

## Minutes

### County Council – Regular Session

*Sara Scott, Council Chair; Randall Ryti, Council Vice-Chair;  
David Izraelevitz, Antonio Maggiore, Katrina Martin, James Robinson,  
and Pete Sheehey, Councilors*

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Tuesday, December 15, 2020

6:00 PM

“Due to COVID-19 concerns, meeting will be conducted remotely. Public can view proceedings at <http://losalamos.legistar.com/Calendar.aspx> via Zoom at <https://zoom.us/j/99020579462> or locally on cable channel 8

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#### 1. OPENING/ROLL CALL

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

The following Councilors were in attendance:

**Present: 7 - Councilor Scott, Councilor Ryti, Councilor Izraelevitz, Councilor Maggiore, Councilor Martin, Councilor Robinson, and Councilor Sheehey**

Councilor Izraelevitz joined the meeting during Item 3.

#### 2. PLEDGE OF ALLEGIANCE

Led by: All.

Council Chair Scott made opening remarks regarding the procedure of the meeting due to COVID-19. Mr. Harry Burgess, County Manager, listed the County employees in attendance.

#### 3. STATEMENT REGARDING CLOSED SESSION

Councilor Izraelevitz joined during the discussion of this item at 6:04 p.m.

**A motion was made by Councilor Ryti, seconded by Councilor Maggiore, that Council approve the following statement for inclusion in the minutes: “The matters discussed in the closed session held on December 1, 2020 that began at 5:00 p.m. were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter in that closed session.”**

The motion passed with the following vote:

**Yes: 7 - Councilor Scott, Councilor Sheehey, Councilor Izraelevitz, Councilor Maggiore, Councilor Martin, Councilor Robinson, and Councilor Ryti**

**4. PUBLIC COMMENT**

None.

**5. APPROVAL OF AGENDA**

**A motion was made by Councilor Ryti, seconded by Councilor Martin, that the agenda be approved as presented.**

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

**Yes: 7 - Councilor Scott, Councilor Ryti, Councilor Izraelevitz, Councilor Maggiore, Councilor Martin, Councilor Robinson, and Councilor Sheehey**

**6. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

- A.** Recognition of Outgoing Councilors Pete Sheehey, Antonio Maggiore, and Katrina Martin

Councilors Izraelevitz, Ryti, Robinson, and Scott recognized the outgoing Councilors.

**No action taken.**

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

Mr. Greg White, 600 San Ildefonso, commented on Consent Item 8.D.

**8. CONSENT AGENDA**

Councilor Scott commented on Items 8.E and 8.F.

Mr. Harry Burgess, County Manager, commented on Items 8.E and 8.F.

**Consent Motion:**

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

- A.** Consideration of Approval of AGR 20-33 with Sirsi Corporation dba SirsiDynix for Implementation, Hosting, and Support of Integrated Library System in the amount not to exceed TWO HUNDRED EIGHTY-SEVEN THOUSAND SIXTY-SEVEN DOLLARS (\$287,067.00), Plus Applicable GRT

**I move that Council approve AGR 20-33 with Sirsi Corporation dba SirsiDynix for the Implementation, Hosting, and Support of Integrated Library System in the amount not to exceed \$287,067.00 plus applicable GRT.**

- B.** Request to Purchase \$800,400.00 of Necessary Self-Contained Breathing Apparatus (SCBA) to Replace Apparatus that is Outdated and Not Compliant with Current National Fire Protection Standards (NFPA)

**I move that Council approve the request for purchase of Self-Contained Breathing Apparatus (SCBA) from Sourcewell, in the amount of \$800,400.00 to Replace All Outdated and Non-Compliant SCBA.**

- C. Approval of County Council Minutes for December 1, 2020

**I move that Council approve the County Council Minutes for December 1, 2020.**

- D. Approval Consideration of Establishing a Revised Kiddie/Multigenerational Pool Project Budget of \$8,200,000.00, Budget Revision 21-23, and Authorization of the County Manager to Execute a Contract with Klinger Constructors, LLC in the Amount of \$7,205,000.00

**I move that Council establish and specifically appropriate a project budget of \$8,200,000.00; and approve Budget Revision 2021-23 as summarized on Attachment D and that the attachment be made a part of the minutes of this meeting. I further move that Council delegate to the County Manager, or his designee, the authority to execute a contract with Klinger Constructors, LLC in the Amount of \$7,205,000.00, plus Applicable Gross Receipts Tax, to be effective no later than February 1, 2021, for Construction of the Kiddie/Multigenerational Pool Project at the Larry R. Walkup Aquatic Center, provided that the contract be in a form acceptable to the County Attorney.**

- E. Services Agreement (AGR21-16) between the County of Los Alamos and Family Strengths Network for the Purpose of Family Resources, Support, and Parent Education Programs with a focus on promotion and prevention

**I move that Council approve AGR21-16 with Family Strengths Network in an Amount not to exceed \$205,132.84 for the Purpose of the Family Resource, Support, and Parent Education Programs with a focus on promotion and prevention.**

- F. Services Agreement (AGR21-29) between the County of Los Alamos and Las Cumbres Community Services, Inc. for the Purpose of Family Resources, Support, and Parent Education Programs with a focus on Intervention and Treatment and Consideration of Budget Revision 2021-27

**I move that Council approve AGR21-29 with Las Cumbres Community Services, Inc. in an Amount not to exceed \$256,251.00 for the Purpose of the Family Resource, Support, and Parent Education Programs with a focus on intervention and treatment. I further move that Council approve Budget Revision 2020-24 as summarized on attachment B and that the attachment be made a part of the minutes of this meeting.**

- G. Approval of APP Board Recommendation Related to Proposal for the Placement of "First Snow" in the Municipal Building to the right of Room 110

**I move that the County Council approve the recommendation of the Art in Public Places Board regarding the placement of the "First Snow" painting, by Hal Olsen, with a total cost not to exceed \$100.**

H. Board/Commission Appointment - Personnel Board

**I move that Council appoint Ramiro (Trey) Pereyra to the Personnel Board for the remainder of the term which began on April 30, 2019 and ends on March 31, 2021. Council will need to take a second action to acknowledge and approve concurrent membership on the Parks and Recreation Board and the Personnel Board. (Mr. Pereyra's current term on the Parks and Recreation Board ends November 30, 2022). I further move Council acknowledge that Ramiro (Trey) Pereyra intends to continue serving on the Parks and Recreation Board while serving on the Personnel Board, Council finds these two positions not incompatible, Council approves of him serving concurrently on both boards, and hereby appoints Ramiro (Trey) Pereyra to the Personnel Board.**

I. Amendment to the FY21 Salary Plan with the addition of a new IT Infrastructure Coordinator job description

**I move that Council approve the amendment to the FY21 Salary Plan with addition of a new IT Infrastructure Coordinator job description.**

J. Consideration of a modification to the FY2022 - FY2026 State Infrastructure and Capital Improvement Plan (ICIP) Submission

**I move that Council approve the revised ICIP submission to the State as attached.**

K. Consider Recommendation to Governor Michelle Lujan Grisham regarding the vacant NM Senate District 5 seat

**I move that the Council authorize the Chair to sign and the County Manager to send Governor Lujan Grisham the letter attached to this agenda item.**

**Approval of the Consent Agenda:**

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

**Yes: 7 - Councilor Scott, Councilor Ryti, Councilor Izraelevitz, Councilor Maggiore, Councilor Martin, Councilor Robinson, and Councilor Sheehey**

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

A. Incorporated County of Los Alamos Ordinance No. 705; an Ordinance authorizing the sale of certain County-owned real property commonly known as 3661 and 3689 Trinity Drive

**Councilor Sheehey introduced, without prejudice, Incorporated County Of Los Alamos Ordinance No. 705; An Ordinance Authorizing the Sale of Certain County-Owned Real Property Commonly Known as 3661 and 3689 Trinity Drive to Pet Pangaea, LLC, a New Mexico Limited Liability Company, and ask staff to assure that it is published as provided in the County Charter.**

**10. PUBLIC HEARING(S)**

A. New Liquor License Application No.1173484, Seeking a Transfer of Ownership of Canopy Liquor License, filed by Applicant, New Mexico Innovation Triangle, LLC d/b/a Hilltop Hotel, 400 Trinity Drive, Los Alamos, NM 87544

Mr. Harry Burgess, County Manager, spoke.

Public Comment:

Mr. Greg White, 600 San Ildefonso, spoke.

**A motion was made by Councilor Izraelevitz, seconded by Councilor Sheehey, that Council approve New Liquor License and Application No. 1173484 New Mexico Innovation Triangle, LLC d/b/a Hilltop Hotel.**

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

**Yes: 7 - Councilor Scott, Councilor Ryti, Councilor Izraelevitz, Councilor Maggiore, Councilor Martin, Councilor Robinson, and Councilor Sheehey**

## **11. BUSINESS**

### **A. Potential Purchase of Property Located at 1735 and 2551 Central Avenue**

Councilor Scott presented.

Mr. Harry Burgess, County Manager, spoke.

Ms. Anne Laurent, Public Works Director, spoke.

