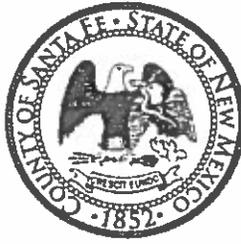


**Henry P. Roybal**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## MEMORANDUM

**Date:** February 23, 2016

**To:** Board of County Commissioners

**From:** Lisa Katonak, Executive Administrator  
Tony Flores, Deputy County Manager

**Subject:** Appointment / Re-Appointment of Two Board Members to the Santa Fe County Ethics Board

### Background and Summary

The Santa Fe County Ethics Board (Board) consists of five members who are appointed by the Board of County Commission and each member shall serve a two year term, subject to reappointment thereafter.

Members shall not be employed by the State, a political subdivision or a school district, shall not hold an elective public office, and must be registered to vote in Santa Fe County. All of the Board positions are "At-Large" positions and do not represent a specific Commission District.

Currently, the Board has two vacancies due to the pending term expirations of Mr. William Heimbach and Ms. Carol Thompson. Based upon these vacancies, the County Manager's Office solicited for applicants to fill these positions.

As a result of this process, the County Manager's Office received the following applications:

- Daniel D. Drobins
- William Heimbach
- Lorenzo Trujillo
- Carol Thompson

*\*Mr. Heimbach and Ms. Thompson applied for re-appointment.*

Staff undertook the customary review of each of the applications to insure compliance with the above listed requirements and conducted one-on-one interviews of each applicant.

## **Recommendation**

Based upon the review of requirements and interviews, staff is recommending that Mr. William Heimbach and Ms. Thompson be re-appointed to the Santa Fe County Ethics Board for the term of February 26, 2016, through February 26, 2018.

## **Exhibits:**

- A – Application - Daniel D. Drobins
- B – Application - William Heimbach
- C – Application - Lorenzo Trujillo
- D – Application - Carol Thompson
- E – List of Current Ethics Board Members (through February 25, 2016)

**Lisa Katonak**

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**From:** Daniel D. Drobnis <drobnisd@comcast.net>  
**Sent:** Wednesday, January 20, 2016 5:14 PM  
**To:** Lisa Katonak  
**Subject:** Application for County Ethics Board, Attn: Lisa Katonak  
**Attachments:** Resume.doc; ATT00001.txt

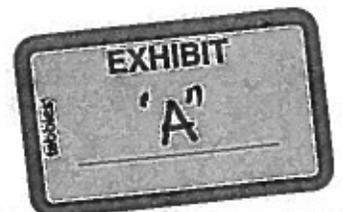
Hello Ms. Katonak--

I am applying for the opening on the County Ethics Board that you have advertised. I am a former member and Chair of the Santa Fe CDRC, and have served in various capacities in the Eldorado and South 285 area. I would enjoy an opportunity for further service to the County.

I have attached a resume for your consideration.

Thank you for this opportunity.

---Daniel Drobnis





Daniel Drobnis

17 Sabroso Road

466-4781

drobnisd@comcast.net

Applicant to the Santa Fe County Ethics Review Board

**Reasons for wishing to  
join Ethics Board**

To continue to apply my experience to County issues

**Qualifications**

40 years of citizen involvement in local and County community issues

3+ years on County Development Review Committee, including 1 year as Chair

6-year Eldorado Community Board member, over 5 years as Treasurer, 15 years of involvement in the Eldorado community.

Member and Secretary to the Vista Grande Public Library Board

Registered Professional Engineer, retired computer system designer and manager

**Summary:** My wife and I moved to Eldorado in 1999 from San Diego, where I served for over 25 years with various community service organizations, both local and sponsored by the City.

In Santa Fe County I served on the County Review Development Committee (CDRC), most recently as Chair. I served on the Board ; as Secretary for the Vista Grande Public Library, and on the Board and as Treasurer of the Eldorado Community Improvement Association (ECIA).

**Details:** In Eldorado, I have served the homeowners association (ECIA) as Board Member and Treasurer, and helped the staff and Board achieve budget surpluses in each of my six years from 2000-2006. I have written numerous articles on local issues for the community newsletter, *Vistas*, with a circulation of over 3,000 and a readership of over 7,000. I served on the Board of the Vista Grande Public Library and participated in its initial construction, working with contractors and the County agencies that provided funding and management. I served for over three years on the Santa Fe CDRC, my last year as Chair. I am currently the ECIA's Finance Committee Chair. I served the Eldorado Area Water and Sanitation District (EAWSD) Board, where I headed a group that developed and disseminated information on septic tank maintenance.

In San Diego, I served as President of the La Jolla Community Planning Association, and as Secretary and Vice President of the La Jolla Town Council and Chair of its Land Use Committee. These positions involved extensive work with the San Diego Planning Department, other city agencies, and representatives of the California Coastal Commission, and work on interpreting and implementing city and state zoning and land use ordinances. I helped to draft the La Jolla Community Plan and Local Coastal Plan, the La Jolla Planned District Ordinance, and the Fay Avenue Precise Plan. I represented my community before the San Diego Planning Commission and City Council, and served as a member of the City of San Diego Community Planning Chairs Committee.

I have had ties to Santa Fe and New Mexico since the early 60s, through frequent visits to family and friends in the area, and through numerous professional contacts and visits to Los Alamos National Laboratory and Kirtland. My wife and I chose to retire to the Eldorado area in Santa Fe County because of its strong sense of community. I believe that I can offer many years of experience in working with citizen volunteers and local government staff to understand community issues and solve community problems.

I have Bachelor and Master degrees from Yale University in Electrical Engineering, and hold a Registered Professional Engineer license from California. In my working career, I built and operated large computer systems and centers, including supervising construction and management of the San Diego Supercomputer Center on the UC

9 Arroyo Canyon Drive  
Santa Fe, New Mexico 87508  
January 12, 2016

Ms. Lisa Roybal Katonak  
Santa Fe County Manager's Office  
102 Grant Ave., P.O. Box 276  
Santa Fe, New Mexico 87504

Dear Ms. Katonak:

I hereby apply for re-appointment to a second term on the Santa Fe County Ethics Board, which I have served as Chair and Vice Chair. I am a resident and homeowner in Rancho Viejo in Santa Fe County District 5. As a longtime resident of Santa Fe County and interested observer of county government, I would very much appreciate the opportunity to continue to serve the community in this capacity.

Attached is my resume. In addition, it may be helpful to know that for the three years prior to my retirement I attended most Santa Fe County Commission and City Council meetings as Los Alamos National Laboratory's liaison to local and state governments. Also, during my tenure at the Santa Fe New Mexican newspaper in the 1980's, I covered Santa Fe County for a year when the "beat" included all county activities, schools and education, and the hospital.

