



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 Ryti, Councilors*

Tuesday, June 25, 2024

6:00 PM

Council Chambers - 1000 Central Avenue

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

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

June 25, 2024 Closed Sessions 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. [18453-24](#)** 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)

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The following items are presented for Council approval under a single motion unless any item is withdrawn by a Councilor for further Council consideration in the agenda section entitled "Business."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. [AGR1049-24](#) Approval of Agreement AGR 24-970 to Albuquerque Asphalt, Inc. for On-Call Services for Roadway Repair and Construction for Public Works Traffic and Streets Division in an Amount Not to Exceed \$5,000,000 Plus Applicable Gross Receipts Tax

Presenters: Daniel Blea, Traffic and Streets Manager and Juan Rael, Public Works Director

Attachments: [A – AGR 24-970 – Albuquerque Asphalt, Inc.](#)
[B – State of New Mexico’s General Services Department Purchasing Statewide Price Agreement 10-80500-20-16874](#)

- B. [AGR1051-24](#) Approval of General Services, Agreement No. AGR 24-51 with Vega Architecture LLC in the Amount of \$1,615,868.81 for the site study and station design of Fire Station 4.

Presenters: Troy Hughes, Fire Chief and Xavier Anderson, Senior Management Analyst

Attachments: [A- AGR24-51 Vega Architecture FINAL](#)

- C. [AGR1054-24](#) Approval of Services Agreement No. AGR24-59 with Los Alamos Juvenile Justice Advisory Board, Inc. in the amount of \$2,131,620.00 plus Applicable Gross Receipts Tax, for the Purpose of Juvenile Programs and Restorative Justice

- Presenters:** Jessica Strong, Social Services Division Manager and Cory Styron, Community Services Director
- Attachments:** [A - AGR24-59 Juvenile Justice Advisory Board](#)
- D. [18857-24](#) Approval of County Council Minutes for the June 11, 2024 Regular Session.
- Presenters:** Naomi Maestas
- Attachments:** [A - Council Minutes for June 11, 2024](#)
- E. [18545-24](#) Approval of the FY25 Salary Plan
- Presenters:** Mary Tapia, Human Resources Manager, Bernadette Martinez, Assistant Human Resources Manager and Anne Laurent, County Manager
- Attachments:** [A - FY25 Salary Plan Job Class Order](#)
[B - Compliance Coordination Specialist Job Description](#)
[C - Deputy Airport Manager](#)
[D - Electric Production Resource Coordinator](#)
- F. [18550-24](#) Approval of Amended Policy No. 910-Travel Policy
- Presenters:** Melissa Dadzie, Chief Financial Officer and Anne Laurent, County Manager
- Attachments:** [A - Policy No. 910 - Travel \(Effective September 1, 2021\)](#)
[B - Amended Policy No. 910 - Travel Policy - Redlined Version](#)
[C - Amended Policy No. 910 - Travel Policy - Clean Version](#)
- G. [18880-24](#) Approval of the Collective Bargaining Agreement Between the Incorporated County of Los Alamos and the International Union of Police Associations (IUPA), AFL-CIO, Local No. 14
- Presenters:** Anne Laurent, County Manager and Linda Matteson, Deputy County Manager
- Attachments:** [A-IUPA CBA - Final](#)
- H. [18896-24](#) Approval of the Fiscal Year 2025 E-911 Grant Agreement from the Department of Finance and Administration Acting through the Local Government Division in an Amount Not To Exceed \$402,318.00
- Presenters:** Dino Sgambellone, Police Chief and Kate Stoddard, Consolidated Dispatch Manager

Attachments: [A - 25-E-12 Los Alamos - FY25 E-911 Grant Agreement FINAL.pdf](#)
[B - Los Alamos FY25 Grant Issue Letter-signed.pdf](#)

- I [18882-24](#) Approval of Budget Revision 2024-72 to Budget Funds for Various Grants (Annual Reconciliation of All Grants Received Across All Departments and Funds)

Presenters: Erika Thomas, Budget and Performance Manager and Melissa Dadzie, Chief Financial Officer

Attachments: [A - Budget Revision 2024-72](#)

9. PUBLIC HEARING(S)

- A. [RE0600-24](#) Incorporated County of Los Alamos Resolution No. 24-17, A Resolution of Support and Funding Commitment by the Incorporated County of Los Alamos for the Local MainStreet Program, as a Partner with Los Alamos MainStreet, a Program of the Los Alamos Commerce and Development Corporation (LACDC)

Presenters: Paul Andrus, Community Development Director

Attachments: [A - Public Notice of Resolution No. 24-17.pdf](#)
[B - Incorporated County of Los Alamos Resolution 24-17](#)
[C - MOU FY2025-FY2026](#)

- B. [RE0604-24](#) Incorporated County of Los Alamos Resolution No. 24-18, A Resolution Increasing Pick-up for PERA Contributions Previously Established by Resolution No. 22-23, by Authorizing the Incorporated County of Los Alamos to Pick-up 5.32% for FY25 and 5.47% for FY26 of PERA Member Contributions for Members Covered Under Municipal Police Plan 5

Presenters: County Council - Regular Session

Attachments: [A - Incorporated County of Los Alamos Resolution No. 24-11.pdf](#)
[B - Legal Notice of Publication.pdf](#)
[C - Resolution 22-23](#)
[D - Resolution 23-15](#)
[E - NMSA 1978, Section 10-11-84](#)
[F - Los Alamos Resolution No. 24-18 Revised](#)

10. BUSINESS

- A. [18837-24](#) Affordable Housing Plan Final Draft Overview

Presenters: Paul Andrus, Community Development Director and Dan Osborn, Housing and Special Project Manager

Attachments: [A - Affordable Housing Plan Draft](#)
[B - Presentation](#)
[C - Approval Letter from MFA.pdf](#)

11. COUNCIL BUSINESS

A. General Council Business

- 1) [18726-24](#) Consideration and Possible Approval of the FY2026 Through FY2030 State Infrastructure and Capital Improvement Plan (ICIP) Submission

Presenters: Erika Thomas, Budget and Performance Manager, Danielle Duran, Intergovernmental Affairs Manager and Anne Laurent, County Manager

Attachments: [A - FY2026 Through FY2030 ICIP Ranking List](#)
[B - ICIP Top Five Presentation](#)

- 2) [18809-24](#) Consideration and Possible Action on Salary Adjustments Resulting from the Council Closed Session Discussions of Limited Personnel Matters--Personnel Evaluations of Contract Employees

Presenters: County Council - Regular Session

B. Appointments

C. Board and Commission Vacancy Report

D. Board, Commission and Working Group Reports

E. County Manager's Report

- 1) [18287-24](#) County Manager's Report for May 2024

Presenters: Anne Laurent, County Manager

Attachments: [A - May County Manager's Update.pdf](#)

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) [18664-24](#) Tickler Report of Upcoming Agenda Items

Presenters: County Council - Regular Session

Attachments: [A - Tickler Report dated June 21, 2024.pdf](#)

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

June 25, 2024

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.:

Index (Council Goals):

Presenters:

Title

June 25, 2024 Closed Sessions Motion

Recommended Action

The following statement should be included in the minutes:

"The matters discussed in the Closed Sessions of County Council held on June 24, 2024 that began at 4:00 pm was limited only to the topics specified in the notice of the closed sessions, and no action was taken on any matter in the closed sessions. We request that this statement be included in the meeting minutes."



County of Los Alamos

Los Alamos, NM 87544
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Staff Report

June 25, 2024

Agenda No.: A.

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

Presenters: County Council

Legislative File: 18453-24

Title

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)

Body

WHEREAS, parks and recreation are an integral part of communities throughout this country, including Los Alamos County; and

WHEREAS, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation are a leading provider of healthy meals, nutrition services and education; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation are essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Los Alamos County recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY the Incorporated County of Los Alamos that July 2024, is recognized as

"PARK AND RECREATION MONTH"

in Los Alamos County, and ask our citizens to get outside and enjoy the multitude of special programs, activities and celebrations planned through our Community Services Department.



County of Los Alamos

Staff Report

June 11, 2024

Los Alamos, NM 87544
www.losalamosnm.us

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
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.: A.

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

Presenters: Daniel Blea, Traffic and Streets Manager and Juan Rael, Public Works Director

Legislative File: AGR1049-24

Title

Approval of Agreement AGR 24-970 to Albuquerque Asphalt, Inc. for On-Call Services for Roadway Repair and Construction for Public Works Traffic and Streets Division in an Amount Not to Exceed \$5,000,000 Plus Applicable Gross Receipts Tax

..Recommended Motion

I move that Council approve Agreement AGR 24-970 to Albuquerque Asphalt, Inc. for On-Call Services for Roadway Repair and Construction for Public Works Traffic and Streets Division in an Amount Not to Exceed \$5,000,000 Plus Applicable Gross Receipts Tax

..County Manager's Recommendation

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

Body

The County under Section 31-3(b)(4) Of the County Code of Ordinances allows procurement of services and construction with a person that has a contract with the State of New Mexico or any other New Mexico governmental entity, for the item, services or construction meeting the same standards and specifications as the items to be procured. Albuquerque Asphalt, Inc. is a party to the State of New Mexico's General Services Department Purchasing Statewide Price Agreement 10-80500-20-16874 (Attachment B).

The Public Works Department would like to use Albuquerque Asphalt, Inc. under the New Mexico Statewide Price Agreement. There is one agreement considered for the award (Attachment A). On-Call Services for Roadway Repair and Construction will provide on-call preventative maintenance for asphalt pavements, specifically mill and asphalt overlay services. This service extends the life of existing roadways, delaying the need for more expensive pavement reconstruction. This service will primarily serve the Public Works Traffic and Streets Division on an as-needed basis, Task Order based contract. The term of this agreement shall commence June 26, 2024, and shall continue through December 31, 2025, unless sooner terminated. Compensation is capped at a total of \$5,000,000 plus applicable gross receipts tax.

Task order signature approval is based on the associated compensation in accordance with the Procurement Code and if a Task Order exceeds \$300,000, the task order would be brought to Council for approval. The availability of this agreement provides staff the option to complete work based on quoted unit price, demonstrated availability, responsiveness, performance, and

quality of previous work particularly when urgent needs arise. There is no obligation to offer a minimum amount of work or compensation to the Contractor. Staff will be responsible for tracking the expenditures of the contract to ensure that contract limits are not exceeded.

Other County Departments may also utilize the On-Call Services in this Roadway Repair and Construction Agreement as needed.

Alternatives

Failing to award this contract would require staff to follow Procurement Code processes to procure such services on an individual project by project basis and delays would ensue.

Fiscal and Staff Impact/Planned Item

The Public Works Traffic and Streets Division will be the primary user of the services in this agreement. Task orders will primarily utilize approved Traffic and Streets budget. Other funding sources will be identified in cases where other County Departments wish to use the services of this agreement. The Public Works Department will oversee this agreement.

Attachments

A - AGR 24-970 - Albuquerque Asphalt, Inc.

B - State of New Mexico's General Services Department Purchasing Statewide Price Agreement 10-80500-20-16874



**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 **Albuquerque Asphalt, Inc.**, a New Mexico corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes June 26, 2024 ("Effective Date").

WHEREAS, County is in need of On-Call Services for Roadway Repair and Construction for Public Works Traffic and Streets Division ("Facility"); and

WHEREAS, Section 31-3(b)(4) of the County Code of Ordinances allows procurement of services and construction with a person that has a contract with the State of New Mexico or any other New Mexico governmental entity, for the item, services or construction meeting the same standards and specifications as the items to be procured; and

WHEREAS, Contractor is a party to the State of New Mexico's General Services Department Purchasing Statewide Price Agreement 10-80500-20-16874; and

WHEREAS, the County Council approved this Agreement at a public meeting held on June 25, 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. General.

- a. Contractor shall supply on-call construction, installation, maintenance, and replacement work to the County on an as-needed basis (hereafter "Services") at the prices listed in Compensation Rate Schedule, attached hereto as Exhibit A, and made a part hereof for all purposes. County reserves the right, at its sole discretion, to separately quote or bid any construction project pursuant to the provisions of this Agreement. Contractor shall supply all materials, and specialty rental equipment.
- b. All work performed under this Agreement shall conform to the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications (current editions), which are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html>.
- c. Contractor shall ensure that the products used in conjunction with this Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project.
- d. Contractor shall provide competent supervision and skilled personnel to perform all work covered by this Agreement.

- e. Contractor shall be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.
- f. Mobilization shall be in conformance with the rates in Exhibit A and shall be on a per mile basis. Mileage shall be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment shall be for whichever distance is less. No payment shall be made for the Contractor's return to their designated base station. County's Traffic and Streets Manager or their designee shall approve the distance used for payment and their decision shall be final.
- g. Hauling of material shall be billed on a per hour or per ton mile basis in conformance with the rates in Exhibit A. County's Traffic and Streets Manager or their designee shall approve the distance and time used for payment and their decision shall be final.
- h. Projects requiring traffic control must conform to the Manual of Uniform Traffic Control Devices and must be approved by Los Alamos County Traffic Division staff prior to work commencing. If a single traffic control plan can be used for multiple areas, the County may approve this practice. If appropriate and acceptable, the traffic control plan should list each area covered by the single plan that applies. Traffic permit fees shall be waived by the County, for County projects.
- i. Contractor shall furnish to County a one (1) year warranty for workmanship after initial acceptance. If warranties are called for in the specifications or given by the manufacturer in excess of one (1) year, all defects shall be corrected as stated previously for the warranty period.

2. Task Order Process

- a. All Services shall be performed by Task Order. County will generally provide at least two (2) business days' notice, to alert and request Contractor to perform the Services required under any Task Order. Task Orders shall be scheduled for work around a regular five (5) day work week, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
- b. County's Project Manager shall request the Services of Contractor for individual or multiple projects through a written Request for Quote(s). Each written Request for Quote(s) shall identify the work and Services to be performed and a timeline for completion. A written Request for a Quote(s) may be as detailed or may include plans and specifications for the purpose of defining the specific Scope of Services within a Task Order, as County finds necessary to assure appropriate oversight of the Services to be performed.
- c. Upon the County's issuance of a written Request for Quote(s), Contractor shall provide a written, itemized quote for the task(s), work, and/or Services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Services. Costs shall conform to the rates described in Exhibit A, Compensation Rate Schedule, as a fixed price. Any proposed progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by County's Project Manager. Preparation and work performed to prepare Quotes shall be considered incidental to the awarded Task Order and not compensable. A sample Task Order is provided in Exhibit B, attached hereto, and made a part hereof for all purposes.
- d. If Contractor's Quote is signed by Contractor and acceptable to County, County's Project Manager shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the Services. Contractor is authorized to begin Services only upon receipt of the Approved Task Order.

- e. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the Approved Task Order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the Services in the first instance, shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order must be agreed upon by County prior to Contractor continuing the performance of Services. Amended Task Orders shall be identified with letters following the Task Order number, i. e. (TO1A, TO1B, etc.). In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum aggregate amount of compensation set forth herein unless modified in writing and mutually agreed upon by the Parties. Unanticipated events shall not necessarily form the basis for additional compensation to Contractor.
- f. Contractor shall take any and all actions to timely complete the Services agreed to in the Approved Task Order.
- g. This Agreement shall not provide Contractor with a guarantee that County will accept Contractor's Quotes or award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any project. County's issuance of a written Request for Quote(s) is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quote(s) as needed.

3. Pay of Prevailing Wages and Bond Requirements

- a. Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and inform the Contractor prior to the preparation of the Task Order.
- b. Contract Performance Bonds and Payment Bonds: When an individual Task Order is awarded in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the individual Task Order. A sample Performance Bond and Payment Bond are attached hereto as Exhibit C, and made a part hereof for all purposes:
 - i. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to one hundred (100%) percent of the price specified in the individual Task Order; and
 - ii. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to one hundred (100%) percent of the price specified in the individual Task Order.

