

## Minutes

### County Council – Regular Session

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

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Tuesday, May 22, 2018

6:00 PM

Fire Station No. 3 – White Rock

TELEVISED

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#### 1. OPENING/ROLL CALL

The Council Chair, David Izraelevitz, called the meeting to order at 6:00 p.m.

The following Councilors were in attendance:

Present: 6 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore,  
Councilor O'Leary, Councilor Reiss, and Councilor Sheehey

#### 2. PLEDGE OF ALLEGIANCE

Led by: All.

#### 3. PUBLIC COMMENT

None.

#### 4. APPROVAL OF AGENDA

Councilor O'Leary requested items G and I be removed from the Consent Agenda, and added under Business. There were no objections.

A motion was made by Councilor O'Leary, seconded by Councilor Sheehey, that the agenda be approved as amended, adding Consent Items G and I under Business.

The motion passed by acclamation with the following vote:

Yes: 6 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore,  
Councilor O'Leary, Councilor Reiss, and Councilor Sheehey

#### 5. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

- A. Proclamation declaring the Second Week of June Each Year as "Annual LGBTQ+ Pride Week" in Los Alamos County

Councilor Chandler read and presented the proclamation to Ms. Roberta Beal, Friends of Los Alamos Pride (FLAP).

- B. Proclamation declaring Saturday, May 26th, 2018 as "Poppy Day" in Los Alamos County

Councilor Reiss read and presented the proclamation to Ms. Marie Todd, American Legion Auxiliary.

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

None.

**7. CONSENT AGENDA**

**Consent Motion:**

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

- A. Approval of Amended Travel Policy to be effective July 1, 2018

**I move that Council approve the amended Travel Policy as attached.**

- B. Recommendation from the Art in Public Places Board for an Expenditure of Art in Public Places Funds in an Amount not Exceed \$1,500 to Repair and Improve the Appearance of the Sculpture Base for the Oppenheimer and Groves Historic Sculptures

**I move that Council approve the expenditure of Art in Public Places Funds in an Amount not to exceed \$1,500.00 for the Purpose of Repairing and Improving the Appearance of the Concrete Base of the Oppenheimer and Groves Historical Sculptures.**

- C. Contract for General Services, Agreement No. AGR18-30b with NFP Retirement, Inc., for Incorporated County of Los Alamos, New Mexico Pension Plan and Trust, Investment Advisory Services

**I move that Council approve the Contract for General Services, Agreement No. AGR18-30b with NFP Retirement, Inc., in an amount not to exceed \$600,000, over the entire term of the contract, including all possible extensions, plus Applicable Gross Receipts Tax, in the form attached which has been approved by the County Attorney; for the Purpose of providing Incorporated County of Los Alamos, New Mexico Pension Plan and Trust, Investment Advisory services. I further move that Council authorize the County Manager to execute the Agreement on behalf of the County.**

- D. Appointment of Canvassing Committee for the 2018 Primary Election

**I move that Council appoint Bill McKerley, Shelby Redondo, and Kyle Wheeler as members of the Canvass Committee for the 2018 Primary Election and that Warren Manzanec be appointed to act as an alternate, if necessary. I further move that the County Clerk's office coordinate the canvassing in accordance with state law.**

- E. Approval of Amendment No. 1 to Services Agreement No. AGR 15-4103 with Public Trust Advisors in the Amount of \$88,500.00 for Revised Total Agreement Amount of \$206,500, plus Applicable Gross Receipts Tax for the Purpose of Providing Investment Management and Advisory Services to the Incorporated County of Los Alamos' Investment Portfolio, for an extended three year term.

**I move that Council approve, Amendment No. 1 to Services Agreement No. AGR 15-3838 with Public Trust Advisors in the Amount of \$88,500.00 for Revised Total Agreement Amount of \$206,500.00, plus Applicable Gross Receipts Tax for the Purpose of Providing Investment Management and Advisory Services to the Incorporated County of Los Alamos' Investment Portfolio for an extended three year term.**

*(Notation per CMO: body of motion in Staff Report is incorrect should be AGR 15-4103)*

- F. Recommendations and Possible Action Regarding Los Alamos County's Participation in the San Juan Generating Station Post 2022

**I move that Council authorize the Utilities Manager to notify the San Juan Project Participants in writing of the County's intentions to exit the station at the end of the current Project Participation Agreement.**

- G. Approval of Authorized Signers for County Bank and Investment Accounts

*Item pulled for further discussion under Business.*

- H. Consideration of Budget Revision No. 2018-14 for Otowi Well No. 2

**I move that Council approve Budget Revision 2018-14 as summarized on attachment A and that the attachment be made a part of the minutes of this meeting.**

- I. FY19 Compensation & Classification Plan

*Item pulled for further discussion under Business.*

- J. Contract for General Services, Agreement No. AGR18-30a with Alliance Benefit Group Southwest, LLC, for Incorporated County of Los Alamos, New Mexico Pension Plan and Trust, Trustee and Recordkeeping Services

**I move that Council approve the Contract for General Services, Agreement No. AGR18-30a with Alliance Benefit Group Southwest, LLC, in an amount not to exceed \$350,000, over the entire term of the contract, including all possible extensions, plus Applicable Gross Receipts Tax, in the form attached which has been approved by the County Attorney; for the Purpose of providing Incorporated County of Los Alamos, New Mexico Pension Plan and Trust, Trustee and Recordkeeping services. I further move that Council authorize the County Manager to execute the Agreement on behalf of the County.**

**Approval of Consent Agenda:**

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

**Yes: 6 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore,  
Councilor O'Leary, Councilor Reiss, and Councilor Sheehey**

**8. BUSINESS**

- B.** Award of Bid No. 18-34R to Mick Rich Contractors, Inc. for the Mesa Public Library HVAC and Lighting Improvements Project, Establish a Project Budget, and Approve Related Budget Revision 2018-15. (*heard out of order*)

Mr. Philo Shelton, Public Works Director, spoke.  
Mr. Harry Burgess, County Manager, spoke.  
Mr. Eric Martinez, County Engineer, spoke.

Public Comment:  
None.

**A motion was made by Councilor Reiss, seconded by Councilor Maggiore, that Council award Bid No. 18-34R in the amount of \$3,052,446.00 plus applicable gross receipts tax to Mick Rich Contractors, Inc. for the Mesa Public Library HVAC and Lighting Improvements Project including additive alternates for LED Replacement Lighting, Duct Cleaning and Skylight Solar Film; establish a project budget in the amount of \$3,665,091.00, and approve related Budget Revision 2018-15 as summarized on attachment C and that the attachment be made a part of the minutes of this meeting; and further moved that Council approve Alternative 1 on Budget Revision 2018-15.**

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

**Yes: 6 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore,  
Councilor O'Leary, Councilor Reiss, and Councilor Sheehey**

- A.** Discussion of Emergency Evacuation Plans (*heard out of order*)

Ms. Beverly Simpson, Emergency Services Commander, spoke.  
Fire Chief Troy Hughes, Los Alamos County Fire Department, spoke.

**No Action Taken.**

**Consent Item 7G.**

Approval of Approval of Authorized Signers for County Bank and Investment Accounts

Ms. Helen Perraglio, Chief Financial Officer, spoke.

Public Comment:  
None.

**A motion was made by Councilor O'Leary, seconded by Councilor Maggiore, that Council approve the individuals authorized to sign on all County of Los Alamos bank and investment accounts as presented in the attachment, to be effective on May 23, 2018.**

The motion passed with the following vote:

**Yes: 6 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary, Councilor Reiss, and Councilor Sheehey**

**Consent Item 7I.**

FY19 Compensation & Classification Plan

Ms. Denise Cassel, Human Resource Director, spoke.

Mr. Harry Burgess, County Manager, spoke.

Public Comment:

None.

**A motion was made by Councilor Reiss, seconded by Councilor Sheehey, that Council approve the FY19 Compensation & Classification Plan as requested.**

The motion passed with the following vote:

**Yes: 5 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor Reiss, and Councilor Sheehey**

**No: 1 – Councilor O'Leary**

**9. COUNCIL BUSINESS**

Councilor Izraelevitz suggested Item 9.A.2 be heard before 9.A.1. There were no objections.

**A. Appointments**

Ms. Denise Cassel, Human Resource Director, spoke.

**2) Board/Commission Appointment(s)-Personnel Board**

**A motion was made by Councilor Maggiore, seconded by Councilor Chandler, to nominate and appoint Bernadine Goldman (D), Laurance Warner (R), and Leslie Geyer (D) to fill vacancies on the Personnel Board.**

The motion passed with the following vote:

**Yes: 6 - Councilor Izraelevitz, Councilor Chandler, Councilor Maggiore, Councilor O'Leary, Councilor Reiss, and Councilor Sheehey**

**RECESS**

***Councilor Izraelevitz called for a recess at 8:01 p.m. The meeting reconvened at 8:14 p.m.***

**1) Board/Commission Appointment(s)-Board of Public Utilities**

*Each applicant made an opening statement then was asked three questions by Council.*

A motion was made by Councilor Maggiore to nominate Stephen McLin (R), Eric Stromberg (R), and Cornell Wright (R) to fill one vacancy on the Board of Public Utilities and move that Council appoint one nominee to the vacant position as follows:

By roll call vote, Councilors vote for 1 nominee and the nominee with the highest vote total of four or more be appointed to fill the term beginning on July 1st, 2018 and ending on June 30th, 2023.