Please feel free to contact me at [heimbach1@hotmail.com](mailto:heimbach1@hotmail.com) or 505-995-9722 should additional information be required.

Thank you for consideration of this application.

Sincerely,

  
William W. Heimbach, Jr.



**WILLIAM W. HEIMBACH, JR.**  
9 Arroyo Canyon Drive  
Santa Fe, New Mexico 87508  
Telephone: 505-995-9722  
Email: heimbach1@hotmail.com

**SUMMARY OF ACCOMPLISHMENTS:**

- More than 40 years of professional experience in all phases of communications and public affairs, including government relations and issue management/lobbying; media relations and employee communications; writing, editing, and publication production; stakeholder involvement; emergency response and risk communications.
- 20 years of management experience in all phases of communications, directing a staff of up to 35 people and a \$2.7 million annual budget.
- Northern New Mexico resident for 35 years with employment at Eberline Instrument Corp., Santa Fe New Mexican newspaper, and Los Alamos National Laboratory.
- Los Alamos National Laboratory group leader for five years, managing a staff of up to 20 and an annual budget of \$1.3 million.
- Managed host public affairs activities for three Presidential visits.
- Award-winning writer with honors received from New Mexico Press Association, including annual E.H. Schaffer Award for best feature writing in the state, and the Associated Press Managing Editors of New Mexico feature-writing award.
- **Public service:** Serving as Santa Fe County Commission appointee to Santa Fe County Ethics Board (2014 to present; currently chair). Previously served a mayoral appointment to Santa Fe Public Library Board (2010-2013) and a gubernatorial appointment to the New Mexico Commission on Public Broadcasting (2007-2010). Earlier, elected to the Town Council and appointed to the Planning Commission in Vail, Colo., in the 1970s.

**RETIRED SINCE JULY 2009. WORK EXPERIENCE INCLUDES:**

**LOS ALAMOS NATIONAL LABORATORY:**

**State and Local Government Liaison, Government Relations Office, 2001-2009.** Handled legislative and congressional liaison. Served as Laboratory representative to State Legislature, and to Executive Branch agencies such as Governor's Office. Also assisted with congressional liaison, particularly state field offices. In addition, represented LANL to local governments, with focus on Santa Fe County and City.

**Office Director (Acting), Government Relations Office, 2002-2003.** Directed all phases of Laboratory congressional, legislative and executive-branch activities.

**Editor-Writer Team Leader, Communication Arts and Services Group, 1999-2001.** Managed 25 direct-reports performing writing and editing duties throughout the Laboratory.

**Office Leader, Public Affairs Office, 1998-1999.** Directed communications efforts for Laboratory science and technology programs.

**Group Leader, Public Information, 1993-1998.** Managed media relations, employee communications and strategic communications programs, including management responsibility for three publications. Directed staff of up to 20 and annual budget of \$1.3 million.

**Heimbach/Page 2:**

**Office Director (Acting), Public Affairs Office, 1997-1998.** Directed staff of 35, including line-manager responsibility for the Laboratory's employee communications, media relations, strategic communications, and conference and visitor management.

**Deputy Group Leader, Public Information, 1992-1993.** Served as deputy to Public Information Group Leader and managed on a day-to-day basis the Media Relations Team.

**External Communications Team Leader, Public Information Group, 1991-1992.** Supervised Media Relations Team responsible for all Laboratory-media interaction and served as the Laboratory's primary media spokesperson.

**Public Information Group Leader (Acting), 1992.** Managed the 13-person Public Information Group while the Group Leader was on a special assignment.

**Public Information Specialist, Public Affairs Group, 1986-1990.** Wrote and placed news releases and science stories for news-media distribution and internal publication. Also handled media queries and visits.

**PREVIOUS EMPLOYMENT:**

- **Senior Principal External Affairs Representative, Communications Department, EG&G Inc., Golden, Colo.** Served as a main spokesperson for nuclear-engineering company and was responsible for media relations and communications planning.
- **Reporter and Copy Editor, Santa Fe New Mexican Newspaper.** Staff writer for (then) Gannett Inc. newspaper, winning writing awards from New Mexico Press Association (E.H. Schaffer Award winner one year for best feature writing in state), Associated Press Managing Editors of New Mexico, and American Legion National Golden Press Award.
- **Assistant Editorial & Production Manager, Diplomatic & Consular Publishing Services Ltd., London, England.** Served in number two slot in an editorial and production department that produced publications for British and Australian audiences.
- **Communications Manager, Eberline Instrument Corp., Santa Fe, N.M.** Managed all communications for this international manufacturer of radiation-detection instruments.
- **Founding Editor/Publisher/Part-Owner, Vail Scene magazine and Vail Villager newspaper, Vail Colo.** Published quarterly magazine for four years and edited weekly newspaper for two years. Also served as Vail Town Councilor, and as member of Planning Commission, and Design Review Board.
- **Public Relations Specialist, Connecticut General Insurance Corp., Hartford, Conn.** Participated in all phases of communications for this insurance giant and its subsidiary, Aetna Insurance Co.
- **U.S. Air Force Officer.** Vietnam Veteran, served with B-52/KC-135 wing at U-Tapao Air Field, Thailand. Attained rank of Captain and earned the Air Force Commendation Medal, Republic of Vietnam Campaign Medal, and Vietnam Service Medal.

**EDUCATION:**

**Bradley University, Peoria, Ill.,** bachelor of science degree in journalism.  
**Boston University, Boston, Mass.,** 12 graduate hours in communications.

## Lisa Katonak

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**From:** Lorenzo Trujillo <lortrujillo@live.com>  
**Sent:** Friday, January 15, 2016 11:01 AM  
**To:** Lisa Katonak  
**Subject:** County Board Of Ethics-Interest  
**Attachments:** E\_compaible\_resume\_\_LAT.doc

Dear Ms. Katonak

Please accept this letter and attached resume as an expression of my interest in one of the openings to Santa Fe County's Ethics Board.

At the present time, I am retired. In April I will have been retired 4 years. I spent 35 years working at Los Alamos National Laboratory. Where I spent the bulk of my career setting up new operations or projects, where I also had to create or adapt existing or develop new procedures. Additionally, if these new operations or projects required hiring new people, I was responsible for training these new employees.

The last several years I was at the Laboratory I was responsible for Waste Operations at CMR, an older building at LANL, where I was intimately involved with the day-to-day operations and reduction of several thousand cubic feet of salvage and hazardous/non-hazardous waste debris, while my crew and budget were reduced annually.

I currently volunteer with our local volunteer fire department, where I am responsible for entering 'run' reports in the state NMSTAR data base. I'm also volunteering in Albuquerque, where my youngest son lives. I am a 'member-at-large' with the Home Owners Association.