Public Comment:

Mr. David Reagor, no address given, spoke.

Ms. Elizabeth Comly, 235 Kimberly, spoke.

Mr. Aaron Walker, 413 Pruitt, spoke.

Mr. Greg White, 600 San Ildefonso, spoke.

Mr. Jim O'Donnell, 1300 Bathtub Row, spoke.

**A motion was made by Councilor Izraelevitz, seconded by Councilor Maggiore, that Council approve the attached Purchase Agreement regarding properties located at 1735 and 2551 Central Avenue.**

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

**Yes: 6 - Councilor Scott, Councilor Ryti, Councilor Izraelevitz, Councilor Maggiore, Councilor Robinson, and Councilor Sheehey**

**No: 1 - Councilor Martin**

## **RECESS**

**Councilor Scott called for a recess at 7:56 p.m. The meeting reconvened at 8:05 p.m.**

### **B. 2021 State Legislative Agenda**

Councilor Sheehey presented.

Public Comment:

None.

Councilor Maggiore left during the discussion of this item, unknown what time.

**A motion was made by Councilor Sheehey, seconded by Councilor Ryti, that Council adopt the 2021 State Legislative Agenda with the following amendments: add to the fourth Item F enhance broadband access for all New Mexicans that language includes digital device and Item G exclude municipal utility records from public records requests.**

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

**Yes: 6 - Councilor Scott, Councilor Ryti, Councilor Izraelevitz,  
Councilor Martin, Councilor Robinson, and Councilor Sheehey**

**Absent: 1 - Councilor Maggiore**

## **12. COUNCIL BUSINESS**

### **A. Appointments**

Councilor Maggiore re-joined the meeting during the discussion of this item, unknown what time.

#### **1) Citizen Petition Regarding/Requesting Council Actions to Achieve Net Zero Greenhouse Gas Equivalents**

Ms. Katie Leonard, Petitioner, presented.  
Ms. Heidi Rodgers, Petitioner, presented.  
Mr. Philo Shelton, Utilities Manager, spoke.  
Mr. Harry Burgess, County Manager, spoke.  
Mr. Alvin Leaphart, County Attorney, spoke.

Public Comment:

Ms. Jodi Benson, 3547 Pueblo Drive, spoke.  
Ms. Sue Barns, 346 Ridgeway, spoke.  
Mr. Greg White, 600 San Ildefonso, spoke.

**A motion was made by Councilor Sheehey, seconded by Councilor Robinson, that Council acknowledge the petition, thank the petitioners for their recommendation and take the action requested with the Charter and membership of the committee to be approved by Council no later than January 26, 2021.**

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

**Yes: 7 - Councilor Scott, Councilor Ryti, Councilor Izraelevitz, Councilor Maggiore,  
Councilor Martin, Councilor Robinson, and Councilor Sheehey**

#### **2) Appointment of Members to the Tourism Implementation Task Force**

Councilor Maggiore presented.

**A motion was made by Councilor Robinson, seconded by Councilor Maggiore, to nominate Susan Brockway-Hahn, Christiana Hudson, Chris Judson and Liz Martineau to fill the remaining one (1) vacancy on the Tourism Implementation Task Force and move that Council appoint one (1) nominee to the vacant position(s) as follows: By roll call vote, Councilors vote for one (1) nominee and the one with the highest vote total of four or more be appointed to fill the remainder of the two year term (9/8/20 to 9/7/22).**

Public Comment:  
None.

Councilor Scott called for a roll call vote to appoint members to the Tourism Implementation Task Force:

**Councilors Scott, Ryti, Izraelevitz, Maggiore, Martin, Robinson, and Sheehey voted for:**  
Christiana Hudson

**After a roll call vote, Ms. Christiana Hudson was appointed.**

3) Board/Commission Appointment(s) - Parks and Recreation Board

Councilor Martin presented.

Public Comment:  
None.

**A motion was made by Councilor Robinson, seconded by Councilor Maggiore, to nominate Jaime Aslin, David Teter, Darren Meadows, Stephen Webster and Gregg Weiss to fill four (4) vacancies on the Parks and Recreation Board and move that Council appoint four (4) nominees to the vacant position(s) as follows: By roll call vote, Councilors vote for four (4) nominees and the three (3) with the highest vote total of four (4) or more be appointed to fill terms beginning on December 1, 2020 and ending on November 30, 2022. The fourth highest vote total of four (4) or more will be appointed to Dianne Wilburn's remaining term beginning on December 1, 2020 and ending on November 30, 2021.**

Councilor Izraelevitz called for a roll call vote to appoint members to the Planning and Zoning Commission:

**Councilors Scott, Ryti, Izraelevitz, Maggiore, Martin, Robinson, and Sheehey voted for:**  
Jaime Aslin

**Councilors Scott, Ryti, Izraelevitz, Martin, and Sheehey voted for:**  
Gregg Weiss

**Councilors Scott, Ryti, Izraelevitz, Maggiore, Martin, Robinson and Sheehey voted for:**  
David Teter

**Councilors Scott, Ryti, Izraelevitz, Maggiore, Martin, Robinson and Sheehey voted for:**  
Darren Meadows

**Councilors Maggiore and Robinson voted for:**  
Stephen Webster

**After a roll call vote, Mr. Jaime Aslin, Mr. David Teter, and Mr. Darren Meadows were appointed to fill terms beginning on December 1, 2020 and ending on November 30, 2022. Mr. Gregg Weiss was appointed to a term beginning on December 1, 2020 and ending on November 30, 2021.**

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

Councilor Sheehey reported on the Mirador Public Improvement District Board and the New Mexico Municipal League.

Councilor Robinson reported on the Planning and Zoning Commission.

Councilor Ryti reported on the Technical Workgroup meeting and the Fire Department accreditation meeting.

Councilor Martin reported on the Library Board and the Parks and Recreation Board.

**C. County Manager's Report**

1) County Manager's Report for December 2020

County Manager Harry Burgess reported on COVID-19 updates, the Coronavirus Aid, Relief, and Economic Security (CARES) Act grants, the 2019 Popular Financial Report, the Newly Elected Officials Training, and the Newly Elected Officials Swearing in Ceremony.

**D. Council Chair Report**

Chair Scott reported on the Governor's/Mayor's Council Call, meetings with Los Alamos National Lab (LANL) and Los Alamos Medical Center (LAMC), a meeting regarding DP Road clean-up, a letter to federal representatives regarding Coronavirus Relief Fund, and the Social Services Committee Meeting.

**E. General Council Business**

None.

**F. Approval of Councilor Expenses**

None.

**G. Preview of Upcoming Agenda Items**

None.

**13. COUNCILOR COMMENTS**

Councilor Maggiore provided farewell comments.

Councilor Martin provided farewell comments.

Councilor Ryti commented on the Family Services contract, the outgoing councilors, and well wishes to the community.

Councilor Robinson commented on the procedures of Council during COVID-19 and wished Happy Holidays to all.

**14. PUBLIC COMMENT**

None. (Item skipped)



**15. ADJOURNMENT**

Councilor Scott made closing comments.

The meeting adjourned at 10:24 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

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Sara C. Scott, Council Chair

Attest:

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Naomi D. Maestas, County Clerk

Meeting Transcribed By: Victoria L. Martinez, Senior Deputy Clerk

## Budget Revision 2021-23

Council Meeting Date: December 15, 2020

	Fund & Department	Org Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	General Fund	01140195 9631			\$ (1,700,000)	\$ (1,700,000)
2	CIP Fund - Kiddie Pool	CP7013 7601 8369		\$ 1,700,000	\$ 1,700,000	\$ -
<b>Description:</b> The purpose of this budget revision is to increase the budget for the Kiddie Pool in the CIP Fund. The final actual ending Fund Balance for the General Fund at 6/30/20 is \$5.5 million higher than projected in the Budget Book.						
<b>Fiscal Impact:</b> The net impact on the General Fund is to increase transfers out and decrease fund balance by \$1,700,000. The net impact on the CIP Fund is to increase expenditures and transfers in by \$1,700,000.						

Los Alamos County Council  
Regular Session  
December 15, 2020  
Item 8.D

**From:** Burgess, Harry <[harry.burgess@lacnm.us](mailto:harry.burgess@lacnm.us)>  
**Sent:** Tuesday, December 15, 2020 12:58 PM  
**To:** ~County Council <[~CountyCouncil@lacnm.us](mailto:~CountyCouncil@lacnm.us)>  
**Cc:** Styron, Cory <[cory.styron@lacnm.us](mailto:cory.styron@lacnm.us)>; Casados, Donna <[donna.casados@lacnm.us](mailto:donna.casados@lacnm.us)>; Thwaites, Katie <[katie.thwaites@lacnm.us](mailto:katie.thwaites@lacnm.us)>  
**Subject:** For tonight's Dais - update

Hi All,

I need to alert you to a change to two items on this evening's agenda, concerning agenda items 8.E. and 8.F. – the contracts for FSN and for Las Cumbres.