Councilor Izraelevitz called for a roll call vote to appoint a member to the Board of Public Utilities.

**Councilor's Chandler, Maggiore, O'Leary, Sheehey, and Reiss voted for:**  
Stephen McLin

**Councilor Izraelevitz voted for:**  
Cornell Wright

**After a roll call vote, Mr. Stephen McLin was appointed to the Board of Public Utilities to fill the term beginning on July 1st, 2018 and ending on June 30th, 2023.**

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

None.

**C. County Manager's Report**

1) County Manager's Report for April & May 2018

County Manager Harry Burgess reported on the Overlook fields; Pajarito Environmental Education Center (PEEC) Award; the new sound system at Fuller Lodge; the ongoing project at Mesa Public Library and Fire Station 3; the easements for the Canyon Rim Trail; the construction and delivery of rollout carts for the upcoming brush program; the upgraded security at Pajarito Cliffs site; the Stage 2 fire restrictions and the 4<sup>th</sup> of July event; the affordable housing project; the Pit Project; the Discovery Action Team's hashtag campaign; the airport hangar construction; Classic Air donating the first hour of resource use for fire or smoke incidents; the Canyon Rim Trail project award; Clean Up Los Alamos Day; and outlined the quarterly financial report.

**D. Council Chair Report**

None.

**E. General Council Business**

Councilor Maggiore stated that a Councilor is needed to attend the Matanza in Española on June 2, 2018 to read the proclamation. Councilor Izraelevitz advised Council to review their schedules and provide him a decision by the end of the week.

**F. Approval of Councilor Expenses**

None.

**G. Preview of Upcoming Agenda Items**

Councilor O'Leary requested an item relating to additional payroll costs and compensation to be place on an upcoming work session agenda.

Councilor O'Leary requested an item relating to the implementation plan and objectives for the Tourism Work Group recommendations to be place on an upcoming work session agenda.

Councilor Izraelevitz requested an item relating to Emergency Planning for Council to be place on the June 11, 2018 Council Meeting.

**10. COUNCILOR COMMENTS**

None.

**11. PUBLIC COMMENT**

None.

**12. ADJOURNMENT**

The meeting adjourned at 9:21 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

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David Izraelevitz, Council Chair

Attest:

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Naomi D. Maestas, County Clerk

Meeting Transcribed by: Victoria L. Martinez, Deputy Clerk



## ***INCORPORATED COUNTY OF LOS ALAMOS ADMINISTRATIVE PROCEDURE GUIDELINE***

Index No. 910

Effective: July 1, 2018

Approved by Council on \_\_\_\_\_

### **TRAVEL POLICY**

#### **I. Purpose**

The purpose of this travel policy is to establish rules and regulations implementing the requirements of County Code Section 2-142. County Public Officials, employees and non-employees ("Los Alamos County Traveler") shall be reimbursed for travel-related costs only as specified in this policy.

#### **II. Policy**

This policy is necessary to ensure travel and business reimbursements made to County employees shall NOT be considered taxable income. Pursuant to IRS regulations, in order to exclude travel reimbursements from income, the County must maintain an "accountable plan" for business expenses of County employees. This policy constitutes the plan for Los Alamos County. In conformance with IRS regulations, expenses reimbursed and later found not to comply with County policy must be refunded to the County.

The guiding principles of this policy are:

Los Alamos County travelers shall be reimbursed for legitimate, reasonable approved travel expenses when directly connected with or pertaining to Los Alamos County business based on established allowances in this policy.

Los Alamos County travelers are expected to be conscientious in their use of Los Alamos County funds and to travel by economical and efficient means.

#### **III. Responsibility**

##### **A. Travelers**

Travel arrangements are the responsibility of the traveler or designated department employee(s).

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**B. Approving Authority**

When authorizing and approving payment of travel expenses, the approving authority:

1. Must limit the authorization and payment of travel expenses to travel that is necessary to accomplish the departmental objectives in the most effective manner;
2. Shall give consideration to budget constraints, adherence to travel policies, and reasonableness of expenses; and
3. Shall consider alternatives, including teleconferencing, prior to authorizing travel.

Requests for travel shall be approved at the following levels:

Organizational Level	Approved By:
County Councilors, County Manager & County Attorney	Council Chair or Vice-Chair
Council Chair	Council Vice-Chair
Council Vice-Chair	Council Chair
Other Elected Officials	Elected Official self-approval or Designee
CMO staff & Department Directors	County Manager or Designee
Utility Board Members & Utilities Manager	Utility Board Chair or Vice-Chair
Utility Board Chair	Utility Board Vice-Chair
Utility Board Vice-Chair	Utility Board Chair
Chief Deputy Staff Member to an Elected Official	Elected Official or Designee
Department Staff	Department Director or Designee
Staff within Elected Official Departments	Chief Deputy Staff Member to Elected Official
Other Board, Commission & Committee Members, Official Appointees, and other non-employees	Department Directors or Designees

**IV. Procedure/Administration**

Through a County-issued Purchasing Card (P-Card), the County shall pay expenses incurred on employee-approved travel. Only mileage and meal allowances shall be reimbursed to the employee upon return from travel. P-Cards shall be used to pay travel expenses for County business and are subject to the same restrictions under the Use of County Purchasing Cards Policy, Index No. 0922, and respective Purchasing Card Manual administered by the Finance Division's Purchasing Card Administrator.

**A. Travel Pre-authorization and Arrangements**

Except for emergencies or other urgent or unplanned travel needs, all intended employee travel, which requires overnight lodging, shall be authorized in advance by the Approving Authority. All anticipated travel expenses including registration fees, transportation, lodging, meal allowance, etc., shall be included in a travel pre-authorization request. The Approving Authority shall be presented in advance with the full estimated cost of travel.

**B. Allowable Travel Expenses**

The following travel expenses are considered allowable and shall be purchased by employees with a County issued P-Card if applicable:

1. Shuttle, bus, subway, taxi, airfare and peer-to-peer ride-sharing (i.e. Uber, Lyft, etc.) fares only if business-related;
2. Non-meal Gratuities: Normal, reasonable gratuity amounts (e.g., for taxi or baggage handlers). Gratuities shall not be reimbursed for restaurant meals separately. They are included in the existing daily meal allowance rates;
3. Business-related tolls and parking fees;
4. Rental cars or charter aircraft if necessary or when less expensive public transportation, taxi service or shuttle services are not available or not practical;
5. Registration fees;
6. Books, manuals, and other materials directly related to approved training events;
7. Hotel or motel lodging;
8. Air freight;
9. Currency conversion fees;
10. Overnight delivery postage;
11. Internet connectivity charge;
12. Baggage fees;
13. Any other reasonable costs directly associated with conducting County business while on travel.

**C. Unallowable Travel Expenses**

1. The following expenses are unallowed under this policy:
  - a) Non-business related activities, such as entertainment, tours, competitions, sight-seeing, travel to other locations of personal interest, etc.;
  - b) Unless otherwise authorized in advance under the Discretionary Expenses Policy, Index No. 0960, or described as part of a training facility program referenced in Section H., or allowed under Emergency Deployments referenced in Section IV., Paragraph K., actual cost of meals at restaurants or purchase of food items are not reimbursable to the employee and are not allowed to be charged to a P-Card. Reimbursement for meals is provided according to the rates in Appendix A in the form of a meal allowance;
  - c) In-room movies, games or other for-pay entertainment;
  - d) Cost of additional travel insurance;
  - e) Cost of alcoholic beverages, mini bar refreshments or tobacco products;
  - f) Expenses for travel companions (spouse/family/guest) who are not on official County business;
  - g) Expenses related to vacation or personal days while on business trip;
  - h) Parking tickets and/or fines for traffic violations;
  - i) Use of spa at the hotel or other for-pay amenities;
  - j) Expenses for the repair of privately owned vehicles;
  - k) Personal expenses are not allowable, and are assumed to include any expenses which are not a necessary consequence of travel on behalf of Los Alamos County for a business purpose;
  - l) Fuel for personal vehicle;
  - m) All other expenses not allowed under the P-Card Policy, Index No. 0922.

2. If an employee uses a County-issued P-Card for an unallowable expense as noted above, he/she shall be required to reimburse the County for such expense and may be subject to infractions and disciplinary action referenced under the P-Card policy.
3. Non-employees shall not be reimbursed for any unallowable travel expense as noted above.

**D. Travel Reimbursements – Employee Expense Claims**

1. Travel reimbursements shall be processed as employee expense claims through the payroll system.
2. P-Cards are generally intended to replace the need for a travel advance, which includes payment for lodging, airfare, car rental, conference registration fees, or any other allowable travel-related expenses. Only mileage and meal allowances are reimbursable when the traveler returns from travel.
3. If a P-Card is either unavailable, not accepted by the merchant, lost, stolen, or deactivated for reasons of fraud or for any other reason at no fault of the employee, the employee may use their personal credit card, cash, or other personal means, as a method of payment, provided that he/she notifies the Finance Division as soon as possible. In such situations, the employee shall be reimbursed provided actual receipts are attached to the employee expense claim and approved. This clause is intended as an exception to standard policy and may be subject to disapproval if an employee repeatedly loses a County issued P-Card or has repeated infractions.
4. Mileage calculations shall be based on online map mileage charts, such as maps.google.com or mapquest.com, as an acceptable method to substantiate mileage. For personal vehicle use, the traveler must certify he/she meets the minimum limits of insurance as set forth in the State of New Mexico's Mandatory Financial Responsibility Act, as may be amended from time to time. Los Alamos County shall use the IRS standard mileage rate, which is updated from time to time.
5. Meals included in the registration fee and provided by the conference, workshop, event, or paid by the County by any other means shall not be reimbursed to the employee. If any meals are provided or paid for as provided in the Discretionary Expenses Policy, no reimbursement shall be made. Continental breakfasts or snacks provided by the conference, workshop, etc. shall not be considered a meal for this purpose. If a traveler has a dietary restriction, which prevents him/her from eating a meal, provided by the conference, workshop, or event he/she may claim the meal allowance and indicate it was due to the dietary restriction.

