mexico law and subject to a budget approved by the Los Alamos County Council.

Section 3. County assures the NMDOT that if awarded MAP funds, sufficient funding for the operation and maintenance of the MAP project shall be available for the life of the project, to

the extent permitted by New Mexico law and subject to a budget approved by the Los Alamos County Council.

Section 4. The County Manager is authorized to enter into a Cooperative Project Agreement with the NMDOT for construction of the MAP project using these funds as set forth by the New Mexico Department of Transportation on behalf of the citizens of the County. The County Engineer is also authorized to submit additional information as may be required and act as the official representative of County in this and subsequent related activities.

Section 5. County assures the NMDOT that County is willing and able to administer all activities associated with the proposed project.

PASSED AND ADOPTED this 23rd day of February 2021.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS, NEW MEXICO**

**Randall T. Ryti,
Council Chair**

ATTEST:

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

County of Los Alamos
GRANT ANALYSIS AND FINANCIAL MATRIX FORM

This form is to be completed and submitted for review and approval *prior* to applying for any grant on behalf of the County of Los Alamos.

GRANT APPLICANT:

Matrix Form Submission Status: Initial Revised
Name of Department: Public Works
Name of Department Head: Anne Laurent
Contact Information: Email: anne.laurent@lacnm.us Phone # 662-8106
Person Completing This Form: Eric Ulibarri
Contact Information: Email: eric.ulibarri@lacnm.us Phone # 662-8212

GRANT INFORMATION:

Grant Agency/Source NMDOT Name of Grant Program Municipal Arterial Program
Application Submission Deadline: 03/15/2021
Federal Grantor/Program Title: NA/State Program
Federal CFDA Number: NA
Check Only One: Federal Direct OR Federal Indirect
State Grantor/Program Title: NMDOT/Municipal Arterial Program
Private Organization: NA
Grant **Application:** \$300,000.00 **Match:** \$100,000 (25%) **Total:** \$400,000.00
Estimated Date for Notice of Award (if awarded): 05/15/2021
Does Grant include loan component? Yes No
Loan Terms (interest rate, years to repay) NA

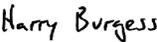
Review and Approvals

Department Head:  2/4/2021
Signature Date

Other Department Head: _____
Date

Budget Manager:  2/5/2021
Date

Finance Grants Mgr:  2/5/2021
Date

County Manager:  2/5/2021
Signature Date

Date to Council for Approval to Apply for Grant: February 23, 2021

Describe the purpose of the grant and what will be accomplished: The Grant would aid in the funding of a roadway reconstruction project along a segment of Canyon Road between Diamond Drive and Central Ave to include ADA improvements and correct any drainage deficiencies.

A. Grant Budget

Expense Type	Grant	Match/In Kind Requirement	Budget Authority (Yes or No)
Operational	\$ 0	\$ 0	NA
Outside Services	\$ 0	\$ 0	NA
Capital Outlay	\$ 300,000 Estimated	\$100,000 Estimated	No, pending award
TOTAL	\$ 300,000 Estimate	\$100,000 Estimated	No, pending award

B. Source of Match/In Kind: CIP

C. Will a budget revision be required if grant awarded? Yes X No _____

D. Do the resources exist in your department to accomplish the goals of the grant? Yes

E. Will resources (\$ or people) from another department be required? Yes ___ No X

If yes, describe: _____

F. Frequency of reporting requirement Monthly X Quarterly ___ Annually _____

G. Frequency of pay requests for reimbursement Monthly X Quarterly _____ Annually _____

H. What, if anything, is the County's obligation (personnel or \$) beyond the life of the grant? NA

I. Is the County the final recipient of the grant proceeds or will there be a sub-recipient?
County is final recipient

J. Who within the department will have responsibility for this grant?

Programmatic Reporting? Eric Ulibarri

Financial Reporting? Eric Ulibarri/David Griego

**NOTICE OF RESOLUTION NO. 21-03
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. 21-03. This will be considered by the County Council at a virtual meeting on Tuesday, February 23, 2021, at 6:00 p.m., at 1000 Central Ave, Los Alamos, New Mexico 87544. The format used will comply with the New Mexico Department of Health's public emergency order governing mass gathering because of COVID-19. Public, in-person attendance will not be allowed. Members of the public can view the agenda and live stream the meeting using this link below: <http://losalamos.legistar.com/Calendar.aspx> The meeting will also be broadcast live on cable television on PAC-8, the local community station. Members of the public wishing to attend may participate and provide public comment via Zoom, by linking to the following URL address, or by calling the conference call lines listed below:

Please click the link below to join the webinar:

<https://zoom.us/j/92738640267>

Or iPhone one-tap:

US: +12532158782, 92738640267# or +13462487799, 92738640267#

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: 927 3864 0267

International numbers available: <https://zoom.us/u/adte5XNAFH>

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. 21-03
A RESOLUTION OF SUPPORT AUTHORIZING APPLICATION FOR FUNDING ASSISTANCE TO THE
NEW MEXICO DEPARTMENT OF TRANSPORTATION THROUGH THE FISCAL YEAR 2022
MUNICIPAL ARTERIAL PROGRAM FOR THE CANYON ROAD IMPROVEMENTS PROJECT**

Council of the Incorporated County of Los Alamos

By: /s/Randall T. Ryti, Council Chair

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

LA Daily Post

Publication Date: Thursday, February 11, 2021

Type of Publication: Notice of Public Hearing of Resolution No. 21-03



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

February 23, 2021

Agenda No.: B.
Index (Council Goals):
Presenters: Anne Laurent, Public Works Director
Legislative File: 13775-21

Title

Board/Commission Appointment - Transportation Board

Recommended Action

I nominate Georgia Strickfaden, Catherine Erwin-Renfro and Natalie Morgan to fill three of six vacancies on the Transportation Board which will begin March 1, 2021 and will end on February 28, 2023.

Body

The purpose of this item is to fill three of six vacancies on the Transportation Board. The vacancies are a result of two members who are term limited and one member who no longer wishes to serve on the board.

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.

The interview panel is recommending appointment of the following applicants:

Georgia Strickfaden [R]

Catherine Erwin-Renfro [R]

Natalie Morgan [DTS]

The nominees party affiliation has been verified with the Clerk's Office.

Ms. Strickfaden, Ms. Erwin-Renfro and Ms. Morgan were interviewed by an interview committee on January 29, 2021. The interview committee recommends appointing all three applicants. The Transportation Board has maintained two to three vacancies and only received/appointed one other applicant since the beginning of 2020.

The interview committee consisted of the following:

Council Liaison: Denise Derkacs

Board Chair: Kyle Wheeler

Public Works Director: Anne Laurent

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.

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

Attachments

- A - Transportation Board Member Roster
- B - Application and Interview Packet for Georgia Strickfaden
- C - Application and Interview Packet for Catherine Erwin-Renfro
- D - Application and Interview Packet for Natalie Morgan
- E - Interview Panel Recommendations



Board Roster



David Schiferl

2nd Term Mar 01, 2019 - Feb 28, 2021

Position TB2

Office/Role Vice-Chair

Category - D



Kyle T Wheeler

2nd Term Mar 01, 2019 - Feb 28, 2021

Position TB1

Office/Role Chair

Category - D



Sarah Nichols

1st Term Mar 01, 2019 - Feb 28, 2021

Position TB3

Office/Role Member

Category - D



David North

1st Term Mar 01, 2020 - Feb 28, 2022

Position TB4

Office/Role Member

Category - D



Vacancy

1st Term - March 1, 2021 - Feb 28, 2023



Vacancy

Partial Term - March 1, 2020 - Feb 28, 2022



Vacancy

Partial Term - March 1, 2020 - Feb 28, 2022

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.

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.

Georgia

First Name

W

Middle Initial

Strickfaden

Last Name

[Redacted]

Street Address

[Redacted]

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

[Redacted]

Email Address

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

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

Republican

Registered to vote in Los Alamos?

Yes No

How did you learn of this Board/Commission vacancy?

newspaper, County Line

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.)

Interests & Experiences

Which Boards would you like to apply for?

None Selected

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

Multi-modal transportation is important to quality of life in Los Alamos. I'm pleased with what the T-Board has accomplished so far and wish to be a part of that success moving forward.

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

Ran a van tour company; walking tour guide for History Museum; horse rider and bicyclist; avid hiker

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. Newly retired, rested during pandemic curtailment of commitments, have always been interested in activities of T-board.

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 did not apply for Tourism Implementation Task Force, and I see that T-board rightly has duties with Tourism. That is my expertise and experience, besides observing driving, road conditions, pedestrian and bicycle behaviors, during my countless hours, days, years of seeing what is going on in transportation related activities in the county. Also, I am a strong proponent of public transit--using it when I can.

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 highly respect Ann Laurent and am glad she's back in Los Alamos. Barbara Lai has been a huge asset in identifying historic places in LAC.

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 would like to develop a "guide" for using ACTransit for accessing historic trails, or suggestions for other ways visitors and citizens can think about using public transit for accessing our great trails systems, Bandelier, and other interface with public transit.

If you have any questions, please contact Barbara Lai at 505-663-3436 or barbara.lai@lacnm.us



LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS

Georgia Strickfaden
 Applicant's Name

Transportation
 Board or Commission

Denise Derkaas
 Interviewer Name

1/29/21 10:00am
 Date/Time of Interview

Interview Conducted:
 Personally ~~Zoom~~
 Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p><i>Born and raised in Los Alamos. Gone for seven years. Was a teacher. Operated a business involving a tour bus and transportation. Uses public transportation.</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>Traffic during peak times. Traffic in residential areas, e.g. North Community likes roundabouts and road diet.</i></p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p><i>Advisory role. Not always listened to. Means to learn about issues and bring citizen expertise to County.</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>Aquainted with the County. Bicycles and walks in different areas. Ability to listen and reach an understanding.</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>Show up for meetings. Do homework. Communicate with staff and board members.</i></p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&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>years of experience on Tourism Task Force. Served on Executive Council of United Church.</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 familiar, but will find and read on County website.</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>Yes.</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&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p><i>No.</i></p>
11	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p> <p><i>How long is the board term? 2 years</i></p>
12	<p>Do you have any questions for the interview panel?</p>

Notes:



LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS

Georgia Strickfaden Transportation
 Applicant's Name Board or Commission

Kyle Wheeler 1/29/2021 10 am
 Interviewer Name Date/Time of Interview

Interview Conducted:
 Personally
 Telephone
 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	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. Been involved in community planning, ref on open spaces, community planning. Been running a business that involves a lot of driving. Almost a life-long resident of Los Alamos. Buses, sidewalks, etc.
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] The peak traffic times have diminished because of covid, but I think the county has done a great job w/ transportation. Retention of people in Los Alamos is a good thing. Many of the neighborhoods are rebuilding in the Cerro Grande town area. We want to maintain character of neighborhoods.
3	How do you perceive the role of County Boards and Commissions in local government? Citizens advisory boards. In some cases they aren't listened to. Citizens are to be recognized and go through... Citizen advisory boards have an important role to play in local govt + learn about the issues.
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? Having driven a tour van + commercial vehicle, I walk + use the trails (which are great), and I ride a bike. I'm willing to listen.
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? Show up at meetings. Read whatever materials needed for the meeting. Communicate w/staff.

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&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>Tourism Task Force as a tour operator I contributed. Served on several boards w/in our church structure.</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 entirely.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes!</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No.</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>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> <p>Misc discussion.</p>

Notes:



LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS

Georgia Brockfaden Transportation Board
 Applicant's Name Board or Commission

Anne Laurent 1/29/21 10 a.m.
 Interviewer Name Date/Time of Interview

Interview Conducted:
 Personally
 Telephone

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	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. Born & raised in LA - left for college Involved in open space referendum in 1998 35yrs - ran business that involves transportation
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] favor of road-a-bout public transit + road diet affordable also -sidewalks & bike paths. -maybe become too formulaic housing more clarity on ped. bypass/deter path during construction o Peak traffic times
3	How do you perceive the role of County Boards and Commissions in local government? Citizen advisory boards. But functionary sometimes on issues that causes frustration. Understand can be avoided. Opportunity to learn.
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? acquaintance with particular issues - biking, walking, experience running a tott business. Ability to listen even when not in agreement.
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? Show up at meetings. Do the necessary homework. Learn how to communicate w/ Cant & Staff.

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&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>tourism task force. Executive Counsel for local church and sub-committees. Know how to be a team player.</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 entirely. willing to learn.</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>Yes.</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&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p><i>No.</i></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:

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.

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.

Catherine _____ M. _____ Erwin-Renfro _____
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) *

Republican

Registered to vote in Los Alamos?

Yes No

How did you learn of this Board/Commission vacancy?

Los Alamos Daily Post

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.)

Interests & Experiences

Which Boards would you like to apply for?

Transportation: Submitted

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

I am interested in learning about improvements to Transportation in Los Alamos.

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

Teacher and Coach, LAPS Board of Trustees/Church

The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes

What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)

I am interested in enhancing current modes of transportation in our community through safety, health, and wellness.

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.

No

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

No

If you have any questions, please contact Barbara Lai at 505-663-3436 or barbara.lai@lacnm.us



LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS

Catherine Renfro
 Applicant's Name

Transportation
 Board or Commission

Denise Derkaes
 Interviewer Name

1/29/21 11:00am
 Date/Time of Interview

Interview Conducted:
 Personally Zoom
 Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p><i>Lived in Los Alamos 20 years. Spent 9 years in Europe. Teacher. Also Coach. BS in Education.</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>Traffic safety issues. Traffic flow with new residents. Likes roundabout and road diet.</i></p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p><i>Advisory role. No experience with County boards.</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>Interact with people. Awareness of public wants and County plans. Has done lots of volunteer work.</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>Interact with others - on board, in County, in community.</i></p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&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>Not in last five years. Previously served on Church board. Was a Coach for softball, soccer, volleyball.</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 the Charter and Code, but has been reading and researching Board activities.</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>Definitely.</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&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p><i>No.</i></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><i>Quorum issues? How many members needed? Time commitment?</i></p>

Notes:



LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS

Catherine Erwin-
 Applicant's Name Renfro

Transportation
 Board or Commission

Kyle Wheeler
 Interviewer Name

1/29/2021 11am
 Date/Time of Interview

Interview Conducted:
 Personally
 Telephone
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>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>Teacher, grew up all over the world, U.S., Spain, Germany. met husband in ABQ. School programs w/YMCA + then started teaching + coaching. Went to Connecticut + Texas, back in White Rock + love it + hope to stay.</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>Have read a lot of info. Thrilled to see the changes. Safety issues priority. Traffic + traffic flow. White Rock has changed a lot in 20 years.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Can't say that I had have a lot of knowledge in this area.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Enjoy people. listening, being able to deliver to the people council what the public wants. Address the needs of the town. Throughout my lifetime I worked in a lot of adults + kids.</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 loved being a teacher + I know the schools are state funded. .. but we can have some input into bus ramps/drop offs. I would be helpful.</p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Not in the last 5 years. ^{✓ Busy getting kids launched.} But was on a church board. Being a team player. Added diversity to the church board.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No. I have been reading a lot.</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>Definitely.</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 at all. That's good governance.</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&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
12	<p>Do you have any questions for the interview panel?</p> <p>Expectations of councilors, will it take 15 to 20 hours/month.</p>

Notes: Very enthusiastic, willing to learn. Well prepared. Good overall exp.



LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS

Catherine Erwin-Benfro Transportation Board
 Applicant's Name Board or Commission

Anne Laurent 1/29/21, 11 am.
 Interviewer Name Date/Time of Interview

Interview Conducted:
 Personally
 Telephone
 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>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>Teacher. College in NM. YMCA before + after school program in 90s. left & come back. Here for 20 yrs. Wants to retire here. Retired in 2012.</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>Life changes - roundabout. Challenges getting board members. Safety issues in transportation. Traffic flow & numbers of commuters.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Not a lot of experience. Served on Church board. Watch videos of meeting. Loves mobility.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Interact with people. Listen to what people want. Being aware of what the County has laid out - Plans & priorities. Done volunteer work and teaching exp.</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>Loved teaching colleagues. Help schools. Education perspective. Helpful.</p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&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>Church board. Sports coaching.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No. little bit.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes.</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No.</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>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:

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

If you are interested in applying for Labor Relations Board, please contact Denise Cassel at 505-662-8047.

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.

Natalie _____ J _____ Morgan _____
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?

from an email 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.)

Interests & Experiences

Which Boards would you like to apply for?

Transportation: Submitted

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

I believe that participation in local government is an important duty of all of its citizens. I have an interest in city planning and think it would be a great opportunity to serve my community.

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

I have been serving on the Mountain Elementary PTA Board for the past two years. I also worked as a Marketing Coordinator at LANB (Enterprise Bank) for five years. Both of these experiences have allowed me to get to know Los Alamos County and members of the community better. I lived in Vienna, Austria for seven years (returning to Los Alamos in 2018). This gave me the unique opportunity to see how cities work in other parts of the world. I graduated with a BS in Geography from Brigham Young University. I've always been fascinated with how people and places interact and the dynamics of those interactions.

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.)

As noted above, city organization and geography have always been interests of mine. As a community member I would love to see Los Alamos continue to grow and flourish and I think that transportation is an important part of making that happen. I believe that my participation on this board can help my community and personally allow me to be an example to my children of how individuals can help make the world better by actively participating in local government. I also look forward to learning from other experienced members of the board and hope that my experiences could add to making the board and the decisions they make even better.

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.

No.

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

No.

If you have any questions, please contact Barbara Lai at 505-663-3436 or barbara.lai@lacnm.us



**LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS**

Natalie Morgan
Applicant's Name

Transportation
Board or Commission

Denise Derkaos
Interviewer Name

1/29/21 3:30pm
Date/Time of Interview

Interview Conducted:
 Personally Zoom
 Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p><u>Moved to Los Alamos in 2006, lived in Vienna seven years. B.S. in Geography. Has three sons, has time and interest to volunteer.</u></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><u>Housing affordability. Public transportation, especially for workers. Trails.</u></p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p><u>Delegation from Council. Provide community input.</u></p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p><u>Team player. Respectful of other's opinions. Able to see other points of view and reach consensus.</u></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><u>Able to provide insight from community and help in formation of decisions of county staff.</u></p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&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>Serves on PTA at Mountain Elementary School. Able to think outside the box. Offer ideas, creativity, and support especially during Covid.</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 familiar with Charter or Code will read on the County website.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes.</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No.</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No.</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
12	<p>Do you have any questions for the interview panel?</p> <p>What are Board's greatest accomplishments? Boad diet on Trinity. Speeding on Urban.</p>

Notes:

[Faint handwritten notes, mostly illegible]



**LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS**

Natalie Morgan
Applicant's Name

Transportation
Board or Commission

Kyle Wheeler
Interviewer Name

1/29/2021 3:30
Date/Time of Interview

Interview Conducted:
 Personally
 Telephone
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>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>2006 - 2011 Los Alamos - then to Austria 2018 - Back to LA 3 sons love to see that individuals can make a difference B.S. in geography - how people & place shape one another</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>Housing is a huge issue, affordability, having people who work up here in service areas so they can live here. Great place for active people outside. Used public transit in Vienna, bicycle tourism.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>By getting involved I hope to learn about county issues</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Team player. Respectful of other people's opinions. Look for commonality, diverse opinions.</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>Watched the November meeting and thinks the collaborative work between staff + board works well.</p>

Natalie

6	Have you served on any Boards, Commissions or Committees (not only County B&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? <i>mountain Elementary PTA, getting to know other people. Have been a treasurer before + had to apply skills to during covid times. Creativity</i>
7	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for? <i>No.</i>
8	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity? <i>Definitely.</i>
9	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? <i>No.</i>
10	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&Cs to stream, is this - or will this - be a deterrent to your willingness to serve? <i>No.</i>
11	<i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i>
12	Do you have any questions for the interview panel? <i>Time – how much?</i>

Notes: *Young, with a young family. Would bring a nice perspective to the board.*



LOS ALAMOS COUNTY
COUNTY ADMINISTRATOR'S OFFICE
BOARD & COMMISSION INTERVIEW QUESTIONS

Natalie Morgan
 Applicant's Name

Transportation Board
 Board or Commission

Anne Lambert
 Interviewer Name

1/29/21 3:30 p.m.
 Date/Time of Interview

Interview Conducted:
 Personally
 Telephone
 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>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 LAC in 2006 left + came back 2018 Geography degree</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>Housing - affordability. People who work in service jobs Highlight landscape. Expansion of trails. Likes to use public transportation. Research in bicycle tourism.</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>Would like to know more. Comes from Council.</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>Be a team player. Respectful of others' opinions. Wants to see other points of view and find common ground.</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>Seems like a powerful collaboration. board oversight -</p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>Not. Maintain elem. PTA. LANB – marketing dept. Supporting community events. Volunteering is a good way to give back and meet people Creativity & Support.</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No.</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes.</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>No.</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&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>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:

Interview Panel Recommendations

Date: January 30, 2021

Board or Commission: Transportation Board

Interview Panel:

Name: Kyle Wheeler (Chair)

Name: Denise Derkacs (Council Liaison)

Name: Anne Laurent (Staff Liaison)

Applicants Interviewed:

Name: Georgia Strickfaden Date of Interview: January 29, 2021

Name: Catherine Erwin-Renfro Date of Interview: January 29, 2021

Name: Natalie Morgan Date of Interview: January 29, 2021

Interview Panel Recommendations:

The interview panel for the Transportation Board would like to recommend the following applicants for appointment to terms:

Name: Georgia Strickfaden - new applicant - March 1, 2021 – February 28, 2023

Name: Catherine Erwin-Renfro - new applicant - March 1, 2021 – February 28, 2023

Name: Natalie Morgan - new applicant - March 1, 2021 – February 28, 2023

Other information for Council:

N/A



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

February 23, 2021

Agenda No.: C.
Index (Council Goals): * 2020 Council Goal - N/A
Presenters: Anne Laurent, Public Works Director
Legislative File: 13797-21

Title

Annual Road Mileage Certification for the New Mexico Department of Transportation.

Recommended Action

I move that Council approve the 2021 Road Mileage Certification as presented and authorize submittal to the New Mexico Department of Transportation.

..County Manager's Recommendation

The County Manager recommends that Council approve the road mileage certification as presented.

Body

The New Mexico Department of Transportation (NMDOT) requests annual certification of roadway mileage from New Mexico counties. These figures provide the basis for fund distribution to counties participating in the Local Government Road Fund Cooperative Agreement, County Arterial, and School Bus Route Programs. This certification is due by April 1st of each year.

Los Alamos County currently maintains 110.422 miles of roads within Los Alamos County. A copy of the certification letter is attached for reference.

Fiscal and Staff Impact/Planned Item

Submitting the Annual Road Mileage Certification to the NMDOT makes the County eligible to participate in the Local Government Road Fund Cooperative Agreement, County Arterial, School Bus Route Programs, and the Municipal Arterial Program.

Minimal staff time is required to complete the road mileage certification documentation.

Attachments

A - Annual Mileage Certification Letter

February 23, 2021

Robert Young, PE
Pavement Preservation Engineer
New Mexico Department of Transportation
State Maintenance Bureau, SB-2
P.O. Box 1149
Santa Fe, NM 87504 –1149

RE: Los Alamos County 2021 Mileage Certification

COUNTY COUNCIL

Randall T. Ryti
Council Chair

James N. Robinson
Council Vice-Chair

COUNCILORS

Denise Derkacs
David Izraelevitz
David Reagor
Sara Scott

Sean Jameson Williams

COUNTY MANAGER

Harry Burgess

Dear Mr. Young,

This is to certify that the Incorporated County of Los Alamos maintains up to 110.422 miles of roadway within Los Alamos County.

