



**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" or "Plan Sponsor"), and **Sentinel Benefits Group, LLC**, a Delaware corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes July 1, 2025 ("Effective Date").

WHEREAS, County requires trustee and recordkeeping services for the Incorporated County of Los Alamos Employee Pension Plan and Trust, and;

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 25-39 ("RFP") on January 14, 2025, requesting proposals for Provider(s) of Pension Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated February 25, 2025, ("Contractor's Response"); and

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

WHEREAS, the County Council approved this Agreement at a public meeting held on May 20, 2025; and

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

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

SECTION A. DEFINITIONS: In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement. Where a definition is not defined, the standard meaning applies:

1. "Plan Sponsor" means the adopting employer of the Plan, the Incorporated County of Los Alamos, New Mexico.
2. "Plan Administrator" means the Plan Sponsor or, the County Manager, as designated by County Council.
3. "Participant Delegate" means Plan participants who serve at the pleasure of the County. Participant Delegates provide non-binding advice to the Plan Administrator and Plan Sponsor on matters concerning Plan decisions and actions which the Plan Administrator and Plan Sponsor deem important to Plan Participants, and communicate to the Administrator concerns Participants have about the operation of the Plan.

SECTION B. SERVICES:

- I. **GENERALLY:** Contractor shall provide administrative, trustee and recordkeeping services (“Services”) for the Incorporated County of Los Alamos, New Mexico, Pension Plan and Trust (“the Plan”), as follows:

- a. **ASSET SERVICES:**

- i. Contractor shall provide certain ministerial administrative and recordkeeping services to participants of the Plan (Plan Participants) and County who is the sponsor of Plan;
 - ii. Contractor shall facilitate custody, trustee and paying agent services for Plan assets through Charles Schwab Bank
 - iii. Contractor shall provide an account for revenue sharing and fee reconciliation which houses any revenues generated by the funds that are attributable to the Plan, as applicable. These revenues will be used to offset Plan costs at the Plan Sponsor’s direction.
 - iv. Contractor shall maintain Employee Retirement Income Security Act (ERISA) level fidelity bonds and insurance as follows:

	Blanket Bond	Errors & Omissions Insurance	Directors & Officers Liability	General Liability
Name of Insurer	Berkshire Hathaway	Various	Various	Chubb
Policy Limit	\$10M	\$10M	\$10M	\$25M
Scope of Asset Protections	Employee Crime	Negligence or Mistakes	Legal Fees and Other Costs	General Liability

- b. **TRADING SERVICES:**

- i. Contractor shall reconcile participant contributions totals to sponsor-provided payroll contribution totals. Trades for contributions shall be ordered the business day following receipt by Charles Schwab Bank.
 - ii. Contractor shall invest and record contributions made to the Plan in a timely manner, usually daily but in no case more than seventy-two (72) hours of receipt of valid transaction file and verified funds submitted by County Payroll Staff.
 - iii. Contractor shall provide daily valuations of Plan Participant accounts.
 - iv. Contractor shall provide the Plan with access to an open architecture investment platform with no proprietary fund requirements or restrictions.
 - v. Contractor shall offer fund investment options pursuant to the Plan’s Investment Policy Statement as described in Exhibit A, attached hereto and incorporated herein for all purposes. The fund options shall be directed by the Plan Sponsor in classes selected by the Plan Administrator.
 - vi. Charles Schwab Bank shall execute trades requested by Participants. The timing of the transfers will either be same-day or based on trade restrictions.
 - vii. Contractor shall provide transaction confirmation to Participants via email.

