



LOS ALAMOS

County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Agenda - Final County Council - Regular Session

*Denise Derkacs, Council Chair; Theresa Cull, Vice-Chair;
Melanee Hand; Suzie Havemann; Keith Lepsch; David Reagor;
and Randall Rytj, Councilors*

Tuesday, May 28, 2024

6:00 PM

Fire Station # 3
129 State Road 4 - White Rock

NOTE: This meeting is in person and open to the public. However, for convenience, the following Zoom meeting link and/or telephone call in numbers may be used for public viewing and participation:

<https://us02web.zoom.us/j/84587518059>

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 845 8751 8059

We have been experiencing A/V challenges while meeting at this location for some who participate remotely. If you want to ensure your participation in this meeting please consider attending in person or, alternatively, you may submit your comments in writing ahead of the meeting.

- 1. OPENING/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. STATEMENT REGARDING CLOSED SESSION**

May 28, 2024 Closed Session Motion

- 4. PUBLIC COMMENT**

This section of the agenda is reserved for comments from the public on items that do not require action by the Council or are not otherwise on the agenda.

- 5. APPROVAL OF AGENDA**

6. PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

- A. [18239-24](#) Proclamation declaring the Second Week of June "Annual LGBTQ+ Pride Week" in Los Alamos County (accepted by Friends of Los Alamos Pride)

Presenters: County Council

- B. [18800-24](#) Proclamation Recognizing the 10th Anniversary of the First Born Program® of Los Alamos (Accepted by Executive Director Ellen Specter and Board President Karen Holmes)

Presenters: County Council

7. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA**8. CONSENT AGENDA**

The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further Council consideration in the agenda section entitled "Business."

Approval of the Consent Agenda

Consent Motion -

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

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

- A. [AGR1011-24](#) Approval of Service Agreement No. AGR 24-41a with New Mexico Fire Protection and AGR 24-41b with API Life Safety USA, LLC d/b/a Western States Fire Protection for Fire System Inspections, Maintenance and Repair Services in an Amount Not to Exceed \$925,000.00 Plus Applicable Gross Receipts Tax Per Agreement Over a Seven Year Period

Presenters: Sara Rhoton, Capital Projects & Facilities Manager and Eric Martinez, Deputy Public Works Director

Attachments: [A – AGR No. 24-41a New Mexico Fire Protection](#)
[B – AGR No. 24-41b – API Life Safety USA](#)

- B. [AGR1045-24](#) Approval of Amendment No. 4 to AGR19-47 with Bohannan

Huston for the Purpose of Engineering Services for the White Rock Water Resource Reclamation Facility

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Attachments: [A - AGR19-47 Amendment 4 Bohannon Huston](#)
[B - Project Budget Summary White Rock WRRF](#)

- C. [18392-24](#) Approval of DOE/LAC Resource Pool Budget for Fiscal Years 2025 & 2026
- Presenters:** Ben Olbrich, Deputy Utilities Manager - Power Supply and Karen Kendall, Deputy Utilities Manager - Finance
- Attachments:** [A - Resource Pool 24-month Budget Package FY25-26](#)
- D. [18748-24](#) Appointment to Fill the Two Vacancies of the Board of Registration
- Presenters:** County Council - Regular Session and Linda Matteson, Deputy County Manager
- Attachments:** [A - Board of Registration Letters of Interest](#)
- E. [18769-24](#) Board/Commission Appointment(s) - Los Alamos County Health Council
- Presenters:** Lori Padilla, Chair of the Los Alamos County Health Council, Jessica Strong, Social Services Division Manager and Keith Lepsch, Councilor
- Attachments:** [A - LACHC Board Roster](#)
[B - Application Packet Jyl Dehaven](#)
[C - Interview Panel Recommendations](#)
- F. [18820-24](#) Removal of Date Certain Deadline from the Approval of Providing Grant Matching Funds for San Ildefonso Services' Connect New Mexico Grant Application in the Amount of \$2,000,000 with a Total Project Amount of \$6,000,000 for a New Middle Mile Fiber Optic Line Connecting White Rock to Pojoaque
- Presenters:** Jerry Smith, Broadband Manager
9. **PUBLIC HEARING(S)**
- A. [CO0687-24b](#) Incorporated County of Los Alamos Code Ordinance 02-357 - A Code Ordinance Amending Chapter 26 (Municipal Court), Article I, Section 6 to Abolish the Corrections Fee, the Mandatory Judicial Education Fee, and the Mandatory Court Automation Fee to

Comply with Amendments to State Law that Take Effect July 1, 2024

Presenters: Alvin Leaphart, County Attorney

Attachments: [A - Code Ordinance 02-357](#)
[B - Publication Notice](#)

- B. [CO0689-24b](#) Incorporated County of Los Alamos Code Ordinance 02-358 - A Code Ordinance Amending Chapter 38, Traffic and Vehicles, Article V, Section 293, to Abolish Certain Fee Assessments Associated with a Conviction for Operating a Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs to Comply with Amendments to State Law that Take Effect July 1, 2024

Presenters: Alvin Leaphart, County Attorney

Attachments: [A - Code Ordinance 02-358](#)
[B - Publication Notice](#)

- C. [CO0691-24b](#) Incorporated County of Los Alamos Code Ordinance 02-353: A Code Ordinance Amending Chapter 20, Article IV, Regarding the Deposit and Investment of County Funds

Presenters: Melissa Dadzie, Chief Financial Officer and Helen Perraglio, Administrative Services Director

Attachments: [A - Code Ordinance 02-353](#)
[B - Current County Investment Policy, Updated May 24, 2005](#)
[C - Draft 2024 Deposit and Investment Policy \(redlined\)](#)
[D - Draft 2024 Deposit and Investment Policy \(redlining removed\)](#)
[E - Publication Notice](#)

- D. [OR1015-24b](#) Incorporated County of Los Alamos Ordinance No. 732; An Ordinance Authorizing the Execution and Delivery of a Loan Agreement ("Loan Agreement") By and Between the Incorporated County of Los Alamos, New Mexico (the "Governmental Unit") and the New Mexico Finance Authority, Evidencing a Special Limited Obligation of the Governmental Unit to Pay a Principal Amount of No More Than \$2,020,000, Together with Interest, Expenses, and Administrative Fees Thereon, for the Purpose of Financing the Costs of Construction of a Water Booster Station, Electrical and Mechanical Upgrades to Several Booster Stations and Related Appurtenances of the Project; Providing for the Pledge and Payment of the Principal, Administrative Fees and Interest Due Under the Loan Agreement Solely From the Net Revenues of the

Joint Utility System of the Governmental Unit; Setting an Interest Rate for the Loan; Approving the Form of and Other Details Concerning the Loan Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with This Ordinance; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan Agreement

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Attachments: [A - LAC Ordinance No. 732](#)
[B - DWSRL 6368 Loan Agreement](#)
[C - Pledged Revenue Certificate](#)
[D - General and No Litigation Certificate](#)
[E - Delivery Certificate and Cross-Receipt](#)
[F - Borrower's Counsel Opinion](#)
[G - Right-of-Way Certificate](#)
[H - Sutin Opinion](#)
[I - Transcript List](#)
[J - Publication Notice](#)

- E. [OR1018-24b](#) Incorporated County of Los Alamos Ordinance No. 733 An Ordinance Authorizing the Incorporated County of Los Alamos (County) to Submit an Amendment No. 2, to the New Mexico Environment Department (NMED) Clean Water State Revolving Fund (CWSRF) for the Purpose of Increasing the Funding of Loan Number CWSRF 110 by \$1,200,000 for the Bayo Lift Station Elimination Project

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Attachments: [A - LAC Ordinance No. 733](#)
[B - Amended Promissory Note](#)
[C - Interim Loan Agreement Amendment No. 2](#)
[D - Publication Notice](#)

10. BUSINESS

- A. [18676-24](#) Strategic Planning and Performance Dashboard Update

Presenters: Anne Laurent, County Manager

Attachments: [A - Management Action Plan Dated March 29, 2024](#)

- B. [18805-24](#) Consideration and Possible Approval of the updated Deposit and

Investment Policy

Presenters: Melissa Dadzie, Chief Financial Officer

Attachments: [A - Current County Investment Policy, Updated May 24, 2005](#)
[B - Draft 2024 Deposit and Investment Policy \(redlined\)](#)
[C - Draft 2024 Deposit and Investment Policy \(clean version\)](#)

11. COUNCIL BUSINESS**A. General Council Business****B. Appointments**

- 1) [18808-24](#) Board/Commission Appointment(s) - Board of Public Utilities

Presenters: Theresa Cull, County Council Vice Chair and Randall Ryti, Councilor

Attachments: [A - Appointment Process for BPU](#)
[B - BPU Vacancy Brochure](#)
[C - BPU Member Roster](#)
[D - BPU Member & Applicant Party Affiliation](#)
[E - David North - Application](#)
[F - Josip Loncaric - Application](#)
[G - Jennifer Hollingsworth - Application](#)
[H - Chris Rose - Application](#)
[I - Will Fox - Application](#)
[J - Joshua Muck - Application](#)
[K - BPU Interview Questions](#)
[L - Interview Committee Recommendation Form](#)

C. Board and Commission Vacancy Report**D. Board, Commission and Working Group Reports****E. County Manager's Report**

- 1) [18286-24](#) County Manager's Report for April 2024

Presenters: Anne Laurent, County Manager

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

F. Council Chair Report**G. Approval of Councilor Expenses****H. Preview of Upcoming Agenda Items**

Note: This report shows tentative Council agenda items and is for planning purposes only. All items on the report are subject to changes such as item title, meeting date and/or being removed or not considered by Council.

1) [18662-24](#) Tickler Report of Upcoming Agenda Items

Presenters: County Council - Regular Session

Attachments: [A - Tickler for 5-28-24 Meeting](#)

12. COUNCILOR COMMENTS**13. ADJOURNMENT**

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



County of Los Alamos

Staff Report

May 28, 2024

Los Alamos, NM 87544
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Agenda No.:

Index (Council Goals):

Presenters:

Title

May 28, 2024 Closed Session Motion

Recommended Action

The following statement should be included in the minutes:

"The matters discussed in the Closed Session of County Council held on May 28, 2024 that began at 4:30 pm were limited only to the topics specified in the notice of the closed session, and no action was taken on any matter in the closed session. We request that this statement be included in the meeting minutes."



County of Los Alamos

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Staff Report

May 28, 2024

Agenda No.: A.

Index (Council Goals): Quality of Life - Diversity, Equity, and Inclusivity; Quality of Life - Health, Wellbeing, and Social Services

Presenters: County Council

Legislative File: 18239-24

Title

Proclamation declaring the Second Week of June "Annual LGBTQ+ Pride Week" in Los Alamos County (accepted by Friends of Los Alamos Pride)

Body

WHEREAS: Everyone has a right to live without fear or prejudice, discrimination, violence, or hatred based on gender identity/expression or sexual orientation. It is imperative that everyone acknowledge and support diversity in their community - especially those communities that are most vulnerable; and

WHEREAS: June is National Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+) Pride Month. It is desirable to bring together LGBTQ+ people and their allies to form a tangible community of support and acceptance in Los Alamos and the surrounding local areas and to create and enhance visibility and support of diversity in our community. It is desirable to celebrate, educate, and engage the community on the issues, contributions, and cultures of LGBTQ+ people, and the impact LGBTQ+ people have on local and global communities; and

WHEREAS: It is essential that LGBTQ+ youth are supported by Los Alamos County and Northern New Mexico. According to the 2015 New Mexico Youth Risk and Resiliency Survey, approximately one in seven students identified as lesbian, gay, bisexual, or not sure. More than one in four of this student population had attempted suicide in the past year, were three times more likely to have been forced to have sex or experienced physical dating violence, and were twice as likely to be bullied at school; and

WHEREAS: According to "*Mental Health in Lesbian, Gay, Bisexual, and Transgender Youth*," published by the U.S. National Library of Medicine, visible LGBTQ+ sexuality-related social support from parents, friends, and community during adolescence each uniquely contributed to positive well-being in young adulthood, making them less likely to report depressive symptoms, substance use, and suicidal thoughts and behaviors;

NOW, THEREFORE, on behalf of the Council of the Incorporated County of Los Alamos, I do hereby proclaim the Second Week of June as

"ANNUAL LGBTQ+ PRIDE WEEK"

in Los Alamos County. We urge our citizens to respect and honor our diverse community and celebrate and build a culture of inclusiveness and acceptance.



County of Los Alamos

Los Alamos, NM 87544
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Staff Report

May 28, 2024

Agenda No.: B.
Index (Council Goals): Quality of Life - Health, Wellbeing , and Social Services
Presenters: County Council
Legislative File: 18800-24

Title

Proclamation Recognizing the 10th Anniversary of the First Born Program® of Los Alamos (Accepted by Executive Director Ellen Specter and Board President Karen Holmes)

Body

WHEREAS, the First Born Program® of Los Alamos (FBPLA) has dedicated a decade to nurturing the youngest members of our community and their families by providing vital support and educational services; and

WHEREAS, FBPLA offers crucial home visitation services to *all* families in Los Alamos County, available from pregnancy through the child's first five years, fostering early childhood development and family well-being; and

WHEREAS, research shows that 90% of brain development occurs in the first five years of life, with the quality of care and interaction during this period having a profound impact on lifelong learning and emotional health; and

WHEREAS, FBPLA's services include lactation counseling, infant massage, CPR training, holistic sleep coaching, car seat safety technicians, baby wearing, drop-in sessions, and supporting family connections which address essential needs that contribute to healthy growth and development of happy, healthy babies in nurturing family environments; and

WHEREAS, FBPLA, as a 501(c)(3) nonprofit organization, is commendably funded through the state's Early Childhood Education and Care Department along with other grants, foundations, and significant personal donations recognizing the impact of the program and ensuring the continuation of these invaluable services; and

WHEREAS, the County of Los Alamos, recognizes the First Born Program® has not only supported the immediate needs of parents and young children but has also significantly contributed to the long-term health and success of the broader community;

NOW, THEREFORE, on behalf of the Incorporated County of Los Alamos, I do hereby proclaim the month of June 2024, as

"First Born Program® of Los Alamos Month"

in recognition of its 10th anniversary.

Accordingly, I encourage all citizens to appreciate and honor the substantial contributions of the First Born Program® of Los Alamos to our community, and to continue supporting its mission of fostering the health and development of our children and the future of our community.

We also encourage the community to join the First Born Program® of Los Alamos in celebrating its 10th anniversary on June 11, 2024.



County of Los Alamos

Staff Report

May 28, 2024

Los Alamos, NM 87544
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Agenda No.:

Index (Council Goals):

Presenters:

Title

Approval of the Consent Agenda

Recommended Action

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

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



County of Los Alamos

Los Alamos, NM 87544
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Staff Report

May 28, 2024

Agenda No.: A.

Index (Council Goals): Quality Excellence - Effective, Efficient, and Reliable Services; Quality Excellence - Infrastructure Asset Management; Quality of Life - Public Safety

Presenters: Sara Rhoton, Capital Projects & Facilities Manager and Eric Martinez, Deputy Public Works Director

Legislative File: AGR1011-24

Title

Approval of Service Agreement No. AGR 24-41a with New Mexico Fire Protection and AGR 24-41b with API Life Safety USA, LLC d/b/a Western States Fire Protection for Fire System Inspections, Maintenance and Repair Services in an Amount Not to Exceed \$925,000.00 Plus Applicable Gross Receipts Tax Per Agreement Over a Seven Year Period

..Recommended Motion

I move that Council approve Service Agreement No. AGR 24-41a with New Mexico Fire Protection and AGR 24-41b with API Life Safety USA, LLC d/b/a Western States Fire Protection for Fire System Inspections, Maintenance and Repair Services in an Amount Not to Exceed \$925,000.00 Plus Applicable Gross Receipts Tax Per Agreement Over a Seven Year Period.

County Manager's Recommendation

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

Body

On November 9, 2023, the County issued Request for Proposals (RFP) No. 24-41 for Fire System Inspections, Maintenance and Repair Services. RFP No. 24-41 was issued to provide a continuation of services that were provided previously by New Mexico Fire Protection, LLC under Service Agreement No. AGR17-03, which expired December 31, 2023. New Mexico Fire Protection and API Life Safety USA, LLC d/b/a Western States Fire Protection responded to RFP No. 24-41. Staff evaluation identified both proposals offer cost-effective value to the County. To provide redundancy in availability of services with supporting fire monitoring, alarm and suppression systems, staff recommends award to both respondents in an amount not-to-exceed \$925,000 per agreement. The full term of both agreements is seven (7) years.

Both contracts provide for annual inspections of fire panels, quarterly inspections of fire risers that includes piping, valves and air compressors, and repairs and maintenance to any part of the fire detection and suppression systems for the 34 County buildings that have fire systems. Inspections are conducted in accordance with the National Fire Protection Association (NFPA) standards and the NFPA 72 National Fire Alarm and Signaling Code.

The contract amount considers costs for the full term of seven (7) years for annual and quarterly inspections; projected repair and replacement costs based on experience; new or

replacement systems added such as the Women's Dormitory building; for the replacement of proprietary fire suppression and monitoring/alarm systems that are costly to repair; and maintain and support system modifications required by facilities renovation projects.

High-cost replacement items such as fire panels, associated wiring and detection devices for smoke or heat may be required when damaged by lightning or power fluctuations. Panel replacement has been necessary for buildings with lightning damage, even with lightning protection features within the building are in place. Other parts of the fire suppression system such as piping, valves, seals, or air compressors may also fail over time and require replacement. Proprietary systems installed in various buildings such as Fire Station 3 also have higher maintenance, repair, and replacement costs.

Establishing contract amounts sufficient to cover possible events enhances the County's ability to respond quickly during emergencies, addresses life and safety considerations for protection of human life and County assets, and provides cost and time efficiencies by reducing staff time required to make amendments to the contract mid-term, as was necessary with the previous contract that expired December 31, 2023.

Alternatives

Council could choose to not approve the Agreements resulting in a lapse in service until services can be procured. These services are essential for the safety of the public and County employees including first responders in the event a fire.

Fiscal and Staff Impact/Planned Item

Facility Maintenance funds are budgeted and available for these services as part of the council approved FY 2024 and FY 2025 Budget.

Attachments

A - AGR No. 24-41a - New Mexico Fire Protection, LLC

B - AGR No. 24-41b - API Life Safety USA, LLC d/b/a Western States Fire Protection



**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 **New Mexico Fire Protection, LLC**, a New Mexico limited liability company ("Contractor"), collectively ("the Parties"), to be effective for all purposes May 28, 2024 ("Effective Date").

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. 24-41 ("RFP") on October 30, 2023, requesting proposals for Fire System Inspections, Maintenance and Repair, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated November 9, 2023 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was one of two (2) successful Offerors for the services listed in the RFP; and

WHEREAS, the County Council as part of a multiple-source award, approved this Agreement AGR24-41a and AGR24-41b, at a public meeting held on May 28, 2024; 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. SERVICES:

1. Contractor shall furnish all services described herein including, but not limited to, skilled labor, materials, equipment, insurance, permits to provide quarterly, bi-annual and annual testing, inspection, and certification of all County-owned fire suppression and monitoring/alarm systems at the County facilities listed in Exhibit A, attached hereto and made a part hereof for all purposes. Work shall be performed in accordance with current and applicable National Fire Protection Association® ("NFPA") guidelines in effect throughout the duration of this agreement ("Services"). All services will be requested by County before they are to be scheduled. County will at its sole discretion determine which contractor shall perform quarterly, semi-annually or annual inspections, assigned by a building inventory list, needed repairs and identify the requested services through the issuance of purchase orders on an annual basis for inspections and on an as needed basis for repairs.
2. Contractor Requirements
 - a. Contractor at Contractor's expense shall obtain all required permits and licenses as necessary for performing fire alarm testing and inspection services.

- b. At least one of Contractor's employees shall hold a National Institute for Certification in Engineering Technologies® ("NICET") III certificate in fire alarm design, and Contractor shall have a current certificate of fitness provided by the State of New Mexico Fire Marshall. Contractor shall provide certification documentation prior to commencing the Services.
- c. Documentation of Licensed Staff. At least one of Contractor's employees performing the Services shall be properly licensed and able to supervise the work of any unlicensed employees or workers of Contractor. Upon execution of this Agreement, Contractor shall provide a list of all staff and copies of their licenses and shall provide updated lists within ten (10) calendar days if there is a change to staff or staff licenses and certifications.
- d. At least one of Contractor's employees performing the Services shall carry certification in Backflow Prevention Assembly Tester ("BPAT"). Contractor shall provide such certification documentation prior to commencing the Services.

3. Inspections.

- a. Fire inspections shall be performed in accordance with the most current edition of NFPA Codes for testing and maintenance of fire alarm systems at the facilities listed herein.
- b. Inspection reports shall be submitted to the County as requested on the suggested form found on the NFPA Codes website or a form that otherwise meets or exceeds those found on the NFPA website.
- c. Contractor shall coordinate with County's Facilities Manager, prior to scheduling any maintenance, testing or repairs that need to be performed. All testing, maintenance, and repairs shall be performed during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.), unless it is found to be disruptive to employees or interfere with operations, at which time it will be scheduled after business hours accordingly.

4. Inspection and Testing

- a. Contractor shall perform a complete initial inspection and test in accordance with NFPA Code requirements for functional testing at the facilities listed in Exhibit A. Contractor must verify the existence of the systems shown. Deviations from the list shall not entitle Contractor to additional compensation.
- b. Systems shall be tested as per the applicable fire code(s) in effect for the duration of this Agreement.
- c. Maintenance, inspection and testing records shall be completed and submitted to Facilities Manager or designated County representative within fourteen (14) days from date of the completed inspection.
- d. Contractor shall replace any parts to the fire alarm systems or associated equipment that are damaged by Contractor's actions or omissions during normal testing, at no additional cost to County, and include a description of damaged parts and replacement in the testing record.
- e. Contractor must immediately notify Facilities Manager of any safety hazards found during inspection or testing that may severely affect any occupants in the building.

5. Service Calls and Repairs.

Contractor shall provide specialized on-call services and trouble-shooting during the duration of this Agreement as follows:

- a. Non-critical service calls shall be answered within forty-eight (48) hours by a qualified technician. Any repairs are to be completed within two (2) weeks from receipt of service call, pending the delivery of parts, including but not limited to re-filling of extinguishers. If the nature of the repairs cannot be completed within two (2) weeks, Contractor shall notify County, perform any necessary mitigation measures, and ensure meaningful work

- towards the completion of the repairs is performed within two (2) weeks. Contractor shall diligently pursue the repairs to be completed as soon as commercially reasonable.
- b. Critical service calls (issues having imminent potential for causing or allowing harm to humans or property loss or damage exceeding \$500) are to be answered by a qualified technician within four (4) hours of receipt of the service call and an inspection and solution plan must be completed by the next working day. Necessary parts should be available on site within seventy-two (72) hours. If the nature of the repairs cannot be completed within seventy-two (72) hours, Contractor shall notify County, perform any necessary mitigation measures, and ensure meaningful work towards the completion of the repairs is performed within seventy-two (72) hours. Contractor shall diligently pursue the repairs to be completed as soon as reasonable to protect the safety, health and welfare of the public.
 - c. If Contractor's technician representative cannot identify the problem within four (4) hours, the issue shall be escalated to the next higher level of the Contractor's management.
 - d. All repairs shall be tested in accordance with current NFPA requirements.
 - e. Contractor shall provide written certification that repairs are complete, to include
 - (1) Suspected cause(s) of the malfunction(s), and actions taken to prevent reoccurrence.
 - (2) A list of parts used to make the repair.
 - (3) Hours expended making the repair.
 - f. Cost of parts to be determined at the time repairs are identified. Nothing herein requires that County purchase the parts provided by Contractor and the County may, at its own election, choose to provide Contractor with County purchased parts necessary, or equivalent, to perform the repairs. Materials, parts, and County approved leased or rented equipment, shall be itemized on Contractor's invoice and billed at actual cost with a copy of the invoice from vendor. County hereby accepts and agrees that should County purchase parts that are not sold to County by Contractor, and Contractor uses such parts, Contractor does not warranty said parts nor shall Contractor have any liability should said parts fail during or after Contractor's installation.
 - g. If any work is to be sub-contracted, Contractor shall provide County with subcontractor's names and certifications.
6. Additional Services. Contractor shall also provide, in addition to the above, the following:
- a. Annual testing and inspections on fire riser back flow preventers.
 - b. Semi-Annual Fire Alarm Inspection per NFPA 72 to include:
 - (1) Functional testing of fire alarm panels and 100% of all alarm initiating devices.
 - (2) Test all audible visual devices such as horn strobes that sound and blink.
 - (3) Test all auxiliary functions including HVAC Fan Shutdowns.
 - (4) A detailed system description, disarm/rearm procedures and a list of any defects will be forwarded to Facilities Manager.
 - c. Quarterly Wet Sprinkler Inspection per NFPA 25 to include:
 - (1) Verify transmission of alarm signals to the fire alarm system.
 - (2) Any items needing further attention shall be brought to County's attention as soon as commercially reasonable upon Contractor's discovery of the issue.
 - (3) Notify County facility personnel at Contractor's arrival and departure for all testing.
 - (4) Inspection reports sent to County and maintained in Contractor's records.
 - (5) List all deficiencies and follow up with a proposal to correct within three (3) days of test/inspection.
 - d. Semi-Annual Kitchen Hood Suppression Inspection per NFPA 96 to include:
 - (1) Schedule and notify the Facilities Manager and kitchen personnel of testing/inspection.

- (2) Operate system and check function of fuel shut-off, electrical shut-off, and ventilation.
- (3) Verify Underwriters Laboratories (“UL”) standard 300 compliance.
- (4) Replace system links, such as the sprinkler trip link mostly found in older systems.
- (5) Inspection reports sent to the Facilities Manager and the County’s Facilities Manager and maintained in Contractor’s records.
- (6) List all deficiencies and follow up with a proposal to correct within three (3) days of test/inspection.

SECTION B. TERM: The term of this Agreement shall commence May 28, 2024, and shall continue through May 27, 2031, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation for Inspections:** County shall pay compensation for performance of these Services in an amount not to exceed **FOUR HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$440,000.00)**, excluding applicable NMGRT. Compensation shall be paid in accordance with the rate schedule set out in Exhibit B, attached hereto and made a part hereof for all purposes.
2. **Amount of Compensation for Service Calls and Repairs.** Should these Services be required by County, compensation for performance of the Services shall not exceed **FOUR HUNDRED EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$485,000.00)**, excluding applicable NMGRT and including reimbursable expenses. Compensation shall be paid in accordance with the rate schedule set out in Exhibit B.
3. **Total Amount of Compensation.** Total amount paid pursuant to this Agreement for all Services and all reimbursables shall not exceed **NINE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$925,000.00)** which amount does not include applicable NMGRT. Compensation shall be paid in accordance with the rate schedule set out in Exhibit B.
4. **Monthly Invoices.** Contractor shall submit itemized monthly, or per the completion of the Services, 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 County’s name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times

during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

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

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

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, 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, Automobile Liability Insurance, and Professional 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) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate. 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.

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. 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 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. 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 N. 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 O. 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 P. 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. Contractor's obligation to indemnify, defend or hold harmless the County, shall not extend to any acts or omissions caused by the negligence or willful misconduct of County.

SECTION Q. 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, but not limited to, fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION R. 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 S. LICENSES: Contractor has submitted a plan to the County to obtain training and certifications. Contractor shall adhere to said training and certification plan to obtain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement.

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

SECTION V. 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), verified delivery of electronic mail, or three (3) days after deposit in the United States Mail:

County:
Facilities Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

Contractor:
Terri L. Spiak, Controller
New Mexico Fire Protection, LLC
Post Office Box 6808
Albuquerque, New Mexico 87197-6808

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

SECTION W. 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 X. 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 other provision(s).

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

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

SECTION AC. 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 C. 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.

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.

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

NEW MEXICO FIRE PROTECTION, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

BY: _____ **DATE**
TERRI L. SPIAK
CONTROLLER

**Exhibit A
County Facilities
AGR24-41a**

List # 1 - Fire Alarm Inspection, Testing, Repair, and Maintenance Services

Facility Name	Sprinkler	Riser	# of Risers	Auto Door Closer	Emergency Lights	Exit Lights	Hood Suppr.	Fire Panel/Auto Dialer	Heat Det.	Smoke Det.	Data Room	# Data Rooms	Fire Pump
Airport					Y	Y							
Aquatic Center	Y	Y	1		Y	Y		Y	Y	Y			
ECO Station Admin.	Y	Y	1		Y	Y							
ECO Transfer Station	Y	Y	1		Y	Y							
Fire Station 3	Y	Y	1		Y	Y	Y	Y	Y		Y	1	
Municipal Building	Y	Y	1		Y	Y		Y		Y	Y	1	
PCS #1	Y	Y	1		Y	Y		Y	Y	Y	Y	3	
PCS #2	Y	Y	1		Y	Y		Y		Y			
PCS #3	Y	Y	2		Y	Y		Y		Y	Y	2	
PCS #4	Y	Y	1		Y	Y		Y	Y	Y	Y	2	
PCS #5	Y	Y	1		Y	Y		Y		Y	Y	2	
PCS #6	Y	Y	1		Y	Y		Y		Y			
WR - Activity Center					Y	Y							
WR- Library	Y	Y	1		Y	Y		Y		Y			
WR -Senior Center					Y	Y	Y	Y					
WR - Senior Center Kitchen	Y	Y	1		Y	Y		Y	Y				
WR-Town Hall					Y	Y							
WR - Visitor Ctr.	Y	Y	1		Y	Y		Y		Y			
WR - Youth AC					Y	Y							
Wastewater Treatment Plant - WR								Y		Y			

List # 2 - Fire Alarm Inspection, Testing, Repair, and Maintenance Services

Facility Name	Sprinkler	Riser	# of Risers	Auto Door Closer	Emergency Lights	Exit Lights	Hood Suppr.	Fire Panel/Auto Dialer	Heat Det.	Smoke Det.	Data Room	# Data Rooms	Fire Pump
Animal Shelter	Y	Y	1		Y	Y							
Betty Ehart Senior Ctr.	Y	Y	1		Y	Y	Y	Y	Y	Y			
Community Building	Y	Y	1		Y	Y		Y		Y			
Fire Station 2					Y	Y							
Fire Station 4	Y	Y	2		Y	Y	Y	Y		Y			
Fire Station 6	Y	Y	1		Y	Y		Y	Y	Y			
Fuller Lodge (Fire Pump)	Y	Y	1		Y	Y		Y	Y				Y
Golf Course Club House	Y	Y	1		Y	Y	Y	Y	Y	Y			
Golf Course Maint.					Y	Y		Y					
Historical Museum					Y	Y		Y		Y			
Ice Rink – Main					Y	Y							
Ice Rink – Old Zam													
Ice Rink – New Zam													
Justice Center	Y	Y	1		Y	Y		Y	Y	Y	Y	2	Y
Little Theatre					Y	Y		Y	Y	Y			
Mesa Library	Y	Y	1	Y	Y	Y		Y	Y	Y			
Nature Ctr.	Y	Y	1		Y	Y		Y		Y			
Red Cross					Y	Y							
Wastewater Treatment Plant – Los Alamos	Y	Y	1		Y	Y		Y		Y			

These are the known locations of fire equipment, but it is Contractor’s responsibility to ensure that each facility’s equipment, whether listed or not, is tested and inspected.

County reserves the sole option to add or remove equipment to/from this list during the Term of this Agreement. County shall provide Contractor an updated list of equipment within ten (10) business days of any additions or subtractions.

When Contractor finds new or additional items to be inspected, Contractor shall notify the County immediately. When Contractor, based on knowledge experience, training, and certification believes additional fire items are needed then Contractor shall notify County in writing.

Exhibit B
 Compensation Rate Schedule
 AGR24-41a

BUILDING LIST NO. 1

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Quarterly Inspections (X4)	\$9,000.00	\$9,270.00	\$9,548.10	\$9,834.54	\$10,129.58	\$10,433.47	\$10,746.47
Semi-Annual Inspections (X2)	\$10,000.00	\$10,300.00	\$10,609.00	\$10,927.27	\$11,255.09	\$11,592.74	\$11,940.52
Annual Inspections	\$7,251.00	\$7,468.53	\$7,692.59	\$7,923.36	\$8,161.06	\$8,405.90	\$8,658.07
TOTALS	\$26,251.00	\$27,038.53	\$27,849.69	\$28,685.17	\$29,545.73	\$30,432.11	\$31,345.06

BUILDING LIST NO. 2

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Quarterly Inspections (X4)	\$8,400.00	\$8,652.00	\$8,911.56	\$9,178.91	\$9,454.27	\$9,737.90	\$10,030.04
Semi-Annual Inspections (X2)	\$14,000.00	\$14,420.00	\$14,852.60	\$15,298.18	\$15,757.12	\$16,229.84	\$16,716.73
Annual Inspections	\$8,566.00	\$8,822.98	\$9,087.67	\$9,360.30	\$9,641.11	\$9,930.34	\$10,228.25
TOTALS	\$30,966.00	\$31,894.98	\$32,851.83	\$33,837.39	\$34,852.50	\$35,898.08	\$36,975.02

ADDITIONAL AND/OR OPTIONAL SERVICES

Cost Category (Insert more lines if necessary)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Service Calls during normal business hours per person/per hour	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00
Service calls after hours per person/per hour	\$157.50	\$165.00	\$172.50	\$180.00	\$187.50	\$195.00	\$202.50
Fire Extinguisher Refills per each	\$20.00	\$25.00	\$30.00	\$35.00	40.00	\$45.00	\$50.00
Service Call Trip labor (per man hour, per technician)	\$65.00	\$66.95	\$68.95	\$71.02	\$73.15	\$75.35	\$77.60

***Travel Guidelines**

Contractor’s travel expenses shall be charged at actual cost. 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 or minimum of 45 cents per mile (\$0.45/mile);
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem, daily;
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 C
Confidential Information Disclosure Statement
AGR24-41a

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: Terri L. Spiak
New Mexico Fire Protection, LLC
7406 Santa Fe Trail, NW
Albuquerque, New Mexico 87120
Email: tspiak@nm-fp.com

County: Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

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.



**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 **API Life Safety USA, LLC d/b/a Western States Fire Protection**, a Minnesota limited liability company (“Contractor”), collectively (“the Parties”), to be effective for all purposes May 28, 2024 (“Effective Date”).

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. 24-41 (“RFP”) on October 30, 2023, requesting proposals for Fire System Inspections, Maintenance and Repair, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated November 9, 2023 (“Contractor’s Response”); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was one (1) of two (2) successful Offerors for the services listed in the RFP; and

WHEREAS, the County Council as part of a multiple-source award, approved this Agreement, AGR24-41b and AGR24-41a, at a public meeting held on May 28, 2024; 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. SERVICES:

1. Contractor shall furnish all services described herein including, but not limited to, skilled labor, materials, equipment, insurance, permits to provide quarterly, bi-annual and annual testing, inspection, and certification of all County-owned fire suppression and monitoring/alarm systems at the County facilities listed in Exhibit A, attached hereto and made a part hereof for all purposes. Work shall be performed in accordance with current and applicable National Fire Protection Association® (“NFPA”) guidelines in effect throughout the duration of this agreement (“Services”). All services will be requested by County before they are to be scheduled. County will at its sole discretion determine which contractor shall perform quarterly, semi-annual, or annual inspections, assigned by a building inventory list, needed repairs and identify the requested services through the issuance of purchase orders on an annual basis for inspections and on an as needed basis for repairs.
2. Contractor Requirements
 - a. Contractor at Contractor’s expense shall obtain all required permits and licenses as necessary for performing fire alarm testing and inspection services.

- b. . At least one of Contractor’s employees shall hold a National Institute for Certification in Engineering Technologies® (“NICET”) III certificate in fire alarm design, and Contractor shall have a current certificate of fitness provided by the State of New Mexico Fire Marshall. Contractor shall provide certification documentation prior to commencing the Services.
 - c. Documentation of Licensed Staff. At least one of Contractor’s employees performing the Services shall be properly licensed and able to supervise the work of any unlicensed employees or workers of Contractor. Upon execution of this Agreement, Contractor shall provide a list of all staff and copies of their licenses and shall provide updated lists within ten (10) calendar days if there is a change to staff or staff licenses or certifications.
 - d. At least one of Contractor’s employees performing the Services shall carry certification in Backflow Prevention Assembly Tester (“BPAT”). Contractor shall provide such certification documentation prior to commencing the Services.
3. Inspections.
- a. Fire inspections shall be performed in accordance with the most current edition of NFPA Codes for testing and maintenance of fire alarm systems at the facilities listed herein.
 - b. Inspection reports shall be submitted to the County as requested on the suggested form found on the NFPA Codes website or a form that otherwise meets or exceeds those found on the NFPA website.
 - c. Contractor shall coordinate with County’s Facilities Manager, prior to scheduling any maintenance, testing or repairs that need to be performed. All testing, maintenance, and repairs shall be performed during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.), unless it is found to be disruptive to employees or interfere with operations, at which time it will be scheduled after business hours accordingly.
4. Inspection and Testing
- a. Contractor shall perform a complete initial inspection and test in accordance with NFPA Code requirements for functional testing at the facilities listed in Exhibit A. Contractor must verify the existence of the systems shown. Deviations from the list shall not entitle Contractor to additional compensation.
 - b. Systems shall be tested as per the applicable fire code(s) in effect for the duration of this Agreement.
 - c. Maintenance, inspection and testing records shall be completed and submitted to Facilities Manager or designated County representative within fourteen (14) days from date of the completed inspection.
 - d. Contractor shall replace any parts to the fire alarm systems or associated equipment that are damaged by Contractor’s actions or omissions during normal testing, at no additional cost to County, and include a description of damaged parts and replacement in the testing record.
 - e. Contractor must immediately notify Facilities Manager of any safety hazards found during inspection or testing that may severely affect any occupants in the building.
5. Service Calls and Repairs.
- Contractor shall provide specialized on-call services and trouble-shooting during the duration of this Agreement as follows:
- a. Non-critical service calls shall be answered within forty-eight (48) hours by a qualified technician. Any repairs are to be completed within two (2) weeks from receipt of service call, pending the delivery of parts, including but not limited to re-filling of extinguishers. If the nature of the repairs cannot be completed within two (2) weeks, Contractor shall notify County, perform any necessary mitigation measures, and ensure meaningful work

- towards the completion of the repairs is performed within two (2) weeks. Contractor shall diligently pursue the repairs to be completed as soon as commercially reasonable.
- b. Critical service calls (issues having imminent potential for causing or allowing harm to humans or property loss or damage exceeding \$500) are to be answered by a qualified technician within four (4) hours of receipt of the service call and an inspection and solution plan must be completed by the next working day, pending delivery of parts. Parts should be available on site within seventy-two (72) hours. If the nature of the repairs cannot be completed within seventy-two (72) hours, Contractor shall notify County, perform any necessary mitigation measures, and ensure meaningful work towards the completion of the repairs is performed within seventy-two (72) hours. Contractor shall diligently pursue the repairs to be completed as soon as reasonable to protect the safety, health and welfare of the public.
 - c. If Contractor's technician representative cannot identify the problem within four (4) hours, the issue shall be escalated to the next higher level of the Contractor's management.
 - d. All repairs shall be tested in accordance with current NFPA requirements.
 - e. Contractor shall provide written certification that repairs are complete, to include:
 - (1) Suspected cause(s) of the malfunction(s), and actions taken to prevent reoccurrence.
 - (2) A list of parts used to make the repair.
 - (3) Hours expended making the repair.
 - f. Cost of parts to be determined at the time repairs are identified. Nothing herein requires that County purchase the parts provided by Contractor and the County may, at its own election, choose to provide Contractor with County purchased parts necessary, or equivalent, to perform the repairs. Materials, parts, and County approved leased or rented equipment, shall be itemized on Contractor's invoice and billed at actual cost with a copy of the invoice from vendor. County hereby accepts and agrees that should County purchase parts that are not sold to County by Contractor, and Contractor uses such parts, Contractor does not warranty said parts nor shall Contractor have any liability should said parts fail during or after Contractor's installation.
 - g. If any work is to be sub-contracted, Contractor shall provide County with subcontractor's names and certifications.
6. Additional Services. Contractor shall also provide, in addition to the above, the following:
- a. Annual testing and inspections on fire riser back flow preventers.
 - b. Semi-Annual Fire Alarm Inspection per NFPA 72 to include:
 - (1) Functional testing of fire alarm panels and 100% of all alarm initiating devices.
 - (2) Test all audible visual devices such as horn strobes that sound and blink.
 - (3) Test all auxiliary functions including HVAC Fan Shutdowns.
 - (4) A detailed system description, disarm/rearm procedures and a list of any defects will be forwarded to Facilities Manager.
 - c. Quarterly Wet Sprinkler Inspection per NFPA 25 to include:
 - (1) Verify transmission of alarm signals to the fire alarm system.
 - (2) Any items needing further attention shall be brought to County's attention as soon as commercially reasonable upon Contractor's discovery of the issue.
 - (3) Notify County facility personnel at Contractor's arrival and departure for all testing.
 - (4) Inspection reports sent to County and maintained in Contractor's records.
 - (5) List all deficiencies and follow up with a proposal to correct within three (3) days of test/inspection.
 - d. Semi-Annual Kitchen Hood Suppression Inspection per NFPA 96 to include:
 - (1) Schedule and notify the Facilities Manager and kitchen personnel of testing/inspection.

- (2) Operate system and check function of fuel shut-off, electrical shut-off, and ventilation.
- (3) Verify Underwriters Laboratories (“UL”) standard 300 compliance.
- (4) Replace system links, such as the sprinkler trip link mostly found in older systems.
- (5) Inspection reports sent to the Facilities Manager and the County’s Facilities Manager and maintained in Contractor’s records.
- (6) List all deficiencies and follow up with a proposal to correct within three (3) days of test/inspection.

SECTION B. TERM: The term of this Agreement shall commence May 28, 2024, and shall continue through May 27, 2031, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation for Inspections:** County shall pay compensation for performance of these Services in an amount not to exceed **FOUR HUNDRED SEVENTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$478,000.00)**, excluding applicable NMGRT. Compensation shall be paid in accordance with the rate schedule set out in Exhibit B, attached hereto and made a part hereof for all purposes.
- 2. Amount of Compensation for Service Calls and Repairs.** Should these Services be required by County, compensation for performance of the Services shall not exceed **FOUR HUNDRED FORTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$447,000.00)**, excluding applicable NMGRT and including reimbursable expenses. Compensation shall be paid in accordance with the rate schedule set out in Exhibit B.
- 3. Total Amount of Compensation.** Total amount paid pursuant to this Agreement for all Services and all reimbursables shall not exceed **NINE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$925,000.00)** which amount does not include applicable NMGRT. Compensation shall be paid in accordance with the rate schedule set out in Exhibit B.
- 4. Monthly Invoices.** Contractor shall submit itemized monthly, or per the completion of the Services, 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 County’s name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times

during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

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

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

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, 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, Automobile Liability Insurance, and Professional 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.

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

SECTION V. 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:
Facilities Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

Contractor:
Fred Bazan, Area Manager
Western States Fire Protection
5200 Pasadena, NE, Suite A
Albuquerque, New Mexico 87113

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

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

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

SECTION AC. 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 C. 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.

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.

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

API LIFE SAFETY USA, LLC D/B/A WESTERN STATES
FIRE PROTECTION, A MINNESOTA LIMITED LIABILITY
COMPANY

BY: _____ **DATE**
FRED BAZAN
AREA MANAGER

**Exhibit A
County Facilities
AGR24-41b**

List # 1 - Fire Alarm Inspection, Testing, Repair, and Maintenance Services

Facility Name	Sprinkler	Riser	# of Risers	Auto Door Closer	Emergency Lights	Exit Lights	Hood Suppr.	Fire Panel/Auto Dialer	Heat Det.	Smoke Det.	Data Room	# Data Rooms	Fire Pump
Airport					Y	Y							
Aquatic Center	Y	Y	1		Y	Y		Y	Y	Y			
ECO Station Admin.	Y	Y	1		Y	Y							
ECO Transfer Station	Y	Y	1		Y	Y							
Fire Station 3	Y	Y	1		Y	Y	Y	Y	Y		Y	1	
Municipal Building	Y	Y	1		Y	Y		Y		Y	Y	1	
PCS #1	Y	Y	1		Y	Y		Y	Y	Y	Y	3	
PCS #2	Y	Y	1		Y	Y		Y		Y			
PCS #3	Y	Y	2		Y	Y		Y		Y	Y	2	
PCS #4	Y	Y	1		Y	Y		Y	Y	Y	Y	2	
PCS #5	Y	Y	1		Y	Y		Y		Y	Y	2	
PCS #6	Y	Y	1		Y	Y		Y		Y			
WR - Activity Center					Y	Y							
WR- Library	Y	Y	1		Y	Y		Y		Y			
WR -Senior Center					Y	Y	Y	Y					
WR - Senior Center Kitchen	Y	Y	1		Y	Y		Y	Y				
WR-Town Hall					Y	Y							
WR - Visitor Ctr.	Y	Y	1		Y	Y		Y		Y			
WR - Youth AC					Y	Y							
Wastewater Treatment Plant - WR								Y		Y			

List # 2 - Fire Alarm Inspection, Testing, Repair, and Maintenance Services

Facility Name	Sprinkler	Riser	# of Risers	Auto Door Closer	Emergency Lights	Exit Lights	Hood Suppr.	Fire Panel/Auto Dialer	Heat Det.	Smoke Det.	Data Room	# Data Rooms	Fire Pump
Animal Shelter	Y	Y	1		Y	Y							
Betty Ehart Senior Ctr.	Y	Y	1		Y	Y	Y	Y	Y	Y			
Community Building	Y	Y	1		Y	Y		Y		Y			
Fire Station 2					Y	Y							
Fire Station 4	Y	Y	2		Y	Y	Y	Y		Y			
Fire Station 6	Y	Y	1		Y	Y		Y	Y	Y			
Fuller Lodge (Fire Pump)	Y	Y	1		Y	Y		Y	Y				Y
Golf Course Club House	Y	Y	1		Y	Y	Y	Y	Y	Y			
Golf Course Maint.					Y	Y		Y					
Historical Museum					Y	Y		Y		Y			
Ice Rink – Main					Y	Y							
Ice Rink – Old Zam													
Ice Rink – New Zam													
Justice Center	Y	Y	1		Y	Y		Y	Y	Y	Y	2	Y
Little Theatre					Y	Y		Y	Y	Y			
Mesa Library	Y	Y	1	Y	Y	Y		Y	Y	Y			
Nature Ctr.	Y	Y	1		Y	Y		Y		Y			
Red Cross					Y	Y							
Wastewater Treatment Plant – Los Alamos	Y	Y	1		Y	Y		Y		Y			

These are the known locations of fire equipment, but it is Contractor’s responsibility to ensure that each facility’s equipment, whether listed or not, is tested and inspected.

County reserves the sole option to add or remove equipment to/from this list during the Term of this Agreement. County shall provide Contractor an updated list of equipment within ten (10) business days of any additions or subtractions.

When Contractor finds new or additional items to be inspected, Contractor shall notify the County immediately. When Contractor, based on knowledge experience, training, and certification believes additional fire items are needed then Contractor shall notify County in writing.

Exhibit B
 Compensation Rate Schedule
 AGR24-41b

BUILDING LIST NO. 1

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Quarterly Inspections (X4)	\$9,600.00	\$10,080.00	\$10,584.00	\$11,113.00	\$11,669.00	\$12,252.00	\$12,865.00
Semi-Annual Inspections (X2)	\$9,150.00	\$9,608.00	\$10,088.00	\$10,592.00	\$11,122.00	\$11,678.00	\$12,262.00
Annual Inspections	\$15,350.00	\$16,118.00	\$16,924.00	\$17,770.00	\$18,659.00	\$19,591.00	\$20,571.00
TOTALS	\$34,100.00	\$35,806.00	\$37,596.00	\$39,475.00	\$41,450.00	\$43,521.00	\$45,698.00

BUILDING LIST NO. 2

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Quarterly Inspections (X4)	\$7,200.00	\$7,560.00	\$7,938.00	\$8,335.00	\$8,752.00	\$9,190.00	\$9,650.00
Semi-Annual Inspections (X2)	\$5,050.00	\$5,303.00	\$5,565.00	\$5,843.00	\$6,135.00	\$6,442.00	\$6,764.00
Annual Inspections	\$12,350.00	\$12,968.00	\$13,616.00	\$14,297.00	\$15,012.00	\$15,763.00	\$16,550.00
TOTALS	\$24,600.00	\$25,831.00	\$27,119.00	\$28,475.00	\$29,899.00	\$31,395.00	\$32,964.00

ADDITIONAL AND/OR OPTIONAL SERVICES

Cost Category (Insert more lines if necessary)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Service Calls during normal business hours per person/per hour	\$120.00/hr. (2 hour minimum)	\$126.00/hr. (2 hour minimum)	\$132.00/hr. (2 hour minimum)	\$139.00/hr. (2 hour minimum)	\$146.00/hr. (2 hour minimum)	\$153.00/hr. (2 hour minimum)	\$161.00/hr. (2 hour minimum)
Service calls after hours per person/per hour	\$180.00/hr. (2 hour minimum)	\$189.00/hr. (2 hour minimum)	\$198.00/hr. (2 hour minimum)	\$208.00/hr. (2 hour minimum)	\$219.00/hr. (2 hour minimum)	\$230.00/hr. (2 hour minimum)	\$241.00/hr. (2 hour minimum)
Fire Extinguisher Refills per each	\$60.00	\$60.00	\$65.00	\$65.00	\$70.00	\$70.00	\$75.00
Truck Charge per trip	\$200.00	\$210.00	\$220.00	\$230.00	\$245.00	\$255.00	\$270.00

***Travel Guidelines**

Contractor’s travel expenses shall be charged at actual cost. 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 or minimum of 45 cents per mile (\$0.45/mile);
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem, daily;
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 C
Confidential Information Disclosure Statement
AGR24-41b

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: Rudy Saucedo
Western States Fire Protection
5200 Pasadena, NE, Suite A
Albuquerque, New Mexico 87113
Email: rudysaucedo@wsfp.us

County: Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

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.



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: B.

Index (Council Goals): Quality Excellence - Effective, Efficient, and Reliable Services; DPU FY2020 - 1.0 Provide Safe and Reliable Utility Services

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Legislative File: AGR1045-24

Title

Approval of Amendment No. 4 to AGR19-47 with Bohannon Huston for the Purpose of Engineering Services for the White Rock Water Resource Reclamation Facility

Recommended Action

I move that Council approve Amendment No. 4 to AGR19-47 with Bohannon Huston in the amount of \$72,275.00, for a total agreement amount of \$2,621,279.16, plus applicable gross receipts tax, for the purpose of Engineering Services for the White Rock Water Resource Reclamation Facility.

..Utilities Manager's Recommendation

The Utilities Manager recommends that Council the motion as presented.

Board, Commission or Committee Recommendation

The Board of Public Utilities considered this agreement at their regular session on May 15, 2024 and recommends that Council approve as presented.

Body

The White Rock Water Reclamation Facility has been under construction since March of 2022. The White Rock Reclamation Facility is currently in the process of start-up, testing equipment, and will soon transition the treatment processes over to the new Reclamation Facility. The old plant will be phased out. SKM, a sub-consultant for Bohannon Huston, is assisting with engineering support to setup SCADA equipment and software to operate, view what is happening real time, and record data at the new White Rock Reclamation Facility.

With the change over to the new Ignition software for SCADA in White Rock, this prompted LAC County staff to pursue transitioning the Los Alamos plant to this new SCADA system at this time. The Los Alamos SCADA system is outdated and significant upgrades are required soon to maintain reliability. Upgrading the Los Alamos Plant SCADA software and equipment will keep both plants consistent in software and equipment facilitating repairs and maintenance. The amount requested for Amendment No. 4 is \$72,275.00. The total agreement amount is \$2,621,279.16. No time extension is requested from Bohannon Huston and the new system will be completed by July 30, 2025.

Alternatives

If Amendment No.4 to AGR19-47 with Bohannon Huston for Engineering Services for the White Rock Water Reclamation Facility is not approved, staff will need to work between two different SCADA systems to check on plant operations between both Wastewater Treatment plants.

Fiscal and Staff Impact

This amendment will be funded by Clean Water State Revolving Loan 110 and it has been pre-approved by this funding agency. A summary of costs for the project is provided in Attachment B.

Attachments

A - Amendment No. 4 to AGR19-27

B - White Rock WRRF Project Budget Summary May 2024

ATTACHMENT VI – AMENDMENT TO AGREEMENTS FOR ENGINEERING SERVICES
Amendment No. 4

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 19th day of July, 2019 (effective date of Agreement) by and between the Incorporated County of Los Alamos, the OWNER, and Bohannon Huston, Inc., the ENGINEER, the OWNER and ENGINEER agree this 11th day of April, 2024 (effective date of Amendment) that ENGINEER shall modify the Agreement and furnish ENGINEERING SERVICES in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Description of Modifications:

This amendment has been prepared as an additional services request to provide SCADA Integration services as new Task 12.

B. Perform or provide the following tasks and/or deliverables:

See attached proposal letter dated April 2, 2024.

C. Cost Proposal – Include hourly breakdown for each task

See April 2, 2024 proposal, Attachment A.

D. Reimbursable Expense Schedule

See April 2, 2024 proposal, Attachment A

E. Agreement Summary:

Original agreement amount:	<u>\$2,049,289.00</u>
Net change for prior amendments:	<u>\$ 499,715.16</u>
This amendment amount:	<u>\$ 72,275.00</u>
Adjusted Agreement amount:	<u>\$2,621,279.16</u>


F. Contract Time shall be 730 calendar days from the date of the OWNERS signature on Attachment VI. The services described in this amendment shall be completed and accepted by the OWNER by 07/30/2025 (DATE). If these services have not been completed and accepted by 07/30/2025 the ENGINEER shall pay the OWNER liquidated damages as outlined in the contract.

[Attachment A](#)

2. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Philo Shelton III
Title Manager, Department of Public Utilities, Incorporated County of Los Alamos

By:  _____ Date: April 2, 2024
ENGINEER
Type Name Todd Burt
Title Senior Vice President
Address 7500 Jefferson Street NE
Albuquerque, NM 87109

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name _____
Date _____

April 2, 2024

Philo S. Shelton
Manager, Department of Public Utilities
Incorporated County of Los Alamos
1000 Central Ave., Suite 130
Los Alamos, NM 87544

Re: Amendment No. 4 for AGR19-47 Los Alamos County White Rock Wastewater Facility Project

Dear Mr. Shelton:

Bohannon Huston, Inc. (BHI) is currently assisting the Incorporated County of Los Alamos (County) with engineering support during the construction phase for the White Rock Water Resource Reclamation Facility (WRRF). As part of this scope of work, the BHI team completed SCADA Integration at the White Rock Facility. During the construction phase, it was identified that the two (2) Los Alamos County facilities (White Rock and the LA WWTP) should have consistent SCADA equipment and software to provide to allow the operations to be consistent at these two facilities. The following scope of services has been prepared as contract Amendment No. 4 to integrate the two (2) facilities with each other. The following goals are included with this scope of work:

- Update the existing main PLC program to be structured and modernized based on programming standards developed at White Rock.
- Develop the SCADA software in Ignition by building a tag database for the updated PLC as well as new HMI screens for the LA WWTP. Provide an updated alarm system that includes voice and text notification functionality.
- Provide historian functionality by recording tag data for key process tags to the SCADA SQL server. Develop trending functionality and provide standard and custom reports that allow the operator to export information to Excel or to PDF.
- Provide recommendations to the County for future control system needs to aid in developing a long-term maintenance plan.

This work shall be completed by SKM as a subconsultant to BHI. Their proposal is attached (see Attachment A). The amount requested for Amendment No. 4 is a lump sum fee of \$72,275.00 (excluding NMGRT). With the approval of Amendment No. 4, the total contract would be increased to \$2,621,279.16 (excluding NMGRT).

We have very much enjoyed working with you and the Los Alamos County team and appreciate the opportunity to continue supporting the County through the construction of the White Rock Wastewater Facility project.

Please feel free to contact me at tburt@bhinc.com with any questions.

Philo S. Shelton
Incorporated County of Los Alamos
April 2, 2024
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Burt". The signature is stylized with a large, looping initial "T" and "B".

Todd Burt, PE
Senior Vice President
Water and Wastewater Systems

TAB/ab
Enclosure

cc: Clay Moseley, Los Alamos County (w/encl.)
James Alarid, Los Alamos County (w/encl.)
James Martinez, Los Alamos County (w/encl.)



Los Alamos County

Los Alamos Wastewater Treatment Plant

SCADA Upgrade Project

April 2024

System Integration Scope of Work

Revision 0

1. Introduction

Los Alamos County (LAC) requires System Integration Services to modernize its existing PLC and SCADA infrastructure at the Los Alamos Wastewater Treatment Plant (LAWWTP). These improvements will replace the outdated Supervisory Control and Data Acquisition (SCADA) system with Inductive Automation's Ignition software which has been centralized at the Pajaritos Cliff Site (PCS) and is being implemented at the White Rock Wastewater Treatment Plant (WRWWTP). The existing control room at LAWWTP requires a new computer with keyboard, mouse, and 27" monitor. In addition, the existing wall mounted monitor should be updated with a modern 60" screen. These hardware components have been included in the project costs; however, LAC may choose to supply these items.

2. Project Goals

This Scope of Work has been developed to achieve the following goals:

- Update the existing main PLC program to be structured and modernized based on programming standards developed at White Rock.
- Develop the SCADA software in Ignition by building a tag database for the updated PLC as well as new HMI screens for the LAWWTP. Provide an updated alarm system that includes voice and text notification functionality.
- Provide historian functionality by recording tag data for key process tags to the SCADA SQL server. Develop trending functionality and provide standard and custom reports that allow the operator to export information to Excel or to PDF.
- Provide recommendations to LAC for future control system needs to aid in developing a long-term maintenance plan.

3. Responsibilities of Others

The following work will be required by others and will not be performed by SKM:

- IT services such as updating firewall rules, setting up VPN connections and any other IT related services required for the project.
- It is assumed that LAC staff will assist SKM in the installation of the new 60" monitor at the plant.

4. Scope of Services

The Scope of Services has been divided into the following tasks (each task is further described below):

1. Task 1 – Project Management
2. Task 2 – Hardware
3. Task 3 – Labor

4.1.Task 1 – Project Management

This task includes our internal Project Management Plan (PMP) to guide the project team through its work. The PMP will identify format and schedules for progress meetings, project deliverables, and quality control. This task includes coordinating team responsibilities, project communications, Quality Management procedures, budget tracking, project schedule, and accountability reporting.

4.2.Task 2 – Hardware

Provide the following equipment for the project:

- New Dell Optiplex Workstation with the following:
 - Intel i7 Processor
 - 16GB RAM
 - 500GB Hard Drive
 - Video Card to handle up to two 4K displays
 - Wireless Keyboard/Mouse
 - 27" HD Monitor
- New Samsung 60" Wall Mounted Display and Wall Mount Bracket

4.3.Task 3 – Labor

Provide system integration services for the project as follows:

- Update the existing PLC program to modern standards utilizing Allen-Bradley Add-On Instructions. The existing program has some good tagging standards but is fairly messy and antiquated. There are roughly 400 I/O points in this PLC and roughly 2000 rungs of logic. We anticipate this effort will require 60 hours of work.

ATTACHMENT A

- Develop the SCADA tag database for the LAWWTP based upon the new PLC program. The tag database will be divided into individual folders for each system and each control loop in each system. We estimate the tag database development to require 40 hours of work. The tag database will include tag security so that only authorized users may manipulate any settings. Program alarm tags and historical tags.
- Develop the SCADA screens for the LAWWTP. This includes a main overview screen and main process screens. Each piece of equipment (or each control loop) will have a popup screen for additional information, monitoring, and control. Develop the alarm screen, alarm notification screen, communications screen, trending screen, and reporting screen. We estimate the SCADA software development to require 120 hours of work.
- Decommission the existing PLC code and deploy the new code. Deploy the new SCADA software at the LAWWTP. Work with LAC staff to install the computer and wall mounted screen. Thoroughly test the software functionality and eliminate any bugs. Work with plant staff to develop a punch list and to customize the screens to their liking. Remove the existing SCADA computer and decommission the old PLC code. We anticipate one week on site for the final cutover. We estimate the implementation of the cutover to require 80 hours.

5. Cost Breakdown

See the next page for a cost breakdown.

**White Rock Water Resource Reclamation Facility
Design and Construction Cost as of May 2024**

Design: AGR19-47 Bohannan Huston		Executed
AGR19-47	\$2,049,289.00	7/31/2019
Amendment No. 1	\$0.00	9/19/2022
Amendment No. 2	\$88,673.56	11/9/2022
Amendment No. 3	\$411,041.60	8/3/2023
Amendment No. 4	\$72,275.00	Pending
Total	\$2,621,279.16	
NMGRT (7.8750%)	\$206,425.73	
Total Design	\$2,827,704.89	
Construction: IFB22-27 RMCI, Inc.		Executed
Contract	\$25,328,082.17	1/5/2022
Change Order No. 1	\$69,305.00	1/5/2022
Change Order No. 2	\$147,987.99	9/9/2022
Change Order No. 3	\$24,121.11	9/20/2022
Change Order No. 4	\$176,062.66	3/24/2023
Change Order No. 5	\$42,791.29	11/27/2023
Change Order No. 6	-\$377,763.16	5/15/2024
Total Construction (including GRT)	\$25,410,587.06	
Total Design and Construction	\$28,238,291.95	
\$30 Million Loan Balance	\$1,761,708.05	



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: C.