APPROVED:

Randall T. Ryti, Council Chair

Date

ATTEST: (Seal)

Naomi D. Maestas, County Clerk

STATE OF NEW MEXICO)

COUNTY OF LOS ALAMOS)

The foregoing instrument was acknowledged before me this 23rd day of February 2021, by Randall T. Ryti, Council Chair of the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico.

NOTARY: _____

My Commission Expires: _____



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

February 23, 2021

Agenda No.: D.

Index (Council Goals):

Presenters: Helen Perraglio, Chief Financial Officer and Karen Kendall, Budget and Performance Manager

Legislative File: 13827-21

Title

Consideration of Budget Revision 2021-32 (Midyear Grants & Affordable Housing Infrastructure)

Recommended Action

I move that Council approve Budget Revision 2021-32 as summarized on attachment A and that the attachment be made a part of the minutes of this meeting.

County Manager's Recommendation

The County Manager recommends that Council approve the revision as requested.

Body

A summary of the budget revision is included on Attachment A.

Alternatives

Council could choose not to approve some or all of the attached carryovers and revisions. The impact would be that the related projects or programs may not occur or existing operations may be negatively impacted.

Fiscal and Staff Impact/Planned Item

Fiscal and staff impact is described in the attachments.

Attachments

A - Budget Revision 2021-32

Budget Revision 2021-32

Council Meeting Date: February 23, 2021

	Fund & Department	Org Object	Revenue (decrease)	Expenditures (decrease)	Fund Balance (decrease)
1	General Fund - Muni Court <i>Automation Grant</i>	01118010 3479	\$ 8,580		\$ 8,580
2	General Fund - CSD <i>JJAB Grant</i>	01150540 3479	\$ 147,567	\$ -	\$ 147,567
3	General Fund - CSD <i>Library State Aid</i>	01151515 3436 3329 8519	\$ 4,132	\$ 4,132	\$ -
4	General Fund - CSD <i>Library GO Bond</i>	01151520 3436	\$ 13,472	\$ -	\$ 13,472
5	General Fund - Police Dept <i>EMPG Grants</i>	01165710 3329	\$ 134,674		\$ 134,674
6	General Fund - Police Dept <i>Bullet Proof Vests Grants</i>	01165902 3319 8557	\$ 7,647	\$ 7,647	\$ -
7	General Fund - Police Dept <i>OBD - 100 Days Grant</i>	01165903 3456 8142	\$ 11,326	\$ 12,750	\$ (1,424)
8	General Fund - Police Dept <i>VOCA-VAWA Grants</i>	01165904 3329	\$ 25,458		\$ 25,458
9	Fire Marshal Fund <i>EMS Grant</i>	14461444 3425 8839	\$ 262,630	\$ 452,749	\$ (190,119)
10	Community Health Council Fund <i>DOH Grant</i>	14650910 3479	\$ 3,616	\$ -	\$ 3,616
<p>Description: The purpose of this budget revision is to modify FY2021 revenue and expenditure budgets for grants received by the County. Some grants are revenue only (e.g. reimbursement of operating budgets). Grant revisions where expenditures exceed revenue is due to revenue being received in FY2020 but expenditures will be spent in FY2021 or grants that require a County match.</p>					
<p>Fiscal Impact: The net fiscal impact to the General Fund is to increase revenue by \$352,856, expenditures by \$24,529 and fund balance by \$328,327. The net fiscal impact to the State Grants Fund is to increase revenue by \$266,246, expenditure by \$452,749 and decrease fund balance by \$186,503.</p>					
11	CIP Fund - Canyon Walk Infrastructure	CP4008 8369		\$ 291,063	
11	CIP Fund - The Bluffs Infrastructure	CP4004 8369		\$ 290,575	
11	CIP Fund - A-16 Infrastructure	CP4006 8369		\$ (581,638)	
<p>Description: The purpose of this budget revision is to move spending authority between DP Road infrastructure projects to align with development agreements and the County's costs. Canyon Walk and The Bluffs expenditures incurred by the County are offset by \$375,000 in revenue from state capital appropriations for affordable housing infrastructure.</p>					
<p>Fiscal Impact: There is no net fiscal impact to the CIP Fund.</p>					



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

February 23, 2021

Agenda No.: E.
Index (Council Goals): * 2020 Council Goal - N/A
Presenters: Harry Burgess, County Manager
Legislative File: 13898-21

Title

Approval of Services Agreement No. AGR21-944 with Kutak Rock, LLP, in the Amount of \$350,000, plus Applicable Gross Receipts Tax, for a seven year term for the Purpose of Legal Advice and Counsel to the County on any Federal Issues or any Other Legal Issues.

Recommended Action

I move that Council approve Agreement No. AGR 21-944 with Kutak Rock, LLP, in the Amount of \$350,000, plus Applicable Gross Receipts Tax, for a seven year term for the Purpose of Providing Legal Advice and Counsel to the County on any Federal Issues or any and Other Legal Issues.

County Manager's Recommendation

The County Manager recommends that Council approve this Agreement as requested.

Body

Los Alamos County has utilized the services of Kutak Rock, LLP for legal services over the past two decades. The firm has a great deal of experience with energy related communities and provides institutional knowledge on the land transfers from DOE as well as several other federal issues that have confronted the County. The firm has also served the County by making contacts with appropriate officials on County issues and arranging for representatives of the County to have meetings with the officials involved in issues important to the County and the region when representatives visit Washington, D.C.

This agreement provides for representation over seven years with payment up to \$350,000 in total, billed at an hourly rate. The selection of legal services is exempt from competitive procurement under the County Procurement Code.

Alternatives

Council could choose not to approve the agreement or approve it with modifications.

Fiscal and Staff Impact/Planned Item

This item is included in the County Manager's budget at a current rate of \$50,000 per year. Staff activities associated with this contract are generally expected and planned, although unforeseen issues may arise that have great impact than originally anticipated.

Attachments

A - AGR21-944 Kutak Rock



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Kutak Rock, LLP**, a limited liability partnership ("Contractor"), to be effective for all purposes February 24, 2021.

WHEREAS, procurement of the Services was made in accordance with professional service procurement procedures established by the County Procurement and Contracts Division; and

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

WHEREAS, the County Council approved this Agreement at a public meeting held on February 23, 2021.

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

SECTION A. SERVICES: Contractor shall provide legal advice and counsel to County as requested by the Office of the County Attorney or County Manager on any federal issues or any other legal issues.

SECTION B. TERM: The term of this Agreement shall commence February 24, 2021, and shall continue until February 23, 2028, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for the performance of the Services in an amount not to exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), which amount does not include applicable New Mexico gross receipts taxes and reimbursable expenses. Reimbursable expenses shall be paid in accordance with the schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit monthly invoices to the County Attorney. Invoices shall provide a detailed description of services provided each day; the amount of time spent by Contractor on a daily basis; the hourly rate; the total number of hours spent in providing the service; the amount of compensation for services; itemized reimbursable expenses, if any, and total amount of such expenses; amount of any New Mexico gross receipts taxes; and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be responsible for payment of any State of New Mexico gross receipts taxes or similar taxes of other jurisdictions levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County

employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business card, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement.

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

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors. No Services shall be performed under this Agreement by a subcontractor except with the express prior written consent of County.

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

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

3. Professional Liability Insurance. ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

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

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

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

SECTION M. INDEMNITY: Contractor is skilled in the professional calling necessary to the services and duties agreed to be performed and County relies upon the skills and knowledge of Contractor. Contractor agrees to indemnify County, any of its departments, agencies, officers, or employees from all expenses (including attorney's fees) from claims of wrongful act or omission by Contractor or any others for whose acts Contractor is legally liable arising out of or resulting in any way from the performance of professional services for County. Contractor's duty to indemnify County, its agents, officers and employees from any liability, whether arising in contract or tort, shall be limited to the percentage extent such wrongful act or omission of Contractor, its employees or subcontractors or others for which Contractor is legally liable resulted in the imposition of liability on County, department, agency, officer or employee.

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

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

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

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

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

SECTION R. TERMINATION:

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

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

County:

County Attorney
Incorporated County of Los Alamos
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

Contractor:

Kutak Rock, LLP
1625 Eye Street
Suite 800
Washington, DC 20006

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

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

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

SECTION W. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in counterparts, each of which shall be deemed an original.

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

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

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

KUTAK ROCK, LLP

BY: _____
SETH D. KIRSHENBERG **DATE**
PARTNER

Exhibit "A"
Compensation Rate Schedule
AGR21-944

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

George Schlossberg	\$395.00
Barry Steinberg	\$395.00
Walt Griffiths	\$375.00
Seth D. Kirshenberg	\$395.00
Joseph Fuller	\$395.00
Hilary Jackler	\$395.00
Associates	\$310.00
Dylan Kama	\$250.00
Paralegal/Legislative	\$150.00

Reimbursable expenses shall be limited to and paid at the following rates:

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

Exhibit "B"
AGR21-944
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; David Izraelevitz; David Reagor; James Robinson; Randal Ryti; Sara Scott; and Sean Williams.)

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

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

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

Signature Date

Title (position)



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

February 23, 2021

Agenda No.: A.

Index (Council Goals):

Presenters: Alvin Leaphart, County Attorney

Legislative File: CO0600-21

Title

Incorporated County of Los Alamos Code Ordinance 02-311, An Ordinance Amending Portions of Article II, Chapter 30 Relating To Labor Management Relations

Recommended Action

I introduce, without prejudice, Incorporated County of Los Alamos Code Ordinance No. 02-311; An Ordinance Amending Portions of Chapter 30, Article II, and ask staff to assure that it is published as provided in the County Charter.

County Manager's Recommendation

The County Manager recommends that Council introduce this Ordinance.

Body

In November 2020, County Council adopted a new Labor Management Relations Ordinance, Article II of Chapter 30 of the County Code of Ordinances which governs the labor management relations between the County and certain of its employees, and any labor organization representing or seeking to represent such employees. The aforementioned Code Ordinance was adopted to comply with the changes made in the 2020 Regular Legislative Session, House Bill 364.

Upon submission of the County's new Labor Management Relations Ordinance to the State's Public Employee Labor Relations Board ("PELRB"), the PELRB granted conditional approval of the County's Ordinance, on the condition that the changes noted herein be made.

Alternatives

The proposed changes in this Code Ordinance 02-311 are necessary to comply with State law and to continue the existence and operation of the County's Labor Management Relations Board. If the changes are not adopted, the County's Labor Management Relations Board may cease to exist on July 1, 2021.

Attachments

- A - Code Ordinance 02-311 (Highlighted Legislative Format)
- B - Code Ordinance 02-311 (Clean)

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-311

**AN ORDINANCE AMENDING PORTIONS OF CHAPTER 30, ARTICLE II
RELATING TO LABOR MANAGEMENT RELATIONS**

WHEREAS, the Council of the Incorporated County of Los Alamos (the "Council") adopted a Code Ordinance which governs the labor management relations between the Incorporated County of Los Alamos (the "County") and certain of its employees, and any labor organization representing or seeking to represent such employees; and

WHEREAS, as part of the comprehensive regulation of labor management relations, the aforementioned Code Ordinance created a Los Alamos Labor Management Relations Board (the "Board") which was consistent with the statutes, rules and regulations of the State of New Mexico; and

WHEREAS, in 2020, the New Mexico State Legislature passed, and the Governor signed, certain legislation which affects the substance of Article II, Chapter 30, including the creation and application of certain new provisions which are incumbent upon the County to adopt in order to keep and maintain its Board; and

WHEREAS, being the intention of the County to keep and maintain its Board, in November 2020, the Council adopted a new Article II of Chapter 30 of the Code as described herein to comport with State statutory mandates, and further authorize the continued existence and operation of its Board; and

WHEREAS, the State's Public Employee Labor Relations Board, required additional changes be made to Article II of Chapter 30 of the Code, pursuant to NMSA 1978 Section 10-7E-10(B).

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

Section 1. Section 30-38 of the Los Alamos County Code of Ordinances is amended to read as follows:

SEC. 30-38. BOARD – POWERS AND DUTIES.

A. The Labor Management Relations Board shall promulgate rules and regulations necessary to accomplish and perform its functions and duties as established in the Labor Management Relations Ordinance, including the establishment of procedures for:

- 1) the designation of appropriate bargaining units;
- 2) the selection, certification, and decertification of exclusive representatives; and
- 3) the filing, hearing, and determination of complaints of prohibited practices.

- B. The Labor Management Relations Board shall:
- 1) hold hearings and make inquiries necessary to carry out its functions and duties;
 - 2) conduct studies on problems pertaining to employee-employer relations; and
 - 3) request information and data from public employers and labor organizations necessary to carry out its functions and responsibilities.
- C. The Labor Management Relations Board may issue subpoenas requiring, upon reasonable notice, the attendance and testimony of witnesses and the production of evidence, including books, records, correspondence or documents relating to the matter in question. The Labor Management Relations Board may prescribe the form of subpoena, but it shall adhere insofar as practicable to the form used in civil actions in the district court. The Labor Management Relations Board may administer oaths and affirmations, examine witnesses and receive evidence.
- D. The Labor Management Relations Board shall decide issues by majority vote and shall issue its decisions in the form of written orders and opinions. The board's hearing authority does not apply to negotiation impasses or issues dealing with the collective bargaining agreement where a grievance procedure has been negotiated for that purpose by the parties as required by law.
- E. The Council may hire personnel or contract with third parties as the Council deems necessary to assist the Labor Management Relations Board in carrying out its functions and may delegate any or all of its authority to those third parties, subject to final review of the Labor Management Relations Board.
- F. The Labor Management Relations Board has the power to **award enforce** provisions of the Labor Management Relations Ordinance through the imposition of appropriate administrative remedies, actual damages related to dues, back pay including benefits, reinstatement with the same seniority status that the employee would have had but for the violation, declaratory or injunctive relief or provisional remedies, including temporary restraining orders or preliminary injunctions. No punitive damages or attorney fees may be awarded by the Labor Management Relations Board.
- G. No rule or regulation promulgated by the Labor Management Relations Board shall require, directly or indirectly, as a condition of continuous employment, any employee covered by the Labor Management Relations Ordinance to pay money to any labor organization that is certified as an exclusive representative.

Section 2. Section 30-39 of the Los Alamos County Code of Ordinances is amended to read as follows:

SEC. 30-39. HEARING PROCEDURES.

A. The Labor Management Relations Board may hold hearings for the purposes of:

- 1) Information gathering and inquiry;
- 2) Adopting rules and;
- 3) Adjudicating disputes and enforcing the provisions of the Labor Management Relations Ordinance and rules adopted pursuant to the Ordinance.

B. The Labor Management Relations Board shall adopt rules setting forth procedures to be followed during hearings of the Board. Such rules shall meet minimal due process requirements of the state and federal constitutions.

~~C. Proceedings against the party alleged to have committed a prohibited practice shall be commenced by service upon it and the Labor Management Relations Board of a written notice together with a copy of the charges and relief requested. A prohibited practice complaint shall be dismissed if filed more than six (6) months following the conduct alleged to violate this Labor Management Relations Ordinance, or more than six (6) months after the complainant discovered or reasonably should have discovered such alleged violation.~~

~~C~~D. The Labor Management Relations Board may appoint a hearing examiner to conduct any adjudicatory hearing authorized by Labor Management Relations Board. At the conclusion of the hearing, the examiner shall prepare a written report, including findings and recommendations, all of which shall be submitted to the Labor Management Relations Board for its decision.

~~D~~E. A rule proposed to be adopted by the Labor Management Relations Board that affects a person or governmental entity outside of the Labor Management Relations Board shall not be adopted, amended or repealed without public hearing and comment on the proposed action before the Labor Management Relations Board. The public hearing shall be held after notice of the subject matter of the rule, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their views and the method by which copies of the proposed rule, proposed amendment or repeal of an existing rule may be obtained. All meetings shall be held in the County of Los Alamos. Notice shall be published once at least thirty (30) days prior to the hearing date in a newspaper of general circulation in the County and notice shall be mailed at least thirty (30) days prior to the hearing date to all persons who have made a written request for advance notice of hearings.

~~E~~F. All adopted rules shall be filed in accordance with applicable state statutes.

FG. A verbatim record made by electronic or other suitable means shall be made of every rulemaking and adjudicatory hearing. The record shall not be transcribed unless required for judicial review or unless ordered by the Board. The party requesting the transcript shall pay for the transcription, in the case of judicial review the payment shall be made by the party filing the appeal.

GH. Each party to a prohibited labor practice shall bear the cost of producing its own witnesses and paying its representative for hearings under this article.

Section 3. Section 30-42 of the Los Alamos County Code of Ordinances is amended to read as follows:

SEC. 30-42. EXCLUSIVE REPRESENTATION.

A. A labor organization that has been certified by the Labor Management Relations Board as representing the employees in the appropriate bargaining unit shall be the exclusive representative of all employees in the appropriate bargaining unit. The exclusive representative shall act for all employees in the appropriate bargaining unit and negotiate a collective bargaining agreement covering all employees in the appropriate bargaining unit. The exclusive representative shall represent the interests of all employees in the appropriate bargaining unit without discrimination or regard to membership in the labor organization. A claim by an employee that the exclusive representative has violated this duty of fair representation shall be forever barred if not brought within six (6) months of the date on which the employee knew, or reasonably should have known, of the violation.

B. This section does not prevent an employee, acting individually, from presenting a grievance without the intervention of the exclusive representative. At a hearing on a grievance brought by a public employee individually, the exclusive representative shall be afforded the opportunity to be present and make its views known. Any adjustment made shall not be inconsistent with or in violation of the collective bargaining agreement then in effect between the employer and the exclusive representative.

C. The employer shall provide an exclusive representative of an appropriate bargaining unit reasonable access to employees within the bargaining unit, including the following:

1) for purposes of newly hired employees in the bargaining unit, reasonable access includes:

(a) the right to meet with new employees, without loss of employee compensation or leave benefits; and

(b) the right to meet with new employees within thirty (30) days from the date of hire for a period of at least thirty (30) minutes but not more than one hundred twenty (120) minutes, during new employee orientation or, if the employer does not conduct new employee orientations, at individual or

group meetings; and;

2) for purposes of employees in the bargaining unit who are not new employees, reasonable access includes:

(a) the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and

(b) the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

D. The employer shall permit an exclusive representative to use the employer's facilities or property, whether owned or leased by the employer, for purposes of conducting meetings with the represented employees in the bargaining unit. An exclusive representative may hold the meetings described in this section at a time and place set by the exclusive representative. The exclusive representative shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.

E. The meetings described in this section shall not interfere with the employer's operations.

F. If the employer has the information in its records, the employer shall provide to the exclusive representative, in an editable digital file format agreed to by the exclusive representative, the following information for each employee in an appropriate bargaining unit:

1) the employee's name and date of hire;

2) contact information, including:

(a) cellular, home and work telephone numbers;

(b) a means of electronic communication, including work and personal electronic mail addresses; and

(c) home address or personal mailing address; and

3) employment information, including the employee's job title, salary and work site location.

G. The employer shall provide the information described in Subsection F of this section to the exclusive representative within ten (10) days from the date of hire for newly hired

employees in an appropriate bargaining unit, and every one hundred twenty (120) days for employees in the bargaining unit who are not newly hired employees. The information shall be kept confidential by the labor organization and its employees or officers. Apart from the disclosure required by this subsection, and notwithstanding any provision contained in the Inspection of Public Records Act, the employer shall not disclose the information described in Subsection F of this section, or employees' dates of birth or social security numbers to a third party.

H. An exclusive representative shall have the right to use the electronic mail systems or other similar communication systems of the employer to communicate with the employees in the bargaining unit regarding:

- 1) collective bargaining, including the administration of collective bargaining agreements;
- 2) the investigation of grievances or other disputes relating to employment relations; and
- 3) matters involving the governance or business of the labor organization.
- 4) all such electronic mail communications or similar communication systems used by the exclusive representative are public records and subject to the Inspection of Public Records Act or other applicable laws.

I. Nothing in this section prevents nor requires the employer from providing an exclusive representative access to employees within the bargaining unit beyond the reasonable access required under this section or limits any existing right of a labor organization to communicate with employees.

Section 4. Section 30-44 of the Los Alamos County Code of Ordinances is amended to read as follows:

SEC. 30-44. SCOPE OF BARGAINING.

A. Except for retirement programs provided pursuant to the Public Employees Retirement Act, the employer and exclusive representatives:

- 1) shall bargain in good faith on wages, hours and all other terms and conditions of employment and other issues agreed to by the parties. However, neither the employer nor the exclusive representative shall be required to agree to a proposal or to make a concession; and
- 2) shall enter into written collective bargaining agreements covering employment relations.

B. Entering into a collective bargaining agreement shall not obviate the duty to

bargain in good faith during the term of the collective bargaining agreement regarding changes to wages, hours and all other terms and conditions of employment, unless it can be demonstrated that the parties clearly and unmistakably waived the right to bargain regarding those subjects. However, no party may be required, by this provision, to renegotiate the existing terms of collective bargaining agreements already in place.

C. In regard to the Public Employees Retirement Act, Employer, in a written collective bargaining agreement, may agree to assume any portion of an employee's contribution obligation to retirement programs provided pursuant to the Public Employees Retirement Act. Such agreements are subject to the limitations set forth in this section.

D. The obligation to bargain collectively shall not be construed as authorizing the employer and an exclusive representative to enter into an agreement that is in conflict with the provisions of any other statute of this state; provided, however, that a collective bargaining agreement that provides greater rights, remedies and procedures to employees than contained in a state statute shall not be considered to be in conflict with that state statute. In the event of an actual conflict between the provisions of any other statute of this state and an agreement entered into by the employer and the exclusive representative in collective bargaining, the statutes of this state shall prevail.

E. Payroll deduction of the exclusive representative's membership dues shall be a mandatory subject of bargaining if either party chooses to negotiate the issue. The amount of dues shall be certified in writing by an official of the labor organization and shall not include special assessments, penalties or fines of any type. The employer shall honor payroll deductions until the authorization is revoked in writing by the employee in accordance with the negotiated agreement and this subsection and for so long as the labor organization is certified as the exclusive representative. Employees who have authorized the payroll deduction of dues to a labor organization may revoke that authorization by providing written notice to their labor organization during a window period not to exceed ten (10) days per year for each employee. The employer and the labor organization shall negotiate when the commencement of that period will begin annually for each employee. If no agreement is reached, the period shall be during the ten days following the anniversary date of each employee's employment. Within ten (10) days of receipt of notice from an employee of revocation of authorization for the payroll deduction of dues, the labor organization shall provide notice to the employer of an employee's revocation of that authorization. An employee's notice of revocation for the payroll deduction of dues shall be effective on the thirtieth day after the notice provided to the employer by the labor organization. No authorized payroll deduction of dues held by the employer or a labor organization on January 1, 2021 shall be rendered invalid by this provision and shall remain valid until replaced or revoked by the employee. During the time that a Labor Management Relations Board certification is in effect for a particular appropriate bargaining unit, the employer shall not deduct dues for any other labor organization.