- viii. Contractor shall provide a process for adding or removing investment options from the Plan's investment menu which complies with the Plan's objectives, regulatory requirements, and fiduciary best practices all as directed by the Plan Sponsor.

c. CONTRIBUTION AND DISTRIBUTION/WITHDRAWAL SERVICES:

- i. Contractor shall work with County to determine a data transmission method for payroll contribution files that is acceptable to both Parties.
- ii. Contractor shall, as needed, develop a distribution process including all required forms, notices, and consents which will provide for the timely and accurate distribution of assets, to include true trustee-to-trustee transfers.
- iii. Contractor shall maintain and keep separately a record for all the Mutual Benefit Life (MBL) accounts (MBL Basic Employer Accounts, MBL Supplemental Employer Accounts, MBL Participant Mandatory Accounts, and MBL Voluntary Accounts).
- iv. Contractor shall process Plan Participant transactions in accordance with Plan Participant instructions in a timely manner, usually daily but in no case more than seventy-two (72) hours of receipt of transaction file submitted by County Payroll Staff;
- v. Contractor shall collect dividend and interest income and apply it to Plan Participant accounts as applicable;
- vi. Contractor shall provide for processing of existing and new Plan Participant Loans as described in the Plan Document and Loan Policy as described in Exhibit B - Loan Policy, attached hereto and incorporated for all purposes).

d. STAFFING:

- i. Contractor shall provide a team of qualified staff, with a dedicated plan consultant, to provide Services to the Plan.
- ii. Contractor shall provide a dedicated client manager to the Plan.
- iii. Contractor shall provide an ERISA attorney on staff who is dedicated to defined contribution issues and knowledgeable about governmental plans.

e. COMMUNICATION AND CUSTOMER SERVICE;

- i. Contractor shall provide for toll-free telephone and internet access to Plan Participants to make investment changes between funds;
- ii. Contractor shall provide customer service to Plan Participants through toll-free telephone and internet access.
- iii. Contractor shall assist County with drafting communication to Plan Participants when investment options are added to or removed from the Plan investment line-up;
- iv. Contractor shall develop administrative forms and processes as requested by the Plan Administrator, or designee, which may include but are not limited to beneficiary designation and Plan Participant vesting notifications, deemed loans, and Qualified Domestic Relations Orders (QDROs).
- v. Contractor shall continue County's current enrollment process, or as requested by County, develop a Plan Participant enrollment process acceptable to County, and provide appropriate enrollment forms for the Plan Participants and Plan Administrator.
- vi. Contractor shall prepare registration documents for transfer agents for in-kind distributions.

- vii. Contractor shall meet at least annually with County's Benefits and Pension Manager, Plan Administrator, and Participant Delegates virtually, or in-person, as mutually agreed upon by both Parties.

f. STATEMENTS AND REPORTING:

- i. Contractor shall provide a quarterly statement to Plan Administrator, within thirty (30) business days after the end of the quarter, accounting for all assets within each Plan Participant account, which is provided directly to Plan Participants, by mail or email, as directed by Plan Participants.
- ii. Contractor shall provide a list of Plan Participants to Benefits and Pension Manager, each quarter, identifying statements returned from the U.S. Mail identified as undelivered.
- iii. Contractor shall provide a quarterly report to Plan Administrator, within thirty (30) business days after the end of the quarter, to include the following information for each Plan Participant and summary totals for the Plan:
 - 1. Market value, at the beginning of the accounting period
 - a. Plus - Contributions from employee
 - b. Plus - Contributions from employer
 - c. Plus (Minus) – Investment gains (losses)
 - d. Minus – Withdrawals
 - e. Plus (Minus) – Transfers
 - f. Plus (Minus) – Loan Activity
 - g. Plus (Minus) – Other (fees, etc.)
 - 2. Market Value at end of Accounting Period reported by Contribution Source and Investment type.
 - 3. Contractor shall provide to Plan Administrator a summary total report of the above-referenced quarterly reports within thirty (30) days following the end of the Plan year.
- iv. Contractor shall produce an annual cumulative Trust Statement within sixty (60) days of the end of the Plan year, as well as reports as requested by the Plan Administrator, and make those reports available on Contractor's secure website.
- v. Contractor shall provide annual and quarterly reports, participant-level contributions, withdrawals and fee disclosures with all fees charged reported with full transparency, to Benefits and Pension Manager and Plan Administrator.
- vi. Contractor shall forward notices of Contractor's corporate actions to the Plan Administrator within ten (10) business days of said action.
- vii. Contractor shall provide a copy of Contractor's annual independent audit to County within thirty (30) days of receipt of audit report.
- viii. Annually, as requested, Contractor shall provide all available Plan records for annual audit of the Plan by an independent auditor selected by County to designated County Finance staff.
- ix. Contractor shall provide monthly reconciliation reports showing deposits to the trust, investment earnings, withdrawals, expenses, and any other transactions to the Plan Administrator or designee.