Index (Council Goals): Quality Governance - Fiscal Stewardship; DPU FY2022 - 2.0 Achieve and Maintain Excellence in Financial Performance

Presenters: Ben Olbrich, Deputy Utilities Manager - Power Supply and Karen Kendall, Deputy Utilities Manager - Finance

Legislative File: 18392-24

Title

Approval of DOE/LAC Resource Pool Budget for Fiscal Years 2025 & 2026

Recommended Action

I move that Council approve the 2025-2026 Resource Pool Budget as presented.

Utilities Manager Recommendation

The Utilities Manager recommends approval of this 2025-2026 Resource Pool Budget as presented.

Board, Commission or Committee Recommendation

The Board of Public Utilities reviewed this budget at their regular meeting of May 15, 2024 and recommends that Council approve this 2025-2026 Resource Pool Budget as presented.

Body

The Electric Energy Coordination Agreement (ECA) between the County of Los Alamos and the Department of Energy requires that a 24-month budget be approved each year. The budget process begins with both parties preparing a load projection by month for the budget period. Based on the load projections, the Power Supply division prepares a resource supply projection that matches the available resources to the projected loads and estimates the variable costs for County owned resources and purchased power. Finally, costs for projected generation, purchases, and transmission are allocated to the parties based on the terms of the ECA.

The projected power pool total costs per MWh are \$73.74 and \$72.52 for fiscal years 2025 and 2026, respectively. Costs to the LAPP participants vary due to each party's load factors. The projected costs to the County per MWh are \$87.17 and \$78.88 for fiscal years 2025 and 2026, respectively. Los Alamos costs include approximately \$2.5 million for the Vertical Breaker Project which is not a pool expense. This budget was approved by the Operating Committee on April 23, 2024.

Alternatives

Due to the fact that certain costs are billed to the participants as budgeted (fixed charges associated with the various resources) and reconciled in the next budget cycle, if this budget is not approved by the Board and Council, significant adjustments will be needed to reconcile actual billings with the budget once a budget is approved.

Fiscal and Staff Impact

None. DPU's expenditure authority for purchased power costs is incorporated into the budget approved by the Utilities Board and County Council during the normal County budget

cycle. Approval of this Resource Pool budget is a contractual requirement of the ECA. The Resource Pool budget may differ somewhat from the purchased power expenditure authority requested by DPU during the normal County budget cycle due to timing differences in the budget cycles.

Attachments

A - Resource Pool 24-month Budget Package FY25-26

Energy, MWh	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Totals
Days	31	31	30	31	30	31	31	28	31	30	31	30	365
Laramie	6,547	6,547	6,336	6,547	6,336	6,547	5,952	5,376	5,952	4,320	5,952	5,760	72,173
El Vado	0	0	0	0	0	0	0	0	0	0	0	0	0
Abiquiu	5,059	4,427	3,060	3,162	0	0	0	0	1,897	5,508	8,854	5,508	37,475
Abiquiu LFTG	315	333	443	710	703	633	778	530	776	892	751	274	7,139
Mercuria 40 MW PPA	29,760	29,760	28,800	29,760	28,800	29,760	29,760	26,880	29,760	28,800	29,760	28,800	350,400
LANL CT, 25 MW	14,285	14,285	13,824	14,880	14,400	14,285	11,904	0	0	0	11,904	13,824	123,590
WAPA DOE, Firm	4,963	5,039	4,905	5,079	5,631	5,410	6,183	6,404	6,735	6,316	6,518	6,796	69,979
WAPA LAC, Firm	357	339	338	481	501	583	518	461	481	350	343	340	5,092
WAPA Peaking	0	0	0	0	0	0	0	0	0	0	0	0	0
WAPA WRP and CDP	0	0	0	0	0	11,556	2,568	9,996	3,852	0	0	0	27,972
PV Landfill	149	149	144	149	144	149	149	134	149	144	149	144	1,752
Future Resource (PPA)	0	0	0	0	0	0	0	0	0	0	0	0	0
Economy Purchases	2,100	6,400	6,300	4,100	8,800	0	0	0	1,700	4,000	0	3,500	36,900
Economy Sales	0	0	0	0	0	0	(5,100)	(600)	0	0	(3,800)	0	(9,500)
Load + Losses	49,244	52,966	50,283	49,989	50,857	54,458	40,825	49,168	51,249	50,248	48,428	51,051	598,765
MWh Avail	63,535	67,279	64,150	64,868	65,315	68,923	52,712	49,181	51,302	50,330	60,430	64,946	722,972
MWh Scheduled	49,251	52,994	50,326	49,988	50,915	54,638	40,808	49,181	51,302	50,330	48,526	51,122	599,382
MWh +Excess/-Deficit	7	28	43	(1)	58	180	(17)	13	54	83	98	71	617
DOE Raw Load	50,429	53,415	52,256	52,415	51,872	54,112	38,518	36,564	38,315	38,401	48,465	51,857	566,619
DOE Total	36,144	39,130	38,432	37,535	37,472	39,827	26,614	36,564	38,315	38,401	36,561	38,033	443,029
LAC	11,471	12,084	10,188	10,801	11,703	12,830	12,861	10,978	11,239	10,185	10,266	11,330	135,936
Total Load	47,615	51,214	48,620	48,336	49,175	52,657	39,475	47,542	49,554	48,586	46,827	49,363	578,965
Losses	1,628	1,752	1,663	1,653	1,682	1,801	1,350	1,626	1,695	1,662	1,601	1,688	19,801
DOE %	76%	76%	79%	78%	76%	76%	67%	77%	77%	79%	78%	77%	77%
LAC %	24%	24%	21%	22%	24%	24%	33%	23%	23%	21%	22%	23%	23%
Purchase (MWh)	2,249	6,549	6,444	4,249	8,944	11,705	2,717	10,130	5,701	4,144	149	3,644	66,624
% of Total	5	12	13	8	18	21	7	21	11	8	0	7	11
Capacity, MW	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Totals
LRS Unit-day @100%	62	62	60	62	60	62	62	56	62	45	62	60	
Laramie	11	11	11	11	11	11	10	10	10	8	10	10	
El Vado	0	0	0	0	0	0	0	0	0	0	0	0	
Abiquiu	8	7	5	5	0	0	0	0	3	9	14	9	
Abiquiu LFTG	0	1	1	1	1	1	1	1	1	1	1	0	
Mercuria 40 MW PPA	40	40	40	40	40	40	40	40	40	40	40	40	
LANL CT, 25 MW	24	24	24	25	25	24	20	0	0	0	20	24	
WAPA DOE, Firm	10	10	8	10	10	12	12	11	10	8	8	9	
WAPA LAC, Firm	1	1	1	1	1	1	1	1	1	1	1	1	
WAPA Peaking	0	0	0	0	0	0	0	0	0	0	0	0	
PV Landfill	1	1	1	1	1	1	1	1	1	1	1	1	

Department of Energy / Los Alamos County Resource Pool
Fiscal Year 2025
Budget

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total	Total MWh	Cost per MWh
Los Alamos County Resources															
Generation															
El Vado Demand Charge	40,618	40,618	40,618	40,618	40,618	40,618	40,618	40,618	40,618	40,618	40,618	40,618	487,411		
El Vado Energy Charge	73,656	73,656	73,656	73,656	73,656	73,656	73,656	73,656	73,656	73,656	73,656	73,656	883,870	-	\$ -
Abiquiu Demand Charge	98,165	98,165	98,165	98,165	98,165	98,165	98,165	98,165	98,165	98,165	98,165	98,165	1,177,980		
Abiquiu Energy Charge	199,266	199,266	199,266	199,266	199,266	199,266	199,266	199,266	199,266	199,266	199,266	199,266	2,391,190	44,614	\$ 80.00
Laramie River Station Demand	77,559	77,559	77,559	77,559	77,559	77,559	77,559	77,559	77,559	77,559	77,559	77,559	930,713		
Laramie River Station Energy	98,825	98,825	95,637	98,825	95,637	98,825	89,841	81,147	76,799	43,471	73,901	86,943	1,038,676	72,173	\$ 27.29
Western Demand	6,237	6,237	6,237	9,267	9,267	9,267	9,267	9,267	9,267	6,237	6,237	6,237	93,025		
Western Energy	5,501	5,223	5,208	7,411	7,719	8,983	7,981	7,103	7,411	5,393	5,285	5,239	78,456	5,092	\$ 33.68
Other Purchased Power	147,000	448,000	441,000	287,000	616,000	808,920	179,760	699,720	388,640	280,000	-	245,000	4,541,040	64,872	\$ 70.00
Economy Sales							(326,700)				(248,292)		(574,992)	(8,800)	\$ 65.34
Mercuria 40 MW \$76.75	2,284,080	2,284,080	2,210,400	2,284,080	2,210,400	2,284,080	2,284,080	2,063,040	2,284,080	2,210,400	2,284,080	2,210,400	26,893,200	350,400	\$ 76.75
Transmission															
Western (LRS)	49,038	49,038	49,038	49,038	49,038	49,038	49,038	49,038	49,038	49,038	49,038	49,038	588,458		
PNM Wheeling	283,909	283,909	283,909	283,909	283,909	283,909	283,909	283,909	283,909	283,909	283,909	283,909	3,406,903		
NORA	5,037	5,037	5,037	5,037	5,037	5,037	5,037	5,037	5,037	5,037	5,037	5,037	60,441		
Jemez	3,189	5,155	2,983	3,360	6,700	5,242	1,789	1,219	6,798	22,234	26,122	13,473	98,264		
Tri-State	881	1,424	824	928	1,851	1,448	494	337	1,878	6,143	7,217	3,722	27,149		
Other Costs															
Dispatch Center	192,632	192,632	192,632	192,632	192,632	192,632	192,632	192,632	192,632	192,632	192,632	192,632	2,311,586		
Less Kirtland Credit	(45,451)	(45,978)	(44,002)	(42,068)	(40,439)	(40,497)	(44,934)	(42,678)	(45,364)	(46,004)	(44,743)	(45,137)	(527,293)		
Administrative Costs	179,391	179,391	179,391	179,391	179,391	179,391	179,391	179,391	179,391	179,391	179,391	179,391	2,152,695		
Summary															
Demand Charges	752,423	754,405	753,607	759,054	764,947	763,027	754,183	755,712	760,147	776,176	782,400	765,863	9,141,944		
Energy Charges	2,947,110	3,247,832	3,163,949	3,089,020	3,341,460	3,612,512	2,646,666	3,262,714	3,168,635	2,950,968	2,526,678	2,959,286	36,916,830		
Customer Charges															
Los Alamos Resource Total	3,699,532	4,002,237	3,917,556	3,848,074	4,106,407	4,375,539	3,400,849	4,018,425	3,928,782	3,727,144	3,309,078	3,725,148	46,058,774	528,351	\$87.17

Department of Energy / Los Alamos County Resource Pool
Fiscal Year 2025
Budget

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total	Total MWh	Cost per MWh
Department of Energy Resources															
Generation															
Combustion Turbine														123,590	\$ -
Western Demand	90,651	90,651	90,651	90,651	90,651	90,651	90,651	90,651	90,651	90,651	90,651	90,651	1,087,812		
Western Energy	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	997,188	69,979	\$ 29.79
Western Peaking Capacity/TX	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	315,000		
Transmission															
562/571 115KV O&M	37,682	51,049	48,658	31,114	39,468	45,230	37,451	39,180	42,061	41,197	52,432	39,468	504,990		
Maintenance Projects	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500	750,000		
SCADA O&M	76,357	103,444	98,599	63,047	79,977	91,652	75,890	79,393	85,231	83,479	106,247	79,977	1,023,295		
Other Costs															
SCADA Backup Control Center	161	161	161	161	161	161	161	161	161	161	161	161	1,930		
SCADA IT Investment	28,901	28,901	28,901	28,901	28,901	28,901	28,901	28,901	28,901	28,901	28,901	28,901	346,810		
Power Grid Infrastructure Project	32,413	32,413	32,413	32,413	32,413	32,413	32,413	32,413	32,413	32,413	32,413	32,413	388,956		
TA03 Substation	51,529	51,529	51,529	51,529	51,529	51,529	51,529	51,529	51,529	51,529	51,529	51,529	618,343		
Summary															
Demand Charges	406,444	446,898	439,661	386,565	411,849	429,286	405,746	410,977	419,696	417,080	451,083	411,849	5,037,135		
Energy Charges	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	997,188		
Customer Charges															
Department of Energy Total	489,543	529,997	522,760	469,664	494,948	512,385	488,845	494,076	502,795	500,179	534,182	494,948	6,034,323	193,569	\$ 31.17

Department of Energy / Los Alamos County Resource Pool
Fiscal Year 2025
Budget

Resource Cost	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total	Total MWh	Cost per MWh
Demand															
Los Alamos	752,423	754,405	753,607	759,054	764,947	763,027	754,183	755,712	760,147	776,176	782,400	765,863	9,141,944		
Department of Energy	406,444	446,898	439,661	386,565	411,849	429,286	405,746	410,977	419,696	417,080	451,083	411,849	5,037,135		
Total	1,158,866	1,201,303	1,193,269	1,145,619	1,176,796	1,192,314	1,159,929	1,166,689	1,179,843	1,193,256	1,233,482	1,177,712	14,179,078		
Energy															
Los Alamos	2,947,110	3,247,832	3,163,949	3,089,020	3,341,460	3,612,512	2,646,666	3,262,714	3,168,635	2,950,968	2,526,678	2,959,286	36,916,830		
Department of Energy	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	83,099	997,188		
Total	3,030,209	3,330,931	3,247,048	3,172,119	3,424,559	3,695,611	2,729,765	3,345,813	3,251,734	3,034,067	2,609,777	3,042,385	37,914,018		
MW Demand															
LAC Actual Demand	20	19	15	17	18	18	19	17	17	15	15	21			
DOE Actual Demand	77	81	81	81	81	82	63	62	60	60	77	82			
Total Actual Demand	97	100	96	97	100	100	82	79	77	75	92	103			
MW Billing Demand															
LAC Billing Demand	20	19	15	17	18	18	19	17	17	15	15	21			
DOE Billing Demand	77	81	81	81	81	82	63	62	60	60	77	82			
Total Billing Demand	97	100	96	97	100	100	82	79	77	75	92	103			
Norton-WTA Demand															
LAC Billing Demand	20	19	15	17	18	18	19	17	17	15	15	21			
DOE Billing Demand	77	81	81	81	81	82	65	65	65	65	77	82			
Total Billing Demand	97	100	96	97	100	100	84	82	82	80	92	103			
Total Resource Cost	4,189,075	4,532,234	4,440,317	4,317,739	4,601,355	4,887,924	3,889,695	4,512,502	4,431,577	4,227,323	3,843,260	4,220,097	52,093,097	702,555	\$ 74.15
Los Alamos Demand %	20.75%	18.96%	15.49%	17.04%	18.48%	17.91%	23.25%	21.23%	21.78%	19.52%	15.86%	20.71%			
Los Alamos Energy %	22.87%	21.47%	20.83%	19.66%	19.30%	17.50%	22.62%	20.91%	18.85%	19.20%	21.31%	21.20%			
Department of Energy Demand %	79.25%	81.04%	84.51%	82.96%	81.52%	82.09%	76.75%	78.77%	78.22%	80.48%	84.14%	79.29%			
Department of Energy Energy %	77.13%	78.53%	79.17%	80.34%	80.70%	82.50%	77.38%	79.09%	81.15%	80.80%	78.69%	78.80%			
Los Alamos Power Cost															
Demand	240,409	227,807	184,893	195,196	217,486	213,587	269,677	247,654	256,994	232,941	195,680	243,949			
Energy	693,068	715,204	676,472	623,495	660,943	646,872	617,451	699,598	612,885	582,632	556,136	645,134			
Customer															
Total	933,478	943,011	861,365	818,691	878,429	860,459	887,128	947,252	869,879	815,573	751,816	889,083	10,456,163	135,938	\$ 76.92
Department of Energy Power Cost															
Demand	918,457	973,496	1,008,376	950,423	959,310	978,727	890,252	919,035	922,849	960,315	1,037,803	933,763			
Energy	2,337,140	2,615,727	2,570,576	2,548,625	2,763,617	3,048,738	2,112,315	2,646,214	2,638,848	2,451,435	2,053,641	2,397,250			
Customer															
Total	3,255,597	3,589,223	3,578,952	3,499,048	3,722,927	4,027,465	3,002,567	3,565,249	3,561,697	3,411,751	3,091,444	3,331,013	41,636,934	566,617	\$ 73.48
Net Due to Los Alamos	2,766,054	3,059,226	3,056,192	3,029,384	3,227,979	3,515,080	2,513,722	3,071,173	3,058,902	2,911,571	2,557,262	2,836,065	35,602,611		
Distribution Expense	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(24,552)		
														DOE TOTAL	\$ 73.44
Net Adjusted due Los Alamos	2,764,008	3,057,180	3,054,146	3,027,338	3,225,933	3,513,034	2,511,676	3,069,127	3,056,856	2,909,525	2,555,216	2,834,019	35,578,059		

Energy (MWh)	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Totals
Days	31	31	30	31	30	31	31	28	31	30	31	30	365
Laramie	6,547	6,547	6,336	6,547	6,336	6,547	6,547	5,914	6,547	4,224	3,274	5,386	70,752
El Vado	0	0	0	0	0	0	0	0	0	0	0	0	0
Abiquiu	5,059	4,427	3,060	3,162	0	0	0	0	1,897	5,508	8,854	5,508	37,475
Abiquiu LFTG	315	333	443	710	703	633	778	530	776	892	751	274	7,139
Mercuria 40 MW PPA	29,760	29,760	28,800	29,760	28,800	29,760	29,760	26,880	0	0	0	0	233,280
LANL CT, 25 MW	14,285	14,285	13,824	14,880	14,400	14,285	11,904	0	0	0	11,904	13,824	123,590
WAPA DOE, Firm	4,963	5,039	4,905	5,079	5,631	5,410	6,183	6,404	6,735	6,316	6,518	6,796	69,979
WAPA LAC, Firm	357	339	338	481	501	583	518	461	481	350	343	340	5,092
WAPA Peaking	0	0	0	0	0	0	0	0	0	0	0	0	0
WAPA WRP and CDP	0	0	0	0	0	0	0	0	0	0	0	0	0
PV Landfill	179	179	173	179	173	179	179	161	179	173	179	173	2,102
Foxtail Flats (PPA)	0	0	0	0	0	0	0	0	29,585	28,631	29,585	28,631	116,433
Economy Purchases	5,500	6,700	6,500	4,400	8,400	11,800	0	9,200	3,200	2,300	0	6,000	64,000
Economy Sales	0	0	0	0	0	0	(2,800)	0	0	0	(3,000)	0	(5,800)
Load + Losses	52,604	53,255	50,555	50,277	50,460	54,907	41,162	49,510	49,375	48,323	46,442	52,980	599,850
MWh Avail	66,965	67,609	64,378	65,198	64,944	69,196	53,069	49,550	49,401	48,394	58,407	66,932	724,043
MWh Scheduled	52,680	53,324	50,554	50,318	50,544	54,911	41,165	49,550	49,401	48,394	46,503	53,108	600,452
MWh +Excess/-Deficit	77	69	(1)	41	84	5	2	40	25	72	61	127	602
DOE Raw Load	53,563	53,573	52,416	52,586	51,372	54,418	38,716	36,783	36,391	36,439	46,442	53,610	566,308
DOE Total	39,278	39,288	38,592	37,706	36,972	40,133	26,812	36,783	36,391	36,439	34,538	39,786	442,718
LAC	11,586	12,206	10,291	10,908	11,820	12,958	12,989	11,089	11,352	10,286	10,369	11,442	137,296
Total Load	50,864	51,494	48,883	48,614	48,792	53,091	39,801	47,872	47,743	46,725	44,907	51,228	580,014
Losses	1,740	1,761	1,672	1,663	1,669	1,816	1,361	1,637	1,633	1,598	1,536	1,752	19,836
DOE %	77%	76%	79%	78%	76%	76%	67%	77%	76%	78%	77%	78%	76%
LAC %	23%	24%	21%	22%	24%	24%	33%	23%	24%	22%	23%	22%	24%
Purchase (MWh)	5,679	6,879	6,673	4,579	8,573	11,979	179	9,361	32,964	31,104	29,764	34,804	182,535
% of Total	11	13	13	9	17	22	0	19	67	64	64	66	30
Capacity, MW	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Totals
LRS Unit-day @100%	62	62	60	62	60	62	62	56	62	40	31	51	
Laramie	11	11	11	11	11	11	11	11	11	7	6	9	
El Vado	0	0	0	0	0	0	0	0	0	0	0	0	
Abiquiu	8	7	5	5	0	0	0	0	3	9	14	9	
Abiquiu LFTG	0	1	1	1	1	1	1	1	1	1	1	0	
Mercuria 40 MW PPA	40	40	40	40	40	40	40	40	0	0	0	0	
LANL CT, 25 MW	24	24	24	25	25	24	20	0	0	0	20	24	
WAPA DOE, Firm	10	10	8	10	10	12	12	11	10	8	8	9	
WAPA LAC, Firm	1	1	1	1	1	1	1	1	1	1	1	1	
WAPA Peaking	0	0	0	0	0	0	0	0	0	0	0	0	
PV Landfill	1	1	1	1	1	1	1	1	1	1	1	1	

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Los Alamos County Resources	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Total	Total MWh	Cost per MWh
Generation															
El Vado Demand Charge	62,055	62,055	62,055	62,055	62,055	62,055	62,055	62,055	62,055	62,055	62,055	62,055	744,661		
El Vado Energy Charge	75,293	75,293	75,293	75,293	75,293	75,293	75,293	75,293	75,293	75,293	75,293	75,293	903,517	-	\$ -
Abiquiu Demand Charge	72,827	72,827	72,827	72,827	72,827	72,827	72,827	72,827	72,827	72,827	72,827	72,827	873,921		
Abiquiu Energy Charge	149,755	149,755	149,755	149,755	149,755	149,755	149,755	149,755	149,755	149,755	149,755	149,755	1,797,058	44,614	\$ 59.87
Laramie River Station Demand	93,104	93,104	93,104	93,104	93,104	93,104	93,104	93,104	93,104	93,104	93,104	93,104	1,117,249		
Laramie River Station Energy	98,825	98,825	95,637	98,825	95,637	98,825	89,841	81,147	76,799	43,471	73,901	86,943	1,038,676	68,813	\$ 31.33
Western Demand	6,549	6,549	6,549	9,731	9,731	9,731	9,731	9,731	9,731	6,549	6,549	6,549	97,677		
Western Energy	5,501	5,223	5,208	7,411	7,719	8,983	7,981	7,103	7,411	5,393	5,285	5,239	82,379	5,092	\$ 35.36
Other Purchased Power	385,000	469,000	455,000	308,000	588,000	826,000	-	644,000	224,000	161,000	-	420,000	4,480,000	64,000	\$ 70.00
Economy Sales							(182,952)				(196,020)		(378,972)	(5,800)	\$ 65.34
Mercuria 40 MW \$76.75	2,284,080	2,284,080	2,210,400	2,284,080	2,210,400	2,284,080	2,284,080	2,063,040	-	-	-	-	17,904,240	233,280	\$ 76.75
Foxtail Flats Battery Storage									540,000	540,000	540,000	540,000	2,160,000		
Foxtail Flats Energy									1,578,232	1,527,322	1,578,232	1,527,322	6,211,108	163,968	\$ 37.88
Transmission															
Western (LRS)	51,490	51,490	51,490	51,490	51,490	51,490	51,490	51,490	51,490	51,490	51,490	51,490	617,881		
PNM Wheeling	283,909	283,909	283,909	283,909	283,909	283,909	283,909	283,909	283,909	283,909	283,909	283,909	3,406,903		
NORA	5,037	5,037	5,037	5,037	5,037	5,037	5,037	5,037	5,037	5,037	5,037	5,037	60,441		
Jemez	3,189	5,155	2,983	3,360	6,700	5,242	1,789	1,219	6,798	22,234	26,122	13,473	98,264		
Tri-State	908	1,468	849	957	1,907	1,492	510	347	1,935	6,328	7,428	3,835	27,964		
Other Costs															
Norton-STA debt service													-		
Dispatch Center	197,169	197,169	197,169	197,169	197,169	197,169	197,169	197,169	197,169	197,169	197,169	197,169	2,366,031		
Less Kirtland Credit	(46,814)	(47,357)	(45,323)	(43,330)	(41,652)	(41,712)	(46,282)	(43,958)	(46,725)	(47,384)	(46,085)	(46,491)	(543,112)		
Administrative Costs	184,185	184,185	184,185	184,185	184,185	184,185	184,185	184,185	184,185	184,185	184,185	184,185	2,210,220		
Summary															
Demand Charges	778,725	780,709	779,952	785,612	791,580	789,647	780,642	782,232	1,326,634	1,342,620	1,348,907	1,332,260	11,619,519		
Energy Charges	3,133,335	3,217,058	3,126,175	3,058,246	3,261,686	3,577,817	2,558,880	3,155,219	2,246,373	2,097,115	1,821,328	2,399,433	33,652,664		
Customer Charges															
Los Alamos Resource Total	3,912,060	3,997,767	3,906,126	3,843,857	4,053,266	4,367,464	3,339,521	3,937,452	3,573,006	3,439,735	3,170,236	3,731,692	45,272,183	573,967	\$ 78.88

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	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Total	Total MWh	Cost per MWh
Department of Energy Resources															
Generation															
Combustion Turbine														123,590	
Western Demand	93,371	93,371	93,371	93,371	93,371	93,371	93,371	93,371	93,371	93,371	93,371	93,371	1,120,446		
Western Energy	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	1,027,104	69,979	\$ 30.69
Western Peaking Capacity/TX	27,038	27,038	27,038	27,038	27,038	27,038	27,038	27,038	27,038	27,038	27,038	27,038	324,450		
Transmission															
562/571 115KV O&M	38,812	52,581	50,118	32,047	40,652	46,587	38,575	40,355	43,323	42,433	54,005	40,652	520,140		
Maintenance Projects	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500	62,500	750,000		
SCADA O&M	78,648	106,548	101,557	64,939	82,376	94,402	78,167	81,775	87,788	85,984	109,434	82,376	1,053,993		
Other Costs															
SCADA Backup Control Center	161	161	161	161	161	161	161	161	161	161	161	161	1,930		
SCADA IT Investment	28,901	28,901	28,901	28,901	28,901	28,901	28,901	28,901	28,901	28,901	28,901	28,901	346,810		
Power Grid Infrastructure Project	32,413	32,413	32,413	32,413	32,413	32,413	32,413	32,413	32,413	32,413	32,413	32,413	388,956		
TA03 Substation	51,529	51,529	51,529	51,529	51,529	51,529	51,529	51,529	51,529	51,529	51,529	51,529	618,343		
Summary															
Demand Charges	413,372	455,040	447,586	392,897	418,939	436,900	412,653	418,041	427,022	424,328	459,350	418,939	5,125,068		
Energy Charges	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	1,027,104		
Customer Charges															
Department of Energy Total	498,964	540,632	533,178	478,489	504,531	522,492	498,245	503,633	512,614	509,920	544,942	504,531	6,152,171	193,569	31.78

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	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Total	Total MWh	Cost per MWh
Resource Cost															
														Total Transmission Cost	
															\$6,535,587
Demand															
Los Alamos	778,725	780,709	779,952	785,612	791,580	789,647	780,642	782,232	1,326,634	1,342,620	1,348,907	1,332,260	11,619,519		
Department of Energy	413,372	455,040	447,586	392,897	418,939	436,900	412,653	418,041	427,022	424,328	459,350	418,939	5,125,068		
Total	1,192,097	1,235,748	1,227,538	1,178,509	1,210,520	1,226,547	1,193,295	1,200,274	1,753,655	1,766,948	1,808,258	1,751,199	16,744,587		
Energy															
Los Alamos	3,133,335	3,217,058	3,126,175	3,058,246	3,261,686	3,577,817	2,558,880	3,155,219	2,246,373	2,097,115	1,821,328	2,399,433	33,652,664		
Department of Energy	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	85,592	1,027,104		
Total	3,218,927	3,302,650	3,211,766	3,143,838	3,347,278	3,663,409	2,644,472	3,240,811	2,331,965	2,182,707	1,906,920	2,485,025	34,679,768		
MW Demand															
LAC Actual Demand	20	19	15	17	19	18	19	17	17	15	15	22			
DOE Actual Demand	82	82	82	82	82	84	65	64	58	58	75	85			
Total Actual Demand	102	101	97	98	101	102	85	81	76	73	90	106			
MW Billing Demand															
LAC Billing Demand	20	19	15	17	19	18	19	17	17	15	15	22			
DOE Billing Demand	82	82	82	82	82	84	65	64	58	58	75	85			
Total Billing Demand	102	101	97	98	101	102	85	81	76	73	90	106			
Norton-WTA Demand															
LAC Billing Demand	20	19	15	17	19	18	19	17	17	15	15	22			
DOE Billing Demand	82	82	82	82	82	84	65	65	65	65	75	85			
Total Billing Demand	102	101	97	98	101	102	85	82	82	80	90	106			
Total Resource Cost	4,411,024	4,538,398	4,439,304	4,322,346	4,557,798	4,889,956	3,837,767	4,441,085	4,085,620	3,949,655	3,715,178	4,236,224	51,424,354	703,605	\$ 73.09
Los Alamos Demand %	20.00%	19.04%	15.55%	17.13%	18.65%	17.79%	22.89%	20.97%	22.59%	20.35%	16.43%	20.33%			
Los Alamos Energy %	22.87%	21.47%	20.83%	19.66%	19.30%	17.50%	22.62%	20.91%	18.85%	19.20%	21.31%	21.20%			
Department of Energy Demand %	80.00%	80.96%	84.45%	82.87%	81.35%	82.21%	77.11%	79.03%	77.41%	79.65%	83.57%	79.67%			
Department of Energy Energy %	77.13%	78.53%	79.17%	80.34%	80.70%	82.50%	77.38%	79.09%	81.15%	80.80%	78.69%	78.80%			
Los Alamos Power Cost															
Demand	238,417	235,308	190,836	201,850	225,702	218,184	273,094	251,677	396,232	359,581	297,118	356,039			
Energy	736,232	709,131	669,121	617,936	646,028	641,236	598,158	677,643	439,528	419,145	406,359	526,947			
Customer															
Total	974,650	944,440	859,957	819,786	871,729	859,420	871,252	929,320	835,760	778,727	703,478	882,986	10,331,503	137,296	\$ 75.25
Department of Energy Power Cost															
Demand	953,680	1,000,440	1,036,702	976,658	984,818	1,008,363	920,201	948,597	1,357,423	1,407,366	1,511,139	1,395,160			
Energy	2,482,695	2,593,518	2,542,645	2,525,902	2,701,250	3,022,173	2,046,314	2,563,168	1,892,437	1,763,562	1,500,561	1,958,078			
Customer															
Total	3,436,375	3,593,959	3,579,347	3,502,560	3,686,068	4,030,536	2,966,515	3,511,765	3,249,860	3,170,928	3,011,700	3,353,238	41,092,851	566,308	\$ 72.56
Net Due to Los Alamos	2,937,411	3,053,327	3,046,169	3,024,071	3,181,537	3,508,044	2,468,270	3,008,132	2,737,246	2,661,009	2,466,758	2,848,707	34,940,680		
Distribution Expense	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(2,046)	(24,552)		
													DOE TOTAL	\$ 72.52	
Net Adjusted due Los Alamos	2,935,365	3,051,281	3,044,123	3,022,025	3,179,491	3,505,998	2,466,224	3,006,086	2,735,200	2,658,963	2,464,712	2,846,661	34,916,128		



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: D.

Index (Council Goals): Quality Governance - Communication and Engagement; Quality Excellence - Effective, Efficient, and Reliable Services

Presenters: County Council - Regular Session and Linda Matteson, Deputy County Manager

Legislative File: 18748-24

Title

Appointment to Fill the Two Vacancies of the Board of Registration

Recommended Action

I move that Council appoint Lisa Hampton and Greg White to fill the two vacancies of the County's Board of Registration for the term of July 1, 2023 to June 30, 2025.

Body

The County Council has the responsibility of appointing five voters to the Board of Registration in every odd year. The current Board was appointed in 2023 but two members are now candidates for public office and must be replaced.

The current Board has three members as listed below with their party affiliation.

1. Cameron Counters [D]
2. Betty Gunther [D]
3. Rick Reiss [R]

Two letters of interest were received and are shown in Attachment A.

The Nominees and their political affiliation are shown below.

1. Lisa Hampton [DTS]
2. Greg White [R]

The Board of Registration has the following restrictions apply to those appointed:

--Members of the board of registration shall not during their service be county employees, elected officials or candidates for public office

--Not more than two members of the board of registration shall be members of the same political party at the time of their appointment; provided that: (1) a member of the board of registration shall not have changed party registration in the two years next preceding the member's appointment in such a manner that the member's prior party registration would make the member ineligible to serve on the board of registration; and (2) a member of the board of registration shall not continue to serve on the board of registration if the member changes party registration after the date of appointment in such a manner to make the member ineligible to serve on the board of registration.

Both nominees party affiliations were verified and confirmed that appointing these nominees will not violate the party affiliation requirement.

Attachments

A - Board of Registration Letters of Interest

Matteson, Linda

From: Lisa Hampton <eightsenough@comcast.net>
Sent: Wednesday, May 22, 2024 3:57 PM
To: LACManager; Matteson, Linda
Subject: [EXTERNAL]Position on Los Alamos County Board of Registration

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern,

I am writing to submit a request to be appointed to the Los Alamos County Board of Registration. I am interested in serving on this board so that I may be more actively involved in the County, State, and National Election processes in a nonpartisan manner. I'd also like to set an example for encouraging informed and active participation in government.

I currently serve on the Los Alamos County Health Council and as a Board of Director for the League of Women Voters Los Alamos. I am involved in other volunteer activities within the county and region.

I am registered to vote with Los Alamos County as a Decline to State (DTS) affiliation.

Best Regards,

Lisa Hampton
300 Aragon Avenue
White Rock, NM 87574
eightsenough@comcast.net
505-500-7154

LACManager

From: Greg <greg5x5@att.net>
Sent: Wednesday, May 22, 2024 3:09 PM
To: LACManager
Subject: [EXTERNAL]Board of Registration Application

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the County Council;

My name is Greg White. I am a registered Republican. I would like to be on the Board of Registration.

I consider myself to be a moderate. Some of my views you would call liberal and most you would call conservative. BUT none of my views are to the far end of either side.

The Founding Fathers designed the Constitution to, as best as possible, be fair to everybody. That means checks and balances are built into our system.

Those checks and balances at the local election level include verifying accurate registration rolls and verifying the accuracy of the vote count.

One of you may get mad at me for saying I agree with the experts. The 2020 Presidential election was the most secure and most fair election in US history. Though there were of course some glitches at the local level, and a few dozen cases of voter fraud found (mostly people voting more than once for Trump), there was nothing that would by any stretch of the imagination cause a sane and reasonable person to call foul !

If chosen, I want to be able to assure my fellow Republicans that in Los Alamos this years elections are fair and honest. And if any glitches happen that they were remedied promptly.

Thank you for considering me.

Have a Beautiful Evening

Greg White

600 San Ildefonso Rd #225

Los Alamos, NM 87544



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: E.

Index (Council Goals): Quality of Life - Health, Wellbeing , and Social Services; Quality Governance
- Communication and Engagement

Presenters: Lori Padilla, Chair of the Los Alamos County Health Council, Jessica Strong, Social Services Division Manager and Keith Lepsch, Councilor

Legislative File: 18769-24

Title

Board/Commission Appointment(s) - Los Alamos County Health Council

Recommended Action

I move that Council appoint Jyl Dehaven to the Los Alamos County Health Council for a term beginning on May 28, 2024 and ending on January 6, 2026.

County Manager's Recommendation

The County Manager recommends that Council approve the action as requested.

Body

The purpose of this item is to fill one (1) vacancy on the Los Alamos County Health Council Board.

The applicant for this position is:

Jyl Dehaven [N]

Party affiliations are noted as [D] Democrat, [R] Republican, [I] Independent, [G] Green, [L] Libertarian, [DTS] Declined to State, and [N] Not Registered to Vote.

This 15 member board has 2-year staggered terms beginning in either January 7, 2022 or January 7, 2023 and ending January 6, 2024 or January 6, 2025, . It is currently composed as follows:

Lori Padilla [D]
Morris Pongratz [I]
Jenn Bartram [D]
Joyce Richins [D]
Lindsay Smith [I]
Mary Abigail (Abbie) Nelson [I]
Gisel Martinez [D]
Lisa Hampton [I]
Celeste Raffin [I]

The nominee's party affiliation has been verified with the Clerk's Office.

Currently, five vacancies remain on the Los Alamos Health Council.

Appointing the nominee will not violate the County Charter restriction concerning political party majorities on Boards and Commissions.

Attachments

A - LACHC Board Roster

B - Application Packet Jyl Dehaven

C - Interview Panel Recommendations

2024 Updated Current Roster						
Board #	Board Member	Status	Term	Start Date	End Date	Party Affiliation
1	Lori Padilla (Chair)	In 2nd Term	2	30-Mar-21	6-Jan-25	Democrat
3	Morris Pongratz	In 2nd Term	2	30-Mar-21	6-Jan-25	Independent
4	Jenn Bartram	In 1st Term	1	6-Apr-23	6-Jan-25	Democrat
6	Joyce Richins	In 1st Term	1	6-Apr-23	6-Jan-25	Democrat
7	Lindsay Smith	In 1st Term	1	14-Nov-23	6-Jan-25	Independent
8	Mary Abigail (Abbie) Nelson	In 2nd Term	2	6-Jan-24	6-Jan-26	Independent
9	Gisel Martinez	In 2nd Term	2	6-Jan-24	6-Jan-26	Democrat
10	Lisa Hampton	In 1st Term	1	7-Jan-24	6-Jan-26	Independent
11	Celeste Raffin	In 1st Term	1	27-Feb-24	6-Jan-26	Independent
12						
13						
14						
15						

A - LACHC Board Roster

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

If you are interested in applying for Labor Relations Board, please contact Mary Tapia at 505-662-8040.

Profile

Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Which Boards would you like to apply for?

County Health Council : Submitted

Jyl _____ DeHaven _____
First Name Middle Initial Last Name

<input type="text"/>		<input type="text"/>	
Street Address		Suite or Apt	
<input type="text"/>		<input type="text"/>	<input type="text"/>
City		State	Postal Code
<input type="text"/>			
Email Address			
<input type="text"/>	<input type="text"/>		
Primary Phone	Alternate Phone		

Registered to vote in Los Alamos?

Yes No

Party affiliation as registered: (Select one of the following) *

None of the above

How long have you lived in Los Alamos County?

1 month

How did you learn of this Board/Commission vacancy?

Phil Gursky

Do you currently serve on any County Board or Commission?

Yes No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

Community Service

List boards, commissions, committees, and organizations on which you are currently serving or have served. Include any offices held.

Santa Fe Airport Board - current, Past - CREW (commercial RE Women) Board President, Green Collar Vets (Veterans) - President/Co-founder, Envision Your Future - Board President, EARTH NT - Energy And Resource Technology Hub North texas - President/Co-founder

Employment and Education

List your current and past employment experience.

Commercial Real Estate Broker +30 years - currently VP Northern NM Colliers Associate Professor - University of Texas at Arlington/School of Urban Planning helping lead their Master degree in Sustainability

List your current and past education including any professional or vocational licenses or certificates.

BFA - commercial art MS - clinical nutrition and wellness Licensed RE broker in Texas and NM 6 Sigma certification CCIM completion of classes various sustainability classes and certifications

Interests & Experiences

Why would you like to serve on this particular Board or Commission?

Besides my general interest in health, I view health care and the level of health within the community is an economic driver and quality of life issue. Due to LA being an isolated community and tertiary market, the connectivity to quality healthcare at all levels and for all citizens is critical. However I can be a resource - my hand is up.

What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)

Help create a 'roadmap' to successful health - body/mind/spirit - for the community. Quality health should be a reason to live here - for all generations.

Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.

No

What volunteer or professional activities have you participated in that could apply to this appointment?

being part of the University's team to design and develop a Master's Degree in Sustainability taught me the value of systems, connections, circular thinking, strategic design, and collaboration. It always takes a village - no matter the task at hand.

The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes,

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

Not that I am aware of.

General

Have you ever worked for Los Alamos County?

Yes No

If yes, please list dates and department.

Are you related to any employee of Los Alamos County?

Yes No

If yes, please indicate name and relationship.

Are you aware of any potential conflicts of interest in connection to your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment?

Yes No

If yes, please indicate any potential conflicts.

Are you aware of the time commitment necessary to fulfill the obligations of the Board or Commission to which you seek appointment?

Yes No

Can you commit to approximately 10-15 hours per month to this Board or Commission to prepare for and attend monthly meetings and training as needed?

Yes No

Are you willing to participate in Board and Commission meetings that are recorded and may be live-streamed?

Yes No

Are you willing to have your name listed on the County Boards and Commissions public webpage?

Yes No

If you have any questions, please contact Adrienne Lovato at 505-662-8293

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Jyl Dettaven

Applicant's Name

Lori Padilla

Interviewer Name

LA Health Council

Board or Commission

4/17/24

Date/Time of Interview

Interview Conducted:

ZOOM

Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission. Native NM - Left - moved back V.P. Colliers real estate. Frustrated Urban Planning Faculty teaching - Urban Planning S.F. Airport Board - joiner - planning - commercial Dev Dot Connector - Clinical Nutrition & Wellness
2	What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.] No one knows about Los Alamos Need to reform the perspective
3	How do you perceive the role of County Boards and Commissions in local government? Would love to see them work better together more collaboration between boards and community members Takes a Village
4	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess? Collaboration - important what community needs. Good at getting right people around the table to work toward common goal - not in health - bring that perspective
5	What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve? work together - collaborate - help everyone to row in same direction - listen. Health touches everything - economic driver Not just medical

Revised 8/13/2020

→ Master Reverse Engineer, 30 Foot perspective
 Attachment B
 Attachment B
 POLY ANOVA

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>S-F. Airport Board, ENVISION your future > 5 years - prof orgs - green collar netz will be more engaged w/ sustainability board for cities</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>No</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Yes</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>yes - Aware No - deterrent</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No</p>
11	<p><i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i></p>
12	<p>Do you have any questions for the interview panel?</p>

Notes:

LOS ALAMOS

County Manager's Office BOARD & COMMISSION INTERVIEW QUESTIONS

Lyl Dehaven
Applicant's Name

County Health Council
Board or Commission

Jessica Strong
Interviewer Name

4/17/24 9am
Date/Time of Interview

Interview Conducted:
 ZOOM
 Telephone

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	<p>Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.</p> <p>- WM resident her whole life, recently in SF, moved here 6 weeks ago - Real Estate broker, involved in LA CDC, really into urban planning + keeping the town safe + accessible + with good schools + healthcare - Regional interest / collaboration focus</p>
2	<p>What do you believe are the greatest issues facing the County? What do you believe are the greatest issues facing the Board/commission you applied for? [Note to interview panel: If the answer to this question appears to be off base with Council's position, please explore a little more.]</p> <p>- Lack of economic development options (investors, developers) - Not many people know about it</p>
3	<p>How do you perceive the role of County Boards and Commissions in local government?</p> <p>- More collaboration (her note: may be just her perception that it's lacking) - including w/ LANZ</p>
4	<p>What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?</p> <p>- Collaboration / good at connecting people - Lack of ego / personal agenda - Good at "reverse engineering" + 30,000ft view</p>
5	<p>What could you do, specifically, to foster a collaborative relationship between staff and the Board or Commission on which you would like to serve?</p> <p>- Health touches everything, not just medical / hospital - Isolation of young people - how to get everyone connected</p>

6	<p>Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?</p> <p>-SF Regional Airport Board member - Commercial Real Estate Women (founder) - Sustainability Board @ Colliers</p> <p>- Green Collar Vets (founder, nonprofit) - ENVISION Your Future</p>
7	<p>Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?</p> <p>- No</p>
8	<p>Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity?</p> <p>Sure!</p>
9	<p>Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?</p> <p>Yes (Aware) Not a deterrent</p>
10	<p>Currently, a few boards or commissions are “live streaming” their meetings (for example, the T-Board, Parks and Recreation Board, and the Planning and Zoning Commission.) In the future, this may be required of all boards. If you’re applying for one of the boards currently streaming or if it becomes a requirement for all B&Cs to stream, is this - or will this - be a deterrent to your willingness to serve?</p> <p>No</p>
11	<p>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</p>
12	<p>Do you have any questions for the interview panel?</p>

Notes:

- Lots of previous Board experience, is a "joker" + likes "connecting the dots" among community members
- Admits she's not great at details, but wants to be engaged + involved

Date: 4/17/2024

Board or Commission: Los Alamos County Health Council

Interview Panel:

Name : Jessica Strong, Los Alamos County Staff Liaison

Name: Lori Padilla, Los Alamos County Health Council Chair

Name: Keith Lepsch, Los Alamos County Council, Liaison to County Health Council

Applicants Interviewed:

Name: Jyl Dehaven

Date of Interview: 4/17/24

Name:

Date of Interview:

Name:

Date of Interview:

Interview Panel Recommendations:

The interview panel for the Los Alamos County Health Council Board or Commission would like to recommend the following applicants for appointment:

Name : Jyl Dehaven

(circle one: incumbent or **new applicant**)

Name:

(circle one: **incumbent** or new applicant)

Name :

(circle one: **incumbent** or new applicant)

The interview panel for the Los Alamos County Health Council would like to recommend the following applicants to terms:

Name : Jyl Dehaven

to term ending 1/6/2026

Other information for Council:

The Los Alamos County Health Council currently has five (5) vacancies, any of which can be filled by someone that is has a registered party affiliation of Democrat, Republican, Independent, Green, Libertarian; or does not specify, or has not registered. This applicant is listed as no party affiliation.

Additional note: Councilor Keith Lepsch attended these interviews but was not able to complete the interview forms.



County of Los Alamos

Los Alamos, NM 87544
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Staff Report

May 28, 2024

Agenda No.: F.

Index (Council Goals): Economic Vitality - Community Broadband; Quality Governance - Intergovernmental and Regional Relations

Presenters: Jerry Smith, Broadband Manager

Legislative File: 18820-24

Title

Removal of Date Certain Deadline from the Approval of Providing Grant Matching Funds for San Ildefonso Services' Connect New Mexico Grant Application in the Amount of \$2,000,000 with a Total Project Amount of \$6,000,000 for a New Middle Mile Fiber Optic Line Connecting White Rock to Pojoaque

Recommended Action

I move that Council approve removing the requirement that the written agreement between the County and the Pueblo de San Ildefonso be complete by May 31, 2024. I further move that Council reaffirm the commitment to grant matching funds to the Pueblo de San Ildefonso for their grant application in the amount of \$2,000,000 (two million dollars) for a New Middle Mile Fiber Optic Line connecting White Rock to Pojoaque contingent upon execution and approval of a written agreement between Los Alamos County and the Pueblo de San Ildefonso.

County Manager's Recommendation

The County Manager recommends that Council approve the removal of the date certain deadline as presented.

Body

Council considered the approval of these grant matching funds at their March 5, 2024 Council meeting. The action taken by Council was:

A motion was made by Councilor Hand, seconded by Councilor Ryti, that Council approve the grant matching funds to the Pueblo de San Ildefonso for their grant application in the amount of \$2,000,000 (two million dollars) for a New Middle Mile Fiber Optic Line connecting White Rock to Pojoaque contingent upon execution and approval of a written agreement with the Pueblo de San Ildefonso by May 31, 2024. I further move that Council authorize the County Manager to sign and submit a letter of support (Attachment A) to be included with the grant application materials.

The Connect NM grant process has been lengthened. The likely date of grant approval is more likely to happen in June or July of 2024. A date certain deadline is unnecessary as long as an executed written agreement between Los Alamos County and Pueblo de San Ildefonso is required before any funds can be dispersed.

Background

The Pueblo de San Ildefonso (Pueblo) and the County have been discussing how to collaborate on and implement a new fiber optic line for over a decade. Over the last six months, these discussions have progressed when San Ildefonso Services, the economic development business unit of the Pueblo, expressed their interest in applying for state broadband grant through the Connect New Mexico program.

The project consists of a new fiber optic line from White Rock to Pojoaque. This line will allow connections from the County's existing fiber lines in White Rock and to Redinet fiber in Pojoaque. The new fiber line will consist of 144 strands of fiber. The County will have use of 24 of those fiber strands and the remaining 120 retained by the Pueblo. The high-level terms of the agreement between the Pueblo and the County are:

1. Pueblo will own the conduit and the fiber optic cable.
2. Council will have exclusive use of 24 strands of fiber for County operations use and the Community Broadband Network project.
3. County provides one-time funding in the amount of \$2 million to execute the new fiber project.
4. County will provide an additional one-time funding in the amount of \$2.4 million for the exclusive use of the 24 strands of fiber.
5. The term of the agreement will be for 20 years with a 20 year renewal option.
6. Other operational details to be finalized with the drafting and execution of the agreement.

The cost to the County for the exclusive long term use of 24 strands of the new fiber represents a reasonable rate value within the market and provides the County flexibility on scaling the use to the demand use as needed.

The Connect New Mexico state-wide grant will be very competitive. The \$2 million grant match amount represents a 33 percent match to the \$6 million total project costs. The minimum match requirement is 25 percent or \$1.5 million.

Alternatives

Council could chose not to provide the grant match funding or fund a different amount.

Fiscal and Staff Impact/Planned Item

Middle mile funding is a budgeted item within the Economic Development Fund. The \$2,400,000 additional funding associated with the agreement with the Pueblo de San Ildefonso will return to Council as a Budget Revision from General Fund balance at the time agreement approval.



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: A.

Index (Council Goals): Quality Governance - Communication and Engagement

Presenters: Alvin Leaphart, County Attorney

Legislative File: CO0687-24b

Title

Incorporated County of Los Alamos Code Ordinance 02-357 - A Code Ordinance Amending Chapter 26 (Municipal Court), Article I, Section 6 to Abolish the Corrections Fee, the Mandatory Judicial Education Fee, and the Mandatory Court Automation Fee to Comply with Amendments to State Law that Take Effect July 1, 2024

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Ordinance No. 02-357 A Code Ordinance Amending Chapter 26, Municipal Court, Article I, Section 6 to Abolish the Corrections Fee, the Mandatory Judicial Education Fee, and the Mandatory Court Automation Fee to Comply with Amendments to State Law that Take Effect July 1, 2024 and ask the staff to assure that it is published as provided in the County Charter.

County Manager's Recommendation

The County Manager recommends that Council adopt this Code Ordinance.

Body

On April 5, 2023, HB 139 was signed into law by the Governor. This law becomes effective July 1, 2024. This law eliminates certain fees municipal courts in the state can impose, in particular, the Corrections Fee, the Mandatory Judicial Education Fee, and the Mandatory Court Automation Fee. These fees are codified in the County Code in Section 6, Article 1 of Chapter 26 (Municipal Court).

This amendment removes those fees from the County Code so the County Code will comply with HB 139 which becomes effective on July 1, 2024.

Alternatives

Council could not approve this ordinance. However, if Council does not approve the ordinance the County could not collect these fees as the fees have been abolished by state legislature and the County Code would contain sections that are in derogation of state law.

Fiscal and Staff Impact/Planned Item

The abolishment of the Corrections Fee will result in a loss of less than \$10,000.00 that partially funds County jail operations. The abolishment of the other fees will have no fiscal impact on the County.

Attachments

A - Incorporated County of Los Alamos Code Ordinance No. 02-357
B - Publication Notice

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-357

A CODE ORDINANCE AMENDING CHAPTER 26, MUNICIPAL COURT, ARTICLE I, SECTION 6, TO ABOLISH THE CORRECTIONS FEE, THE MANDATORY JUDICIAL EDUCATION FEE, AND THE MANDATORY COURT AUTOMATION FEE TO COMPLY WITH AMENDMENTS TO STATE LAW THAT TAKE EFFECT JULY 1, 2024

WHEREAS, the Incorporated County of Los Alamos ("County") has general authority to enact and/or amend legislation designed to protect the safety, health, and welfare of its citizens and the general public; and

WHEREAS, Chapter 26 of the Code of Ordinances of the incorporated County of Los Alamos governs Municipal Court; and

WHEREAS, the New Mexico Legislature passes and the Governor signed legislation addressing penalty assessment provisions for certain traffic vehicles, driving while intoxicated; and

WHEREAS, County desires to adopt similar amendments to bring the County ordinances governing traffic and vehicles into conformity with recently adopted state law; and

WHEREAS, the purpose of this amendment is to correct our Ordinances to conform with state law in Section 26-6, penalty for violations – Fee's.

BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS, the Los Alamos County Code of Ordinances is hereby amended as follows:

Section 1. Chapter 26, Article I, Section 6 of the Code of the Incorporated County of Los Alamos is hereby amended to read as follows:

Sec. 26-6. Fees.

(a) *Court discretion as to penalty.*

(1) Any court having jurisdiction to hear or try cases involving suit or prosecution for violation of this Code may, upon entry of a plea of guilty or judgment of conviction:

- a. Suspend, in whole or in part, the execution of sentence; or
- b. Place the defendant on probation for a period not exceeding one year on terms and conditions the court deems best, or both. The court may as a condition of probation require the defendant to serve a period of time in volunteer labor to be known as community service. The type of labor and period of service shall be at the sole discretion of the court, provided that any person receiving community service shall be immune from any civil liability other than gross negligence arising out of the community service, and any person who performs community service pursuant to court order or any criminal diversion program shall not be entitled to wages, shall not be considered an employee for any purpose and shall not be entitled to workmen's compensation, unemployment benefits or any other benefits otherwise provided by law. As used in this section, the term "community service"

means any labor that benefits the public at large or any public, charitable or educational entity or institution.

- (2) Suspension of execution of the sentence or probation, or both, shall be granted only when the judge is satisfied it will serve the ends of justice and of the public.
- (3) The defendant's liability for any fine or other punishment imposed shall be fully discharged upon his successful completion of the terms and conditions of probation, as provided for in this Code.

~~(b) Mandatory corrections fee.~~

- ~~(1) Any person convicted of violating any provision of this Code, the penalty for which carries a potential jail term, or any provision of this Code relating to operation of a motor vehicle shall be assessed a mandatory corrections fee of \$20.00 per conviction, in addition to any fee, fine or other penalty imposed for such conviction.~~
- ~~(2) The clerk of the municipal court shall remit all money collected as fees pursuant to this subsection to the office of management and budget to be deposited in a separate account of the general fund to be used only for:
 - a. County jailer or juvenile detention officer training;
 - b. The construction planning, construction, operation and maintenance of a county jail or juvenile detention facility;
 - c. Paying the cost of housing county prisoners in a county or municipal jail or detention facility or housing juveniles in a detention facility;
 - d. Complying with match or contribution requirements for the receipt of federal funds relating to jails or juvenile detention facilities;
 - e. Providing inpatient treatment or other substance abuse programs in conjunction with or as an alternative to jail sentencing;
 - f. Defraying the cost of transporting prisoners to jails or juveniles to juvenile detention facilities; or
 - g. Providing electronic monitoring systems.~~

~~(c) Mandatory judicial education fee.~~

- ~~(1) Any person convicted of violating any provision of this Code, the penalty for which carries a potential jail term, or any provision relating to the operation of a motor vehicle shall be assessed a mandatory judicial education fee of \$3.00 per conviction, in addition to any fee, fine or other penalty imposed for such conviction.~~
- ~~(2) The clerk of the municipal court shall remit all money collected as fees pursuant to this subsection monthly to the state treasurer or his designee for credit to the judicial education fund and all such money collected shall be used for the education and training, including production of bench books and other written materials, of municipal judges and other municipal court employees.~~

~~(d) Mandatory court automation fee.~~

- ~~(1) Any person convicted of violating any provision of this Code, the penalty for which carries a potential jail term, or any provision of this Code relating to the operation of a motor vehicle shall be assessed a mandatory court automation fee of \$6.00 per conviction, in addition to any fee, fine or other penalty imposed for such conviction.~~

~~(2) The clerk of the municipal court shall remit all money collected as fees pursuant to this subsection monthly to the state treasurer for credit to the municipal court automation fund to be used for the purchase and maintenance of court automation systems in the municipal courts. The court automation systems shall have the capability of providing, on a timely basis, electronic records in a format specified by the judicial information system counsel.~~

(b) *Traffic safety fee.*

- (1) Any person convicted of violating any provision of this Code, the penalty for which carries a potential jail term, or any provisions of this Code relating to the operation of a motor vehicle shall be assessed a traffic safety fee of \$5.00 per conviction, in addition to any fee, fine or other penalty imposed for such conviction.
- (2) All moneys collected pursuant to this subsection shall be deposited in the county treasury in a special fund. This fund shall be used only for traffic safety programs and traffic safety training.

(c) *Community services fee.*

- (1) Any person convicted of violating any provision of this Code, the penalty for which carries a potential jail term, or any provisions of this Code relating to the operation of a motor vehicle shall be assessed a community services fee of \$7.00 per conviction, in addition to any fee, fine or other penalty imposed for such conviction.
- (2) All moneys collected pursuant to this subsection shall be deposited in the county general fund. Moneys collected shall be used only for court community services programs.

(d) *Alternative programs fee.*

- (1) Any person convicted of violating any provision of this Code, the penalty for which carries a potential jail term, or any provisions of this Code relating to the operation of a motor vehicle shall be assessed an alternative programs fee of \$14.00 per conviction, in addition to any fee, fine or other penalty imposed for such conviction.
- (2) All moneys collected pursuant to this subsection shall be deposited in the county general fund. Moneys collected shall be used for alternative programs such as a teen court which are designed to divert offenders from the traditional court process into an alternative process aimed at decreasing recidivism.

(e) *Court facilities fee.*

- (1) Any person convicted of violating any provision of this Code, the penalty for which carries a potential jail term, or any provisions of this Code relating to the operation of a motor vehicle shall be assessed a court facilities fee of \$10.00 per conviction, in addition to any fee, fine or other penalty imposed for such conviction.
- (2) All moneys collected pursuant to this subsection shall be deposited in the county general fund. Moneys collected shall be used for the maintenance of court facilities.

Secs. 26-7—26-40. Reserved.

Section 2. Severability. If any section, paragraph, clause or provision of this Code Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Code Ordinance.

Section 3. Effective Date. This Code Ordinance shall become effective July 1, 2024.

Section 4. Repealer. All other ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 28th day of May 2024.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS**

**Denise Derkacs,
Council Chair**

ATTEST:

**Naomi D. Maestas,
Los Alamos County Clerk**

NOTICE OF CODE ORDINANCE 02-357

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Code Ordinance 02-357. This will be considered by the County Council at an open meeting on Tuesday, May 28, at 6:00 p.m., at Fire Station 3, 129 State Road 4, White Rock, New Mexico 87547. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-357

A CODE ORDINANCE AMENDING CHAPTER 26, MUNICIPAL COURT, ARTICLE I, SECTION 6, TO ABOLISH THE CORRECTIONS FEE, THE MANDATORY JUDICIAL EDUCATION FEE, AND THE MANDATORY COURT AUTOMATION FEE TO COMPLY WITH AMENDMENTS TO STATE LAW THAT TAKE EFFECT JULY 1, 2024

Council of the Incorporated County of Los Alamos

By: /s/ Denise Derkacs, Council Chair

Attest: /s/ Naomi D. Maestas, County Clerk

Publication Date: Thursday, May 30, 2024



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: B.
Index (Council Goals): Quality Governance - Communication and Engagement
Presenters: Alvin Leaphart, County Attorney
Legislative File: CO0689-24b

Title

Incorporated County of Los Alamos Code Ordinance 02-358 - A Code Ordinance Amending Chapter 38, Traffic and Vehicles, Article V, Section 293, to Abolish Certain Fee Assessments Associated with a Conviction for Operating a Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs to Comply with Amendments to State Law that Take Effect July 1, 2024

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Code Ordinance 02-358 - A Code Ordinance Amending Chapter 38, Traffic and Vehicles, Article V, Section 293, to Abolish Certain Fee Assessments Associated with a Conviction for Operating a Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs to Comply with Amendments to State Law that Take Effect July 1, 2024 and ask the staff to assure that it is published as provided in the County Charter.

County Manager's Recommendation

The County Manager recommends that Council adopt this Code Ordinance.