SECTION B. TERM: The term of this Agreement shall commence June 26, 2024, and shall continue through December 31, 2025, unless sooner terminated, as provided herein. The Agreement may be renewed by mutual agreement of the Parties, for an additional one (1) year term, consistent with applicable procurement and appropriations laws.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the Compensation Rate Schedule set out in Exhibit A. Compensation for this Agreement shall not exceed FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) over

the entire Term of this Agreement and which amount does not include applicable New Mexico gross receipts taxes (“NMGRT”). There shall be no reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.

- 2. Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor’s Services, as specified herein, throughout the Term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services originally estimated by County and specified in Section C(1) herein, unless approved by Amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an Amendment to this Agreement. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the not-to-exceed amount of this Agreement and any subsequent Amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
- 3. Invoices.** Contractor shall submit itemized invoices to County’s Traffic and Streets Manager or designee showing amount of compensation due, amount of any NMGRT, and total amount payable. The invoice shall include a copy of the agreed upon and accepted pricing based on the attached Exhibit A. Payment of undisputed amounts shall be due and payable thirty (30) days after County’s receipt of the invoice. Itemized invoices shall be submitted at the completion of Task Order/s unless the Traffic and Street Manager or their designee specifies differently in writing to the Contractor.

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 involving intellectual property rights, if any, 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 and Automobile Liability Insurance shall name County as an additional insured.

- 1. General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
- 2. Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

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

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

County:

Traffic and Streets Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

E-mail: daniel.blea@lacnm.us

Contractor:

Robert B. Wood, President
Albuquerque Asphalt, Inc.
P.O. Box 66450
Albuquerque, New Mexico 87193

With a copy to:

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

E-mail: ~attorney@lacnm.us

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 is attached as Exhibit D. Contractor must submit this form with this Agreement, if applicable.

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

SECTION AD. 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 E. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

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

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

ALBUQUERQUE ASPHALT, INC., A NEW MEXICO CORPORATION

BY: _____ **DATE**
ROBERT B. WOOD
PRESIDENT

**Exhibit A
Compensation Rate Schedule
AGR24-970**

Items	Approx. Qty.	Unit	Article and Description	Price
001	1	SY	Cold Central Plant Recycle 0 - 2000 S.Y. 3" to 6" Depth	\$21.00
002	1	SY	Cold Central Plant Recycle 0 - 2000 S.Y. 6.1" to 9" Depth	\$23.00
003	1	SY	Cold Central Plant Recycle 0 - 2000 S.Y. 9.1" to 12" Depth	\$25.00
004	1	SY	Cold Central Plant Recycle 2001 - 4000 S.Y. 3" to 6" Depth	\$13.50
005	1	SY	Cold Central Plant Recycle 2001 - 4000 S.Y. 6.1" to 9" Depth	\$15.70
006	1	SY	Cold Central Plant Recycle 2001 - 4000 S.Y. 9.1" to 12" Depth	\$20.00
007	1	SY	Cold Central Plant Recycle Above 4000 S.Y. 3" to 6" Depth	\$7.77
008	1	SY	Cold Central Plant Recycle Above 4000 S.Y. 6.1" to 9" Depth	\$12.20
009	1	SY	Cold Central Plant Recycle Above 4000 S.Y. 9.1" to 12" Depth	\$17.00
010	1	SY	Full Depth Reclamation 0 - 2000 S.Y. 3" to 6" Depth	\$19.25

Items	Approx. Qty.	Unit	Article and Description	(AA) Price
011	1	SY	Full Depth Reclamation 0 - 2000 S.Y. 6.1" to 9" Depth	\$22.00
012	1	SY	Full Depth Reclamation 0 - 2000 S.Y. 9.1" to 12" Depth	\$25.00
013	1	SY	Full Depth Reclamation 2001 - 4000 S.Y. 3" to 6" Depth	\$14.00
014	1	SY	Full Depth Reclamation 2001 - 4000 S.Y. 6.1" to 9" Depth	\$15.00
015	1	SY	Full Depth Reclamation 2001 - 4000 S.Y. 9.1" to 12" Depth	\$18.00
016	1	SY	Full Depth Reclamation Above 4000 S.Y. 3" to 6" Depth	\$5.67
017	1	SY	Full Depth Reclamation Above 4000 S.Y. 6.1" to 9" Depth	\$7.76
018	1	SY	Full Depth Reclamation Above 4000 S.Y. 9.1" to 12" Depth	\$11.99
019	1	Ton	Asphalt Binder	\$695.00
020	1	Ton	Mineral Filler	\$215.00
021	1	SY- IN	Cold Milling (Asphalt) 0" - 6"	\$0.67
022	1	SY- IN	Cold Milling (Asphalt) 6.1" - 9"	\$0.67
023	1	SY	Unstable Subgrade Stabilization	\$10.00

024	1	Ton	Placement of Contractor provided Minor Pavement Type I - SPIII w/PG 70-22, 0 - 1,500 Ton	\$101.00
025	1	Ton	Placement of Contractor provided Minor Pavement Type I - SPIII w/PG 70-22, 1,501 - 3,000 Ton	\$95.00
026	1	Ton	Placement of Contractor provided Minor Pavement Type I - SPIII w/PG 70-22, Above 3,000 Ton	\$90.45
027	1	Ton	Placement of Contractor provided Minor Pavement Type I - SP IV w/PG 70-22, 0 - 1,500 Ton	\$104.00
028	1	Ton	Placement of Contractor provided Minor Pavement Type I - SP IV w/PG 70-22, 1,501 - 3,000 Ton	\$97.00
029	1	Ton	Placement of Contractor provided Minor Pavement Type I- SP IV w/PG 70-22, Above 3,000 Ton	\$93.00
030	1	Ton	Placement of State provided Minor Pavement Type I - SPIII w/PG 70-22, 0 - 1,500 Ton	\$28.52
031	1	Ton	Placement of State provided Minor Pavement Type I - SP III w/PG 70-22, 1,501 - 3,000 Ton	\$22.57
032	1	Ton	Placement of State provided Minor Pavement Type I - SPIII w/PG 70-22, Above 3,000 Ton	\$18.26

033	1	Ton	Placement of State provided Minor Pavement Type I - SPIV w/PG 70-22, 0-1,500 Ton	\$28.52
034	1	Ton	Placement of State provided Minor Pavement Type I - SPIV w/PG 70-22, 1,501-3,000 Ton	\$22.57
035	1	Ton	Placement of State provided Minor Pavement Type I - SPIV w/PG 70-22, Above 3,000 Ton	\$19.26
036	1	Ton	Placement of Contractor provided Minor Pavement Type II - SPIII w/PG 70-22, 0 - 1,500 Ton	\$138.00
037	1	Ton	Placement of Contractor provided Minor Pavement Type II - SPIII w/PG 70-22, 1,501 - 3,000 Ton	\$128.00
038	1	Ton	Placement of Contractor provided Minor Pavement Type II - SPIII w/PG 70-22, Above 3,000 Ton	\$125.00
039	1	Ton	Placement of Contractor provided Minor Pavement Type II - SP IV w/PG 70-22, 0 - 1,500 Ton	\$141.00
040	1	Ton	Placement of Contractor provided Minor Pavement Type II - SP IV w/PG 70-22, 1,501 - 3,000 Ton	\$130.00
041	1	Ton	Placement of Contractor provided Minor Pavement Type II - SP IV w/PG 70-22, Above 3,000 Ton	\$127.00

042	1	Ton	Placement of State provided Minor Pavement Type II - SPIII w/PG 70-22, 0 - 1,500 Ton	\$65.53
043	1	Ton	Placement of State provided Minor Pavement Type II - SP III w/PG 70-22, 1,501-3,000 Ton	\$55.96
044	1	Ton	Placement of State provided Minor Pavement Type II - SPIII w/PG 70-22, Above 3,000 Ton	\$53.30
045	1	Ton	Placement of State provided Minor Pavement Type II - SPIV w/PG 70-22, 0-1,500 Ton	\$66.53
046	1	Ton	Placement of State provided Minor Pavement Type II - SPIV w/PG 70-22, 1,501-3,000 Ton	\$55.96
047	1	Ton	Placement of State provided Minor Pavement Type II - SPIV w/PG 70-22, Above 3,000 Ton	\$53.30
048	1	Ton	Placement of Contractor provided Tack Coat Material	\$590.00
049	1	Ton	Placement of Contractor provided Prime Coat Material	\$604.00
050	1	Hour	Traffic Control to include traffic control plan URBAN	\$445.00
051	1	Hour	Traffic Control to include traffic control plan RURAL	\$430.00
052	1	LF	Temporary Pavement Markings	\$0.48

053	1	LF	Permanent Pavement Markings	\$0.29
054	1	Mile	Mobilization- Cold Central Plant Recycle	\$110.00
055	1	Mile	Mobilization- Full Depth Reclamation	\$150.00
056	1	Hour	Hauling of Material	\$96.00
057	1	Ton Mile	Hauling of Material: 0-25 miles from Central Plant/Supplier	\$0.34
058	1	Ton Mile	Hauling of Material: 26-50 miles from Central Plant/Supplier	\$0.30
059	1	Ton Mile	Hauling of Material: 51-75 miles from Central Plant/Supplier	\$0.28
060	1	Ton Mile	Hauling of Material: 76-100 miles from Central Plant/Supplier	\$0.27
061	1	Ton Mile	Hauling of Material: 101-125 miles from Central Plant/Supplier	\$0.26
062	1	Ton Mile	Hauling of Material: 126-150 miles from Central Plant/Supplier	\$0.25
063	1	Ton Mile	Hauling of Material: over 150 mile from Central Plant/Supplier	\$0.24

*** 63 Items Total ***

SY or S.Y. means square yard

**Exhibit B
SAMPLE TASK ORDER
AGR24-970**

AGR24-956 TASK ORDER #1 Albuquerque Asphalt, Inc – On-Call Services for Roadway Repair and Construction and related services.

DATE PREPARED: August 1, 2024

CHARGE: XXXXXXXXX-XXXX

CONTRACT MANAGER: Name, Phone. All changes in scope, budget or schedule (extensions) need to be approved in advance by Project Manager.

COUNTY REQUESTOR/CONTACT: Name, Phone. All changes in scope, budget or schedule (extensions) need to be approved in advance by Name, Phone.

ATTACHMENTS:

1. Proposal from Albuquerque Asphalt, Inc. dated June 15, 2024, in the amount of \$XX,XXX.00 plus NMGR.

COMMENCE WORK DATE: Upon issuance of Purchase Order

REQUESTED DELIVERY DATE: All work on this Task Order to be complete as soon as possible.

SCOPE OF WORK REQUESTED:

This is usually a list of line items from the contract or new items required specific to the individual task. In a spreadsheet / table format similar to the "Total Cost" spreadsheet below

DELIVERABLE:

1. Completed project.

ESTIMATED COST:

1. Cost \$XX,XXX.00 plus NMGR.

ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses): \$XXX,XXX.00

CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT): \$ XX,XXX.00

Estimated Balance Included in this Task Order: \$ XX,XXX.00

Exhibit C
AGR24-970
Administrative Forms
Performance Bond



LOS ALAMOS

Bond No. _____

We as Principal, hereinafter referred to as Contractor, and _____ a corporation organized and existing under and by the virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, hereinafter called Surety, are held and firmly bound unto the Incorporated County of Los Alamos, hereinafter referred to as County, in the penal sum of one hundred percent (100%) of the Contract Price of _____ dollars (\$_____), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are such that, whereas, Contractor has been awarded and has agreed to enter into a certain Contract with the Incorporated County of Los Alamos, to which this Performance Bond shall be attached and incorporated therein, for performance of Work or services on Project specifically described in the Contract document for:

**Incorporated County of Los Alamos
Agreement No. – AGR24-970 Albuquerque Asphalt Inc.**

and if Contractor shall perform and complete all of the undertakings, covenants, terms, and obligations of said Contract during the original term thereof, and any extensions which may be granted by County with or without notice to the Surety, and if Contract shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay County all outlay and expenses which County may incur in making good any default, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Performance Bond Continued

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six (6) months following the expiration of said express guarantees, if any.

The Surety acknowledges that said Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Right of action with respect to any express guarantees, if any, in said Contract shall accrue following completion and formal acceptance of the work under said contract.

The right to sue on this bond accrues only to the contracting agency and the parties to whom New Mexico Statutes Annotated, 1978 Comp. 13-4-18 through 13-4-20, as amended, grant such right; and such right shall be exercised only in accordance with the provisions and limitation of said statutes.

PROVIDED, FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of Contract. The Agreement, including all Exhibits and Attachments, or the work to be performed thereunder accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract.

PROVIDED, FURTHER, that no final settlement between County and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument may be executed in two counterparts, each one of which shall be deemed as an original, this _____ day of _____, 20_____.

The undersigned state that they have the authority to enter into said Contract.

CONTRACTOR AS PRINCIPAL:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

SURETY:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Exhibit C
AGR24-970
Administrative Forms
Payment (Labor and Materials) Bond



LOS ALAMOS

Payment (Labor and Materials) Bond for the Protection of all Persons Supplying Labor and Material to the Contractor or its Sub-contractors

Bond No. _____

We _____ as Principal, hereinafter called Contractor, and _____, a Corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the Surety, are held and firmly bound unto the Incorporated County of Los Alamos as Obligee, hereinafter County , in the amount of _____ Dollars (\$ _____), in the penal sum of one hundred percent (100%) of the Contract Price of _____ dollars (\$ _____), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

Payment (Labor and Materials) Bond is for the Protection of all Persons Supplying Labor and Material to the Contractor or its Sub-contractors.

WHEREAS, Contractor has agreed to enter into the Contract:

**Incorporated County of Los Alamos
Agreement No. – AGR24-970 Albuquerque Asphalt Inc.**

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and materials and supplies be furnished under the original contract or any contract thereunder, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject, however to the following conditions:

Exhibit D
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
AGR24-970

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit E
Confidential Information Disclosure Statement
AGR24-970

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: Robert B. Wood, President
Albuquerque Asphalt, Inc.
P.O. Box 66450
Albuquerque, New Mexico 87193
Email: bobw@alb-asphalt.com

County: Traffic and Streets Manager
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.