F. The employer and a labor organization, or their employees or agents, are not liable for, and have a complete defense to, any claims or actions under the law of this state for

requiring, deducting, receiving or retaining fair share dues or fees from employees, and current or former employees do not have standing to pursue these claims or actions if the fair share dues or fees were permitted at the time under the laws of this state then in force and paid, through payroll deduction or otherwise, on or before June 27, 2018. This subsection:

- 1) applies to all claims and actions pending on July 1, 2020 and to claims and actions filed on or after July 1, 2020; and
- 2) shall not be interpreted to infer that any relief made unavailable by this section would otherwise be available.

G. An impasse resolution or an agreement provision by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the appropriate governing body and the availability of funds. An arbitration decision shall not require the re-appropriation of funds.

H. An agreement shall include a grievance procedure to be used for the settlement of disputes pertaining to employment terms and conditions and related personnel matters. The grievance procedure shall provide for a final and binding determination. The final determination shall constitute an arbitration award within the meaning of the New Mexico Uniform Arbitration Act; such award shall be subject to judicial review pursuant to the standard set forth in the New Mexico Uniform Arbitration Act. An arbitration decision shall not require the re-appropriation of funds. The costs of an arbitration proceeding conducted pursuant to this subsection shall be shared equally by the parties.

I. The following meetings shall be closed:

- 1) meetings for the discussion of bargaining strategy preliminary to collective bargaining negotiations between Employer and the exclusive representative of the employees of the employer;
- 2) collective bargaining sessions; and
- 3) consultations and impasse resolution procedures at which the employer and the exclusive representative of the appropriate bargaining unit are present.

J. The following negotiation procedures shall apply to the employer and exclusive representatives:

- 1) The negotiations for the first contract shall be opened upon written notice by either party to the other requesting that negotiating sessions be scheduled. Subsequent requests for negotiations shall be post marked no earlier than 120 days nor later than 60 days prior to the contract ending date or as negotiated by the parties. The parties may open negotiations at any time by mutual agreement.

- 2) All negotiations will be conducted in closed sessions. Negotiations will be held at a facility and at a time mutually agreed upon by the parties.
- 3) Recesses and study sessions may be called by either team. Prior to the conclusion of any negotiating sessions, the reconvening time will be agreed upon. Caucuses may be taken as needed.
- 4) Tentative agreements reached during negotiations will be reduced to writing, dates, and initialed by each team spokesperson. ~~Such tentative agreements are conditional and may be withdrawn should later discussion change either party's understanding of the language as it related to another part of the agreement.~~
- 5) Agreement on contract negotiations is accomplished when the union president and the county manager sign the agreement. Provisions in multiyear agreements providing for economic increases for subsequent years shall be contingent upon the governing body appropriating the funds necessary to fund the increase for the subsequent year(s). Should the governing body not appropriate sufficient funds to fund the agreed upon increase, either party may reopen negotiations.

Section 5. Section 30-41 of the Los Alamos County Code of Ordinances is amended to read as follows:

SEC. 30-47. EMPLOYEES – LABOR ORGANIZATIONS – PROHIBITED PRACTICES.

- A. An employee, a labor organization, or its representative shall not:
 - 1) Discriminate against an employee with regard to labor organization membership because of race, color, religion, creed, age, disability, sex, or national origin;
 - 2) Solicit membership for an employee or labor organization during the employee's duty hours. This does not include the work breaks or lunch periods;
 - 3) Interfere with, restrain or coerce any employee in the exercise of any right guaranteed by the provisions of the Labor Management Relations Ordinance;
 - 4) Refuse to bargain collectively in good faith with the employer;
 - 5) Refuse or fail to comply with any collective bargaining agreement with the employer. This issue is subject to the required negotiated grievance procedure negotiated by the parties;
 - 6) Refuse or fail to comply with any provision of the Labor Management Relations Ordinance; or
 - 7) Picket homes or private businesses of employees, appointed individuals, or

elected officials of County.

8) During the negotiation and the impasse procedure the employees, the exclusive representative or any of its employees are prohibited from communicating or negotiating ~~with the exclusive representative on~~ issues which are the subject of negotiations with anyone other than the appointed county negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

Section 6. Effective Date. This Ordinance shall be effective thirty (30) days after publication of notice of its adoption.

Section 7. 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 2nd day of March, 2021.

INCORPORATED COUNTY OF LOS ALAMOS

**Randall T. Ryti,
Council Chair**

ATTEST:

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

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-311

**AN ORDINANCE AMENDING PORTIONS OF CHAPTER 30, ARTICLE II
RELATING TO LABOR MANAGEMENT RELATIONS**

WHEREAS, the Council of the Incorporated County of Los Alamos (the "Council") adopted a Code Ordinance which governs the labor management relations between the Incorporated County of Los Alamos (the "County") and certain of its employees, and any labor organization representing or seeking to represent such employees; and

WHEREAS, as part of the comprehensive regulation of labor management relations, the aforementioned Code Ordinance created a Los Alamos Labor Management Relations Board (the "Board") which was consistent with the statutes, rules and regulations of the State of New Mexico; and

WHEREAS, in 2020, the New Mexico State Legislature passed, and the Governor signed, certain legislation which affects the substance of Article II, Chapter 30, including the creation and application of certain new provisions which are incumbent upon the County to adopt in order to keep and maintain its Board; and

WHEREAS, being the intention of the County to keep and maintain its Board, in November 2020, the Council adopted a new Article II of Chapter 30 of the Code as described herein to comport with State statutory mandates, and further authorize the continued existence and operation of its Board; and

WHEREAS, the State's Public Employee Labor Relations Board, required additional changes be made to Article II of Chapter 30 of the Code, pursuant to NMSA 1978 Section 10-7E-10(B).

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

Section 1. Section 30-38 of the Los Alamos County Code of Ordinances is amended to read as follows:

SEC. 30-38. BOARD – POWERS AND DUTIES.

A. The Labor Management Relations Board shall promulgate rules and regulations necessary to accomplish and perform its functions and duties as established in the Labor Management Relations Ordinance, including the establishment of procedures for:

- 1) the designation of appropriate bargaining units;
- 2) the selection, certification, and decertification of exclusive representatives; and
- 3) the filing, hearing, and determination of complaints of prohibited practices.

- B. The Labor Management Relations Board shall:
- 1) hold hearings and make inquiries necessary to carry out its functions and duties;
 - 2) conduct studies on problems pertaining to employee-employer relations; and
 - 3) request information and data from public employers and labor organizations necessary to carry out its functions and responsibilities.
- C. The Labor Management Relations Board may issue subpoenas requiring, upon reasonable notice, the attendance and testimony of witnesses and the production of evidence, including books, records, correspondence or documents relating to the matter in question. The Labor Management Relations Board may prescribe the form of subpoena, but it shall adhere insofar as practicable to the form used in civil actions in the district court. The Labor Management Relations Board may administer oaths and affirmations, examine witnesses and receive evidence.
- D. The Labor Management Relations Board shall decide issues by majority vote and shall issue its decisions in the form of written orders and opinions. The board's hearing authority does not apply to negotiation impasses or issues dealing with the collective bargaining agreement where a grievance procedure has been negotiated for that purpose by the parties as required by law.
- E. The Council may hire personnel or contract with third parties as the Council deems necessary to assist the Labor Management Relations Board in carrying out its functions and may delegate any or all of its authority to those third parties, subject to final review of the Labor Management Relations Board.
- F. The Labor Management Relations Board has the power to enforce provisions of the Labor Management Relations Ordinance through the imposition of appropriate administrative remedies, actual damages related to dues, back pay including benefits, reinstatement with the same seniority status that the employee would have had but for the violation, declaratory or injunctive relief or provisional remedies, including temporary restraining orders or preliminary injunctions. No punitive damages or attorney fees may be awarded by the Labor Management Relations Board.
- G. No rule or regulation promulgated by the Labor Management Relations Board shall require, directly or indirectly, as a condition of continuous employment, any employee covered by the Labor Management Relations Ordinance to pay money to any labor organization that is certified as an exclusive representative.

Section 2. Section 30-39 of the Los Alamos County Code of Ordinances is amended to read as follows:

SEC. 30-39. HEARING PROCEDURES.

- A. The Labor Management Relations Board may hold hearings for the purposes of:
- 1) Information gathering and inquiry;
 - 2) Adopting rules and;
 - 3) Adjudicating disputes and enforcing the provisions of the Labor Management Relations Ordinance and rules adopted pursuant to the Ordinance.
- B. The Labor Management Relations Board shall adopt rules setting forth procedures to be followed during hearings of the Board. Such rules shall meet minimal due process requirements of the state and federal constitutions.
- C. The Labor Management Relations Board may appoint a hearing examiner to conduct any adjudicatory hearing authorized by Labor Management Relations Board. At the conclusion of the hearing, the examiner shall prepare a written report, including findings and recommendations, all of which shall be submitted to the Labor Management Relations Board for its decision.
- D. A rule proposed to be adopted by the Labor Management Relations Board that affects a person or governmental entity outside of the Labor Management Relations Board shall not be adopted, amended or repealed without public hearing and comment on the proposed action before the Labor Management Relations Board. The public hearing shall be held after notice of the subject matter of the rule, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their views and the method by which copies of the proposed rule, proposed amendment or repeal of an existing rule may be obtained. All meetings shall be held in the County of Los Alamos. Notice shall be published once at least thirty (30) days prior to the hearing date in a newspaper of general circulation in the County and notice shall be mailed at least thirty (30) days prior to the hearing date to all persons who have made a written request for advance notice of hearings.
- E. All adopted rules shall be filed in accordance with applicable state statutes.
- F. A verbatim record made by electronic or other suitable means shall be made of every rulemaking and adjudicatory hearing. The record shall not be transcribed unless required for judicial review or unless ordered by the Board. The party requesting the transcript shall pay for the transcription, in the case of judicial review the payment shall be made by the party filing the appeal.
- G. Each party to a prohibited labor practice shall bear the cost of producing its own

witnesses and paying its representative for hearings under this article.

Section 3. Section 30-42 of the Los Alamos County Code of Ordinances is amended to read as follows:

SEC. 30-42. EXCLUSIVE REPRESENTATION.

A. A labor organization that has been certified by the Labor Management Relations Board as representing the employees in the appropriate bargaining unit shall be the exclusive representative of all employees in the appropriate bargaining unit. The exclusive representative shall act for all employees in the appropriate bargaining unit and negotiate a collective bargaining agreement covering all employees in the appropriate bargaining unit. The exclusive representative shall represent the interests of all employees in the appropriate bargaining unit without discrimination or regard to membership in the labor organization. A claim by an employee that the exclusive representative has violated this duty of fair representation shall be forever barred if not brought within six (6) months of the date on which the employee knew, or reasonably should have known, of the violation.

B. This section does not prevent an employee, acting individually, from presenting a grievance without the intervention of the exclusive representative. At a hearing on a grievance brought by a public employee individually, the exclusive representative shall be afforded the opportunity to be present and make its views known. Any adjustment made shall not be inconsistent with or in violation of the collective bargaining agreement then in effect between the employer and the exclusive representative.

C. The employer shall provide an exclusive representative of an appropriate bargaining unit reasonable access to employees within the bargaining unit, including the following:

1) for purposes of newly hired employees in the bargaining unit, reasonable access includes:

(a) the right to meet with new employees, without loss of employee compensation or leave benefits; and

(b) the right to meet with new employees within thirty (30) days from the date of hire for a period of at least thirty (30) minutes but not more than one hundred twenty (120) minutes, during new employee orientation or, if the employer does not conduct new employee orientations, at individual or group meetings; and;

2) for purposes of employees in the bargaining unit who are not new employees, reasonable access includes:

(a) the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss

grievances, workplace-related complaints and other matters relating to employment relations; and

(b) the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

D. The employer shall permit an exclusive representative to use the employer's facilities or property, whether owned or leased by the employer, for purposes of conducting meetings with the represented employees in the bargaining unit. An exclusive representative may hold the meetings described in this section at a time and place set by the exclusive representative. The exclusive representative shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.

E. The meetings described in this section shall not interfere with the employer's operations.

F. If the employer has the information in its records, the employer shall provide to the exclusive representative, in an editable digital file format agreed to by the exclusive representative, the following information for each employee in an appropriate bargaining unit:

- 1) the employee's name and date of hire;
- 2) contact information, including:
 - (a) cellular, home and work telephone numbers;
 - (b) a means of electronic communication, including work and personal electronic mail addresses; and
 - (c) home address or personal mailing address; and
- 3) employment information, including the employee's job title, salary and work site location.

G. The employer shall provide the information described in Subsection F of this section to the exclusive representative within ten (10) days from the date of hire for newly hired employees in an appropriate bargaining unit, and every one hundred twenty (120) days for employees in the bargaining unit who are not newly hired employees. The information shall be kept confidential by the labor organization and its employees or officers. Apart from the disclosure required by this subsection, and notwithstanding any provision contained in the Inspection of Public Records Act, the employer shall not disclose the information described in Subsection F of this section, or employees' dates of birth or social security numbers to a third party.

H. An exclusive representative shall have the right to use the electronic mail systems or other similar communication systems of the employer to communicate with the employees in the bargaining unit regarding:

- 1) collective bargaining, including the administration of collective bargaining agreements;
- 2) the investigation of grievances or other disputes relating to employment relations; and
- 3) matters involving the governance or business of the labor organization.
- 4) all such electronic mail communications or similar communication systems used by the exclusive representative are public records and subject to the Inspection of Public Records Act or other applicable laws.

I. Nothing in this section prevents nor requires the employer from providing an exclusive representative access to employees within the bargaining unit beyond the reasonable access required under this section or limits any existing right of a labor organization to communicate with employees.

Section 4. Section 30-44 of the Los Alamos County Code of Ordinances is amended to read as follows:

SEC. 30-44. SCOPE OF BARGAINING.

A. Except for retirement programs provided pursuant to the Public Employees Retirement Act, the employer and exclusive representatives:

- 1) shall bargain in good faith on wages, hours and all other terms and conditions of employment and other issues agreed to by the parties. However, neither the employer nor the exclusive representative shall be required to agree to a proposal or to make a concession; and
- 2) shall enter into written collective bargaining agreements covering employment relations.

B. Entering into a collective bargaining agreement shall not obviate the duty to bargain in good faith during the term of the collective bargaining agreement regarding changes to wages, hours and all other terms and conditions of employment, unless it can be demonstrated that the parties clearly and unmistakably waived the right to bargain regarding those subjects. However, no party may be required, by this provision, to renegotiate the existing terms of collective bargaining agreements already in place.

C. In regard to the Public Employees Retirement Act, Employer, in a written collective bargaining agreement, may agree to assume any portion of an employee's contribution

obligation to retirement programs provided pursuant to the Public Employees Retirement Act. Such agreements are subject to the limitations set forth in this section.

D. The obligation to bargain collectively shall not be construed as authorizing the employer and an exclusive representative to enter into an agreement that is in conflict with the provisions of any other statute of this state; provided, however, that a collective bargaining agreement that provides greater rights, remedies and procedures to employees than contained in a state statute shall not be considered to be in conflict with that state statute. In the event of an actual conflict between the provisions of any other statute of this state and an agreement entered into by the employer and the exclusive representative in collective bargaining, the statutes of this state shall prevail.

E. Payroll deduction of the exclusive representative's membership dues shall be a mandatory subject of bargaining if either party chooses to negotiate the issue. The amount of dues shall be certified in writing by an official of the labor organization and shall not include special assessments, penalties or fines of any type. The employer shall honor payroll deductions until the authorization is revoked in writing by the employee in accordance with the negotiated agreement and this subsection and for so long as the labor organization is certified as the exclusive representative. Employees who have authorized the payroll deduction of dues to a labor organization may revoke that authorization by providing written notice to their labor organization during a window period not to exceed ten (10) days per year for each employee. The employer and the labor organization shall negotiate when the commencement of that period will begin annually for each employee. If no agreement is reached, the period shall be during the ten days following the anniversary date of each employee's employment. Within ten (10) days of receipt of notice from an employee of revocation of authorization for the payroll deduction of dues, the labor organization shall provide notice to the employer of an employee's revocation of that authorization. An employee's notice of revocation for the payroll deduction of dues shall be effective on the thirtieth day after the notice provided to the employer by the labor organization. No authorized payroll deduction of dues held by the employer or a labor organization on January 1, 2021 shall be rendered invalid by this provision and shall remain valid until replaced or revoked by the employee. During the time that a Labor Management Relations Board certification is in effect for a particular appropriate bargaining unit, the employer shall not deduct dues for any other labor organization.

F. The employer and a labor organization, or their employees or agents, are not liable for, and have a complete defense to, any claims or actions under the law of this state for requiring, deducting, receiving or retaining fair share dues or fees from employees, and current or former employees do not have standing to pursue these claims or actions if the fair share dues or fees were permitted at the time under the laws of this state then in force and paid, through payroll deduction or otherwise, on or before June 27, 2018. This subsection:

- 1) applies to all claims and actions pending on July 1, 2020 and to claims and actions filed on or after July 1, 2020; and

2) shall not be interpreted to infer that any relief made unavailable by this section would otherwise be available.

G. An impasse resolution or an agreement provision by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the appropriate governing body and the availability of funds. An arbitration decision shall not require the re-appropriation of funds.

H. An agreement shall include a grievance procedure to be used for the settlement of disputes pertaining to employment terms and conditions and related personnel matters. The grievance procedure shall provide for a final and binding determination. The final determination shall constitute an arbitration award within the meaning of the New Mexico Uniform Arbitration Act; such award shall be subject to judicial review pursuant to the standard set forth in the New Mexico Uniform Arbitration Act. An arbitration decision shall not require the re-appropriation of funds. The costs of an arbitration proceeding conducted pursuant to this subsection shall be shared equally by the parties.

I. The following meetings shall be closed:

- 1) meetings for the discussion of bargaining strategy preliminary to collective bargaining negotiations between Employer and the exclusive representative of the employees of the employer;
- 2) collective bargaining sessions; and
- 3) consultations and impasse resolution procedures at which the employer and the exclusive representative of the appropriate bargaining unit are present.

J. The following negotiation procedures shall apply to the employer and exclusive representatives:

- 1) The negotiations for the first contract shall be opened upon written notice by either party to the other requesting that negotiating sessions be scheduled. Subsequent requests for negotiations shall be post marked no earlier than 120 days nor later than 60 days prior to the contract ending date or as negotiated by the parties. The parties may open negotiations at any time by mutual agreement.
- 2) All negotiations will be conducted in closed sessions. Negotiations will be held at a facility and at a time mutually agreed upon by the parties.
- 3) Recesses and study sessions may be called by either team. Prior to the conclusion of any negotiating sessions, the reconvening time will be agreed upon. Caucuses may be taken as needed.
- 4) Tentative agreements reached during negotiations will be reduced to writing, dates, and initialed by each team spokesperson.

5) Agreement on contract negotiations is accomplished when the union president and the county manager sign the agreement. Provisions in multiyear agreements providing for economic increases for subsequent years shall be contingent upon the governing body appropriating the funds necessary to fund the increase for the subsequent year(s). Should the governing body not appropriate sufficient funds to fund the agreed upon increase, either party may reopen negotiations.

Section 5. Section 30-41 of the Los Alamos County Code of Ordinances is amended to read as follows:

SEC. 30-47. EMPLOYEES – LABOR ORGANIZATIONS – PROHIBITED PRACTICES.

- A. An employee, a labor organization, or its representative shall not:
- 1) Discriminate against an employee with regard to labor organization membership because of race, color, religion, creed, age, disability, sex, or national origin;
 - 2) Solicit membership for an employee or labor organization during the employee's duty hours. This does not include the work breaks or lunch periods;
 - 3) Interfere with, restrain or coerce any employee in the exercise of any right guaranteed by the provisions of the Labor Management Relations Ordinance;
 - 4) Refuse to bargain collectively in good faith with the employer;
 - 5) Refuse or fail to comply with any collective bargaining agreement with the employer. This issue is subject to the required negotiated grievance procedure negotiated by the parties;
 - 6) Refuse or fail to comply with any provision of the Labor Management Relations Ordinance; or
 - 7) Picket homes or private businesses of employees, appointed individuals, or elected officials of County.
 - 8) During the negotiation and the impasse procedure the employees, the exclusive representative or any of its employees are prohibited from communicating or negotiating issues which are the subject of negotiations with anyone other than the appointed county negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

Section 6. Effective Date. This Ordinance shall be effective thirty (30) days after publication of notice of its adoption.

Section 7. 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 2nd day of March, 2021.

INCORPORATED COUNTY OF LOS ALAMOS

**Randall T. Ryti,
Council Chair**

ATTEST:

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



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

February 23, 2021

Agenda No.: A.
Index (Council Goals): * 2021 Council Goal - Investing in Infrastructure
Presenters: Bob Westervelt, Deputy Utilities Manager - Finance/Admin
Legislative File: OR0877-21b

Title

Public Hearing for Incorporated County of Los Alamos Ordinance No. 706; Loan/Grant Agreement with the New Mexico Finance Authority for Otowi Well #2 Pump House and Equipment and Otowi Well #4 Motor Control Center Project

Recommended Action

I move that Council adopt Incorporated County of Los Alamos, New Mexico Ordinance No. 706 Authorizing the Execution and Delivery of a Loan and Subsidy Agreement (“Loan Agreement”) By and Between the Incorporated County of Los Alamos, New Mexico (the “Governmental Unit”) and the New Mexico Finance Authority, Evidencing a Special Limited Obligation of the Governmental Unit To Pay a Principal Amount of No More Than \$2,772,612.02, Together With Expenses, If Any, and Administrative Fees, Thereon, and To Accept a Loan Subsidy of No More Than \$79,832, For the Purpose of Financing the Costs of (I) Designing and Constructing a Well House, Pumps and the Associated Equipment For Otowi Well #2 and (II) Replacing the Motor Control Center To Otowi Well #4; Providing For the Pledge and Payment of the Principal, Administrative Fees and Interest Due Under the Loan Agreement Solely From the Net Revenues of the Joint Utility System of the Governmental Unit; Setting An Interest Rate For the Loan; Approving the Form of and Other Details Concerning the Loan Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent With This Ordinance; and Authorizing the Taking of Other Actions In Connection With the Execution and Delivery of the Loan Agreement. I further move that, upon passage, the Ordinance be published in its entirety.

Utilities Manager Recommendation

The Utilities Manager recommends that Council adopt the ordinance as recommended.

Board, Commission or Committee Recommendation

The Board of Public Utilities recommends that Council adopt the ordinance as recommended.

Body

On September 16, 2020, staff presented to the Utility Board the details of two low interest loan programs available to the DPU through the New Mexico Finance Authority. In addition, the economics were presented for financing some planned capital improvement projects through these loan programs. The Utility Board authorized staff to proceed with financing some large capital improvements through these programs. This loan is issued through the Drinking Water State Revolving Loan (DWSRL) Program administered by the New Mexico Finance Authority.

The proceeds will pay for construction of a well house and equipping the recently drilled Otowi Well #2 and the replacement of the motor control center at Otowi Well #4. Otowi Well #2 will serve as replacement well for one of wells in the Pajarito Well Field that are nearing the end of their useful life. Otowi Well #2 will produce 1,300 gallons per minute, which will make it one of the best producing wells in the system. Otowi Well #2 has an estimated useful life of 40-50 years and replacement of the motor control center in Otowi Well #4 will ensure another 20 years of reliable operation.