Body

On April 5, 2023, HB 139 was signed into law by the Governor. This law becomes effective July 1, 2024. This law eliminates certain fees municipal courts in the state can impose, in particular, a \$85.00 fee that defrays the costs incurred by the State of New Mexico for chemical and other tests used to determine whether the accused driver is under the influence of alcohol or drugs and a \$75.00 fee that helps the State of New Mexico fund comprehensive community programs for the prevention of driving while under the influence of intoxicating liquor or drugs or for other traffic safety purposes. These fees are codified in the County Code in Section 293, Article V of Chapter 38 (Traffic and Vehicles).

This amendment removes those fees from the County Code so the County Code will comply with HB 139 which becomes effective on July 1, 2024.

Alternatives

Council could not approve this ordinance. However, if Council does not approve the ordinance the County could not collect these fees as the fees have been abolished by state legislature and the County Code would contain sections that are in derogation of state law.

Fiscal and Staff Impact/Planned Item

The abolishment will have no fiscal impact on the County.

Attachments

A - Incorporated County of Los Alamos Code Ordinance No. 02-357

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-358

A CODE ORDINANCE AMENDING CHAPTER 38, TRAFFIC AND VEHICLES, ARTICLE V, SECTION 293, TO ABOLISH CERTAIN FEE ASSESSMENTS ASSOCIATED WITH A CONVICTION FOR OPERATING A MOTOR VEHICLE UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS TO COMPLY WITH AMENDMENTS TO STATE LAW THAT TAKE EFFECT JULY 1, 2024

WHEREAS, the Incorporated County of Los Alamos (“County”) has general authority to enact and/or amend legislation designed to protect the safety, health, and welfare of its citizens and the general public; and

WHEREAS, Chapter 38 of the Code of Ordinances of the incorporated County of Los Alamos governs Traffic and Vehicles; and

WHEREAS, the New Mexico Legislature passes and the Governor signed legislation addressing penalty assessment provisions for certain traffic vehicles, driving while intoxicated; and

WHEREAS, County desires to adopt similar amendments to bring the County ordinances governing traffic and vehicles into conformity with recently adopted state law; and

WHEREAS, the purpose of this amendment is to correct our Ordinances to conform with state law in Section 38-293(m), penalty for violation – Fee’s.

BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS, the Los Alamos County Code of Ordinances is hereby amended as follows:

Section 1. Chapter 38, Article V, Section 38-293 of the Code of the Incorporated County of Los Alamos is hereby amended to read as follows:

Sec. 38-293. Operating a motor vehicle under the influence of intoxicating liquor or drugs; penalties; sentencing; fees.

- (a) If a person is convicted of driving a motor vehicle while under the influence of intoxicating liquor or drugs (subsections 38-292(a)—(d)) the trial judge shall be required to inquire into the past driving record of the person before sentence is entered in the matter.
- (b) When a person is charged with a violation of subsections 38-292(a)—(d), any plea of guilty thereafter entered in satisfaction of the charges shall include at least a plea of guilty to violation of section 38-292 and no other disposition by plea of guilty to any other charge in satisfaction of such charge shall be authorized if the results of a test performed pursuant to the Implied Consent Act (NMSA 1978 §§ 66-8-105—66-8-112) discloses that the blood of the person charged contains an alcohol concentration of:
 - (1) Eight one-hundredths (0.08) or more; or
 - (2) Four one-hundredths (0.04) or more if the person is driving a commercial vehicle.
- (c) A person under first conviction pursuant to this section shall be punished by imprisonment for not more than 90 days or by a fine of not more than \$999.00, or both; provided that if the sentence is suspended in whole or in part or deferred, the period of probation may extend

beyond 90 days but shall not exceed one year. Notwithstanding any provision of law to the contrary for suspension or deferment of execution of sentence, upon a first conviction under this section, an offender shall be sentenced to a jail term of not less than three consecutive days. Upon a first conviction pursuant to this section, an offender may be sentenced to not less than 48 hours of community service. The offender shall be ordered by the court to participate in and complete a screening program described in subsection (f) of this section and to attend a driver rehabilitation program for alcohol or drugs, also known as a "DWI school," approved by the traffic safety bureau of the state transportation department and also may be required to participate in other rehabilitative services as the court shall determine to be necessary. In addition to those penalties, when an offender commits aggravated driving while under the influence of intoxicating liquor or drugs, the offender shall be sentenced to not less than five days in jail, of which two days must be consecutive. If an offender fails to complete, within a time specified by the court, any community service, screening program, treatment program or DWI school ordered by the court or fails to comply with any other condition of parole, the offender shall be sentenced to not less than two consecutive days in jail. Notwithstanding any provision of law to the contrary, if an offender's sentence was suspended or deferred in whole or in part, and the offender violates a condition of probation, the court may impose any sentence that the court could have originally imposed and credit shall not be given for time served by the offender on probation. Any jail sentence imposed pursuant to this section for failure to complete within a time specified by the court, any community service, screening program, treatment program or DWI school ordered by the court or for aggravated driving while under the influence of intoxicating liquor or drugs shall not be suspended, deferred or taken under advisement. On a first conviction pursuant to this section, time spent in jail for the offense prior to the conviction for that offense shall be credited to any term of imprisonment fixed by the court. A deferred sentence pursuant to this subsection shall be considered a first conviction for the purpose of determining subsequent convictions.

- (d) A second or third conviction pursuant to this section shall be punished by imprisonment for not more than 179 days or by a fine of not more than \$999.00, or both imprisonment and fines as described herein; provided that if the sentence is suspended in whole or part, the period of probation may extend beyond 179 days but shall not exceed one year. Notwithstanding any provision of law to the contrary for suspension or deferment of execution of a sentence:
- (1) Upon a second conviction, each offender shall be sentenced to a jail term of not less than five consecutive days, not less than 48 hours of community service and a fine of not more than \$999.00. In addition to those penalties, when an offender commits aggravated driving while under the influence of intoxicating liquor or drugs, the offender shall be sentenced to an additional jail term of not less than four consecutive days. If an offender fails to complete, within a time specified by the court, any community service, screening program or treatment program ordered by the court, the offender shall be sentenced to not less than an additional seven consecutive days in jail. A penalty imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement; and
 - (2) Upon a third conviction, an offender shall be sentenced to a jail term of not less than 30 consecutive days, not less than 96 hours of community service and a fine of not less than \$750.00. In addition to those penalties, when an offender commits aggravated driving under the influence of intoxicating liquor or drugs, the offender shall be sentenced to a jail term of not less than 60 consecutive days. If an offender fails to complete, within a time specified by the court, any screening program or treatment

program ordered by the court, the offender shall be sentenced to no less than an additional 60 consecutive days in jail. A penalty imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement.

- (e) Fourth and subsequent offenses shall be prosecuted under state law in magistrate or district court.
- (f) Upon any conviction pursuant to this section, an offender shall be required to participate in and complete, within a time specified by the court, an alcohol or drug abuse screening program approved by the New Mexico Department of Finance and Administration and if necessary, a treatment program approved by the court. The requirement imposed pursuant to this subsection shall not be suspended, deferred or taken under advisement.
- (g) Upon a second or third conviction pursuant to this section, an offender shall be required to participate in and complete, within a time specified by the court:
 - (1) Not less than a 28-day inpatient, residential or in-custody substance abuse program approved by the court;
 - (2) Not less than a 90-day-outpatient treatment program approved by the court;
 - (3) A drug court program approved by the court; or
 - (4) Any other substance abuse treatment approved by the court. The requirement imposed pursuant to this section shall not be suspended, deferred or taken under advisement.
- (h) Upon a conviction pursuant to this section, an offender shall be required to obtain an ignition interlock license and have an ignition interlock device installed and operating on all motor vehicles driven by the offender, pursuant to rules adopted by the traffic safety bureau. Unless determined by the bureau to be indigent, the offender shall pay all costs associated with having an ignition interlock device installed on the appropriate motor vehicle. The offender shall operate only those vehicles equipped with ignition interlock device for:
 - (1) A period of one year, for a first offense;
 - (2) A period of two years, for a second conviction pursuant to this section;
 - (3) A period of three years, for a third conviction pursuant to this section.

If an offender drives a motor vehicle that does not have an ignition interlock device installed on the motor vehicle, the offender may be in violation of the terms and conditions of his probation.

- (i) An offender who obtains an ignition interlock license and installs an ignition interlock device prior to conviction shall be given credit at sentencing for the time period the ignition interlock device has been in use.
- (j) A conviction pursuant to the provisions of section 38-292 shall be deemed to be a conviction pursuant to this section for purposes of determining whether a conviction is a second or subsequent conviction.
- (k) Except as otherwise prohibited in this section, a municipal judge may suspend in whole or in part the execution of sentence or place the defendant on probation for a period not exceeding one year on terms and conditions the municipal judge deems best, or both, or defer sentence. If the municipal judge decides to defer the execution of a sentence, such deferral shall be granted only as allowed in subsection (l) of this section. A suspension of execution of sentence or probation, or both, as allowed pursuant to this section, shall be granted only when the municipal judge is satisfied it will serve the ends of justice and of the public, and that the defendant's liability for any fine or other punishment imposed if fully discharged upon successful completion of the terms and conditions of probation.

- (l) If a person is convicted of driving a motor vehicle while under the influence of intoxicating liquor or drugs in violation of subsections 38-292(a), (b), (c) or (d) as a first offender, at the discretion of the trial court after a presentence investigation, including an inquiry to the Motor Vehicle Division of the New Mexico Department of Transportation concerning the driver's driving record, may receive a deferred sentence on the condition that the driver attend a driver rehabilitation program, also known as the "driving-while-intoxicated-school," approved by the court and the division and such other rehabilitative services as the court may determine to be necessary; however, imposition of a deferred sentence shall classify the person as a first offender. The municipal court shall forward to the division the abstract of all proceedings and the report of the disposition of the case. For the purpose of this subsection, marijuana, as defined in the Controlled Substance Act, shall be classified as a drug.
- ~~(m) A person convicted of driving a motor vehicle while under the influence of intoxicating liquor or drugs in violation of subsections 38-292(a), (b), (c) or (d) shall be assessed, in addition to any other fee or fine, a fee of \$85.00 to defray the cost of chemical and other tests used to determine the influence of alcohol or drugs. Additionally, the person shall be assessed a fee of \$75.00 to fund comprehensive community programs for the prevention of driving while under the influence of intoxicating liquor or drugs or for other traffic safety purposes. The municipal court shall collect the fees and maintain the fees in separate funds and transfer the fees along with other funds collected by the court per NMSA 1978, § 35-14-7. The municipality shall maintain the fees pursuant to this subsection in separate funds and transfer the fees collected pursuant to this subsection to the administrative office of the courts for credit to the crime laboratory fund and the traffic safety fund.~~
- (m) As used in this section and in section 38-292:
- (1) Bodily injury means an injury to a person not likely to cause death or great bodily harm to the person, but does cause painful temporary disfigurement or temporary loss or impairment of the functions of any member or organ of the person's body.
 - (2) Conviction means adjudication of guilt and does not include imposition of a sentence.
 - (3) Commercial motor vehicle means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - a. Has a gross combination weight rating of more than 26,000 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
 - b. Has a gross vehicle weight rating of more than 26,000 pounds;
 - c. Is designed to transport 16 or more passengers, including the driver; or
 - d. Is of any size and is used in the transportation of hazardous materials, which requires the motor vehicle to be placarded under applicable law.
- (n) A conviction pursuant to a municipal or county ordinance in New Mexico or a law of any other jurisdiction, territory, or possession of the United States or of a tribe where that ordinance is equivalent to New Mexico law for driving while under the influence of intoxicating liquor or drugs, prescribing penalties for driving while under the influence of intoxicating liquor or drugs shall be deemed to be a conviction pursuant to this section for purposes of determining whether a conviction is a second or subsequent conviction.

Section 2. Severability. If any section, paragraph, clause or provision of this Code Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Code Ordinance.

Section 3. Effective Date. This Code Ordinance shall become effective July 1, 2024.

Section 4. Repealer. All other ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 28th day of May 2024.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS**

**Denise Derkacs,
Council Chair**

ATTEST:

**Naomi D. Maestas,
Los Alamos County Clerk**

NOTICE OF CODE ORDINANCE 02-358

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Code Ordinance 02-358. This will be considered by the County Council at an open meeting on Tuesday, May 28, at 6:00 p.m., at Fire Station 3, 129 State Road 4, White Rock, New Mexico 87547. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-358

A CODE ORDINANCE AMENDING CHAPTER 38, TRAFFIC AND VEHICLES, ARTICLE V, SECTION 293, TO ABOLISH CERTAIN FEE ASSESSMENTS ASSOCIATED WITH A CONVICTION FOR OPERATING A MOTOR VEHICLE UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS TO COMPLY WITH AMENDMENTS TO STATE LAW THAT TAKE EFFECT JULY 1, 2024

Council of the Incorporated County of Los Alamos

By: /s/ Denise Derkacs, Council Chair

Attest: /s/ Naomi D. Maestas, County Clerk

Publication Date: Thursday, May 30, 2024



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: C.

Index (Council Goals): Quality Governance - Fiscal Stewardship

Presenters: Melissa Dadzie, Chief Financial Officer and Helen Perraglio, Administrative Services Director

Legislative File: CO0691-24b

Title

Incorporated County of Los Alamos Code Ordinance 02-353: A Code Ordinance Amending Chapter 20, Article IV, Regarding the Deposit and Investment of County Funds

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Code Ordinance No. 02-353 A Code Ordinance Amending Chapter 20, Article IV, Regarding the Deposit and Investment of County Funds; I further move that, upon passage, the Ordinance be published in summary form.

County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 02-353.

Body

The County of Los Alamos, pursuant to State law, has established a deposit and investment of County funds Code, as found in Chapter 20, Article IV, of the Los Alamos County Code of Ordinances. The deposit and investment of County funds Code was last substantially amended in 2005, by Code Ordinance 02-067. The amendments to the deposit and investment of County funds Code will increase efficiency and ease of administration and have been determined to be in the best interest of County. The proposed changes to the code involve removing language related to permitted investment instruments, security requirements for deposits, and repurchase agreements. These updates will be reflected in the deposit and investment policy for better clarity and organization. The Deposit and Investment Policy is being considered as a separate agenda item at this meeting.

Alternatives

Council could choose to not adopt this ordinance or ask for revisions.

Fiscal and Staff Impact/Unplanned Item

There is minimal fiscal and staff impact due to this ordinance.

Attachments

- A - Code Ordinance 02-353
- B - Current County Investment Policy, Updated May 24, 2005
- C - Draft 2024 Deposit and Investment Policy (redlined)
- D - Draft 2024 Deposit and Investment Policy (redlining removed)
- E - Publication Notice

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-353

**A CODE ORDINANCE AMENDING CHAPTER 20, ARTICLE IV,
REGARDING THE DEPOSIT AND INVESTMENT OF COUNTY FUNDS**

WHEREAS, the Incorporated County of Los Alamos ("County"), pursuant to State law, has established a deposit and investment of County funds Code, as found in Chapter 20, Article IV, of the Los Alamos County Code of Ordinances; and

WHEREAS, the deposit and investment of County funds Code was last substantially amended in 2005, by Code Ordinance 02-067; and

WHEREAS, the amendments to the deposit and investment of County funds Code will increase efficiency and ease of administration; and

WHEREAS, it has been determined that it is in the best interest of County that the deposit and investment of County funds Code be amended as provided below.

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

Section 1. Section 20-401 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 20-401. County Investment Policy.

~~This article shall be known as the "Incorporated County of Los Alamos Investment Policy," adopted pursuant to art. X, § 6 of the state constitution and section 103 of the Charter. The County shall promulgate an investment policy that conforms to this article and shall be adopted by Council.~~

Section 2. Section 20-402 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 20-402. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Financial institution means a federally insured bank or savings and loan association.

Investment officer means the chief financial officer or his designee.

Local financial institution means those qualified financial institutions whose main office or manned branch office is located within the County corporate limits.

Net worth means as defined by the financial institutions division of the regulation and licensing department of the state.

Qualified financial institution means a financial institution which meets all of the following requirements to qualify as a depository for the County:

- (1) Equity-to-asset ratio is equal to or greater than the level recommended by the federal deposit insurance corporation;

- (2) A current audited annual financial statement has been submitted to the County;
- (3) No successive losses for two preceding years;
- (4) If not a local financial institution, its assets must be in excess of \$1,000,000,000.00; and
- (5) Not operating under a letter of agreement or cease and desist order issued by any regulatory agency.

Qualified repurchase agreement provider means a bank, investment banking firm, or insurance company whose long-term debt obligations (or claims-paying ability) are rated in one of the top two rating categories by Moody's Investors Service, Inc., and Standard & Poor's Corporation.

Repurchase agreement means a contract for the present purchase and resale at a specified time in the future of specific securities at specified prices, which price differential represents investment income.

SIPC means security investment protection corporation.

Special County funds means the capital projects permanent fund, the cemetery permanent fund, and other special revenue funds. ~~the expenditures fund for capital projects, and the government operations assistance permanent fund.~~

Time deposit means a certificate of deposit or savings certificate deposited in a federally insured bank or savings and loan association.

U.S. government obligations means bonds, notes or other obligations of the United States government, its agencies, government-sponsored enterprises, corporations or instrumentalities and that portion of bonds, notes or other obligations guaranteed as to principal and interest and issued by the United States government, its agencies, government-sponsored enterprises, corporations or instrumentalities or issues pursuant to acts or programs authorized by the United States government.

Section 3. Section 20-403 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 20-403. Policy Declarations.

- (a) *Investment goals.* County funds shall be invested by the investment officer in an effort to:
 - (1) Maximize investment returns while minimizing risk;
 - (2) Maintain a level of liquidity to ensure meeting unanticipated cash needs;
 - (3) Allow for diversification of the County's portfolio;
 - (4) Recognize the impact of the County's investment program on the local economy; and
 - (5) Minimize the amount of money in noninterest-bearing accounts.
- (b) *Criteria for investment selection.* The criteria for selecting investments shall be in the following order of priority:
 - (1) Safety;
 - (2) Liquidity; and
 - (3) Total return.

- (c) *Standard of prudence.* The standard of prudence to be applied by the investment officer shall be the prudent investor rule, which is: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived." The prudent investor rule shall be applied in the context of managing the overall investment portfolio.
- (d) *Responsibility.* The investment officer, acting in accordance with the County investment policy as approved by the County Council and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported and that appropriate action is taken to control adverse developments.
- (e) *Allowed investment instruments.* The investment officer may invest County funds in the ~~following types of accounts, securities, and instruments:~~ in accordance with the authorized asset classes and investment types that are prescribed under New Mexico State law. The Investment Officer is charged with the supervision and control of the allowed investment instruments and may invest all sinking funds or unexpended funds from the sale of bonds or other negotiable funds not immediately necessary for public use.
- ~~(1) U.S. government obligations;~~
 - ~~(2) Bonds or negotiable securities of the state or of any County, municipality or school district within the state which has a taxable valuation of real property for the last preceding year of at least \$100,000,000.00 and has not defaulted in the payment of any interest or sinking fund obligation and has not failed to meet any bonds at maturity at any time within five years last preceding;~~
 - ~~(3) Time deposits in a qualified financial institution, and subject to the following:

 - ~~a. In placing time deposit moneys, preference shall be given to the local qualified financial institutions whenever competing bids from out-of-town qualified financial institutions do not exceed the highest bid from the local qualified financial institutions.~~
 - ~~b. The total of time deposits with any qualified financial institution shall not at any time exceed the net worth of the financial institution.~~~~
 - ~~(4) Interest-bearing checking accounts in qualified financial institutions;~~
 - ~~(5) Time deposits or interest-bearing checking accounts in any nonqualified financial institution up to the amount of federal deposit insurance coverage;~~
 - ~~(6) State treasurer's local short-term investment fund; and~~
 - ~~(7) State investment council's long-term investment funds.~~
- (f) *Security for deposits.* Any qualified financial institution designated as a County depository shall deliver securities of the type specified herein to the investment officer based on a minimum chief financial officer in an aggregate value equal to at least one-half one hundred percent of the amount of the County money to be received. No security is required for the deposit of money that is insured by the federal deposit insurance corporation or the national credit union administration. ~~Deposits requiring security shall be secured by:~~
- ~~(1) Securities of the United States, its agencies or instrumentalities;~~

- ~~(2) Securities of the State of New Mexico, its agencies, instrumentalities, counties, municipalities or other subdivisions;~~
- ~~(3) Securities, including student loans, that are guaranteed by the United States or the State of New Mexico;~~
- ~~(4) Letters of credit issued by a federal home loan bank.~~

(g) *Safekeeping of securities.*

- (1) No County funds to be invested in negotiable securities shall be paid out unless there is a simultaneous transfer of securities either by physical delivery or, in the case of uncertificated securities, by appropriate book entry on the books of the issuer, to the County or to a third party safekeeping financial institution acting as agent or trustee for the County, which agent or trustee shall furnish timely confirmation to the County. An investment management firm under contract with the County shall not also act as custodian for any securities purchased for the County.
- (2) Notwithstanding the provisions of subsection (g)(1) of this section, securities may be held in street name with an SIPC-insured broker or dealer at a level not to exceed the amount of the SIPC insurance plus the amount of insurance provided by an insurance company which has received an A+ rating by A.M. Best & Company.

Section 4. Section 20-405 of the Code of the Incorporated County of Los Alamos is removed in its entirety as follows:

~~Sec. 20-405. Investment of County Funds in Repurchase Agreements.~~

~~In addition to any other investment permitted under this article, amounts held in any County fund may be invested in repurchase agreements having a term not exceeding 25 years; provided, however, that the County (or the County's bond trustee) shall enter into a repurchase agreement only with financial institutions which constitute a qualified repurchase agreement provider at the time of the execution and delivery of the repurchase agreement.~~

Section 5. Section 20-406 of the Code of the Incorporated County of Los Alamos is removed in its entirety, as follows:

~~Sec. 20-406. Collateralization of Repurchase Agreements.~~

~~Each repurchase agreement shall provide that the obligations of the qualified repurchase agreement provider under a repurchase agreement shall be fully collateralized by delivery against payment of U.S. treasury obligations or U.S. government agency obligations to a mutually agreeable independent custodian which shall be equal in market value (to be determined at least quarterly) to at least 102 percent of the investment amount under the repurchase agreement.~~

Section 6. Severability. Should any section, paragraph, clause or provision of this Ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 7. Effective Date. This Code Ordinance shall become effective thirty (30) days after publication of notice of its adoption.

Section 8. Repealer. All other ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

PASSED AND ADOPTED this 28th day of May 2024.

INCORPORATED COUNTY OF LOS ALAMOS

**Denise Derkacs,
Council Chair**

ATTEST:

**Naomi D. Maestas,
Los Alamos County Clerk**

INCORPORATED COUNTY OF LOS ALAMOS
INVESTMENT POLICY
Updated May 24, 2005

I. SCOPE

This policy applies to the investment of funds of the Incorporated County of Los Alamos (the County).

II. GENERAL OBJECTIVES

1. Investment goals. County funds shall be invested by the investment officer in an effort to:

- a. Maximize investment returns while minimizing risk;
- b. Maintain a level of liquidity to ensure meeting unanticipated cash needs;
- c. Allow for diversification of the county's portfolio;
- d. Recognize the impact of the county's investment program on the local economy; and
- e. Minimize the amount of money in non-interest-bearing accounts.

2. Criteria for investment selection. The criteria for selecting investments shall be in the following order of priority safety, liquidity, and total return :

a. **Safety.** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to minimize credit risk and interest rate risk.

i. Credit Risk. The County will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to securities as authorized in the County Code;
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the County will do business; and
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

ii. Interest Rate Risk. The County will minimize the risk that the market value of securities in the portfolio will fall due to changes in the general level of interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations and also satisfying requirements for cash reserves, thereby avoiding the need to sell securities on the open market prior to maturity.

b. **Liquidity.** The investment portfolio shall remain sufficiently liquid to meet all cash flow requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio of operating investments should consist largely of securities with active secondary or resale markets (dynamic liquidity).

c. **Total Return .** Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Within the constraints of prudent safety and liquidity parameters listed above, the portfolio shall be designed with the objective of attaining a market rate of return. Total returns will be maximized within these constraints.

3. Trading Restrictions. Securities shall not be sold prior to maturity with the following exceptions:

- a. A security with declining credit may be sold early to minimize loss of principal;

- b. A security swap would improve the quality, total return , or target duration in the portfolio; or
- c. Liquidity needs of the portfolio require that the security be sold.

III. SAFEKEEPING, CUSTODY, AND TRADING

1. **Authorized Financial Dealers and Institutions.** The finance division will maintain a list of financial institutions authorized to provide investment services and a list of approved security broker/dealers selected by creditworthiness. All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply each of the following:

- a. Audited financial statements,
- b. Proof of National Association of Securities Dealers (NASD) certification,
- c. Proof of New Mexico state registration,
- d. Completed broker/dealer questionnaire, and
- e. Certification of having read and understood and agreeing to comply with the County's investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

2. **Internal Controls.** The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires estimates and judgments by management. An annual independent review by an external auditor shall assure compliance with policies and procedures.

The internal controls shall address the following points:

- a. Control of collusion,
- b. Separation of transaction authority from accounting and recordkeeping,
- c. Custodial safekeeping,
- d. Avoidance of physical delivery securities wherever possible,
- e. Clear delegation of authority to subordinate staff members,
- f. Written confirmation of transactions for investments and wire transfers, and
- g. Development of a wire transfer agreement with the lead bank and third-party custodian.

3. **Authorized Signatures.** The finance division will maintain a list of all authorized signatories for all authorized County bank and investment accounts. The County Council will approve this list at least annually or whenever a signature is added or deleted from the master list which ever is sooner.

4. **Trading Procedures .** The investment officer shall, whenever possible, obtain a minimum of three verbal or electronic bids/offers to obtain the best price for the County on all securities trades.

- a. To encourage local investing, at least one local Los Alamos broker will be included on all trades if available.
- b. Tie bids/offers will be decided by a coin toss, unless one of the tie firms proposed the trade or is a local broker.
- c. Brokers proposing a securities trade shall be protected if the trade is executed and will win any ties.
- d. Local brokers will win any remaining ties.
- e. Best price and execution will not be compromised.

f. The winner on all trades will be included on the competing list for the following trade unless, in the judgment of the staff, the firm does not have good capabilities in the sector related the subsequent trade.

g. Bond exchanges will be managed under the following guidelines:

- i. Recognizing the value of original ideas, proposed bond exchanges will not be shopped among other brokerage firms.
- ii. If uncertainty exists concerning the levels of the bid or offer prices on the proposed exchange, the level(s) should be checked with at least one other firm.
- iii. If a higher bid or offer is found, the proposing firm shall be given the opportunity to improve their bid or offer. The proposing firm shall win any ties.

A bid/offer form will be completed which will include date, type of investment, purchase date, maturity date, amount to be invested, institution name, contact name, investment type, face value, discount, and cost. Authorization for all investments shall be in writing.

IV. AUTHORIZED INVESTMENTS

Authorized investments are defined in Section 20-403 of the County Code.

V. INVESTMENT PARAMETERS

1. **Diversification.** The investments shall be diversified by:

- a. limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- b. limiting investment in securities that have higher credit risks,
- c. investing in securities with varying maturities, and
- d. continuously investing a portion of the portfolio in readily available funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

e. To maintain adequate diversification, the investment portfolio shall not have more than 20% of the portfolio invested in securities of a single issuer with the following exceptions:

- i. U.S. Government Obligations, deposits with the New Mexico State Treasurer's Local Government Investment Pool, and investments with the New Mexico State Investment Council's Long-term Investment Funds;
- ii. Repurchase agreement associated with required debt service reserves that are collateralized in accordance with code section 20-406; and
- iii. Deposits in a local qualified financial institution that are 100% collateralized in accordance with Section 20-403 of the County Code. This exception recognizes the impact of the county's investment program on the local economy.

2. **Maximum Maturities.** To the extent possible, the investment officer shall attempt to match the investment maturities with the anticipated cash flow requirements of the County. Unless designated as long-term funds or matched to a specific cash flow, the County will not invest its pooled investment funds directly in securities maturing more than five (5) years from the date of purchase, other than the portion of the pooled funds determined to be long-term in nature.

3. **Long-term Investments.** The County has institutional balances that are inherently or explicitly long-term in nature, including balances in the general county pooled investments (no more than 50% of the total), the capital projects permanent fund, the cemetery fund, and the utility decommissioning account. These funds, reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable

with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the County Council.

Investments in the New Mexico State Investment Council’s long-term investment funds shall be made in accordance with the following asset allocation guidelines:

	<u>Target Weight</u>	<u>Target Range</u>
Fixed Income (Bonds)	30%	15-45%
Core Bond Fund	20%	10-35%
High Yield Bond Fund	10%	5-20%
Domestic Equity	55%	35-75%
Large Cap. Active and Index Funds	40%	20-60%
Mid/Small Cap. Active Fund	15%	5-30%
International Equity	15%	5-25%
Non-U.S. Active Fund	12%	5-20%
Emerging Markets Fund	3%	0-10%

It is recognized that economic and market conditions will cause the asset allocations to fluctuate within the target ranges.

4. **Collateralization.** New Mexico state law require that all certificates of deposit, money market, checking accounts, and any other investments not backed by the full faith and credit of the United States Government, other than investments in the New Mexico State Investment Council long-term investment funds, be secured by pledged collateral of at least 50 percent of the current market value. This collateral will be pledged in the name of the County and held by a third party institution, Federal Reserve Bank, or by a trust institution within the same bank as approved by the investment officer. The institution will issue safekeeping receipts to the County for securities held by a third party. The County will require that at all times, pledged collateral will be equal to, or greater than, 50 percent of the current market value of the County's applicable investments.

5. **Local Preference for Investing.** The investment officer will, whenever possible, try to invest funds which benefit the local economy on a competitive bid basis. The County code allows preference be given to local qualified financial institutions whenever competing bids from out-of-town qualified financial institutions do not exceed the highest bid from the local financial institutions.

VI. REPORTING

1. **Methods.** The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the reporting period . This management summary will be prepared in a manner which will allow the County to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the County Administrator and the County Council. The report will include the following:

- a. Listing of individual securities held at the end of the reporting period.
- b. Changes from the previous report.
- c. Schedule of collateral.
- d. The cost and market value of individual securities.
- e. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
- f. Listing of investment by maturity date.
- g. Percentage of the total portfolio which each type of investment represents.

2. **Performance Standards.** The investment portfolio will be managed in accordance with the parameters specified within this policy. A set of appropriate benchmarks shall be selected to use in evaluating portfolio performance on a regular basis.

VII. POLICY CONSIDERATIONS

1. **Exemption.** Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. **Amendments.** This policy shall be reviewed by the investment officer on an annual basis and be revised to reflect changes in policy required by a changing investment market, changes required by federal, state or local laws, or changes to administrative policy. Any changes must be approved by the County Council.

first adopted by the Council, December 20, 1993
updated by Council action, July 10, 1995
updated by Council action, October 3, 2000
updated by Council action May 24, 2005



INCORPORATED COUNTY OF LOS ALAMOS
DEPOSIT AND INVESTMENT POLICY

Updated May 24, 2005

I. SCOPE

2024 Draft

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I. INTRODUCTION

The Incorporated County of Los Alamos (County) is governed by a Charter, and a Municipal Code of Ordinances, and applicable state and federal laws. The County exercises powers of a county and a municipal corporation under the constitution and laws of the State of New Mexico. Section 103 of the County Charter provides for maximum self-government and home-rule powers as provided in Article X, Section 6, of the Constitution of the State of New Mexico and in the Municipal Charter Act.

II. POLICY STATEMENT

The County has unrestricted general funds, debt service funds, capital project funds and permanent funds. It is imperative that the County forecast cash flow needs to ensure that liabilities can be paid in a timely manner. Managing deposits and investments requires the County to protect these financial assets from material loss by minimizing market risk, interest rate fluctuations, credit risk and liquidity. Once sufficient liquidity is ensured and risk is minimized, the County focuses on maximizing total return on invested assets.

III. GOVERNING AUTHORITY

The deposit and investment of County funds is addressed in the Municipal Code Chapter 20, Article IV – “Deposit and Investment of County Funds”. The Investment Officer is defined under Section 20-402 as the Chief Financial Officer or designee.

The County’s deposits and investments shall be operated in conformance with County Code, New Mexico State law, and applicable Federal law; specifically, this deposit and investment policy is written in conformance with §6-10-10, NMSA 1978. All funds within the scope of this policy are subject to all applicable laws. Any amendments to state law shall be incorporated into this policy as appropriate for the County Investment program.

IV. SCOPE

This policy applies to the ~~investment of funds~~ deposits and investments of the ~~Incorporated County of Los Alamos (the County).~~

H. GENERAL OBJECTIVES

- ~~1. Investment goals. County funds shall be invested by the investment officer in an effort to:~~
 - ~~a. Maximize investment returns while minimizing risk;~~
 - ~~b. Maintain a level of liquidity to ensure meeting unanticipated cash needs;~~
 - ~~c. Allow for diversification of the county's portfolio;~~
 - ~~d. Recognize the impact of the county's investment program on the local economy; and~~
 - ~~e. Minimize the amount of money in non interest bearing accounts.~~

- ~~2. Criteria for investment selection. The criteria for selecting investments shall be in the following order of priority safety, liquidity, and total return:~~

- ~~a. Safety.~~
General Funds: Most cash belonging to all funds (excluding certain segregated and restricted cash and investment balances) is pooled into one common account to optimize investment opportunities. Each fund whose monies are deposited in the pooled cash account has equity therein. Interest earned on the

investment of these monies is allocated to substantially all of the County's funds based upon relative equity at year-end. Funds that are solely funded by transfers from the general fund and certain grant funds may not receive interest income. Significant negative balances incurred in pooled cash at year-end are treated as interfund receivables of the General Fund and interfund payables of the deficit fund, except where the deficit fund has liquid investments to offset the deficit in pooled cash. In such cases, the investments are shown net of the pooled cash deficit.

Capital Projects Permanent Funds: The Capital Projects Permanent Fund accounts for amounts set aside by the County Council and the County Charter for capital projects. These amounts are designated for long-term investing. The real value of the fund principal is required by County Charter to be maintained at an annual level that keeps pace with the implicit price deflator for the gross domestic product (GDP). The permanent fund has a portion of fund balance Restricted for Income Stabilization in accordance with County Code Sec. 20-361. This arrangement establishes a cushion in the fund, to allow market fluctuations affect the stabilization balance without impacting the real value of principal.

Cemetery Funds: The Cemetery Fund is a permanent fund set aside for the perpetual care of the Guaje Pines Cemetery. Sixty percent of all funds received from the sale of cemetery spaces is maintained in the perpetual fund and is designated for long-term investing.

Utility Funds: Utility funds shall be invested according to this deposit and investment policy.

Unexpended Bond Proceeds: Federal income laws generally restrict the ability to earn arbitrage in connection with tax-exempt bonds. Every attempt shall be made to eliminate or minimize negative arbitrage.

V. GENERAL OBJECTIVES

All funds shall be invested in a manner that is in conformance with applicable federal, state and other legal requirements. In addition, the objectives of the investment activities, in order of priority, will be Safety, Liquidity, and Return. Details on these objectives are as follows:

a. Safety: Safety of principal is the foremost objective of the ~~investment program~~ investments. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall investment portfolio. The objective ~~will~~shall be to minimize credit risk and interest rate risk.

i. ~~i.~~ Credit Risk. The County ~~will~~shall minimize credit risk, and the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to ~~—~~securities as authorized in ~~the County Code~~Section X. "Authorized Investments" of this policy ;
- ~~•~~Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the County ~~will do~~does business; and
- ~~•~~Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

ii. ~~ii.~~ Interest Rate Risk. The County ~~will~~shall minimize the risk ~~that~~of the decline of market value of securities ~~in the portfolio will fall~~ due to changes in the general level of interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations ~~and~~while also satisfying requirements for cash reserves, thereby avoiding the need to sell securities on the open market prior to maturity.

~~b. b.~~ **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all cash flow requirements that may be reasonably anticipated. This is accomplished by structuring the investment portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the investment portfolio of operating investments should consist largely of securities with active secondary or resale markets (dynamic liquidity).

~~c. c.~~ **Total Return on Investment:** Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Within the constraints of prudent safety and liquidity parameters listed above, the investment portfolio shall be designed with the objective of attaining a market rate of return. Total returns ~~will~~shall be maximized within these constraints.

~~3. Trading Restrictions. Securities shall not be sold prior to maturity with the following exceptions:~~

VI. IDENTIFICATION OF STRATEGY

~~a. i. A security with declining credit may be sold early to minimize loss of principal;~~

~~b. A security swap would improve the quality, total return, or target duration in the portfolio; or
c. Liquidity needs of the portfolio require~~ **Funds: Investments that the security be sold.**

~~III. SAFEKEEPING, CUSTODY, AND TRADING~~

~~1. Authorized Financial Dealers are needed for ongoing disbursements for the operations and Institutions. The finance division project funds of the County.~~

Investment Funds: Intermediate to Short Duration Portfolio of allowable investments that is funded by excess liquidity balances of the County.

Permanent Funds: Longer-term Portfolio that is invested to achieve optimal investment returns over longer term investment horizons.

VII. STANDARDS OF CARE

a. Delegation of Authority: The ultimate responsibility and authority for the investment of County funds resides with the governing body – the Los Alamos County Council. The County hereby designates the Chief Financial Officer, as the Investment Officer, to manage the investment program and ensure compliance with this deposit and investment policy, designate eligible investment institutions, review periodic investment reports and monitor investment transactions.

The Investment Officer may designate personnel under the Investment Officer supervision to administer the policy, place investments, maintain accounting records, and prepare investment reports. The Investment Officer shall review this deposit and investment policy every two years. Any revisions to the policy shall be presented to County Council for approval.

b. Prudence: The prudence which is to be used by the Investment Officer investing and depositing County funds shall be in accordance with the provisions of § 6-8-10, NMSA 1978 which states,

"Investments shall be made with judgement and care; under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived." As part of the Prudent Person Rule, the Investment Officer shall also be subject to the provisions of § 45-7-601 through § 45-7-612, NMSA 1978 (the "Uniform Prudent Investor Act").

- c. **Ethics:** The Investment Officer and any and all investment officials shall refrain from personal business activity that could conflict with the proper execution of the County's deposit and investment policy or which could affect or impair their ability to make impartial decisions on behalf of the County.

VIII. AUTHORIZED FINANCIAL DEALERS, ADVISORS AND INSTITUTIONS

The Finance Division of the Administrative Services Department will maintain a list of financial institutions authorized to provide investment services and a list of approved security broker/dealers selected by creditworthiness. All financial institutions and that are approved for investment purposes in accordance with the criteria noted below. Additions or deletions to/from the list will be made at the County's discretion. The Finance Division shall maintain proof of all the necessary credentials and licenses held by employees of the broker/dealers who desire to become qualified for investment transactions will have contact with the County, including but not limited to the Financial Industry Regulatory Authority (FINRA), Securities and Exchange Commission (SEC), etc. If an Investment Advisor is contracted to manage the broker/dealer transaction then section b. will apply.

- a. **Broker/Dealers:** The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this policy. The following minimum criteria must supply each of the following: be met prior to authorizing investment transactions.

a. Audited financial statements,

b.i. Proof of National Association of Securities Dealers (NASD) Financial Industry Regulatory Authority (FINRA) certification, and

e.ii. Proof of New Mexico state registration, and

d. Completed broker/dealer questionnaire, and

iii. Minimum of five (5) years of current and continuous employment history involving fixed income securities, and

e.iv. Certification of having read and understood and agreeing to comply with the County's deposit and investment policy.

The Investment Officer may impose more stringent criteria.

If

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

2. an investment advisor firm is retained by the County to execute transactions on behalf of the County, the investment advisor may be granted the authority to execute investment trades and transactions from their approved list of authorized broker/dealers and financial institutions as long as they use due diligence similar to that of the County. The investment advisor shall provide its authorized broker/dealers and financial institutions list to the County annually.

- b. **Investment Advisors:** Investment advisors may be utilized to manage County funds and must meet the following broker/dealer criteria:

- i. The firm must be registered with the Securities and Exchange Commission (SEC) or be licensed by the state of New Mexico, and
- ii. All investment advisor firm representatives conducting investment advice/transactions on behalf of the County must be registered representatives with FINRA, and
- iii. All investment advisor firm representatives conducting investment advice/transactions on behalf of the County must be licensed by the state of New Mexico, and
- iv. The investment advisor shall comply with the County's deposit and investment policy, and such obligation shall be included in the County's contract with the investment advisor, and
- v. The investment advisor must notify the County immediately if any of the following issues arise while providing services under a County contract:

- Pending investigations by securities regulators,
- Significant changes in net capital,
- Pending customer arbitration cases,
- Regulatory enforcement actions, or
- Any other issues which come to the attention of the investment advisor that may negatively affect the contractual relationship of the investment advisor or with the County

c. Financial Institutions: In selecting financial institutions for the deposit of County money or collateral, the Investment Officer will consider, among other things, the creditworthiness of the institutions. The Investment Officer will monitor the financial institutions' credit characteristics and financial history throughout the period in which County funds or collateral are deposited and will report the results of such monitoring to the County Manager, as appropriate. Each depository will be required at all times to collateralize County deposits and investments in compliance with this Policy.

d. Competitive Transactions: The County shall transact all securities purchases and sales on a competitive pricing basis, based on the following criteria:

- i. At least three pricing sources will be documented on each transaction.
- ii. If only one dealer owns the security, comparable securities may be used to document the pricing.
- iii. Electronic trading is the preferred option for the purchase or sale of a security.
- iv. The County's investment advisor under contract that is providing investment management services shall maintain documentation of competitive pricing execution on each transaction. The investment advisor shall retain documentation and provide to County upon request.
- v. A Local Financial Institution may be considered in the event the competitive bids warrant similar yields to market.

IX. SAFEKEEPING, CUSTODY AND CONTROLS

a. Safekeeping of Securities: All investment securities other than local financial institution Certificates of Deposit purchased by the County shall be held in third-party safekeeping by an institution acceptable to the County. All securities shall be kept and recorded based on the terms of the custodial contract.

All trades of marketable securities shall be executed on a delivery vs payment (DVP) basis or contracted settlement per custodian agreement to ensure that securities are deposited in the County's safekeeping institution prior to the release of funds. The County shall have online access through the safekeeping bank for verification of the account holdings and transactions.

b. Internal Controls—: The ~~investment officer~~ Investment Officer is responsible for ~~establishing~~ documenting and maintaining ~~ana system of~~ internal control structure ~~controls~~ designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal ~~control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires estimates and judgments by management. An annual independent review by an external auditor shall assure compliance with policies and procedures.~~ controls and compliance thereof shall be reviewed by independent auditors on an annual basis. The Investment Officer shall review the systems of controls periodically to ensure such controls are effective and that the County is complying with such controls.

The internal controls shall address the following points:

- ~~a. Control of collusion,~~
- ~~i. Separation~~ Compliance with this deposit and investment policy constraints and requirements,
and
- ~~ii. Clear delegation of authority, and~~
- ~~b.iii. Segregation of transaction authority from duties and separation of responsibilities for trade execution, accounting and recordkeeping, and~~
- ~~e. iv. Custodial safekeeping, and~~
- ~~d. Avoidance of physical delivery securities wherever possible,~~
- ~~e. Clear delegation of authority to subordinate staff members,~~
- ~~v. Timely reconciliation of custodial reports, and~~
- ~~vi. Appropriate security for online transactions and access to bank accounts and bank data, and~~
- ~~vii. Review, maintenance and monitoring of security procedures both manual and automated, and~~
- ~~viii. Dual controls over entry and authorizations of wire and automated clearing house (ACH) transfers, and~~
- ~~f. ix. Written confirmation of transactions for investments and wire transfers, and,~~
- ~~g. Development of a wire transfer agreement with the lead bank and third party custodian.~~

~~3.~~

c. Accounting Method: The County shall comply with all required legal provisions and applicable Generally Accepted Accounting Principles (GAAP). The GAAP are those contained in the pronouncements of authoritative bodies including but not limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

d. Pooling of Funds: Except for cash in certain restricted and special funds, the County may consolidate balances from all funds to maximize investment earnings. Investment income shall be allocated to the various funds based on their respective cash equity and in accordance with GAAP.

e. Authorized Signatures—: ~~The finance division will~~ Finance Division shall maintain a list of all authorized signatories for all authorized County bank and investment accounts. The County Council ~~will~~ shall approve this list at least annually or whenever a signature is added or deleted from the master list, ~~which ever is sooner.~~

X. AUTHORIZED INVESTMENTS

~~4. Trading Procedures. The investment officer shall, whenever possible, obtain a minimum of three verbal or electronic bids/offers to obtain the best price for the County on all securities trades.~~

- ~~a. To encourage local investing, at least one local Los Alamos broker will be included on all trades if available.~~
- ~~b. Tie bids/offers will be decided by a coin toss, unless one of the tie firms proposed the trade or is a local broker.~~
- ~~c. Brokers proposing a securities trade shall be protected if the trade is executed and will win any ties.~~
- ~~d. Local brokers will win any remaining ties.~~
- ~~e. Best price and execution will not be compromised.~~
- ~~f. The winner on all trades will be included on the competing list for the following trade unless, in the judgment of the staff, the firm does not have good capabilities in the sector related the subsequent trade.~~
- ~~g. Bond exchanges will be managed under the following guidelines:~~
 - ~~i. Recognizing the value of original ideas, proposed bond exchanges will not be shopped among other brokerage firms.~~
 - ~~ii. If uncertainty exists concerning the levels of the bid or offer prices on the proposed exchange, the level(s) should be checked with at least one other firm.~~
 - ~~iii. If a higher bid or offer is found, the proposing firm shall be given the opportunity to improve their bid or offer. The proposing firm shall win any ties.~~

~~A bid/offer form will be completed which will include date, type of investment, purchase date, maturity date, amount to be invested, institution name, contact name, investment type, face value, discount, and cost. Authorization for all investments shall be in writing.~~

~~IV. AUTHORIZED INVESTMENTS~~

~~Authorized~~The County's authorized asset classes and investment types are prescribed under Chapter 6, Article 10 of the New Mexico Statutes Annotated, NMSA 1978, Sections 6-10-10, 6-10-10-1, 6-10-16 and 6-10-36. All deposits and investments set forth in paragraphs a (i.-xiii.) below must have readily ascertainable market value and be easily marketable.

~~a. Allowable investments are defined in as follows:~~

- ~~i. **US Treasury Obligations:** Securities that are issued and backed by the full faith and credit of the United States government; and~~
- ~~ii. **US Agency Obligations:** issued by its agencies or instrumentalities, including securities issued by federal home loan banks, the federal home loan mortgage corporation, the federal national mortgage association, the federal farm credit banks funding corporation, the federal agricultural mortgage corporation or the government national mortgage association and that have a maturity date that does not exceed ten years from the date of purchase; and~~
- ~~iii. **Municipal Bonds:** Bonds or negotiable securities of the state of New Mexico, or a county, municipality or school district that has a taxable valuation of real property for the last preceding year of at least one million dollars (\$1,000,000) and that has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding and that have a maturity date that does not exceed ten years from the date of purchase; and~~

- iv. **Federally Insured Obligations:** Federally insured obligations, including brokered certificates of deposit, certificate of deposit account registry service issues, and federally insured cash accounts; and
- v. **State Investment Council Managed Funds:** Shares of pooled investment funds managed by the state Investment Officer, as provided in Subsection I of Section 6-8-7 NMSA 1978; provided that the County Council may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments; and
- vi. **Commercial Paper:** Commercial paper rated "A1" or "P1", also known as "prime" quality, by a nationally recognized statistical rating organization, issued by corporations organized and operating within the United States and having a maturity at purchase of no longer than one hundred eighty days; and
- vii. **Money Market Funds:** Shares of an open-ended diversified investment company that: (a) is registered with the United States Securities and Exchange Commission; (b) complies with the diversification, quality and maturity requirements of Rule 2a-7, or any successor rule, of the United States Securities and Exchange Commission applicable to money market mutual funds; and assesses no fees to 12-b1 or any successor fee per SEC; and
- viii. **Repurchase ~~20-403~~ of Agreements:** Contracts that involve present purchase and resale at a specified time in the future of specific securities at specified prices at a price differential representing the interest income to be earned by the investor. The contract shall be fully secured by obligations of the United States or the securities of its agencies, instrumentalities or United States government sponsored enterprises having a market value of at least one hundred two percent of the contract. The collateral required for investment in the contracts provided for in this subsection shall be shown on the books of the financial institution as being the property of the investor and the designation shall be contemporaneous with the investment; and
- ix. **State LGIP:** The State of New Mexico Treasurer's investment pool was created under § 6.10.10.1, NMSA 1978. The Local Government Investment Pool provides for the pooled investments of New Mexico governmental bodies that is professionally managed to the State Treasurer's office. The LGIP must maintain a minimum rating of "AA" by a nationally recognized statistical rating organization; and
- x. **Certificate of Deposit:** Term Deposits issued as certificates of any bank or savings and loan association designated as a depository of public money shall deliver securities of the kind specified in Section 6-10-16 NMSA 1978 to a custodial bank described in Section 6-10-21 NMSA 1978 and shall deliver a joint safekeeping receipt issued by the custodial bank. The securities delivered shall have an aggregate value equal to one times (100% collateral) the amount of the funds received; and
- xi. **Bank Deposits:** Deposits may be made in noninterest-bearing checking accounts or in interest bearing accounts in one or more banks or savings and loan associations designated as checking depositories. In addition, deposits of funds may be in noninterest-bearing accounts in one or more credit unions designated as checking depositories located within the geographical boundaries of the governmental unit to the extent the deposits are insured by an agency of the United States. To be pledged in the name of Los Alamos County ~~Code~~, collateralization of all deposits must be at all times 100% collateralized in the amount of funds held.

V.XI. INVESTMENT PARAMETERS

1. Diversification. ~~The investments~~ It is the policy of the County to diversify its investment portfolios to the extent reasonably practical. Assets shall be diversified by:

- ~~a. limiting investments to avoid overconcentration in securities from to reduce the risk of loss resulting from an over-concentration of assets in a specific maturity, a specific issuer or business sector (excluding U.S. Treasury a specific class of securities);~~
- ~~b. limiting investment in securities that have higher credit risks;~~
- ~~c. investing in securities with varying Portfolio maturities, and~~
- ~~d. continuously investing a portion of the portfolio in readily available funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.~~

~~e. To maintain adequate diversification, the investment portfolio shall not have more than 20% of the portfolio invested in securities of a single issuer with may be laddered to avoid undue concentration of assets in a specific maturity sector and to reflect cash flow requirements. The County may choose any variation of the following exceptions:~~

- ~~i. U.S. Government Obligations, deposits with the New Mexico State Treasurer's Local Government Investment Pool, and investments with the New Mexico State Investment Council's Long-term Investment Funds;~~ is limited to
 - ~~ii. Repurchase agreement associated with required debt service reserves that are collateralized in accordance with code section 20-406; and~~
- ~~iii. a. Deposits in a local qualified financial institution that are 100% collateralized in accordance with Section 20-403 of the County Code. This exception recognizes the impact of the county's investment program on the local economy of the amount of its investment.~~

2. Total Portfolio Diversification Constraints:

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's or Equivalent NRSRO	Years to Maturity
US Treasury Obligations	100%	N/A	N/A	10 Years
US Agency Obligations	100%	35%	N/A	10 Years
Municipal Bonds	25%	5%	AA- / Aa3	10 Years
Federally Insured Products	25%	10%	FDIC Insured	N/A
SIC Managed Funds	50%*	N/A	N/A	N/A
Commercial Paper	20%	5%	A1 / P1	180 Days
Money Market Funds	20%	N/A	AAAm	N/A
Repurchase Agreements	10%	5%	N/A	3 Years
State LGIP	100%	N/A	AA / Aa2	N/A

b. Maximum Maturities. To the extent possible, the ~~investment officer~~ **Investment Officer** shall attempt to match the investment maturities with the anticipated cash flow requirements of the County. Unless designated as long-term funds or matched to a specific cash flow, the County will not invest its pooled investment funds directly in securities maturing more than ~~five (5)~~ **ten (10)** years from the date of purchase, other than the portion of the pooled funds determined to be long-term in nature.

3. Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 10 years	100%
Maturity Constraints Excluding SIC Funds	Maximum of Total Portfolio in Years
Weighted Average Maturity	3.0 Years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

c. Long-term Investments. The County has institutional balances that are inherently or explicitly long-term in nature, including balances in the general county pooled investments (~~(~~*no more than ~~50~~20% of the ~~total~~SIC investments in General Funds), the capital projects permanent fund, the cemetery fund, and the utility decommissioning account. These funds, reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the County Council.

Investments in the New Mexico State Investment Council’s long-term investment funds shall be made in accordance with ~~the following established strategic~~ asset allocation guidelines: It is recognized that economic and market conditions will cause the asset allocations to fluctuate within the target ranges.

<u>Principal Invested</u>	<u>Target Weight</u>	<u>Target Range of</u>
Fixed Income (Bonds)	30%	15-45%
Core Bond Fund	20%	10-35 45%
High Yield Bond Fund	10%	0-20%
Domestic Equity	55%	35-75%
Large Cap. Active and Index Funds	40%	20 10-60%
Mid/Small Cap. Active Fund	15%	5-30%
International Equity	15%	5-25%
Non-U.S. Active Fund	12%	5-20%
Emerging Markets Fund	3%	0-10%

~~It is recognized that economic and market conditions will cause the asset allocations to fluctuate within the target ranges.~~

4.

d. Collateralization. New Mexico state law ~~require~~requires that all certificates of deposit, money market, checking accounts, and any other investments not backed by the full faith and credit of the United States Government, other than investments in the New Mexico State Investment

Council long-term investment funds, ~~must be secured by pledged collateral of at least collateralized at~~ 50 percent of the current market value. ~~The County requires that, at all times, pledged collateral be equal to, or greater than, 100 percent of the current market value of the County's applicable investments.~~ This collateral ~~will~~shall be pledged in the name of the County and held by a third party institution, Federal Reserve Bank, or by a trust institution within the same bank as approved by the ~~investment officer.~~Investment Officer. The institution ~~will~~shall issue safekeeping receipts to the County for securities held by a third party. ~~The County will require that at all times, pledged collateral will be equal to, or greater than, 50 percent of the current market value of the County's applicable investments.~~

XII. GUIDELINE MEASUREMENTS

a. Compliance.

- ii. If the investment portfolio falls outside of compliance with this deposit and investment policy or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- iii. All action and violations of this deposit and investment policy (transactions, actions to bring the portfolio back into compliance, and reasoning for actions taken to bring the portfolio back into compliance) shall be documented and reported to the County Manager in a timely manner.
- iv. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

b. Performance Standards. The investment portfolio shall be managed in accordance with the parameters specified within this policy.

- i. The County yields will be compared to the LGIP rates.
- ii. The investment portfolio shall be invested into a predetermined structure that shall be measured against a selected benchmark portfolio. The structure shall be based upon a chosen minimum and maximum effective duration and shall have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or overperform in certain periods. The portfolio shall be positioned to first protect principal and then achieve market rates of return. The benchmark used shall be a 0-3 year or 0-5 year standard market index and comparisons shall be calculated monthly and reported quarterly.
- iii. When comparing the performance of the County's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
- iv. The mark to market pricing will be calculated monthly and be provided in a monthly report.

c. Monitoring and Portfolio Adjustment. This policy sets forth concentration constraints and minimum credit ratings for each type of security. These limits apply to the initial purchase of a security and do not

automatically trigger the sale of a security as the portfolio value fluctuates or in the event of credit rating downgrade. As a general practice, securities will be purchased with the intent to hold to maturity. However, it is acceptable for securities to be sold under the following circumstances:

i. A security with declining credit may be sold early to minimize loss of principal;

~~5. Local Preference for Investing. The investment officer will, whenever possible, try to invest funds which benefit the local economy on a competitive bid basis. The County code allows preference be given to local qualified financial institutions whenever competing bids from out of town qualified financial institutions do not exceed the highest bid from the local financial institutions.~~

ii. The portfolio duration or maturity buckets should be adjusted to better reflect the structure of the underlying benchmark portfolio;

iii. A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions;

iv. A sale of a security to provide for unforeseen liquidity needs.

VI.XIII. REPORTING

~~a. 1. Methods. The investment officer~~Investment Officer shall prepare an investment report at least ~~quarterly~~annually, including a management summary ~~that provides an analysis of the status of the current investment portfolio and transactions made over the reporting period. This. The~~ management summary ~~will~~shall be prepared in a manner ~~which will~~to allow the County to ascertain whether investment activities during the reporting period have conformed to the deposit and investment policy. The report ~~should~~shall be provided to the County ~~Administrator~~Manager and the County Council. The report ~~will~~shall include the following:

~~a.i.~~ i. Listing of individual securities held at the end of the reporting period ~~, and~~

~~b.ii.~~ ii. Changes from the previous report ~~, and~~

~~c.iii.~~ iii. Schedule of collateral ~~, and~~

~~d.iv.~~ iv. The cost and market value of individual securities ~~, and~~

~~e.v.~~ v. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks ~~, and~~

~~f.vi.~~ vi. Listing of investment by maturity date ~~, and~~

~~g.vii.~~ vii. Percentage of the total portfolio of which each type of investment represents.

~~2.~~

XIV. BUSINESS CONTINUITY

The Investment Officer shall implement procedures that maintain continuity of operations related to the investment program while also maintaining proper internal controls. Some examples include:

- Utilize Advisor to access investment data and monitor trades with brokers even when working remotely.
- Centralized investment software that allows personnel to access data for conducting daily funding and accounting of investment settlements.
- Report of daily transactions to and from safekeeping.
- Recording of deposits and withdrawals to and from LGIP.
- Journal entries of net investments and cash activity related to investments.
- Maintenance of written procedures and documentation that provide guidance and instruction in the absence of Investment Officer.

~~**Performance Standards**—The investment portfolio will be managed in accordance with the parameters specified within this policy. A set of appropriate benchmarks shall be selected to use in evaluating portfolio performance on a regular basis.~~

VII.XV. POLICY CONSIDERATIONS ADOPTION

~~1. **Exemption.**—Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.~~

2. **Amendments.**—This policy shall be reviewed by the ~~investment officer on an annual basis~~Investment Officer every two years and be revised to reflect changes in policy required by a changing investment market, changes required by federal, state or local laws, or changes to ~~administrative~~County policy. Any changes must be approved by the County Council.

first adopted by the Council, December 20, 1993
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Updated by Council action on May 28, 2024.



INCORPORATED COUNTY OF LOS ALAMOS
DEPOSIT AND INVESTMENT POLICY
2024 Draft

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I. INTRODUCTION

The Incorporated County of Los Alamos (County) is governed by a Charter, and a Municipal Code of Ordinances, and applicable state and federal laws. The County exercises powers of a county and a municipal corporation under the constitution and laws of the State of New Mexico. Section 103 of the County Charter provides for maximum self-government and home-rule powers as provided in Article X, Section 6, of the Constitution of the State of New Mexico and in the Municipal Charter Act.

II. POLICY STATEMENT

The County has unrestricted general funds, debt service funds, capital project funds and permanent funds. It is imperative that the County forecast cash flow needs to ensure that liabilities can be paid in a timely manner. Managing deposits and investments requires the County to protect these financial assets from material loss by minimizing market risk, interest rate fluctuations, credit risk and liquidity. Once sufficient liquidity is ensured and risk is minimized, the County focuses on maximizing total return on invested assets.

III. GOVERNING AUTHORITY

The deposit and investment of County funds is addressed in the Municipal Code Chapter 20, Article IV – “Deposit and Investment of County Funds”. The Investment Officer is defined under Section 20-402 as the Chief Financial Officer or designee.

The County’s deposits and investments shall be operated in conformance with County Code, New Mexico State law, and applicable Federal law; specifically, this deposit and investment policy is written in conformance with §6-10-10, NMSA 1978. All funds within the scope of this policy are subject to all applicable laws. Any amendments to state law shall be incorporated into this policy as appropriate for the County Investment program.

IV. SCOPE

This policy applies to the deposits and investments of the County.

General Funds: Most cash belonging to all funds (excluding certain segregated and restricted cash and investment balances) is pooled into one common account to optimize investment opportunities. Each fund whose monies are deposited in the pooled cash account has equity therein. Interest earned on the investment of these monies is allocated to substantially all of the County’s funds based upon relative equity at year-end. Funds that are solely funded by transfers from the general fund and certain grant funds may not receive interest income. Significant negative balances incurred in pooled cash at year-end are treated as interfund receivables of the General Fund and interfund payables of the deficit fund, except where the deficit fund has liquid investments to offset the deficit in pooled cash. In such cases, the investments are shown net of the pooled cash deficit.

Capital Projects Permanent Funds: The Capital Projects Permanent Fund accounts for amounts set aside by the County Council and the County Charter for capital projects. These amounts are designated for long-term investing. The real value of the fund principal is required by County Charter to be maintained at an annual level that keeps pace with the implicit price deflator for the gross domestic product (GDP). The permanent fund has a portion of fund balance Restricted for Income Stabilization in accordance with County Code Sec. 20-361. This arrangement establishes a cushion in the fund, to allow market fluctuations affect the stabilization balance without impacting the real value of principal.