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number: 10-80500-20-16874

Amendment No.: Four

Term: April 28, 2021 - April 27, 2025

Ship To:
**New Mexico Department of Transportation
Various Locations in District 6**

Procurement Specialist: Mikayla Trujillo

Telephone No.: (505) 469-1092

Email: Mikayla.Trujillo@gsd.nm.gov

Invoice:
**New Mexico Department of Transportation
PO Box 2160
Milan, NM 87021**

**For questions regarding this contract please contact:
Morris Hurtado (505) 490-7201**

Title: Foamed Asphalt Stabilized Base D-6

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 28, 2024 to April 27, 2025 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 4/22/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

JC



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number: 10-80500-20-16874

Amendment No.: Three

Term: April 28, 2021 – April 27, 2024

Ship To:
New Mexico Department of Transportation
Various Locations in District 6

Procurement Specialist: Karen G. Acosta Gonzalez *KGA*

Telephone No.: (505) 372-9264

Email: Karen.Acosta-Gonzal@gsd.nm.gov

Invoice:
New Mexico Department of Transportation
PO Box 2160
Milan, NM 87021

For questions regarding this contract please contact:
Angela Martinez – (505) 570-7940

Title: Foamed Asphalt Stabilized Base D-6

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 28, 2023 to April 27, 2024 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: *3/21/2023*

New Mexico State Purchasing Agent

X **This Agreement was signed on behalf of the State Purchasing Agent**



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number: 10-80500-20-16874

Amendment No.: Two

Term: April 28, 2021 – April 27, 2023

Ship To:
**New Mexico Department of Transportation
Various Locations in District 6**

Procurement Specialist: Karen G. Acosta Gonzalez *KGA*

Telephone No.: (505) 372-9264

Email: Karen.Acosta-Gonzal@state.nm.us

Invoice:
**New Mexico Department of Transportation
PO Box 2160
Milan, NM 87021**

**For questions regarding this contract please contact:
Angela Martinez – (505) 570-7940**

Title: Foamed Asphalt Stabilized Base D-6

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 28, 2022 to April 27, 2023 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 3/15/2022

Mark Hayden, New Mexico State Purchasing Agent

x This Agreement was signed on behalf of the State Purchasing Agent



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number: 10-80500-20-16874

Amendment No.: One

Term: April 28, 2021 through April 27, 2022

Ship To:
New Mexico Department of Transportation
Various Locations in District 6

Procurement Specialist: Susan Inman

SI

Telephone No.: (505) 795-5551

Email: susan.inman@state.nm.us

Invoice:
New Mexico Department of Transportation
P.O. Box 2160
Milan, NM 87021

For questions regarding this contract please
contact: Angela Martinez (505) 570-7940

Title: Foamed Asphalt Stabilized Base D-6

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Correct Agreement Term date to April 28, 2021 through April 27, 2022.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date 5/3/2021

x This Agreement was signed on behalf of the State Purchasing Agent



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
3 Vendors, see page 6

Price Agreement Number: **10-80500-20-16874**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See page 6**

Ship To:
New Mexico Department of Transportation
Various Locations in District 6

Procurement Specialist: **Susan Inman**

Telephone No.: **(505) 695-7551**

Email: **susan.inman@state.nm.us**

Invoice:
New Mexico Department of Transportation
P.O. Box 2160
Milan, NM 87021

For questions regarding this agreement please contact:
Angela Martinez (505) 570-7940

Title: Foamed Asphalt Stabilized Base D-6

Term: April 28, 2021 through April 29, 2022

This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date 4/27/2021

New Mexico State Purchasing Agent

X This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

VL

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Price Agreement #: 10-80500-20-16874

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

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Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
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Awarded Vendors:

(AA) 0000047738

Albuquerque Asphalt, Inc.
PO Box 66450
Albuquerque, NM 87193
(505) 831-7311
dan@alb-asphalt.com

Payment Terms: Net 30
Delivery: As Requested

(AB) 0000079240

Fisher Sand & Gravel- NM Inc.
PO Box 2340
Placitas, NM 87043
(505) 867-2600
mmoehn@fisherind.com

Payment Terms: Net 30
Delivery: Destination

(AC) 0000047577

Mountain States Constructors, Inc.
3601 Pan American Freeway NM, Suite #111
Albuquerque, NM 87107
(505) 292-0108
rob@smconstructors.com

Payment Terms: Net 30
Delivery: As Requested

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Specifications

The purpose of this Invitation to Bid (ITB) is to establish a Price Agreement for Foamed Asphalt Stabilized Base Pavement, Cold Central Plant Recycling or Full Depth Reclamation for the New Mexico Department of Transportation (NMDOT) District 6. This Price Agreement includes materials, labor and equipment as per the specifications contained herein.

Minimum Requirements:

All work performed under this Price Agreement shall meet the specifications as set forth in this Invitation to Bid, and all applicable New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications (current edition). They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 827-5159.

The Vendor shall perform with its own organization at least 40% of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, Vendors shall obtain prequalified status with the NMDOT as a condition to submitting a bid.

Vendors are required to ensure that the products used in conjunction with this Price Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 216-8777.

Term:

The term of this price agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years

Performance, Payment and Material Bonds:

Upon the issuance of a purchase order, the awarded Vendor(s) must provide a performance bond, payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another awarded vendor and difference being charged back to the originally awarded Vendor(s).

The performance bond is to secure the NMDOT for losses and damages sustained by reason of default by Vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by NMDOT.

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Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the vendor providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

The Vendor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

Bid Review:

NMDOT shall perform a bid analysis of all bids received for this Invitation to Bid that require the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be sent to the State Purchasing Division (SPD) for final determination and awarding.

Method of Award:

Method of award shall be to multiple Vendors. For a bid to be considered for award, Vendors must submit bids for all items in District 6 (See Attachment A, page 60).

Utilization of Vendors:

The following procedure for the utilization of Vendors shall be used on multiple award price agreements.

1. The selection of a Vendor from a multiple award price agreement to complete a project shall be based on the purchase order utilizing pricing contained within this price agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Vendor.
3. The Vendor selected to perform the work on the project shall be the Vendor providing services for the specific project estimate at the lowest overall cost to the NMDOT and able to meet all project delivery requirements including project schedule. A Vendor **not** offering the lowest cost to the NMDOT can be used for the specific project if the Vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

Public Works minimum Wage Act:

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This is a Public Works Price Agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the Vendor during the life of this Price Agreement.

If a Vendor or Sub-contractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the Vendor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at:

<http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>

The Vendor Agrees To:

- A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Vendor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Vendor's and/or its employees, own negligent act(s) or omission(s) while Vendor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this price agreement.

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Vendor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.
- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

Insurance Requirements:

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The Vendor shall procure and maintain at the Vendor's expense, insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Vendor, the Vendor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence
(annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence
(annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
 1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of:
 1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
- d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.

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2. Automobile liability insurance coverage for the Vendor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence
(annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- (B) **Worker's compensation insurance:** The Vendor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Vendor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

- (C) **Certificate of Insurance/Department as Additional Insured:** The Vendor being awarded this Price Agreement shall furnish evidence of Vendor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be required before the "Notice to Proceed" is issued.

The Vendor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Vendor, pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the NMDOT thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The NMDOT shall not issue a notice to proceed until such time as the above requirements have been met.

- (D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Vendor. The NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

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- (E) **Other Required Insurance:** The Vendor shall procure and maintain, when required by the NMDOT form and types of bailee insurance such as, but not limited to, builder's risk insurance, Vendor's equipment insurance, rigger's liability property insurance, etc. in an amount necessary to protect the NMDOT against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Vendor, including property of others being installed, erected or worked upon by the Vendor, his agents, or Sub-Contractors.
- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Vendor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Vendor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

\$2,000,000 each occurrence

Liability and Physical Damage to Property:

\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

Payments and Invoicing:

Within fifteen (15) days after the date the NMDOT receives written notice from the Vendor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Vendor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid

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balance due on the purchase order to the Vendor at the rate of one and a half (1½) percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the New Mexico Department of Transportation's Secretary of his/her duly authorized representative. The Vendor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Vendor fails to comply with the workers' compensation act and applicable rules when required to do so the purchase order may be canceled effective immediately.

Escalation Clause:

In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the SPD. Final determination on the approval or disapproval of the escalation request will be made by SPD.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

Contract Order:

The Contractor Agrees to:

- A. Furnish and install materials as specified by written notification.
- B. Be responsible for cleaning, removal and disposal of all debris emanating from work performed and disposal of all debris generated by repair operations, as approved by the District Engineer or the

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District Engineer's designee. Final payment may be withheld subject to written approval by the District Engineer or the District Engineer's designee.

- C. Mobilization: The Contractor must designate one home office in the State of New Mexico for the terms of this agreement; the Contractor shall furnish the District Engineer or the District Engineer's designee with mileage for every move of thirty (30) miles or more, one way. No payment shall be made for moves less than 30 miles. Payments will be for one way movement only. In cases where the Contractor moves for his convenience, he will not be paid for the mileage upon returning to his previous worksite or to a location within thirty (30) miles of the previous worksite.
- D. Traffic Control: The Contractor (or through an approved sub-contractor) shall submit for approval the necessary traffic control plans (TCP) for the location(s) specified by the work. The TCP shall be in conformance with the MUTCD, be computer generated, and be submitted for approval by the District Traffic Engineer at least five (5) working days before work is to commence. The Contractor or approved subcontractor shall furnish all necessary traffic control devices required by the approved TCP. No traffic control at a given location shall be paid for if no work is being performed and the location could be (or is) open to traffic. For payment purposes, this item will be paid from setting up of the traffic control to when the work is completed and will not include the breakdown of the devices for the day.
- Urban Traffic Control is defined as within corporate limits of urban areas as designated by District Engineer or designee to include all traffic control devices required for adequate handling of traffic in accordance with the approved TCP.
- Rural Traffic Control is defined as areas not within designated corporate limits or as designated by District Engineer or the District Engineer's designee to include all traffic control devices required for adequate handling of traffic in accordance with the approved TCP.
- E. Temporary Pavement Markings: The Contractor shall delineate the travel lanes by the following methods: provide and install temporary pavement tabs; install temporary painted markings; or provide and install temporary tape. The Contractor shall properly maintain all reflectorized markings for a period of two (2) weeks after placement. The Engineer of the using agency or his/her designee will have the option to decide which type of markings the Contractor is to provide. Pavement markings shall be installed at the end of each day's operations and shall be immediately tamped after application until it thoroughly adheres to the finished asphalt surface. Construction staking will be considered incidental to the work and no separate payment will be made.
- F. Permanent Pavement Markings: The Contractor shall apply pavement markings when the pavement surface is dry and the weather is not foggy, rainy, excessively windy, or otherwise detrimental to the application of markings. Pavement markings must be installed per the manufacturer's recommendations. Ensure the surface is free from excess asphalt or other deleterious substances before applying traffic paint or beads. Remove dirt, debris, grease, motor oils, rocks, or chips from the pavement surface before applying markings. Apply paint at a minimum rate of 19.75 gallons per mile of paint for a solid four (4) inch line and 4.94 gallons per mile for a broken four (4) inch line, based on a ten (10) foot stripe and a 30 foot gap. Apply other widths of striping at appropriate multiples of these minimum rates for solid and broken paint stripes. Construction staking will be considered incidental to the work and no separate payment will be made.

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- G. Cold Milling: The Contractor shall perform this work in accordance with 2019 Standard Specification Section 414, Cold Milling.
- H. Unstable Subgrade Stabilization: The Contractor shall perform this work in accordance with 2019 Standard Specification Section 203-A, Unstable Subgrade Stabilization.
- I. The Contractor shall be liable for satisfactory workmanship of all operations for a period of One (1) year after initial acceptance. Any defects attributed to faulty workmanship or faulty material shall be satisfactorily repaired, all at no cost to the State, in an acceptable manner and within the time limits set by the District Engineer or the District Engineer's designee. Defects attributed to faulty material will be resolved by the Contractor, supplier and/or manufacturer. If warranties are called for in the specifications or given by manufacturer in excess of one (1) year, all defects shall be corrected as stated previously for the warranty period.

Special Precautions: Whenever work is to be done at intersections where wire loop sensors are imbedded into the existing pavement, the Traffic Engineer of the using agency shall be notified in advance so that necessary adjustments may be made to replace any damaged wire loop sensors.

Scope of Work:

This work consists constructing a stabilized base composed of reclaimed asphalt pavement (RAP), reclaimed aggregate material, new aggregates, mineral filler, or any combination of the above, stabilized with foamed asphalt binder. Placing Minor Pavement over the stabilized base. When necessary, the work will include cold milling.

General Notes:

- 1. For the determination of any design parameters for Minor Pavement, the estimated traffic shall be greater than or equal to three (3) million to less than ten (10) million ESAL's.
- 2. Vendor is to supply certified scale weigh ticket indicating gross, tare, net weight and purchase order number.

**SPECIAL PROVISIONS
FOR
SECTION 301-A: FULL DEPTH RECLAMATION - FOAMED ASPHALT
STABILIZED BASE**

All provisions of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition, shall apply in addition to the following:

301-A.1 DESCRIPTION

Full Depth Reclamation Foamed Asphalt Stabilized Base (FDR) is defined as those processes in which all of the asphalt pavement layers (either un-milled or the milled remaining) and some portion of the underlying unbound layers are pulverized and stabilized primarily with foamed asphalt and mineral filler and compacted in place by a self-propelled machine to the lines, grades and depths indicated in the Contract.

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Corrective RAP is a Department furnished source of reclaimed asphalt pavement (RAP) which shall be used by the Contractor to supplement existing Materials when specified as Corrective RAP in the Contract. Existing RAP stockpile locations will be designated in the Contract.

301-A.2 MATERIALS

301-A.2.1 Composition of Job Mix Formula (JMF)

The Contractor shall furnish a mixture composed of RAP, reclaimed aggregate, Corrective RAP (when specified), mineral filler, or any combination of the above as indicated in the Contract, stabilized with a foamed asphalt binder to meet the gradation and mix requirements of Table 301-A.2.1:1 "Gradation Requirements" and Table 301-A.2.1:2, "Mix Requirements".

**Table 301-A.2.1:1
Gradation Requirements**

Sieve Size	Minimum Percent Passing
3.0 in	100

**Table 301-A.2.1:2
Mix Requirements**

Design Parameters	Value
Marshall Compacted Specimen, AASHTO T 245 Compaction, number of blows each end of test specimen	75
Marshall Stability, AASHTO T 245, min, lbs. ¹	1625
Indirect Tensile Strength, AASHTO T 283^{1, 2} (1) Tensile Strength DRY, min. psi (2) Tensile Strength CONDITIONED, min. psi	45 30
Foamed Asphalt Binder Expansion Characteristics @ 320, 338, & 356°F³ (1) Half-Life of foamed expansion, min, second. ⁴ (2) Expansion Ratio, min	8 10

¹Cure sample to constant mass at 104°F before testing.

²AASHTO T 283 Section 7 Preparation of Field-Mixed, Laboratory-Compacted Specimens shall be followed. Compact the mixture to the design air voids. In lieu of subsection 7.5 cure pucks for 72 hours in a 104°F (40°C) oven. The Contractor shall follow Section 10, Preconditioning of Test Specimens and Section 11, Testing. The air voids requirements, loose mix curing, and freeze-thaw cycles will not be required per AASHTO T 283 test procedure. Conditioned samples shall be soaked for 24 hours.

³Graph half-life to expansion ratio for the three temperatures and percentages of water (1-3%) to determine the minimum foamed asphalt characteristics. PG binders shall meet the requirements of Standard Specifications Section 402, "Asphalt Materials and Mineral Admixtures".

⁴Total time for foamed asphalt to settle to half of the maximum foamed volume.

The ratio of residual asphalt in the bituminous binder to dry cement (mineral filler) shall be at least 3:1. In addition, the cement (mineral filler) shall be limited to not more than 1.5 percent by dry weight of RAP Material.

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301-A.2.2 Submittal of JMF's

The Contractor shall submit written JMF's for approval at least 14 Days before production to the Project Manager and the State Pavement Engineer. The Contractor shall not commence FDR Work until JMF's are approved. The Contractor shall develop enough mix designs to account for variations in pavement section and Material thickness along the Project length. Samples of existing Materials shall be taken along the Project length, and at Department furnished RAP sources (when specified), at appropriate intervals sufficient enough to develop mix designs that represent the pavement section variability to the depth of reclamation as indicated in the Plans. The mix design shall be performed by an AASHTO resource certified Laboratory with the proper Equipment for determining a foamed asphalt mix design(s) and the requirements of Table 301-A.2.1:2 "Mix Requirements".

