



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Agenda - Final County Council - Regular Session

*David Izraelevitz, Council Chair; Susan O'Leary, Council Vice-Chair, Christine Chandler, James Chrobocinski, Antonio Maggiore, Rick Reiss, and Pete Sheehey, Councilors*

Tuesday, January 31, 2017

6:00 PM

Council Chambers - 1000 Central Avenue  
TELEvised

1. **OPENING/ROLL CALL**

2. **PUBLIC COMMENT**

*This section of the agenda is reserved for comments from the public on items that are not otherwise included in this agenda.*

3. **APPROVAL OF AGENDA**

4. **PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

- A. [8947-17](#) Introduction of Kris Kirby, Superintendent of Manhattan Project National Historical Park.
- Presenters:** Linda Matteson, Assistant to the County Manager

5. **CONSENT AGENDA**

*The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further Council consideration in the agenda section entitled "Business."*

January 31, 2017 Consent Motion:

**Consent Motion -**

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

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

- A. [AGR0489-17](#) Approval of Services Agreement No. AGR17-01 with Diversified Data Processing & Consulting Inc., dba DivDat, for a total contract

value of \$500,000.00, plus applicable New Mexico Gross Receipts Taxes

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

**Attachments:** [A - Services Agreement AGR17-01](#)

- B. [AGR0490-17](#) Approval of Services Agreement No. AGR17-12 with Crown Technical System, a California Company, in the amount of \$1,403,455.43 and a contingency in the amount of \$75,000.00, for a total of \$1,478,455.43, plus Applicable Gross Receipts Tax, for the Purpose of the Los Alamos New Substation Switchgear Facility ("LASS").

**Presenters:** Rafael De LaTorre, Deputy Utilities Manager - Electric Distribution

**Attachments:** [A – AGR17-12](#)  
[B – LASS RFP Pricing Summary](#)

- C. [8868-16](#) Memorandum of Understanding (MOU) Entered into by and Between the Incorporated County of Los Alamos and the North Central Regional Transit District (NCRTD) for FY17, Providing the NCRTD with \$350,000.

**Presenters:** Philo Shelton, Public Works Director

**Attachments:** [A - Memorandum of Understanding Between Los Alamos County and North Central Regional Transit District](#)  
[B - NCRTD Adoption of the FY17 Annual Service Plan submitted by the City of Santa Fe and Los Alamos County Providing for Specific Regional Routes Funded by NCRTD Regional](#)

- D. [8990-17](#) Amendment to the FY17 Classification and Compensation Plan.

**Presenters:** Denise Cassel, Human Resources Manager

**Attachments:** [A - FY17 Compensation and Classification Plan](#)  
[B - Transit Operator Trainee Job Description](#)  
[C- Assistant to the Utilities Manager](#)

- E. [9025-17](#) Approval of Amended and Restated Southwest Reserve Sharing Group (SRSG) Participation Agreement

**Presenters:** Steve Cummins, Deputy Utilities Manager - Electric Production

**Attachments:** [A - Amended and Restated Southwest Reserve Sharing Group Participation Agreement](#)

F. [9037-17](#) Consideration of Budget Revision 2017-14

**Presenters:** Karen Kendall, Budget and Performance Manager  
and Joe D'Anna, Chief Financial Officer

**Attachments:** [A - Budget Revision 2017-14 Police Grants](#)

6. INTRODUCTION OF ORDINANCE(S)

A. [OR0764-17](#) Incorporated County Of Los Alamos Ordinance No. 02-270; An Ordinance Establishing An Affordable Homebuyer Assistance Program.

**Presenters:** Paul Andrus, Community Development Director

**Attachments:** [A - Incorporated County of Los Alamos Code Ordinance No. 02-270](#)  
[B - Mortgage Finance Authority \(MFA\) Letter of Approval](#)

7. PUBLIC HEARING(S)

A. [OR0759-16b](#) Incorporated County of Los Alamos Ordinance No. 668; An Ordinance Making Available a Personal Income Tax Rebate to Eligible Low-Income Los Alamos County Property Taxpayers for Taxable Years 2018, 2019, and 2020.

**Presenters:** Steven Lynne, Deputy County Manager

**Attachments:** [A - Publication Notice](#)  
[B - Ordinance 668 Income Tax Rebate](#)

8. BUSINESS

A. [8765-16](#) Consider Assessor's Request Regarding Certificate Pay

**Presenters:** County Council - Regular Session

**Attachments:** [A - State Statute \(4-39-5 NMSA \(2015\)\)](#)  
[B - 2004 Staff Report and Minutes](#)  
[C - Assessor's Staff Report](#)  
[D - Assessor's Staff Salary Survey](#)  
[E - Assessor's Survey of Other County Positions](#)  
[F - HR State Salary Survey](#)  
[G - Assessor's Office Job Descriptions](#)

9. COUNCIL BUSINESS

**A. Appointments****B. Board, Commission and Committee Liaison Reports****C. County Manager's Report**

- 1) [9038-17](#) County Manager's Report for January 2017

**Presenters:** Harry Burgess, County Manager

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

**D. Council Chair Report****E. General Council Business**

- 1) [9020-17](#) Reconsideration of Process for Sale/Development of Three County Parcels: A-8, A-12, and A-13

**Presenters:** Rick Reiss, Councilor

**Attachments:** [A - Memo from Council Packet on December 6, 2016](#)

- 2) [9048-17](#) Approval of 2017 Strategic Leadership Plan Update

**Presenters:** County Council - Regular Session

**Attachments:** [A - DRAFT Strategic Leadership Plan 2017 Update](#)  
[B - Strategic Leadership Plan 2016 Update](#)

- 3) [9017-17](#) Assignment of Councilors as Council Liaisons to Boards and Commissions and on Various Council Committees.

**Presenters:** David Izraelevitz, County Council Chair

**Attachments:** [A - 2017 BC Council Liaisons](#)  
[B - 2017 Council Committees](#)

**F. Approval of Councilor Expenses****G. Preview of Upcoming Agenda Items****10. COUNCILOR COMMENTS****11. PUBLIC COMMENT****12. ADJOURNMENT**



If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Human Resources Division at 662-8040 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the personnel in the Office of the County Administrator at 663-1750 if a summary or other type of accessible format is needed.



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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<b>Agenda No.:</b>	A.
<b>Index (Council Goals):</b>	* 2016 Council Goal - Economic Vitality – Maximize Our Opportunity with Respect to the Development of the Manhattan Project National Historical Park
<b>Presenters:</b>	Linda Matteson, Assistant to the County Manager
<b>Legislative File:</b>	8947-17

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### **Title**

Introduction of Kris Kirby, Superintendent of Manhattan Project National Historical Park.

### **Body**

Ms. Kirby was appointed as Superintendent of the Manhattan Project National Historical Park in August 2016. The Council wishes to welcome Ms. Kirby and give her an opportunity to introduce herself to the community, along with any other briefing or remarks that Ms. Kirby wishes to make.



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## Staff Report

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**Agenda No.:**

**Index (Council Goals):**

**Presenters:**

### **Title**

January 31, 2017 Consent Motion:

#### **Recommended Action**

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

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



# County of Los Alamos

## Staff Report

January 31, 2017

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**Agenda No.:** A.

**Index (Council Goals):** \* 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure

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

**Legislative File:** AGR0489-17

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### Title

Approval of Services Agreement No. AGR17-01 with Diversified Data Processing & Consulting Inc., dba DivDat, for a total contract value of \$500,000.00, plus applicable New Mexico Gross Receipts Taxes

### Recommended Action

**I move that Council approve agreement AGR17-01 with Diversified Data Processing and Consulting Inc, dba DivDat, for a total contract value of \$500,000.00, plus applicable New Mexico Gross Receipts Taxes.**

### Utilities Manager Recommendation

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

### Board, Commission or Committee Recommendation

The Board of Public Utilities recommends that Council approve the motion as presented.

### Body

The Department of Public Utilities has been outsourcing bill print and mailing services for at least twenty years, as maintaining the staff and equipment to perform these functions efficiently internally is cost prohibitive. The Department processed 106,339 bills in calendar year 2014 for a total cost of \$75,560.72., or \$0.71 cents per bill, which includes paper, envelopes, postage, processing, mailing, and NMGR. This contract was last competed in 2012, with DivDat being the successful offeror at that time as well.

We received 7 proposals in response to our RFP for Bill Printing, Mailing, and Electronic Notification Services for Utilities. Based on multiple criteria the selection committee again selected DivDat for award. DivDat's performance under the existing agreement has been excellent.

### Alternatives

The Utilities Department does not have the staff or equipment to efficiently process monthly utilities bills internally. Should this contract not be approved the Department would have to extend the current contract on a month to month basis while we evaluated award to the next responsive bidder or reissuing the RFP.

### Fiscal and Staff Impact

There is no fiscal or staff impact as these services have been ongoing and are already incorporated into our budget and work plan.

### Attachments

A - Services Agreement AGR17-01



**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 **Diversified Data Processing & Consulting Inc., dba DivDat**, a Michigan corporation ("Contractor"), to be effective for all purposes March 1, 2017.

**WHEREAS**, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 17-01 ("RFP") on June 12, 2016, requesting proposals for Bill Printing, Mailing and Electronic Billing Notification Services for Utilities, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated June 26, 2016 ("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 Los Alamos County Board of Public Utilities approved this Agreement at a public meeting held on January 18, 2017; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on January 31, 2017; and

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

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

**SECTION A. SERVICES:**

**Contractor Services**

1. **Monthly Utility Statements** – Contractor will laser print, insert and mail monthly utility statements and past due notices no less than two (2) times per week after receipt from County of magnetic media or electronic transmission containing data necessary to produce the statements or past due notices. County will provide data in a pre-determined format agreed to by both parties. County will determine and notify Contractor of dates data will be provided to Contractor. Pricing for this Service is as provided in Exhibit "A" attached hereto.
2. **Inserts** - Contractor shall insert with the monthly utility statements and past due notices additional materials received from County not later than three (3) business days before Contractor receives from County the data for monthly statements and notices. All such additional County provided inserts and materials shall meet Contractor's insert specifications. Contractor shall notify the County immediately by telephone if the insert materials provided by County do not meet Contractor's insert specifications or if additional materials are not timely

received by Contractor. Contractor shall insert additional materials that do not meet Contractor's insert specifications, and at additional costs to the County, only on the express request of County made following notice from Contractor and the parties have agreed upon the additional charge, if any, for manual insertion of the materials.

- 3. Equipment and Materials** - Contractor shall provide all labor, warehousing, equipment and materials necessary to perform the Services.
- 4. Reports and Information** - Within ten (10) days after request by County, Contractor shall provide to County any and all reports that may be generated automatically related to the data provided by County or any other such report as deemed reasonably necessary by County.
- 5. Electronic Bill Presentation and Payment** - At customer's request to the Department of Public Utilities ("DPU"), and after enrolling in DPU's electronic bill program, Contractor will generate an electronic version of the bill for DPU's customers that have elected to participate in the e-Billing program. Contractor will notify customer via email when the electronic bill is ready to be viewed and will include an appropriate link for customer to pay the bill via DPU's established payment system.
- 6. Integration with Mobile Application** - DPU is currently engaged in deployment of Smart Utility System's Smart Customer Mobile application, through which customers can retrieve consumption and billing information, and through which customers can view and pay their bill. Contractor will coordinate and integrate with the Smart Customer Mobile application as determined necessary to facilitate deployment of that application.

**SECTION B. TERM:** The term of this Agreement shall commence March 1, 2017 and shall continue through February 28, 2021, unless sooner terminated, as provided herein. At County's sole option this Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount **not to exceed** FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00 US), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. All disputes related to performance and payment shall be governed by the County's Procurement Code, Chapter 31.

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

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing 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) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.

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

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request. Contractor shall not use the County-provided logo in any manner except with prior written permission from County.

**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:**

Project Manager/Management Analyst  
Incorporated County of Los Alamos  
Department of Public Utilities  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

**Contractor:**

Jason Bierkle, President  
Diversified Data Processing & Consulting  
Inc., dba DivDat  
1081 Northend Avenue  
Ferndale, Michigan 48220

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

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

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

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

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

**By:**\_\_\_\_\_  
**TIMOTHY A. GLASCO, PE** **DATE**  
**UTILITIES MANAGER**

**Approved as to form:**

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

**DIVERSIFIED DATA PROCESSING & CONSULTING INC.,**  
**DBA DivDAT, A MICHIGAN CORPORATION**

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

**Exhibit A**  
**AGR17-01**  
**Cost Summary Sheet**



**5. Unit Costs (to include set-up/artwork costs), based on the following:**

- a. Paper (perforated) – per page price
- b. Carrier envelopes – price per each
- c. Return envelopes – price per each
- d. Laser printing – per page price
- e. Insertion cost – price per each
- f. Cost for email bill notification
- g. Cost for paper bills mailed for undeliverable emails

**FIRST CONTRACT YEAR PRICING**

<b>Print &amp; Mail Pricing</b>	
<b>Statement Description:</b>	<b>Cost Per Item Processed:</b>
<ul style="list-style-type: none"> <li>Approximate Monthly Volume: 9,000 Regular bills</li> <li>8.5 x 14, 24#, 3/1 regular</li> <li>Standard single-window #9 remittance and double window #10 envelopes.</li> <li>All variable data is laser printed in black, simplex.</li> <li>File transfer, data processing, CASS certified address validation, folding, inserting, metering, delivery to USPS</li> </ul>	
Data Processing/Mail Prep Services/Mail delivery	\$0.0431
8.5 x 14 24# Custom 3 color 1 sided form w/perf	\$0.033 Billed at Cost
Standard #10 Envelope	\$0.0152 Billed at Cost
Standard #9 Envelope	\$0.0136 Billed at Cost
Laser Printing	<u>\$0.0245</u>
<b>Total per one page bill</b>	<b>\$0.1294</b>
<b>Other Services:</b>	
Print Image Archiving (12 Months)	\$0.015 per bill
Additional Pages (multipage bills)	\$0.05 (on white stock)
Address Update- ACS	\$0.16 per hit (per address actually updated)
eBill email notification	\$0.05
PDF bill	Included in archiving
Bills sent for Undeliverable emails	Same as above, higher postage may apply due to not meeting pre-sort levels set by the USPS



Optional/Additional Fees	
Postage to be billed at actual. Future postal increases will be passed through at cost. Foreign and heavy postage is billed at cost where applicable. Postage deposit is required.	Postage is billed at cost- pass through
Presort Fee, when applicable for co-mingling- not common	\$0.02 per piece
Development, Testing and Deployment	Fee Waived
Storage/Warehousing of Forms and Envelopes	Fee Waived
Document Design, initial bill design	Fee Waived
Processing Reports	Fee Waived
Secure FTP	Fee Waived
Bill Inserts/Enclosures (machine inserting fee)	\$0.009 per mail piece, Waived if DivDat produces inserts
Custom Printing of Enclosures/Inserts by DivDat	Quoted on a per Job Basis
IT Programming Fees after initial set-up – Upon Request	\$150 per hour, upon request
Parallel Testing – Upon Request	Time + Materials/No Charge for PDF
Large Generic Envelopes for Multiple Page Packages: 6x9" Envelopes (9 – 15 pages)	\$0.16 per envelope
9x12" Envelopes (16 – 85 Pages)	\$0.16 per envelope
MANUAL INSERTING (5+PAGES) or less than 100 pieces in a file	
Hand Inserting Hand Folding, Sealing & Metering	\$0.25 per item

#### CONTRACT YEARS 2-4 PRICING

All fees will remain constant except for direct pass through of any material price increases that are made by envelope and form suppliers. Postage will float at direct pass through of the rates in effect by the USPS.

#### CONTRACT YEARS 5-7 PRICING (Optional years)

All fees, excluding postage, will be subject up to, but not exceed, an inflation adjustment based on the actual change in the greater of the Consumer Price Index-All Urban Consumers for Detroit – Ann Arbor – Flint, Michigan or the Producer Price Index for Pulp, Paper and Allied Products as published by the US Dept. of Labor for the closest 12 month period immediately preceding the anniversary date ([www.bls.gov](http://www.bls.gov)). The Purpose of this modification is to ensure that Contractor maintains the standards of service expected by the Customer by compensating Contractor for price increases of supplies, equipment, service and wages.

**Notes: The parties agree that County shall not be required to provide postage deposit as indicated above. Contractor shall promptly notify County in writing and obtain written authorization to purchase additional paper, envelopes and related supplies from suppliers.**



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
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**Agenda No.:** B.

**Index (Council Goals):** \* 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure

**Presenters:** Rafael De LaTorre, Deputy Utilities Manager - Electric Distribution

**Legislative File:** AGR0490-17

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### Title

Approval of Services Agreement No. AGR17-12 with Crown Technical System, a California Company, in the amount of \$1,403,455.43 and a contingency in the amount of \$75,000.00, for a total of \$1,478,455.43, plus Applicable Gross Receipts Tax, for the Purpose of the Los Alamos New Substation Switchgear Facility ("LASS").

### Recommended Action

**I move that Council approve, in a form acceptable to the County Attorney, Services Agreement AGR17-12 with Crown Technical Systems, a California Company, in the amount of \$1,403,455.43 and a contingency in the amount of \$75,000.00, for a total of \$1,478,455.43, plus applicable gross receipts tax, for the purpose of Los Alamos New Substation Switchgear Facility, "LASS".**

### Utilities Manager Recommendation

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

### Board, Commission or Committee Recommendation

The Board of Public Utilities recommends that Council approve the motion as presented.

### Body

The construction of the LASS substation project is the single most important electric reliability project for Los Alamos and in order to maintain an acceptable SAIDI (System Average Interruption Duration Index) target. LASS is critical for providing the electrical power requirements for Los Alamos now and into the foreseeable future. The LASS substation project doubles the electrical capacity for the Los Alamos town site area with the construction of eight (8) new underground feeders (power lines). The new feeders redistribute power within Los Alamos, halves the number of customers per feeder (helps SAIDI), and greatly increases feeder redundancy for re-routing of power during outage events or other electrical emergencies (helps SAIDI); i.e. increases electrical back-feeding capabilities.

### Alternatives

Council could choose not to accept the Agreement, but that would be detrimental to the electrical reliability and electrical capacity needs for the Los Alamos town site. Council could also choose to go with the **NON-arc resistant** alternative (\$34,000 less), but this is a less safe alternative (versus the arc-resistant recommended alternative).

### Fiscal and Staff Impact

The LASS Substation Project including the purchasing of the switchgear substation, duct bank construction, etc. has a \$2,000,000 budget. Lots of staff time will be required over the next 8 months for design submittal reviews, on site acceptance testing, etc., installation and

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energizing of LASS will be performed by in-house line crews.

**Attachments**

A - AGR17-12

B - LASS RFP Pricing Summary



## 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 **Crown Technical Systems** a California corporation ("Contractor"), to be effective for all purposes February 1, 2017.

**WHEREAS**, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 17-12 ("RFP") on September 28, 2016, requesting proposals for Los Alamos New Substation and Switchgear Facility ("LASS"), as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated November 10, 2016; 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 Board of Public Utilities approved this Agreement at a public meeting held on January 18, 2017; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on January 31, 2017; and

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

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

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

#### **1. Contractor Services.**

The LASS project encompasses the supply and set in place at the designated worksite of an outdoor metal-clad 15 kilovolt ("KV") substation switchgear only and does not include a substation transformer nor any transmission line work. The LASS substation will be powered by Los Alamos National Laboratory's ("LANL") new 115KV "TA-3" Substation presently under design and scheduled to be on-line within the next eighteen (18) months. Department of Public Utilities ("DPU") will construct the LASS concrete pad, an incoming duct bank with two (2) feeders to power LASS and an outgoing duct bank with eight (8) feeders departing from LASS.

#### **2. Deliverables.**

- a. **Schedule of Project Completion.** Contractor shall submit, for County's approval, a proposed Schedule of Project Completion, showing specific relevant mile stones, such as

design drawings and specifications, equipment purchases, regulatory compliance, and other such items, within thirty (30) days of issuance of County's Notice to Proceed.

- b. Project Design Progress Report.** Within sixty (60) days of County's Notice to Proceed, Contractor shall report on project's progress, and submit to County appropriate documentation to prove that technical drawings and specifications are progressing as shown on Project Schedule of Completion, and that any longer lag-time equipment orders can be initiated as appropriate. Note: Not all drawings and specifications for the entire project have to be fully completed for certain aspects of the Project implementation to be started. Contractor shall be responsible for obtaining all necessary permits and scheduling relevant inspections.
- c. Project's Substantial Completion and Operational Start Up.** On or before September 30, 2017 or eight (8) months after Notice to Proceed, Contractor shall substantially complete the installation of all equipment as necessary for a functional facility to be commissioned and released to County for beneficial occupancy. Item 4B.1 of Exhibit "A," Cost Summary Sheet, shall include all parts, material and supplies as found in the December 13, 2016, RFP Quote Clarification. All necessary equipment testing and verification, as well as County's staff training shall be coordinated and performed prior to this time and in accordance with the approved Project Schedule of Completion. Project's warranty period shall begin on the same date as County's Certification of Substantial Completion ("CSC").
- d. Project's Final Completion.** The final completion of the project shall occur before June 24, 2018 or after LANL's TA-3 Substation powers LASS and within fifteen (15) days of County's CSC. During the fifteen (15) day time period between County's CSC, Contractor shall complete all punch list items on the list supplied by County.
- e. Project Warranty.** Contractor shall provide County with warranty as per Exhibit "A" 1.3 of the RFP.
- f. Project Cost Breakdown.** Contractor shall provide the material and equipment as set forth in the December 13, 2016, RFP Quote Clarification, unless mutually agreed to in writing between the Contractor and Owner.

**SECTION B. TERM:** The term of this Agreement shall commence on February 1, 2017 and shall continue through December 31, 2018, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to one (1) consecutive one-year period, unless sooner terminated, as provided therein.

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

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed ONE MILLION FOUR HUNDRED THREE THOUSAND FOUR HUNDRED FIFTY-FIVE AND 43/100 DOLLARS (\$1,403,455.43) which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the cost summary sheet set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. All disputes related to performance and payment shall be governed by County's Procurement Code, Chapter 31.



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

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

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that 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) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Errors and Omissions Insurance:** The licensed professional engineer(s) in charge of the design and field verification of construction compliance on this project shall maintain professional liability (errors and omissions) insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) to cover for design errors and omissions, within the statute of limitations for professional engineers in New Mexico.
5. **Performance Bond and Material Bond.** Each in an amount equal to the total amount of 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. General.** 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:

Project Manager: Rafael De La Torre, PE  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

Contractor:

Josh Carruthers, General Manager  
Crown Technical Systems  
13470 Philadelphia Avenue  
Fontana, California 92337

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

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

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

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

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

**BY:**\_\_\_\_\_  
**TIMOTHY A. GLASCO, PE** **DATE**  
**UTILITIES MANAGER**

**Approved as to form:**

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

**CROWN TECHNICAL SYSTEMS, A CALIFORNIA CORPORATION**

**BY:**\_\_\_\_\_  
**JOSH CARRUTHERS** **DATE**  
**GENERAL MANAGER**

Exhibit "A"  
Cost Summary Sheet  
AGR17-12

B216151 - LOS ALAMOS 15KV PDC

SUMMARY PRICE REV. 2

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
4A	CONTROL HOUSE BUILDING: 60'-0" L x 15'-6" W x 11'-0" INT HEIGHT	EA	1	\$318,858.60	\$318,858.60
4B.1	15 KV ARC RESISTANT TYPE 2B SWITCHGEAR LINEUP (15 CUBICLES)	LOT	1	\$921,277.32	\$921,277.32
4B.2	TRAINING AT PROJECT SITE WITH (2) CROWN ENGINEERS FOR UP TO (5) DAYS	EA	1	\$11,125.00	\$11,125.00
4B.3	COMMISSIONING TESTING. PLEASE REVIEW COVER LETTER FOR ACTUAL COMMISSIONING TESTING PLAN	EA	1	\$42,000.00	\$42,000.00
4C	UNLOADING AND ANCHORING IN LOS ALAMOS, NM	EA	1	\$32,826.80	\$32,826.80
4D	SHIPPING TO LOS ALAMOS, NM	EA	1	\$52,000.00	\$52,000.00
5	<b>OPTION B: LOAD BREAK SWITCH ADDER</b> ADDING FOUR LOAD BREAK SWITCHES IN THE REAR CELLS OF FEEDERS 52-13, 52-15, 52-17, 52-19	EA	4	\$12,261.60	\$49,046.40
6	<b>REDUCTION IN COST TO PROVIDE 300AH VRLA BATTERY AND RACK IN LIEU OF THE REQUESTED NICAD BATTERY SYSTEM AT 320AH</b>	LOT	-1	\$44,350.00	-\$44,350.00
4E	PERFORMANCE BOND	LOT	1	1.50%	\$20,671.32
<b>(OPTION-B) ARC-RES TYPE 2B SUB TOTAL</b>					<b>\$1,403,455.43</b>

REVISION NO. 1 CHANGES

REVISION NO. 2 CHANGES

RFP17-12 Los Alamos New Switchgear Substation Facility (“LASS”)									
	Becker Global	Crown Technical	(Border States)	Gardner AZZ	Gardner POWELL	Gardner PWR GRID	McKinley Sales	Meyers Power	Powell Electrical
Arc-Resistant Price	\$1,763,916 **	\$ 1,403,455						\$ 1,510,137	
Non-Arc Resistant Price			\$1,801,826 **	\$1,737,259 **	\$1,834,070 **	\$1,821,464 **	\$ 1,369,286		\$1,509,849 **
FINAL SCORE (Max 120)		Rank 1					Rank 2	Rank 3	
** (best price but not inclusive of exceptions to Spec)									
	Top (3) Respondent Scores were asked to resubmit a price with VE alternatives and other clarifications to fit the project budget								
	Recommended for Award based on Highest Evaluated Score, lowest cost for Arc-Resistant Gear								



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** C.

**Index (Council Goals):** \* 2016 Council Goal – Quality Governance – Intergovernmental Relations – Strengthen Coordination and Cooperation Between County Government, LANL, and Regional and National Partners

**Presenters:** Philo Shelton, Public Works Director

**Legislative File:** 8868-16

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### Title

Memorandum of Understanding (MOU) Entered into by and Between the Incorporated County of Los Alamos and the North Central Regional Transit District (NCRTD) for FY17, Providing the NCRTD with \$350,000.

### ..Recommended Motion

**I move that Council approve a Memorandum of Understanding entered into by and between the Incorporated County of Los Alamos and the North Central Regional Transit District (NCRTD) for FY17, providing the NCRTD with \$350,000.**

### County Manager's Recommendation

The County Manager recommends that Council approve the Memorandum of Understanding as presented.

### Body

The purpose of the MOU is to provide \$350,000 in FY17 to the NCRTD for member local government matches of federal grants, additional reserve funds, and such other purposes as the NCRTD deems appropriate.

Beginning in federal fiscal year 2006, the County entered into MOUs directly with the NCRTD and has to date provided \$6,650,000 in funding. Through these annual MOUs and as part of the County's regional partnership efforts, the County is willing to provide to NCRTD additional funding for capital and operational expenses, and to increase reserves. These partnership efforts promotes efficient, supportive, sustainable, and multi-modal transportation system services operated by the NCRTD to member entities located in the district.

The County fiscal year 2017 (FY17) budget, beginning July 1, 2016 and ending June 30, 2017, provides NCRTD with \$350,000. NCRTD agrees to utilize the funds provided under this MOU as a match for federal grants on behalf of NCRTD and to maintain the NCRTD's midday service routes to Los Alamos County.

### Fiscal and Staff Impact/Planned Item

This is a regular planned item and is included in the Progress through Partnering program budget.

### Attachments

A - Memorandum of Understanding Between Los Alamos County and North Central Regional Transit District

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B - NCRTD Adoption of the FY17 Annual Service Plan submitted by the City of Santa Fe and Los Alamos County Providing for Specific Regional Routes Funded be NCRTD Regional Transit Gross Receipts Tax (RTGRT) Resolution No. 2016-33.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LOS ALAMOS COUNTY AND  
NORTH CENTRAL REGIONAL TRANSIT DISTRICT**

This **MEMORANDUM OF UNDERSTANDING** (the “MOU”) is entered into by and between the **Incorporated County of Los Alamos** (“County”) and the **North Central Regional Transit District** (“NCRTD”).

**WHEREAS**, the NCRTD is a political subdivision of the State of New Mexico; and

**WHEREAS**, the County is a political subdivision of the State of New Mexico and a member of the NCRTD; and

**WHEREAS**, the NCRTD is authorized to finance, construct, operate, maintain, and promote an efficient, sustainable, and multi-modal transportation system subject to compliance with the Regional Transit District Act (“Act”); and

**WHEREAS**, the NCRTD current membership includes the County of Los Alamos, the County of Santa Fe, the County of Rio Arriba, the County of Taos, the City of Santa Fe, the City of Espanola, the Town of Edgewood, the Town of Taos, the Pueblo of San Ildefonso, Pueblo of Pojoaque, Pueblo of Santa Clara, Pueblo of Nambe, Pueblo of Tesuque, and Pueblo of Ohkay Owingeh (the “NCRTD members”); and

**WHEREAS**, under regional partnership Cooperative Agreements, the County agreed to fund certain expenses and projects of the NCRTD; and

**WHEREAS**, beginning in federal fiscal year 2006, the County entered into MOUs directly with the NCRTD and has to date provided \$6,650,000 in funding, that was used for capital expenses, operational expenses, and to establish additional reserve funds, including matching federal dollars for NCRTD operations and transit projects for NCRTD; and

**WHEREAS**, the NCRTD desires additional funding for capital and operational expenses and to increase reserves, that the County is willing to provide under the County's regional partnership efforts; and

**WHEREAS**, the County wishes to continue partnering with the NCRTD under this MOU in order to promote an efficient, supportive, sustainable, and multi-modal transportation system, including services operated by the NCRTD staff and member entities; and

**WHEREAS**, the County fiscal year 2017 (FY17) budget, beginning July 1, 2016 and ending June 30, 2017, provides the NCRTD with \$350,000.

**NOW, THEREFORE**, for good and valuable consideration, including mutual covenants between the parties hereto the receipt of which is acknowledged, the parties do hereby agree as follows:

**A. PURPOSE.**

The purpose of this MOU is to provide \$350,000.00 in FY17 to the NCRTD for member local government matches of federal grants, additional reserve funds, and such other purposes as the NCRTD deems appropriate.

**B. SCOPE OF MOU.**

1. County agrees to provide to the NCRTD \$350,000.
2. The NCRTD agrees to utilize the funds provided under this MOU as matching funds for federal grants on behalf of NCRTD or its members and to maintain the NCRTD's midday service routes to Los Alamos County.
3. The NCRTD agrees to work with the County to evaluate how the service routes to Los Alamos could be changed to be better integrated with connecting routes and other service needs and to make any adjustments that are mutually agreeable to the County and NCRTD and financially feasible for NCRTD, based upon NCRTD's sole evaluation of financial feasibility.
4. The NCRTD agrees to work with the County to implement the FY17 Annual Service Plans submitted by the City of Santa Fe and Los Alamos County providing for specific regional routes funded by NCRTD Regional Transit Gross Receipts Tax (RTGRT) as adopted by Board Resolution No. 2016-33 on July 8, 2016.
5. The NCRTD agrees to strictly account for all the funds received under this MOU and under any prior MOU and to provide the County with a detailed quarterly report within thirty (30) days

after the close of the quarter, showing how the funds provided under this MOU were utilized. NCRTD also agrees to allow the audit of its books by the County or its independent auditor upon reasonable notice and during normal business hours to ensure such compliance.

**C. COSTS.**

All costs of the parties in implementing this MOU shall be borne by the respective parties.

**D. TERM AND EFFECTIVE DATE.**

This MOU shall be effective upon execution and shall expire on September 30, 2017.

**E. TERMINATION.**

This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Upon notice of termination any funds remaining unmatched by federal grants or unspent, shall be assessed for potential reallocation by the NCRTD.

**F. LIABILITY.**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOU. Each party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed a waiver, indemnity or to otherwise create or effect liabilities between the parties.

**G. THIRD-PARTY BENEFICIARIES.**

By entering into the MOU, the parties do not intend to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the MOU to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this MOU. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.

**H. NEW MEXICO TORT CLAIMS ACT.**

By entering into this MOU, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act,

Sections 41-4-1, et seq., NMSA (1978). This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this MOU modifies an/or waives any provision of the New Mexico Tort Claims Act.

**I. AMENDMENT.**

This MOU shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

**J. SEVERABILITY.**

In the event that any of the items or provisions herein are found to be in conflict with any applicable statute or rule of law or are otherwise held to be invalid, then such provision shall be deemed inoperative to the extent of such conflict or invalidity, and the remainder of the provisions shall, to the extent possible, remain in full force and effect.

**K. NOTICES.**

Any notices required to be given pursuant to this MOU shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

County:

NCRTD:

Public Works Director  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 160  
Los Alamos, New Mexico 87544

Executive Director  
North Central Regional Transit District  
1327 North Riverside Drive  
Espanola, New Mexico 87532

**L. AUTHORIZATION.**

The parties warrant that each signatory to this MOU has the appropriate authority and is authorized to execute this MOU on behalf of its respective party.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding on the dates set forth below.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI MAESTAS**  
**COUNTY CLERK**

**BY:**\_\_\_\_\_  
**DAVID IZRAELEVITZ**  
**COUNCIL CHAIR**  
**DATE**

**Approved as to form:**

\_\_\_\_\_  
**ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**NORTH CENTRAL REGIONAL TRANSIT  
DISTRICT**

**BY:**\_\_\_\_\_  
**DANIEL BARRONE**  
**NCRTD CHAIR**  
**DATE**



**North Central Regional Transit District (NCRTD)**

**Resolution No. 2016-33**

**ADOPTION OF THE FISCAL YEAR (FY) 17 ANNUAL SERVICE PLAN SUBMITTED BY  
THE CITY OF SANTA FE AND LOS ALAMOS COUNTY PROVIDING FOR SPECIFIC  
REGIONAL ROUTES FUNDED BY NCRTD REGIONAL TRANSIT GROSS RECEIPTS  
TAX (RTGRT)**

**WHEREAS**, the NCRTD was created through legislative enactment (chapter 65, signed March 21, 2003); and

**WHEREAS**, the NCRTD is a sub-division of the State of New Mexico; and

**WHEREAS**, the NCRTD was approved and certified by the New Mexico Department of Transportation Commission September 14, 2004; and

**WHEREAS**, the NCRTD was created by agreement between the City of Española, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County, Taos County and Tesuque Pueblo; and

**WHEREAS**, the NCRTD Financial Policies Adopted by Board Resolution No. 2011-10 on November 4, 2011 provide a definition of regional services which if approved by the Board of Directors and if recurring funds are available may be funded by the allocation of NCRTD RTGRT; and

**WHEREAS**, the NCRTD Financial Policies require that service plans from member entities that provide transit services and which have routes that will expand existing regional routes or add new regional routes must submit their Transit Service Plan and the proposed regional routes to be funded by NCRTD RTGRT to the Board of Directors for approval; and

**WHEREAS**, the City of Santa Fe and Los Alamos County operate their own transit systems and have had prior review and approval of the regional service routes contained in their transit service plans for FY 10, 11, 12, 13, 14,15, and 16; and

**WHEREAS**, the NCRTD Board of Directors approved on March 4, 2011 the standardization of the cost allocation methodology which is a nationally recognized method for determining administrative and operating costs associated with the delivery of transit routes and which is utilized by the City of Santa Fe, Los Alamos County and the NCRTD; and

**WHEREAS**, the NCRTD Board of Directors adopted Resolution No. 2013-04 on March 1, 2013 amending its Financial Policies to incorporate a formula for the annual allocation of RTGRT for existing regional services it approves on an annual basis; and

**WHEREAS**, the NCRTD Board of Directors has adopted a Fiscal Year 2017 budget utilizing the annual allocation formula for the apportionment of NCRTD RTGRT in the amount of \$993,300.00 for existing City of Santa Fe provided routes that have been deemed to meet the definition of regional services and which are incorporated into adopted City of Santa Fe Resolution No. 2016-38 Regional Service Transit Plan; and

**WHEREAS**, the NCRTD Board of Directors has also allocated in its Fiscal Year 2017 budget utilizing the annual allocation formula for the apportionment of NCRTD RTGRT in the amount of \$1,419,000.00 for existing Los Alamos County provided routes that have been deemed to meet the definition of regional services, which are incorporated into the Los Alamos County adopted 2016 Service Transit Plan; and

**WHEREAS**, the NCRTD Board of Directors requires that Atomic City Transit and Santa Fe Trails whom are recipients of regional services funding provide acknowledgement and notice to their patrons utilizing the regional transit routes and services funded with NCRTD RTGRT ongoing prominent signage of the source of funding for these services in a fashion acceptable to the NCRTD Executive Director or his Designee; and

**WHEREAS**, the NCRTD Board of Directors acknowledges adopted Santa Fe County Resolution No. 2016-58 and their conveyance letter submitting their recommended transit service plan to the North Central Regional Transit District which is inclusive of existing NCRTD provided routes servicing Santa Fe County; and

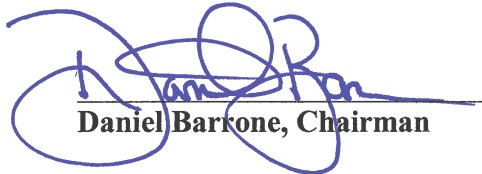
**WHEREAS**, the NCRTD's 2014 adopted Five (5) Year Service Plan identifies routes to be provided by the District and future routes to be provided when sufficient recurring revenues are available; and

**WHEREAS**, the NCRTD Board adopted resolution No. 2009-13 provides the standards and practices for the implementation of new service routes to be operated by the District; and,

**WHEREAS**, the NCRTD Board of Directors in adoption of its Fiscal Year 2017 budget has provided funding from various revenue sources for the provision of and continuation of all existing routes and trial routes provided by the NCRTD serving the Counties of Santa Fe, Rio Arriba, Taos and Los Alamos; and,

**NOW THEREFORE BE IT RESOLVED** by the NCRTD that the Board of Directors approves the regional service plans for Fiscal Year 2017 as submitted by the City of Santa Fe and Los Alamos County and acknowledges the Transit Service Plan and requests submitted by Santa Fe County.

**PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 8<sup>th</sup> DAY OF July, 2016.**

  
Daniel Barrone, Chairman

Approved as to form:

  
Peter Dwyer, Legal Counsel

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2016-38**

3 **INTRODUCED BY:**

4  
5 Councilor Joseph M. Maestas  
6  
7  
8  
9

10 **A RESOLUTION**

11 **ENDORSING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S FY 2017**  
12 **BUDGET PROPOSAL, APPROVING THE FY 2017 CITY OF SANTA FE REGIONAL**  
13 **TRANSIT PLAN AND DIRECTING STAFF TO SUBMIT THE CITY OF SANTA FE**  
14 **REGIONAL TRANSIT PLAN FOR FY 2017 TO THE NORTH CENTRAL REGIONAL**  
15 **TRANSIT DISTRICT BOARD OF DIRECTORS FOR CONSIDERATION AND APPROVAL.**  
16

17 **WHEREAS**, the North Central Regional Transit District (hereinafter referred to as  
18 "NCRTD") was created in 2004 by agreement between the City of Espanola, Los Alamos County,  
19 Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the  
20 City of Santa Fe, Santa Fe County and Tesuque Pueblo; and

21 **WHEREAS**, NCRTD Resolution 2008-14 states that "in order to create a truly effective and  
22 efficient regional transit system that cooperatively and equitably serves north central New Mexico,  
23 the NCRTD believes that the City of Santa Fe should be a member of the District"; and

24 **WHEREAS**, as a result of City of Santa Fe Resolution 2008-87, the City of Santa Fe joined  
25 the NCRTD and soon thereafter expanded City delivered transit services to provide connecting



1 transportation to and from the Rail Runner, through funding made available by the NCRTD; and

2 **WHEREAS**, the City's expanded services include:

- 3 • Santa Fe Trails Route 22, serving the New Mexico 599 Rail Runner station as well as
- 4 Rancho Viejo and Santa Fe Community College;
- 5 • Santa Fe Trails Routes 2 and 4, serving inbound and outbound Rail Runner trains at
- 6 South Capitol station;
- 7 • Additional enhanced, or "special service", provided to accommodate visitors and
- 8 residents alike, and meet increased demand for Rail Runner transfers, on Folk Art
- 9 Market, Spanish Market, and Indian Market weekends, as well as annual community
- 10 celebrations of Zozobra and the Canyon Road Farolito Walk;

11 **WHEREAS**, the existing services provided by Santa Fe Trails have been deemed to meet the

12 definition of regional services as adopted by the NCRTD Board and incorporated into its financial

13 policies as amended on November 4, 2011 by Board Resolution No. 2011-10; and

14 **WHEREAS**, the NCRTD has identified funding in their FY2017 budget proposal to keep the

15 aforementioned regional services, operated by the City, funded and running through FY2017; and

16 **WHEREAS**, the NCRTD will reimburse the City for said regional transit services, upon

17 receipt of invoices for service delivered, up to a FY 2017 total of \$993,300.00; and

18 **WHEREAS**, the City of Santa Fe agreed to pay up to \$25,000 to the NCRTD for the second

19 year of the pilot Mountain Trail 255 Route, which will be deducted from the reimbursement to Santa

20 Fe Trails on the first quarterly reimbursement request by the City.

21 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**

22 **CITY OF SANTA FE** that the Governing Body hereby endorses the proposed FY2016 NCRTD

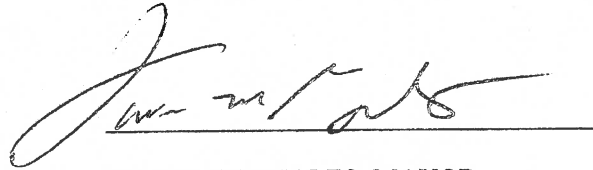
23 budget that continues to fund regional transit services, and will fund up to \$25,000 as identified

24 above, that the City of Santa Fe currently provides on behalf of the NCRTD, and that the

25 aforementioned routes compose and are approved as the City of Santa Fe Regional Transit Plan for

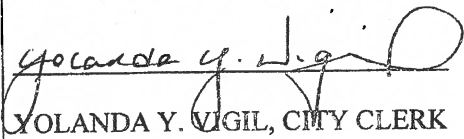
1 FY2017, and upon approval by the NCRTD Board of Directors, is incorporated in the NCRTD  
2 service plan.

3 PASSED, APPROVED, and ADOPTED this 11th day of May, 2016.

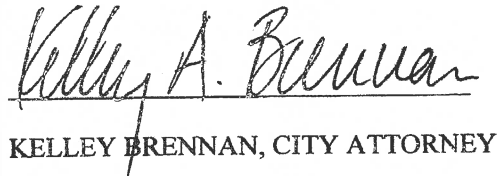
4  
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7 JAVIER GONZALES, MAYOR

8 ATTEST:

9  
10   
11 YOLANDA Y. VIGIL, CITY CLERK

12 APPROVED AS TO FORM:

13   
14 KELLEY BRENNAN, CITY ATTORNEY  
15  
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24

25 M/Legislation/Resolutions 2016/2016-38 NCRTD Transit FY2017

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 16-11**

**A RESOLUTION ENDORSING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S FY2017 BUDGET PROPOSAL, APPROVING THE FY2017 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN AND DIRECTING STAFF TO SUBMIT THE FY2017 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT BOARD OF DIRECTORS FOR CONSIDERATION AND APPROVAL**

**WHEREAS**, the North Central Regional Transit District (NCRTD) was created in 2004 by agreement between the City of Espanola, Incorporated County of Los Alamos, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County and Tesuque Pueblo; and

**WHEREAS**, the District has subsequently added Nambé Pueblo, Taos County, the Town of Taos and the Town of Edgewood to its membership; and San Juan Pueblo is now known as Ohkay Owingeh; and

**WHEREAS**, regional transit gross receipts tax redistributed by NCRTD is an important and significant local funding source for transit and NCRTD has developed a funding allocation formula that allocates funding for regional transit services to Los Alamos County (County); and

**WHEREAS**, NCRTD Resolution 2009-07 states that "the NCRTD Board has the authority and duty to monitor the use of funds it furnishes to members, to coordinate the overall transportation policy within its service area, and to account to the State of New Mexico for its activities;" and

**WHEREAS**, the coordination of service plans with NCRTD is primary to an effective regional transit system; and

**WHEREAS**, each member shall submit locally approved service plans to the NCRTD Board in order for such plans to be included in the NCRTD Regional Service Plan, to ensure that transit services funded by the regional transit gross receipts tax meet the criteria established by NCRTD Resolution 2011-10, as amended, and that regional transit services are effectively coordinated by NCRTD; and

**WHEREAS**, the existing services provided by the County have been deemed to meet the definition of "regional public transit" as adopted by the NCRTD Board and incorporated into its financial policies by NCRTD Resolution 2011-10, as amended; and

**WHEREAS**, NCRTD has identified funding in its FY2017 budget proposal to keep the aforementioned regional services, operated by the County, funded and running through FY2017; and

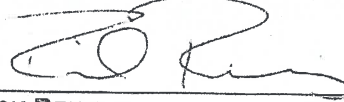
**WHEREAS**, NCRTD will reimburse the County for said regional transit services, upon receipt of invoices for services delivered, up to a FY2017 total of \$1,419,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS** that the Council hereby endorses the proposed FY2017 NCRTD budget that continues to fund regional transit services, as identified above, that the Incorporated County of Los Alamos currently provides on

behalf of NCRTD, and that the aforementioned regional services compose and are approved as the Los Alamos County Regional Transit Plan for FY2017, and upon approval by the NCRTD Board of Directors, are incorporated in the NCRTD Regional Service Plan.

**PASSED AND ADOPTED** this 14th day of June, 2016.

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



**RICK REISS  
COUNCIL CHAIR**

**ATTEST: (SEAL)**



**SHARON STOVER  
LOS ALAMOS COUNTY CLERK**



## Smithson, Kenneth

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**From:** Smithson, Kenneth  
**Sent:** Tuesday, May 31, 2016 11:35 AM  
**To:** Smithson, Kenneth  
**Subject:** FW: FY 17 GRT Allocation

**From:** Anthony Mortillaro [<mailto:anthonym@ncrtd.org>]  
**Sent:** Friday, April 01, 2016 8:41 AM  
**To:** Shelton, Philo <[philo.shelton@lacnm.us](mailto:philo.shelton@lacnm.us)>  
**Subject:** FY 17 GRT Allocation

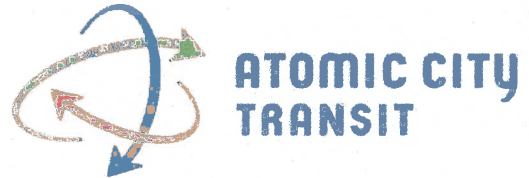
Hi Philo,

Just wanted to let you know that the proposed FY 17 RTD GRT allocation for the County is \$1,419,000 (slight increase from last year). I will need the submittal of the County's adopted FY 17 service plan and resolution no later than June 16. It would then be considered by the RTD Board at their July 10, meeting. Let me know if you have any questions.

Tony

Anthony J. Mortillaro  
Executive Director  
North Central Regional Transit District  
505-629-4713 (direct)  
505-690-7782 (cell)

The Unauthorized Disclosure or Interception of E-Mail is a Federal Crime. See 18 U.S.C. SEC 2517 (4). The information contained in this message may be privileged, confidential, and protected from disclosure. If you are not the intended recipient, or an employee, or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting from your computer. Opinions, conclusions, and other information in this message that do not relate to official North Central Regional Transit District (NCRTD) business are those of the sender and are neither given nor endorsed by the NCRTD.



**Los Alamos County (LAC) FY17 Service Plan  
Submitted to the North Central Regional Transit District (NCRTD)  
for the Distribution of Transit Gross Receipts Tax**

**Submitted June 14, 2016**

<b><u>Continuation of Existing NCRTD Funded Routes</u></b>	<b><u>FY17 Cost Estimates</u></b>
Route 2 White Rock (Park & Ride, White Rock & NCRTD Linked)	\$ 647,754
AM & PM Enhanced Services (Park & Ride and White Rock Linked)	\$ 693,163
Route 11 Afternoon Express (White Rock to Los Alamos)	\$ 55,453
<b>Continuation of Existing NCRTD Routes:</b>	<b>\$ 1,396,370</b>

**LAC FY17 Billable Capital**

A combination of Local Share of Grant Capital Awards (Vehicles, Bus Shelters & Bus Stops, AVA System, Upgrades to Bus Shelters, and Bus Stop Improvements).

**\$ 288,000**

**FY17 ESTIMATED BILLABLE: \$ 1,684,370**

FY17 NCRTD GRT BUDGETED FOR LAC: \$ 1,419,000  
Estimated Amount Underfunded in FY17: \$ (265,370)

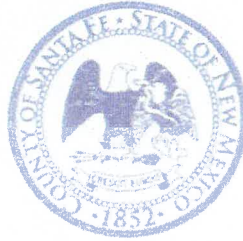
**Notes:** Cost of routes and capital listed are estimates. Routes will be billed on a quarterly basis using the Allocated Cost Method, which allocates actual expenses by actual miles, hours, and vehicles. Actual costs of capital will be billed on a quarterly basis.



**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*

June 2, 2016

Anthony J. Mortillaro, Executive Director  
North Central Regional Transit District  
1327 N. Riverside Drive  
Española, NM 87532

Dear Mr. Mortillaro:

This letter is to respectfully submit Resolution No. 2016-58 from the Santa Fe County Board of Commissioners (BCC) that adopts the FY 2017 Santa Fe County Transit Plan. This Resolution also directs staff to forward the plan to the North Central Regional Transit District (NCRTD). The 2017 Santa Fe County Transit Plan was reviewed and approved at the May 31, 2016 BCC meeting and is included as Exhibit A to the Resolution.

The Commission had several comments in relation to the presentation on the NCRTD Long Range Service Plan at the May 31 BCC meeting. These comments are listed below.

The Commission requests NCRTD consider providing transit service in the Glorieta-Canoncito area in the short term rather than in the 20 year time frame of the NCRTD Long Range Service Plan. A transit route in this area would provide service to residents in the County's east central area, users of the Senior Center and Meals On Wheels program, and commuters who travel east to Santa Fe for work.

The Commission also requested NCRTD expand the current Turquoise Trail service to include morning and evening peak times for the Cerrillos/Madrid/south NM14 area to accommodate resident commuters.

If you have questions or concerns on any of the above please contact Ray Matthew, Transportation Planner, at 995-2775.