The loan amount is \$2,772,612.02, over a 25 year term, at an interest rate of 1%. The annual payment will depend on the final project costs and draws against the available loan funds, with a maximum if all funds are drawn of \$125,940.72. An additional \$79,832 will be granted to DPU as a subsidy which will not have to be paid back. The subsidy is a fortunate bonus to the DPU available at the time of our application. The ordinance was introduced in the February 2, 2021 Council meeting and a public hearing on the Ordinance was held at the February 23, 2021 Council meeting. The closing of the loan agreement is scheduled to take place on April 9, 2021 and the project will be advertised for bids soon after closing.

Alternatives

If the ordinance is not approved staff will bring the project for approval at a future date funded by water production capital funds.

Fiscal and Staff Impact/Planned Item

None

Attachments

- A - Ordinance No. 706
- B - Loan and Subsidy Agreement
- C - Vicinity Map
- D - Notice of Public Hearing

Thereupon, there were officially filed with the County Clerk copies of a proposed Ordinance and Water Project Fund Loan/Grant Agreement in final form, the proposed Ordinance being as hereinafter set forth:

[Remainder of page intentionally left blank.]

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

ORDINANCE NO. 706

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$2,772,612.02, TOGETHER WITH EXPENSES, IF ANY, AND ADMINISTRATIVE FEES, THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$79,832, FOR THE PURPOSE OF FINANCING THE COSTS OF (I) DESIGNING AND CONSTRUCTING A WELL HOUSE, PUMPS AND THE ASSOCIATED EQUIPMENT FOR OTOWI WELL #2 AND (II) REPLACING THE MOTOR CONTROL CENTER TO OTOWI WELL #4; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, duly organized and existing incorporated county under and pursuant to the laws of the State and more specifically, Article X, Section 5, New Mexico Constitution, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the Finance Authority and approved by the Water Trust Board pursuant to the Board Rules and the Policies and the Act; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the County Clerk, this Ordinance and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in this Section 1 shall, for all purposes, have the meaning herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

“Authorized Officers” means any one or more of the Chair of the Governing Body, Vice Chair of the Governing Body, County Manager, Utilities Manager and the County Clerk of Governmental Unit.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement authorized by this Ordinance.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, including the Expense Fund Component.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Expense Fund” means the expense fund hereby created to be held and administered by the Finance Authority to pay Expenses.

“Expense Fund Component” means an amount equal to one percent (1%) of each Disbursement for the Project, minus any amount forgiven under the Loan Agreement, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

“Expenses” means the Finance Authority’s costs of issuance of the Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Finance Authority” means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the duly organized County Council of the Governmental Unit and any successor governing body of the Governmental Unit.

“Governmental Unit” means the Incorporated County of Los Alamos, New Mexico.

“Gross Revenues” has the meaning given to that term in the Loan/Grant Agreement.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

“Interest Rate” means the rate of interest on the Loan Agreement as shown on the Term Sheet.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, Expenses, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit “B” thereto.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements (including the Expense Fund Component) then outstanding.

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to 2.797% of the Maximum Principal Amount. The Maximum Forgiven Principal is \$79,832.

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$2,772,612.02.

“Maximum Principal Amount” means \$2,852,444.02.

“Net System Revenues” means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacement and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the water utility system.

“NMSA” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Ordinance” means this Ordinance No. 706 adopted by the Governing Body of the Governmental Unit on February 23, 2021, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet to the Loan Agreement, as supplemented from time to time in accordance with the provisions hereof.

“Parity Obligations” means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

“Pledged Revenues” means the Net System Revenues of the Governmental Unit pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

“Project” means the project described in the Term Sheet.

“Senior Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

“State” means the State of New Mexico.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“Subsidy” means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being 2.797% of such Disbursement.

“System” means the electric, gas, water and wastewater system of the Governmental Unit, owned and operated by the Governmental Unit, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and completion of the Project, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.

B. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

C. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

F. Other than as described on the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of \$2,772,612.02 and interest thereon, and to accept a loan subsidy in the amount of \$79,832 and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of \$2,852,444.02. The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal

of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance

Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees, Expenses and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Resolution.

C. Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions,

affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. Prior to the Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, this Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Closing Date, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Council Chair and County Clerk, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Summary of Ordinance for Publication.]

Incorporated County of Los Alamos, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 706, duly adopted and approved by the County Council of the Incorporated County of Los Alamos on February 23, 2021. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the County Clerk, at 1000 Central Avenue, Los Alamos, New Mexico.

The title of the Ordinance is:

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
ORDINANCE NO. 706

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$2,772,612.02, TOGETHER WITH EXPENSES, IF ANY, AND ADMINISTRATIVE FEES, THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$79,832, FOR THE PURPOSE OF FINANCING THE COSTS OF (I) DESIGNING AND CONSTRUCTING A WELL HOUSE, PUMPS AND THE ASSOCIATED EQUIPMENT FOR OTOWI WELL #2 AND (II) REPLACING THE MOTOR CONTROL CENTER TO OTOWI WELL #4; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Ordinance.

This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The Governmental Unit through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 23RD DAY OF FEBRUARY, 2021.

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By _____
Randell T. Ryti, Council Chair

ATTEST:

By _____
Naomi D. Maestas, County Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Ordinance duly seconded by Governing Body Member _____.

The motion to adopt said Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ () Members of the Governing Body having voted in favor of the motion, the Council Chair declared the motion carried and the Ordinance adopted whereupon the Council Chair and County Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of other matters not relating to the Ordinance, the meeting on motion duly made, seconded and carried, was adjourned.

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By _____
Randall T. Ryti, Council Chair

ATTEST:

By _____
Naomi D. Maestas, County Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO

)
) ss.

COUNTY OF LOS ALAMOS

I, Naomi D. Maestas, the duly qualified and acting County Clerk of the Incorporated County of Los Alamos (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the County Council of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting via Zoom webinar on February 23, 2021 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Ordinance No. 706 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 21-01, adopted and approved on January 5, 2021, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of April, 2021.

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By _____
Naomi D. Maestas, County Clerk

5762993_3

EXHIBIT "A"

Notice and Agenda of Meeting

Authorizing Ordinance
Incorporated County of Los Alamos, Loan No. DW-5456

A-1
ATTACHMENT A

\$2,852,444.02 Maximum Principal Amount

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

dated

April 9, 2021

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

ATTACHMENT B

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the “Loan Agreement”), dated as of April 9, 2021, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”), and the INCORPORATED COUNTY OF LOS ALAMOS, New Mexico (the “Governmental Unit”), an incorporated county duly organized and existing under the laws of the State of New Mexico (the “State”).

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the Finance Authority is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the “DWSRLF Act”) to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the Finance Authority to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act; and

WHEREAS, a portion of the Loan funds made available under this Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan and Subsidy from the Finance Authority to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit “A”; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS, the New Mexico Environment Department (the “Department”) has determined that the Governmental Unit’s Project plans and specifications comply with the provisions of 42 U.S.C. Section 300j-12 and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act are federal funds categorized as CFDA 66.468; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the Finance Authority has determined that the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund, the Finance Authority has found and determined that the Project meets all applicable requirements of the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the Safe Drinking Water Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Finance Authority and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise.

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Program Amount” means, with respect to this Loan Agreement, the sum of \$2,824,193.70 which amount shall be available for disbursal to the Governmental Unit to pay costs of the Project.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to this Loan Agreement, together with the required supporting documentation set out in Exhibit “C” submitted to and approved by the Finance Authority pursuant to Section 4.2 of this Loan Agreement.

“Authorized Officers” means, with respect to the Governmental Unit, any one or more of the Chair of the Governing Body, Vice Chair of the Governing Body, County Manager, Utilities Manager and the County Clerk thereof; and with respect to the Finance Authority, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer of the Finance Authority, and any other officer or employee of the Finance Authority designated in writing by an Authorized Officer of the Finance Authority.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to this Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

“Department” means the New Mexico Environment Department.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, including the Expense Fund Component calculated on the basis of the amount of such Approved Requisition.

“Drinking Water Fundable Priority List” means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended, NMSA 1978; Article X, Section 5, New Mexico Constitution; and enactments of the Governing Body relating to this Loan Agreement including the Ordinance.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the United States Environmental Protection Agency.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Expense Fund” means the expense fund hereby created to be held and administered by the Finance Authority to pay Expenses.

“Expense Fund Component” means an amount equal to one percent (1%) of each disbursement for the Project, minus any amount forgiven under this Loan Agreement, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

“Expenses” means the Finance Authority’s costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

“Finance Authority Act” means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Governmental Unit.

“Governing Body” means the duly organized County Council of the Governmental Unit and any successor governing body of the Governmental Unit.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of electric, gas, water and wastewater services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of

Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Loan Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

“Independent Accountant” means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intended Use Plan” means the current plan prepared by the Finance Authority and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) which establishes criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each disbursement.

“Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Interim Period” means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the Finance Authority as provided in Section 4.1(b) of the Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

“Interim Loan Agreement Payment Schedule” means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit “B”.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, Expenses, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit “B,” or in the Final Loan Agreement Payment Schedule.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

“Loan Agreement Term” means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to 2.79% of the Maximum Principal Amount. The Maximum Forgiven Principal is \$79,832.

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$2,772,612.02.

“Maximum Principal Amount” means \$2,852,444.02.

“Memorandum of Understanding” means the current memorandum of understanding by and between the Finance Authority and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund.

“Net Revenues” means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for

debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

“Operating Agreement” means the operating agreement entered into between the Finance Authority and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee’s general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues. In the event there is a conflicting description of Operation and Maintenance

Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

“Ordinance” means Ordinance No. 706 adopted by the Governing Body of the Governmental Unit on February 23, 2021, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

“Parity Obligations” means any obligations of the Governmental Unit under this Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc. or S & P Global Ratings; and (iv) the State Treasurer’s short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments by the Ordinance and this Loan Agreement and described in the Term Sheet.

“Principal Component” means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit “B” attached to this Loan Agreement.

“Project” means the project(s) described on the Term Sheet.

“Safe Drinking Water Act” means 42 U.S.C. §§ 300f et seq.

“Senior Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

“Service Area” means the area served by the System, whether situated within or without the limits of the Governmental Unit.

“State Environmental Review Process” or “SERP” means the environmental review process adopted by the Finance Authority, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Parity Obligations having a n the Pledged Revenues, including any such obligations shown on the Term Sheet.

“Subsidy” means any subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being 2.79% of such Disbursement.

“System” means the electric, gas, water and wastewater system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part. The System consists of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the joint utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the joint utility system, whether situated within or without the limits of the Borrower/Grantee.

“Term Sheet” means Exhibit “A” attached to this Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

“Utility Revenue Bonds” means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Parity Obligations and Subordinated Obligations.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit.
The Governmental Unit represents, covenants and warrants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board

or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Loan Agreement and Readiness to Proceed. The Governmental Unit is an incorporated county in the State, and is duly organized and existing under the statutes and laws of the State, including specifically Article X, Section 5, New Mexico Constitution. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the Finance Authority and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall requisition moneys to pay for the costs of the Project not less frequently than quarterly following the Closing Date;

(ii) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the Finance Authority to assure sufficient revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in

furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

(j) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(l) Outstanding and Additional Debt. Except for any Senior Obligations, and any Parity Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the Finance Authority. Prior to entering into additional indebtedness to be secured by a parity lien on the Pledged Revenues, the Governmental Unit shall comply with the terms of Section 5.4 hereof and shall seek the written consent of the Finance Authority, such consent shall not be unreasonably withheld. During the term of this Loan Agreement, prior to entering into any indebtedness secured by any revenues of the Governmental Unit other than the Pledged Revenues, the Governmental Unit shall notify the Finance Authority in writing of such indebtedness.

(m) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit

or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. Neither the execution and delivery of this Loan Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement.

(o) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(p) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one hundred twenty percent (120%) on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed, one hundred twenty percent (120%) of the maximum annual principal and interest due on all outstanding Parity Obligations of the Governmental Unit.

(q) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(r) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing this Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the Finance Authority, and notification of any event deemed material by the Finance Authority. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation or alleged violation by a state or federal agency of appropriate jurisdiction, of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund.

(s) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually, so long as the Governmental Unit expends more or equal to the threshold amount set forth in 2 C.F.R.

Section 200.501 during any one Fiscal Year, cause an audit of the books and accounts of its operations in their entirety, or in the alternative an audit of the books and accounts of each of its departments, agencies and other organizational units which expended or otherwise administered the Loan or any other funds derived from the government of the United States, to be completed by an Independent Accountant in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The audit will be available for inspection by the Finance Authority and by the Environmental Protection Agency.

(t) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

Section 2.2 Protective Covenants Regarding Operation of the System. The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant. The Governmental Unit covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred twenty percent (120%) of the maximum annual principal and interest payments due on all outstanding Parity Obligations.

(b) Efficient Operation. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the Service Area of the System.

(c) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of Utility Revenue Bonds are not subject to inspection or copying.

(d) Right to Inspect. The Finance Authority, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues, and the System.

(e) Audits. Within two hundred seventy (270) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the Finance Authority. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(s) of this Loan Agreement.

(f) Billing Procedure. Bills for electric, gas, water and wastewater services or facilities, or any combination, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, utility services shall be discontinued as required by Governmental Unit regulation, policy or ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection. Electric, gas, water and wastewater utility services may be billed jointly with each other, provided that each such joint bill shall show separately the electric, gas, water and wastewater utility charges.

(g) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on Finance Authority.

(h) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem Utility Revenue Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(i) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System, shall obtain a written report from an independent utility rate consultant stating that in the opinion of the consultant the use charges in effect immediately prior to the approval of the franchise or license by the Governmental Unit are sufficient to meet the requirement of section 2.1(p) (expected coverage ratio) for the first full calendar year after the approval of the franchise or license, based on the new Service Area of the System.

(j) Alienating System. While this Loan Agreement is outstanding, the Governmental Unit shall not transfer, sell or otherwise dispose of the System, except that the Governmental Unit may dispose of inadequate, obsolete or worn out property. For purposes of this Section, any transfer of an asset over which the Governmental Unit retains or regains substantial control shall, for so long as the Governmental Unit has such control, not be deemed a disposition of the System.

(k) Management of the System. If an Event of Default shall occur or if the Pledged Revenues in any Fiscal Year fail to equal principal and interest due on the Senior Obligations and the Parity Obligations, the Governmental Unit shall retain an independent consultant qualified in the management of utility systems to assist in the management of the System so long as such default continues.

(l) Competent Management. The Governmental Unit shall employ experienced and competent personnel to manage the System.

(m) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the regulations, policies or ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Loan Agreement and the proper segregation and application of the Gross Revenues.

(n) Other Liens. Except for any Senior Obligations and Parity Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with or senior to the lien of this Loan Agreement.

Section 2.3 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit:

(a) Legal Status and Authorization of Loan Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of

the State, particularly the Finance Authority Act. The Finance Authority has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Finance Authority, or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(c) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the Finance Authority, neither the execution and delivery of this Loan Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligations. This Loan Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) On the Closing Date, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursement by the Finance Authority to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the Finance Authority, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the Finance Authority. The Finance Authority or its designee shall review each requisition for compliance with (i) the Project's construction plans and specifications and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The Finance Authority shall cause Approved Requisitions to be paid from the State Drinking Water Revolving Loan Fund.

Section 4.3 Expense Fund Deposit. The Finance Authority shall determine the amount of the Expense Fund Component at the time of each payment to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement and deposit such amount to the Expense Fund.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan

Agreement Payments on a parity with any Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Final Loan Agreement Payment Schedule.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the Finance Authority shall recalculate on the basis of the Aggregate Repayable Disbursements to that date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final disbursement, the Finance Authority shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The Finance Authority shall provide a Final Loan Agreement Payment Schedule following the final disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the Finance Authority or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the Finance Authority or its designee pursuant to this Loan Agreement shall be accounted for and maintained by the Finance Authority or its designee in the Debt Service Account, which account shall be kept separate and

apart from all other accounts of the Finance Authority. The amounts on deposit in the Debt Service Account shall be expended and used by the Finance Authority only in the manner and order of priority specified herein.

(a) As a subordinate charge and lien, but not an exclusive subordinate charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations and subordinate to any outstanding Senior Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, Interest and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period the Governmental Unit shall monthly, commencing on the first day of the month next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, in monthly installments, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account the following amounts:

(A) Interest and Administrative Fee Components. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and monthly thereafter, commencing on each Loan Agreement Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component and Administrative Fee Component on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Principal Component; and thereafter on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer each month to the Finance Authority, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the Finance Authority shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the Finance Authority shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Parity Obligations Payable from Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period")

shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) With prior written notice to the Finance Authority, no provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, without the written approval of the Finance Authority.

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section 5.5.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 of this Loan Agreement.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the Finance Authority or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the Finance Authority. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the Finance Authority pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the Finance Authority or its designee shall disburse moneys to pay a requisition upon receipt and approval by the Finance Authority or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation.

Section 6.3 Completion of the Acquisition of the Project. Upon completion of the acquisition of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the acquisition of the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the Finance Authority shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the Finance Authority will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a) For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b) For all construction contracts awarded in excess of \$10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c) For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d) For all construction subcontracts, and subgrants of amounts in excess of \$100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection

Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e) For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f) For all contracts in excess of \$2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit.

(g) For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program for Utilization of Minority and Women's Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.

(h) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order dated September 25, 2012 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(j) For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the Finance Authority pertaining to the Project or (ii) the Finance Authority has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(k) For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default under this Agreement.

(l) For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(m) For all contracts, the Governmental Unit shall comply with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts, and the Governmental Unit and procurement contractors shall include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the Project shall include in any contract in excess of \$2,000 the contract clauses set out in the EPA publication entitled “Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e).”

(n) The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the United States Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the EPA for the Project.

(o) The Governmental Unit acknowledges that it is subject to the terms of the Environmental Protection Agency Memorandum titled “Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs” dated December 11, 2020. The Governmental Unit shall comply with 2 CFR 200.216 and Section 889 of Public Law 115-232 and shall not use Loan or Subsidy funds to obtain or enter into a contract to obtain covered telecommunications equipment produced or provided by companies listed in the System for Award Management exclusion list at SAM.gov. The exclusion list includes, but is not limited to, Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities.

The Finance Authority or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 Lien Status. The Loan Agreement Payments constitute an irrevocable subordinate lien (but not necessarily an exclusive subordinate lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a subordinate lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the Finance Authority or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Finance Authority or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the Finance Authority and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or its designee, shall defend the Finance Authority or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the Finance Authority or its designee, if any, unless the Finance Authority or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or its designee but cannot be cured within the applicable thirty (30) day period, the Finance Authority or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings to protect the Finance Authority's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to

become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements (except the Expense Fund Component); or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the Finance Authority, in connection with such Event of Default shall have been paid or provided. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any such Event of Default shall have been discontinued or abandoned or determined

adversely, then and in every such case, the Finance Authority shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the Finance Authority employs attorneys or incurs other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

Incorporated County of Los Alamos
Attn.: Philo Shelton, Utilities Manager
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

If to the Finance Authority, then to:

New Mexico Finance Authority
Attention: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

And if to Finance Authority's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the Finance Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. This Loan Agreement may be amended only with the written consent of the Finance Authority and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. This Loan Agreement (except as to the Administrative Fee and Expense Fund Component) may be assigned and transferred by the Finance Authority to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself has executed this Loan Agreement, which was approved by the Finance Authority's Board of Directors on November 19, 2020, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the Finance Authority:

SUTIN, THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan Counsel to the Finance Authority

By _____
Suzanne Wood Bruckner

Approved for Execution by Officers of the Finance Authority:

By _____
Daniel C. Opperman, Chief Legal Officer

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By: _____
Randall T. Ryti, Council Chair

[SEAL]

ATTEST:

By: _____
Naomi D. Maestas, County Clerk

EXHIBIT "A"

TERM SHEET

LOAN NO. DW-5456
TO THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

Governmental Unit: Incorporated County of Los Alamos, New Mexico

Project Description: Finance the costs of (i) designing and constructing a well house, pumps, and the associated equipment for Otowi Well #2 and (ii) replacing the motor control center to Otowi Well #4

Pledged Revenues: Net System Revenues of the Joint Utility System

Outstanding Senior Obligations for Pledged Revenues: Governmental Unit's Utility System Revenue Bonds, Series 2010A-D (PPRF Loan PPRF-2461) maturing in 2030

Outstanding Subordinate (Parity) Obligations for Pledged Revenues: NMFA PPRF Loan PPRF-3150 maturing in 2034

Outstanding Parity Obligations (Super Subordinate):
OUTSTANDING JUNIOR LIENS OF THE WATER UTILITY:
NMFA WTB Loan WTB-0089;
NMFA WTB Loan WTB-0156;
NMFA WTB Loan WTB-0157;
NMFA WTB Loan WTB-0220;
NMFA WTB Loan WTB-0221;
NMFA WTB Loan WTB-4826;
NMFA WTB Loan WTB-5081
OUTSTANDING JUNIOR LIENS OF THE JOINT UTILITY DEBT (ELECTRIC, GAS, WATER AND WASTEWATER):
New Mexico Environment Department (NMED) 2009 CWSRF 09L ARRA Loan maturing in 2031;
NMFA WTB Loan WTB-0318;
NMFA WTB Loan WTB-0340
OUTSTANDING JUNIOR LIEN OF THE WATER AND WASTEWATER UTILITY:
NMFA WTB Loan WTB-3557

Authorizing Legislation:	Governmental Unit Ordinance No. 706 adopted February 23, 2021	
Closing Date:	April 9, 2021	
Interest Rate:	1.00% (which includes the Administrative Fee)	
Maximum Forgiven Program Fund Component:	\$ 79,033.68	
Maximum Repayable Program Fund Component:	\$2,745,160.02	
Aggregate Program Fund Amount:		\$2,824,193.70
Maximum Forgiven Expense Fund Component:	\$ 798.32	
Maximum Repayable Expense Fund Component:	\$ 27,452.00	
Maximum Expense Fund Component:		\$ 28,250.32
Maximum Principal Amount:		\$2,852,444.02
Subsidy Percent:	2.79%	

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

B-1

Loan Agreement
Incorporated County of Los Alamos, Loan No. DW-5456

ATTACHMENT B

EXHIBIT "C"

FORM OF REQUISITION

RE: \$2,852,444.02 Loan Agreement by and between the Finance Authority and the Incorporated County of Los Alamos (the "Loan Agreement")

TO: DW@nmfa.net or
New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Client Services

LOAN NO. DW-5456

CLOSING DATE: April 9, 2021

You are hereby authorized to disburse to the Incorporated County of Los Alamos or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		<input type="checkbox"/> Interim Request <input type="checkbox"/> Final Request
AMOUNT OF PAYMENT:	\$	

For Period (work encumbered) _____ to _____

PURPOSE OF PAYMENT:

This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Please indicate if this Business is considered a

<input type="checkbox"/> SBE (Small Business Entrepreneur)	<input type="checkbox"/> MBE (Minority Business Entrepreneur)	<input type="checkbox"/> WBE (Women owned business Entrepreneur)	<input type="checkbox"/> N/A
------------------------------------------------------------	---------------------------------------------------------------	------------------------------------------------------------------	------------------------------

(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the Incorporated County of Los Alamos is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the Incorporated County of Los Alamos understands its obligation to complete the acquisition and installation of the Project and shall complete the acquisition and installation of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____

By: _____
Authorized Officer

(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: \$2,852,444.02 Loan Agreement by and between the Finance Authority and the Incorporated County of Los Alamos (the "Loan Agreement")

Loan No. DW-5456

Closing Date: April 9, 2021

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Incorporated County of Los Alamos, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on _____, 20__.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan was \$ _____.