The issue is due to a staff error in that we failed to incorporate direction provided to us during the October 20, 2020 meeting. As you may recall, we have had several conversations on this issue, beginning with the contract that was not approved in July. Subsequent to that discussion, we had a work session on the topic in August when staff was directed to perform a gap analysis as a means to inform our path forward. That gap analysis was performed and distributed to Council, after which there were discussions within the Social Services subcommittee, whose recommendations for a path forward were brought to Council as part of Council Business (Chair comments) during the 10/20/20 meeting. As part of Chair Scott's comments, the direction for a path forward on this issue was to solicit two contracts, each for a two year period – during which the County would pursue a consultant to engage in a more in-depth gap analysis than staff provided. The purpose of this direction was to allow for a certain level of services to be provided at present, yet to provide a path for a subsequent consideration of community needs as a result of the proposed gap analysis, as a two-year contract would require a subsequent RFP/contract at a known date in the not too distant future.

The error was that throughout the discussions listed above, the contract template that was distributed included a four year term with three additional years as an option. Unfortunately this template was not updated per the direction noted above, and the resultant contracts in tonight's agenda packet included the "4+3" design. After publishing the agenda on Friday, I received calls from Councilors noting this error, and therefore attached are updated contracts consistent with the two-year direction. **I am therefore recommending that Attachment 1 to this email be substituted for the contract shown in Agenda item 8.E. and that Attachment 2 to this email be substituted for the contract shown in Agenda item 8.F. (documents to be replaced are "Attachment B" for both agenda items).**

Similarly, I suggest the following updates to the respective motions:

For Item 8.E., please replace the existing motion with:

**"I move that Council approve AGR21-16 with Family Strengths Network in an Amount not to exceed \$205,132.84 for the Purpose of the Family Resource, Support, and Parent Education Programs with a focus on promotion and prevention"**

And for Item 8.F., please replace the existing motion with:

**I move that Council approve AGR21-29 with Las Cumbres Community Services, Inc. in an Amount not to exceed \$256,251.00 for the Purpose of the Family Resource, Support, and Parent Education Programs with a focus on intervention and treatment**

**I further move that Council approve Budget Revision 2020-24 as summarized on attachment B and that the attachment be made a part of the minutes of this meeting.**

The changes to the motions indicated above only involve a change to the indicated Amount (since the total number of years has been reduced).

I will note that I have already spoken to representatives of both affected agencies and while they each would prefer the longer term, both expressed appreciation to the County for funding these services as well as a desire for participation in the pending gap analysis and for a subsequent contract through which they hope to provide such identified services.

Consistent with prior meetings, it is my intent to keep these items on the Consent agenda yet I expect to provide some explanatory comments prior to your vote. This email would therefore serve the same function as the colored paper updates/revisions that we have provided on the dais in the past.

If you have any questions, please let me know.

Thanks,

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## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Family Strengths Network**, a New Mexico nonprofit corporation ("Contractor" or "FSN"), to be effective for all purposes January 1, 2021.

**WHEREAS**, the County's Chief Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 21-16 (the "RFP") on November 5, 2020, requesting proposals for Family Resources, Support, and Parent Education Program (Promotion/Prevention Focus), as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated November 20, 2020 ("Contractor's Response"); and

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

**WHEREAS**, the County Council approved this Agreement at a public meeting held on December 15, 2020; and

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

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

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

#### **1. Contractor Services.** Contractor shall provide the following Services:

Provide facilities, equipment, and qualified personnel in Los Alamos County necessary to operate a successful and comprehensive Family Resources, Support, and Parent Education Program. The Services shall be available to parents with children aged birth to age 6 and shall include siblings and caregivers.

- a. Offer free to public family resources and support services in Los Alamos County by utilizing the following Family Resource Center ("FRC") programs as provided in Exhibit "B" Average Los Alamos Weekly Schedule, attached hereto and made a part hereof for all purposes. Programs shall include not less than an amount and frequency of programs identified in Exhibit B, and shall include, but not be limited to, Toddler Craft; Toddler Tunes; Adventures in STEM; Resource Appointments and FSN Live, which shall specifically include:
  - (1) Providing programs, free to the public, that offer a network of social support and information;
  - (2) Providing parents with information on child development, including Contractor consultation, literature, resource library, toy library and peer-to-peer groups;

Los Alamos County Council Regular Meeting December 15, 2020 Item 8.E and Item 8.F
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- (3) Designing and providing family support programs to strengthen and preserve families through connection to Contractor's resources, individual support and parent education;
  - (4) Connecting families with other resources, including, but not limited to, County Police Department, County Social Services Division, Los Alamos Public Schools or other County or local providers, to promote healthy, functioning, stable family for a child's long- term emotional, social, and academic success.
- b. Provide, free to the public, parent education through programs such as Chit-Chat and Change ("Chit-Chat") and Birth Talk, in an amount not less than that identified in Exhibit B and which shall include:
- (1) Programs focused on teaching and sharing information, as well as skills necessary to promote cognitive, language, and socio-emotional development in children;
  - (2) Programs designed to help parents through group activities, peer-to-peer support, and activities involving parents and children together;
  - (3) Trauma Informed Parenting, an evidence-informed curriculum; and
  - (4) Programs that include drop-in options.
- c. Offer seasonal Special Programs and Events in collaboration with community organizations, raise awareness of family resources, and engage with families. The following seasonal Special Programs shall be made available with a fee associated for participation:

Programs and Fees Schedule		
	Regular Meeting	
Gingerbread Making Kits	December 15, 2020	\$20/Kit
Infant CPR	Item 8.E and Item 8.F	\$50/Class
Lucky Ducky Day		\$5/Rubber Duck
Triath-A-Toddle		\$10/Registration

- d. Provide regular hours of service, Tuesday through Saturday, Wednesday 9:00 am to 3:00 pm, other days 9:00 am to 1:00 pm., except on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, and New Year's Eve. Annually, Contractor will close the FRC in July to complete deep cleaning, maintenance, and an inventory of the libraries. However, contractor shall still provide some programs in July and patrons can make arrangements to use the libraries. In general, Contractor will follow the Los Alamos Public Schools schedule in regard to holidays and snow delays and snow days.
- e. To protect the health and safety of the public or any person or persons utilizing Contractor's Services as defined herein, and to minimize danger from all hazards to life and property, Contractor shall take all reasonable precautions in connection with Contractor's Services and shall comply with all health, safety and fire protection rules, laws, regulations and requirements of County, and any other pertinent regulatory body. In the event of cancellation of Services by County or other applicable governing body, County reserves the sole right to determine if circumstances warrant cancellation of an event, or if an alternate activity may be substituted. Contractor shall make decisions regarding hours of operation during inclement weather and shall disseminate that information to the public as quickly as possible using local news media and social media.
- f. County and Contractor agree there is a need to remain flexible and maintain the ability to amend programs offered to allow for growth or accommodate to community needs, without increasing the total compensation listed in Section C. herein. Any changes to these programs will be requested in writing by the Contractor to the County Manager or designee

fully explaining the proposed program and justification for implementation of new program. County approved changes to programs will be posted by the Contractor with at least one-month notice prior to implementation.

**2. Deliverables.** For each County contract year, Contractor shall:

- a. Provide quarterly progress reports to the Los Alamos County Social Services Division which shall include financial and programmatic information, at the end of each three-month period, beginning March 31, 2021, in a format to be provided annually by County. These reports shall include Contractor's programs, events, and Services provided, and be provided to County within thirty (30) days after the end of each reporting period; and, at a minimum, summary information describing:
  - (1) The efforts undertaken and the results of Contractor's solicitation of meaningful participant input and/or feedback and a demonstrated willingness to act on this information;
  - (2) Provide schedule of classes, workshops, seminars, and talks
  - (3) Contractor's participant attendance data and a summary of participants' evaluations;
  - (4) Contractor's description of media placements or other announcements;
  - (5) Contractor's collaborations with other providers;
  - (6) Contractor's referrals count and Services provided;
  - (7) Contractor shall also summarize any volunteer efforts related to the Services; and
  - (8) Contractor shall provide a description of any applications made for grants or solicitations for other funding sources related to the Services, as well as the status of the applications or solicitation efforts.
- b. Furnish County with a copy of an annual financial review performed by an independent party with acknowledged financial experience, no later than September 30 of each year. This review shall include, at a minimum, all financial records relating to the Agreement Term. A copy of Contractor's most recent financial audit performed by an accountant or accounting firm may be accepted in lieu of the financial review.
- c. Furnish County, quarterly and prior to any changes, with an operational schedule detailing programs to be offered, types of groups to be held, and drop-in clinic hours, prior to ten (10) days of effective date or change;

**3. IN-KIND SUPPORT.** On a monthly basis, County agrees to allow Contractor to promote one (1) event through its weekly "County Line" e-newsletter which is e-mailed to subscribers on Fridays. Text must be no more than thirty (30) words and contain the event's time, date, location and either a webpage link, phone number or email for the event organizer. Text must be received no later than 8:00 a.m. on the Wednesday before Friday publication in order for it to be included in that week's edition. Text may be modified by the e-newsletter editor for style or content in order to meet newsletter publication guidelines. Text will only be included once in the newsletter per event and will only promote events no more than fourteen (14) days prior to the start of the event. County will not promote events for other individuals, groups or organizations affiliated with or sponsored by Contractor.