Sincerely,

Tony E. Flores  
Deputy County Manager, Santa Fe County

Attachment: SFC BCC Resolution No. 2016-58

**SANTA FE COUNTY  
RESOLUTION NO. 2016-****58****A RESOLUTION TO ADOPT THE SANTA FE COUNTY TRANSIT SERVICE  
PLAN FOR FY 2017 AND TO DIRECT STAFF TO SUBMIT THAT TRANSIT  
SERVICE PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT  
DISTRICT**

**WHEREAS**, Santa Fe County Resolution 2003-108 states that multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health;

**WHEREAS**, the North Central Regional Transit District (NCRTD) was created by agreement of the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County (the County) and Tesuque Pueblo in 2004;

**WHEREAS**, Santa Fe County Ordinance 2008-14 which imposed a County Regional Transit Gross Receipts Tax of one eighth of one percent (.125%) states that "Revenue from the county regional transit gross receipts tax will be used for the management, construction or operation of a public transit system or for specific public transit projects or services pursuant to the Regional Transit District Act;

**WHEREAS**, the NCRTD considers Santa Fe County to be a critical participant in the regional transportation strategy and is willing to work closely with the County to assure that regional transportation needs are met and that the Rail Runner continues to be a well-used mode of public transportation;

**WHEREAS**, the 2015 Santa Fe County General Plan, the Sustainable Growth Management Plan, adopted by the Board of County Commissioners by Resolutions 2015-155 states under Policy 33.3 "Coordinate with RTD and other entities to evaluate public transit routes and enhance existing transit services (both to existing areas and to areas of new development) to match population demands and future growth to provide an efficient alternative to personal vehicle use;"

**WHEREAS**, for FY 2016 the NCRTD funded various transportation routes within Santa Fe County contained in the FY 2016 regional transit plan submitted to the NCRTD on behalf of the County and the City of Santa Fe;

**WHEREAS**, the NCRTD adopted a 2014 Transit Service Plan Update which was a five year plan identifying new services and future services and the routes described in the FY 2017 Santa Fe County Regional Transit Service Plan are consistent with that five year plan;



**WHEREAS**, the NCRTD Board is requesting a FY2017 Santa Fe County Regional Transit Service Plan by June 16, of 2016 and this resolution is designed to respond to that request;

**WHEREAS**, Santa Fe County has considered the existing NCRTD Service Plan and the proposed NCRTD budget for FY2017 which indicates that there is sufficient funding to continue to provide service for all routes currently being funded by the regional gross receipts tax dollars and other federal grant money, including all of the existing routes in Santa Fe County; and

**WHEREAS**, the NCRTD FY 2017 budget includes two pilot routes which were included in the NCRTD FY 2016 budget, the La Cienega/Las Golondrinas route and the Santa Fe Ski Basin (Mountain Trail) route; and

**WHEREAS**, the Board of County Commissioners of Santa Fe County (BCC) desires for staff to submit to the NCRTD a Santa Fe County Regional Transit Plan including all routes currently being served in the County as well as the two new pilot routes.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The BCC hereby adopts the FY 2017 Santa Fe County Regional Transit Plan attached hereto as Exhibit A;
2. The BCC hereby directs staff to submit the FY 2017 Santa Fe County Regional Transit Plan to the NCRTD.

**PASSED, APPROVED AND ADOPTED THIS 31<sup>st</sup> DAY OF MAY, 2016**

**SANTA FE BOARD OF COUNTY COMMISSIONERS**

Miguel M. Chavez  
Miguel M. Chavez, Chair

**ATTEST:**

Geraldine Salazar  
Geraldine Salazar, Santa Fe County Clerk



**APPROVED AS TO FORM:**

Gregory S. Shaffer  
Gregory S. Shaffer, County Attorney

## Exhibit A

## Santa Fe County Transit Plan for FY 2017

ROUTES FUNDED BY NCRTD IN SANTA FE COUNTYROUTES FUNDED BY NCRTD - OPERATED BY SANTA FE TRAILS:

ROUTE 2 SHERIDAN ST., CERRILOS RD, SANTA FE PLACE  
 ROUTE 4 SHERIDAN ST., ST. FRANCIS, SANTA FE PLACE  
 ROUTE 22 - IALA/SFCC, SUPER WALMART, NM 599 RR STATION  
 SANTA FE PICK-UP -SPECIALS, DOWNTOWN LOOP SHUTTLE

ROUTES FUNDED AND OPERATED BY NCRTD

ROUTE 150 CHIMAYO  
 ROUTE 160 SANTA CLARA  
 ROUTE 200 ESPANOLA TO SANTA FE  
 ROUTE 210 POJOAQUE -NAMBE TRIBAL  
 ROUTE 220 TESUQUE TRIBAL  
 ROUTE 230 SAN ILDEFONSO TRIBAL  
 ROUTE 270 TURQUOISE TRAIL/NM599  
 ROUTE 280 ELDORADO TO SANTA FE  
 ROUTE 290 EDGEWOOD TO SANTA FE  
 ROUTE 400 LOS ALAMOS TO POJOAQUE

NEW PILOT TRANSIT ROUTES IN SANTA FE COUNTY

## ROUTE 260 LA CIENEGA/LAS GOLONDRINAS

Service began 3/28/2016, 6 month pilot route service scheduled to run to  
 November 25, 2016. (Thereafter NCRTD will evaluate for continuation of service or  
 any service changes.)

## ROUTE 255 MOUNTAIN TRAIL (SANTA FE SKI BASIN SHUTTLE

Service from 9/26/2015 to 4/3/2016, resumes 7/1/2016 to 8/3/2017. (Thereafter  
 NCRTD will evaluate for continuation of service or any service changes.)

COUNTY OF SANTA FE )  
 STATE OF NEW MEXICO ) ss

BCC RESOLUTIONS  
 PAGES: 3

I Hereby Certify That This Instrument Was Filed for  
 Record On The 1ST Day Of June, 2016 at 08:50:46 AM  
 and Was Duly Recorded as Instrument # 1795112  
 of The Records Of Santa Fe County

Deputy *Geraldine Salazar*  
 Witness My Hand And Seal Of Office  
 Geraldine Salazar  
 County Clerk, Santa Fe, NM



102 Grant Avenue

P.O. Box 276

Santa Fe, New Mexico 87504-1985

www.santafecountynm.gov



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** D.

**Index (Council Goals):** \* 2016 Council Goal – Quality Governance – Operational Excellence – Invest in Staff Development to Create a High Performing Organization

**Presenters:** Denise Cassel, Human Resources Manager

**Legislative File:** 8990-17

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### Title

Amendment to the FY17 Classification and Compensation Plan.

### Recommended Action

**I move that Council approve the amendments to the FY2017 Compensation and Classification Plan, adding salary grades for the Transit Operator Trainee and the Assistant to the Utilities Manager positions.**

### County Manager's Recommendation

The County Manager recommends that Council approve the Transit Operator Trainee as requested.

### ..Utilities Manager's Recommendation

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

The Utilities Manager recommends that Council approve the Assistant to the Utilities Manager as requested.

### Body

The Department of Public Works has determined a need for a new position titled Transit Operator Trainee - an entry level position in the Transit Operator series. This request arises from the need to seasonally hire Transit Operators, especially for the Bandelier route. The Bandelier recruitment usually occurs in January in order to allow for the training period prior to the season kick off.

The process of becoming a fully trained, functional Transit Operator requires multiple steps and typically takes three to four months before a new hire can be scheduled as a fully functional, independent driver. New Transit Operators require County training and they typically have to obtain their commercial driver's license. The proposed Trainee position would create a true entry level position with minimal experience required. They would come in at a lower grade while they are in training and gaining specific experience as a Transit Trainee. With the addition of this proposed Trainee level position, the Transit Operator job description has also been modified to require one year of transit specific experience in lieu of one year of customer service experience.

The Department of Public Utilities has identified the necessity for a new position; an Assistant to the Utilities Manager. This position would facilitate and coordinate more effective operations by providing high-level administrative assistance in combination with process and business analysis and improvements. The position will be able to act as a functional lead on projects integrating the divisions within Utilities to advance departmental performance

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improvement.

After an internal review by Human Resources Staff, the proposed grade placement for the Transit Operator Trainee is a grade 112, non-exempt, with a range of \$13.29 per hour up to \$19.59. The proposed grade for Assistant to the Utilities Manager is a grade 124, non-exempt with a range of \$23.86 per hour up to \$35.18.

#### **Alternatives**

Council could choose to not approve the amendments to the FY2017 Compensation and Classification Plan or Council could approved the plan with amendments.

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

No new FTEs or funding is being requested as part of the proposed amendments to the FY2017 Compensation and Classification Plan. The minor estimated cost increase for the Utilities Department is within the current fiscal budget and will be appropriately budgeted for in the future. The Public Works Department has already anticipated and prepared for the hiring of Transit Operators for the Bandelier route and it is anticipated they will experience a cost savings if this action is approved.

#### **Attachments**

A - FY2017 Compensation and Classification Plan

B - Transit Operator Trainee Job Description

C - Assistant to the Utilities Manager

**Los Alamos County  
FY17 Salary Plan  
Job Class Order**

ATTACHMENT A

Class Code	Change	Occupational Job Families and Job Classes	--Proposed--					Change In Grade	Exempt/ Non-Exempt
			Curr Grade	New Grade	Minimum	Midpoint	Maximum		

↓ asterix=benchmarked job, gray=previously approved change, red=new change

**Executive Management/At-Will Series**

1002		Deputy County Manager	308	308	\$128,568	\$159,046	\$189,525		EX
4001	*	Police Chief	306	306	\$116,615	\$144,260	\$171,905		EX
5001	*	Fire Chief	306	306	\$116,615	\$144,260	\$171,905		EX
6006		Public Works Director	304	304	\$105,773	\$130,848	\$155,922		EX
1004		Community Services Director	304	304	\$105,773	\$130,848	\$155,922		EX
3500		Community Development Director	304	304	\$105,773	\$130,848	\$155,922		EX

**Elected Offices Series**

**Assessment**

1201	*	Chief Deputy Assessor	207	207	\$61,842	\$76,502	\$91,163		EX
1202		Chief Appraiser	201	201	\$46,147	\$57,087	\$68,026		EX
1210	*	Appraiser	121	121	\$42,877	\$53,042	\$63,206		NE
1204		Senior Assessment Specialist	120	120	\$40,836	\$50,516	\$60,197		NE
1205	*	Assessment Specialist	118	118	\$37,039	\$45,820	\$54,600		NE
1206		Apprentice Appraiser	115	115	\$31,996	\$39,581	\$47,166		NE

**Attorney's**

1903		Deputy County Attorney	302	302	\$95,939	\$118,682	\$141,426		EX
1902		Assistant County Attorney	301	301	\$91,370	\$113,030	\$134,691		EX
1904		Associate County Attorney	211	211	\$75,170	\$92,990	\$110,810		EX
1911		Legal Assistant II	124	124	\$49,636	\$61,403	\$73,169		NE
1910	*	Legal Assistant I	122	122	\$45,021	\$55,694	\$66,367		NE

**Clerk's Office**

1231	*	Chief Deputy Clerk	207	207	\$61,842	\$76,502	\$91,163		EX
1233		Elections Manager	123	123	\$47,272	\$58,479	\$69,685		NE
1232	*	Senior Deputy Clerk	121	121	\$42,877	\$53,042	\$63,206		NE
1235	*	Deputy Clerk	119	119	\$38,891	\$48,111	\$57,330		NE

**Municipal Court**

4401	*	Court Administrator	207	207	\$61,842	\$76,502	\$91,163		EX
4402	*	Probation Officer	122	122	\$45,021	\$55,694	\$66,367		NE
4403	*	Court Clerk	118	118	\$37,039	\$45,820	\$54,600		NE

**Sheriff's Office**

1087		Deputy Sheriff	115	115	\$31,996	\$39,581	\$47,166		NE
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**Administrative Services Series**

**Public Information**

1101		Communications & PR Administrator	212	212	\$78,929	\$97,640	\$116,351		EX
7003	*	Public Relations Manager	210	210	\$71,590	\$88,561	\$105,532		EX
1113	*	Visual Information Specialist	122	122	\$45,021	\$55,694	\$66,367		NE

**Management Support**

1007		Assistant to County Manager	213	213	\$82,875	\$102,521	\$122,168		EX
1010		Business & ERP Manager	213	213	\$82,875	\$102,521	\$122,168		EX
1600	*	Budget & Performance Manager	212	212	\$78,929	\$97,640	\$116,351		EX
1605		Senior Budget Analyst	210	210	\$71,590	\$88,561	\$105,532		EX
1111		Senior Management Analyst	210	210	\$71,590	\$88,561	\$105,532		EX
1103	*	Management Analyst	207	207	\$61,842	\$76,502	\$91,163		EX

**Los Alamos County  
FY17 Salary Plan  
Job Class Order**

ATTACHMENT A

Class Code	Change	Occupational Job Families and Job Classes	--Proposed--				Change In Grade	Exempt/ Non-Exempt
			Curr Grade	New Grade	Minimum	Midpoint	Maximum	

↓ asterix=benchmarked job, gray=previously approved change, red=new change

**Administrative Services Series Continued**

**Administrative Support**

1107		Emergency Management Specialist		120	\$40,836	\$50,516	\$60,197	NE
1110		RIM Program Manager	211	211	\$75,170	\$92,990	\$110,810	EX
2201	*	Office Manager	203	203	\$50,877	\$62,938	\$74,999	EX
1115		Senior RIM Specialist	120	120	\$40,836	\$50,516	\$60,197	NE
2305	*	Senior Office Specialist	120	120	\$40,836	\$50,516	\$60,197	NE
1114		RIM Specialist	117	117	\$35,275	\$43,638	\$52,000	NE
2307	*	Office Specialist	117	117	\$35,275	\$43,638	\$52,000	NE
4207		Records Specialist	115	115	\$31,996	\$39,581	\$47,166	NE
7115	New	Assistant to the Utilities Manager		124	\$49,636	\$61,403	\$73,169	NE

**Information Technology**

1301	*	Chief Information Officer	303	303	\$100,736	\$124,617	\$148,497	EX
1323		IT Program Manager	214	214	\$87,019	\$107,648	\$128,277	EX
1325		IT Project Manager	213	213	\$82,875	\$102,521	\$122,168	EX
1326		Database Administrator	212	212	\$78,929	\$97,640	\$116,351	EX
1320		Senior Systems Administrator	211	211	\$75,170	\$92,990	\$110,810	EX
1305		Senior Application Analyst/Developer	210	210	\$71,590	\$88,561	\$105,532	EX
1318		Senior Network Engineer	209	209	\$68,181	\$84,344	\$100,507	EX
1321		Systems Administrator	209	209	\$68,181	\$84,344	\$100,507	EX
1324		Technical Services Manager	209	209	\$68,181	\$84,344	\$100,507	EX
1306	*	Application Analyst/Developer	207	207	\$61,842	\$76,502	\$91,163	EX
1319		Systems & Network Administrator	207	207	\$61,842	\$76,502	\$91,163	EX
1322		Telecomm Network Specialist	126	126	\$54,723	\$67,696	\$80,669	NE
1316		Senior Technical Support Specialist	125	125	\$52,118	\$64,473	\$76,828	NE
1309	*	Technical Support Specialist	122	122	\$45,021	\$55,694	\$66,367	NE
1328		IT Intern	115	115	\$31,996	\$39,581	\$47,166	NE

**Financial & Supply Management**

1401		Chief Financial Officer	303	303	\$100,736	\$124,617	\$148,497	EX
1404		Deputy Chief Financial Officer	214	214	\$87,019	\$107,648	\$128,277	EX
1402	*	Accounting Operations Manager	212	212	\$78,929	\$97,640	\$116,351	EX
1700	*	Chief Purchasing Officer	211	211	\$75,170	\$92,990	\$110,810	EX
1812	*	Payroll Coordinator	207	207	\$61,842	\$76,502	\$91,163	EX
1501		Senior Accountant	206	206	\$58,897	\$72,859	\$86,821	EX
1502	*	Accountant	204	204	\$53,421	\$66,085	\$78,749	EX
1709	*	Senior Buyer - Planner	204	204	\$53,421	\$66,085	\$78,749	EX
1511		Accounts Payable Coordinator	124	124	\$49,636	\$61,403	\$73,169	NE
1809		Payroll Specialist	124	124	\$49,636	\$61,403	\$73,169	NE
1702		Buyer-Planner	123	123	\$47,272	\$58,479	\$69,685	NE
1512		Accounts Payable Specialist	121	121	\$42,877	\$53,042	\$63,206	NE
1704	*	Senior Supply Specialist	118	118	\$37,039	\$45,820	\$54,600	NE
1706		Supply Specialist	116	116	\$33,595	\$41,560	\$49,524	NE

**Human Resources**

1801	*	Human Resources Manager	303	303	\$100,736	\$124,617	\$148,497	EX
1806	*	Assistant Human Resources Manager	211	211	\$75,170	\$92,990	\$110,810	EX
1810	*	HRIS Manager	211	211	\$75,170	\$92,990	\$110,810	EX
1807		Compensation Analyst	210	210	\$71,590	\$88,561	\$105,532	EX
1813	*	Benefits & Pension Manager	210	210	\$71,590	\$88,561	\$105,532	EX
2001	*	Risk Manager	210	210	\$71,590	\$88,561	\$105,532	EX
1803	*	Training Manager	208	208	\$64,934	\$80,327	\$95,721	EX
2002	*	Safety Coordinator	207	207	\$61,842	\$76,502	\$91,163	EX
1804	*	Senior Human Resources Technician	124	124	\$49,636	\$61,403	\$73,169	NE
1805	*	Human Resources Technician	121	121	\$42,877	\$53,042	\$63,206	NE

**Los Alamos County  
FY17 Salary Plan  
Job Class Order**

ATTACHMENT A

Class Code	Change	Occupational Job Families and Job Classes	--Proposed--				Change In Grade	Exempt/ Non-Exempt
			Curr Grade	New Grade	Minimum	Midpoint	Maximum	

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**Community & Economic Development Series**

**Economic Development**

1120	*	Economic Vitality Administrator	214	214	\$87,019	\$107,648	\$128,277	EX
1109		Marketing Specialist	205	205	\$56,092	\$69,389	\$82,686	EX

**Community Development**

3505	*	Housing & Special Projects Manager	211	211	\$75,170	\$92,990	\$110,810	EX
3502	*	Building Safety Manager	209	209	\$68,181	\$84,344	\$100,507	EX
3519		Principal Planner	209	209	\$68,181	\$84,344	\$100,507	EX
3510	*	Senior Planner	207	207	\$61,842	\$76,502	\$91,163	EX
3516		Associate Planner	204	204	\$53,421	\$66,085	\$78,749	EX
3509		Senior Building Inspector	124	124	\$49,636	\$61,403	\$73,169	NE
3518		Senior Permit Technician	123	123	\$47,272	\$58,479	\$69,685	NE
3515	*	Building Inspector	122	122	\$45,021	\$55,694	\$66,367	NE
3507		Code Enforcement Inspector	122	122	\$45,021	\$55,694	\$66,367	NE
3517		Assistant Planner	121	121	\$42,877	\$53,042	\$63,206	NE
3508		Permit Technician	121	121	\$42,877	\$53,042	\$63,206	NE

**Community Services Series**

**Library**

3002	*	Library Manager	212	212	\$78,929	\$97,640	\$116,351	EX
3004		Assistant Library Manager	208	208	\$64,934	\$80,327	\$95,721	EX
3210		Senior Librarian	206	206	\$58,897	\$72,859	\$86,821	EX
3211		Librarian	204	204	\$53,421	\$66,085	\$78,749	EX
3003		Program Specialist	122	122	\$45,021	\$55,694	\$66,367	NE
3203		Senior Library Specialist	119	119	\$38,891	\$48,111	\$57,330	NE
3204	*	Library Specialist	117	117	\$35,275	\$43,638	\$52,000	NE
3205		Senior Library Technician	114	114	\$30,472	\$37,696	\$44,920	NE
3207		Community Services Monitor	114	114	\$30,472	\$37,696	\$44,920	NE
3206		Library Technician	112	112	\$27,639	\$34,191	\$40,743	NE

**Parks & Recreation Program**

3010	*	Parks, Recreation & Open Space Manager	301	301	\$91,370	\$113,030	\$134,691	EX
3005	*	Golf Course Manager	208	208	\$64,934	\$80,327	\$95,721	EX
3421	*	Recreation Program Manager	208	208	\$64,934	\$80,327	\$95,721	EX
3102		Head Golf Professional	203	203	\$50,877	\$62,938	\$74,999	EX
3402		Aquatics Coordinator	122	122	\$45,021	\$55,694	\$66,367	NE
3103		Asst Golf/Ice Rink Professional	121	121	\$42,877	\$53,042	\$63,206	NE
2203		Recreational CS Supervisor	120	120	\$40,836	\$50,516	\$60,197	NE
3404		Lifeguard Supervisor	120	120	\$40,836	\$50,516	\$60,197	NE
3411		Recreation Specialist	120	120	\$40,836	\$50,516	\$60,197	NE
3409		Senior Recreation Leader	118	118	\$37,039	\$45,820	\$54,600	NE
3410	*	Recreation Leader	117	117	\$35,275	\$43,638	\$52,000	NE
3406		Senior Lifeguard	117	117	\$35,275	\$43,638	\$52,000	NE
2204		Senior Recreation CS Associate	115	115	\$31,996	\$39,581	\$47,166	NE
3403	*	Lifeguard	115	115	\$31,996	\$39,581	\$47,166	NE
2205		Recreational CS Associate	113	113	\$29,021	\$35,901	\$42,781	NE

**Parks & Recreation Maintenance**

6310	*	Parks Superintendent	208	208	\$64,934	\$80,327	\$95,721	EX
6313		Open Space Specialist	206	206	\$58,897	\$72,859	\$86,821	EX
3107	*	GC Maintenance Superintendent	204	204	\$53,421	\$66,085	\$78,749	EX
6314		Assistant Parks Superintendent	124	124	\$49,636	\$61,403	\$73,169	NE
3108		GC/Recreation Maint Asst Super	120	120	\$40,836	\$50,516	\$60,197	NE
3104		GC Maintenance Mechanic	118	118	\$37,039	\$45,820	\$54,600	NE
3405		Aquatics Maintenance Specialist	118	118	\$37,039	\$45,820	\$54,600	NE
6303		Parks Maintenance Construction Spec III	119	119	\$38,891	\$48,111	\$57,330	NE
6304	*	Parks Maintenance Construction Spec II	116	116	\$33,595	\$41,560	\$49,524	NE
6311		Parks Maintenance Construction Spec I	114	114	\$30,472	\$37,696	\$44,920	NE

**Los Alamos County  
FY17 Salary Plan  
Job Class Order**

ATTACHMENT A

Class Code	Change	Occupational Job Families and Job Classes	--Proposed--					Change In Grade	Exempt/ Non-Exempt
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**Community Services Series Continued**

**Social Services**

3301		Social Services Manager	210	210	\$71,590	\$88,561	\$105,532		EX
3302	*	Case Coordination Specialist	203	203	\$50,877	\$62,938	\$74,999		EX
3303		Health Care Specialist	120	120	\$40,836	\$50,516	\$60,197		NE

**Public Safety Series**

**Police Administration**

4010		Senior Evidence & Training Technian	119	119	\$38,891	\$48,111	\$57,330		NE
4011	*	Evidence & Training Technician	117	117	\$35,275	\$43,638	\$52,000		NE

**Police Command**

4004		Deputy Police Chief	302	302	\$95,939	\$118,682	\$141,426		EX
4005		Police Commander	213	213	\$82,875	\$102,521	\$122,168		EX
4006		Emergency Services Commander	213	213	\$82,875	\$102,521	\$122,168		EX

**Police Dispatch**

4208	*	CDC Manager	207	207	\$61,842	\$76,502	\$91,163		EX
4203		Dispatch Shift Supervisor	123	123	\$47,272	\$58,479	\$69,685		NE
4204	*	Dispatcher II	120	120	\$40,836	\$50,516	\$60,197		NE
4205	*	Dispatcher I	118	118	\$37,039	\$45,820	\$54,600		NE

**Police Detention**

4301		Detention Administrator	211	211	\$75,170	\$92,990	\$110,810		EX
4307		Detention Sergeant	127	127	\$57,460	\$71,081	\$84,703		NE
4302	*	Detention Corporal	124	124	\$49,636	\$61,403	\$73,169		NE
4303	*	Detention Officer	118	118	\$37,039	\$45,820	\$54,600		NE

**Animal Control**

4306		Public Service Aide Supervisor	121	121	\$42,877	\$53,042	\$63,206		NE
4308		Animal Shelter Manager	121	121	\$42,877	\$53,042	\$63,206		NE
4304		Senior Public Service Aide	117	117	\$35,275	\$43,638	\$52,000		NE
4305	*	Public Service Aide	115	115	\$31,996	\$39,581	\$47,166		NE

**Fire Command**

5002	*	Deputy Fire Chief	302	302	\$95,939	\$118,682	\$141,426		EX
5004	*	Fire Battalion Chief	212	212	\$78,929	\$97,640	\$116,351		EX

**Fire Operations**

5106		Fire Cadet	114	114	\$30,472	\$37,696	\$44,920		NE
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**Fire Administration**

5007		Safeguards & Security & LR Manager	214	214	\$87,019	\$107,648	\$128,277		EX
5009		EMS Training Coordinator	209	209	\$68,181	\$84,344	\$100,507		EX
5011		Senior F&LS Coordinator	124	124	\$49,636	\$61,403	\$73,169		NE
5010		Fire & Life Safety Coordinator	122	122	\$45,021	\$55,694	\$66,367		NE
2102		F&LS Technology Specialist	121	121	\$42,877	\$53,042	\$63,206		NE



**Los Alamos County  
FY17 Salary Plan  
Job Class Order**

ATTACHMENT A

			--Proposed --					Change In Grade	Exempt/ Non-Exempt
Class Code	Change	Occupational Job Families and Job Classes	Curr Grade	New Grade	Minimum	Midpoint	Maximum		
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Public Works Series									
Airport									
1108		Airport Manager	209	209	\$68,181	\$84,344	\$100,507		EX
Public Works Engineering									
6001		Deputy Public Works Director	302	302	\$95,939	\$118,682	\$141,426		EX
6007	*	County Engineer	214	214	\$87,019	\$107,648	\$128,277		EX
6003	*	Chief Surveyor	210	210	\$71,590	\$88,561	\$105,532		EX
Facilities									
6201		Facilities Manager	209	209	\$68,181	\$84,344	\$100,507		EX
6210	*	Facilities Services Manager	206	206	\$58,897	\$72,859	\$86,821		EX
6204		Construction Specialist III	123	123	\$47,272	\$58,479	\$69,685		NE
6205	*	Construction Specialist II	120	120	\$40,836	\$50,516	\$60,197		NE
6206		Construction Specialist I	117	117	\$35,275	\$43,638	\$52,000		NE
6211		Lead Custodian	113	113	\$29,021	\$35,901	\$42,781		NE
6212	*	Custodian	111	111	\$26,323	\$32,563	\$38,803		NE
Environmental Services									
6601	*	Environmental Svcs Manager	209	209	\$68,181	\$84,344	\$100,507		EX
6602		Environmental Svcs Superintendent	206	206	\$58,897	\$72,859	\$86,821		EX
6604		Asst Environmental Svcs Superintendent	125	125	\$52,118	\$64,473	\$76,828		NE
6603		Environmental Svcs Specialist	202	202	\$48,454	\$59,941	\$71,427		EX
6605		Scale Operator	119	119	\$38,891	\$48,111	\$57,330		NE
6606		Environmental Svcs Trainee	112	112	\$27,639	\$34,191	\$40,743		NE
Fleet									
6101		Fleet Manager	210	210	\$71,590	\$88,561	\$105,532		EX
6102		Fleet Supervisor	205	205	\$56,092	\$69,389	\$82,686		EX
6103		Fleet Shop Foreman	122	122	\$45,021	\$55,694	\$66,367		NE
6104	*	Fleet Mechanic II	120	120	\$40,836	\$50,516	\$60,197		NE
6105		Fleet Mechanic I	114	114	\$30,472	\$37,696	\$44,920		NE
Traffic & Street Operations									
6701		Traffic & Streets Mgr/Traffic Engineer	213	213	\$82,875	\$102,521	\$122,168		EX
6702		Traffic Manager	208	208	\$64,934	\$80,327	\$95,721		EX
6501		Street Maintenance Superintendent	206	206	\$58,897	\$72,859	\$86,821		EX
6510		Assistant Street Superintendent	125	125	\$52,118	\$64,473	\$76,828		NE
6708		Traffic Electrician III	124	124	\$49,636	\$61,403	\$73,169		NE
6703	*	Traffic Electrician II	122	122	\$45,021	\$55,694	\$66,367		NE
6707		Transportation Safety Specialist	122	122	\$45,021	\$55,694	\$66,367		NE
6706		Traffic Electrician I	120	120	\$40,836	\$50,516	\$60,197		NE
6704		Sign/Marking Tech III	118	118	\$37,039	\$45,820	\$54,600		NE
6705	*	Sign/Marking Tech II	116	116	\$33,595	\$41,560	\$49,524		NE
6709		Sign/Marking Tech I	114	114	\$30,472	\$37,696	\$44,920		NE
Transit Operations									
6719	*	Transit Manager	209	209	\$68,181	\$84,344	\$100,507		EX
6710	*	Transit Supervisor	204	204	\$53,421	\$66,085	\$78,749		EX
6714		Transit CS Rep/Dispatcher III	119	119	\$38,891	\$48,111	\$57,330		NE
6711		Lead Transit Operator	118	118	\$37,039	\$45,820	\$54,600		NE
6715		Transit CS Rep/Dispatcher II	117	117	\$35,275	\$43,638	\$52,000		NE
6712		Transit Operator II	116	116	\$33,595	\$41,560	\$49,524		NE
6716		Transit CS Rep/Dispatcher I	115	115	\$31,996	\$39,581	\$47,166		NE
6713	*	Transit Operator I	114	114	\$30,472	\$37,696	\$44,920		NE
6720	New	Transit Operator Trainee		112	\$27,639	\$34,191	\$40,743		NE

**Los Alamos County  
FY17 Salary Plan  
Job Class Order**

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Class Code	Change	Occupational Job Families and Job Classes	--Proposed--					Change In Grade	Exempt/ Non-Exempt
			Curr Grade	New Grade	Minimum	Midpoint	Maximum		

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**Public Works & Utilities Series**

**Operations**

8011		Lead Equipment Operator	123	123	\$47,272	\$58,479	\$69,685		NE
8012	*	Senior Equipment Operator	121	121	\$42,877	\$53,042	\$63,206		NE
8013		Equipment Operator	118	118	\$37,039	\$45,820	\$54,600		NE
8014	*	Laborer	110	111	\$26,323	\$32,563	\$38,803	1	73

**Capital Projects**

6802		Projects Manager	211	211	\$75,170	\$92,990	\$110,810		EX
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**Engineering**

8001		Senior Engineer	213	213	\$82,875	\$102,521	\$122,168		EX
8002		Engineering Project Manager	211	211	\$75,170	\$92,990	\$110,810		EX
8003	*	Engineering Associate	208	208	\$64,934	\$80,327	\$95,721		EX
8006		Engineering Assistant	204	204	\$53,421	\$66,085	\$78,749		EX
8004		Senior Engineering Aide	122	122	\$45,021	\$55,694	\$66,367		NE
8005	*	Engineering Aide	120	120	\$40,836	\$50,516	\$60,197		NE
8007		Engineering Intern	115	115	\$31,996	\$39,581	\$47,166		NE

**Utilities Series**

**Utility Management**

7006		Deputy Utility Mgr - GWS	303	303	\$100,736	\$124,617	\$148,497		EX
7013		Deputy Utility Mgr - Power Supply	303	303	\$100,736	\$124,617	\$148,497		EX
7007		Deputy Utility Mgr - Finance and Admn	303	303	\$100,736	\$124,617	\$148,497		EX
7008	*	Deputy Utility Mgr - Engineering	302	302	\$95,939	\$118,682	\$141,426		EX
7009		Deputy Utility Mgr - Electrical Distribution	302	302	\$95,939	\$118,682	\$141,426		EX

**Operations Support**

7010		Business Operations Manager	212	212	\$78,929	\$97,640	\$116,351		EX
7100		SCADA System Specialist	131	131	\$69,843	\$86,400	\$102,957		NE
7104		SCADA System Technician	130	130	\$66,517	\$82,285	\$98,054		NE
7106	*	GIS System Specialist	207	207	\$61,842	\$76,502	\$91,163		EX
7114	*	Water & Energy Conservation Coordinator	206	206	\$58,897	\$72,859	\$86,821		EX
7105		Env. Compliance Specialist	205	205	\$56,092	\$69,389	\$82,686		EX
7107		Meter Reader Supervisor	121	121	\$42,877	\$53,042	\$63,206		NE
7112		Senior Billing & Service Specialist	119	119	\$38,891	\$48,111	\$57,330		NE
7109	*	Billing & Service Specialist	117	117	\$35,275	\$43,638	\$52,000		NE

**Electric Production**

7203	*	Power System Supervisor	214	214	\$87,019	\$107,648	\$128,277		EX
7201		H-E Plant Engineer	214	214	\$87,019	\$107,648	\$128,277		EX
7210		Senior Power System Operator	132	132	\$73,335	\$90,720	\$108,104		NE
7211		Power System Operator	130	130	\$66,517	\$82,285	\$98,054		NE
7208		Senior H-E Maintenance Technician	129	129	\$63,349	\$78,367	\$93,385		NE
7212		Power System Operator Apprentice	122	122	\$45,021	\$55,694	\$66,367		NE
7206		H-E Maintenance Tech Apprentice	119	119	\$38,891	\$48,111	\$57,330		NE

**Electric Distribution**

7302	*	Lineman Supervisor	131	131	\$69,843	\$86,400	\$102,957		NE
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Los Alamos County  
FY17 Salary Plan  
Job Class Order

ATTACHMENT A

Class Code	Change	Occupational Job Families and Job Classes	--Proposed--					Change In Grade	Exempt/ Non-Exempt
			Curr Grade	New Grade	Minimum	Midpoint	Maximum		

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Utilities Series Continued

Gas, Water & Sewer Services

7402		GWS Superintendent	210	210	\$71,590	\$88,561	\$105,532		EX
7403		GWS Field Supervisor	204	204	\$53,421	\$66,085	\$78,749		EX
7404		GWS Shop Supervisor	204	204	\$53,421	\$66,085	\$78,749		EX

Wastewater Services

7501		WWTP Superintendent	210	210	\$71,590	\$88,561	\$105,532		EX
7502		WWTP Supervisor	124	124	\$49,636	\$61,403	\$73,169		NE

Water Services

7601		Water Systems Superintendent	210	210	\$71,590	\$88,561	\$105,532		EX
7607	*	Water Systems Electrical Technician	126	126	\$54,723	\$67,696	\$80,669		NE

# Los Alamos County

## Job Description and Classification



# LOS ALAMOS

<b>JOB TITLE:</b>	<b>Transit Operator Trainee, Transit Operator I, II, and Lead Transit Operator</b>
<b>JOB CODE:</b>	<b>6720, 6713, 6712, 6711</b>
<b>CLASSIFICATION:</b>	<b>Non-Exempt</b>
<b>DEPARTMENT/DIVISION:</b>	<b>Public Works/Transit</b>
<b>SUPERVISOR:</b>	<b>Transit Supervisor</b>

### **Position Summary:**

Under direct supervision of the Transit Supervisor, provides safe, courteous, and on-time transportation to the general public in a variety of mass transit vehicles and services. Provides a range of customer service and support to customers and community members for Atomic City Transit. Maintains confidentiality of all privileged information.

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

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

- Operates a variety of mass transit vehicles for the primary purpose of transporting passengers in a safe, courteous, and timely manner; observes all traffic laws and county, state, and federal regulations, policies, and procedures in regards to transit operations.
- Transports various transit vehicles to other locations.
- Operates standard vehicle equipment and various other equipment, such as passenger lifts, kneelers, fare boxes, electronic signs, rear lifts, radios, recording systems and GPS systems.
- May collect fares, sell passes, handle money and/or issue transfers. May be required to carry cash.
- Provides excellent customer service including verbal and written information to the public regarding routes, schedules, transfer points, and events; communicates, assists, and interacts with individuals of various backgrounds and abilities in a professional and friendly manner.
- Conducts thorough vehicle inspections on a daily basis in order to ensure safe transportation practices and compliance with county, state and federal requirements.
- Immediately and appropriately reports malfunctions, concerns, or other needed repairs to Transit Operations Supervisor.
- Keeps vehicles cleaned, fueled and ready for service at all times while on shift. During Maintenance and Project Assignments, conducts thorough washing, cleaning, and detailing of transit vehicles.
- Maintains professional communication with the Transit Customer Care Center. Informs dispatch of passenger pick-up and drop-off locations that require lift assisted transportation.
- Assists individuals with physical or mental limitations for the purpose of providing access to public transportation and ensuring passenger safety; secures mobility devices, walkers, oxygen tanks, and other equipment to ensure safety and comfort.
- Provides written and verbal reports on a regular basis, such as manifest reports, incident reports, accident reports, defect reports, mileage reports, route changing notifications, passenger count sheets, passenger exchanges, road conditions, detours, and equipment failure notifications.
- Attends staff meetings and various trainings during and outside of normal work hours.

- May assist Traffic Operations during times of emergencies or when there is a shortage of staff due to unforeseen events.
- Responds to emergency situations involving passengers, the public, or transit vehicles for the purpose of maintaining public safety during incidents, evacuations or other emergency situations.
- Assists as needed during emergency activities and evacuations.
- Maintains confidentiality of all privileged information.
- Contributes to a team effort and accomplishes related results as required.
- Performs maintenance, projects, and other duties as required.

**Additional Essential Duties and Responsibilities for Transit Operator II:**

- Assists the Lead Transit Operator with reports, incidents and concerns during Operator's shift.
- May perform customer service and/or dispatch duties as assigned during off-peak hours and times of emergencies or when there is a shortage of staff.
- Monitors supply room and ensures that it is adequately stocked.
- Monitors buses and ensures that they are supplied with necessary materials.
- Monitors securement devices on transit fleet and ensures that they are functional and/or replaced.
- May provide guidance or training to Transit Operator I.

**Additional Essential Duties and Responsibilities for Lead Transit Operator:**

- Monitors on-time staff and transit arrivals, addresses incidents, issues, and concerns during operating hours.
- Plans and schedules work assignments, materials, and equipment for projects, maintenance, and special events.
- Logs activities of the shift, and appropriately reports malfunctions, concerns, or other needed repairs to Transit Supervisor.
- Inventories supplies for operators to perform pre- and post-trip inspections and clean buses; ensures all emergency equipment is functioning and up to date.
- May function as the acting Transit Supervisor in the absence of the Supervisor, including emergency situations.
- Conducts various coaching including but not limited to Behind-the-Wheel Coaching; On-Board Route Coaching; Vehicle Orientation Coaching; Coaching For Mobility Device, Boarding and Securement Equipment.
- Provides assistance to internal and external event staff.
- Assists with route timing and suggests route improvements as needed.
- Provides guidance and training to Transit Operator I and II.

**Minimum Qualifications:**

- High School Diploma or GED.
- Must possess or have the ability to obtain within 15 days a New Mexico CDL-B driver's permit and medical certification.
- Must possess or have ability to obtain within 60 days of employment and must maintain a valid New Mexico CDL-B driver's license with a bus passenger endorsement and medical certification.
- Must possess or have ability to obtain within three months of employment and must maintain NMDOT Driver Training certificate or approved equivalent.
- Must possess or have ability to obtain within first six months of employment and must maintain basic First Aid, CPR and defensive driving certifications.

- Must successfully complete a thorough background investigation.
- Must successfully complete pre-employment physical exam prior to commencing work.  
Must successfully complete mandatory drug screening and subsequent random drug and alcohol screenings.

**Additional Qualifications for Transit Operator I:**

- One year of transit, shuttle or bus operator experience.
- Must possess and maintain a valid New Mexico CDL-B driver's license with a bus passenger endorsement and medical certification.

**Additional Qualifications for Transit Operator II:**

- Three years' experience with Los Alamos County as a transit, shuttle or bus operator **or** 5 years of external experience as a transit, shuttle or bus operator.
- Must possess or have ability to obtain within six months of employment, and must maintain FTA approved Vehicle Operations, Managing Emergencies, and Customer Relations certifications.

**Additional Qualifications for Lead Transit Operator:**

- Additional two years' experience with Los Alamos County as a transit, shuttle, or bus operator.
- Must possess or have ability to obtain within six months of employment and must maintain FTA approved Para Transit Operator's Certification, or approved equivalent.

**Additional Preferred Qualifications for Lead Transit Operator:**

- Experience in a lead capacity or supervisory across all years of job related experience.

**Knowledge, Skills, and Abilities:**

- Knowledge of transportation related hazards and safety precautions.
- Knowledge of or ability to learn applicable Federal, State, County and Local laws, regulations, and requirements related to transit operations.
- Knowledge of basic vehicle inspections and maintenance, including tire pressure, oil checks and fluid levels.
- Knowledge of recordkeeping principles.
- Knowledge of traffic laws, ordinances, and regulations involved in motor vehicle operation and passenger transportation responsibilities.
- Knowledge and abilities in customer service practices and techniques.
- Ability to communicate effectively, both orally and in writing.
- Ability to understand and follow safety procedures.
- Ability to safely and efficiently operate a variety of mass transit vehicles, standard vehicle equipment, passenger lifts, kneelers, fare boxes, electronic signs, rear lifts, radios, recording systems, GPS systems and other transit related equipment.
- Ability to assist patrons with physical and mental disabilities.
- Ability to establish and maintain an effective working relationship with the public, other departments, and county employees.
- Ability to effectively navigate routes and accurately meet time schedules as traffic and weather conditions allow.
- Ability to learn the geography of Los Alamos County, the locations of important buildings, and the street system.



**Additional Knowledge, Skills, and Abilities for Transit Operator II:**

- Skill in record maintenance.
- Ability to create, compose and edit written materials.

**Additional Knowledge, Skills, and Abilities for Lead Transit Operator:**

- Skill in providing coaching and training.
- Skills using independent judgment in problem solving of complex operating issues.
- Ability to gather and analyze statistical data and generate reports.
- Ability to use good judgment, analyze and solve problems.

**Physical Demands:**

While performing the duties of this job, the employee regularly is required to sit up to 10 hours per day; use sense of smell; have manual and finger dexterity; stoop, talk, see and hear. The employee is occasionally required to stand. The employee is occasionally required to crawl, climb heights, reach above shoulder level, crouch, kneel, balance, push/pull, and carry. Employee must regularly move and/or lift up to 25 pounds. Employee must occasionally move and/or lift up to 50 pounds.

**Work Environment:**

Work is generally performed in vehicle and an outdoors setting with a high noise level. Exposure to natural weather conditions with high exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises. Work environment involves exposure to hazards or physical risks, and requires following basic safety precautions. Travel, training, meetings, events, on-site response to emergency situations, and evening, holiday, and weekend work will be required and may be on short notice. This position must respond when called out during an emergency situation.

This position is covered under the Federal Transit Administration's guidelines for drug and alcohol testing and the Department of Transportation (DOT), Anti-Drug & Alcohol Act pursuant to the Pipeline Safety and Commercial Driver's License Regulations, covering random, post-accident, pre-hire, and return to duty testing.

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

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

**Job Description and Classification**  
**Transit Trainee 6720**  
**Transit Operator I 6713**  
**Transit Operator II 6712**  
**Lead Transit Operator 6711**

**Approvals:**

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

Reviewed: MM/DD/YYYY      Revised: 11/05/12, 03/20/2015, 1/1/2017



# Los Alamos County

## Job Description and Classification



# LOS ALAMOS

**JOB TITLE:** Assistant to the Utilities Manager  
**JOB CODE:** 7115  
**CLASSIFICATION:** Non-Exempt  
**DEPARTMENT/DIVISION:** Utilities  
**SUPERVISOR:** Utilities Manager

### **Position Summary:**

Under general supervision of the Utilities Manager, provides high-level administrative assistance and leads quality and performance improvement projects. Conducts research and analysis related to administrative and organizational issues and may lead special projects related to internal or external concerns. Responsible for administrative support to the Board of Public Utilities (BPU). Maintains Department of Public Utilities (DPU) web site and may issue press releases and perform other public outreach activities in coordination with the Public Relations Manager in support of DPU projects. Maintains confidentiality of all privileged information.

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

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

- Manages daily administrative operations of the Utilities Department, including coordinating fiscal management, establishing work priorities and solving problems related to day-to-day operations.
- Organizes resources, participates in the planning of complex projects including performance improvement, occasionally functioning as the lead on long-term projects assigned by the Utilities Manager.
- Manages the Strategic Planning activities of the DPU including setting up the annual strategic planning workshop, documenting and updating division dashboards.
- Schedules and coordinates meetings, calendars, events, interviews, appointments, and/or other activities for the department including seminars, workshops, travel arrangements, special projects, and/or events.
- Responsible for managing the records of the Board of Public Utilities including meeting minutes, coordination audio-visual support, tracking and updating the calendar and maintaining the BPU Policies and Procedures Manual.
- Establishes, maintains, and updates files, databases, records, and/or other documents under established record keeping principles; develops and maintains data, and performs routine analyses and calculations in the processing of data for recurring and ad hoc reports.
- Provide technical writing/editing on DPU reports, correspondence and public information releases.
- Responsible for day-to-day fiscal coordination for the department, including but not limited to budgets, funding, contracts, payroll, employment, travel, inventory, and/or purchasing; assist with fiscal planning and budget preparation.
- Maintain the DPU web site and assists the Public Relations Manager in oversight of department intranet, internet and social media sites.
- Coordinate and oversee building security, safety, and maintenance.

- Contributes to a team effort and accomplishes related results as required.
- May participate and/or serve on committees and task forces.
- May prepare press releases, newspaper ads and coordinates public information with the DPU Public Relations Manager.
- Performs other related duties as required.

**Minimum Qualifications:**

- Associates Degree from an accredited college or university in Public Administration, Business Management or related field or equivalent combination of education and related work experience.
- Five years of experience in advanced office management and administrative support to include: two years of experience analyzing operations, conducting research and leading projects and two years of lead experience across all years of job related experience.

**Preferred Qualifications:**

- Bachelor's degree from an accredited college or university in Public Administration, Business Management or related field.
- Valid New Mexico driver's license.
- Demonstrated skill in management of web sites and other social media.

**Knowledge, Skills and Abilities:**

- Knowledge of business English, proper spelling, grammar, and punctuation.
- Knowledge of Roberts Rules of Order for Public Entities.
- Knowledge of process/quality improvement strategies
- Knowledge of accounting procedures involving procurement, travel, and/or employment.
- Knowledge of finance, accounting, budgeting, and cost control procedures.
- Knowledge of modern office practices and procedures, standard office and accounting equipment.
- Knowledge of customer service practices and techniques.
- Knowledge of supplies, equipment, and/or services ordering and inventory control.
- Skill in organizing and coordinating.
- Skill in records maintenance.
- Skill in program planning and implementation.
- Skill in analyzing problems, conducting research and developing solutions.
- Skill in operating various word-processing, spreadsheets, and database software programs in a Windows environment.
- Ability to learn/use Legistar.
- Ability to gather data, compile information, and prepare reports.
- Ability to communicate effectively, both orally and in writing.
- Ability to prepare administrative paperwork.
- Ability to analyze, develop, establish, and maintain efficient office work flow and administrative processes.
- Ability to develop and maintain a record management system to procure and maintain supplies and purchases.
- Ability to foster a cooperative work environment and develop and maintain professional relationships with individuals of varying social and cultural backgrounds and with co-workers at all levels.

- Ability to represent the organization in a professional manner, building respect and instill confidence.
- Ability to maintain confidentiality.
- Ability to handle multiple tasks and meet deadlines.
- Ability to use good judgment, analyze and solve problems.

**Physical Demands:**

While performing the duties of this job, the employee regularly is required to sit and stand; use sense of smell; have manual and finger dexterity; stoop, and talk or hear. The employee is frequently required to walk or climb stairs. The employee is occasionally required to crawl, reach above shoulder level, crouch, kneel, balance, push/pull, and carry. The employee must occasionally lift and/or move up to 25 pounds.

**Work Environment:**

Work is performed in an office setting with a moderate noise level. Travel, attendance at various meetings, and work outside normal business hours may be required. Each and every county position requires the following professional skills and abilities as key and necessary elements of performance. Employees are required to:

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

Approvals:

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

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

Reviewed: MM/DD/YYYY      Revised: MM/DD/YYYY



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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<b>Agenda No.:</b>	E.
<b>Index (Council Goals):</b>	* 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure
<b>Presenters:</b>	Steve Cummins, Deputy Utilities Manager - Electric Production
<b>Legislative File:</b>	9025-17

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### Title

Approval of Amended and Restated Southwest Reserve Sharing Group (SRSG) Participation Agreement

### Recommended Action

**I move that Council approve the Amended and Restated Southwest Reserve Sharing Group (SRSG) Participation Agreement as presented.**

### Utilities Manager Recommendation

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

### Board, Commission or Committee Recommendation

The Board of Public Utilities recommends that Council approve the motion as presented.

### Body

The South West Reserve Sharing Group (SRSG) is a group of energy providers and Utilities who work together to meet certain requirements of the North American Electric Reliability Corporation (NERC). The specific requirement is for contingency reserves which is generation capacity held in reserve to cover an unexpected loss of generation or a transmission constraint.

As an electric power producer and provider for the Los Alamos County service area we are required to meet the compliance standards of NERC. Los Alamos County joined SRSG in 1998 to reduce our contingency reserve requirements by sharing contingency reserves with the other participants resulting in a more efficient use of our generation resources. Sharing reserves with 14 utilities in the Southwest decreases the member's cost of compliance and results in increased electric reliability for the Western Interconnection. SRSG administers the requirements of NERC compliance through the participation agreement.

When there is an emergency event our real time operators located at the primary control center at TA-3 are notified of the emergency and are required to deliver the County's share of contingency reserves for a period of one hour until the member declaring the emergency can mitigate the issue whether replacing the lost generation through market purchases or by finding an alternate transmission path depending on the emergency.

NERC modified the standard "Contingency Reserve for Recovery from a Balancing Contingency Event" known as Standard BAL-002-2 in September of 2015. The new standard changed the calculation for determining the amount of contingency reserves required. The

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calculation is based on a percentage of the utilities load and generation.

These changes required an amendment to the participation agreement. The participants of SRSG took this opportunity to not only change the calculation as required by NERC but also to update miscellaneous provisions of the agreement as recommended and agreed to by the participants.

#### **Alternatives**

Purchase these ancillary services from the appropriate balancing authority at a higher cost to the operation. The County generation resources are primarily within the Public Service Company of New Mexico (PNM) balancing area. The Laramie River Station is located in the Western Area Lower Colorado balancing area.

#### **Fiscal and Staff Impact**

Participation in SRSG is included in the annual budget. Compliance with the new regulation will not have a significant impact to the operation. Contract administration is part of staff regular duties.

#### **Attachments**

A - Amended and Restated Southwest Reserve Sharing Group Participation Agreement

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**AMENDED AND RESTATED**  
**SOUTHWEST RESERVE SHARING GROUP**  
**PARTICIPATION AGREEMENT**

Execution Copy

AMENDED AND RESTATED SOUTHWEST RESERVE SHARING GROUP

PARTICIPATION AGREEMENT

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1 AMENDED AND RESTATED SOUTHWEST RESERVE SHARING GROUP  
2 PARTICIPATION AGREEMENT

3 1. PARTIES:

4 This AMENDED AND RESTATED SOUTHWEST RESERVE SHARING GROUP  
5 PARTICIPATION AGREEMENT (the "Agreement") is by and among the parties reflected  
6 in the signature page(s) to this Agreement, hereinafter referred to collectively as the  
7 "Parties" and individually as "Party."

8 2. RECITALS:

9 2.1 Parties from Arizona, parts of southern California, New Mexico, and West Texas  
10 have developed a framework for a regional reserve sharing group.

11 2.2 The Southwest Reserve Sharing Group (SRSG) allow for the sharing of  
12 Contingency Reserves among the Parties in order to realize a more efficient and  
13 economic power system operation while maintaining the reliability of the  
14 interconnected system and in conformity with North American Electric Reliability  
15 Corporation (NERC) and Western Electricity Coordinating Council (WECC)  
16 reliability standards, as may be amended, modified, or revised (collectively,  
17 reliability standards). Any other reserve obligation necessary to meet NERC and  
18 WECC standards will continue to be the responsibility of each Party.

19 2.3 It is the intent of the Parties to meet or exceed all applicable WECC and NERC  
20 reliability standards.

21 2.4 The Parties desire with this Agreement to amend and restate the Southwest  
22 Reserve Sharing Group Participation Agreement, effective as of June 25, 1998  
23 (Original SRSG Agreement), to reflect recent changes to certain NERC and  
24 WECC reliability standards.

25 2.5 The Parties believe that this Agreement will yield important benefits to their  
26 respective customers or members. Such benefits include the following:

2.5.1 The combined Loads of the Parties can be supplied and protected with less aggregate Contingency Reserve resulting in a net savings in operating expenses.

2.5.2 Emergency conditions can be met with less likelihood of curtailment or impairment of electric service to customers or members of the Parties.