In my personnel and work life, I made positive contributions. I was good, productive and honest employee and strive to treat those I come into contact with ethically and honestly, I would be a great addition to your Ethics Board. I would welcome an interview and hope to hear from you at your earliest convenience.

If you desire further information at this time, I will gladly respond on request.

Thank you for your time and attention. I look forward to hearing from you in the near future.

Sincerely,  
Lorenzo Trujillo



**Lorenzo A. Trujillo**

60 CR 118  
Espanola, NM, 87532  
505-753-5179 Home  
505-927-7671 Cell, or  
lortrujillo@live.com

**Career Objective:** To secure a challenging, rewarding, and seasonal position that will provide me an opportunity for growth. I held a Q clearance and was a participant in the PSAP program, which included drug testing and annual physicals.

**Summary:**

- 10 years of experience as an analytical chemist, both in "wet" chemical and instrumental settings and 24+ years in Radioactive and Hazardous Waste Management, spending
- 18 as a Process supervisor, 3 years as a Team leader at CMR, and 3 years as CMR's Waste Manager III.
- Bachelor's degree in Chemistry and Combined science: certification in Analytical Technology with emphasis in environmental organic chemistry, the instruments and techniques involved in Analytical Chemistry,
- Demonstrated commitment to AA/EEO, Team building, Employee Development, Diversity, Safety and Security, and
- Committed to excellence in Customer Service, Ownership of operations, and Attention to detail. I have negotiated either orally or in writing with all levels of personnel and different organizations internal and external to LANL.
- Operationally and technically competent, in multiple arenas of waste services.

**Relevant Skills and Experience:**

**Waste Services as Functional Supervisor and as a Team leader**

- Have been intimately involved with Hazard Reduction at CMR since 2006; and have managed several thousand cubic feet of LLW debris since project inception, with a shrinking crew and budget,
- Reduced legacy low-level waste by 5000 cubic feet, of which 1400 cubic feet had to be re-packaged to verify WAC, 600 cubic feet of waste had to be re-assayed, prior to approval and disposal to LANL's Waste Facility, both at CMR and TA-55,
- Simplified WAC for low-level waste streams at CMR and TA-55; I developed and prepared operational SOPs/HCPs, IWDs/WI under authorization bases at CMR and TA-55. Both of these facilities are nuclear and non-reactor,
- Recruited, assembled and trained waste management technicians and Lead technician for waste operations at TA-55 and CMR,
- Recruited and trained operations personnel as Waste Management Coordinators. I routinely emphasize team building, personnel and program development,

- Increased formality of LLW, Salvage, and Recycle operations from SWPs to SOPs, HCPs, to IWDs and WI. Trained technicians and generators to these procedures. I participated in formality of operations and configuration control at TA-55 and CMR,
- Successfully audited by external QA (10 CFR 830.120) auditors and complimented on “attention to detail” of operational procedures and corresponding operations. At CMR and at TA-55, I have incorporated QA techniques and protocols in my procedures.
- As site Waste Management Coordinator, re-wrote and simplified TA-55 Waste Management SOP to include all waste streams and trained site waste generators to this SOP. I wrote the site specific Spill Control and Countermeasures Plan. I gained familiarity and experience in the environmental regulations and operating procedures promulgated under the National Environmental Policy Act (NEPA) and Clean Air and Water Act (CAA).
- As site Spill Coordinator, acted as interface to LANL Emergency Management personnel and TA-55 EM personnel. Successfully, coordinated several significant spills to closure. Successfully characterized, packaged, managed, documented, and disposed of years of accumulated debris from NMT Division’s TA-21, Building 35 and 152 operations. I demonstrated significant and measurable improvements to NMT-7’s organizational performance at CMR, TA-21 and TA-55.

**Project Management:**

- Successfully managed, planned, and scheduled WS budget for CMR
- Successfully managed, planned, and scheduled analytical support for the Phoenix project.
- Was fiscally responsible for a small budget for the project Pheonix, less than 1 million, that included personnel salaries, equipment procurement and travel.
- Managed multiply projects simultaneously,
- Have skillfully managed several teams both at TA-55 and CMR, and
- Routinely manage projects on time and within budget.

**Awards:**

- Multiple Division Quality Awards,
- Multiple Commendations for “Job Well Done”,
- Multiple Safety, Team, and Individual Awards, and
- Multiple Laboratory “On the Spot” Awards.
- 2010 Pollution Prevention – Bulb Crusher to the Rescue

**Miscellaneous:**

- Bilingual: English and Spanish,
- Past Parent Volunteer “Santa Fe Futures” Young American Bowling Association (YABA)
- Past Neighborhood Association Treasurer 1994 - 2006
- Past parent volunteer at Espanola Valley High School

January 6, 2016

Santa Fe County Manager's Office

Attn: Lisa Katonak

102 Grant Ave.

Santa Fe, New Mexico 87504

Re: Santa Fe County Ethics Board

To Board of the Santa Fe County Commissioners,

I have had the honor of serving on the Santa Fe County Ethics Board for the last 2 years (2014-2016) and would be very interested in a re-appointment to serve another term.

I feel the Ethics Board has served a very important purpose with its work on the amendments to the Code of Conduct and I would appreciate an opportunity to continue to work on this project until it's approval by the County Commissioners.

Thank you for your consideration,



Carol Thompson

Vice President

Santa Fe County Ethics Board



## RESUME

CAROL THOMPSON  
40 DEVOYS PEAK  
SANTA FE, NEW MEXICO 87508  
(h) 505-471-9044  
(c) 505-603-0833

**EDUCATION** - Bachelor of Science / Criminal Justice & Social Sciences

### **EMPLOYMENT**

- \* KTRC / KBAC / KBOM RADIO - 1981 to 1998 .....Promotions Director
- \* SANTA FE NEW MEXICAN - 1998 to 2001 .....Circulation Promotions Director
- \* SF CHAMBER OF COMMERCE - 2002 to present .....Membership Coordinator  
(currently part time / Independent Contractor )

### **COMMUNITY INVOLVEMENT**

#### ***Santa Fe County Chamber of Commerce***

- \* Board Member / 8 years
- \* Board Vice President / 2 years
- \* Membership Council Chair / 2 years
- \* Chair 4<sup>th</sup> of July Pancake Breakfast on the Plaza / 12 years

#### ***United Way of Santa Fe County***

- \* Board Member / 8 years
- \* Chair Small Business Division
- \* Chair Allocations Committee 2 years

#### ***Santa Fe Boys and Girls Club***

- \* Board Member / 6 years
- \* Board Vice President / 2 years
- \* Chair Mayor's Ball / 2 years

#### ***Santa Fe Opera***

- \* Board of Directors / 6 years
- \* President / 1 year
- \* New Mexico Opera Guild President / 2 years

### *Rancho Viejo Homeowner's Associations*

- \* RV North HOA Board of Directors / 6 years
- \* Vice President / 2 years
- \* ARC (Architectural Review Committee) Chair / 4 years
  
- \* RV South HOA Board of Directors / 6 years to present
- \* President Board of Directors / 3 years to present
- \* DRC (Design Review Committee) Board Liaison 5 years to present
  
- \* Four years ago I implemented a Neighborhood Watch in our South Association which quickly grew to encompass all of Rancho Viejo. I have served as the Area Coordinator for all 4 years.