Cemetery Funds: The Cemetery Fund is a permanent fund set aside for the perpetual care of the Guaje Pines Cemetery. Sixty percent of all funds received from the sale of cemetery spaces is maintained in the perpetual fund and is designated for long-term investing.

Utility Funds: Utility funds shall be invested according to this deposit and investment policy.

Unexpended Bond Proceeds: Federal income laws generally restrict the ability to earn arbitrage in connection with tax-exempt bonds. Every attempt shall be made to eliminate or minimize negative arbitrage.

V. GENERAL OBJECTIVES

All funds shall be invested in a manner that is in conformance with applicable federal, state and other legal requirements. In addition, the objectives of the investment activities, in order of priority, will be Safety, Liquidity, and Return. Details on these objectives are as follows:

- a. **Safety:** Safety of principal is the foremost objective of the investments. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall investment portfolio. The objective shall be to minimize credit risk and interest rate risk.
 - i. **Credit Risk.** The County shall minimize credit risk and the risk of loss due to the failure of the security issuer or backer, by:
 - Limiting investments to securities as authorized in Section X. "Authorized Investments" of this policy ;
 - Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the County does business; and
 - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
 - ii. **Interest Rate Risk.** The County shall minimize the risk of the decline of market value of securities due to changes in the general level of interest rates, by:
 - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations while also satisfying requirements for cash reserves, thereby avoiding the need to sell securities on the open market prior to maturity.
- b. **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all cash flow requirements that may be reasonably anticipated. This is accomplished by structuring the investment portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the investment portfolio of operating investments should consist largely of securities with active secondary or resale markets (dynamic liquidity).
- c. **Return on Investment:** Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Within the constraints of prudent safety and liquidity parameters listed above, the investment portfolio shall be designed with the objective of attaining a market rate of return. Total returns shall be maximized within these constraints.

VI. IDENTIFICATION OF STRATEGY

Liquidity Funds: Investments that are needed for ongoing disbursements for the operations and project funds of the County.

Investment Funds: Intermediate to Short Duration Portfolio of allowable investments that is funded by excess liquidity balances of the County.

Permanent Funds: Longer-term Portfolio that is invested to achieve optimal investment returns over longer term investment horizons.

VII. STANDARDS OF CARE

- a. **Delegation of Authority:** The ultimate responsibility and authority for the investment of County funds resides with the governing body – the Los Alamos County Council. The County hereby designates the Chief Financial Officer, as the Investment Officer, to manage the investment program and ensure compliance with this deposit and investment policy, designate eligible investment institutions, review periodic investment reports and monitor investment transactions.

The Investment Officer may designate personnel under the Investment Officer supervision to administer the policy, place investments, maintain accounting records, and prepare investment reports. The Investment Officer shall review this deposit and investment policy every two years. Any revisions to the policy shall be presented to County Council for approval.

- b. **Prudence:** The prudence which is to be used by the Investment Officer investing and depositing County funds shall be in accordance with the provisions of § 6-8-10, NMSA 1978 which states, "Investments shall be made with judgement and care; under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived." As part of the Prudent Person Rule, the Investment Officer shall also be subject to the provisions of § 45-7-601 through § 45-7-612, NMSA 1978 (the "Uniform Prudent Investor Act").
- c. **Ethics:** The Investment Officer and any and all investment officials shall refrain from personal business activity that could conflict with the proper execution of the County's deposit and investment policy or which could affect or impair their ability to make impartial decisions on behalf of the County.

VIII. AUTHORIZED FINANCIAL DEALERS, ADVISORS AND INSTITUTIONS

The Finance Division of the Administrative Services Department will maintain a list of financial institutions and a list of security broker/dealers that are approved for investment purposes in accordance with the criteria noted below. Additions or deletions to/from the list will be made at the County's discretion. The Finance Division shall maintain proof of all the necessary credentials and licenses held by employees of the broker/dealers who will have contact with the County, including but not limited to the Financial Industry Regulatory Authority (FINRA), Securities and Exchange Commission (SEC), etc. If an Investment Advisor is contracted to manage the broker/dealer transaction then section b. will apply.

- a. **Broker/Dealers:** The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this policy. The following minimum criteria must be met prior to authorizing investment transactions.
- i. Proof of Financial Industry Regulatory Authority (FINRA) certification, and
 - ii. Proof of New Mexico state registration, and
 - iii. Minimum of five (5) years of current and continuous employment history involving fixed income securities, and
 - iv. Certification of having read and understood and agreeing to comply with the County's deposit and investment policy.

The Investment Officer may impose more stringent criteria.

If an investment advisor firm is retained by the County to execute transactions on behalf of the County, the investment advisor may be granted the authority to execute investment trades and transactions from their approved list of authorized broker/dealers and financial institutions as long as they use due diligence similar to that of the County. The investment advisor shall provide its authorized broker/dealers and financial institutions list to the County annually.

- b. Investment Advisors:** Investment advisors may be utilized to manage County funds and must meet the following broker/dealer criteria:
- i. The firm must be registered with the Securities and Exchange Commission (SEC) or be licensed by the state of New Mexico, and
 - ii. All investment advisor firm representatives conducting investment advice/transactions on behalf of the County must be registered representatives with FINRA, and
 - iii. All investment advisor firm representatives conducting investment advice/transactions on behalf of the County must be licensed by the state of New Mexico, and
 - iv. The investment advisor shall comply with the County's deposit and investment policy, and such obligation shall be included in the County's contract with the investment advisor, and
 - v. The investment advisor must notify the County immediately if any of the following issues arise while providing services under a County contract:
 - Pending investigations by securities regulators,
 - Significant changes in net capital,
 - Pending customer arbitration cases,
 - Regulatory enforcement actions, or
 - Any other issues which come to the attention of the investment advisor that may negatively affect the contractual relationship of the investment advisor or with the County
- c. Financial Institutions:** In selecting financial institutions for the deposit of County money or collateral, the Investment Officer will consider, among other things, the creditworthiness of the institutions. The Investment Officer will monitor the financial institutions' credit characteristics and financial history throughout the period in which County funds or collateral are deposited and will report the results of such monitoring to the County Manager, as appropriate. Each depository will be required at all times to collateralize County deposits and investments in compliance with this Policy.
- d. Competitive Transactions:** The County shall transact all securities purchases and sales on a competitive pricing basis, based on the following criteria:
- i. At least three pricing sources will be documented on each transaction.
 - ii. If only one dealer owns the security, comparable securities may be used to document the pricing.
 - iii. Electronic trading is the preferred option for the purchase or sale of a security.
 - iv. The County's investment advisor under contract that is providing investment management services shall maintain documentation of competitive pricing execution on each transaction. The investment advisor shall retain documentation and provide to County upon request.
 - v. A Local Financial Institution may be considered in the event the competitive bids warrant similar yields to market.

IX. SAFEKEEPING, CUSTODY AND CONTROLS

- a. **Safekeeping of Securities:** All investment securities other than local financial institution Certificates of Deposit purchased by the County shall be held in third-party safekeeping by an institution acceptable to the County. All securities shall be kept and recorded based on the terms of the custodial contract.

All trades of marketable securities shall be executed on a delivery vs payment (DVP) basis or contracted settlement per custodian agreement to ensure that securities are deposited in the County's safekeeping institution prior to the release of funds. The County shall have online access through the safekeeping bank for verification of the account holdings and transactions.

- b. **Internal Controls:** The Investment Officer is responsible for documenting and maintaining a system of internal controls designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal controls and compliance thereof shall be reviewed by independent auditors on an annual basis. The Investment Officer shall review the systems of controls periodically to ensure such controls are effective and that the County is complying with such controls.

The internal controls shall address the following points:

- i. Compliance with this deposit and investment policy constraints and requirements, and
 - ii. Clear delegation of authority, and
 - iii. Segregation of duties and separation of responsibilities for trade execution, accounting and recordkeeping, and
 - iv. Custodial safekeeping, and
 - v. Timely reconciliation of custodial reports, and
 - vi. Appropriate security for online transactions and access to bank accounts and bank data, and
 - vii. Review, maintenance and monitoring of security procedures both manual and automated, and
 - viii. Dual controls over entry and authorizations of wire and automated clearing house (ACH) transfers, and
 - ix. Written confirmation of transactions for investments and wire transfers.
- c. **Accounting Method:** The County shall comply with all required legal provisions and applicable Generally Accepted Accounting Principles (GAAP). The GAAP are those contained in the pronouncements of authoritative bodies including but not limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).
- d. **Pooling of Funds:** Except for cash in certain restricted and special funds, the County may consolidate balances from all funds to maximize investment earnings. Investment income shall be allocated to the various funds based on their respective cash equity and in accordance with GAAP.
- e. **Authorized Signatures:** The Finance Division shall maintain a list of all authorized signatories for all authorized County bank and investment accounts. The County Council shall approve this list at least annually or whenever a signature is added or deleted from the master list, whichever is sooner.

X. AUTHORIZED INVESTMENTS

The County's authorized asset classes and investment types are prescribed under Chapter 6, Article 10 of the New Mexico Statutes Annotated, NMSA 1978, Sections 6-10-10, 6-10-10-1, 6-10-16 and 6-10-36. All deposits and investments set forth in paragraphs a(i. – xiii.) below must have readily ascertainable market value and be easily marketable.

- a. **Allowable investments** are as follows:
- i. **US Treasury Obligations:** Securities that are issued and backed by the full faith and credit of the United States government; and
 - ii. **US Agency Obligations:** issued by its agencies or instrumentalities, including securities issued by federal home loan banks, the federal home loan mortgage corporation, the federal national mortgage association, the federal farm credit banks funding corporation, the federal agricultural mortgage corporation or the government national mortgage association and that have a maturity date that does not exceed ten years from the date of purchase; and
 - iii. **Municipal Bonds:** Bonds or negotiable securities of the state of New Mexico, or a county, municipality or school district that has a taxable valuation of real property for the last preceding year of at least one million dollars (\$1,000,000) and that has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding and that have a maturity date that does not exceed ten years from the date of purchase; and
 - iv. **Federally Insured Obligations:** Federally insured obligations, including brokered certificates of deposit, certificate of deposit account registry service issues, and federally insured cash accounts; and
 - v. **State Investment Council Managed Funds:** Shares of pooled investment funds managed by the state Investment Officer, as provided in Subsection I of Section 6-8-7 NMSA 1978; provided that the County Council may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments; and
 - vi. **Commercial Paper:** Commercial paper rated "A1" or "P1", also known as "prime" quality, by a nationally recognized statistical rating organization, issued by corporations organized and operating within the United States and having a maturity at purchase of no longer than one hundred eighty days; and
 - vii. **Money Market Funds:** Shares of an open-ended diversified investment company that: (a) is registered with the United States Securities and Exchange Commission; (b) complies with the diversification, quality and maturity requirements of Rule 2a-7, or any successor rule, of the United States Securities and Exchange Commission applicable to money market mutual funds; and assesses no fees to 12-b1 or any successor fee per SEC; and
 - viii. **Repurchase Agreements:** Contracts that involve present purchase and resale at a specified time in the future of specific securities at specified prices at a price differential representing the interest income to be earned by the investor. The contract shall be fully secured by obligations of the United States or the securities of its agencies, instrumentalities or United States government sponsored enterprises having a market value of at least one hundred two percent of the contract. The collateral required for investment in the contracts provided for in this subsection shall be shown on the books of the financial institution as being the property of the investor and the designation shall be contemporaneous with the investment; and
 - ix. **State LGIP:** The State of New Mexico Treasurer's investment pool was created under § 6.10.10.1, NMSA 1978. The Local Government Investment Pool provides for the pooled investments of New Mexico governmental bodies that is professionally managed to the State Treasurer's office. The LGIP must maintain a minimum rating of "AA" by a nationally recognized statistical rating organization; and

- x. **Certificate of Deposit:** Term Deposits issued as certificates of any bank or savings and loan association designated as a depository of public money shall deliver securities of the kind specified in Section 6-10-16 NMSA 1978 to a custodial bank described in Section 6-10-21 NMSA 1978 and shall deliver a joint safekeeping receipt issued by the custodial bank. The securities delivered shall have an aggregate value equal to one times (100% collateral) the amount of the funds received; and
- xi. **Bank Deposits:** Deposits may be made in noninterest-bearing checking accounts or in interest bearing accounts in one or more banks or savings and loan associations designated as checking depositories. In addition, deposits of funds may be in noninterest-bearing accounts in one or more credit unions designated as checking depositories located within the geographical boundaries of the governmental unit to the extent the deposits are insured by an agency of the United States. To be pledged in the name of Los Alamos County, collateralization of all deposits must be at all times 100% collateralized in the amount of funds held.

XI. INVESTMENT PARAMETERS

- a. **Diversification.** It is the policy of the County to diversify its investment portfolios to the extent reasonably practical. Assets shall be diversified to reduce the risk of loss resulting from an over-concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Portfolio maturities may be laddered to avoid undue concentration of assets in a specific maturity sector and to reflect cash flow requirements. The County may choose any variation of the following, and is limited to 100% of the amount of its investment.

Total Portfolio Diversification Constraints:

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's or Equivalent NRSRO	Years to Maturity
US Treasury Obligations	100%	N/A	N/A	10 Years
US Agency Obligations	100%	35%	N/A	10 Years
Municipal Bonds	25%	5%	AA- / Aa3	10 Years
Federally Insured Products	25%	10%	FDIC Insured	N/A
SIC Managed Funds	50%*	N/A	N/A	N/A
Commercial Paper	20%	5%	A1 / P1	180 Days
Money Market Funds	20%	N/A	AAA	N/A
Repurchase Agreements	10%	5%	N/A	3 Years
State LGIP	100%	N/A	AA / Aa2	N/A
Certificates of Deposit	20%	5%	LAC Required collateral	5 Years
Bank Deposits - Collateralized	100%	N/A	LAC Required collateral	N/A

- b. **Maximum Maturities.** To the extent possible, the Investment Officer shall attempt to match the investment maturities with the anticipated cash flow requirements of the County. Unless designated as long-term funds or matched to a specific cash flow, the County will not invest its pooled

investment funds directly in securities maturing more than ten (10) years from the date of purchase, other than the portion of the pooled funds determined to be long-term in nature.

Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 10 years	100%
Maturity Constraints Excluding SIC Funds	Maximum of Total Portfolio in Years
Weighted Average Maturity	3.0 Years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

- c. Long-term Investments.** The County has institutional balances that are inherently or explicitly long-term in nature, including balances in the general county pooled investments (*no more than 20% of the SIC investments in General Funds), the capital projects permanent fund, the cemetery fund, and the utility decommissioning account. These funds, reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the County Council.

Investments in the New Mexico State Investment Council’s long-term investment funds shall be made in accordance with established strategic asset allocation guidelines. It is recognized that economic and market conditions will cause the asset allocations to fluctuate within the target ranges.

	<u>Target Range of Principal invested</u>
Fixed Income (Bonds)	15-45%
Core Bond Fund	10-45%
High Yield Bond Fund	0-20%
Domestic Equity	35-75%
Large Cap. Active and Index Funds	10-60%
Mid/Small Cap. Active Fund	5-30%
International Equity	5-25%
Non-U.S. Active Fund	5-20%
Emerging Markets Fund	0-10%

- d. Collateralization.** New Mexico state law requires that all certificates of deposit, money market, checking accounts, and any other investments not backed by the full faith and credit of the United States Government, other than investments in the New Mexico State Investment Council long-term investment funds, must be collateralized at 50 percent of the current market value. The County requires that, at all times, pledged collateral be equal to, or greater than, 100 percent of the current market value of the County's applicable investments. This collateral shall be pledged in the name of the County and held by a third party institution, Federal Reserve Bank, or by a trust

institution within the same bank as approved by the Investment Officer. The institution shall issue safekeeping receipts to the County for securities held by a third party.

XII. GUIDELINE MEASUREMENTS

a. Compliance.

- ii. If the investment portfolio falls outside of compliance with this deposit and investment policy or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- iii. All action and violations of this deposit and investment policy (transactions, actions to bring the portfolio back into compliance, and reasoning for actions taken to bring the portfolio back into compliance) shall be documented and reported to the County Manager in a timely manner.
- iv. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

b. Performance Standards. The investment portfolio shall be managed in accordance with the parameters specified within this policy.

- i. The County yields will be compared to the LGIP rates.
- ii. The investment portfolio shall be invested into a predetermined structure that shall be measured against a selected benchmark portfolio. The structure shall be based upon a chosen minimum and maximum effective duration and shall have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or overperform in certain periods. The portfolio shall be positioned to first protect principal and then achieve market rates of return. The benchmark used shall be a 0-3 year or 0-5 year standard market index and comparisons shall be calculated monthly and reported quarterly.
- iii. When comparing the performance of the County's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
- iv. The mark to market pricing will be calculated monthly and be provided in a monthly report.

c. Monitoring and Portfolio Adjustment. This policy sets forth concentration constraints and minimum credit ratings for each type of security. These limits apply to the initial purchase of a security and do not automatically trigger the sale of a security as the portfolio value fluctuates or in the event of credit rating downgrade. As a general practice, securities will be purchased with the intent to hold to maturity. However, it is acceptable for securities to be sold under the following circumstances:

- i. A security with declining credit may be sold early to minimize loss of principal;
- ii. The portfolio duration or maturity buckets should be adjusted to better reflect the structure of the underlying benchmark portfolio;

- iii. A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions;
- iv. A sale of a security to provide for unforeseen liquidity needs.

XIII. REPORTING

a. Methods. The Investment Officer shall prepare an investment report at least annually, including a management summary. The management summary shall be prepared in a manner to allow the County to ascertain whether investment activities during the reporting period have conformed to the deposit and investment policy. The report shall be provided to the County Manager and the County Council. The report shall include the following:

- i. Listing of individual securities held at the end of the reporting period, and
- ii. Changes from the previous report, and
- iii. Schedule of collateral, and
- iv. The cost and market value of individual securities, and
- v. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks, and
- vi. Listing of investment by maturity date, and
- vii. Percentage of the total portfolio of which each type of investment represents.

XIV. BUSINESS CONTINUITY

The Investment Officer shall implement procedures that maintain continuity of operations related to the investment program while also maintaining proper internal controls. Some examples include:

- Utilize Advisor to access investment data and monitor trades with brokers even when working remotely.
- Centralized investment software that allows personnel to access data for conducting daily funding and accounting of investment settlements.
- Report of daily transactions to and from safekeeping.
- Recording of deposits and withdrawals to and from LGIP.
- Journal entries of net investments and cash activity related to investments.
- Maintenance of written procedures and documentation that provide guidance and instruction in the absence of Investment Officer.

XV. POLICY ADOPTION

This policy shall be reviewed by the Investment Officer every two years and be revised to reflect changes in policy required by a changing investment market, changes required by federal, state or local laws, or changes to County policy. Any changes must be approved by the County Council.

first adopted by the Council, December 20, 1993
updated by Council action, July 10, 1995
updated by Council action, October 3, 2000
updated by Council action, May 24, 2005
Updated by Council action on May 28, 2024.

**NOTICE OF CODE ORDINANCE 02-353
STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Code Ordinance 02-353. This will be considered by the County Council at an open meeting on Tuesday, May 28, at 6:00 p.m., at Fire Station 3, 129 State Road 4, White Rock, New Mexico 87547. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE 02-353
A CODE ORDINANCE AMENDING CHAPTER 20, ARTICLE IV, REGARDING THE DEPOSIT AND
INVESTMENT OF COUNTY FUNDS**

Council of the Incorporated County of Los Alamos

By: /s/ Denise Derkacs, Council Chair

Attest: /s/ Naomi D. Maestas, County Clerk

Published Date: May 16, 2024



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: D.

Index (Council Goals): Quality Governance - Fiscal Stewardship; DPU FY2022 - 2.0 Achieve and Maintain Excellence in Financial Performance

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Legislative File: OR1015-24b

Title

Incorporated County of Los Alamos Ordinance No. 732; An Ordinance Authorizing the Execution and Delivery of a Loan Agreement (“Loan Agreement”) By and Between the Incorporated County of Los Alamos, New Mexico (the “Governmental Unit”) and the New Mexico Finance Authority, Evidencing a Special Limited Obligation of the Governmental Unit to Pay a Principal Amount of No More Than \$2,020,000, Together with Interest, Expenses, and Administrative Fees Thereon, for the Purpose of Financing the Costs of Construction of a Water Booster Station, Electrical and Mechanical Upgrades to Several Booster Stations and Related Appurtenances of the Project; Providing for the Pledge and Payment of the Principal, Administrative Fees and Interest Due Under the Loan Agreement Solely From the Net Revenues of the Joint Utility System of the Governmental Unit; Setting an Interest Rate for the Loan; Approving the Form of and Other Details Concerning the Loan Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with This Ordinance; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan Agreement

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Ordinance No. 732; An Ordinance Authorizing the Execution and Delivery of a Loan Agreement (“Loan Agreement”) By and Between the Incorporated County of Los Alamos, New Mexico (the “Governmental Unit”) and the New Mexico Finance Authority, and ask staff to assure that it is published as provided in the County Charter.

..Utilities Managers Recommendation

The Utilities Manager recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 732.

Board, Commission or Committee Recommendation

The Board of Public Utilities recommended approving this Ordinance at their regular session on April 17, 2024 and recommends that Council adopt Incorporated County of Los Alamos Ordinance No. 732.

Body

The DPU has secured multiple Drinking Water State Revolving Loans (DWSRL) in recent years to complete important upgrades to the water production system. The loans are offered with an interest rate of 0.01% for twenty-year terms. These loan funds will be used to replace the existing water production Supervisory Controls and Data Acquisition System (SCADA) system. The SCADA system allows the water operators to monitor and control 45 remote

sites which consist of tanks, booster stations and wells. The existing SCADA system was placed into service in the early 1990's. The existing system is a proprietary system with many features that are no longer supported by the vendor.

The project will include replacement of the existing microwave communications system with fiber optic lines that will be attached to existing overhead electric lines. The radio terminal units at 45 facilities will be replaced with new open-architecture process logical controllers (PLCs) that Los Alamos County staff will have the ability to program, troubleshoot, upgrade and manage the new SCADA system. A new master station, located at Pajarito Cliffs water operations control room, will be installed on a new operating system. The loan is scheduled to close in early July and staff will immediately begin to procure equipment for self-performed work and issue a request for proposals for support services that will be needed to complete the project.

Alternatives

If the ordinance is not approved, the loan funding will be lost. Staff will continue to pursue the project in the next budget year due to the risk of failure of the existing system.

Fiscal and Staff Impact/Planned Item

The project is included in the fiscal year 2025 water production capital budget in the amount of \$2,020,000, paid for by a Drinking Water State Revolving Loan.

Attachments

- A - LAC Ordinance No. 732
- B - DWSRL 6368 Loan Agreement
- C - Pledged Revenue Certificate
- D - General and No Litigation Certificate
- E - Delivery Certificate and Cross-Receipt
- F - Borrower's Counsel Opinion
- G - Right-of-Way Certificate
- H - Sutin Opinion
- I - Transcript List
- J - Publication Notice

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
ORDINANCE NO. 732 OF THE COUNTY COUNCIL
OF THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
MAY 28, 2024**

STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

The County Council (the "Governing Body") of the Incorporated County of Los Alamos, New Mexico (the "Governmental Unit") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 1000 Central Avenue, Los Alamos, New Mexico 87544, being the meeting place of the Governing Body for the meeting held on the 28th day of May, 2024 at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Chair: _____

Council Members: _____

Absent:

Also Present:

Thereupon, there was officially filed with the County Clerk a copy of a proposed Ordinance in final form, as follows:

[Remainder of page intentionally left blank.]

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 732

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$2,020,000, TOGETHER WITH INTEREST, EXPENSES, AND ADMINISTRATIVE FEES THEREON, FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF ELECTRICAL AND MECHANICAL UPGRADES, SPECIFICALLY THE WATER PRODUCTION REPLACEMENT OF THE SUPERVISORY CONTROL AND DATA ACQUISITION (“SCADA”) SYSTEM AND RELATED APPURTENANCES OF THE PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing incorporated county under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the County Clerk, this Ordinance and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement

to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in this Section 1 shall, for all purposes, have the meaning herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

“Authorized Officers” means the Chair, Vice-Chair, Utilities Manager, Deputy Utilities Manager – Finance and Administration, Deputy Utilities Manager – Engineering Division and the County Clerk of the Governmental Unit.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement authorized by this Ordinance.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, including the Expense Fund Component.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 4-62-1 through 4-62-10, as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Expense Fund” means the expense fund hereby created to be held and administered by the Finance Authority to pay Expenses.

“Expense Fund Component” means an amount equal to one percent (1%) of each Disbursement for the Project, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

“Expenses” means the Finance Authority’s costs of issuance of the Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Finance Authority” means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the duly organized County Council of the Governmental Unit and any successor governing body of the Governmental Unit.

“Governmental Unit” means the Incorporated County of Los Alamos, New Mexico.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of electric, gas, water and sanitary sewer services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

“Interest Rate” means the rate of interest on the Loan Agreement as shown on the Term Sheet.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means the loan agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, Expenses, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit “B” thereto.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements (including the Expense Fund Component) then outstanding.

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount. The Maximum Repayable Principal is \$2,020,000.

“Maximum Principal Amount” means \$2,020,000.

“Net Revenues” means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

“NMSA” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance No. 732 adopted by the Governing Body of the Governmental Unit on May 28, 2024, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet to the Loan Agreement, as supplemented from time to time in accordance with the provisions hereof.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described on the Term Sheet.

"Project" means the project described in the Term Sheet.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

“State” means the State of New Mexico.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“System” means the joint utility system designated as the Governmental Unit’s electric, gas, water and wastewater utility system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and completion of the Project, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.

B. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

C. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

F. Other than as described on the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a two-thirds (2/3) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of \$2,020,000 and interest thereon, and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of \$2,020,000. The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental

Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees, Expenses and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Ordinance.

C. **Use of Surplus Revenues.** After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable lien, but not necessarily an exclusive lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. Prior to the Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, this Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Closing Date, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Council Chair and County Clerk, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[Form of Summary of Ordinance for Publication.]

Incorporated County of Los Alamos, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 732, duly adopted and approved by the Governing Body of the Incorporated County of Los Alamos, New Mexico (the Governmental Unit"), on May 28, 2024. Complete copies of the Ordinance are available for public inspection during normal and regular business hours in the office of the County Clerk, at 1000 Central Avenue, Suite 240, Los Alamos, New Mexico 87544.

The title of the Ordinance is:

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
ORDINANCE NO. 732

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$2,020,000, TOGETHER WITH INTEREST, EXPENSES, AND ADMINISTRATIVE FEES THEREON, FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF ELECTRICAL AND MECHANICAL UPGRADES, SPECIFICALLY THE WATER PRODUCTION REPLACEMENT OF THE SUPERVISORY CONTROL AND DATA ACQUISITION ("SCADA") SYSTEM AND RELATED APPURTENANCES OF THE PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Ordinance.

This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The Incorporated County of Los Alamos, New Mexico, through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Ordinance.

PASSED, APPROVED AND ADOPTED this 28th day of May, 2024.

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

By _____
Denise Derkacs, Council Chair

[SEAL]

ATTEST:

By _____
Naomi D. Maestas, Los Alamos County Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Ordinance duly seconded by Governing Body Member _____.

The motion to adopt said Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (____) members of the Governing Body having voted in favor of said motion, the Chair declared said motion carried and said Ordinance adopted, whereupon the Chair and the County Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of other matters not relating to the Ordinance, the meeting on motion duly made, seconded and carried, was adjourned.

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

By _____
Denise Derkacs, Council Chair

[SEAL]

ATTEST:

By _____
Naomi D. Maestas, Los Alamos County Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
 COUNTY OF LOS ALAMOS)

I, Naomi D. Maestas, the duly appointed, qualified, and acting County Clerk of the Incorporated County of Los Alamos, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the County Council (the "Governing Body"), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held at 1000 Central Avenue, Los Alamos, New Mexico 87544, on May 28, 2024, at the hour of 6:00 p.m., insofar as the same relate to the adoption of Ordinance No. 732 and the execution and delivery of the proposed Loan Agreement, copies of which are set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body's Open Meetings Resolution No. 24-01 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of July, 2024.

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

[SEAL]

By _____
**Naomi D. Maestas, Los Alamos County
 Clerk**

6951109

EXHIBIT "A"

AFFIDAVIT OF PUBLICATION OF NOTICE OF MEETING AND INTENT TO ADOPT
ORDINANCE, NOTICE OF MEETING, MEETING AGENDA AND AFFIDAVIT OF
PUBLICATION OF NOTICE OF ADOPTION OF ORDINANCE

\$2,020,000 Maximum Principal Amount

Maximum Repayable Principal Amount \$2,020,000

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AGREEMENT

dated

July 12, 2024

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

**DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AGREEMENT**

This LOAN AGREEMENT (the “Loan Agreement”), dated as of July 12, 2024, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “Finance Authority”), and the **INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO** (the “Governmental Unit”), an incorporated county duly organized and existing under the laws of the State of New Mexico (the “State”).

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the Finance Authority is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the “DWSRLF Act”) to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the Finance Authority to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit “A”; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS, the New Mexico Environment Department (the “Department”) shall have determined that the Governmental Unit’s Project plans and specifications comply with the provisions of 42 U.S.C. Section 300j-12 and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems prior to disbursement of any proceeds of the Loan for construction; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act are federal funds categorized as CFDA 66.468; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the Finance Authority has determined that the Project meets the requirements for a

Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the Safe Drinking Water Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Finance Authority and the Governmental Unit agree:

ARTICLE I DEFINITIONS

Capitalized terms defined in this Article I shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise.

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Program Amount” means, with respect to this Loan Agreement, the sum of \$2,020,000 which amount shall be available for disbursement to the Governmental Unit to pay costs of the Project.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to this Loan Agreement, together with the required supporting documentation set out in Exhibit “C” submitted to and approved by the Finance Authority pursuant to Section 4.2 of this Loan Agreement.

“Authorized Officers” means, with respect to the Governmental Unit the Chair, Vice-Chair, Utilities Manager, Deputy Utilities Manager – Finance and Administration, Deputy Utilities Manager – Engineering Division and the County Clerk thereof; and with respect to the Finance Authority, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer of the Finance Authority, and any other officer or employee of the Finance Authority designated in writing by an Authorized Officer of the Finance Authority.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to this Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

“Department” means the New Mexico Environment Department.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, including the Expense Fund Component calculated on the basis of the amount of such Approved Requisition.

“Drinking Water Fundable Priority List” means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978; NMSA 1978, §§ 4-62-1 through 4-62-10, as amended; and enactments of the Governing Body relating to this Loan Agreement including the Ordinance.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the United States Environmental Protection Agency.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Expense Fund” means the expense fund hereby created to be held and administered by the Finance Authority to pay Expenses.

“Expense Fund Component” means an amount equal to one percent (1%) of each disbursement for the Project, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

“Expenses” means the Finance Authority’s costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

“Finance Authority Act” means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Governmental Unit.

“Governing Body” means the duly organized County Council of the Governmental Unit and any successor governing body of the Governmental Unit.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of electric, gas, water and sanitary sewer services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

- (a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;
- (b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and
- (c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Loan Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

“Independent Accountant” means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by

the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intended Use Plan” means the current plan prepared by the Finance Authority and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) which establishes criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each disbursement.

“Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Interim Period” means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the Finance Authority as provided in Section 4.1(b) of the Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

“Interim Loan Agreement Payment Schedule” means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit “B”.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, Expenses, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit “B,” or in the Final Loan Agreement Payment Schedule.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

“Loan Agreement Term” means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount. The Maximum Repayable Principal is \$2,020,000.

“Maximum Principal Amount” means \$2,020,000.

“Memorandum of Understanding” means the current memorandum of understanding by and between the Finance Authority and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund.

“Net Revenues” means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

“Operating Agreement” means the operating agreement entered into between the Finance Authority and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

- (f) Amounts required to be deposited in any rebate fund;
- (g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and
- (h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

“Ordinance” means Ordinance No. 732 adopted by the Governing Body of the Governmental Unit on May 28, 2024, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

“Parity Obligations” means any obligations of the Governmental Unit under this Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc. or S & P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments by the Ordinance and this Loan Agreement and described in the Term Sheet.

“Principal Component” means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit “B” attached to this Loan Agreement.

“Project” means the project(s) described on the Term Sheet.

“Safe Drinking Water Act” means 42 U.S.C. §§ 300f et seq.

“Senior Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

“Service Area” means the area served by the System, whether situated within or without the limits of the Governmental Unit.

“State Environmental Review Process” or “SERP” means the environmental review process adopted by the Finance Authority, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“System” means the joint utility system designated as the Governmental Unit’s electric, gas, water and wastewater utility system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

“Term Sheet” means Exhibit “A” attached to this Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

“Utility Revenue Bonds” means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Parity Obligations and Subordinated Obligations.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which

any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Loan Agreement and Readiness to Proceed. The Governmental Unit is an incorporated county in the State, and is duly organized and existing under the statutes and laws of the State, including specifically Article X, Section 5, New Mexico Constitution. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the Finance Authority and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall requisition moneys to pay for the costs of the Project not less frequently than quarterly following the Closing Date;

(ii) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the Finance Authority to assure sufficient revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

(j) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(l) Outstanding and Additional Debt. Except for any Senior Obligations, and any Parity Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the Finance Authority.

(m) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. Neither the execution and delivery of this Loan Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement.

(o) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(p) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one hundred twenty percent (120%) and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed, one hundred twenty percent (120%) of the maximum annual principal and interest due on all outstanding Parity Obligations of the Governmental Unit.

(q) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(r) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing this Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the Finance Authority, and notification of any event deemed material by the Finance Authority. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation or alleged violation by a state or federal agency of appropriate jurisdiction, of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund.

(s) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually, so long as the Governmental Unit expends more or equal to the threshold amount set forth in 2 C.F.R. Section 200.501 during any one Fiscal Year, cause an audit of the books and accounts of its operations in their entirety, or in the alternative an audit of the books and accounts of each of its departments, agencies and other organizational units which expended or otherwise administered the Loan or any other funds derived from the government of the United States, to be completed by an Independent Accountant in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The audit will be available for inspection by the Finance Authority and by the Environmental Protection Agency.

(t) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

Section 2.2 Protective Covenants Regarding Operation of the System. The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant. The Governmental Unit covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred twenty percent (120%) of the maximum annual principal and interest payments due on all outstanding Parity Obligations.

(b) Efficient Operation. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the Service Area of the System.

(c) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of Utility Revenue Bonds are not subject to inspection or copying.

(d) Right to Inspect. The Finance Authority, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues, and the System.

(e) Audits. Within two hundred seventy (270) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the Finance Authority. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(s) of this Loan Agreement.

(f) Billing Procedure. Bills for electric, gas, water and sanitary sewer utility services or facilities, or any combination, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water and sanitary sewer utility services shall be discontinued as required by Governmental Unit regulation, policy or ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection. Electric, gas, water and sanitary sewer utility services may be billed jointly with each other, provided that each such joint bill shall show separately the electric, gas, water and sanitary sewer utility charges.

(g) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on Finance Authority.

(h) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self-insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem Utility Revenue Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(i) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System, shall obtain a written report from an independent utility rate consultant stating that in the opinion of the consultant the use charges in effect immediately prior to the approval of the franchise or license by the Governmental Unit are sufficient to meet the requirement of section 2.1(p) (expected coverage ratio) for the first full calendar year after the approval of the franchise or license, based on the new Service Area of the System.

(j) Alienating System. While this Loan Agreement is outstanding, the Governmental Unit shall not transfer, sell or otherwise dispose of the System, except that the

Governmental Unit may dispose of inadequate, obsolete or worn-out property. For purposes of this Section, any transfer of an asset over which the Governmental Unit retains or regains substantial control shall, for so long as the Governmental Unit has such control, not be deemed a disposition of the System.

(k) Management of the System. If an Event of Default shall occur or if the Pledged Revenues in any Fiscal Year fail to equal principal and interest due on the Senior Obligations and the Parity Obligations, the Governmental Unit shall retain an independent consultant qualified in the management of water and wastewater utility systems to assist in the management of the System so long as such default continues.

(l) Competent Management. The Governmental Unit shall employ experienced and competent personnel to manage the System.

(m) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the regulations, policies or ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Loan Agreement and the proper segregation and application of the Gross Revenues.

(n) Other Liens. Except for any Senior Obligations and Parity Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with or senior to the lien of this Loan Agreement.

Section 2.3 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit:

(a) Legal Status and Authorization of Loan Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the Finance Authority Act. The Finance Authority has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having

jurisdiction over the Finance Authority, or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(c) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the Finance Authority, neither the execution and delivery of this Loan Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligations. This Loan Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) On the Closing Date, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursement by the Finance Authority to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the Finance Authority, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the Finance Authority. The Finance Authority or its designee shall review each requisition for compliance with (i) the Project's construction plans and specifications, and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The Finance Authority shall cause Approved Requisitions to be paid from the State Drinking Water Revolving Loan Fund.

Section 4.3 Expense Fund Deposit. The Finance Authority shall determine the amount of the Expense Fund Component at the time of each payment to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement and deposit such amount to the Expense Fund.

ARTICLE V
LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY
THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Final Loan Agreement Payment Schedule.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the Finance Authority shall recalculate on the basis of the Aggregate Repayable Disbursements to that date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final disbursement, the Finance Authority shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The Finance Authority shall provide a Final Loan Agreement Payment Schedule following the final disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as

creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the Finance Authority or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the Finance Authority or its designee pursuant to this Loan Agreement shall be accounted for and maintained by the Finance Authority or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the Finance Authority. The amounts on deposit in the Debt Service Account shall be expended and used by the Finance Authority only in the manner and order of priority specified herein.

(a) As a charge and lien, but not an exclusive charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations and subordinate to any outstanding Senior Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, Interest and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period the Governmental Unit shall monthly, commencing on the first day of the month next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, in monthly installments, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account the following amounts:

(A) Interest and Administrative Fee Components. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in

equal monthly installments which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and monthly thereafter, commencing on each Loan Agreement Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component and Administrative Fee Component on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Principal Component; and thereafter on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer each month to the Finance Authority, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the Finance Authority shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the Finance Authority shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Parity Obligations Payable from Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in

Section 5.5 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.

(b) No default shall exist in connection with any of the covenants or requirements of the Ordinance or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, without the written approval of the Finance Authority.

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section 5.5.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 of this Loan Agreement.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the Finance Authority or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the Finance Authority. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State,

governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the Finance Authority pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the Finance Authority or its designee shall disburse moneys to pay a requisition upon receipt and approval by the Finance Authority or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation.

Section 6.3 Completion of the Acquisition of the Project. Upon completion of the acquisition of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the acquisition of the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the Finance Authority shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the Finance Authority will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

**ARTICLE VII
COMPLIANCE WITH LAWS
AND RULES; OTHER COVENANTS**

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a) For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b) For all construction contracts awarded in excess of \$10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c) For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d) For all construction subcontracts, and subgrants of amounts in excess of \$100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the

Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e) For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f) For all contracts in excess of \$2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit.

(g) For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program for Utilization of Minority and Women's Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.

(h) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order dated September 25, 2012 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(j) For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the Finance Authority pertaining to the Project or (ii) the Finance Authority has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(k) For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default under this Agreement.

(l) For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to

Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(m) For all contracts, the Governmental Unit shall comply with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts, and the Governmental Unit and procurement contractors shall include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the Project shall include in any contract in excess of \$2,000 the contract clauses set out in the EPA publication entitled “Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e).”

(n) The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the United States Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the EPA for the Project.

(o) The Governmental Unit acknowledges that it is subject to the terms of the Environmental Protection Agency Memorandum titled “Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs” dated December 11, 2020. The Governmental Unit shall comply with 2 CFR 200.216 and Section 889 of Public Law 115-232 and shall not use Loan or Subsidy funds to obtain or enter into a contract to obtain covered telecommunications equipment produced or provided by companies listed in the System for Award Management exclusion list at SAM.gov. The exclusion list includes, but is not limited to, Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities.

The Finance Authority or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 Lien Status. The Loan Agreement Payments constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

**ARTICLE VIII
PREPAYMENT OF LOAN AGREEMENT PAYMENTS**

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the Finance Authority or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Finance Authority or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

**ARTICLE IX
INDEMNIFICATION**

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the Finance Authority and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or its designee, shall defend the Finance Authority or its designee, if any, in any such action or proceeding.

**ARTICLE X
EVENTS OF DEFAULT AND REMEDIES**

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the Finance Authority or its designee, if any, unless the Finance Authority or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental

to the rights of the Finance Authority or its designee but cannot be cured within the applicable thirty (30) day period, the Finance Authority or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings to protect the Finance Authority's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements (except the Expense Fund Component); or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the Finance Authority, in connection with such Event of Default shall have been paid or provided. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the Finance Authority employs attorneys or incurs other expenses for the collection of payments

hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

Incorporated County of Los Alamos
Attn.: Utilities Manager
1000 Central Avenue, Suite 130
Los Alamos, New Mexico 87544

If to the Finance Authority, then to:

New Mexico Finance Authority
Attention: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

And if to Finance Authority's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the Finance Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. This Loan Agreement may be amended only with the written consent of the Finance Authority and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the

Finance Authority, either directly or through the Finance Authority or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. This Loan Agreement (except as to the Administrative Fee and Expense Fund Component) may be assigned and transferred by the Finance Authority to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself has executed this Loan Agreement, which was approved by the Finance Authority's Board of Directors on January 25, 2024, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE FINANCE AUTHORITY:

SUTIN, THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan Counsel to the Finance Authority

By _____
Suzanne Wood Bruckner

Approved for Execution by Officers of the Finance Authority:

By _____
Daniel C. Opperman, Chief Legal Officer

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By _____
Denise Derkacs, Chair

[SEAL]

ATTEST:

By _____
Naomi D. Maestas, County Clerk

6951106

EXHIBIT "A"

TERM SHEET

**LOAN NO. DW-6368
TO THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO**

Governmental Unit: Incorporated County of Los Alamos, New Mexico

Project Description: Finance the costs of construction of electrical and mechanical upgrades, specifically the water production replacement of the Supervisory Control and Data Acquisition ("SCADA") system and related appurtenances of the Project.

Pledged Revenues: Net Revenues of the System

Currently Outstanding Senior Obligations (Senior Lien Tier): Governmental Unit's Utility System Revenue Bonds, Series 2010A-D (PPRF Loan PPRF-2461) maturing in 2030

Currently Outstanding Parity Obligations (Subordinate Lien Tier): PPRF-3150 maturing in 2034;
DW-5456 maturing in 2048;
DW-5637 maturing in 2049;
DW-5638 maturing in 2049.

Currently Outstanding Subordinate Obligations for Pledged Revenues (Super Subordinate Tier): **OUTSTANDING JUNIOR LIENS OF THE WATER UTILITY:**
WPF-0089 maturing in 2028;
WPF-0156 maturing in 2030;
WPF-0157 maturing in 2030;
WPF-0220 maturing in 2031;
WPF-0221 maturing in 2032;
WPF-4826 maturing in 2041;
WPF-5081 maturing in 2042.

OUTSTANDING JUNIOR LIENS OF THE JOINT UTILITY DEBT (ELECTRIC, GAS, WATER AND WASTEWATER):
CWSRF 09L ARRA Loan maturing in 2031;
WPF-0318 maturing in 2035;
WPF-0340 maturing in 2035;
CWSRF 110 maturing in 2042;
WPF-5673 maturing in 2043;
WPF-5966 maturing in 2045.

OUTSTANDING JUNIOR LIEN OF THE WATER AND
WASTEWATER UTILITY:

WPF-3557 maturing in 2038;
WPF-5426 maturing in 2043.

OUTSTANDING JUNIOR LIEN OF THE WASTEWATER
UTILITY:

WPF-0063 maturing 2027;
CWSRF 083 maturing in 2043;
CWSRF 1438143R maturing in 2035.

Authorizing Legislation: Governmental Unit Ordinance No. 732 adopted May 28, 2024

Closing Date: July 12, 2024

Interest Rate: 0.26% (which includes the Administrative Fee)

Maximum Repayable Program
Fund Component: \$2,020,000

Aggregate Program
Fund Amount: \$2,020,000

Maximum Repayable Expense
Fund Component: \$20,000

Maximum Expense
Fund Component: \$20,000

Maximum Principal Amount: \$2,020,000

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$2,020,000 Loan Agreement by and between the Finance Authority and the Incorporated County of Los Alamos (the "Loan Agreement")

TO: DW@nmfa.net
New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Client Services

LOAN NO. DW-6368

CLOSING DATE: July 12, 2024

You are hereby authorized to disburse to the Incorporated County of Los Alamos or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		<input type="checkbox"/> Interim Request <input type="checkbox"/> Final Request
AMOUNT OF PAYMENT:	\$	

PURPOSE OF PAYMENT:

This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Please indicate if this Business is considered a:

<input type="checkbox"/> SBE (Small Business Entrepreneur)	<input type="checkbox"/> MBE (Minority Business Entrepreneur)	<input type="checkbox"/> WBE (Women owned business Entrepreneur)	<input type="checkbox"/> N/A
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(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the Incorporated County of Los Alamos is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the Incorporated County of Los Alamos understands its obligation to complete the acquisition and installation of the Project and shall complete the acquisition and installation of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____

By: _____
Authorized Officer

(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: \$2,020,000 Loan Agreement by and between the Finance Authority and the Incorporated County of Los Alamos (the "Loan Agreement")

Loan No. DW-6368

Closing Date: July 12, 2024

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Incorporated County of Los Alamos, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on _____, 20__.
2. The total cost of the Project was \$ _____.
3. Cost of the Project paid from the Loan was \$ _____.
4. The portion of the Maximum Principal Amount unexpended for the Project is \$ _____.
5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By: _____

Its: _____

\$2,020,000
INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. DW-6368

STATE OF NEW MEXICO)
) ss. PLEDGED REVENUE CERTIFICATE
COUNTY OF LOS ALAMOS)

WHEREAS, the Incorporated County of Los Alamos, New Mexico (the ‘Governmental Unit’) pursuant to Ordinance No. 546 adopted on October 20, 2009 (the ‘PPRF-2461 Ordinance’), executed and delivered a Bond Purchase Agreement (the ‘2010 Senior Lien Obligation’) between the Governmental Unit and the New Mexico Finance Authority (the ‘Finance Authority’), in the aggregate principal amount of \$13,085,000. The 2010 Senior Lien Obligation is payable from a lien on the Net Revenues of the Joint Utility System (the ‘Pledged Revenues’); and

WHEREAS, the Governmental Unit pursuant to Ordinance No. 646 adopted on May 27, 2014 (the ‘PPRF-3150 Ordinance’), executed and delivered a Bond Purchase Agreement (the ‘2014 Bond Purchase Agreement’) between the Governmental Unit and the Finance Authority, in the aggregate principal amount of \$21,690,000. The 2014 Bond Purchase Agreement is payable from a lien on the Pledged Revenues; and

WHEREAS, the Governmental Unit, pursuant to Ordinance No. 706 adopted on February 23, 2021, amended and replaced by Ordinance No. 710 adopted on August 31, 2021 (the ‘DW-5456 Ordinance’), executed and delivered a Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement dated April 9, 2021, amended by an Amended and Restated Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement dated October 8, 2021 (the ‘DW-5456 Loan Agreement’) between the Governmental Unit and the Finance Authority, in the maximum principal amount of \$3,789,723.62. The DW-5456 Loan Agreement is payable from a lien on the Pledged Revenues; and

WHEREAS, the Governmental Unit, pursuant to Ordinance No. 714 adopted on May 24, 2022 (the ‘DW-5637 Ordinance’), executed and delivered a Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement dated July 8, 2022 (the ‘DW-5637 Loan Agreement’) between the Governmental Unit and the Finance Authority, in the maximum principal amount of \$865,570. The DW-5637 Loan Agreement is payable from a lien on the Pledged Revenues; and

WHEREAS, the Governmental Unit, pursuant to Ordinance No. 717 adopted on May 24, 2022 ((the ‘DW-5638 Ordinance’ and, together with the PPRF-3150 Ordinance, the DW-5456 Ordinance and the DW-5367 Ordinance, the ‘Parity Ordinances’)), executed and delivered a Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement dated July 8, 2022 (the ‘DW-5638 Loan Agreement’ and, together with the 2014 Bond Purchase Agreement, the DW-5456 Loan Agreement and the DW-5637 Loan Agreement, the ‘Parity Loan Agreements’) between the Governmental Unit and the Finance Authority, in the maximum principal amount of \$2,727,000. The DW-5638 Loan Agreement is payable from a lien on the Pledged Revenues; and

WHEREAS, the Governmental Unit, pursuant to Ordinance No. 732 adopted on May 28, 2024 (the “DW-6368 Ordinance”), intends to execute and deliver on the date hereof its Drinking Water State Revolving Loan Fund Loan Agreement in the maximum principal amount of \$2,020,000 for the purpose of the construction of electrical and mechanical upgrades, specifically the water production replacement of the Supervisory Control and Data Acquisition (“SCADA”) system and related appurtenances of the Project (the DW-6368 Loan Agreement”) payable from the Pledged Revenues, as set forth in the DW-5638 Loan Agreement; and

WHEREAS, Section 5.4, the “Additional Parity Obligations” of the DW-5638 Loan Agreement provides as follows:

“Section 5.4. Additional Parity Obligations Payable from Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the “Historic Test Period”) shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Senior Obligations, Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) With prior written notice to the Finance Authority, no provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to

prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, without the written approval of the Finance Authority.”; and

WHEREAS, the principal and interest on the outstanding 2010 Senior Lien Obligation, Parity Loan Agreements and the proposed DW-6368 Loan Agreement coming due to their last principal payment date are shown on Exhibit A attached hereto.

NOW THEREFORE, the undersigned do hereby certify as follows:

1. We are familiar with the provisions of the PPRF-2461 Ordinance and the Parity Ordinances authorizing the execution and delivery of the 2010 Senior Lien Obligation and the Parity Loan Agreements and the DW-6368 Ordinance authorizing the execution and delivery of the DW-6368 Loan Agreement, and with the provisions of the 2010 Senior Lien Obligation, the Parity Loan Agreements and the DW-6368 Loan Agreement.

2. We are familiar with the books, accounts and funds of the Governmental Unit pertaining to the Pledged Revenues.

3. Except as stated in the preambles to this Certificate, the Pledged Revenues have not been pledged or hypothecated to the payment of any outstanding senior lien or parity lien obligations and no other outstanding senior lien or parity lien obligations are payable from the Pledged Revenues.

4. The Governmental Unit is not, and has not been in default as to making any payments on the 2010 Senior Lien Obligation or the Parity Loan Agreements, nor under any of the covenants or requirements of the 2010 Senior Lien Obligation or the Parity Loan Agreements.

5. The DW-6368 Loan Agreement is payable from the Pledged Revenues and will constitute a lien upon the Pledged Revenues subordinate to the lien of the outstanding 2010 Senior Lien Obligation and on parity with the liens of the outstanding Parity Loan Agreements.

6. The fiscal year immediately preceding the date of the DW-6368 Loan Agreement is the period commencing on July 1, 2022 and ending in June 30, 2023.

7. The Pledged Revenues for the fiscal year ended June 30, 2023 are fairly stated at \$10,242,788.

8. The combined maximum Aggregate Annual Debt Service Requirements on the 2010 Senior Lien Obligation, the Parity Loan Agreements and the DW-6368 Loan Agreement for the additional bonds test set out in the preambles of this Certificate occurs in Fiscal Year 2027 and is \$2,261,375.68. One hundred twenty percent (120%) of such amount is \$2,713,650.82.

9. The Pledged Revenues of \$10,242,788 (i.e., paragraph 7 above) for the fiscal year immediately preceding the date of the execution and delivery of the DW-6368 Loan Agreement

were sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum Aggregate Annual Debt Service Requirements of \$2,261,375.68 on the 2010 Senior Lien Obligation, the Parity Loan Agreements and the DW-6368 Loan Agreement.

10. This certificate is for the benefit of each holder from time to time of the 2010 Senior Lien Obligation, the Parity Loan Agreements and the DW-6368 Loan Agreement and for the benefit of bond counsel in rendering opinions to the effect that the DW-6368 Loan Agreement is secured by a lien pledge on the Pledged Revenues on a parity with the Parity Loan Agreements.

(Signature Page Follows)

WITNESS our hands this 12th day of July, 2024.

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

[SEAL]

By _____
Denise Derkacs, Chair

By _____
Melissa Dadzie, Chief Financial Officer

By _____
Naomi D. Maestas, County Clerk

\$2,020,000
INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. DW-6368

STATE OF NEW MEXICO)
) ss. GENERAL AND NO LITIGATION
COUNTY OF LOS ALAMOS) CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chair and County Clerk for the Incorporated County of Los Alamos (the “Governmental Unit”) in the State of New Mexico (the “State”):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Ordinance No. 732 adopted on May 28, 2024 (the “Ordinance”), unless otherwise defined in this Certificate or the context requires otherwise.

1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under the laws of the State, its full name being the “Incorporated County of Los Alamos, New Mexico.”
2. The Governmental Unit was established in the year 1941.
3. From at least December 7, 2023 to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Chair:	Denise Derkacs
Vice-Chair:	Theresa Cull
Council Members:	Melanee Hand Suzie Havemann Keith Lepsch David Reagor Randall T. Rytz
County Clerk:	Naomi D. Maestas
Acting Chief Financial Officer:	Melissa Dadzie

4. Based on the data collected during the 2020 Census, the population of the Governmental Unit is at least 75% English speaking. Notice of adoption of the Ordinance was published in English in the *Los Alamos Daily Post*, a newspaper qualified to publish legal notices that is of general circulation in Los Alamos County, New Mexico.

5. There is no reason within our knowledge and belief after due investigation, why the Governmental Unit may not enter into the Loan Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Ordinance.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement. The Loan Agreement has been duly authorized, executed and delivered by the Governmental Unit.

7. The Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Ordinance. The Ordinance constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Ordinance under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under the Loan Agreement or the Ordinance, and no event of default and no default under the Loan Agreement or the Ordinance have occurred and are continuing on the date of this Certificate.

9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Ordinance and the Loan Agreement.

10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or to any of the actions required to be taken by the Ordinance or the Loan Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

11. Neither the Governmental Unit's adoption of the Ordinance nor any action contemplated by or pursuant to the Ordinance or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under, any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial

condition, results of operations, prospects, properties of the Governmental Unit or the Pledged Revenues since the date of the Ordinance.

13. None of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Ordinance, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate, except as set forth in the Term Sheet, there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement.

15. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues, on parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement. The Loan Agreement prohibits the Governmental Unit from issuing additional bonds or other obligations with a lien on the Pledged Revenues senior to the lien of the Loan Agreement without the prior written approval of the Finance Authority.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefore, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program; (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Ordinance; (d) the execution and delivery of the Loan Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Ordinance.

17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and the Ordinance are true and correct as of the date hereof.

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

19. To the best of our knowledge and belief after due investigation, neither the Chair, County Clerk, any member of the Governing Body, nor any other officer, employee or other agent

of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

20. Regular meetings of the Governing Body have been held at 1000 Central Avenue, Los Alamos, New Mexico 87544, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Governing Body in connection with the Loan Agreement. The Open Meetings Act Resolution No. 24-01 adopted and approved by the Governing Body on January 9, 2024 establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution No. 24-01 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement and the Ordinance was taken at meetings held in compliance with the Open Meetings Act and Resolution No. 24-01.

22. The Chair and County Clerk, on the date of the signing of the Loan Agreement, and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

23. This Certificate is for the benefit of the Finance Authority.

24. This Certificate may be executed in counterparts.

[Remainder of page left intentionally blank]

[Signature page follows.]

WITNESS our signatures and the seal of the Governmental Unit this 12th day of July, 2024.

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By _____
Denise Derkacs, Chair

[SEAL]

By _____
Naomi D. Maestas, County Clerk

6951110

\$2,020,000
INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. DW-6368

STATE OF NEW MEXICO)
). ss. DELIVERY CERTIFICATE AND
COUNTY OF LOS ALAMOS) CROSS-RECEIPT

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen and qualified Chair and County Clerk of the Incorporated County of Los Alamos, New Mexico (the “Governmental Unit”):

1. On the date of this Certificate, the Governmental Unit executed and delivered or caused to be executed and delivered a Drinking Water State Revolving Fund Loan Agreement in the Maximum Principal Amount of \$2,020,000 (the “Loan Agreement”) between the Governmental Unit and the New Mexico Finance Authority (the “Finance Authority”) to the Finance Authority, the purchaser of the Loan Agreement, as authorized by Governmental Unit Ordinance No. 732, adopted by the Governmental Unit on May 28, 2024 (the “Ordinance”) relating to the execution and delivery of the Loan Agreement.

2. The undersigned acknowledge that the Aggregate Program Amount, as defined in the Loan Agreement, is available for disbursement to the Governmental Unit pursuant to the terms of Section 4.2 of the Loan Agreement upon transmission of payment requisitions to the Finance Authority in substantially the form attached as Exhibit “C” to the Loan Agreement, with supporting documentation as provided in the Loan Agreement, and will be used as set forth in the Ordinance and the Loan Agreement.

WITNESS our hands this 12th day of July, 2024.

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By _____
Denise Derkacs, Chair

[SEAL]

By _____
Naomi D. Maestas, County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, the duly qualified and acting Chief Executive Officer of the Finance Authority, that the Finance Authority has, on the date of this Certificate received from the Incorporated County of Los Alamos, New Mexico, the Loan Agreement for Project No. DW-6368.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

6951111

[INSERT COUNSEL'S LETTERHEAD]

NEW MEXICO FINANCE AUTHORITY

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: Incorporated County of Los Alamos, New Mexico
\$2,020,000 Loan No. DW-6368

I am the Attorney for the Incorporated County of Los Alamos, New Mexico, with regard to the above-referenced Loan. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Governmental Unit, the Incorporated County of Los Alamos (the "Governmental Unit"), understanding that the Lender, New Mexico Finance Authority (the "Finance Authority"), is relying on this opinion letter and, but for this opinion letter, the Loan would not be approved.

I hereby certify that I have examined:

- (1) The Incorporated County of Los Alamos Water Project, Drinking Water State Revolving Loan Fund Application, dated December 7, 2023, and the Finance Authority Board Approval, for Project No. DW-6368, for the Incorporated County of Los Alamos, dated January 25, 2024, relating to the project (herein the "Project"), as more specifically defined in the Loan Agreement dated July 12, 2024 (the "Loan Agreement");
- (2) The incorporation documents creating the Governmental Unit;
- (3) The most recent Annual Open Meetings Resolution (as well as the underlying proceedings) adopted by the Governmental Unit;
- (4) The proceedings of the County Council, the governing body of the Governmental Unit (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan Application, the Project development, the budget for the Project, and existing contracts (if any) with Project professionals including but not limited to architects, engineers, planners and contractors, whose work will be paid from the proceeds of the Loan;
- (5) Relevant corporate proceedings of the Governmental Unit from at least December 7, 2023 to the date hereof, including, without limiting the generality of the foregoing, the corporate action of the Governmental Unit relating to (a) the election or appointment of its Chair, County Council, and County Clerk; (b) the adoption of ordinances and resolutions governing the operation of the Project; (c) cost estimates for the Project; (d) the proposed operating budget; (e) the proposal to finance the

Project, in part, with a loan made by the Finance Authority; (f) the Ordinance of the County Council dated May 28, 2024 (the “Ordinance”) authorizing the Chair and County Clerk to execute necessary documents to obtain the loan for the Project; and (g) all necessary approvals for the Project from state or local authorities;

- (6) The Loan Agreement and attachments or exhibits thereto setting up a procedure whereby all loan funds will be disbursed to the Governmental Unit on written authorization of the Governmental Unit’s Authorized Officers only after certification of completion of the work in a satisfactory manner by a licensed professional engineer, architect or other authorized representative contractually obligated to the Governmental Unit and only to pay eligible Project costs; and
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real or personal property upon which the Project will be constructed.