6. Travelers seeking mileage and meal reimbursement shall complete the following forms:
  - a) For travel which required overnight lodging within the state, complete the Los Alamos County "In-State Travel Pre-authorization and Reimbursement" form;
  - b) For travel which required overnight lodging outside of the state, complete the Los Alamos County "Out-of-State Travel Pre-authorization and Reimbursement";
  - c) Travelers seeking mileage and meal reimbursement which required one-day travel shall complete the Los Alamos County "One-Day Travel Reimbursement";
  - d) In addition to completing the applicable travel reimbursement form, evidence to substantiate the travel must be attached to the travel reimbursement form for review and consideration. Supporting documentation can be an agenda, conference brochure, meeting email, or any other document that states the date, time, place, and purpose and shall be used to substantiate calculations of meal allowances. Travel expenses charged to a P-Card should be attached as supporting documentation and shall be reported in the "P-Card Expense Information" section of the Travel Reimbursement Form for the ease of the Approving Authority's review of the entire cost of the travel event.
7. To ensure proper accounting and compliance with Los Alamos County policy, the Approving Authority shall adhere to the following guidelines prior to approving an employee expense claim:
  - a) Verify the dates and times of travel and ensure meals provided have been properly deducted from the meal allowance;
  - b) Ensure limits described in Appendix A have been adhered to or properly justified if necessary as described in high-cost areas, per the Discretionary Expenses Policy, or due to a valid business purpose as allowed in Section IV.G.1. below;
  - c) Verify all travel expenses that were purchased by a County issued P-Card are allowable expenses;
  - d) If any unallowable expenses are discovered to be purchased by a P-Card, the Approving Authority shall notify the Finance Division

immediately in order to seek reimbursement from the traveler for unallowable charges, and/or to issue an infraction; and

- e) As appropriate, approve the employee expense claim on a timely basis.

- 8. Approved employee reimbursement claims shall be due to the Finance Division by close of business the second Thursday of the pay period, unless otherwise announced by payroll, to be included in the employee's paycheck on the following Thursday. Travelers shall submit travel claims within 10 (ten) business days of return from travel, or sooner, to ensure processing deadlines are met. Unforeseen volume or a rejected claim may cause a traveler's claim to be processed on the following pay period.

**E. Travel Reimbursements – Non-Employee**

Non-Los Alamos County employees shall be reimbursed through the Finance Division Accounts Payable office and must submit a completed Form W-9, "Request for Taxpayer Identification Number and Certification," to the Los Alamos County Procurement office before a payment for travel reimbursement shall be processed. Expense reimbursements of this kind are subject to IRS 1099 reporting rules.

**F. Transportation**

The most economical means of transportation including the time spent on travel shall be used.

- 1. **Commercial Airlines**  
Economy fare rates shall be the standard maximum allowable transportation expense. Early check-in fees are allowable at the discretion of the Approving Authority.
- 2. **Rail or Bus**  
Rail or bus fares shall be based on the actual fare purchased and not to exceed the available economy class airline fare.
- 3. **County Vehicles**  
Whenever possible and practical, County vehicles shall be used for official travel. County vehicles shall not be used for unofficial or personal business. County vehicles used for out of town travel shall not be parked or left unused for longer than one (1) week when they may be required for other County service. The use of County vehicles is subject to all provisions in the County Vehicle Use Policy, Index No. 0435.
- 4. **Government-owned Vehicles**  
  
If government-owned vehicles are used for official County travel, travelers shall not submit a mileage reimbursement request if fuel has been provided for by other means.

**5. Private Vehicles**

- a) Reimbursement may be granted for the use of personal vehicles for required business travel inside or outside the County; however, County or government-owned vehicles shall be used whenever possible. The Approving Authority may grant exceptions to this rule.
- b) Carpooling is encouraged to reduce travel costs when more than one person travels to the same destination for the same purpose. When carpooling, only one person shall be reimbursed for mileage.
- c) Use of a private vehicle to travel to and from a County sponsored training activity conducted within Los Alamos County and considered to be the assigned worksite for the full day is not reimbursable.
- d) For use of private vehicles used for official business to non-duty sites within Los Alamos County, a "Mileage Claim Form" shall be submitted for reimbursement. The Approving Authority must approve mileage claims in advance. Mileage claims must be submitted for reimbursement on a regular periodic basis not to exceed quarterly.

**6. Rental Cars**

Car rental is an allowable expense for official business and shall be charged to a P-Card. If available, a standard or economy car shall be used. County officials, employees or volunteers are covered for general liability under the County's general liability policy.

**7. Taxis & Other**

The use of a taxi, peer-to-peer ridesharing (i.e. Uber, Lyft, etc.), and other shuttle services is an allowable expense for official business and shall be charged to a P-Card. Travelers shall not use a P-Card for personal travel destinations under these modes of transportation.

**8. Private Airplane**

- a) If the use of a private airplane is approved on the travel request, reimbursement shall be at the current rate per mile for a private vehicle plus 60% based on NM Aeronautical Charts published by NMSHTD, Aviation Division for a direct flight to that destination. Certification of actual air mileage is required if the destination is not included on an air map. Only one (1) person shall receive mileage

reimbursement. Proof of insurance must be provided to the Approving Authority. Traveler shall conform to the minimum limits for insurance set forth in the State of New Mexico's Mandatory Financial Responsibility Act effective January 1, 1984.

- b) Notwithstanding the above, private airplane reimbursement, including shuttle or taxi service from the airport to the meeting destination, shall be the lesser of reimbursement calculated for travel to the same destination by private vehicle or travel to the same destination by commercial airline.

**9. Insurance Claims**

Because a portion of the mileage reimbursement rate covers private insurance costs, any insurance claims that arise when personal vehicles or airplanes are used must initially be filed against the traveler's carrier.

**10. Alternative Transportation Allowance**

Sometimes the traveler may prefer to drive his/her personal vehicle for out-of-state travel instead of traveling by airline. In this instance, the County may reimburse the traveler an amount not to exceed what would otherwise have been the cost of airfare, provided airfare estimates are obtained from the lowest fare airline, at economy class. A comparative analysis with supporting documentation shall accompany the travel pre-authorization request and reimbursement.

**G. Lodging**

- 1. P-Cards shall be used for lodging expenses. Standard accommodations for motels or hotels shall not exceed the lodging limitations in Appendix A. If the actual cost exceeds this amount, the Approving Authority may only approve full reimbursement upon justification of the exception and subject to budget availability at the time of the final claim approval. An example of this is when a conference has a designated host hotel, or when travel is scheduled during peak travel times in a given city, etc.
- 2. If a travel companion (spouse, family, or guest) who is not on official County business accompanies the traveler, the cost of accommodations for a single occupancy shall only be allowed to be charged to the traveler's P-Card. The traveler is responsible for ascertaining the single occupancy rate and ensuring single occupancy charges are reflected.
- 3. Use of an RV is an allowable form of lodging. RV Park fees shall be charged to the traveler's P-Card at actual costs for the duration of the business trip and are subject to the lodging limitations in Appendix A.
- 4. If the special needs of disabled persons cannot be met by hotel rooms within the maximum rates, lodging costs for disabled persons may be

allowed at the actual cost of the least costly lodging that is most accessible to their needs.

#### **H. Meals**

1. Meals included in the registration fee and provided by the conference, workshop, event, or paid by the County by any other means shall not be reimbursed to the employee. If any meals are provided or paid for as provided in the Discretionary Expenses Policy, no reimbursement shall be made. Continental breakfasts or snacks provided by the conference, workshop, etc. shall not be considered a meal for this purpose. If a traveler has a dietary restriction, which prevents him/her from eating a meal, provided by the conference, workshop, or event he/she may claim the meal allowance and indicate it was due to the dietary restriction.
2. Meals shall not be reimbursed during attendance at a County paid or sponsored training event held in Los Alamos County and during normally scheduled working hours. However, the County may provide meals as part of the training.
3. *Training facility programs* include the National FBI Academy, the National Fire Academy, the State Police Academy, the State Fire Training Facility, etc. In cases where it is impractical to submit an expense claim for a meal allowance, the Approving Authority may request pre-approval from Finance to allow the employee assigned to attend a training facility program to use a P-Card to purchase meals in lieu of claiming a reimbursement for a meal allowance. Such request must identify the timeframe, meals that will be provided by the facility that shall not be reimbursed, and a business justification prior to approval. The same daily meal allowance limits in Appendix A will apply if approval is granted.