Other organizations I have had the privilege of serving through my years of employment in local media are.....

- \* Santa Fe Beautiful Board of Directors / 4 years
- \* Santa Fe Rape Crisis Center Advisory Board / 2 years
- \* AID & COMFORT Gala Chair / 1 year
- \* Santa Fe AIDS Walk Steering Committee / 2 years
- \* New Mexico Children's Foundation Board of Directors / 2 years
- \* NM Police Officers Association Fundraising League Board Member / 2 years
- \* Genevieve Chavez Community Center "Gala Opening" Steering Committee
- \* American Cancer Society Fundraising Committee
- \* Big Brother's/Big Sister's Gala Committee & Bowl-a-Thon Committee
- \* Chair Marketing Committee for Santa Fe Air Show / 3 years
- \* Leadership Santa Fe / Panel Advisor
- \* Santa Fe Community Foundation / Allocation Panel Chair
- \* Governor's Youth Volunteer Commission Chair

## SANTA FE COUNTY ETHICS BOARD MEMBERS

Lara Katz, Board Member

Appointed February 24, 2015, term expires February 23, 2017

LIVES IN DISTRICT 2

Sheldon Weinstein, Board Member

Appointed February 24, 2015, term expires February 23, 2017

LIVES IN DISTRICT 2

Mr. Bill Heimbach, Chair

Appointed February 25, 2014 – February 25, 2016

LIVES IN DISTRICT 5

William Peyton George, Board Member

Re-Appointed, November 25, 2014 - November 25, 2016

LIVES IN DISTRICT 2 (Second Term)

Carol Thompson, Vice-Chair

Appointed February 25, 2014 - February 25, 2016

LIVES IN DISTRICT 5







**Henry P. Roybal**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## MEMORANDUM

**Date:** February 23, 2016

**To:** Board of County Commissioners *KSM*

**From:** Tony Flores, Deputy County Manager *TF*

**Subject:** Appointment of Santa Fe County Representative to the Regional Economic Development Initiative Broadband Network Board (REDI Net Board).

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### Background and Summary

The Board of County Commission approved a Joint Powers Agreement for management of the REDI Middle Mile Broadband Network and established formal partnerships (each Local Party and collective as Local Parties) among the following entities:

The North Central New Mexico Economic Development District (NCNMEDD), the incorporated County of Los Alamos, Santa Fe County, the City of Espanola, Rio Arriba County, the Pueblo of San Ildefonso, Ohkay Owingeh, the Pueblo of Santa Clara, the Pueblo of Pojoaque, and the Pueblo of Tesuque.

The REDI Net Joint Powers Agreement states that the REDI Net Board (Board) shall be composed of one representative from each Local Party, appointed by the governing body of each Party, and one representative of NCNMEDD. Board members shall have expertise, professional experience and/or education in telecommunications, engineering, finance and/or business management. There is no maximum term for service on the Board and each member shall be appointed by the governing body it represents for at least one (1) year.

Mr. Hvtce Miller was the County representative for the Board, however due to commitments as a member of the Pueblo of Tesuque Council; Mr. Miller is no longer able to sit on the REDI Net Board as the County of Santa Fe member.

### Recommendation

After a review of the qualifications that Board members must possess, and in light of the efforts included in the Santa Fe County Economic Development Plan, staff is recommending the appointment of Mr. David Griscom, Santa Fe County's Economic Development Manager.

**Exhibits:**

A – REDI Net Joint Powers Agreement

**JOINT POWERS AGREEMENT**  
**FOR MANAGEMENT OF THE REDI MIDDLE-MILE BROADBAND NETWORK**  
**BY AND AMONG THE NORTH CENTRAL NEW MEXICO ECONOMIC**  
**DEVELOPMENT DISTRICT, THE INCORPORATED COUNTY OF LOS ALAMOS,**  
**SANTA FE COUNTY, THE CITY OF ESPANOLA, RIO ARRIBA COUNTY, OHKAY**  
**OWINGEH, THE PUEBLO OF SANTA CLARA, THE PUEBLO OF POJOAQUE,**  
**AND THE PUEBLO OF TESUQUE**

THIS JOINT POWERS AGREEMENT (the "Agreement") is entered into by and among the Incorporated County of Los Alamos, New Mexico, Santa Fe County, New Mexico, the City of Espanola, New Mexico, Rio Arriba County, New Mexico, Ohkay Owingeh, the Pueblo of Santa Clara Pueblo, the Pueblo of Pojoaque and the Pueblo of Tesuque (each a "Local Party" and together, the "Local Parties"), and the North Central New Mexico Economic Development District (hereinafter "NCNMEDD" and, together with the Local Parties, the "Parties").

WHEREAS, NCNMEDD is a Council of Governments formed in 1967 under the authority of the Joint Powers Agreement Act, Section 4-22-1 to 4-22-7, New Mexico State Statues Annotated, 1953 Compilation;

WHEREAS, the Incorporated County of Los Alamos, New Mexico, Santa Fe County, New Mexico, the City of Espanola, New Mexico, Rio Arriba County, New Mexico are each New Mexico municipalities or counties, created and existing pursuant to the Constitution and laws of the State of New Mexico (the "State"); and

WHEREAS, Ohkay Owingeh, the Pueblo of Santa Clara Pueblo, the Pueblo of Pojoaque and the Pueblo of Tesuque are each Federally Recognized Tribes, existing as independent and self-governing sovereigns; and

WHEREAS, northern New Mexico currently lacks affordable, high-speed broadband services to support economic development, education and distance learning, health care and telemedicine, and advanced public safety and energy applications required to improve the quality of life and ensure the health, safety and welfare of the region's residents; and

WHEREAS, NCNMEDD applied for and was awarded federal funds from the Broadband Technology Opportunities Program ("BTOP"), National Technology and Information Administration ("NTIA"), US Department of Commerce (the "BTOP Grant"), for the REDI Middle-Mile Network (hereinafter "REDI Net"), a high-speed, open access broadband network to be deployed within the jurisdictional boundaries of the Local Parties in northern Santa Fe County, Los Alamos County and southern Rio Arriba County, New Mexico; and



WHEREAS, the construction cost of REDI Net is estimated to be \$13,391,443.00, which will be paid with federal funds in the amount of \$10,565,792.00, and \$2,825,651.00 in cash and in-kind match contributed by the Local Parties and other regional entities as described in Section 3 below; and