Based upon my examination of the foregoing, I am of the opinion that:

- A. The Governmental Unit is a duly organized and existing incorporated county under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The officials and appointees of the Governmental Unit were duly and validly elected or appointed and are empowered to act for the Governmental Unit.
- D. The Governmental Unit has corporate power:
 - (1) to construct and install the Project proposed to be constructed and installed by the Governmental Unit;
 - (2) to execute and deliver Loan documents including, but not necessarily limited to, those identified above;
 - (3) to perform all acts required by such Loan documents to be done by it; and
 - (4) to own and operate and maintain the Project during its useful life.
- E. All proceedings of the Governmental Unit, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Ordinance. The Ordinance constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the

Loan Agreement. No referendum petition has been filed with respect to the Ordinance under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

- G. The Ordinance is a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the Net Revenues of the Governmental Unit, as described in the Loan Agreement (the “Pledged Revenues”) which it purports to create, and except as set forth in the Term Sheet the Governmental Unit has issued no additional obligations with a lien superior to the lien created by the Ordinance and the Loan Agreement.
- H. The Loan Agreement is a valid and binding special, limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Ordinance.
- I. The Governmental Unit has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Governmental Unit in connection with the Loan Agreement. Resolution No. 24-01 (the “Open Meetings Act Resolution”), as adopted and approved by the Governmental Unit on January 9, 2024, establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governmental Unit with respect to the Loan Agreement, and the Ordinance was taken at meetings held in compliance with the Open Meetings Act Resolution.
- J. To the best of my knowledge and belief after due investigation, no event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under either the Loan Agreement or the Ordinance, and no event of default and no default under the Loan Agreement or the Ordinance has occurred and is continuing on the date of this Certificate.
- K. The Governmental Unit has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Ordinance and the Loan Agreement.
- L. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or any of the actions required to be taken by the Ordinance or the Loan Agreement to the date of this Certificate have been obtained and are in full force and effect.
- M. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the project have been obtained and are in full force and effect.
- N. Neither the Governmental Unit’s adoption of the Ordinance nor any action contemplated by or pursuant to the Ordinance or the Loan Agreement does or will conflict with, or

constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

- O. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to my knowledge is there any basis therefore, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit, (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program, (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Ordinance, (d) the execution and delivery of the Loan Agreement, (e) the authority of the Governmental Unit to repay the amount of the loan or (f) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Ordinance.
- P. To the best of my knowledge and belief after due investigation, there are no recorded liens of any nature whatsoever affecting the title to any real or personal property that will be acquired with the proceeds of the Loan Agreement.
- Q. No legal proceedings have been instituted or are pending, and to the best of my knowledge none are threatened, whether or not the Governmental Unit is named as a party in such proceedings, which would affect the Governmental Unit's interest in the property upon which the Project will be located, and there are no judgments against the Governmental Unit and no liens against any of the real or personal property of the Governmental Unit or other entity on which the Project will be located.
- R. The Governmental Unit has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Governmental Unit now has sufficient, adequate and continuous rights-of-way to permit the construction, installation, operation and maintenance of the Project.
- S. The Governmental Unit has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable to the Project on or prior to the date of this opinion letter.

Dated this 12th day of July, 2024.

J. Alvin Leaphart IV, County Attorney
for the Incorporated County of Los Alamos

6951116

\$2,020,000
DRINKING WATER REVOLVING LOAN FUND LOAN
TO THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
BY THE NEW MEXICO FINANCE AUTHORITY
LOAN NO. DW-6368

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the Incorporated County of Los Alamos (the “Governmental Unit”), an incorporated county in the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Governmental Unit has acquired and presently holds title to or continuous and adequate rights-of-way on public and private lands needed, if any, for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of the above-referenced Loan made by New Mexico Finance Authority (the “Project”) and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
 2. That the Governmental Unit has acquired the necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and public utilities.
 3. That the attached right of way map or plat shows the location and description of all land and rights-of-way needed for the Project, including all lands acquired for the Project by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.
 4. Exceptions: NONE
-

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Incorporated County of Los Alamos, New Mexico as of this 12th day of July, 2024.

J. Alvin Leaphart IV, County Attorney
Attorney for Borrower/Grantee
1000 Central Avenue, Suite 340
Los Alamos, NM 87544

6951113

July 12, 2024

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: \$2,020,000 Loan to the Incorporated County of Los Alamos, New Mexico, No. DW-6368

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority in connection with the \$2,020,000 loan agreement dated July 12, 2024 (the "Loan Agreement") by and between the Incorporated County of Los Alamo, New Mexico (the "Governmental Unit") and the New Mexico Finance Authority (the "Finance Authority"). The Loan Agreement is executed and delivered by the Governmental Unit pursuant to NMSA 1978, §§ 6-21A-1 through 6-21A-10 and NMSA 1978, §§ 4-62-1 through 4-62-10, as amended, and the Governmental Unit's Ordinance No. 732, adopted on May 28, 2024 (the "Ordinance"). The Loan Agreement has been executed and delivered to provide funds for the cost of construction of electrical and mechanical upgrades, specifically the water production replacement of the Supervisory Control and Data Acquisition ("SCADA") system and related appurtenances of the project for the Governmental Unit (the "Project"), as described in the Loan Agreement.

We have examined the Ordinance and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Governmental Unit contained in the Ordinance and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law and fact made by the Governmental Unit and the opinions of its legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Ordinance is a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the Net Revenues of the Governmental Unit, as described in the Loan Agreement (the "Pledged Revenues") which it purports to create.

2. The Loan Agreement is a valid and binding special, limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Ordinance.

3. The Loan Agreement is payable solely from, and such payment is secured by a valid and binding subordinate lien on the distribution of the Pledged Revenues subordinate to the lien thereon of other outstanding Senior Obligations, on parity with the lien thereon of other outstanding Parity Obligations and senior to the lien thereon of other outstanding Subordinated Obligations all as shown on Exhibit "A" to the Loan Agreement. The Finance Authority has no right to have taxes levied by the

July 12, 2024
Page 2

Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

4. The Loan Agreement is a valid and binding obligation of the Finance Authority and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan Agreement and the Ordinance with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Governmental Unit with the terms of the Loan Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

6951115

\$2,020,000
INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. DW-6368

Closing Date: July 12, 2024

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 24-01 adopted by the Governmental Unit on January 9, 2024
2. Ordinance No. 732, adopted May 28, 2024, Agenda, and the Affidavits of Publication of the Notice of Intent to Adopt Ordinance and the Notice of Adoption of Ordinance in the *Los Alamos Daily Post*
3. Drinking Water State Revolving Loan Fund Loan Agreement
4. General and No Litigation Certificate
5. Right-of-Way Certificate
6. Delivery, Deposit and Cross-Receipt Certificate
7. Pledged Revenue Certificate
8. Opinion of Counsel to the County
9. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority
10. NMED Consent
11. New Mexico Finance Authority Board Write-up and Applications (informational only)

TRANSCRIPT DISTRIBUTION LIST

Incorporated County of Los Alamos, New Mexico
New Mexico Finance Authority
Sutin, Thayer & Browne A Professional Corporation

6951114

**NOTICE OF ORDINANCE NO. 732
STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS**

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 732. This will be considered by the County Council at a public hearing on Tuesday, May 28, 2024, 6:00 p.m., at Los Alamos County Fire Station No. 3, 129 State Road 4, White Rock, New Mexico 87547. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 732
AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT ("LOAN AGREEMENT")
BY AND BETWEEN THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO (THE
"GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL
LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO
MORE THAN \$2,020,000, TOGETHER WITH INTEREST, EXPENSES, AND ADMINISTRATIVE FEES
THEREON, FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF ELECTRICAL
AND MECHANICAL UPGRADES, SPECIFICALLY THE WATER PRODUCTION REPLACEMENT OF
THE SUPERVISORY CONTROL AND DATA ACQUISITION ("SCADA") SYSTEM AND RELATED
APPURTENANCES OF THE PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE
PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT
SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL
UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER
DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN;
REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE
TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE
LOAN AGREEMENT**

Council of the Incorporated County of Los Alamos
By: /s/ Denise Derkacs, Council Chair
Attest: /s/ Naomi D. Maestas, County Clerk

LA DAILY POST,
Publication Date: **Thursday, May 9, 2024**



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: E.

Index (Council Goals): Quality Governance - Fiscal Stewardship; DPU FY2022 - 2.0 Achieve and Maintain Excellence in Financial Performance

Presenters: James Alarid, Deputy Utilities Manager - Engineering

Legislative File: OR1018-24b

Title

Incorporated County of Los Alamos Ordinance No. 733 An Ordinance Authorizing the Incorporated County of Los Alamos (County) to Submit an Amendment No. 2, to the New Mexico Environment Department (NMED) Clean Water State Revolving Fund (CWSRF) for the Purpose of Increasing the Funding of Loan Number CWSRF 110 by \$1,200,000 for the Bayo Lift Station Elimination Project

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Ordinance No. 733 An Ordinance Authorizing the Incorporated County of Los Alamos (County) to Submit an Amendment No. 2, to the New Mexico Environment Department (NMED) Clean Water State Revolving Fund (CWSRF), for the Purpose of Increasing the Funding of Loan Number CWSRF 110 and ask staff to assure that it is published as provided in the County Charter.

Utilities Manager Recommendation

The Utilities Manager recommends that Council adopt Ordinance No. 733

Board, Commission or Committee Recommendation

The Board of Public Utilities approved recommending this ordinance at their regular session on April 17, 2024 and recommends that Council adopt Ordinance No. 733.

Body

The Bayo Lift Station pumps sewage from all of Barranca Mesa to the Los Alamos Wastewater Treatment Plant. This represents approximately 20% of the sewage treated at the Los Alamos Wastewater Treatment Plant. The lift station is due for some major upgrades and rather than reinvest in the lift station, a gravity sewer line will be constructed to replace the lift station. The gravity sewer line will eliminate the cost of pumping the sewage and eliminate the risk of a significant sewage spill if the lift station failed. The project was bid in June 2023 and the bids were extremely high. After value engineering the project, the scope was reduced and the project was bid again in October and the bids came in \$763,000 lower.

The project was awarded in December 2023 funded by \$1,500,000 from CWSRL 110, and an additional \$1,200,000 funded from FY2024 capital funds reallocated from another project. DPU began working with the New Mexico Environment Department to increase CWSRL 110 by \$1,200,000 to fully fund the project with the same low interest loan. This Amendment No. The Utilities Manager recommends that Council adopt this Ordinance.

Alternatives

If Amendment No. 2 is not approved the project will remain funded in part by the capital improvement funds reallocated from another project.

Fiscal and Staff Impact/Planned Item

CWSRL 110 is funding the following projects:

Bayo Lift Station Elimination Project	\$2,700,000
White Rock Water Reclamation Facility	\$23,500,000
Total	\$26,200,000

Attachments

- A - LAC Ordinance No. 733
- B - Amended Promissory Note
- C - Interim Loan Agreement Amendment No. 2
- D - Publication Notice

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 733

AN ORDINANCE AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS (COUNTY) TO SUBMIT AN AMENDMENT NO. 2, TO THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) CLEAN WATER STATE REVOLVING FUND (CWSRF), FOR THE PURPOSE OF INCREASING THE FUNDING OF LOAN NUMBER CWSRF 110

WHEREAS, pursuant to Ordinance No. 720, the Incorporated County of Los Alamos (County) was authorized by the Los Alamos County Council (County Council) to enter into Loan Agreement No. CWSRF 110, with NMED for loan principal funding up to TWENTY-FIVE MILLION DOLLARS (\$25,000,000), plus accrued interest; and

WHEREAS, Amendment No. 1 to Loan Number CWSRF 110 directed the County to place “Signs” indicating “project funded by President Biden’s Bipartisan Infrastructure Law” and displaying the Environmental Protection Agency (EPA) logo and an official Building A Better America emblem; and

WHEREAS, the County Council has determined that it is in the best interest of County to apply for an increase in the principal amount by ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000), to account for cost overruns, for a total funding amount of TWENTY-SIX MILLION TWO HUNDRED THOUSAND DOLLARS (\$26,200,000); and

WHEREAS, the NMED has agreed to increase the loan principal amount under the same terms and conditions set forth in the original loan.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS:

Section 1. Amendment No. 2 to Loan Number CWSRF 110 be submitted to the NMED to increase the principal and loan subsidy grant amount for a total funding amount of TWENTY-SIX MILLION TWO HUNDRED THOUSAND DOLLARS (\$26,200,000), under the same conditions set forth for the original loan.

Section 2. The Incorporated County of Los Alamos Utilities Manager or designee is authorized to endorse any necessary loan amendment documents.

PASSED AND ADOPTED this 28th day of May 2024.

**COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS**

**Denise Derkacs,
Council Chair**

ATTEST: (Seal)

**Naomi D. Maestas,
Los Alamos County Clerk**

AMENDED PROMISSORY NOTE

**To the New Mexico Environment Department (NMED)
Clean Water State Revolving Loan Fund (CWSRF)
-also known as-
Wastewater Facility Construction Loan Program**

FOR VALUE RECEIVED, the Incorporated County of Los Alamos (Borrower) promises to pay the NMED at:

New Mexico Environment Department
Construction Programs Bureau
1190 S. St. Francis Drive
P.O. Box 5469
Santa Fe, New Mexico 87505-5469

or by electronic funds transfer (EFT)

or at such other place as NMED may hereafter designate in writing, the principal amount of

Twenty-Six Million Two Hundred Thousand Dollars (\$26,200,000)

or so much of that amount as has been paid by NMED to the Borrower pursuant to the terms of the Interim Loan Agreement (Agreement) or any amendment to the Agreement for Loan Number CWSRF 110 between NMED and the Borrower plus 0.01% project interest annually from the date of each respective disbursement annually until paid in full. Effective on the execution of the Agreement.

The principal plus interest due, if applicable, and payable on this Note shall be payable as follows: Principal loaned, and the subsequent interest shall be due and paid according to the Final Promissory Note as described.

Repayment Rate and Schedule

Annual principal and interest payments will commence not later than one year after completion of the project and shall be paid in annual installments due on the anniversary of the first annual installment. A Final Promissory Note will be processed and executed, and the Agreement will be amended and executed as a Final Loan Agreement to reflect the final amount loaned by NMED to Borrower. The principal amount of the Final Promissory Note and Agreement, as amended, will be an amount equal to that loaned and paid to Borrower under this Note.

Source of Repayment

The Borrower is giving a security interest by dedicating the Pledged Funds defined as Joint Utility System Revenues in accordance with Ordinance No. 720.

Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

Assignment

No assignment by NMED of the right to receive payments under this Note shall affect the Borrower's obligations or rights other than to make payments either by EFT or at the address designated by NMED to the Borrower in writing.

Collection and Default

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest rate as set forth in the previous REPAYMENT RATE AND SCHEDULE section above and shall become immediately due and payable by the Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement in COVENANTS are incorporated herein by reference.

Prepayment

The Borrower may prepay all or any part of the principal of this Note without penalty. Extra payments shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and interest are paid in full.

Authority

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC, and the Borrower's Ordinance No. 720 and Ordinance No. 733 amending the CWSRF 110 principal.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

BY: _____
Signature of duly authorized Borrower Official
Los Alamos County

Print Name

Title

Date

State of _____

County of _____

Signed or attested before me on _____ by _____,
Date Name of Witness

Notarial Officer Signature

[Official Stamp] Title of Office: _____

**NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM**

**INTERIM LOAN AGREEMENT
AMENDMENT No. 2**

Borrower Name: **Los Alamos County**

Loan No. **CWSRF 110**

The purpose of this Amendment No. 2 is to increase the loan principal amount by \$1,200,000 to \$26,200,000.

This Amendment No. 2 to the Interim Loan Agreement is made by the New Mexico Environment Department (NMED) and Los Alamos County (Borrower) (collectively the Parties). This Amendment becomes effective when executed by NMED.

The Borrower has enacted Ordinance Number 720 and Amended Ordinance No. 733 which authorizes execution of the Agreement and all Amendments; authorizes the Borrower to accept loan funds from NMED; and irrevocably pledges the Joint Utility System Revenues for the repayment of this Amendment No. 2, the Agreement, and Note.

Loan Terms:

NMED and the Borrower entered into an Agreement on September 7, 2022, and Amendment No. 1 on March 10, 2023. It has become necessary to make changes to the Agreement which expires on September 7, 2024. Increasing the principal amount will allow for the completion of this project. All conditions of the Agreement not identified in this Amendment No. 2 remain the same.

The Parties mutually agree to the following Agreement changes:

SECTION III. LOAN AMOUNT:

NMED agrees to increase the loan principal amount to the Borrower in the amount of: **One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) for a total loan amount of: Twenty-Six Million Two Hundred Thousand Dollars and Zero Cents (\$26,200,000.00)** (Loan Amount) at the interest rate of 0.1% annually upon the terms and conditions set forth in the Interim Loan Agreement and the Interim Promissory Note.

Provided the Borrower complies with the Construction Conditions and the Loan Subsidy Grant Requirements, the loan principal amount will be available until September 7, 2024.

SECTION IV. PROJECT CONDITIONS/Sub-section A:

Upon execution of this Agreement, the Borrower shall adhere to completing construction by September 7, 2024, and to expeditiously initiate and achieve Project Completion.

THE PARTIES AGREE that this Amendment No. 2 becomes effective upon execution by NMED Secretary. By executing this Amendment No. 2, the undersigned represents authorization to act on behalf of the Borrower.

BY: _____
Signature of duly authorized Borrower Official
Los Alamos County

Print Name

Title

Date

Issued and administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____
Judith L. Kahl, P.E., Bureau Chief, Constructions Programs Bureau
Signed pursuant to February 19, 2024, Secretary of Environment Delegation Order

NOTICE OF ORDINANCE NO. 733

STATE OF NEW MEXICO, COUNTY OF LOS ALAMOS

Notice is hereby given that the Council of the Incorporated County of Los Alamos, State of New Mexico, has directed publication of Los Alamos County Ordinance No. 733. This will be considered by the County Council at a public hearing on Tuesday, May 28, 2024, 6:00 p.m., at Los Alamos County Fire Station No. 3, 129 State Road 4, White Rock, New Mexico 87547. The full copy is available for inspection or purchase, during regular business hours, in the County Clerk's Office: 1000 Central Avenue, Suite 240.

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 733

AN ORDINANCE AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS (COUNTY) TO SUBMIT AN AMENDMENT NO. 2, TO THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) CLEAN WATER STATE REVOLVING FUND (CWSRF), FOR THE PURPOSE OF INCREASING THE FUNDING OF LOAN NUMBER CWSRF 110

Council of the Incorporated County of Los Alamos

By: /s/ Denise Derkacs, Council Chair

Attest: /s/ Naomi D. Maestas, County Clerk

LA DAILY POST,

Publication Date: Thursday, May 16, 2024



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: A.

Index (Council Goals): Quality Governance - Communication and Engagement

Presenters: Anne Laurent, County Manager

Legislative File: 18676-24

Title

Strategic Planning and Performance Dashboard Update

Body

Los Alamos County contracted for a performance tracking dashboard software with AchieveIt on August 28, 2023. These dashboards can be embedded into the County's new website. Over the past nine months, staff has been working with the AchieveIt team on initial system set-up and user training, and now entering updated Management Action Plan (MAP) items and assigning metrics to track and measure. This presentation is an update about the progress. The goal is to have Council's 2024 Strategic Leadership Plan dashboard live and on the website by July 1, 2024, the start of fiscal year 2025. The Council's Strategic Leadership Plan includes five goals and 22 priorities. From these goals and priorities, staff identified 107 action items in the MAPs that will advance the Council's goals and priorities. Staff will review the selected metrics and display graphic options for the dashboard at the meeting.

Attachments

A - Management Action Plan Dated March 29, 2024

Fiscal Year (FY) 2025 Management Action Plans

Goals	Priorities	No.	Objectives	Lead	Status
1. Quality Governance					
<p>Quality governance is participatory, consensus-oriented, transparent, accountable, effective, efficient, and responsive to present and future needs of stakeholders.</p>	1.1 Communication and Engagement				
	<p><i>Inform, engage, and solicit feedback from the community and boards and commissions on County projects, policies, and priorities to promote a culture of open communication and collaboration and foster exceptional customer service.</i></p>	1.1a	increase followers and subscribers to County social media and newsletter platforms by 10% annually	CMO	Active
		1.1b	report Los Alamos Now ap analytics monthly; collect customer feedback and identify areas for expanding and/or improving the ap usage	DPU	Active
		1.1c	execute National Community Survey Fall 2024	CMO	Pending
		1.1d	review website posted content monthly, calendars weekly, and keep information current	CMO	Active
		1.1e	complete and post on website Public Information and Involvement Plans for active projects and initiatives; review and update monthly	CMO	Active
		1.1f	hold six townhalls annually for Council discussion topics or projects and track attendance	CMO	Active
		1.1g	assess and propose monthly or annual County-wide reports that can be regularly posted on the County's sunshine page by July 1, 2024	ASD	Pending
		1.1h	feature one new topic monthly on "Have Your Say" website public feedback forum	CMO	Active
		1.1i	increase use of short video productions and podcasts to 10 annually	CMO	Active
	1.2 Intergovernmental, Tribal, and Regional Relations				
	<p><i>Collaborate and problem-solve with the County's major employers; community partner organizations; neighboring Pueblos; and regional, state, and national governmental entities.</i></p>	1.2a	identify local and regional projects for the Progress Through Partnering program annually	CMO	Active
		1.2b	coordinate, encourage and identify opportunities to implement and participate in regional, housing and transportation planning and construction projects	CDD	Active
		1.2c	build and maintain strong relationships and frequent communications with LANL, NNSA, DOE-EM, and their major contractors	CMO	Active
		1.2d	monitor state and federal legislation of interest to the County and promote the approved state and federal priorities each session	CMO	Active
1.2e		schedule annual meetings with neighboring Tribal Councils to coordinate on topics of mutual interest; send invitations to participate in community events and attend Tribal events	CMO	Active	

Fiscal Year (FY) 2025 Management Action Plans

Goals	Priorities	No.	Objectives	Lead	Status
<i>Quality governance is participatory, consensus-oriented, transparent, accountable, effective, efficient, and responsive to present and future needs of stakeholders</i>	1.3 Fiscal Stewardship				
	<i>Maintain fiscal sustainability, transparency, and compliance with applicable budgetary and financial regulatory standards.</i>	1.3a	ensure that the annual audit is submitted to the Office of the State Auditor by December 1st and proper internal controls are in place each fiscal year to prevent audit findings	ASD	Active
		1.3b	apply for favorable grant opportunities and maintain compliance with the funding requirements; track grant award amounts received annually	ASD	Active
		1.3c	review financial policies encompassed in the budget document in 2024 for any recommended reserve requirement changes related to our long range financial plan by March 2024, maintain compliance with operational financial controls, and update the travel, investment and debt management policies by December 2024	ASD	Active
		1.3d	report competitive procurements and contracts monthly as either complete or in-progress and track average duration time from request to completion	ASD	Active
		1.3e	make timely re-payments of debt and present a long-term financial plan annually to Council that maintains favorable bond ratings and debt management	ASD	Active

Fiscal Year (FY) 2025 Management Action Plans

Goals	Priorities	No.	Objectives	Lead	Status
2. Operational Excellence					
<p><i>Operational excellence involves having structures, processes, standards, and oversight in place to ensure that effective services are efficiently delivered within available resources and that services continuously improve.</i></p>	<p><i>Deliver customer-focused, accessible, reliable, and sustainable services to the community through sound financial management, collaborative decision-making, and efficient implementation.</i></p>	2.1 Effective, Efficient, and Reliable Services			
		2.1a	complete the Chapter 16 Development Code update remaining clean-up items by July 2024	CDD	Active
		2.1b	support the work of the Nuisance Code Implementation Review (NCIR) task force regarding 2022 Chapter 18 code update by December 2024	CDD	Active
		2.1c	enhance cyber security end user awareness and upgrade network security systems to minimize risks of attack	ASD	Active
		2.1d	update department performance metrics to be included in the website performance dashboard Budget Book by March 2024	ASD	Active
		2.1e	implement efficient technology solutions for improved asset management that meet the needs of the various departments by December 2024	ASD	Active
		2.1f	complete update to land use and building permit guides (including checklists) for residential and commercial contractors and developers	CDD	Active
	<p><i>Evaluate the County's assets and infrastructure and prioritize funding to first maintain and protect those investments and second to inform new investments.</i></p>	2.2 Infrastructure Asset Management			
		2.2a	generate and publish technology maintenance and replacement schedules first quarter annually	ASD	Active
		2.2b	use recommendations from the multi-use trail and Integrated Master Plan, ADA Audit and Transition Plan for asset maintenance and replacement to improve seven facilities by December 2024	CSD	Active
		2.2c	implement 2024 scheduled Gas, Electric, Water and Sewer utility planned asset upgrades, replacement and major maintenance	DPU	Active
		2.2d	utilize right-of-way design and complete street plans and policies to implement 2024 scheduled Road and Street planned asset upgrades, replacement and major maintenance	PW	Active
		2.2e	utilize Facility Condition Assessment and adopted policies to implement 2024 scheduled Facilities planned asset upgrades, replacement and major maintenance	PW	Active
		2.2f	implement 2024 Fleet vehicle and equipment replacement and maintenance plans and schedules	PW	Active

Fiscal Year (FY) 2025 Management Action Plans

Goals	Priorities	No.	Objectives	Lead	Status
<i>Operational excellence involves having structures, processes, standards, and oversight in place to ensure that effective services are efficiently delivered within available resources and that services continuously improve.</i>	2.3 Employee Recruitment and Retention				
	<i>Attract and employ diverse and highly qualified staff; retain staff through development opportunities, compensation, and benefits; and promote staff to address increasingly complex challenges.</i>	2.3a	reduce quantity and duration of vacant positions and report statistics quarterly	CMO	Active
		2.3b	update salary plan based on 2023 Market Study to offer market competitive incentives for hard to fill positions by July 2024	CMO	Complete
		2.3c	expand and customize recruitment outreach to reach high quality candidates and track average number of applicants received per recruitment quarterly	CMO	Active
		2.3d	provide convenient and timely access to effective staff mandatory training and report compliance quarterly	CMO	Active
		2.3e	grow participation in Leadership Academy and the mentoring program by 10% in 2024	CMO	Active
		2.3f	issue employee survey Summer 2024	CMO	Pending
		2.3g	review and update County's policies related to travel and training, cell phones, leave etc. to stay flexible with the market conditions by Summer 2024	ASD	Active

Fiscal Year (FY) 2025 Management Action Plans

Goals	Priorities	No. Objectives	Lead	Status	
3. Economic Vitality					
<i>Economic vitality encompasses the ability of the community to diversify, develop, grow, and sustain the many elements necessary for a local economy to flourish.</i>	3.1 Housing				
	<i>Increase the capacity for new housing development and the amount and variety of housing types to meet the needs of a changing and growing population, particularly middle- and lower-income households.</i>	3.1a	continue to implement the Home Renewal and Home Buyer programs and report use statistics annually	CDD	Active
		3.1b	update the Affordable Housing Plan by December 2024	CDD	Active
		3.1c	solicit partnership opportunities that will produce new workforce, senior and/or student housing unit residential or mixed-use developments for the 20th Street and DP Road (A-8-a) properties	CDD	Active
		3.1d	support the public schools in evaluating their land for potential workforce housing and mixed-use development opportunities with a priority focus on North Mesa property	CDD	Active
	3.2 Local Business				
	<i>Encourage the retention of existing businesses, facilitate the startup of new businesses, and assist in opportunities for business growth.</i>	3.2a	distribute ARPA funds to eligible local businesses and complete award of funds by September 2024	CDD	Active
		3.2b	construct DP Road and utility infrastructure project in 2024	PW	Active
		3.2c	engage with local business owners and connect business needs with potential funding opportunities and support	CDD	Active
		3.2d	engage, support and provide opportunities for concessionaires on county-owned property	CDD	Active
	3.3 Downtown Revitalization				
	<i>Revitalize the downtown areas of Los Alamos and White Rock by facilitating development opportunities in accordance with the downtown master plans.</i>	3.3a	Update sign code	CDD	Pending
		3.3b	support redevelopment with the White Rock Metropolitan Redevelopment Area (MRA) through Private Public Partnerships and public infrastructure development	CDD	Active
		3.3c	design and construct Deacon Street project in coordination with adjacent property redevelopment	CDD	On Hold
		3.3d	encourage redevelopment of vacant or underutilized properties in accordance with the Downtown Master Plans and 2022 adopted Development Code	CDD	Active
	3.4 Tourism and Special Events				
	<i>Sponsor special events, support major employer and community events, and promote tourism by enhancing amenities, utilizing facilities and contract services, and encouraging overnight stays.</i>	3.4a	make progress implementing the Tourism Plan - specifically wayfinding and White Rock Visitor Center improvements	CDD	Active
		3.4b	promote the Fuller Lodge Historic District and walking tour (public) access long-term to the Manhattan Project National Historical Park Sites	CDD	Active
		3.4c	increase camping and ski tourism by constructing a new water line to the Pajarito Mountain in 2025	DPU	Active
		3.4d	partner and support ongoing annual and new seasonal events such as ScienceFest, summer concert series and recreation tournaments	CSD	Active
3.4e		install wayfinding signs	CDD	Active	

Fiscal Year (FY) 2025 Management Action Plans

Goals	Priorities	No. Objectives		Lead	Status
<i>Economic vitality encompasses the ability of the community to diversify, develop, grow, and sustain the many elements necessary for a local economy to flourish.</i>	3.5 Community Broadband				
	<i>Provide community broadband as a basic essential service that will enable reliable high-speed internet services throughout the County at competitive pricing.</i>	3.5a	issue a procurement seeking an open access fiber to the home network operator and implementation partner	CMO	Complete
		3.5b	complete selection and agreement with a Community Broadband Network design/build/operate partner by August 2024	CMO	Active
3.5c		pursue "middle mile" second fiber line for high-speed broadband network	CMO	Active	

Fiscal Year (FY) 2025 Management Action Plans

Goals	Priorities	No. Objectives	Lead	Status	
4. Quality of Life					
<p><i>Quality of life is a reflection of general well-being and the degree to which community members are healthy, comfortable, welcomed, included, and able to enjoy the activities of daily living.</i></p>	4.1 Health, Wellbeing, and Social Services				
	<p><i>Improve access to behavioral, mental, and physical health and social services and amenities to address identified issues and promote wellbeing in the region.</i></p>	4.1a	complete comprehensive Community Health Plan by October 2024	CSD	Active
		4.1b	procure and implement a closed loop referral system for social services with initial baseline date by July 2024.	CSD	Active
		4.1c	issue and manage social service contracts for a wide variety of community social, physical and mental health needs	CSD	Active
		4.1d	distribute ARPA funds to income eligible residents	CSD	Complete
		4.1e	update the Emergency Response Plan and Continued	PD	Complete
		4.1f	provide support for physical and emotional safe options for youth (Hawk Hangout and prevention programs)	CSD	Active
	4.2 Diversity, Equity, and Inclusivity				
	<p><i>Promote diversity, equity, and inclusivity through community awareness training, targeted events, and expanded opportunities for diverse interests.</i></p>	4.2a	establish a working group to evaluate and consider operational and community-wide DEI related education programs and in coordination with LAPS	CMO	Pending
		4.2b	Develop four to six new events or programs for a diverse and accessible community by July 2025	CSD	Active
		4.2c	implement and document progress made on ADA improvements to County facilities and programs	CSD	Active
		4.3d	continue organizational membership in Governmental Alliance on Race and Equity	CMO	Active
		4.3e	add staff training offerings included: Transgender Cultural Fluency and Working with our Pueblo Neighbors	CMO	Active
	4.3 Mobility				
	<p><i>Improve and expand access to, and all-ability accommodations for, alternative modes of travel including public transit, cycling, and walking amenities and services.</i></p>	4.3a	update Transit Master Plan to evaluate route efficiency and micro transit	PW	Complete
		4.3b	increase transit ridership	PW	Active
		4.3c	expand transit service - weekends	PW	Pending
		4.3d	design a centrally located downtown Townsite transit hub	PW	Active
		4.3e	complete designs and construction of the Urban Trail and Canyon Rim Trail in 2023/2024	PW	Active
		4.3f	incorporate complete street concepts into right-of-way design projects in support of multi-modal transportation options	PW	Active
		4.3g	evaluate and consider design and locations connector "nodes" from natural paths/trails into the non-motorized transportation paths	PW	Active

Fiscal Year (FY) 2025 Management Action Plans

Goals	Priorities	No. Objectives	Lead	Status	
<p>Quality of life is a reflection of general well-being and the degree to which community members are healthy, comfortable, welcomed, included, and able to enjoy the activities of daily living.</p>	4.4 Educational, Historical, and Cultural Amenities				
	<p>Promote educational and cultural opportunities, in coordination with community partners, and provide for the preservation and restoration of historic buildings and the protection of archaeological sites.</p>	4.4a	renovate to preserve the Woman's Army Corp building for use and interpretation by the Manhattan Project National Historical Park	PW	Active
		4.4b	preserve the Baker House as an important asset within the Fuller Lodge National Register Historic District and consider options for public access and use	CDD	On Hold
		4.4c	evaluate, renew and continue the variety of literacy, arts and cultural programs offered by the libraries (review and add or modify at least three programs in FY25)	CSD	Active
		4.4d	partner with public schools on supplemental programming opportunities - for example Police Department's Safety Town and the Libraries' literacy programs	CSD	Active
		4.4e	support maintaining and enhancing the historic walking tours	CDD	Active
		4.4f	develop a County owned historic property inventory assessment and master plan (budget option)	CDD	Pending
		4.4g	evaluate and determine a baseline level for print and digital media items by December 2024.	CSD	Active
		4.4h	survey the community to determine if library collections are meeting the needs of the community	CSD	Active
	4.5 Open Space, Parks, and Recreation				
	<p>Manage County open space and maintain and improve parks and recreation facilities, trails, and amenities as defined by adopted plans and approved projects.</p>	4.5a	update open space and trail maintenance plan by December 2024	CSD	Active
		4.5b	Perform self-assessment of the CSD against the standards established by the Commission for Accreditation of Parks and Recreation Agencies with the desire to become accredited in October 2024	CSD	Active
		4.5c	execute projects funded in the CIP or small parks project programs	CSD	Active
	4.6 Public Safety				
	<p>Ensure overall community safety through proactive and sustained implementation of police, fire, hazard mitigation, and emergency response plans.</p>	4.6a	maintain low crime rates	PD	Active
		4.6b	offer crime prevention programs	PD	Active
		4.6c	maintain adequate fire response time objective	FD	Active
		4.6d	update emergency response plans and communication	PD	Complete
		4.6e	hold emergency response trainings and exercises	PD	Active

Fiscal Year (FY) 2025 Management Action Plans

Goals	Priorities	No. Objectives	Lead	Status	
5. Environmental Stewardship					
<i>Environmental stewardship is the responsible use and protection of the natural environment through active participation in conservation efforts and sustainable practices in coordination with community and organizational partners.</i>	5.1 Natural Resource Protection				
	<i>Take actions to protect the wildlife and wildland interface, safeguard water, and mitigate tree loss in the community.</i>	5.1a	continue fire mitigation outreach, education, and prevention through contracted partnerships and implementation of the Wildland Protection Plan	FD	Active
		5.1b	continue evaluation and making improvements to the bear-proof carts and dumpster program	PW	Active
		5.1c	continue and expand 50 tree replacements annually on County parks and recreation facilities in coordination with arborist recommendations	CSD	Active
		5.1d	implement Bee City and draught tolerant landscaping improvements on County property	CSD	Active
	5.2 Greenhouse Gas Reduction				
	<i>Establish targets for achieving net-zero greenhouse gas emissions and integrate sustainability and resiliency practices into County policies and operations.</i>	5.2a	complete the Greenhouse Gas Inventory and Climate Action Plan in fall 2024	CMO	Active
		5.2b	consider more stringent energy efficiency and greenhouse gas reduction building codes	CDD	Pending
		5.2c	design and build a food waste composting facility	PW	Active
		5.2d	consider a green purchasing policy	CMO	Pending
		5.2e	review and update County's policies on sustainable building design and fleet replacement	CMO	Pending
		5.2f	expand community education and outreach	CMO	Pending
	5.3 Carbon-Neutral Energy Supply				
	<i>Achieve carbon neutrality in electrical supply by 2040 through diversified carbon-free electric sourcing, and phase out natural gas supply by 2070 through energy-efficient, all-electric buildings.</i>	5.3a	implementation of carbon neutral power purchase agreements - DPU goal is to have a carbon neutral energy supply by 2040	DPU	Active
		5.3b	promote targeted energy conservation programs	DPU	Active
		5.3c	incorporate County facility energy efficiency improvements and into CIP and MFM funded projects	PW	Active
	5.4 Water Conservation				
	<i>Reduce potable water use and increase non-potable water use and water harvesting for irrigation where suitable.</i>	5.4a	promote smart metering capabilities and early detection of possible water leaks	DPU	Active
		5.4b	offer water conservation educational materials and trainings for customers - DPU goal is a 12% water use reduction by 2030 (2020 baseline)	DPU	Active
		5.4c	complete new White Rock wastewater treatment facility for higher quality (1A) effluent water and expanded use for sports field and playfield irrigation	DPU	Active
	5.5 Waste Management				
	<i>Manage waste responsibly by diversion of solid waste from landfills through recycling, re-use, composting, and waste reduction programs and zero-waste education campaigns; and pursue efficient long-term solutions for disposal of solid waste.</i>	5.5a	increase waste diversion rates from the landfill	PW	Active
		5.5b	partner for sustainable management of construction waste	PW	Active
5.5c		promote safe disposal of household hazardous waste	PW	Active	
5.5d		promote waste reduction and recycling opportunities	PW	Active	
5.5e		implement food waste composting facilities and program	PW	Pending	



County of Los Alamos

Los Alamos, NM 87544
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Staff Report

May 28, 2024

Agenda No.: B.
Index (Council Goals): Quality Governance - Fiscal Stewardship
Presenters: Melissa Dadzie, Chief Financial Officer
Legislative File: 18805-24

Title

Consideration and Possible Approval of the updated Deposit and Investment Policy

Recommended Action

I move that Council approve the updated deposit and investment policy as attached.

County Manager's Recommendation

The County Manager recommends approval of the updated Deposit and Investment Policy.

Body

The deposit and investment policy was last substantially updated in 2005. The updates to the deposit and investment policy will increase efficiency and ease of administration and have been determined to be in the best interest of County.

The changes being proposed fall into 3 general categories:

1. Creating better consistency between this policy and County Code Chapter 20 Article IV., Deposit and Investment of County funds;
2. Incorporating language related to permitted investment instruments, security requirements for deposits, and repurchase agreements into the policy;
3. General editing improvements throughout the policy.

Staff has received assistance and advice from an independent investment advisor, Deanne Woodring of Government Portfolio Advisors, to develop these proposed policy changes.

Alternatives

Council could choose to not approve this policy or ask for revisions.

Fiscal and Staff Impact/Unplanned Item

There is minimal fiscal and staff impact as investment management is a routine task.

Attachments

- A - Current County Investment Policy, Updated May 24, 2005
- B - Draft 2024 Deposit and Investment Policy (redlined)
- C - Draft 2024 Deposit and Investment Policy (clean version)

INCORPORATED COUNTY OF LOS ALAMOS
INVESTMENT POLICY
Updated May 24, 2005

I. SCOPE

This policy applies to the investment of funds of the Incorporated County of Los Alamos (the County).

II. GENERAL OBJECTIVES

1. Investment goals. County funds shall be invested by the investment officer in an effort to:

- a. Maximize investment returns while minimizing risk;
- b. Maintain a level of liquidity to ensure meeting unanticipated cash needs;
- c. Allow for diversification of the county's portfolio;
- d. Recognize the impact of the county's investment program on the local economy; and
- e. Minimize the amount of money in non-interest-bearing accounts.

2. Criteria for investment selection. The criteria for selecting investments shall be in the following order of priority safety, liquidity, and total return :

a. **Safety.** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to minimize credit risk and interest rate risk.

i. Credit Risk. The County will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to securities as authorized in the County Code;
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the County will do business; and
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

ii. Interest Rate Risk. The County will minimize the risk that the market value of securities in the portfolio will fall due to changes in the general level of interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations and also satisfying requirements for cash reserves, thereby avoiding the need to sell securities on the open market prior to maturity.

b. **Liquidity.** The investment portfolio shall remain sufficiently liquid to meet all cash flow requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio of operating investments should consist largely of securities with active secondary or resale markets (dynamic liquidity).

c. **Total Return .** Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Within the constraints of prudent safety and liquidity parameters listed above, the portfolio shall be designed with the objective of attaining a market rate of return. Total returns will be maximized within these constraints.

3. Trading Restrictions. Securities shall not be sold prior to maturity with the following exceptions:

- a. A security with declining credit may be sold early to minimize loss of principal;

- b. A security swap would improve the quality, total return , or target duration in the portfolio; or
- c. Liquidity needs of the portfolio require that the security be sold.

III. SAFEKEEPING, CUSTODY, AND TRADING

1. **Authorized Financial Dealers and Institutions.** The finance division will maintain a list of financial institutions authorized to provide investment services and a list of approved security broker/dealers selected by creditworthiness. All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply each of the following:

- a. Audited financial statements,
- b. Proof of National Association of Securities Dealers (NASD) certification,
- c. Proof of New Mexico state registration,
- d. Completed broker/dealer questionnaire, and
- e. Certification of having read and understood and agreeing to comply with the County's investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

2. **Internal Controls.** The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires estimates and judgments by management. An annual independent review by an external auditor shall assure compliance with policies and procedures.

The internal controls shall address the following points:

- a. Control of collusion,
- b. Separation of transaction authority from accounting and recordkeeping,
- c. Custodial safekeeping,
- d. Avoidance of physical delivery securities wherever possible,
- e. Clear delegation of authority to subordinate staff members,
- f. Written confirmation of transactions for investments and wire transfers, and
- g. Development of a wire transfer agreement with the lead bank and third-party custodian.

3. **Authorized Signatures.** The finance division will maintain a list of all authorized signatories for all authorized County bank and investment accounts. The County Council will approve this list at least annually or whenever a signature is added or deleted from the master list which ever is sooner.

4. **Trading Procedures .** The investment officer shall, whenever possible, obtain a minimum of three verbal or electronic bids/offers to obtain the best price for the County on all securities trades.

- a. To encourage local investing, at least one local Los Alamos broker will be included on all trades if available.
- b. Tie bids/offers will be decided by a coin toss, unless one of the tie firms proposed the trade or is a local broker.
- c. Brokers proposing a securities trade shall be protected if the trade is executed and will win any ties.
- d. Local brokers will win any remaining ties.
- e. Best price and execution will not be compromised.

f. The winner on all trades will be included on the competing list for the following trade unless, in the judgment of the staff, the firm does not have good capabilities in the sector related the subsequent trade.

g. Bond exchanges will be managed under the following guidelines:

- i. Recognizing the value of original ideas, proposed bond exchanges will not be shopped among other brokerage firms.
- ii. If uncertainty exists concerning the levels of the bid or offer prices on the proposed exchange, the level(s) should be checked with at least one other firm.
- iii. If a higher bid or offer is found, the proposing firm shall be given the opportunity to improve their bid or offer. The proposing firm shall win any ties.

A bid/offer form will be completed which will include date, type of investment, purchase date, maturity date, amount to be invested, institution name, contact name, investment type, face value, discount, and cost. Authorization for all investments shall be in writing.

IV. AUTHORIZED INVESTMENTS

Authorized investments are defined in Section 20-403 of the County Code.

V. INVESTMENT PARAMETERS

1. **Diversification.** The investments shall be diversified by:

- a. limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- b. limiting investment in securities that have higher credit risks,
- c. investing in securities with varying maturities, and
- d. continuously investing a portion of the portfolio in readily available funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

e. To maintain adequate diversification, the investment portfolio shall not have more than 20% of the portfolio invested in securities of a single issuer with the following exceptions:

- i. U.S. Government Obligations, deposits with the New Mexico State Treasurer's Local Government Investment Pool, and investments with the New Mexico State Investment Council's Long-term Investment Funds;
- ii. Repurchase agreement associated with required debt service reserves that are collateralized in accordance with code section 20-406; and
- iii. Deposits in a local qualified financial institution that are 100% collateralized in accordance with Section 20-403 of the County Code. This exception recognizes the impact of the county's investment program on the local economy.

2. **Maximum Maturities.** To the extent possible, the investment officer shall attempt to match the investment maturities with the anticipated cash flow requirements of the County. Unless designated as long-term funds or matched to a specific cash flow, the County will not invest its pooled investment funds directly in securities maturing more than five (5) years from the date of purchase, other than the portion of the pooled funds determined to be long-term in nature.

3. **Long-term Investments.** The County has institutional balances that are inherently or explicitly long-term in nature, including balances in the general county pooled investments (no more than 50% of the total), the capital projects permanent fund, the cemetery fund, and the utility decommissioning account. These funds, reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable

with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the County Council.

Investments in the New Mexico State Investment Council’s long-term investment funds shall be made in accordance with the following asset allocation guidelines:

	<u>Target Weight</u>	<u>Target Range</u>
Fixed Income (Bonds)	30%	15-45%
Core Bond Fund	20%	10-35%
High Yield Bond Fund	10%	5-20%
Domestic Equity	55%	35-75%
Large Cap. Active and Index Funds	40%	20-60%
Mid/Small Cap. Active Fund	15%	5-30%
International Equity	15%	5-25%
Non-U.S. Active Fund	12%	5-20%
Emerging Markets Fund	3%	0-10%

It is recognized that economic and market conditions will cause the asset allocations to fluctuate within the target ranges.

4. **Collateralization.** New Mexico state law require that all certificates of deposit, money market, checking accounts, and any other investments not backed by the full faith and credit of the United States Government, other than investments in the New Mexico State Investment Council long-term investment funds, be secured by pledged collateral of at least 50 percent of the current market value. This collateral will be pledged in the name of the County and held by a third party institution, Federal Reserve Bank, or by a trust institution within the same bank as approved by the investment officer. The institution will issue safekeeping receipts to the County for securities held by a third party. The County will require that at all times, pledged collateral will be equal to, or greater than, 50 percent of the current market value of the County's applicable investments.

5. **Local Preference for Investing.** The investment officer will, whenever possible, try to invest funds which benefit the local economy on a competitive bid basis. The County code allows preference be given to local qualified financial institutions whenever competing bids from out-of-town qualified financial institutions do not exceed the highest bid from the local financial institutions.

VI. REPORTING

1. **Methods.** The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the reporting period . This management summary will be prepared in a manner which will allow the County to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the County Administrator and the County Council. The report will include the following:

- a. Listing of individual securities held at the end of the reporting period.
- b. Changes from the previous report.
- c. Schedule of collateral.
- d. The cost and market value of individual securities.
- e. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
- f. Listing of investment by maturity date.
- g. Percentage of the total portfolio which each type of investment represents.

2. **Performance Standards.** The investment portfolio will be managed in accordance with the parameters specified within this policy. A set of appropriate benchmarks shall be selected to use in evaluating portfolio performance on a regular basis.

VII. POLICY CONSIDERATIONS

1. **Exemption.** Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. **Amendments.** This policy shall be reviewed by the investment officer on an annual basis and be revised to reflect changes in policy required by a changing investment market, changes required by federal, state or local laws, or changes to administrative policy. Any changes must be approved by the County Council.

first adopted by the Council, December 20, 1993
updated by Council action, July 10, 1995
updated by Council action, October 3, 2000
updated by Council action May 24, 2005



INCORPORATED COUNTY OF LOS ALAMOS
DEPOSIT AND INVESTMENT POLICY

Updated May 24, 2005

I. SCOPE

2024 Draft

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I. INTRODUCTION

The Incorporated County of Los Alamos (County) is governed by a Charter, and a Municipal Code of Ordinances, and applicable state and federal laws. The County exercises powers of a county and a municipal corporation under the constitution and laws of the State of New Mexico. Section 103 of the County Charter provides for maximum self-government and home-rule powers as provided in Article X, Section 6, of the Constitution of the State of New Mexico and in the Municipal Charter Act.

II. POLICY STATEMENT

The County has unrestricted general funds, debt service funds, capital project funds and permanent funds. It is imperative that the County forecast cash flow needs to ensure that liabilities can be paid in a timely manner. Managing deposits and investments requires the County to protect these financial assets from material loss by minimizing market risk, interest rate fluctuations, credit risk and liquidity. Once sufficient liquidity is ensured and risk is minimized, the County focuses on maximizing total return on invested assets.

III. GOVERNING AUTHORITY

The deposit and investment of County funds is addressed in the Municipal Code Chapter 20, Article IV – “Deposit and Investment of County Funds”. The Investment Officer is defined under Section 20-402 as the Chief Financial Officer or designee.

The County’s deposits and investments shall be operated in conformance with County Code, New Mexico State law, and applicable Federal law; specifically, this deposit and investment policy is written in conformance with §6-10-10, NMSA 1978. All funds within the scope of this policy are subject to all applicable laws. Any amendments to state law shall be incorporated into this policy as appropriate for the County Investment program.

IV. SCOPE

This policy applies to the ~~investment of funds~~ deposits and investments of the ~~Incorporated County of Los Alamos (the County).~~

II. GENERAL OBJECTIVES

1. Investment goals. County funds shall be invested by the investment officer in an effort to:

- a. Maximize investment returns while minimizing risk;
- b. Maintain a level of liquidity to ensure meeting unanticipated cash needs;
- c. Allow for diversification of the county's portfolio;
- d. Recognize the impact of the county's investment program on the local economy; and
- e. Minimize the amount of money in non-interest bearing accounts.

2. Criteria for investment selection. The criteria for selecting investments shall be in the following order of priority safety, liquidity, and total return:

a. Safety.

General Funds: Most cash belonging to all funds (excluding certain segregated and restricted cash and investment balances) is pooled into one common account to optimize investment opportunities. Each fund whose monies are deposited in the pooled cash account has equity therein. Interest earned on the

investment of these monies is allocated to substantially all of the County's funds based upon relative equity at year-end. Funds that are solely funded by transfers from the general fund and certain grant funds may not receive interest income. Significant negative balances incurred in pooled cash at year-end are treated as interfund receivables of the General Fund and interfund payables of the deficit fund, except where the deficit fund has liquid investments to offset the deficit in pooled cash. In such cases, the investments are shown net of the pooled cash deficit.

Capital Projects Permanent Funds: The Capital Projects Permanent Fund accounts for amounts set aside by the County Council and the County Charter for capital projects. These amounts are designated for long-term investing. The real value of the fund principal is required by County Charter to be maintained at an annual level that keeps pace with the implicit price deflator for the gross domestic product (GDP). The permanent fund has a portion of fund balance Restricted for Income Stabilization in accordance with County Code Sec. 20-361. This arrangement establishes a cushion in the fund, to allow market fluctuations affect the stabilization balance without impacting the real value of principal.

Cemetery Funds: The Cemetery Fund is a permanent fund set aside for the perpetual care of the Guaje Pines Cemetery. Sixty percent of all funds received from the sale of cemetery spaces is maintained in the perpetual fund and is designated for long-term investing.

Utility Funds: Utility funds shall be invested according to this deposit and investment policy.

Unexpended Bond Proceeds: Federal income laws generally restrict the ability to earn arbitrage in connection with tax-exempt bonds. Every attempt shall be made to eliminate or minimize negative arbitrage.

V. GENERAL OBJECTIVES

All funds shall be invested in a manner that is in conformance with applicable federal, state and other legal requirements. In addition, the objectives of the investment activities, in order of priority, will be Safety, Liquidity, and Return. Details on these objectives are as follows:

a. **Safety:** Safety of principal is the foremost objective of the ~~investment program~~ investments. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall investment portfolio. The objective ~~will~~shall be to minimize credit risk and interest rate risk.

i. ~~i.~~ **Credit Risk.** The County ~~will~~shall minimize credit risk, and the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to ~~—~~securities as authorized in ~~the County Code~~Section X. "Authorized Investments" of this policy ;
- ~~•~~Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the County ~~will do~~does business; and
- ~~•~~Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

ii. ~~ii.~~ **Interest Rate Risk.** The County ~~will~~shall minimize the risk ~~that~~of the decline of market value of securities ~~in the portfolio will fall~~ due to changes in the general level of interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations and~~while~~ also satisfying requirements for cash reserves, thereby avoiding the need to sell securities on the open market prior to maturity.

~~b.~~ **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all cash flow requirements that may be reasonably anticipated. This is accomplished by structuring the investment portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the investment portfolio of operating investments should consist largely of securities with active secondary or resale markets (dynamic liquidity).

~~c.~~ **Total Return on Investment:** Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Within the constraints of prudent safety and liquidity parameters listed above, the investment portfolio shall be designed with the objective of attaining a market rate of return. Total returns ~~will~~shall be maximized within these constraints.

~~3. Trading Restrictions. Securities shall not be sold prior to maturity with the following exceptions:~~

VI. IDENTIFICATION OF STRATEGY

~~a.i. A security with declining credit may be sold early to minimize loss of principal;~~

~~b. A security swap would improve the quality, total return, or target duration in the portfolio; or
c. Liquidity needs of the portfolio require~~**Funds: Investments that** ~~the security be sold.~~

~~III. SAFEKEEPING, CUSTODY, AND TRADING~~

~~1. Authorized Financial Dealers are needed for ongoing disbursements for the operations and Institutions. The finance division project funds of the County.~~

Investment Funds: Intermediate to Short Duration Portfolio of allowable investments that is funded by excess liquidity balances of the County.

Permanent Funds: Longer-term Portfolio that is invested to achieve optimal investment returns over longer term investment horizons.

VII. STANDARDS OF CARE

a. Delegation of Authority: The ultimate responsibility and authority for the investment of County funds resides with the governing body – the Los Alamos County Council. The County hereby designates the Chief Financial Officer, as the Investment Officer, to manage the investment program and ensure compliance with this deposit and investment policy, designate eligible investment institutions, review periodic investment reports and monitor investment transactions.

The Investment Officer may designate personnel under the Investment Officer supervision to administer the policy, place investments, maintain accounting records, and prepare investment reports. The Investment Officer shall review this deposit and investment policy every two years. Any revisions to the policy shall be presented to County Council for approval.

b. Prudence: The prudence which is to be used by the Investment Officer investing and depositing County funds shall be in accordance with the provisions of § 6-8-10, NMSA 1978 which states,

"Investments shall be made with judgement and care; under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived." As part of the Prudent Person Rule, the Investment Officer shall also be subject to the provisions of § 45-7-601 through § 45-7-612, NMSA 1978 (the "Uniform Prudent Investor Act").

- c. **Ethics:** The Investment Officer and any and all investment officials shall refrain from personal business activity that could conflict with the proper execution of the County's deposit and investment policy or which could affect or impair their ability to make impartial decisions on behalf of the County.

VIII. AUTHORIZED FINANCIAL DEALERS, ADVISORS AND INSTITUTIONS

The Finance Division of the Administrative Services Department will maintain a list of financial institutions authorized to provide investment services and a list of approved security broker/dealers selected by creditworthiness. All financial institutions and that are approved for investment purposes in accordance with the criteria noted below. Additions or deletions to/from the list will be made at the County's discretion. The Finance Division shall maintain proof of all the necessary credentials and licenses held by employees of the broker/dealers who desire to become qualified for investment transactions will have contact with the County, including but not limited to the Financial Industry Regulatory Authority (FINRA), Securities and Exchange Commission (SEC), etc. If an Investment Advisor is contracted to manage the broker/dealer transaction then section b. will apply.

- a. **Broker/Dealers:** The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this policy. The following minimum criteria must supply each of the following: be met prior to authorizing investment transactions.

a. ~~Audited financial statements,~~

b.i. ~~Proof of National Association of Securities Dealers (NASD) Financial Industry Regulatory Authority (FINRA) certification, and~~

e.ii. ~~Proof of New Mexico state registration, and~~

d. ~~Completed broker/dealer questionnaire, and~~

iii. ~~Minimum of five (5) years of current and continuous employment history involving fixed income securities, and~~

e.iv. ~~Certification of having read and understood and agreeing to comply with the County's deposit and investment policy.~~

The Investment Officer may impose more stringent criteria.

If

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

2. ~~an investment advisor firm is retained by the County to execute transactions on behalf of the County, the investment advisor may be granted the authority to execute investment trades and transactions from their approved list of authorized broker/dealers and financial institutions as long as they use due diligence similar to that of the County. The investment advisor shall provide its authorized broker/dealers and financial institutions list to the County annually.~~

- b. **Investment Advisors:** Investment advisors may be utilized to manage County funds and must meet the following broker/dealer criteria:

- i. The firm must be registered with the Securities and Exchange Commission (SEC) or be licensed by the state of New Mexico, and
- ii. All investment advisor firm representatives conducting investment advice/transactions on behalf of the County must be registered representatives with FINRA, and
- iii. All investment advisor firm representatives conducting investment advice/transactions on behalf of the County must be licensed by the state of New Mexico, and
- iv. The investment advisor shall comply with the County's deposit and investment policy, and such obligation shall be included in the County's contract with the investment advisor, and
- v. The investment advisor must notify the County immediately if any of the following issues arise while providing services under a County contract:

- Pending investigations by securities regulators,
- Significant changes in net capital,
- Pending customer arbitration cases,
- Regulatory enforcement actions, or
- Any other issues which come to the attention of the investment advisor that may negatively affect the contractual relationship of the investment advisor or with the County

c. Financial Institutions: In selecting financial institutions for the deposit of County money or collateral, the Investment Officer will consider, among other things, the creditworthiness of the institutions. The Investment Officer will monitor the financial institutions' credit characteristics and financial history throughout the period in which County funds or collateral are deposited and will report the results of such monitoring to the County Manager, as appropriate. Each depository will be required at all times to collateralize County deposits and investments in compliance with this Policy.

d. Competitive Transactions: The County shall transact all securities purchases and sales on a competitive pricing basis, based on the following criteria:

- i. At least three pricing sources will be documented on each transaction.
- ii. If only one dealer owns the security, comparable securities may be used to document the pricing.
- iii. Electronic trading is the preferred option for the purchase or sale of a security.
- iv. The County's investment advisor under contract that is providing investment management services shall maintain documentation of competitive pricing execution on each transaction. The investment advisor shall retain documentation and provide to County upon request.
- v. A Local Financial Institution may be considered in the event the competitive bids warrant similar yields to market.

IX. SAFEKEEPING, CUSTODY AND CONTROLS

a. Safekeeping of Securities: All investment securities other than local financial institution Certificates of Deposit purchased by the County shall be held in third-party safekeeping by an institution acceptable to the County. All securities shall be kept and recorded based on the terms of the custodial contract.

All trades of marketable securities shall be executed on a delivery vs payment (DVP) basis or contracted settlement per custodian agreement to ensure that securities are deposited in the County's safekeeping institution prior to the release of funds. The County shall have online access through the safekeeping bank for verification of the account holdings and transactions.

b. Internal Controls—: The ~~investment officer~~Investment Officer is responsible for ~~establishing~~documenting and maintaining ~~ana system of~~ internal ~~control structure~~controls designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal ~~control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires estimates and judgments by management. An annual independent review by an external auditor shall assure compliance with policies and procedures.~~controls and compliance thereof shall be reviewed by independent auditors on an annual basis. The Investment Officer shall review the systems of controls periodically to ensure such controls are effective and that the County is complying with such controls.

The internal controls shall address the following points:

- ~~a. Control of collusion,~~
- ~~i. Separation~~Compliance with this deposit and investment policy constraints and requirements,
~~and~~
- ~~ii. Clear delegation of authority, and~~
- ~~b.iii. Segregation of transaction authority from duties and separation of responsibilities for trade execution, accounting and recordkeeping, and~~
- ~~e. iv. Custodial safekeeping, and~~
- ~~d. Avoidance of physical delivery securities wherever possible,~~
- ~~e. Clear delegation of authority to subordinate staff members,~~
- ~~v. Timely reconciliation of custodial reports, and~~
- ~~vi. Appropriate security for online transactions and access to bank accounts and bank data, and~~
- ~~vii. Review, maintenance and monitoring of security procedures both manual and automated, and~~
- ~~viii. Dual controls over entry and authorizations of wire and automated clearing house (ACH) transfers, and~~
- ~~f. ix. Written confirmation of transactions for investments and wire transfers, and,~~
- ~~g. Development of a wire transfer agreement with the lead bank and third party custodian.~~

~~3.~~

c. Accounting Method: The County shall comply with all required legal provisions and applicable Generally Accepted Accounting Principles (GAAP). The GAAP are those contained in the pronouncements of authoritative bodies including but not limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

d. Pooling of Funds: Except for cash in certain restricted and special funds, the County may consolidate balances from all funds to maximize investment earnings. Investment income shall be allocated to the various funds based on their respective cash equity and in accordance with GAAP.

e. Authorized Signatures—: The ~~finance division will~~Finance Division shall maintain a list of all authorized signatories for all authorized County bank and investment accounts. The County Council ~~will~~shall approve this list at least annually or whenever a signature is added or deleted from the master list, which ever is sooner.