2.5.3 The Parties can promote, facilitate, and coordinate the operation of the respective Systems of the Parties, to the benefit of the interconnected system.

2.6 Each Party is willing to utilize its respective electric generation and transmission systems to the extent of its respective obligations which are set forth in this Agreement.

3. AGREEMENT:

**In consideration of the mutual covenants and promises herein set forth, the Parties amend and restate the Original SRSG Agreement as follows:**

4. DEFINITIONS:

All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Glossary of Terms used in NERC reliability standards.

The following terms, whether in the singular or in the plural, when initially capitalized in this Agreement, shall have the meanings specified:

4.1 Administrative Costs - Costs incurred by the SRSG Administrator in performing ongoing administrative functions assigned pursuant to Section 8.1 herein.

4.2 Agreement - This Amended and Restated Southwest Reserve Sharing Group Participation Agreement, together with the Service Schedules, attachments, and Exhibits thereto.

4.3 Capacity - The rated continuous load-carrying ability, expressed in megawatts (MW) or megavoltamperes (MVA) of generation, transmission, or other electrical

equipment.

4.4 Capital Expenditures - All capital costs incurred by the SRSG in association with making enhancements to, or the replacement of, the hardware and software system of the Reserve Sharing System.

4.5 Emergency Assistance - Energy furnished to a Party under Emergency conditions when power supply to the Party's Firm Demand is threatened or curtailed.

4.6 Energy - The accumulated amount of power delivered over a stated time interval; usually expressed in megawatt hours (MWh).

4.7 Executive Committee - That committee established pursuant to Section 8 herein.

4.8 Exhibits - Exhibits A, B, C, and D attached hereto, as they may be amended, modified, or revised.

4.9 Most Severe Single Contingency - That Contingency which results in the most adverse system performance under any operating condition or anticipated mode of operation.

4.10 NERC Disturbance Control Performance Standard (DCS) - The NERC Disturbance Control Performance Standard as it may be amended, modified, or revised.

4.11 New Member Fee - A fee charged to new members which reflects costs incurred by the Parties in the formation of the SRSG. Such fee shall be determined in accordance with Exhibit C attached hereto.

4.12 Operating Committee - That committee established pursuant to Section 8 herein.

4.13 Operating Procedure - Written procedures, developed and approved by the Operating Committee pursuant to Section 8 herein, to implement specific provisions of this Agreement.

4.14 Reserve Sharing System - A computer application system, operated and

maintained by the SRSG Administrator, that (i) contains the data provided by each Party, (ii) provides tools for the maintenance of such data, and (iii) provides a means to determine and allocate reserve quotas, Emergency Assistance, reserve penalties and settlements to each Party.

4.15 Service Schedule - A specific written agreement among the Parties for the purposes of dictating or specifying methods of coordination, operation, maintenance, or planning of the respective Systems, for improving the reliability of power supply and achieving economics for the customers or members served by the Parties.

4.16 Single Contingency - The loss of a single system element under any operating condition or anticipated mode of operation.

4.17 SRSG – Acronym for Southwest Reserve Sharing Group.

4.18 SRSG Administrator - That Party or entity designated to perform duties as provided for in Section 8 herein.

4.19 SRSG Emergency Assistance Matrices - Those matrices depicting the allocation of Emergency Assistance among the Parties.

## 5. EFFECTIVE DATE AND TERM:

5.1 This Agreement shall become effective on the later of: (i) when duly executed by all Parties or (ii) when accepted for filing by the Federal Energy Regulatory Commission (FERC). This Agreement shall continue in effect for a period of ten (10) years from said effective date and thereafter on a year to year basis until terminated by the Parties; provided, however, that any Party may withdraw its participation at any time after the effective date of this Agreement by providing written notice to the Executive Committee at least one (1) year in advance of its effective date of withdrawal, unless a shorter period of time is agreed to by all Parties. As of the effective date prescribed above, this Agreement amends and

1 restates the Original SRSG Agreement in its entirety.

2 5.2 As of the effective date of its withdrawal, the withdrawing Party shall have no

3 further rights or obligations under this Agreement, except payment of amounts

4 then or previously due. Such amounts shall include any financial obligation

5 incurred hereunder prior to the effective date of withdrawal and any amounts

6 incurred by the SRSG Administrator in processing the withdrawal of such Party.

7 5.3 Neither expiration, termination nor voiding of this Agreement shall relieve a Party

8 of its obligation to make payment of amounts due hereunder.

9 5.4 No Party shall oppose before any regulatory agencies having jurisdiction, a

10 Party's withdrawal from this Agreement, so long as the provisions of Sections

11 5.1 and 5.2 herein have been met.

12 6. RESOLUTION OF CONFLICTS:

13 In the event of a conflict between the terms and conditions of this Agreement and a

14 Service Schedule, the terms and conditions of the Service Schedule shall prevail.

15 7. PARTY OBLIGATIONS:

16 7.1 The SRSG has been formed for the purpose of sharing Contingency Reserves.

17 Each Party shall maintain, or cause to be maintained, an amount of Contingency

18 Reserve equal to or greater than its Contingency Reserve requirement, as such

19 requirement shall be determined in accordance with Service Schedules A and B

20 attached hereto.

21 7.2 Each Party shall activate and provide its Contingency Reserves to other Parties,

22 as requested, in accordance with Service Schedule B attached hereto.

23 7.3 Each Party shall operate its System continuously in parallel; provided, however,

24 that each Party shall have the right to temporarily separate the facilities of its

25 System from the System of any other Party when, in the judgment of the

26 separating Party, abnormal operating conditions exist which require such

- 1 separation to prevent damage to its facilities, injuries to personnel or impairment  
2 of service to its customers or members; and for necessary inspection,  
3 maintenance, repair or replacement of its facilities, or additional construction.
- 4 7.4 Each Party shall exercise reasonable efforts to construct, operate and maintain  
5 its System to avoid the likelihood of a Disturbance originating within its System  
6 causing an impairment of service in the Systems of other Parties and to minimize  
7 the exposure to damage resulting from Disturbances on the System of other  
8 Parties.
- 9 7.5 The Parties shall comply with all Operating Procedures.
- 10 7.6 Any Party within a Balancing Authority Area may make arrangements with the  
11 host Balancing Authority Area to provide or share Contingency Reserve  
12 responsibilities between themselves or third parties, to include billings for reserve  
13 deficiency, or any other services rendered, so long as the total Contingency  
14 Reserve responsibility is accommodated.
- 15 7.7 Each Party shall be responsible to provide and maintain hardware and software  
16 which is compatible with the Reserve Sharing System for complying with the  
17 reporting requirements of this Agreement.
- 18 7.8 Each Party is responsible for any financial obligation derived from its  
19 membership herein.
- 20 7.9 Each Party shall be responsible for its share of costs and expenses attributable  
21 to the SRSG Administrator performing its functions pursuant to this Agreement.
- 22 7.10 Each Party shall cooperate with the SRSG Administrator and provide the SRSG  
23 Administrator information necessary for the performance of its duties herein.
- 24 8. ORGANIZATION AND ADMINISTRATION:
- 25 As a means of securing effective and timely cooperation within the activities of the SRSG  
26 and a means of facilitating the administration, coordination, operations and problem

1 solving, the Parties hereby establish (i) the role of a SRSG Administrator, (ii) an  
2 Executive Committee, and (iii) an Operating Committee.

3 8.1 SRSG Administrator

4 8.1.1 The SRSG Administrator shall be designated by the Operating  
5 Committee from among the Parties of the SRSG; provided, however, that  
6 the Operating Committee, with the approval of the Executive Committee,  
7 may designate an entity other than a Party to serve as SRSG  
8 Administrator.

9 8.1.2 The SRSG Administrator may resign by providing written notice to both  
10 the Executive Committee and the Operating Committee at least one (1)  
11 year in advance of the effective date of its resignation, unless a shorter  
12 period of time is agreed to by all Parties.

13 8.1.3 The SRSG Administrator may be removed at any time by the Executive  
14 Committee, with or without cause.

15 8.1.4 Upon resignation or removal of the SRSG Administrator pursuant to  
16 Section 8.1.2 or Section 8.1.3 herein, the outgoing SRSG Administrator  
17 shall:

18 8.1.4.1 Transfer and provide technical training regarding all hardware,  
19 software, and all other material owned by the SRSG or owned  
20 on behalf of the SRSG to the new SRSG Administrator; and

21 8.1.4.2 Settle all outstanding financial obligations corresponding with its  
22 term as SRSG Administrator and transfer any remaining SRSG  
23 funds to the new SRSG Administrator.

24 8.1.5 The SRSG Administrator shall be responsible for performing its assigned  
25 duties in accordance with Operating Procedures established by the  
26 Operating Committee. Such duties shall include, but not be limited to the



following:

8.1.5.1 Data - Data collection, data monitoring, and data processing.

8.1.5.2 Preparation and Consolidation of Reports

8.1.5.2.1 Maintenance and preservation of all records (including both the Executive Committee and Operating Committee meeting minutes and Operating Procedures) reasonably necessary for the performance of the duties hereunder.

8.1.5.2.2 Submission of an annual budget to the Operating Committee and the tracking of SRSG related expenses.

8.1.5.2.3 Preparation and distribution of SRSG reports required by NERC, WECC, and the Operating Committee.

8.1.5.3 Reserve Sharing System - The SRSG Administrator shall be responsible for the procurement, operation, maintenance, and the coordination of the Reserve Sharing System.

8.1.5.4 To record minutes for all Executive Committee meetings and distribute copies of such minutes to all committee members.

8.1.5.5 To record minutes for all Operating Committee meetings and distribute copies of such minutes to all committee members.

8.1.5.6 Payments - The SRSG Administrator shall be responsible for the issuance of invoices to Parties, the collection of funds thereunder, and the distribution of such funds in accordance with this Agreement.

8.1.5.7 Website – The SRSG Administrator shall be responsible for

maintaining [www.SRSG.org](http://www.SRSG.org), or any successor website, which shall include links to the currently-effective Agreement, with current versions of signature pages attached, and current versions of all exhibits.

8.1.5.8 Training and consulting for the Parties in association with questions or problems relating to SRSG reserves and SRSG data reporting;

8.1.5.9 Certify that an applicant has met all membership eligibility criteria as set forth in Section 9 herein;

8.1.5.10 Notify the Executive Committee and all Parties that an applicant has met all membership criteria and is now a Party to the SRSG;

8.1.5.11 Notify all Parties when an existing Party(ies) is not in compliance with this Agreement;

8.1.5.12 Bill each Party for its share of expenses incurred pursuant to Section 13 herein;

8.1.5.13 Cooperate with an audit request of the Operating Committee pursuant to Section 14 herein; and

8.1.5.14 Make available during its normal business hours all the records and accounts maintained by the SRSG Administrator pertaining to the requesting Party(ies) and pursuant to activities and responsibilities hereunder. Such records shall be made available in a timely manner and at the requesting Party's expense.

## 8.2 Executive Committee

The Executive Committee shall consist of one representative from each Party

1 designated pursuant to Section 8.4 herein. The responsibilities of the Executive  
2 Committee are as follows:

3 8.2.1 To establish additional subcommittees as it may from time to time deem  
4 necessary;

5 8.2.2 To review, at least annually, the activities of all committees to ensure their  
6 activities are coordinated and consistent with the spirit and intent of this  
7 Agreement;

8 8.2.3 To review unresolved disputes which may arise within the SRSG and  
9 resolve the disputes pursuant to Section 15 herein;

10 8.2.4 To review and approve the annual budget of the SRSG;

11 8.2.5 To review and recommend to the Parties for approval additions or  
12 amendments to this Agreement;

13 8.2.6 To receive, review, and process an applicant's written request to become  
14 a Party, in accordance with Section 9 herein and where applicable, notify  
15 entities of their SRSG eligibility in accordance with Section 10.2 herein;

16 8.2.7 To establish, review, approve, and maintain procedures for the  
17 determination and recertification of creditworthiness for new applicants  
18 and existing members respectively;

19 8.2.8 To establish procedures for the allocation to, and payment by, any new  
20 Party to the existing Parties for the past, current and future cost of  
21 facilities, equipment, services, or other costs such as software that are of  
22 benefit to all Parties;

23 8.2.9 To review and process, in accordance with Section 5 herein, the notice  
24 by a Party to withdraw as a Party to this Agreement;

25 8.2.10 To review and process the termination of a Party's rights and obligations  
26 under this Agreement; and

1 8.2.11 To do such other things and carry out such duties as specifically required  
2 or authorized by this Agreement.

3 8.3 Operating Committee

4 The Operating Committee shall consist of one representative from each Party  
5 designated pursuant to Section 8.4 herein. The responsibilities of the Operating  
6 Committee are as follows:

7 8.3.1 To establish Operating Procedures for the sharing of Contingency  
8 Reserves such that the SRSG will meet or exceed WECC and NERC's  
9 Disturbance Control Performance Standards relative to Contingency  
10 Reserves, as they may be amended, modified, or revised;

11 8.3.2 To establish, review, approve, and/or modify Operating Procedures,  
12 consistent with the provisions herein, for the guidance of operating  
13 employees in the Parties' Systems as to matters affecting the ability to  
14 maintain Contingency Reserves, the delivery and receipt of Emergency  
15 Assistance, and other similar operating matters;

16 8.3.3 To establish, review, approve, and/or modify Operating Procedures for  
17 determining the ratings of the generating facilities of the Parties;

18 8.3.4 To establish, review, approve and/or modify Operating Procedures for  
19 calculating Contingency Reserves within the SRSG;

20 8.3.5 To establish, review, approve, and/or modify Operating Procedures  
21 relating to Contingency Reserve deficiencies;

22 8.3.6 To establish, review, approve, and/or modify Operating Procedures  
23 relating to suspension or termination of a Party from this Agreement;

24 8.3.7 To establish a "Disturbance Review" task force to review SRSG  
25 Disturbances to ensure that all SRSG and individual Party reliability  
26 obligations are being met;

- 1 8.3.8 To ensure the proper level and location of Contingency Reserves;
- 2 8.3.9 To designate a SRSG Administrator to function under the direction of the
- 3 Operating Committee;
- 4 8.3.10 To review and recommend, as necessary, the types and arrangement of
- 5 equipment and associated communication facilities needed for SRSG
- 6 operations;
- 7 8.3.11 To review and recommend approval of the annual budget, prepared by
- 8 the SRSG Administrator, to the Executive Committee;
- 9 8.3.12 To develop, review, approve, and/or recommend changes to the SRSG
- 10 Emergency Assistance Matrices;
- 11 8.3.13 To review and process the suspension of all benefits of Contingency
- 12 Reserve sharing and applicable Contingency Reserve sharing
- 13 obligations of a Party;
- 14 8.3.14 To recommend the termination of a Party from the Agreement to the
- 15 Executive Committee; and
- 16 8.3.15 To do such other things and carry out such duties as specifically required
- 17 or authorized by this Agreement.

18 8.4 General

- 19 8.4.1 Each Party shall designate, in accordance with Section 18 herein, its
- 20 representative and alternate representative (to act in the absence of the
- 21 designated representative) on each committee within thirty (30) days
- 22 after the execution of this Agreement. Notice of any change of
- 23 representation shall be given by written notice to the other Parties and
- 24 the SRSG Administrator. Each Party's designated representatives or
- 25 alternate representatives will be authorized to act on its behalf with
- 26 respect to those committee responsibilities provided herein.

1 8.4.2 Each committee shall meet at least annually.

2 8.4.3 Each committee will elect a chairperson and establish a meeting protocol  
3 at its first meeting.

4 8.4.4 Each committee shall elect a new chairperson at least every two (2) years  
5 thereafter, provided, that a succeeding chairperson may not be from the  
6 same Party.

7 8.4.5 No committee shall have the authority to amend this Agreement.

8 9. MEMBERSHIP ELIGIBILITY AND CERTIFICATION:

9 An entity may apply to become a Party to this Agreement by submitting to the Executive  
10 Committee a written request for membership to the SRSG, accompanied by a  
11 non-refundable application fee as specified in the Operating Procedures, any other fees  
12 specified in the Operating Procedures, and by demonstrating to the satisfaction of the  
13 Executive Committee that the entity can continuously meet the criteria and certification  
14 requirements set forth below:

15 9.1 It is eligible to file a request for transmission service pursuant to Section 211 of  
16 the Federal Power Act.

17 9.2 It can maintain, provide and receive reserves, by contractual arrangement or  
18 otherwise, as required pursuant to this Agreement, and is able to deliver and  
19 receive Energy associated with these reserves at one or more of the high voltage  
20 switchyards listed in Exhibit D attached hereto and hereby made a part of this  
21 Agreement.

22 9.3 It has established appropriate creditworthiness consistent with the criteria  
23 established in accordance with Section 8.2.7 herein.

24 9.4 It has the ability to provide documentation of an Area Control Error (ACE), or  
25 ACE equivalent measurement. The SRSG will operate using all individual  
26 Party's ACE data for Disturbance evaluation.

- 1 9.5 It has the ability to comply with all applicable terms and conditions established  
2 pursuant to Service Schedules A and B hereto.
- 3 9.6 Upon demonstrating to the satisfaction of the Executive Committee that such  
4 entity meets the criteria set forth in Sections 9.1 through 9.5 herein, the entity  
5 shall be deemed eligible to become a Party.
- 6 9.7 Once the entity has been deemed eligible to become a Party, the Executive  
7 Committee shall direct the SRSG Administrator to begin the certification process.
- 8 9.8 The certification process shall consist of the following: (i) execution of this  
9 Agreement or a counterpart hereof; (ii) verification from the SRSG Administrator  
10 that such entity is current with all its payment obligations relative to the SRSG,  
11 and (iii) verification from the SRSG Administrator that such entity has provided  
12 the required data to the SRSG Administrator and has in place the required  
13 facilities to effectively transmit and receive data with the Reserve Sharing  
14 System.
- 15 9.9 Upon successful completion of the certification process, the entity shall be  
16 deemed a Party and the SRSG Administrator shall provide notification to the  
17 Executive Committee and all Parties and update appropriate documentation on  
18 the [www.SRSG.org](http://www.SRSG.org) website or any successor website.
- 19 10. COST RESPONSIBILITIES:
- 20 10.1 The costs of the SRSG shall be allocated as follows:
- 21 10.1.1 All Developmental Costs and Capital Expenditures, approved by the  
22 Executive Committee, will be allocated equally among all Parties.
- 23 10.1.2 Annual Administrative Costs, as set forth in the annual operating budget,  
24 will be allocated to the Parties as follows:
- 25 10.1.2.1 One-half (1/2) of the on-going Administrative Costs incurred  
26 shall be allocated equally among all Parties;

1 10.1.2.2 One-half (1/2) of the on-going Administrative Costs incurred  
2 shall be allocated to each Party pro rata based on the party's  
3 maximum annual contribution to the contingency reserve  
4 requirement. Maximum annual contribution to the contingency  
5 reserve requirement shall be based on each individual party's  
6 maximum observed sum of load plus generation in a single hour  
7 from the previous calendar year. The denominator in this ratio  
8 shall be the sum of all parties' maximum, observed sum of all  
9 load plus generation.

10 10.2 Each entity eligible to become a Party shall be notified by the Executive  
11 Committee and shall, as a condition of the certification process, pay, within thirty  
12 (30) calendar days following such notification, an entrance fee equal to the sum  
13 of:

14 10.2.1 Its share of Developmental Costs and Capital Expenditures in  
15 accordance with Section 10.1.1 herein; plus

16 10.2.2 A New Member Fee determined in accordance with Exhibit C attached  
17 hereto; plus

18 10.2.3 Administrative Costs for incorporating the entity into the SRSG.

19 10.3 A new Party shall begin incurring its share of ongoing Administrative Costs upon  
20 completion of the certification process set forth in Section 9.8 herein.

21 11. DISBURSEMENT OF FUNDS:

22 11.1 Application Fees - Application fees received from applicants pursuant to Section  
23 9 herein, shall be utilized to offset the SRSG Administrator's expenses incurred  
24 in processing the application.

25 11.2 Entrance Fees - Entrance fees received pursuant to Section 10.2 herein, shall  
26 be allocated equally to all Parties with the exception that the new Party shall not



1 participate in the allocated disbursement.

2 11.3 Penalty Funds - Penalty funds assessed and received by the SRSG  
3 Administrator shall be allocated among the Parties using the same methodology  
4 utilized to allocate Administrative Costs, with the exception that the penalized  
5 Party or Parties shall not participate in the allocated disbursement of such  
6 penalty funds.

7 11.4 Administrative Costs - The initial payment of Administrative Costs received from  
8 a new Party pursuant to Section 10.2 herein, shall be allocated among the  
9 existing Parties using the same methodology utilized to allocate Annual  
10 Administrative Costs described in Section 10.1.2.

11 12. VOTING AND APPROVALS:

12 All matters requiring approval as provided in this Agreement, shall be approved through  
13 the following procedures:

14 12.1 Amendments - Any amendments to this Agreement shall be approved by  
15 unanimous vote of the Parties. Unless otherwise specified, amendments to this  
16 Agreement shall become effective when all Party signatures have been received  
17 and accepted for FERC filing subject to the provisions of Section 19 herein. The  
18 Executive Committee chairperson shall be responsible for circulating the  
19 appropriate signature pages to each Party, receiving executed counterparts,  
20 notifying the Parties when all signatures have been received, distributing  
21 executed originals to all Parties and the SRSG Administrator, and ensuring that  
22 appropriate regulatory filings are made and coordinated through the designated  
23 filing agent.

24 12.2 Operating Procedures - Modification of an Operating Procedure developed under  
25 this Agreement, which has been expressly granted to a committee shall become  
26 effective and apply to all Parties when the necessary affirmative votes have been

received, subject to provisions of Section 19 herein to extent applicable.

12.3 Committee Voting - Unless otherwise stated in this Agreement, all matters requiring committee approval shall be approved by a three-quarters (75%) majority vote of committee representatives present at a meeting of the appropriate committee; provided, that a quorum of at least seventy percent (70%) of the respective representatives or their alternates are in attendance, in person or represented by proxy. Provided further, that written notice be given by the committee chairperson to each Party's designated committee representative(s) at least two (2) weeks in advance of the meeting unless otherwise agreed. Such notice shall include an agenda of the meeting.

12.3.1 A Party casting an abstention vote shall be deemed in attendance for purposes of determining whether a quorum exists; provided, however, that determination of whether a three-quarter (75%) majority agreement of the Parties exists with respect to any issue shall be made by counting the votes of only the non-abstaining Parties.

12.3.2 If a vote is taken by telephone or other direct communication at the direction of the committee chairperson, all committee representatives or alternate(s) shall be contacted and given an opportunity to vote. A three-quarters (75%) majority vote shall be required for approval and the results documented in writing by the committee chairperson. A record of all such votes shall be distributed to all designated committee representative(s) and the SRSG Administrator.

### 13. BILLING AND PAYMENTS:

All billing and payments associated with this Agreement, shall be in accordance with this Section 13, and as set forth in the applicable Operating Procedure(s).

13.1 The accounting and billing period associated with all charges shall be on a

quarterly basis, unless otherwise specified herein, or agreed to by the Parties in writing. Each bill shall include an itemized list of expenses. Bills sent to any Party shall be sent to the official billing address specified in Exhibit B.

13.2 Charges associated with this Agreement are listed below, but are not limited to:

13.2.1 Administrative Costs - Administrative Costs shall be billed on a quarterly basis to each Party by the SRSG Administrator.

13.2.2 Capital Expenditures - Capital Expenditures shall be billed quarterly to the Parties by the SRSG Administrator, or as otherwise agreed to by the Operating Committee.

13.2.3 Emergency Assistance - Emergency Assistance shall be billed between the Parties on a quarterly basis, or as otherwise agreed to among the Parties in writing.

13.3 Bills issued by any Party, or the SRSG Administrator, shall be issued within the first ten (10) days of the month following the quarter(s) in which services were furnished. Payments for amounts billed shall be due and payable on or before the close of business on the twentieth (20) calendar day after the date of receipt of the bill.

13.4 Payments shall be made by electronic transfer to a bank designated by the Party to which payment is due, or any other method which provides immediately available funds on the date payment is due. Payments shall be considered paid when payment is received by the billing Party.

13.5 Bills not paid in full on or before the due date shall thereafter accrue an interest charge equal to the prime rate of interest plus two percent (2%) per annum, or the maximum interest rate permitted by law, if any, whichever is less, prorated daily from the date due to the date the amount due is paid in full. The prime rate shall be as established by the Bank of America, or any other institution mutually

1           agreed to by the Parties in writing, on the last business day of the quarter for  
2           which the bill was submitted.

3       13.6   In case any portion of any bill is in dispute, the entire bill shall be paid in full when  
4           due. Any excess amount, which as a result of a dispute may have been overpaid,  
5           shall be returned by the owing Party upon determination of the correct amount,  
6           with interest accrued at the rate specified in Section 13.5 herein, prorated by the  
7           number of days from the date of overpayment to the date of refund.

8       13.7   There shall be no interest accrued on overpayments resulting from inadvertent  
9           errors in payment. Refunds on overpayments shall be limited to a period of time  
10          not to exceed two (2) years from the date payment is received by the billing Party.

11   14.   AUDITS:

12       14.1   Each Party, at reasonable times and at its normal places of business, shall at no  
13           charge make available its records and supporting documentation of any cost,  
14           payment, settlement, or data submittal, not subject to a confidentiality agreement  
15           with a third party, pertaining to any bill rendered to a Party hereunder for the  
16           inspection of that Party for a period of time not to exceed two (2) years from the  
17           date such bills were rendered, unless such data is the subject of an ongoing  
18           audit.

19           14.1.1 A Party requesting to review another Party's records will give such Party  
20                   sufficient notice of its intent, but in no event less than thirty (30) days prior  
21                   to the date of the review.

22           14.1.2 The requesting Party, using personnel from its own staff or its agent, may  
23                   perform this review.

24           14.1.3 All costs incurred in performing this review will be at the requesting  
25                   Party's expense.

26           14.1.4 The Party performing the review shall not release the other Party's

1 records or disclose any information contained therein to any other Party  
2 or third party without prior written consent of the Party whose records  
3 were reviewed, unless otherwise required by law.

4 14.2 The Operating Committee, at reasonable times and at its normal places of  
5 business, may audit a Party's records and supporting documentation of any  
6 information submitted to the Reserve Sharing System, and Disturbance data  
7 when applicable. Unless such data is subject to an ongoing audit, no Party shall  
8 be required to maintain its records and supporting documentation for any data  
9 submitted hereunder for a period of time in excess of two (2) years from the date  
10 such data was submitted. Audits shall be limited to a period of time not to exceed  
11 two (2) years from the date of the audit request.

12 15. DISPUTE RESOLUTION:

13 15.1 Any controversy, dispute or claim arising out of, in connection with, or relating to  
14 the interpretation of this Agreement, or the alleged breach hereof, shall:

15 15.1.1 First be submitted to the Operating Committee for resolution. If the  
16 Operating Committee representatives are unable to reach resolution  
17 within three (3) calendar months or if the aggrieved Party is not satisfied  
18 with the resolution of the Operating Committee, such dispute, controversy  
19 or claim shall be forwarded to the Executive Committee.

20 15.1.2 Upon receipt of a dispute, controversy or claim forwarded in accordance  
21 with Section 15.1.1 herein, the Executive Committee shall meet or confer  
22 within thirty (30) days (or such other period of time as mutually agreed  
23 upon by the representatives of the Executive Committee) to discuss and  
24 attempt to reach a resolution of the dispute, controversy or claim. If the  
25 Executive Committee cannot resolve the dispute, controversy or claim  
26 within thirty (30) days after its initial meeting or conference (or within such

1 other period of time mutually agreed upon by the representatives of the  
2 Executive Committee) or if the aggrieved Party is not satisfied with the  
3 resolution of the Executive Committee, the aggrieved Party may request  
4 and file a petition for arbitration within thirty (30) days.

5 15.2 If all Parties to the controversy, dispute or claim consent to arbitration, such  
6 arbitration shall be conducted in accordance with the Commercial Arbitration  
7 Rules of the American Arbitration Association. Judgment upon the award  
8 rendered by the arbitrator may be entered in any court having jurisdiction thereof.  
9 The Parties agree to cooperate and use best efforts to arbitrate in a timely  
10 manner. The arbitration is subject to the following:

11 15.2.1 The arbitration shall be heard by one arbitrator. Such arbitrator shall have  
12 experience in the electric utility industry, shall not be a customer of any  
13 Party involved in the dispute, and shall not have any current or past  
14 substantial business or financial relationships with any Party involved in  
15 the dispute.

16 15.2.2 The arbitrator shall have the discretion to order a pre-hearing exchange  
17 of information by the Parties involved in the dispute, including, without  
18 limitation, production of requested documents, exchange of summaries  
19 of testimony of proposed witnesses, and examination by deposition of  
20 Parties involved in the dispute.

21 15.2.3 The arbitration shall be conducted in accordance with the American  
22 Arbitration Association's Commercial Arbitration Rules ("Rules") in effect  
23 at the time of the arbitration.

24 15.2.4 The arbitrator shall have the authority to award any remedy or relief that  
25 a state or federal court which would have jurisdiction over the dispute  
26 could grant.

1 15.2.5 The arbitration award shall be in writing and shall specify the factual and  
2 legal basis for the award. The award shall be final and binding upon the  
3 Parties involved in the dispute except with respect to issues over which  
4 FERC, Rural Utility Services (RUS), or other entities having jurisdictional  
5 authority have retained ultimate authority to resolve, in which case, an  
6 aggrieved Party may appeal the decision of the arbitrator to that entity  
7 having jurisdiction for review.

8 15.2.6 No Party nor the arbitrator may disclose the existence, content, or results  
9 of any arbitration hereunder without the prior written consent of all Parties  
10 involved in the dispute, unless otherwise required by law.

11 15.2.7 Each Party involved in the dispute shall pay for an equal share of the  
12 arbitrator's fee including travel and lodging.

13 15.2.8 The arbitration shall be governed by the Federal Arbitration Act ("FAA").  
14 If terms and conditions of this Section 15 conflict with the FAA, then the  
15 FAA shall prevail.

16 15.2.9 The prevailing Party in an arbitration proceeding shall be entitled to  
17 reasonable attorneys' fees, expert witness fees, and other incidental  
18 costs incurred in the proceeding, as determined by the arbitrator.

19 15.3 In the event that all such Parties do not consent to arbitration, any one or more  
20 of such Parties shall be free to seek resolution of the controversy, dispute or  
21 claim in such manner as may be provided by law, or in equity.

22 15.4 To the extent a dispute, controversy or claim involves the SRSG Administrator,  
23 this Agreement, and the rights and obligations hereunder shall be construed in  
24 accordance with the applicable federal laws and laws of the state in which the  
25 SRSG Administrator's principal headquarters is located.  
26

1 16. UNCONTROLLABLE FORCES:

2 No Party shall be considered to be in default in performance of any of its obligations  
3 under this Agreement, except to pay amounts due under this Agreement, when a failure  
4 of performance is due to an uncontrollable force. The term "uncontrollable force" means  
5 any cause beyond the control of the Party affected, including but not restricted to flood,  
6 drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or  
7 disobedience, labor dispute, sabotage, changes in law or regulation, restraint by court  
8 order or public authority and action or non-action by or failure to obtain the necessary  
9 authorizations or approvals from any governmental agency or authority which by  
10 exercise of due diligence such Party could not reasonably have been expected to avoid  
11 and which by exercise of due diligence it has been unable to overcome. No Party shall,  
12 however, be relieved of liability for failure of performance if such failure is due to causes  
13 arising out of its own gross negligence or willful misconduct or due to removable or  
14 remediable causes which it fails to remove or remedy within a reasonable time period.  
15 Nothing contained herein shall be construed to require a Party to settle any strike or  
16 labor dispute in which it may be involved. A Party rendered unable to fulfill its obligations  
17 under this Agreement by reason of an uncontrollable force shall give prompt written  
18 notice of such fact to the other Parties and shall exercise due diligence to remove such  
19 inability within a reasonable time period. Nothing contained herein shall excuse a Party  
20 from all or any portion of its obligations to maintain Contingency Reserve hereunder, so  
21 long as such Party is serving Load.

22 17. WAIVERS:

23 A Party's waiver of its rights with respect to a default hereunder, or any other matter  
24 hereunder, shall not be deemed a waiver with respect to any subsequent default of the  
25 same or any other matter.  
26



1 18. NOTICES:

2 18.1 A formal notice, demand or request provided for in this Agreement, shall be in  
3 writing and shall be properly served, given or made if delivered in person, or sent  
4 by either registered or certified mail, postage prepaid, or prepaid telegram or  
5 facsimile or E-mail followed by a written original, to the persons specified in  
6 Exhibit A attached hereto and hereby made a part of this Agreement.

7 18.2 The designation of any person specified in either Exhibit A or Exhibit B, or the  
8 address of any such person, may be changed at any time with ten (10) days prior  
9 written notice to the other Parties and to the SRSG Administrator given in the  
10 same manner as provided in Section 18.1 herein, for other notices.

11 18.3 Notices and requests of a routine nature in connection with delivery or receipt of  
12 power or Energy or in connection with operation of facilities shall be given in such  
13 manner as the committees from time to time shall prescribe.

14 19. APPROVALS:

15 19.1 This Agreement is subject to valid laws, orders, rules and regulations of duly  
16 constituted authorities having jurisdiction. Nothing contained in this Agreement  
17 shall be construed as a grant of jurisdiction over any Party by a state, federal, or  
18 regulatory agency not otherwise having jurisdiction by law.

19 19.2 This Agreement requires execution by the Parties, acceptance for filing by the  
20 FERC, or other regulatory bodies having jurisdiction thereof, and with respect to  
21 any Party subject to the jurisdiction of the RUS, is subject to the approval of the  
22 RUS. If a regulatory body having jurisdiction, grants or orders a hearing or orders  
23 changes or modifications to this Agreement, then the Parties shall negotiate in  
24 good faith to change or modify the Agreement, so as to be acceptable to the  
25 Parties, the FERC, the RUS, or other regulatory bodies having jurisdiction.

26 19.3 An amendment or change in rates established pursuant to this Agreement and

1 which is subject to the FERC, the RUS, or other regulatory bodies having  
2 jurisdiction with regard to any Party, shall become effective hereunder upon  
3 execution by the Parties and acceptance for filing by the FERC, the RUS, or  
4 other regulatory bodies having jurisdiction thereof. If a regulatory body having  
5 jurisdiction, grants or orders a hearing or orders changes or modifications to such  
6 amendment or change in rates, then the Parties shall negotiate in good faith to  
7 change or modify such amendment, so as to be acceptable to the Parties, the  
8 FERC, the RUS, or other regulatory bodies having jurisdiction.

9 19.4 An applicable Operating Procedure established pursuant to this Agreement and  
10 which is subject to the FERC, the RUS, or other regulatory bodies having  
11 jurisdiction with regard to any Party, shall become effective hereunder upon  
12 acceptance for filing by the FERC, the RUS, or other regulatory bodies having  
13 jurisdiction thereof.

14 19.5 Nothing contained herein shall be construed as affecting in any way the right of  
15 the Parties furnishing service under this Agreement, to unilaterally make  
16 application to the FERC for a change in rates, charges, classifications, or service,  
17 or in any rule, regulation, contract, or provision of any appendix relating thereto  
18 under Section 205 of the Federal Power Act and pursuant to the FERC's rules  
19 and regulations promulgated thereunder. Provided, however, that the Party  
20 making application to the FERC shall give the other Parties to the Agreement at  
21 least sixty (60) days advance written notice of its intent to initiate such filing so  
22 that the Parties can, if possible, reach a mutually acceptable change to the  
23 Agreement through the negotiation of the Parties.

24 20. TRANSFER OF INTEREST IN AGREEMENT:

25 No voluntary transfer of interest, rights, or obligations of any Party under this Agreement,  
26 shall be made without the written consent and approval of all other Parties except to a

1 successor in operation of the System, or any component thereof. Written approval when  
2 required shall not be unreasonably withheld. Any successor or assignee of the rights of  
3 any Party, whether by voluntary transfer, judicial or foreclosure sale or otherwise, shall  
4 be subject to all the provisions and conditions of this Agreement, to the same extent as  
5 though such successor or assignee were the original Party hereunder, and no  
6 assignment or transfer of any rights hereunder shall be effective unless and until the  
7 assignee or transferee agrees in writing to assume all of the obligations of the assignor  
8 or transferor and to be bound by all of the provisions and conditions of this Agreement;  
9 provided, that the execution of a mortgage or trust deed or a judicial or foreclosure sale  
10 made thereunder, or if through the disposition by the Administrator of the RUS, shall not  
11 be deemed a voluntary transfer within the meaning of this Section 20. If, due to  
12 reorganization, sale/purchase, or other means, a Party changes its relationship to the  
13 SRSG, its membership(s) will be evaluated by the Executive Committee and any  
14 appropriate change in representation will be subject to approval of the Executive  
15 Committee.

16 21. SEVERABILITY:

17 In the event that any of the terms, covenants or conditions of this Agreement, or the  
18 application of any such term, covenant, or condition, shall be held invalid as to any  
19 person or circumstance by any court having jurisdiction, all other terms, covenants, or  
20 conditions of this Agreement, and their application shall not be affected thereby, but shall  
21 remain in force and effect unless a court holds that the provisions are not separable from  
22 all other provisions of this Agreement.

23 22. RELATIONSHIP OF PARTIES:

24 22.1 Nothing contained herein shall be construed to create an association, joint  
25 venture, trust, or partnership, or impose a trust, partnership, covenant, obligation,  
26 or liability on or with regard to any one or more of the Parties. Each Party shall

1 be individually responsible for its own covenants, obligations, and liabilities under  
2 this Agreement.

3 22.2 All rights of the Parties are several, not joint. No Party shall be under the control  
4 of or shall be deemed to control another Party. Except as expressly provided in  
5 this Agreement, no Party shall have a right or power to bind another Party without  
6 its express written consent.

7 23. NO DEDICATION OF FACILITIES:

8 Any undertaking by one Party to another Party under any provision of this Agreement,  
9 shall not constitute the dedication of the System or any portion thereof of the undertaking  
10 Party to the public or to the other Party, and it is understood and agreed that any such  
11 undertaking, by a Party shall cease upon the termination of such Party's obligations  
12 under this Agreement.

13 24. THIRD PARTY BENEFICIARIES:

14 This Agreement shall not be construed to create rights in, or to grant remedies to, any  
15 third party as a beneficiary of this Agreement, or of any duty, obligation or undertaking  
16 established herein.

17 25. LIABILITY:

18 25.1 Subject to any applicable state and federal law which specifically prevents a  
19 Party from complying with the provisions hereof, and except for the obligation to  
20 pay amounts due in accordance with Section 13 herein, no Party, its directors,  
21 members of its governing bodies, officers or employees, shall be liable to any  
22 other Party or Parties for loss or damage to property, loss of earnings or  
23 revenues, personal injury, or any other direct, indirect, or consequential damages  
24 or injury which may occur or result from the performance or non-performance of  
25 this Agreement, including any negligence arising hereunder, unless actions or  
26 claims and resulting liability, judgments and costs were caused by or resulted

1 from action taken or not taken by a Party or Parties at the direction of its or their  
2 directors, members of its governing bodies, officers or employees with  
3 management or administrative responsibility affecting its or their performance  
4 under this Agreement, which is knowingly or intentionally taken or not taken with  
5 conscious indifference to the consequences thereof or with the intent that injury  
6 or damage would result or would probably result therefrom. For the purposes of  
7 this Section 25 herein, a "Party" shall include the SRSG Administrator; if the  
8 SRSG Administrator is a Party to this Agreement.

9 25.2 The benefits of Section 25.1 herein, shall not extend to a Party prevented by  
10 state or federal law from complying with the provisions thereof.

11 26. DEFAULTS:

12 26.1 A Party shall be in default in payment when payment is not received within ten  
13 (10) days after its final due date. A default by any Party in its payment obligations  
14 under this Agreement, shall be cured by payment of all overdue amounts  
15 together with interest accrued at the rate set forth in Section 13.5 herein, prorated  
16 daily from the due date to the date the payment curing the default is made.

17 26.2 Notwithstanding Section 25 herein, a defaulting Party shall be liable to the non-  
18 defaulting Parties for all costs, including costs of collection and reasonable  
19 attorney fees incurred by such non-defaulting Parties, plus interest as provided  
20 in Section 26.1 hereof. The proceeds paid by a defaulting Party to remedy any  
21 such default shall be distributed to the non-defaulting Parties in proportion to the  
22 additional costs and expenses actually paid by the non-defaulting Parties as a  
23 result of the default.

24 26.3 The rights of a Party who is in default of any of its payment or other material  
25 obligations herein, may be suspended by a vote of the non-defaulting Parties'  
26 representatives on the Operating Committee or terminated by a vote of the non-

1 defaulting Parties' representatives on the Executive Committee. This provision  
2 allowing the non-defaulting Parties to suspend or terminate such rights is in  
3 addition to any other remedies provided in this Agreement, at law, or in equity,  
4 and shall in no way limit the non-defaulting Parties' ability to seek judicial  
5 enforcement of the defaulting Party's obligations under this Agreement. Upon  
6 the effective date of such suspension or termination of rights, all rights of the  
7 defaulting Party and all obligations of non-defaulting Parties to the defaulting  
8 Party imposed by this Agreement, except payment obligations, shall immediately  
9 be suspended or terminated.

10 26.4 Upon suspension or termination of the rights of a defaulting Party under this  
11 Agreement, the Operating Committee shall review reserve responsibility and  
12 cost allocations of the non-defaulting Parties and make adjustments thereto as  
13 it deems necessary.

14 27. OTHER AGREEMENTS:

15 No provision of this Agreement, shall preclude a Party from entering into other  
16 agreements or conducting transactions under existing agreements with other Parties or  
17 third parties. This Agreement shall not be deemed to modify or change any rights or  
18 obligations under any prior contracts or agreements between or among any of the  
19 Parties.

20 28. PROPRIETARY INFORMATION:

21 All material of any nature originated or developed hereunder by the committees, SRSG  
22 Administrator, or any Party including, but not limited to, reports and computer printouts,  
23 shall remain the sole property of the Parties despite distribution, if any, to participating  
24 Parties or third parties. It is hereby agreed that such material shall be deemed to contain  
25 confidential or proprietary information and shall not be released by any Party to any  
26 other Party or third party without the originating Party's consent, unless required by law,

1 or such material has subsequently been made available to the public by the Party owning  
2 such material. Prior to releasing such records, to the extent applicable law allows, at  
3 least ten (10) working days' notice shall be given to the Party whose records are being  
4 released.

5 29. PARTICIPATION BY THE UNITED STATES:

6 29.1 Subject to Acts of Congress

7 The participation by the United States is subject in all respects to acts of Congress and  
8 to regulations of the Secretary of Energy established thereunder, and to rate schedules  
9 promulgated by the Secretary of Energy. This reservation includes, but is not limited to,  
10 the statutory limitations upon the authority of the Secretary of Energy to submit disputes  
11 to arbitration. In the event of a conflict between these Federal participation provisions  
12 in this Section 29 and any other provision of this Agreement or any provision in a Service  
13 Schedule, these Federal participation provisions in this Section 29 shall have  
14 precedence.

15 29.2 Contingent Upon Appropriations and Authorization

16 Where activities extend beyond the current fiscal year, continued expenditures by the  
17 United States are contingent upon Congress making the necessary appropriations  
18 required for the continued performance of the obligations of the United States under this  
19 Agreement. In case such appropriation is not made, the Parties hereby release the  
20 United States from its contractual obligations and from all liability due to the failure of  
21 Congress to make such appropriation.

22 29.3 Employment Practices; Contractor Agreement

23 The following provisions apply to all Parties to this Contract:

24 29.3.1. Equal Opportunity Employment Practices

25 Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as  
26 amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), which

1 provides, among other things, that the Party will not discriminate against any  
2 employee or applicant for employment because of race, color, religion, sex, or  
3 national origin, is incorporated by reference in the Contract by reference to same  
4 as if the specific language had been written into the Contract, except that Indian  
5 Tribes and tribal organizations may apply Indian Preference to the extent  
6 permitted by federal law.

#### 7 29.3.2. Contract Work Hours and Safety Standards

8 The Contract, to the extent that it is of a character specified in Section 103 of the  
9 Contract Work Hours and Safety Standards Act ("Act"), 40 U.S.C. § 3701, as  
10 amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §  
11 3701-3708, as amended or supplemented, and to regulations promulgated by  
12 the Secretary of Labor pursuant to the Act.

#### 13 29.3.3. Use of Convict Labor

14 The Party agrees not to employ any person undergoing sentence of  
15 imprisonment in performing the Contract except as provided by 18 U.S.C. §  
16 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed.  
17 Reg. 779 (1973), as amended or supplemented.

#### 18 29.4. No Expansion of Jurisdiction, Waiver Of Defenses, Liability For FERC, ERO, 19 Regional Entity Penalties, Or Inconsistent Obligations

20 Western has not waived or conceded any defense, including sovereign immunity,  
21 intergovernmental immunity, or lack of subject matter jurisdiction in any action against it  
22 by an Enforcement Authority, nor has Western accepted any liability, responsibility, or  
23 obligation to pay any civil monetary penalties or fines imposed by an Enforcement  
24 Authority to which it would not have been subject in the absence of this Agreement.

25 "Enforcement Authority" means the Federal Energy Regulatory Commission, Electric  
26 Reliability Organization (ERO), or Regional Entities with enforcement authority pursuant



1 to a delegation from an ERO or Commission for the purpose of proposing and enforcing  
2 reliability standards. No other Party to this Agreement concedes or accepts responsibility  
3 for any portion of a penalty or fine attributable to the actions or omissions of Western.

4 29.5 Choice of Law and Forum.

5 Federal law shall control the obligations and procedures established by this contract and  
6 the performance and enforcement thereof. The forum for litigation arising from this  
7 contract shall exclusively be a Federal court of the United States, unless the parties  
8 agree to pursue alternative dispute resolution.

9 30. EXECUTION BY COUNTERPART:

10 This Agreement may be executed in any number of counterparts, and upon execution  
11 of this Agreement by all Parties, each executed counterpart shall be binding, and all  
12 executed counterparts shall together have the same force and effect as an original  
13 instrument as if all Parties had signed the same instrument. Any signature page of this  
14 Agreement may be detached from any counterpart of this Agreement without impairing  
15 the legal effect of any signature thereon, and may be attached to another counterpart of  
16 this Agreement identical in form hereto but having attached to it one or more signature  
17 pages.

18 31. SIGNATURE CLAUSE:

19 Each Party hereto represents and warrants that the person executing this Agreement  
20 has been duly authorized to act on its behalf.

21

ARIZONA ELECTRIC POWER COOPERATIVE

22

23 ATTEST:

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BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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ARIZONA PUBLIC SERVICE COMPANY

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ARLINGTON VALLEY, LLC

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

CITY OF FARMINGTON

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

EL PASO ELECTRIC COMPANY

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

GRIFFITH ENERGY, LLC

ATTEST:

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BY: \_\_\_\_\_  
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IMPERIAL IRRIGATION DISTRICT

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

INCORPORATED COUNTY OF LOS ALAMOS

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

MESQUITE POWER, LLC

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

NEW HARQUAHALA GENERATING COMPANY, LLC

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

PUBLIC SERVICE COMPANY OF NEW MEXICO

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
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SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

SUNDEVIL POWER HOLDINGS, LLC

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

TRI-STATE GENERATION AND TRANSMISSION  
ASSOCIATION, INC.

ATTEST:

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

TUCSON ELECTRIC POWER COMPANY

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

WESTERN AREA POWER ADMINISTRATION  
DESERT SOUTHWEST/ROCKY MOUNTAIN  
REGION OPERATIONS

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

1                   **AMENDED AND RESTATED SOUTHWEST RESERVE SHARING GROUP**

2                                   **PARTICIPATION AGREEMENT**

3   **EXHIBIT A**

4   Official Mailing Titles and Addresses  
5   of the Parties

6                   Arizona Public Service Company  
7                   c/o Secretary of the Company  
8                   Arizona Public Service Company  
9                   P. O. Box 53999  
10                  Phoenix, AZ 85072-3999

11                  Arlington Valley, LLC  
12                  c/o Star West Generation LLC  
13                  2929 Allen Parkway, Suite 2280  
14                  Houston, TX 77019

15                  City of Farmington  
16                  c/o Electric Utility Director  
17                  101 N. Browning Pkwy  
18                  Farmington, NM 87401

19                  El Paso Electric Company  
20                  c/o Secretary  
21                  P. O. Box 982  
22                  El Paso, TX 79960

23                  Griffith Energy LLC  
24                  c/o: Star West Generation  
25                  2929 Allen Parkway, 2280  
26                  Houston, Texas 77019

27                  Imperial Irrigation District  
28                  c/o Marc Printy  
29                  333 East Barioni Boulevard  
30                  Imperial, CA 92251

31                  Incorporated County of Los Alamos  
32                  c/o Manager, Department of Public Utilities  
33                  1000 Central Avenue, Suite 130  
34                  Los Alamos, NM 87544

35                  Mesquite Power, LLC  
36                  c/o CAMS  
37                  919 Milam Street, Suite 2300  
38                  Houston, TX 77002

New Harquahala Generating Company LLC

Attn: Plant Manager  
P.O. Box 727  
Tonopah, AZ 85354

Public Service Company of New Mexico

c/o Secretary  
Alvarado Square  
Albuquerque, NM 87158

Salt River Project Agricultural Improvement and Power District

c/o Secretary  
P. O. Box 52025  
Phoenix, AZ 85072-2025

SRSG Administrator

c/o ZGlobal Inc.  
750 W. Main Street  
El Centro, CA 92243

Arizona Electric Power Cooperative

c/o Executive Vice President and General Manager  
P.O. Box 2195  
Benson, AZ 85602

Sundevil Power Holdings, LLC

Attn: Kelly Aubrey  
701 East Lake Street  
Wayzata, MN 55391

Tri-State Generation & Transmission Inc.