g. COMPLIANCE AND FIDUCIARY RESPONSIBILITY SERVICES:

- i. Contractor shall assist County with meeting its fiduciary responsibilities by providing review and recommendations for regulatory changes, of the following:

1. Plan Delegate team structure; and
 2. Investment Policy Statement.
 - ii. Contractor shall monitor the Plan's activity to insure compliance with the Plan document and all applicable federal and state laws and regulations.
 - iii. Contractor shall timely complete any required Internal Revenue Service (IRS) and Department of Labor (DOL) filings, as well as any testing applicable to government plans under the Internal Revenue Code (IRC).
 - iv. Contractor shall, via Charles Schwab Bank, prepare and timely submit Form 1099R to Plan Participants and the IRS.
- II. Plan Sponsor acknowledges that the timely provision of accurate, consistent and complete data and other information provided to Contractor is essential to the proper delivery of the Services and Contractor is entitled to rely on such information. Plan Sponsor agrees to promptly notify Contractor in writing of any material change in the information provided to Contractor and to promptly provide any such additional information as may be reasonably requested by Contractor and necessary for Contractor's performance of the Services.

SECTION C. TERM: The term of this Agreement shall commence July 1, 2025, and shall continue through June 30, 2032, unless sooner terminated, as provided herein.

SECTION D. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed **FIVE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$560,000.00)**, which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the compensation rate schedule set out in Exhibit C, attached hereto and made a part hereof for all purposes.
2. **Total Not-to-Exceed Compensation Amount** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services originally estimated by County and specified herein, unless approved by amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an amendment to this Agreement. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of reimbursable expenses and additional and optional services, does not exceed the not-to-exceed amount of this Agreement or any subsequent amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount, inclusive reimbursable expenses and additional meetings, is not a just and lawful debt payable to Contractor.
3. **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 E. 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 F. 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 County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

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

SECTION I. 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 J. 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, stating 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) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) 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; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
5. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

SECTION K. 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 L. DUTY TO ABIDE: 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.

SECTION M. 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 N. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION O. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to

any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION P. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION Q. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION R. 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; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION S. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION T. 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 U. 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 V. TERMINATION:

- 1. Generally.** The County Manager 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 D. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION W. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Benefits and Pension Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 230
Los Alamos, New Mexico 87544
E-mail: benefits@lacnm.us

Contractor:

VP Strategic Relationships and Plan Consulting
Sentinel Benefits Group, LLC
PO Box 4010
Wakefield, MA 01880

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

E-mail: ~attorney@lacnm.us

SECTION X. 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 authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION Y. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Z. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION AA. 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.

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

SECTION AC. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the Parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

SECTION AE. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit D. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

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

MICHAEL D. REDONDO
COUNTY CLERK

BY: _____ **DATE**
ANNE W. LAURENT
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

SENTINEL BENEFITS GROUP, LLC, A DELAWARE CORPORATION

BY: _____ **DATE**
ROB DIMASE
PARTNER

**Exhibit A
Investment Policy Statement
AGR25-39a**

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO PENSION PLAN AND TRUST

INVESTMENT POLICY REVISED SEPTEMBER 24, 2019

The Plan Administrator of the Incorporated County of Los Alamos, New Mexico Pension Plan and Trust ("Plan") hereby adopts this Investment Policy effective October 27, 2019.

I. RECITALS: This Plan is sponsored by the Incorporated County of Los Alamos, New Mexico ("Employer"). The County Council serves with authority of the Employer to bind the Plan. The Plan is a defined contribution plan. The Plan provides for participant direction of investments.