X. AUTHORIZED INVESTMENTS

~~4. Trading Procedures. The investment officer shall, whenever possible, obtain a minimum of three verbal or electronic bids/offers to obtain the best price for the County on all securities trades.~~

- ~~a. To encourage local investing, at least one local Los Alamos broker will be included on all trades if available.~~
- ~~b. Tie bids/offers will be decided by a coin toss, unless one of the tie firms proposed the trade or is a local broker.~~
- ~~c. Brokers proposing a securities trade shall be protected if the trade is executed and will win any ties.~~
- ~~d. Local brokers will win any remaining ties.~~
- ~~e. Best price and execution will not be compromised.~~
- ~~f. The winner on all trades will be included on the competing list for the following trade unless, in the judgment of the staff, the firm does not have good capabilities in the sector related the subsequent trade.~~
- ~~g. Bond exchanges will be managed under the following guidelines:~~
 - ~~i. Recognizing the value of original ideas, proposed bond exchanges will not be shopped among other brokerage firms.~~
 - ~~ii. If uncertainty exists concerning the levels of the bid or offer prices on the proposed exchange, the level(s) should be checked with at least one other firm.~~
 - ~~iii. If a higher bid or offer is found, the proposing firm shall be given the opportunity to improve their bid or offer. The proposing firm shall win any ties.~~

~~A bid/offer form will be completed which will include date, type of investment, purchase date, maturity date, amount to be invested, institution name, contact name, investment type, face value, discount, and cost. Authorization for all investments shall be in writing.~~

~~IV. AUTHORIZED INVESTMENTS~~

~~Authorized The County's authorized asset classes and investment types are prescribed under Chapter 6, Article 10 of the New Mexico Statutes Annotated, NMSA 1978, Sections 6-10-10, 6-10-10-1, 6-10-16 and 6-10-36. All deposits and investments set forth in paragraphs a (i.-xiii.) below must have readily ascertainable market value and be easily marketable.~~

- ~~a. Allowable investments are defined in as follows:~~
 - ~~i. US Treasury Obligations: Securities that are issued and backed by the full faith and credit of the United States government; and~~
 - ~~ii. US Agency Obligations: issued by its agencies or instrumentalities, including securities issued by federal home loan banks, the federal home loan mortgage corporation, the federal national mortgage association, the federal farm credit banks funding corporation, the federal agricultural mortgage corporation or the government national mortgage association and that have a maturity date that does not exceed ten years from the date of purchase; and~~
 - ~~iii. Municipal Bonds: Bonds or negotiable securities of the state of New Mexico, or a county, municipality or school district that has a taxable valuation of real property for the last preceding year of at least one million dollars (\$1,000,000) and that has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding and that have a maturity date that does not exceed ten years from the date of purchase; and~~

- iv. **Federally Insured Obligations:** Federally insured obligations, including brokered certificates of deposit, certificate of deposit account registry service issues, and federally insured cash accounts; and
- v. **State Investment Council Managed Funds:** Shares of pooled investment funds managed by the state Investment Officer, as provided in Subsection I of Section 6-8-7 NMSA 1978; provided that the County Council may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments; and
- vi. **Commercial Paper:** Commercial paper rated "A1" or "P1", also known as "prime" quality, by a nationally recognized statistical rating organization, issued by corporations organized and operating within the United States and having a maturity at purchase of no longer than one hundred eighty days; and
- vii. **Money Market Funds:** Shares of an open-ended diversified investment company that: (a) is registered with the United States Securities and Exchange Commission; (b) complies with the diversification, quality and maturity requirements of Rule 2a-7, or any successor rule, of the United States Securities and Exchange Commission applicable to money market mutual funds; and assesses no fees to 12-b1 or any successor fee per SEC; and
- viii. **Repurchase ~~20-403~~ of Agreements:** Contracts that involve present purchase and resale at a specified time in the future of specific securities at specified prices at a price differential representing the interest income to be earned by the investor. The contract shall be fully secured by obligations of the United States or the securities of its agencies, instrumentalities or United States government sponsored enterprises having a market value of at least one hundred two percent of the contract. The collateral required for investment in the contracts provided for in this subsection shall be shown on the books of the financial institution as being the property of the investor and the designation shall be contemporaneous with the investment; and
- ix. **State LGIP:** The State of New Mexico Treasurer's investment pool was created under § 6.10.10.1, NMSA 1978. The Local Government Investment Pool provides for the pooled investments of New Mexico governmental bodies that is professionally managed to the State Treasurer's office. The LGIP must maintain a minimum rating of "AA" by a nationally recognized statistical rating organization; and
- x. **Certificate of Deposit:** Term Deposits issued as certificates of any bank or savings and loan association designated as a depository of public money shall deliver securities of the kind specified in Section 6-10-16 NMSA 1978 to a custodial bank described in Section 6-10-21 NMSA 1978 and shall deliver a joint safekeeping receipt issued by the custodial bank. The securities delivered shall have an aggregate value equal to one times (100% collateral) the amount of the funds received; and
- xi. **Bank Deposits:** Deposits may be made in noninterest-bearing checking accounts or in interest bearing accounts in one or more banks or savings and loan associations designated as checking depositories. In addition, deposits of funds may be in noninterest-bearing accounts in one or more credit unions designated as checking depositories located within the geographical boundaries of the governmental unit to the extent the deposits are insured by an agency of the United States. To be pledged in the name of Los Alamos County ~~Code~~, collateralization of all deposits must be at all times 100% collateralized in the amount of funds held.

V.XI. INVESTMENT PARAMETERS

1. Diversification. ~~The investments~~ It is the policy of the County to diversify its investment portfolios to the extent reasonably practical. Assets shall be diversified by:

- ~~a. limiting investments to avoid overconcentration in securities from to reduce the risk of loss resulting from an over-concentration of assets in a specific maturity, a specific issuer or business sector (excluding U.S. Treasury a specific class of securities);~~
- ~~b. limiting investment in securities that have higher credit risks;~~
- ~~c. investing in securities with varying Portfolio maturities, and~~
- ~~d. continuously investing a portion of the portfolio in readily available funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.~~

~~e. To maintain adequate diversification, the investment portfolio shall not have more than 20% of the portfolio invested in securities of a single issuer with may be laddered to avoid undue concentration of assets in a specific maturity sector and to reflect cash flow requirements. The County may choose any variation of the following exceptions:~~

- ~~i. U.S. Government Obligations, deposits with the New Mexico State Treasurer's Local Government Investment Pool, and investments with the New Mexico State Investment Council's Long-term Investment Funds;~~ is limited to
 - ~~ii. Repurchase agreement associated with required debt service reserves that are collateralized in accordance with code section 20-406; and~~
- ~~iii. a. Deposits in a local qualified financial institution that are 100% collateralized in accordance with Section 20-403 of the County Code. This exception recognizes the impact of the county's investment program on the local economy of the amount of its investment.~~

2. Total Portfolio Diversification Constraints:

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's or Equivalent NRSRO	Years to Maturity
US Treasury Obligations	100%	N/A	N/A	10 Years
US Agency Obligations	100%	35%	N/A	10 Years
Municipal Bonds	25%	5%	AA- / Aa3	10 Years
Federally Insured Products	25%	10%	FDIC Insured	N/A
SIC Managed Funds	50%*	N/A	N/A	N/A
Commercial Paper	20%	5%	A1 / P1	180 Days
Money Market Funds	20%	N/A	AAAm	N/A
Repurchase Agreements	10%	5%	N/A	3 Years
State LGIP	100%	N/A	AA / Aa2	N/A

b. Maximum Maturities. To the extent possible, the ~~investment officer~~ **Investment Officer** shall attempt to match the investment maturities with the anticipated cash flow requirements of the County. Unless designated as long-term funds or matched to a specific cash flow, the County will not invest its pooled investment funds directly in securities maturing more than ~~five (5)~~ **ten (10)** years from the date of purchase, other than the portion of the pooled funds determined to be long-term in nature.

3. Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 10 years	100%
Maturity Constraints Excluding SIC Funds	Maximum of Total Portfolio in Years
Weighted Average Maturity	3.0 Years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

c. Long-term Investments. The County has institutional balances that are inherently or explicitly long-term in nature, including balances in the general county pooled investments (~~(~~*no more than ~~50~~20% of the ~~total~~SIC investments in General Funds), the capital projects permanent fund, the cemetery fund, and the utility decommissioning account. These funds, reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the County Council.

Investments in the New Mexico State Investment Council’s long-term investment funds shall be made in accordance with ~~the following established strategic~~ asset allocation guidelines: It is recognized that economic and market conditions will cause the asset allocations to fluctuate within the target ranges.

<u>Principal Invested</u>	<u>Target Weight</u>	<u>Target Range of</u>
Fixed Income (Bonds)	30%	15-45%
Core Bond Fund	20%	10-35 45%
High Yield Bond Fund	10%	0-20 %
Domestic Equity	55%	35-75%
Large Cap. Active and Index Funds	40%	20 10-60%
Mid/Small Cap. Active Fund	15%	5-30%
International Equity	15%	5-25%
Non-U.S. Active Fund	12%	5-20%
Emerging Markets Fund	3%	0-10%

~~It is recognized that economic and market conditions will cause the asset allocations to fluctuate within the target ranges.~~

4.

d. Collateralization. New Mexico state law ~~require~~requires that all certificates of deposit, money market, checking accounts, and any other investments not backed by the full faith and credit of the United States Government, other than investments in the New Mexico State Investment

Council long-term investment funds, ~~must be secured by pledged collateral of at least collateralized at 50 percent of the current market value. The County requires that, at all times, pledged collateral be equal to, or greater than, 100 percent of the current market value of the County's applicable investments.~~ This collateral ~~will~~shall be pledged in the name of the County and held by a third party institution, Federal Reserve Bank, or by a trust institution within the same bank as approved by the ~~investment officer.~~Investment Officer. The institution ~~will~~shall issue safekeeping receipts to the County for securities held by a third party. ~~The County will require that at all times, pledged collateral will be equal to, or greater than, 50 percent of the current market value of the County's applicable investments.~~

XII. GUIDELINE MEASUREMENTS

a. Compliance.

- ii. If the investment portfolio falls outside of compliance with this deposit and investment policy or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- iii. All action and violations of this deposit and investment policy (transactions, actions to bring the portfolio back into compliance, and reasoning for actions taken to bring the portfolio back into compliance) shall be documented and reported to the County Manager in a timely manner.
- iv. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

b. Performance Standards. The investment portfolio shall be managed in accordance with the parameters specified within this policy.

- i. The County yields will be compared to the LGIP rates.
- ii. The investment portfolio shall be invested into a predetermined structure that shall be measured against a selected benchmark portfolio. The structure shall be based upon a chosen minimum and maximum effective duration and shall have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or overperform in certain periods. The portfolio shall be positioned to first protect principal and then achieve market rates of return. The benchmark used shall be a 0-3 year or 0-5 year standard market index and comparisons shall be calculated monthly and reported quarterly.
- iii. When comparing the performance of the County's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
- iv. The mark to market pricing will be calculated monthly and be provided in a monthly report.

c. Monitoring and Portfolio Adjustment. This policy sets forth concentration constraints and minimum credit ratings for each type of security. These limits apply to the initial purchase of a security and do not

automatically trigger the sale of a security as the portfolio value fluctuates or in the event of credit rating downgrade. As a general practice, securities will be purchased with the intent to hold to maturity. However, it is acceptable for securities to be sold under the following circumstances:

i. A security with declining credit may be sold early to minimize loss of principal;

~~5. Local Preference for Investing. The investment officer will, whenever possible, try to invest funds which benefit the local economy on a competitive bid basis. The County code allows preference be given to local qualified financial institutions whenever competing bids from out of town qualified financial institutions do not exceed the highest bid from the local financial institutions.~~

ii. The portfolio duration or maturity buckets should be adjusted to better reflect the structure of the underlying benchmark portfolio;

iii. A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions;

iv. A sale of a security to provide for unforeseen liquidity needs.

VI.XIII. REPORTING

~~a. 1. Methods. The investment officer~~Investment Officer shall prepare an investment report at least ~~quarterly~~annually, including a management summary ~~that provides an analysis of the status of the current investment portfolio and transactions made over the reporting period. This. The~~ management summary ~~will~~shall be prepared in a manner ~~which will~~to allow the County to ascertain whether investment activities during the reporting period have conformed to the deposit and investment policy. The report ~~should~~shall be provided to the County ~~Administrator~~Manager and the County Council. The report ~~will~~shall include the following:

~~a.i.~~ i. Listing of individual securities held at the end of the reporting period ~~, and~~

~~b.i.~~ ii. Changes from the previous report ~~, and~~

~~e.iii.~~ iii. Schedule of collateral ~~, and~~

~~d.iv.~~ iv. The cost and market value of individual securities ~~, and~~

~~e.v.~~ v. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks ~~, and~~

~~f.vi.~~ vi. Listing of investment by maturity date ~~, and~~

~~g.vii.~~ vii. Percentage of the total portfolio of which each type of investment represents.

~~2.~~

XIV. BUSINESS CONTINUITY

The Investment Officer shall implement procedures that maintain continuity of operations related to the investment program while also maintaining proper internal controls. Some examples include:

- Utilize Advisor to access investment data and monitor trades with brokers even when working remotely.
- Centralized investment software that allows personnel to access data for conducting daily funding and accounting of investment settlements.
- Report of daily transactions to and from safekeeping.
- Recording of deposits and withdrawals to and from LGIP.
- Journal entries of net investments and cash activity related to investments.
- Maintenance of written procedures and documentation that provide guidance and instruction in the absence of Investment Officer.

~~**Performance Standards**—The investment portfolio will be managed in accordance with the parameters specified within this policy. A set of appropriate benchmarks shall be selected to use in evaluating portfolio performance on a regular basis.~~

VII.XV. POLICY CONSIDERATIONS ADOPTION

~~1. **Exemption.** Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.~~

2. **Amendments.**—This policy shall be reviewed by the ~~investment officer on an annual basis~~Investment Officer every two years and be revised to reflect changes in policy required by a changing investment market, changes required by federal, state or local laws, or changes to ~~administrative~~County policy. Any changes must be approved by the County Council.

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INCORPORATED COUNTY OF LOS ALAMOS
DEPOSIT AND INVESTMENT POLICY
2024 Draft

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I. INTRODUCTION

The Incorporated County of Los Alamos (County) is governed by a Charter, and a Municipal Code of Ordinances, and applicable state and federal laws. The County exercises powers of a county and a municipal corporation under the constitution and laws of the State of New Mexico. Section 103 of the County Charter provides for maximum self-government and home-rule powers as provided in Article X, Section 6, of the Constitution of the State of New Mexico and in the Municipal Charter Act.

II. POLICY STATEMENT

The County has unrestricted general funds, debt service funds, capital project funds and permanent funds. It is imperative that the County forecast cash flow needs to ensure that liabilities can be paid in a timely manner. Managing deposits and investments requires the County to protect these financial assets from material loss by minimizing market risk, interest rate fluctuations, credit risk and liquidity. Once sufficient liquidity is ensured and risk is minimized, the County focuses on maximizing total return on invested assets.

III. GOVERNING AUTHORITY

The deposit and investment of County funds is addressed in the Municipal Code Chapter 20, Article IV – “Deposit and Investment of County Funds”. The Investment Officer is defined under Section 20-402 as the Chief Financial Officer or designee.

The County’s deposits and investments shall be operated in conformance with County Code, New Mexico State law, and applicable Federal law; specifically, this deposit and investment policy is written in conformance with §6-10-10, NMSA 1978. All funds within the scope of this policy are subject to all applicable laws. Any amendments to state law shall be incorporated into this policy as appropriate for the County Investment program.

IV. SCOPE

This policy applies to the deposits and investments of the County.

General Funds: Most cash belonging to all funds (excluding certain segregated and restricted cash and investment balances) is pooled into one common account to optimize investment opportunities. Each fund whose monies are deposited in the pooled cash account has equity therein. Interest earned on the investment of these monies is allocated to substantially all of the County’s funds based upon relative equity at year-end. Funds that are solely funded by transfers from the general fund and certain grant funds may not receive interest income. Significant negative balances incurred in pooled cash at year-end are treated as interfund receivables of the General Fund and interfund payables of the deficit fund, except where the deficit fund has liquid investments to offset the deficit in pooled cash. In such cases, the investments are shown net of the pooled cash deficit.

Capital Projects Permanent Funds: The Capital Projects Permanent Fund accounts for amounts set aside by the County Council and the County Charter for capital projects. These amounts are designated for long-term investing. The real value of the fund principal is required by County Charter to be maintained at an annual level that keeps pace with the implicit price deflator for the gross domestic product (GDP). The permanent fund has a portion of fund balance Restricted for Income Stabilization in accordance with County Code Sec. 20-361. This arrangement establishes a cushion in the fund, to allow market fluctuations affect the stabilization balance without impacting the real value of principal.

Cemetery Funds: The Cemetery Fund is a permanent fund set aside for the perpetual care of the Guaje Pines Cemetery. Sixty percent of all funds received from the sale of cemetery spaces is maintained in the perpetual fund and is designated for long-term investing.

Utility Funds: Utility funds shall be invested according to this deposit and investment policy.

Unexpended Bond Proceeds: Federal income laws generally restrict the ability to earn arbitrage in connection with tax-exempt bonds. Every attempt shall be made to eliminate or minimize negative arbitrage.

V. GENERAL OBJECTIVES

All funds shall be invested in a manner that is in conformance with applicable federal, state and other legal requirements. In addition, the objectives of the investment activities, in order of priority, will be Safety, Liquidity, and Return. Details on these objectives are as follows:

- a. **Safety:** Safety of principal is the foremost objective of the investments. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall investment portfolio. The objective shall be to minimize credit risk and interest rate risk.
 - i. **Credit Risk.** The County shall minimize credit risk and the risk of loss due to the failure of the security issuer or backer, by:
 - Limiting investments to securities as authorized in Section X. "Authorized Investments" of this policy ;
 - Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the County does business; and
 - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
 - ii. **Interest Rate Risk.** The County shall minimize the risk of the decline of market value of securities due to changes in the general level of interest rates, by:
 - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations while also satisfying requirements for cash reserves, thereby avoiding the need to sell securities on the open market prior to maturity.
- b. **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all cash flow requirements that may be reasonably anticipated. This is accomplished by structuring the investment portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the investment portfolio of operating investments should consist largely of securities with active secondary or resale markets (dynamic liquidity).
- c. **Return on Investment:** Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Within the constraints of prudent safety and liquidity parameters listed above, the investment portfolio shall be designed with the objective of attaining a market rate of return. Total returns shall be maximized within these constraints.

VI. IDENTIFICATION OF STRATEGY

Liquidity Funds: Investments that are needed for ongoing disbursements for the operations and project funds of the County.

Investment Funds: Intermediate to Short Duration Portfolio of allowable investments that is funded by excess liquidity balances of the County.

Permanent Funds: Longer-term Portfolio that is invested to achieve optimal investment returns over longer term investment horizons.

VII. STANDARDS OF CARE

- a. **Delegation of Authority:** The ultimate responsibility and authority for the investment of County funds resides with the governing body – the Los Alamos County Council. The County hereby designates the Chief Financial Officer, as the Investment Officer, to manage the investment program and ensure compliance with this deposit and investment policy, designate eligible investment institutions, review periodic investment reports and monitor investment transactions.

The Investment Officer may designate personnel under the Investment Officer supervision to administer the policy, place investments, maintain accounting records, and prepare investment reports. The Investment Officer shall review this deposit and investment policy every two years. Any revisions to the policy shall be presented to County Council for approval.

- b. **Prudence:** The prudence which is to be used by the Investment Officer investing and depositing County funds shall be in accordance with the provisions of § 6-8-10, NMSA 1978 which states, "Investments shall be made with judgement and care; under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived." As part of the Prudent Person Rule, the Investment Officer shall also be subject to the provisions of § 45-7-601 through § 45-7-612, NMSA 1978 (the "Uniform Prudent Investor Act").
- c. **Ethics:** The Investment Officer and any and all investment officials shall refrain from personal business activity that could conflict with the proper execution of the County's deposit and investment policy or which could affect or impair their ability to make impartial decisions on behalf of the County.

VIII. AUTHORIZED FINANCIAL DEALERS, ADVISORS AND INSTITUTIONS

The Finance Division of the Administrative Services Department will maintain a list of financial institutions and a list of security broker/dealers that are approved for investment purposes in accordance with the criteria noted below. Additions or deletions to/from the list will be made at the County's discretion. The Finance Division shall maintain proof of all the necessary credentials and licenses held by employees of the broker/dealers who will have contact with the County, including but not limited to the Financial Industry Regulatory Authority (FINRA), Securities and Exchange Commission (SEC), etc. If an Investment Advisor is contracted to manage the broker/dealer transaction then section b. will apply.

- a. **Broker/Dealers:** The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this policy. The following minimum criteria must be met prior to authorizing investment transactions.
 - i. Proof of Financial Industry Regulatory Authority (FINRA) certification, and
 - ii. Proof of New Mexico state registration, and
 - iii. Minimum of five (5) years of current and continuous employment history involving fixed income securities, and
 - iv. Certification of having read and understood and agreeing to comply with the County's deposit and investment policy.

The Investment Officer may impose more stringent criteria.

If an investment advisor firm is retained by the County to execute transactions on behalf of the County, the investment advisor may be granted the authority to execute investment trades and transactions from their approved list of authorized broker/dealers and financial institutions as long as they use due diligence similar to that of the County. The investment advisor shall provide its authorized broker/dealers and financial institutions list to the County annually.

- b. Investment Advisors:** Investment advisors may be utilized to manage County funds and must meet the following broker/dealer criteria:
- i. The firm must be registered with the Securities and Exchange Commission (SEC) or be licensed by the state of New Mexico, and
 - ii. All investment advisor firm representatives conducting investment advice/transactions on behalf of the County must be registered representatives with FINRA, and
 - iii. All investment advisor firm representatives conducting investment advice/transactions on behalf of the County must be licensed by the state of New Mexico, and
 - iv. The investment advisor shall comply with the County's deposit and investment policy, and such obligation shall be included in the County's contract with the investment advisor, and
 - v. The investment advisor must notify the County immediately if any of the following issues arise while providing services under a County contract:
 - Pending investigations by securities regulators,
 - Significant changes in net capital,
 - Pending customer arbitration cases,
 - Regulatory enforcement actions, or
 - Any other issues which come to the attention of the investment advisor that may negatively affect the contractual relationship of the investment advisor or with the County
- c. Financial Institutions:** In selecting financial institutions for the deposit of County money or collateral, the Investment Officer will consider, among other things, the creditworthiness of the institutions. The Investment Officer will monitor the financial institutions' credit characteristics and financial history throughout the period in which County funds or collateral are deposited and will report the results of such monitoring to the County Manager, as appropriate. Each depository will be required at all times to collateralize County deposits and investments in compliance with this Policy.
- d. Competitive Transactions:** The County shall transact all securities purchases and sales on a competitive pricing basis, based on the following criteria:
- i. At least three pricing sources will be documented on each transaction.
 - ii. If only one dealer owns the security, comparable securities may be used to document the pricing.
 - iii. Electronic trading is the preferred option for the purchase or sale of a security.
 - iv. The County's investment advisor under contract that is providing investment management services shall maintain documentation of competitive pricing execution on each transaction. The investment advisor shall retain documentation and provide to County upon request.
 - v. A Local Financial Institution may be considered in the event the competitive bids warrant similar yields to market.

IX. SAFEKEEPING, CUSTODY AND CONTROLS

- a. **Safekeeping of Securities:** All investment securities other than local financial institution Certificates of Deposit purchased by the County shall be held in third-party safekeeping by an institution acceptable to the County. All securities shall be kept and recorded based on the terms of the custodial contract.

All trades of marketable securities shall be executed on a delivery vs payment (DVP) basis or contracted settlement per custodian agreement to ensure that securities are deposited in the County's safekeeping institution prior to the release of funds. The County shall have online access through the safekeeping bank for verification of the account holdings and transactions.

- b. **Internal Controls:** The Investment Officer is responsible for documenting and maintaining a system of internal controls designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal controls and compliance thereof shall be reviewed by independent auditors on an annual basis. The Investment Officer shall review the systems of controls periodically to ensure such controls are effective and that the County is complying with such controls.

The internal controls shall address the following points:

- i. Compliance with this deposit and investment policy constraints and requirements, and
 - ii. Clear delegation of authority, and
 - iii. Segregation of duties and separation of responsibilities for trade execution, accounting and recordkeeping, and
 - iv. Custodial safekeeping, and
 - v. Timely reconciliation of custodial reports, and
 - vi. Appropriate security for online transactions and access to bank accounts and bank data, and
 - vii. Review, maintenance and monitoring of security procedures both manual and automated, and
 - viii. Dual controls over entry and authorizations of wire and automated clearing house (ACH) transfers, and
 - ix. Written confirmation of transactions for investments and wire transfers.
- c. **Accounting Method:** The County shall comply with all required legal provisions and applicable Generally Accepted Accounting Principles (GAAP). The GAAP are those contained in the pronouncements of authoritative bodies including but not limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).
- d. **Pooling of Funds:** Except for cash in certain restricted and special funds, the County may consolidate balances from all funds to maximize investment earnings. Investment income shall be allocated to the various funds based on their respective cash equity and in accordance with GAAP.
- e. **Authorized Signatures:** The Finance Division shall maintain a list of all authorized signatories for all authorized County bank and investment accounts. The County Council shall approve this list at least annually or whenever a signature is added or deleted from the master list, whichever is sooner.

X. AUTHORIZED INVESTMENTS

The County's authorized asset classes and investment types are prescribed under Chapter 6, Article 10 of the New Mexico Statutes Annotated, NMSA 1978, Sections 6-10-10, 6-10-10-1, 6-10-16 and 6-10-36. All deposits and investments set forth in paragraphs a(i. – xiii.) below must have readily ascertainable market value and be easily marketable.

- a. **Allowable investments** are as follows:
- i. **US Treasury Obligations:** Securities that are issued and backed by the full faith and credit of the United States government; and
 - ii. **US Agency Obligations:** issued by its agencies or instrumentalities, including securities issued by federal home loan banks, the federal home loan mortgage corporation, the federal national mortgage association, the federal farm credit banks funding corporation, the federal agricultural mortgage corporation or the government national mortgage association and that have a maturity date that does not exceed ten years from the date of purchase; and
 - iii. **Municipal Bonds:** Bonds or negotiable securities of the state of New Mexico, or a county, municipality or school district that has a taxable valuation of real property for the last preceding year of at least one million dollars (\$1,000,000) and that has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding and that have a maturity date that does not exceed ten years from the date of purchase; and
 - iv. **Federally Insured Obligations:** Federally insured obligations, including brokered certificates of deposit, certificate of deposit account registry service issues, and federally insured cash accounts; and
 - v. **State Investment Council Managed Funds:** Shares of pooled investment funds managed by the state Investment Officer, as provided in Subsection I of Section 6-8-7 NMSA 1978; provided that the County Council may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments; and
 - vi. **Commercial Paper:** Commercial paper rated "A1" or "P1", also known as "prime" quality, by a nationally recognized statistical rating organization, issued by corporations organized and operating within the United States and having a maturity at purchase of no longer than one hundred eighty days; and
 - vii. **Money Market Funds:** Shares of an open-ended diversified investment company that: (a) is registered with the United States Securities and Exchange Commission; (b) complies with the diversification, quality and maturity requirements of Rule 2a-7, or any successor rule, of the United States Securities and Exchange Commission applicable to money market mutual funds; and assesses no fees to 12-b1 or any successor fee per SEC; and
 - viii. **Repurchase Agreements:** Contracts that involve present purchase and resale at a specified time in the future of specific securities at specified prices at a price differential representing the interest income to be earned by the investor. The contract shall be fully secured by obligations of the United States or the securities of its agencies, instrumentalities or United States government sponsored enterprises having a market value of at least one hundred two percent of the contract. The collateral required for investment in the contracts provided for in this subsection shall be shown on the books of the financial institution as being the property of the investor and the designation shall be contemporaneous with the investment; and
 - ix. **State LGIP:** The State of New Mexico Treasurer's investment pool was created under § 6.10.10.1, NMSA 1978. The Local Government Investment Pool provides for the pooled investments of New Mexico governmental bodies that is professionally managed to the State Treasurer's office. The LGIP must maintain a minimum rating of "AA" by a nationally recognized statistical rating organization; and

- x. **Certificate of Deposit:** Term Deposits issued as certificates of any bank or savings and loan association designated as a depository of public money shall deliver securities of the kind specified in Section 6-10-16 NMSA 1978 to a custodial bank described in Section 6-10-21 NMSA 1978 and shall deliver a joint safekeeping receipt issued by the custodial bank. The securities delivered shall have an aggregate value equal to one times (100% collateral) the amount of the funds received; and
- xi. **Bank Deposits:** Deposits may be made in noninterest-bearing checking accounts or in interest bearing accounts in one or more banks or savings and loan associations designated as checking depositories. In addition, deposits of funds may be in noninterest-bearing accounts in one or more credit unions designated as checking depositories located within the geographical boundaries of the governmental unit to the extent the deposits are insured by an agency of the United States. To be pledged in the name of Los Alamos County, collateralization of all deposits must be at all times 100% collateralized in the amount of funds held.

XI. INVESTMENT PARAMETERS

- a. **Diversification.** It is the policy of the County to diversify its investment portfolios to the extent reasonably practical. Assets shall be diversified to reduce the risk of loss resulting from an over-concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Portfolio maturities may be laddered to avoid undue concentration of assets in a specific maturity sector and to reflect cash flow requirements. The County may choose any variation of the following, and is limited to 100% of the amount of its investment.

Total Portfolio Diversification Constraints:

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's or Equivalent NRSRO	Years to Maturity
US Treasury Obligations	100%	N/A	N/A	10 Years
US Agency Obligations	100%	35%	N/A	10 Years
Municipal Bonds	25%	5%	AA- / Aa3	10 Years
Federally Insured Products	25%	10%	FDIC Insured	N/A
SIC Managed Funds	50%*	N/A	N/A	N/A
Commercial Paper	20%	5%	A1 / P1	180 Days
Money Market Funds	20%	N/A	AAAm	N/A
Repurchase Agreements	10%	5%	N/A	3 Years
State LGIP	100%	N/A	AA / Aa2	N/A
Certificates of Deposit	20%	5%	LAC Required collateral	5 Years
Bank Deposits - Collateralized	100%	N/A	LAC Required collateral	N/A

- b. **Maximum Maturities.** To the extent possible, the Investment Officer shall attempt to match the investment maturities with the anticipated cash flow requirements of the County. Unless designated as long-term funds or matched to a specific cash flow, the County will not invest its pooled

investment funds directly in securities maturing more than ten (10) years from the date of purchase, other than the portion of the pooled funds determined to be long-term in nature.

Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 10 years	100%
Maturity Constraints Excluding SIC Funds	Maximum of Total Portfolio in Years
Weighted Average Maturity	3.0 Years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

- c. Long-term Investments.** The County has institutional balances that are inherently or explicitly long-term in nature, including balances in the general county pooled investments (*no more than 20% of the SIC investments in General Funds), the capital projects permanent fund, the cemetery fund, and the utility decommissioning account. These funds, reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the County Council.

Investments in the New Mexico State Investment Council’s long-term investment funds shall be made in accordance with established strategic asset allocation guidelines. It is recognized that economic and market conditions will cause the asset allocations to fluctuate within the target ranges.

	<u>Target Range of Principal invested</u>
Fixed Income (Bonds)	15-45%
Core Bond Fund	10-45%
High Yield Bond Fund	0-20%
Domestic Equity	35-75%
Large Cap. Active and Index Funds	10-60%
Mid/Small Cap. Active Fund	5-30%
International Equity	5-25%
Non-U.S. Active Fund	5-20%
Emerging Markets Fund	0-10%

- d. Collateralization.** New Mexico state law requires that all certificates of deposit, money market, checking accounts, and any other investments not backed by the full faith and credit of the United States Government, other than investments in the New Mexico State Investment Council long-term investment funds, must be collateralized at 50 percent of the current market value. The County requires that, at all times, pledged collateral be equal to, or greater than, 100 percent of the current market value of the County's applicable investments. This collateral shall be pledged in the name of the County and held by a third party institution, Federal Reserve Bank, or by a trust

institution within the same bank as approved by the Investment Officer. The institution shall issue safekeeping receipts to the County for securities held by a third party.

XII. GUIDELINE MEASUREMENTS

a. Compliance.

- ii. If the investment portfolio falls outside of compliance with this deposit and investment policy or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- iii. All action and violations of this deposit and investment policy (transactions, actions to bring the portfolio back into compliance, and reasoning for actions taken to bring the portfolio back into compliance) shall be documented and reported to the County Manager in a timely manner.
- iv. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

b. Performance Standards. The investment portfolio shall be managed in accordance with the parameters specified within this policy.

- i. The County yields will be compared to the LGIP rates.
- ii. The investment portfolio shall be invested into a predetermined structure that shall be measured against a selected benchmark portfolio. The structure shall be based upon a chosen minimum and maximum effective duration and shall have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or overperform in certain periods. The portfolio shall be positioned to first protect principal and then achieve market rates of return. The benchmark used shall be a 0-3 year or 0-5 year standard market index and comparisons shall be calculated monthly and reported quarterly.
- iii. When comparing the performance of the County's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
- iv. The mark to market pricing will be calculated monthly and be provided in a monthly report.

c. Monitoring and Portfolio Adjustment. This policy sets forth concentration constraints and minimum credit ratings for each type of security. These limits apply to the initial purchase of a security and do not automatically trigger the sale of a security as the portfolio value fluctuates or in the event of credit rating downgrade. As a general practice, securities will be purchased with the intent to hold to maturity. However, it is acceptable for securities to be sold under the following circumstances:

- i. A security with declining credit may be sold early to minimize loss of principal;
- ii. The portfolio duration or maturity buckets should be adjusted to better reflect the structure of the underlying benchmark portfolio;

- iii. A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions;
- iv. A sale of a security to provide for unforeseen liquidity needs.

XIII. REPORTING

a. Methods. The Investment Officer shall prepare an investment report at least annually, including a management summary. The management summary shall be prepared in a manner to allow the County to ascertain whether investment activities during the reporting period have conformed to the deposit and investment policy. The report shall be provided to the County Manager and the County Council. The report shall include the following:

- i. Listing of individual securities held at the end of the reporting period, and
- ii. Changes from the previous report, and
- iii. Schedule of collateral, and
- iv. The cost and market value of individual securities, and
- v. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks, and
- vi. Listing of investment by maturity date, and
- vii. Percentage of the total portfolio of which each type of investment represents.

XIV. BUSINESS CONTINUITY

The Investment Officer shall implement procedures that maintain continuity of operations related to the investment program while also maintaining proper internal controls. Some examples include:

- Utilize Advisor to access investment data and monitor trades with brokers even when working remotely.
- Centralized investment software that allows personnel to access data for conducting daily funding and accounting of investment settlements.
- Report of daily transactions to and from safekeeping.
- Recording of deposits and withdrawals to and from LGIP.
- Journal entries of net investments and cash activity related to investments.
- Maintenance of written procedures and documentation that provide guidance and instruction in the absence of Investment Officer.

XV. POLICY ADOPTION

This policy shall be reviewed by the Investment Officer every two years and be revised to reflect changes in policy required by a changing investment market, changes required by federal, state or local laws, or changes to County policy. Any changes must be approved by the County Council.

first adopted by the Council, December 20, 1993
updated by Council action, July 10, 1995
updated by Council action, October 3, 2000
updated by Council action, May 24, 2005
Updated by Council action on May 28, 2024.



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: 1)
Index (Council Goals): Quality Governance - Communication and Engagement
Presenters: Theresa Cull, County Council Vice Chair and Randall Ryti, Councilor
Legislative File: 18808-24

Title

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

Recommended Action

I nominate David North, Josip Loncaric, Jennifer Hollingsworth, Chris Rose, Will Fox, and Joshua Muck 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 one nominee, and the nominee with the highest total of four or more votes will be appointed to fill the term for Position UT2 beginning July 1, 2024 and ending June 30, 2029.

Body

The purpose of this item is to fill one vacancy on the Board of Public Utilities (BPU). This vacancy represents the term currently held by Stephen J. Tobin, Position UT2, which will end on June 30, 2024. He is completing the fifth year of his full term and has been a dedicated member, Chair, and Vice Chair of the BPU. (Please refer to Attachments A-C.)

This five-member board serves staggered five-year terms beginning July 1st and ending June 30th. Party affiliations are noted as [D] Democrat, [R] Republican, [I] Independent, [G] Green, [L] Libertarian, [DTS] Declined to State, and [N] Not Registered to Vote. The BPU appointment process is outlined in Attachment A and all member and applicant party affiliations have been verified with the Clerk's Office (Attachment D). Nominees may have any party affiliation and appointing any of the nominees will not violate the County Charter restriction concerning political party majorities on Boards and Commissions. (*NOTE: Municipal Code, Chapter 8, Article I, Footnote 2 states "County Code ch. 8, Boards and Commissions does not apply to the board of public utilities. See County Charter, art. V, utilities and County Code ch. 40, utilities, art. II, §§ 40-41-40-47."*)

The following six applicants were interviewed and are presented to Council for consideration (Attachments E - K):

DATE	TIME	NAME
Mon., 5/13/24	2:30 pm	David North
Tue., 5/14/24	1:00 pm	Josip Loncaric
Tue., 5/14/24	5:00 pm	Jennifer Hollingsworth
Thu., 5/16/24	10:00 am	Chris Rose
Thu., 5/16/24	3:00 pm	Will Fox
Thu., 5/16/24	4:00 pm	Joshua Muck

The following committee members interviewed the applicants as indicated on Attachment L.

Theresa Cull, Council Vice Chair & BPU Liaison

Randall Ryti, Councilor

Robert Gibson, BPU Chair

John Craig, Deputy County Manager

Philo Shelton, Utilities Manager (Ex Officio)

After careful consideration, the interview committee recommends Council carefully review the applications and video interviews for both Jennifer Hollingsworth and Will Fox before making a selection to fill the single Position UT2 on the Board of Public Utilities, effective July 1, 2024 and ending June 30, 2029. (Attachment L)

Attachments

A - Appointment Process for BPU

B - BPU Vacancy Brochure

C - BPU Member Roster

D - BPU Member & Applicant Party Affiliation

E - David North - Application

F - Josip Loncaric - Application

G - Jennifer Hollingsworth - Application

H - Chris Rose - Application

I - Will Fox - Application

J - Joshua Muck - Application

K - BPU Interview Questions

L - Interview Committee Recommendation Form

Attachment D

Process for Selection of Board of Public Utilities Member

When there is a vacancy on the Board of Public Utilities (BPU), the County Council will solicit letters of interest and applications from the public. The solicitation will include, but not be limited to the following information: eligibility requirements, the powers and duties of the BPU, and estimated time commitments, including dates/times of BPU meetings. Once applications are received, the applicants should be provided with additional information, including, but not limited to, copies of the Department of Public Utilities (DPU) annual report, the Los Alamos County Charter, and Chapter 40 –Utilities of the Los Alamos County Code of Ordinances.

When the recruiting process is complete, the County Council will appoint a working group to interview the applicants and provide a written recommendation to the Council. Members of the interview working group will consist of the Council liaison to the BPU, a Councilor appointed by the Council Chair, the BPU Chair or designee, and the County Manager or designee. The DPU Manager may also participate as a non-voting member. The working group will develop interview questions that demonstrate the applicants' skills, knowledge, and interest in the position.

A report that includes a link to recorded interviews and the working group recommendation will be provided to the County Council. The County Council will review and consider the working group's report and recommendation at a Council meeting and will request public comment before taking a roll call vote. Appointment to the BPU requires a minimum of four (4) votes in favor of an applicant. If no applicant receives four (4) votes after the first roll call vote, the applicant with the fewest votes will be eliminated and the Council will take additional roll call votes until a final selection is made.

APPLICATIONS

COMPLETE THE ONLINE APPLICATION AT

ladpu.com/BPUApplication

All applications for Los Alamos County Boards & Commissions must be submitted online.

Paper copies are not available.

HOW DO I GET MORE INFORMATION?

If you have any questions regarding the vacancy, Please contact:

Robert Gibson, BPU Chair
505.662.3159, robert.gibson@lacnm.us

Philo Shelton, Utilities Manager
505.662.8148, philo.shelton@lacnm.us

Kathy Casados, Executive Assistant
505.662.8136, kathy.casados@lacnm.us

BPU WEBSITE
ladpu.com/BPU

DPU WEBSITE
ladpu.com/DPU

BOARDS, COMMISSIONS & COMMITTEES
ladpu.com/boardsandcommissions

WATCH PAST BPU MEETING VIDEOS
ladpu.com/BPUMeetings

In the Search field drop-down, select "Board of Public Utilities"

Attachment B

APPLICATION PROCESS

There is currently one vacancy for a five-year term beginning July 1, 2024 and ending June 30, 2029.

Applicants will be contacted to interview with a Council appointed working group comprised of the Council Liaison to the BPU, a Councilor appointed by the Council Chair, the BPU Chair, and the County Manager.

The Utilities Manager will also participate as a non-voting member of the working group.

TIMELINE

These dates may be subject to change:

- **March 21** - Application window opens.
- **May 2** - All applications due by 11:59 p.m. (no exceptions).
- **May 6** - DPU begins contacting all applicants to schedule interviews.
- **May 13-17** - Council Working Group will interview all applicants. *(Please note that all interviews will be recorded via Zoom and may be reviewed by any and all County Councilors.)*
- **May 28** - County Council will select and appoint an applicant.
- **June 5 & 26** - The selected applicant is encouraged to attend these BPU meetings as a citizen.
- **July 1** - New BPU member term begins.
- **July 17** - First BPU Regular Session of FY2025.



REPRESENT YOUR COMMUNITY

BE PART OF SOMETHING THAT MATTERS TO EVERYONE!



APPLY

FOR THE
LOS ALAMOS COUNTY
BOARD OF
PUBLIC UTILITIES

ACCEPTING APPLICATIONS NOW!

DEADLINE TO APPLY
Thurs. May 2, 2024 at 11:59 pm

LOS ALAMOS
Department of Public Utilities

Electric, Gas, Water, and Wastewater Services

What is the BPU?

The Board of Public Utilities (BPU) is the governing body of the Department of Public Utilities (DPU). Under the jurisdiction and control of the BPU, the DPU provides the county with electric, water, gas and wastewater services.

The BPU consists of five County Council-appointed voting members, the Utilities Manager and the County Manager.

Through policy direction, the BPU guides the DPU senior management team to create a “high-performing community-centric utility contributing to its future with innovative and diversified utility solutions.”

Members of the BPU work together with the DPU to serve and represent the interests of the whole community, regardless of a member’s own personal preferences and beliefs.

Who can apply?

To be eligible for appointment, an applicant must

- be 18 years or older;
- be a resident of the county for a minimum of one year prior to the date of appointment;
- be registered to vote in the county;
- not hold any public office or be an employee of the County government;
- not conduct any business with the DPU except as a consumer.

An LAC board cannot have a super majority of any one party. The current makeup of the BPU allows for applicants to be registered under any party affiliation.

How long are the terms?

BPU members typically serve five-year terms, which begin on July 1st and end on June 30th. Member term expirations are staggered to provide continuity. Each member may reapply to serve an additional five-year term. A partial term does not count as a first term.

Department of Public Utilities MISSION • VISION • VALUES

MISSION

Provide safe and reliable utility services in an economically and environmentally sustainable fashion.

VISION

Be a high-performing, community centric utility, contributing to its future with innovative and diversified utility solutions.

VALUES

We value...

- CUSTOMERS by being service oriented and fiscally responsible;
- EMPLOYEES AND PARTNERSHIPS by being a safe, ethical and professional organization that encourages continuous learning;
- ENVIRONMENT & NATURAL RESOURCES through innovative solutions
- COMMUNITY by being communicative, organized and transparent.

SHOULD I APPLY?

YES!

If you meet the eligibility requirements, have a selfless desire to serve the community and think your knowledge and experience might be an asset to the BPU, then you are encouraged to apply.

STRENGTH THROUGH DIVERSITY

Having in-depth knowledge of the utilities industry is not required. Having a diverse group of members is extremely important and only strengthens the BPU’s ability to serve the interests of *all* customers through sound leadership actions and policies.

Attachment B

What are member duties?

Each decision and action of the BPU affects how the DPU operates, which ultimately affects the citizens of Los Alamos County. For the BPU to function effectively, each member must:

- faithfully attend BPU meetings and work sessions;
- review materials and come to meetings prepared;
- prepare reports when necessary;
- participate in discussions;
- adhere to policies and procedures;
- represent the interests of customers, not personal agendas;
- rotate attendance at quarterly Boards and Commissions luncheons;
- accept and fulfill assignments negotiated with the BPU chair.

Additional duties of the BPU, according to the County Code of Ordinances (Section 40-42), can be found online at: ladpu.com/BPUDuties

When does the BPU meet?

Meeting sessions of the BPU are open to the public, held in a hybrid manner, and recorded and posted online for future viewing. BPU members and staff typically meet in Council Chambers and the public may choose to attend in person or participate remotely via Zoom.

Work sessions are held at 5:30 p.m. on the first Wednesday of each month and typically last three hours.

Regular sessions are held at 5:30 p.m. on the third Wednesday of each month and typically last two hours.

Special sessions are scheduled as necessary.

**APPLY BY
May 2, 2024**



Los Alamos County, NM

Board of Public Utilities

Board Roster



Matt Heavner

Partial Term February 1, 2024 - Jun 30, 2026

Email

Home Phone

Address

Los Alamos, NM 87544

Appointing Authority COUNCIL

Position UT1

Office/Role Member

Category Democrat



Stephen J Tobin

1st Term Jul 01, 2019 - Jun 30, 2024

Email

Home Phone

Alternate Phone

Address

Los Alamos, NM 87544

Appointing Authority County Council

Position UT2

Office/Role Member

Category Democrat



Robert B Gibson

1st Term Jul 01, 2023 - Jun 30, 2028

Email

Home Phone

Alternate Phone

Address

LOS ALAMOS, NM 87544

Appointing Authority COUNCIL

Position UT3

Office/Role Chair

Category Republican



Charles W Nakhleh

1st Term Jul 01, 2022 - Jun 30, 2027

Email

Home Phone

Alternate Phone

Address

Los Alamos, NM 87544

Appointing Authority County Council

Position UT4

Office/Role Member

Category Democrat



Eric Stromberg

1st Term Jul 01, 2020 - Jun 30, 2025

Email

Home Phone

Address

Los Alamos, NM 87544

Appointing Authority County Council

Position UT5

Office/Role Vice Chair

Category Republican

Party Affiliation as of May 2024

Name	Position	Voter Registration
Steve Tobin	BPU Member	Democrat
Matt Heavner	BPU Member	Democrat
Eric Stromberg	BPU Vice Chair	Republican
Charles Nakhleh	BPU Member	Democrat
Robert Gibson	BPU Chair	Republican
David North	Applicant	Libertarian
Josip Loncaric	Applicant	Democrat
Jennifer Hollingsworth	Applicant	Democrat
Chris Rose	Applicant	Republican
Will Fox	Applicant	Republican
Joshua Muck	Applicant	Republican

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

If you are interested in applying for Labor Relations Board, please contact Mary Tapia at 505-662-8040.

Profile

Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Which Boards would you like to apply for?

Board of Public Utilities: Submitted

David _____ M _____ North _____
First Name Middle Initial Last Name

111 La Senda <small>Street Address</small>	_____	Suite or Apt
White Rock Los Alamos <small>City</small>	_____	NM 87547 <small>State Postal Code</small>
d@vidnorth.com <small>Email Address</small>	_____	
Mobile: (505) 695 5808 <small>Primary Phone</small>	_____	<small>Alternate Phone</small>



Registered to vote in Los Alamos?

Yes No

Party affiliation as registered: (Select one of the following) *

Other

How long have you lived in Los Alamos County?

10 years

How did you learn of this Board/Commission vacancy?

Sue Barnes called me

Do you currently serve on any County Board or Commission?

Yes No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

Transportation. Expires February 2024.

Community Service

List boards, commissions, committees, and organizations on which you are currently serving or have served. Include any offices held.

Conservation Commission, Transportation Board (4 years almost), some volunteering with PEEC and the League of Women Voters. President of the San Jose Astronomical Society.

Employment and Education

List your current and past employment experience.

1. Small motor design and manufacture. 2. Machine control research for Thor Tool Corporation. 3. Business owner, large project management. 4. Advertising Director for CCI. 5. Business consultant. 6. Art Director for DHA. 7. Dishwasher at San Jose State. 8. Buffer operator, Marin County Civic Center. Currently retired.

List your current and past education including any professional or vocational licenses or certificates.

BA Journalism San Jose State University.

Interests & Experiences

Why would you like to serve on this particular Board or Commission?

Might be able to help out.

**What would you like to accomplish during your tenure on this Board or Commission?
(Please identify any special interests you have that led you to become interested in serving
on this Board or Commission.)**

Helping adjust to the changing utilities "climate." The landscape is shifting rapidly and it's best we don't get left behind.

Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.

Peripherally both when working with the Conservation Commission and the Transportation Board.

What volunteer or professional activities have you participated in that could apply to this appointment?

Hard to say. Large project management experience is often useful. The design of motors and peripheral systems for lightweight "drones" (including some consulting with projects at NASA Ames) familiarized me with battery/motor issues as they were at that time, and I have kept up in an amateur fashion.

The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

So far, yes.

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

None known.

General

Have you ever worked for Los Alamos County?

Yes No

If yes, please list dates and department.

Are you related to any employee of Los Alamos County?

Yes No

If yes, please indicate name and relationship.

Are you aware of any potential conflicts of interest in connection to your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment?

Yes No

If yes, please indicate any potential conflicts.

Are you aware of the time commitment necessary to fulfill the obligations of the Board or Commission to which you seek appointment?

Yes No

Can you commit to approximately 10-15 hours per month to this Board or Commission to prepare for and attend monthly meetings and training as needed?

Yes No

Are you willing to participate in Board and Commission meetings that are recorded and may be live-streamed?

Yes No

Are you willing to have your name listed on the County Boards and Commissions public webpage?

Yes No

If you have any questions, please contact Adrienne Lovato at 505-662-8293

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

If you are interested in applying for Labor Relations Board, please contact Mary Tapia at 505-662-8040.

Profile

Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Which Boards would you like to apply for?

Board of Public Utilities: Submitted

Josip _____ Loncaric _____
First Name Middle Initial Last Name

875 Totavi St
Street Address

Los Alamos
City

josip.socia@comcast.net
Email Address

Mobile: (505) 695-6193
Primary Phone

Alternate Phone

REDACTED

Suite or Apt

NM 87544
State Postal Code

Registered to vote in Los Alamos?

Yes No

Party affiliation as registered: (Select one of the following) *

Democrat

How long have you lived in Los Alamos County?

20+ years

How did you learn of this Board/Commission vacancy?

Internet

Do you currently serve on any County Board or Commission?

Yes No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

Community Service

List boards, commissions, committees, and organizations on which you are currently serving or have served. Include any offices held.

Member of the Democratic Party of Los Alamos County. No offices held, supporting role only.

Employment and Education

List your current and past employment experience.

Los Alamos National Laboratory's High Performance Computing Technology Futures Lead, 2003-2019, now retired. Prior to joining LANL in 2003, Research Fellow at ICASE and NIA, Langley, Virginia, 1996-2003. Other employment experience upon request.

List your current and past education including any professional or vocational licenses or certificates.

Ph.D. in Applied Mathematics, Harvard University, 1985. M.S. in Applied Mathematics, Harvard University, 1983. B.S. in Physics, MIT, 1982. B.S. in Mathematics, MIT, 1981.

Interests & Experiences

Why would you like to serve on this particular Board or Commission?

In these changing times, it's important for the Los Alamos County to ensure sufficient energy supply, particularly high quality reliable electric power. Ensuring sufficient water supply and capable wastewater systems are also essential for our future prosperity. The Board of Public Utilities provides an opportunity to advise the county on productive and resilient paths forward.

**What would you like to accomplish during your tenure on this Board or Commission?
(Please identify any special interests you have that led you to become interested in serving
on this Board or Commission.)**

I'm particularly interested in resilience of our utilities, as well as timely & adequate provisioning to meet future needs of Los Alamos County. In particular, as our power grid and power sources evolve towards greater electrification and smarter infrastructure, it's important to maintain diversity and flexibility in meeting the county's needs. The county already has an efficient approach to buying power, which will adapt and grow as national power infrastructure evolves.

**Have you had any direct or indirect involvement with this Board or Commission or with the
County staff supporting this Board or Commission or County Councilors? If so, please
explain.**

Cornell Wright is my neighbor. To some extent, I have followed his work on the BPU.

**What volunteer or professional activities have you participated in that could apply to this
appointment?**

As LANL's HPC Technology Futures Lead, I worked with the HPC facility managers and LANL's utilities to ensure sufficient power and cooling for future computing needs up to 20 years into the future at the tens of MegaWatt level. This included interactions with Los Alamos Department of Public Utilities, where I learned how power is provisioned to the county and the lab and how power quality is monitored. Regarding computer cooling, I've learned more than I ever thought possible about our water chemistry and wastewater processing, including LANL's SERF plant. For several years, I led student projects on increasing efficiency of evaporative cooling while preventing scaling of the pipes. Their ideas plus lab engineering delivered capable facility upgrades which still serve leading computing facilities at LANL, including plans for the future. I believe that this rich experience can benefit the BPU, including the county's interactions with the lab.

**The time involved may be 10-15 hours per month or more. Are you able to serve the
volunteer hours and attend training needed to perform your duties as an appointee?**

Yes.

**Are there any issue or matters, financial or otherwise, that you are now or might become
involved in that may come before the Board or Commission for which you seek
appointment?**

None.

General

Have you ever worked for Los Alamos County?

Yes No

If yes, please list dates and department.

Are you related to any employee of Los Alamos County?

Yes No

If yes, please indicate name and relationship.

Are you aware of any potential conflicts of interest in connection to your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment?

Yes No

If yes, please indicate any potential conflicts.

Are you aware of the time commitment necessary to fulfill the obligations of the Board or Commission to which you seek appointment?

Yes No

Can you commit to approximately 10-15 hours per month to this Board or Commission to prepare for and attend monthly meetings and training as needed?

Yes No

Are you willing to participate in Board and Commission meetings that are recorded and may be live-streamed?

Yes No

Are you willing to have your name listed on the County Boards and Commissions public webpage?

Yes No

If you have any questions, please contact Adrienne Lovato at 505-662-8293

General Information

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Profile

Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Which Boards would you like to apply for?

Board of Public Utilities: Submitted

Jennifer

First Name

Hollingsworth

Last Name

Middle Initial

1315 Los Pueblos St

Street Address

Suite or Apt

Los Alamos

City

NM

State

87544

Postal Code

ja.hollings050@comcast.com

Email Address

Mobile: (505) 470-8752

Primary Phone

Home: (505) 231-4292

Alternate Phone



Registered to vote in Los Alamos?

Yes No

Party affiliation as registered: (Select one of the following) *

Democrat

How long have you lived in Los Alamos County?

24.4 years

How did you learn of this Board/Commission vacancy?

a Board Member

Do you currently serve on any County Board or Commission?

Yes No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

Community Service

List boards, commissions, committees, and organizations on which you are currently serving or have served. Include any offices held.

A. American Chemical Society (ACS) Service: (1) ACS Councilor -- Colloid and Surface Chemistry (COLL) Division (nationally elected position: 2016-2018, 2019-2021, 2022-2024); (2) COLL Executive Committee Member (2016-24); (3) ACS Committee on Divisional Activities Member (DAC; 2018-25); (4) Co-Chair, DAC Technical Programming & Collaboration Subcommittee (2018-22); (5) Chair, DAC Strategies, Operations & Program Enhancement Subcommittee (2022-24); (6) Chair, DAC Convergent Chemistry Community (CCC) Working Group (2022-23); (7) Liaison, DAC to Committee on Science (ComSci, 2023-25); (8) Co-Organizer, COLL Nanomaterials Symposium (2018-25); (9) ACS Future of Meetings Task Force Working Group Member (2019-24). B. Editorial and Advisory Boards: (1) Nano Letters (journal) Editorial Advisory Board (01/20-12/22); (2) Small Science (journal) International Advisory Board (2022-present); (3) National Science Foundation (NSF) Center for Integration of Modern Optoelectronic Materials on Demand External Advisory Committee (2022-present). C. Started a Los Alamos Jane Goodall Roots and Shoots Chapter for young children -- led various educational and volunteer activities, including visiting an Albuquerque solar panel installation company and one of their larger installations, then a private home in Santa Fe with solar, wind and battery installations. D. LANL examples of extended/recurring service activity: Center for Nonlinear Studies (CNLS) Executive Committee Member (2013-present); Chair, LANL Director's Colloquium Selection Committee (2013-2020); Laboratory Directed Research & Development (LDRD) Directed Research (DR) and Exploratory Research (ER) review panels/planning, including current member of the Emergent Materials Behavior ER committee, Chair of the LDRD ER Seedling Review Panel (2022), Chair of the Chemistry ER Review Panel (2007-09), DR Strategy Team Member (2018-2019), ER Refresh (strategic planning) Committee (2021), etc.; Various LANL award and hiring committees, e.g., LANL Medal Screening Committee (2017), Fellows Screening Committee (2011, 2017), hiring committees for Center for Integrated Nanotechnologies Director, Co-Director, Materials Physics & Applications Division Leader, CNLS Director, etc.

Employment and Education

List your current and past employment experience.

--Laboratory Fellow: LANL, 2016–present --Thrust Leader, Nanophotonics & Optical Nanomaterials (NPN): LANL Materials Physics & Applications (MPA) Division, Center for Integrated Nanotechnologies (CINT), 2018–present --Technical Staff Member, Scientist 5: LANL MPA Division, 2015–present --Technical Staff Member, Scientist 4: LANL MPA Division, 2010–15 --Technical Staff Member, Scientist 4: LANL Chemistry Division, 2006–10 --Technical Staff Member: LANL Chemistry Division, 2001–06 --Director’s Funded Postdoctoral Fellow: LANL Chemistry Division, 1999–2001

List your current and past education including any professional or vocational licenses or certificates.

--Postdoc, 1999-2001, Nanomaterials Chemistry, LANL, Los Alamos, NM --PhD, 1999, Inorganic Chemistry, Washington University, St. Louis, MO --BA, 1992, Chemistry (Phi Beta Kappa), Grinnell College, Grinnell, IA

Interests & Experiences

Why would you like to serve on this particular Board or Commission?

I am interested in serving on the Los Alamos Board of Public Utilities (BPU) because it directly engages issues critical to the future of our town and region – energy (electricity and gas) and water/wastewater. As an early career chemist, between college and graduate school, I worked at a wastewater-treatment plant (sample testing), gaining direct experience with the least glamorous aspect of the BPU’s duties. As a consumer, my family and I have made choices guided by the desire to reduce our carbon footprint, including purchasing two electric vehicles and installing rooftop solar. As a LANL scientist, I pursue “use-inspired” basic research in materials science, which has included leading programs on understanding the effect of a nanomaterial’s dimensionality (e.g., zero-dimensional quantum dots versus one-dimensional nanowires) on solar cell efficiency (a topic I first worked on in graduate school as a NASA Fellow funded for self-initiated research in nanostructured solar cells), developing light-emitting nanomaterials for efficient white-light light emitting diodes (LEDs) for advancing solid-state lighting [5-year program funded by the DOE Office of Energy Efficiency and Renewable Energy (EERE)], and, most recently, targeting more-efficient light sources (classical and quantum) for low-energy optoelectronics toward addressing the growing need for low(er)-energy information processing and communications, e.g., reducing the energy-impact of large data centers. Thus, both personally and professionally I have engaged in topics relevant to this board. That said, I have a lot to learn and would relish the opportunity to dive deeply into the issues that BPU engages. I am intrigued by the nexus of science/technology and public policy/city planning-management, and I would be grateful for the opportunity to contribute my skills as a scientist, communicator and leader to researching problems and identifying solutions. As I describe below, I have extensive experience as a volunteer for the American Chemical Society, through which I have led initiatives centered around community building. I would bring this interest and skill to the BPU by emphasizing positive interactions across the DPU to the BPU to the County Council. I would also like to encourage more engagement with the Los Alamos Community via information sharing and education opportunities, as well as working with relevant partners, e.g., the County Conservation Coordinator and PEEC.

What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)

Los Alamos County's goal to achieve net carbon neutral electricity by 2040 is the key issue that led me to this Board. As electricity is one of the four areas under the Board's purview, it will clearly play a leading role in defining the strategy for meeting this objective. I understand that a big step toward achieving this important and ambitious goal is the Foxtail Flats large-scale solar and battery storage project---paired with transmission infrastructure. With Foxtail Flats, solar-generated electricity will account for the majority of the County's electricity (R. Gibson, LA Daily Post, March 28, 2024). I would like to contribute to the Board's stewardship of this process (completion in two years). In addition, to enable the complete transition to clean-sourced electricity, I would like to revisit nuclear energy options, as well as geothermal and wind, especially to ensure that flexibility is built into the future system. I would also like to contribute to identifying solutions for transmission, storage-infrastructure and source-variability issues. In addition to large-scale energy projects, I would like to help define the role for rooftop solar, including issues unique to this class of "producer" that may defy purely economic considerations. Finally, of the County's emissions sources (not including LANL), electricity comprises only 22% versus 33% from natural gas and 38% from passenger/freight vehicles (LAC Climate Action Plan, Community Meeting, April 2, 2024). Thus, to further reduce greenhouse gas emissions, houses and vehicles need to electrify, requiring even more creativity in identifying new sources of clean electricity, but also addressing other issues - e.g., education of the Community about options for home electrification, such as heat pumps, and better charging infrastructure. These are specific tasks that I would like to accomplish as a member of the BPU.

Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.