301-A.2.3 Determination of JMF's

For each JMF, the Contractor shall provide samples and perform the following tests to determine the JMF's:

1. Aggregate: Provide samples representing the RAP, reclaimed aggregate, existing aggregate base, and Corrective RAP (when specified);
 - 1.1 Gradation of processed Material (AASHTO T 27 & T 11);
 - 1.2 Plasticity Index (AASHTO T 89 & T 90);
2. Foamed Asphalt Binder: Provide a minimum of five 1-gallon samples of the asphalt binder and the identity of the source of binder;
 - 2.1 Measure the expansion ratio and foam half-life of the asphalt binder at the three (3) temperatures per Table 301-A.2.1:2 "Mix Requirements";
3. Water: Water shall be clean and free from deleterious concentrations of acids, alkalis, salts, or other organic or chemical substances. Water of questionable quality shall be tested per AASHTO T 26. Designate the target moisture content to be used in the recommended mix design(s) used during production;
4. Mineral Filler: Hydraulic cement, in either dry or slurry form, may be added to the reclaimed mixture as determined by the mix design. Slurry made from hydraulic cement should contain a minimum of 30 percent dry solids content. Cement used for FDR shall comply with the latest Specifications for hydraulic cement (AASHTO M 85, AASHTO M 240). The ratio of residual asphalt in the bituminous binder to dry cement should be at least 3:1. In addition, the cement shall be limited to no more than 1.5 percent by dry weight of reclaimed mixture. The Contractor at the time of the mix design submittal shall inform the Department of the process to be used for incorporating cement into the reclaiming process. If required by the mix design, provide 4 lbs. of the mineral filler and provide the recommended mineral filler content and the identity of the supplier; and
5. Corrective RAP: Corrective RAP shall be free of contamination of dirt, base, concrete or other deleterious Materials such as silt and clay.
6. FDR Mix Design:
 - 6.1 For each mix design, a minimum of 6 Marshall, per asphalt binder content, prepared specimens per AASHTO T 245, compacted to 75 blows, with a series of test specimens at a range of different asphalt contents so that the test data curves show well defined optimum values. The test specimens shall be prepared at ½ percent increments of asphalt content with at least one (1) asphalt content above optimum and at least one below optimum;
 - 6.2 AASHTO T 283 Section 7 Preparation of Field-Mixed, Laboratory-Compacted Specimens shall be followed. In lieu of Subsection 7.5 cure pucks for 72 hours in a 104°F oven. The

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Contractor shall follow Section 10, Preconditioning of Test Specimens and Section 11, Testing. The air voids requirements, loose mix curing, and freeze-thaw cycles will not be required per AASHTO T 283 test procedure. Conditioned samples shall be soaked for 24 hours;

- 6.3 Percentage of foamed asphalt binder to be added based on the total mass of the mixture;
- 6.4 Marshall Stability per AASHTO T 245 each asphalt binder/mineral filler content. Each sample shall be dried to constant mass at 104°F; and
- 6.5 At the recommended optimum asphalt cement and mineral filler content, prepare moisture-density relation (AASHTO T 180 method D) for wet density. Establish a moisture-density relation for each mix design.

The Contractor shall replace Material sampled from the existing roadway with suitable Material as approved by the Project Manager.

The Contractor shall submit mix designs meeting Table 301-A.2.1:2, "Mix Requirements". No additional Contract Time will be granted to the Contractor for failure to provide a mix design that meets mix requirements per Table 301-A.2.1:2, "Mix Requirements".

The Contractor shall not begin production of the FDR Work until required submittals have been concurred by Department. Department concurrence of a mix design will not relieve the Contractor of full responsibility for producing an Acceptable mixture.

301-A.3 CONSTRUCTION REQUIREMENTS

301-A.3.1 Production Start-Up Procedures

The Contractor shall provide seven (7) Days' notice before beginning production of FDR. The Contractor shall schedule a Pre-Construction FDR meeting as follows:

1. Pre-Construction FDR Meeting. At least two (2) weeks prior, or as directed by Project Manager, to the start of FDR operations, the Contractor shall schedule a Pre-Construction FDR meeting. The Contractor shall coordinate attendance with the Department and any applicable Subcontractors. The Contractor shall discuss and submit the following:
 - 1.1 Proposed baseline schedule of paving operations in accordance with Standard Specifications Section 108.3, "Schedule";
 - 1.2 List of all Equipment (excavation-compaction Equipment, paver, haul, etc.), and personnel used in the production and construction of the Work;
 - 1.3 Discuss Quality Control/Quality Assurance, and minimum frequency schedule for process control sampling and testing;
 - 1.4 Discuss Sections 301-A.3, "Construction Requirements";
 - 1.5 Proposed Traffic Control Plan for construction operations, and the proposed method of dealing with emergencies. Show in detail how traffic will be maintained through the Project in the event of Equipment breakdown, sudden weather changes, or other unexpected events. Include in the Plan how sufficient roadway width for safe passage of travelling public shall be maintained;
 - 1.6 Proposed Plan for maintaining the required moisture content of the FDR areas; and
 - 1.7 Safety Plan.

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301-A.3.2 Test Strip Requirements

The Contractor shall provide test strips as follows:

1. Test Strip(s). Production test strips are required on the first Day. The Contractor shall construct the test strip using construction procedures intended for the entire Project. Proposed reclaimer Equipment production rates of speed (feet/minute) are to be determined by Contractor and shall be provided to Project Manager. For each proposed production rate, a test strip is required. During production, if an alternative production rate is proposed, the Contractor shall construct a test strip. Each test strip shall be at least 150 feet in length;
2. After placement of FDR at each rate and before compaction, the Contractor shall dig three (3) test pits within each test strip to evaluate the mixing characteristics of the recycler. The Contractor shall verify per visual and physical examination at each test pit that no foamed asphalt globules, stringers or binder segregation is present within the produced mix. If any of the three (3) visual characteristics exist then the rate of speed used for the individual test strip will not be allowed for production;
3. The Contractor shall use the following procedures for the initial start-up procedures and/or when a change in construction procedures occurs or when resuming production after a termination of production due to unsatisfactory FDR Material quality;
 - 3.1 Mix Design Verification. Take one FDR sample from each test strip before compaction indicating Acceptable homogeneous mixing and evaluate according to Table 301-A.2.1:2 "Mix Requirements"; and
 - 3.2 Compaction. Take nuclear gauge density readings at a minimum of one (1) location within each test strip per Section 301-A.3, "Construction Requirements" and Table 301-A.14:1 "Contractor and NMDOT Sampling and Testing Requirements". Compact to a minimum density of 97% and correlate to the wet density according to AASHTO T180 method D. Furnish the Project Manager with the nuclear gauge readings. Take nuclear density readings behind each pass to determine the roller pattern necessary to achieve the required density. Target density for Test Strips shall be determined by moisture-density curve developed from mix design per Section 301.A.2.3, "Determination of JMF, 6. FDR Mix Design, 6.5".
4. The Contractor shall cease paving operations after construction of the test strip(s) until all test results for the FDR are evaluated and Accepted by the Department. Allow up to 3 Working Days for review and Acceptance by Department.

301-A.3.3 Equipment

The Contractor shall use Equipment for FDR as follows:

1. Reclaiming Equipment:
 - 1.1 Capable of passing through existing asphalt with a minimum eight (8) foot width at depth indicated on the Contract Documents in one (1) pass;
 - 1.2 Capable of producing a homogeneous mix free of foamed asphalt globules and stringers;
 - 1.3 Capable of mixing the RAP, reclaimed aggregate, existing aggregate base, Corrective RAP, mineral filler and additives, or any combination of the above. The combined Materials shall meet the approved JMF to form a homogeneous mass that will bond together when compacted;
 - 1.4 Equipped so that binder can be added only when the machine is moving and the additive addition is proportional to the working speed;
 - 1.5 Equipped with an exterior test nozzle to verify proper foaming action and to provide a representative sample of the foamed asphalt;
 - 1.6 Equipped with a heating system capable of maintaining the foamed asphalt spray bar system at a minimum temperature of 250°F;

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- 1.7 Equipped with sufficient number of injection nozzles to promote atomization and formation of the initial foam expansion system and the ability to verify the nozzles are open and properly functioning;
- 1.8 Equipped with an internal electric heat cleaning system for self-cleaning foaming nozzles. No diesel shall be allowed for cleaning foaming nozzles;
- 1.9 Capable of turning off individual foamed asphalt nozzles;
- 1.10 Equipped with individual microprocessor controlled systems controlling each independent pump system regulating the application of foamed asphalt stabilizing agent and water in accordance with each approved mix design. The independent application of foamed asphalt and water shall be proportionally regulated by the recycler per the forward speed and mass of Material being recycled;
- 1.11 Equipped with a compressor capable of providing a minimum of 45 psi of pressure; and
- 1.12 Use a metered spreader to uniformly apply mineral filler (cement) on the roadway Material surface. Use canvas (or similar) skirts around the spreader box to minimize dust. Cement shall be applied full width of reclaimer. Once applied to surface, minimal handling of cement shall be permitted.
2. Mobile Slurry Mixing Unit. If slurry method is chosen for delivery of mineral filler to the recycled Materials, the Contractor shall use a recycler that is fed by a separate mobile slurry mixing unit pushed ahead of the recycler. The mixing unit shall have the following minimum features:
 - 2.1 The capability of supplying the cement slurry at the required rate to comply with the specified cement application rate during continuous operation;
 - 2.2 Capable of regulating the application rate of cement slurry in accordance with the speed of advance of the recycler and volume of Material during continuous operation;
 - 2.3 Provide uniform application of cement slurry to the recycled Material to produce a homogeneous mixture;
 - 2.4 A microprocessor controlled method for monitoring cement usage during operation that can be validated by simple physical measurement for control purposes;
 - 2.5 Equipped with a screen with openings not exceeding five (5) mm and shall be capable of producing slurry of uniform consistency and constant water at the rate required for stabilization; and
 - 2.6 Capable of mechanically attaching to reclaiming Equipment.
3. Rollers. The Contractor shall use the number, weight and types of rollers as necessary to obtain the required compaction, however, at a minimum, furnish at least three (3) rollers conforming to the following:
 - 3.1 Self-propelled and in good mechanical condition;
 - 3.2 Capable of initial compaction using an 18-ton single drum vibratory compression-type (padfoot) roller;
 - 3.3 A minimum 25-ton single drum vibratory steel roller; and
 - 3.4 A minimum 12-ton pneumatic tire roller. The pneumatic roller shall be fitted with a water spray system and apply light mist to tires while rolling;
 - 3.4.1 All rollers shall be capable of reversing direction without shoving or tearing the mixture.
4. Grader. The Contractor shall furnish a grader with the capability to spread the pulverized Material to a uniform grade and cross section, where necessary.
5. Water Truck. The Contractor shall furnish at least one (1) water truck.

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6. Corrective RAP Application. The Contractor shall place Corrective RAP with a mechanical spreader, a conventional paver or by end dump trucks and spread to a uniform thickness with a motor grader. The Contractor shall spread to a uniform thickness as indicated in the Contract, in areas determined through survey data and as directed by Project Manager.

301-A.3.4 Surface Preparation

The Contractor shall ensure that no vegetation and debris is within 12 inches of the FDR.

301-A.3.5 Weather Limitations

The Contractor shall apply FDR when the surface is dry, and the ambient air temperature is above 50°F and the surface temperature is above 45°F. The Contractor shall not begin FDR operations when fog, showers, rain, frost or temperatures below 40°F are anticipated within 24 hours.

Dry mineral filler application shall be temporarily halted when wind is in excess of 25 mph until such time that wind speed decrease below this threshold.

301-A.3.6 Construction Requirements for FDR

The Contractor shall construct the FDR section as follows:

1. Prior to beginning the FDR Work each week, prepare a production Plan detailing proposals for the forthcoming week's Work. At the discretion of the Project Manager, additional meetings may be required. Provide the following in the production Plan to the Department:
 - 1.1 Diagram showing the overall layout of the length and width of roadway intended for FDR during the Day, broken into the number of parallel passes required to achieve the stated width, and six (6) inch overlap dimensions at each joint between passes;
 - 1.2 The sequence and length of each pass to be stabilized before starting on the adjacent or following pass. Provide nozzle pattern setup indicating which nozzles will be on to ensure proper asphalt binder and overlap coverage for each recycler pass;
 - 1.3 An estimate of the time required for milling, mixing, and compacting the pass. Show on the diagram the expected completion time of each pass;
 - 1.4 The location where samples for determining in-situ moisture contents, and the results of the tests;
 - 1.5 The proposed water addition for each pass;
 - 1.6 If applicable, the quantity and location from where the aggregate base is imported;
 - 1.7 The amount and type of mineral filler to be applied to each pass;
 - 1.8 The Contractor Sampling and Testing Requirements control testing program conforming to Table 301-A.14:1 "Contractor and NMDOT Sampling and Testing Requirements";
 - 1.9 Verified locations for using Corrective RAP and quantities to be used; and
 - 1.10 Any other information that is relevant for the intended Work;
2. Corrective RAP. When specified, the Contractor shall spread Corrective RAP uniformly on the roadbed at the locations indicated in the Contract using Equipment as specified in Section 301-A.3.3, "Equipment". Corrective RAP shall be placed prior to pulverization and prior to addition of the stabilizing agent. No traffic, other than the reclaiming Equipment, shall be allowed to pass over Corrective RAP until the reclaiming operation is complete;

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3. FDR Operations. FDR stabilizing and mixing operations shall be completed in continuous segments. A continuous segment is one (1) full lane width. If one (1) recycler is used, the segment shall include full lane width to centerline by the end of the Day's production. Segments shall be limited to 2000 lane feet when two (2) passes are required to complete one (1) full lane width. All compaction and grading shall be completed prior to advancing to the next segment and pass. Segments lengths may be increased if it is determined proper moisture is being maintained on each pass until final compaction and grading has been completed, and the surface has been sealed as specified in Section 301-A.3.9, "Curing and Maintenance". Verify the rate or speed of the recycler daily as Accepted and determined from the test strip. Maintain this rate unless otherwise directed by the Project Manager. Properly delineate and open to traffic overnight and on all weekends and holidays. Lightly water and broom excess Material at the end of each Day's production;
4. FDR Stabilizing. Stabilize the existing pavement, base and/or subgrade Material to the depths indicated in the Plans. Blend the foamed asphalt binder, base, and/or subgrade Material into a homogenous mass for the full specified depth. During foamed asphalt stabilization, insure that no foamed asphalt globules or stringers are present within the produced mix. Verify by digging test pits within the newly produced mix. Verify by visually and physically observing the distribution of the foamed asphalt.

For slurry method application, the mineral filler shall be fluidized as slurry by premixing with water and pumped to the recycler for injection through a spray-bar into the mixing process.

For mixtures with a dry mineral filler spread a uniform layer on the prepared roadway surface prior to stabilizing. A metered mechanical spreader shall be used. Spreading of dry mineral filler on the roadway ahead of the reclamation/recycling machine will not be allowed when windy conditions adversely affect the operation or create a hazard for the public or Workers and slurry method may be specified at the discretion of the Project Manager. Verify rate by using a square yard (S.Y.) tarp to weigh and calculate amount of cement used or alternative method approved by Project Manager;

5. Mixing. Maintain the percentage of water established for specified asphalt foaming while providing uniform moisture content in the blended mix that is within 1 % of the limits established in the design at the time of addition of the asphalt binder. Aerating of the mixture or the addition of water may be required;
Apply asphalt binder in one application to the depth as specified in the Plans and at the rate established in the JMF. Based on mix design, apply the foamed asphalt binder with water added by volume to achieve expansion of the asphalt binder. The half-life will determine the temperature that maximizes the foamed asphalt. The application temperature of the foamed asphalt will not be below 320° F or the temperature as determined in Laboratory analysis of the asphalt binder. Measure asphalt binder temperature with a calibrated temperature measuring device in a safe manner. Do not use tanker thermometer unless calibration has been completed and documented.
6. Grading and Compaction. Shape, grade and compact the mixture to the lines, grades and depths indicated in the Plans, cross sections and Specifications. Maintain the existing or new crown of the pavement. Monitor in-place density during the compaction process with nuclear density gauge per AASHTO T 310. Compact to a minimum density of 97% and correlate to the wet density according to AASHTO T 180 method D and Table 301-A.14:1 "Contractor and NMDOT Sampling and Testing Requirements". Obtain the in place density by measuring at the top of foamed stabilized section. Monitor the compaction process by determining the density of foamed stabilized base with a portable nuclear density gauge in accordance with AASHTO T 310. Furnish the nuclear gauge readings.