4. The portion of the Maximum Principal Amount unexpended for the Project is \$ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By: _____

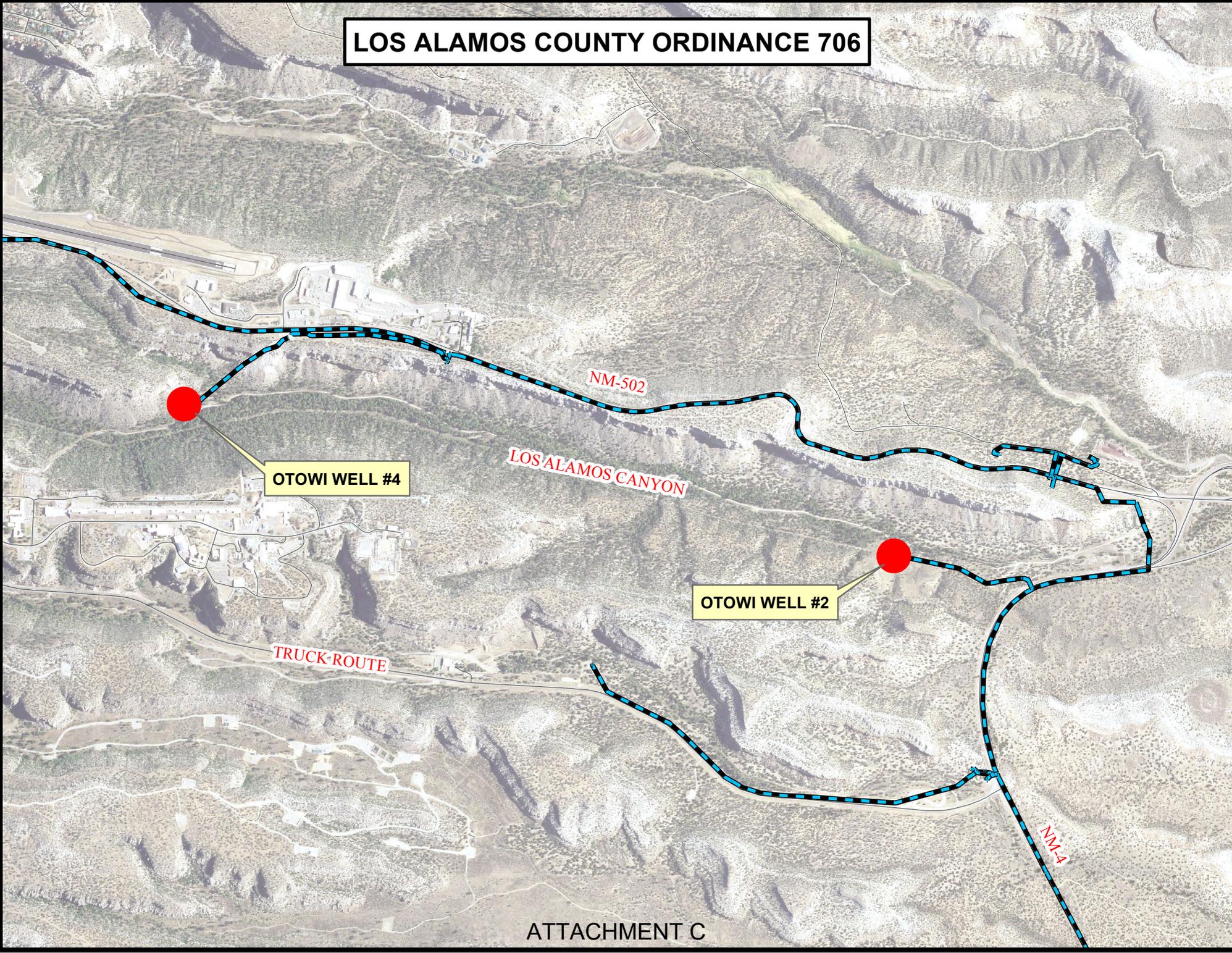
Its: _____

D-1

Loan Agreement
Incorporated County of Los Alamos, Loan No. DW-5456

ATTACHMENT B

LOS ALAMOS COUNTY ORDINANCE 706



OTOWI WELL #4

OTOWI WELL #2

NOTICE OF ORDINANCE NO. 706

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 706. This will be considered by the County Council at a virtual meeting on Tuesday, February 23, 2021, at 6:00 p.m., at 1000 Central Ave, Los Alamos, New Mexico 87544. The format used will comply with the New Mexico Department of Health's public emergency order governing mass gathering because of COVID-19. Public, in-person attendance will not be allowed. Members of the public can view the agenda and live stream the meeting using this link below: <http://losalamos.legistar.com/Calendar.aspx>. The meeting will also be broadcast live on cable television on PAC-8, the local community station. Members of the public wishing to attend may participate and provide public comment via Zoom, by linking to the following URL address, or by calling the conference call lines listed below:

<https://zoom.us/j/92738640267>

Or iPhone one-tap:

US: +12532158782, 92738640267# or +13462487799, 92738640267#

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: 927 3864 0267

International numbers available: <https://zoom.us/j/92738640267>

The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 706

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$2,773,418, TOGETHER WITH EXPENSES, IF ANY, AND ADMINISTRATIVE FEES, THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$79,832, FOR THE PURPOSE OF FINANCING THE COSTS OF (I) DESIGNING AND CONSTRUCTING A WELL HOUSE, PUMPS AND THE ASSOCIATED EQUIPMENT FOR OTOWI WELL #2 AND (II) REPLACING THE MOTOR CONTROL CENTER TO OTOWI WELL #4; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Council of the Incorporated County of Los Alamos

By: /s/Randall T. Ryti, Council Chair

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



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

February 23, 2021

Agenda No.: A.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: RE0456-21

Title

Incorporated County of Los Alamos Resolution No. 21-04: A Resolution Opposing House Bill 4 of the First Session of the 55th Legislature; Urging the New Mexico Legislature to Provide More Resources for Behavioral Health Prevention and Treatment, Since Behavioral Health Issues are the Root Cause of Many Civil Rights Claims Against Local Governments; and Recommending Damage Caps on Any New Civil Rights Cause of Action as Well as Funding for Any Increased Costs Associated with it.

Recommended Action

I move that Council adopt the amended version of Incorporated County of Los Alamos Resolution No. 21-04: A Resolution Opposing the House Judiciary Committee Substitute for House Bill 4 of the First Session of the 55th Legislature; Urging the New Mexico Legislature to Provide More Resources for Behavioral Health Prevention and Treatment, Since Behavioral Health Issues are the Root Cause of Many Civil Rights Claims Against Local Governments; and Recommending Damage Caps on Any New Civil Rights Cause of Action as Well as Funding for Any Increased Costs Associated with it.

Body

Chair Ryti and Councilor Reagor requested that this item be considered by Council. The intent of the original resolution was to express the County Council's belief that House Bill 4 should not be adopted by the Legislature for the reasons stated in the resolution. After the creation and publication of this resolution (shown in Attachment B), changes were made by the House Judiciary Committee (HJC), who substituted a revised version of the bill in place of the original HB-4. This HJC Substitute was then passed by the NM House of Representatives and forwarded to the NM Senate for their consideration. In order to appropriately express the County's position on this substitute legislation, the proposed Resolution was revised. Attachment B illustrates the original language contemplated prior to the House's action, Attachment C contains an Amended Resolution 21-04 that has been updated to reflect the changes to HB-4.

Alternatives

Council could choose to not approve the amended resolution, or to direct staff to alter the resolution and return with a revised version.

Fiscal and Staff Impact/Unplanned Item

There is not anticipated fiscal or staff impact related to the approval of this resolution beyond the administrative tasks of recording this action.

Attachments

A - Publication Notice for Los Alamos Resolution No. 21-04

B - Incorporated County of Los Alamos Resolution 21-04

C - Amended Resolution 21-04

**NOTICE OF RESOLUTION NO. 21-04
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. 21-04. This will be considered by the County Council at a virtual meeting on Tuesday, February 23, 2021, at 6:00 p.m., at 1000 Central Ave, Los Alamos, New Mexico 87544. The format used will comply with the New Mexico Department of Health's public emergency order governing mass gathering because of COVID-19. Public, in-person attendance will not be allowed. Members of the public can view the agenda and live stream the meeting using this link below: <http://losalamos.legistar.com/Calendar.aspx> The meeting will also be broadcast live on cable television on PAC-8, the local community station. Members of the public wishing to attend may participate and provide public comment via Zoom, by linking to the following URL address, or by calling the conference call lines listed below:

Please click the link below to join the webinar:

<https://zoom.us/j/92738640267>

Or iPhone one-tap:

US: +12532158782, 92738640267# or +13462487799, 92738640267#

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: 927 3864 0267

International numbers available: <https://zoom.us/j/92738640267>

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. 21-04
A RESOLUTION OPPOSING HOUSE BILL 4 OF THE FIRST SESSION OF THE 55TH LEGISLATURE**

Council of the Incorporated County of Los Alamos

By: /s/Randall T. Ryti, Council Chair

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

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-04

**A RESOLUTION OPPOSING HOUSE BILL 4
OF THE FIRST SESSION OF THE 55TH LEGISLATURE**

WHEREAS, in Laws 2020, 1st Special Session, Chapter 1 (HB 5) and in response to certain high-profile civil rights violations by law enforcement officers in other states, the New Mexico Legislature created the New Mexico Civil Rights Commission (Commission) to develop policy proposals for laws for the creation of a civil right of action for the deprivation, by a public body or a person acting on behalf of or under the authority of a public body, of any right, privilege or immunity secured by the Constitution of New Mexico; and

WHEREAS, a divided Commission voted 5-4 to recommend that the Legislature create a new State law cause of action for violations of the New Mexico Constitution that:

- would NOT include a cap on compensatory damages, which is a break from the long-standing balance struck in the New Mexico Tort Claims Act (NMTCA) between compensating those harmed by government action and the public good; and
- WOULD mandate the award of litigation expenses and attorney fees for prevailing plaintiffs, which can exceed the damages awarded to plaintiffs and are based upon hourly rates over \$450/hour; and

WHEREAS, the Commission's recommended legislation was largely introduced into the First Session of the 55th Legislature of the State of New Mexico as House Bill 4 (HB 4); and

WHEREAS, a new cause of action is unnecessary to address New Mexico constitutional deprivations by law enforcement officers (including detention officers at county jails), since the NMTCA already waives sovereign immunity for such claims and qualified immunity is not a defense to such claims (NMSA 1978, § 41-4-12); and

WHEREAS, the NMTCA allows plaintiffs to recover damage awards up to \$1,050,000 and does not allow for the recovery of litigation expenses and attorney fees; and

WHEREAS, the NMTCA balances compensating those damaged by government action and the public good, since insurance premiums and uninsured claim costs take money that would otherwise be available for essential government services; and

WHEREAS, research by New Mexico Counties presented to the Commission demonstrated that New Mexico – one of the poorest states in the Union – already allows for some of the highest damage awards in the Country for State law claims against law enforcement officers; and

WHEREAS, eliminating caps and mandating the award of litigation expenses and attorney fees will increase the costs of claims and will likely encourage more claims to be filed; and

WHEREAS, New Mexico Counties and other governmental entities also demonstrated that a new cause of action would cause reinsurance and other insurance coverage to no longer be available to the New Mexico County Insurance Authority; and

WHEREAS, the unavailability of reasonably-priced insurance will cause local governments to self-insure significant risk, which will divert scarce resources from the very services that proponents of the new cause of action are trying to improve to individual claimants and their attorneys; and

WHEREAS, the new cause of action carries the risk of unintended, negative consequences, including the elimination of services or the privatization of services; and

WHEREAS, uninsured judgments that cannot be satisfied through existing resources will be paid by our citizens, through property taxes levied to meet the judgment (N.M. Const., art. 8, Section 7; NMSA 1978, §.7-37-7(C)(3)); and

WHEREAS, many challenges faced by local law enforcement and county jails stem from co-occurring substance abuse and mental health disorders in the population with which they interact; and

WHEREAS, instead of diverting resources to individual claims, the Legislature should be providing more resources to serve this population, which would minimize their interactions with law enforcement and keep them out of county jails; and

WHEREAS, information presented to the Commission demonstrated that the New Mexico Law Enforcement Academy needs additional resources to better train law enforcement officers and timely discharge its goal of investigating law enforcement officers accused of misconduct; and

WHEREAS, timely removing the certification of so-called “bad cops” would more effectively and quickly meet the goal of improving law enforcement by avoiding the recycling of such bad actors among law enforcement departments; and

WHEREAS, the new cause of action would apply to any public body, defined as a “state or local government, an advisory board, a commission, an agency or an entity created by the constitution of New Mexico or any branch of government that receives public funding, including political subdivisions, special tax districts, school districts and institutions of higher education” or person acting on its behalf; and

WHEREAS, such a broadly drawn cause of action could have far reaching ramifications in areas not duly considered by the Commission, including actions by former students against school districts for failing to provide an adequate education as required by Article XII, Section 1.

NOW, THEREFORE, BE IT RESOLVED by the County Council of the Incorporated County of Los Alamos of the County that:

1. It opposes HB 4 in its current form, since:
 - a. it is unnecessary because victims of State constitutional violations by law enforcement officers (including detention officers) can already bring lawsuits for money damages for violations of their New Mexico Constitutional rights under existing state law;
 - b. it will not address the root cause of many claims against local governments—namely the lack of adequate state resources to treat substance abuse and mental health disorders in our community;
 - c. it will further harden the public liability insurance market, requiring local governments to self-insure more risk and creating the real possibility that property taxes will need to be imposed to meet uninsured judgments;
 - d. it will likely be ineffective at driving reform or otherwise improving law enforcement or other services, because it will divert resources from law enforcement and detention officer recruitment, retention, and training and other critical services to claims; and
 - e. it may have unintended, negative consequences, such as eliminating critical high risk services, reduction of resources to educate students, and a return to privatization of detention facilities to transfer risk to private companies.
2. If a new State law cause of action for the deprivation of New Mexico Constitutional rights is to be enacted, it urges the Legislature to:
 - a. enact caps on compensatory damages comparable to those in the NMTCA; and
 - b. not allow the award of litigation expenses and attorney fees to prevailing plaintiffs, which will increase the costs of all claims and will encourage more claims to be filed, including those with minimal damages.
3. It urges the Legislature to invest in:
 - a. behavioral health prevention and treatment, to address the root cause of many law enforcement claims against local governments; and
 - b. re-vamping and improving the operations of the New Mexico Law Enforcement Academy.

PASSED AND ADOPTED this 23rd day of February, 2021.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS, NEW MEXICO**

**Randall T. Ryti,
Council Chair**

ATTEST:

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

AMENDED INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-04

A RESOLUTION OPPOSING THE HOUSE JUDICIARY COMMITTEE SUBSTITUTE FOR HOUSE BILL 4 OF THE FIRST SESSION OF THE 55TH LEGISLATURE

WHEREAS, in Laws 2020, 1st Special Session, Chapter 1 (HB 5) and in response to certain high-profile civil rights violations by law enforcement officers in other states, the New Mexico Legislature created the New Mexico Civil Rights Commission (the “Commission”) to develop policy proposals for laws for the creation of a civil right of action for the deprivation, by a public body or a person acting on behalf of or under the authority of a public body, of any right, privilege or immunity secured by the Constitution of New Mexico; and

WHEREAS, the Los Alamos County Council robustly supports civil and human rights for all however the HJC Substitute for HB 4 as proposed fails to remedy the harms it claims to address warranting opposition to the adoption of any form of the bill into New Mexico Law, but if the bill proceeds regardless, making needed amendments to minimize the harm to taxpayers of Los Alamos County and the State of New Mexico; and

WHEREAS, a divided Commission voted 5-4 to recommend that the Legislature create a new State law cause of action for violations of the New Mexico Constitution that, among other things, would:

- NOT include a cap on compensatory damages, which is a break from the long-standing balance struck in the New Mexico Tort Claims Act (the “NMTCA”) between compensating those harmed by government action and the need for government to provide essential services for all;
- mandate the award of litigation expenses and attorney fees for prevailing plaintiffs, which can exceed the amount of damages awarded to plaintiffs and are based upon hourly rates of hundreds of dollars per hour; and
- be available against any public body, defined as a “state or local government, an advisory board, a commission, an agency or an entity created by the constitution of New Mexico or any branch of government that receives public funding, including political subdivisions, special tax districts, school districts and institutions of higher education”, and any person acting on behalf of, under color of or within the course and scope of the authority of a public body; and

WHEREAS, the Commission’s recommended legislation was largely introduced into the First Session of the 55th Legislature of the State of New Mexico as House Bill 4 (“HB 4”); and

WHEREAS, the House Judiciary Committee recommended that HB 4 do not pass, but instead, recommended that its substitute do pass; and

WHEREAS, the House Judiciary Committee Substitute for House Bill 4 (the “HJC Substitute”) makes significant changes to HB 4 that ameliorate but do not eliminate concerns with HB 4; and

WHEREAS, the HJC Substitute, among other things, would:

- be limited to claims for the deprivation of any rights, privileges or immunities secured pursuant to the Bill of Rights of the New Mexico Constitution;
- have a per claim cap, inclusive of the claimant's costs of action and reasonable attorney fees, of Two Million Dollars (\$2,000,000.);
- require the cap to be adjusted upward annually based upon the percentage increase as of August of the immediately preceding year over the level as of August of the previous year of the consumer price index for all urban consumers, United States city average for all items but prohibit any downward adjustment due to deflation;
- preserve common law judicial, legislative, or other established immunity (but prohibit qualified immunity); and
- prohibit individuals employed by a public body from using the New Mexico Civil Rights Act to pursue a claim arising from the individual’s employment by the public body; and

WHEREAS, the HJC Substitute for HB4 has now been passed by the House and is due for consideration by the Senate; and

WHEREAS, a new cause of action is not necessary to address New Mexico Constitutional deprivations by law enforcement officers (including detention officers at county jails), since the NMTCA already waives sovereign immunity for such claims and qualified immunity is not a defense to such claims (NMSA 1978, § 41-4-12); and

WHEREAS, the NMTCA allows plaintiffs to recover damage awards up to One Million Fifty Thousand Dollars (\$1,050,000.) depending upon the type of damages suffered and does not allow for the recovery of litigation expenses and attorney fees; and

WHEREAS, the NMTCA includes a per occurrence cap for non-medical damages of Seven Hundred Fifty Thousand Dollars (\$750,000.) regardless of the number of claimants (NMSA 1978, § 41-4-19(B)); and

WHEREAS, the NMTCA also requires plaintiffs to (1) give timely notice of their claims, so that they can be promptly investigated while evidence is available and fresh, and (2) bring their claims within two years, a reasonable period that affords plaintiffs time to investigate and bring their claims while allowing governments to better manage risk and plan their budgets; and

WHEREAS, the NMTCA strikes a balance between compensating those damaged by government action and the need for government to provide essential services for all, since insurance premiums and uninsured claim costs take money that would otherwise be available for essential government services; and

WHEREAS, research by New Mexico Counties presented to the Commission demonstrated that New Mexico – one of the poorest states in the Union – already allows for some of the highest damage awards in the Country for State law claims against law enforcement officers; and

WHEREAS, a Two Million Dollar (\$2,000,000.) cap on **each claim** (as opposed to all claims arising out of a single occurrence) and mandating the award of litigation expenses and attorney fees will increase the costs of State law claims and will likely encourage more claims to be filed; and

WHEREAS, New Mexico Counties and other governmental entities also demonstrated that a new cause of action with total exposure in excess of Two Million Dollars (\$2,000,000.) per claim would cause reinsurance and other insurance coverage to no longer be available to the New Mexico County Insurance Authority and/or local governments at all or at reasonable rates; and

WHEREAS, the unavailability of reasonably-priced insurance will cause local governments to self-insure significant amounts of risk, which will divert scarce resources from the very services that proponents of the new cause of action are trying to improve to individual claimants and their attorneys; and

WHEREAS, the new cause of action carries the risk of unintended, negative consequences, including the elimination of services or the privatization of services; and

WHEREAS, uninsured judgments that cannot be satisfied through existing resources will be paid by our citizens, through property taxes levied to meet the judgment (N.M. Const., art. 8, Section 7; NMSA 1978, §.7-37-7(C)(3)); and

WHEREAS, many of the challenges faced by local law enforcement and county jails stem from co-occurring substance abuse and mental health disorders in the population with which they interact; and

WHEREAS, instead of diverting resources to individual claims, the Legislature should be providing more resources to serve this population, which would minimize their interactions with law enforcement and keep them out of county jails; and

WHEREAS, information presented to the Commission demonstrated that the New Mexico Law Enforcement Academy needs additional resources to better train law enforcement officers and timely discharge its goal of investigating law enforcement officers accused of misconduct; and

WHEREAS, timely removal of the certification of so-called “bad cops” would more effectively and quickly meet the goal of improving law enforcement by avoiding the recycling of such bad actors among law enforcement departments,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos ("County Council") that:

1. The HJC Substitute:
 - a. is unnecessary because victims of State constitutional violations by law enforcement officers (including detention officers) can already bring lawsuits for money damages for violations of their New Mexico Constitutional rights under existing State law;
 - b. will not address the root cause of many claims against local governments – namely, (1) the lack of adequate State resources to prevent and treat substance abuse and mental health disorders in our community and (2) an underfunded New Mexico Law Enforcement Academy;
 - c. will further harden the public liability insurance market, requiring local governments to self-insure more risk and creating the real possibility that property taxes will need to be imposed to meet uninsured judgments;
 - d. will likely be ineffective at driving reform or otherwise improving law enforcement or other services, because it will divert resources from law enforcement and detention officer recruitment, retention, and training and other critical services to claims; and
 - e. may have unintended, negative consequences, such as eliminating critical high-risk services and returning to the privatization of detention facilities to transfer risk to private companies.
2. To address the deficiencies noted above, the Board urges the Legislature to amend the HJC Substitute to replicate the thoughtful Legislative balance struck in the NMTCA by:
 - a. including caps on compensatory damages and other procedural safeguards, such as requiring notice of claims and a shorter statute of limitations, comparable to those in the NMTCA; and
 - b. not allow the award of litigation expenses and attorney fees to prevailing plaintiffs, since such awards will increase the costs of all claims and will likely encourage more claims to be filed, including those with minimal damages.
3. Regardless of the fate of the HJC Substitute, it urges the Legislature to dedicate adequate resources to:
 - a. behavioral health prevention and treatment in our communities, so as to provide much-needed services while addressing the root cause of many law enforcement claims against local governments; and

- b. improve the operations of the New Mexico Law Enforcement Academy.

PASSED AND ADOPTED this 23rd day of February, 2021.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS, NEW MEXICO**

**Randall T. Ryti,
Council Chair**

ATTEST:

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



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

February 23, 2021

Agenda No.: B.

Index (Council Goals):

Presenters: County Council - Regular Session

Legislative File: RE0455-21

Title

Incorporated County of Los Alamos Resolution No. 21-05, A Resolution Calling on the Governor and State Health Officials to End the School and Business Lockdown to Ensure the Social and Mental Health of the Los Alamos Community.

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Resolution No. 21-05; A Resolution Calling on the Governor and State Health Officials to End the School and Business Lockdown to Ensure the Social and Mental Health of the Los Alamos Community.