I have had two interactions (2020/21 and 2024). In 2020, I successfully petitioned LAC DPU for a variance to allow installation of a 13 kW DC array, i.e., 3 kW above the 10kW DC residential limit. The issue was that our proposed 13 kW system would only produce (per calculations) 10 kW due to orientation of the panels (which were to be installed mostly on our west-facing roof; i.e., the County rule did not allow a system design to take into account the actual---derated---output resulting from azimuth angle and tilt angle of the array). I discussed how the inverter for the proposed system would not put out more than 10 kW, but would (due to "oversizing") be able to put out 10 kW more often. In addition, I discussed that our "historical usage" was not an adequate predictor of our future use, given that we intended to purchase multiple EVs (which we since have). In the process, I emailed with Philo Shelton (LAC Utilities Manager) and then Stephen Marez (Electrical Engineering Manager, LAC DPU), and was ultimately successful in obtaining the variance. I certainly appreciated their willingness to engage and their flexibility in addressing the queries. After array installation, I emailed with Alan Horton (~January, 2021) regarding scheduling net meter installation for our new solar system. Most recently (2024), I participated in the BPU meeting discussion pertaining to the proposed changes to the DPU's interconnection rule.

What volunteer or professional activities have you participated in that could apply to this appointment?

I have extensive experience as a volunteer for the American Chemical Society (ACS). I have been elected three times to a national position as Councilor for one of ACS's technical divisions -- Colloid and Surface Chemistry (COLL). I have also served on the Divisional Activities Committee (DAC), which is part the Society's governance structure, and through which I have been Chair or Co-chair of several subcommittees and working groups. Thus, to date, my primary volunteer activities have been outside of the County and not directly related to the topic of community utilities. However, I am very interested in transitioning my focus closer to home and applying the 'committee skills' that I have developed through ACS service (as well as LANL and other board service -- see above) to service on the LAC BPU. Specifically, through the COLL Division Executive Committee, I have participated in developing and making decisions around Division activities: budget, programming, membership, communications, word-smithing COLL mission statement, etc. Through DAC I have engaged in strategic planning for the committee, as well as for the ACS more broadly around the topics of all-ACS Future of Meetings (from initial Task Force to Working Group), which has culminated in major changes in the ACS national meeting structure in terms of achieving goals around reduced footprint and more impactful programming. Perhaps most significantly, I initiated efforts to address the need for ACS Members and Divisions to have a new way to organize communities around cutting-edge and multidisciplinary science, breaking Divisional silos (after witnessing two failed attempts by different groups to start new Divisions). I worked within my DAC Subcommittee and led a Working Group to define the Convergent Research (later Chemistry) Community platform, leading the concept through three pilot programs and, at the end of last year, to permanent, funded status. Thus, I am able to identify a problem, research and develop solutions, then lead implementation, which is likely applicable to service on the BPU. Finally, I have served in liaison roles between COLL and ACS and DAC and other ACS committees. I enjoy this aspect of committee work, as well, and could envision serving BPU in part by participating in the communication between BPU, DPU, County Council, the Community and other Stakeholders.

The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes. As an experienced volunteer, I am aware of the time commitment that would be involved, and I am willing/able to serve the required hours.

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

As a solar owner, I have a general interest in the proposed changes to the DPU's interconnection rule.

General

Have you ever worked for Los Alamos County?

Yes No

If yes, please list dates and department.

Are you related to any employee of Los Alamos County?

Yes No

If yes, please indicate name and relationship.

Are you aware of any potential conflicts of interest in connection to your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment?

Yes No

If yes, please indicate any potential conflicts.

Are you aware of the time commitment necessary to fulfill the obligations of the Board or Commission to which you seek appointment?

Yes No

Can you commit to approximately 10-15 hours per month to this Board or Commission to prepare for and attend monthly meetings and training as needed?

Yes No

Are you willing to participate in Board and Commission meetings that are recorded and may be live-streamed?

Yes No

Are you willing to have your name listed on the County Boards and Commissions public webpage?

Yes No

If you have any questions, please contact Adrienne Lovato at 505-662-8293

General Information

All County Board and Commission members must be residents of Los Alamos County. Lodgers' Tax Advisory Board members, except the at-large community member, do not need to be residents if they are employed/represent an attraction or hotel.

Once a resident fills out and submits this application, an interview is scheduled with the B&C's County Council liaison, the relevant staff liaison, and the B&C Chair. After the interviews, the applicants' names are presented to the full Council during a regularly scheduled Council meeting, where a vote is taken regarding the appointment of each applicant. Each applicant will be notified if they are appointed or not.

Only on-line applications will be considered.

If you are interested in applying for Labor Relations Board, please contact Mary Tapia at 505-662-8040.

Profile

Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Which Boards would you like to apply for?

Board of Public Utilities: Submitted

Chris _____ R. _____ Rose _____
 First Name Middle Initial Last Name

Street Address _____ Suite or Apt _____
 Los Alamos _____ NM _____ 87544 _____
 City State Postal Code

Email Address _____

Primary Phone _____ Alternate Phone _____

Registered to vote in Los Alamos?

Yes No

Party affiliation as registered: (Select one of the following) *

Republican

How long have you lived in Los Alamos County?

18 years

How did you learn of this Board/Commission vacancy?

Ad in LA Daily Post

Do you currently serve on any County Board or Commission?

Yes No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

Community Service

List boards, commissions, committees, and organizations on which you are currently serving or have served. Include any offices held.

Served as a part-time instructor at UNM-LA for about 10 years.

Employment and Education

List your current and past employment experience.

Recently retired from Los Alamos National Laboratory after 32+ years.

List your current and past education including any professional or vocational licenses or certificates.

PhD electrical engineering, MBA from UNM MS and BS degrees electrical Engineering Licensed Professional engineer in New Mexico (inactive)

Interests & Experiences

Why would you like to serve on this particular Board or Commission?

Los Alamos is a vibrant, beautiful and highly capable county, and I'd like to be able to give back to it.

What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)

I'd like to be able to contribute in a meaningful way about the present and future energy needs and usage of Los Alamos County. We have an abundance of energy resources available to us, and I'd like to be able to provide analyses and other information to policy makers to help them with their decisions.

Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.

Several years ago, I worked with one of the county Councilors, Dr. David Reagor when we were in the same organization at Los Alamos National Laboratory. In recent months, he and I spoke about this position opening up, and that if I were interested in it, I could apply. I saw the advertisement and link in the LA Daily Post.

What volunteer or professional activities have you participated in that could apply to this appointment?

I have 37+ years of professional experience in many topics relating to electrical power, energy systems, energy usage and storage, and management of energy systems. This experience could be used to help policy makers.

The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

yes, I'm able to volunteer.

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

none.

General

Have you ever worked for Los Alamos County?

Yes No

If yes, please list dates and department.

Are you related to any employee of Los Alamos County?

Yes No

If yes, please indicate name and relationship.

Are you aware of any potential conflicts of interest in connection to your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment?

Yes No

If yes, please indicate any potential conflicts.

Are you aware of the time commitment necessary to fulfill the obligations of the Board or Commission to which you seek appointment?

Yes No

Can you commit to approximately 10-15 hours per month to this Board or Commission to prepare for and attend monthly meetings and training as needed?

Yes No

Are you willing to participate in Board and Commission meetings that are recorded and may be live-streamed?

Yes No

Are you willing to have your name listed on the County Boards and Commissions public webpage?

Yes No

If you have any questions, please contact Adrienne Lovato at 505-662-8293

General Information

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Which Boards would you like to apply for?

Board of Public Utilities: Submitted

<u>Will</u>		<u>Fox</u>
First Name	Middle Initial	Last Name

1985 Camino Redondo
 St: Street Address

Los Alamos
 City

tal.spinfox@gmail.com
 Email Address

Mobile: (505) 660 7132
 Primary Phone

Home: (505) 662 7193
 Alternate Phone

REDACTED

Suite or Apt

NM 87544
 State Postal Code

Registered to vote in Los Alamos?

Yes No

Party affiliation as registered: (Select one of the following) *

Republican

How long have you lived in Los Alamos County?

47 years

How did you learn of this Board/Commission vacancy?

Robert Gibson

Do you currently serve on any County Board or Commission?

Yes No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

Community Service

List boards, commissions, committees, and organizations on which you are currently serving or have served. Include any offices held.

Air Transportation Advisory Board (ATAB) - Vice Chair.

Employment and Education

List your current and past employment experience.

Mobil oil corporation - Natural Gas Processing Engineer (1974 - 1978), Los Alamos National Laboratory (1978- 2011) - Research and Development Engineer.

List your current and past education including any professional or vocational licenses or certificates.

MSME and PE.

Interests & Experiences

Why would you like to serve on this particular Board or Commission?

Los Alamos County is in the midst of a shift from traditional energy sources to renewable and lower carbon producing resources. I think I could help bring a systematic and strategic approach to that process that balances the cost, reliability, and climate impacts of current and long term energy alternatives.

What would you like to accomplish during your tenure on this Board or Commission? (Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)

I would like to see the County move to more renewable and climate friendly energy sources in a way that takes advantage of the technology advances that are taking place in the energy sector. These include energy storage systems, solar energy systems, electric vehicles, and utility energy management systems.

Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.

I have worked with the BPU and the County in the past when looking at what the optimum mix of energy sources for the County and Laboratory might be.

What volunteer or professional activities have you participated in that could apply to this appointment?

ATAB, Los Alamos Airport planning and operations, participated in Leadership Los Alamos.

The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes.

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

I have a roof top PV system and own a fully electric vehicle. The County provides my electricity, water, and waste disposal services.

General

Have you ever worked for Los Alamos County?

Yes No

If yes, please list dates and department.

Are you related to any employee of Los Alamos County?

Yes No

If yes, please indicate name and relationship.

Are you aware of any potential conflicts of interest in connection to your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment?

Yes No

If yes, please indicate any potential conflicts.

Are you aware of the time commitment necessary to fulfill the obligations of the Board or Commission to which you seek appointment?

Yes No

Can you commit to approximately 10-15 hours per month to this Board or Commission to prepare for and attend monthly meetings and training as needed?

Yes No

Are you willing to participate in Board and Commission meetings that are recorded and may be live-streamed?

Yes No

Are you willing to have your name listed on the County Boards and Commissions public webpage?

Yes No

If you have any questions, please contact Adrienne Lovato at 505-662-8293

General Information

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Only on-line applications will be considered.

If you are interested in applying for Labor Relations Board, please contact Mary Tapia at 505-662-8040.

Profile

Board and Commission Application

Note: Please be aware that as a public entity, the County of Los Alamos, is obligated to furnish this information to the public if requested. Note also that current LANL employees, if appointed to a Board or Commission, may be required by LANL to complete a 701 form.

Which Boards would you like to apply for?

Board of Public Utilities: Submitted

Joshua _____ Muck _____
First Name Middle Initial Last Name

118 Baboaz Drive <small>Street Address</small>		_____ <small>Suite or Apt</small>
Los Alamos <small>City</small>		NM 87547 <small>State Postal Code</small>
jhmuck09@gmail.com <small>Email Address</small>		
Home: (619) 384-4995 <small>Primary Phone</small>	_____ <small>Alternate Phone</small>	



Registered to vote in Los Alamos?

Yes No

Party affiliation as registered: (Select one of the following) *

Republican

How long have you lived in Los Alamos County?

16

How did you learn of this Board/Commission vacancy?

David Hampton and Charlene Hutchinson

Do you currently serve on any County Board or Commission?

Yes No

If yes, which one? (Los Alamos County law prohibits residents from serving concurrently on more than one County board except as expressly approved in writing by the County Council before the appointment is made.)

Community Service

List boards, commissions, committees, and organizations on which you are currently serving or have served. Include any offices held.

Trail Life USA, Republican Party Los Alamos

Employment and Education

List your current and past employment experience.

K & M Elite Services, Advanced Contracting Specialists - Construction US Army - Military Police
Centerra Los Alamos - DOE Security

List your current and past education including any professional or vocational licenses or certificates.

High School Diploma, Fire and Water Restoration Certification, Mold Remediation, Home Inspector, CA
General Contractors License, Army, Military Police Certification, DOE SPO I Lieutenant Certification

Interests & Experiences

Why would you like to serve on this particular Board or Commission?

I would like to advise and help shape the way LAC develops.

**What would you like to accomplish during your tenure on this Board or Commission?
(Please identify any special interests you have that led you to become interested in serving on this Board or Commission.)**

I wish to apply my perspective from operating a business and construction experience to help direct in any way I can a positive outlook and assistance to business and homeowners

Have you had any direct or indirect involvement with this Board or Commission or with the County staff supporting this Board or Commission or County Councilors? If so, please explain.

No

What volunteer or professional activities have you participated in that could apply to this appointment?

I have owned businesses in the past and have construction related experience. I have also served as an elected official within a political party .

The time involved may be 10-15 hours per month or more. Are you able to serve the volunteer hours and attend training needed to perform your duties as an appointee?

Yes

Are there any issue or matters, financial or otherwise, that you are now or might become involved in that may come before the Board or Commission for which you seek appointment?

Not to my knowledge

General

Have you ever worked for Los Alamos County?

Yes No

If yes, please list dates and department.

Current - County Clerk as Election worker as needed

Are you related to any employee of Los Alamos County?

Yes No

If yes, please indicate name and relationship.

Are you aware of any potential conflicts of interest in connection to your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment?

Yes No

If yes, please indicate any potential conflicts.

Are you aware of the time commitment necessary to fulfill the obligations of the Board or Commission to which you seek appointment?

Yes No

Can you commit to approximately 10-15 hours per month to this Board or Commission to prepare for and attend monthly meetings and training as needed?

Yes No

Are you willing to participate in Board and Commission meetings that are recorded and may be live-streamed?

Yes No

Are you willing to have your name listed on the County Boards and Commissions public webpage?

Yes No

If you have any questions, please contact Adrienne Lovato at 505-662-8293

 Applicant's Name

Interview Conducted:
 In person Online Phone

 Interviewer Name

 Date & Time of Interview

NOTE TO INTERVIEW PANEL: Please remember to use this interview as an opportunity to share Council's directives and guidance for B&C's.

#	Question/Documented Response
1	Please tell us a little about yourself and then describe your experience, education, and training that qualify you for this Board or Commission.
2	What do you believe are the greatest issues facing the County?
3	What do you believe are the greatest issues facing the DPU?
4	How do you perceive the role of the BPU in local government? How do you perceive the role of Board members in interacting with DPU staff and County Council?
5	What specific skills do you feel are important for effective Board or Commission members? Which ones do you possess?

6	What could you do, specifically, to foster a collaborative relationship between staff, the County Council and the BPU?
7	As a board member, what actions would you take to make sure that you have enough input to accurately represent the interests of the citizens and ratepayers of Los Alamos County?
8	Have you served on any Boards, Commissions or Committees (not only County B&Cs – but also church groups, non-profit boards, school committees, etc.) within the last five years? What do you think was your greatest contribution during your tenure?
9	Are you familiar with the County Charter and County Code as they apply to the Board you are applying for?
10	Are you willing to take the time to attend training sessions to become more knowledgeable about your duties and responsibilities in an advisory capacity.
11	Are you aware that, as a member of a Los Alamos County Board or Commission, your written communications, including e-mails, are public records (even if produced on your personal computer), and as such are subject to the New Mexico Inspection of Public Records Act. If any of these public records are requested for review/inspection under the Act you may need to produce them. Is this a deterrent to your willingness to serve on this Board?
12	Currently, the BPU “live streams” their meetings, is this - or will this - be a deterrent to your willingness to serve?
13	<i>[Interview panel: Ask questions you think necessary for clarification of the written answers this applicant provided as part of their application.]</i>
14	Do you have any questions for the interview panel?

NOTES:

County Council Meeting Date: May 28, 2024

Appointment to Board or Commission: Board of Public Utilities

Interview Panel:

Name: Theresa Cull, Council VC & BPU Liaison

Name: Randall Ryti, Councilor

Name: Robert Gibson, BPU Chair

Name: John Craig, Deputy County Manager

Name: Philo Shelton, Utilities Manager (Ex Officio)

Applicants Interviewed:

DATE	TIME	NAME
Mon., 5/13/24	2:30 pm	David North
Tue., 5/14/24	1:00 pm	Josip Loncaric
Tue., 5/14/24	5:00 pm	Jennifer Hollingsworth
Thu., 5/16/24	10:00 am	Chris Rose
Thu., 5/16/24	3:00 pm	Will Fox
Thu., 5/16/24	4:00 pm	Joshua Muck

Interview Panel Recommendations:

The interview panel for the Board of Public Utilities would like to recommend the following applicants to Council for consideration and one appointment to the term beginning 07/01/2024 and ending 06/30/2029:

Names: Jennifer Hollingsworth & Will Fox

Incumbent

New Applicants

Other information for Council:

Copies of the applications submitted, interview video and audio files, and Zoom transcripts are available here: [BPU Candidate Interviews - May 2024](#)



County of Los Alamos

Staff Report

May 28, 2024

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 1)

Index (Council Goals):

Presenters: Anne Laurent, County Manager

Legislative File: 18286-24

Title

County Manager's Report for April 2024

Body

The County Manager's Office compiles a monthly report of activities conducted by County staff and publishes this report for the benefit of our citizens. Highlights of this report will be emphasized for Council as a means to increase the distribution of this information.

Attachments

A - April County Manager's Update

STATS Update

As of May 17, 2024:

Facebook:

Rating: 4.3 out of 5

(42 reviews)

Followers: 8,115

Reach: 61,125

Clicks: 590

Shares: 81

Top performing post: [Pinon Park splash pad will open for summer season, 10 a.m. on Friday, May 23. \(posted May 9\)](#)

Post Impression: 29,268

Post Reach: 27,388

Post Engagement: 491

Instagram

Followers: 2,041

NextDoor

Community Members: 4,965

County Line Newsletter

Subscribers: 2,438

Open Rate: 54%

Meeting Our Goals

Budget hearings took place on April 22, 23 and 29. The Council approved a budget aligned with the strategic leadership plan on the final day.

News & Updates

Intergovernmental Affairs: Briefed the Los Alamos County senior management team and the Council Regional and State Working Group on the 2024 Legislative Session. Met with the Pueblo de San Ildefonso Historic Preservation Officer to discuss normalizing certain interactions between the Pueblo and the County. Continued conversations on regional issues and the possibility of grant management software. In early May, supported meetings with the U.S. Senate and House Armed Services Committees.

Sustainability: The Climate Action Plan Community Workshop was held on April 2 to share proposed actions and strategies and gather meaningful public input. To view a summary of the Community Workshop visit: <https://lacnm.com/Sustainability>. In celebration of Earth Day, the County Sustainability office in collaboration with Department of Public Utilities and Environmental Services, participated in many outreach and community engagement events including Leadership Los Alamos Environmental session, and PEEC Earth Day Festival. Additionally, the Sustainability Office held a mini celebration for County employees. At these events, information was shared about the climate action plan development, recycling and composting information as well as energy and water conservation.

Broadband: The Community Broadband Network procurement evaluation committee wrapped up its work, completing the evaluation process and selecting a recommended vendor. Contract negotiations are the next phase of this effort. Internal meetings are occurring between the County and San Ildefonso Pueblo for a draft working agreement to construct a new fiber line from White Rock to Pojoaque. The total project cost for the 11-mile fiber line is \$6M, with the County contributing \$2M pending the successful execution of a long-term services agreement. The Pueblo applied for a Connect New Mexico Fund grant to the state's broadband office for this project. Grant awards are expected to be announced as early as the end of May. A parallel effort is the collaboration with DPU's NM4 waterline replacement project. An executed construction agreement is anticipated soon between the County and the Pueblo, where the Pueblo will install conduit for the fiber optic line in DPU's open trench while replacing the waterline.

Connecting with the Public

Various county departments participated in the Earth Day Festival held at the Los Alamos Nature Center on April 20th and hosted by the Pajarito Environmental Education Center. On April 15th, several of the county's social media administrators participated in a four-day Government Social Media Conference (some in person and others virtually) to enhance the county's social media presence and engagement.

Earth Day Festival at the Los Alamos Nature Center (April 20th)



Abbey Hayward, DPU's conservation specialist manning the DPU booth.



Joshua Levings with Environmental Services providing guidance on what to recycle.



Allison Collins with the Clerk's office registered voters for the upcoming election.



The Zero Waste tent



DPU and the Sustainability Manager offered hands-on activities including an opportunity to create eco-friendly grass heads.



Did you see our video with local talent, released on Facebook and Instagram on Earth Day? It shares four actions one can take to impact greenhouse gas reduction.

HR Staff

Barbara Bachechi
Benefits & Pension Manager

Victoria DeVargas
Risk Manager

Bernadette Martinez
Deputy HR Manager

Matthew Martinez
Recruitment
HR Analyst 1

Nadia Martinez
Recruitment
HR Analyst 2

Sonja Martinez
Sr. Office Specialist

Krista Montoya
Sr. Risk Specialist

Victoria Pacheco
Benefits
HR Analyst 2

Tara Polaco
Benefits
HR Analyst 2

Alexiz Rodriguez
Safety Coordinator

Rosabella Romero
Recruitment Manager

Stephanie Stancil
OD Manager

Mary C Tapia
HR Manager

Vacant
Compensation Manager

Vacant
Compensation
HR Analyst

News & Updates

There is a new Collective Bargaining Agreement (CBA) with the International Brotherhood of Electrical Workers (IBEW), which was approved by the County Council and ratified by IBEW members. The contract was signed on May 6, 2024, and will be in effect through June 30, 2027.

County Council approved the budget for FY25 which included a pay structure change and merit increases for employees. The increases will take effect during the first full pay period in July.

Training & Risk

It's PPA time! Performance Planning Appraisals (PPA's) are required for ALL employees and are due to HR by May 10, 2024.

The latest **LAC LEADERSHIP ACADEMY** class graduated at Fuller Lodge on April 25, 2024. The graduates included 19 County employees from 14 different divisions serving the community. The spring 2024 graduates are: Elizabeth Romero-Duran, CSD; Richard Valerio, DPU; Marcos Ocanas, DPU; Casey Aumack, DPU; Nick Nelson, DPU; Monique Archbold, Library; Daniel Gaghan, Library; Ying Meng, Library; Enrique Guillen, Public Works; Daniel Campos, Public Works; Isabella Martinez, Assessor; Beatrice Odezulu, Finance; Luis Pena, IM; Krista Montoya, Risk; Levi Gurule, Detention; Tessa Jo Mascarenas, Clerk; Malik Matthews-Gordon, PD; Terrance Gray, PW; and Janice Krish, CDD.



Congratulations!



Benefits

We want to welcome Barbara Bachechi to the HR team as our new Benefits and Pension Manager. Barbara joined the team on April 1st.

Recruitment & Compensation

Recruitment for the Summer Student Interns is underway. The program will run from June 10th through August 2nd.

The recruitment team held testing for the upcoming fire academy. The next Los Alamos County Fire Academy is scheduled to begin on June 24th, and we are hoping to have at least 15 new candidates join Los Alamos County at that time.

Service Awards

We want to congratulate the following individuals on their service anniversaries with the county:

5 years

Enrique Guillen
Steven Martinez

10 years

Seth Martinez
Martin Rivera

15 years

Pete Mondragon
Isaac Montoya
Hilario Salinas

20 years

Daniel Campos



STATS for April

Info Management:

508 Tickets, 97 Open tickets, 411
Closed tickets
390 DocuSign Envelopes
Completed

Rim:

224 Records Requested, 10
Carryovers from Previous
Month, 23,137 Records Pulled for
Review

RIM Warehouse:

15 Internal Requests, 95 Records
Provided, 16 Permits Requested,
31 Records Provided, 20 Boxes
Inventoried for RIM Storage

Finance:

418 Disbursements
1,620 P-Card Transactions
50 Electronic Payments Receipted
(\$6.8M)
GRT Received (\$8.4M)
Property Tax Received (\$2.2M)
Lodgers Tax Received (\$36K)

Finance

The Proposed 2025 Budget was approved along with all budget options. The Budget Hearings were scheduled for 4 days, and we were able to complete the Hearings in 3 days. The FY 2025 Budget was approved in the amount of \$377,473,225 on the evening of April 29th. The budget office is extremely grateful to all departments for all their hard work in putting together a successful 2025 Budget.

Munis

April has been a mostly quiet month for Munis. Staff has been training sessions with Tyler technical staff to help bring new or newly assigned staff up to speed in their areas. That will be an ongoing part of making Munis work better for the county. There are a few more items to be tightened up on the Transparency portal and we are hoping to launch that in May. Staff are still in the process of planning an upgrade at some point this summer to keep us current with the latest updates and enhancements in Munis. More information on this will be forthcoming.

Information Management Applications

Successful renewal of SSL web certificate for losalamosnm.us domain during the April IM maintenance to ensure business continuity with public facing web applications. Completed major update to Aqua, ProQA Fire and Medical software on all PD Dispatch workstations (1-6) and the Enroute1 server. In addition, completed all verification and physically shutdown the old Infor CAD (computer aided dispatch) cluster host servers and the virtual server nodes. Successful upgrade of FullCourt software to Release 9 Maint 1 for the Municipal court department. Provided project support for HR with the Brainier Learning Management software (LMS) implementation including Munis interface and SSO (Single Sign On) setup. Provided project support for the Unite Us software implementation for Social Services Division including SSO setup. Completed new Getac rollout project for Fire department and decommissioned old Netmotion VPN cluster servers. All active PD and Fire Getacs are operating successfully with the new Netmotion server for VPN connection.

STATS for April continued...

Provided support for various departments to generate and review the pre-migration scan reports of shared drives in preparation for SharePoint migration. Successfully created division sites for DPU in SharePoint for document control purposes.

Procurement: FY24 YTD

*1436 Purchase Orders issued,
632 PO change orders,
3176 Inventory Pick Tickets
Processed/Delivered,
90 Agreements completed,
34 Amendments completed,
82 Solicitations and
Agreements in Process + 62
Anticipated,
1 formal solicitation(s)
resulting in a Purchase Order*

***Property Disposal Requests:
51 Requests Received, 41
Requests Complete, 10
Requests in Process***

Information Management Infrastructure

Successfully completed the Zerto upgrade (on demand Disaster Recovery software) and the Kelvin (main file server) upgrade server Operating System. The Internet manual failover on the roof antenna completed.

Procurement Highlights

The below charts demonstrate the current open and anticipated projects by project type and by department/division. As of the end of April 2024 Procurement has 144 projects either in process (82) or anticipated (62), as compared to the end of March the list has decreased by 1 net project. As of the end of March 2024, the figures were 84 in process and 61 anticipated, for a total of 145 projects. The projects consist of various types of procurements including formal solicitations (IFB, RFP, RFQ, and RFI) as well as use of Cooperative Purchasing agreements and quotes to satisfy the County's need for competition. Procurement assisted many departments and divisions as seen in the Current Active and Anticipated Projects by Department chart, with projects spread among 11 different user departments, with the majority coming from PW, DPU, and CSD. Several projects were completed during the month of April as seen in the Completed Projects by Department by Month, the majority of which were projects for CSD and consisted of an Agreement for BMX Design Services, award of an RFP for Rodeo Stock Contractor Services, and award of an IFB for Renovation of three athletic fields. Completed projects also included an Agreement for Fiber Optic Network Management Software for IM, and award of an IFB for DPU for Water Production Facilities Electric and Mechanical Upgrades. The variety of projects that Procurement participates in is as broad and as diverse as the services the County provides to our community.



Staffing Report

April 2024



Francella Montoya

Promotions

Francella Montoya was recently promoted to Senior RIM Specialist after successfully completing specific Records & Information Management and Leadership courses as well as excelling in her daily responsibilities as agent of the Custodian of Records. She continually meets the high standards of transparency, accountability, compliance, and customer service. Congratulations Francella!

Retirements

Procurement would like to announce the retirement of Carmela Salazar. Carmela had been with Procurement since January of 2015 and was a highly valued member of the team. Prior to moving to Procurement, she worked with the County Attorney's office. Upon retirement, she will have served the County for over 19 years! Staff will miss her extensive knowledge and drive to provide excellent customer service to both internal and external customers. Thank you, Carmela for everything you did during your time with the County!



Carmela Salazar

Kudos

During the budget hearings, County Manager Anne Laurent and ASD Director Helen Perraglio gave an overview of the budget and its correlation to the council's goals and priorities. Ms. Perraglio also did a phenomenal job of reviewing the 10-year projection in relation to our funding of GRT in great detail and its impact on our budget. Kudos to the budget team, including Erika Thomas, Yvette Atencio and Melissa Dadzie for all their hard work on budget development!



Budget Team



David Griego

Kudos to David Griego for providing integral statistics and being on demand for assistance in getting data for a much-needed additional resource over grants in the Police Department. Staff thank him for his collaborative efforts and for the assistance and oversight he has provided throughout the years.

Kudos to RIM team as Santa Fe County staff contacted Barb Ricci and her RIM team and asked for a tour of our Records Center and to address a few questions they had as they prepare to build a Records Center for their County. Santa Fe County Public Works Director, Operations Manager and Records Manager came for a tour on March 26, 2024, and met with both Carlos and Barb. They provided a thorough tour of our work areas and warehouse and then addressed numerous questions that involved how to begin such a large project, timelines, equipment and storage needs, staffing, organization, processes including policy, procedures and how best to maintain long term. All were thankful for their honesty and support.

Congratulations to the Los Alamos Leadership Academy Class 13, ASD graduates Beatrice Odezulu & Luis Pena!



Luis Pena



Beatrice Odezulu

Leadership Academy
Class 13 Graduates Luis Pena and Beatrice Odezulu

Dear Barb,
 Thank you so very much for taking time out of your day to teach us Santa Feans about your best practices & knowledge earned. I can tell you have a great passion for doing things right-the first time! and I hope I can emulate some of your perfect ideas for our county records. Please share our gratitude with Carlos as well. All 3 of us were so grateful to have gotten a chance to learn from you. Your impact continues growing!
 Thank you so much!
 with deepest gratitude,
 Naomi Solomon



Thank you card to RIM

Service Desk Stats for April 2024

Ticket summary

583 Number of Tickets	0 Open Tickets	583 Closed Tickets
---------------------------------	--------------------------	------------------------------

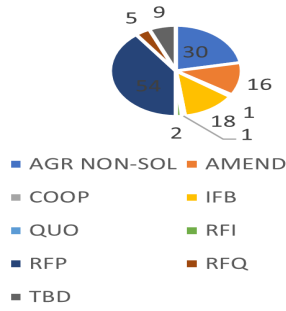
Category distribution



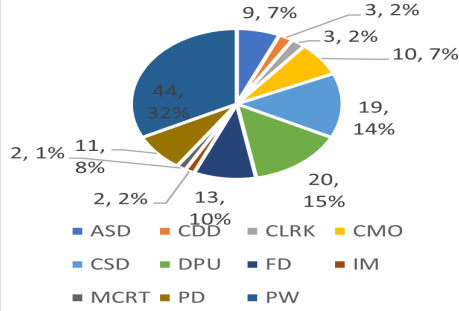
- Desktop and Mobile Computing (261)
- Systems (87)
- Printing/Scanning and Media Services (63)
- Enterprise Application (42)
- Audio Visual (32)
- Telephone and Cellular Devices (21)
- Getac (19)
- DocuSign (15)
- Web Services (14)
- IT Procurement and Strategic Sourcing (6)
- Request for Review (6)
- Network and Wireless (3)
- GIS (3)
- MUNIS (3)
- Don't Use - Applications/Infrastructure Server Decomm. Don't Use (2)
- IPTV (2)
- One Drive External Sharing Request (2)
- Security Cameras (1)
- Public Safety (1)

Procurement Stats for April 2024

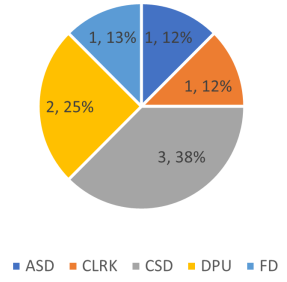
Current Active and Anticipated Projects By Type



Current Active and Anticipated Projects By Department



Completed Projects by Department By Month April 2024



DocuSign Stats for April 2024

Envelope Status Report

Totals based on envelope status for this account. [View Documentation](#)

Filtered by: Date (Custom), Envelope Date Type (Sent Date), Envelope Status (Any), and Sent By (Any)
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Date Range: From To Current Date

Status	Total Envelopes	Unique Senders	Total Recipients
Voided	80	14	406
Sent	55	16	279
Delivered	3	3	6
Completed	486	65	1445
Declined	8	5	40
Corrected	6	1	18

Finance Stats for April 2024

April 2024					
Accounts Receivable	Gross Receipts Tax Received	4	% of total	\$ 8,355,097.74	% of total
	Electronic Payments Received (EPAY)	50		\$ 6,794,807.88	
	Property Tax Received			\$2,220,847.20	100.00%
	Property Tax Distributed to LA Public School			\$1,049,934.43	47.28%
	Property Tax Distributed to LA County			\$862,523.97	38.84%
	Property Tax Distributed to UNM-LA			\$159,854.21	7.20%
	Property Tax Distributed to State of New Mexico			\$117,040.88	5.27%
	Property Tax Distributed to Mirador PID			\$9,285.23	0.42%
	Property Tax Admin Fee			\$22,208.48	1.00%
	Lodgers Tax Received			\$35,648.14	
Accounts Payable	Number of Invoices Paid	629		\$ 22,390,036.57	
	Wire Payments Processed	58	13.9%	\$ 15,467,775.54	69.1%
	Electronic Fund Transfers (EFT) Processed	133	31.8%	\$ 3,228,869.72	14.4%
	Normal Print Checks Processed	227	54.3%	\$ 3,693,391.31	16.5%
	Total Disbursements	418		\$ 22,390,036.57	
	P-Card Transactions	1,620		\$ 539,659.26	

STATS Update

*17 Commercial Building permits were issued in March with a total valuation of \$52,007,692.00**.*

68 Residential Building permits were issued in March with a total valuation of \$1,317,539.00.

3 Certificates of Occupancy were issued in April 2024.

156 Building Inspections took place in April 2024.

News & Updates

Sr. Building Inspector, Michael Rivera has announced his retirement. His last day with Los Alamos County will be June 28, 2024. Congratulations and best wishes on a new chapter to Mr. Rivera!

The Bilingual Montessori School has received two out of four Certificates of Occupancies for their location at 3500 Trinity drive. They are working diligently to finish off the other two units as this project nears completion and brings with it well-needed childcare to this area. The department will do its best to help them through all inspections, bringing this project to fruition.

Demolition permits were applied in April for 1399 Diamond Drive, the old Metzger's Gas Station as well as 1377 Diamond Drive, the old Morning glory diner. Demo is in progress as they have much of the gas station down already. We are looking forward to more economic growth as this allows more businesses to move into Los Alamos County.

** Please note that this amount reflects permits that were reapplied for due to expiration.

STATS Update

@VisitLosAlamos Facebook:

15,463 followers to date
10,616 reached this month
760 engagements this month

@VisitLosAlamos Instagram:

1,107 followers to date
778 reached this month
129 engagements this month

Visitor Center Visitation

Los Alamos: 3,040 this month
White Rock: 969 this month

Home Renovation Assistance Program:

3 Applications Received
0 Applications Approved
3 Projects Underway

Homebuyers Assistance Program:

1 Applications Received
0 Applications Pending
0 Applications Withdrawn
0 Applications Approved

Meeting Our Goals

The Community Development Department Economic Development Division (CDD-ED) continues to support local businesses while also focusing on enhancing the economic vitality and increasing housing in Los Alamos County following the council-adopted 2023 Strategic Leadership Plan and 2019 Economic Vitality Strategic Plan. References to these planning initiatives are noted with each of the activities reported below.

News & Updates

WASHINGTON, DC – April 23, 2024 – Stronger-than-expected economic and inflation data have pushed interest rates higher and financial markets to price in fewer Federal Reserve rate cuts this year, according to the April 2024 commentary from the Fannie Mae Economic and Strategic Research (ESR) Group. While higher mortgage rates present renewed headwinds to the expected recovery in home sales this year, as well as homebuyer affordability more generally, the ESR Group notes that new listings of homes available for sale have continued to rise. While the ESR Group is forecasting existing home sales to rise modestly over the course of the year, it expects the flow of new listings to outpace home sales, which should help gradually thaw housing inventory and contribute to decelerating home price growth. However, based on incoming home price data, which continue to come in strong, the ESR Group expects home prices to rise 4.8 percent in 2024, up 1.6 percentage points from last quarter's projection, and then another 1.5 percent in 2025.

“Financial markets rapidly repriced their interest rate expectations following hotter-than-expected inflation reports and ongoing strong payroll employment gains,” said Hamilton Fout, Fannie Mae Vice President, Economic and Strategic Research. “While we still expect economic growth and inflation to moderate going forward – and, thus, for mortgage rates to drift downward – interest rates existing in a ‘higher for longer’ state seems to be an increasingly real possibility in the eyes of market participants, as well as some homebuyers and sellers. While we’ve recently seen evidence that some potential home sellers are becoming more acclimated to the higher mortgage rate environment and putting their homes on the market, the recent move upward in rates is yet another headwind to the recovery of home sales, and it intensifies longstanding affordability challenges for consumers.” – **Fannie Mae – Economic & Strategic Research Group**

Looking Ahead

20th Street Development Solicitation: County Council and the CDD team reviewed the submitted proposals on April 9, 2024, and directed staff to engage BRMM Development. Staff and BRMM will be meeting on May 7, 2024, to review a draft term sheets and project details as a first step in developing the Sales, Purchase, and Development Agreement (SPDA). Once the SPDA is finalized, staff will issue a formal press release detailing this exciting new project. *[Goals: Downtown Revitalization, Local Business, Housing.]*

Affordable Housing Plan Update: The Affordable Housing Plan was introduced to Council on April 9, 2024. County staff and the consultant, Sites-SW, provided updates on the plan process and data collection. Broad policies, goals, and a strategy framework discussed. Staff will present a draft plan to the Council in May 2024. *[Goals: Housing.]*

North Mesa Update: The on-call traffic and engineering consultants are finalizing their proposals for baseline analysis for new residential development in North Mesa. The analysis of traffic and utilities impacts will determine necessary infrastructure improvements and provide a preliminary cost estimate. In addition, a boundary survey with title research and a Phase I Environmental Site Assessment will be conducted. Final selection of the consultant team will occur in the coming weeks. *[Goals: Housing, Intergovernmental Relations.]*

Connecting with the Public

Facebook: In addition to regular printed media advertisements, EDD is utilizing the Community Development Department's Facebook page to promote local business, chamber, and economic development activities. As of April 30, 2024, we have 716 followers, reached 2,354 people this month, and had 278 post engagements this month. *[Goals: Communications and Engagement]*

The Bottom Line: CDD-EDD published its April e-newsletter specifically serving the local business community. The April edition of The Bottom Line included information on ways to find funding for businesses. It is in our EDD goals to use the newsletter to share resources and opportunities with our local business community. The e-newsletter currently has 522 subscribers and this month's newsletter had a healthy, increased open rate of 64.5% and a click-through rate of 2.6%. *[Goals: Communication and Engagement; and Local Business]*

Chamber Business Breakfast 2024 Regional Development Corporation: On April 11, Felton attended the event discussing Micro Grants, ongoing business support, Workforce/WIN, and connecting to other resources in the area. *[Goals: Communication and Engagement; and Local Business]*

STATS Update

Planning staff reviewed and acted on 40 Building permits, no subsequent Planning inspections, and 21 Business License applications.

Meeting Our Goals

The Community Development Planning Division has been focused on the Chapter 16 cleanup & updates and Short-Term Rental Program. Division Staff continue to maintain a high level of customer service with ongoing current planning cases.

News & Updates

Planning Division staff continue to work with the County Consultant Wilson & Company to create Short Term Rental Program. Staff is compiling information from public input process and guidance from the Steering Committee in formulating a draft STR Ordinance. Staff presented an update to Council on September 5th, 2023. Planning staff are keeping a close watch on some case law that is developing in our neighboring Santa Fe County. Staff will review the progress and outcome and use this as a learning experience moving forward with finalizing an STR Ordinance at the end of the second quarter of 2024.

Planning Division staff began work with the County Consultant DPS to review various Code Clean-up items and formulate a plan to work on these items at the end of this year. The first draft of proposed edits was reviewed for input from P&Z Commission on January 10th, 2024. An Update to the Council was presented on 19th. The final draft is to be scheduled at a future County Council meeting in August.

Planning Division staff was given direction by County Council to evaluate possibly revising the boundaries of Downtown Los Alamos Master Plan and propose a subsequent Zone Map change. Staff will be formulating a plan to work on this task in the near future.

Planning Division staff is working on Downtown Los Alamos (DT-LA) East Metropolitan Redevelopment Area Plan with MainStreet Program. Staff plans on presenting to County Council for possible approval of a resolution designating the boundaries of the MR Plan.

The Planning & Zoning Commission, during their regular meeting in April, approved a preliminary subdivision plan and a variance for a car port.

The Historic Preservation Advisory Board had their monthly meeting in April and welcomed three new board members.

Looking Ahead

May 1, 2024 – Historic Preservation Advisory Board meeting.

May 8, 2024 – Planning & Zoning Commission meeting: Preliminary and final Subdivision Plat applications.

May 7, 2024 – Downtown Los Alamos (DT-LA) East Metropolitan Redevelopment Area Plan presenting to County Council for possible approval of a resolution designating the boundaries of the MR Plan.

Meeting Our Goals

STATS for March

9 Press Releases

*37 New Social Media
Followers*

35 Social Media Posts

*626 E-Activity Spring Guide
Reads*

7 Alcohol permits

Quality Governance

Communication and Engagement– The Community Services Department continues with community outreach through videos and social media posts for Facebook and Instagram, and submitting press releases to local news outlets, to keep the public informed.

News & Updates

Athletic Court Renovation at North Mesa and East Park is moving forward with design and construction documents to replace the existing tennis and basketball courts while ensuring ADA compliance.

Connecting with the Public

Los Alamos Daily Post Community Services Corner

The Community Services Corner was published in the Los Alamos Daily Post. This month's focus was on County's Efforts To Assist Community Members Experiencing Homelessness.

37th & Pinon Park Public Outreach, April 20

Staff from Parks, Recreation and Centralized Services met with the public at Pinon Park and 37th Street Tot Lot on April 20 to listen to the community about selection on the playground upgrades, including inclusion of ADA upgrades. Staff placed boards at each park and the White Rock Library and Mesa Public Library with the concepts to gather additional feedback. A QR code or paper survey is provided to capture this information.

PEEC: Trees and Shrubs Illustration Workshop, April 12th

In-person artwork shop featuring lead by a local artist experimenting with cyanotype prints to illustrate local trees and shrubs. The event had 10 participants.

PEEC: Earth Day Festival, April 20th

PEEC's longest-running public event offering local businesses and organizations an outlet to share sustainability and environmental-focused initiatives with our community. This event drew 1,900 attendees.

PEEC: Exotic Invasive Plants of the Pajarito Plateau, April 25th

In-person and live-streamed presentation about the most common weeds/invasive plants that can be found in Los Alamos. This event had 59 participants.



Looking Ahead

The BMX track project is moving forward. Look out for more details on your opportunity to weigh in on the project in May or June. The plan is to have a designated USA BMX track.

CSD is having an onsite visit from the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) May 15th and 16th. The accreditation is a nation recognized program with 206 agencies earning this designation. Currently there is one agency accredited in New Mexico.

Some PEEC events to look forward to:

Night Hike (In-person)

05/10/2024 @ 8 PM

Ancho Canyon to Red Dot Hike (In-person)

05/11/2024 @ 9 AM

Eclipse Report (In-person)

05/17/2024 @ 7 PM

Crow Talk: Author Event (In-person)

05/20/2024 @ 6 PM

The Changing Landscape of Ultrarunning: 25 Years of Perspective and a Look Forward (In-person & Live-streamed)

05/28/2024 @ 7 PM

STATS Update

71 Public Programs & Events

1,614 Total Program Attendance

25,986 Physical Items Circulated

7,703 Digital Items Circulated

33,689 Total Items Circulated

Meeting Our Goals

The Library continues to meet the County's quality of life goal by providing programming for all ages.

On April 13th local author, Carrie Fanning read her newly published picture book "Lucy Ann's Chair". The reading was followed by a book signing and meet-and-greet with the author. The Youth Services team has been able to welcome many local authors this year and the reception from the public has been enthusiastic.

On April 27th, professional guitarist, Richard Smith led a group of interested patrons in a musical workshop at Mesa Public Library. After his concert at Fuller Lodge the night before, patrons were riding the high of his performance and took the chance to ask Smith questions about his craft and style. Smith guided the group through their practice to achieve new skills. The program was a collaboration with the organizers of Smith's visit to Los Alamos, Live in Los Alamos. The joint program is a good example of efforts the library takes to engage with local organizations.

The library responded to the County DEI goal with a program in celebration of National Arab American Heritage month. The program simultaneously celebrated National Poetry Month by featuring New Mexico's award-winning poet laureate, Lauren Camp. On April 20th, she joined the library for a reading and a conversation entitled "From Ravens to Arabic Lands". Camp focused her readings on "One Hundred Hungers," her volume of poetry that explored her relationship with her father who immigrated to the US from Iraq as a teen. Her poetry stirred conversations with the audience about history, migration, culture, and belonging.

News & Updates

The Step Up Gallery hosted the annual and much anticipated All Schools Art Show from March 14th to April 8th. The show was viewed by an impressive 1964 guests. The show was followed by the equally popular annual Los Alamos Photographers' show. The show is hosted for the 28th time.

On April 1st the library launched a new movie and TV streaming service, Kanopy. Kanopy offers a broad collection of films and movies for users of all ages in a Netflix-like online environment. Borrowing of these materials is regulated by a monthly allotment of tickets that patrons use to "check-out" either movies, TV episodes or entire seasons. Since the launch, the service has seen significant use with over 3500 visits to explore the site and almost 6000 minutes played.

Library staff attended active shooter training at both branches in April. Several staff members also attended national and regional library conferences to build skills and seek new inspiration. Senior Specialist Warne Scoggins attended the Texas Library Association conference and Senior Librarians Eva Jacobson and Liza Rivera attended the annual national conference for Public Libraries, PLA



CMO Monthly April 2024

Connecting with the Pubic

Library staff met with over 300 members of the public at the PEEC hosted Earth Day Festival on Saturday, April 20th. The library teamed up with the Los Alamos Community Seed Library and Bee City to promote the seed library as well as locally adapted and bee friendly gardening practices.

Library staff also held a listening session for members of the public to seek input on a proposed outdoor classroom project. The public also had an opportunity to provide feedback and provide ideas via email

STATS Update

4 Programs and Events

*424 People Attended
Programs and Events*

1,338 Rounds of Golf

News & Updates

Chamisa 3rd & 4th Grade PE Program, April 2024

Another first since COVID stopped the world. Lifeguard staff with help from Chamisa Elementary held a Learn to Swim program with 40 3rd graders and 39 4th graders for four consecutive weeks. This program gave first time instructors hands on experience teaching elementary aged kids.

Los Alamos County Learn to Swim Lessons, April 2024

County Lifeguard staff officially launched the Learn to Swim Program in April. Teaching two levels of instruction in the Leisure Lagoon. First time instructors Julian, Gabriella, and Faith enjoyed connecting with youth in this setting.

New Skates! April 2024

After two summers of partnering with the First United Methodist Church to offer a roller skating program for the community. With each skate night planned, the 200 inline skates provided by the church flew off the shelf and staff had lines of people waiting for skates to be returned so that they could have a turn skating. The Summer Programs at the Ice Rink have taken a big step forward with its purchase of 150 Quad Roller Skates. Staff received the roller skates order early April, and have been working on lacing the new skates and reworking the Ice skate storage system to work with the roller skates. With the new skates, the Ice Rink is now able to start offering Saturday skating every other weekend during the spring and fall months, then moving to Thursday and Saturday skating every other week in the summer months!

Night to Remember, April 5th

The Recreation Division, along with their partners, hosted a prom like dance for individuals with special needs. Attendees could stop by the Ice Rink to pick out formal wear donated by various community members and businesses. Mrs. Senora United States, Heather Velasquez, donated some snacks and danced with other attendees. Blue Window Bistro also donated some sweets for the event. There were about 50 people in attendance.

Vendor Meeting, April 10th

The Recreation Division hosted its annual vender meeting to talk about upcoming events and how to register to be a part of them. With help from LAFD and CDD to explain the processes for vending at County-run events to Sancre talking about the 4th of July. We had additional conversations with MainStreet and Farmers Market about their events. There was a crowd of potential new vendors as well as a virtual room of potential new vendors. This meeting was to date the best attended Vender Meeting, showing the growing vender community with in our area and hopefully a strong showing at this year's events.

Dive in Movie, April 19th

The Walkup Aquatic Center's Dive in Movie was a huge success. The movie sold out with 60 tickets, with an additional 8 participants showing up for the event. Participants enjoyed *Migration* in the Leisure Lagoon on the big screen with popcorn and snacks. It was a great way to enjoy a Friday night!

Mountain Club Swim Meet, April 27th

Mountain Club held it first swim meet at the Aquatic Center on Saturday April 27th. A total of 235 athletes, across 127 events competed at this Long Course Meet.

CMO Monthly April 2024

Golf Course Improvement Project

Mid-America Golf has been going full force on the golf course renovation project. We have several tee box complexes that have reached final approval as well as the new sand bunker on #6.

Mid-America crews began sodding in old golf cart path areas that will no longer be cart path areas. Materials have also been delivered for hydro-seeding, which will begin very soon. Jason Tomko, LAGC superintendent, and his team will soon be watering in tee boxes on the front nine and growing in grass. We will also be pouring the new concrete cart paths, on the front 9 beginning mid-May.

Mid-America has 25 crew members on sight including two shapers, an irrigation specialist, concrete technician, and several other crew members with various and assorted skills in golf course construction.

Practice Range Project

Judge netting has been in high gear the past few weeks. There was a reconfiguration for the practice range teeing area, but those plan changes have been made and Judge Netting is scheduled to re-engage on May 21. Once Judge netting re-engages, they will be able to finish the netting project in approximately one month.

Judge has set all poles for the back of the range and along the east bordering area between the practice range and hole #1. Both the first and second sections of the poles are in place. The base poles are 32 feet in the ground in a 5-foot diameter hole, all set in concrete. Each pole section going up from the base pole is a set and lock system.

Looking Ahead

Summer Concerts begin on May 24th with the Powell Brothers. The series continues for 15 Fridays at Ashley Pond. Come out for the music, food and meet your neighbors.

End of Year parties for multiple schools

Pagosa Springs End of Year Party for Middle School, on May 21st

May 4 & 18 – Roller Skate Nights at the Ice Rink

May 11 – Jemez Mountain Trail Run

May 16 – Bike to Work Day

May 16 – Hawk Hang Out

May 24 – Hawk to Hilltopper

May 24 – Los Alamos Summer Concert Series begins

May 25 – 26 – Senior Appreciation Night

May 29 – Movie in the Park

STATS Update

*248 Park acres
maintained*

*8 Repairs due to
vandalism*

4 Funeral services

*12 Volunteer hours
worked in parks*

*9 Headstone/Niche
installations*

*0 Memorial Bench
Installation*

Meeting Our Goals

Quality of Life - Parks and Open Space

The Parks and Open Space Division provides services to the community in Los Alamos and White Rock through the maintenance of parks, facilities, open space, trails, and the support of special events throughout the county.

News & Updates

The Parks and Open Space team is working on the following items.

- OpenGov Asset Management Software - Agreement (AGR24-950) completed on April 1, 2024, to provide Parks management software.
- Revising the Guaje Pines Cemetery Ordinance and Fees
- White Rock Skate Park - Agreement (AGR23-956) executed. The first planning meeting started the process in January 2024. A community survey was completed, and an onsite meeting was held on March 9 at 12noon - White Rock Skate Park for public feedback. Plan revisions are underway based on feedback. PRB Presentation is scheduled for May 9.
- IFB24-62 Athletic Field Renovations approved by Council on April 22, 2024.

Connecting with the Public

CSD Staff supported the Bee City Pollinator Garden on Bathtub Row by volunteering on the garden preparation project.

Committee meetings with ELAS and OSAC.

Looking Ahead

Volunteer Days

May 18, from 9am-12noon, join PEEC, Bee City USA and Los Alamos County Parks for planting the grounds at the first Bee City Pollinator Demonstration Garden..

May 11, from 9am-1pm, Trails Day! Join Los Alamos County Parks and Open Space as we work to maintain our trail system. Volunteers will work in small groups to improve trailhead access, repair sections of eroded trails, build water diversions and remove overgrown trail side vegetation

Ongoing Volunteer Opportunities / May - September for 8AM and 6PM plant waterings for plantings at the Bee City Pollinator Demonstration Garden off Bathtub Row. Additional information provided at <https://www.volunteerlosalamos.org>

The Trails and Open Space Management Plan will kick off at the end of May. More details to come on opportunities for you to provide your input into compilation of documents into the single management plan.

Volunteer Opportunities

Volunteer opportunities for trail maintenance are offered May – October annually. A complete list of volunteer opportunities may be found here: <https://www.volunteerlosalamos.org>

STATS Update

*4 Contractor Public
Programs & Events*

*352 People Attended
Programs and Events*

Meeting Our Goals

Quality of Life

Social Services remained busy throughout the month of April. We helped twelve current (recurring) clients who are experiencing homelessness or at-risk of homelessness, as well as homeless clients through our contracted providers at JJAB and LARSO. Staff continued to meet with Los Alamos community members in need of housing, food assistance, and utility assistance. 17 new people inquired about possible service needs.

Connecting with the Public

Grandparents Raising Grandchildren Resource Fair

On May 10th, we will be working with the Los Alamos County Health Council to help support the 1st annual Grandparents Raising Grandchildren Resource Fair, taking place at Northern New Mexico College in Espanola, from 1:00pm – 4:30pm. More than 25 local and regional organizations will be there to offer assistance to grandparents and other family members that are involved in kinship care, such as NM Legal Aid, WIC, and more!

News & Updates

Family Strengths Network (FSN)

Clothing Swap, April 16 - 20

FSN's Clothing Swap is a chance for community members to drop off clothing that no longer fits their children and pick up items they may need. Most items are baby, child, and maternity, with some household goods, as well.

YMCA Teen Center

Prom Midnight Movies, April 27

The Teen Center partnered with SALA to put on another Midnight Movies showing after Los Alamos High School's Prom this year. The doors opened at 11pm, just as the dance ended, and the movies *The Mask* and *The Iron Giant* began at 12 midnight. Teens received one free popcorn and a drink to enjoy during the films.

Los Alamos Retired & Senior Centers (LARSO)

Live Theater - The Petition, April 10

This was a 2-person play written by one of the LARSO members. It was the first Live Theater performance since COVID! It included a short play approximately 20 minutes in length and then a theater talkback with the audience.

Las Cumbres Community Services (LCCS)

Developmental Drop-in Playgroup, Mondays in April 2024

A free Drop-in Developmental Playgroups focuses on a developmental activity that parents can do with their children. This month LCCS worked on Color Matching (Cognitive and Language Development), Duplo Blocks (Fine Motor Skills), Planting Seeds (Speech, Fine Motor, and Sensory Development), and throwing/kicking balls (Gross Motor Skill development).

CMO Monthly

April 2024

Los Alamos Public Schools Prevention (LAPS)

Sticker Shock Campaign - April Underage Drinking Prevention Month, April 22 – 26

Sticker Shock is a public information campaign designed to remind community members of the dangers of underage drinking and the importance of complying with laws that protect youth from harm. As part of this effort, stickers designed by students are included in pizza orders and adhered to beer and alcohol products during the week before high school prom and graduation. Papa Murphy's Pizza and LA Market and Indian Groceries in Los Alamos and Smith's Food and Drug in White Rock have all agreed to support this year's campaign.

Looking Ahead

On May 14th, we will be working with the Los Alamos County Health Council providing outreach at the Older Adult Health Resource Fair, taking place at Betty Ehart Senior Center (1101 Bath tub Row), from 10:00am – 1:00pm. This is a great way to learn more about the numerous health-related resources to assist people aged 55+ and their caregivers.

On Tuesday May 21st, Vitalant will have a bloodmobile set up in the County's Municipal Building parking lot, from 10:00am – 2:00pm. If you are interested in being a blood donor, you can make an appointment by signing up [here](#).

LCCS

Is planning a Summer Developmental Series with lots of outdoor activities to support development and child/parent bonding. They are working to roll out their weekly activities in Spanish beginning in September in honor of Hispanic Heritage Month.

FSN

June 12, 2024: Day of STEAM

LARSO

June 21, 2024: Dementia Man at SALA at 7pm

YMCA Teen Center

The Los Alamos Teen Center will be partnering with LAHS to put on a few events during the last week of school once finals are over.

Community Services

Anniversaries

New Staff



Anita Carter

Anita Cater, Library Associate

In March, Anita Carter was hired as a 20 hour Library Associate in the Operations team. Anita is a lifetime resident of northern New Mexico. She has been married to her childhood sweetheart for over 30 years and has two amazing kids. She loves working at the library and getting to interact with all her awesome co-workers and wonderful patrons.

Cathy Schaller, Library Associate

Also in March, Cathy Alton joined the youth team in a 20 hour Library Associate position. Cathy was born in Oregon, grew up in Southern California, and has lived in New Mexico for 13 years. She has four children. She loves the outdoors, especially if it's time at the beach, in the waves or beachcombing on the sand; enjoys reading, singing, gardening, traveling, and helping others. She collects donations for asylum seekers in her spare time. She has found multiple four-leaf-clovers in her life, and feels pretty lucky to be working at the library!

Binh Wakeford

Los Alamos Golf Course would like to welcome a new staff member for the 2024 season, Binh Wakeford. Binh will start May 13th. Welcome aboard Binh!

Community Services

This section will only be published internally on the Intranet. Use this section to let other County Departments and staff know about changes and milestones within your staff.

Kudos

A patron commented that it was "so cool" that we have regular local author talks/book readings and special events specifically for the kids.

A White Rock branch patron said they are happy we are here and open. "As far as I'm concerned, public libraries are one of the best things in this country."

A patron said he knew he would find what he needed if he came into the library. He said we were the best and most helpful place and that he could always count on us.

Two adult patrons playing with their toddlers in Youth Services saw staff prepping for Anime Club and asked what the program was. Staff explained that we have been recruiting and rebuilding teen programming since lockdown and also talked about the value to our more introverted teen patrons. One parent said she can't wait till her 5th grader is old enough to come and the other parent said "that is so awesome!"

At the White Rock branch, a patron said they really liked the "crafting" display - "It makes my heart happy!"



Chamisa PE Classes – Learn to Swim



Los Alamos County Learn to Swim



Dive in Movie



Mountain Club Swim Meet



Step Up Gallery Photography Opening



Guitar Workshop



Earth Day Festival



New Roller Skates



Roller Skates @ Ice Rink





Night to Remember



Vendor Meeting



New Bunker on #6



Netting Pole Hole



New Practice Range pole (1st 2 sections)

STATS Update

214 Recordings & Filings

42 eRecordings

7 Marriage Licenses

3 Probate Cases

4 County Council / Board Meetings

77 New Voters Registered

15,844 Total Registered Voters

456 Voter Record Transactions

11 Social Media Posts

615 Facebook Followers

367 Instagram Followers

46 Threads Followers

137 X Followers

85 Customer Visits

Meeting Our Goals



Operational Excellence

With election season comes the addition of roughly 10 times our normal staff! That may seem excessive, but they do 100 times the normal work. Those appointed to work during Early Voting and Election Day attended training to learn the process of running a Voting Center, from opening and answering questions to printing custom ballots for voters and ensuring the tabulators count the ballots for each person. They become versed in New Mexico's Election Law, maintaining the peace in the polling place, and balancing results at the end of the day to ensure the number of voters processed equals the number of ballots cast!

Those are the people who conduct the elections, but they can only do so much if the equipment isn't up to par. That's why we test and certify every ballot tabulator, so each is operating at top performance, and most importantly, counting ballots correctly. We replace toner and paper. We add new data cards and lock them with numbered seals. We close it off and seal it. We check to be sure that blank and overvoted ballots are recognized. After it all, we check that the expected outcomes from our test ballots match the machine's results. It's an intensive exercise, and members of the public are always invited to watch it in action.



Intergovernmental Relations

Clerk Maestas attended a New Mexico Clerks' working group during which they discussed legislation for the coming year and their priorities for legislative change. She was also invited to participate in a meeting with the New Mexico Counties Hispano Chamber.



Communications

Did you know that the Clerk's Office can train members of the public how to register voters? On April 8th, Clerk Maestas trained five new Voter Registration Agents (VRAs) who can now bring new voters to the County. They learned the processes required to ensure people are qualified to register and that all forms are completed correctly and returned to the Clerk's Office in a timely manner.

To learn how your organization can host a VRA training, contact our office at 505.662.8010.

The Clerk's Office has joined the digital app era with our addition of election information that is easily accessible on the County's *Los Alamos Now* app, available for both Android and Apple devices. Through the app, constituents can find voting dates, times, and locations, register to vote, request an absentee ballot, and view the sample ballots for each party.



Education

Deputy Clerk Allison Collins attended sessions of the annual Government Social Media conference, during which she learned tips and tricks for communicating effectively, catching readers' attention, and making use of new technologies.

Regular office operations continue, and we must be prepared for legal requirements related to our office. The New Mexico Attorney General's office presented an online training about the Open Meetings Act (OMA) and the Inspection of Public Records Act (IPRA). Understanding these laws is critical to our operations, as OMA dictates how we create records of County Council meetings, and IPRA often affects our office when constituents have questions about our elections.