Attn: Executive Vice President and General Manager  
PO Box 33695  
Denver CO 80233-0695

Tucson Electric Power Company

c/o John Tolo, Manager, System Control and Reliability  
P. O. Box 711  
Tucson, AZ 85702

Western Area Power Administration

Rocky Mountain Region Operations, South  
c/o: Darren Buck  
Vice President of Operations  
P.O. Box 3700  
Loveland, CO 80539-3003

**AMENDED AND RESTATED SOUTHWEST RESERVE SHARING GROUP**

**PARTICIPATION AGREEMENT**

**EXHIBIT B**

Official Billing Addresses

Arizona Public Service Company

Attn: Robert Bean  
P.O. Box 53999,ms 2260  
Phoenix, AZ 85072-3999  
Phone: (602) 250-1128  
FAX: (602) 250-1155

Arlington Valley, LLC

c/o Star West Generation  
2929 Allen Parkway, Suite 2280  
Houston, TX 77019  
Phone: (713) 496-9837  
Fax: (713) 496-9838

City of Farmington

Attn: Melvin Serna  
101 Browning Parkway  
Farmington, NM 87401  
Phone: (505) 599-1165  
FAX: (505) 599-8323

El Paso Electric Company

Attn: Dir-Systems Operations, m/s751  
7751 CF Jordan Dr.  
El Paso TX 79912  
Phone: (915) 543-5888  
FAX: (915) 521-4763

Griffith Energy LLC

c/o Star West Generation  
2929 Allen Parkway, Suite 2280  
Houston, TX 77019  
Phone: (713) 496-9837  
Fax: (713) 496-9838

Imperial Irrigation District

Attn: Marc Printy  
333 E. Barioni Blvd.  
Imperial, CA 92251

1 Incorporated County of Los Alamos  
2 Department of Public Utilities  
Attn: Power Scheduler/Energy Analyst  
3 1000 Central Ave., Suite 130  
Los Alamos, NM 87544  
4 Phone: (505) 662-8134  
FAX: (505) 662-8005

5 Mesquite Power, LLC  
c/o CAMS  
919 Milam Street, Suite 2300  
6 Houston, TX 77002

7 New Harquahala Generating Company LLC  
Attn: Laura Phillips  
8 P.O. Box 727  
Tonopah, AZ 85354  
9 Phone: (928) 372-3200  
Fax: (928) 372-3201

10 Public Service Company of New Mexico  
11 Attn: Don Lacen, Manager System Operations, MS-EP11  
Corporate Headquarters  
12 Albuquerque, NM 87158  
Phone: (505) 241-2400  
13 FAX: (505) 241-6891

14 Salt River Project Agricultural Improvement and Power District  
Attn: Mike Pfeister  
15 MS POB-013  
PO Box 52025  
16 Phoenix, AZ 85072-2025  
Phone: (602) 236-4504  
17 FAX: (602) 236-3961

18 Arizona Electric Power Cooperative  
Attn: Shane Sanders  
19 P.O. Box 2195  
Benson AZ 85602  
20 Phone: (520) 586-5239  
FAX: (520) 586-5279

21 Sundevil Power Holdings, LLC  
22 Attn: Kelly Aubrey  
701 East Lake Street  
23 Wayzata, MN 55391

24 Tri-State Generation and Transmission Association, Inc.  
Attn: Power Billing  
25 PO Box 33695  
Denver CO 80233-0695  
26 Phone: (303) 452-6111  
Fax: (303) 254-6030



1     Tucson Electric Power Company  
2     Energy Settlements  
3     P.O. Box 711  
4     Tucson, AZ 85702  
5     Phone: (520) 745-7173  
6     FAX: (520) 745-3348  
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1                    **AMENDED AND RESTATED SOUTHWEST RESERVE SHARING GROUP**

2                                    **PARTICIPATION AGREEMENT**

3    **EXHIBIT D**

4    High Voltage Switchyards

- 5
- 6                    (a)      Four Corners 230 kV or 345 kV Switchyards;
- 7                    (b)      Navajo 500 kV Switchyard;
- 8                    (c)      Palo Verde 500 kV Switchyard;
- 9                    (d)      San Juan 345 kV Switchyard;
- 10                    (e)      Westwing 500 kV Switchyard;
- 11                    (f)      Shiprock 345 kV Switchyard;
- 12                    (g)      Mead 230 kV, 345 kV, or 500 kV Switchyards;
- 13                    (h)      Greenlee 345kV Switchyard;
- 14                    (i)      West Mesa 345kV, Switchyard;
- 15                    (j)      Other switchyards as may be determined by the Operating Committee.
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SERVICE SCHEDULE A

CONTINGENCY RESERVE OBLIGATIONS

**SERVICE SCHEDULE A**

**CONTINGENCY RESERVE OBLIGATIONS**

A-1. PARTIES:

This Service Schedule A is agreed upon as part of the Agreement.

A-2. GENERAL:

A-2.1 The purpose of this Service Schedule A is to define the aggregate reserve requirements of the SRSG and to specify the apportionment thereof among the Parties. Specific reserve requirements of the individual Parties are described and settlement provisions for reserve deficiencies are also established herein.

A-2.2 All reserve requirement calculations derived herein shall be rounded up to the nearest whole Megawatt.

A-2.3 It is the intent of the Parties to meet or exceed the NERC and WECC Reliability Standards, as they may be adopted, modified, or revised.

A-2.4 The SRSG has been formed for the purpose of sharing Contingency Reserves as defined by the NERC and WECC Reliability Standards. Any reserve obligation necessary to meet NERC and WECC Reliability Standards for regulation, interruptible imports, and on-demand contracts will continue to be the responsibility of each Party.

A.3. TERM:

This Service Schedule A shall continue in effect concurrently with the Agreement unless and until the Agreement is terminated by the Parties in accordance with the provisions of Section 5 of the Agreement.

A-4. SRSG CONTINGENCY RESERVE REQUIREMENT:

A-4.1 Consistent with this Agreement, the Parties shall ensure the proper level and location of the Contingency Reserves. The scheduling of these Contingency Reserves shall be in accordance with Operating Procedures established by the

Operating Committee.

A-4.2 The amount of Contingency Reserve to be maintained jointly for the SRSG shall be the greater of either:

A-4.2.1 The loss of generating Capacity due to forced outage of generation or transmission equipment that would result from the Most Severe Single Contingency of the SRSG (at least half of which must be Operating Reserve - Spinning); or

A-4.2.2 The sum of three percent (3%) of hourly integrated Load plus three percent (3%) of hourly integrated generation (at least half of which must be Operating Reserve – Spinning).

*A graphic representation of the SRSG Contingency Reserve calculation is depicted in Attachment 1 to this Service Schedule A.*

**A-5. SRSG OPERATING RESERVE – SPINNING REQUIREMENT:**

The amount of Operating Reserve – Spinning to be maintained jointly for the SRSG shall be equal to fifty percent (50%) of the SRSG Contingency Reserve requirement determined in accordance with Section A-4.2 herein. All SRSG Operating Reserve – Spinning shall be responsive to WECC frequency deviations.

**A-6. RESERVE RESPONSIBILITY VALUE/RESERVE RESPONSIBILITY RATIO:**

**A-6.1 Reserve Responsibility Value (RRV)**

A Party's RRV is equal to twenty-five percent (25%) of its Load plus Generation, plus one-hundred percent (100%) of the number of megawatts associated with its Most Severe Single Contingency.

**A-6.2 Reserve Responsibility Ratio (RRR)**

A Party's RRR is equal to its RRV divided by the sum of the RRVs for all Parties.

*Graphic representations of the Reserve Responsibility Value and Reserve Responsibility Ratio calculations are depicted in Attachment 2 to this Service Schedule A.*

1 A-7. PARTY RESERVE REQUIREMENTS:

2 Each Party is responsible for supplying its requirement for Contingency Reserve, which  
3 is made up of Operating Reserve – Spinning and Operating Reserve - Supplemental,  
4 for all hours based on the following reserve requirements. Contingency Reserves  
5 activated due to the occurrence of any event shall be restored by the affected Party or  
6 Parties in as short a period of time as possible, but not longer than sixty (60) minutes  
7 from the start of the event, or as defined by the NERC / WECC Reliability Standards.

8 A-7.1 Contingency Reserve -The hourly Contingency Reserve Requirement for a Party  
9 shall be equal to the product of the SRSG Contingency Reserve requirement for  
10 that hour, as determined in accordance with Section A-4.2 herein, multiplied by  
11 its RRR, as determined in accordance with Section A-6.2 herein; provided,  
12 however, each Party shall maintain at least 5 MW of Contingency Reserve at all  
13 times.

14 A-7.2 Operating Reserve - Spinning- The hourly Operating Reserve – Spinning  
15 requirement for a Party shall be equal to fifty percent (50%) of its hourly  
16 Contingency Reserve requirement, as determined in accordance with Section A-  
17 7.1 herein; provided, however, each Party shall maintain at least 3 MW of  
18 Operating Reserve – Spinning at all times.

19 *Graphic representations of the Party's Contingency Reserve and Operating Reserve – Spinning*  
20 *calculations are depicted in Attachment 3 to this Service Schedule A.*

21 A-8. PENALTIES:

22 A-8.1 At the end of each hour, the SRSG Administrator shall compare the actual  
23 amount of Contingency Reserve and Operating Reserve – Spinning carried by  
24 each Party to that Party's respective reserve requirements. A Party shall be  
25 deficient in Contingency Reserve if the actual amount of reserve carried by the  
26 Party is less than that Party's respective reserve requirements. If a Party is

1                   deficient in the amount of Contingency Reserve, the deficient Party shall be  
2                   assessed a penalty as set forth in the applicable Operating Procedure(s).

3           A-8.2 Penalties imposed by NERC or WECC on the SRSG for failure to carry required  
4           Contingency Reserves shall be applied only to the Party(ies) that caused the  
5           Contingency Reserve deficiency in proportion to which such Party(ies)  
6           contributed to the Contingency Reserve deficiency.

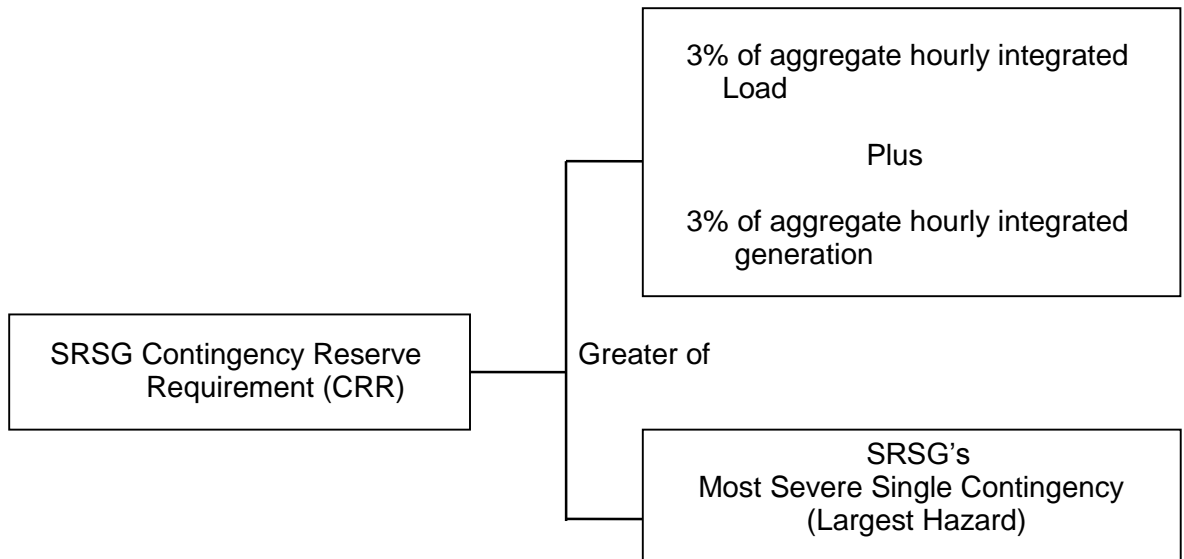
7   A-9.   BILLING AND PAYMENT

8           All billings and payments associated with this Service Schedule A shall be made in  
9           accordance with Section 13 of the Agreement.

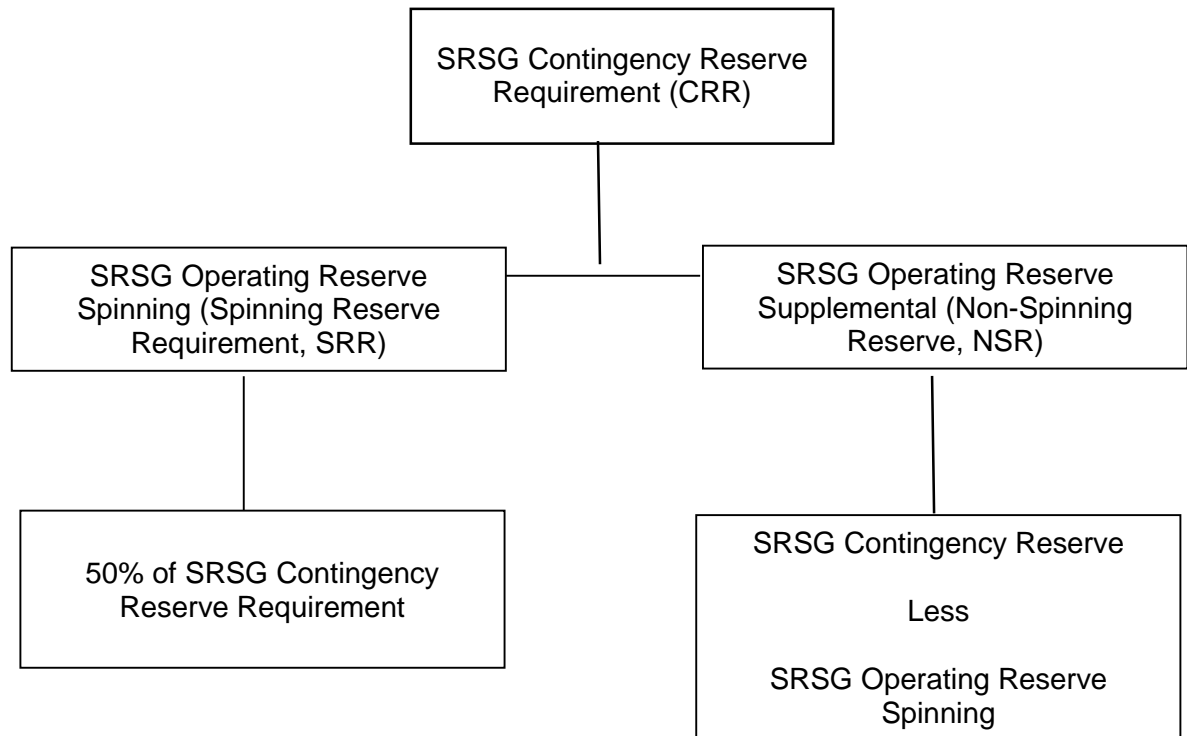
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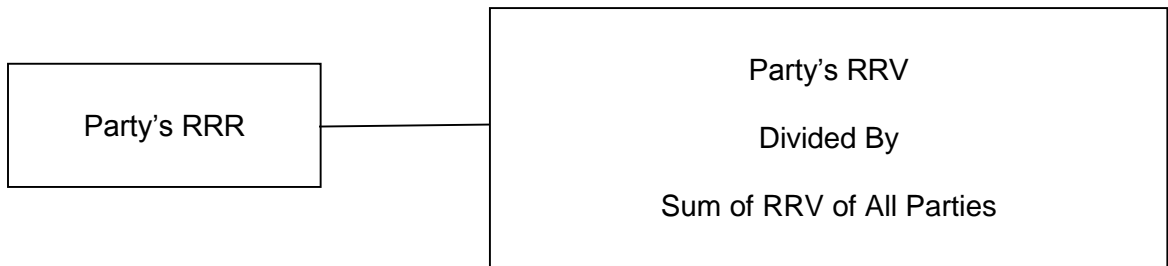
Calculation of  
SRSG Contingency Reserve Requirements



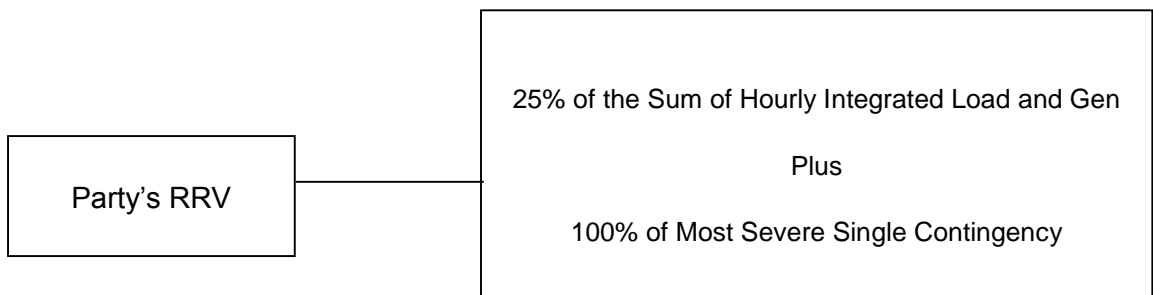
Where:



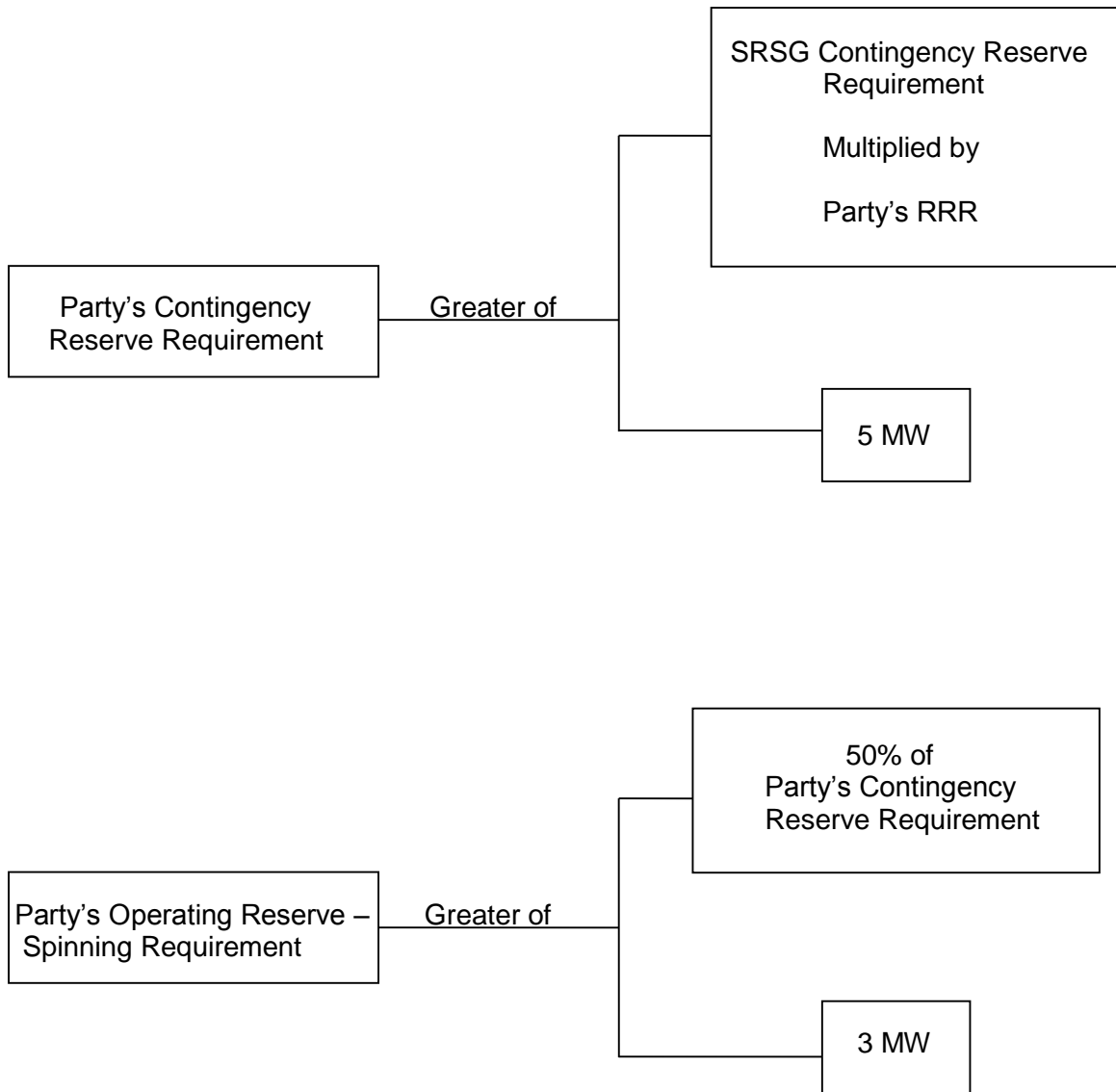
Calculation of  
Reserve Responsibility Ratio (RRR)  
and  
Reserve Responsibility Value (RRV)



Where:



Calculation of  
Party's Contingency and Operating Reserve – Spinning Requirements



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SERVICE SCHEDULE B

ACTIVATION OF RESERVES  
FOR  
EMERGENCY ASSISTANCE

**SERVICE SCHEDULE B**

**ACTIVATION OF RESERVES FOR EMERGENCY ASSISTANCE**

B-1. PARTIES:

This Service Schedule B is agreed upon as part of the Agreement.

B-2. GENERAL:

The purpose of this Service Schedule B is to define the terms and conditions under which a Party is obligated to activate its reserves for another Party requesting Emergency Assistance.

B-3. TERM:

This Service Schedule B shall continue in effect concurrently with the Agreement unless and until terminated by the Parties in accordance with provisions of Section 5 of the Agreement.

B-4. PARTY OBLIGATIONS:

Each Party is responsible for the activation of reserves as follows:

B-4.1 Party Experiencing a Disturbance

The Party experiencing a Disturbance shall immediately activate its own Contingency Reserves and initiate a system disturbance message (which shall include a request for Emergency Assistance if required), in accordance with Operating Procedures established by the Operating Committee.

B-4.2 Party Supplying Emergency Assistance

A Party supplying Emergency Assistance shall activate its reserves in accordance with Operating Procedures established by the Operating Committee.

B-4.3 All Parties

B-4.3.1 Each Party shall be required to complete the activation of its reserves within ten (10) minutes from the time of the Disturbance.

B-4.3.2 When supplying Emergency Assistance, a Party has no obligation to

1 supply more than its Contingency Reserve requirement.

2 B-4.3.3 A Party has no obligation to supply Emergency Assistance to another  
3 Party beyond a period of sixty (60) minutes from the time of the  
4 Disturbance.

5 B-4.4 Pursuant to WECC and NERC Reliability Standards, each Party shall maintain  
6 sufficient transmission to support the activation of its own Contingency Reserves  
7 and its Emergency Assistance obligations in accordance with the Agreement.

8 B-4.4.1 The amount of non-recallable transmission required to predetermined  
9 points of delivery shall be determined using matrices for all major  
10 contingencies specifying the transmission paths necessary to deliver  
11 SRSG Emergency Assistance in accordance with the applicable  
12 Operating Procedures as established by the Operating Committee.

13 B-5. SETTLEMENT FOR EMERGENCY ASSISTANCE:

14 B-5.1 Transmission - Charges associated with the transmission utilized in accordance  
15 with Section B-4.4 herein, shall be the responsibility of the Party reserving such  
16 transmission.

17 B-5.2 Capacity - There shall be no Capacity (demand) charge associated with the  
18 supply or receipt of Emergency Assistance.

19 B-5.3 Energy - The Party receiving Emergency Assistance shall pay the supplying  
20 Party or Parties for the Energy received at a rate of one-hundred percent (100%)  
21 of the supplying Party's cost incurred. For the purpose of this Agreement, the  
22 term "cost incurred" shall mean the expense incurred by the supplying Party in  
23 supplying Emergency Assistance, as such cost is determined in accordance with  
24 the applicable Operating Procedures as established by the Operating  
25 Committee. Such costs shall include, but not be limited to, the following:

26 B-5.3.1 The cost of fuel which was consumed in generating Energy for

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Emergency Assistance; plus

B-5.3.2 Startup and incremental cost of unit operation and maintenance.

B-6. PENALTIES:

Penalties imposed by NERC or WECC on the SRSG for failure to recover from a Disturbance shall be applied only to the Party(ies) that caused such failure.

B-7. BILLING AND PAYMENT

All billings and payments associated with this Service Schedule B shall be made in accordance with Section 13 of the Agreement.



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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<b>Agenda No.:</b>	F.
<b>Index (Council Goals):</b>	* 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure
<b>Presenters:</b>	Karen Kendall, Budget and Performance Manager and Joe D'Anna, Chief Financial Officer
<b>Legislative File:</b>	9037-17

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### **Title**

Consideration of Budget Revision 2017-14

### **Recommended Action**

**I move that Council approve Budget Revision 2017-14 in the amount of \$187,970 as summarized on the attachment and the attachment be made part of the minutes of the meeting.**

### **County Manager's Recommendation**

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

### **Body**

Attached for Council's consideration is a budget revision to approve an increase in revenue and expenditure budgets for two grants received by the Police Department.

### **Alternatives**

Council could choose not to approve the budget revision.

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

Approval of Budget Revision 2017-14 would increase the General Fund grant revenue and expenditures for the Police Department by \$187,970.

### **Attachments**

A - Budget Revision 2017-14 Police Grants



# BUDGET REVISION FORM

**DATE to be submitted to Council:** January 31, 2016

REVISION NO: 2017-14

**DEPARTMENT:** Police

**PREPARED BY:** Finance

**BATCH NUMBER:**

**DATE POSTED:**

**FUND BALANCES OR  
RETAINED EARNINGS:**

Fund Account / Code/ (ss# - internal use only)	Account Title	From (-)	To (+)

**REVENUES OR  
TRANSFERS IN:**

Fund Account / Code/ (ss# - internal use only)	Account Title	From (+)	To (-)
011-6025512-3329	GF: Grant Revenue	183,375	
011-6011289-3329	GF: Grant Revenue	4,595	

**EXPENDITURES/EXPENSES OR  
TRANSFERS OUT:**

Fund Account / Code/ (ss# - internal use only)	Account Title	From (-)	To (+)
011-6025512-8369	General Fund - Other Contractual Services		183,375
011-6011289-8559	General Fund - Supplies Other Operational		4,595
	TOTALS	187,970	187,970

**JUSTIFICATION AND FISCAL IMPACT:**

Justification: This budget revision is for two grants received by the Police Department. The SHSGP FY17/18 Grant is for interoperable communications, HazMat equipment and training in the amount of \$333,375. The original estimate included in the FY2017 budget was \$150,000 for an increase of \$183,375. The second grant is a one-time grant in the amount of \$4,595 for the purchase of t-shirts for National Crime Victim's Rights Week.

**Fiscal Impact:** The impact of this revision to the General Fund is an increase in revenue and expenditures of \$187,970. There is no change in the General Fund fund balance.



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

**Index (Council Goals):** \* 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure

**Presenters:** Paul Andrus, Community Development Director

**Legislative File:** OR0764-17

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### Title

Incorporated County Of Los Alamos Ordinance No. 02-270; An Ordinance Establishing An Affordable Homebuyer Assistance Program.

### Recommended Action

**I Introduce, without prejudice, Incorporated County Of Los Alamos Ordinance No.02-270; An Ordinance Establishing An Affordable Homebuyer Assistance Program. Amending Chapter 14, Article VII, of the Code of the Incorporated County of Los Alamos To Add A Division 3 To Include New Sections 14-266 Through 14-273.**

### County Manager's Recommendation

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

### Body

#### Background

On January 26, 2010, County Council approved Ordinance No. 551 Establishing an Affordable Housing Program pursuant to the Affordable Housing Act and which states additional ordinances will be needed to enable the County to create and administer specific housing programs.

On March 8, 2016, County Council approved Ordinance No. 664 re-establishing the Affordable Housing Program. Ordinance No. 664 repealed Ordinance No. 551 and ensured compliance with the State's latest rules and regulations and to enhance the methods available to the County to assist qualified County residents in acquiring or improving housing within the County. County Council approved \$150,000 as part of the 2017-2018 Community Development Department budget for the specific purpose of creating and implementing an affordable homebuyer program.

This Ordinance authorizes CDD staff to implement a Homebuyer Assistance Program as part of the overall effort to address affordable housing needs in the community. Key findings of staff research on housing demand in Los Alamos County includes steadily rising home prices and a median sale price substantially above the New Mexico average. Many low income households who live in, or commute into the County for work cannot afford to purchase a home in the County. A portion of these households would chose to purchase in the County if an affordable home suited to their needs was available. For many low income households, the main financial barrier to home purchase is insufficient savings for a mortgage down payment.

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Ordinance No. 02-270 establishes An Affordable Homebuyer Assistance Program which will include administrative policies and procedures for the lending structure and overall administration. Staff submitted Ordinance No. 02-270 to The New Mortgage Finance ("MFA") for their approval as required by the New Mexico Affordable Housing Act, and MFA approved the ordinance by letter dated December 23rd, 2016.

### **Main Framework for the Homebuyer Assistance Program**

#### **a) Loan origination:**

The County, or it's designee, will be authorized under Ordinance No. 02-270 to originate Deferred Payment Loans directly to low income households and very low income households in accordance with the requirements of the Program rules and regulations approved by the Council and the MFA.

#### **b) Program Assistance:**

The Program will provide zero (0) percent Deferred Payment Loans from County funds to Very Low Income Households (less than fifty (50) percent of Los Alamos County Area Median Income) and provide interest bearing Deferred Payment Loans to Low Income Households (less than eighty (80) percent of Los Alamos County Area Median Income) up to a maximum Program subsidy per property of \$25,000.

#### **c) Long term affordability controls:**

The deferred payment loans will be secured by a mortgage and promissory note, and/or any other agreement(s) which the County may require. Covenants, terms of promissory note and mortgage will be specifically defined in the Homebuyer Assistance Program Administrative policies and procedures.

#### **d) Applicant and property eligibility requirements:**

County subsidy will be only provided to residents of the County who are qualified recipients and who have applied, been determined eligible, and subsequently approved to participate in the Program.

#### **e) Establishment of loan review committee, loan approval, and budget:**

A Loan Review Committee will be established as an advisory committee to the program. The committee shall provide review and analysis to the County Manager for all proposed Deferred Payment Loan applications selected for approval and which use County funds.

#### **F) Funds available under program:**

Total Subsidy offered under this Program will be subject to the availability of County and other funding sources. Any funds received by the County under this Program for homebuyer assistance loan repayments shall be retained for the purpose of providing additional loans for Homebuyer Assistance under this Program unless otherwise directed by Council.

### **Alternatives**

County Council could choose to not approve this ordinance.

### **Attachments**

A - Incorporated County of Los Alamos Code Ordinance No. 02-270

B - Mortgage Finance Authority (MFA) Letter of Approval for Ordinance No. 02-270

**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-270**

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF  
A HOMEBUYER ASSISTANCE PROGRAM AND AMENDING CHAPTER 14, ARTICLE VII OF  
THE CODE OF THE INCORPORATED COUNTY OF LOS ALAMOS TO ADD A DIVISION 3  
TO INCLUDE NEW SECTIONS NUMBERED 14-264 THROUGH 14-273.**

**WHEREAS**, the Incorporated County of Los Alamos (the "County") adopted Ordinance No. 551 establishing an Affordable Housing Program pursuant to the New Mexico Affordable Housing Act, NMSA 1978, § 6-27-1 *et seq.* (the "Affordable Housing Ordinance"); and

**WHEREAS**, the County Council approved the Los Alamos County Affordable Housing Plan (the "Plan") which generally outlines the various housing programs which may be established under authority of the State law and the Affordable Housing Ordinance; and

**WHEREAS**, the County adopted Ordinance No. 664 re-establishing the Affordable Housing Program in order to ensure compliance with the State's latest rules and regulations and to enhance the methods available to the County to assist qualified County residents in acquiring or improving housing within the County; and

**WHEREAS**, the County now seeks to create a Homebuyer Assistance Program; and

**WHEREAS**, the Homebuyer Assistance Program must be implemented by ordinance and by adoption of rules and regulations which establish guidelines to assist in the administration of the program; and

**WHEREAS**, the County's Community Development Department is charged with administering all of the County's Affordable Housing Programs; and

**WHEREAS**, there continues to be a demonstrated need in the community for affordable housing and home ownership opportunities and low income and very low income households have the greatest difficulty obtaining financing from lenders; and

**WHEREAS**, the Community Development Department acts as the County's liaison with the New Mexico Mortgage Finance Authority ("MFA") and MFA must approve any ordinances enacted under authority of the New Mexico Affordable Housing Act ("Act") and the County's Affordable Housing Ordinance and the rules and regulations associated with the County's Affordable Housing Programs; and

**WHEREAS**, the MFA has approved, by letter dated December 23rd, 2016, the Homebuyer Assistance Program as authorized by Code Ordinance No. 02-270 and implemented through the proposed rules and regulations for the Homebuyer Assistance Program; and

**WHEREAS**, future amendments to this Code Ordinance or the Homebuyer Assistance Program rules and regulations must be approved by the MFA; and

**WHEREAS**, other State and Federal funding sources are expected to be used for this Homebuyer Assistance Program and this Ordinance only applies to the use of County funds.

**BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS:**

**Section 1.** Article VII of Chapter 14 of the Los Alamos County Code of Ordinances is amended by deleting the following text and then adding a Division 3 to include new Sections numbered 14-264 through 14-273 to read as follows:

~~**Secs. 14-264 – 299. Reserved.**~~

**Secs. 14-264-265. Reserved.**

### **Division 3. Homebuyer Assistance Program**

#### **Sec. 14-266. Authority.**

(a) *Loan origination.* The County is authorized to originate Deferred Payment Loans directly to low income households and very low income households in accordance with the requirements of this Ordinance and the Program rules and regulations approved by the Council and the MFA. The Deferred Payment Loans shall be made to income qualified residential households under this Homebuyer Assistance Program.

(b) *Qualifying homebuyer assistance program.*

- (1) *Downpayment and Closing Costs Assistance Program.* Origination of loans to income qualified residential households to assist with downpayment and closing costs.

**Sec. 14-267. Definitions.** The following definitions apply to this division unless otherwise provided.

*Affordable housing and Affordable housing unit* means residential housing located within the County for households of low and very low income.

*Affordability period* means that amount of time represented by the term of a mortgage which secures a Deferred Payment Loan made from County funds to a very low income household or low income household holding title to a home they will purchase and occupy as their primary residence and which shall equal the following time periods:

- (1) With a Deferred Payment Loan up to Fourteen Thousand Nine Hundred Ninety-Nine And No 00/100 Dollars (\$14,999.00) then the Affordability Period shall be ten (10) years;
- (2) With a Deferred Payment Loan from Fifteen Thousand And No 00/100 Dollars (\$15,000.00) to Twenty-Five Thousand And No 00/100 Dollars (\$25,000.00), then the Affordability Period shall be fifteen (15) years.

*Deferred payment loan* is a non-amortizing loan, meaning that no payments are due during the loan term until the property is sold, vacated, or where the title is otherwise transferred to another residential household who does not qualify for the Program.

*Eligible Buyer* means a household earning less than eighty (80) percent of the Los Alamos County Area Median Income as calculated by the United States Department of Housing and Urban Development, prior to its downward cap adjustment to the national low income limit.

*Loan review committee* is a committee appointed by the County Manager to work on the review and analysis of loan applications, provide recommendations on Deferred Payment Loan

approvals to the County Manager who will make the final approvals, and to receive appeals from loan applicants regarding loan decisions.

*Low income household* means a household earning less than eighty (80) percent of the Los Alamos County Area Median Income, as calculated by the United States Department of Housing and Urban Development, prior to its downward cap adjustment to the national low income limit.

*MFA* is the New Mexico Mortgage Finance Authority.

*Program* means the Los Alamos County Homebuyer Assistance Program.

*Qualifying recipient* means a person or persons of low or very low income who is qualified to receive a deferred payment homebuyer assistance loan from the County pursuant to the Act, MFA Rules, this Code Ordinance, and is approved by the County or designated party as a qualifying recipient.

*Total subsidy* is the combination of financial assistance received by a recipient in the Home Buyer Assistance Program only in the form of a deferred payment loan from the County and from other funding sources which may be in various forms.

*Very low income household* means a household earning less than fifty (50) percent of Los Alamos County Area Median Income, as defined by the United States Department of Housing and Urban Development.

#### **Sec. 14-268. Total subsidy available by program.**

(a) The Program provides zero (0) percent Deferred Payment Loans from County funds to Very Low Income Households and provides interest bearing Deferred Payment Loans to Low Income Households up to a maximum Program subsidy per property of Twenty-Five Thousand And No 00/100 Dollars (\$25,000.00).

#### **Sec. 14-269. Long term affordability controls.**

(a) County subsidy is provided in the form of a Deferred Payment Loan, secured by a mortgage and promissory note in the amount of the subsidy, and/or any other agreement(s) which the County may require.

(b) The covenants which the County may require include but are not limited to:

(i) Require the qualifying recipient or recipients to occupy the Affordable Housing Unit as a primary residence.

(ii) Provide adequate security against the loss of public funds or property in the event the Qualifying Recipient fails to occupy Affordable Housing Unit as a primary residence.

(c) The terms of the promissory note and associated affordability requirements will be detailed within the Homebuyer Assistance Program approved policies and procedures and will conform to all requirements of the New Mexico Affordable Housing Act and other applicable local, state, or federal laws and ordinances.

(d) The mortgage securing the Deferred Payment Loan will be, generally, subordinate to all pre-existing mortgages on the Affordable Housing Unit, provided that the loan to value ratio of all the mortgages secured by the Affordable Housing Unit is equal to one hundred (100) percent, as determined by the mortgage lender's appraisal.

**Sec. 14-270. Applicant and property eligibility requirements.**

(a) County subsidy is only provided to residents of the County who are Qualified Recipients and who have applied, been screened, and subsequently selected to participate in the Program.

(b) County subsidy is only provided within the County to Qualified Recipients who intend to purchase a home whose value is less than the maximum value established in the Program rules and regulations. Value shall be established by mortgage lender's appraisal of the property.

**Sec. 14-271. Establishment of loan review committee, loan approval, and budget.**

(a) A Loan Review Committee is established to serve as an advisory committee to the program. This committee shall consist of three (3) to five (5) members with knowledge of affordable housing, homeownership programs, and finance and shall provide review and analysis to the County Manager for all proposed Deferred Payment Loan applications selected for approval and which use County funds. All loan applications will be reviewed against the standards mandated under the Homebuyer Assistance Program policies and procedures, as approved by MFA, and other applicable federal or state lending eligibility criteria. All loan reviews by the Loan Committee will be conducted with the assistance and oversight of County staff or designated agent.

(b) The Loan Review Committee shall also receive and review appeals from applicants about the Loan Review Committee's decisions against the Homebuyer Assistance Program policies and procedures. All loan appeal reviews by the Loan Committee will be conducted with the assistance and oversight of County staff or designated agent.

(c) From time to time, and at least annually, staff who are designated to administer the Homebuyer Assistance Program shall submit a budget to the County Council for consideration and approval.

**Sec. 14-272. County and homeowner responsibility for Program execution.**

The following are the minimal responsibilities of the parties in Program execution:

(a) The County or designated agent is responsible for the following tasks: Accepting applications; maintaining a waiting list; making a preliminary determination of recipient eligibility for County and other assistance programs; recommending a total financing plan for the homebuyer; preparing and submitting applications for assistance under County and other assistance programs; evaluating and recommending loan applications for County subsidy; and preparing a mortgage note and other required agreements between the selected applicant and the County. Only the County Manager may approve a loan application.

(b) Homeowner is responsible for the following: Completing the Homebuyer Assistance application; obtaining first mortgage private financing; completing any required homebuyer training program; selecting a home and securing a contract to purchase the home; and in coordination with the County or its agent, executing all required Program documents and complying with the terms of any mortgage and promissory note, which mortgage shall include any other agreement(s) which the County may require.

**Sec. 14-273. Funds Available Under Program.**

(a) Total Subsidy offered under this Program is subject to the availability of County and other funding sources. Nothing in this Ordinance shall be construed as a promise or an obligation of the County to provide any subsidy for any income qualifying household, individual, or property.

(b) Any funds received by the County under this Program for Home Buyer Assistance Program loan repayments shall be retained for the purpose of providing additional loans for Homebuyer Assistance under this Program unless otherwise directed by Council.

**Secs. 14-273-299. Reserved.**

**Section 2. Effective Date.** This Ordinance shall become effective thirty (30) days after notice is published following its adoption.

**Section 3. Severability.** Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 4. Repealer.** All ordinances or resolutions, or parts thereof, inconsistent here with are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**PASSED AND ADOPTED** this \_\_\_\_\_, day of \_\_\_\_\_ 2017.

**INCORPORATED COUNTY OF LOS ALAMOS**

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**David Izraelevitz, Council Chair**

**ATTEST:**

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**Naomi Maestas  
Los Alamos County Clerk**





December 23, 2016

Andrew Harnden  
Housing & Special Projects Manager  
Los Alamos County  
Community Development Department  
1000 Central Avenue #150  
Los Alamos, New Mexico 87544

Re: Incorporated County Of Los Alamos **[REVISED]** Ordinance No. \_\_: An Ordinance Authorizing the Establishment of a Homebuyer Assistance Program, And Amending Chapter 14, Article VII of the Code of the Incorporated County of Los Alamos to Add a Division 3 to Include New Sections Numbered 14-266 through 14-273.

Dear Mr. Harnden:

The New Mexico Mortgage Finance Authority (MFA), in accordance with the Affordable Housing Act (Section 6-27-1 NMSA 1978 et. seq.) (the "Act"), and the Affordable Housing Act Rules (the "Rules") adopted thereto, has reviewed Los Alamos County's **re-submission** of a revised proposed affordable housing ordinance, more fully described above, **following MFA's approval of the original draft ordinance**. MFA has determined that the revised proposed ordinance is in compliance with the requirements set out in the Act and the Rules.

Pursuant to the Rules, **the County must provide MFA** with a certification that the proposed Ordinance was passed by the County Commission, and **with a copy of the approved Ordinance, promptly** upon its adoption by the County Commission.

Thank you Los Alamos County's continued efforts to provide affordable housing for the County's residents. Please feel free to contact me or MFA's Affordable Housing Program Manager Laura Chavez, if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Marjorie A. Martin". The signature is written in a cursive, flowing style.

Marjorie A. Martin  
MFA Attorney



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** A.

**Index (Council Goals):** \* 2016 Council Goal - N/A

**Presenters:** Steven Lynne, Deputy County Manager

**Legislative File:** OR0759-16b

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### Title

Incorporated County of Los Alamos Ordinance No. 668; An Ordinance Making Available a Personal Income Tax Rebate to Eligible Low-Income Los Alamos County Property Taxpayers for Taxable Years 2018, 2019, and 2020.

### Recommended Action

**I move that Council adopt Incorporated County of Los Alamos Ordinance No. 668; An Ordinance Making Available a Personal Income Tax Rebate to Eligible Low-Income Los Alamos County Property Taxpayers for Taxable Years 2018, 2019, and 2020 ; I further move that, upon passage, the Ordinance be published in summary form.**

### County Manager's Recommendation

The County Administrator recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 668.

### Body

Sec 7-2-14.3 of New Mexico Statutes provides that counties will hold a public hearing on whether to participate in the Low-Income Taxpayer's Property Tax Rebate Program. This program provides that low-income taxpayer's may apply to the State for a rebate of up to \$350 per year on their New Mexico Personal Income Tax for a portion of their property tax payment. The County elected to participate in this program beginning in 2001 pursuant to Ordinance No. 456, and has continued since then. The current authorizing ordinance, No. 644 expires after 2017. Ordinance No. 668 would continue the County's participation in this program for another three years, 2018 through 2020. If Ordinance No. 668 is adopted by the Council, the County would then be responsible to reimburse the State Taxation and Revenue Department for the amount of property tax rebates allowed to County taxpayers.

### Alternatives

The County could discontinue Low-Income Taxpayer's Property Tax Rebate Program, which would effectively raise the tax burden for those who currently qualify. The increase in County property tax revenue would be approximately \$17,000-\$22,000 for each tax year.

### Fiscal and Staff Impact/Planned Item

There is minimal staff impact. The fiscal impact for 2015 tax year was a reduction in property tax revenue of \$18,315. The future impact is expected to be of a similar magnitude.

### Attachments

A - Publication Notice

B - Incorporated County of Los Alamos Ordinance No. 668

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**NOTICE OF ORDINANCE NO. 668**

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

Notice is hereby given that the Council, Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 668. This will be considered by the County Council at an open meeting on Tuesday, January 31, 2017 at 6:00 PM, at the LA Municipal Building: 1000 Central Ave. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Ave, Suite 240.

Council of the Incorporated County of Los Alamos

By: /s/ David Izraelevitz, Council Chair

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

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 668**

**AN ORDINANCE MAKING AVAILABLE A PERSONAL INCOME TAX REBATE TO ELIGIBLE LOW-INCOME LOS ALAMOS COUNTY PROPERTY TAXPAYERS FOR TAXABLE YEARS 2018, 2019, AND 2020**

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 668**

**AN ORDINANCE MAKING AVAILABLE A PERSONAL INCOME  
TAX REBATE TO ELIGIBLE LOW-INCOME LOS ALAMOS COUNTY  
PROPERTY TAXPAYERS FOR TAXABLE YEARS 2018, 2019, AND 2020**

**WHEREAS**, as required by Section 7-2-14.3, NMSA, 1978, on January 31, 2017 the County Council held a hearing at a properly noticed meeting of the County Council to consider the question of whether the property tax rebate provided for by state law benefiting low-income property taxpayers in the county should be made available through adoption of a county ordinance.

**NOW, THEREFORE, THE INCORPORATED COUNTY OF LOS ALAMOS HEREBY ORDAINS:**

**Section 1.**

A. The tax rebate provided by this Ordinance may be claimed for the taxable year for which the return is filed by an individual who:

- (1) has his principal place of residence in Los Alamos County;
- (2) is not a dependent of another individual;
- (3) files a return; and
- (4) incurred a property tax liability on his principal place of residence in the taxable year.

B. The tax rebate provided by this Ordinance shall be allowed for any individual eligible to claim the refund and who:

- (1) was not an inmate of a public institution for more than six months during the taxable year;
- (2) was physically present in New Mexico for at least six months during the taxable year; and
- (3) is eligible for the rebate as a low-income property taxpayer in accordance with Paragraph D below.

C. A husband and wife who file separate returns for the taxable year in while they could have filed a joint return may each claim only one-half of the tax rebate that would have been allowed on the joint return.

D. As used in the table in this Ordinance, "property tax liability" means the amount of property tax resulting from the imposition of the county and municipal property tax operating impositions on the net taxable value of the taxpayer's principal place of residence calculated for the year for which the rebate is claimed. The tax rebate provided in this Ordinance is as specified in the following table:

**LOW-INCOME TAXPAYER'S PROPERTY TAX REBATE TABLE**  
**Taxpayer's Modified Gross Income                      Property Tax Rebate**

<b>Over</b>	<b>But Not Over</b>	
<b>\$ 0</b>	<b>\$ 8,000</b>	<b>75% of property tax liability</b>
<b>8,000</b>	<b>10,000</b>	<b>70% of property tax liability</b>
<b>10,000</b>	<b>12,000</b>	<b>65% of property tax liability</b>
<b>12,000</b>	<b>14,000</b>	<b>60% of property tax liability</b>
<b>14,000</b>	<b>16,000</b>	<b>55% of property tax liability</b>
<b>16,000</b>	<b>18,000</b>	<b>50% of property tax liability</b>
<b>18,000</b>	<b>20,000</b>	<b>45% of property tax liability</b>
<b>20,000</b>	<b>22,000</b>	<b>40% of property tax liability</b>
<b>22,000</b>	<b>24,000</b>	<b>35% of property tax liability</b>

E. If a taxpayer's modified gross income is zero, the taxpayer may claim a tax rebate in the amount shown in the first row of the table. The tax rebate provided for in this section shall not exceed three hundred fifty dollars (\$350) per return and, if a return is filed separately that could have been filed jointly, the tax rebate shall not exceed one hundred seventy-five dollars (\$175). No tax rebate shall be allowed any taxpayer whose modified gross income exceeds twenty-four thousand dollars (\$24,000).

F. The tax rebate provided for in this Ordinance may be deducted from the taxpayer's New Mexico income tax liability for the taxable year, as provided in Paragraph D above.

G. This Ordinance applies to taxable years 2018, 2019, and 2020.

H. The County Manager is hereby directed to notify the New Mexico Finance & Administration Department (the "Department") of the adoption of this Ordinance and furnish a copy of the Ordinance to the Department no later than September 1, 2017.

I. The Department shall certify to the County the amount of the loss of income tax revenue to the State for the previous taxable year attributable to the allowance of property tax rebates to taxpayers. The County shall promptly pay the amount certified to the Department.

**Section 2. Effective Date.** This Ordinance shall become effective thirty (30) days after notice is published following its adoption.

**Section 3. Severability.** Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 4. Repealer.** All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**ADOPTED** this 31st day of January, 2017.

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

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**David Izraelevitz**  
**Council Chair**

**ATTEST: (SEAL)**

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



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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Agenda No.: A.  
Index (Council Goals):  
Presenters: County Council - Regular Session  
Legislative File: 8765-16

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### Title

Consider Assessor's Request Regarding Certificate Pay

### Recommended Action

**I move that the Council adopt the following levels of compensation for Assessor staff that achieve the relative levels of certification described in NMSA 4-39-5:**

<b>For Appraiser I Certificate:</b>	<b>\$_____</b>	<b>(up to \$500)</b>
<b>For Appraiser II Certificate:</b>	<b>an additional \$_____</b>	<b>(up to \$1,500)</b>
<b>For Appraiser III Certificate:</b>	<b>an additional \$_____</b>	<b>(up to \$2,500)</b>
<b>For Appraiser IV Certificate:</b>	<b>an additional \$_____</b>	<b>(up to \$3,000)</b>

**and that these amounts be equally divided per pay period and paid from the property valuation fund.**

**I further move that the requirements for certification levels be removed from the Assessor's Office job descriptions, that the current pay scale for these positions be reduced by the same relevant amounts for each required level of certification, and that these changes be implemented for the Fiscal Year beginning July 1, 2017.**

### County Manager's Recommendation

The following discussion is from the perspective of the County Manager and due to its complexity please review the recommendations at the end of the narrative.

### Body

During the salary survey conducted in 2015, a question was raised by the County Assessor's office regarding whether or not the employee's of that department were receiving "certificate pay". Certificate pay is allowed under state statute (see attachment A) relevant to an employee's attainment of a certain level of training, yet also requires approval of the County Council in a specified amount up to a defined maximum. The Assessor also asserted that the most recent Valuation Plan (submitted to and approved by Council during the prior month of March) approved the payment of certificate pay and called for this to be paid from their Reassessment Fund. Upon review of the language in the 2015 valuation plan, it does call for the approval of the source of payment, yet it does not specifically approve the certificate pay as required by state statute.

It must be noted that this same subject arose in 2004, with a very similar assertion by the then-Assessor Leo Barraza. The minutes of that meeting are included as Attachment B. The direction provided by Council at that time was for the County to pay a "one-time-only" certificate pay to the employees of the Assessor's office, for the job descriptions to be



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updated to include the requirement of certification, and for a salary study to be conducted once such updates were made. The County's files show that shortly after that decision by Council, the job descriptions of the Assessor's staff were updated to include requirements for employees of the department to have certain levels of certification, dependent upon the individual position. Other than the incorporation of the requirement into the job description and the subsequent salary surveys and related adjustments, no additional "certificate" pay has been provided to the employees of the Assessor's office since that time.

At the time of the 2015 survey-related discussion, it was noted that the job descriptions for each position within the Assessor's Department included the requirement of specific levels of certification for employment. As such, it would be counter to County personnel practices for an employee to obtain additional payment for a certification that is a requirement for employment. It was further noted that since the job descriptions were used for comparison purposes during the salary survey, that the requirements for these certifications would influence the relative comparison of salaries with our comparator agencies.

There is potential for employees to be compensated for certifications exceeding these base requirements, yet this potential varies by each individual job description within the Assessor's department as the minimum qualifications vary by position. Doing so, however, would again require that the County Council formally approve the compensation for certificate pay and at which rate. Research into County minutes has not produced evidence of this action having ever taken place, however given the 2004 conversation/action as well as subsequent approvals by Council of job descriptions and salary survey results, it can be assumed that the Council has at the minimum approved compensation for the certification levels required within the job descriptions. The level of certificate pay remains a question, however, as the maximum allowed level of compensation for the various certifications was increased by the state legislature in 2015. If you follow the logic of this paragraph, one would infer that the current rates of compensation would be at the former \$3,500 maximum level, while the new law increased the potential maximum compensation to \$7,500.

The question of whether staff are being compensated for their levels of certification is therefore multi-faceted. As stated above it is the position of the County's HR staff that due to the inclusion of the requirements for certification pay within the the department's various job descriptions, coupled with salary surveys conducted utilizing these job descriptions, the Assessor's staff are currently being compensated for the required levels of certification in each job description. In order to demonstrate this perspective, HR staff had to conduct an independent and alternate survey of pay scales for positions within Assessor departments across New Mexico as the issue of certificate pay is not contained in the laws of other states, and many of the surveyed entities in the 2015 Salary Survey were located in these other state jurisdictions.

The results of this investigation are included in Attachment F. If you scroll to the bottom of the page for each job description, you will note that last line represents the comparison of each LAC position to the average of their counterparts' salaries, after incentive pay has been removed from both our salaries and that of the responding counties. For five of the six positions, the result of this analysis demonstrate that the current salaries of our employees exceed the current salaries of their counterparts by 27.5% to 36.9%, depending upon the position. For the remaining position, that of Chief Appraiser, the current LAC salary exceeds



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the average of the respondents by 6.5%, when excluding any certificate pay. For each of the LAC positions, the current statutory (2015) maximum allowed amounts were removed to demonstrate the maximum potential disparity. These results would argue that the majority of the employees of the Assessor's department are currently being compensated at a rate that far exceeds the average of our comparison NM counties, whether or not the issue of certificate pay is included. It also demonstrates that in order to provide equity across all positions within the department, the salary of the Chief Appraiser requires some consideration, yet such consideration does not require action by Council, as that authority resides with the County Manager.