Body

Councilor Reagor has requested that this item be considered by Council. The intent of the resolution is to express the County Council's belief that the harms caused to this community by the current school and business lockdowns outweigh the benefits, and should therefore be lifted.

Alternatives

Council could choose to not approve the resolution, or to direct staff to alter the resolution and return with a revised version.

Fiscal and Staff Impact/Unplanned Item

There is not anticipated fiscal or staff impact related to the approval of this resolution beyond the administrative tasks of recording this action.

Attachments

A - Publication Notice for Resolution No. 21-05

B - Resolution No. 21-05

**NOTICE OF RESOLUTION NO. 21-05
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. 21-05. This will be considered by the County Council at a virtual meeting on Tuesday, February 23, 2021, at 6:00 p.m., at 1000 Central Ave, Los Alamos, New Mexico 87544. The format used will comply with the New Mexico Department of Health's public emergency order governing mass gathering because of COVID-19. Public, in-person attendance will not be allowed. Members of the public can view the agenda and live stream the meeting using this link below: <http://losalamos.legistar.com/Calendar.aspx> The meeting will also be broadcast live on cable television on PAC-8, the local community station. Members of the public wishing to attend may participate and provide public comment via Zoom, by linking to the following URL address, or by calling the conference call lines listed below:

Please click the link below to join the webinar:

<https://zoom.us/j/92738640267>

Or iPhone one-tap:

US: +12532158782, 92738640267# or +13462487799, 92738640267#

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: 927 3864 0267

International numbers available: <https://zoom.us/u/adte5XNAFH>

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. 21-05

A RESOLUTION CALLING ON THE GOVERNOR AND STATE HEALTH OFFICIALS TO END THE SCHOOL AND BUSINESS LOCKDOWN TO ENSURE THE SOCIAL AND MENTAL HEALTH OF THE LOS ALAMOS COMMUNITY

Council of the Incorporated County of Los Alamos

By: /s/Randall T. Rytz, Council Chair

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

Publication Date: Thursday, February 11, 2021

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-05

**A RESOLUTION CALLING ON THE GOVERNOR AND STATE HEALTH OFFICIALS
TO END THE SCHOOL AND BUSINESS LOCKDOWN TO ENSURE THE
SOCIAL AND MENTAL HEALTH OF THE LOS ALAMOS COMMUNITY**

WHEREAS, the public health orders cause significant economic harm to the services industries; and

WHEREAS, the public health orders lead to social and mental health problems in the community; and

WHEREAS, the public health orders for school closures cause significant harm to low income students with poor internet service, and have been shown in other states to have little benefit; and

WHEREAS, vaccinations of high-risk groups are underway around the state and that other groups have little to no risk of a severe case.

NOW, THEREFORE, BE IT RESOLVED by the County Council of the Incorporated County of Los Alamos that:

1. It opposes the continuing public health order for shutdowns of both the schools and local businesses, since:
 - a. Persons at risk may stay home while awaiting vaccination;
 - b. The younger people involved in school have no risk;
 - c. The younger people involved in the service industries have little risk;
 - d. Other states and countries without a lockdown have similar results to our state; and
 - e. It has unintended, negative consequences, such as reduction of critical high-risk services, reduction of resources to educate students, and isolation of persons who need public health services.

2. We urge the Governor, the Legislature, and the Secretary of the Department of Health to:
 - a. Speed vaccinations of high-risk groups;
 - b. Provide additional funds for mental health services;
 - c. Modify existing orders and policies to lift restrictions on businesses and to allow schools to open.

PASSED AND ADOPTED this 23rd day of February, 2021.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS, NEW MEXICO**

**Randall T. Ryti,
Council Chair**

ATTEST:

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



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

February 23, 2021

Agenda No.: 1)
Index (Council Goals):
Presenters: Harry Burgess, County Manager
Legislative File: 13811-21

Title

County Manager's Report for February 2021

Body

The County Manager's Office compiles a monthly report of activities conducted by County staff and publishes this report for the benefit of our citizens. Highlights of this report will be emphasized for Council as a means to increase the distribution of this information.

Attachments

A - February County Manager's Update

County Manager's Monthly Update

LOS ALAMOS COUNTY

FEBRUARY 2021

This update contains information about Los Alamos County, and is intended to keep you informed regarding key issues, the status of various capital projects, employee recognitions and significant events that have occurred during the past several weeks. This update is distributed on a monthly basis; however the County maintains a website at www.losalamosnm.us where you can also check for periodic updates on the issues outlined below as well as other current topics. In the event that you have questions concerning the information in this update, or any other questions about Los Alamos County activities, please feel free to contact the County Manager at (505) 663-1750, or via lacmanager@lacnm.us.

CLERK

New Senior Deputy Clerk joins the Clerk's Office:

Please join us in welcoming our new Senior Deputy Clerk Victoria N. Montoya (Tori), who joined our team on January 25th. Tori previously worked for the Rio Arriba County Clerk's Office as a Clerk Technician for about six (6) years and as the Bureau of Elections Coordinator for the past four (4) years.

Working for Los Alamos County had been a dream of Tori's for the past five years, and now that dream has come to fruition, and she couldn't be more overjoyed. Tori grew up in Canjilon, with three older brothers and has two loving parents.

We are delighted to welcome Tori to the office, and she has quickly become a valued team member...!



NM Counties Board Member Election & 2021 Annual Legislative Conference:

On January 6th, County Clerk Naomi Maestas was elected, by her fellow local elected officials, to serve on the New Mexico Counties (NMC) Board of Directors, as the representative for Los Alamos County. Clerk Maestas, Chief Deputy Clerk Adrianna Ortiz, and Elections Manager Steve Fresquez attended the New Mexico Counties 2021 Legislative Conference held virtually January 20-21, 2021. County Clerks and staff, from all 33 counties, also met to discuss upcoming legislation. In addition, counties were briefed on new or updated voting and election procedures and other general Clerk Affiliate business. The group, along with staff from the NM Secretary of State's Office discussed the upcoming 2021 Election Cycle. Overall, this was a great opportunity for Clerk Maestas and staff to collaborate with other County Clerks, their staff, and the Office of the NM Secretary of State on legislative priorities and the upcoming 2020 elections. *(Photos Courtesy/New Mexico Counties)*



Office Operations During the Ongoing COVID-19 Pandemic:

As the COVID-19 public health crisis continues, operation protocols set back in July 2020, remain in place for the Clerk's Office. All regular in-person services and transactions remain suspended until further notice. Any urgent matters, needing in-person services, will be handled with COVID Safe Practices (CSP) in place and through appointments made by calling (505) 662-8010 or emailing clerks@lacnm.us. As this situation continues to evolve, updates on changes to daily operations will be posted online at www.losalamosnm.us/clerk and through Facebook, Twitter and Instagram.

Customers may continue to drop off items in the Drop-Box located on the wall near the door to the Clerk's Office, Suite 240. Staff will process Drop-Box items and will be available to assist customers by phone and email between the hours of 8 a.m. to 12 p.m., and 1 p.m. to 5 p.m., Monday thru Friday. The Clerk's Office closes for lunch, between 12 p.m. and 1 p.m.

Clerk Maestas would like to remind customers, that they may utilize the Online Records Portal for searching real estate (deeds, mortgage, liens) and government documents (ordinances, resolutions, minutes). For searching probate and marriage records, or to apply for a marriage license online, customers may use the Probate & Marriage Online Records Portal. Access these portal links at www.losalamosnm.us/clerk. There are a few election related items that can be handled on-line or through the mail. Citizens can utilize www.NMVote.org for voter registration and absentee ballot requests, and other election related services.

Direct links

Online Portal – Recording:

<https://countfusion1.kofiletech.us/countyweb/login.do?countyname=LosAlamos>

Online Portal – Probate:

<https://countfusion1.kofiletech.us/countyweb/login.do?countyname=LosAlamosProbate>

Clerk's Office – By the Numbers

	January 2020	January 2021
Recording & Filings	321	408
eRecordings	127	186
Marriage Licenses	7	11
Probate Cases	3	2
Council Meetings	3	3
Outreach Events	1	0* (*Due to COVID-19)
Voter Registration Transactions	181	121

COMMUNICATIONS

The C&PR Division continues to support several items related to the COVID-19 pandemic emergency, such as sharing out information and updates based on the Governor's updated public health orders on social media or the website, as well as info on the vaccine distribution. The division assisted CMO on projects for Fuller Lodge signage and the Strategic Plan document for Council, along with assisting on the County Manager recruitment brochure. Other projects include kiosk update of tourism and marketing, signage in various facilities, as well as helping Environmental Services with graphic design and video projects related to Zero Waste and composting or reducing food waste. The PIO continues to assist in outreach about new Council committees or task force recruitment. The PIO and one VIS also served on the evaluation committee to select a vendor for the County's public website. Work on the contract should get underway this month and the goal is to launch a new website later this year. The PIO is also providing continuous updates to the community on DP Rd, and coordinating updates from the various project champions for the Management Action Plan to align with adjusted or new Council goals for 2021 (the MAP is part of the proposed budget book printed by March 31). These are just a few of the highlights as the division works on many small projects or tasks on a daily basis that are too numerous to list here.

COMMUNITY DEVELOPMENT DEPARTMENT

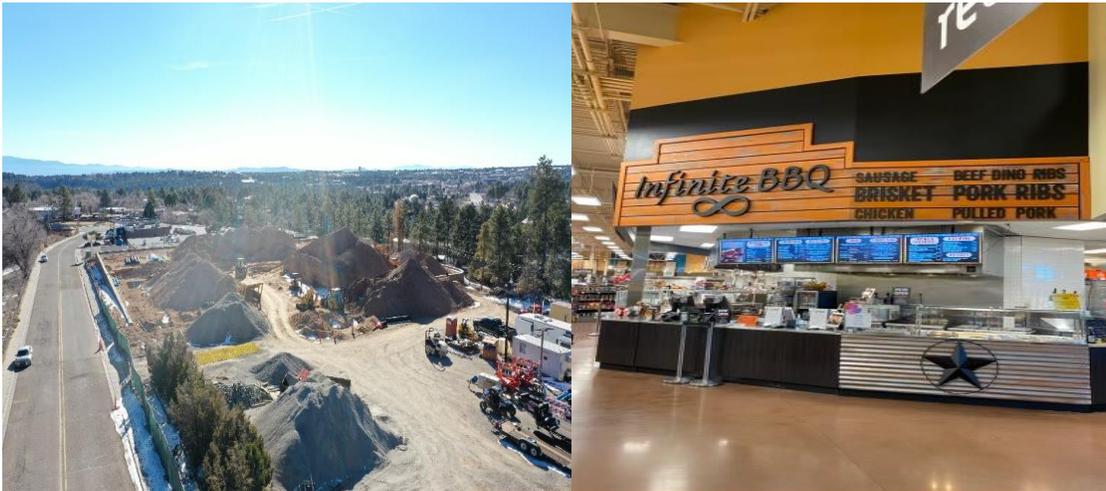
Building Safety Division:

Four (4) commercial permits were issued in January 2021, with a total valuation of \$180,262.00, compared to twenty-eight (28) permits issued in January 2020, with a total valuation of \$465,534.00.

Forty-five (45) residential permits were issued in January 2021, with a total valuation of \$583,993.00, compared to fifty-one (51) permits issued in January 2020, with a total valuation of \$1,144,471.00.

Commercial Updates:

A look back at 2020 projects



Code Compliance

Before and after pictures of code compliance cases.

Before



After



Before



After



Before

After

Housing and Special Projects Division

Affordable Housing Multi-Family Development:

Development continues on the Canyon Walk apartments on DP Road. Building permit plans for the Bluffs development have been received and are currently in review at this time.

Housing Rehabilitation Program (Home Renewal Program):

Applications are now being accepted for the Home Renewal Program. Residents who income qualify and require financial assistance to make repairs or improvements to their homes are encouraged to apply for this subsidized loan program. Homeowners are not required to make payments unless the home is sold or vacated.

Homebuyer Assistance Program:

Applications for the LAHP Homebuyer Assistance Program are now being accepted.

Planning Division

The Planning and Zoning Commission approved the Marriott Town Place Suites hotel and convention center site plan, along with a waiver to exceed the maximum hotel building height at their regularly scheduled meeting on January 13, 2021 (SIT-2020-0045, WVR-2020-0089).

On January 05, 2021, Council approved ordinance No. 705 that authorized the sale of 3661 and 3689 Trinity Drive to Pet Pangaea, LLC. On January 26, planning staff and other County department members of IDRC met to review encumbrances on properties and formulate the next steps for Planning and Zoning Commission submittal, including rezoning and lot consolidation.

Pet Pangaea plans to submit a site plan for a mixed-use containing ground-floor commercial with the second floor as residential. Several steps will be required before they are ready to submit their applications.

Dekker/Perrich/Sabatini and Planning hosted a virtual teen open house to elicit feedback from Los Alamos Middle School and Los Alamos High School students on needs of White Rock and Townsite; a virtual open house to preview the Chapter 16 code diagnosis/review (Phase 2) on January 19 and a third virtual open house on January 27 to preview three downtown design alternatives incorporating teen feedback for both White Rock and Townsite.

Building Permit and Business License Review:

During the month of January, Planning Division staff reviewed and acted on 25 Building Permits and 4 Business Licenses.

Admin/Special Projects

In accordance with the CMO and the Governor's Office, CDD is closed to the public at this time. We continue to accept permits as well as applications for business licenses and plan cases via email, mail, and the CSS portal. Our Building Inspectors are in the field performing inspections daily but there are no office hours for them or any CDD staff at this time. If you need to meet with any of the CDD staff, please schedule a zoom meeting or conference call with us and we be happy to assist you. Our main office line is 662-8120.

Business License

During this time of working remotely from home, we are still processing new business licenses as they come in and we are processing business license renewals as fast as possible. During the month of December, 62 business licenses were processed, this includes both new applications as well as renewals of existing business licenses.

COMMUNITY SERVICE DEPARTMENT

Recreation

ScienceFest – Driven by Science:

Meetings have begun for ScienceFest 2021 and staff from Recreation and Parks are part of these committee meetings to help facilitate logistics at various County venues.

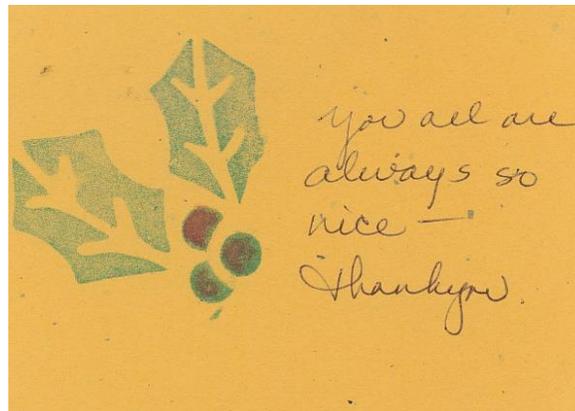


Aquatics

January Lane Reservations: 1,706:

In January, main pool reservations were 1,598 and the Therapy pool was 108. Winter weather, two holidays and being closed for five days for HVAC repairs reduced the overall January totals. Patrons are very thankful the Aquatic Center is open and continue to leave notes, cards, and goodies for staff.

thank you
to our "front line
workers" who are supporting
us in our efforts to stay healthy,
and sane. You all rock! Jamie Hodland
Getting our pool open - amazing!
and keeping it clean - amazing!
Thank you everybody for keeping the
pool open for all of us in Los Alamos.
Tatiana
Thank you for your
dedication, we
appreciate you!
SUZY
we appreciate you all so much! Thanks
for all your efforts to help keep the pool a
safe place for us to come and be happy!
Thank you! have to
you all!!
Maureen
Aquatics bestest pool staff ev-ah!
so happy you are all doing so well
Thankful for all you do keeping us safe!
We're your biggest fans!
Maureen



Life Safety Skills:

Lifeguards train weekly to ensure their skills are sharp for the safety of our users. The guards work together to swim a mile each week and lead training on Life Safety skills.



Golf Course

Golf course improvements project:

Staples Golf, the design contractor for golf course improvements, has completed a site plan and golf ball trajectory and netting study. This study is to help reduce the possibility of someone being hit with a range ball on holes within close proximity to the practice facility.

Restaurant Patio Enclosure Project:

The patio enclosure project continues to move forward with additional steel work installed including door framing, and finish work is being drawn up. The folding glass patio doors are still in fabrication, and are scheduled to arrive in mid-February. The project is on schedule for significant completion by the end of February.



Winter Activities at the Golf Course:

Recent snowfall has provided multiple winter activities including snow shoeing, cross country skiing and sledding.



Ice Rink

Skater Development Sessions:

In January, the Ice Rink expanded community skater development sessions by adding two sessions on Wednesdays and Fridays, and a third session on both Saturdays and Sundays. The ice rink closes for the season on February 14th.



Parks

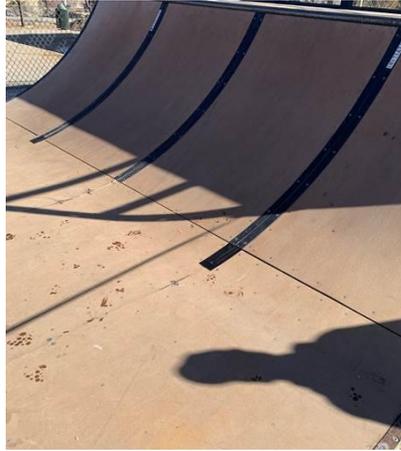
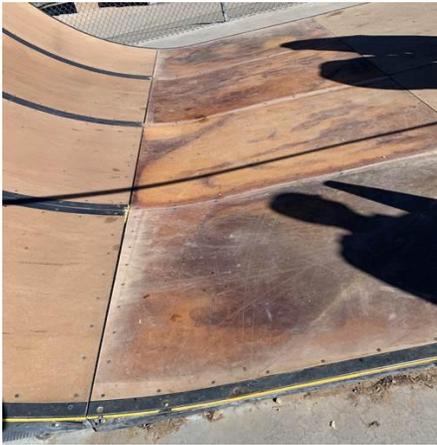
Bye-Bye old Ashley Pond Tree Lights:

Crews removed the old holiday lights from the trees at Ashley Pond. The removal of the old lights allows staff to fix safety concerns with the electrical outlets in preparation for new lights.



White Rock Skate Park Repairs:

Crews fixed multiple safety concerns brought to their attention in a letter from Quinn McCulloch. Repairs included graffiti removal, tightening and replacing bolts, replacement and repair of damaged pieces and surfaces.



Parks welcomes two new Employees:

Two members joined the Los Alamos County Parks Team in January, Michael Martinez and Daniel Padilla.



Open Space

Trail Sign Installation:

With the unseasonably warm weather Open Space was able to continue with trail sign installations. Multiple signs were installed throughout Woodland, Dot Grant and Upper Pueblo Canyon Trails.



Kwage Mesa Interpretive Signage:

In collaboration with the Manhattan Project National Historic Park, DOE, and NNSA, interpretive signs were installed on Kwage Mesa. These new signs will introduce you to life on the Pajarito Plateau, from the first people to its explosive history. The Kwage Mesa Trail is relatively flat and takes about 2 to 2 ½ hours to complete.



Library

Digital circulation of materials, curbside library service, and public computer use by appointment continued at Mesa Public and White Rock Branch Libraries. Youth and Adult Services Staff also presented a variety of programs for different age groups.

Los Alamos County Library System Statistics January 2021	
# Uses of E audio books	2724
# Uses of E books	3616
# of Uses of Streaming Video	231
# of Uses of Streaming Music	79
# of Uses of Online Magazines	641
Digital Circulation	7291
Curbside Circulation	11613
Total Circulation Digital + Curbside	18904
Youth Services Programs Offered	15
Adult Programs Offered	3
Total Programs Offered	18
Youth Services Program Attendance	216
Adult Program Attendance (Pop Up Library + LC)	85
Total Program Attendance	301
Curbside Visits	2259

Noon Year's Eve – December 31st, 2020, 37 participants:

Youth Services staff counted down to wish everyone a happy new year and provided some ideas on how to celebrate the the New year via a pre-recorded video.



StoryWalk – month of January, 25 checked in Participants:

Families were able to stroll outside the Los Alamos Nature Center and enjoy reading "The First Day of Winter" by Denise Fleming until the end of January. A QR code was provided on the first or last signs so people could be counted as a readers and able to submit pictures to library staff.



Virtual Storytime – month of January, 134 Participants:

The Virtual Storytime is presented via YouTube for Ages 0-5. In January staff presented storytimes featuring books and songs about the seasons; how people and things can be the same and also different; sang songs about colors and about counting to ten in English and Spanish. There were even storytimes about taking an imaginary trip to Hawaii, and about hands.



Pop-up Library – January 16th, 2021, 79 Attendees:

The Pop-up Library is an outdoor COVID-safe event for both the Los Alamos and White Rock Libraries to distribute youth activity packets and issue library cards to new patrons. The library issued 32 new library cards and distributed 100 youth activity bags.

Social Services

Intro to Game Mastering– January 4th – 5th, 9th, 16th & 23rd, 6 Participants:

The Teen Center collaborated with the Fuller Lodge Art Center to offer a free online Intro to Game Mastering class for teens. Fuller Lodge provided a skilled instructor and the Teen Center supplied online resources and technical support for the students and instructor. The class sessions went far past the basic mechanics of the game and focused on the process of creative world building and improvisation. As a capstone, the final session included a team of three experienced adult Game Masters who helped students refine the world settings they were creating.

Annual Holiday Meal hosted by Enterprise Bank and Trust – January 8th, 2021, 100 Drive-Thu meals provided.:

The White Rock Senior Center enjoyed distributing an annual holiday meal, hosted by Enterprise Bank and Trust (postponed in December due to COVID facility closure).



Grandparents Raising Grandchildren Support Group (GRG) – January 11th, 4 Participants:

This kinship care group through FSN, meets monthly to discuss the challenges of raising grandchildren. Discussions include learning about resources available to those providing kinship care. In January Derek Rugsaken, from Southwest Family Guidance Center, presented on the services and resources they offer to kinship care providers



Teen Movie Marathon – January 22nd, 2021, 8 Participants:

The Teen Center's Youth Mobilizers hosted an online movie marathon on the Teen Center's Discord server to be a social event for members. The movie selection was made by teens during the monthly Teen Council meeting. Teens who registered ahead of time received a take home kit with healthy snacks and a package of cookie mix to make.

The Great Kindness Challenge – January 25th – 29th, 2021, District and Community Wide:

This weeklong celebration through Los Alamos Public Schools included activities, kindness challenge checklists, social media posts, and painting the rock in White Rock and was organized in collaboration with school sites and the LA Happy Heart Hunt community-wide activity. Students, families, staff, and community members are encouraged to reach out to one another with kind actions in recognition of the power of kindness.



JJAB One Circle - Middle School LGBTQ+ Group – January 26th, 2021, 6 Participants:

The virtual group is focusing on education about the LGBTQ+ community and identity. Topics covered will be the difference between gender expression and gender identity, pronouns, communication, handling difficult situations, and participant suggestions. Resources will be provided so participants and their families can utilize after the group has ended to continue their learning and growth as a family unit. This is a safe place for any middle school youth who identify within the LGBTQ+ community and allies.

COVID-19 Vaccination Hub – January 30th – 31st, 600 Seniors vaccinated:

The Los Alamos & White Rock Senior Centers served as a vaccination hub for seniors ages 75 and older in conjunction with NM Department of Health. All persons had to be registered with the NM DOH and received an appointment notification.