Project Updates

The Communications and Public Relations team has provided draft designs for the exterior of the Mobile Voting Unit. The Clerk's Office will next provide feedback regarding the unit's final design.

With all our microfiche records now scanned, the process of making those files accessible has begun. Outsourcing the indexing of information will allow us to bring plug-and-play data to our citizens.

Connecting with the Public

April brought Spring, and along with that, the Earth Day Festival from the Pajarito Environmental Education Center. Staff spoke with visitors to our booth about the upcoming primary election, obtaining an absentee ballot, and voter registration. To celebrate Earth Day, we also handed out mini-Earth cards with embedded wildflower seeds as a fun activity for families.

In the coming months, the Clerk's Office will be present at public events such as Farmers' Markets, Career Fairs, and other County events.

Stop by to see us, and you can learn how to:

- Become an Election Worker,
- Register to Vote,
- Request an Absentee Ballot, and
- Vote in Person, either Early or on Election Day.

We hope to see you and answer your questions about voting, absentee ballots, the election process, and document recording. As always, we welcome your calls and visits to our office: 505.662.8010 | 1000 Central Avenue, Suite 240.

Looking Ahead

Upcoming Important Election Dates:

May 7, 2024	Early Voting and Same-Day Voter Registration Begin
May 7, 2024	Last Day for Voters to Change Party Affiliation Voter Registration Closes
May 21, 2024	Last Day to Request an Absentee Ballot
May 22, 2024	Last Day the Clerk's Office Mails Absentee Ballots
June 1, 2024	Early Voting Ends
June 4, 2024	2024 Primary Election
June 12, 2024	Election Canvass/Certification (tentative)
November 5, 2024	2024 General Election

Upcoming Events / Project Milestones / Seasonal Changes / New Initiatives:

May 27, 2024	Clerk's Office closed in observance of Memorial Day
July 4, 2024	Clerk's Office closed in observance of Independence Day





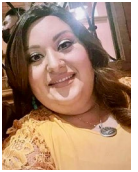
Naomi D. Maestas
County Clerk



Tessa Jo Mascarenas
Chief Deputy Clerk



Victoria Martinez
Elections Manager



Danielle Miera
Senior Deputy Clerk



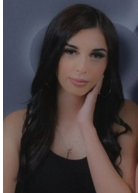
Allison Collins
Deputy Clerk



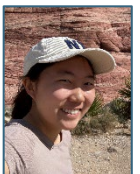
Marie Pruitt
Deputy Clerk



Casey Salazar
Deputy Clerk



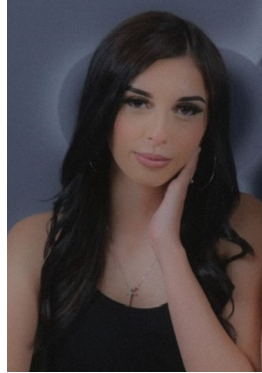
Jestiny Martinez
Student Clerk



Olivia Koo
Student Clerk

Staff Highlight

Jestiny Martinez, Student Clerk



The Clerk's Office welcomes Jestiny Martinez as our new Student Clerk. She will complete her sophomore year at UNM-Los Alamos where she majors in Criminology and Sociology and is close to attaining an associate degree. Her long-term goal is to become an attorney. Jestiny is excited about learning how the Clerk's Office runs and the legal requirements we follow.

Even more exciting, Jestiny will soon join our staff as a Casual Deputy Clerk, a sworn position in which she can participate fully in our operations beyond basic tasks. She has already demonstrated the value she will add to our office, and we're thrilled to keep her as a long-term member of our staff!

Kudos

New Mexico Elections

The University of New Mexico released the most recent New Mexico Election Administration Voter Security and Election Reform Report, and again, our state's election processes shine.

The New Mexico Election Study has been pivotal in helping New Mexico rank first in the Election Performance Index this year. As our report outlines, New Mexico Does elections well.

UNM Professor Emeritus Lonna Atkeson

Key findings include:

- Same Day Registration has allowed increased participation with more than 10,000 new registrants during the 2022 midterm election alone.
- 85% of 2022 voters surveyed were confident that their ballot was counted as intended.

Studies like this also provide opportunities for improvement. One-third of absentee voters expressed concern that their ballot would be lost in the mail or rejected. The state's election officials have responded by adding Ballot Scout beginning with the 2024 Election.

How it works:

- Ballot Scout tracks mail-in ballots using USPS Intelligent Mail barcodes. The USPS scans these barcodes throughout each ballot's journey and shares updates with Ballot Scout along the way.
- Election administrators can access that information and monitor all ballots via a secure dashboard.
- Voters can look up their ballot's status through Ballot Scout's voter-facing online tool and sign up for status notifications via email and SMS.

The Los Alamos County Clerk's office is excited to see this and other changes that will continue New Mexico's status as one of the highest-ranked states for election security and accuracy.

To learn more about Ballot Scout, visit <https://www.democracy.works/ballot-scout>.

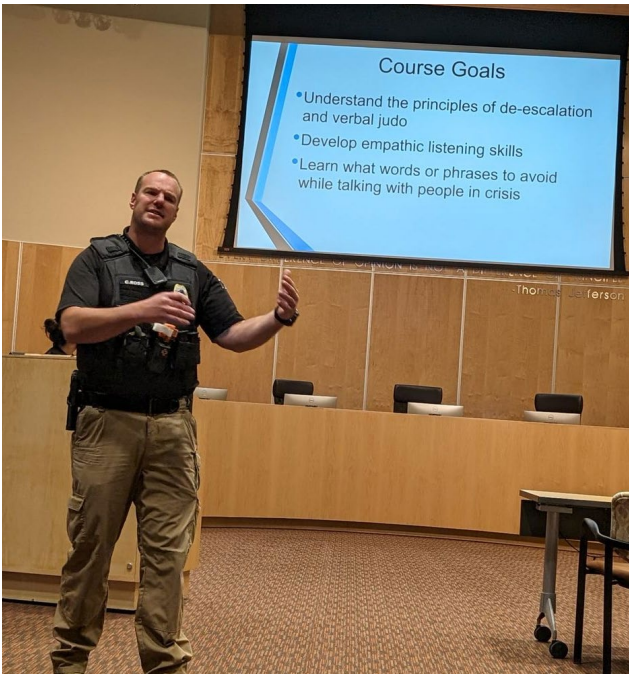
2024 Primary Poll Worker Training



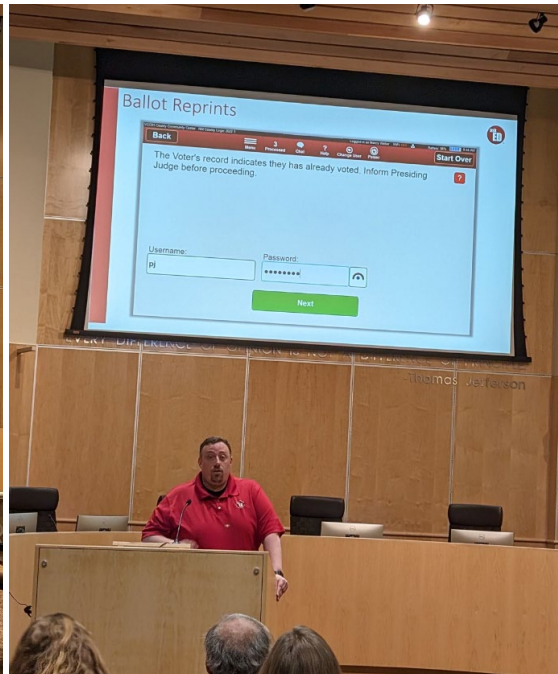
Deputy Clerk Casey Salazar assists Election Worker Opal Pruitt signing in for training



Clerk Naomi Maestas welcomes the 2024 class of poll workers to training on current law and best practices



Officer Chris Ross walks the class through effective ways to diffuse tense situations



Aaron Davis from Robis teaches about the voter check-in system and how to use it to print ballots and manage the election's workflow

PEEC Earth Day Festival

**Thank you for joining us at the
2024 Earth Day Festival!**



The Los Alamos County Clerk's Office reminds you to **VOTE LIKE YOU LIVE HERE!**
Early Voting Starts May 7, 2024 | Election Day June 4, 2024

Clerk's Office Staff greet and inform visitors to our booth at the Earth Day Festival

Machine Logic and Accuracy Testing



Senior Deputy Clerk Danielle Miera, Deputy Clerk Casey Salazar, and Chief Deputy Clerk Tessa Jo Mascareñas test ballot tabulators as members of the public Michael Redondo and David Hampton observe.



After the machines' operation and accuracy is tested, all data cards and LAN ports are sealed until after Election Day has ended.

*Adopt-A-Road
segments adopted - 6*

Meeting Our Goals

Public Works Administration provides the leadership in the organization, planning, budgeting, direction, and supervision of all the divisions within the Public Works Department to provide effective and efficient services to our citizens and customers.

News & Updates

The Public Works Administration is responsible for providing coordination to all divisions of the Department through leadership and support to ensure that all duties and functions are carried out effectively and efficiently.

Connecting with the Public

Larissa Baker with EXIT Realty Advantage NM applied for the Adopt-A-Road Program. The organization is adopting the Arkansas/38th Street to Club Road segment. The group is planning a cleanup event in mid-May.

The Transportation Board held a meeting on April 4, 2024; we received a presentation from Member Karen Edwards on the inclusion of blind and low-vision customers in public transportation. She challenged us to consider special transportation difficulties these individuals may experience and to take them into consideration in planning and operating our public transit system.

Looking Ahead

The next Transportation Board Meeting will be held on May 2, 2024.

Meeting Our Goals

The Airport Division continues to be successful with meeting Council's strategic goals in the areas of Fiscal Stewardship, Effective, Efficient, and Reliable Services, and Infrastructure Asset Management through the administration of grant and county funds for airport operations and capital improvements. The county continues to seek funding opportunities through partnership and collaboration with the Federal Aviation Administration and New Mexico Department of Transportation Aviation Division to implement improvements in accordance with the Airport Master Plan that includes the Taxiway F Relocation and West Area Redevelopment Project.

News & Updates

The construction of the airport fuel farm continues. Construction crews are progressing with the relocation of an existing sewer line which also required temporary relocation of a primary electric line by crews with the Department of Public Utilities. Once this work is complete, installation of storm drains, the secondary containment system, and fuel system foundation and utility service connections will begin. The project is scheduled for completion late September, barring any delays with material deliveries. The project is funded through a New Mexico Department of Transportation (NMDOT) aviation grant.

The design work for the construction of an 8-unit t-hangar is also progressing. This project is anticipated to go out to bid this spring, with construction to follow. This project is also funded through a NMDOT Aviation grant.

Connecting with the Public

Increased tourism to Los Alamos is also on display at the airport with consistent growth in transient aircrafts stopping in to visit the local community.

STATS Update

Meeting Our Goals

The Capital Projects and Facilities Division (CPF) oversees project planning, design, and construction in support of the County's Capital Improvement Projects for all divisions in the County along with renovation, renewal, and maintenance of 47 County buildings and facilities. The Division supports operations County-wide and involves coordination and collaboration with various departments, contractors, vendors, and stakeholders to ensure projects and maintenance activities are completed efficiently and within budget to meet the strategic goals of Operational Excellence and Improvement of Quality of Life for County residents and visitors. The Division provides updates and information about ongoing projects, budgets, timelines, and potential disruptions to the public. Currently, the Division is actively working on 82 projects and assignments including preparation for projects programmed in Fiscal Year 2025.

News & Updates

CPF project managers are working on 16 active projects. The activities in these projects span from planning, procurement, and design to construction. Six projects are currently under construction. Three others are in the planning stages. Two of these projects are in the planning stage and involve capital improvements and a new facility.

The ongoing electrical work at Ashley Pond that will provide power to food trucks during the summer concert series is expected to be completed by end of April, well before the commencement of the 2024 summer concert series. Construction is underway with golf course improvements, high netting, and the airport fuel farm.

To reduce the usage of paper towels and to prevent future sewer clogging, Facilities construction specialists installed electric hand dryers in the shower rooms located at the Municipal building ground level by the employee entrance door. Electricians installed LED lights in the Customer Care Center to improve lighting and energy conservation.

During the month of April, 2024, Facilities crews completed 113 work orders out of 177 active work orders. The table below lists these work orders by category and numbers completed.

Work Order Category	Work Orders Received
New Requests	133
Maintenance/Repair	164
Preventive Maintenance	13
Immediate Response	18
Emergency Calls	0

Connecting with the Public

With ongoing work around the County, the Division works with our contractors to take safety precautions, delineate work zones, and provides public information and updates around project construction sites that may impact public spaces.

On March 26, 2024, CPF and the Police Department Emergency Management presented before Council an initiative to submit a Grant Application for an Emergency Operations Center (EOC) at Fire Station 3. The council approved the grant application.

Capital Project and Facilities

Capital Improvement Project Updates

Los Alamos County is working on a variety of projects that support quality of life, infrastructure, and economic development initiatives. A summary of the project and additional information can be found on our website – <https://lacnm.com/PW-Projects>.

Project Name	Dept	Update
Capital Outlay Grant Application for Betty Ehart Senior Center	PW, CSD, AS-FIN	CPF is providing a budgetary estimate and schedule for renovations and improvements at the Betty Ehart Senior Center. This estimate will be utilized by CSD to support an application to the New Mexico Aging and Long-term Service Department for a Capital Outlay grant.
Customer Care Service Electrical Connection to Emergency Power	PW, DPU	This project is 80% complete. Waiting on a 50 Amp breaker. On going work to pull wiring from RTU-3 to transfer switch.
Ashley Pond Electrical Upgrade	PW, CSD	Is expected to achieve substantial completion by end of April.
Golf Course Site Improvements	PW, CSD	Construction work is ongoing. Contractors are shaping green, tee boxes, and bunkers.
Golf Course High Netting	PW, CSD	The netting contractor started work on April 16. Work completed to date includes removed of the existing net and poles.
Ice Rink Temporary Chiller	PW, CSD	Procurement is preparing the amendment of the Agreement with American Arena for Legal review.
Ice Rink Permanent Chiller Replacement	PW, CSD	A draft for the RFP has been sent to Procurement for review.
Fire Station 3 Snow Melt System Replacement	PW, FD	The construction documents are at 60% completion. A meeting with architect and mechanical engineer to update the 60% design plans is expected by end of April.
Airport Fuel Farm	PW	Removing existing concrete at the fuel tank location and forming drain inlet boxes for the storm drain. Transporting leftover soil to the golf course.

White Rock Visitor Center Outdoor Restrooms and Pavilion	PW, CDD	Footing and slab preparation on going work.
Department of Utility (DPU) Standby Area Renovation	PW, DPU	The final electrical, plumbing, and mechanical inspections were passed satisfactorily between April 15 and 19, 2024. A punch list walk is schedule for April 22.
Emergency Operations Center (EOC)	PW, PD, FD	Council approved the application for FEMA funding on March 26, 2024. FEMA grant applications due June.
Fire Station 4 Replacement	PW, FD	Procurement for design of the project is in process.
Mesa Public Library Convert to Electric Water Heating	PW, CSD	On-call contractor is preparing a price proposal.

STATS Update

Events – 209

Meeting Our Goals

The Custodial Division continues to promote innovative approaches, conscientious stewardship and outstanding customer service while delivering clean and safe results to the County.

News & Updates

The month of April saw an increase in reservations from the previous month and bookings continue to be up compared to this time last year.

Two “snow movers” & trailers were delivered this month which will help expedite snow removal operations in the early morning hours.

A new PA System and “hearing loop” was installed in the Betty Ehart Senior Center Great Room.

Connecting with the Public

Custodial staff supported the following public events:

Fuller Lodge – 69

White Rock Activity Center – 56

WR Fire Station #3 – 0

BESC – 21

WR Town Hall – 0

Municipal Building – 43

Looking Ahead

The Betty Ehart Senior Center Great Room & classrooms wood flooring is scheduled to be refinished in June.

Meeting Our Goals

Consistent with the Council strategic priority to invest in infrastructure, improve mobility, and support economic vitality, the Engineering Division continues to actively manage multiple design and construction projects, providing county-wide support for existing infrastructure, and providing engineering reviews and inspections of new developments.

News & Updates

The DP Road Phase II project was awarded to TLC Plumbing and Utility at Council on March 26th. Construction will begin in May 2024. Staff have been working closely with the contractor and local businesses to ensure a successful project.

Albuquerque Asphalt has returned to complete the Loma Linda project after a winter suspension. Paving operations began the week of April 23rd with the project anticipated to be fully complete in June 2024.

The design of the Bathtub Row project is nearing completion in coordination with the Department of Public Utilities. Bid documents are being drafted for advertisement in early May. Once awarded, this project will begin in 2024 and is anticipated for completion in Summer 2025.

Connecting with the Public

Projects such as Urban Trail, Rose Street, Loma Linda, DP Road, and the upcoming Transit Study have required outreach to the public, residents, businesses, Los Alamos Public Schools, and LANL/DOE. This coordination is critical to successful project execution while minimizing negative impacts.

County staff have been involved with coordination of development construction activities across the County to ensure that contractors are providing adequate access and advanced notifications for activities that affect the community.

Looking Ahead

Engineering staff is currently managing multiple active construction projects. New projects are pending successful bidding and award. Additional projects are in study and/or design development in support of pavement rehabilitation, maintenance, and safety improvements.

May 2024 Bike to Work and Bike to School events are currently in the planning stages with coordination underway between Los Alamos National Laboratory, Los Alamos Public Schools, and other local bicycle groups.

Staff continue to be involved with multiple development inspections, permit reviews, and design reviews. Some recent project reviews include the Women's Dormitory Building, Buena Caza (Mirador Mix-Use development) in White Rock, Arbolada Subdivision on North Mesa, Arkansas Townhomes, Hills Apartments/35th Street Realignment project, Cañada Bonita, and Century Bank. Sherwood Rounds off Longview Drive, and the development at Meri Mac.

Engineering

Capital Improvement Project Updates

Project Name	Dept	Update
Urban Trail Phase I and II	PW	The project award to Hasse Construction was approved at Council in October with construction ongoing. The scope of work includes construction of a 10-ft wide concrete multi-use trail from Trinity Drive northwards to Canyon Road and ending near the Aquatic Center. Construction will be completed in late 2024.
DP Road Phase II	PW	The project was awarded to TLC Plumbing and Utility on March 26th. The current project scope includes new sewer and gas lines, electric conduit, storm drain, concrete replacement, and full reconstruction of roadway. Construction will begin in May and will be completed in late 2024
Loma Linda Road Improvements	PW	Construction began in August 2023 and after winter suspension, will complete paving of the roadways in April 2024. The scope of work involves full reconstruction of the Loma Linda subdivision roadway and installation of new lighting. Construction is scheduled to be fully
Rose Street	PW	The project was awarded to TLC Plumbing and Utility in November 2023. Construction began the first week of March 2024. The scope of work for this project involves full reconstruction of Rose Street from Central to Peach. This is a joint project with the Department of Public Utilities and includes full road reconstruction along with utility upgrades. Construction will be completed in late 2024.
Trinity Safety and ADA	PW	The study phase is nearing completion by Wilson & Company, with a public input meeting anticipated in late Spring 2024. Design and construction will follow. This project is the result of a 2016 road safety audit and has been awarded grant funding from the Federal Highway Safety Improvement Program (HSIP) by NMDOT. Construction is anticipated in 2025.
Finch Street	PW	This project design was completed by an engineering on-call. The project is anticipated to be advertised for bids in May with construction starting in late 2024 or early 2025. Approval to enter into an agreement with the Los Alamos Medical Center for the transfer of land for the construction of the Finch Street project was approved by Council in August 2023.
Canyon Rim Trail Phase III	PW	This final project design is underway by an engineering on-call with right-of-way acquisitions nearing completion. The project is anticipated to be advertised for bids in late 2024.
County-Wide Crack Seal Project	PW	The County was awarded Local Government Road Funds for crack seal pavement maintenance projects in the Western Area. The County is anticipating the use of a Statewide Price Agreement to perform this work.
Bathtub Row-Peach Nectar	PW	This project is being designed by staff. This is a joint project with the Department of Public Utilities and includes full road reconstruction along with utility upgrades. The project is anticipated to be advertised for bids in early Summer 2024 with construction complete in Summer 2025.
Denver Steels Phase II	PW	This project is being designed by staff. This is a joint project with the Department of Public Utilities and includes full road reconstruction along with utility upgrades. The project is anticipated to be advertised for bids in Fall 2024 and constructed in 2025.

STATS Update

Customer Service Emails - 44

Roll Cart Requests – 57

*Household Hazardous Waste
Customers - 57*

*Recycle Coach App Users –
2,170*

*Recycle Coach App Interactions
– 13,873*

Overlook Visitors - 148

*Transfer Station Visitors –
2,526*

*Yard Trimming Participants –
5,253*

Social Media Followers – 1.3k

Meeting Our Goals

Environmental Services continues to look at other locations and technologies for composting systems. SCS Engineers provided initial site plans for an aerated static pile system and an in-vessel system to be operated at the Eco Station. The program is estimated to divert 4,500 tons of food and yard trimming materials from the landfill and transform it into valuable compost material. At the February 6, 2024, meeting the County Council approved the staff recommendation to implement food waste composting at the Eco Station using aerated static piles. The next step is to work with DOE to amend the lease for the Eco Station so that the facility can be operated on the property.

Operation Save the Bears - 260 dumpsters have been delivered to the business community and 1,000 roll carts have been delivered to residential customers. On December 12, 2023, Environmental Services Manager Armando Gabaldon and Deputy Public Works Director Eric Martinez gave a presentation to Council on the program. Council directed that the program be rolled out on a request only basis and that ES will return with an update within the next 12 months. ES has received proposals from various vendors regarding bear resistant roll carts and has purchased a small number of carts to test in the field. We will then purchase a large number of the cart that best works with our operation.

News & Updates

On February 3, 2023, Environmental Services transitioned from a weekly Household Hazardous Waste (HHW) drop off schedule to a monthly schedule. Los Alamos County's contractor ACT Enviro had trained personnel on site to characterize and properly sort the material from 57 residents that was then transported to the proper disposal facilities. The next event will be held on Friday, May 3, 2024. In addition, ES is looking at proposals to have a door-to-door pickup of household hazardous waste.

Yard trimming collection for calendar 2024 started on Monday, March 25, and to date we have collected ~80 tons of yard waste. The material collected will be mulched and utilized in the bio solid composting for wastewater, sent to the Caja Del Rio Landfill for erosion control, or used by residents for landscaping. Residents are allowed one cart per household. Register for a Yard Trimming Cart online at www.losalamosnm.us/gogreen

Connecting with the Public

Environmental Services and Zero Waste Los Alamos had a booth at the PEEC Earth Day festival on Saturday, April 20, 2024. Environmental Services Management Analyst Joshua Levings and Los Alamos Sustainability Manager Angelica talked with local and regional residents about what Los Alamos is doing to improve recycling in the county.

Environmental Services Manager Armando Gabaldon gave a tour to Leadership Los Alamos followed by a table with information about what Environmental Services does in the community for their sustainability class.

Los Alamos High School AP Environmental Science class toured the Eco Station and Landfill in April. The students asked questions on what happens to the trash that the community generates and about the closed landfill and how its methane generation is managed.

Recycle Coach app is a great asset for residents to check collection schedules and use the 'What Goes Where' search tool for recycling questions. The main customer interactions are collection day reminders and real time notifications.



Residential Sustainability Report

Service Period: April 2024

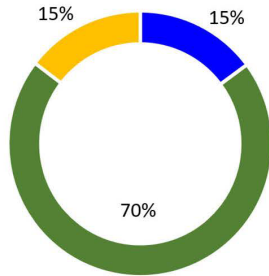


LOS ALAMOS

April Diversion Rate: **30%**

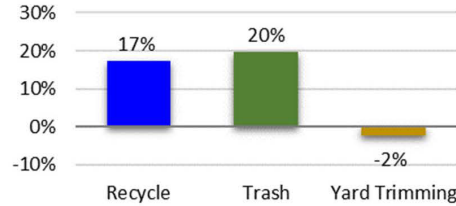
The *diversion rate* is the percent of recyclable and compostable material diverted from the landfill.

Monthly Collection Report



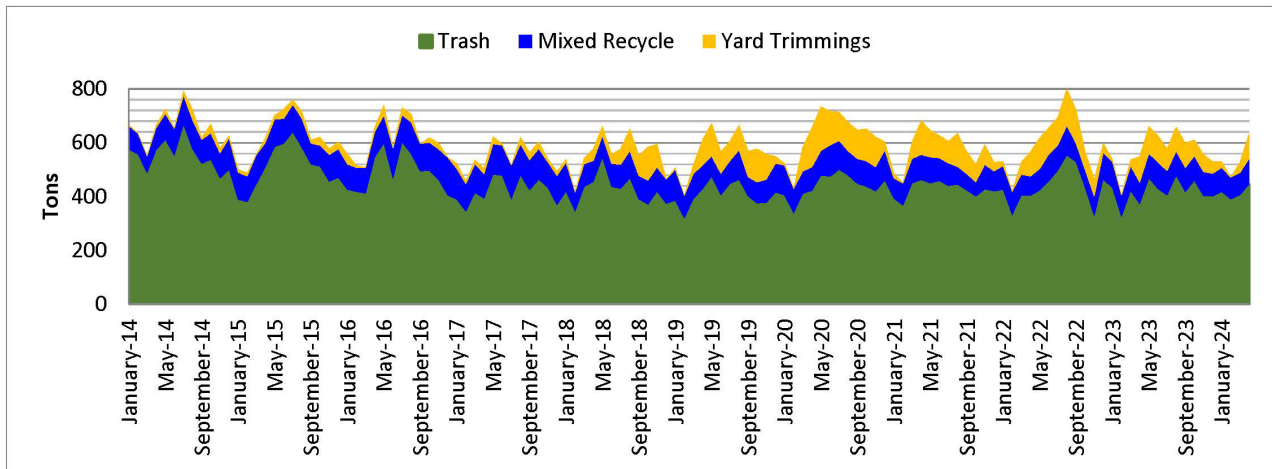
■ Mixed Recycle ■ Trash ■ Yard Trimmings

% Change Previous Year



	Apr-23	Apr-24
Yard Trimming	94.87	92.71
Recycle	80.27	94.24
Trash	372.73	446.51

In March by recycling and composting Los Alamos County reduced GHG emissions by ~505 tons*



In 2024 by recycling and composting Los Alamos County reduced GHG emissions by ~1492 tons*

- 9 trucks of recycle and 9 trucks of yard trimmings were diverted from the landfill.
- 20 trucks of trash were transported to the Rio Rancho Landfill costing \$26,115 in transport and tipping fees.

For more information contact Environmental Services Division at 505.662.8163 or email solidwaste@lacnm.us

*GHG emissions calculated using <https://www.stopwaste.co/calculator>

STATS Update

Work orders entered - 276

Work orders completed within
72 hours - 187

Work orders remain open - 36

Work orders are preventive
maintenance – 96

Work orders are repairs – 175

Work orders for recalls – 5

Meeting Our Goals

Fleet is focused on keeping vehicles and equipment in top shape so our Los Alamos County customers can provide quality services to the residents of Los Alamos and White Rock. Fleet also provides a Motor Pool service that is located at the Municipal building available to County staff.

News & Updates

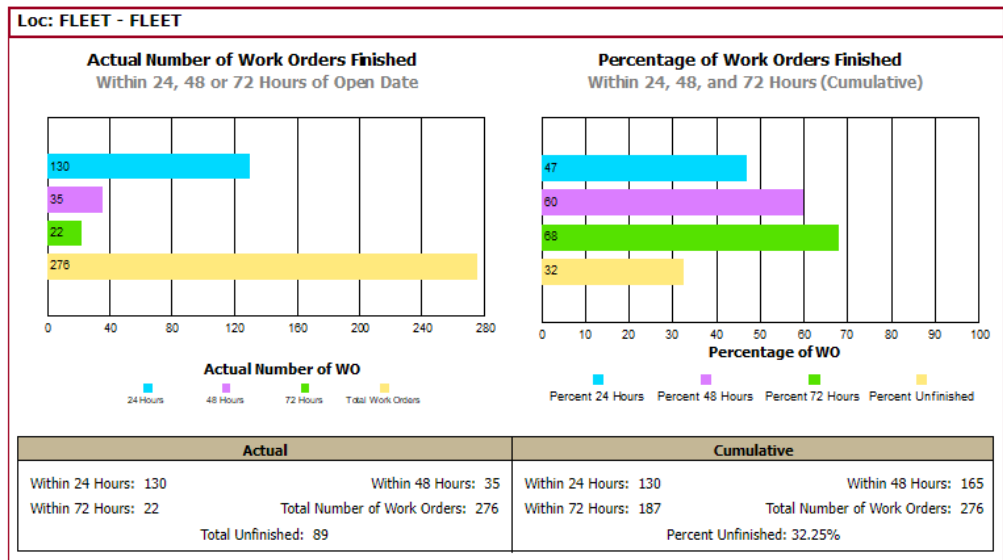
Fleet is very close to completing the ordering FY24 replacement list.

Fleet has started transitioning to maintaining all summer equipment.

We are inspecting buses for Bandelier service.

Fleet passed both Safety and Health inspections by NM OSHA Bureau.

Fleet and DPU are working to add another electric vehicle to the fleet.



STATS Update

Customer Calls - 72

Permits Processed - 14

Permits Extended - 5

Asphalt for repairs - 46 tons

Miles Swept - 1,263

Locates - 172

*Concrete for sidewalk and
curb repairs - 6 yards*

Signs Installed - 41

Miles striped - 16

Meeting Our Goals

Traffic and Streets met county goals in the month of April by providing asphalt maintenance, vegetation control, roadway striping, fabricating and installing signs, working with the public by providing customer service for permitting, traffic control for events and answering questions related to our office.

News & Updates

Streets crews cleaned parking lots at the Mesa Library and the Justice Center and cleaned the drainage ditch at Mesa Library.

Streets crews hauled asphalt, waste, and concrete from DP Rd., and they have been stockpiling and screening dirt at DP Rd.

Streets crews removed a tree at Deer Trap Rd., and removed and replaced 120 feet of sidewalk on Azure St.

Streets crew swept the road and shoulders to the Ski Hill. They assisted Utilities with a water break on State Road 4 by hauling dirt to the site. They have been potholing county wide and repairing sections of asphalt in Ponderosa Estates, on the Ski Hill Rd., 45th Street, 46th St., and 47th St.

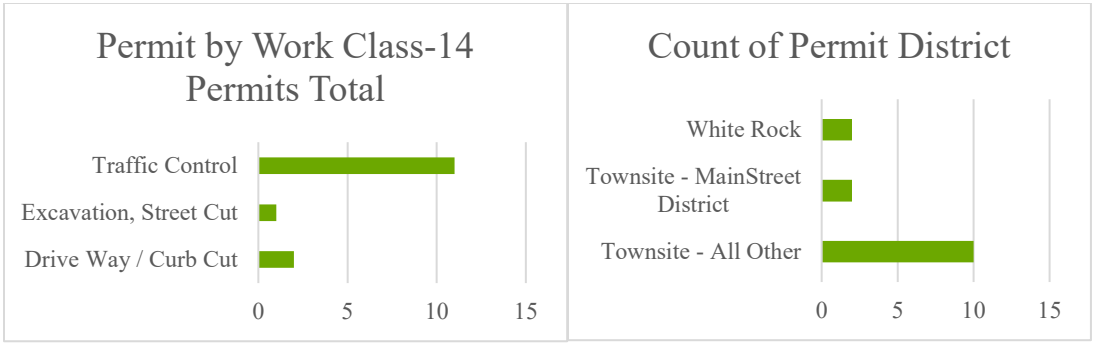
Crews assisted Public Works Engineering in auditing handicap ramps countywide.

Traffic electricians repaired a damaged streetlight feed in at 118 Monte Vista in White Rock, removed and replaced two bollard LEDs along Bathtub Row, removed and replaced photocell and lamp at three locations, assisted contractor MWI with locating street lighting de-energizing circuits and removal of conductors in the Loma Linda subdivision area, and assisted contractor MWI with loading up drill in street lighting bases at PCS.

Traffic electricians located and removed damaged conductors and conduit at the airport utilized for lighting.

Traffic electricians installed banners along Central Ave. and along 20th St. and installed banner brackets as needed. They also organized banner bins and took account of and disposed banners in need of replacement.

Traffic and Streets Crews worked to make corrections to items called out in the OSHA inspection.



Connecting with the Public

Crews will be providing traffic control for county sponsored events, reviewing, and issuing permits to work within the County right of way, and by providing customer service for complaints and concerns.

STATS Update

Unlinked Passenger Trips (UPT) – 16,635

Fixed-Route UPT -16,084

Demand-Response UPT - 451

Special UPT - 0

Service Days - 21

UPT per Service Day - 787

UPT per Service Mile - .58

Service Disruptions - 2

On-time Timepoint Departures- 84%

On-time Paratransit Trips – 90%

Buses with Defective ITS Systems – 86%

Customer Complaints - 2

Meeting Our Goals

Atomic City Transit continues to participate with Stantec Architecture Inc to discuss the Los Alamos County Downtown and White Rock Transit Center Study.

Atomic City Transit will be performing a Zero Emission Transition Plan. The Plan will identify any current and future resources needed for a successful implementation of incorporating battery electric or low emission vehicle technologies in Los Alamos. Also, an essential component of this plan is its compliance with the Federal Transit Administration’s requirements for a Zero-Emission Fleet Transition Plan.

News & Updates

The purchase of two electric buses and charging stations with a new vendor continue. As negotiations are completed and the order gets placed, we can expect the new buses in about 24 months from the date of order. With the increase interest of electric powered buses throughout the United States and limited manufactures, work production has been delayed.

Congratulations

Atomic City Transit would like to congratulate the following employees on their employment anniversaries.

March

- ❖ Virginia Espinoza – 5 years of service

April

- ❖ Dwight Moss – 14 years of service
- ❖ Rolando Villareal – 13 years of service

Atomic City Transit Participated in this year's NMTA Rodeo April 13 -17

Congratulations to:
Manuel (Mannie) Morse 1st Place Large Bus Winner
Lloyd Ami 2nd Place Large Bus Winner



Thanks to all participants at the Rodeo and Conference – L-R: Michael Crowe, Lloyd Ami, Amanda Fuller, Matt Wagner, Mekelis Talachy, Maria Rios, Austin Cox, Mannie Morse and James Barela.
Not Pictured – Julie Aldersebaes, Virginia Espinoza, Kyle Hatch, Manny Saiz and Charles Flowers.

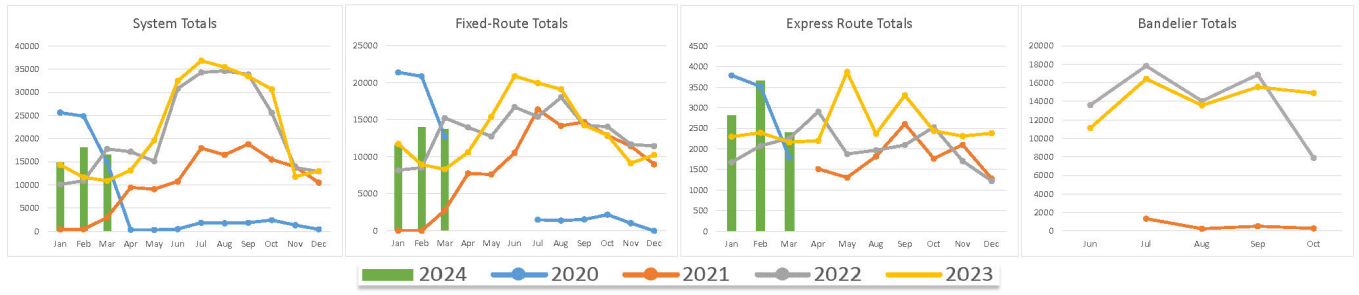




March 2024 Ridership Report

LOS ALAMOS

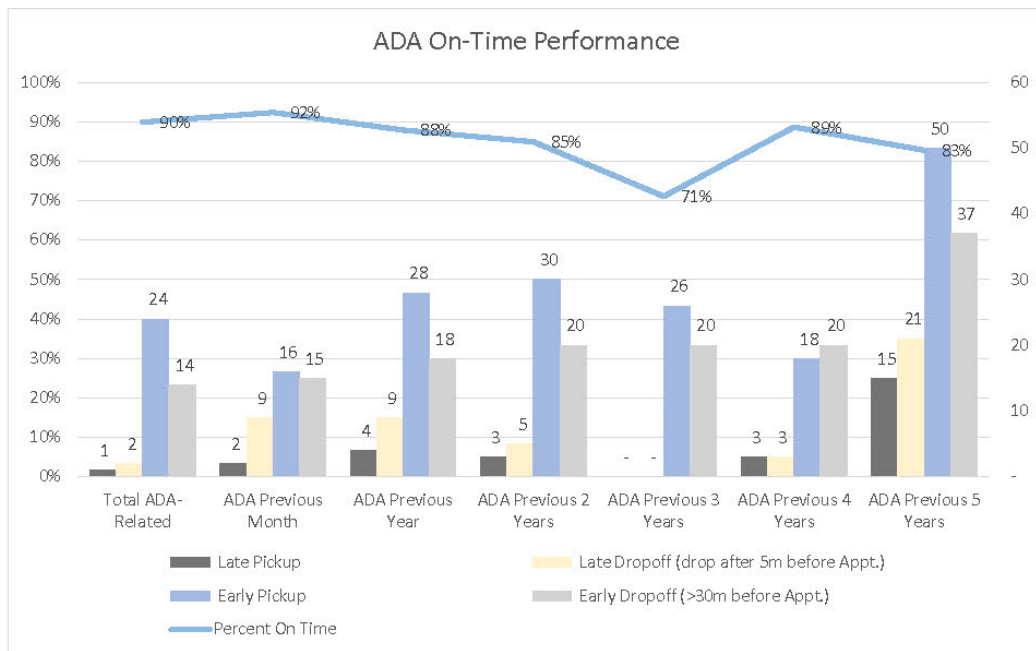
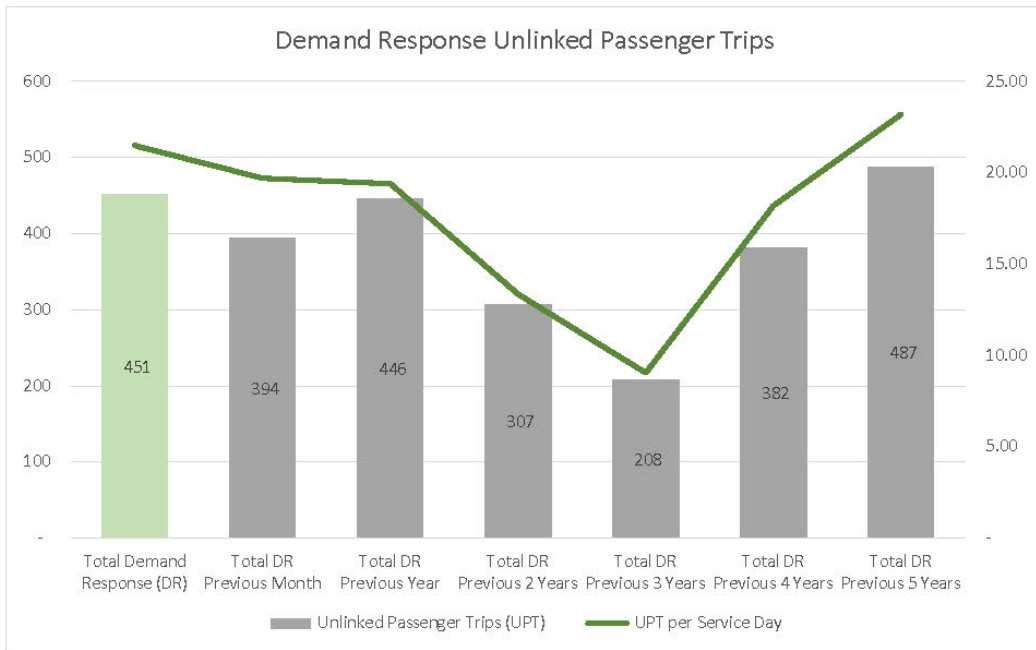
Route	March Trips					% Chg (from 2020)	% Chg (from 2021)	% Chg (from 2022)	% Chg (from 2023)	Mar Rev. Miles					Mar Rev. Hours					YTD Trips 2024	
	2020	2021	2022	2023	2024					2020	2021	2022	2023	2024	2020	2021	2022	2023	2024		
1 Downtown	2,780	1,026	4,161	2,499	5,297	90.5%	416.3%	27.3%	112.0%	2,405	3,180	4,589	5,783	4,944	180.0	233.8	241.5	299.0	262.6	14,089	
2M White Rock - Main Hill	1,417	697	1,902	1,135	-	0.0%	0.0%	0.0%	0.0%	4,284	6,413	8,228	8,183	-	162.4	242.3	271.4	310.3	-	2,053	
2T White Rock - Truck Rt	786	-	787	957	2,128	170.7%	0.0%	170.4%	122.4%	3,998	-	7,689	7,656	6,751	156.6	-	230.4	300.2	264.0	-	4,746
2P White Rock - Peak	346	-	-	-	-	0.0%	0.0%	0.0%	0.0%	1,683	-	-	-	-	62.4	-	-	-	-	-	
3 Central / Canyon	1,494	-	1,881	-	-	0.0%	0.0%	0.0%	0.0%	3,021	-	5,787	-	-	152.4	-	234.2	-	-	-	
4 North Community	1,421	395	1,652	1,558	2,388	68.1%	50.4%	44.6%	53.3%	2,326	3,530	4,460	4,457	3,919	156.0	234.8	218.9	299.0	262.7	7,148	
5 Barranca Mesa	899	-	1,056	961	986	9.7%	0.0%	-6.6%	2.6%	2,422	-	4,675	4,640	3,672	154.6	-	211.2	296.3	260.5	2,944	
6 North Mesa	3,597	633	3,791	1,186	2,879	-20.0%	354.8%	-24.1%	142.7%	3,355	3,401	6,474	4,255	4,701	231.1	240.6	272.7	299.4	328.4	8,213	
Fixed-route subtotal	12,740	2,751	15,230	8,296	13,678	7.4%	397.2%	-10.2%	64.9%	23,493	16,524	41,901	34,973	23,987	1,255.5	951.5	1,680.3	1,804.1	1,378.3	39,193	
7 North Mesa Expr	571	-	781	604	792	38.7%	0.0%	1.4%	31.1%	175	-	298	296	170	10.8	-	18.2	20.2	11.6	2,847	
8 North Community Expr	208	-	424	638	613	194.7%	0.0%	44.6%	-3.9%	51	-	123	122	77	3.1	-	7.3	7.3	5.2	2,269	
9 Aspen Expr	412	-	364	107	117	-71.6%	0.0%	-67.9%	9.3%	41	-	187	186	118	2.4	-	8.6	8.6	5.4	508	
10 Barranca Expr	221	-	237	550	396	79.2%	0.0%	67.1%	-28.0%	67	-	161	160	101	3.7	-	8.9	8.9	6.2	1,601	
11 White Rock Expr	381	-	451	265	488	28.1%	0.0%	8.2%	84.2%	133	-	330	318	204	5.3	-	12.7	12.7	8.0	1,647	
Express route subtotal	1,793	-	2,257	2,164	2,406	34.2%	0.0%	6.6%	11.2%	468	-	1,099	1,084	670	25.3	-	55.6	57.6	36.4	8,872	
12 Bandelier	-	-	-	-	-	0.0%	0.0%	0.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	
Dial-a-Ride	50	-	82	136	177	254.0%	0.0%	115.9%	30.1%	379	-	502	757	560	20.0	-	39.7	62.6	27.8	495	
ACT Assst	200	76	225	310	274	37.0%	260.5%	21.8%	-11.6%	1,244	526	2,161	2,395	3,160	92.0	18.0	140.6	141.2	215.2	775	
Special Services	132	132	-	-	-	0.0%	0.0%	0.0%	0.0%	1,522	1,224	-	-	-	139.4	152.1	-	-	-	-	
System total	14,915	2,959	17,794	10,906	16,535	10.9%	458.8%	-7.1%	51.6%	27,107	18,274	45,662	39,209	28,377	1,532	1,122	1,916	2,065	1,658	49,335	



Total Passenger Trips to Date: 6,426,989

Significant Service Adjustments and Special Events

- **All Month:** Due to staffing shortages, Rt 3 did not operate. Rt 1 provided service to Camino Entrada area.
- **All Month:** Route 6 Peak morning service was suspended due to a staffing shortage. Afternoon Peak service operated normally.
- **All Month:** Route 2M was suspended due to a staffing shortage.
- **March 15:** Fixed-routes operated from 7 AM to ~10 AM due to the County closure for weather. Dial-a-Ride operated from 9 AM to 6 PM.
- **March 25 - March 31:** Route 2T detoured from Grand Canyon between Sherwood and Canada, closing two bus stops.



Atomic City Transit - Demand Response Ridership and Statistics

March 2024

	Total Demand Response (DR)	Total DR Previous Month	Total DR Previous Year	Total ADA-Related	Total DAR	Total DAR-Special
NTD Service Information						
Vehicles Operated in Max Service	2	2	2	2	2	-
Unlinked Passenger Trips (UPT)	451	394	446	274	177	-
UPT Ambulatory	424	364	417	251	173	-
UPT Non-Ambulatory	27	30	29	23	4	-
UPT Evening DAR	65	45	62	-	65	-
UPT Daytime DAR	92	84	65	-	92	-
UPT Regional-Linked	221	189	199	161	60	-
Companions	14	2	7	1	13	-
PCAs	29	21	47	25	4	-
Total Vehicle Miles (VM)	4,848	4,336	4,269	4,037	811	-
Total Vehicle Hours (VH)	377	357	292	316	61	-
Total Revenue Miles (RM)	3,720	3,490	3,152	3,160	560	-
Total Revenue Hours (RH)	243	229	204	215	28	-
Regional-linked Miles	2,556	2,340	2,062	1,854	702	-
Regional-linked Hours	88	84	85	63	25	-
Passenger Miles	3,579	3,073	3,045	2,350	1,229	-
Passenger Hours	138	127	147	90	47	-
Service Days	21	20	23	21	21	-
Weekdays	21	20	23	21	21	-
UPT per RM	0.1	0.1	0.1	0.1	0.3	-
UPT per RH	1.9	1.7	2.2	1.3	6.4	-
UPT per Service Day	21.5	19.7	19.4	13.1	8.4	-
UPT per Weekday	21.5	19.7	19.4	13.0	8.4	-
Scheduling Stats						
Subscription	140	151	160	140	-	-
One Way Trips Requested	550	534	530	353	197	-
One Way Trips Performed	408	371	392	248	160	-
Advance Reservation	248	238	265	248	-	-
Same Day Reservation	157	129	127	-	157	-
Avg. Minutes to board	0	1	4	0	0	-
Avg. Minutes to Disembark	2	0	2	0	2	-
Capacity Metrics						
Missed Trip (Due to Vehicle Late)	-	-	-	-	-	-
Trips On Time	357	335	322	223	134	-
Percent On Time	88%	90%	82%	90%	84%	-
Early Offer	11	13	11	8	3	-
Late Offer	2	9	10	2	-	-
Late Pickup	13	7	6	1	12	-
Excessively Late Pickup (>15m after window)	3	-	2	-	3	-
Late Dropoff (drop after 5m before Appt.)	2	10	10	2	-	-
Excessively Late Dropoff (>10m after Appt.)	-	1	2	-	-	-
Early Pickup	38	29	64	24	14	-
Excessively Early Pickup (>15m before window)	-	1	4	-	-	-
Early Dropoff (>30m before Appt.)	14	15	19	14	-	-
Excessively Early Dropoff (>45m before Appt.)	-	-	1	-	-	-
Trip Over 45 min	12	18	20	9	3	-
Trip Over 60 min	4	5	9	3	1	-
Over Fixed-Route Duration Est.	21	22	25	14	7	-
>15m Over Fixed-Route Duration Est.	4	1	7	3	1	-

Connecting with the Public

Environmental Services and the Zero Waste Los Alamos Team have a Zero Waste Party Kit available that you may reserve for your next event! The kit includes approximately fifteen (15) table settings, including: large plate, cup, fork, spoon, butter knife and napkin.



Zero Waste Booth at Earth Day Event



Armando Gabaldon at Leadership Los Alamos Event

Projects



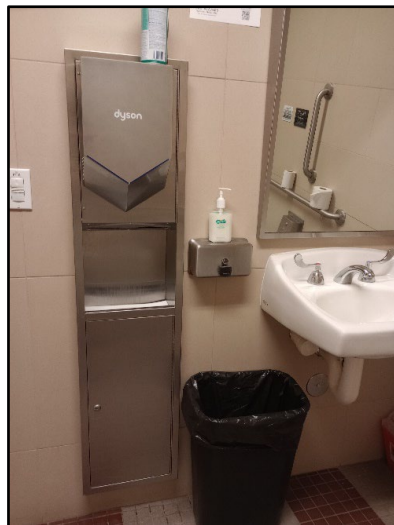
Paving at Mirador Development Project



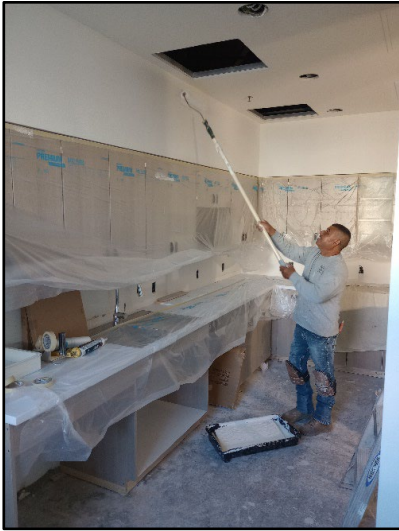
Concrete work on Rose Street



Landscaping for the Urban Trail Project



To reduce the usage of paper towels and to prevent future sewer clogging, Facilities construction specialists installed electric hand dryers in the shower rooms located at the Municipal building ground level by the employe entrance door.



The renovation of the DPU Standby Area is almost complete. During the month of April, contractors worked on texturing and painting walls and ceilings, tiling floors and walls in bathrooms, installing flooring and carpets, installing casework and appliances.



Facilities construction specialist members of the crew repairing a leak in the main line supplying water to the airport. This photo clearly shows the complexities and effort level in the work conducted by Facilities to provide immediate response to emergencies around the County.



Fuel Farm Project at the Airport

New Equipment



Fleet received 4 new snow pushers that will help snow removal operations. These will be assigned to Parks and Custodial to clear sidewalks and around buildings, reducing the amount of hand work for employees.



Fleet received a new trailer for DPU.

Kudos

From: Jean Dewart

Sent: Tuesday, April 16, 2024 8:38 AM

To: Ulibarri, Eric <eric.ulibarri@lacnm.us>; Transportation Board <tb@lacnm.us>; Sylvie Adam <sylvieadam01@gmail.com>

Subject: concern about path adjacent to West Road

Eric - THANK YOU SO MUCH!!! We appreciate living in Los Alamos in part because we have such a great County staff!

Jean



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

May 28, 2024

Agenda No.: 1)
Index (Council Goals):
Presenters: County Council - Regular Session
Legislative File: 18662-24

Title

Tickler Report of Upcoming Agenda Items

Body

Attachment A is a report of the upcoming Council agenda items as of May 24, 2024. Note: This report shows tentative Council agenda items and is for planning purposes only. All items on the report are subject to changes such as item title, meeting date and/or being removed or not considered by Council.

Attachments

A - Ticker for 5-28-24 Meeting

County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us



Tickler

Note: This report shows tentative Council agenda items and is for planning purposes only. All items on the report are subject to changes such as item title, meeting date and/or being removed or not considered by Council.

Criteria: Agenda Begin Date: 5/29/2024, Agenda End Date: 6/28/2024, Matter Bodies: County Council - Closed Session, County Council - Regular Session, County Council - Special Meeting, County Council - Work Sessi

File Number	Title	
Agenda Date: 06/11/2024		
18812-24	Briefing/Report (Dept,BCC) - Action Requested Closed Session Pursuant to NMSA 1978, 10-15-1 (H) (2) Discussion of Limited Personnel Matters Regarding the Evaluation of the County Manager, and the County Attorney. Department Name: CC Drop Dead Date:	A - Closed Session Length of Presentation: Sponsors: County Council - Closed Session
18801-24	Briefing/Report (Dept,BCC) - Action Requested Consideration of DEI Board/Task Force Department Name: CC Drop Dead Date:	Business Length of Presentation: Sponsors: Theresa Cull, County Council Vice Chair
18843-24	Briefing/Report (Dept,BCC) - Action Requested Board/Commission Appointment(s) - Los Alamos County Health Council Department Name: csd Drop Dead Date:	consent Length of Presentation: Sponsors: Lori Padilla, Jessica Strong and Keith Lepsch
18550-24	Briefing/Report (Dept,BCC) - Action Requested Approval of Amended Travel Policy Department Name: Finance Drop Dead Date:	Consent Length of Presentation: Sponsors: Melissa Dadzie, Chief Financial Officer
18640-24	Briefing/Report (Dept,BCC) - Action Requested Approval of County Council Minutes for the May 21, 2024, Working Session and May 28, 2024, Regular Session Department Name: Clerk Drop Dead Date: 06/05/2024	Consent Length of Presentation: Sponsors: Naomi Maestas
AGR1047-24	General Services Agreement Placeholder - Approval of Amendment One to Services Agreement No. AGR 23-955 with American Arena, LLC in an Amount Not to Exceed \$[000,000.00] plus applicable Gross Receipts Tax for the Temporary Chiller System at the Ice Rink.	Consent

File Number	Title	
	<p>Department Name: PW</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: Sara Rhoton, Capital Projects & Facilities Manager and Eric Martinez, Deputy Public Works Director</p>
18821-24	<p>Budget Item</p> <p>Approval of FY2024 Budget Revisions for Department of Public Utilities</p> <p>Department Name: DPU</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: Karen Kendall, Deputy Utilities Manager - Finance</p>
18835-24	<p>Briefing/Report (Dept,BCC) - Action Requested</p> <p>Approval of Budget Revision 2024-67 to Budget Carryover Funds for the Wayfinding Project.</p> <p>Department Name: ASD</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: Erika Thomas, Budget and Performance Manager and Melissa Dadzie, Chief Financial Officer</p>
18374-24	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>Board and Commission Vacancy Report</p> <p>Department Name: CC</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: County Council - Regular Session</p>
18663-24	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>Tickler Report of Upcoming Agenda Items</p> <p>Department Name: CC</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: County Council - Regular Session</p>
18850-24	<p>Briefing/Report (Dept,BCC) - Action Requested</p> <p>Citizen Petition Regarding/Requesting Four Actions to Improve Road and Pedestrian Safety in White Rock</p> <p>Department Name: CMO</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: Citizens of Los Alamos</p>
18837-24	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>Place Holder - Affordable Housing Plan Draft Overview</p> <p>Department Name: CDD</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: Paul Andrus, Community Development Director and Dan Osborn, Housing and Special Project Manager</p>
CO0685-24b	<p>Briefing/Report (Dept,BCC) - Action Requested</p> <p>Incorporated County of Los Alamos Code Ordinance No. 02-355 Modifications to Chapter 6, Animal Code</p> <p>Department Name: PD</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: Dino Sgambellone, Police Chief</p>

File Number	Title
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Agenda Date: 06/18/2024

18849-24	<p>Briefing/Report (Dept,BCC) - Action Requested</p> <p>Action to Suspend Council Rules for Work Session</p> <p>Department Name: CMO</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: County Council - Work Session</p>	Business
18568-24	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>Overview of Council Strategic Goal-Economic Vitality</p> <p>Department Name: CMO</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: Linda Matteson, Deputy County Manager</p>	Business
18052-24	<p>Briefing/Report (Dept,BCC) - Action Requested</p> <p>Presentation and Possible Action on Espanola's Request for Regional Capital Funds</p> <p>Department Name: CC</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: County Council - Regular Session</p>	Business
18755-24	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>Regional Report - Quarterly Update</p> <p>Department Name: CMO</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: Danielle Duran</p>	Council Business
18501-24	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>Presentation by Jessica Kunkle, Manager of the Department of Energy Environmental Management, Los Alamos Field Office</p> <p>Department Name: CC</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: County Council - Work Session</p>	Presentation
18321-24	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>Briefing Presentation to Council by Abigayle Cutting-Smith, Chair, of the Arts in Public Places Advisory Board</p> <p>Department Name: CSD</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: Abigayle Cutting-Smith, Chair of the Arts in Public Places Board and Cory Styron, Community Services Director</p>	Presentation
18322-24	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>Briefing Presentation to Council by Patrick Moore, Chair, of the Historic Preservation Advisory Board</p> <p>Department Name: CDD</p> <p>Drop Dead Date:</p>	<p>Length of Presentation:</p> <p>Sponsors: Sobia Sayeda, Planning Manager and Patrick Moore, Chair of the Historic Preservation Advisory Board</p>	Presentation

File Number	Title
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Agenda Date: 06/25/2024

18813-24	<p>Briefing/Report (Dept,BCC) - Action Requested</p> <p>Discussion of the Purchase, Acquisition or Disposal of Real Property (Closed Session Pursuant to NMSA, 1978 10-15-1 (H) (8))</p> <p>Department Name: CC</p> <p>Drop Dead Date:</p>	<p>A - Closed Session</p> <p>Length of Presentation:</p> <p>Sponsors: County Council - Closed Session</p>
AGR1042-24	<p>General Services Agreement</p> <p>Discussion and Possible Approval of Services Agreement No. AGR XX-XX with [VENDOR], in an Amount Not to Exceed \$[AMOUNT], excluding NMGRT, for Bear Resistant Rollout Carts</p> <p>Department Name: PW</p> <p>Drop Dead Date:</p>	<p>Business</p> <p>Length of Presentation:</p> <p>Sponsors: Armando Gabaldon, Environmental Services Manager and Eric Martinez, Deputy Public Works Director</p>
18545-24	<p>Briefing/Report (Dept,BCC) - Action Requested</p> <p>Approval of the FY25 Salary Plan</p> <p>Department Name: CMO</p> <p>Drop Dead Date:</p>	<p>Consent</p> <p>Length of Presentation:</p> <p>Sponsors: Mary Tapia and Anne Laurent</p>
AGR1040-24	<p>General Services Agreement</p> <p>Approval of Services Agreement No. AGR XX-XX with [VENDOR], in an Amount Not to Exceed \$[AMOUNT], excluding NMGRT, for Micro Transit Software</p> <p>Department Name: PW</p> <p>Drop Dead Date:</p>	<p>Consent</p> <p>Length of Presentation:</p> <p>Sponsors: James Barela, Transit Manager and Juan Rael, Public Works Director</p>
AGR1048-24	<p>General Services Agreement</p> <p>Approval of Services Agreement No. AGR 24-48 with [VENDOR], in an Amount Not to Exceed \$[AMOUNT], excluding NMGRT, for Solid Waste Disposal Services</p> <p>Department Name: PW</p> <p>Drop Dead Date:</p>	<p>Consent</p> <p>Length of Presentation:</p> <p>Sponsors: Armando Gabaldon, Environmental Services Manager and Eric Martinez, Deputy Public Works Director</p>
18287-24	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>County Manager's Report for May 2024</p> <p>Department Name: CMO</p> <p>Drop Dead Date:</p>	<p>Council Business</p> <p>Length of Presentation:</p> <p>Sponsors: Anne Laurent, County Manager</p>
18664-24	<p>Briefing/Report (Dept, BCC) - No action requested</p> <p>Tickler Report of Upcoming Agenda Items</p> <p>Department Name: CC</p> <p>Drop Dead Date:</p>	<p>Council Business</p> <p>Length of Presentation:</p> <p>Sponsors: County Council - Regular Session</p>

File Number	Title	
18726-24	Briefing/Report (Dept,BCC) - Action Requested	Council Business
	Consideration and Possible Approval of the FY2025 Through FY2029 State Infrastructure and Capital Improvement Plan (ICIP) Submission	
	Department Name: CMO	Length of Presentation:
	Drop Dead Date:	Sponsors: Anne Laurent, County Manager, Danielle Duran and Erika Thomas
18809-24	Briefing/Report (Dept,BCC) - Action Requested	Council Business
	Consideration and Possible Action on Salary Adjustments Resulting from the Council Closed Session Discussions of Limited Personnel Matters--Personnel Evaluations of Contract Employees.	
	Department Name: CC	Length of Presentation:
	Drop Dead Date:	Sponsors: County Council - Regular Session
18453-24	Proclamation	Proclamation
	Proclamation Designating July 2024 as Park and Recreation Month (Accepted by Wendy Parker, Parks Superintendent and Katherine Hudspeth, Recreation Superintendent for the Community Services Department) - PLACEHOLDER	
	Department Name: CP&R	Length of Presentation:
	Drop Dead Date:	Sponsors: County Council
RE0597-24b	Resolution	PUBLIC HEARING
	Resolution 24-XX designating signatory authority for the administration Rural Infrastructure Grant Program (RIP) loan/grant agreement for the Water Production Electrical and Mechanical Upgrades Project.	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: James Alarid