WHEREAS, as the BTOP Grant recipient, NCNMEDD, is directly responsible for assuring that the expenditure of BTOP Grant funds in connection with the design, construction and implementation of REDI Net complies with the Federal Requirements; and

WHEREAS, REDI Net consists of approximately 150 miles of fiber optic cable and associated equipment which crosses the jurisdictional boundaries of the Local Parties and will be installed primarily on existing electric utility poles; and

WHEREAS, subject to the availability of sufficient annual appropriations, the Local Parties will be responsible for securing necessary easements and rights of way, for construction, permitting and other construction-related activities and oversight, and have direct interests in assuring that the design, construction and implementation of REDI Net will meet their local needs and requirements, within the framework of the BTOP Grant provisions and the Federal Requirements as that term is defined in Section 1 below; and

WHEREAS, based on their respective interests and responsibilities, NCNMEDD and the Local Parties recognize that they should collectively manage the design, construction, implementation, and operation of REDI Net in a manner that enables NCNMEDD, as BTOP Grant recipient, to monitor and assure compliance with all BTOP Grant and the Federal Requirements; and

WHEREAS, NCNMEDD shall act as the fiscal agent for REDI Net and shall be responsible for all reporting and assuring compliance required by the BTOP grant; and

WHEREAS, the Parties share common powers with respect to providing infrastructure and promoting economic development, education and public safety for the benefit of their residents ;

WHEREAS, the Parties are authorized by the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978 (the "Act"), to create a joint powers authority for the purpose of exercising powers common to the Parties; and

WHEREAS, the Parties desire to create a joint powers authority pursuant to the Act for the purposes described in, and subject to the requirements of, this Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

Section 1. Compliance with Grant Funding Requirements. The Parties shall construct, implement and manage REDI Net in compliance with the American Recovery and Reinvestment Act of 2008 ("ARRA") and all federal regulations promulgated in

relation thereto; the requirements of BTOP, including the Notice of Federal Funding Opportunity ("NOFA") and the grant agreement and conditions; and the purposes for which the BTOP grant was made, and all Federal Communications Commission requirements now in effect or as may become effective the during of this Agreement (collectively, the "Federal Requirements"). Changes to the grant agreement for REDI Net, including but not limited to engineering design, organizational model, business plan, service offerings, rate structure, and disposal or transfer of all or part of REDI Net's physical assets may require approval from the NTIA, and the United States Department of Commerce. The Parties hereby affirm the core purposes and operational details of REDI Net:

- A. Open Access Network: REDI Net shall offer wholesale bandwidth to all qualified service providers within the range of its network at reasonable rates and, where practicable, below-market rates as an open access network intended to encourage competition, improve service, increase customer choice and reduce costs to the end user;
- B. Community Institutions and Rates: REDI Net shall provide high-speed broadband services to community anchor institutions within the range of its network, which shall include government buildings , Schools, libraries, medical and healthcare providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment and support services to facilitate the greater use of broadband service by vulnerable populations, including low-income, unemployed and senior citizens, at affordable rates determined by reference to prevailing market rates;
- C. Reinvestment of Revenues: As required by the BTOP Grant, all revenues generated by the network shall be reinvested by the REDI Net Board ("REDI Net Board" as further described in Section 2 of this Agreement) in expansion, operation and maintenance of the network, and shall not be distributed to the Parties or any individual Party; and
- D. Public-Private Partnerships: REDI Net shall employ the private sector partnerships identified in the BTOP grant application, including in-kind network management by Kit Carson Telecom for three (3) years, and long-term outside plant operation and maintenance by Jemez Mountains Electric Cooperative and the Los Alamos County Utility Department; and
- E. Applicable Policy: BTOP Grant and project implementation for REDI Net shall follow the adopted policies of NCNMEDD, including but not limited to procurement and accounting policies,

the NCNMEDD code of conduct and the Federal Code of Conduct, as required by the BTOP grant. In executing this agreement, each party acknowledges and agrees that it has received and read each of the above-referenced policies and agrees to bound by the terms of the policies in the REDI Net project implementation and management.

Section 2. Governance of REDI Net. REDI Net will be governed by the Parties through the REDI Net Board pursuant to the following conditions:

- A. Membership: The REDI NET Board shall be composed of one representative from each Local Party, appointed by the governing body of each Party, and one representative of NCNMEDD appointed by its governing body.
- B. Qualifications: REDI NET Board members should have expertise, professional experience and/or education in telecommunications, engineering, finance and/or business management.
- C. Responsibility: Each REDI NET Board member shall provide regular updates to its governing body on REDI Net activities and decisions, and shall request governing body guidance and input on REDI Net activities and decisions, as required.
- D. Terms: There is no maximum term for service on the REDI NET Board. Each member shall be appointed by the governing body it represents for at least one (1) year. The governing body may appoint a new member to the REDI NET Board at any time after the initial one-year term, provided however, that any member may be terminated by its governing body in its sole discretion with or without cause. If any member misses three (3) consecutive meetings, the governing body shall appoint a new member to the REDI NET Board no later than the next meeting of the REDI Net Board .
- E. Purpose of the REDI NET Board and Common Powers of the Parties: The REDI NET Board is established to oversee construction, implementation, and long-term management of REDI Net. The REDI NET Board shall have the following powers:
  - (i) To adopt bylaws, procedures, processes or criteria for the conduct of its affairs as it deems necessary or convenient.
  - (ii) To make all decisions relating to REDI Net's construction, operation and maintenance during the three (3) year grant period, including but not limited to:

- (a) Contracts for professional services, construction and any other contracts needed during the three (3) year grant period;
  - (b) Identification of a long-haul transport provider; and
  - (c) Additional private sector partnerships not contemplated in the BTOP grant application for infrastructure and/or services.
- (iii) To manage REDI Net's long-term operation, management and maintenance, including but not limited to:
- (a) Entering into contracts for marketing, network operations, service-provider recruitment and all other contracts;
  - (b) Entering into agreements with Local Parties and third parties for the provision of broadband service ("Service Agreements");
  - (c) Making other contractual or administrative arrangements for REDI Net management, which may include, without limitation, contracting with a third party or parties for management services, delegating management responsibility to one or more Parties, or entering into other legally permissible agreements or arrangements for management of REDI Net;
  - (d) Forming partnerships, agreements or business arrangements to the extent that the Parties are permitted by law to do so;
  - (e) Developing and approving an annual budget, to include projecting sufficient revenue for operations and maintenance on a multi-year basis;
  - (f) Formulating Network expansion plans;
  - (g) Establishing criteria for revenue reinvestment; and
  - (h) Establishing revenue reinvestment capital improvements plan.