Cultural Services

The Night Sky in January – January 8th, 2021, 74 Participants:

Paul Arendt lead this astronomy talk explaining what you can see in the night sky during the month of January, including constellations, planets, and more. This talk was great for beginning stargazers who wanted to learn more. An evening sky map of January's constellations and celestial objects highlighted during the presentation could be downloaded from SkyMaps.com

Taos Avalanche Rescue Dogs – January 19th, 2021, 106 Participants:

Meet Kona Yuki, avalanche dog in training! This live-streamed presentation provided an opportunity for participants to meet and learn more about Taos Avalanche Rescue Dogs. Kona's handler, Malia Reeves, discussed training, avalanche rescue, and what it's like to be a working dog in Northern New Mexico.



Backcountry Film Festival – January 21st, 2021, 94 Participants:

The Pajarito Environmental Education Center celebrated the 16th season of the Backcountry Film Festival! Century Bank sponsored this festival for the third year in a row. It is produced each year as a celebratory, backcountry community event by the Winter Wildlands Alliance, and this year's film line-up was full of snowy, cinematic adventure sure to inspire both the local backcountry and general communities. Films in this year's program included:

- LOST - Brody Leven
- Last Call for Moose Mountain - Joe Fairbanks
- Awaken [Revelstoke Segment] – Sungod
- Pathfinder: Life Beyond Fear - Raised by Wolves
- Resonancias - Florencia Barrabino
- Float to Ski - Allie Rood
- LATITUDE - Wes Walker and Brittney Ziebell
- Last Tracks - Erik Petersen
- Freeride Ski at Home - Philipp Klein
- The Classic Route - Alexis Blaise, Maxime Moulin, Thomas Guerrin, and Hensli Sage



PUBLIC WORKS DEPARTMENT

Administration Division

Transportation Board:

Recruiting New Members:

The Transportation Board meets the first Thursday of the month at 5:30 p.m. There are currently six vacancies and the recruitment process is underway.

The January 7, 2021 meeting was canceled.

Airport Division

Airport Manager Recruitment – Offer Extended to Qualified Candidate:

Efforts to recruit and hire a new manager for LAM continued through January. The most recent recruitment posting closed at the end of December and interviews were conducted in January that resulted in the top candidate being extended an offer of employment. As soon as we have news to share that the prospective candidate has accepted the offer, we will also announce who the candidate is and when they will begin employment. We are very much in hopes that next month, we can introduce the new Airport Manager for Los Alamos County. Stay tuned!

Entrance Signage Replaced:



What happens when you're exposed to the sun, wind, and rain for years running without any protection to speak of? Well, you come apart at the corners if you're this roadside sign. We recently, found that the large LAM Airport sign off NM502 had begun to peel and fall apart at the edges. As such, working with LAC's great graphics staff, Fast Signs in Santa Fe was hired to create a new panel to replace the old. The sign has now been refreshed, is looking great again, and ready to take on future years of sun, wind, and rain!

Terminal Roof Replacement Update



The Los Alamos Airport Terminal has been closed during the COVID-19 pandemic (*except pilot access to the flight planning area and restrooms*). Thankfully, as we look to reopening the terminal in the coming months as the threat from COVID-19 transmission diminishes, but the terminal remains closed to the public, we will have contractors on site to replace the roof of the facility that was severely damaged during the very heavy snowfalls of 2019. At present, we have a leaky roof and damaged carpet as a result, but beginning as early as April 1st of this year, these conditions will be rectified. Following the construction work, we look forward to re-opening the terminal building with a new roof, new carpet, and other new floor coverings that will once again make the facility a clean and comfortable space for our aviation community, civil air patrol cadets, visiting pilots, emergency medical evacuation crew, and others who use this important asset.

Custodial Division

- The Custodial Division supported four meeting events during the month of January due to the impact of Covid-19 restrictions.
- The division continues to maintain all County facilities where tenants/public are present while following the CDC/State of New Mexico guidelines for disinfecting.
- The following projects are scheduled prior to re-opening:
 - Refinish the wood flooring in the Great Room and Classrooms at BESC
 - Shampoo carpets and wax tile at the Animal Shelter
 - Refinish the wood flooring in the Arts Center Gallery and wax the classroom floors
- The Facility Reservations Office is being staffed with a single staff member in the office 3 days per week with the remaining 2 days being supported through telecommuting. Fuller Lodge is currently closed to the public.

Engineering Division

NM 502 Reconstruction, Knecht St. to Tewa Loop:

The project continues to be on winter suspension. NMDOT and Star Paving anticipate work to resume late March 2021, weather permitting.

Development Review & Project Support:

- **Mirador Residential Subdivision (Tract A-19)** - Phase I roadway infrastructure is near completion. A late January meeting is being scheduled with the developer to discuss a path forward for formal county acceptance and council approval of Phase I roadway and utility infrastructure. Staff continues to provide construction inspections and participate in project meetings. Crews continue work on Phases 2 & 3.In
- **Mirador Mixed Use Development** – The site plan was approved by the Planning & Zoning Commission on December 9th. Staff awaits submission of building permits and construction plans for review.
- **Marriott TownePlace Suites** - The site plan, summary plat and height waiver were approved by the Planning & Zoning Commission on January 13th.
 - **Trinity/20th Street Intersection Traffic Signal** – In accordance with the Project Participation Agreement between the County and the land developer, the County is responsible for the design and installation of a traffic signal at this intersection. Staff is coordinating with our on-call engineering consultant and NMDOT staff to update the traffic study to comply with NMDOT's permitting requirements for the new traffic signal installation. Staff awaits a project timetable from the development team to coordinate the signal design and installation schedule. Funding for the installation is included in FY21 budget.
 -
- **DP Road**
 - **Canyon Walk Apartments (Tract A-9)** – Staff continues to attend weekly construction progress meetings with the development team as scheduled. The main line joint utility trench has been completed and crews are now working on the utility connections to the Canyon Walk Apartments and then existing businesses. Pressure testing of gas and water lines will follow before the main lines are connected into the system. Storm Drain and roadway construction expected to begin once all utility work is complete, weather and material supply permitting.
 - **Bluffs Senior Housing (Tract A-8-b)** – The site plan application was approved on September 23rd by the Planning & Zoning Commission. Staff is awaiting resubmittal of the final construction drawings for review.
 - **Phase II Infrastructure** – FY21 funds in the amount of \$4.5M is programmed for roadway and utility infrastructure improvements on DP Road from the Bluffs site east to the road terminus

at the TA-21 gate. Engineering and DPU staff have developed a scope of work for design services and received three proposals from the County's on call design services contracts. Proposals were evaluated and a selection made. Council approval of a Task Order for design work is scheduled for January 26th. Upon approval, design work, which includes an alternatives study and public involvement, will begin in February with a Final Design and Bid Documents scheduled for completion at the end of 2021.

- **The Hill Apartments (Tracts A-12/13)** – The development team has been coordinating with County staff regarding building permits and surety requirements in advance of and in preparation of on-site and off-site improvements. Staff will continue to coordinate with the development team and review documents as needed.
 - **Trinity/35th Street Intersection Improvements** – An Access Permit from Trinity Drive to the site was issued by NMDOT on 5/12/20. The associated road diet configuration for Trinity (NM 502) was approved by County Council on June 9th and implemented by NMDOT. Staff is currently working on the transfer of a portion of right of way to NMDOT which was a condition of the permit.
- **Ponderosa Estates Phase 3** – The subdivision plan was approved by the Planning & Zoning Commission on October 28th. Staff awaits construction drawings and final reports for review.
- **Arkansas Townhomes** – Staff has conducted two construction inspections/site meetings for the project for the storm drain system and to review existing roadway on Arkansas prior to contractor beginning water line trenching and excavation.
- **CB Fox & Reel Deal Theater** – On December 15th, Council approved a purchase agreement for the two properties that provided for a 90-day due diligence period. Staff prepared a scope of work and a task order was approved to obtain a due diligence facility assessment and options analysis utilizing a county on call services agreement. Work has begun and presentations to Council are scheduled for February and March.

Golf Course Irrigation Improvements:

A service agreement to provide a new fiber communication line to replace the existing DSL line is pending legal review. This new fiber line will improve internet and communication service to the Golf Course Maintenance Building that houses the newly installed integrated irrigation control system. This improvement will ensure full utilization of the system and wireless connection to the cloud which allows Staff to monitor and control the system from anywhere and offers reliable telemetry between all sprinkler heads, weather station and the base CPU.

Golf Course Patio & HVAC Improvements:

Crews continue to install HVAC ductwork, structural steel and interior finishes while awaiting delivery of the new wall and window systems.

Golf Course Site Development Improvements:

The design team continues to work on the multiple facets of site improvements and most recently completed a ball flight study to provide ideas and recommendations for safety net configurations. A presentation to the Parks & Recreation Board is anticipated in the near term.

Betty Ehart Kitchen Equipment Upgrade:

State capital outlay funds were appropriated for the project. On November 17th, Staff held an on-site meeting with the design team to gather information for the design scope, schedule and costs. A proposal for design services is under review and pending approval.

Fire Station #3 Boiler Replacement:

This is a FY21 project funded through the Major Facilities Maintenance (MFM) Program. An on-site meeting with the design team was held to review project and get information into for the design scope, schedule and costs. A task order has been prepared and is pending approval for design to begin.

Piñon Park Splash Pad:

Crews have completed final grading and punch list items including delivery in installation of new picnic tables. Staff is working with the flooring contractor to schedule installation of the colorful, soft safety surface pending favorable weather and temperatures.

Kiddie/Multigenerational Pool Project:

On December 15th, Council approved award of a construction contract with Klinger Constructors to complete the project. The contract is currently pending final signatures. The project is expected to begin on February 1, 2021. A press release regarding the start of construction has been prepared and information regarding construction and impact to Aquatic Center operations will be communicated on an ongoing basis. Utility line relocations that include gas and communication lines, are currently being performed independent and in advance of commencement of the Kiddie Pool addition.

Eco-Station Fan Replacement:

New fans were installed and are functioning properly. Final punch list items have been addressed and the project has achieved final completion.

Sunflower Art Installation:

Staff is assisting CSD staff with drafting an RFP to procure services for the installation.

Municipal Building Server Room CRAC Units:

This new air conditioning system will provide longer and more consistent service to the server room to ensure proper operation and reliability of the county's computer servers. Final plans have been received and special provisions for working in the server room are being coordinated with IM staff so that construction quotes can be obtained.

Utilities Office Remodel:

Final design drawings are expected late January with procurement to construct the improvements to follow.

Pajarito Repeater Site Generator Installation:

Staff is assisting Emergency Management on this grant funded project. Winter weather, difficult access to the site, and equipment shipment delays have delayed further progress requiring schedule and site changes. A path forward has been coordinated with the contractor.

Eco-Station Household Hazardous Waste Building:

This project proposes to design and build a more permanent structure for storing household hazardous waste adjacent to the transfer station. A meeting was held with Environmental Services and Fire Department staff to refine the project scope. An updated plan and more economical solution and a grading and drainage plan are under consideration.

Airport and Aquatic Roofs:

Considering winter weather conditions and temperatures, construction start was delayed until April 2021.

Fire Station 3 Secondary Dispatch:

Staff is working with Police Department and Emergency Management personnel to create a secondary dispatch area within Fire Station 3. On-site meetings continue to be held with various county on call architects to review the scope of the project in order to obtain a cost proposal for design services that provides the best value to the county.

Fuller Lodge Log & Window Restoration & Art Center Canopy:

This work is programmed in FY21 through the Major Facilities Maintenance (MFM) Program. Staff is assisting Facilities staff with acquiring material specifications and obtaining quotes for log and window restoration work. Additionally, staff is awaiting a quote from our on-call architect for the design of the exterior canopy for the Art Center entrance.

Upcoming Facility RFP's:

- WAC Building
- Tween Center
- County-wide Facility Condition Assessment
- On Call Facility Construction & Maintenance Services
- Community Recreation Space – Pending Bond Sale for \$350,000 State Capital Outlay Appropriation

2020 Pavement Condition Survey:

The pavement survey was successfully completed on September 28th. The collected data is now being processed and the report is on schedule for completion in February 2021. The airport runway was included in the scope of the work and will provide important information to have for future aviation grant application consideration. The county's consultant is assembling the data gathered for an upload into the county's asset management software which will be utilized to program the five-year Road CIP Budget.

Canyon Rim Trail Phase 3 (Canyon Rim Trail – West):

This project required updated appraisals and title reports to proceed with the acquisition process and final design. A task order was issued to initiate these updates with the updated Title Reports complete in December. The appraisals are anticipated in January 2021. Staff is negotiating an updated cost proposal from the design team for the final design efforts.

Finch St. (Road connection from 35th St. to LAMC):

Following input from LAMC and NMDOT, a preferred alignment for this connection that will accommodate the expected large vehicle sizes has been selected. The assigned on-call engineering design team presented the 60% design to the Transportation Board on December 3rd. The design team continues efforts to complete the design.

Canyon Rim Trail Underpass:

Contract awarded and construction is scheduled to start in Spring 2021.

Barranca Mesa 3 Subdivision:

All work was complete in December with staff closing out the project which includes a reimbursement request to the state for local government road funds awarded to the project. Once weather is more favorable and asphalt becomes available, the contractor will make corrections of an isolated area asphalt paving near the Camino Encantado/Tecolote intersection.

Wayfinding Sign Installation:

An RFP for sign manufacturing and installation services to update community wayfinding signage was advertised, with bids received and evaluations completed. It was determined by the evaluation committee that the project needed to be re-advertised with changes made to the RFP document. The revised RFP was re-advertised on November 19th with proposals due on January 5, 2021. One proposal was received and is under evaluation.

Trinity Drive Pedestrian & ADA Improvements – Diamond to Oppenheimer:

In FY 2020, the County received a \$250,000 state grant to make isolated improvements to sidewalks, curb, gutter, drive pads and ADA ramps along Trinity Drive (NM 502) from Diamond to Oppenheimer. Crews from GM Emulsion requested a suspension due to staffing impacts resulting from COVID-19 and winter weather. Work on the north side of Trinity is complete with on the south side scheduled to resume in March.

Urban Trail Design

The project is separated into two project phases, with each receiving federal transportation funds through NMDOT. The total amount of grants funds received for the project total \$4.305M over a period of three fiscal years and requires a local match of 14.56%.

- Phase I – Trinity to Spruce St.: Staff has begun the design and drafting work and awaiting an executed funding agreement from NMDOT.
- Phase II – Spruce St. to Aquatic Center: Funding Agreement and purchase order for design has been received from NMDOT. Staff has reviewed and approved the design proposal submitted by one of our engineering on-call consultants, and a task order will be issued to begin once approved by NMDOT.

North Mesa Road & Utility Improvements – Casa de Oro:

The County has budgeted FY 2021 CIP funds for road improvements to Alamo Road, Capulin Road and surrounding side streets. The County also received approximately \$280,000 in state local government road funds with all agreements fully executed. Staff is coordinating joint utility improvements with the Department of Public Utilities and is currently working to complete design, advertise the project for bids and begin work by early Spring. Staff will be soliciting public input in coordination with a project presentation to the Transportation Board on February 4th.

Sherwood Boulevard Improvements:

The County has budgeted FY 2021 CIP funds for drainage and road improvements to Sherwood Boulevard from Grand Canyon Drive to Aztec Avenue. Staff is currently conducting geotechnical investigation for the project in order to develop a pavement design and assess the geologic conditions and challenges with the placement of underground drainage structures. Once all investigations have been complete, staff will perform the design process through the fall and winter season. Staff will be soliciting public input in coordination with a project presentation to the Transportation Board. Construction is anticipated to begin in the Spring/Summer 2021.

33rd/34th Street Loop Roadway & Utility Improvements:

As waterline utility breaks have been reoccurring within this North Community area, the Department of Public Utilities reached out to Public Works to evaluate the scope and costs involved to perform a joint road and utility project as an initial project phase to address the deteriorating condition of these facilities. A site visit was performed and a preliminary cost estimate for full road reconstruction in coordination with DPU's effort has been completed and is under review. Additional coordination is anticipated along development of funding options as part of the FY2022 budget process.

Deacon Street Improvements:

Engineering and DPU staff are formulating a scope of work for roadway and utility infrastructure improvements in preparation for contracting professional design services for the project. Staff is also staying engaged with the Downtown Master Plan effort and upcoming draft to help integrate any applicable recommendations and concepts from the Master Plan.

Trinity Drive Safety & ADA Improvements – Oppenheimer to Knecht Street:

The County was awarded \$4.25M in federal transportation safety funds over federal fiscal years 2021, 2022 and 2023, for the project to include design, right-of-way and utility design and construction. On December 18th, the County executed and returned the funding agreement to NMDOT and is awaiting final execution and a Purchase Order from NMDOT in order to proceed. An RFP for design services, currently being prepared by staff, can be procured upon NMDOT review and approval. Originally, the project was expected to terminate just east of 15th Street. However, at staff's request, NMDOT approved extension of the termini to Knecht St. in order to provide a seamless tie-in to the current NM 502 reconstruction project.

Environmental Services

Environmental Sustainability Board:

The ESB meeting, January 21, 2021 was conducted over Zoom to comply with COVID-19 Safe Practices. The board had a presentation about the Recycle Market by Friedman. They also received a presentation by Environmental Services Manager Angelica Gurule about Environmental Services budget projections and about the process on how to procure bear carts.

The ESB currently has one vacancy and the recruitment process is underway.

Yard Trimming Program:

The curbside Yard Trimming roll cart program began July 2018 and has been extremely successful. The Yard Trimming roll cart is voluntary and there is no additional cost to the resident. Approximately 4,726 (69%) households have received yard trimming carts since the program commenced. In 2020, Environmental Services has collected over 1,111 tons of yard trimmings.

Household Hazardous Waste Program:



Environmental Services provides a household hazardous waste service for items such as paints, stains, pesticides, herbicides, cleaners, etc. The program only accepts household hazardous waste on Friday and Saturday from 9:00 am to 3:00 pm. From December 1, 2020 to December 31, 2020, approximately 42 customers utilized the program and managed their waste responsibly.

Recycle Coach:

From December 1 – December 31, 2020, there were 38 new subscribers on the Recycle Coach app, with a total of 1,451 total users and 13,290 resident interactions. The number one interaction is reminders and notifications which accounted for 6,409 reminders, followed by 4,690 notifications, 1,046 material searches for items such as batteries, light bulbs, and gift bags & wrap.

Zero Waste Los Alamos:

The Zero Waste Team meeting, January 20, 2021 was conducted over Zoom to comply with COVID-19 safe practices. The team had a special guest Marvin Hayes from Baltimore Compost Collective talking about how he and a group of volunteers started composting from collecting food scraps around the Baltimore area. His group also grew what is called a pizza garden in which they grow vegetables that one would find on a pizza. He also discussed that the volunteers take care of some livestock. The meeting ended early for the Inauguration.

Earlier in January, the team also got a chance to meet with Deborah Kim, Product Lead of the EcoChallenge.org to discuss how the EcoChallenge could be better.

Los Alamos County Landfill Gas (LFG) Update:

With the installation of the Landfill Gas Control and Collection system, the methane concentrations have decreased and are in compliance with NMED Solid Waste Rules. Environmental Services has received approval from New Mexico Environment Department (NMED) to reduce monitoring from weekly to quarterly as prescribed by NMAC Solid Waste Rules.

Environmental Services submitted the fourth quarter 2020 Landfill Methane Probes Report.

- The methane generated by the facility did not exceed 25 percent of Lower Explosive Limit (LEL) of methane in facility structures and was shown to be compliant with 20.9.5.(B)(1) NMAC.
- Methane readings at all buildings/on-site structures were 0.0 percent methane in air during the quarterly monitoring.
- The concentration of methane did not exceed the LEL at the facility property boundary and therefore shown to be compliant with 20.9.5.9(B)(2) NMAC. Methane readings at all gas probe locations were 0.0 percent methane in air during the quarterly monitoring.

Customer Service:

Environmental Services Division mission is to provide exceptional solid waste and sustainability services to create a better community for current and future generations. A large part of the daily operations is to provide excellent customer service both administratively and in the field setting. Below is a chart of the number of customers we served in December 2020.



CUSTOMER SERVICE	NUMBER OF CUSTOMERS SERVED (DECEMBER 2020)
Email (Solidwaste@lacnm.us)	22
Online Roll Cart Requests	16
Recycle Coach App	38 New Subscribers 1,451 Total Users 13,290 Resident Interactions
Overlook Customers	253 Monthly Customers 8 Customers Daily (Average)
Transfer Station Visitors	1,625 Monthly Customers 52 Customers Daily (Average)

Retirement:

Juan Mascarenas retired from being a Senior Operator at the end of 2020. He was a hardworking, safe operator, with great customer service. He always had great stories and jokes to share with his coworkers. We will miss Juan and wish him the best in his retirement.

Recruitment:

Environmental Services conducted interviews for a Senior Equipment Operator position. Interviews for a Lead Operator position will be conducted in the next few weeks.

Residential Sustainability Report



Residential Sustainability Report

Service Period: December 2020

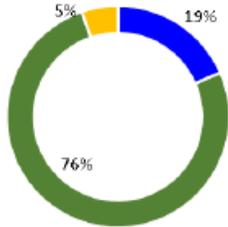
December Diversion Rate: 24%



LOS ALAMOS

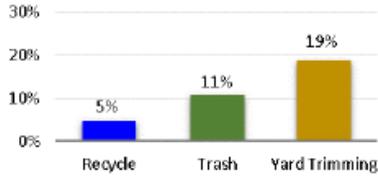
The *diversion rate* is the percent of recyclable and compostable material diverted from the landfill.

Monthly Collection Report



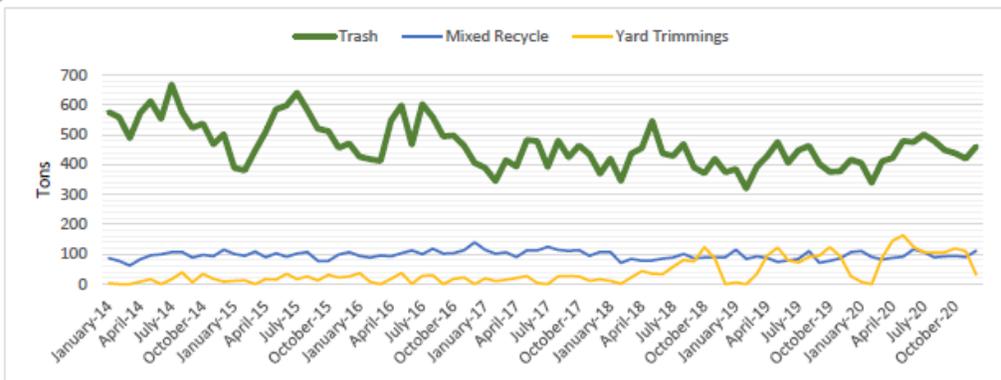
■ Mixed Recycle ■ Trash ■ Yard Trimmings

% Change Previous Year

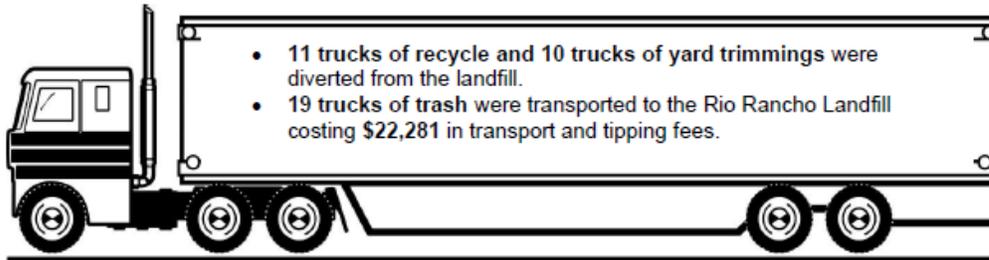


	Dec-19	Dec-20
Yard Trimming	26.59	31.58
Recycle	106.72	111.83
Trash	416.22	460.45

In December by recycling and composting Los Alamos County reduced GHG emissions by ~446 tons



In 2020 by recycling and composting Los Alamos County reduced GHG emissions by ~6,172 tons



- 11 trucks of recycle and 10 trucks of yard trimmings were diverted from the landfill.
- 19 trucks of trash were transported to the Rio Rancho Landfill costing \$22,281 in transport and tipping fees.