In discussions with the Assessor, it was communicated that his staff conducted their own survey of county salaries (see Attachment D), and their results were different. Without going into significant detail regarding our comparative methods of collecting information, the basic difference was that HR's survey involved the use of published data and IPRA requests, whereas in the Assessor's staff report, it is stated that their methods involved verbal and face-to-face communication with the various departments across the state (see attachment C). Please also note that there is a difference in the total number of Counties surveyed, as well as for certain positions the Assessor chose to use positions that did not share the same job title, but in his opinion demonstrated comparable duties. Both parties shared their information, but neither fully accepted the results of the other survey.

This is a complex issue that has since morphed into a discussion that was not part of Council's direction in April of last year. In the attached report created by the Assessor (see Attachment E), there is information regarding the relative pay of other county positions as compared to the Assessor's "survey" of similar positions in other New Mexico Counties. As described earlier, the recent exercise required our HR staff to conduct a new survey of NM County positions only, whereas the approved Salary Plan and 2015 Salary Survey focused on comparisons that included out-of-state agencies and relied on our relative recruitment areas. In other words, the placement of these identified positions were not intended to be compared to the salaries of the entities that the Assessor's staff collected. To suggest that they should now be compared in this fashion is inconsistent with our Salary Plan, as in this salary plan there are three series of positions established relative to the population from which we wish to recruit. For the 100 level series, we recruit locally and therefore attempt to benchmark our salaries against such local competitor agencies, for the 200 series we do similarly on a regional level, and for the 300 series we seek to do so on a national basis. Inevitably, there will be a disparity when anyone attempts to use our current salary plan to compare against an alternate paradigm.

There are a couple of potential paths forward. The Assessor recommends that Council approve Certification Pay levels and that these payments be made from the Property Valuation Fund, which is outside of the County's general fund. His recommendation is to then change the job descriptions to remove the requirements for certification. The concern is that these actions should be linked, and that if the job descriptions are altered, the pay scale for each job description should also be reduced in an amount similar to the relative certificate pay level, specifically due to the aforementioned survey results. In addition, there would be potential for employees in the positions that currently require less than a level four certification to end up with an increase in total pay relative to their current pay. The main issue here is that in the Assessor's staff report, it is unclear how such adjustments will be

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made as the motion only considers the establishment of certificate pay. The motion proposed above attempts to clarify these concerns.

**Alternatives**

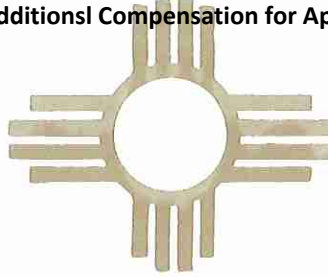
The Council could choose to adopt one of the motions proposed by the Assessor in Attachment C, or take no action at all.

**Fiscal and Staff Impact/Planned Item**

Dependent upon the chosen action, the impact to the General Fund will vary given the question of whether or not to reduce the current pay scales as part of the action. In any of the proposed cases, the Property Valuation Fund would be reduced annually by the cumulative value of the approved incentives.

**Attachments**

- A - State Statute (NMSA 4-39-5 NMSA (2015))
- B - 2004 Staff Report and Minutes
- C - Assessor's Staff Report
- D - Assessor's Staff Salary Survey
- E - Assessor's Survey of Other County Positions
- F - HR State Salary Survey
- G - Assessor's Office Job Descriptions



The Legislature  
of the  
State of New Mexico

52nd Legislature, 1st Session

LAWS 2015

CHAPTER 78

HOUSE BILL 348

Introduced by

REPRESENTATIVE BOB WOOLEY AND REPRESENTATIVE DAVID M. GALLEGOS AND  
REPRESENTATIVE GEORGE DODGE, JR.



# CHAPTER 78

## AN ACT

RELATING TO COUNTY EMPLOYEES; ADJUSTING THE QUALIFICATION  
INCENTIVE PAY FOR APPRAISERS.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 4-39-5 NMSA 1978 (being Laws 1977,  
Chapter 138, Section 2) is amended to read:

"4-39-5. ADDITIONAL COMPENSATION TO APPRAISERS.--A  
board of county commissioners may provide additional  
cumulative increments to the salary of any qualifying  
appraiser employed in the office of the assessor as an  
incentive for obtaining greater qualification levels up to the  
following amounts:

A. an additional five hundred dollars (\$500) a  
year for holding an "Appraiser 1" certificate;

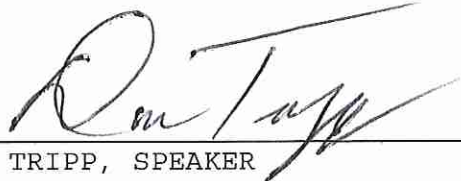
B. an additional one thousand five hundred dollars  
(\$1,500) a year for holding an "Appraiser 2" certificate;

C. an additional two thousand five hundred dollars  
(\$2,500) a year for holding an "Appraiser 3" certificate; and

D. an additional three thousand dollars (\$3,000) a  
year for holding an "Appraiser 4" certificate."

SECTION 2. EFFECTIVE DATE.--The effective date of the  
provisions of this act is July 1, 2015. \_\_\_\_\_

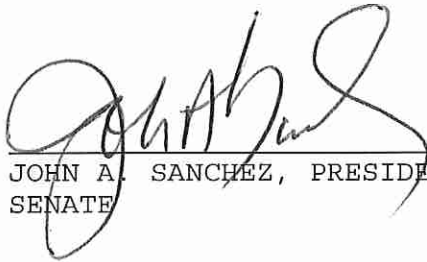
HB 348  
Page 1



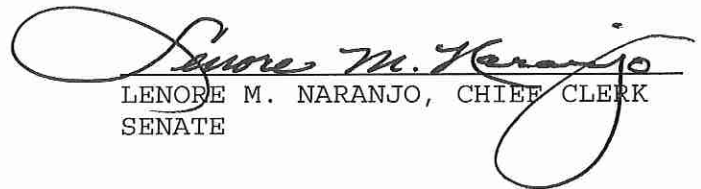
DON TRIPP, SPEAKER  
HOUSE OF REPRESENTATIVES



DENISE RAMONAS, CHIEF CLERK  
HOUSE OF REPRESENTATIVES



JOHN A. SANCHEZ, PRESIDENT  
SENATE



LENORE M. NARANJO, CHIEF CLERK  
SENATE

Approved by me this 8th day of April, 2015

  
SUSANA MARTINEZ, GOVERNOR  
STATE OF NEW MEXICO





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File #: **0690-04**   Version: 1

Type: Briefing/Report (Dept,BCC) - Action Requested   Status: Business

File created: 8/10/2004   In control: County Council - Regular Session

On agenda: 8/24/2004   Final action: 8/24/2004

Title: Additional Compensation for Successful Completion of IAAO (International Association of Assessing Officers) Regarding the Assessor's Office.

Presenters: Diana Stepan; Denise Cassel; Leo Barraza

Attachments: 1. [A. Page 18 of the Approved Los Alamos County Property Valuation Plan](#), 2. [B. Council Minutes from February 10, 2004 Regarding the Los Alamos County Assessor Valuation Agenda Documentation for the Los Alamos County Assessor Valuation Plan](#), 3. [C. Council Minutes from May 15, 2001](#), 4. [D. Property Valuation Fund 7-38-38.pdf](#)

Text

#### Title

Additional Compensation for Successful Completion of IAAO (International Association of Assessing Officers) Regarding the Assessor's Office.

#### Suggested Motion

**I move that the Council approve the Assessor's request to implement a certification incentive program within the Assessor's Office for this year only.**

#### Recommendation

The County Administrator recommends approval of the motion as presented.

#### Body

In January 2001, the Human Resources Division requested that Public Sector Personnel Consultants conduct an update to the Pay & Classification Study. In accordance with Rule 303, the Human Resources Division was required to conduct salary surveys at least on a bi-annual basis. Since they had implemented a new approach by going to a market study only one year earlier, they believed it would be prudent to conduct another Pay & Classification Study for FY2002 to substantiate past findings. As part of the update process, the consultant had recommended that the County dissolve an earlier program referred to as the "Administrative Guidelines for Incentive Pay". This program was designed to provide incentive pay for statutorily required certifications obtained by a small number of employees within the County. The program began in about 1988, and had not been updated since that time. The program identified only five departments and created a disparity with other departments who were not identified in the guidelines. In addition, when the County revised all the job descriptions in 2000, departments included the certification requirements into the minimum qualifications of the job descriptions. (This was to address cases where the County was financing the training/certification of the employee and then paying additional money for required credentials.) Because the County job descriptions were revised, they believed the program was redundant and no longer needed.

In May 15, 2001, Council Approved the FY 2002 Pay and Classification Study, Proposed Job Descriptions and Methodology for the FY 2002 Annual Salary Increases. The motion included the deletion of the "Administrative Guidelines for Incentive Pay." At that time, there was a personnel rule for incentive pay, which stated, "Regular employees who obtain statutorily required certifications as defined in the Administrative Guidelines on Incentive Pay are eligible to receive incentive pay for completion of certification(s) while employed by the County. Incentive pay dollar amounts and certifications required by federal and state statutes are defined in the Incentive Pay Administrative Guidelines. Payment will be made as a bonus amount in mid-December and is not included in base pay except as noted in the Incentive Pay Administrative Guidelines or for purposes of calculating overtime. Payment will be made to eligible employees who are on payroll at the time payment occurs." Due to Council approval of the deletion of the "Administrative Guidelines for Incentive Pay", staff brought forth to Council the deletion of Personnel Rule 318 - Incentive Pay on July 31, 2001, which was approved. Since that time, there has been no additional compensation granted for statutorily required certifications.

On February 10, 2004, the County Assessor's Office sought approval of the County Assessor Valuation Plan. Included in the plan was the hope of the Assessor's Office to allow additional compensation for successful completion of IAAO (International Association of Assessing Officers) courses appropriate for each level of expertise, Appraiser I through Appraiser IV. The Assessor's Office recommended the following:

Appraiser I	compensation for "appraiser I certification"	\$ 500
Appraiser II	compensation for "appraiser II certification"	\$1,500
Appraiser III	compensation for "appraiser III certification"	\$2,500
Appraiser IV	compensation for "appraiser IV certification"	\$3,500

The certification incentive is allowed for under 4-39-5 NMSA 1978. It was the intent of the Assessor's office to fund this program from the restricted Property Valuation Fund, which is allowed for under 7-38-38.1. The section states, "Expenditures from the county property valuation fund may be made pursuant to a property valuation program presented by the county assessor and approved by the majority of the county commissioners."

On February 10, 2004, Council approved the Los Alamos County Assessor Valuation Plan. The implementation of certification was clearly stated on page 18 of the Valuation Plan.

ATTACHMENT B

During discussions with Human Resources staff, concerns were brought forward regarding consistency of application of certification incentives within the County.

The Assessor's Office and the Human Resources Division are now proposing implementation of the Assessor's certification incentive for this year only based on the following: 1) incentives were identified in the Los Alamos County Assessor Evaluation Plan adopted by Council on February 10, 2004; 2) the Assessors' Office had approval of the property valuation fund and budget from Council, and to exclude them after budgets have been approved would deny the Assessors' Office the appeal process provided by law; and 3) the Assessor's positions in the past have not been benchmarked and it is the Human Resources Division's intention to insure that there is a benchmark within that job family in the next salary survey.

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

Funding for the implementation will come from the Property Evaluation Fund and therefore will not impact the general fund.

Implementation of the certification incentive request for the Assessor's Office will require staff time to revise the payroll software system tables.

#### **Attachments**

- A. Page 18 of the Approved Los Alamos County Property Valuation Plan
- B. Council Minutes from February 10, 2004 Regarding the Los Alamos County Assessor Valuation Agenda Documentation for the Los Alamos County Assessor Valuation Plan
- C. Council Minutes from May 15, 2001
- D. Property Valuation Fund 7-38-38.1

The Los Alamos County Assessor is committed to the employment and retention of competent personnel to carry out the Revaluation Plan. Persons will be recruited and employed who demonstrate ability to deal with people, understand the concepts involved in the reappraisal program, communicate effectively, make accurate judgments, and work effectively with minimal supervision.

Property assessment is a field for which there are only minimal opportunities of specialized academic preparation prior to entry. Yet the State of New Mexico and governing bodies have an interest in ensuring that the property tax is competently administered. Certification / re-certification programs not only ensure that assessment personnel, not just appraisers, are able to obtain the qualifications necessary to perform their duties early in their careers, but also continue education and to keep abreast of new developments in the assessment field.

Besides the usual administrative, computer and customer service training, the Senior Appraiser will provide actual training to new employees and on a continuing basis to existing employees in regard to this program. The Los Alamos County Assessor visualizes training as an ongoing program.

The State of New Mexico, Taxation and Revenue Department, Property Tax Division grants certification and 4-39-5 NMSA 1978 allows for additional compensation for successful completion of **IAAO** (International Association of Assessing Officers) courses appropriate for each level of expertise, Appraiser I through Appraiser IV, as follow:

Appraiser I	compensation for "appraiser I certification"	\$ 500
Appraiser II	compensation for "appraiser II certification"	\$1,500
Appraiser III	compensation for "appraiser III certification"	\$2,500
Appraiser IV	compensation for "appraiser IV certification"	\$3,500

The Los Alamos County Assessor will implement this program for the purpose of obtaining and retaining certified professional assessment personnel. The resultant benefits include improved appraisal efficiencies, increased revenue and successful defending of the property values set by the County Assessor

Once obtaining the certification of appraiser IV, employees are required to attend re-certification appraisal courses. Maximum recurring amount, as annual bonuses from the revaluation fund based on the four current employees who have been certified appraisers IV would be 4 positions x \$3,500 = \$14,000.

Page 18 of the approved  
*"Los Alamos County  
 Property Valuation Plan"*  
 Date February 10, 2004



Councilor Wismer was concerned that the friendly amendment includes the board to develop performance measures and that should be staffs responsibility and may not be appropriate for the board to create measures. Ms. Pamela S. Bacon, County Attorney, responded that it is generally a staff function, however, the board may make recommendations.

Councilor Albert called the question on whether to substitute the motion, the motion was seconded by Councilor Wheeler. The question passed 5 – 2; Councilors Albert and Wismer opposed.

Councilor Albert felt the friendly amendment was not necessary. The duties of the board are to initiate and make recommendations to the Council on visitor related programs and other activities. In the Code, their duty is they shall advise the administrator and Council on the expenditure of funds authorized by the New Mexico statute for advertising, publicizing and promoting tourist attractions.

Councilor Albert asked Ms. Dreska if there are other options available if the contract is not approved. Ms. Dreska stated the KanDu Center could be shut down in the Municipal Building and placed at the visitor's center, or the County could ask the Chamber of Commerce to take on that responsibility. Either of those options would adversely impact other operations.

Councilor Albert asked how long would it take to issue an RFP? Ms. Dreska responded at least 90 days, presuming a matrix was developed within that timeframe.

Councilor West stated that Council has set high goals and this issue is taking too much time. An RFP will be issued at a later time, which is a standard operation procedure and at that time these issues would be addressed.

Councilor West called the question, seconded by Councilor Berting. The question passed 5 – 2; Councilors Albert and Wismer opposed.

Councilor Bowman called for public comments. There was none.

Councilor Rodgers moved a substitute motion, seconded by Councilor Berting, that Council approve Amendment No. 3 to Incorporated County of Los Alamos Services Agreement No. AGR2214-03 with the Los Alamos Commerce and Development Corporation in the amount of in the amount of \$203,340 and further move to direct the Lodger's Tax Advisory Board and staff will address developing criteria for evaluating measurable's during the life of the contract. The motion passed 5 – 2; Councilors Albert and Wismer opposed.

**A. Additional Compensation for Successful Completion of IAAO (International Association of Assessing Officers) Regarding the Assessor's Office.**

Mr. Leo Barraza, Deputy County Assessor, stated Council previously approved this item at the regular budget hearing and through the approval of the County Assessor Valuation Plan. There are provisions in state statute that provide for Assessor's to receive certification incentive pay. The incentive pay would come from the Property Valuation Fund, which is a restricted fund and does not have any impact on the general fund. Since the incentive pay was not included in the Assessors' job descriptions, the compromise for this year only, was that the Assessor's staff would handle this as a "bonus" this year and next year a market survey on the positions would be done.

Ms. Denise Cassel, Interim Human Resources Manager, stated when the "Administrative Guidelines for Incentive Pay" was terminated, Human Resources (HR) did not incorporate the incentives that were identified for the positions as part of the job description for the Assessor's Office. If the certifications are needed to do the job, they need to be included in the minimum qualifications in the job description.

Councilor Wismer moved, seconded by Councilor West, that Council approve the Assessor's request to implement a certification incentive program within the Assessor's Office for this year only.

Councilor Berting asked since the administrative guidelines were terminated but the approval of the incentive pay was in the Assessor Valuation Plan, when the certifications are completed would the incentive pay be on going? Ms. Cassel responded it is set-up as a one-time lump sum payment for this year. All employees have obtained certifications and all employees would qualify for the incentive pay. What HR would propose for the next salary survey, is to make sure that the positions in the Assessor's office would be benchmarked and incorporated with the certifications in the position.

Councilor Berting asked when do the certifications expire? Mr. Barraza explained the certifications are on going.

Councilor Berting asked if this would affect bonuses in other departments. Ms. Cassel stated the incentive pay would only be for the Assessor's office and is not being recognized throughout the County. However, the Assessor's Office does have a state statute that allows for the incentive pay since it is coming from the valuation fund and not the general fund. There may be departments that may inquire on this incentive pay.

Ms. Dreska explained other positions that had incentive pay those positions have been benchmarked and they have been incorporated into their job descriptions as a requirement. The Assessor's office was not benchmarked and therefore was not included in their base salary range.

Councilor Bowman called for public comments. There was none.

The motion passed 6 – 0; Councilor Wismer was not present at time of roll call.

#### **B. Consolidated Emergency Communications Center**

Mr. Max Baker, Deputy County Administrator, explained on March 18, 2003 Council authorized the submittal of a letter to the State stating the County's commitment for a centralized 911 communications center. Since that time, the purchase of new equipment for a Centralized 911 Communications Point has received State funding and we are at the point where we must now advise the State where the equipment should be located or if we wish to relinquish the funding to another entity or apply for possible funding in the next round. The purpose of this item is for Council to provide guidance on two points: First, should the County continue to work on creating a Consolidated Communications Center (center) where Police, Fire and Emergency Medical Services calls could be received and appropriate responders dispatched? And secondly, where should the Emergency Communications Center be located? The answer to these questions has some urgency because the State has requested an answer from us on whether we want to install new equipment that would allow for the locating of wireless calls from within the County. The issue of consolidating the dispatch function for all emergency services has existed for many years and rises partly out of the fact that there are currently two Public Safety Answering Points (PSAP) within the boundaries of the County--one at Police Dispatch and one within LANL operated by a laboratory subcontractor. If a call originates from within the County (outside of LANL) then the call is routed to the Police Dispatch answering point. Since that 2003 date, the Laboratory has completed and occupied the new Emergency Operations Center on West Jemez Road. This facility was designed to include a Consolidated Communications Center. The Laboratory, with some County assistance in terms of selection, has purchased new software for Computer Aided Dispatching (CAD) and Records Management. Because this purchase was funded from Cerro Grande Fire money to the Department of Energy, the implementation of the initial phases of this software is to be completed before September 30<sup>th</sup>. The County is providing some staff time

## AGENDA DOCUMENTATION

**TITLE:** Implementation of 4-39-5 NMSA 1978, Amended 2015, an Incentive for Obtaining Greater Appraiser Qualification Levels.

### RECOMMENDED ACTION:

Option 1: I move that the County Council direct staff to prepare a resolution that implements 4-39-5 NMSA 1978, amended 2015, Incentive Payments for Obtaining Greater Appraiser Qualification Levels.

Option 2: I move that the County Council direct staff to prepare a resolution that implements 4-39-5 NMSA 1978, amended 2015, Incentive Payments for Obtaining Greater Appraiser Qualification Levels with the additional certification pay levels as follows:

Appraiser I:	For Appraiser 1 certificate:	\$ _____
Appraiser II:	For Appraiser 2 certificate:	\$ _____
Appraiser III:	For Appraiser 3 certificate:	\$ _____
Appraiser IV:	For Appraiser 4 certificate:	\$ _____

### COUNTY ASSESSOR'S RECOMMENDATION:

The County Assessor recommends that the County Council approve Option 1. As an alternative, however, the County Council may approve other levels of certification pay as permitted by New Mexico Statute.

### BODY:

#### Background

Certification pay for obtaining greater appraiser qualification levels within the County Assessor's Office was considered during the County Council's FY2017 budget hearings. Because the county compensation study, completed in November 2015, did not provide data regarding certification pay, as well as other vague or conflicting historical data, the Council directed the County Manager to work with the County Assessor to obtain more information regarding certification pay, specifically related to programs implemented by other New Mexico counties.

The County Assessor, Ken Milder, and Deputy County Assessor, Joaquin Valdez, met with over half of the NM County Assessors, either in face to face interviews or via teleconference. These personal interviews resulted in much more detailed data than what was garnered through previous open records request. Electronic-based information was also requested and received from other County Assessors. Requested information included job descriptions so that actual job duties could be compared, not just job titles, which vary county to county. (Data collected by the County Assessor's Office was shared with the Los Alamos County Human Resources Department. HR shared its data with the County Assessor's Office.)

The findings from these interviews and additional data showed that most NM counties have implemented the latest certification pay statute. Although the specific method of implementation varied, there was a preponderance of counties showing the payment as a separate line item on paystubs.

During the 2015 county orientation for newly elected officials, the current County Assessor had asked whether or not certified employees in the Assessor's Office were receiving the certification pay. He was told "yes," it is included in their base salary. Some months later, during implementation of the County's new Compensation Plan, it was discovered that the pay might not have been included. Review of both historical documents and current research show that, indeed, certification has not been paid, contrary to what was believed by both the employees and County Assessor. Staff feel that they have been misled.

Notwithstanding the question of whether or not employees received certification pay pursuant to statute and formal action by previous County Councils, a question was raised regarding whether or not current employee salaries were already high enough, relative to other counties, to render as moot the certification pay question. This question, however, raised other questions regarding the relative salaries of **all** county employees. That is, when taken as a group, are Los Alamos County base salaries greater than other NM county salaries and are County Assessor staff salaries out of line with salaries of other Los Alamos County staff? Again, the 2015 Compensation Study could not adequately answer this question because it included a small, pre-selected subset of job positions.

Because of questions raised by the County's Human Resources Department, the County Assessor's Office expanded its research to include a broader range of county job positions. Its findings indicate that Los Alamos County salaries are higher, often much higher, than that paid by other counties. The highest salaries, from 40% to 50% in some cases, are weighted toward upper management but even janitors are paid at significantly higher levels compared to other counties. So, when looking at the total picture, County Assessor Office staff salaries are **neither** high **nor** out of line with other Los Alamos County job positions. Furthermore, the data further verifies that certification pay has not been provided.

### Moving Forward:

Los Alamos County has granted certification or incentive pay to other employees for years; firefighters for example. Unlike those other incentive programs, the ability to grant appraiser certification pay is established in New Mexico law. In 2015, the NM Legislature, knowing the importance of having highly qualified, professional staff, and the importance of what that means to the schools, higher education, livestock board, and all taxing entities that rely on property taxes, passed a bill that more than doubled the appraiser incentive pay. A majority of NM counties have passed resolutions to increase the appraiser incentive pay to the new levels specified in 4-39-5 NMSA 2015. (Updated citation.) Furthermore, certification payments are a legally permitted expenditure from the Property Valuation Fund (PVF) so payments do not need to burden the General Fund. (Every property taxing entity pays 1% of its property tax revenue into the PVF. In Los Alamos County, this includes the state, public schools, and UNM-LA, not only the county. All of these entities benefit from having a qualified assessing staff.)

Los Alamos County needs to correct and clarify the current certification pay issue. This can be done through a two-step process. Firstly, as done in most NM counties, approve a resolution implementing 4-39-5 NMSA 2015. Secondly, the County Assessor will propose modifications to the Office's job descriptions to further clarify required and preferred job qualifications.

Fiscal Impact:

Certification payments are a legally allowable expense from the Property Valuation Fund (PVF). PVF revenue is derived from 1% of property taxes imposed by taxing entities. (PVF expenditures are used for *reappraisal* purposes. This includes training and certification. It *excludes*, mass appraisal, administration, recordkeeping, etc.)

Assessor's Staff Compensation Study  
Chief Deputy Assessor

County	Assessor	Chief Deputy Assessor			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Bernalillo	Tanya Giddings Damian Lara				\$7,500 \$3.61				x		Chief Information Officer and Chief Admin Officer - <u>Appointee</u> . No job description; combined salary of \$151,410. Incentive increased to \$7,500 in 2015. Lump sum in March, separate check.
Catron	Susan Griffin Lillie Laney										
Chaves	Mark Willard Ron Lethgo					\$3,500 \$1.68			x		Chief Deputy Assessor - 95% of elected assessor. NM Certified Appraiser <u>is preferred</u> , appointed by Elected Assessor. \$3,500 to the Assessor and Chief Deputy Assessor. Lump-sum, separate check.
Cibola	Geraldine Rael Mark Montoya										
Colfax	Linda Gallegos Kristi Graham						\$6,500 \$3.13			x	Chief Deputy Assessor - <u>No minimum qualifications</u> , no job description. Appointed by elected assessor. Incentive paid hourly as a separate line item.
Curry	Candace Morrison Jeanette Spriggs										Chief Deputy Assessor - Appointed position, <u>no minimum qualifications</u> . NM Certified Appraiser <u>is not required</u> .
De Baca	Josephine Lucero Denise Cones										
Dona Ana	Andy Segovia Paul Ponce				\$7,500 \$3.61					x	Chief Deputy Assessor - Appointed position, no Job Description, <u>no minimum qualifications</u> . Incentive paid hourly as a separate line item.
Eddy	Gemma Ferguson Rhonda Hatch	\$50,641 \$24.35	\$55,886 \$26.87	\$63,677 \$30.61	\$7,500 \$3.61					x	Chief Deputy Assessor - 95% of elected official. Max average of <b>Chief Deputy</b> and <b>Data Auditor</b> , Min and Mid from Data Auditor. NM Certified Appraiser <u>is required</u> . No Job Description. Incentive added to hourly salary.
Grant	Raul Turrietta Jennifer Barraza										
Guadalupe	Roberta Chavez Angela Gomez										
Harding	Pete Callahan										
Hidalgo	Jody Lynn Hatch										
Lea	Sharla Kennedy Janice Joiner										
Lincoln	Paul Baca Yovanne Lucero										
Los Alamos	Ken Milder Joaquin Valdez	\$61,000 \$29.33	\$75,450 \$36.27	\$89,900 \$43.22							
Luna	Delilah Orquiz-Rojo Barbara Cobos	\$41,887 \$20.14	\$52,359 \$25.17	\$62,830 \$30.21			\$5,500 \$2.64			x	Chief Deputy Assessor - <u>No minimum qualifications</u> , appointed position, no job description. Incentive of \$5,500 included in hourly salary. Out of PVF.
McKinley	Kathleen Arviso Ernest C Becenti III	\$37,225 \$17.90	\$45,599 \$21.92	\$53,974 \$25.95		\$3,500 \$1.68				x	Chief Deputy Assessor - <u>No minimum qualifications</u> . Appointed by elected assessor. Incentive included in hourly salary.
Mora	Paul Duran Sherry Serna										
Otero	Steve Boyle Gonzalo Estrada				\$7,500 \$3.61					x	Current <b>Chief Deputy Assessor</b> is a <u>contract employee</u> who recently retired for the office. He does not currently get the incentive pay, however, according to the Assessor, if he would hire one, they would be eligible. Incentive included in

Assessor's Staff Compensation Study  
Chief Deputy Assessor

County	Assessor	Chief Deputy Assessor			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Quay	Vic Baum Janie Hoffman										
Rio Arriba	Levi Valdez Jr. Josie Valdez				\$7,500 \$3.61					x	Official Deputy - 85% of elected official salary. Appointed by elected official, <u>no minimum qualifications</u> , no job description.
Roosevelt	George Beggs Stevin Floyd				\$7,500 \$3.61				x		Chief Deputy Assessor - 95% of elected official. Incentive paid Quarterly included in salary.
San Juan	Clyde Ward Jimmy Voita	\$63,232 \$30.40	\$77,147 \$37.09	\$94,141 \$45.26	\$7,500 \$3.61					x	Chief Deputy Assessor - No job description, <u>no minimum qualifications</u> . Appointed by elected assessor. Incentive paid hourly as a separate line item.
San Miguel	Patricia Gallegos Elaine Estrada	\$27,000 \$12.98		\$40,000 \$19.23	\$7,500 \$3.61				x		Chief Deputy Assessor and First Deputy Assessor - appointed by elected assessor, <u>very minimal requirements</u> . NM Certified Appraiser is not required. Combined min and max salary <b>\$52,000 - \$72,000 + \$14,500</b> incentive.
Sandoval	Tom Garcia Christie Humphrey				\$7,500 \$3.61					x	Chief Deputy Assessor - appointed by the elected assessor. Some of the duties and responsibilities shared with the Chief Assessment Officer. Combined min and max salary <b>\$139,044 + \$14,500 incentive</b> . Included in the salary, separate from
Santa Fe	Gus Martinez Gary Perez	\$63,731 \$30.64	\$85,799 \$41.25	\$95,598 \$45.96	\$7,500 \$3.61					x	Chief Deputy Assessor - Incentive up to \$7,500 paid hourly as a separate line item. Appointed by the elected county assessor. NM Certified Appraiser <u>not required</u> . <u>Very minimal qualification</u> . Incentive paid hourly as a separate line item.
Sierra	Keith Whitney										
Socorro	Henry Jojola Julie Griego										
Taos	Abel Montoya Randy Baca	\$58,760 \$28.25	\$70,928 \$34.10	\$83,075 \$39.94	\$7,500 \$3.61					x	Chief Deputy Assessor - % of elected assessor's salary. Taos County <b>Chief Appraiser</b> has similar duties and responsibilities and qualifications as the Chief Deputy of LAC. NM Certified Appraiser <u>is required</u> . Incentive is paid hourly included with
Torrance	Betty Cabber Jesse Lucero				\$7,500 \$3.61					x	Chief Deputy Assessor - Incentive up to \$7,500 paid hourly as a separate line item. No Salary study nor salary plan in place. No minimum qualification.
Union	Frank Aragon Louis Trujillo										
Valencia	Michelle Garcia Paul Luna					\$3,500 \$1.68				x	Chief Deputy Assessor - Incentive up to \$3,500 paid hourly. Appointed by elected assessor. No Salary study nor salary plan in place. <u>No minimum qualification</u> .
Averages excluding LAC		\$48,925 \$23.52	\$64,620 \$31.07	\$70,471 \$33.88	\$7,500 \$3.61	\$3,500 \$1.68	\$6,000 \$2.88	#DIV/0! #DIV/0!			
95% of Average		\$46,479 \$22.35	\$61,389 \$29.51	\$66,947 \$32.19	\$7,125 \$3.43						
105% of Average		\$51,371 \$24.70	\$67,851 \$32.62	\$73,994 \$35.57	\$7,875 \$3.79						
Los Alamos County		\$61,000 \$29.33	\$75,450 \$36.27	\$89,900 \$43.22							
LAC %+- of Average		19.79%	14.35%	21.61%							
LAC %+- of Avg. + \$7,500		7.50%	4.41%	13.27%							

Compensation Study - Assessor's Staff  
Chief Appraiser

County	Assessor	Chief Appraiser			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Bernalillo	Tanya Giddings Damian Lara	\$42,327 \$20.35	\$55,750 \$26.80	\$71,257 \$34.26	\$7,500 \$3.61				x		Assessment Manager - NM Certified Appraiser <u>is required</u> . Lump sum paid in March, separate check.
Catron	Susan Griffin Lillie Laney										
Chaves	Mark Willard Ron Lethgo				\$7,500 \$3.61				x		Chief Appraiser - Contract employee. NM Certified Appraiser <u>is preferred</u> . \$7,500 incentive paid annually as a lump-sum, separate from salary out of PVF.
Cibola	Geraldine Rael Mark Montoya										
Colfax	Linda Gallegos Kristi Graham	\$33,540 \$16.13	\$41,925 \$20.16	\$50,310 \$24.19			\$6,500 \$3.13			x	Chief Appraiser - NM Certified Appraiser <u>is required</u> . Incentive paid hourly as a separate line item.
Curry	Candace Morrison Jeanette Spriggs										
De Baca	Josephine Lucero Denise Cones										
Dona Ana	Andy Segovia Paul Ponce	\$40,402 \$19.42	\$53,612 \$25.77	\$66,822 \$32.13	\$7,500 \$3.61					x	Chief Appraiser - IAAO Couse I and II <u>is required</u> . Incentive paid hourly as a separate line item.
Eddy	Gemma Ferguson Rhonda Hatch	\$45,890 \$22.06	\$50,641 \$24.35	\$58,709 \$28.23	\$7,500 \$3.61					x	Chief Appraiser - NM Certified Appraiser <u>is required</u> . Non-exempt position. Incentive added to hourly salary.
Grant	Raul Turrietta Jennifer Barraza										
Guadalupe	Roberta Chavez Angela Gomez										
Harding	Pete Callahan										
Hidalgo	Jody Lynn Hatch										
Lea	Sharla Kennedy Janice Joiner										
Lincoln	Paul Baca Yovanne Lucero										
Los Alamos	Ken Milder Joaquin Valdez	\$45,500 \$21.88	\$56,400 \$27.12	\$67,300 \$32.36							
Luna	Delilah Orquiz-Rojo Barbara Cobos	\$34,379 \$16.53	\$42,973 \$20.66	\$51,568 \$24.79	\$7,500 \$3.61					x	Chief Appraiser - NM Certified Appraiser <u>is required</u> . Incentive of \$7,500 included in hourly salary.
McKinley	Kathleen Arviso Ernest C Becenti III	\$37,224 \$17.90	\$45,599 \$21.92	\$53,974 \$25.95		\$3,500 \$1.68				x	Chief Appraiser - NM Certified Appraiser <u>is required</u> . Incentive included in hourly salary.
Mora	Paul Duran Sherry Serna										
Otero	Steve Boyle Gonzalo Estrada	\$44,200 \$21.25	\$49,530 \$23.81	\$54,860 \$26.38	\$7,500 \$3.61					x	Chief Appraiser - NM Certified Appraiser <u>is required</u> . County does not really follow salary schedule provided. Job Duties are far else than LAC. Incentive included in hourly salary.



Compensation Study - Assessor's Staff  
Chief Appraiser

County	Assessor	Chief Appraiser			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Quay	Vic Baum Janie Hoffman										
Rio Arriba	Levi Valdez Jr. Josie Valdez	\$35,485 \$17.06	\$42,286 \$20.33	\$48,672 \$23.40	\$7,500 \$3.61					x	Chief Appraiser - RAC has two Chief Appraisers. NM Certified Appraiser <u>is required</u> . Significant less duties and responsibilities than LAC. Incentive paid hourly as a separate line item.
Roosevelt	George Beggs Stevin Floyd	\$32,722 \$15.73	\$40,903 \$19.66	\$49,083 \$23.60	\$7,500 \$3.61				x		Chief Appraiser - appointed by elected Assessor. Incentive paid Quarterly included in salary. Out of PVF.
San Juan	Clyde Ward Jimmy Voita	\$45,552 \$21.90	\$55,557 \$26.71	\$67,808 \$32.60	\$7,500 \$3.61					x	Chief Appraiser - NM Certified Appraiser <u>level 3 or 4 is required</u> . Duties and responsibilities are significantly less that LAC. Incentive paid hourly as a separate line item.
San Miguel	Patricia Gallegos Elaine Estrada	\$25,000 \$12.02		\$32,000 \$15.38	\$7,500 \$3.61				x		Chief Appraiser - NM Certified Appraiser <u>is required</u> . Incentive paid as a lump sum in July.
Sandoval	Tom Garcia Christie Humphrey				\$7,500 \$0.00					x	Appraisal Database Admin - Included in the salary, separate from base pay, not allowed for overtime.
Santa Fe	Gus Martinez Gary Perez	\$42,931 \$20.64		\$64,397 \$30.96	\$7,500 \$3.61					x	Chief Appraiser - NM Certified Appraiser <u>is required</u> . Non-exempt position. Salaries paid out of GF. Two Chief Appraiser Positions in SFC. Incentive paid hourly as a separate line item.
Sierra	Keith Whitney										
Socorro	Henry Jojola Julie Griego										
Taos	Abel Montoya Randy Baca	\$35,547 \$17.09	\$43,160 \$20.75	\$50,752 \$24.40	\$7,500 \$3.61					x	Senior Appraiser - NM Certified Appraiser <u>is required</u> . Shares some duties and responsibilities of the Chief Appraiser in Taos County and are similar to the Chief Appraiser in LAC. Incentive is paid hourly included with salary.
Torrance	Betty Cabber Jesse Lucero				\$7,500 \$3.61					x	Chief Appraiser - NM Certified Appraiser <u>not required</u> . Incentive up to \$7,500 incentive, paid hourly, separate line item. No Salary study nor salary plan in place.
Union	Frank Aragon Louis Trujillo										
Valencia	Michelle Garcia Paul Luna					\$3,500 \$1.68				x	
Averages excluding LAC		\$38,092 \$18.31	\$47,449 \$22.81	\$55,401 \$26.64	\$7,500 \$3.35	\$3,500 \$1.68	\$6,500 \$3.13	#DIV/0! #DIV/0!			
95% of Average		\$36,188 \$17.40	\$45,076 \$21.67	\$52,631 \$25.30	\$7,125 \$3.43						
105% of Average		\$39,997 \$19.23	\$49,821 \$23.95	\$58,171 \$27.97	\$7,875 \$3.79						
Los Alamos County		\$45,500 \$21.88	\$56,400 \$27.12	\$67,300 \$32.36							
LAC %+- of Average		16.28%	15.87%	17.68%							
LAC %+- of Avg. + \$7,500		-0.20%	2.57%	6.54%							

Compensation Study - Assessor's Staff  
Appraiser

County	Assessor	Appraiser			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Bernalillo	Tanya Giddings Damian Lara	\$42,327 \$20.35	\$55,750 \$26.80	\$71,257 \$34.26	\$7,500 \$3.61				x		Reappraisal/Commercial Manager - NM Certified Appraiser <u>is required</u> .
Catron	Susan Griffin Lillie Laney										
Chaves	Mark Willard Ron Lethgo	\$24,731 \$11.89		\$38,813 \$18.66	\$7,500 \$3.61				x		Appraiser - NM Certified Appraiser <u>is preferred</u> . \$7,500 incentive paid annually as a lump-sum, separate from salary out of PVF.
Cibola	Geraldine Rael Mark Montoya										
Colfax	Linda Gallegos Kristi Graham	\$28,216 \$13.57	\$35,270 \$16.96	\$42,324 \$20.35			\$6,500 \$3.13			x	Appraiser IV - NM Certified Appraiser <u>is required</u> . Less duties and responsibilities that the position in LAC. Incentive paid hourly as a separate line item.
Curry	Candace Morrison Jeanette Spriggs										
De Baca	Josephine Lucero Denise Cones										
Dona Ana	Andy Segovia Paul Ponce	\$32,109 \$15.44	\$41,723 \$20.06	\$51,337 \$24.68	\$7,500 \$3.61					x	Appraisal Supervisor(s) - NM Certified Appraiser Level IV <u>is required</u> . Shares some of the duties of a <b>Data Analysis Coordinator</b> which is a higher range. Incentive paid hourly as a separate line item.
Eddy	Gemma Ferguson Rhonda Hatch	\$36,770 \$17.68	\$40,575 \$19.51	\$47,034 \$22.61	\$7,500 \$3.61					x	Appraiser IV - positions up to Appraiser IV. Appraiser certificates <u>is required</u> . Incentive added to hourly salary.
Grant	Raul Turrietta Jennifer Barraza										
Guadalupe	Roberta Chavez Angela Gomez										
Harding	Pete Callahan										
Hidalgo	Jody Lynn Hatch										
Lea	Sharla Kennedy Janice Joiner										
Lincoln	Paul Baca Yovanne Lucero										
Los Alamos	Ken Milder Joaquin Valdez	\$42,300 \$20.34	\$52,300 \$25.14	\$62,300 \$29.95							
Luna	Delilah Orquiz-Rojo Barbara Cobos	\$28,922 \$13.90	\$36,152 \$17.38	\$43,382 \$20.86	\$7,500 \$3.61					x	Certified Appraiser - NM Certified Appraiser <u>is required</u> . Less duties and responsibilities than the position in LAC. Incentive of \$7,500 included in hourly salary.
McKinley	Kathleen Arviso Ernest C Becenti III	\$31,913 \$15.34	\$39,094 \$18.80	\$46,274 \$22.25		\$3,500 \$1.68				x	Appraiser IV - NM Certified Appraiser <u>is required</u> . Incentive included in hourly salary.
Mora	Paul Duran Sherry Serna										
Otero	Steve Boyle Gonzalo Estrada	\$28,000 \$13.46	\$31,450 \$15.12	\$36,920 \$17.75	\$7,500 \$3.61					x	Field Appraiser - Trainee to Appraiser IV, <u>requires</u> Appraiser Certificate 1-4. County does not really follow salary schedule provided. Job Duties are far else than LAC. Incentive included in hourly salary.

Compensation Study - Assessor's Staff  
Appraiser

County	Assessor	Appraiser			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Quay	Vic Baum Janie Hoffman										
Rio Arriba	Levi Valdez Jr. Josie Valdez	\$31,700 \$15.24	\$38,126 \$18.33	\$44,512 \$21.40	\$7,500 \$3.61					x	Field Appraiser IV - NM Certified Appraiser <u>is required</u> . Duties and responsibilities are far less than position in LAC. Incentive paid hourly as a separate line item.
Roosevelt	George Beggs Stevin Floyd	\$28,216 \$13.57	\$35,270 \$16.96	\$42,324 \$20.35	\$7,500 \$3.61				x		Incentive paid Quarterly included in salary. Out of PVF.
San Juan	Clyde Ward Jimmy Voita	\$35,256 \$16.95	\$42,994 \$20.67	\$52,478 \$25.23	\$7,500 \$3.61					x	Residential Appraisal Manager - LAC also share some duties of the Quality Control Supervisor. NM Certified Appraiser <u>is required</u> . Incentive paid hourly as a separate line item.
San Miguel	Patricia Gallegos Elaine Estrada	\$25,000 \$12.02		\$32,000 \$15.38	\$7,500 \$3.61				x		Appraiser III - currently vacant, NM Certified Appraiser within 5 years <u>is required</u> . Duties and responsibilities are far less than position in LAC. Incentive paid as a lump sum in July.
Sandoval	Tom Garcia Christie Humphrey				\$7,500 \$3.61					x	Senior Appraiser - Included in the salary, separate from base pay, not allowed for overtime.
Santa Fe	Gus Martinez Gary Perez	\$37,020 \$17.80		\$55,530 \$26.70	\$7,500 \$3.61					x	Senior Appraiser - NM Certified Appraiser level I and II <u>are required</u> . The current salary is an average of 8 positions ranging from \$24.42 to 22.59/hr. Incentive paid hourly as a separate line item.
Sierra	Keith Whitney										
Socorro	Henry Jojola Julie Griego										
Taos	Abel Montoya Randy Baca	\$30,451 \$14.64	\$37,045 \$17.81	\$43,618 \$20.97	\$7,500 \$3.61					x	Appraiser IV - NM Certified Appraiser <u>is required</u> . Shares some duties and responsibilities of the Senior Appraiser in Taos County and are similar to the Appraiser in LAC. Incentive is paid hourly included with salary.
Torrance	Betty Cabber Jesse Lucero				\$7,500 \$3.61					x	Database Administrator - NM Certified appraiser <u>is not required</u> . No Salary study nor salary plan in place. No Salary study nor salary plan in place. Incentive up to \$7,500 paid hourly as a separate line item.
Union	Frank Aragon Louis Trujillo										
Valencia	Michelle Garcia Paul Luna					\$3,500 \$1.68				x	
Averages excluding LAC		\$31,474 \$15.13	\$39,404 \$18.94	\$46,272 \$22.25	\$7,500 \$3.61	\$3,500 \$1.68	\$6,500 \$3.13	#DIV/0! #DIV/0!			
95% of Average		\$29,900 \$14.38	\$37,434 \$18.00	\$43,958 \$21.13	\$7,125 \$3.43						
105% of Average		\$33,047 \$15.89	\$41,375 \$19.89	\$48,585 \$23.36	\$7,875 \$3.79						
Los Alamos County		\$42,300 \$20.34	\$52,300 \$25.14	\$62,300 \$29.95							
LAC %+- of Average		25.59%	24.66%	25.73%							
LAC %+- of Avg. + \$7,500		7.86%	10.32%	13.69%							

Compensation Study - Assessor's Staff  
Senior Assessment Specialist

County	Assessor	Senior Assessment Spcl			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Bernalillo	Tanya Giddings Damian Lara	\$39,364 \$18.93	\$51,823 \$24.91	\$66,209 \$31.83	\$7,500 \$3.61				x		Customer Service Sup, Mobile Home Sup - NM Appraiser Certificate <u>is required</u> . Lump sum paid in March, separate check.
Catron	Susan Griffin Lillie Laney										
Chaves	Mark Willard Ron Lethgo	\$25,917 \$12.46		\$40,019 \$19.24				x			Administrative Deputy Assessor - No Incentive pay. Job Duties do not require valuation. Does not require NM Certified Appraiser. Job duties and responsibilities are far less than LAC.
Cibola	Geraldine Rael Mark Montoya										
Colfax	Linda Gallegos Kristi Graham	\$24,331 \$11.70	\$30,413 \$14.62	\$36,496 \$17.55				x			Senior Deputy Assessor - Duties and Responsibilities are not comparable to LAC. No valuation of property. Does not require NM Certified Appraiser.
Curry	Candace Morrison Jeanette Spriggs										
De Baca	Josephine Lucero Denise Cones										
Dona Ana	Andy Segovia Paul Ponce	\$32,109.30 \$15.44	\$41,723.08 \$20.06	\$41,723.08 \$20.06	\$7,500 \$3.61					x	Personal Property Supervisor, Title Examiner Supervisor - duties of both, requires NM certified Appraiser is preferred. LAC duties include mobile homes and livestock valuation. Incentive paid hourly as a separate line item.
Eddy	Gemma Ferguson Rhonda Hatch	\$35,876 \$17.25	\$39,588 \$19.03	\$45,890 \$22.06	\$7,500 \$3.61					x	Data Analyst - IAAO certificates are required. Incentive added to hourly salary.
Grant	Raul Turrietta Jennifer Barraza										
Guadalupe	Roberta Chavez Angela Gomez										
Harding	Pete Callahan										
Hildago	Jody Lynn Hatch										
Lea	Sharla Kennedy Janice Joiner										
Lincoln	Paul Baca Yovanne Lucero										
Los Alamos	Ken Milder Joaquin Valdez	\$40,300 \$19.38	\$49,800 \$23.94	\$59,300 \$28.51							
Luna	Delilah Orquiz-Rojo Barbara Cobos	\$23,737 \$11.41	\$29,672 \$14.27	\$35,606 \$17.12				x			County Services Specialist Supr. - would be more of an appraiser as position <u>does not do valuation</u> . LAC duties include valuation of personal property, mobile homes, livestock.
McKinley	Kathleen Arviso Ernest C Becenti III					\$3,500 \$1.68				x	Administrative Assistant and Appraiser III - duties and responsibilities of the LAC Assessment Specialist are shared by these two positions. Appraiser <u>does require</u> NM Certified Appraiser. Incentive included in hourly salary.
Mora	Paul Duran Sherry Serna										
Otero	Steve Boyle Gonzalo Estrada	\$25,979 \$12.49	\$31,450 \$15.12	\$36,920 \$17.75				x			Assessment Specialist - <u>Does not require valuations</u> . County does not really follow salary schedule provided. Job Duties are far else than LAC.

Compensation Study - Assessor's Staff  
Senior Assessment Specialist

County	Assessor	Senior Assessment Spcl			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Quay	Vic Baum Janie Hoffman										
Rio Arriba	Levi Valdez Jr. Josie Valdez	\$39,645 \$19.06	\$46,446 \$22.33	\$52,832 \$25.40	\$7,500 \$3.61					x	Administrative Assistant IV - <u>Does not require</u> an NM Certified Appraiser. Incentive paid hourly as a separate line item.
Roosevelt	George Beggs Stevin Floyd										
San Juan	Clyde Ward Jimmy Voita	\$39,250 \$18.87	\$47,882 \$23.02	\$58,406 \$28.08				x			Property Records Maintenance Manager - Does not does valuations like the Senior Assessment Specialist in LAC. NM Certified Appraiser <u>is not required</u> . Incentive paid hourly as a separate line item.
San Miguel	Patricia Gallegos Elaine Estrada	\$25,000 \$12.02		\$32,000 \$15.38	\$7,500 \$3.61				x		Mobile Home Appraiser - NM Certified Appraiser <u>is not required</u> . Duties and responsibilities are far less than required for LAC. Incentive paid as a lump sum in July.
Sandoval	Tom Garcia Christie Humphrey							x		x	Exemption Specialist and Customer Service Supervisor - position <u>does not require</u> NM Certified Appraiser. Position does not require valuation. Included in the salary, separate from base pay, not allowed for overtime.
Santa Fe	Gus Martinez Gary Perez				\$7,500 \$3.61					x	Appraisal Assessment Manager - NM Certified Appraiser <u>is required</u> . Incentive paid hourly as a separate line item.
Sierra	Keith Whitney										
Socorro	Henry Jojola Julie Griego										
Taos	Abel Montoya Randy Baca	\$29,307 \$14.09	\$35,714 \$17.17	\$41,995 \$20.19	\$7,500 \$3.61					x	Personal Property Appraiser IV - Appraiser Level I <u>is required</u> . LAC position has greater responsibilities and do valuations. Incentive is paid hourly included with salary.
Torrance	Betty Cabber Jesse Lucero				\$7,500 \$3.61					x	Ag/Personal Property Clerk - Does not require a NM Certified Appraiser. No Salary study nor salary plan in place. Incentive up to \$7,500 paid hourly as a separate line item.
Union	Frank Aragon Louis Trujillo										
Valencia	Michelle Garcia Paul Luna										
Averages excluding LAC		\$30,956 \$14.88	\$39,412 \$18.95	\$44,372 \$21.33	\$7,500 \$3.61	\$3,500 \$1.68	#DIV/0! #DIV/0!	#DIV/0! #DIV/0!			
95% of Average		\$29,408 \$14.14	\$37,442 \$18.00	\$42,154 \$20.27	\$7,125 \$3.43						
105% of Average		\$32,504 \$15.63	\$41,383 \$19.90	\$46,591 \$22.40	\$7,875 \$3.79						
Los Alamos County		\$40,300 \$19.38	\$49,800 \$23.94	\$59,300 \$28.51							
LAC %+- of Average		23.19%	20.86%	25.17%							
LAC %+- of Avg. + \$7,500		4.58%	5.80%	12.53%							

Compensation Study - Assessor's Staff  
Assessment Specialist

County	Assessor	Assessment Specialist			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Bernalillo	Tanya Giddings Damian Lara	\$32,806 \$15.77	\$43,880 \$21.10	\$55,260 \$26.57				x			Assessment Info. Analyst - NM Certified Appraiser <u>is not required</u> , does not do valuations like LAC.
Catron	Susan Griffin Lillie Laney										
Chaves	Mark Willard Ron Lethgo	\$23,462 \$11.28		\$37,565 \$18.06				x			Deputy Assessor - No Incentive pay. Job Duties do not require valuation. <u>Does not require</u> NM Certified Appraiser. Job duties and responsibilities are far less than LAC.
Cibola	Geraldine Rael Mark Montoya										
Colfax	Linda Gallegos Kristi Graham	\$21,505 \$10.34	\$26,881 \$12.92	\$32,257 \$15.51				x			Deputy Assessor - Duties and Responsibilities are not comparable to LAC. No valuation of property. Does <u>not require</u> NM Certified Appraiser.
Curry	Candace Morrison Jeanette Spriggs										
De Baca	Josephine Lucero Denise Cones										
Dona Ana	Andy Segovia Paul Ponce	\$27,548 \$13.24	\$35,836 \$17.23	\$40,402 \$19.42	\$7,500 \$3.61			x		x	Administrative Assistant, Title Examiner, Document Technician, and Appraiser - duties of all listed. IAAO courses <u>are required</u> . Incentive paid hourly as a separate line item.
Eddy	Gemma Ferguson Rhonda Hatch	\$34,153 \$16.42	\$37,686 \$18.12	\$43,685 \$21.00	\$7,500 \$3.61					x	Deputy Assessor II - IAAO courses <u>is required</u> . Salaries out of GF. Incentive added to hourly salary.
Grant	Raul Turrietta Jennifer Barraza										
Guadalupe	Roberta Chavez Angela Gomez										
Harding	Pete Callahan										
Hidalgo	Jody Lynn Hatch										
Lea	Sharla Kennedy Janice Joiner										
Lincoln	Paul Baca Yovanne Lucero										
Los Alamos	Ken Milder Joaquin Valdez	\$36,600 \$17.60	\$45,300 \$21.78	\$54,000 \$25.96							
Luna	Delilah Orquiz-Rojo Barbara Cobos	\$20,469 \$9.84	\$25,586 \$12.30	\$30,703 \$14.76				x			County Services Specialist - would be more of an appraiser as position <u>does not require valuations</u> . LAC duties include valuation of personal property, mobile homes, livestock.
McKinley	Kathleen Arviso Ernest C Becenti III					\$3,500 \$1.68					Administrative Assistant and Appraiser III - duties and responsibilities of the LAC Assessment Specialist are shared by these two positions. Appraiser <u>does require</u> NM Certified Appraiser. Incentive included in hourly salary.
Mora	Paul Duran Sherry Serna										
Otero	Steve Boyle Gonzalo Estrada	\$19,906 \$9.57	\$25,423 \$12.22	\$30,940 \$14.88				x			Deputy Assessor - <u>Does not do valuations</u> . County does not really follow salary schedule provided. Job Duties are far else than LAC. Incentive included in hourly salary.