**SECTION B. TERM:** The term of this Agreement shall commence January 1, 2021, and shall continue through December 31, 2022, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.** County shall pay compensation for performance of the Services during the initial term of this Agreement and any extensions shall not exceed TWO HUNDRED FIVE THOUSAND ONE HUNDRED THIRTY-TWO DOLLARS AND EIGHTY-FOUR CENTS (\$205,132.84), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices along with a calendar showing all programs that were offered in that month to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. All invoices should have attached backup documentation to support costs on invoice. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

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

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

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



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

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

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per claim or per occurrence, whichever is applicable to the type of insurance, and with ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least three (3) years thereafter.
3. **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.
4. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

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

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

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the

performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

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

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

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

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

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

**SECTION R. TERMINATION:**

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

**SECTION 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:  
Social Services Manager  
Incorporated County of Los Alamos  
1505 15<sup>th</sup> Street, Suite A  
Los Alamos, New Mexico 87544

Contractor:  
Executive Director  
Family Strengths Network  
3540 Orange Street  
Los Alamos, New Mexico 87544

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

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

**SECTION 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:**

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

**FAMILY STRENGTHS NETWORK, A NEW MEXICO  
NON-PROFIT ORGANIZATION**

BY: \_\_\_\_\_  
**CARIE FANNING** **DATE**  
**EXECUTIVE DIRECTOR**

**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR21-16**

**A. Invoices.** Pursuant to Section C. of the Agreement, Contractor shall submit monthly invoices showing amounts spent for program expenses using the categories listed below, as well as a calendar showing all programs that were offered in that month. The total amount of compensation for the contract periods listed below shall not exceed the amount listed in each column. Amounts from one contract period shall not carry over for the next period.

**B. Administration Costs Compensation:**

1. **January 1, 2021 through December 31, 2021:** Payment for administration costs shall be paid in an amount not to exceed a total of FIFTY-ONE THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS AND EIGHTY CENTS (\$51,764.80) annually.
2. **January 1, 2022 through December 31, 2022:** Payment for administration costs shall be paid in an amount not to exceed a total of FIFTY-FOUR THOUSAND THREE HUNDRED FIFTY-THREE DOLLARS AND FOUR CENTS (\$54,353.04) annually.

**C. Programming Costs\*:**

1. **January 1, 2021 through December 31, 2021:** Payment for programming costs be paid in an amount not to exceed a total of FORTY-EIGHT THOUSAND THREE HUNDRED DOLLARS (\$48,300.00) annually.
2. **January 1, 2022 through December 31, 2022:** Payment for programming costs shall be paid in an amount not to exceed a total of FIFTY THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS (\$50,715.00) annually.

<b>For the Contract Period:</b>	<b>Administrative Costs:</b>	<b>Programming Costs:</b>	<b>Total Compensation shall not exceed:</b>
<b>1/1/2021 through 12/31/2021</b>	\$51,764.80	\$48,300.00	\$100,064.80
<b>1/1/2022 through 12/31/2022</b>	\$54,353.04	\$50,715.00	\$105,068.04

**\*Program Annual Rate Schedule**

<b>Program Costs</b>	<b>Total Expenses</b>
Toddler Craft	\$500
Toddler Tunes	\$600
Adventures in STEM	\$4,400
Play Dates	\$300
FSN Live	\$0
<b>LIBRARIES</b>	
FRC Library	400
Toy Library	\$7,700
Educational Resource Library	\$1,000
<b>Support/Support Groups</b>	
Birth Talk	\$800
Chit-Chat	\$6,500
<b>Programs</b>	
Trauma Informed Parenting	\$2,400

**Exhibit “B”**  
**Average Los Alamos Weekly Schedule**  
**AGR21-16**

***Average Weekly Schedule***

<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Hours: Closed	Hours: Closed	Hours: 9-1	Hours: 9-3	Hours: 9-1	Hours: 9-1	Hours: 9-1
		FRC	FRC	FRC	FRC	FRC
	Libraries by Appointment	Libraries	Libraries	Libraries	Libraries	Libraries
Space Available for Patron Events	Space Available for Patron Events					Space Available for Patron Events
		Parenting Class	Parenting Class	Parenting Class		Parenting Class
	Support Groups	Toddler/Parent Bonding Event (Toddler Tunes/Craft)	Adventures in STEM	Las Cumbres Hearing Screening	FSN Play Date	
		BabyNet	Chit-Chat Potluck	Las Cumbres Staff Meeting	Field Trip	Field Trip
		Parent Discussion Group	Workshop or Special Event		Las Cumbres Feeding Support	Workshop or Special Event



## 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 **Las Cumbres Community Services, Inc.** ("LCCS"), a New Mexico non-profit corporation ("Contractor"), to be effective for all purposes January 1, 2021.

**WHEREAS**, the Chief Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 21-29 (the "RFP") on November 5, 2020 requesting proposals for the social services of a Family Resources, Support, and Parent Education Program with Intervention/Treatment Focus, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated November 20, 2020 ("Contractor's Response"); and

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

**WHEREAS**, the County Council approved this Agreement at a public meeting held on December 15, 2020; and

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

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

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

#### **1. Contractor Services.** Contractor shall provide the following Services:

- a. Provide facilities, equipment, and qualified personnel in Los Alamos County necessary to operate a successful and comprehensive Family Resources, Support, and Parent Education Program. The Services shall be available to parents with children aged birth to age 6 and shall include siblings and caregivers as provided in Exhibit "B" Sample Los Alamos Weekly Schedule, attached hereto and made a part hereof for all purposes. Services shall include not less than the amount and frequency of programs identified in Exhibit B and include but not be limited to the following programs identified herein.
- b. Offer free to the public family resources and support services in Los Alamos County. Provide parent education classes and programs, shall specifically include:
  - 1) Early intervention and support services for families with infants and toddlers which shall include, but not be limited to:
    - i. Integrated developmental and therapeutic services to families who have young child(ren) with a diagnosis of a developmental delay or concerns about the development of their young child(ren) aged three (3) and under;

Los Alamos County Council Regular Meeting December 15, 2020 Item 8.E and Item 8.F
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- ii. Infant and early childhood mental health services for children, as well as behavioral health intervention services for older siblings or other children in the home;
  - iii. Family navigation and behavioral health services, which shall include direct one-on-one support to assist families with their specific needs, prevention, intervention and reunification services for families with children of all ages designed to promote safety and well-being for families, particularly those facing high-risk factors and living in high-risk environments or families experiencing challenges related to reunification;
- 2) Community-Based Child Abuse Prevention; and
- 3) Family Reunification Services.
- c. Design and provide child and family services to strengthen and preserve families through connection to resources, individual support and parent education, and to make evidence-based programming available, free to the public, when the need(s) in the community has been identified by County.
- d. Provide free to the public programming that nurture connections between children and their parents or other caregivers, promote growth opportunities, and enhance relational and environmental outcomes for children to grow up healthy and safe.
- e. Offer multiple parenting class options and drop-in hours, free to the public, with Contractor's staff available to answer questions or connect parents to resources. Contractor shall provide class options that shall:
  - 1) Provide parents with useful strategies and resources for navigating their children's development which shall include strategies to improve parents' confidence and understanding of their children's development and behavior;
  - 2) Include parenting support groups which will be open to all parents and caregivers interested in strengthening their parenting skills and relationships with their children; and
  - 3) Promote and build on natural strengths within families while developing awareness and understanding of children's needs.
- f. Contractor will be open during regular business hours, Monday through Friday, 8am to 6pm by appointment. Contractor shall offer quarterly Circle of Security ("COS") groups on Saturdays. Contractor's staff will be available on site to respond to potential walk-in needs during regular drop-in clinic hours and throughout the business week for scheduled appointments.
- g. Drop-in Clinic. Contractor shall provide Drop-in Clinic hours two days a week throughout the term of this Agreement for parents to access LCCS staff to receive consultation, support, access to community resources, and screening. Contractor shall provide an after-hours Drop-in option at least one day a week throughout the term of this Agreement. Contractor shall provide Developmental Screenings, Referral and intake during Drop-in Clinic hours.
- h. Provide Early Intervention (EI) developmental screenings for any child age 0-6 to assess for delays across all areas of development. During EI screenings, Contractor will make childcare available and integrated into clinic activity structure for the siblings of those being screened.
- i. Conduct Early Intervention Workshops and Trainings that provide a bi-weekly workshop/training series to educate parents and professionals on a wide range of child

development topics. Workshops will last between 60-90 minutes, likely over the lunch hour to enable increased access for working families and professionals.