For more information contact Environmental Services Division at 505.662.8163 or email solidwaste@lacnm.us

Facilities

Facility Maintenance Work Orders: By the Numbers . . .

New Work Orders Received and Entered since last report: 46

Work Orders Completed and Deleted since last report: 52

Work Orders in Progress - On the Books: 178

Crews worked on the following:

Aquatic Center: Repairs on ERU2 completed, restoring proper airflow to pool deck.



Fire Station 2: Shoreline repaired after being ripped down by truck.



Cemetery Parks shop: new garage door installed.



Animal Shelter: back up heat restored to kennel area.



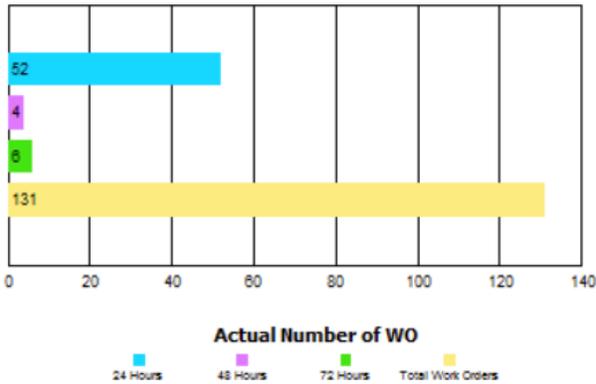
Fleet

Fleet Work Orders: By the Numbers . . .

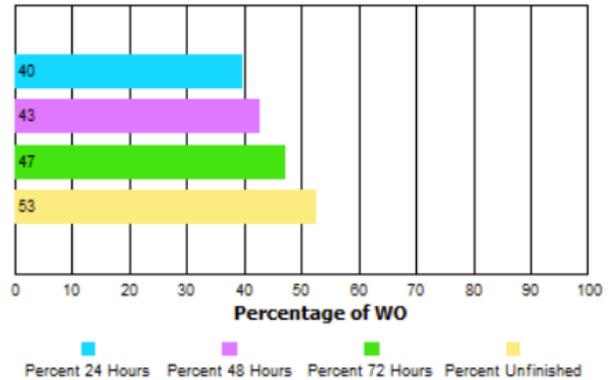
New Work Orders Received and Entered in January: 131
 Work Orders Closed in 72 hours or less: 62
 Work Orders Closed between 3-30 days: 47
 Work Orders that Remain Open: 22

Loc: FLEET - FLEET

Actual Number of Work Orders Finished
 Within 24, 48 or 72 Hours of Open Date



Percentage of Work Orders Finished
 Within 24, 48, and 72 Hours (Cumulative)



Actual		Cumulative	
Within 24 Hours: 52	Within 48 Hours: 4	Within 24 Hours: 52	Within 48 Hours: 56
Within 72 Hours: 6	Total Number of Work Orders: 131	Within 72 Hours: 62	Total Number of Work Orders: 131
Total Unfinished: 69		Percent Unfinished: 52.67%	

Fleet received a replacement backhoe that will be assigned to Traffic and Streets. Fleet will install the two-way radio, decals, and fuel system.



Fleet received a replacement unit that will be assigned to IM.



Traffic & Streets



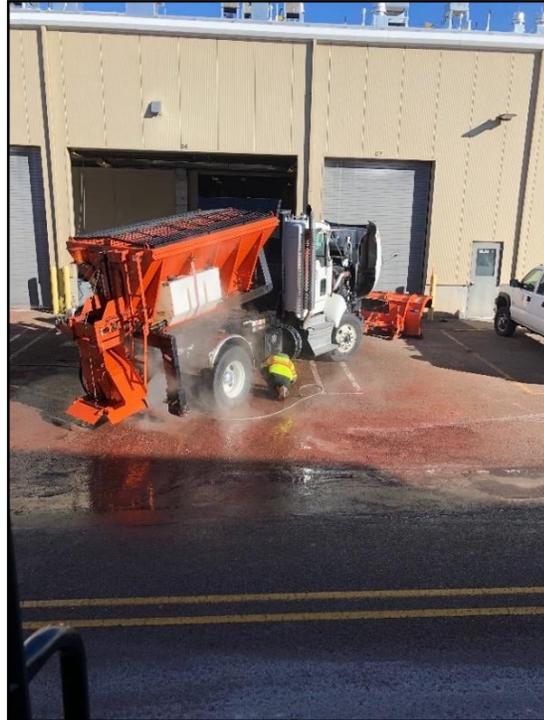
Crews repaired a section of asphalt on 37th Street.



Crews worked on asphalt patching on Barranca Road.



Crews removed dead trees near the entrance to the tennis courts on Canyon Road.



Crews cleaned snow removal equipment and prepared for the next storm.



Crews cleaned drains on Canyon Road.



Crews cleared the access to the Ice Rink.



Crews performed right of way maintenance on Diamond Drive and lower Ridgeway Drive.



Crews are building a school flasher. This will replace the school flasher that was knocked down in an accident.



Crews removed the abandoned light pole behind the Pajarito Grill on 502 across from DP Rd.



Crews installed the new Lemon Lot sign in front of the Methodist Church near the entrance. This sign was placed near the entrance to alert customers of the permit requirements.



Crews have been installing signs that have been knocked down. Crews also reinstalled median tubular markers that have been knocked down county wide.



Crews installed drainage outfall protection at Ponderosa Estates drain.



Crews cleaned parking lot and fixed all the parking bumpers

Transit

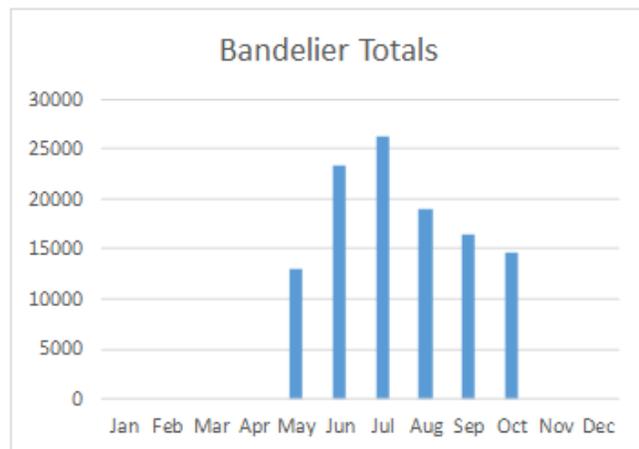
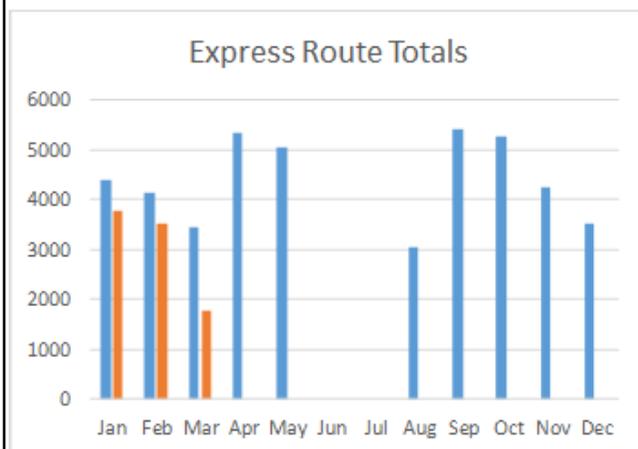
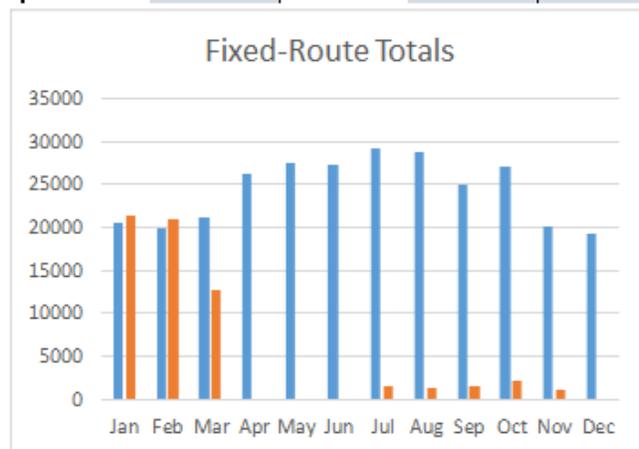
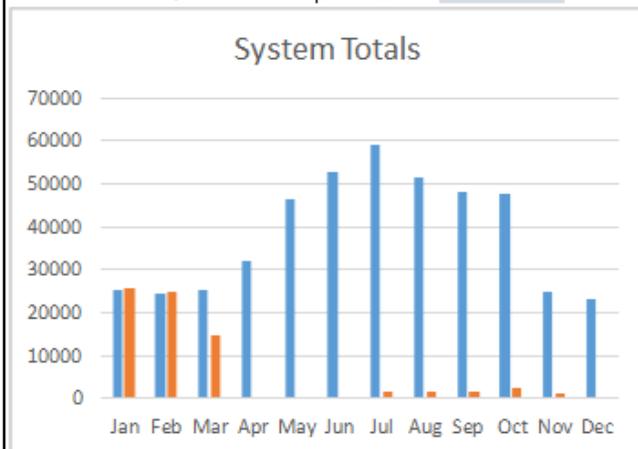
On November 16, 2020, in compliance with the Executive Order “Stay in Place”, Atomic City Transit suspended fixed route service and provided Dial-A-Ride, origin to destination service for essential business, Monday through Friday, 7:30 am to 5:30. Atomic City Transit encourages patrons to make a reservation the day prior or you can request a same day service on next available space. Please call the Atomic City Transit Administrative office (505) 661-RIDE (7433) to schedule your next trip.



December 2020 Ridership Report



Route	December Trips			Dec. Rev. Miles		Dec. Rev. Hours		YTD Trips
	2019	2020	% Chg	2019	2020	2019	2020	2020
1 Downtown	4,157	-	0.0%	3,785	-	313.6	-	14,975
2M White Rock - Main Hill	1,717	-	0.0%	7,537	-	284.2	-	8,069
2T White Rock - Truck Rt	1,088	-	0.0%	6,954	-	274.1	-	4,676
2P White Rock - Peak	549	-	0.0%	2,957	-	109.2	-	1,355
3 Central / Canyon	2,554	-	0.0%	5,337	-	266.7	-	6,553
4 North Community	2,218	-	0.0%	3,867	-	273.0	-	6,436
5 Barranca Mesa	1,553	-	0.0%	4,249	-	270.6	-	4,005
6 North Mesa	5,394	-	0.0%	6,019	-	407.1	-	16,521
Fixed-route subtotal	19,230	-	0.0%	40,705	-	2,198.4	-	62,590
7 North Mesa Expr	847	-	0.0%	267	-	16.2	-	2,653
8 North Community Expr	612	-	0.0%	96	-	6.5	-	1,406
9 Aspen Expr	588	-	0.0%	74	-	5.2	-	1,776
10 Barranca Expr	688	-	0.0%	124	-	7.8	-	1,174
11 White Rock Expr	774	-	0.0%	252	-	10.0	-	2,090
Express route subtotal	3,509	-	0.0%	814	-	45.7	-	9,099
12 Bandelier	-	-	0.0%	-	-	-	-	-
Dial-a-Ride	119	-	0.0%	685	-	39.9	-	263
ACT Assist	361	92	-74.5%	2,594	683	173.1	25.2	1,615
Special Services	12	333	2675.0%	107	2,934	10.5	247.7	2,556
System total	23,231	425	-98.2%	44,905	3,617	2,467	273	76,123

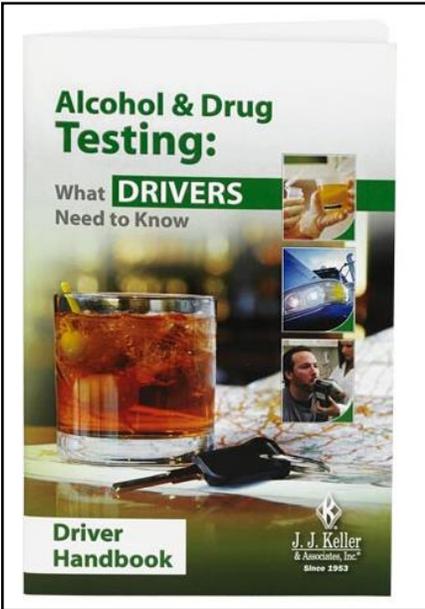


■ 2019 ■ 2020

Total Passenger Trips to Date: 5,726,711

Atomic City Transit demand response service provided transportation for those necessary trips throughout the month of November.

Atomic City Transit - Demand Response Ridership and Statistics							
Start Date 12/1/2020							
End Date 12/31/2020							
	Total Demand Response	DR % Growth (Prev. Mo.)	ADA % Growth (Prev. Mo.)	Total ADA-Related	Total DAR	Daytime DAR	Special Service DAR
NTD Service Information							
Vehicles operated in max Svc	3	0.00%	0.00%	2	3	0	3
Unlinked Passenger Trips (UPT)	425	45.05%	6.98%	92	333	0	333
Total Actual Vehicle Miles (VM)	4,733.00	47.49%	130.17%	683.42	3,366.16	-	4,049.58
Total Actual Vehicle Hours (VH)	291.62	49.30%	204.27%	25.20	241.21	-	266.41
Total Actual Revenue Miles (RM)	3,617.00	58.64%	130.17%	683.42	2,250.16	-	2,933.58
Total Actual Revenue Hours (RH)	272.88	48.26%	204.27%	25.20	247.68	-	247.68
Passenger Miles	1,798.39	78.90%	16.85%	752.42	1,045.97	-	1,045.97
Passenger Hours	82.95	92.66%	18.33%	27.42	55.52	-	55.52
Service Days	22.00	22.22%	5.88%	18	22.00	-	22
UPT per RM	0.12	-8.57%	-53.52%	0.13	0.11	-	0.11
UPT per RH	1.56	-2.17%	-64.84%	3.65	1.34	-	1.34
UPT per Service Day	19.32	18.68%	1.03%	5.11	15.14	-	15.14
Companions	4	-42.86%	-100.00%	-	4	-	4
PCAs	8	-60.00%	-70.00%	6	2.00	-	2
Scheduling Stats - Performed Trips							
Subscription	-	0.00%	0.00%	-	-	-	-
One Way Trips Requested	772	29.75%	9.57%	309	463	134	329
One Way Trips Performed	413	55.26%	34.38%	86	327	-	327
Advance Reservation	222	62.04%	34.38%	86	136	-	136
Same Day Reservation	191	48.06%	0.00%	-	191	-	191
Manually Scheduled	90	52.54%	114.29%	15	75	-	75
Automatically Scheduled	323	56.04%	24.56%	71	252	-	252
Pickup-based Trip	374	61.21%	48.72%	58	316	-	316
Appointment-based Trip	39	14.71%	12.00%	28	11	-	11
Capacity Metrics (ADA Requests)							
Valid Pickup Negotiated	63	57.50%	57.50%	63			
Invalid Pickup Negotiated	-	0.00%	0.00%	-			
Valid Dropoff Negotiated (Apt Trips)	122	5.17%	5.17%	122			
Invalid Dropoff Negotiated (Apt Trips)	-	0.00%	0.00%	-			
Non-Missed Trips	86	34.38%	34.38%	86			
Missed Trips	-	0.00%	0.00%	-			
On-Time Appointment Dropoffs	116	5.45%	5.45%	116			
Late Appointment Dropoffs	3	0.00%	0.00%	3			
Early (>30 min) Appointment Dropoffs	5	-16.67%	-16.67%	5			
On-Time Pickup Arrival	61	19.61%	19.61%	61			
Excessively Late Arrivals (>15 Min)	-	-100.00%	-100.00%	-			
Early Pickup Arrivals (>5 Min)	10	42.86%	42.86%	10			
Travel Time <= Fixed Rt Estimate	85	34.92%	34.92%	85			
Travel Time Over Fixed Rt Estimate	1	0.00%	0.00%	1			
Travel Time <= 45 Minutes	86	38.71%	38.71%	86			
Travel Time > 45 Minutes	-	-100.00%	-100.00%	-			
No Capacity Issues	533	20.05%	20.05%	533			
Capacity Issues	19	26.67%	26.67%	19			



During this reduced schedule, Atomic City Transit is continuing to perform performing necessary training virtually. On January 13th, twenty-nine Transit employees attended a training on Drug and Alcohol Awareness virtually.

Topics included Safety Sensitive employees' responsibilities, adhering to the FTA drug and alcohol policy, effects of alcohol misuse, effects of various drug misuse.

The training is a refresher for most employees although just as important as the first training.

Atomic City Transit continues to partner with staff from Los Alamos Betty Ehart Senior Center and White Rock Senior Center to deliver hot meals to our senior residents. A total of 473 meals were delivered by Atomic City Transit Operators. Thank you, Transit Operators John Waters, Yvonne Medina, Zachary Gonzales, and Dwight Moss for supporting our senior residents.

Senior Service Hot Meal Delivery December 2020

Date	Weekday	Unit #	Location (WR/LA)	# Meal Deliveries	Vehicle Miles	Vehicle Hours
12/1/2020	Tue	4105	LA	12	9.00	2.00
12/1/2020	Tue	4156	WR	10	21.00	2.17
12/2/2020	Wed	4105	LA	14	15.00	2.00
12/2/2020	Wed	4156	WR	11	22.00	2.00
12/3/2020	Thu	4105	LA	15	13.00	2.00
12/3/2020	Thu	4156	WR	11	22.00	2.18
12/4/2020	Fri	4105	LA	24	13.00	2.00
12/4/2020	Fri	4156	WR	18	23.00	2.33
12/7/2020	Mon	4105	LA	14	14.00	2.00
12/7/2020	Mon	4156	WR	11	22.00	2.33
12/8/2020	Tue		LA	Closed	-	-
12/8/2020	Tue		WR	Closed	-	-
12/9/2020	Wed	4105	LA	14	76.00	3.50
12/9/2020	Wed	4115	WR	10	27.00	(10.90)
12/10/2020	Thu	4105	LA	0	15.00	1.08
12/10/2020	Thu	4156	WR	10	22.00	2.15
12/11/2020	Fri	4105	LA	13	12.00	1.75
12/11/2020	Fri	4156	WR	11	30.00	3.17
12/14/2020	Mon	4105	LA	13	13.00	2.00
12/14/2020	Mon	4156	WR	11	17.00	2.53
12/15/2020	Tue	4105	LA	13	13.00	1.92
12/15/2020	Tue	4156	WR	9	23.00	2.50
12/16/2020	Wed	4105	LA	13	13.00	1.93
12/16/2020	Wed	4156	WR	0	14.00	1.00
12/17/2020	Thu	4105	LA	13	12.00	1.75
12/17/2020	Thu	4156	WR	11	35.00	2.50
12/18/2020	Fri	4105	LA	13	10.00	2.07
12/18/2020	Fri	4156	WR	10	30.00	2.70

12/21/2020	Mon	4105	LA	14	9.00	1.75
12/21/2020	Mon	4156	WR	9	22.00	2.50
12/22/2020	Tue	4105	LA	18	15.00	2.00
12/22/2020	Tue	4156	WR	8	22.00	2.50
12/23/2020	Wed	4105	LA	13	16.00	1.75
12/23/2020	Wed	4156	WR	9	25.00	3.00
12/24/2020	Thu		LA	Closed	-	-
12/24/2020	Thu		WR	Closed	-	-
12/25/2020	Fri		LA	Closed	-	-
12/25/2020	Fri		WR	Closed	-	-
12/28/2020	Mon	4105	LA	9	13.00	1.50
12/28/2020	Mon	4156	WR	7	21.00	1.70
12/29/2020	Tue	4105	LA	14	14.00	1.75
12/29/2020	Tue	4156	WR	8	22.00	1.92
12/30/2020	Wed	4105	LA	14	14.00	2.00
12/30/2020	Wed	4156	WR	10	22.00	1.93
12/31/2020	Thu	4105	LA	14	12.00	1.50
12/31/2020	Thu	4156	WR	22	22.00	2.00

CALENDAR OF UPCOMING MEETINGS AND EVENTS

Feb 16 – Council Work Session, 6:00 p.m. (Virtual)

Feb 23 – Council Regular Session, 6:00 p.m. (Virtual)

Mar 2 – Council Regular Session, 6:00 p.m. (Virtual)

KUDOS/COVID HEROS

From: M J BROOKS <mbro04@live.com>

Sent: Tuesday, January 26, 2021 9:43 AM

To: Salazar, Andrea <andrea.salazar@lacnm.us>

Subject: [EXTERNAL]Re: [EXTERNAL]Fw: Created this pdf for you to try.

thank you so much. i am sorry about the zip file. I should have sent a PDF initially. your customer service is remarkable. please forward to your supervisor or send me that person's name. you deserve a big kudos!

From: Geoff Rodgers

Sent: Tuesday, January 19, 2021 9:46 PM

To: Bulthuis, Jon

Subject: Shout out

Hi Jon,

I'm sure all of the public works staff and plow drivers worked really hard today. Just want to give a shout out to Daniel who helped me clear in front of the hangar door tonight and get us back in

service. The wind drifted a 3-foot berm in front of our door.

Also, the airport beacon seems to be working again.

Thanks,
Geoff

Hello Juan,

I received a phone call from Karen Simes, she lives on Loma de Escolar in Barranca Mesa. She wanted to give a “shout out” to Chris Armijo who was plowing snow in her area. She takes care of her 90-year-old dad and they needed to go out this morning. She said he went out of his way to clear the snow so she would be able to get out of her driveway.

Thanks,
Louise



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

February 23, 2021

Agenda No.: 1)
Index (Council Goals):
Presenters: County Council - Regular Session
Legislative File: 13920-21

Title

Consideration and possible action on waiving the attorney-client privilege enjoyed by the memorandum of law dated December 14, 2020 from Alvin Leaphart, County Attorney, to the County Council titled Opinion Regarding Proposed Purchase and Sale Agreement for CB Fox Building.

Recommended Action

I move that Council waive the attorney-client privilege enjoyed by the memorandum of law dated December 14, 2020 from Alvin Leaphart, County Attorney, to the County Council titled *Opinion Regarding Proposed Purchase and Sale Agreement for CB Fox Building*.

Body

Councilor Williams has requested that this item be considered by Council.

Alternatives

Council could choose to not approve this, and the memorandum would continue to be subject to the attorney-client privilege.

Fiscal and Staff Impact/Unplanned Item

There is not anticipated fiscal or staff impact related to the approval of this resolution beyond the administrative tasks of recording this action.