F. Meetings: Meetings of the REDI NET Board shall be held at least quarterly and at such additional times and in such locations as the REDI NET Board or NCNMEDD determines. It is anticipated that meetings will occur more frequently during the BTOP Grant period.

G. Meeting Protocol: REDI NET Board meetings shall be held in compliance with the New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4 NMSA 1978. NCNMEDD shall keep minutes of all REDI NET Board meetings. As provided in the bylaws or other procedures adopted by the REDI Net Board, each REDI NET Board member shall be entitled to cast one vote in connection with any action to be taken by the REDI NET Board.

Section 3. Financial Contributions of the Local Parties. The Local Parties shall provide the contributions described in this Section to fulfill the required cash and in-kind match requirements for the BTOP grant with twenty percent (20%) non-federal funds (the "Local Match Requirement"). In no event shall the aggregate amount of the contributions by the Local Parties fall below the Local Match Requirement.

A. Los Alamos County shall deposit \$400,000 in cash into NCNMEDD's interest-bearing project account for REDI Net no later than December 31, 2010;

B. Rio Arriba County shall deposit at least \$50,000.00 in cash into NCNMEDD's interest-bearing account for REDI Net each month for fourteen (14) months, or until \$700,000.00 is deposited in the account, beginning July 31, 2011;

C. REDI Net shall dedicate \$170,000.00 in cash from program income during or before the last three months of network construction;

D. Los Alamos County shall provide existing conduit, fiber, and a secondary Point of Presence facility, together valued at \$625,000.00, as an in-kind contribution which shall be incorporated into REDI Net;

E. The City of Espanola shall provide \$20,000.00 in existing fiber optic infrastructure as an in-kind contribution which shall become part of REDI Net; and

F. Other cash and in-kind contributions governed by separate agreements are hereby incorporated by reference:

(i) Los Alamos National Security, LLC: Cash contribution of \$170,000.00;

(ii) Northern New Mexico College: In-kind contribution valued at \$5,000.00 to provide a fiber operation and maintenance training program for electric utility linemen; and

(iii) Jemez Mountains Electric Cooperative: In-kind contribution of pole attachment fees valued at \$686,000.00.

G. Contributions of tribal land for this project are hereby recognized as substantial financial contributions to REDI Net, although their value was not calculated for the BTOP grant. Recognizing tribal infrastructure ownership in REDI Net and REDI Net's status as a publically-owned network that relies on reinvestment, the Local Parties that are tribal governments have established valuations of their lands to record their initial contributions to REDI Net; provided, that these valuations shall apply for the purposes of this agreement only and are not intended to reflect fair market value of any easements or rights-of-way. The valuations below represent estimates based on a per-acre cost negotiated with each tribal government and multiplied by the estimated number of miles of fiber optic cable running through tribal lands and the width of the corresponding electric utility easement. These valuations will be recalculated and recorded in Exhibit A, based on precise boundaries and acreage for tribal ownership determined by final engineering for REDI Net.

Ohkay Owingeh: \$727,273.00

Pojoaque: \$575,757

Santa Clara Pueblo: \$509,091

Tesuque Pueblo: \$424,242

H. Additional contributions of cash or rights-of-way, easements and land made by the a Local Party after the effective date of this Agreement and before the end of the BTOP Grant period will be valued at an amount agreed upon by that Local Party the REDI Net Board and will be counted toward the initial financial contribution of the Local Parties.

Section 4. Roles and Responsibilities of the Parties. The Parties commit to the following roles and responsibilities, subject to the Federal Requirements:

A. REDI NET Board Membership: Each Party shall appoint a representative to and actively participate as a member of the REDI NET Board.

B. Commitment to Purchase Service: Unless prohibited or otherwise limited by any existing service contracts or service arrangements, and subject to the provisions of Section 11 of this Agreement, each Local Party shall purchase services for its community anchor institutions from

REDI Net for a minimum of five (5) years from the Service Agreement date, either exclusively from REDI Net or, if REDI Net is not able to meet the service demands of a Local Party, at the service level that REDI Net can provide to that Local Party. Following the expiration of the five-year Service Agreement term, it is anticipated that the Local Parties will continue to purchase services from REDI Net at a level that will, in the reasonable determination of the REDI Net Board, enable REDI Net to avoid operating losses and will promote open access, sustainability and expansion of REDI Net to serve existing and anticipating demand for services.

C. Procurement of Services During Construction: The procurement decisions of the REDI Net Board during the BTOP Grant period shall be monitored, and to the extent required by the BTOP Grant conditions, ratified or approved by NCNMEDD, provided that such ratification or approval shall not be withheld except to the extent necessary, in the reasonable discretion of NCNMEDD, to assure its compliance with the Federal Requirements.

D. Infrastructure Installation: Each Local Party shall allow the installation of fiber optic cable and associated network equipment upon, through or over its lands without imposing fees, taxes or any other charges on REDI Net or NCNMEDD. No Local Party shall impose fees, taxes or charges of any other kind to any third party owner of utility lines in connection with the installation of fiber optic cable or other improvements to be incorporated into REDI Net. Nothing in this Agreement shall be construed as preventing any Local Party from receiving its appropriate share of gross receipts taxes payable by any person or entity for goods or services provided in connection with the construction or installation of fiber optic cable and associated network equipment under the terms of this Agreement.

E. Rights-of-Way and Easements: Subject to the provisions of Section 11 of this Agreement, where required, each Local Party shall provide rights-of-way or easements for installation of fiber optic cable and associated network equipment without imposing fees, taxes or any other charges to REDI Net or NCNMEDD.

F. Infrastructure Ownership and Federal Security Interest. Each Local Party that is a county government shall own that portion of REDI Net infrastructure situated within its jurisdictional boundaries with the following exceptions: 1) Local Parties that are tribal governments shall own REDI Net infrastructure within their tribal lands, and 2) the City of Espanola shall own existing fiber optic infrastructure which it has committed as an in-kind match to REDI Net in Section 3F of this

Agreement. Infrastructure ownership by the Local Parties is subject to the following provisions:

(i) Due to complex land tenure patterns among tribal and local government jurisdictions, boundaries for tribal land ownership shall be substantially consistent with the tribal lands identified by Jemez Mountains Electric Cooperative for electric rights-of-way.

(ii) An ownership map showing the acreage owned by each Local Party shall be produced during final engineering and shall be incorporated into this Agreement as Exhibit A.

(iii) Infrastructure ownership shall be subject to a Federal Security Interest, established through the Covenant of Purpose, Use and Ownership, which shall be recorded, in the form attached hereto as Exhibit B, in the real property records of Santa Fe, Rio Arriba and Los Alamos Counties, or in the case of Local Parties that are tribal governments, in the land records of each respective tribal government.