- j. Contractor shall provide three (3) curriculum-driven Fatherhood Groups which consist of 16-week groups for fathers to access specialized parenting support.
- k. Conduct Dialectical Behavior Therapy ("DBT ") Skills Group. Contractor shall provide weekly DBT group sessions for two (2) hours. First hour will be an open drop-in group for any parent or provider in the community who wants to learn basic DBT skills. Parents who want to enroll in the closed group can attend the second hour.
- l. Conduct Circle of Security Groups. Contractor shall provide COS programs that enhance parental capacity to conceptualize, understand, and strengthen the attachment relationship with their children and build parental reflective capacity. Contractor shall provide one class quarterly in Spanish and one class quarterly in English (2 COS classes per quarter total). Childcare and meals shall be provided by Contractor.
- f. To protect the health and safety of the public or any person or persons utilizing Contractor's Services as defined herein, and to minimize danger from all hazards to life and property, Contractor shall take all reasonable precautions in connection with Contractor's Services and shall comply with all health, safety and fire protection rules, laws, regulations and requirements of County, and any other pertinent regulatory body. In the event of cancellation of Services by County or other applicable governing body, County reserves the sole right to determine if circumstances warrant cancellation of an event, or if an alternate activity may be substituted. Contractor shall make decisions regarding hours of operation during inclement weather and shall disseminate that information to the public as quickly as possible using local news media and social media.
- g. County and Contractor agree there is a need to remain flexible and maintain the ability to amend programs offered to allow for growth or accommodate to community needs, without increasing the total compensation listed in Section C, herein. Any changes to these programs will be requested in writing by the Contractor to the County Manager or designee fully explaining the proposed program and justification for implementation of new program. County approved changes to programs will be posted by the Contractor on Contractor's website and social media sites with at least one-month notice prior to implementation.

## **2. Deliverables.** Contractor shall:

- a. Provide quarterly progress reports to the Los Alamos County Social Services Division which shall include financial and programmatic information, at the end of each three-month period, beginning March 31, 2021, in a format to be provided annually by County. These reports shall include Contractor's programs, events, and Services provided, and be provided to County within thirty (30) days after the end of each reporting period; and, at a minimum, summary information describing:
  - (1) The efforts undertaken and the results of Contractor's solicitation of meaningful participant input and/or feedback and a demonstrated willingness to act on this information;
  - (2) Provide schedule of classes, workshops, seminars, and talks;
  - (3) Contractor's participant attendance data and a summary of participants' evaluations;
  - (4) Contractor's description of media placements or other announcements;
  - (5) Contractor's collaborations with other providers;
  - (6) Contractor's referrals count and Services provided;
  - (7) Contractor shall also summarize any volunteer efforts related to the Services; and

- (8) Contractor shall provide a description of any applications made for grants or solicitations for other funding sources related to the Services, as well as the status of the applications or solicitation efforts.
  - b. Furnish County with a copy of an annual financial review performed by an independent party with acknowledged financial experience, no later than September 30 of each year. This review shall include, at a minimum, all financial records relating to the Agreement Term. A copy of Contractor's most recent financial audit performed by an accountant or accounting firm may be accepted in lieu of the financial review.
  - c. Furnish County, quarterly and prior to any changes, with an operational schedule detailing programs to be offered, types of groups to be held, and drop-in clinic hours, prior to ten (10) days of effective date or change;
- 3. IN-KIND SUPPORT.** On a monthly basis, County agrees to allow Contractor to promote one (1) event through its weekly "County Line" e-newsletter which is e-mailed to subscribers on Fridays. Text must be no more than thirty (30) words and contain the event's time, date, location and either a webpage link, phone number or email for the event organizer. Text must be received no later than 8:00 a.m. on the Wednesday before Friday publication for it to be included in that week's edition. Text may be modified by the e-newsletter editor for style or content in order to meet newsletter publication guidelines. Text will only be included once in the newsletter per event and will only promote events no more than fourteen (14) days prior to the start of the event. County will not promote events for other individuals, groups or organizations affiliated with or sponsored by Contractor.

**SECTION B. TERM:** The term of this Agreement shall commence January 1, 2021, and shall continue through December 31, 2022, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** Total compensation for performance of the Services, during the initial term of this Agreement and any extensions shall not exceed TWO HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$256,251.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized monthly invoices, along with a calendar showing all programs that were offered in that month to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. All invoices should have attached backup documentation to support costs on invoice. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

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

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

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

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

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

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- 2. Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per claim or per occurrence, whichever is applicable to the type of insurance, and with ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least three (3) years thereafter.

3. **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.
4. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

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

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

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

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

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

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

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

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

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

#### **SECTION R. TERMINATION:**

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

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

County:

Social Services Manager  
Incorporated County of Los Alamos  
1505 15<sup>th</sup> Street, Suite A  
Los Alamos, New Mexico 87544

Contractor:

Robyn Covelli-Hunt  
Las Cumbres Community Services, Inc.  
102 North Coronado Avenue  
Espanola, New Mexico 87532

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

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

**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:**

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

**LAS CUMBRES COMMUNITY SERVICES, INC. A NEW**  
**MEXICO NON-PROFIT CORPORATION**

**BY:** \_\_\_\_\_  
**STACEY FRYMIER** **DATE**  
**DIRECTOR OF COMMUNITY YOUTH AND**  
**CAREGIVER PROGRAMS**

**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR21-29**

A. Invoices. Pursuant to Section C of the Agreement, Contractor shall submit monthly invoices showing amounts spent for program expenses using the categories listed below, as well as a calendar showing all programs that were offered in that month. The total amount of compensation for the contract periods listed below shall not exceed the amount listed in each column. Amounts from one contract period shall not carry over for the next period.

**B. Administration Costs Compensation:**

1. **January 1, 2021 through December 31, 2021:** Administration costs shall be paid in an amount not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$18,750.00) annually.
2. **January 1, 2022 through December 31, 2022:** Administration costs shall be paid in an amount not to exceed NINETEEN THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$19,688.00) annually.

**C. Programming Costs:**

1. **January 1, 2021 through December 31, 2021:** Programming costs shall be paid in an amount not to exceed ONE HUNDRED AND SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$106,250.00) annually.
2. **January 1, 2022 through December 31, 2022:** Programming costs shall be paid in an amount not to exceed ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS (\$111,563.00) annually.

<b>For the Contract Period:</b>	<b>Administrative Costs:</b>	<b>Programming Costs:</b>	<b>Total Compensation shall not exceed:</b>
<b>1/1/2021 through 12/31/2021</b>	\$18,750.00	\$106,250.00	\$125,000.00
<b>1/1/2022 through 12/31/2022</b>	\$19,688.00	\$111,563.00	\$131,251.00



# Exhibit "B"

## Sample Los Alamos Weekly Schedule

### AGR21-29



**SAMPLE Los Alamos Weekly Schedule:**  
Office Hours: Monday through Friday 8am to 6pm by appointment

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Drop-in Clinic</b> <b>10am - Noon</b> <p>Art, sensory, and other activities designed to address developmental milestones and enhance caregiver/child relationships. Staff with specialized expertise available to answer questions and connect families to additional supports. Focus on help for families with children with social-emotional or developmental concerns. Developmental Screenings provided as walk-in during clinic hours, or by appointment.</p> <p><b>Multidisciplinary Team:</b>  Social Worker,  Behavioral Health clinicians,  Early Intervention Specialists.</p>	<b>Early Intervention Workshops and Trainings</b> <b>12-1:30</b> <p>Early childhood developmental workshops and trainings, offered bi-weekly through virtual format</p> <p><b>Facilitators:</b>  Early Intervention Contractors  Licensed  Early Childhood Therapists and Social Workers</p>	<b>Padres Undios Fatherhood Group</b> <b>3:30pm – 5pm</b> <p>Structured group for fathers to learn parenting skills, address self-awareness, emotion regulation, co-parenting relationships; child development; discipline; and "being a man" in a group setting.</p> <p><b>Facilitator:</b>  Fatherhood Program Coordinator.</p> <p><i>Childcare provided</i></p>	<b>Drop-in Clinic</b> <b>4pm - 6pm</b> <p>Art, sensory, and other activities designed to address developmental milestones and enhance caregiver/child relationships. Staff with specialized expertise available to answer questions and connect families to additional supports. Focus on help for families with children with social-emotional or developmental concerns. Developmental Screenings provided as walk-in during clinic hours, or by appointment.</p> <p><b>Multidisciplinary Team:</b>  Social Worker,  Behavioral Health clinicians,  Early Intervention Specialists.</p>	<b>Dialectical Behavior Therapy Skills Group</b> <b>11am - Noon</b> (drop in group) <b>1pm - 2pm</b> (closed group) Parental mindfulness; distress tolerance; emotion regulation; interpersonal effectiveness; and validation. <p><b>Facilitators:</b>  Behavioral Health clinicians</p> <p><i>Childcare provided</i></p>	<b>Circle of Security Group- Full Day (English and Spanish Speaking Groups)</b> <b>9am - 4pm</b> <i>(Saturday groups anticipated to be held 2-4 times in the year)</i> Parenting program to enhance capacity to better understand and increase child(ren)'s self-esteem; manage anger (parent's and child's); and establish family routines. Seeking ways as a parent to become "Bigger, Stronger, Wiser and Kind" <p><b>Facilitators:</b>  Bilingual staff members with COS-P training.</p> <p><i>Childcare provided</i></p>	<b>Office Closed</b>



## 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 **Las Cumbres Community Services, Inc.** ("LCCS"), a New Mexico non-profit corporation ("Contractor"), to be effective for all purposes January 1, 2021.