#### **I. Purchasing Cards (P-Cards)**

1. Travelers either shall be issued a temporary P-Card prior to intended travel or shall be regular P-Cardholders. P-Cards shall be used to pay for registration fees, lodging, airfare, car rental expenses, and all other allowable travel expenses pursuant to this Policy. The traveler must provide the last four digits of the P-Card on the Travel Reimbursement Form and report the actual charges in the "P-Card Expense Information" Section at the bottom of the form.
2. At the discretion of the Approving Authority, a P-Card issued to designated departmental staff may be used to book travel-related expenses on behalf

of the traveler. Designated departmental staff may also process travel reservations on the individual traveler's card once pre-authorization from the Approving Authority has been processed.

**J. Travel Expenses for Interviewees and Other Recruitment Participants**

1. Interviewees - These rules may also apply to those applicants residing out-of-state and requested by the County to attend a personal interview in Los Alamos County as a result of recruitment. The County shall reimburse up to a maximum of two days actual lodging and meals based on the rates specified in Appendix A of this policy, unless otherwise approved by the Approving Authority.
2. As part of the qualification for reimbursement, the applicant must also present a written reimbursement request responding to an assignment approved in advance by the Human Resources Division.
3. Other Non-Applicant Participants in Recruitments - These rules may also apply to other non-applicant participants in recruitments who are not County employees but who render service to the County as a qualified member of an interview panel, assessment center board, etc. The number of days eligible for reimbursement shall be limited to no more than two days, unless otherwise approved by the Approving Authority.

**K. Emergency Deployment**

If a County employee is mobilized for an emergency deployment that is reimbursable to the County by another agency, then exceptions to reimbursable expense limits in Appendix A may be approved by Finance, but limited to what shall be billed and recovered from that agency. Under these conditions, purchases of actual meals while on travel are allowable with a P-Card, if they are reimbursable under the agreement, and as such shall be capped at the amount subject to reimbursement. Compliance with all other allowable and unallowable expenses as referenced in Section IV., Paragraphs B and C, must still be adhered to.

**L. Exceptions to These Rules**

Members of the Labor Management Relations Board shall be reimbursed lodging, mileage, and meal per-diem in accordance with the State Per Diem and Mileage Act as required by 30-37 (D) of the County Code.

Other exceptions to these Rules may be instituted by ordinance, collective bargaining agreement or amendment by the Council to these rules.

**M. Effective Date**

This policy is effective for travel that begins on or after July 1, 2018.

**Approved by Council on \_\_\_\_\_**

## APPENDIX A

### A. Meal Allowance

Meals are to be paid at a daily rate for travel that includes overnight lodging.

#### **Multiple Day**

##### **In-State Overnight Travel**

For each full 24 hour travel period where lodging was required meals shall be reimbursed in the form of a meal allowance without receipts in the amount of \$45.00.

For return travel for a partial day, following overnight travel where lodging was required, the meal allowance shall be calculated at the rate of \$1.88 for each additional hour.

For meals included in registration or otherwise provided, deduct:

Breakfast	\$ 10.00
Lunch	\$ 15.00
<u>Dinner</u>	<u>\$ 20.00</u>
Total	\$ 45.00

For the purpose of calculating meals for in-state travel, travel time shall not exceed the total time in travel including round-trip travel from point of departure to the point of destination. Travel time shall always be as minimal and reasonable as practical.

#### **Multiple Day**

##### **Out-of-State Overnight Travel**

For each full 24-hour travel period where lodging was required meals shall be reimbursed in the form of a meal allowance without receipts in the amount of \$60.00.

For return travel for a partial day, following overnight travel where lodging was required, the meal allowance shall be calculated at the rate of \$2.50 for each additional hour.

For meals included in registration or otherwise provided, deduct:

Breakfast	\$ 13.00
Lunch	\$ 20.00
<u>Dinner</u>	<u>\$ 27.00</u>
Total	\$ 60.00

For the purpose of calculating the meal allowance for out-of-state travel, travel time shall not exceed the total time in travel including round-trip travel from point of departure to the point of destination. Travel time shall always be as minimal and reasonable as practical.

**B. Meal Allowance – One Day Travel**

1. For one-day travel where lodging was not required, meals shall be reimbursed in the form of a meal allowance to cover the cost of meals according to the requirements of this section.

<b>One-Day Travel (Both In-State and Out-of-State)</b>	
less than 5 hours	None
for 5 or more hours, but less than 12 hours	\$10.00
for 12 or more hours, but less than 18 hours	\$25.00
for 18 or more hours	\$45.00

2. For medical transports performed by Fire Department personnel, if an employee is on a transport during a meal period the employee shall be eligible for a meal reimbursement of \$10.00, regardless of the length of time. This reimbursement shall be paid through Fire petty cash with a Medical Transport Reimbursement form.

**C. Mileage**

For personal vehicle use, the traveler must certify on the respective "Travel Reimbursement" form that they possess current insurance. The traveler shall conform to the minimum limits of insurance as set forth in the State of New Mexico's Mandatory Financial Responsibility Act, as may be amended from time to time.

Private vehicle use shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service.

Map mileage shall be used to determine the number of miles.

Mileage shall be calculated using the lesser of:

1. Residence as the point of departure to point of destination; or
2. Los Alamos post of duty, as the point of departure to point of destination, or
3. Mileage shall be zero if a) or b) is less than normal commute distance to work.

The total mileage reimbursement for out-of-state travel shall not exceed Economy class commercial airfare plus mileage from the departure point to the airport.

Paramedic training requires extensive use of trainees' personal vehicles over an extended period. The following mileage reimbursement rules apply to paramedic training:

1. Paramedic training shall be reimbursed based upon a weekly calculation (Sunday through Saturday)
2. Normal commute distance for the week shall be defined as the round trip distance from trainees residence to Los Alamos work location times a factor of 1.25 (average number of weekly round trips is based on five round trips in a four week period under the current 48/96 shift schedules )
3. Miles traveled during the week shall be logged using map miles and shall document points of departure and arrival.
4. Miles traveled shall be reimbursed to the extent they exceed the normal commute distance calculated in Paragraph 2 above.

**D. Lodging**

Standard accommodations for lodging are permitted at actual costs as specified below. Limits for lodging are as follows:

1. Not to exceed \$185.00 base rate per night excluding tax except for high-cost areas.
2. Not to exceed \$250.00 base rate per night excluding tax for the following high-cost areas:

New York City	Dallas/Fort Worth
Washington, D.C.	San Francisco
Chicago	Miami
Los Angeles	Orlando
Palm Springs	Houston
Boston	Denver
Philadelphia	Phoenix
Seattle	Portland

Other high-cost areas, including those located outside of the United States, are allowable if approved by the Approving Authority.



AGR18-30b

## 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 **NFP Retirement, Inc.**, a California, corporation ("Contractor"), to be effective for all purposes July 1, 2018.

**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. 18-30 (the "RFP") on January 2, 2018, requesting proposals for Provider of Pension Services, as described in the RFP incorporated herein by reference for all purposes; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated February 16, 2018 ("Contractor's Response"), incorporated herein by reference for all purposes; and

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

**WHEREAS**, the County Council approved this Agreement at a public meeting held on May 22, 2018; and

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

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

### SECTION A. SERVICES:

**Contractor Services:** Contractor shall provide County with Investment Advisory services for the Incorporated County of Los Alamos, New Mexico, Pension Plan and Trust (the Plan) pursuant to the terms of this Services Agreement and the Investment Advisory Agreement and 408(b)(2) Disclosure, attached hereto as Exhibit "B" and incorporated herein by reference for all purposes. Contractor is solely responsible for providing services as identified in this Agreement and Exhibit B - Investment Advisory Agreement and 408(b)(2) Disclosure.

As Investment Advisor, Contractor shall provide the following Services:

1. Contractor shall provide fiduciary investment management services with respect to the Plan to include the following:
  - a. Contractor shall provide, to the Plan Delegates, Plan Administrator or designee, independent and objective recommendations to replace existing mutual funds as needed, noting that County prefers to not frequently change fund offerings;
  - b. Contractor shall provide, quarterly, to the Plan Delegates, Plan Administrator or designee quarterly performance data on each of the funds selected, including historical, risk adjusted performance. Such data shall be compared to appropriate, commonly accepted, performance benchmarks of the same periods for each fund. These funds shall be compared to similar investments with comparable rates of return within the five (5) year to ten (10) year performance range;
  - c. Contractor shall provide risk tolerance testing for each individual Plan Participant, during the education meetings set by the County, and recommend appropriate asset allocation, if desired by the Plan Participant;
  - d. Contractor shall provide monthly educational and informational presentations to new Plan Participants, which shall include performance results and economic forecasting;

- e. Contractor shall provide Plan Participants with an analysis of the funds offered for purposes of providing a diversified portfolio of choices.
2. Contractor shall comply with the Plan Document, applicable Internal Revenue Code (IRC) regulations, and any other applicable Federal or state requirements;
3. Contractor shall meet at least quarterly, or as requested, with the Benefits and Pension Manager, Plan Administrator and Plan Delegates in Los Alamos;
4. Contractor shall provide toll-free customer service access and internet access to Plan Participants;
5. Contractor shall provide a copy of its annual independent audit to County within thirty (30) days of receipt of the final audit; and
6. Contractor shall map Plan investments offered under the recordkeeper and trustee.