Compensation Study - Assessor's Staff  
Assessment Specialist

County	Assessor	Assessment Specialist			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Quay	Vic Baum Janie Hoffman										
Rio Arriba	Levi Valdez Jr. Josie Valdez	\$35,485 \$17.06	\$41,870 \$20.13	\$48,672 \$23.40	\$7,500 \$3.61					x	Administrative Assistant II - Does not require NM Certified Appraiser. Duties and responsibilities are far less than required for LAC. Incentive paid hourly as a separate line item.
Roosevelt	George Beggs Stevin Floyd										
San Juan	Clyde Ward Jimmy Voita	\$31,408 \$15.10	\$38,334 \$18.43	\$46,779 \$22.49	\$7,500 \$3.61					x	Personal Property Appraiser - some duties and responsibilities of Document Specialist III. Requires a NM Certified Appraiser. Incentive paid hourly as a separate line item.
San Miguel	Patricia Gallegos Elaine Estrada	\$18,000 \$8.65		\$25,000 \$12.02	\$7,500 \$3.61				x		Personal Property/Mapping Clerk - NM Certified Appraiser Level I is required. Duties and responsibilities are far less than required for LAC. Incentive paid as a lump sum in July.
Sandoval	Tom Garcia Christie Humphrey				\$7,500 \$3.61					x	Mobile Home Clerk Specialist - Does not require NM Certified Appraiser. Duties and responsibilities are far less than required for LAC. Included in the salary, separate from base pay, not allowed for overtime.
Santa Fe	Gus Martinez Gary Perez										
Sierra	Keith Whitney										
Socorro	Henry Jojola Julie Griego										
Taos	Abel Montoya Randy Baca	\$28,184 \$13.55	\$34,320 \$16.50	\$40,435 \$19.44				\$1,000 \$0.48		x	Senior Assessment Specialist - Appraiser Level I is required. LAC position has greater responsibilities and do valuations. Incentive is paid hourly included with salary.
Torrance	Betty Cabber Jesse Lucero										
Union	Frank Aragon Louis Trujillo										
Valencia	Michelle Garcia Paul Luna										
Averages excluding LAC		\$26,630	\$34,424	\$39,245	\$7,500	\$3,500	#DIV/0!	\$1,000			
		\$12.80	\$16.55	\$18.87	\$3.61	\$1.68	#DIV/0!	\$0.48			
95% of Average		\$25,298	\$32,703	\$37,283	\$7,125						
		\$12.16	\$15.72	\$17.92	\$3.43						
105% of Average		\$27,961	\$36,145	\$41,208	\$7,875						
		\$13.44	\$17.38	\$19.81	\$3.79						
Los Alamos County		\$36,600	\$45,300	\$54,000							
		\$17.60	\$21.78	\$25.96							
LAC %+- of Average		27.24%	24.01%	27.32%							
LAC %+- of Avg. + \$7,500		6.75%	7.45%	13.43%							

Compensation Study - Assessor's Staff  
Apprentice Appraiser

County	Assessor	Apprentice Appraiser			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Bernalillo	Tanya Giddings	\$26,357	\$35,126	\$44,210	\$7,500				x		Appraiser - NM Certified Appraiser <u>is required</u> . Lump sum paid in March, separate check.
	Damian Lara	\$12.67	\$16.89	\$21.25	\$3.61						
Catron	Susan Griffin Lillie Laney										
Chaves	Mark Willard	\$24,731		\$38,813	\$7,500				x		Appraiser - NM Certified Appraiser <u>is preferred</u> . \$7,500 incentive paid annually as a lump-sum, separate from salary out of PVF.
	Ron Lethgo	\$11.89		\$18.66	\$3.61						
Cibola	Geraldine Rael Mark Montoya										
Colfax	Linda Gallegos	\$23,737	\$29,672	\$35,606			\$6,500			x	Appraiser Tech - <u>does not require</u> NM Certified Appraiser of any level, but is eligible for incentive pay. Incentive paid hourly as a separate line item.
	Kristi Graham	\$11.41	\$14.27	\$17.12			\$3.13				
Curry	Candace Morrison Jeanette Spriggs										
De Baca	Josephine Lucero Denise Cones										
Dona Ana	Andy Segovia	\$25,270	\$32,836	\$40,402	\$7,500					x	Appraiser - <u>does not require</u> NM Certified Appraiser of any level, but is eligible for incentive. Incentive paid hourly as a separate line item.
	Paul Ponce	\$12.15	\$15.79	\$19.42	\$3.61						
Eddy	Gemma Ferguson	\$34,154	\$37,686	\$43,680	\$7,500					x	Appraiser I - NM Certified Appraiser <u>is required</u> within 4 years of employment. Incentive added to hourly salary.
	Rhonda Hatch	\$16.42	\$18.12	\$21.00	\$3.61						
Grant	Raul Turrietta Jennifer Barraza										
Guadalupe	Roberta Chavez										
	Angela Gomez										
Harding	Pete Callahan										
Hidalgo	Jody Lynn Hatch										
Lea	Sharla Kennedy Janice Joiner										
Lincoln	Paul Baca Yovanne Lucero										
Los Alamos	Ken Milder	\$31,600	\$38,900	\$46,200							
	Joaquin Valdez	\$15.19	\$18.70	\$22.21							
Luna	Delilah Orquiz-Rojo	\$24,331	\$30,413	\$36,496	\$7,500					x	Appraiser Associate - NM Certified Appraiser <u>is required</u> . Less duties and responsibilities than the position in LAC. Incentive of \$7,500 included in hourly salary.
	Barbara Cobos	\$11.70	\$14.62	\$17.55	\$3.61						
McKinley	Kathleen Arviso	\$25,334	\$31,034	\$36,734		\$3,500				x	Appraiser I - NM Certified Appraiser <u>is required</u> . Incentive included in hourly salary. Out of PVF.
	Ernest C Becenti III	\$12.18	\$14.92	\$17.66		\$1.68					
Mora	Paul Duran Sherry Serna										
Otero	Steve Boyle	\$28,000	\$31,450	\$36,920	\$7,500					x	Field Appraiser - Trainee to Appraiser IV, <u>requires</u> Appraiser Certificate 1-4. County does not really follow salary schedule provided. Job Duties are far else than LAC. Incentive included in hourly salary.
	Gonzalo Estrada	\$13.46	\$15.12	\$17.75	\$3.61						



Compensation Study - Assessor's Staff  
Apprentice Appraiser

County	Assessor	Apprentice Appraiser			Appraiser Incentive Pay				Incentive pay Allocation		Comments
Deputy Assr		Salary excluding Incentive									
		Min	Mid	Max	\$ 7,500	\$ 3,500	Other	None	Lump-sum	Hourly	
Quay	Vic Baum Janie Hoffman										
Rio Arriba	Levi Valdez Jr. Josie Valdez	\$29,640 \$14.25	\$35,006 \$16.83	\$41,392 \$19.90	\$7,500 \$3.61					x	Field Appraiser I - NM Certified Appraiser <u>is required</u> . Duties and responsibilities are far less than position in LAC. Incentive paid hourly as a separate line item.
Roosevelt	George Beggs Stevin Floyd	\$23,737 \$11.41	\$29,672 \$14.27	\$35,606 \$17.12	\$7,500 \$3.61				x		Incentive paid Quarterly included in salary. Out of PVF.
San Juan	Clyde Ward Jimmy Voita	\$26,936 \$12.95	\$32,843 \$15.79	\$40,082 \$19.27	\$7,500 \$3.61					x	Appraiser Apprentice - NM Certified Appraiser <u>is not required</u> . Incentive paid hourly as a separate line item.
San Miguel	Patricia Gallegos Elaine Estrada	\$25,000 \$12.02		\$32,000 \$15.38	\$7,500 \$3.61				x		Appraiser I - NM Certified Appraiser <u>is required</u> within 4 years of employment. Incentive paid as a lump sum in July. Incentive paid out of PVF.
Sandoval	Tom Garcia Christie Humphrey	\$24,331 \$11.70	\$30,413 \$14.62	\$36,496 \$17.55	\$7,500 \$3.61					x	Appraiser Assistant - NM Certified Appraiser <u>is required</u> . Up to \$7,500 incentive. Included in the salary, separate from base pay, not allowed for overtime. Out of PVF.
Santa Fe	Gus Martinez Gary Perez	\$26,200 \$12.60		\$39,300 \$18.89	\$7,500 \$3.61					x	Field Auditor - Level I <u>is required</u> . Incentive paid hourly as a separate line item.
Sierra	Keith Whitney										
Socorro	Henry Jojola Julie Griego										
Taos	Abel Montoya Randy Baca	\$23,234 \$11.17	\$28,350 \$13.63	\$33,446 \$16.08	\$7,500 \$3.61					x	Appraiser Technician - NM Certified Technician <u>is not required</u> . Incentive is paid hourly included with salary.
Torrance	Betty Cabber Jesse Lucero			\$23,400 \$11.25	\$7,500 \$3.61					x	Appraiser Apprentice - NM Certified Appraiser <u>is not required</u> . Incentive up to \$7,500 paid hourly as a separate line item.
Union	Frank Aragon Louis Trujillo										
Valencia	Michelle Garcia Paul Luna	\$31,408 \$15.10	\$32,906 \$15.82	\$34,902 \$16.78		\$3,500 \$1.68				x	Appraiser Trainee - <u>Does not require</u> NM Certified Appraiser.
Averages excluding LAC		\$26,400 \$12.69	\$32,108 \$15.44	\$37,029 \$17.80	\$7,500 \$3.61	\$3,500 \$1.68	\$6,500 \$3.13	#DIV/0! #DIV/0!			
95% of Average		\$25,080 \$12.06	\$30,503 \$14.66	\$35,177 \$16.91	\$7,125 \$3.43						
105% of Average		\$27,720 \$13.33	\$33,714 \$16.21	\$38,880 \$18.69	\$7,875 \$3.79						
Los Alamos County		\$31,600 \$15.19	\$38,900 \$18.70	\$46,200 \$22.21							
LAC %+- of Average		16.46%	17.46%	19.85%							
LAC %+- of Avg. + \$7,500		-7.28%	-1.82%	3.62%							

Compensation Study - Assessor's Staff  
Notes

County	Assessor	Comments
	Deputy Assr	
Bernalillo	Tanya Giddings Damian Lara	Staff dealing with valuation or supervisors dealing with valuation are eligible for the <b>\$7,500 incentive</b> pay which was increased in <b>2015</b> . the assessor has two Chief Deputy Assessor's. The incentive is paid as a lump sum in March, separate check. GIS and Mapping staff.
Catron	Susan Griffin Lillie Laney	
Chaves	Mark Willard Ron Lethgo	No Compensation Study done. 15 step salary plan. <b>Increased incentive to \$7,500 in 2015</b> and all appraisal staff is eligible. Assessor and Chief Deputy are getting <b>\$3,500</b> . They have not gone before the commission to get the increase for Assessor and Chief Deputy yet. Incentive paid in March, separate check. Mapping and GIS staff.
Cibola	Geraldine Rael Mark Montoya	
Colfax	Linda Gallegos Kristi Graham	Compensation study done in 2011, included small counties. Only appraisers, assessor and Chief Deputy Assessor are eligible for incentive pay. <b>Incentive pay increase to \$6,500 in 2015</b> . Incentive paid out of the PVF. Incentive paid hourly as a separate line item. Mapping staff.
Curry	Candace Morrison Jeanette Spriggs	
De Baca	Josephine Lucero Denise Cones	
Dona Ana	Andy Segovia Paul Ponce	Last Market study April 2015. Incentive paid out of PVF. Incentive paid hourly as a separate line item. Employees that deal with valuation are eligible for the incentive pay <b>increased to \$7,500 last year</b> . 5 employees in mapping department.
Eddy	Gemma Ferguson Rhonda Hatch	Last Market study done November 2015. Study has not been approved by Commission in the last two years. Study included surrounding cities and counties. Salary schedule included 13 step. Incentive for all positions was <b>increased to \$7,500 last year</b> . Incentive is added to hourly salary. GIS and mapping staff.
Grant	Raul Turrietta Jennifer Barraza	
Guadalupe	Roberta Chavez Angela Gomez	
Harding	Pete Callahan	
Hidalgo	Jody Lynn Hatch	
Lea	Sharla Kennedy Janice Joiner	
Lincoln	Paul Baca Yovanne Lucero	
Los Alamos	Ken Milder Joaquin Valdez	Jod Descriptions vary from county to county, however, duties and responsibilities in LAC are more technical than comparing to other counties. Other counties have job positions specifically for certain duties, in LAC we all share some job duties, specifically mapping.
Luna	Delilah Orquiz-Rojo Barbara Cobos	Last Compensation Study done in 2009. <b>Incentive was increased to \$7,500 in 2015</b> for appraisal staff, Chief Deputy Assessor was increase to \$5,500, and County Assessor got a one time \$3,500 bones. Incentive is included in salary out of PVF. Mapping staff.

Compensation Study - Assessor's Staff  
Notes

County	Assessor	Comments
	Deputy Assr	
McKinley	Kathleen Arviso Ernest C Becenti III	Compensation Study done by White water Group in 2014. Incentive is <b>\$3,500</b> to appraisers, and is included in their hourly salary. Would like to go before the commission this year to increase the incentive pay.
Mora	Paul Duran Sherry Serna	
Otero	Steve Boyle Gonzalo Estrada	The county does not really follow a salary plan. A COLA of 1% was given last year. No Compensation study has been conducted in quite a while. Incentive was <b>increased to \$7,500 last year</b> and eligible to appraisers. Most recent appraisers entry level hired at \$28,000. Incentive included in hourly salary.
Quay	Vic Baum Janie Hoffman	
Rio Arriba	Levi Valdez Jr. Josie Valdez	No compensation study has been conducted. All assessor's employees are eligible for the incentive pay. Incentive pay was <b>increase to \$7,500 in 2015</b> . Incentive paid hourly as a separate line item. Incentive pay is paid out of the PVF. Mapping staff.
Roosevelt	George Beggs Stevin Floyd	Last Compensation Study done in 2014, regional study, small counties and cities in SE New Mexico. 3 years without COLA or salary increase. <b>Increased incentive to \$7,500 last year</b> . Incentive paid quarterly out of the PVF part of salary. Available to all staff. All staff required to do valuations.
San Juan	Clyde Ward Jimmy Voita	Recent Compensation Study, same counties every year. Assessor has done his own included counties in Colorado. No COLA last couple years. <b>Increased incentive to \$7,500 in 2015</b> . Incentive available to appraisers, management and quality control. Out of PVF. Incentive paid hourly as a separate line item. Mapping staff.
San Miguel	Patricia Gallegos Elaine Estrada	No compensation study done. Salary plan from 2007. <b>Incentive pay increased to \$7,500 in 2015</b> for all except Assessor stayed at \$3,500. Incentive pay for Assessor Chief Deputy and Appraisal staff, lump-sum in July. Incentive comes out of the PVF. Mapping staff.
Sandoval	Tom Garcia Christie Humphrey	Compensation study done in 2011. Incentive pay <b>increased to \$7,500 in 2015</b> . Incentive available to Assessor, Chief Deputy Assessor and appraisal staff. Included in the salary, separate from base pay, not allowed for overtime. Certification budgeted out of the PVF. Mapping staff.
Santa Fe	Gus Martinez Gary Perez	Incentive pay increase in 2015 to \$7,500. Incentive paid hourly as a separate line item.
Sierra	Keith Whitney	
Socorro	Henry Jojola Julie Griego	
Taos	Abel Montoya Randy Baca	Last Compensation Study was done in 2015. Salaries were last updated in 2008. All staff are eligible for Level one, appraisers are eligible to Level 4. Incentive is paid hourly included with salary. Incentive <b>increased in 2015 to \$7,500</b> . Incentive is paid out of the PVF. 2% COLA across the board.
Torrance	Betty Cabber Jesse Lucero	No Compensation Study. Incentive <b>increase to \$7,500 in 2015</b> , available to all appraisal staff. Mapper get level I (\$1,000), Assessor gets \$3,500. Incentive paid hourly as a separate line item. Incentive comes out of the PVF.
Union	Frank Aragon Louis Trujillo	
Valencia	Michelle Garcia Paul Luna	Assessor's office staff salary for Appraiser Trainee <b>increased</b> almost 50% in base pay from <b>\$10.50 to \$15.10</b> . The assessor has not requested the increase to \$7,500, is planning on doing so 2017.

# Compensation Study - Assessor's Staff

## Summary of Current Ranges - Percent of Average

	Averages				Averages with \$3,500				Averages with \$7,500			
	Min	Mid	Max	Current	Min	Mid	Max	Current	Min	Mid	Max	Current
<b>Chief Deputy Assessor</b>	\$48,925	\$64,620	\$70,471	\$64,023	\$52,425	\$68,120	\$73,971	\$67,523	\$56,425	\$72,120	\$77,971	\$71,523
<b>LAC</b>	\$61,000	\$75,450	\$89,900	\$85,879	\$61,000	\$75,450	\$89,900	\$85,879	\$61,000	\$75,450	\$89,900	\$85,879
<b>Difference</b>	\$12,075	\$10,830	\$19,429	\$21,856	\$8,575	\$7,330	\$15,929	\$18,356	\$4,575	\$3,330	\$11,929	\$14,356
<b>% of Average</b>	19.79%	14.35%	21.61%	25.45%	14.06%	9.72%	17.72%	21.37%	7.50%	4.41%	13.27%	16.72%
<b>Chief Appraiser</b>	\$38,092	\$47,449	\$55,401	\$53,498	\$41,592	\$50,949	\$58,901	\$56,998	\$45,592	\$54,949	\$62,901	\$60,998
<b>LAC</b>	\$45,500	\$56,400	\$67,300	\$53,575	\$45,500	\$56,400	\$67,300	\$53,575	\$45,500	\$56,400	\$67,300	\$53,575
<b>Difference</b>	\$7,408	\$8,951	\$11,899	\$77	\$3,908	\$5,451	\$8,399	-\$3,423	-\$92	\$1,451	\$4,399	-\$7,423
<b>% of Average</b>	16.28%	15.87%	17.68%	0.14%	8.59%	9.67%	12.48%	-6.39%	-0.20%	2.57%	6.54%	-13.85%
<b>Appraiser</b>	\$31,474	\$39,404	\$46,272	\$43,645	\$34,974	\$42,904	\$49,772	\$47,145	\$38,974	\$46,904	\$53,772	\$51,145
<b>LAC</b>	\$42,300	\$52,300	\$62,300	\$57,782	\$42,300	\$52,300	\$62,300	\$57,782	\$42,300	\$52,300	\$62,300	\$57,782
<b>Difference</b>	\$10,826	\$12,896	\$16,028	\$14,137	\$7,326	\$9,396	\$12,528	\$10,637	\$3,326	\$5,396	\$8,528	\$6,637
<b>% of Average</b>	25.59%	24.66%	25.73%	24.47%	17.32%	17.96%	20.11%	18.41%	7.86%	10.32%	13.69%	11.49%
<b>Senior Assessment Spec</b>	\$30,956	\$39,412	\$44,372	\$45,701	\$34,456	\$42,912	\$47,872	\$49,201	\$38,456	\$46,912	\$51,872	\$53,201
<b>LAC</b>	\$40,300	\$49,800	\$59,300	\$46,467	\$40,300	\$49,800	\$59,300	\$46,467	\$40,300	\$49,800	\$59,300	\$46,467
<b>Difference</b>	\$9,344	\$10,388	\$14,928	\$766	\$5,844	\$6,888	\$11,428	-\$2,734	\$1,844	\$2,888	\$7,428	-\$6,734
<b>% of Average</b>	23.19%	20.86%	25.17%	1.65%	14.50%	13.83%	19.27%	-5.88%	4.58%	5.80%	12.53%	-14.49%
<b>Assessment Specialist</b>	\$26,630	\$34,424	\$39,245	\$36,917	\$30,130	\$37,924	\$42,745	\$40,417	\$34,130	\$41,924	\$46,745	\$44,417
<b>LAC</b>	\$36,600	\$45,300	\$54,000	\$43,430	\$36,600	\$45,300	\$54,000	\$43,430	\$36,600	\$45,300	\$54,000	\$43,430
<b>Difference</b>	\$9,970	\$10,876	\$14,755	\$6,514	\$6,470	\$7,376	\$11,255	\$3,014	\$2,470	\$3,376	\$7,255	-\$986
<b>% of Average</b>	27.24%	24.01%	27.32%	15.00%	17.68%	16.28%	20.84%	6.94%	6.75%	7.45%	13.43%	-2.27%
<b>Apprentice Appraiser</b>	\$26,400	\$32,108	\$37,029	\$30,701	\$29,900	\$35,608	\$40,529	\$34,201	\$33,900	\$39,608	\$44,529	\$38,201
<b>LAC</b>	\$31,600	\$38,900	\$46,200	\$38,272	\$31,600	\$38,900	\$46,200	\$38,272	\$31,600	\$38,900	\$46,200	\$38,272
<b>Difference</b>	\$5,200	\$6,792	\$9,171	\$7,571	\$1,700	\$3,292	\$5,671	\$4,071	-\$2,300	-\$708	\$1,671	\$71
<b>% of Average</b>	16.46%	17.46%	19.85%	19.78%	5.38%	8.46%	12.28%	10.64%	-7.28%	-1.82%	3.62%	0.19%

Los Alamos County Salaries  
Vs. Other Counties

County	County Manager				Assistant County Manager				HR Manager				Chief Financial Manager				Community Service Director				Risk Manager			
	Salary excluding Incentive				Salary excluding Incentive				Salary excluding Incentive				Salary excluding Incentive				Salary excluding Incentive				Salary excluding Incentive			
	Min	Mid	Max	Current	Min	Mid	Max	Current	Min	Mid	Max	Current	Min	Mid	Max	Current	Min	Mid	Max	Current	Min	Mid	Max	Current
Bernalillo				\$175,000								\$103,128				\$114,178				\$114,178				\$96,989
Catron																								
Chaves				\$140,011								\$58,194				\$77,255								
Cibola																								
Colfax					\$49,790	\$62,238	\$74,686																	
Curry				\$110,314				\$53,324				\$42,910				\$54,656								
De Baca																								
Dona Ana				\$130,000				\$121,430				\$100,818				\$90,000				\$82,950				
Eddy				\$171,995				\$125,008				\$60,174				\$87,090				\$91,499				
Grant																								
Guadalupe																								
Harding																								
Hildago																								
Lea																								
Lincoln																								
Los Alamos				\$197,640	\$128,568	\$159,047	\$189,525	\$175,023	\$100,736	\$124,616	\$148,496	\$134,433	\$100,736	\$124,616	\$148,496	\$142,703	\$105,773	\$130,850	\$155,926	\$149,838	\$71,950	\$88,562	\$105,533	\$100,410
Luna	\$79,598	\$99,497	\$119,396	\$100,022	\$35,238	\$44,048	\$52,857	\$64,662	\$52,311	\$65,389	\$78,467	\$69,732	\$52,311	\$65,389	\$78,467	\$72,202	\$52,311	\$65,389	\$78,467		\$38,896	\$48,620	\$58,344	\$59,202
McKinley				\$93,018								\$91,540				\$80,330								\$46,883
Mora																								
Otero				\$81,131								\$38,350				\$62,203								
Quay																								

Los Alamos County Salaries  
Vs. Other Counties

County	Custodian				Equipment Operator				Detention Officer			
	Salary excluding Incentive				Salary excluding Incentive				Salary excluding Incentive			
	Min	Mid	Max	Current	Min	Mid	Max	Current	Min	Mid	Max	Current
Bernalillo				\$19,309				\$36,532				
Catron												
Chaves				\$26,749				\$33,803				\$27,069
Cibola												
Colfax	\$17,650	\$22,062	\$26,475	\$20,149	\$25,562	\$31,953	\$38,344	\$30,742	\$23,737	\$29,672	\$35,606	\$26,196
Curry												
De Baca												
Dona Ana				\$18,585				\$22,335				
Eddy				\$30,714				\$39,940				\$37,123
Grant												
Guadalupe												
Harding												
Hildago												
Lea												
Lincoln												
Los Alamos	\$26,323	\$32,563	\$38,803	\$33,033	\$37,039	\$45,820	\$54,900	\$42,443	\$37,039	\$45,820	\$54,600	\$40,069
Luna	\$16,799	\$20,999	\$25,199	\$23,881	\$26,201	\$32,752	\$39,302	\$37,453	\$24,939	\$31,174	\$37,408	\$29,196
McKinley				\$24,357				\$34,640				\$31,021
Mora												
Otero				\$29,891				\$25,346				\$31,116
Quay												

Los Alamos County Salaries  
Vs. Other Counties

County	County Manager				Assistant County Manager				HR Manager				Chief Financial Manager				Community Service Director				Risk Manager			
	Salary excluding Incentive				Salary excluding Incentive				Salary excluding Incentive				Salary excluding Incentive				Salary excluding Incentive				Salary excluding Incentive			
	Min	Mid	Max	Current	Min	Mid	Max	Current	Min	Mid	Max	Current	Min	Mid	Max	Current	Min	Mid	Max	Current	Min	Mid	Max	Current
Rio Arriba				\$113,700				\$88,040				\$56,505				\$71,545								\$51,465
Roosevelt		\$96,008							\$36,119	\$45,149	\$49,083		\$32,722	\$40,903	\$49,083									
San Juan				\$160,638								\$108,098				\$119,226				\$92,061				\$95,680
San Miguel				\$98,001								\$45,176				\$67,505								
Sandoval				\$143,221								\$84,382				\$96,699				\$99,205				\$62,181
Santa Fe				\$177,928				\$111,395				\$108,222				\$91,809				\$98,374				\$73,986
Sierra				\$90,000								\$39,291				\$39,291								
Socorro																								
Taos				\$120,016				\$85,529				\$56,513				\$73,673								
Torrance				\$82,390												\$65,822								
Union																								
Valencia				\$90,000								\$59,987				\$79,996								
Averages	79,598	\$97,753	\$119,396	\$122,199	42,514	\$53,143	\$63,772	\$92,770	44,215	\$55,269	\$63,775	\$70,189	42,517	\$53,146	\$63,775	\$79,028	52,311	\$65,389	\$78,467	\$96,378	38,896	\$48,620	\$58,344	\$69,484
95% of Average	\$75,618 \$36.35	\$92,865 \$44.65	\$113,426 \$54.53	\$116,089 \$55.81	\$40,388 \$19.42	\$50,486 \$24.27	\$60,583 \$29.13	\$88,131 \$42.37	\$42,004 \$20.19	\$52,506 \$25.24	\$60,586 \$29.13	\$66,679 \$32.06	\$40,391 \$19.42	\$50,489 \$24.27	\$60,586 \$29.13	\$75,077 \$36.09	\$49,695 \$23.89	\$62,120 \$29.87	\$74,544 \$35.84	\$91,559 \$44.02	\$36,951 \$17.77	\$46,189 \$22.21	\$55,427 \$26.65	\$66,010 \$31.74
105% of Average	\$83,578 \$40.18	\$102,640 \$49.35	\$125,366 \$60.27	\$128,309 \$61.69	\$44,640 \$21.46	\$55,800 \$26.83	\$66,960 \$32.19	\$97,408 \$46.83	\$46,426 \$22.32	\$58,032 \$27.90	\$66,964 \$32.19	\$73,698 \$35.43	\$44,642 \$21.46	\$55,803 \$26.83	\$66,964 \$32.19	\$82,980 \$39.89	\$54,927 \$26.41	\$68,658 \$33.01	\$82,390 \$39.61	\$101,197 \$48.65	\$40,841 \$19.64	\$51,051 \$24.54	\$61,261 \$29.45	\$72,958 \$35.08
Los Alamos County	\$0 \$0.00	\$0 \$0.00	\$0 \$0.00	\$197,640 \$0.00	\$128,568 \$0.00	\$159,047 \$0.00	\$189,525 \$0.00	\$175,023 \$0.00	\$100,736 \$0.00	\$124,616 \$0.00	\$148,496 \$0.00	\$134,433 \$0.00	\$100,736 \$0.00	\$124,616 \$0.00	\$148,496 \$0.00	\$142,703 \$0.00	\$105,773 \$0.00	\$130,850 \$0.00	\$155,926 \$0.00	\$149,838 \$0.00	\$71,950 \$0.00	\$88,562 \$0.00	\$105,533 \$0.00	\$100,410 \$0.00
LAC +/- of Average	#DIV/0!  	#DIV/0!  	#DIV/0!  	<u>38.17%</u>  	66.93%  	66.59%  	66.35%  	<u>47.00%</u>  	56.11%  	55.65%  	57.05%  	<u>47.79%</u>  	57.79%  	57.35%  	57.05%  	<u>44.62%</u>  	50.54%  	50.03%  	49.68%  	<u>35.68%</u>  	45.94%  	45.10%  	44.71%  	<u>30.80%</u>  

Los Alamos County Salaries  
Vs. Other Counties

County	Custodian				Equipment Operator				Detention Officer			
	Salary excluding Incentive				Salary excluding Incentive				Salary excluding Incentive			
	Min	Mid	Max	Current	Min	Mid	Max	Current	Min	Mid	Max	Current
Rio Arriba				\$28,142				\$37,639				\$32,481
Roosevelt	\$18,091	\$22,614	\$27,137		\$24,331	\$30,413	\$36,496		\$23,158	\$28,948	\$34,737	
San Juan				\$28,016				\$28,548				\$34,938
San Miguel				\$24,122				\$32,430				\$23,501
Sandoval				\$28,024				\$36,496				\$28,507
Santa Fe				\$21,731				\$25,715				\$33,294
Sierra												
Socorro												
Taos				\$14,857				\$28,512				\$28,607
Torrance				\$20,883				\$34,805				
Union												
Valencia				\$18,720				\$24,226				\$26,313
Averages	17,513	\$21,892	\$26,270	\$23,633	25,365	\$31,706	\$38,047	\$31,823	23,945	\$29,931	\$35,917	\$29,951
95% of Average	\$16,638 \$8.00	\$20,797 \$10.00	\$24,957 \$12.00	\$22,452 \$10.79	\$24,096 \$11.58	\$30,121 \$14.48	\$36,145 \$17.38	\$30,231 \$14.53	\$22,747 \$10.94	\$28,435 \$13.67	\$34,121 \$16.40	\$28,453 \$13.68
105% of Average	\$18,389 \$8.84	\$22,986 \$11.05	\$27,584 \$13.26	\$24,815 \$11.93	\$26,633 \$12.80	\$33,291 \$16.01	\$39,950 \$19.21	\$33,414 \$16.06	\$25,142 \$12.09	\$31,428 \$15.11	\$37,713 \$18.13	\$31,448 \$15.12
Los Alamos County	\$26,323 \$0.00	\$32,563 \$0.00	\$38,803 \$0.00	\$33,033 \$0.00	\$37,039 \$0.00	\$45,820 \$0.00	\$54,900 \$0.00	\$42,443 \$0.00	\$37,039 \$0.00	\$45,820 \$0.00	\$54,600 \$0.00	\$40,069 \$0.00
LAC %+- of Average	33.47%	32.77%	32.30%	<u>28.46%</u>	31.52%	30.80%	30.70%	<u>25.02%</u>	35.35%	34.68%	34.22%	<u>25.25%</u>



# Los Alamos County Salaries Vs. Other Counties

<u>Job Title</u>	<u>Salary</u>		<u>% of Average</u>		
	<u>Current</u>	<u>Average</u>	<u>Current</u>	<u>+ \$3,500</u>	<u>+ \$7,500</u>
County Manager	\$197,640	\$122,199	38.17%		
Assistant County Manager	\$175,023	\$92,770	47.00%		
HR Manager	\$134,433	\$70,189	47.79%		
Chief Financial Manager	\$142,703	\$79,028	44.62%		
Community Service Director	\$149,838	\$96,378	35.68%		
Risk Manager	\$100,410	\$69,484	30.80%		
Chief Deputy Assessor	\$85,879	\$64,023	25.45%	21.37%	16.72%
Chief Appraiser	\$53,575	\$53,498	0.14%	-6.39%	-13.85%
Appraiser	\$57,782	\$43,645	24.47%	18.41%	11.49%
Senior Assessment Spcl	\$46,467	\$45,701	1.65%	-5.88%	-14.49%
Assessment Specialist	\$43,430	\$36,917	15.00%	6.94%	-2.27%
Apprentice Appraiser	\$38,272	\$30,701	19.78%	10.64%	0.19%
Custodian	\$33,033	\$23,633	28.46%		
Equipment Operator	\$42,443	\$31,823	25.02%		
Detention Officer	\$40,069	\$29,951	25.25%		

Yellow = "new information"  
Green = questionable match

County	Job Descriptions	Chief Deputy Assessor					Chief Appraiser					Appraiser					Senior Assessment Specialist					Assessment Specialist					Apprentice Appraiser											
		Salary excluding Incentive					Salary excluding Incentive					Salary excluding Incentive					Salary excluding Incentive					Salary excluding Incentive					Salary excluding Incentive											
		Min	Mid	Max	Current		Min	Mid	Max	Current		Min	Mid	Max	Current		Min	Mid	Max	Current		Min	Mid	Max	Current		Min	Mid	Max	Current								
Bernalillo	Yes, on-line				\$84,460	not a good match? Chief info officer & Chief Admin Officer	\$42,327	\$55,750	\$71,257	\$41,422	not a good match? Assessment Mgr	\$42,327	\$55,750	\$71,257		not a good match? Reappraisal Commercial Mgr	\$39,364	\$51,823	\$66,209	\$50,086	not a good match Customer? Serv Sup & Mobile Home Sup	\$32,806	\$43,880	\$55,260	\$40,379	not a good match? Assessment Info Analyst	\$26,357	\$35,126	\$44,210	\$35,847	not a good match? Appraiser							
																	\$35,847	Appraiser						\$27,040	Assessor Tech Lead							\$23,400	Assessor Tech I				\$23,400	Assessor Tech I
																									\$25,064		Assessor Tech II						\$25,064	Assessor Tech II				
Chaves	Yes				\$62,562	95% Of assessor				\$60,375	Contract Employee	\$24,731	\$30,763	\$38,813			\$25,917	\$31,970	\$40,019			\$23,462	\$29,494	\$37,565			\$24,731		\$38,813		not a good match? Appraiser							
Cibola	No				\$59,259					\$36,400						\$31,200																						
																\$29,120	Mobile Home Appraiser																					
Colfax	No				\$56,639	90% of elected	\$33,540	\$41,925	\$50,310	\$33,550		\$28,216	\$35,270	\$42,324			\$24,331	\$30,413	\$36,496			\$21,505	\$26,881	\$32,257			\$23,737	\$29,672	\$35,606	\$23,732								
Curry	No	\$43,765	\$54,707	\$65,648								\$26,709	\$33,386	\$40,063													\$23,031	\$28,789	\$34,546		Appraiser Trainee							
Dona Ana	Some				\$70,886	no JD	\$40,402	\$53,612	\$66,822	\$66,830	no JD	\$32,109	\$41,723	\$51,337	\$45,234		\$32,109	\$41,723	\$41,723		not a good match? Pers Prop Sup & Title Exam Sup	\$27,548	\$35,836	\$40,402		not a good match? Admin Asst, Title Exam, Doc Tech, Appraiser	\$25,270	\$32,836	\$40,402	\$36,270	not a good match? Appraiser							
Eddy	Yes				\$62,562	Incentive included (95% of elected)	\$45,890	\$50,641	\$58,709		Incentive included Level IV req w/in 1 yr	\$36,770	\$40,575	\$47,034		Incentive included	\$35,880	\$40,882	\$45,885			\$34,153	\$37,686	\$43,685		Dep. Assessor II	\$34,154	\$37,686	\$43,680		not a good match? Appraiser							
					\$55,062	W/O 7500	\$38,390	\$43,141	\$51,209		W/O 7500	\$29,270	\$33,075	\$39,534		W/O 7500	\$28,380	\$33,382	\$38,385		W/O 7500	\$30,201	\$34,413	\$38,625		Dep. Assessor I												
Grant					\$51,542					\$40,060	Senior Appraiser					\$34,146	NO JDs Apraiser 1-3													\$27,531	not a good match? Appraiser							
																\$27,147	Appraiser																					
Lea	No				\$62,652	90% of elected	\$34,811	\$37,849	\$41,744		Senior Appraiser	\$27,849	\$34,811	\$41,744			\$23,420	\$29,287	\$35,145		Deputy Assessor	\$23,420	\$29,287	\$35,145		Deputy Assessor												
Lincoln	No				\$54,392	95% of elected				\$50,023						\$41,881																						
																\$39,465																						
																	\$38,692																					
																	\$37,933	Livestock Appraiser																				
Los Alamos		\$61,000	\$75,450	\$89,900	\$85,879		\$45,500	\$56,400	\$67,300	\$53,575		\$42,300	\$52,300	\$62,300	\$57,792		\$40,300	\$49,800	\$59,300	\$46,475		\$36,600	\$45,300	\$54,000	\$43,431		\$31,600	\$38,900	\$46,200	\$38,272								
Luna	No	\$41,887	\$52,359	\$62,830		Incentive included	\$34,379	\$42,973	\$51,568		Incentive included	\$28,922	\$36,152	\$43,382		Incentive included	\$23,737	\$29,672	\$35,606		not a good match? County Services Spec Sup	\$20,469	\$25,586	\$30,703		not a good match? County Services Spec	\$24,331	\$30,413	\$36,496		Incentive included							
		\$36,387	\$46,859	\$57,330		W/O 5500	\$26,879	\$35,473	\$44,068		W/O 7500	\$21,422	\$28,652	\$35,882		W/O 7500											\$16,822	\$22,904	\$28,987		W/O \$7500							
													\$24,331	\$30,413	\$36,496		Assoc App																					
McKinley	Yes - some	\$37,225	\$45,599	\$53,974	\$45,594	Incentive included	\$37,224	\$45,599	\$53,974	\$46,301	Incentive included (no JD)	\$31,913	\$39,094	\$46,274		Incentive Included Appraiser IV (no JD)											\$25,334	\$31,034	\$36,734		not a good match? Appraiser I							
		\$33,725	\$42,099	\$50,474	\$42,094	W/O 3,500	\$33,724	\$42,099	\$50,474	\$42,801	W/O 3,500	\$28,413	\$35,594	\$42,774		W/O 3,500																						
													\$29,549	\$36,198	\$42,847		Appraiser III (no JD)																					
													\$26,049	\$32,698	\$39,347		W/O 3,500																					
													\$27,361	\$33,517	\$39,673		Appraiser II (no JD)																					
													\$23,861	\$30,017	\$36,173		W/O 3,500																					
													\$25,334	\$31,034	\$36,734		Appraiser I																					
											\$21,834	\$27,534	\$33,234		W/O 3,500																							

Yellow = "new information"  
Green = questionable match

County	Job Descriptions	Chief Deputy Assessor					Chief Appraiser					Appraiser					Senior Assessment Specialist					Assessment Specialist					Apprentice Appraiser					
		Salary excluding Incentive				Current	Salary excluding Incentive				Current	Salary excluding Incentive				Current	Salary excluding Incentive				Current	Salary excluding Incentive				Current						
Min	Mid	Max		Min	Mid		Max		Min	Mid		Max		Min	Mid		Max		Min	Mid		Max		Min	Mid		Max		Min	Mid	Max	
Otero	Yes	\$26,546	\$47,753	\$68,853	\$60,000	Contract Employee	\$26,546	\$47,752	\$68,853	\$44,381	Incentive included Level IV required	\$23,442	\$37,753	\$60,802	\$37,931	Incentive included	\$25,979	\$31,450	\$36,920	\$45,000		\$19,906	\$25,423	\$30,940	\$35,000		\$28,000	\$31,450	\$36,920	\$37,931	not a good match Field Appraiser (incentive included)	
						Incentive included	\$19,046	\$40,252	\$61,353	\$36,881	W/O 7,500	\$15,942	\$30,253	\$53,302	\$30,431	W/O 7,500	\$22,990	\$37,025	\$59,630		Chief Assessment Spec	\$20,900	\$33,659	\$54,209	\$44,590	Assessment Spec	\$20,900	\$33,659	\$54,209		Assessment Spec	
		\$19,046	\$40,253	\$61,353		W/O 7,500											\$20,900	\$33,659	\$54,209		Assessment Spec	\$20,900	\$33,659	\$54,209	\$28,851	Assessment Spec						
																							\$18,387	\$23,933	\$29,480		Dep. Assessor I & II w/ 3					
																							\$22,943	\$28,471	\$34,000		Dep. Assessor III w/ 4					
Rio Arriba	No				\$55,977	85% of elected	\$35,880	\$42,286	\$48,672	\$40,040	Chief II	\$31,720	\$38,126	\$44,512	\$34,528	Field App IV	\$39,645	\$46,446	\$52,832	\$48,838	not a good match Admin Asst IV	\$35,485	\$41,870	\$48,672	\$39,478	not a good match Admin Asst II	\$28,600	\$35,006	\$41,392	\$28,995	not a good match Field Appraiser	
							\$33,800	\$40,206	\$46,592		Chief	\$30,680	\$37,086	\$43,472		Field App III																
												\$29,640	\$35,006	\$41,392		Field App II																
												\$28,600	\$35,006	\$41,392		Field App I																
Roosevelt	1				\$54,402	95% of elected	\$32,722	\$40,903	\$49,083			\$28,216	\$35,270	\$42,324													\$23,737	\$29,672	\$35,606			
San Juan	Yes	\$63,232	\$77,147	\$94,141			\$45,552	\$55,557	\$67,808	\$67,808		\$35,256	\$42,994	\$52,478	\$36,400	Not a good match? Residential Appraiser Mgr	\$39,250	\$47,882	\$58,406	\$49,296	not a good match? Property Records Maint Mgr	\$31,408	\$38,334	\$46,779	\$32,035	not a good match? Personal Property Appraiser	\$26,936	\$32,843	\$40,082	\$29,952		
												\$31,948		\$47,590		Appraiser III						\$27,102		\$40,164		Document Spec II						
												\$24,876		\$36,857		Appraiser I						\$30,492		\$45,177		Document Spec III						
San Miguel	No	\$27,000	\$33,500	\$40,000	\$41,627		\$25,000	\$28,500	\$32,000	\$32,000		\$25,000		\$32,000	\$23,750		\$25,000		\$32,000		not a good match? Mobile Home Appraiser			\$25,000		not a good match? Personal Property/Mapping Clerk	\$25,000		\$32,000	\$23,700	not a good match? Appraiser I	
Sandoval	No				\$71,552	Not a good match?? - NO JDs				\$62,434	not a good match? Appraisal Database Admin				\$53,930				\$40,634	not a good match? Exemption Spec & Customer Service Sup				\$37,691	not a good match? Mobile Home Clerk Spec	\$24,331	\$30,413	\$36,496	\$29,180			
Santa Fe	No	\$63,731	\$85,799	\$95,598	\$91,450		\$42,931		\$64,397	\$61,266		\$37,020		\$55,530	\$48,784					\$50,086	not a good match? Assraisal Assessment Mgr	\$26,857	\$33,571	\$40,286		Assessment Spec I	\$26,200		\$39,300	\$26,208	Field Auditor	
															\$48,500	Sr. Appraiser													\$26,280			
															\$37,000	Appraiser													\$26,728			
Taos	No	\$58,760	\$70,928	\$83,075	\$54,392	Incentive Included 90% of Elected	\$58,760	\$70,928	\$85,073		Incentive Included Chief Appraiser	\$30,451	\$37,045	\$43,618		Incentive Included	\$29,307	\$35,714	\$41,995		not a good match? Pers Prop Appraiser IV	\$28,184	\$34,320	\$40,435		not a good match? Assesment Spec Sr.	\$23,234	\$28,350	\$33,446			
							\$51,260	\$63,428	\$77,573		W/O 7,500	\$22,951	\$29,545	\$36,118		W/O 7,500						\$27,184	\$33,320	\$39,435		Incentive included minus \$1,000						
		\$51,260	\$63,428	\$75,575	\$46,892	W/O 7,500											\$28,184	\$34,320	\$40,435		Assessment Spec Sr	\$22,360	\$27,290	\$32,219		Assessment Spec II						
																	\$20,684	\$26,820	\$32,935		W/O 7,500	\$21,360	\$26,290	\$31,219		Incentive included minus \$1,000						
							\$35,547	\$43,160	\$50,752		Sr. Appraiser						\$24,149	\$29,453	\$34,757		Assessment Spec III	\$24,507	\$26,250	\$31,013		Assessment Spec I						
Torrance	Yes				\$60,587	\$59,270				\$51,990					\$43,252	Not a good match? Database Admin				\$35,967	No Salary Data								\$23,400	\$21,840		
															\$25,345	Land Appraiser																
															\$23,627	Appraiser																
Valencia	No				\$55,977	\$55,972	\$37,232	\$41,412	\$54,080																		\$31,408	\$32,906	\$34,902			
												\$34,902	\$36,889	\$38,896		Appraiser w/ 4																
												\$33,904	\$35,900	\$37,897		Appraiser w/ 3																
												\$32,905	\$34,902	\$36,899		Appraiser w/ 2																
Average excluding LAC		\$43,893	\$57,099	\$69,140	\$56,812		\$33,922	\$41,440	\$51,381	\$43,050		\$27,336	\$33,092	\$40,293	\$36,135		\$23,297	\$29,985	\$37,918	\$29,924		23,804	\$27,637	\$34,542	\$26,151		21,849	\$26,921	\$33,925	\$25,915		
95% of Average		\$41,699	\$54,244	\$65,683	\$53,972		\$32,226	\$39,368	\$48,812	\$40,897		\$25,969	\$31,438	\$38,278	\$34,328		\$22,132	\$28,485	\$36,022	\$28,428		\$22,613	\$26,255	\$32,814	\$24,843		\$20,756	\$25,575	\$32,229	\$24,619		
105% of Average		\$46,088	\$59,954	\$72,597	\$59,653		\$35,618	\$43,512	\$53,951	\$45,202		\$28,702	\$34,747	\$42,308	\$37,941		\$24,462	\$31,484	\$39,814	\$31,421		\$24,994	\$29,018	\$36,269	\$27,458		\$22,941	\$28,267	\$35,622	\$27,211		
Los Alamos County		\$61,000	\$75,450	\$89,900	\$85,879		\$45,500	\$56,400	\$67,300	\$53,575		\$42,300	\$52,300	\$62,300	\$57,792		\$40,300	\$49,800	\$59,300	\$46,475		\$36,600	\$45,300	\$54,000	\$43,431		\$31,600	\$38,900	\$46,200	\$38,272		
LAC minus \$7,500		\$53,500	\$67,950	\$82,400	\$78,379		\$38,000	\$48,900	\$59,800	\$46,075		\$38,800	\$48,800	\$58,800	\$54,292		\$38,300	\$47,800	\$57,300	\$44,475		\$34,600	\$43,300	\$52,000	\$41,431		\$31,100	\$38,400	\$45,700	\$37,772		
LAC %+- of Average		28.04%	24.32%	23.09%	33.85%		25.45%	26.52%	23.65%	19.65%		35.38%	36.73%	35.32%	37.47%		42.19%	39.79%	36.06%	35.61%		34.96%	38.99%	36.03%	39.79%		30.86%	30.79%	26.57%	32.29%		
% LAC ABOVE average Minus incentive		17.96%	15.97%	16.09%	27.52%	Level IV Req. \$7,500	10.73%	15.26%	14.08%	6.57%	Level IV Req. \$7,500	29.55%	32.19%	31.47%	33.44%	Level III Req \$3,500	39.17%	37.27%	33.83%	32.72%	Level II Req \$2,000	31.20%	36.17%	33.57%	36.88%	Level II Req w/in 1 yr \$2,000	29.75%	29.89%	25.76%	31.39%	Level I Req w/in 1 yr \$500	



LOS ALAMOS

# Los Alamos County

## Job Description and Classification

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<b>JOB TITLE:</b>	<b>Chief Deputy Assessor</b>
<b>JOB CODE:</b>	<b>1201</b>
<b>CLASSIFICATION:</b>	<b>Exempt</b>
<b>DEPARTMENT/DIVISION:</b>	<b>County Assessor Office</b>
<b>SUPERVISOR:</b>	<b>County Assessor</b>

### **Position Summary:**

Under limited direction of the County Assessor, manages, administers, and oversees all property tax assessment functions and staff of the County Assessor's office to insure compliance of the New Mexico Property Tax Code, appraisal ethics and standards. Applies recognized appraisal and mass appraisal methods and techniques. Maintains confidentiality of privileged information.

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

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

- Manages and oversees the activities and operations of the Assessor's office.
- Directs and administers the statutory requirements set forth by the New Mexico Property Tax Code, regulations, orders, rulings and instructions of the NM Property Tax Division and New Mexico Constitution and related laws. Develops and maintains the Property Valuation and Maintenance Plan in accordance with the NM Property Tax Code, which contains statistical and analytical information of the operations and performance of the office.
- Oversees and/or coordinates the collection, compilation, and analysis of data in accordance with the statutory requirements of the NM Property Tax Code and related laws; develops, writes, and presents comprehensive statistical and analytical information in the Property Valuation and Maintenance Plan.
- Establishes, implements and communicates goals, objectives, policies and procedures in accordance with contractual requirements.
- Oversees the supervision of personnel, which includes participating in hiring, counseling, training, work allocation, and problem resolution; evaluates performance and makes recommendations for personnel actions; motivates employees to achieve peak productivity and performance.
- Prepares Assessor office annual goals and budget recommendations and administers the approved budget and work program.
- Enumerates and classifies all taxable and non-taxable properties in the county to include approving appraisal, statistical, computer, Geographic Information System (GIS), mapping standards and ensuring compliance with all tax policies according to the NM Property Tax Code, local laws and office policies.
- Appraises residential, commercial, industrial, and undeveloped properties in accordance with the NM Property Tax Code, Uniform Standards of Professional Appraisal Practices; performs research in market and property values and applies current techniques of valuation.
- Prepares necessary reports and forms on completed appraisal for inclusion in tax rolls and office files.