**WHEREAS**, the Chief Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 21-29 (the "RFP") on November 5, 2020 requesting proposals for the social services of a Family Resources, Support, and Parent Education Program with Intervention/Treatment Focus, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated November 20, 2020 ("Contractor's Response"); and

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

**WHEREAS**, the County Council approved this Agreement at a public meeting held on December 15, 2020; and

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

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

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

#### **1. Contractor Services.** Contractor shall provide the following Services:

- a. Provide facilities, equipment, and qualified personnel in Los Alamos County necessary to operate a successful and comprehensive Family Resources, Support, and Parent Education Program. The Services shall be available to parents with children aged birth to age 6 and shall include siblings and caregivers as provided in Exhibit "B" Sample Los Alamos Weekly Schedule, attached hereto and made a part hereof for all purposes. Services shall include not less than the amount and frequency of programs identified in Exhibit B and include but not be limited to the following programs identified herein.
- b. Offer free to the public family resources and support services in Los Alamos County. Provide parent education classes and programs, shall specifically include:
  - 1) Early intervention and support services for families with infants and toddlers which shall include, but not be limited to:
    - i. Integrated developmental and therapeutic services to families who have young child(ren) with a diagnosis of a developmental delay or concerns about the development of their young child(ren) aged three (3) and under;

- ii. Infant and early childhood mental health services for children, as well as behavioral health intervention services for older siblings or other children in the home;
  - iii. Family navigation and behavioral health services, which shall include direct one-on-one support to assist families with their specific needs, prevention, intervention and reunification services for families with children of all ages designed to promote safety and well-being for families, particularly those facing high-risk factors and living in high-risk environments or families experiencing challenges related to reunification;
- 2) Community-Based Child Abuse Prevention; and
- 3) Family Reunification Services.
- c. Design and provide child and family services to strengthen and preserve families through connection to resources, individual support and parent education, and to make evidence-based programming available, free to the public, when the need(s) in the community has been identified by County.
- d. Provide free to the public programming that nurture connections between children and their parents or other caregivers, promote growth opportunities, and enhance relational and environmental outcomes for children to grow up healthy and safe.
- e. Offer multiple parenting class options and drop-in hours, free to the public, with Contractor's staff available to answer questions or connect parents to resources. Contractor shall provide class options that shall:
  - 1) Provide parents with useful strategies and resources for navigating their children's development which shall include strategies to improve parents' confidence and understanding of their children's development and behavior;
  - 2) Include parenting support groups which will be open to all parents and caregivers interested in strengthening their parenting skills and relationships with their children; and
  - 3) Promote and build on natural strengths within families while developing awareness and understanding of children's needs.
- f. Contractor will be open during regular business hours, Monday through Friday, 8am to 6pm by appointment. Contractor shall offer quarterly Circle of Security ("COS") groups on Saturdays. Contractor's staff will be available on site to respond to potential walk-in needs during regular drop-in clinic hours and throughout the business week for scheduled appointments.
- g. Drop-in Clinic. Contractor shall provide Drop-in Clinic hours two days a week throughout the term of this Agreement for parents to access LCCS staff to receive consultation, support, access to community resources, and screening. Contractor shall provide an after-hours Drop-in option at least one day a week throughout the term of this Agreement. Contractor shall provide Developmental Screenings, Referral and intake during Drop-in Clinic hours.
- h. Provide Early Intervention (EI) developmental screenings for any child age 0-6 to assess for delays across all areas of development. During EI screenings, Contractor will make childcare available and integrated into clinic activity structure for the siblings of those being screened.
- i. Conduct Early Intervention Workshops and Trainings that provide a bi-weekly workshop/training series to educate parents and professionals on a wide range of child

development topics. Workshops will last between 60-90 minutes, likely over the lunch hour to enable increased access for working families and professionals.

- j. Contractor shall provide three (3) curriculum-driven Fatherhood Groups which consist of 16-week groups for fathers to access specialized parenting support.
- k. Conduct Dialectical Behavior Therapy ("DBT ") Skills Group. Contractor shall provide weekly DBT group sessions for two (2) hours. First hour will be an open drop-in group for any parent or provider in the community who wants to learn basic DBT skills. Parents who want to enroll in the closed group can attend the second hour.
- l. Conduct Circle of Security Groups. Contractor shall provide COS programs that enhance parental capacity to conceptualize, understand, and strengthen the attachment relationship with their children and build parental reflective capacity. Contractor shall provide one class quarterly in Spanish and one class quarterly in English (2 COS classes per quarter total). Childcare and meals shall be provided by Contractor.
- f. To protect the health and safety of the public or any person or persons utilizing Contractor's Services as defined herein, and to minimize danger from all hazards to life and property, Contractor shall take all reasonable precautions in connection with Contractor's Services and shall comply with all health, safety and fire protection rules, laws, regulations and requirements of County, and any other pertinent regulatory body. In the event of cancellation of Services by County or other applicable governing body, County reserves the sole right to determine if circumstances warrant cancellation of an event, or if an alternate activity may be substituted. Contractor shall make decisions regarding hours of operation during inclement weather and shall disseminate that information to the public as quickly as possible using local news media and social media.
- g. County and Contractor agree there is a need to remain flexible and maintain the ability to amend programs offered to allow for growth or accommodate to community needs, without increasing the total compensation listed in Section C, herein. Any changes to these programs will be requested in writing by the Contractor to the County Manager or designee fully explaining the proposed program and justification for implementation of new program. County approved changes to programs will be posted by the Contractor on Contractor's website and social media sites with at least one-month notice prior to implementation.

**2. Deliverables.** Contractor shall:

- a. Provide quarterly progress reports to the Los Alamos County Social Services Division which shall include financial and programmatic information, at the end of each three-month period, beginning March 31, 2021, in a format to be provided annually by County. These reports shall include Contractor's programs, events, and Services provided, and be provided to County within thirty (30) days after the end of each reporting period; and, at a minimum, summary information describing:
  - (1) The efforts undertaken and the results of Contractor's solicitation of meaningful participant input and/or feedback and a demonstrated willingness to act on this information;
  - (2) Provide schedule of classes, workshops, seminars, and talks;
  - (3) Contractor's participant attendance data and a summary of participants' evaluations;
  - (4) Contractor's description of media placements or other announcements;
  - (5) Contractor's collaborations with other providers;
  - (6) Contractor's referrals count and Services provided;
  - (7) Contractor shall also summarize any volunteer efforts related to the Services; and

- (8) Contractor shall provide a description of any applications made for grants or solicitations for other funding sources related to the Services, as well as the status of the applications or solicitation efforts.
  - b. Furnish County with a copy of an annual financial review performed by an independent party with acknowledged financial experience, no later than September 30 of each year. This review shall include, at a minimum, all financial records relating to the Agreement Term. A copy of Contractor's most recent financial audit performed by an accountant or accounting firm may be accepted in lieu of the financial review.
  - c. Furnish County, quarterly and prior to any changes, with an operational schedule detailing programs to be offered, types of groups to be held, and drop-in clinic hours, prior to ten (10) days of effective date or change;
- 3. IN-KIND SUPPORT.** On a monthly basis, County agrees to allow Contractor to promote one (1) event through its weekly "County Line" e-newsletter which is e-mailed to subscribers on Fridays. Text must be no more than thirty (30) words and contain the event's time, date, location and either a webpage link, phone number or email for the event organizer. Text must be received no later than 8:00 a.m. on the Wednesday before Friday publication for it to be included in that week's edition. Text may be modified by the e-newsletter editor for style or content in order to meet newsletter publication guidelines. Text will only be included once in the newsletter per event and will only promote events no more than fourteen (14) days prior to the start of the event. County will not promote events for other individuals, groups or organizations affiliated with or sponsored by Contractor.

**SECTION B. TERM:** The term of this Agreement shall commence January 1, 2021, and shall continue through December 31, 2024, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.

**SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** Total compensation for performance of the Services, during the initial term of this Agreement and any extensions shall not exceed ONE MILLION SEVENTEEN THOUSAND SEVEN HUNDRED FIFTY-THREE DOLLARS (\$1,017,753.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized monthly invoices, along with a calendar showing all programs that were offered in that month to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. All invoices should have attached backup documentation to support costs on invoice. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position

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

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

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

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

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

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per claim or per occurrence, whichever is applicable to the type of insurance, and with ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate. Professional Liability Insurance shall provide

coverage for Services provided hereunder during the term of this Agreement and for a period of at least three (3) years thereafter.