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Once lines, grades and depths are met, excess Material shall be hauled back to the stockpile so as to allow for the net placement of new pavement Material as specified on the Plans or as directed by Project Manager.

7. Unstable Areas. Following the grading and compaction operations, remix and aerate any FDR areas that have excess moisture content due to FDR construction and compaction activities.

As determined by the Project Manager, where areas of FDR are unable to meet compaction due to unstable subgrade (defined as soft, gummy, pumping and/or further displacement) below the FDR Material, Unstable Subgrade Stabilization shall be utilized to correct any deficiencies prior to starting the next Day's production. Unstable Subgrade Stabilization shall be used as directed by the Project Manager. Removal and replacement of FDR Material to perform unstable subgrade stabilization shall be Incidental to the Bid Item for Unstable Subgrade Stabilization.

8. Longitudinal Joints. Plan longitudinal joints to coincide with changes in cross-slope, regardless of the overlap width. Provide a minimum longitudinal overlap of six (6) inches. No payment will be paid for overlap. Do not apply foamed asphalt on previously placed FDR when overlap occurs. Insure the overlap is compacted to achieve minimum density per the Contract. Care shall be taken to ensure longitudinal joints are not located within wheel-path.
9. Rubberized crack filler, pavement markers, loop wires, thermoplastic markers, paving fabric and other similar Materials shall be removed as observed from the roadway during the reclaiming process as approved by the Project Manager. Residual Materials that cannot be completely removed from the reclaimed mixture may be incorporated into the FDR if the Contractor can demonstrate that those added Materials shall not adversely affect density. Any such Materials retained in the mix shall be appropriately sized and blended so as to not adversely affect the appearance and strength of the FDR.

When, at the determination of the Project Manager, weather-related elements adversely affect the mineral filler Materials and placement, the Project Manager, at their discretion, has the right to delay further placement.

301-A.3.7 Profile and Cross Slope Requirements

After the final rolling, the Contractor shall measure the profile and cross slope of the FDR. The Contractor shall use a 10-foot metal straightedge to measure at right angles and parallel to the centerline. As directed by the Project Manager, the Contractor shall correct surface deviations greater than ½ inch within 10 feet.

301-A.3.8 Acceptance

The minimum sampling and testing requirements are established in Table 301-A.14:1 "Contractor and NMDOT Sampling and Testing". The Contractor shall meet the following requirements:

1. Density. For the purpose of Acceptance for density, the following process shall be followed:
 - 1.1 Test Strip(s): The density measurement based on the testing frequency indicated in Table 301-A.14:1, "Contractor and NMDOT Sampling and Testing" will be compared to the maximum density from the approved mix design(s) to determine Acceptability. Once the density of the lot has been determined, the Contractor will not be permitted to provide additional compaction to raise the average; and

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- 1.2 Production: The target density will be based on the prior Day's moisture-density relationship, per Table 301-A.14:1, "Contractor and NMDOT Sampling and Testing". Once the density of the lot has been determined, the Contractor will not be permitted to provide additional compaction to raise the average.
2. Payment. Payment will be made in accordance with the requirements of Table 301-A.3.8:1 "Payment Schedule for Lot Densities". For the purpose of Acceptance, each Day's production and full lane width shall be considered a lot unless the paving length is less than 2,000 feet. When the production is less than 2,000 linear feet, the production results shall be combined with the previous Day's production.

**Table 301-A.3.8:1
 Payment Schedule for Lot Densities**

% of Average Density from Prior Day's Moisture-Density Relationship	% of Payment as Applied to FDR-Foamed Asphalt SY Item
>97.0	100
≤96.0 to <97.0	95
≤95.0 to <96.0	90
<95	75

301-A.3.9 Curing and Maintenance

The Contractor shall maintain the FDR layer until the asphalt concrete overlay has been placed. The Contractor shall repair any deficiencies to the completed FDR as directed by the Project Manager. The Contractor shall repair the FDR section at no cost to the Department. The Contractor shall prepare the surface for the asphalt concrete overlay in accordance with Standard Specifications Section 423.3.5, "Placement Operations".

The Contractor shall maintain the FDR section as follows:

1. Smoothness. After final compaction, treat the stabilized surface with a light application or flushing of water and roll with pneumatic-tired roller to create a close and uniform surface. The pneumatic roller should be fitted with a water spray system and apply light mist to tires while rolling;
2. Sealant. Provide a diluted (50/50) SS-1h emulsion "fog seal", in accordance with Standard Specifications Section 402.2.2, "Emulsified Asphalt". The application rate of the fog seal shall be 0.05 to 0.15 gal/sq.yd. The fog seal shall be allowed to setup properly (breaking of the emulsion). Traffic may use the stabilized surface immediately after this treatment unless otherwise indicated or instructed by Project Manager. The fog seal shall be allowed to setup properly (breaking of the emulsion). The Contractor may be required to reapply fog seal as directed by the Project Manager;
3. Prior to overlay, conduct proof roll as per Section 203-A. Upon successful completion of the proof roll, overlay of the FDR shall be permitted.
4. Overlay. Construct a HMA/WMA overlay over the FDR section within 14 Days after placement, unless otherwise specified by the Project Manager at the FDR construction meeting. If the stabilized layer loses stability, density or finish before placement of overlay, reprocess and recompact as necessary to restore the strength of the damaged Material. Any damage to the FDR section shall be corrected at the Contractor's expense.

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301-A.4 METHOD OF MEASUREMENT

Full Depth Reclamation - Foamed Asphalt Stabilized Base shall be measured by the square yard. This excludes longitudinal or transverse overlaps.

Asphalt Binder shall be measured by the ton.

Mineral Filler shall be measured by the ton.

Corrective RAP shall be measured by the cubic yard.

The Contractor shall provide the Project Manager with volume quantities and calculations to adjust the proposed profile grade utilizing a construction survey and personnel in accordance with Standard Specifications Section 801, "Construction Staking by the Contractor" at the FDR construction meeting in accordance with Section 301-A.3.1, "Production Start-Up Procedures".

301-A.5 BASIS OF PAYMENT

Pay Item		Pay Unit
Full Depth Reclamation - Foamed Asphalt Stabilized Base		Square Yard Asphalt Asphalt
Binder	Ton	
Mineral Filler		Ton
Corrective RAP		Cubic Yard

301-A.5.1 Work Included in Payment

The Department will consider as included in FDR – Foamed Asphalt Stabilized Base and associated pay items and will not measure or pay separately for the following Work:

1. Developing and testing the mix design, including Corrective RAP testing when required;
2. Overlaps and excess Material removal and delivery;
3. Removal of Materials not used in the mix design;
4. Removal and disposal of all vegetation and debris within 12 inches of the FDR;
5. Removal of rubberized crack filler, pavement markers, loop wires, thermoplastic markers, paving fabric and other similar Materials;
6. Fog Seal;
7. Proof roll prior to overlay; and
8. Replacement Material at sample locations.

The Department will consider as included in the Corrective RAP pay item and will not measure or pay separately for the following Work:

1. Transporting and hauling RAP from the existing stockpile;
2. Placement;
3. Survey required to adjust the profile grade; and
4. Survey of existing stockpile(s), and any stockpiles generated by the Work, prior to start and completion of the Work.
5. Survey to determine the quantity of Corrective RAP used for payment purposes.

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301-A.14 Sampling and Testing Requirements

**Table 301-A.14:1
Contractor and NMDOT Sampling and Testing Requirements**

Material or Product	Acceptance Type	Characteristic	Test Method Specifications	Sampling Frequency by Contractor and NMDOT (unless specified)	Point of Sampling	Reporting Time
Asphalt Binder (Mix Design)	Measured & Tested For Conformance	Quality	AASHTO M 320 Table 1	_ (NMDOT not required to Test)	Refinery	Before Producing
		Foaming Half-Life	Table 301-A.2:2			
		Expansion Ratio	Table 301-A.2:2			
Full Depth Reclamation – Foamed Asphalt (Mix Design)	Measured & Tested for Conformance	Gradation	AASHTO T 11, AASHTO T 27 & Table 301-A.2:1	_ (NMDOT not required to test)	-	Before Producing
		Plasticity Index	AASHTO T 89 & AASHTO T 90			
		Moisture-Density	AASHTO T180 Method D (TTCP Modified)			
		Indirect Tensile Strength	AASHTO T 283 and Table 301-A-2			
		Marshall Stability	AASHTO T 245 & Table 301-A.2:2			
Asphalt Binder (Test Strip)	Measured & Tested for Conformance	Binder Temperature	-	1 every tank load	Temperature Gauge	Upon Completing Test
Full Depth Reclamation – Foamed Asphalt (Test Strips)	Measured & Tested for Conformance	Gradation	AASHTO T 11 & T27	1 per test strip	Behind Reclaimer Before Compaction	Upon Completing Test
		Depth Check	Probing, Shovel, Other Means	1 Locations per test strip	Behind Reclaimer Before	Upon Completion

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Material or Product	Acceptance Type	Characteristic	Test Method Specifications	Sampling Frequency by Contractor and NMDOT (unless specified)	Point of Sampling	Reporting Time
					Compaction	of Measurement
		Moisture	AASHTO T 255	1 per test strip	Behind Reclaimer Before Compaction	Upon Completing Test
		Moisture-Density	AASHTO T 180 Method D (TTCP Modified)	1 per test strip	Behind Reclaimer Before Compaction	Upon Completing Test
		Density	AASHTO T 310	1 per test strip	In -place After Compaction	Upon Completing Test
		Asphalt Binder Content	-	Daily	Strap	End Of Day
		Marshall Stability	AASHTO T 245	1 Per Mix Design Per Day (Contractor)	Behind Reclaimer Before Compaction	80 hours
		Indirect Tensile Strength	AASHTO T 283 and Table 301-A.2:2	1 Per Day of Production (Contractor)	Behind Reclaimer Before Compaction	Upon Completion of Test
	Visual Inspection	Homogeneous Mixing ¹		1 per test strip	Behind Reclaimer Before Compaction	Upon Completing Test
Asphalt Binder (Production)	Measured and Tested for	Binder Temperature		1 Every Load	Temperature Gauge	Upon Completing Test

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Material or Product	Acceptance Type	Characteristic	Test Method Specifications	Sampling Frequency by Contractor and NMDOT (unless specified)	Point of Sampling	Reporting Time
	Conformance					
Full Depth Reclamation – Foamed Asphalt (Production)	Measured and Tested for Conformance	Gradation	AASHTO T 11, T 27 & Table 301-A-1	2 per lane mile (Contractor) 1 per lane mile (NMDOT)	Behind Reclaimer Before Compaction	Upon Completing Test
		Depth Check	Probing, Shovel, Other Means	5 Locations per day	Behind Reclaimer Before Compaction	Upon Completion of Measurement
		Moisture	AASHTO T 255	2 per lane mile (Contractor) 1 per lane mile (NMDOT)	Behind Reclaimer Before Compaction	Upon Completing Test
		Asphalt Binder Content	---	Daily (Contractor)	Strap	End of Each Production Day
		Marshall Stability	AASHTO T 245	1 Per Mix Design Per Day (Contractor)	Behind Reclaimer Before Compaction	80 hours
		Moisture-Density	AASHTO T 180 Method D (TTCP Modified)	1 Per Day of Production (Contractor)	Behind Reclaimer Before Compaction	Upon Completion of Test
		Density	AASHTO T 310	1 per 500 feet per lane (NMDOT/Contractor)	In-place After Compaction	Upon Completing Test

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Material or Product	Acceptance Type	Characteristic	Test Method Specifications	Sampling Frequency by Contractor and NMDOT (unless specified)	Point of Sampling	Reporting Time
		Indirect Tensile Strength	AASHTO T 283 and Table 301-A.2:2	1 Per Day of Production (Contractor)	Behind Reclaimer Before Compaction	Upon Completion of Test

¹When sampling for test strip mix design verification testing, visually determine if asphalt globules, stringers, and binder segregation are present. The test strip is considered Acceptable for further mix verification testing if adequate homogeneous mixing is observed.

**SPECIAL PROVISIONS
FOR**

**SECTION 301-B: COLD CENTRAL PLANT RECYCLING (CCPR) -
FOAMED ASPHALT STABILIZED BASE**

The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction shall apply in addition to the following:

301-B.1 DESCRIPTION

This Work consists of constructing a stabilized base composed of reclaimed asphalt pavement (RAP), reclaimed aggregate Material, new aggregates, mineral filler, or any combination of the above, stabilized with foamed asphalt binder. The requirements contained within this specification are for CCPR-Foamed Asphalt Stabilized Base.

301-B.2 COMPOSITION OF MIX (JOB MIX FORMULA)

The Contractor shall furnish a mixture composed of RAP, reclaimed aggregate Material, new aggregates, mineral filler, or any combination of the above as indicated in the Plans, stabilized with a foamed asphalt binder to meet the mix and design requirements of Table 301-B.2:1 "CCPR-Foamed Asphalt Stabilized Base Gradation Requirements" and Table 301-B.2:2 "CCPR-Foamed Asphalt Stabilized Base Pavement Mix Requirements".

**Table 301-B.2:1
CCPR-Foamed Asphalt Stabilized Base Gradation Requirements**

Sieve Size	Percent Passing
1.5 in	100
1.0 in	85 – 100
¾ in	70 – 100
No. 4	40 – 68
No. 10	25 – 55

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No. 200	4.0 – 20
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**Table 301-B.2:2
CCPR-Foamed Asphalt Stabilized Base Pavement Mix Requirements**

Design Parameters	Value
Marshall Compacted Specimen, AASHTO T245 Compaction, number of blows each end of test specimen	75
Marshall Stability, AASHTO T 245, min, lbs. ^(1.)	1625
Indirect Tensile Strength, AASHTO T 283	
(1) Tensile Strength DRY , min. psi ^(2.)	45
(2) Tensile Strength Ratio (TSR), min. %	70
Foamed Asphalt Binder Expansion Characteristics @ 320, 338 and 356°F ^(3.)	
(1) Half-Life of foamed expansion, min, second. ^(4.)	8
(2) Expansion Ratio, min	10

1. Cure sample to constant mass at 104°F before testing;
2. AASHTO T 283 Section 7 Preparation of Field-Mixed, Laboratory-Compacted Specimens shall be followed. Compact the mixture to the design air voids. In lieu of Subsection 7.5 cure pucks for 72 hours in a 104°F (40°C) oven. The Contractor shall follow Section 10, Preconditioning of Test Specimens and Section 11, Testing. The air voids requirements, loose mix curing, and freeze-thaw cycles will not be required per AASHTO T 283 test procedure. Conditioned samples shall be soaked for 24 hours;
3. Graph half-life to expansion ratio for the three temperatures and percentages of water (1-5%) to determine the minimum foamed asphalt characteristics; and
4. Total time for foamed asphalt to settle to half of the maximum foamed volume.

The Contractor shall submit written Job Mix Formula (JMF) for approval at least 28 Days before production. No Work will be allowed until JMF's are approved. The Contractor shall develop enough mix designs to account for variations in pavement section and Material thickness along the Project length. The Contractor shall take samples of existing Materials along the Project length, at appropriate intervals sufficient enough to develop mix designs that represent the pavement section variability to the depth of recycling as indicated on the Plan sheets. The mix design shall be performed by an AMRL certified Laboratory with the proper Equipment for determining a foamed asphalt mix design and the requirements of Table 301-B.2:2 "CCPR- Foamed Asphalt Stabilized Base Pavement Mix Requirements". For each location sampled for mix design(s), the Contractor shall use asphalt cold patch Materials to the width and depth of the Materials sampled.