Although the Plan permits participant direction, the Plan fiduciaries select the investment alternatives offered under the Plan. The Plan Administrator also reviews the performance of the funds selected and the Plan Delegates, a group of representative employees, are appointed by the County Manager to hear quarterly Plan investment performance reports from the Investment Advisor. Based on those reports, the Delegates will provide non-binding advice to the Plan fiduciaries on matters concerning Plan decisions and actions which the Plan Fiduciaries deem important to Participants and to communicate to the Plan Fiduciaries. The decisions and actions of the Plan fiduciaries do not require the consent of the Delegates. The role of the Delegates will not affect an individual Participant's right to receive information concerning the Plan to which he or she is entitled under the Plan document and Plan policies. The County Council has identified the County Manager as designee of the County Council for administrative decisions regarding the Plan, and as a Plan fiduciary.

In general, there will be at least seven investment alternatives available to participants, including a cash equivalent fund, a fixed income fund, one or more asset allocation fund(s), and different asset class equity-based funds.

II. PURPOSE OF INVESTMENT POLICY: This Investment Policy lists the types of investment alternatives available to participants under this Plan, the purpose and risk factors associated with each fund and the procedures and standards the Plan Administrator will apply in evaluating each investment alternative. This Investment Policy is intended to assist the Plan Administrator by establishing nonbinding guidelines for making investment-related decisions in a prudent manner.

III. INVESTMENT ADVISOR: The Plan Administrator should select an Investment Advisor, which at the direction of the Plan Administrator, may be employed to:

- A. Assist in the selection of investment alternatives for the Plan;
- B. Provide an independent professional opinion as to the management of the Plan assets;
- C. Provide a quarterly performance review of Plan assets as measured against style-appropriate indices (i.e., using the Russell 2000 Value Index for small cap value investments), as well as style-appropriate peer groups;
- D. Provide investment education to participants; and

- E. Address concerns and answer questions that may be deemed necessary by the Plan Administrator, Participant Plan Delegates or participants.
- F. Review the underlying investments of the Plan's models that utilize available investment alternatives to make it as easy as possible for participants to invest their accounts in accordance with their individual risk tolerance levels. Generally, the models should be design with conservative, moderately conservative, moderate, moderately aggressive, and aggressive allocations.

IV. AVAILABLE INVESTMENT ALTERNATIVES: The investment alternatives available under the Plan will be a money market, stable value fund (or other investment vehicle with a primary goal of principal preservation, and various other vehicles invested in a broad array of asset classes. A minimum of seven funds must be offered under the Plan. In selecting the available investment alternatives, a broad range of distinct investment categories should be offered. The funds selected should be materially different from one another in terms of respective risk and return characteristics, and in the aggregate, should enable a participant to create a portfolio that reflects the participant's risk and return objectives. At a minimum, the following asset categories should be made available under the Plan.

- A. Principal Preservation Fund. The principal preservation fund should invest in a variety of short term, high quality, debt securities that are low in risk and highly marketable. The object of the fund should be preservation of principal and daily liquidity. This should be a low risk investment.
- B. A minimum of six additional investments in distinct categories. Examples include Mid-Cap Growth, Large Growth, Large Value, Small Blend, Foreign Large Value, etc. These funds should be composed of investments in stocks, and/or bonds. The purpose of having these funds is to enable participants to invest in diverse categories in accordance with their individual risk tolerance levels.

Qualified Default Investment Alternative: The Qualified Default Investment Alternative (QDIA) will serve as a default investment fund in the absence of direction from the participant. It may be a life-cycle or targeted retirement date fund(s), models (risk- and/or time-based) or a balanced fund. The selected fund(s) shall not impose unreasonable financial penalties or otherwise unreasonably restrict the ability of a participant or beneficiary to transfer the investment from the QDIA to any other investment alternative available under the Plan.