3. **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.
4. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

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

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

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

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

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

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

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

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

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**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:**

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

**LAS CUMBRES COMMUNITY SERVICES, INC. A NEW**  
**MEXICO NON-PROFIT CORPORATION**

**BY:** \_\_\_\_\_  
**STACEY FRYMIER** **DATE**  
**DIRECTOR OF COMMUNITY YOUTH AND**  
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2. **January 1, 2022 through December 31, 2022:** Administration costs shall be paid in an amount not to exceed NINETEEN THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$19,688.00) annually.
3. **January 1, 2023 through December 31, 2023:** Administration costs shall be paid in an amount not to exceed TWENTY THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS (\$20,672.00) annually.
4. **January 1, 2024 through December 31, 2024:** Administration costs shall be paid in an amount not to exceed TWENTY-ONE THOUSAND SEVEN HUNDRED FIVE DOLLARS (\$21,705.00) annually.
5. **Possible one-year extension: January 1, 2025 through December 31, 2025:** Administration costs shall be paid in an amount not to exceed TWENTY-TWO THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS (\$22,791.00) annually.
6. **Possible one year extension: January 1, 2026 through December 31, 2026:** Administration costs shall be paid in an amount not to exceed TWENTY-THREE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$23,930.00) annually.
7. **Possible one year extension: January 1, 2027 through December 31, 2027:** Administration costs shall be paid in an amount not to exceed TWENTY-FIVE THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS (\$25,127.00) annually.

**C. Programming Costs:**

1. **January 1, 2021 through December 31, 2021:** Programming costs shall be paid in an amount not to exceed ONE HUNDRED AND SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$106,250.00) annually.
2. **January 1, 2022 through December 31, 2022:** Programming costs shall be paid in an amount not to exceed ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS (\$111,563.00) annually.
3. **January 1, 2023 through December 31, 2023:** Programming costs shall be paid in an amount not to exceed ONE HUNDRED SEVENTEEN THOUSAND ONE HUNDRED FOURTY-ONE DOLLARS (\$117,141.00) annually.
4. **January 1, 2024 through December 31, 2024:** Programming costs shall be paid in an amount not to exceed ONE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS (\$122,998.00) annually.

5. **Possible one-year extension: January 1, 2025 through December 31, 2025**  
Programming costs shall be paid in an amount not to exceed ONE HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS (\$129,148.00) annually.
6. **Possible one-year extension: January 1, 2026 through December 31, 2026:**  
Programming costs shall be paid in an amount not to exceed ONE HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED FIVE DOLLARS (\$135,605.00) annually.
7. **Possible one-year extension: January 1, 2027 through December 31, 2027:**  
Programming costs shall be paid in an amount not to exceed ONE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED EIGHTY-FIVE DOLLARS (\$142,385.00) annually.

<b>For the Contract Period:</b>	<b>Administrative Costs:</b>	<b>Programming Costs:</b>	<b>Total Compensation shall not exceed:</b>
<b>1/1/2021 through 12/31/2021</b>	\$18,750.00	\$106,250.00	\$125,000.00
<b>1/1/2022 through 12/31/2022</b>	\$19,688.00	\$111,563.00	\$131,251.00
<b>1/1/2023 through 12/31/2023</b>	\$20,672.00	\$117,141.00	\$137,813.00
<b>1/1/2024 through 12/31/2024</b>	\$21,705.00	\$122,998.00	\$144,703.00
<b>Possible Extension: 1/1/2025 through 12/31/2025</b>	\$22,791.00	\$129,148.00	\$151,939.00
<b>Possible Extension: 1/1/2026 through 12/31/2026</b>	\$23,930.00	\$135,605.00	\$ 159,535.00
<b>Possible Extension: 1/1/2027 through 12/31/2027</b>	\$25,127.00	\$142,385.00	\$167,512.00

# Exhibit "B"

## Sample Los Alamos Weekly Schedule

### AGR21-29



**SAMPLE Los Alamos Weekly Schedule:**  
Office Hours: Monday through Friday 8am to 6pm by appointment

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>Drop-in Clinic</b> 10am - Noon  Art, sensory, and other activities designed to address developmental milestones and enhance caregiver/child relationships. Staff with specialized expertise available to answer questions and connect families to additional supports. Focus on help for families with children with social-emotional or developmental concerns. Developmental Screenings provided as walk-in during clinic hours, or by appointment.  <b>Multidisciplinary Team:</b> Social Worker, Behavioral Health clinicians, Early Intervention Specialists.	<b>Early Intervention Workshops and Trainings</b> 12-1:30  Early childhood developmental workshops and trainings, offered bi-weekly through virtual format  <b>Facilitators:</b> Early Intervention Contractors Licensed Early Childhood Therapists and Social Workers	<b>Padres Unidos Fatherhood Group</b> 3:30pm – 5pm  Structured group for fathers to learn parenting skills, address self-awareness, emotion regulation, co-parenting relationships; child development; discipline; and "being a man" in a group setting.  <b>Facilitator:</b> Fatherhood Program Coordinator.  <i>Childcare provided</i>	<b>Drop-in Clinic</b> 4pm - 6pm  Art, sensory, and other activities designed to address developmental milestones and enhance caregiver/child relationships. Staff with specialized expertise available to answer questions and connect families to additional supports. Focus on help for families with children with social-emotional or developmental concerns. Developmental Screenings provided as walk-in during clinic hours, or by appointment.  <b>Multidisciplinary Team:</b> Social Worker, Behavioral Health clinicians, Early Intervention Specialists.	<b>Dialectical Behavior Therapy Skills Group</b> 11am - Noon (drop in group) 1pm - 2pm (closed group)  Parental mindfulness; distress tolerance; emotion regulation; interpersonal effectiveness; and validation.  <b>Facilitators:</b> Behavioral Health clinicians  <i>Childcare provided</i>	<b>Circle of Security Group- Full Day (English and Spanish Speaking Groups)</b> 9am - 4pm  <i>(Saturday groups anticipated to be held 2-4 times in the year)</i> Parenting program to enhance capacity to better understand and increase child(ren)'s self-esteem; manage anger (parent's and child's); and establish family routines. Seeking ways as a parent to become "Bigger, Stronger, Wiser and Kind"  <b>Facilitators:</b> Bilingual staff members with COS-P training.  <i>Childcare provided</i>	<b>Office Closed</b>

### Infrastructure Capital Improvement Planning (ICIP) Ranking Listing FY2022-FY2026

New Rank	PROJECT TITLE	Funded To Date	2022	2023	2024	2025	2026	Total Project Unfunded Cost
2022-01	Historic WAC Building Restoration	605,000	3,000,000					3,000,000
2022-02	Tween Center	400,000	2,500,000		-			2,500,000
2022-03	North Mesa Affordable Housing Infrastructure (LAC/Schools)	2,175,000	1,500,000	500,000	500,000			2,500,000
2022-04	DP Road Affordable Housing Infrastructure & Road Construction	4,875,000	500,000					500,000
2022-05	Infrastructure/Facilities White Rock Community Recreation Space Development (LAC/Schools)	-	300,000	3,000,000				3,300,000
2022-06	White Rock Wastewater Treatment Plant Replacement	14,800,856	14,800,856					14,800,856
2022-07	NMSR4 Water Production Pipeline Replacement	-	2,000,000					2,000,000
2022-08	Cumbres Del Norte Road Improvements		1,713,000					1,713,000
2022-09	Los Alamos County Community Recreation Space (LAC/Schools)	350,000	3,000,000					3,000,000
2022-10	Finch Street Infrastructure - Econ Dev Infrastructure Projects		1,500,000					1,500,000
2022-11	NM4-E. Jemez Intersection improvement (SF County)	1,000,000	4,000,000					4,000,000
2022-12	Barranca Mesa Lift Station Elimination Project	-	600,000					600,000
2022-13	Local Fiber Infrastructure	400,000	250,000	250,000	250,000	250,000	250,000	1,250,000
2022-14	Wildlife Resistant Containers	40,590	300,000	300,000				600,000
2022-15	Bypass Road by Research Park	1,000,000	500,000	5,000,000	5,000,000			10,500,000
2022-16	Wastewater Collection Exposed Line Replacement	1,192,264	400,000	400,000	400,000			1,200,000
2022-17	Social Services Colocation Facilities	10,000	1,000,000					1,000,000
2022-18	Entrance Park Parking Lot Repaving	-	250,000					250,000
2022-19	Manhattan Project Interpretive Features	200,000	100,000					100,000
2022-20	Park and Ride Stop on Trinity	-	200,000					200,000
2022-21	Airport Fuel Farm	-	1,200,000					1,200,000
2022-22	White Rock Town Center & Longview Drive Improvements	-	2,500,000					2,500,000
2022-23	NM502 Pavement Rehabilitation - Tewa Loop to Camino Entrada	-	2,500,000					2,500,000
2022-24	Replace Automated Weather Observing System	-	250,000					250,000
2022-25	Multi-use Trails-Bikeway-Pedestrian Facilities	4,633,000	500,000	100,000	100,000	100,000	100,000	900,000
2022-26	Fuller Lodge Major Facilities Maintenance	2,364,011	100,000	100,000				200,000
2022-27	North Mesa Road Improvements	3,057,000	2,000,000					2,000,000
2022-28	Bike Share Program	-	100,000					100,000
2022-29	Abiquiu Transformer Replacement	-	100,000					100,000
2022-30	Deacon Street Reconstruction and Streetscape	200,000	2,000,000					2,000,000
2022-31	Abiquiu Office Replacement	-	150,000					150,000
2022-32	Compressed Natural Gas System	-	2,000,000					2,000,000
2022-33	Airport Access, Parking Lots, Hangars (West)	-	1,200,000					1,200,000
2022-34	Sherwood Blvd Road Reconstruction	2,500,000	2,500,000					2,500,000
2022-35	Overhead Distribution & Pole Replacement	-	300,000	300,000	500,000	500,000	500,000	2,100,000
2022-36	Trail Waypoint & Kiosk Signage on Trails	35,000	300,000					300,000
2022-37	Major Network Replacement	300,000	250,000	250,000	250,000	250,000	250,000	1,250,000
2022-38	20th to 15th Street Road Extension	-	1,500,000					1,500,000
2022-39	Tourism Wayfinding Signage	450,000	325,000					325,000
2022-40	White Rock Visitors Center Restrooms/Vending Area/Displays	-	500,000					500,000
2022-41	Trinity Drive Safety Improvements	4,250,000	200,000	3,410,000				3,610,000

Los Alamos County Council  
Regular Session  
December 15, 2020  
Item 8.J.