The asphalt and miller filler percent additives provided in the Contract documents shall be used for bidding purposes prior to the completed mix design(s). The actual percentages will be adjusted based on the quantity necessary to meet the design requirements of 301-B.2:2 "CCPR- Foamed Asphalt Stabilized Base Pavement Mix Requirements".

For each JMF, the Contractor shall sample and perform the following tests to determine the JMF's:

1. **Aggregate.** Provide samples representing the RAP, reclaimed aggregate Material, existing aggregate base, and/or new aggregates, 250 lbs total per each Material.
 - 1.1 Gradation of processed Material (AASHTO T27 & T11)

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- 1.2 Plasticity Index (AASHTO T89 & T90)
2. **Foamed Asphalt.** Provide a minimum of five (5) one (1)-gallon samples of the asphalt binder and the identity of the source of binder.
 1. Measure the expansion ratio and foam half-life of the asphalt binder at the three (3) temperatures per Table 301-B.2:2 "CCP-Foamed Asphalt Stabilized Base Pavement Mix Requirements".
3. **Water.** Water shall be clean and free from deleterious concentrations of acids, alkalis, salts, or other organic or chemical substances. Water of questionable quality shall be tested per AASHTO T 26. Designate the target moisture content to be used in the recommended mix design(s) used during production.
4. **Mineral Filler.** If required by the mix design, provide four (4) pounds of the mineral filler which meets AASHTO M-17 requirements. Provide the recommended mineral filler content and the identity of the supplier.
5. **Mix Design of CCPR-Foamed Asphalt Stabilized Base.**
 - 5.1 For each mix design, a minimum of six (6) Marshall, per asphalt binder content, prepared specimens per AASHTO T 245, compacted to 75 blows, with a series of test specimens at a range of different asphalt contents so that the test data curves show well defined optimum values. The test specimens shall be prepared at ½ percent increments of asphalt content with at least one asphalt content above optimum and at least one below optimum.
 - 5.2 AASHTO T 283 Section 7, "Preparation of Field-Mixed, Laboratory-Compacted Specimens" shall be followed. Compact the mixture to the design air voids. In lieu of Subsection 7.5, cure pucks for 72 hours in a 104°F oven. Follow Section 10, "Preconditioning of Test Specimens" and Section 11, "Testing". The air voids requirements, loose mix curing, and freeze-thaw cycles will not be required per AASHTO T 283 test procedure.
 - 5.3 Percentage of foamed asphalt binder to be added based on the total mass of the mixture.
 - 5.4 Marshall Stability per AASHTO T 245 each asphalt binder/mineral filler content. Each sample shall be dried to constant mass at 104°F.
 - 5.5 At the recommended optimum asphalt cement and mineral filler content, prepare moisture-density relation in accordance with Appendix A, "AASHTO T-180-15 (Method D-Modified) for dry density. Establish a moisture-density relation for each JMF.

Replace Material sampled from the existing roadway with suitable Material as approved by the Project Manager.

The State Pavement Engineer and State Materials Engineer will evaluate the suitability of the Material and proposed JMF's. If not approved, a written reason detailing the basis for rejection will be provided.

If the JMF's are not approved, submit new JMF's as described above.

301-B.3 EQUIPMENT

The Contractor shall provide a Cold Central Plan with the following:

1. **Cold Central Plant Requirements.**
 - 1.1 Capable of producing a homogeneous mix free from foamed asphalt globules and stringers;
 - 1.2 Capable of mixing the RAP, reclaimed aggregate Material, existing aggregate base, new aggregates, mineral filler, or any combination of the above, and additives meeting the approved JMF and specified gradation to form a homogeneous mass that will bond together when compacted;
 - 1.3 Equipped with a heating system capable of maintaining the asphalt binder in accordance with the binder supplier's recommended temperature;

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- 1.4 Equipped with sufficient number of injection nozzles not more than six (6) inches apart to promote atomization and formation of the initial foam expansion system and the ability to verify the nozzles are open and working from within the operator cabin.
 - 1.5 Equipped with an internal electric heat cleaning system for self-cleaning foaming nozzles. No diesel will be allowed for cleaning foaming nozzles;
 - 1.6 Equipped with two (2) microprocessor controlled systems controlling two (2) independent pump systems regulating the application of foamed asphalt stabilizing agent and water in accordance with each approved mix design. The independent application of foamed asphalt and water must be proportionally regulated by the mixing plant per the weight of Material being mixed;
 - 1.7 Equipped with a compressor capable of providing a minimum of 45 psi of pressure;- and
 - 1.8 Equipped with a mineral filler feed auger so that mineral filler will be accurately metered into the Material.
2. **Rollers.** Furnish at least three (3) rollers conforming to the following:
 - 2.1 Self-propelled and in good mechanical condition;
 - 2.2 Capable of initial compaction using an 18-ton single drum vibratory compression-type roller;
 - 2.3 A minimum 14-ton single drum vibratory steel roller; and
 - 2.4 A minimum 18-ton pneumatic tire roller.Along curbs, headers, walls and places not accessible to the roller, compact the Material with approved tampers and compactors.
 3. **Water Truck.** Furnish a minimum of one (1) water truck with a minimum of 2,000 gallon capacity.
 4. **Paver.** Use a self-contained, self-propelled paver with activated screeds or strike-off assemblies and capable of spreading and finishing the CCPR-Foamed Asphalt Stabilized Base.

301-B.4 SURFACE PREPARATION

The Contractor shall clear, grub and dispose of all vegetation and debris within 12 inches of the pavement to be recycled.

301-B.5 WEATHER LIMITATIONS

The Contractor shall apply foamed asphalt stabilized base when the surface is dry, and the ambient air temperature is above 50°F and the surface temperature is above 45°F.

The Contractor shall not begin foamed recycling operations when fog, showers, rain, frost or temperatures below 36°F are anticipated within 24 hours.

The Project Manager has the authority to delay further placement when wind and other weather-related elements adversely affect the Materials and placement.

301-B.6 PRODUCTION START-UP PROCEDURES

The Contractor shall provide seven (7) Days' notice before beginning production of foamed asphalt stabilized base.

At least two (2) weeks prior to the start of CCPR-Foamed Asphalt Stabilized Base stabilizing operations, the Contractor shall arrange for a pre-stabilized base construction conference. The Contractor shall coordinate attendance with the Department and any personnel involved in the CCPR-Foamed Asphalt Stabilized Base operation. The Contractor shall discuss and submit the following:

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1. Proposed baseline schedule of paving operations;
2. List of all Equipment (excavation-compaction Equipment, paver, haul, etc.), and personnel used in the production and construction of the Work;
3. Discuss Quality Control/Quality Assurance, and minimum frequency schedule for process control sampling and testing;
4. Discuss Subsections 301-B.6 "Production Start-Up Procedures", 301-B.7 "Construction", 301-B.8 "Sampling and Testing Requirements" and 301-B.9 "Profile and Cross Slope Requirements";
5. Proposed traffic control Plan for construction operations, and the proposed method of dealing with emergencies. Show in detail how traffic will be maintained through the Project in the event of Equipment breakdown, sudden weather changes, or other unexpected events. Include in the Plan how sufficient roadway width for safe passage of travelling public will be maintained; and
6. Proposed plan for maintaining the required moisture content of the foamed recycling areas.

The Contractor shall not begin production until required submittals have been approved by the Project Manager.

301-B.6.1 Test Strips

Prior to production of CCPR-Foamed Asphalt Stabilized Base, the Contractor shall construct production test strips. The Contractor shall construct the test strip using construction procedures intended for the entire Project. The Contractor shall place foamed asphalt stabilized base for one (1) 1,500-foot long test strip, one-lane wide, at the designated Plan thickness and designed optimum foamed asphalt and mineral filler content (if required). The Contractor shall construct the test strip on the Project at a location approved by the Project Manager. For multiple lift CCPR-Foamed Asphalt Stabilized Base construction, test strip shall be the bottom lift.

The Contractor shall repeat the test strip process until an Acceptable test strip is produced. Unacceptable test strips will not be paid for, and may be removed at the sole discretion of the Project Manager. Accepted test strips will remain in place and will be Accepted and measured as a part of the completed CCPR-Foamed Asphalt Stabilized Base Material. Tests used for the test strip will not be included in the evaluation for payment. When a test strip is Accepted, full production may begin.

The Contractor shall use the following for the initial start-up procedures and/or when a change in construction procedures occurs or when resuming production after a termination of production due to unsatisfactory CCPR-Foamed Asphalt Stabilized Base Material quality.

1. **Mix Design Verification.** Take at least three (3) test strip stabilized base samples from the test strip before compaction indicating Acceptable homogeneous mixing and evaluate according to job mix specifications requirements from Table 301-B.2:2 "CCPR- Foamed Asphalt Stabilized Base Pavement Mix Requirements"; and
2. **Compaction.** Take nuclear gauge density readings at a minimum of three (3) locations within the test strip in accordance with Sections 301-B.7 "Construction" and 301-B.8 "Sampling and Testing Requirements" and AASHTO T 310. Compact to a minimum density of 97% and correlate to the dry density in accordance with Appendix A, "AASHTO T-180-15 (Method D-Modified). Furnish the Project Manager with the nuclear gauge readings. Take nuclear density readings behind each pass to determine the roller pattern necessary to achieve the required density.

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The Contractor shall cease paving operations after construction of the test strip(s) until all test results for the CCPR-Foamed Asphalt Stabilized Base and the test strip are evaluated and Accepted by the Project Manager. The Contractor shall allow up to three (3) Working Days for review and Acceptance by the Project Manager.

301-B.7 CONSTRUCTION

The Contractor shall construct CCPR-Foamed Asphalt Stabilized Base as follows:

1. Prior to beginning the laydown Work each Day, prepare a Work plan detailing proposals for the forthcoming Day's Work. Provide the following in the Work plan to the NMDOT:
 - 1.1 Diagram showing the overall layout of the length and width of roadway intended for paving during the Day;
 - 1.2 The sequence and length of each pass to be paved before starting on the adjacent or following pass;
 - 1.3 If applicable, the quantity and location from where the aggregate base is imported;
 - 1.4 The proposed control testing program conforming to Table 301-B.14:1 "Contractor and NMDOT Sampling and Testing Requirements; and
 - 1.5 Any other information that is relevant for the intended Work.
2. **Mixing and Placing.** Provide uniform moisture content in the blended mix that is within $\pm 1.0\%$ of the target moisture content provided in the mix design at the time of addition of the asphalt binder.

Apply asphalt binder at the $\pm 0.5\%$ of the rate established in the JMF. Apply the foamed asphalt binder with water added by volume to achieve expansion of the asphalt binder. The application temperature of the foamed asphalt will not be below the mix design requirement as determined in the Laboratory analysis of the asphalt binder.

The maximum time period between mixing and compacting shall be 24 hours. Maintain the moisture content to not more than 2.0% below the optimum moisture content.

3. **Grading and Compaction.** In a single lift, place the total required compacted thickness of not less than 2.5 inches. Equal multiple lifts are allowed so long as the combined thickness is met as described in the Contract. For multiple lift option, sampling, testing and Acceptance criteria shall be performed on each equal lift. For multiple lifts, tack coat shall be applied between each lift.

Compact the mixture to the lines, grades, and depths show on the Plans. Do not pave across the centerline to maintain the existing or new crown of the pavement. Compaction shall be monitored using nuclear density testing in accordance with AASHTO T 310, throughout the time compaction is being completed to continuously verify the compaction is within $\pm 5\%$ of the target density established in Section 301-B.6 - "Test Strip, 2, Compaction". The selected rolling pattern shall be followed unless changes in the recycled mix or placement conditions occur and a new rolling pattern is established at that time. Any type of rolling that causes cracking, major displacement, and/or any other type of pavement distress shall be discontinued until such time as the problem can be resolved. Discontinuation and commencement of rolling operations shall be at the discretion of the Project Manager

The recycled mat shall be continuously observed during compaction efforts. If moisture cracking occurs under vibratory compaction mode, the vibrators shall be turned off and static rolling only applied. If moisture cracking of the mat continues under static steel rolling, steel drum compaction shall cease, the mat shall be allowed to cure for a time in order for moisture to escape, and pneumatic rolling commenced,

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followed by steel rolling to correct irregularities from the pneumatic-tired roller(s). This procedure shall be followed until there is no longer any displacement of the mat observed from roller action on the recycled surface. Furnish the Project Manager with the nuclear gauge readings.

301-B.8 SAMPLING AND TESTING REQUIREMENTS

The Contractor shall meet the test requirements of Table 301-B.14:1 "Contractor and NMDOT Sampling and Testing Requirements" for Acceptance.

301-B.9 PROFILE AND CROSS SLOPE REQUIREMENTS

After the final rolling, the Contractor shall measure the profile and cross slope of the CCPR-Foamed Asphalt Stabilized Base. The Contractor shall use a ten (10)-foot metal straightedge to measure at right angles and parallel to the centerline. The Contractor shall correct surface deviations greater than ½ in within ten (10) feet as directed by the Project Manager.

301-B.10 CURING AND MAINTENANCE

The Contractor shall maintain the CCPR-Foamed Asphalt Stabilized Base layer until the asphalt overlay has been placed. The Contractor shall repair any deficiencies to the completed foamed asphalt base to the satisfaction of the Project Manager. Said repair(s) shall be considered Incidental.

The Contractor shall perform the following:

1. After final compaction, treat the stabilized surface with a light application or flushing of water and roll with pneumatic-tired roller to create a close and uniform surface. The pneumatic roller shall be fitted with a water spray system and a light mist to tires while rolling shall be applied;
2. The fog seal, tack coat and HMA/WMA overlay shall not be placed until the moisture content of the CCPR-Foamed Asphalt Stabilized Base is less than three percent (3.0%).
3. Provide a diluted (50/50) SS-1H emulsion fog seal, to each lift. The application rate of the fog seal shall be as indicated in the Plans. The fog seal shall be allowed to setup properly (breaking of the emulsion). Traffic may use the stabilized surface immediately after this treatment unless otherwise indicated by Project Manager.
4. Prepare the surface for the HMA/WMA overlay in accordance with Standard Specifications Section 423.5, "Placement Operations".
5. Construct a HMA/WMA overlay over the CCPR-Foamed Asphalt Stabilized Base within 14 Days after placement, unless otherwise indicated by the Project Manager at the pre-foam construction conference. If the stabilized layer loses stability, density, or finish before placement of overlay, reprocess and recompact as necessary to restore the strength of the damaged Material. Any damage to the foam asphalt stabilized base shall be corrected at no expense to the Department.

301-B.11 METHOD OF MEASUREMENT

CCPR-Foamed Asphalt Stabilized Base will be measured by the square yard.

Asphalt binder and mineral filler will be measured by the ton.

Longitudinal or transverse overlaps will not be measured for payment.

If Contractor chooses to place in equal multiple lifts, measurement will be based on final combined thickness as indicated in the Plans.

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301-B.12 ACCEPTANCE

The Contractor shall meet the minimum sampling and testing requirements as indicated on Table 301-B.14:1 "Contractor and NMDOT Sampling and Testing Requirements".

301-B.12.1 Density

For the purpose of Acceptance for density, the average of the density measurements based on the testing frequency indicated in Table 301-B.14:1 "Contractor and NMDOT Sampling and Testing Requirements" will be compared to the maximum density from the field in accordance with Appendix A, "AASHTO T-180-15 (Method D-Modified) and/or the field density established in Section 301-B.7, "Construction, 3. Grading and Compaction" to determine Acceptability. Once the average density of the lot has been determined, the Contractor will not be permitted to provide additional compaction to raise the average.

Payment will be made in accordance with the requirements of Table 301-B.12:1 "Payment Schedule for Lot Densities".

**Table 301-B.12:1
 Payment Schedule for Lot Densities**

% of Density from Approved Mix Design	% of Payment as Applied to CCPR Foamed Asphalt Base SY Item
>102	90
>97.0 to <102	100
≤96.0 to <97.0	95
≤95.0 to <96.0	90
<95	75

Any results over 102% density shall require the preparation of a new rolling pattern in accordance with Section 301-B.7, "Construction, 3. Grading and Compaction", to prevent damage to the completed lift.