**Contractor Deliverables:** As Investment Advisor, Contractor shall deliver the following:

1. Quarterly performance data on each of the funds selected, including historical, risk adjusted performance. This data shall be compared to appropriate, commonly accepted, performance benchmarks of the same periods for each fund. These funds shall be compared to similar investments with comparable rates of return within the three (3) year to ten (10) year performance range;
2. Make available any records produced by Contractor in conjunction with performing Services of this agreement for the benefit of the Plan for annual Plan audit by an independent auditor selected by County;
3. A copy of Contractor's audited financial statements (annually).

**SECTION B. TERM:** The term of this Agreement shall commence July 1, 2018 and shall continue through June 30, 2021, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to four (4) consecutive one-year periods, or one (1) continuous four (4) 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 SIX HUNDRED THOUSAND AND NO 00/100 (\$600,000.00), over the entire term of the Agreement, including renewals, which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized *quarterly* 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.

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

**SECTION E. STATUS OF CONTRACTOR, STAFF AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall 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.

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

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor shall 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 shall 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. **Professional Liability Insurance:** A limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each claim, with a TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause, and with coverage extending for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

**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 shall 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 shall 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:**

**Subject to the terms identified, this Agreement may be terminated, as follows:**

- a. 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 of the Service Agreement. 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.
- b. By both parties on any date mutually agreed to in writing; or
- c. By either party, in the event of conduct by the other party constituting fraud, misrepresentation of material fact or material breach of the terms of this Agreement, upon written notice as identified in Section S above. No such termination shall take place without a reasonable attempt to contact the other party, and allow the other party to make corrective action.; or
- d. By Contractor, if County fails to pay timely all amounts due under this Agreement including, but not limited to, all amounts pursuant to and in accordance with the specifications of Exhibit A - Fee Schedule; or

- e. 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. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of Contractor at the rate set out in Section C of the Service Agreement.

**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:

Kat Brophy, Benefits and Pension Manager  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 230  
Los Alamos, New Mexico 87544

Contractor:

Chief Operating Officer  
NFP Retirement, Inc.  
120 Vantis, Suite 400  
Aliso Viejo, California 92656

**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: \_\_\_\_\_  
**HARRY BURGESS** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

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

**NFP RETIREMENT, INC, A CALIFORNIA CORPORATION**

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

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**Exhibit "A"**  
**Rate Compensation Schedule**

FEE CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Investment Advisory Services	\$40,000	\$40,000	\$40,000	Not to Exceed 3% above previous year.	Not to Exceed 3% above previous year.	Not to Exceed 3% above previous year.	Not to Exceed 3% above previous year.
Participant Education & Meetings	\$42,000	\$42,000	\$42,000	Not to Exceed 3% above previous year.	Not to Exceed 3% above previous year.	Not to Exceed 3% above previous year.	Not to Exceed 3% above previous year.

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**Exhibit "B"**  
**Investment Advisory Agreement and 408(b)(2) Disclosure**



**Investment Advisory Agreement and 408(b)(2) Disclosure**

This Investment Advisory Agreement ("Agreement") is made on the Effective Date identified below by and between NFP Retirement, Inc., a California corporation and a registered investment adviser with the SEC, ("Adviser" or "Contractor") and the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico ("Client" or "County").

The Client sponsors and maintains the Incorporated County of Los Alamos, New Mexico, Pension Plan and Trust ("Plan") for the benefit of its employees. The Plan is a qualified employee benefit plan, which is intended to comply with all applicable federal laws and regulations, including the Internal Revenue Code of 1986, as amended. While the Client is exempt from the Employee Retirement Income Security Act of 1974 ("ERISA") as amended, the plan is intended to comply with the spirit of the ERISA Section 404(c).

In connection with and in discharge of its duties with respect to the Plan, Client desires to engage the services of the Adviser for the purposes specifically set forth in Service Agreement AGR18-30B and this Agreement. Service Agreement AGR18-30B and this Agreement represent the entire agreement and understandings between the parties hereto with respect to the investment and management of the Client's account and supersedes all prior negotiations and agreements below. Client hereby engages Adviser to provide investment advisory and other services described by Service Agreement AGR18-30B and this Agreement:

**408(b)(2) Disclosure.** Regulations promulgated by the U.S. Department of Labor, known as the "408(b)(2) regulations," require covered service providers to ERISA-covered retirement plans to provide disclosures, in writing, regarding their services and compensation. The disclosures contained in this Agreement are made in accordance with section 408(b)(2) regulations and are intended to assist the Client in determining whether Adviser's services and compensation are reasonable.

Within thirty (30) days of written request by the Client, the Adviser shall provide all information regarding this Agreement and compensation in order that Client complies with all reporting and disclosure requirements of ERISA.

In the event the Client desires additional information regarding Adviser's services and/or compensation, the Client may request further clarification in writing and the Adviser shall respond no later than thirty (30) days from receipt of written request.

In the event of any material change to the terms of the Agreement or compensation occur, the Adviser shall provide the Client disclosure of any change within a reasonable period of time after the Adviser becomes aware of the material change.

If the Adviser discovers any error or omission in the provision of disclosures required by section 408(b)(2) regulations, the Adviser shall notify the Client of same, and provide missing/corrected disclosures, within thirty (30) days of discovery.

**1. Services (Disclosed pursuant to and in accordance with the 408(b)(2) regulation)**  
**Investment Advice (Plan Level):**

The Adviser shall provide research and analysis with regard to investment advice and fiduciary due

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diligence services for the Client. The goal of the investment due diligence process is to establish a logical, technical, and prudent process that is consistently employed in the selection and ongoing monitoring of funds for plan sponsors and individuals, accompanied by an investment policy statement (for plan sponsors only), that defines the process utilized to recommend prudent investment actions to plan fiduciaries, or their representatives. In providing the investment advice to the Client's plan the Adviser shall follow the investment policy statement and undertake procedural due diligence to arrive upon, or facilitate, prudent investment-related recommendations.

The Adviser may employ many different calculations, processes, and screening techniques, to arrive at specific recommended investments within the array of investments offered by each investment provider being analyzed.

*Services provided by the Adviser under this Agreement shall not include any services with respect to investments offered through a self-directed brokerage account or brokerage window, or any similar investment vehicle.*

Adviser shall provide the abovementioned analysis quarterly.

#### **Preparation of Investment Policy Statement**

The Adviser shall provide a draft of a recommended Investment Policy Statement for Client's review. In addition, the Adviser shall evaluate Client's existing Investment Policy Statement, if applicable, and provide recommendations that are consistent with assisting the Client with meeting their fiduciary obligations under the spirit of ERISA Section 404(c). It is the responsibility of the Client to execute and follow an approved Investment Policy Statement.

#### **Employee Plan and Investment Education**

The Adviser shall provide group employee enrollment, re-enrollment, and investment education support. The goal of this process is to help employees make educated and informed choices about the plan and investment allocation under the investment education guidelines set forth by the U.S. Department of Labor.

Adviser shall annually provide up to twelve (12) days of group meetings as set by Client.

#### **Plan Sponsor Service Provider Due Diligence Service Provider Search, Presentation, and Finalist Review**

The Adviser shall assist Clients with the selection of a defined contribution provider or providers for their plan, based on detailed research and analysis of several Defined Contribution Plan Service Providers. The Service Provider review process includes an evaluation of administrative, recordkeeping, compliance, and employee communications services, administrative and investment-related fees, and an investment overview that incorporates a very similar analysis to the investment due diligence process described above. In performing service provider search support services, the Advisor acts solely in an advisory capacity; the Client shall be responsible for selecting the Plan's investment platform provider and other plan service vendors and determining whether their agreement and compensation is reasonable. The Advisor shall assist in the Client's determination of reasonableness.

#### **Facilitation of Conversion Process**

Adviser shall assist Client with conversions between investment providers, including: (i) interfacing with company consultants and relationship managers to facilitate the conversion, (ii) providing sample letters and correspondence related to the plan conversion, and (iii) monitoring the action items identified in the NFP Retirement Conversion Checklist™.

#### **Fiduciary Fitness Program™**

The Adviser provides a full program overlay to systemize and document steps taken to meet fiduciary best practices and compliance requirements for qualified plans. The overlay includes an on-going gap analysis of Client's fiduciary and administrative responsibilities, fiduciary education, an annual Fiduciary Plan

Review, and documentation of all best practices steps taken to meet fiduciary responsibilities. In particular the Fiduciary Plan Review includes an analysis of relevant design features, developments in the qualified plan landscape, educational modules, benchmarking of plan fees against national averages, documentation processes for fiduciary responsibilities, administrative compliance checklists and reviews. The Adviser shall also deliver a Reference Guide to assist the Client in understanding responsibilities and taking the proper steps to meet those responsibilities. The overlay shall be documented in the Fiduciary Fitness Program Report Card, which shall be updated as appropriate throughout the relationship between the Adviser and the Client.

### **Newsletter Campaign**

Monthly and quarterly plan sponsor newsletter includes industry and marketplace updates, plan design and compliance suggestions, and legislative updates.

### **General Plan Consulting**

The Adviser shall assign a Plan Consultant, who is responsible for responding to ongoing questions, concerns, and issues raised by the Client that are related to Client's qualified retirement plan.