In the event a target date suite of funds is selected as the Plan's QDIA a review of Plan's demographics to determine a best fit of glidepath(s) will be undertaken. In addition to the glidepath, underlying investments, and utility of use will be considered.

V. ASSET ALLOCATION: The allocation of financial assets between the investment alternatives will be driven by each participant's selection according to his/her individual risk tolerance given the investment alternatives. Each participant will be given a quarterly participant statement which states the performance of that participant's investments in the Plan for the past quarter. Each participant will have the ability to reallocate assets, if desired. In the absence of a participant's written investment election, all contributions will be defaulted into the Plan's QDIA.

VI. PERFORMANCE: The Plan should diversify the plan investments to minimize the risk of large losses to the plan. However, as the Plan permits participants to direct their investments, the Plan fiduciaries are relieved from losses the Plan may incur if the losses result from the participant's investment directions. The Plan fiduciaries, however, still select the investment alternatives offered to the participants under the Plan, and review the investment performance of

the various investment alternatives available under the Plan. If a particular investment alternative is not performing according to the standards set forth under the Investment Policy, the Plan Administrator will replace that investment alternative with another investment alternative unless the Plan Administrator, under the circumstances, does not deem it prudent to do so. Additionally, the Plan Administrator will review the various investment alternatives available under the Plan to make certain each fund is performing reasonably according to the tenor of the investment market for that type of investment alternative. The Plan Administrator will receive advice from the Investment Advisor as to the performance of the funds. In reviewing a fund's performance, consideration should be given to the following factors:

- A. The risk and return performance of the fund relative to other funds in its style-appropriate peer group.
- B. The risk and return performance of the fund relative to a recognized style-appropriate benchmark for its class.
- C. Whether there has been a change in the manager of a fund.
- D. Whether the behavior of the investment for a particular fund is consistent with the fund's asset classification. If there has been a style drift, care must be taken to insure that the requirements of Section IV are satisfied.
- E. Additional factors may be contained in an Addendum hereto.

Where prudent the Plan Administrator may place a fund failing to meet the above factors on the watch list. If a fund remains on the watch list for four consecutive quarters, or five out of eight quarters, the Plan Administrator may decide, where prudent, to freeze, remove, or replace a fund. Additionally, if under the facts and circumstances then prevailing, the Plan Administrator deems it prudent to take action on an investment earlier than four consecutive quarters or five out of quarters on watch list Plan Administrator may do so.

The Plan Administrator will evaluate and choose an investment or set of investments, or multiple investments, to serve as the default investment(s) for the Plan. The default investment(s) will be the designated investment for moneys contributed to the Plan by participants and/or the Plan for which the Plan has no active employee direction on file.

Asset allocation investments and/or accounts (risk-based or target date-based) may be considered as the Plan's default investment strategy due to the inherent benefits these options provide to participants including the diversification of assets across multiple asset classes. The intent on selection of an asset allocation investment(s) as the default is to meet the requirements of a qualified default investment alternative (QDIA) under the terms of section 404(c)(S) of ERISA and the regulations promulgated thereunder.

In the event the Plan Administrator selects a target-date asset allocation solution, a critical component is the respective glidepath which should be reviewed to make sure it is appropriate and prudent as a default, and further that it continues to be appropriate and prudent, for the Plan and Plan's participants. The following criteria may be considered in the selection, and ongoing monitoring, of a target-date asset allocation solution:

- Plan objectives, including, but not limited to; the Plan being a "supplemental" plan vs. the Employer's sole retirement plan which participants are relying on to retire, the existence of additional plans (i.e., defined benefit plan, deferred compensation plan, money purchase pension plan, etc.), potentially impactful additional Plan design elements (i.e., automatic features, level of matching contributions, profit sharing contributions, etc.), whether the Plan's objectives in offering the suite have changed, whether proprietary, custom or nonproprietary

solutions best meet the objectives of a prudent number of eligible employees and whether the glidepath, equity landing point, and age 65 equity exposure, most closely meets the objectives of a prudent number of eligible employees;

- Plan demographic information, including, but not limited to participant deferral rates, account balances and their general degree of investment knowledge (level of investment sophistication), whether a single or multiple glidepath approach would be most prudent for the demographics of the eligible employee population; and
- Participant behavior information, including, but not limited to; the level of participant involvement in the plan before and after retirement and how participants behave with investment and market risk within the plan.