For the purpose of Acceptance, each Day's production and full lane width shall be considered a lot unless the paving length is less than 2,000 linear feet. When the production is less than 2,000 linear feet, the production results shall be combined with the previous Day's production.

301-B.13 BASIS OF PAYMENT

Pay Item	Pay Unit
Cold Central Plant Recycle-Foamed Asphalt Stabilized Base	Square Yard
Asphalt Binder	Ton
Mineral Filler	Ton

The Department will adjust payment for CCPR-Foamed Asphalt Stabilized Base in accordance with Section 301-B.12.1, "Density".

301-B.13.1 Work Included in Payment

The Department will consider as included in the payment for CCPR-Foamed Asphalt Stabilized Base and will not measure or pay separately for the following Work:

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1. Job-mix formula materials, testing existing roadway section and replacement Material for existing roadway sample sections;
2. Production test strips;
3. Fog Seal;
4. Corrective Work deficiencies; and
5. Sampling and testing requirements in accordance with Section 301-B.14, "Sampling and Testing Requirements".

301-B.14 Sampling and Testing Requirements

**Table 301-B.14:1
Contractor and NMDOT Sampling and Testing Requirements**

Material or Product	Acceptance Type	Characteristic	Test Method Specifications	Sampling Frequency by Contractor and NMDOT (unless specified)	Point of Sampling	Reporting Time
Asphalt Binder (Mix Design)	Measured and Tested For Conformance	Quality	AASHTO M 320 Table 1	_ (NMDOT not required to Test)	Refinery	Before Producing
		Foaming Half-Life	Table 301-B.2:2			
		Expansion Ratio	Table 301-B.2:2			
Foamed Asphalt Stabilized Base (Mix Design)	Measured and Tested for Conformance	Gradation	AASHTO T 11, AASHTO T27 and Table 301-B.2:1	_ (NMDOT not required to test)	-	Before Producing
		Plasticity Index	AASHTO T 89 and AASHTO T90			
		Moisture-Density	AASHTO T180 Method D (TTCP Modified)			
		Indirect Tensile Strength	AASHTO T 283			
		Marshall Stability	AASHTO T 245 and Table 301-B.2:2			
Foamed Asphalt Stabilized Base (Test Strips)	Measured and Tested for Conformance	Gradation	AASHTO T 11 and T27	1 per test strip	Plant Feed Belt	Upon Completing Test
		Moisture	AASHTO T 255	3 per test strip	Behind Laydown Machine before Compaction	Upon Completing Test
		Moisture Density Relation (Dry Density)	AASHTO T 180 Method D, Modified	3 per test strip	Behind Laydown Machine before Compaction	24 hours
		Density	AASHTO T310	3 per test strip	In -place after compaction	Upon Completing Test
		Marshall Stability	AASHTO T 245 and Table 301-B.2:2	1 per test strip (NMDOT not required to test)	Behind Laydown Machine before Compaction	Upon Completing Test

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Material or Product	Acceptance Type	Characteristic	Test Method Specifications	Sampling Frequency by Contractor and NMDOT (unless specified)	Point of Sampling	Reporting Time
		Asphalt Binder Content	-	Daily	Strap	End Of Day
		Indirect Tensile Strength	AASHTO T283 and Table 301-B.2:2	1 per test strip (NMDOT not required)	Behind Laydown Machine before Compaction	Upon Completing Test
	Visual Inspection	Homogeneous Mixing ¹		3 per test strip	Behind Laydown machine before compaction	Upon Completing Test
Asphalt Binder (Production)	Measured and Tested for Conformance	Binder Temperature		1 Every Load	Temperature Gauge at Mixing Plant	Upon Completing Test
Foamed Asphalt Stabilized Base (Production)	Measured and Tested for Conformance	Gradation	AASHTO T11, T27 and Table 301-B.2:1 and 301-B.2:2	2 per lane mile (Contractor) 1 per lane mile (NMDOT)	Plant Feed Belt	24 hours
		Moisture	AASHTO T 255	2 per lane mile (Contractor) 1 per lane mile (NMDOT)	Behind Laydown Machine Before Compaction	24 hours
		Asphalt Binder Content	---	Daily (Contractor)	Strap	End of Each Production Day
		Moisture Density Relation (Dry Density)	AASHTO T 180 Method D Modified	1 Per Mix Design Per Day (required), and as needed (NMDOT)	Behind Laydown Machine before Compaction	24 hours
		Density	AASHTO T 310	1 per 1000 feet per lane (required), and as needed (NMDOT)	In-place after compaction	Upon Completing Test
		Marshall Stability	AASHTO T 245 and Table 301-B.2:2	1 per Day (NMDOT not required to test)	Behind Laydown Machine before Compaction	Upon Completing Test
		Dry Indirect Tensile Strength And TSR	AASHTO T283 and Table 301-B.2:2	1 per Day (NMDOT not required to test)	Behind Laydown Machine before Compaction	Upon Completing Test

¹ When sampling for test strip mix design verification testing, visually determine if asphalt globules, stringers, and binder segregation are present. The test strip is considered Acceptable for further mix verification testing if adequate homogeneous mixing is observed.

Appendix A

Moisture-Density Relations of Soils using a Attachment B

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**4.54-kg (10-lb.) Rammer and a 457-mm (18-in.) Drop
AASHTO T-180-15
(Method D-Modified)
For Use with CCPR Only**

The compaction test for soils and aggregate materials determines the dry weight per cubic foot under a given compactive effort and varying water contents over a sufficient range to indicate the maximum dry weight per cubic foot and the optimum moisture content.

- Modification:*
1. *T-180, Method D, modified shall be used for Cold Central Plant Recycling ONLY.*
 2. *A minimum of three (3) points shall be run.*
 3. *A minimum moisture sample size shall be 1000 grams.*
 4. *Only a mechanical hammer will be used.*
 5. *Only a sector face rammer shall be used.*
 6. *Weigh to the nearest 0.1 of a gram or 0.01 of a pound.*

Key Elements:

1. **Obtain Sample.** Obtain sample by AASHTO T-2 from behind the laydown machine. The sample must be large enough that when the oversized (retained on the 19.0-mm (3/4-in.) sieve) particles are removed, 11 lbs. or more of the sample remains **(8.1)**.
2. **Prepare Sample.** The field moisture must be maintained in the sample by storing and transporting the sample in a moisture proof container. The aggregations are to be broken up in such a manner as to avoid reducing the natural size of individual particles **(8.1)**. Various methods of pulverizing may be used as long as it does not cause degradation to the material. Sieve soil over the 19.0-mm (3/4-in.) sieve.

When the sample has oversized particles, use **Annex A1, Correction of Maximum Dry Density and Optimum Moisture Content for Oversized Particles.** *(Correction may of practical significance for materials with only a small percentage of oversized particles. minimum percentage is not specified, correction shall be applied to samples with more percent by weight of oversized particles (A1.1.2).)*

T-180

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3. **Inspect and Prepare Apparatus.** The apparatus shall consist of the following: cylindrical mold with detachable collar and base plate **(3.1)**. A metal rammer with a mass of 4.536 ± 009 kg (10.00 ± 0.02 lb.), and having a sector face with an area equal to 50.80 ± 0.25 mm (2.000 ± 0.01 in) **(3.2)**. A hardened steel straightedge at least 250 mm (10 in.) in length and having one beveled edge **(3.6)**. Balance **(3.4)**, drying oven **(3.5)**, sieves **(3.7)**, graduated cylinder and miscellaneous mixing tools such as mixing pans, spoon, spatula **(3.8)**, sample extruder **(3.3)**, containers **(3.9)**. Only a mechanical compaction hammer will be used, and must be calibrated against a hand hammer of correct weight and drop **(3.2.2 & Note 3)**.
4. **Determine Empty Weight of Cylindrical Mold.** Weigh mold and base plate without detachable collar and record to the nearest 0.1 g or 0.01 of a pound.
5. **Do not add any Moisture to Sample.** The sample of Cold Central Plant Recycling material shall be protected at all times from field moisture loss. The water in the material added during the central plant

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processing will be the only water added to the sample. Three separate and approximately equal representative samples shall be weighed and placed in a plastic bag used for mixing purposes.

6. **Compact Specimen.** Form a specimen by compacting the prepared soil in a 152.40 mm (6 in.) mold, with collar attached, in five approximately equal layers to give a compacted depth of about 125 mm (5 in.). Prior to compaction, place the loose soil into the mold and spread into a layer of uniform thickness. Lightly tamp the soil prior to compaction until it is not in a loose or fluffy state, using either the manual compaction rammer or similar device having a face diameter of approximately 50 mm (2 in.) (9.2). Each layer shall be compacted by 56 uniformly distributed blows over the surface of the layer (11.1) from the rammer dropping free from a height of 457 ± 2 mm (18.00 ± 0.06 in.) above the elevation of the soil (3.2.1). During compaction, the sector face hammer shall overlap the hammer surface area for each blow. During compaction the mold shall rest firmly on a dense, uniform, rigid and stable foundation or base. This base shall remain stationary during the compaction process (9.2).
7. **Trim Top of Compacted Soil.** With the extension collar removed, carefully trim the compacted soil even with the top of the mold, using the steel straightedge. Holes developed in the surface by removal of coarse material shall be patched with smaller sized material (9.2.1).
8. **Weigh Mold and Base Plate with Compacted Soil.** Clean excess material from the outside of the mold and base. Weigh the mold with soil to the nearest 0.1 g or 0.01 of a pound and record (9.2.1).
9. **Obtain Moisture Sample and Weigh.** Remove the material from the mold; it may be necessary to use a sample extruder to remove the compacted specimen. Slice the specimen vertically through the center. Take a representative sample from one of the cut faces; sample the entire length of the specimen (9.3). Place this moisture sample in a suitable container and weigh to the nearest 0.1 g and record. The moisture sample shall weigh not less than 1000 grams.
10. **Place in oven at $110 \pm 5^\circ\text{C}$ ($230 \pm 9^\circ\text{F}$) and dry to constant mass.** Dry sample in accordance with AASHTO T-265. Constant mass is defined as after initial drying the weight of the material decreases by less than 0.1% after a minimum of 10 minutes additional drying.

$$\frac{W1 - W2}{W2} \times 100, \frac{W2 - W3}{W3} \times 100, \text{ etc.}$$

11. **Repeat Steps 5 through 11.** Repeat steps 5 through 11. Prepare 3 specimens total.
12. **Calculate the Wet Weight of Compacted Soil.** Multiply the weight of the compacted specimen, minus the weight of the mold, by 13.33 for masses recorded in pounds (11.1). This result is recorded as the wet weight in pounds per cubic foot (lb/ft^3) of the compacted soil.
13. **Perform Calculations.** Calculate the moisture content and the dry weight of the soils as compacted for each specimen (12.1).

$$\% \text{ Moisture in specimen} = \frac{\mathbf{A} - \mathbf{B}}{\mathbf{B} - \mathbf{C}} \times 100$$

\mathbf{A} = Weight of container and wet soil.
 \mathbf{B} = Weight of container and dry soil.
 \mathbf{C} = Weight of container.

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$$\text{Dry Weight} = \frac{W1}{\% \text{ Moisture} + 100} \times 100 \quad W1 = \text{Wet weight, in lbs/ft}^3 \text{ of compacted soil.}$$

Calibration of Mechanical Compactor to Manual Compactor

Using the soil prepared in accordance with this T-180, Method D, determine the optimum moisture content and maximum dry density. Prepare one five-point curve using the mechanical compactor and another five-point curve using the manual compactor (calibrated hand hammer). Record the values of both maximum dry density and compare each value. If the difference between the two values is equal to or less than 2.0 pounds per cubic foot apart, the mechanical compactor is satisfactory for immediate use.

If the difference between the two values is greater than 2.0 pounds per cubic foot apart, then obtain two additional sets of data. Using the same soil sample, determine the average percentage difference of the maximum dry density of the three values. If the difference between the averages of the three sets is less than 2.0 pounds per cubic foot, the mechanical compactor is satisfactory for immediate use.

If the difference is still greater than 2.0 pounds per cubic foot, then adjust the rammer mass of the mechanical compactor and perform three new maximum dry density curves. If the new average absolute value of the three maximum dry density curves is still not less than 2.0 pounds per cubic foot, continue to make adjustments and repeat this procedure until it is.

For more information on rammer adjustments, refer to ASTM D2168, 5.5 – 5.7.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION MODIFYING**

SECTION 416: MINOR PAVING

All provisions of SECTION 416 – MINOR PAVING of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition, shall apply as modified herein:

416.1 DESCRIPTION

This Work consists of constructing one (1) or more pavement courses of Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA) on a prepared subgrade, aggregate base course or milled surface.

416.2 MATERIALS

The Contractor shall use Materials for minor paving in accordance with Section 423.2 or Section 424.2, “Materials.”

Delete **Section 423.2.7: Reclaimed Asphalt Pavement (RAP)** in its entirety and replace with the following:

Unless otherwise specified in the Contract, the Contractor may use RAP removed under the Contract consisting of salvaged, milled, pulverized, broken, or crushed asphalt pavement. The Contractor may use RAP produced from outside sources provided the following is met: after the Contractor obtains sufficient quantities of RAP aggregate samples in accordance with AASHTO T 308; the Department will Accept RAP for which the coarse aggregate has a percent wear of 40.0 or less, at 500 revolutions, when tested in accordance with

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AASHTO T 96. The Contractor shall provide plus No. 4 RAP Material with a minimum of 75% Fractured Faces content (one (1) face). The Department will make no additional payment for the asphalt binder in the RAP or asphalt binder due to asphalt binder grade adjustment.

In the event the Contractor elects to use up to 15% RAP (by weight) or is specified as a maximum of 15% RAP by the Contract (by weight) in the production of HMA mixtures, the Contractor shall use the PG grade asphalt binder specified in the Contract.

For quantities greater than 15% and up to 25% RAP, the Contractor shall:

1. Either lower the asphalt binder's high and low temperature grades by one (1) grade (e.g. lower a PG 76-22 to a PG 70-28); or
2. Extract, recover, and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M 323, Appendix A, ensuring the resultant binder meets the entire AASHTO M 320 (excluding direct tension) required Project PG asphalt binder properties indicated on the approved mix design.

For quantities greater than 25% and up to 35% RAP, the Contractor shall:

1. Extract, recover, and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M 323, Appendix A; and
2. Ensure the resultant binder meets the entire AASHTO M 320 (excluding direct tension) required Project PG asphalt binder properties indicated on the approved mix design.

The Department will not allow the Contractor to use more than 35% RAP in the production of HMA mixtures.

For Projects of entirely new construction, the Contractor shall:

1. Limit the RAP to 15% in the top mat or extract, recover and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M323, Appendix A; and
2. Ensure the resultant binder meets the entire AASHTO M320 (excluding direct tension) required Project PG asphalt binder properties indicated on the approved mix design.

If Plus Grades of PG asphalt binder is specified on the project, for quantities greater than 15% RAP, the Contractor shall extract, recover, and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M 323, Appendix A. The Contractor shall ensure the resultant binder meets the entire AASHTO M 320 required Project PG asphalt binder properties indicated on the approved mix design including the additional Plus Grade requirements for Elastic Recovery and Solubility.

The Contractor shall:

1. Process RAP so that 100% passes a 1-1/2-inch sieve;
2. Maintain adequate stockpile management (i.e. sufficient quantities and shaping of the stockpiles);
3. Address in the Quality Control Plan how RAP will be controlled, such as which screen will be used to split into two (2) stockpiles, or by what method the RAP will be controlled to keep the resultant mix within Acceptable limits;
4. Account for the weight of the binder in the RAP when batching aggregates;
5. Provide RAP that is free of Deleterious Materials; and
6. Perform process control testing in accordance with Section 902, "Quality Control" requirements as RAP is produced and prepared for inclusion in the HMA.