### Infrastructure Capital Improvement Planning (ICIP) Ranking Listing FY2022-FY2026

New Rank	PROJECT TITLE	Funded To Date	2022	2023	2024	2025	2026	Total Project Unfunded Cost
2022-42	Electric URD Replacement (cables, jboxes, pedestal	-	400,000	400,000	600,000	600,000	600,000	2,600,000
2022-43	Public Safety Radio System	74,000	2,000,000					2,000,000
2022-44	Fiber Middle Mile and Backbone	3,398,562	4,000,000					4,000,000
2022-45	ADA Transition Plan	65,000	50,000	50,000				100,000
2022-46	Metropolitan Redevelopment Area Plan for White Rock	-	50,000					50,000
2022-47	Storm Water Management	-	500,000	500,000	500,000			1,500,000
2022-48	Recreation trail restoration	-	500,000					500,000
2022-49	Transit Fleet Expansion to support Bandelier Shuttle Service	-	650,000					650,000
2022-50	Non Potable Water System Expansion	2,650,000	700,000	825,000	1,300,000	1,100,000		3,925,000
2022-51	Betty Ehart Senior Center Facilities Improvements	125,000	1,200,000					1,200,000
2022-52	Overlook Park Ballfield Lights	-	900,000					900,000
2022-53	Jemez Mtns Regional Fire Prot Phase 2	1,305,600	4,000,000					4,000,000
2022-54	Fire Station Facilities Maintenance	-	350,000	660,000				1,010,000
2022-55	El Vado Ultrasonic Flow Meter	-	90,000					90,000
2022-56	El Vado Communication Upgrades	-	350,000					350,000
2022-57	White Rock Key Steel Valve Project Phase 1	-	281,000	290,000	299,000			870,000
2022-58	Water Distribution Barranca Tank 2 Repaint	-	675,000					675,000
2022-59	WP-NP New Group 12 tank	825,000	900,000					900,000
2022-60	Repaint Guaje Booster Tanks	-	845,000			700,000		1,545,000
2022-61	Canyon Road Reconstruction	-	2,000,000					2,000,000
2022-62	Eight Plex Tennis Court	-	800,000					800,000
2022-63	El Vado Controls Upgrade	-	440,000		-			440,000
2022-64	Alamo & Capulin (PW Road Project) - Water		732,000					732,000
2022-65	Bayo Canyon Sewer Lift Station Elimination Pipeline		550,000					550,000
2022-66	Alamo & Capulin (PW Road Project) - Gas		535,000					535,000
2022-67	Fiber Optic Line Spills Substation to Hydroelectric Plant		350,000					350,000
2022-68	Compost Facility Expansion	-	1,000,000					1,000,000
2023-01	Carbon Free Power Project - Design & Permitting	145,540		1,000,000				1,000,000
2023-02	Ice Rink Cooling System	-	-	2,500,000				2,500,000
2023-03	Softball and Multi-Use Fields	-	-	500,000				500,000
2023-04	Downtown Structured Parking Econ Dev	-		10,000,000				10,000,000
2023-05	Abandon Guaje Well 1A & Drill New Guaje Well 1B			4,500,000				4,500,000
2023-06	LA WWTP Upgrades & Rehabilitation	-		4,180,000				4,180,000
2023-07	Aspen School Area Waterline, Sewer line & Road Improvements			3,868,000		674,000	694,000	5,236,000
2023-08	Central Ave Road Project (4th to 9th)	-		2,500,000				2,500,000
2023-09	Event Center	-		1,800,000				1,800,000
2023-10	Mountain Bike Trail Amenities	500,000		500,000				500,000
2023-11	Mainstreet Street Lights and Streetscape (9th to 4th),	-		100,000				100,000
2023-12	Los Alamos Visitors Center	-		2,000,000				2,000,000
2023-13	Construct Airport Maintenance Storage Building	-		480,000				480,000
2023-14	Community Building Major Facilities Maintenance	-		200,000				200,000
2023-15	Little Theater Fire Suppression	-		740,000				740,000

### Infrastructure Capital Improvement Planning (ICIP) Ranking Listing FY2022-FY2026

New Rank	PROJECT TITLE	Funded To Date	2022	2023	2024	2025	2026	Total Project Unfunded Cost
2023-16	Golf Course Maintenance Building	-		270,000				270,000
2023-17	Overlook Park Maintenance Building	-		300,000				300,000
2023-18	N Mesa Water Distribution Upgrades	-		450,000	465,000			915,000
2023-19	Arkansas Area Backyard Sewer Mains & Services R&R	-		179,000				179,000
2023-20	Mesa Public Library MFM	3,000,000		300,000				300,000
2023-21	Abiquiu Runner Repair/Replacement	-		400,000				400,000
2023-22	Canada del Buey Multiuse Trail Extension in White Rock	-		1,000,000				1,000,000
2023-23	Guaje Pines, North Mesa, Diamond Connections (NP-WTB)			990,000				990,000
2023-24	North Mesa Distribution Upgrade - Phase 1			450,000				450,000
2023-25	Equipment/Vehicle Replacement			300,000	300,000		317,000	917,000
2023-26	Household Hazardous Waste Facility			300,000				300,000
2024-01	Barranca Mesa Road Improvements	1,650,000			2,000,000			2,000,000
2024-02	Security Cameras at Parks & Facilities	-			200,000			200,000
2024-03	White Rock Complex Roof Replacement	-			450,000			450,000
2024-04	Repaint Pajarito Tank 4A	-			600,000		1,000,000	1,600,000
2024-05	EA-4 Electric Power Line Replacement	-			1,666,667	1,666,667	1,666,667	5,000,001
2024-06	LA WWTP Filtration Upgrade				2,500,000			2,500,000
2024-07	Laguna Sewer Canyon Drop Replacement				900,000			900,000
2024-08	LA WWTP NP Feed Pipeline (NP-WTB)				720,000			720,000
2024-09	Repaint Guaje Booster Station 1 Tanks 1 & 2				550,000			550,000
2024-10	North Mesa Distribution Upgrade - Phase 2				465,000			465,000
2024-11	Repaint Guaje Booster Station 2 Tanks 1 & 2				450,000			450,000
2024-12	Repaint Western Area Tank				350,000			350,000
2025-01	Replace Airport Terminal Building	-				5,000,000		5,000,000
2025-02	Townsite 14" Pipeline Renewal WP	-				922,000	950,000	1,872,000
2025-03	Bayo Booster Station Upgrades (NP-WTB)					480,000		480,000
2025-04	Gas Pipeline Repair & Replacement / Equipment	-				307,000	317,000	624,000
2025-05	North Community Backyard Sewer Mains & Services R&R					176,000	181,000	357,000
2026-01	Barranca Mesa NP Pipeline Connections						804,000	804,000
2026-02	Los Alamos County Senior Center Meal Truck						65,000	65,000
2026-03	Los Alamos County Senior Center Transport Van						60,000	60,000

Los Alamos County Council  
Regular Session  
December 15, 2020  
Item 8.J.

December 15, 2020

Honorable Michelle Lujan Grisham, Governor  
Office of the Governor  
State Capitol, Room 400  
Santa Fe, NM 87501

Re: NM Senate District 5

**COUNTY COUNCIL**

Sara C. Scott  
Council Chair

Randall T. Ryti  
Council Vice-Chair

**COUNCILORS**

David Izraelevitz  
Antonio Maggione  
Katrina Martin  
James N. Robinson  
Pete Sheehey

**COUNTY MANAGER**

Harry Burgess

Dear Governor Lujan Grisham,

On behalf of the Los Alamos County Council, I am writing to recommend the appointment of Leo Jaramillo to fill the current vacancy in New Mexico Senate District 5. The County Council voted to make this recommendation during their December 15, 2020 regular meeting.

As you are aware, Mr. Jaramillo was elected to this seat for the upcoming term beginning in January, and, therefore, his appointment would allow the Senator-elect to immediately engage on pressing issues and more effectively prepare on the upcoming legislative session by participating in meetings and caucuses that are occurring at present. As this seat represents several counties, I anticipate that you will consider each jurisdictions' input, and wanted to make sure that you were aware of Los Alamos County's perspective.

Thank you for your consideration, if you have any questions please contact either myself or County Manager Harry Burgess at 505-663-1750.

Sincerely,

Sara Scott  
Chair, Los Alamos County Council