Other considerations may include:

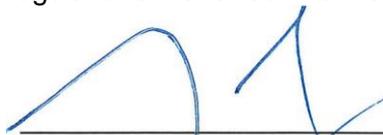
- Whether the Plan objectives in offering the existing suite have changed;
- Whether there have been significant changes in the suite's investment strategy or management team;
- Whether the fees and expenses of the suite are reasonable given the investment management (including glidepath construction, rebalancing, etc.) involved;
- Additional information such as number, and construct, of asset classes used to promote diversification and growth potential within each investment; and
- The management style of the underlying investments be it passive, active, or a core-satellite approach.

In the event the Plan Administrator selects a risk-based asset allocation solution, the investment chosen as a default should be reviewed to make sure it is appropriate and prudent as a default, and further that it continues to be appropriate and prudent for the Plan and Plan's participants. The risk level is a critical component that may be reviewed and considered in the selection and ongoing monitoring of the investment. The chosen investment and its associated risk level should be suitable for the Plan and Plan's participants.

VII COMMUNICATION: On a quarterly basis, written reports will be provided by the Investment Advisors to the Plan Administrator. The reports will include the following: (i) assets held in the fund; and (ii) a risk and return performance study. In the report the Investment Advisor will explain any and all occurrences when the portfolio falls outside of the policies and guidelines and what actions should be taken to correct the situation. As requested by the Plan Administrator, a qualified representative of the Investment Advisor will meet with the Plan Administrator and review investment performance of the Trust, discuss the current economic environment and suggest investment strategy.

The Investment Advisor is also responsible for frequent and open communication with the Plan Administrator and all Plan participants on all significant matters pertaining to the Plan assets.

IX. AMENDMENT/TERMINATION: The Plan Administrator will review, at least annually, the Investment Policy. The Plan Administrator may amend or terminate the Investment Policy at any time depending upon the needs of the Plan, or in order to comply with any other statutes or regulations that affect the Plan.



Plan Administrator's Signature



Manager

27/19

Services Agreement No. AGR25-39a
Sentinel Benefits Group, LLC

**Exhibit B
Loan Policy
AGR25-39a**

**Incorporated County of Los Alamos, New Mexico
Pension Plan and Trust
Loan Policy**

Revised July 1, 2013

The Plan Administrator of this Plan adopts the following loan policy pursuant to the terms of the Plan.

1. Loan Application. Any participant in the Plan may apply for a loan from the Plan. For purposes of this loan policy, the term "participant" means any participant who is a current employee. A participant must apply for each loan in writing with an application on the form prescribed by the Plan Administrator, which specifies the amount of the loan desired, the requested duration for the loan and source of security for the loan. A one-time loan origination fee of \$75.00 will be charged for each loan. An ongoing loan maintenance fee of \$2.00 per month will be charged for the duration of the loan. Loan applicants must make an appointment and meet with Human Resources Division staff, which is responsible for coordinating the processing of loan applications in accordance with this policy.
2. Limitation on Loan Amount. The Plan Administrator will not approve any loan to a participant in an amount, which exceeds 50% of the participant's vested balance (non-forfeitable accrued benefit), as reflected by the books and records of the Plan. Additionally, the loan to any participant may not exceed \$50,000 reduced by the participant's highest aggregate outstanding participant loan balance from all qualified plans of the employer during the twelve month period ending on the date of the loan. A participant may not request a loan for less than \$1,000 and the requested amount must be in even \$100.00 increments.
3. Limitation on Number of Loans. A participant may not have more than one outstanding loan at any time except in the event of an unpaid defaulted loan due to separation from service. Under this circumstance, if reemployed by the County, a participant is allowed to take out a subsequent loan. A participant may not refinance an existing loan with a new loan. After a loan is paid off, there must be a waiting period of six months before the participant is eligible to apply for a new loan. The six-month waiting period may be waived if the participant has one or more of the heavy financial needs as defined in the Plan Document.
4. Evidence and Terms of Loan. Every loan will be documented in the form of a Loan Agreement and Pledge signed by the participant for the face amount of the loan, together with a rate of interest equal to one plus the prime rate as listed in the Wall Street Journal at the time the loan application is processed. The loan will be repaid through payroll deduction or it may be repaid in full with a cashier's check or similar instrument.