- Conducts physical property appraisal for re-checks, protest, building permits and for verification of market economic trends, conditions and quality control.
- Prepares Assessor's evaluations and finalizes all statutory required compliance status reports, events and activities necessary to provide written and oral testimony to the general public, other county departments, County Assessor, County Council, Department of Finance, NM Property Tax Division and the New Mexico Legislation. Monitor, track and provide testimony on legislation that affects the property tax system.
- Ensures that property valuation protest hearings are conducted for the purpose of defending the values set by the Assessor office.
- Maintains and interprets sales data, sales ratios and all statistical reports for purpose of approving sales ratio studies, compliance standards and for the statutory required analytical and statistical applications of a Computer Assisted Mass Appraisal system (CAMA).
- Resolves complex taxpayer issues, to include explaining the methods for protesting valuations, settling and finalizing stipulated property valuation disputes and to explain and interpret any relevant property tax laws, rules and procedures.
- Develops and maintains a close working relationship with local agencies and county departments.
- Maintains confidentiality of all privileged information.
- Contributes to a team effort and accomplishes related results as required.
- Performs other duties as required.

**Minimum Qualifications:**

- Bachelor's Degree from an accredited college or university in Business, Marketing, Economics or related field, or equivalent combination of education and related work experience.
- Six years' experience in the appraisal of all classes of real and personal property, property tax laws and regulations, office management.
- Two years supervisory experience across all years of job related experience.
- Must possess or have ability to obtain within first sixty days of employment and must maintain a valid New Mexico Class D driver's license.
- Must possess and maintain New Mexico Certified Appraiser Designation.

**Preferred Qualifications:**

- County Assessor experience.
- Four years dealing and interpreting the NM Property Tax Code.
- Statistical regression analysis model experience.
- Experience in mass appraisal methods and techniques.

**Knowledge, Skills, and Abilities:**

- Knowledge in human resources management policies and procedures.
- Knowledge of statistical compilation and analyses.
- Knowledge of laws, regulations, methods, and techniques in area of specialty.
- Knowledge of the theory, methodology, practices and procedures involved in the appraisal of land, residential, commercial and industrial real property for ad valorem tax purposes.
- Knowledge of the principles underlying the appraisal process.
- Knowledge of CAMA and GIS and mapping systems to include reading and interpreting legal descriptions.
- Knowledge of finance, accounting, budgeting, and cost control procedures.

- Knowledge of the State of New Mexico Uniform Coding System, open database conductivity and other mapping/GIS requirements as required by the Property Tax Code.
- Knowledge of the NM Property Tax Code requirements to the valuation of taxable property, the Uniform Standards of Professional Appraisal Practices and the code of ethics of the International Association of Assessing Officers.
- Knowledge of procedures for transferring ownership of real estate.
- Skill in problem solving, human relations, and time management.
- Skill in customer/client relationships, establishing and maintaining effective working relationships with employees and the general public.
- Skill in organizing and presenting information clearly and concisely, both orally and in writing.
- Skill in organizing and coordinating.
- Skill in record maintenance.
- Skill in operating various word-processing, spreadsheets, GIS, and database software programs in a Windows environment.
- Skill in reading and interpreting construction diagrams, building plans and blue prints.
- Employee development and performance management skills.
- Ability to read and interpret mapping and survey data, site plans, floor plans, zoning codes, legal descriptions and related information.
- Ability to gather data, compile information, and prepare reports.
- Ability to communicate effectively, both orally and in writing.
- Ability to prepare administrative paperwork.
- Ability to establish and maintain professional relationships with individuals of varying social and cultural backgrounds and with co-workers at all levels.
- Ability to represent the organization in a professional manner, building respect and confidence.
- Ability to maintain confidentiality.
- Ability to handle multiple tasks and meet deadlines.
- Ability to use good judgment, analyze and solve problems.

**Physical Demands:**

While performing the duties of this job, the employee regularly is required to sit and stand; use sense of smell; have manual and finger dexterity; stoop, and talk or hear. The employee is frequently required to walk or climb stairs. The employee is occasionally required to crawl, reach above shoulder level, crouch, kneel, balance, push/pull, and carry. The employee must occasionally lift and/or move up to 25 pounds.

**Work Environment:**

Work is performed in an office setting with a moderate noise level and in outside environments with moderate exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises. Work environment involves some exposure to hazards or physical risks, and requires following basic safety precautions. Travel, attendance at various meetings, conferences, workshops, and work outside normal business hours may be required.

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

- Demonstrate regular and reliable attendance;
- Work well with others and participate fully in a team oriented environment;

- Interface with other employees and customers in a courteous and respectful manner;
- Project positive support of their department and all county organizations at all times; and,
- Maintain and enhance the county's commitment to customer service excellence.

**Approvals:**

Elected Official: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

Reviewed: 03/20/2015

Revised: MM/DD/YYYY



LOS ALAMOS

# Los Alamos County

## Job Description and Classification

<b>JOB TITLE:</b>	<b>Chief Appraiser</b>
<b>JOB CODE:</b>	<b>1202</b>
<b>CLASSIFICATION:</b>	<b>Exempt</b>
<b>DEPARTMENT/DIVISION:</b>	<b>County Assessor Office</b>
<b>SUPERVISOR:</b>	<b>Chief Deputy Assessor</b>

### **Position Summary:**

Under general direction of the Chief Deputy Assessor, oversees and is responsible for real and personal property appraisals and statistical modeling for the Assessor's office in accordance with the NM Property Tax Code, appraisal ethics and standards. Performs systems analysis of the assessor's computer hardware and software and coordinates system interface with other county departments and agencies. Applies recognized appraisal and mass appraisal methods and techniques. Maintains confidentiality of privileged information.

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

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

- Manages and oversees the activities and operations of the residential, commercial, industrial and special use properties appraisal functions.
- Oversees and/or coordinates the collection, compilation, and analysis of data in accordance with the statutory requirements of the NM Property Tax Code and related laws; develops, writes, and presents comprehensive statistical and analytical information in the Property Valuation and Maintenance Plan.
- Establishes, implements and communicates goals, objectives, policies and procedures in accordance with contractual requirements.
- Oversees the supervision of personnel, which includes work allocation, training, and problem resolution; evaluates performance and makes recommendations for personnel actions; motivates employees to achieve peak productivity and performance.
- Participates in the hiring, counseling, training and performance management; planning, delegating, monitoring, and appraising job tasks and results in a timely manner.
- Identifies and classifies property by assigning account numbers and the State of New Mexico required Uniform Parcel Property Codes.
- Maintains records of values determined by appraisals completed in accordance with the NM Property Tax Code and the Uniform Standards of Appraisal Practice (USPAP).
- Gathers and analyzes sales, income/expense and cost data concerning land, residential, commercial and industrial properties.
- Investigates economic factors associated with the property type being analyzed.
- Interacts with governmental agencies for the purpose of obtaining, expanding or clarifying information required for valuation or analysis of properties for ad valorem tax purposes.



- Responsible for conducting and overseeing the valuations of taxable properties by utilizing valuation models and individual appraisals that incorporate the three approaches to value, [cost, income, sales comparison (market) approach] by obtaining information from appraisal manuals, schedules, interviews with property owners, contractors, real estate agents, sales, and interpreting the local real estate market conditions and trends.
- Writes narrative reports when needed concerning land, residential, commercial and industrial properties under assessment appeal, testifies and/or presents appraisal reports before the Valuation Protest Board, court proceedings or court appeals hearings.
- Provides for the assertion of causality in appraisal reports and the annual required calibration of the various valuation models.
- Creates and analyzes sales ratio studies for use in providing meaningful information to appraisers; prepares sales ratio reports for the Chief Deputy Assessor and the State of New Mexico to measure and illustrate the accuracy, fairness and level of assessments in the county.
- Provides and maintains systems analysis of the assessor's computer hardware and software and coordinates system interface with other county departments and agencies. Provides technical support, consultation, instruction and problem resolution to office staff, county departments, the public and other agencies, as it pertains to all phases of the County Assessor's, Assessor's Administrative Information Management System and Computer Assisted Mass Appraisal (CAMA) systems.
- Works with the IM division personnel specializing in Geographic Information System (GIS) for successful implementation, coding and transfer of mapping and parcel information; maintains parcel maps to assure there is a valid foundation for links to the GIS system.
- Assists the public with questions or concerns regarding property valuation; explains the valuation process; receives and investigates complaints about property assessments; does reappraisal, and submits recommendations for consideration at hearings.
- Keeps up-to-date with legislative changes and judicial decisions that impact property valuations; attends required tax training sessions and meetings.
- Develops and maintains a close working relationship with local agencies and county departments.
- Maintains confidentiality of all privileged information.
- Contributes to a team effort and accomplishes related results as required.
- Ensures the Notice of Value is prepared in accordance within the guidelines of the Property Tax Code.
- Performs other duties as required.

**Minimum Qualifications:**

- Associates Degree from an accredited college or university in Business, Marketing, Economics or related field or equivalent combination of education and related work experience.
- Six years of appraisal experience which must include three years in commercial/industrial experience, and demonstrated experience working with a CAMA system.
- One year supervisory experience across all years of job related experience.
- Must possess or have ability to obtain within first sixty days of employment and must maintain a valid New Mexico Class D driver's license.
- Must possess and maintain New Mexico Certified Appraiser Designation.

**Preferred Qualifications:**

- Bachelor's Degree from an accredited college or university in Business, Marketing, Economics or related field.
- Experience in mass appraisal methods and techniques.

- Statistical experience in valuation model development.
- **Knowledge, Skills, and Abilities:**
- Knowledge in human resources management policies and procedures.
- Knowledge of statistical compilation and analyses.
- Knowledge of laws, regulations, methods, and techniques in area of specialty.
- Knowledge of the theory, methodology, practices and procedures involved in the appraisal of land, residential, commercial and industrial real property for ad valorem tax purposes.
- Knowledge of the principles underlying the appraisal process.
- Knowledge of CAMA and GIS and mapping systems to include reading and interpreting legal descriptions.
- Knowledge of the State of New Mexico Uniform Coding System, open database conductivity and other mapping/GIS requirements as required by the NM Property Tax Code.
- Knowledge of the NM Property Tax Code requirements to the valuation of taxable property and the USPAP and the code of ethics of the International Association of Assessing Officers.
- Knowledge of procedures for transferring ownership of real estate.
- Skill in problem solving, human relations, and time management.
- Skill in organizing and presenting information clearly and concisely, both orally and in writing.
- Skill in organizing and coordinating.
- Skill in record maintenance.
- Skill in operating various word-processing, spreadsheets, GIS, and database software programs in a Windows environment.
- Skill in reading and interpreting construction diagrams, building plans and blue prints.
- Ability to read and interpret mapping and survey data, site plans, floor plans, zoning codes, legal descriptions and related information.
- Ability to gather data, compile information, and prepare reports.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish and maintain professional relationships with individuals of varying social and cultural backgrounds and with co-workers at all levels.
- Ability to represent the organization in a professional manner, building respect and confidence.
- Ability to maintain confidentiality.
- Ability to handle multiple tasks and meet deadlines.
- Ability to use good judgment, analyze and solve problems.

**Physical Demands:**

While performing the duties of this job, the employee regularly is required to sit and stand; use sense of smell; have manual and finger dexterity; stoop, and talk or hear. The employee is frequently required to walk or climb stairs. The employee is occasionally required to crawl, reach above shoulder level, crouch, kneel, balance, push/pull, and carry. The employee must occasionally lift and/or move up to 25 pounds.

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- Maintain and enhance the county's commitment to customer service excellence.

**Approvals:**

Elected Official: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

Reviewed: 03/20/2015

Revised: MM/DD/YYYY



LOS ALAMOS

# Los Alamos County

## Job Description and Classification

<b>JOB TITLE:</b>	<b>Assessment Specialist, Senior Assessment Specialist</b>
<b>JOB CODE:</b>	<b>1205, 1204</b>
<b>CLASSIFICATION:</b>	<b>Non-Exempt</b>
<b>DEPARTMENT/DIVISION:</b>	<b>County Assessor Office</b>
<b>SUPERVISOR:</b>	<b>Chief Deputy Assessor</b>

### **Position Summary:**

Under general supervision of the Chief Deputy Assessor, prepares personal property accounts of businesses, hangers, stables, and livestock. Performs clerical and technical activities related to recording and verifying assessment data. Prepares purchase requisitions, makes staff travel arrangements, and allocates cost to appropriate budget line. Assists in the maintenance of the Assessor's Web Site. Maintains confidentiality of all privileged information.

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

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

- Assists in the creation of parcel identification coding, survey changes, subdivisions and property ownership transfers.
- Appraises all livestock, personal property, and manufactured homes in the county according to the NM Property Tax Code and the Uniform Standard of Professional Appraisal Practices (USPAP).
- Conducts desk and field audits according to state laws and International Association of Assessing Officers standards of livestock, personal property, and manufactured homes to insure accurate reporting, classification and compliance with the Property Tax Code.
- Updates and verifies all personal property and livestock schedules and manufactured homes listings.
- Develops guidelines and forms for businesses to use in their reporting requirements.
- Enters all deeds, death certificates, real estate contracts, trusts and personal representative's deeds unto the county Assessor's Administrative Information Management System (AIMS) database.
- Provides customer service to include public record requests and all related real and personal property assessment support.
- Coordinates recordation of legal documents activities with the Clerk's Office; audits documents for completeness and follows up with title companies to gather correct information, if necessary; files corrections for any documents that are incomplete or incorrect.
- Maintains, develops and prepares recorded new subdivisions, and surveys with the State of New Mexico required Uniform Parcel Identification Number.
- Coordinates and provides all Assessor's Administrative Information Management System real property attributes to the Community Development Department, Utilities, Emergency Services and other users of parcel information.
- Coordinates with the IT personnel specializing in Geographic Information System (GIS) on all parcel information to update the county's GIS database.

- Prepares various preliminary, current and post annual, monthly and daily reports, such as abstracts, warrants, mill rates, and other listings for submission to the State of New Mexico, local departments, Chief Deputy Assessor and other users.
- Provides administrative/secretarial support for the Assessor Office, such as answering telephones, assisting visitors, and resolving and/or referring a range of administrative problems and inquiries.
- Calculates the estimated property taxes due on manufactured homes, stables and hangers before issuing a property tax release.
- Prepares requisitions and direct purchase orders; prepares invoices for payment, assuring proper budget codes; maintains logs of expenses, work orders and projects; prepares timesheets; prepares travel advances and reservations for staff; maintains office supplies.
- Maintains confidentiality of all privileged information.
- Contributes to a team effort and accomplishes related results as required.
- Prepares and responds to estimated tax requests in a timely manner.
- Performs other duties as required.

**Additional Essential Duties and Responsibilities for Senior Assessment Specialist:**

- Ensure data for ownership transfer, parcel creation, classification, and parcel information is accurate.
- Functions as senior technician and coordinates the development and maintenance of the Assessor's AIMS.
- Ensures the notice of values and tax schedules are prepared in accordance within the guidelines of the property tax code.
- Maintains and continuously updates subdivision, surveys, parcel identification coding and property ownership transfers.
- Shared responsibility for the preparation of tax rolls, notices of values and other State of New Mexico required reports.
- Plans, directs, and supervises administrative office staff in the reporting and enumerating of livestock, personal property, manufactured homes, and recording of all property transfers and data maintenance.
- Serves as custodian of public records for Assessor's Office.

**Minimum Qualifications:**

- High School Diploma or GED.
- Two years in real estate, marketing, economic concepts, appraisals, property assessments, construction or local government.
- Must possess or have ability to obtain within first sixty days of employment and must maintain a valid New Mexico Class D driver's license.
- Must have and maintain New Mexico Property Tax Division's Appraiser I Certificate.
- Must have or obtain New Mexico Property Tax Division's Appraiser II Certificate within one year of employment and maintain thereafter.

**Additional Minimum Qualifications for Senior Assessment Specialist:**

- Additional two years' experience in real estate, marketing, economic concepts, appraisals, property assessments, construction or local government.
- One year of lead or supervisory experience across all years of job related experience.
- New Mexico Property Tax Division's Appraiser II Certificate.

- Must have or obtain New Mexico Property Tax Division's Appraiser III Certificate within one year of employment.

**Preferred Qualifications:**

- New Mexico Appraiser II Certification.
- Experience with the New Mexico Uniform Parcel Code System.
- Computing taxes and budgets experience.
- Experience in reading blueprints, other building plans and in Computer Assisted Mass Appraisal systems (CAMA) and the apex sketch software.

**Preferred Qualifications Senior Assessment Specialist:**

- Experience with data management, CAMA systems and Apex sketch software.
- Experience with real estate law in regard to ownership recording.
- Supervisory experience.

**Knowledge, Skills, and Abilities:**

- Knowledge of modern office practices and procedures, standard office and accounting equipment.
- Knowledge of records management and basic accounting procedures.
- Knowledge of customer service practices and techniques.
- Knowledge of the three approaches (market, cost and income) to property valuation.
- Knowledge of USPAP and the code of ethics of the International Association of Assessing Officers.
- Knowledge of procedures for transferring ownership of real estate.
- Skill in preparing purchase orders and in maintaining an inventory of supplies and equipment.
- Skill in operating various GIS, word-processing, spreadsheets, and database software programs in a Windows environment.
- Record management skills.
- Ability to read and interpret warranty deeds, real estate contracts, property boundary surveys, maps, legal descriptions, building plans, building designs, and building characteristics.
- Ability to communicate effectively, both verbally and in writing.
- Ability to establish and maintain professional relationships with individuals of varying social and cultural backgrounds and with co-workers at all levels.
- Ability to represent the organization in a professional manner, building respect and confidence.
- Ability to maintain confidentiality.
- Ability to handle multiple tasks and meet deadlines.
- Ability to carry out instructions provided in verbal or written format.
- Ability to prepare routine accounting and administrative paperwork.
- Ability to use good judgment, analyze and solve problems.
- Ability to gather data, compile information, and prepare reports.

**Additional Knowledge, Skills, and Abilities for Senior Assessment Specialist:**

- Knowledge of reading and interpreting legal description, maps, to include the interpreting and administering of all state laws and regulations pertaining to the legal purpose and use of all documents, surveys and subdivision that pertain to real property ownership and the Property Tax Code.
- Skill in developing and maintaining a records management system.
- Ability to lead and train assigned staff.

**Physical Demands:**

While performing the duties of this job, the employee regularly is required to sit; use sense of smell; have manual and finger dexterity; stoop, and talk or hear. The employee is frequently required to walk and stand. The employee is occasionally required to crawl, climb heights, reach above shoulder level, crouch, kneel, balance, push/pull, and carry. The employee must occasionally lift and/or move up to 25 pounds.

**Work Environment:**

Work is performed in an office setting with a moderate noise level and in outside environments with moderate exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises. Work environment involves some exposure to hazards or physical risks, and requires following basic safety precautions. Travel, evening, holiday, and weekend work may be required.

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

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

**Approvals:**

Elected Official: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

Reviewed: 03/20/2015

Revised: 10/18/12

# Los Alamos County

## Job Description and Classification



LOS ALAMOS

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<b>JOB TITLE:</b>	<b>Appraiser</b>
<b>JOB CODE:</b>	<b>1210</b>
<b>CLASSIFICATION:</b>	<b>Non-Exempt</b>
<b>DEPARTMENT/DIVISION:</b>	<b>County Assessor Office</b>
<b>SUPERVISOR:</b>	<b>Chief Deputy Assessor</b>

### **Position Summary:**

Under general supervision of the Chief Deputy Assessor, appraise real property for the purpose of property taxes by using valuation models on Computer Assisted Mass Appraisal (CAMA) format in accordance with the NM property Tax Code. Applies recognized appraisal and mass appraisal methods and techniques. Maintains confidentiality of all privileged information.

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

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

- Gathers and analyzes sales, income/expense and cost data concerning land, residential, commercial and industrial properties.
- Interacts with governmental agencies for the purpose of obtaining, expanding or clarifying information required for valuation or analysis of properties for ad valorem tax purposes.
- Responsible for conducting valuations of taxable properties by utilizing valuation models and individual appraisals that incorporate the three approaches to value, [cost, income, sales comparison (market) approach] by obtaining information from appraisal manuals, schedules, interviews with property owners, contractors, real estate agents, sales, and interpreting the local real estate market conditions and trends and analyze economic factors for various property types.
- Writes narrative reports concerning land, residential, commercial and industrial properties under assessment appeal, testifies and/or presents appraisal reports before the Valuation Protest Board.
- Verifies and analyzes the sales of land, residential, commercial and industrial properties for market value.
- Values land, residential, commercial and industrial properties upon change of ownership.
- Establishes taxable value for new construction and/or alterations for land, residential, commercial and industrial properties.
- Determines the value of newly created industrial and commercial parcels using the appropriate appraisal technique.
- Determines market values for land, residential, commercial and industrial tax delinquent properties.
- Performs on-site inspection of land, residential, commercial and industrial property being valued and reviews other comparable properties and data as necessary for the purpose of valuation.
- Assist in the transfer of the values for the generation of the property tax rolls according to established procedures.
- Documents valuation findings on the appraisal records.
- Explains to property owners or their agents the rationale for assessment.
- Updates and maintains Assessor's Web Site.



- Provides support and participates in property valuation protest hearings. Schedule and provide written and oral defense of the Assessor's valuations.
- Assists in the researching and analyzing market trends and factors for the purpose of designing and updating valuation models to include the use of sales ratio studies.
- Assist in the development and merger of the CAMA and Geographic Information Systems (GIS) systems.
- Assist with the development and provides maintenance and updates of the County Assessor maps in a digital format and GIS requirements under the NM Property Tax Code, including development and maintenance of the County Assessor web page and internet requirements.
- Reviews property records to determine physical characteristics, area development and accessibility; reviews building plans; and any other related data on file, including sketches and documentation related to the type of construction, age, depreciation, remodeling and deletions essential in determining taxable value. Coordinates with appropriate staff before creating and altering valuation models.
- Plans and conducts field reviews to inspect and verify the structure measurements and effective age; calculates angles and dimensions for areas of the structure that cannot be physically measured; identifies and documents structural features that impact assessment value; evaluates the condition and physical characteristics of the structures; and obtains a digital photograph of the parcel to add to the permanent property records stored in the CAMA system.
- Develops, plans and maintains the State of New Mexico statutory five-year physical inspection process of all properties in Los Alamos County.
- Assists the design and development of appraisal valuation, models.
- Assists in the development and merger of the CAMA and GIS systems to provide visual segment layers of property values and attributes for appraisal purposes. Continuously reviews and updates property characteristics, attributes and any other factors that affect value into the Assessor's CAMA database.
- Uses computers and computer equipment, software and programs used by the Assessor's Office, for the purpose of entering, storing, retrieving, updating and working with data relevant to the appraisal and assessment of land, residential, commercial and industrial property for ad valorem tax purposes.
- Develops and maintains parcel information via the internet, intranet and web sites for use by other local, state and the general public as required under the NM Property Tax Code. Prints appraisal maps by township and range for office and appraisal computer assisted usage.
- Oversees and provides personal computer functions, such as scheduled and special reports, correspondence, and database management.
- Maintains confidentiality of all privileged information.
- Contributes to a team effort and accomplishes related results as required.
- Performs other duties as required.

**Minimum Qualifications:**

- High School Diploma or GED.
- Four years of appraisal experience, three of which must include experience in commercial and industrial appraisal.
- Must possess or have ability to obtain within first sixty days of employment and must maintain a valid New Mexico Class D driver's license.
- Must have and maintain New Mexico Property Tax Division's Appraiser III certificate.

- Must have or obtain New Mexico Certified Appraiser Designation within one year of employment and maintain thereafter.

**Preferred Qualifications:**

- Experience with ArcGis, ArcView, ArcInfo or related mapping software.
- Experience with developing and maintaining parcel information via a web page.
- Statistical math background.
- Knowledge of mass appraisal methods and techniques.

**Knowledge, Skills, and Abilities:**

- Knowledge of business English, proper spelling, grammar, and punctuation.
- Knowledge of laws, regulations, methods, and techniques in area of specialty.
- Knowledge of the theory, methodology, practices and procedures involved in the appraisal of land, residential, commercial and industrial real property for ad valorem tax purposes.
- Knowledge of the principles underlying the appraisal process.
- Knowledge of property values and the effect of economic trends on value and the cost of new construction.
- Knowledge of procedures for transferring ownership of real estate.
- Knowledge of economic and accounting principles and practices, the financial markets, banking and the analysis and reporting of financial data.
- Knowledge of the State of New Mexico uniform coding system, open database conductivity and other mapping/GIS requirements as required by the NM Property Tax Code.
- Must be knowledgeable on the NM Property Tax Code requirements to the valuation of taxable property and the Uniform Standards of Professional Appraisal Practices and the code of ethics of the International Association of Assessing Officers.
- Skill in organizing and coordinating.
- Skill in records maintenance.
- Skill in operating various word-processing, spreadsheets, GIS, and database software programs in a Windows environment.
- Ability to read and interpret mapping and survey data, site plans, floor plans, zoning codes, legal descriptions and related information.
- Ability to gather data, compile information, and prepare reports; as well as other administrative paperwork.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish and maintain professional relationships with individuals of varying social and cultural backgrounds and with co-workers at all levels.
- Ability to represent the organization in a professional manner, building respect and confidence.
- Ability to maintain confidentiality.
- Ability to handle multiple tasks and meet deadlines.
- Ability to use good judgment, analyze and solve problems.

**Physical Demands:**

While performing the duties of this job, the employee regularly is required to sit and stand; use sense of smell; have manual and finger dexterity; stoop, and talk or hear. The employee is frequently required to walk or climb stairs. The employee is occasionally required to crawl, reach above shoulder level, crouch, kneel, balance, push/pull, and carry. The employee must occasionally lift and/or move up to 25 pounds.

**Work Environment:**

Work is performed in an office setting with a moderate noise level and in outside environments with moderate exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises. Work environment involves some exposure to hazards or physical risks, and requires following basic safety precautions. Travel, evening, holiday, and weekend work may be required.

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

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

**Approvals:**

Elected Official: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

Reviewed: 03/20/2015

Revised: 10/18/12



LOS ALAMOS

# Los Alamos County

## Job Description and Classification

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<b>JOB TITLE:</b>	<b>Apprentice Appraiser</b>
<b>JOB CODE:</b>	<b>1206</b>
<b>CLASSIFICATION:</b>	<b>Non-Exempt</b>
<b>DEPARTMENT/DIVISION:</b>	<b>County Assessor Office</b>
<b>SUPERVISOR:</b>	<b>Chief Deputy Assessor</b>

**Position Summary:**

Under general supervision of the Chief Deputy Assessor, researches property records, conducts on-site inspections, verifies measurements and property characteristics and updates the Assessor's database to assist the appraisal staff in establishing real property and personal property values for property tax purposes. Assists Assessment Specialist with providing administrative support for the office. Maintains confidentiality of all privileged information.

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

**Essential Duties and Responsibilities:**

- Conducts real and personal property surveys, gathers statistical data, property attributes and characteristics for valuation modeling and sales ratio studies.
- Reviews property records to determine physical characteristics, area development and accessibility.
- Researches other related data in property files including sketches and documentation related to the type of construction, age, depreciation, remodeling and deletions.
- Assists the appraisers in the valuation of residential, personal and vacant land.
- Plans and conducts field visits to inspect the property and structures; takes and verifies structure measurements and age; calculates angles and dimensions for areas of the structure that cannot be physically measured; identifies and documents structural features that impacts assessment value; evaluates the condition and physical characteristics of the structures. Electronically sketches parcels to scale; enters sketch and verified data into the Assessors database; processes digital photograph and enters it into the database.
- Assists in maintaining parcel maps; responds to inquiries from the public.
- Issue tax releases on stables, hangars and manufactured homes.
- Assist in data entry for ownership transfers, mailing and property address changes, tax exemptions, splits and merges.
- Performs other administrative and appraisal support duties for the Assessor's Office.
- Maintains confidentiality of all privileged information.
- Contributes to a team effort and accomplishes related results as required.
- Assists Assessment Specialist with data entry, time sheets, travel, and purchase orders.
- Prepares and responds to estimated tax requests in a timely manner.
- Performs other duties as required.

**Minimum Qualifications:**

- High School Diploma or GED.
- Two years' experience with data collection work in real estate, construction or a related field.
- Must possess or have ability to obtain within first sixty days of employment and must maintain a valid New Mexico Class D driver's license.
- Must have or obtain New Mexico Appraiser I Certification within one year of employment and maintain thereafter.

**Preferred Qualifications:**

- New Mexico Certified Appraiser I.

**Knowledge, Skills, and Abilities:**

- Knowledge of business English, proper spelling, grammar, and punctuation.
- Knowledge of laws, regulations, methods, and techniques in area of specialty.
- Knowledge of the theory, methodology, practices and procedures involved in the appraisal of land, residential, commercial and industrial real property for ad valorem tax purposes.
- Knowledge of the principles underlying the appraisal process.
- Knowledge of Uniform Standards of Professional Appraisal Practices and the code of ethics of the International Association of Assessing Officers.
- Knowledge of procedures for transferring ownership of real estate.
- Skill in organizing and coordinating.
- Skill in records maintenance.
- Skill in operating various word-processing, spreadsheets, Geographic Information Systems (GIS), and database software programs in a Windows environment.
- Skill in reading blueprints, maps, architectural drawings, plats and in drawing building sketches and knowledge of engineer drawing techniques.
- Ability to gather data, compile information, and prepare reports, as well as other administrative paperwork.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish and maintain professional relationships with individuals of varying social and cultural backgrounds and with co-workers at all levels.
- Ability to represent the organization in a professional manner, building respect and confidence.
- Ability to maintain confidentiality.
- Ability to handle multiple tasks and meet deadlines.
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**Approvals:**

Elected Official: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

Reviewed: 03/20/2015

Revised: 10/18/12



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 1)

**Index (Council Goals):** \* 2016 Council Goal – Quality Governance – Operational Excellence – Maintain Quality Essential Services and Supporting Infrastructure

**Presenters:** Harry Burgess, County Manager

**Legislative File:** 9038-17

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### **Title**

County Manager's Report for January 2017

### **Body**

The County Manager's Office compiles a monthly report of activities conducted by County staff and publishes this report for the benefit of our citizens. Highlights of this report will be emphasized for Council as a means to increase the distribution of this information.

### **Attachments**

A - County Manager's Update

# County Manager's Monthly Update

LOS ALAMOS COUNTY

JANUARY - 2017

This update contains information about Los Alamos County, and is intended to keep you informed regarding key issues, the status of various capital projects, employee recognitions and significant events that have occurred during the past several weeks. This update is distributed on a monthly basis; however the County maintains a website at [www.losalamosnm.us](http://www.losalamosnm.us) where you can also check for periodic updates on the issues outlined below as well as other current topics. In the event that you have questions concerning the information in this update, or any other questions about Los Alamos County activities, please feel free to contact the County Manager at (505) 663-1750, or via [lacmanager@lacnm.us](mailto:lacmanager@lacnm.us).

## COMMUNICATIONS & PUBLIC RELATIONS DEPARTMENT

### **Happening Now:**

Work continues with Civic Live for the public website. Data for the migration step and approval of the next sub-level department landing page mock up are underway. Training on the brand will occur Jan. 19 with employees. The IBRC meets twice a month to continually evaluate employee requests or feedback. The IDEA Group has drafted the brand action plan and it was reviewed on Jan. 13. They will be presenting brand materials to the employees (supervisors) on Jan. 17 and then meeting with other key groups that afternoon. The plan will be finalized in February and will be presented to the Council in early March. The PIO continues to spend a significant amount of time on public outreach activities for the 6 Recreation Capital Projects now that the Dec. 20 Council vote has authorized staff to proceed with taking the projects to a vote in May. A public outreach plan is being developed. The division continues to support the ongoing work of the Manhattan Project Nat'l Hist'l Park committee. The Visual Information Specialist served on the evaluation team for the RFP for Wayfinding this month. The PIO concluded work with the RFP evaluation team for the legal notices newspaper RFP and it is in processing with the Daily Post. The PIO and VIS spent significant time on the 2016 Annual Report. The VIS spent time on starting the new trail maps and trailhead brochures. CPR supported the opening of the Phase 2 Canyon Rim Trail, the Los Alamos History Museum Grand Opening Dec. 30, planning activities for the Fuller Lodge grand re-opening and planning activities/plaque request for the Senior Center remodel in White Rock for its grand opening. The winter recreation brochure was completed and the Transit Ride Guide is being updated by the VIS.

### **Coming Up:**

The PIO's time spent on the design of the new webpage is increasing. January and February will be very busy with website activities occurring. Website training will occur at the very end of January, and then February will be the beta testing of the site. The Go Live date is now March 1. Work on the 6 Recreation Projects will move to the next phase of bond election public outreach in February. Work on outreach for the Economic Development projects that were separated from the 6 projects by Council in November should enter the early phases of public outreach with stakeholders such as the Main Street Futures group. Work will get underway at the end of January for Cycle 2 of the Home Renewal Program, which is set to launch in February and close in April. Once the Council Strategic session is completed in January, the Council goals will be updated on the new website and internally.



## **Communications Plan:**

The webpage project is part of the Communications Plan and progress was already noted above. That project will continue to be a significant impact on the PIO's time in January and February. Support for branding was an unanticipated work item in the 2015 Communications Plan. Once the Action Plan is finalized, the Communications Plan and expected CPR involvement for graphic design or photo support will be noted and reflected back in the Plan as a changed item.

## **COMMUNITY DEVELOPMENT DEPARTMENT**

### **Building Safety Division**



**Before:** *Nuisance*



**After:** *Violation Resolved*

Construction for Domino's Pizza was completed and the restaurant opened for business on Saturday, December 31<sup>st</sup>. The restaurant is located at the Smith's Shopping Center next to Supercuts.

Construction for McDonald's restaurant was completed and the restaurant opened for business on Wednesday, December 28<sup>th</sup>. The Restaurant is located at the intersection of Trinity and Knecht Street.

CDD's Monthly Contractors Meeting was cancelled in December due to the holiday's. The next meeting is scheduled on Tuesday, January 17<sup>th</sup> at 11:00 a.m. at Fuller Lodge.

The total number of commercial permits issued in November was eight, with a total valuation of \$197,829.00.

The total number of residential permits issued in November was 44, with a total valuation of \$1,830,353.00. Permits were issued for three new homes.

### **Housing and Special Projects Division**

#### **Housing Rehabilitation Program (Home Renewal Program):**

The 2016 program includes 11 rehab projects, 7 of which are for senior households. Work has been completed on the first home under the emergency repair program, and work has begun on three more homes. A permit application has been submitted for a sixth home. For the final five homes, three contractors have been selected and rehab work will begin in January.

### **Homebuyer Assistance Program:**

As a required first step for this proposed new program, the drafted ordinance was reviewed and approved in December by the State's Mortgage Finance Authority (MFA). The ordinance is expected to be brought to Council for consideration in January. Staff is in the process of drafting a Request for Proposal and program administrative procedures with the intent of contracting a qualified external entity to implement the program.

### **Vacant Homes Project:**

Staff is developing a 'clean & lien' strategy which will allow, if adopted by Council, the County to clean up vacant properties that have code violations and the property owners are non-responsive to notice of violations. It is anticipated that an ordinance outlining such a program will be brought to Council for consideration by the first quarter of 2017. The Vacant Homes analysis, including field observations, has been updated with the help of a student intern from Los Alamos High School. This information will support on-going enforcement efforts against building exterior and yard violations.

### **A-19 Development:**

Staff continued to coordinate with the Site A-19-A-1 Acquisition Group, LLC as they continue with their due diligence.

### **Planning Division**

#### **Comprehensive Plan:**

On December 6, 2016, following unanimous recommendation for approval of the Comprehensive Plan by the Planning and Zoning Commission, the Los Alamos County Council unanimously adopted the 2016 Comprehensive Plan. This is the first comprehensive plan to be adopted by the County in nearly 30 years and includes, for the first time, Future Land Use Maps.



#### **Vision Statement**

The community today has looked ahead to the next ten, even 20 years, and this is what it sees: Los Alamos will continue to have a small town feel, while improving economic vitality will bring significantly more choices for residents in local retail, restaurants, and recreational opportunities. There will be more and varied choices for housing, including senior housing and continuing care, smaller units, and affordable housing. Increased tourism will be a benefit to the community through promotion of diversity and growth of the local economy. The community will eliminate blight. It will protect and enhance open space and trails.

## Planning & Zoning Commission Activities:

The Board of Adjustment approved one Waiver application on the 5<sup>th</sup> of December to a manufactured home to encroach into the side and front setbacks.

## Business License and Building Permit Review:

Planning Division staff reviewed and acted on 19 Business License applications and 28 Building Permits.

## COMMUNITY SERVICES DEPARTMENT

### Recreation Community Collaborations

- **Take over PEEC – Tuesday, January 17<sup>th</sup> from 6-7:30PM:** PROS Division staff are once again collaborating with the Los Alamos Nature Center and PEEC to provide a night of fun activities and programs hosted by staff from across the Division. Join us for putt-putt golf through the Nature Center where each hole is hosted by a PROS staff member handing out fun give-a-ways and asking PROS Division trivia; or join us outside around the campfire for roasting s'mores and sharing trails information. It's all FREE and we hope you'll join us!



### Ice Rink

- **Skate with Santa:** Santa and his elves visited the Rink on Saturday, December 17<sup>th</sup> from 2:30 – 4:00 PM and Sunday, December 18<sup>th</sup> from 3:30 – 5:00 PM. A fun time was had by all as Santa posed for pictures on and off the ice; the elves passed out candy canes; and all ages gave Santa a warm welcome as he enjoyed ice skating.
- **Christmas Eve Luminaria Skate:** This event has become an annual tradition for many families and we were excited to share the experience with many new faces. It was wonderful to see a comment from a family who recently moved to Los Alamos share this event with their Facebook friends and family and say how they were “looking forward to starting a new holiday tradition in their new community.”
- **Holiday Hockey Tournament:** Players from across New Mexico and from Austin and Odessa, TX trekked on down to the Ice Rink from December 27<sup>th</sup> – 30<sup>th</sup> to play the “greatest game on ice.” Approximately 10 teams took the ice early mornings, mid-afternoon, and evenings over the course for the four-day tournament. This year we were fortunate to have great weather with no snow to hold up play.



- **Ice Skating Lessons:** It's time to register for the second session of ice skating lessons. Lessons resume on Saturday, January 7<sup>th</sup> and Wednesday, January 11<sup>th</sup>. If the group lesson times do not fit into your schedule, or you need a little more one-on-one time with an instructor, sign up for a series of Spotlight/Private lessons.
- **Holiday Ice Rink Hours:** This is always the Ice Rink's busiest time of year with family home for the holidays, visitors in town, and the Holiday Hockey Tournament. It started getting busy on Wednesday, December 21<sup>st</sup> as 60 Aspen Elementary School 6<sup>th</sup> graders and their chaperones took to the ice in the morning. On Friday, December 23<sup>rd</sup> the Rink hosted Pinon Elementary School in the morning and a group from the Middle School in the afternoon. Public skating has been busy as people of all ages enjoyed some time on the ice.
- ***NEW!* Adult Hockey Tournament:** We are excited to be hosting the 1<sup>st</sup> Annual Atomic City Adult Hockey Tournament January 13<sup>th</sup> – 15<sup>th</sup>. Volunteers from LAHA are coordinating this event with Ice Rink staff and we hope to have a large turn out as the feedback has been very positive.



Moments from Skate with Santa, Luminaria Skate, Ice Skating Lessons, and Holiday Hockey Festival

### Golf Course

- The new POS System, (Point of Sale), has been installed and pro shop staff has gone through training. The New POS System will allow us to move into the electronic tee time reservations process for all golfers in the spring.
- Staff will attend the PGA buying show in Orlando, Florida in late January to buy inventory for the upcoming season. Staff will meet with local tournament coordinators in January to firm up their 2017 tournament dates and pricing for the upcoming season. Presently we have 41 events scheduled for 2017.

- We have covered 6 greens this winter, Holes 6, 7, 8, 12, 13, and 16. These greens typically take on more damage during dry winters. See pictures below.



Greens Cover hole #8



Greens Cover hole #7

### **GOLF COURSE CLOSED FOR SEASON**

- The Los Alamos Golf Shop was closed from the 23<sup>rd</sup> of December 2016 through the 2<sup>nd</sup> of January, 2017 reopening with the hours, 10:00 am – 2:00 pm on January 3<sup>rd</sup>. This schedule will continue until the weather allows us to open the course taking into consideration turf conditions.

### **Library**

- The Library has received a substantial art donation from White Rock residents Susan and Scott Robertson. The Robertsons were moved to donate the works after seeing the style of the new White Rock branch, but the artworks, mainly monoprints and artist's prints, will be hung at both libraries.



- Noon Year's Eve was a grand celebration for the toddler set at both Libraries again this year. The White Rock celebration featured Noon Year's Eve Unwrapped, celebrating midnight in Cairo (at 3 p.m. in White Rock) with Egyptian games- and of course, the all-important balloon drop.



- One of the great joys of working in the Libraries is making book recommendations. Each year the staff picks favorite books from the previous year and features them with bookmarks, handouts and a special display shelf. Stop by and see what we especially loved last year! Elly Olivas has coordinated the 2016 display.





## DEPARTMENT OF PUBLIC WORKS

### Administration Division

2017 Bond Project Update:

On December 20, 2016 County Council voted to approve a list of recreation projects and directed staff to develop a ballot question in the amount of \$20 million for a May 2017 all mail ballot. The list includes Golf Course Improvements, Softball Field improvements at Overlook Park, a new Recreation Center, a new Multi-generational pool, and a Splash Pad at Pinon Park in White Rock. Council also voted to direct staff to develop a plan for advertising and promoting the bond.

### **Transportation Board:**

The Transportation Board meets the first Thursday of the month at 5:30 p.m. Meetings are held at 1000 Central Avenue, Room #110.

### **Airport Division**

#### **Terminal Building Roof Repairs:**

The terminal building roof had been experiencing some small water leaks after heavy rains or snows. The roof was repaired the week of December 12th.

#### **Fence Project:**



The Airport Manager has been informed that the FAA will fund the design of this project this fiscal year and the construction of the project in FY 2018. However, if more funding becomes available this year due to a project at another airport being cancelled or delayed the FAA will consider increasing this year's funding to include the construction portion of the project. Grant applications have been sent to the FAA and the NMDOT-Aviation Division for the design phase of the project. The FAA will fund 90% of

the project and the State will fund 5% of the project.

#### **Hangar Construction:**



We are in the process of writing the Invitation to Bid and the Specifications for the construction of four hangars on the concrete pad constructed by the Department of Energy on a portion of the old landfill at the airport. We anticipate going out for bid in early January 2017 and beginning construction in late spring or early summer. The four hangars consist of one 60 foot by 60 foot box hangar and three T-hangars. These hangars will be available for lease and will be the first hangars owned by the County

at the airport. There are presently 45 privately owned hangars at the airport.



### **Gas Line Installation:**



The Department of Public Utilities is installing two new gas lines and two electrical conduit lines along the south property line of the airport. The gas lines are replacing an old gas line that now runs within the right-of-way of Route 502. The pipes are being placed so that they will be inside the airport fence when the new security fence is constructed next year.

### **Custodial Division:**

The Custodial Division supported 214 events during the month of December.

The RFP for custodial services at the Pajarito Cliffs Site closed on December 2 and is in the process of being scored and evaluated.

Equipment and supplies were stocked at the White Rock Complex in anticipation of renovation completion.

Interviews were conducted and a candidate was selected for the vacant custodial position, Adrian Salazar started on January 3, 2017.

### **Engineering & Project Management Division**

#### **Fire Station 3:**

Architectural design work is nearing completion and includes a more substantial reroofing, as well as a new wall system, window replacement and HVAC system modifications to better insulate and control the temperature in the bunkrooms. Construction is anticipated to begin in April 2017 and will last approximately 4-months.

#### **Fuller Lodge Phases 2-4 and Historical Museum:**

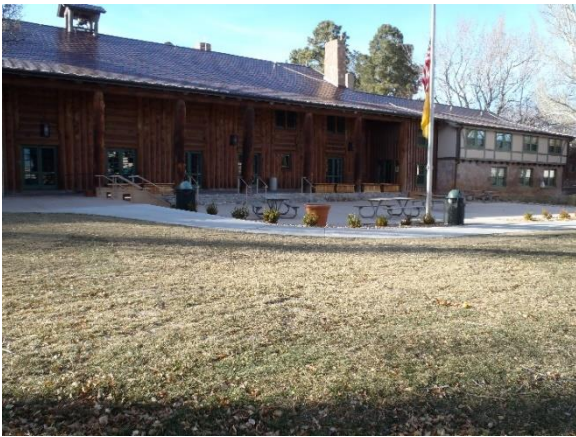
R&M Construction continues to make steady progress on both facilities.



Fuller – new driveway



Fuller – new steps and ramp



Fuller – New East Patio



Fuller – South and West Wings – Storm Windows



Fuller – New Elevator



Fuller – Green Room





Museum – front



Museum – East Side



Museum – north side



Museum – new ramp to the north



County Custodians – recreated the coat room and spruced it up!



### Fuller Lodge:

- Final Completion was achieved December 12<sup>th</sup>.
  - Finalization of the expanded snow melt system
  - Paint the exterior kitchen door.
  - Replace the log column for the west wing roof overhang

### Museum:

- Substantial Completion has been achieved with a couple of items outstanding
  - Installation of exterior furnishings, a recycling and trash container and bench.

### **LAPD Dispatch Lighting Improvements:**

The installation of new lighting system has been completed successfully.

### **Mesa Library HVAC Improvements:**

The current system is an evaporative cool system. However, it does not provide adequate cooling during times of high (30% plus) humidity. The system itself is limited in its cooling capacity due to its original design. The design consultant evaluated several system options which included an initial and life-cycle cost analysis. This evaluation resulted in a system selection to proceed to the design phase.

The Design Development drawings have been received and is being reviewed with comments to be provided back to the design team. It is anticipated that this project will be advertised for bid in January, with construction work scheduled to occur in August 2017. Staff is evaluating options to reduce impacts and disruption of services.

### **White Rock Complex & Senior Center Renovations:**



Senior Center



View through the courtyard



Activity Center

### **Senior Center – Event Hall (aka Meal Center):**

This building has been completed a few punch list items are remaining but the kitchen is operational and is expected to open January 3rd, 2017.

**Senior Center**

The building has been completed and is ready for the occupants who will begin moving in Monday, December 19th.

**Activity Hall** - This building is nearly completed on the interior.

**Town Hall** - This building has been completed on the interior.

**Site work** - The contractor is currently working on finishing up the exterior brick. Landscaping is expected to begin the week of December 19th. Final clean up and punch list items are being addressed.

**Youth Activity Center Remodel:**

The bids for construction closed on December 9th. The construction contract, project budget, and lease for relocating the Youth Activity Center to a temporary location was approved by Council on December 20th. The construction is scheduled to begin January 6th and is anticipated to be completed at the end of March.

**Western Area Improvements Phase 4:**

This project has been completed successfully on schedule and within budget.

**Central Avenue Improvements – Phase 2:**

This project has been successfully completed within budget. County traffic crews have completed the installation of the roadway lights.



## Canyon Rim Trail Project:



Officials gather on December 21 to cut the ribbon on the Canyon Rim Trail Pedestrian Bridge.



Starting December 26, 2016 several sections of the trail will be closed as the contractor will be grinding sections of the trail to comply with ADA cross and running slopes. The trail consists of a 10 foot wide paved surface from Fire Station #6 to the Smith's Marketplace. The project is scheduled for completion by late December 2016, weather permitting.

### Upcoming Engineering Projects...

- Cumbres Del Sol Subdivision Roadway Improvements
  - The Project consist of roadway improvements, which includes asphalt, paving, curb, gutter, sidewalks, ADA curb ramps, drive pads and drainage structures.
- 20<sup>th</sup> Street Extension Improvements
  - The Project consists of an extension of 20<sup>th</sup> Street south of Trinity Drive and necessary utilities.
- Canyon Rim Trail, Phase III Improvements
  - The Project consists of a continuation of the existing pedestrian trail from Knecht Street to 20<sup>th</sup> Street and a grant request for a trail underpass near the co-op.

## Environmental Division

### New Mexico Environment Department inspection:

The New Mexico Environment Department (NMED) conducted their annual inspection of the Los Alamos County Eco Station and Overlook Collection Center. NMED found ZERO violations and the inspector commended Environmental Services staff for an outstanding job.

### Greener Holiday Season



Your Christmas lights **are** recyclable! Bring them to the Eco Station to dispose of them properly at with the metal recycle area free of charge.



**Gift wrapping paper is NOT** recyclable as it is often dyed, laminated, and/or contains non-paper additives such as gold and silver colored shapes, glitter, plastic, etc., which cannot be recycled. Bows and ribbons cannot be recycled either. It is best to reuse these items when possible.

### Christmas Trees



Our crew will be collecting Christmas trees January 3<sup>rd</sup> through January 13<sup>th</sup>. Please place the tree by the curb. Christmas trees can also be brought to the Eco Station free of charge.



### Hot Ashes:



Environmental Services would like to remind everyone that hot ashes cannot go into the roll-carts as it is a fire hazard. On Friday, December 16, 2016 one of our operators came across this very situation. If the fire had not been noticed before dumping the trash in the truck it could have caused a larger truck fire.

### Recruitment



Environmental Services Division would like to welcome Clint Chevalier as the new Environmental Services Trainee.

The recruitment process for Senior Equipment Operator is currently underway; this recruitment ends January 19, 2017.

### Los Alamos County Landfill Gas Update:

The landfill gas vents all decreased in methane during this period. Methane concentrations ranged from 31.4% (volume in air) to 55.5%. All perimeter gas probes except for MP-11R ranged in methane concentration from 0% to 43.7%. MP-11R had a methane concentration slightly above 100% of the lower explosive limit (LEL). That is 5.3% (volume in air).

SCS Engineering has begun design work for a permanent methane extraction system to be installed at the landfill which will help decrease the methane levels.



## Residential Sustainability Report



### Residential Sustainability Report

Service Period: December 2016

Recyclables Collected: 83.68 tons

Trash Collected: 256.02 tons

Compostable Materials Collected: 0.00 tons

Total Material collected: 0.00 tons



LOS ALAMOS

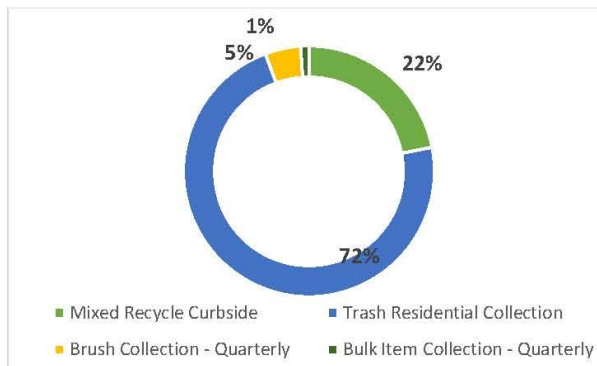
### Monthly Collection Report

November Diversion Rate: **34%**

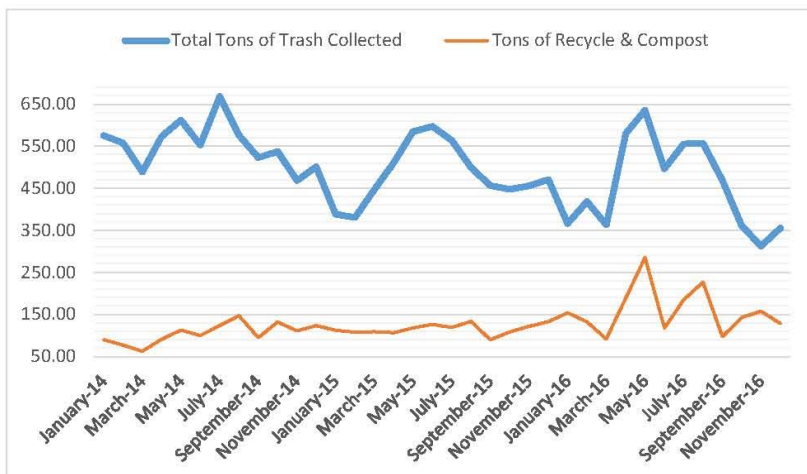
December Diversion Rate: **27%**

A **21%** Decrease in Diversion

The *diversion rate* is the percent of materials recycled and composted.