### **2. Fiduciary Role under ERISA (*Disclosed pursuant to and in accordance with the 408(b)(2) regulation*)**

For those services described in Section 1, Investment Advice (Plan Level), the Adviser acknowledges that it is a fiduciary with respect to the Plan under Section 3(21)(A)(ii) of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and, as such, is a co-fiduciary with the plan sponsor fiduciary(ies) of the Client's Plan solely with respect to (a) the provision of investment education of the employer and/or plan participants (depending on the specific advisory services provided); (b) the periodic reporting on, and analysis of, the investment options available under the Plan, excluding investments made available through a brokerage account/window or similar such investment vehicle; and (c) the provision of advice to the plan sponsor fiduciary(ies) regarding the elimination or addition of investment options available under the Plan; provided, however, that the plan sponsor fiduciary(ies) acknowledge and agree that the plan sponsor fiduciary(ies) have the final and conclusive responsibility for the investment options selected to be available under the Plan. The Adviser shall not be responsible for investment decisions made by the Plan participants with respect to the investment of their individual accounts.

### **3. Information to be provided by Client**

For those services described in Section 1, the Client shall be responsible for informing the Adviser of the investment objectives of the account and of any changes herein in writing. Adviser shall base its investment decisions on the totality of information provided by the Client at the initial meeting and as updated from time to time by the Client.

### **4. Reports to Client**

For those services described in Section 1, based on the results of the periodic quarterly analysis, the Adviser may recommend changes to the core group of investment recommendations offered by one or more of the investment managers included in the analysis. As such, the Adviser shall provide plan fiduciaries with a periodic report that includes fund rankings in each category. If appropriate, a review of alternate investment choices and investment providers shall be discussed. However, when making any current or new recommendation(s) based on information as provided by Client, Adviser does not assume responsibility for the accuracy of information furnished by Client, or, unless the information is clearly inaccurate, any other person.

### **5. Communications**

Any notices required to be given under this Agreement shall be delivered by hand or by overnight mail or sent by certified mail and shall be deemed given when received at the Client's address as specified and provided by the Client.

### **6. Custody**

All assets in Client's account shall be held for safekeeping with a designated custodian as selected by the

Services Agreement AGR18-30b  
NFP Retirement, Inc.

Client. Adviser shall not act as custodian for any assets in the Client's account and shall not take possession of cash and/or securities of the Client's account. Adviser shall not be liable to Client for any act, conduct or omission by custodian. Adviser is not authorized or empowered to issue instructions to custodian or to request information about the Account from custodian.

#### **7. Non-Discretion**

The Adviser does not have discretionary authority over the Client's account. As such, the Adviser does not have any authority to implement or effect any recommendation made by the Adviser in the Client's account. Client shall make all decisions with respect to any recommendation made by the Adviser, especially under the following cases: (i) to direct, manage, and/or change the investment and reinvestment of the assets in the Client's account to include the any applicable proceeds thereof; (ii) to buy, sell, exchange, convert and otherwise trade in any and all stocks, bonds, and other securities products or investment instruments as the Adviser may select; and (iii) to establish and deal through accounts with one or more securities brokerage firms, dealers or banks as the Adviser may select.

#### **8. Confidential Relationship**

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law. Each party agrees to abide by the terms of the Privacy Policy attached hereto, which terms are hereby incorporated by reference into this Agreement.

#### **9. Non-Exclusive Agreement**

Client understands that Adviser acts as an adviser to other clients, and may publish or give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as the Plan) which may differ from the advice given, or in the timing or nature of action taken, with respect to the Client and the Plan. Nothing in this Agreement shall be deemed to impose on Adviser any obligation to advise Client with respect to the Plan in the same manner as Adviser may advise any other clients. Client further understands that Adviser shall not have any obligation to make any recommendation(s) for any Client account if in their opinion such transaction appears inadvisable for the Client's account.

#### **10. Standard of Care; Liability**

In performing its duties hereunder, the Adviser shall act in a manner consistent with the spirit of requirements of a fiduciary under ERISA charged with performing the duties specified in this Agreement. Accordingly, the Client acknowledges that the standard of care imposed on the Adviser and its agents hereunder is to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity would use.

The Client agrees that the only responsibilities of the Adviser hereunder are to render the services described by Service Agreement AGR18-30B and this Agreement, and the Adviser shall have no other responsibility with respect to the Client or the Plan. Neither the Adviser nor any "person associated with" the Adviser, as such term is defined in Section 202(a)(7) of the Advisers Act, shall have the authority to take custody or possession of any assets of the Plan.

The Adviser shall not be subject to liability for any act or omission in the course of, or connected with, its performance of this agreement, except in the case of misfeasance, bad faith or negligence on the part of the Adviser, or the intentional, negligent or reckless disregard by the Adviser of its obligations and duties under this Agreement, but nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under any federal or state securities law or the Employee Retirement Income Security Act of 1974 ("ERISA"), if applicable.

**11. Representations (*Disclosed pursuant to and in accordance with the 408(b)(2) regulation*)** Adviser represents and warrants that: (i) Adviser is registered as an investment adviser with the SEC, (ii) such registration is currently effective, (iii) all personnel assigned by Adviser to render services hereunder shall be licensed as required by law, (iv) Adviser has the power and authority to enter into and perform this Agreement, (v) it has no material affiliation or contractual relationship with any other party in the

development of the investment advice program, and (vi) it has no material affiliation or contractual relationship with any other party in the selection of the investment options under the Plan

Client represents and warrants that: (i) it has selected the investment(s) and investment manager(s) to be held by or offered under the Plan, (ii) it is solely responsible for the voting and proxies and exercise of other shareholder rights with respect to securities held by the Plan and the Adviser does not provide any advice with respect to such matters, (iii) it has been advised by the Adviser that investments fluctuate in value and the value of the investments when sold may be greater or lesser than the original cost, (iv) it acknowledges that the Adviser does not warrant or guarantee any level of performance by any of the investments or that any investment will be profitable over time, (v) the Plan and its participants are assuming the market risk involved in the investment of Plan assets, (vi) past performance does not necessarily guarantee any level of future investment performance, (vii) it acknowledges that the Adviser shall not, and cannot, provide legal, accounting or tax advice to the Client or the Plan, (viii) the Client is responsible for maintaining the Plan in compliance with applicable qualification requirements of the Internal Revenue Code including where applicable receipt of favorable determination letters and the Adviser shall have no responsibility for such matters, it shall seek the advice of its legal advisor as to matters that might arise relating to the operation and administration of the Plan, (ix) it is solely responsible for the administration of the Plan, including without limitation the timely transmission of plan contributions, the filing of required government reports and the provision of all required notices and communications to the Plan's participants in accordance with all applicable law and regulation, and (x) it acknowledges receipt of the Adviser's Brochure (Part 2A and 2B of Form ADV) prior to, or contemporaneously with, execution of this Agreement. The terms identified in Services Agreement AGRXXX and section 13 below shall govern the Termination of Agreement between the parties.

## **12. Duration of Agreement**

The term of this Agreement shall commence July 1, 2018 and shall continue through June 30, 2021, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to four (4) consecutive one-year periods, or one (1) continuous four (4) year period, unless sooner terminated, as provided therein.

## **13. Termination of Agreement (*Disclosed pursuant to and in accordance with the 408(b)(2) regulation*)**

- a. 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 of the Service Agreement. 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.
- b. By both parties on any date mutually agreed to in writing; or
- c. By either party, in the event of conduct by the other party constituting fraud, misrepresentation of material fact or material breach of the terms of this Agreement, upon written notice as identified in S of the Service Agreement. No such termination shall take place without a reasonable attempt to contact the County, and allow the Contractor to make corrective action; or
- d. By Contractor, if County fails to pay timely all amounts due under this Agreement including, but not limited to, all amounts pursuant to and in accordance with the specifications of Exhibit A -Fee Schedule; or
- e. 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. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of Contractor at the rate set out in Section C of the Service Agreement.

**14. Compensation (*Disclosed pursuant to and in accordance with the 408(b)(2) regulation*)**

TWENTY THOUSAND FIVE HUNDRED DOLLARS (\$20,500.00) shall be billed to and paid quarterly by Client.

Any compensation received from Client's service provider, directly attributable to Client's plan shall be used to offset the above fee. Such compensation shall include commissions and/or additional compensation; commissions are a percentage of the account invested in a particular product, additional discretionary compensation may be paid by a record-keeper (from their corporate assets, not the plan's assets) based on the type of work and size/scale of business handled by an advisor. In no event shall the compensation received be greater than the above stated fee level.

**15. Acknowledgement of Disclosure Statement**

Client hereby acknowledges receipt of Adviser's Disclosure Statement as required pursuant to Rule 204-3 (17CFR 275.204-3) under the Investment Advisers Act of 1940 prior to or contemporaneously with execution of this Agreement.

**16. Dispute Resolution**

Any dispute arising out of or relating to this Agreement shall be resolved in accordance with mutually agreed process and procedures. All negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. Except as provided otherwise in this Agreement, each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

This Agreement shall be governed by, and shall be construed in accordance with, the laws of the state of New Mexico without regard to any state choice-of-law statutes, and any applicable federal law. All disputes between Adviser and Client arising out of or related to this Agreement shall be resolved in Los Alamos, New Mexico. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of the Services.

**17. Entire Agreement**

Service Agreement AGR18-30b and this Agreement represents the entire agreement and understandings between the parties hereto with respect to the investment and management of the Client's account and supersedes all prior negotiations and agreements.