Upon any date that the participant terminates employment with and no longer receives a regular paycheck from the County, the participant will have the opportunity to repay a loan in full with a cashier's check or similar instrument. If full repayment is not received by the last day of the calendar quarter following the calendar quarter in which the participant terminates employment, the Plan Administrator will consider the loan to be in default.

The Plan Administrator will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. The Plan Administrator may fix the term for repayment of a home loan for a period not to exceed fifteen years.

A "home loan" is a loan used to acquire a dwelling unit, which, within a reasonable time, the participant will use as a principal residence.

The Plan Administrator may suspend payments for a period not exceeding one year, which occurs during an approved leave of absence, however, a suspension of payments cannot extend the term of the loan beyond five years. Participants should note that the law treats the amount of any loan not repaid when due as a taxable distribution at the time the loan is in default. If a participant does not pay in full a non-home loan having a five year or less repayment term before the fifth anniversary date of the loan, the amount owing as of the fifth anniversary date will be treated as a taxable distribution to the participant.

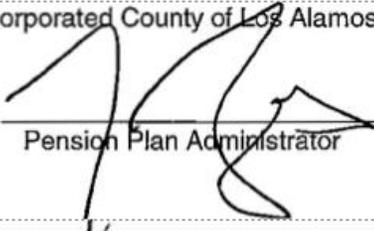
5. Security for Loan. A participant must secure each loan with an irrevocable pledge and assignment of up to 50% of the participant's vested balance under the Plan.
6. Form of Pledge. The pledge and assignment of the required portion of the participant's account balance will be in the form prescribed by the Plan Administrator.
7. Military Service. If a participant separates from service (or takes a leave of absence) from the County of Los Alamos because of service in the military and does not receive a distribution of his/her account balances, the Plan suspends loan repayments until the participant's completion of military service or until the participant's fifth anniversary of commencement of military service, if earlier.
8. Default/Risk of Loss. The Plan Administrator will treat a loan in default if:
 - a. Any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the participant missed the scheduled payment; or
 - b. There is making or furnishing of any representation or statement to the Plan by or on behalf of the participant which proves to have been false in any material respect when made or furnished; or
 - c. The death of the participant.

The participant will have the opportunity to repay the loan in full. Participants who are current employees may resume current status of the loan by paying any missed payment plus interest. After a loan default occurs, if a distribution of the participant's benefit is permissible, the participant's Vested Interest will be reduced or offset by the outstanding principal and interest of the defaulted loan. In such an event, the loan will be considered to have been repaid and the amount of the reduction or offset will be deemed to have been distributed from the Plan. If the participant's Vested Account Balance is less than the loan amount due, the Administrator will take any steps necessary to collect the balance due directly from the participant. If after a loan default occurs, a distribution of the participant's benefit is not permissible, the outstanding balance of the loan will be treated as a deemed distribution. A deemed distribution is treated as a distribution only for certain tax purposes (income, premature distribution penalty, etc.) and is not an actual distribution of the account. Pending final disposition of the Loan Agreement and Pledge, the participant remains obligated for any unpaid principal and accrued interest.

The Plan intends this loan program not to place other participants at risk with respect to their interests in the Plan. In this regard, the Plan Administrator will administer any participant loan as a participant directed investment of that portion of the participant's vested account balance equal to the outstanding principal balance of the loan. The Plan will credit that portion of the participant's interest

with the interest earned on the loan with principal payments received by the participant. The Plan also will charge that portion of the participant's account balance with expenses directly related to the origination, maintenance, and collection of the loan.