### Month by Month Recycling Comparison



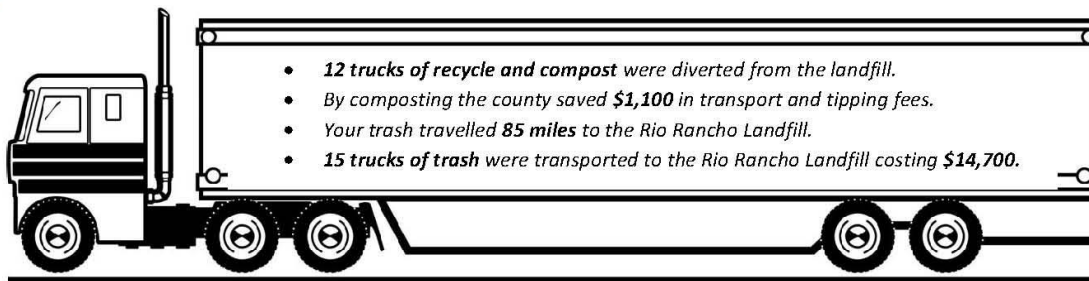
#### Recycling saves

Recycling one ton of aluminum:

- Saves 14,000 kWh of energy
- Saves 39.6 barrels (1,663 gallons) of oil
- Saves 237.6 million Btu's of energy
- Saves 10 cubic yards of landfill space

#### Aluminum Recycling Tips

- Prepare aluminum cans for recycling by either crushing the cans to save space or leaving them uncrushed.
- Cans that are rinsed out will have little or no odor and are less likely to attract bugs.



## **Facilities Division**

Crews are working on heating issues at several facilities.

Staff is working on the scoreboard at the Ice Rink.

Crews are rekeying the White Rock Complex.

Crews are installing one more row of lights at the Eco Station.

A new washer and dryer were installed at Fire station 2.

## **Fleet Division**

### **New Equipment**

Mowing tractor for Streets Division



Brush truck for the Fire Department



Fire Truck for Fire Department.



Gator for the Parks Department



## Traffic & Streets Division

### Streets Division:



Crews repaired and patched asphalt at Rover and Carlsbad where a utility waterline break occurred earlier this month.



GM Emulsion is in the process of lining the San Ildefonso Pedestrian Walkway.





Crews are replacing a section of sidewalk at North Mesa due to a water main break.



Crews cleaned and built a new drainage ditch at Range Road.





Crews repaired and patched two utility water breaks at Sandia and Trinity Loop





Crews removed a blown over tree from county property that was potentially threatening a private structure.



Crews cleaned a drainage ditch on Barranca Mesa.



## Traffic Division



Crews installed delineators along the road to the Stables. These have been placed to warn owners of the newly placed drainage culverts placed along the side of the roadway.



Crews have installed the final light poles along Central Ave. This is part of the Central Avenue Lighting Project (Phase II). They have also placed the new Los Alamos County Banners along Central Ave.

### **Transit Division**



The Transit Division participated in the Annual Christmas Light Parade on December 3, 2016. This year's parade theme was "Peace on Earth". The employees enjoyed decorating and participating in the event.



Atomic City Transit has partnered with the DWI program to provide a safe-ride home program in an effort to end DWI for December 30, 2016 from 6:00 pm to 12:30 pm and December 31, 2016 from 6:00 pm to 1:30 pm. Reservations will begin on Thursday December 29, 2016 at 7:00 am by phoning Atomic City Transit at (505) 661-RIDE (7433). Space is limited so plan ahead and give Atomic City Transit a call.



The new stop sign on Range Road has been added to the Route 5 Barranca Mesa. Since the beginning of service on November 21, 2016 a total of 19 operating days we provided a total of 30 rides from this location. Customers are enjoying the service and we anticipate this ridership to increase as the neighborhood gets to know the route.



In preparation of the on-coming snow season, the Transit Division held our "Winter Driving" training on December 7, 2016. All 21 drivers, 3 lead drivers and dispatchers attended the training. Drivers enjoyed the training stating the training is good and goes right along with experience.



A warm returning welcome to Jonathan Gonzales and Deborah Flores who will be joining the team on December 19<sup>th</sup> in the Transit Operator I position. Jonathan and Deborah assisted ACT this past summer with the Bandelier service. We are happy to have them on-board and joining our team.

## November 2016 Ridership Report



Route	Current Month Trips			Year-to-date Trips			Average Daily Trips		
	Last Yr	Curr Yr	% Chg	Last Yr	Curr Yr	% Chg	Last Yr	Curr Yr	% Chg
1 Downtown	6781	<b>5429</b>	-19.9%	92231	<b>85549</b>	-7.2%	376.7	<b>285.7</b>	-24.2%
2M White Rock - Main Hill	4410	<b>1652</b>	-62.5%	61213	<b>20707</b>	-66.2%	245.0	<b>86.9</b>	-64.5%
2T White Rock - Truck Route	2275	<b>1456</b>	-36.0%	32228	<b>25682</b>	-20.3%	126.4	<b>76.6</b>	-39.4%
2 White Rock Total (2M & 2T)	6685	<b>3108</b>	-53.5%	93441	<b>46389</b>	-50.4%	371.39	<b>163.6</b>	-56.0%
3 Central / Canyon	1273	<b>2039</b>	60.2%	16928	<b>21890</b>	29.3%	70.7	<b>107.3</b>	51.7%
4 North Community	2459	<b>2678</b>	8.9%	33558	<b>30569</b>	-8.9%	136.6	<b>140.9</b>	3.2%
5 Barranca Mesa	2374	<b>1623</b>	-31.6%	32300	<b>21883</b>	-32.3%	131.9	<b>85.4</b>	-35.2%
6 North Mesa	7312	<b>5258</b>	-28.1%	87557	<b>64134</b>	-26.8%	406.2	<b>276.7</b>	-31.9%
<i>Fixed-route total</i>	26884	<b>20135</b>	-25.1%	356015	<b>270414</b>	-24.0%	1493.6	<b>1059.7</b>	-29.0%
7 North Mesa Expr	918	<b>1226</b>	33.6%	10242	<b>10671</b>	4.2%	51.0	<b>68.1</b>	33.6%
8 North Community Expr	663	<b>712</b>	7.4%	6288	<b>5707</b>	-9.2%	36.8	<b>39.6</b>	7.4%
9 Aspen Expr	553	<b>797</b>	44.1%	5359	<b>5515</b>	2.9%	30.7	<b>44.3</b>	44.1%
10 Barranca Expr	841	<b>924</b>	9.9%	6485	<b>7166</b>	10.5%	46.7	<b>51.3</b>	9.9%
11 White Rock Expr	679	<b>643</b>	-5.3%	6073	<b>6096</b>	0.4%	37.7	<b>35.7</b>	-5.3%
<i>Express route total</i>	3654	<b>4302</b>	17.7%	34447	<b>35155</b>	2.1%	203.0	<b>239.0</b>	17.7%
12 Bandelier	0	<b>0</b>	0.0%	108369	<b>111626</b>	3.0%	0.0	<b>0.0</b>	0.0%
Dial-a-Ride (Evening Service)		<b>62</b>			<b>882</b>			<b>3.3</b>	
ACT Assist (Previously DAR)	560	<b>454</b>	-18.9%	7876	<b>5540</b>	-29.7%	31.1	<b>23.9</b>	-23.2%
Special Services	0	<b>0</b>	0.0%	4603	<b>4536</b>	-1.5%	0.0	<b>0.0</b>	0.0%
<i>System total</i>	31098	<b>24953</b>	-19.8%	511310	<b>428153</b>	-16.3%	1727.7	<b>1325.9</b>	-23.3%

## ECONOMIC DEVELOPMENT

### Land Development:

- The subdivision application has been filed for the 20<sup>th</sup> Street extension, one the Economic Development CIP projects that Council approved in 2016. The development will be a 6 lot subdivision with road and utilities infrastructure improvements on County land. The joint project with Public Works, Utilities and Economic Development will be moving forward to IDRC and then to P & Z. Please contact Joanie Ahlers at 662-8296 with questions.

### Small Business Update:

- Blue Window Bistro completed its move and opened for lunch service on Tuesday, 1/10/17! The new space located in the 1789 Trinity building (across from the Post Office), has been completely renovated.
- Domino's Pizza opened over in the Trinity Site (new Smith's) development.
- China Moon completed a renovation of their space adding new booths and flooring.

### Brand Implementation:

- Consultants **The Idea Group of Santa Fe** completed an initial draft of the Brand Action Plan based on input received at interviews with more than 30 stakeholders. Consultants also conducted initial brand integration presentations on January 17 with stakeholders, introducing the phrase "cultivate curiosity and deliver a-ha moments" as an actionable way to integrate the brand mindset of the brand strapline "Where Discoveries Are Made." At each meeting, attendees were challenged to share their "a-ha moment(s)" regarding the brand. The collective input will be incorporated into the Brand Action Plan, scheduled to be presented to Council at the March 7, 2017 meeting.

### New Mexico Tourism Department:

- The New Mexico Tourism Department selected Los Alamos as the location/host of the quarterly meeting of the state's **Tourism Commission** on Wednesday, February 15, 2017. The meeting will be held at Fuller Lodge, and will include a tour of the new Los Alamos History Museum Campus.

### Los Alamos Film Office Update:

- **"Untitled Bollywood Picture."** The Los Alamos Film Liaison is currently working with Los Alamos Golf Course manager and Cottonwood on the Greens to host a small "Bollywood" production company wishing to film 10 days at the Los Alamos Golf Course facility and greens. The movie is about a man and woman from different social classes and the challenges they face after falling in love at a golf course.

## LOS ALAMOS FIRE DEPARTMENT

Los Alamos held a Memorial for Arturo Gurule who died in the line of duty on December 18<sup>th</sup>, 1983.

### *In Memoriam*

#### **ARTURO E. GURULE LINE OF DUTY DEATH – DECEMBER 18, 1983**

On this 33<sup>rd</sup> anniversary of his death,  
we remember and honor our fallen brother.

*Never Forget*



*In Memoriam*

Arthur E. Gurule

Line of Duty Death – December 18, 1983



LAFD Honor Guard partnered with Santa Fe Fire Department to honor Retired Captain Pete Tapia at his funeral. Pictured are LAFD Honor Guard Commander William Nackers and SFFD Commander Daniel Gutierrez.



## CALENDAR OF UPCOMING MEETINGS AND EVENTS

**Jan 24 – Strategic Planning Meeting, 6:00 p.m., Pajarito Cliff Site**

**Jan 31 – Council Meeting, 6:00 p.m., Council Chambers**

## KUDOS & FYI

### Kudos

-----Original Message-----

From: [harisselvi@juno.com](mailto:harisselvi@juno.com)

Sent: Tuesday, November 29, 2016 1:27 PM

To: Romero, Louise <[louise.romero@lacnm.us](mailto:louise.romero@lacnm.us)>

Subject: A Big Thanks to you, The NWF sign is installed now by Alipio.



Dear Louise,

A Big Thank you to you Louise and Alipio. Talking to you at your office, made a big difference to have the NWF sign installed. Many have been trying this from April. You gave me a lot of hope .Your guidance and help I will remember always Louise. Jonathan from NC sent me the picture showing the sign installed. What a moment I was waiting for! You have been very kind and again my heartfelt thanks.

Though Thanksgiving is just a few days back, I want to say YOU DID IT FOR ME so Thank you.

Selvi

From: Montalvo, Nathaniel

Sent: Monday, December 19, 2016 12:31 PM

To: Gurule, Angelica <[angelica.gurule@lacnm.us](mailto:angelica.gurule@lacnm.us)>

Subject: Customer Appreciation

Good Morning Angelica,

Wanted to pass this along to you. I just spoke with a customer regarding trash pickup during the holidays. After we were done speaking she mentioned that the pickup guys have been wonderful and she would like to thank everyone for being so helpful. Just FYI.

Nathaniel (Nate) Montalvo  
Billing & Service Specialist

## Los Alamos County Utilities

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From: Katherine Watson [mailto:director@peechnature.org]  
Sent: Thursday, December 22, 2016 10:29 AM  
To: Shelton, Philo <philo.shelton@lacnm.us>  
Cc: Erickson, Daniel <daniel.erickson@lacnm.us>  
Subject: Kudos to Dan Erickson

Dear Philo,

I just wanted to let you know that Dan Erickson has been an amazing partner to the nature center. We have a volunteer who has spent hundreds of hours planting penstemons on our property, and unless the snow is plowed carefully, and not pushed on to the flower beds, the penstemons may die. Dan has been great about making sure the snow gets plowed right where we want it. I so appreciate his attention to detail and care for our property. Los Alamos County is lucky to have someone like Dan working for them!

Take care,  
Katie

\*\*\*\*\*

Katherine Watson  
Executive Director

Pajarito Environmental Education Center (PEEC)  
P.O. Box 547 or 2600 Canyon Road  
Los Alamos NM 87544  
505.662.0460 | director@peechnature.org  
www.peechnature.org

---

To Tim Glasco

Fr. Sam Gardner

Thursday: December 22, 2016 11:27 AM

Hey Tim, it's Sam Gardner. I wanted to tell you that those two guys that came out and finally found my gas line - especially the one, and I forgot his name, the older guy about my age - they did a great job. He was really diligent. He worked really hard laboring with that digging bar in the frozen ground. I was really impressed. So anyway, thanks and really glad that they found that gas line. Ok. Talk to you soon. Bye.

---

Jack Richardson

LA County – Public Utilities

[jack.richardson@lacnm.us](mailto:jack.richardson@lacnm.us)

v 662-8215 & c 709 - 8591

**From:** Mark and Pauline Wilder [<mailto:xxmpwxx@gmail.com>]

**Sent:** Wednesday, December 14, 2016 12:55 PM

**To:** Richardson, Jack <[jack.richardson@lacnm.us](mailto:jack.richardson@lacnm.us)>

**Subject:** Compliment!

Our gas meter began chirping and we called the county to ask about a possible fix. A work order was submitted and your workers, Aaron and Andre, came out and it is fixed. We appreciate the prompt response. The workers were competent and pleasant; they answered all our questions.

Thank you for a job well done.

Pauline and Mark Wilder

1203 Big Rock Loop





# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 1)  
**Index (Council Goals):** \* 2016 Council Goal - N/A  
**Presenters:** Rick Reiss, Councilor  
**Legislative File:** 9020-17

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### **Title**

Reconsideration of Process for Sale/Development of Three County Parcels: A-8, A-12, and A-13

### **Recommended Action**

In order to proceed with this action, three motions are required. The first is a motion to suspend the Council Rules, next would be a motion to reconsider, and finally would be a motion regarding any potential action. Each motion/vote would occur independent of the other actions.

**1) I move that the County Council suspend the Council Rules for this agenda item.**

**2) I move that the Council reconsider the Process for the Sale/Development of Three County Parcels: A-8, A-12, and A-13.**

**3) I move that the Council not adopt the process outlined in the attached document for the sale/development of three County-owned parcels, A-8, A-12, and A-13, but instead direct the County Manager to initiate a process to solicit proposals for the sale and development of County Property in alignment with the Council's Strategic Goals.**

### **County Manager's Recommendation**

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

### **Body**

At the Council's December 6, 2013 meeting, a process for engaging a real estate agent for the sale of certain County property was approved. This process is outlined in the attached document (Attachment A). Since that time, there have been several conversations regarding how to implement this direction, particularly in situations where developers contact County staff directly. In such cases, would the agent be eligible for a percentage of any ultimate sale, or should such instances preclude the participation of an agent and if so would an agent be willing to fully commit to the marketing of the property. Other concerns have included what role a real estate agent would play in the sale of County land, as the intent of such a sale would not be for speculation, but instead the expectation would be that such a sale would include a development agreement, with specific time parameters for completion of development and the potential for "claw-back" (return of ownership to the County) of a property if the development does not meet such requirements. It is unclear if a real estate agent would be the proper person to negotiate these items, and also if a purchase/development agreement takes a significant amount of time to be fully executed,

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when would the agent be eligible to receive his/her compensation.

It is understood that over the past several years the sale of County property for development has been limited. This is largely believed to be the result of market factors external to any County interest in pursuing such sales. More recently, however, with an improving construction and investment environment, as well as recent statements from LANL regarding their intent to hire in excess of 2,400 new employees within the next five years, interest in development within the County has escalated significantly. Presently, the Economic Development Administrator is fielding several calls of interest each week, and similar reports are emanating from LACDC staff.

Most recently, during the January 10 meeting of the County Council, Councilor Chrobocinski requested that the previous action be revisited by Council in order to possibly address some of the concerns stated above. Under current Council Rules, such a reconsideration of a prior decision would be outside of the established time frames, however such rules may be suspended by a vote of Council. The rules also would require the request for reconsideration to come from one of the Councilors who voted in the affirmative on the original motion, and Councilor Reiss has agreed to propose the reconsideration so that Council may have a discussion regarding the potential alteration of this prior action.

#### **Alternatives**

The Council could choose to take no action on this item in which case the previously approved action would remain in effect.

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

The fiscal impacts of these considerations are largely the revenues from any sale of property, yet in the event that the current direction remains, such revenues would be reduced by any negotiated percentage of the sale relevant to the real estate agent's commission. Staff impacts are assumed to be similar in either case, as it is anticipated that the bulk of the negotiations and preparations for Council consideration for any sale of property would remain the responsibility of County staff.

#### **Attachments**

A - Memo from Council Packet on December 6, 2016

## **RFP to hire a real estate agent:**

The County will put out an RFP to hire a real estate agent to sell the two parcels. The County will use its standard RFP process, ie, there will be a team of County staff, assigned by the County Manager, to draft the RFP, publish it, review the responses and select the best response, if applicable.

The assessment of the RFP responses for the agent will include but is not limited to the following:

- responsiveness to the RFP requirements
- experience and success with similar sales projects
- professionalism in written response and, ideally, in-person interview

Once adopted and this process followed, the County Manager may contract with the agent to market the land.

The RFP team can determine whether to include both the A8 and LASO properties in one RFP or to have separate RFPs for an agent for each property.

## **Requirements in regard to qualifications of an agent and marketing the parcels:**

### **Agent Qualifications**

The requirements of the RFP will include but are not limited to:

- the agent's ability to market the development opportunity regionally, state-wide and nationally
- the agent's experience marketing and selling other development projects
- demonstrated understanding of the positive aspects of hosting Los Alamos National Laboratory in the community and initial plan to educate potential investors about the same

### **County Requirements in a Sale**

The RFP will state the needs of the County that the agent must market in regard to the sale of the land. The RFP will include which issues the County prefers to be marketed, and which specifics must be finalized in the course of the sales negotiation. These requirements may include but are not limited to:

- County requirements for a timeframe for the development, including certain milestones that the developer must reach, with set dates. (The specific dates, for instance, may be finalized in the negotiation; the fact there will be set dates may be required to be marketed.)
- The ability of the County to take back the land if the milestones are not met (a "clawback" requirement)
- The terms of any potential clawback

- The preferred usage of the land (ie residential, high density residential, mixed use, senior living and/or a graduated care community) with the caveat that a developer can bring other potential offers so long as they are housing

### **County Requirements in a Purchaser**

The RFP may also include any requirements of the investor/developer of the final sale that the County will require to be marketed, which may include but is not limited to:

- a purchaser/developer's demonstrated ability to develop a housing area
- purchaser/developers financial viability and means to acquire the land and build out the development

### **Logistics between Agent and County**

The RFP may also include but is not limited to the following logistics:

- that the agent is working as a real estate agent only, and would not have any legal Agency authority to act on behalf of the County
- a County contact that the agent will report to on a regular basis, and on what timeframe
- the County contact who has the authority to provide negotiation terms to the agent; presumptively this is the County Manager unless delegated by the Manager
- the ability and the terms under which the County may terminate the services of the agent

### **Agent tasks delineated**

The RFP would include specific tasks to be performed by the agent, which may include but are not limited to:

- marketing the land for development of A8 and the LASO (A-12 and A-13) site
- marketing to include education on the benefits of LANL as the major employer, and other economic realities of Los Alamos
- guidance to the County in negotiating received offers; guidance if more than one offer is received
- outreach regionally, state-wide and nationally
- provide potential purchasers with guidance and information on County zoning or permitting processes and timeframes

### **Agent payment**

Any RFP response would include answers to any of the above as well as, but not limited to:

- the percentage of the sale price that would be paid to the listing agent and to the buyer's agent
- following standard real estate practice, the agent would not be paid unless there were a sale of the property

This process is for the hiring of a professional agent, and for the process of marketing the parcels for sale and development, only. Any actual sale of either parcel would still require the approval of Council.



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 2)  
**Index (Council Goals):**  
**Presenters:** County Council - Regular Session  
**Legislative File:** 9048-17

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### Title

Approval of 2017 Strategic Leadership Plan Update

### Recommended Action

**I move that Council approve the Los Alamos County updated 2017 Strategic Leadership Plan.**

### County Manager's Recommendation

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

### Body

At the January 24, 2017, Special Meeting, County Council discussed its current adopted (2016) Strategic Leadership Plan. The Plan is a major policy statement by Council, and is intended to be indicative of the County's overall efforts. With leadership assuming their roles in January, the Council desired to review the Plan to ensure the focus areas and goals were reflective of current needs in addition to discussing their priorities for the year.

Council discussed many of the individual goals while offering potential new goal areas within the existing broader focus areas. The discussion resulted in the following new goals added to the Plan:

--Implement the Comprehensive Plan with an emphasis on neighborhoods and zoning (Operational Excellence Focus Area); and,

--Build the local tourism economy (Economic Vitality Focus Area).

Council chose to eliminate the Manhattan Project National Historical Park, market and branding, and the attraction of tourism-related business goals given they are now included in the broader new tourism economy goal.

In addition, Council modified the following three existing goals:

--Revitalize and eliminate blight in Los Alamos and White Rock (Financial Sustainability Focus Area);

--Promote creation of a variety of housing options for all segments of the Los Alamos community including infill opportunities as appropriate (Housing focus area); and,

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--Simplify permit requirements and improve the overall process to become easier to work with.

Other changes included adding the University of New Mexico - Los Alamos to the existing support of educational services goal and with this change to eliminate the life-long educational institutions goal. Council also chose to eliminate maximize the utilization of County-owned land believing it to be duplicative to several other goals.

Finally, Council chose the following for its 2017 priority goals:

**Economic Vitality**

Build the local tourism economy.

Revitalize and eliminate blight in the Los Alamos and White Rock.

**Housing**

Promote the creation of a variety of housing options for all segments of the Los Alamos community, including infill opportunities as appropriate.

Support development of affordable workforce housing.

**Operational Excellence**

Implement the Comprehensive Plan with an emphasis on neighborhoods and zoning,

Simplify permit requirements and improve the overall process to become easier to work with.

The updated draft Strategic Leadership Plan is attached. The current Strategic Leadership Plan is also attached.

In the event Council approves the updated Strategic Leadership Plan, staff will begin to modify their Management Action Plans (MAPs). The MAPs are designed to provide organizational priorities and performance goals that will lead to the attainment of the five-year goals, and eventually, the long-term vision. The MAPs should also form the basis for creating future departmental operating budgets.

**Alternatives**

Council could choose to keep the previously adopted Strategic Leadership Plan in place. A modified combination of the existing and updated plan could also be developed.

**Fiscal and Staff Impact/Planned Item**

Staff will identify fiscal and staff impacts as departments begin the development of their Management Action Plans.

**Attachments**

A - DRAFT Strategic Leadership Plan 2017 Update

B - Strategic Leadership Plan 2016 Update



LOS ALAMOS

**Los Alamos County  
Strategic Leadership Plan  
2017 Update**

What will the Los Alamos community look like in 20 years? Will our unique combination of science and setting continue? Will we have preserved our small town atmosphere and natural surroundings? Will there be plenty of affordable neighborhoods and an excellent educational system?

To accomplish these priorities and more, Los Alamos will need a strong leadership vision that serves as a basis for policy formulation and goal-setting. A flexible road-map is required, which will provide direction not only to the County enterprise but the community as well. The strategic focus areas or issues that will shape the County's future must be addressed with dynamic leadership commitment.


For these reasons the Los Alamos County Council developed a 20-year Strategic Leadership Plan to help guide the community into the future. The Plan includes a shared vision for what the community can become. In support of the vision, strategic focus areas were identified along with actionable goals to help measure success.

The Los Alamos community has volunteered countless hours of service to assisting the Council with its visioning and goal setting. The Strategic Leadership Plan incorporates the past work of community volunteers where at all possible. The plan builds upon the foundational work developed by the Los Alamos community and adopted by the County Council.


*A Vision for the future...*



## Imagine Los Alamos County in 20 years...



*Los Alamos is a world-renowned community where discovery and innovation are inspired by its dramatic history and magnificent mountain setting. We offer extraordinary educational, recreational, and cultural opportunities in a vibrant small town atmosphere.*



# Strategic Focus Areas

## Economic Vitality

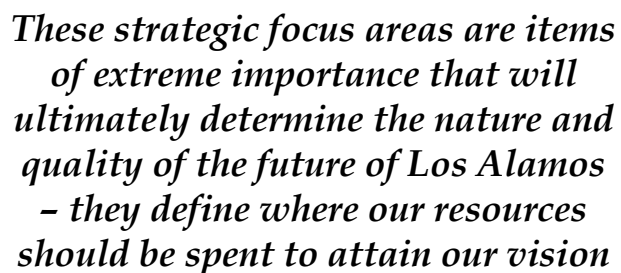
- Economic Vitality
- Financial sustainability

## Quality of Life

- Education
- Quality cultural and recreational amenities
- Environmental stewardship
- Mobility
- Housing

## Quality Governance

- Operational excellence
- Communication
- Intergovernmental Relations



*These strategic focus areas are items of extreme importance that will ultimately determine the nature and quality of the future of Los Alamos – they define where our resources should be spent to attain our vision*

# How do we get there from here?

**In the next five years the County will address these twenty-four major goals (focus areas with corresponding goals):**

## **Economic Vitality**

### **Priority Area – Economic Vitality**

- Build the local tourism economy.
- Revitalize and eliminate blight in Los Alamos and White Rock.

### **Economic Vitality**

- Promote a strong and diverse economic base by encouraging new business growth.
- Collaborate with Los Alamos National Laboratory as the area's #1 employer.

### **Financial Sustainability**

- Encourage the retention of existing businesses and assist in their opportunities for growth.
- Support spinoff business opportunities from LANL.
- Significantly improve the quantity and quality of retail business.

## Quality of Life

### **Priority Areas - Housing**

- Promote the creation of a variety of housing options for all segments of the Los Alamos Community, including infill opportunities as appropriate.
- Support development of affordable workforce housing

### Education

- Support Los Alamos Public Schools' goal of ranking among the top public schools in the nation.
- Partner with Los Alamos Public Schools and the University of New Mexico – Los Alamos; and support, as appropriate, the delivery of their educational services to community standards.

### Quality Cultural and Recreational Amenities

- Implement a comprehensive range of recreational and cultural amenities that enhance the Los Alamos community.

### Environmental Stewardship

- Enhance environmental quality and sustainability balancing costs and benefits including County services and utilities.

### Mobility

- Maintain and improve transportation and mobility.

## Quality Governance

### Priority Areas – Operational Excellence

- Implement the Comprehensive Plan with an emphasis on neighborhoods and zoning.
- Simplify permit requirements and improve the overall process to become easier to do business with.

### Operational Excellence

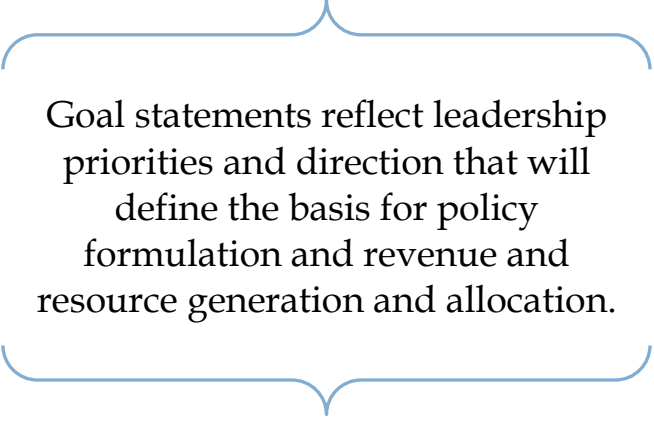
- Maintain quality essential services and supporting infrastructure.
- Invest in staff development to create a high performing organization.
- Manage commercial growth well following an updated, concise, and consistent comprehensive plan.
- Establish and implement a mechanism for effective Utility policy setting and review.

### Communication

- Improve transparency in policy setting and implementation.
- Create a communication process that provides measureable improvement in citizen trust in government.

### Intergovernmental Relations

- Strengthen coordination and cooperation between County government, LANL, and regional and national partners.
- Actively pursue land transfer opportunities.



Goal statements reflect leadership priorities and direction that will define the basis for policy formulation and revenue and resource generation and allocation.



## **Los Alamos County Strategic Leadership Plan 2016 Update**

What will the Los Alamos community look like in 20 years? Will our unique combination of science and setting continue? Will we have preserved our small town atmosphere and natural surroundings? Will there be plenty of affordable neighborhoods and an excellent educational system?


In order to accomplish these priorities and more, Los Alamos will need a strong leadership vision that serves as a basis for policy formulation and goal-setting. A flexible road-map is required, which will provide direction not only to the County enterprise but the community as well. The strategic focus areas or issues that will shape the County's future must be addressed with dynamic leadership commitment.

For these reasons the Los Alamos County Council developed a 20-year Strategic Leadership Plan to help guide the community into the future. The Plan includes a shared vision for what the community can become. In support of the vision, strategic focus areas were identified along with actionable goals to help measure success.


The Los Alamos community has volunteered countless hours of service to assisting the Council with its visioning and goal setting. The Strategic Leadership Plan incorporates the past work of community volunteers where at all possible. The plan builds upon the foundational work developed by the Los Alamos community and adopted by the County Council.

*A Vision for the future...*

## Imagine Los Alamos County in 20 years...



*Los Alamos is a world-renowned community where discovery and innovation are inspired by its dramatic history and magnificent mountain setting. We offer extraordinary educational, recreational, and cultural opportunities in a vibrant small town atmosphere.*



# Strategic Focus Areas

## Economic Vitality

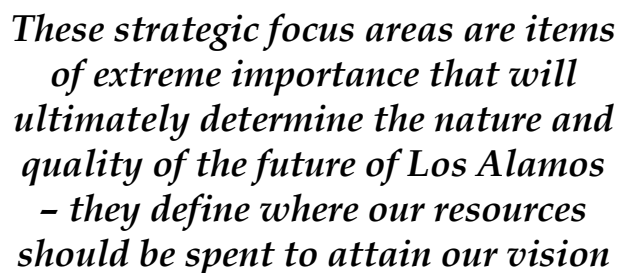
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## Quality of Life

- Education
- Quality cultural and recreational amenities
- Environmental stewardship
- Mobility
- Housing

## Quality Governance

- Operational excellence
- Communication
- Intergovernmental Relations



*These strategic focus areas are items of extreme importance that will ultimately determine the nature and quality of the future of Los Alamos – they define where our resources should be spent to attain our vision*



# How do we get there from here?

**In the next five years the County will address these twenty-six major goals (focus areas with corresponding goals):**

## Economic Vitality

### **Priority Area – Economic Vitality**

- Maximize our opportunity with respect to the development of the Manhattan Project National Historical Park.

### Economic Vitality

- Promote a strong and diverse economic base by encouraging new business growth.
- Collaborate with Los Alamos National Laboratory as the area's #1 employer.
- Market and brand Los Alamos as a scenic destination featuring recreation, science and history.
- Maximize the utilization of County-owned land.

### Financial Sustainability

- Encourage the retention of existing businesses and assist in their opportunities for growth.
- Support spinoff business opportunities from LANL.
- Significantly improve the quantity and quality of retail business.
- Attract new tourism related business.
- Revitalize and eliminate blight in the downtown areas of Los Alamos and White Rock.

## Quality of Life

### **Priority Areas - Housing**

- Promote the maintenance and enhancement of housing stock quality while utilizing available infill opportunities as appropriate.

### Education

- Support Los Alamos Public Schools' goal of ranking among the top public schools in the nation.
- Partner with Los Alamos Public Schools and support, as appropriate, the delivery of their educational services to community standards.
- Support the development of quality career and life-long educational institutions.

### Quality Cultural and Recreational Amenities

- Implement a comprehensive range of recreational and cultural amenities that enhance the Los Alamos community.

### Environmental Stewardship

- Enhance environmental quality and sustainability balancing costs and benefits including County services and utilities.

### Mobility

- Maintain and improve transportation and mobility.

### Housing

- Promote the creation of a variety of housing options for all segments of the Los Alamos community.
- Support development of affordable workforce housing.

## Quality Governance

### Priority Areas – Operational Excellence

- Simplify permit requirements and improve the overall process.
- Establish and implement a mechanism for effective Utility policy setting and review.

### Operational Excellence

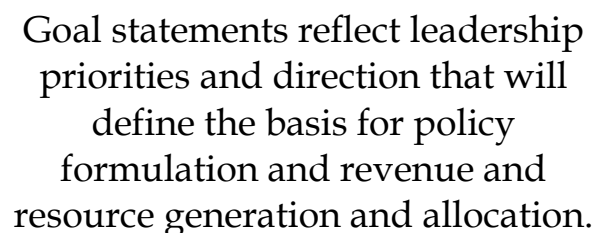
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- Improve transparency in policy setting and implementation.
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- Strengthen coordination and cooperation between County government, LANL, and regional and national partners.
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Goal statements reflect leadership priorities and direction that will define the basis for policy formulation and revenue and resource generation and allocation.



# County of Los Alamos

## Staff Report

January 31, 2017

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 3)

**Index (Council Goals):** \* 2016 Council Goal - N/A

**Presenters:** David Izraelevitz, County Council Chair

**Legislative File:** 9017-17

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### **Title**

Assignment of Councilors as Council Liaisons to Boards and Commissions and on Various Council Committees.

### **Recommended Action**

The appointment of Council liaison positions is the purview of the Chair of the County Council. Individual councilors have submitted their preferences for assignment and the Chair has developed the attached documents based upon these expressions of interest. The purpose of this item is informational and no action is required.

### **Body**

\* B&C Liaisons - This document indicates Councilor liaison assignments to County Boards and Commissions. The list accounts for a division of duties and a rotation of assignments so that over time Councilors have an opportunity to become familiar with a broad range of County-appointed bodies. The history listed at the bottom of the document illustrates this rotation over time.

\* Council Committees - There are a number of internal and external committees in which the County Council has representation. This document lists those positions, including the previous assignments to each, and provides a brief description of each body's purpose.

### **Attachments**

A - 2017 BC Council Liaisons  
B - 2017 Council Committees

## 2017 Division of B&Cs for County Council Liaisons:

Department	Board or Commission	2017 Council Chair:  David Izraelevitz	2017 Council Vice-Chair:  Susan O'Leary	Position #1  Antonio Maggiore	Position #2  Rick Reiss	Position #3  Pete Sheehey	Position #4  Chris Chandler	Position #5  James Chrobocinski
County Manager's Office	Personnel Board			X				
	Lodger's Tax Advisory Board			X				
Community Development Department	Planning and Zoning Commission				X			
	Fuller Lodge/Hist. Districts Advisory Board							X
Community Services	Library Board						X	
	Parks & Rec. Board					X		
	Art in Public Places Board							X
Public Works	Transportation Board						X	
	Environmental Sustainability Board					X		
Utilities	Board of Public Utilities		X					

### Historical Record:

Position #1: Bowman-2003; West-2004; Hall-2005; Wismer-2006; Milder-2007; Berting-2008; Bowman-2009; Phelps-2010; Chiravalle-2011; Rodgers (3/4) and Reiss (1/4)-2012; Reiss-2013; Sheehey-2014; Girrens-2015; Izraelevitz-2016;

Position #2: Wheeler-2003; Wismer-2004; West-2005; Berting-2006; Bowman-2007; Milder-2008; Stover-2009; Gibson-2010; Selvage-2011; Chiravalle-2012; Berting-2013; Girrens-2014; Sheehey-2015; Henderson-2016;

Position #3: West-2003; Berting-2004; Bowman-2005; Milder-2006; Hall-2007; Wheeler-2008; Gibson-2009; Bowman-2010; Wismer-2011; Berting-2012; Girrens-2013; Izraelevitz-2014; Reiss-2015; Chrobocinski-2016

Position #4: Wismer-2003; G.Rodgers-2004; Milder-2005; Bowman-2006; Gibson-2007; West-2008; Chiravalle-2009; Wheeler-2010; Berting-2011; Wismer-2012; Sheehey-2013; Reiss-2014; Chrobocinski-2015; Girrens-2016;

Position #5: Albert-2003; Wheeler-2004; Wismer-2005; Hall-2006; Berting-2007; Bowman-2008; Phelps-2009; Chiravalle-2010; Rodgers-2011; Izraelevitz-2012; Henderson-2013; Berting-2014; O'Leary-2015; Sheehey-2016;

\* Library Board transferred from Position #1 to Position #4 in 2005 and transferred to Position #5 in 2006; Fuller Lodge/Historic Districts Advisory Board transferred from Position #5 to Position #4 in 2006. Library Board transferred back to Position #4 and FLHDAB to Position #5 in 2007.

## 2017 - Council Committees

	COUNCIL SUBCOMMITTEES	MISSION	SCOPE	CONTACT	MEETINGS	2016 COUNCIL REPRESENTATIVES	2017 COUNCIL REPRESENTATIVES
A	FEDERAL LEGISLATIVE COMMITTEE	To monitor and advocate federal legislative issues of interest to the County, e.g. land transfer. Considers issues proposed by the legislature, NLC, etc. and to be proposed.	Committee of three Councilors and County Manager	County Manager	As needed.	Rick Reiss Kristin Henderson Steve Girrens	David Izraelevitz Rick Reiss James Chrobocinski
B	REGIONAL & STATE COMMITTEE	It is the mission of the Regional Committee to facilitate an organized means of providing an understanding and a unified advisory response to significant issues that have a regional impact upon Cities, Counties, Pueblos and regional organizations within Northern New Mexico; and to develop and monitor state legislative agenda. Coordinates with the issues proposed by and to be proposed to the NM Association of Counties and the NM Municipal League.	Committee of three Councilors and County Manager	County Manager	As needed	Pete Sheehey Susan O'Leary James Chrobocinski	Susan O'Leary Christine Chandler Antonio Maggiore
C	AUDIT COMMITTEE	The Committee helps to facilitate communication between management and the auditors, and helps to focus and document the government's process for managing the financial statement audit.	Committee consists of 3 Councilors, the County Manager, Chief Financial Officer, Deputy Utilities Manager for Finance, and a member of the Utilities Board.		As needed	Rick Reiss James Chrobocinski Steve Girrens	Pete Sheehey Christine Chandler Antonio Maggiore
	AD-HOC COMMITTEES	MISSION	SCOPE	CONTACT	MEETINGS	2016 COUNCIL REPRESENTATIVES	2017 COUNCIL REPRESENTATIVES
D	RULES	To review Council Procedural Rules and Rules of Conduct and present updated rules for Council adoption.	3 Councilors	Attorney's Office	As needed	Steve Girrens Kristin Henderson James Chrobocinski	David Izraelevitz Susan O'Leary Rick Reiss
E	B&C WORKPLAN REVIEW COMMITTEE	To review B&C work plans before they are submitted to Council to ensure work corresponds with Council Priorities	3 Councilors	Libby Carlsten	Before Budget Cycle Begins	Rick Reiss Steve Girrens Susan O'Leary	Pete Sheehey James Chrobocinski Antonio Maggiore
F	JAIL INSPECTION TEAM	To fulfill requirements for official jail inspection by governing body.	3 Councilors		2 times annually	David Izraelevitz Kristin Henderson Pete Sheehey	Rick Reiss Christine Chandler Antonio Maggiore

## 2017 - Council Committees

AD-HOC COMMITTEES	MISSION	SCOPE	CONTACT	MEETINGS	2016 COUNCIL REPRESENTATIVES	2017 COUNCIL REPRESENTATIVES
G	PROPERTY DISPOSITION	To review County property and recommend disposition	3 Councilors		As needed	Rick Reiss Pete Sheehey Susan O'Leary
H	UTILITY POLICY	To review DPU policies and present updated policies for Council adoption.	3 Councilors		As needed	Rick Reiss Steve Girrens Susan O'Leary
I	COMP PLAN IMPLEMENTATION		3 Councilors		As needed	n/a  David Izraelevitz James Chrobocinski Christine Chandler

## 2017 - Council Committees

	NATIONAL/ STATE/LOCAL COMMITTEES	MISSION	SCOPE	CONTACT	MEETINGS	2016 COUNCIL REPRESENTATIVES	2017 COUNCIL REPRESENTATIVES
J	NATIONAL ASSOCIATION OF COUNTIES (NACO)	Assist counties in a variety of ways: Representing counties in Washington, DC on such issues as Homeland Security, elections, transportation funding, etc.; saving money through purchasing discounts; many different service projects.	Represents counties nationwide	Larry E. Naake, Executive Director County Manager	<u>Legislative</u> Conference: February 25-March 1 Washington D.C. <u>Western</u> Conference May 24--26- Sunriver, OR <u>Annual</u> Conference July 21-24 – Columbus, OH	Open to Interested Councilors	Open to Interested Councilors
K	NATIONAL LEAGUE OF CITIES	To lobby for legislation important to cities.	Represents cities nationwide	County Manager	<u>Congressional City</u> <u>Conference</u> : March 11-16, Washington, DC <u>City Summit</u> : November 15-18 Charlotte, NC	Open to Interested Councilors	Open to Interested Councilors
L	ENERGY COMMUNITIES ALLIANCE (ECA)	To address issues of mutual importance to the communities associated with the national nuclear laboratories. Current members include Idaho National Engineering and Environmental Laboratory, Livermore, Oak Ridge, Rocky Flats, Savannah River and other smaller locations.	National	Seth Kirshenberg	Spring and Fall National, various locations	Kristin Henderson, Treasurer	Rick Reiss, Treasurer Pete Sheehey
M	NEW MEXICO MUNICIPAL LEAGUE	A Better New Mexico Through Better Cities	Elected officials and staff of all municipalities in good standing	William F. Fulginiti, Executive Director	<u>Municipal Day</u> : February 22 Santa Fe <u>Annual Conference</u> : 8/16 – 8/18 Clovis	David Izraelevitz, Treasurer	David Izraelevitz, Vice-President
N	NEW MEXICO ASSOCIATION OF COUNTIES (NMAC)	To work as a united body, promoting effective and efficient county government, by representing the interests of all counties through dedicated elected county officials... by gathering and sharing information and providing a forum for open discussion of any issues important to counties.	Any New Mexico county that pays dues. Dues based on population	Steve Kopelman, Executive Director	<u>Mid Winter</u> <u>Legislative</u> – Jan 17- 19– Santa Fe <u>Annual</u> – 6/21-23 Taos, NM	Sharon Stover	Pete Sheehey



## 2017 - Council Committees

	OUTSIDE COMMITMENT - GOVERNMENT	MISSION	SCOPE	CONTACT	MEETINGS	2016 COUNCIL REPRESENTATIVES	2017 COUNCIL REPRESENTATIVES
O	COMMUNITY HEALTH COUNCIL	A multi-faceted collaboration that sponsors a phone-in resource center and sponsors special programs identified by an annual community needs assessment.	Los Alamos County	Kim Gabaldon	As Needed	James Chrobocinski	Antonio Maggione
P	JUVENILE JUSTICE ADVISORY BOARD	JJAB strives to help youth and families feel and be connected, valued, and recognized through community, families and individual activities		Lisa Zuhn Andrea Cunningham	1 <sup>st</sup> Wednesday of the month at 6:15 p.m. at the Pajarito Cliffs (Building 1)	James Chrobocinski	Susan O'Leary
Q	LOS ALAMOS COMMERCE & DEVELOPMENT CORP. BOARD OF DIRECTORS	The LACDC works to build a vibrant community through a sustainable economy. LACDC operates multiple, complimentary community economic development programs & activities including Los Alamos Chamber of Commerce, Los Alamos Meeting & Visitor Bureau, Los Alamos MainStreet, Los Alamos and Business Assistance Services, and Los Alamos Research Park.	Los Alamos County	Patrick Sullivan, Executive Director	1 <sup>st</sup> Monday of every month from 4:00 PM to 5:30 PM. (LANB)	Pete Sheehey Harry Burgess	Pete Sheehey Harry Burgess
R	LOS ALAMOS/SAROV SISTER CITY COMMITTEE	Work with others in the community to aid our Russian Sister City, Sarov.	Consists of members of the medical and business communities as well as representative(s) from the Council.	Lawry Mann, 662-4590	As Needed	Pete Sheehey	Pete Sheehey
S	MAINSTREET FUTURE COMMITTEE	A forum for discussion of downtown issues and providing advice to our MainStreet activities	<ul style="list-style-type: none"> <li>• To identify and promote new &amp; varied uses for underutilized commercial buildings,</li> <li>• To identify new market opportunities for the downtown.</li> <li>• To identify and promote initiatives that enhance the prospects of success for new and existing businesses as well as prospects for development/redevelopment consistent with the approved downtown plan.</li> <li>• To identify and promote opportunities to physically improve public areas, buildings, and businesses in the downtown</li> <li>• To participate in shaping intelligent regulation that supports implementation of the approved downtown plan.</li> <li>• To provide input and advice to promotional activities of the MainStreet program.</li> </ul>		2nd Monday of month 8:30 – 9:30 am Small Business Center Conference Room	Pete Sheehey James Chrobocinski Kristin Henderson	James Chrobocinski Christine Chandler Antonio Maggione

## 2017 - Council Committees

	COUNCIL INTEREST	MISSION	SCOPE	CONTACT	MEETINGS	2016 COUNCIL REPRESENTATIVES	2017 COUNCIL REPRESENTATIVES
T	BOARDS & COMMISSIONS LUNCHEON	To provide opportunity for boards and commissions to interact with each other and with the staff of department other than their own; to determine where there are similar interests and efforts; to prevent duplicate efforts; to broaden boards and commissions knowledge of countywide projects, activities, progress.	Boards and Commissions Chairs, Council – especially B&C Liaisons, Department Directors, and CMO Representatives.	Libby Carlsten	Bi-Monthly-1/19, 3/16, 5/18, 9/21, 11/16	Open to all Councilors	Open to all Councilors
	ASSORTED (FOR DISCUSSION PURPOSES)	MISSION	SCOPE	CONTACT	MEETINGS	2016 COUNCIL REPRESENTATIVES	2017 COUNCIL REPRESENTATIVES
U	COUNTY/ SCHOOL BOARD BIMONTHLY MEETINGS	Communication and coordination between County and School on issues of mutual interest	School Superintendent and School Board Members, Council Leadership plus one (rotating), County Administration		Meetings scheduled on a monthly basis and rotate location between the County, Schools, and UNM	Chair Vice Chair Rotating Councilor	Chair Vice Chair Rotating Councilor
V	NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT (NCNMEDD)	To stimulate economic growth and orderly development through multi-county planning and investment - MECDD Joint Powers Agreement, 1967 (formed under state and federal legislation in 1967). Provides planning and technical assistance to its 25 member communities, Provides loans to small businesses and contracts for services to the elderly in 21 counties. NMCEDD is the gateway to the U.S. Economic development Administration and a planning partner for its members. See www.nmlocalgov.net/nc/ or call 505-827-7313. (from NCNMEDD Update, Sept. 2002)	Colfax County: Angel fire, Cimarron, Eagle Nest, Maxwell, Raton, Springer. Los Alamos County, Mora County: Wagon Mound Rio Arriba County: Chama, Espanola. San Miguel County: Las Vegas, Pecos. Santa Fe County: Santa Fe, Edgewood. Taos County: Questa, Red River, Taos, Taos Ski Valley. Sandoval County: Bernalillo, Cuba, Jemez Springs, San Ysidro. Northern Pueblos. Southern Pueblos.	Tim Armer	Monthly in Santa Fe at 1:00 p.m.	Rick Reiss	Pete Sheehey
W	SELF INSURERS' FUND (OF THE NM MUNICIPAL LEAGUE)	To provide workers' compensation and liability insurance for those municipalities which belong (pay the appropriate premium/fee). Manages a \$55 million asset pool to provide protection to member cities at an affordable rate.	Consists of 11 representatives elected from Municipal Districts to a State Board and a National Committee that manages the fund.	Ed Zindel (800) 432-2036	Scheduled as needed	Steve Girrens	Rick Reiss

## 2017 - Council Committees

ASSORTED (FOR DISCUSSION PURPOSES)	MISSION	SCOPE	CONTACT	MEETINGS	2016 COUNCIL REPRESENTATIVES	2017 COUNCIL REPRESENTATIVES
X	<b>NORTH CENTRAL REGIONAL TRANSIT DISTRICT</b>	The purpose of the North Central Regional Transit District (the "District") is to serve the residents within District boundaries by providing for the creation of the Regional Transit District; provide a choice of transportation alternatives for goods, services, jobs, and activities of the community; and finance, plan, construct, operate, maintain and promote a regional public transit system	Membership in transit districts is open to governmental units, which means the State, a County or Municipality of the State, or an Indian Nation, Tribe, or Pueblo located within the boundaries of the State. The North Central Regional Transit District's original members may include any governmental unit within or containing the boundaries of Los Alamos, Rio Arriba, or Santa Fe Counties. Members may be added or deleted pursuant to Article VIII of these Bylaws and Section 73-25-3 and Section 73-25-4 of the Act.		First Friday of the month, 1:00 PM	Pete Sheehey Antonio Maggiore
Y	<b>REGIONAL COALITION OF LANL COMMUNITIES</b>	The Regional Coalition is rooted in the idea that by coming together to proactively address issues, the governments are better poised to define the public interest and to, in turn, work with DOE, LANL and Congress to ensure national policies protect and promote local interests.	The mission of the Regional Coalition is to: advocate for diverse and sustainable LANL missions, address environmental, economic, and other opportunities of LANL and serve as a focal point for communication, advocacy and education regarding LANL.	Brian Bosshardt	Meetings rotate on a monthly basis between coalition members.	Kristin Henderson Steve Girrens (1 <sup>st</sup> Alt.) James Chrobocinski (2 <sup>nd</sup> Alt.) James Chrobocinski Christine Chandler
Z	<b>MANHATTAN PROJECT PARK ADVISORY</b>	The purpose of the Manhattan Project Park Advisory Committee is to identify and review the various issues that must be addressed in order to prepare Los Alamos County for the opening of the Park. The Committee's charge is to advise the County Council on the myriad list of challenges and opportunities associated with the development of a national park within the Los Alamos community.	The committee will be comprised of volunteers representing the various interests within the County including: County Council, Historical Preservation, LANL, DOE, Business Community (Retail, Chamber, Hospitality, and Service), community-at-large, and County staff. The total number of members shall not exceed thirteen persons.	Linda Matteson	Meetings scheduled on a monthly basis	Kristin Henderson David Izraelevitz James Chrobocinski Susan O'Leary