**18. Amendments.**

No modifications, amendments or attempted waiver of any provisions of this Agreement shall be valid unless in writing and signed by both parties hereto.

**19. Assignment**

Neither party to this Agreement shall assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other. Further, this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

**20. Headings.**

All headings used in this Agreement are for convenience of reference only and shall not form part of or affect the construction or interpretation of any of its provisions.

**21. Severability.**

If any term or condition of this Agreement shall be held or made invalid or unenforceable to any extent or in any application, whether by statute, rule, regulation, decision of tribunal or otherwise, then the remainder of this Agreement, and such term or condition except to the extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.

**22. Governing Law.**

This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted under the laws of the state of New Mexico.

The Parties intend and hereby cause this Agreement to be effective as of July 1, 2018 (the "Effective Date"). Agreed and Accepted by:

_____ Harry Burgess, County Manager	_____ Signature	_____ Date
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Accepted by: NFP Retirement, Inc.  
120 Vantis, Suite 400  
Aliso Viejo, CA 92656

_____ Signature of Representative	_____ Title	_____ Date
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_____ Signature (Authorized Officer)	_____ Title	_____ Date
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## **Privacy Policy**

NFP Retirement requires that you provide current and accurate financial and personal information. NFP Retirement shall protect the information you have provided in a manner that is safe, secure and professional. NFP Retirement and its employees are committed to protecting your privacy and to safeguarding that information.

### **Safeguarding Customer Documents**

We collect non-public customer data in checklists, forms, in written notations, and in documentation provided to us by our customers for evaluation, registration, licensing or related consulting services. We also create internal lists of such data.

During regular business hours access to customer records is monitored so that only those with approval shall access the files. During hours in which the company is not in operation, the customer records shall be locked.

No individual who is not so authorized shall obtain or seek to obtain personal and financial customer information. No individual with authorization to access personal and financial customer information shall share that information in any manner without the specific consent of a firm principal. Failure to observe NFP Retirement procedures regarding customer and consumer privacy shall result in discipline and may lead to termination.

### **Sharing Nonpublic Personal and Financial Information**

NFP Retirement is committed to the protection and privacy of its customers' and consumers' personal and financial information. NFP Retirement shall not share such information with any affiliated or nonaffiliated third party except:

- a. When necessary to complete a transaction in a customer account, such as with the clearing firm or account custodians;
- b. When required to maintain or service a customer account;
- c. To resolve customer disputes or inquiries;
- d. With persons acting in a fiduciary or representative capacity on behalf of the customer;
- e. With rating agencies, persons assessing compliance with industry standards, or to the attorneys, accountants and auditors of the firm;
- f. In connection with a sale or merger of NFP Retirement's business;
- g. To protect against or prevent actual or potential fraud, identity theft, unauthorized transactions, claims or other liability;
- h. To comply with federal, state or local laws, rules and other applicable legal requirements;
- i. In connection with a written agreement to provide investment management or advisory services when the information is released for the sole purpose of providing the products or services covered by the agreement;
- j. In any circumstances with the customer's instruction or consent; or
- k. Pursuant to any other exceptions enumerated in the California Information Privacy Act.

### **Marketing Materials**

Client acknowledges and agrees that, absent an affirmative election to the contrary, NFP Retirement shall have the right to use Client's name, logo, and description in its marketing activities and materials without further notice to or consent by Client.

### **Opt-Out Provisions**

It is not a policy of NFP Retirement to share nonpublic personal and financial information with affiliated or unaffiliated third parties except under the circumstances noted above. Since sharing under the circumstances noted above is necessary to service customer accounts or is mandated by law, there are no allowances made for clients to opt out.

## Budget Revision 2018-14 Otowi Well

Board of Public Utilities Meeting Date: May 16, 2018

Council Meeting Date: May 22, 2018

	Fund/Dept	Brass Org	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	Water Production Fund	WP7xxx - 8369		\$ 350,000		\$ (350,000)
<p><b>Description:</b> The purpose of this budget revision is to increase the expenditure budget by \$350,000 for possible change orders to the construction contract for Otowi Well No 2 (Contract: AGR17-30). No amendment necessary because the agreement allows for change orders (for unforeseen conditions in drilling the well) to increase funding up to the total amount budgeted.</p> <p><b>Fiscal Impact:</b> The net fiscal impact to the Water Production Fund is an increase to expenditures and a decrease to fund balance in the amount of \$350,000.</p>						

## Budget Revision 2018-15 Mesa Public Library

Council Meeting Date: May 22, 2018

### Applicable to Motion 1 and 2

	Fund/Dept	Brass Org	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	General Fund - Major Facilities Maintenance (bring forward from FY19)	F66911-8369		\$ 1,134,858		\$ (1,134,858)
1	CIP Fund - White Rock Civic Center	C65118-8369 9601		\$ (430,000)	\$ (430,000)	
1	General Fund - Major Facilities Maintenance	F66911-8369 7631		\$ 430,000	\$ 430,000	
1	General Fund - Major Facilities Maintenance	F66911-8369		\$ (30,374)	\$ (30,374)	
1	CIP Fund - Art in Public Places	C65704 xxxx		\$ 30,374	\$ 30,374	

**Description:** The purpose of this budget revision is to increase the expenditure budget in Major Facilities Maintenance by \$1,534,484 to fund the Mesa Public Library HVAC System Improvements Project (excluding the LED Lighting). The total project budget is \$3,129,404 which includes \$30,374 for Art in Public Places. This budget revision provides authority to move a portion of the FY2019 MFM budget designated for this project to FY2018 to accommodate awarding the contract to allow for the project to be completed prior to heating season. The White Rock Civic Center project is complete and the \$430,000 is the remaining unspent budget.

**Fiscal Impact:** The net fiscal impact to the General Fund is an increase in expenditures of \$1,534,484, an increase in transfers in of \$430,000, an increase in transfers out of \$30,374 and a decrease to fund balance for \$1,134,858. The next impact to the CIP Fund is to reduce expenditures by and increase transfers out by \$399,626, increase transfers in by \$30,374 and increase transfers out by \$430,000.

### APPLICABLE TO MOTION 2: ALTERNATIVE 1 - CIP Fund Balance

	Fund/Dept	Brass Org	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
2A	CIP Fund	C65538 9601			\$ (531,294)	\$ (531,294)
2A	General Fund - Major Facilities Maintenance	F66911-8369 7631		\$ 531,294	\$ 531,294	
2A	General Fund - Major Facilities Maintenance	F66911-8369			\$ (5,313)	\$ (5,313)
2A	CIP Fund - Art in Public Places	C65704 xxxx		\$ 5,313	\$ 5,313	

**Description:** The purpose of this budget revision is to increase the expenditure budget in Major Facilities Maintenance by \$531,294 to fund the LED Replacement Lighting portion of the Mesa Public Library HVAC System Improvements Project. The construction expense for the lighting is \$641,603 + \$46,917 GRT. Alternative 1 is to fund this portion of the project by reducing Fund Balance in the CIP Fund. If included in the project budget, \$531,294 is from CIP Fund Balance and the remainder of \$157,226 is obtained by reducing the contingency for a total project budget of \$3,665,091. Estimated available fund balance in the CIP Fund prior to this revision is \$1.8 million.

**Fiscal Impact:** The net fiscal impact to the General Fund is to increase expenditures in by \$531,294, increase transfers out and reduce fund balance by \$5,313. The net fiscal impact to the CIP Fund is to reduce fund balance and increase transfers-out by \$531,294 and to increase expenditures and transfers in by \$5,313.

## Budget Revision 2018-15 Mesa Public Library

Council Meeting Date: May 22, 2018

### ***APPLICABLE TO MOTION 2: ALTERNATIVE 2 - General Fund, Fund Balance***

	<b>Fund/Dept</b>	<b>Brass Org</b>	<b>Revenue (decrease)</b>	<b>Expenditures (decrease)</b>	<b>Transfers In(Out)</b>	<b>Fund Balance (decrease)</b>
2B	General Fund - Major Facilities Maintenance	F66911-8369 7631		\$ 531,294		\$ (531,294)
2B	General Fund - Major Facilities Maintenance	F66911-8369			\$ (5,313)	\$ (5,313)
2B	CIP Fund - Art in Public Places	C65704 xxxx		\$ 5,313	\$ 5,313	

**Description:** The purpose of this budget revision is to increase the expenditure budget in Major Facilities Maintenance by \$531,294 to fund the LED Replacement Lighting portion of the Mesa Public Library HVAC System Improvements Project. The construction expense for the lighting is \$641,603 + \$46,917 GRT. Alternative 1 is to fund this portion of the project by reducing Fund Balance in the General Fund. If included in the project budget, \$531,294 is from General Fund fund balance and the remainder of \$157,226 is obtained by reducing the contingency for a total project budget of \$3,665,091. Estimated available unassigned fund balance in the General Fund is \$15.6 million with \$3.3 million available above the 20% unassigned fund balance target level.

**Fiscal Impact:** The net fiscal impact to the General Fund is to increase expenditures \$531,294, decrease fund balance by \$536,607 and increase transfers out by \$5,313. The net fiscal impact to the CIP fund is to increase expenditures and transfers in by \$5,313.