(iv) Notwithstanding proportional ownership of infrastructure by each Local Party as described above, the REDI Net Board shall be solely responsible for operating all infrastructure owned by each of the Parties subject to NCNMEDD's oversight responsibility as described in Section 7 below.

Section 5. Exercise of Powers. The REDI NET Board is hereby authorized to exercise any and all of the common powers described in Section 2E of this Agreement without further authorization or ratification by the governing body of each Party.

Section 6. Effective Date, Term and Termination.

A. This Agreement shall be effective upon approval by the New Mexico Department of Finance and Administration ("DFA").

B. The term of this Agreement shall be 20 years, which is the useful life of the project, as provided in the United States Department of Commerce's Covenant of Purpose, Use and Ownership, and may be extended by mutual consent of the Parties at the end of this term.

C. If REDI Net remains suitable for operation beyond the initial 20 year term and some but not all the Parties desire to extend the term of this Agreement, a Local Party may terminate its status as a party to this Agreement but hereby agrees to permit the ongoing use of REDI Net fiber lines and other broadband infrastructure within its jurisdictional boundaries for operation of the network. The terms of such arrangement shall be negotiated by the withdrawing Local Party and the REDI Net Board, and may include, without limitation, purchase or lease of the infrastructure by the REDI Net Board

from the withdrawing Local Party, at reasonable rates determined in reference to the operating budget of REDI Net and in consideration of past improvements made to the infrastructure. The withdrawing Local Party shall not refuse to permit REDI Net's ongoing use of the REDI Net infrastructure within that Local Party's jurisdictional boundaries in a manner that prevents REDI Net's ongoing operation.

Section 7. Appointment of Fiscal Agent; Strict Accountability of all Receipts and Disbursements. NCNMEDD shall act as Fiscal Agent in connection with the administration, disbursement, reporting and monitoring of the BTOP Grant and shall be strictly accountable for all receipts and disbursements thereunder and under this Agreement until construction of REDI Net, transfer of REDI Net assets to the Local Parties have been completed and NCNMEDD has verified that its responsibilities as BTOP Grant recipient have been satisfied. Following expiration of the BTOP Grant Period (as defined in the BTOP Grant requirements), REDI Net Board shall either extend the term of NCNMEDD as fiscal agent, or appoint a new fiscal agent, which in either case shall be strictly accountable for all receipts and disbursements hereunder.

Section 8. Disposition of Property Acquired Pursuant to this Agreement.

A. The Parties anticipate that REDI Net assets will be conveyed to that Local Party as shown in Exhibit A. The Parties anticipate that they will contribute funds or make in-kind contributions as provided in this Agreement, each from sources designated by the governing body of that Local Party or otherwise approved.

B. As provided by the BTOP Grant, surplus funds generated by REDI Net are to be reinvested in REDI Net to upgrade technology and infrastructure of REDI Net, and the parties do not anticipate that other surplus property or funds will remain at the time this Agreement is terminated. Notwithstanding, any surplus property or funds which may remain at the time this Agreement is terminated shall be returned to each Local Party and to NCNMEDD, in proportion to the cash and in-kind contributions made by that Local Party or NCNMEDD; provided that any such distribution of property or funds shall comply with the Federal Requirements.

Section 9. Severability. If any provision, clause, section, subsection or article of this Agreement is found to be invalid, illegal, unenforceable for any reason, the invalidity, illegality or enforceability of such provision, clause, section, subsection or article shall not affect the remaining provisions of the Agreement.

Section 10. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Act, as provided in Section 11-1-6 NMSA 1978.

Section 11. Obligations Conditioned on Sufficient Annual Appropriations. The obligations of the Local Parties under this Agreement are conditioned upon the availability of sufficient annual appropriations by the governing bodies of the Local Parties.

Section 12. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico; provided that, with respect to any Local Party that is a tribal government, it is hereby recognized that the powers and status of such Party, as a tribal government, is subject to the laws of the United States.

Section 13. Alternative Dispute Resolution. Disputes among Parties arising in connection with this Agreement shall be submitted to mediation, arbitration, or other alternative dispute resolution process, as determined by the REDI Net Board, and to the extent that such process is permissible under the governing law applicable to the disputing Parties.

Section 14. Counterparts. This Agreement may be executed in counterpart originals.

Section 15. Amendment: Addition of Parties in the Future. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the Parties and approved by the DFA; provided, that the Pueblo de San Ildefonso may, at its election, become a Local Party to this Agreement, and this Agreement, shall be amended accordingly and shall include a description of the financial and/or in-kind contribution to be made by the Pueblo de San Ildefonso. So long as no other provision of this Agreement is amended, the foregoing modifications to this Agreement shall not require approval by DFA.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof.

SIGNATURE PAGE

To

North Central New Mexico Economic Development District  
REDI Net Middle Mile Broadband Network Joint Powers Agreement

Dated as of November 19, 2010

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

  
\_\_\_\_\_  
Nick Salazar, Chairman of the Board

SIGNATURE PAGE

To

North Central New Mexico Economic Development District  
REDI Net Middle Mile Broadband Network Joint Powers Agreement

Dated as of December 17, 2020

PUEBLO OF SANTA CLARA

  
\_\_\_\_\_  
Governor Walter Dusheno

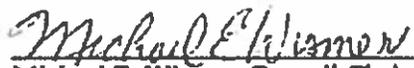
SIGNATURE PAGE

To

North Central New Mexico Economic Development District  
REDI Net Middle Mile Broadband Network Joint Powers Agreement

Dated as of \_\_\_\_\_

LOS ALAMOS COUNTY

  
\_\_\_\_\_  
Michael E. Wismer, Council Chair

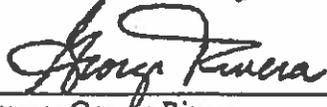
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To

North Central New Mexico Economic Development District  
REDI Net Middle Mile Broadband Network Joint Powers Agreement

Dated as of JANUARY 3, 2011

PUEBLO OF POJOAQUE



\_\_\_\_\_  
Governor George Rivera

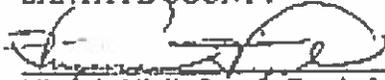
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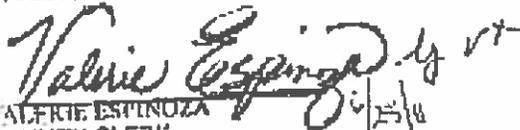
North Central New Mexico Economic Development District  
REDI Net Middle Mile Broadband Network Joint Powers Agreement

Dated as of \_\_\_\_\_

SANTA FE COUNTY

  
\_\_\_\_\_  
Virginia Vigil, County Commission Chair

ATTEST:

  
\_\_\_\_\_  
VALERIE ESTINOZA  
COUNTY CLERK

Approved as to form

Santa Fe County Attorney

By:  Stephen C. Ross

Date: 18 June 2011





Office of the Governor  
**Pueblo of Tesuque**  
Route 42 Box 360-T  
Santa Fe, New Mexico 87506

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SIGNATURE PAGE (1 of 6)

To

North Central New Mexico Economic Development District  
REDI Net Middle Mile Broadband Network Joint Powers Agreement

Dated as of December 21, 2010

PUEBLO OF TESUQUE

  
\_\_\_\_\_  
Governor Frederick Vigil

SIGNATURE PAGE

To

North Central New Mexico Economic Development District  
REDI Net Middle Mile Broadband Network Joint Powers Agreement

Dated as of 12/16/10

RIO ARRIBA COUNTY

Alfredo Montoya  
Alfredo Montoya, County Commission Chair

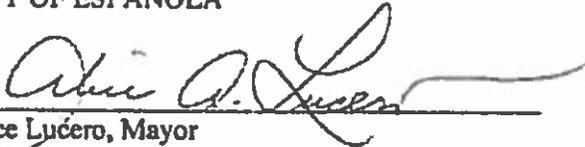
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To

North Central New Mexico Economic Development District  
REDI Net Middle Mile Broadband Network Joint Powers Agreement

Dated as of 11/22/10

CITY OF ESPANOLA

  
\_\_\_\_\_  
Alice Lucero, Mayor

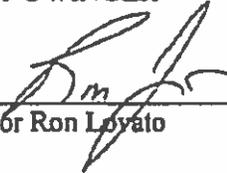
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To

**North Central New Mexico Economic Development District  
REDI Net Middle Mile Broadband Network Joint Powers Agreement**

Dated as of \_\_\_\_\_

**OHKAY OWINGEH**

  
\_\_\_\_\_  
Governor Ron Luyato





**Henry P. Roybal**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## MEMORANDUM

**DATE:** February 16, 2016

**TO:** Board of County Commissioners

**FROM:** Vicki Lucero, Building and Development Services Manager *VL*

**VIA:** Katherine Miller, County Manager *KM*  
Penny Ellis-Green, Land Use Administrator *PEG*

**RE.:** Interim Hearing Officer Appointment

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### SUMMARY:

Chapter 3.5 of the Sustainable Land Development Code (SLDC) gives the BCC the authority to appoint a Hearing Officer or Hearing Officers for a definite term not to exceed four (4) years, and may be re-appointed at the conclusion of any term. The Hearing Officer will assist in the adjudication of quasi-judicial applications for discretionary development approval (Exhibit A). The Hearing Officer will conduct public hearings, make written findings of fact, conclusions of law and recommendations and file written reports with such findings, conclusions of law and recommendation to the Planning Commission or BCC for further action, in matters designated in Table 4-1 (Procedural Requirements by Application Type) of the SLDC.

Staff is in the process of completing a Request for Proposal for a permanent Hearing Officer. However, that procurement process will not be complete for a couple of months and cases are scheduled to be heard by the Hearing Officer at the end of February, 2016. Therefore, we are requesting the BCC to appoint a Hearing Officer on an interim basis for the months of February, March and April 2016. The term of the interim appointment will expire June 1, 2016, to allow the Hearing Officer to complete findings of fact and conclusions of law for hearings conducted during February, March and April. The interim Hearing Officer is a licensed attorney who is currently under contract with the County for on-call legal services on legal matters as directed by the County Attorney.

**STAFF RECOMMENDATION:**

Staff recommends appointment of attorney Nancy Long to serve as the interim Hearing Officer until June 1, 2016.

**ATTACHMENTS:**

Exhibit A— Chapter 3.5 (Hearing Officer) of the SLDC

**3.4.2. Responsibilities.** The Administrator shall have the responsibility to administer and enforce the provisions of the SLDC, make advisory opinions on the interpretation of the SLDC, the SGMP, an Area, District or Community Plan, hold and determine the adequacy of security instruments and issue ministerial development orders as set forth in the SLDC, subject to appeal to the Planning Commission. The Administrator shall make a reasonable interpretation of the SLDC that is not inconsistent with the SGMP.

**3.4.3. Technical Advisory Committee.**

**3.4.3.1. Appointment; Responsibilities.** A Technical Advisory Committee (TAC) is hereby created, the members of which may be appointed by the Administrator. The TAC shall assist the Administrator as requested with review of applications.

**3.4.3.2. Members.** The TAC may include representatives, as appropriate, from all County departments. In addition and as appropriate, the TAC may include, for a specific development approval application, representatives of school districts, cities, Tribal governments, public and private utilities, assessment or public improvement districts, acequia associations, regional, state or federal agencies and persons possessing necessary technical expertise.

**3.4.3.3. Meetings.** The TAC shall meet regularly as required at the request of the Administrator. An owner/applicant shall appear before the TAC prior to filing an application as provided by the Administrator and the SLDC.

**3.5. HEARING OFFICER.**

**3.5.1. Establishment.** The SLDC hereby establishes the position of Hearing Officer for the purpose of assisting in the adjudication of quasi-judicial applications for discretionary development approval. More than one (1) Hearing Officer may be appointed, as appropriate.

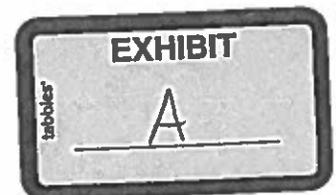
**3.5.2. Referral of Matters for Hearing.**

**3.5.2.1.** Applications shall be referred to a Hearing Officer to conduct public hearings, make written findings of fact, conclusions of law and recommendations, and file written reports with such findings, conclusions of law and recommendations to the Planning Commission or Board for further action, in the matters designated in Table 4-1.

**3.5.2.2.** The Administrator, the Planning Commission, or the Board may refer other matters to a Hearing Officer, as appropriate.

**3.5.3. Term and Removal.** A Hearing Officer or Hearing Officers shall be appointed by the Board for a definite term, not to exceed four (4) years, and may be re-appointed at the conclusion of any term. A Hearing Officer may be removed by the Board solely for reasonable cause. Reasonable cause for removal of a Hearing Officer shall include, but not be limited to, violations of the standards set forth in the New Mexico Code of Judicial Conduct, as adopted by the New Mexico Supreme Court.

**3.5.4. Qualifications.** A Hearing Officer shall have a J.D. degree from a law school certified by the American Bar Association or Association of American Law Schools, with not less than six (6) years of legal experience, and shall be licensed to practice law in New Mexico for a period of not less than three (3) years. A Hearing Officer shall not hold other appointed or elective office or position in government during his/her term.



**3.5.5. Powers and Duties.** A Hearing Officer shall have all powers necessary to conduct quasi-judicial hearings assigned to a Hearing Officer by the SLDC.