Dated: 3/11/13

Incorporated County of Los Alamos
By 
Pension Plan Administrator

Page 3 of 3

Exhibit C
Compensation Rate Schedule
AGR25-39a

Fee Category	Years 1-3	Year 4	Year 5	Year 6	Year 7
Annual Plan Administration & Recordkeeping Fees:					
Administration Base Fee	\$12,000	\$14,000	\$14,000	\$15,000	\$15,000
Participant Fee (Per Participant- Currently Approximately 978 Participants)	\$35	\$38	\$38	\$40	\$40
Distribution & Loan Services - Paid by Participant					
Retirement Plan Distribution	\$125 per request	\$130	\$130	\$135	\$135
Loan Initiation	\$100 per request	\$110	\$110	\$115	\$115
Loan Maintenance	\$50 per loan/per year	\$60	\$60	\$65	\$65
Check Reissuance	\$50 per check	\$60	\$60	\$65	\$65
Overnight Mailing	\$50 per check	\$60	\$60	\$65	\$65
Wire Transfer Fee	\$100 per wire	\$110	\$110	\$115	\$115
Retirement Plan Distribution Installment Payment	\$10 per payment	\$20	\$20	\$25	\$25
Plan Custodian and Trustee Fees:					
Custody Market Value Asset Fee Schedule	0.025%	0.025%	0.025%	0.025%	0.025%
Trustee Services (Billed quarterly at \$250/qtr)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Optional Value Added Services					
Managed Account Service	0.15% per account	0.20%	0.20%	0.25%	0.25%
3(16) Service	\$2,950 annual base plus \$8 per account	\$10	\$10	\$12	\$12
Participant Notice Fulfillment & Mailing Services	Multiple options for delivery and pricing available				
Additional Plan Services					
Group and Participant Communication Meetings	\$650 per date plus travel expenses*	\$800	\$800	\$850	\$850
IRS Determination Filing	Billed as a professional service (excluding IRS fees)				
IRS/DOL Audit Support	Billed as a professional service				
Life Insurance Contracts	\$255 per contract	\$250	\$250	\$275	\$275
Lost Participant Tracking Service	\$25 per participant	\$25	\$25	\$25	\$25
Qualified Domestic Relations Orders ("QDRO")	\$650	\$700	\$700	\$725	\$725
Self-Directed Brokerage Accounts	\$200 per account	\$225	\$225	\$225	\$225
Professional Plan Services Hourly Rates					
Vice President/Actuary/ERISA Attorney (est. 2 hrs/yr)	\$375/hour	\$400/hour	\$400/hour	\$425/hour	\$425/hour
Plan Consultant/Advisor (est. 2 hrs/yr)	\$275/hour	\$300/hour	\$300/hour	\$315/hour	\$315/hour
Operations (est. 2 hrs/yr)	\$175/hour	\$200/hour	\$200/hour	\$205/hour	\$205/hour
Estimated Not to Exceed Total for Term of Agreement				\$ 560,000.00	

*Contractor's travel may be charged at actual cost, provided copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service.
5. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax;
6. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up to \$40.00 daily for one day travel;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

Exhibit D
Confidential Information Disclosure Statement
AGR25-39a

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement (“Statement”) defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	Contractor	County
Name:	Dennis Davis, CPC, AIF	Victoria Pacheco
Title:	VP, Strategic Partnerships & Plan Consulting	Benefits and Pension Manager
Address:	PO Box 4010	1000 Central Avenue, Suite 230
City/State/Zip:	Wakefield, MA 01880	Los Alamos, New Mexico 87544
Email:	Dennis.davis@sentinelgroup.com	Victoria.pacheco@lacnm.us

2. Definitions:
 - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
 - b) **Discloser** - the party disclosing Confidential Information.
 - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient’s possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser’s prior written approval.
 - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.