**Incorporated County of Los Alamos**  
**Authorized Signers on Bank and Investment Accounts**  
**May 2018**

- A.** The following individuals are authorized signers for the accounts listed below, with two signatures required for most (see notes below) check disbursement transactions.

Arthur H. (Harry) Burgess III, County Manager  
Steven S. Lynne, Deputy County Manager  
Helen M. Perraglio, Chief Financial Officer  
Melissa Meyer, Deputy Chief Financial Officer  
Karen Kendall, Budget and Performance Manager  
Thomas Vigil, Accounting Operations Manager  
Margot Liberty, Senior Management Analyst

	<b>Institution</b>	<b>Account Name/Purpose</b>	<b>Account # For Finance Use Only</b>
1.	Los Alamos National Bank	General Checking, Savings and CD Accounts	
2.	Los Alamos National Bank	Landfill Closure Reserve	
3.	Los Alamos National Bank	Employee Flexible Spending Account	
4.	Los Alamos National Bank	GRT Revenue Bond Debt Service Account	
5.	Los Alamos National Bank	Utility Resource Pool Checking	
6.	Los Alamos National Bank	Library Gift Funds	
7.	Los Alamos National Bank	County Manual Checks	
8.	Los Alamos National Bank	LA County Ambulance Billing	
9.	Los Alamos National Bank	Safe Deposit Box #2230000-1-1087	
10.	First National Bank of Santa Fe	Savings and CD Accounts	
11.	Wells Fargo Bank	Debt Service Accounts	
12.	Wells Fargo Bank	Debt Service Bond Reserve	
13.	Wells Fargo Bank	Purchasing Card Clearing Account	
14.	Bank of Albuquerque, N.A.	Loan Reserve – NMFA Loan	
15.	Bank of Albuquerque, N.A.	Trustee Account for Certain Investments	
16.	State Treasurer's Pool (LGIP)	General County Pooled Equity Accounts	
17.	State Investment Council	Permanent Fund	
18.	State Investment Council	Cemetery Fund	
19.	State Investment Council	General County Pooled Equity	
20.	Public Trust Advisors, LLC	Authorized Investments	
21.	New Mexico Finance Authority	Trustee Account – NMFA Loan	

- B.** The following individuals are authorized signers for the **Bank of Albuquerque Reclamation and Decommissioning Trust** accounts, which is used by the Department of Public Utilities for costs associated with the San Juan decommissioning and mine reclamation.

Steven S. Lynne, Deputy County Manager  
Helen M. Perraglio, Chief Financial Officer  
Melissa Meyer, Deputy Chief Financial Officer  
Karen Kendall, Budget and Performance Manager  
Margot Liberty, Senior Management Analyst  
Thomas Vigil, Accounting Operations Manager  
Robert Westervelt, Deputy Utility Manager Finance and Admin  
Catherine D'Anna, Business Operations Manager

ATTACHMENT A

Los Alamos County Council
Regular Session
May 22, 2018
Item 7G

**Incorporated County of Los Alamos**  
**Authorized Signers on Bank and Investment Accounts**  
**May 2018**

	<b>Institution</b>	<b>Account Name/Purpose</b>	<b>Account # For Finance Use Only</b>
22.	Bank of Albuquerque, N.A.	LA County Reclamation Trust	
23.	Bank of Albuquerque, N.A.	LA County Decommissioning Trust	

- C. The following individuals are authorized signers for the **Small Purchase Checking** account with a maximum transaction amount of \$250.00. Checks are issued to individuals authorized by the departments, and used to expedite the purchase of services and small items not stocked in the warehouse.

Steven S. Lynne, Deputy County Manager  
Helen M. Perraglio, Chief Financial Officer  
Melissa Meyer, Deputy Chief Financial Officer  
Karen Kendall, Budget and Performance Manager  
Margot Liberty, Senior Management Analyst  
Thomas Vigil, Accounting Operations Manager  
Annalisa Miranda, Chief Purchasing Officer  
Carmela Salazar, Senior Buyer  
Lillie Martinez, Buyer  
Billy Baum, Buyer

	<b>Institution</b>	<b>Account Name/Purpose</b>	<b>Account # For Finance Use Only</b>
24.	Los Alamos National Bank	Small Purchase Checking	

- D. The following individuals are authorized signers for the **Municipal Court Bond** account, which is used to account for bonds posted and then refunded or forfeited.

Alan S. Kirk, Municipal Judge  
Juanita McNiel, Court Administrator  
Steven S. Lynne, Deputy County Manager  
Helen M. Perraglio, Chief Financial Officer  
Melissa Meyer, Deputy Chief Financial Officer  
Margot Liberty, Senior Management Analyst

	<b>Institution</b>	<b>Account Name/Purpose</b>	<b>Account # For Finance Use Only</b>
25.	Los Alamos National Bank	Municipal Court Bond Account	

**Incorporated County of Los Alamos**  
**Authorized Signers on Bank and Investment Accounts**  
**May 2018**

- E. The following individuals are authorized signers for the **Employee Fund** account.

Shirley Huber, Office Specialist  
Bernadette Martinez, Senior Human Resources Technician  
Margot Liberty, Senior Management Analyst

	<b>Institution</b>	<b>Account Name/Purpose</b>	<b>Account # For Finance Use Only</b>
26.	Los Alamos National Bank	Employee Fund Account	

- F. The following Individuals are authorized signers for the **Police Operations Savings**, which is used for discretionary purposes by the Los Alamos Police Department.

Oliver Morris, Police Commander  
James S. Rodriguez Jr., Police Sergeant  
Karen Kendall, Budget and Performance Manager  
Margot Liberty, Senior Management Analyst

	<b>Institution</b>	<b>Account Name/Purpose</b>	<b>Account # For Finance Use Only</b>
27.	Los Alamos National Bank	Police Operations Savings	

- G. The following individuals are authorized signers for the **LA Crimestoppers** account, which is used for discretionary purposes by the Los Alamos Police Department.

Oliver Morris, Police Commander  
Preston Ballew, Police Commander  
James S. Rodriguez, Police Sergeant  
Karen Kendall, Budget and Performance Manager  
Margot Liberty, Senior Management Analyst

	<b>Institution</b>	<b>Account Name/Purpose</b>	<b>Account # For Finance Use Only</b>
28.	Los Alamos National Bank	LA Crimestoppers	

This list of Authorized Signers was approved by County Council on \_\_\_\_\_

\_\_\_\_\_  
David Izraelevitz, Council Chair

**Incorporated County of Los Alamos**  
**Authorized Signers on Bank and Investment Accounts**  
**May 2018**

**H.** The following is some additional information concerning certain County bank accounts. The numbering schema below corresponds with the numbered account from table **A** on page 1 of this document;

	<b>Institution</b>	<b>Account Name/Purpose</b>	<b>Notes to Account</b>
1.	Los Alamos National Bank	General Checking, Savings and CD Accounts	Two signatures are required on checks.
4.	Los Alamos National Bank	GRT Revenue Bond Debt Service Account	Account required by bond covenants.
5.	Los Alamos National Bank	Utility Resource Pool	Account required by DOE
8.	Los Alamos National Bank	LA County Ambulance Billing	To segregate incoming ambulance receipts from the third-party ambulance billing company.
9.	Los Alamos National Bank	Safe Deposit Box #2230000-1-1087	Safe deposit box was established in 1976 for the purpose of a time capsule. Safe Deposit Box may not be accessed until the tri-centennial in 2076.
11.	Wells Fargo Bank	Debt Service Clearing Accounts	Account required by bond covenants.
12.	Wells Fargo Bank	Debt Service Bond Reserve	Account required by bond covenants.
13.	Wells Fargo Bank	Purchasing Card Clearing Account	Was established for clearing payments made through the Wells one Purchasing Card Program.
14.	Bank of Albuquerque, N.A.	Loan Reserve – NMFA Loan	Was established pursuant to the NMFA loan agreements.
15.	Bank of Albuquerque, N.A.	Trustee Account for Certain Investments	Was established as a general trustee account for holding County investments.
16.	State Treasurer’s Pool (LGIP)	General County Pooled Equity Accounts	Account is maintained with the State Treasurer’s Local Government Investment Pool for short-term investments depending on yield (used similar to checking or savings account)
17.	State Investment Council	Permanent Fund	Maintained within the State Investment Council’s Long-term Investment Pool to facilitate accounting of long-term funds.
18.	State Investment Council	Cemetery Fund	Maintained within the State Investment Council’s Long-term Investment Pool to facilitate accounting of long-term funds.
19.	State Investment Council	General County Pooled Equity	Maintained within the State Investment Council’s Long-term Investment Pool to facilitate accounting of long-term funds.
20.	Public Trust Advisors, LLC	Authorized Investments	Acknowledges that the County has contracted with Public Trust Advisors to purchase securities from qualified brokers on the County’s behalf – all purchased securities are then held with a third-party trustee – Bank of Albuquerque
21.	New Mexico Finance Authority	Trustee Account – NMFA Loan	Was established pursuant to the NMFA loan agreements.
22.	Bank of Albuquerque, N.A.	LA County Reclamation Trust	To account for the Department of Public Utilities’ share of decommissioning costs for the coal mine supplying the San Juan Power Plant.
23.	Bank of Albuquerque, N.A.	LA County Decommissioning Trust	To account for the Department of Public Utilities’ share of the mine reclamation for the San Juan Power Plant.