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If problems with HMA consistency or compliance with Project Specifications occur, additional efforts taken to achieve Acceptable levels of consistency and compliance with Contract Specifications, at the Contractor's discretion (at no additional cost to the Department), include, but are not limited to:

1. Reduce the top size of the RAP from 1-1/2 inch to one (1) inch;
2. Fractionate the aggregates on a second screen, such as the 3/8 inch or 1/4 inch Screen so that the RAP is maintained in three (3) stockpiles, one being RAP larger than 1-1/2 inch to two (2) inches, Coarse RAP and the third being Fine RAP;
3. Ensure that the RAP used in the HMA mix design is representative of the RAP available on the Project;
4. Cover the RAP pile(s) so that ambient moisture is not absorbed; and
5. Process and maintain the stockpiles so that the RAP Material is equally and uniformly distributed throughout the entire stockpile(s) and is withdrawn such that uniform, non-segregated RAP is delivered to the hoppers.

Minor Paving shall be classified as one of the following:

1. Minor Pavement Type I – consists of minor paving that can be placed within the Roadway Prism that is of sufficient size or area to reasonably allow the material to be placed with equipment as described in Section 423.3.4.3 “Pavers” and Section 423.3.4.4 “Compaction Equipment”.

Examples of Minor Pavement Type I include the following:

1. mainline paving
 2. auxiliary lanes
 3. holding lanes
 4. shoulders
2. Minor Pavement Type II – consists of minor paving placed outside the Roadway Prism or in areas within the Roadway Prism that would not allow for the material to be placed with equipment as described in Section 423.3.4.3 “Pavers” and Section 423.3.4.4 “Compaction Equipment”.

Examples of Minor Pavement Type II include the following:

1. driveways
2. turnouts
3. official use crossings
4. widenings less than 10 feet in width
5. utility crossings
6. ADA Improvements
7. all other items not listed in Type I

416.3 CONSTRUCTION REQUIREMENTS

The Contractor shall perform minor paving in accordance with the following 423 Sections or the correlating 424 Sections:

1. Section 423.3.1, “Construction Requirements, General;”
2. Section 423.3.2, “Mix Temperature Requirements;”
3. Section 423.3.3, “Addition of Mineral Admixtures;”

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- 4. Section 423.3.4, "Equipment;" and
- 5. Section 423.3.5, "Placement Operations" excluding 423.3.5.7, "Test Strip & Shakedown Period."

No referee testing will be required for Minor Paving, but may be used if both parties agree in writing at the Pre-Pave Conference. If used, referee testing will be done in accordance with Sections 423.3.7, "Dispute Resolution" and 424.3.7, "Dispute Resolution."

416.3.1 Sampling and Testing

416.3.1.1 Contractor Quality Control

The Contractor shall provide quality control measures in accordance with Section 902, "Quality Control."

The Contractor shall identify the proposed Lot size in the Quality Control Plan for approval by the Project Manager

416.3.1.2 Department Quality Assurance

The Department will provide quality assurance measures in accordance with Section 905 "Quality Assurance."

416.3.1.2.1 Acceptance

The Department will Accept Materials in accordance with Section 905.1.3, "Acceptance."

416.3.1.3 Independent Assurance Testing

The Department will perform Independent Assurance sampling and testing in accordance with Section 906, "Minimum Testing Requirements."

416.4 METHOD OF MEASUREMENT

If the Department measures by the square yard, the Department will measure minor pavement using the dimensions shown in the Contract or approved field measurements.

416.5 BASIS OF PAYMENT

The Department will adjust payment for minor pavement in accordance with Section 905.1.3.2, "Acceptance Lots and Pay Factor Determination."

Pay Item	Pay Unit
<i>Minor Pavement Type I</i>	Ton
<i>Minor Pavement Type II</i>	Ton

416.5.1 Price Adjustments

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The Department will pay for Accepted quantities of Minor Pavement at the Bid Item Unit Price, adjusted in accordance with Section 905.1.4 "Pay Factor Determination".

416.5.2 Work Included in Payment

The Department will consider as included in the payment for the pay item(s) listed in this section and will not measure or pay separately for the following Work:

1. Asphalt binder, anti-strip, aggregate, blending sand, mineral filler, mineral admixture, and WMA additive or process as appropriate;
2. Mixing, hauling, placement, and compaction of HMA or WMA;
3. Providing Mix Design in accordance with Section 423.2.8' "Mix Design;"
4. Quality Control in accordance with Section 902, "Quality Control;"
5. Providing and transporting all cores; and
6. Providing storage container for samples and cores if referee testing is used.

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**NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION MODIFYING**

SECTION 905: QUALITY ASSURANCE FOR MINOR PAVING

All provisions of SECTION 905 – QUALITY ASSURANCE FOR MINOR PAVING of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition, shall apply as modified herein:

905.1 DESCRIPTION

The Department will sample and test Materials for Acceptance unless otherwise specified in the Contract. Department testing is not for Quality Control.

905.1.1 Department Sampling and Testing for Acceptance

Acceptance sampling and testing will be performed by Department representatives, certified by the Department through TTCP in the applicable test procedures. The testing procedures utilized will be in accordance with test methods and modifications as found in the current TTCP Manual(s), AASHTO or Department methods.

The Department will sample and test in accordance with Section 906, “Minimum Testing Requirements” or at a lesser subplot size for Assurance purposes as determined by the Project Manager before production of Material begins. If Material appears defective, or if the Project Manager determines that a change in the process or product has occurred, additional sampling and testing may occur.

If the Department performs additional informational sampling and testing, the results will be used only to determine if corrective action is need to be taken by the Contractor and will not be used for Pay Factor Determination.

The Department will provide test results to the Contractor within two (2) Working Days after sampling. Any additional testing by the Department will be provided to the Contractor upon written request.

905.1.2 Independent Assurance Testing

TTCP certified independent personnel will perform Independent Assurance testing on split samples from Quality Control and Assurance programs to ensure that the Contractor and Department field personnel are using correct and accurate procedures and the proper Equipment. These personnel will not have direct responsibility for Quality Control or Assurance testing. Independent Assurance Test results will not be used for Acceptance.

905.1.3 Acceptance

The Department will Accept the constructed product based on inspection and Laboratory testing.

The Department will test samples of Minor Paving Type I HMA/WMA before compaction and on cut pavement samples (cores).

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The Department will Accept Minor Paving Type I, the constructed product based on the following criteria:

Type I Minor Pavement:

1. Laboratory air voids as determined in accordance with AASHTO T312, AASHTO T166 and AASHTO T209;
2. Asphalt content as determined by the tank strap method or plant asphalt metering system defined in the Contractor's Quality Control Plan (binder ignition oven calibration samples will not be required);
3. Final thickness of the compacted Material as measured from cores in accordance with ASTM D3549; and
4. Density of the compacted HMA/WMA as determined in accordance with AASHTO T355 Standard Method of Test for In-Place Density of Asphalt Mixtures by Nuclear Methods. Percent compaction will be calculated using the current average Gmm representing that day.

The Department will test samples of Minor Paving Type II HMA/WMA before compaction and on cut pavement samples (cores).

The Department will Accept Minor Paving Type II, the constructed product based on the following criteria:

Type II Minor Pavement:

1. Final thickness of the compacted Material as measured from cores in accordance with ASTM D3549, or other method as approved by the Project Manager.
2. Density of the compacted HMA/WMA as determined in accordance with AASHTO T355 Standard Method of Test for In-Place Density of Asphalt Mixtures by Nuclear Methods. Percent compaction will be calculated using the current average Gmm for the lot.

For both Type I and Type II Minor Pavement, in order to establish a Densometer correlation factor, the Contractor shall provide cores from three (3) locations designated by the Project Manager. A new correlation factor can be requested if a change in Materials, conditions, or densometer has occurred or if the accuracy of the established correlation factor is in question.

For both Type I and Type II Minor Pavement, the Project Manager may reject Material that appears to be defective based on visual inspection.

905.1.4 Pay Factor Determination

The Department will determine component pay factors in accordance with:

1. Table 905.1.4.1:1, "Single Test Pay Factor for Correlated In-Place Density",
2. Table 905.1.4.1:2, "Single Test Pay Factor for Laboratory Air Voids",
3. Table 905.1.4.1:3, "Single Test Pay Factor for Asphalt Content", and
4. Table 905.1.4.1:4 "Single Test Pay Factor for Thickness".

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Table 905.1.4.1:1
Single Test Pay Factor for Correlated In-place Density ^a

Percent Compaction	Pay factor (%)
> 97.99	Reject
97.0 – 97.99	90
96.01 – 96.99	95
92.00 – 96.00	105
91.50 – 91.99	95
90.50 – 91.49	90
90.00 – 90.49	80
< 90.00	Reject

^a Minimum of ten (10) density tests per Lot is required

For Projects consisting of single lift overlays or mill and inlay with a single lift of two and a half inches or less, the Project Manager may grant an exception to the mean density target requirement of at least 94.5% of the theoretical maximum density if the Contractor can demonstrate that a minimum of 92.0% cannot be reasonably obtained because of the existing conditions of the Pavement Structure or Subgrade Materials. The Contractor demonstrates this by providing non-destructive density results obtained during paving operations witnessed by a State Inspector at the location in question. If the Project Manager grants this exemption, the Contractor shall construct a Roadway test strip and develop an HMA/WMA compaction process to get the highest possible density based on an approved roller's density gain per pass, in accordance with Section 423.3.4.4, "Compaction Equipment." The Project Manager will approve the process, establish a new target value for density and establish a new Acceptance lot only for the portion of the Project addressed herein before paving begins or continues. Regardless of lift, a minimum density of 91.0% shall be achieved on all NHS Routes, as provided on the NMDOT external website.

Table 905.1.4.1:2
Single Test Pay Factor for Laboratory Air Voids ^{a, b}

Deviation from TV shown on approved JMF	Pay factor (%)
< ±1.4	105
±1.5 to ±1.6	95
±1.7 to ±1.8	85
±1.9 to ±2.0	75
≥ ±2.0	Reject

^a Minimum of three (3) laboratory air void tests per Lot is required

^b Laboratory air voids obtained on Type II Minor Pavement shall not be used for pay determination

Table 905.1.4.1:3
Single Test Pay Factor for Asphalt Content ^a

Deviation from TV shown on approved JMF	Pay factor (%)
< ±0.35	100

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Table 905.1.4.1:3
Single Test Pay Factor for Asphalt Content ^a

Deviation from TV shown on approved JMF	Pay factor (%)
±0.36 to ±0.55	90
≥±0.56	Reject

^a Minimum of three (3) asphalt contents per Lot is required

Table 905.1.4.1:4
Single Test Pay Factor for Thickness

Negative Deviation from Minimum Plan Thickness	Pay factor (%)
Plan Minimum Thickness or Thicker	100
≤1/4 inch	100
> 1/4 inch to 1/2 inch	90
> 1/2 inch to 3/4 inch	75
> 3/4 inch to 1.0 inch	50
> 1.0 inch	Corrective Action ¹

¹ Corrective action includes removal and replacement, overlay, or other corrective actions approved by the Project Manager. Thin or feathered edge surface patching is not acceptable. If the Contractor elects to overlay the deficient area(s) the overlay lift thicknesses must meet the requirement of Table 905.1.4.1:5, "HMA/WMA Lift Thickness Requirements".

Table 905.1.4.1:5
HMA/WMA Lift Thickness Requirements

HMA/WMA Type	Lift Thickness (Inches)	
	Minimum	Maximum
SP-III	2.5	3.5
SP-IV	1.5	3.0
SP-V	0.75	1.5

The Contractor shall remove and replace rejected Material identified as per Table 905.1.4.1:1, "Single Test Pay Factor for Correlated In-Place Density", Table 905.1.4.1:2, "Single Test Pay Factor for Laboratory Air Voids", and Table 905.1.4.1:3, "Single Test Pay Factor for Asphalt Content".

In lieu of removing and replacing rejected Material, if in the best interest of the Department, the Project Manager may allow the Material to remain in place at 50% of the Bid Item Unit Price.

905.1.6 Price Adjustments

The Department will pay for Accepted quantities of Minor Pavement by multiplying the Bid Item Unit Price by the composite pay factor determined on a lot by lot basis by:

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Determining each component single test pay factor average as determined by:

1. Table 905.1.4.1:1, "Single Test Pay Factor for Correlated In-Place Density",
2. Table 905.1.4.1:2, "Single Test Pay Factor for Laboratory Air Voids",
3. Table 905.1.4.1:3, "Single Test Pay Factor for Asphalt Content", and
4. Table 905.1.4.1:4 "Single Test Pay Factor for Thickness".

The composite pay factor for each lot will be determined by multiplying the average of each component single test property pay factor and the weighting factors in Table 905.1.6:1 for Type I Minor Pavement, or Table 905.1.6:2 for Type II Minor Pavement.

The maximum pay factor per lot is one (1.0), if the composite pay factor for a lot is greater than one (1.0), the pay factor will be set at one (1.0).

Table 905.1.6:1
Weighting Factors
Type I Minor Pavement

Characteristic	"f" Factor (%)
Correlated In-place Density	35
Laboratory Air Voids	35
Asphalt Content	20
Thickness	10

Table 905.1.6:2
Weighting Factors
Type II Minor Pavement

Characteristic	"f" Factor (%)
Correlated In-place Density	50
Thickness	50

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Items:

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided for **NMDOT District 6 only**. It is understood that the vendor providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

Items	Approx. Qty.	Unit	Article and Description	(AA) Price	(AB) Price	(AC) Price
001	1	SY	Cold Central Plant Recycle 0 - 2000 S.Y. 3" to 6" Depth	\$21.00	\$23.00	\$29.00
002	1	SY	Cold Central Plant Recycle 0 - 2000 S.Y. 6.1" to 9" Depth	\$23.00	\$30.00	\$46.00
003	1	SY	Cold Central Plant Recycle 0 - 2000 S.Y. 9.1" to 12" Depth	\$25.00	\$39.00	\$63.00
004	1	SY	Cold Central Plant Recycle 2001 - 4000 S.Y. 3" to 6" Depth	\$13.50	\$20.00	\$19.00
005	1	SY	Cold Central Plant Recycle 2001 - 4000 S.Y. 6.1" to 9" Depth	\$15.70	\$27.00	\$28.00
006	1	SY	Cold Central Plant Recycle 2001 - 4000 S.Y. 9.1" to 12" Depth	\$20.00	\$35.00	\$37.00
007	1	SY	Cold Central Plant Recycle Above 4000 S.Y. 3" to 6" Depth	\$7.77	\$20.00	\$13.00
008	1	SY	Cold Central Plant Recycle Above 4000 S.Y. 6.1" to 9" Depth	\$12.20	\$24.00	\$17.00
009	1	SY	Cold Central Plant Recycle Above 4000 S.Y. 9.1" to 12" Depth	\$17.00	\$28.00	\$22.00
010	1	SY	Full Depth Reclamation 0 - 2000 S.Y. 3" to 6" Depth	\$19.25	\$19.00	\$25.00

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Items	Approx. Qty.	Unit	Article and Description	(AA) Price	(AB) Price	(AC) Price
011	1	SY	Full Depth Reclamation 0 - 2000 S.Y. 6.1" to 9" Depth	\$22.00	\$20.00	\$32.00
012	1	SY	Full Depth Reclamation 0 - 2000 S.Y. 9.1" to 12" Depth	\$25.00	\$23.00	\$40.00
013	1	SY	Full Depth Reclamation 2001 - 4000 S.Y. 3" to 6" Depth	\$14.00	\$17.00	\$16.00
014	1	SY	Full Depth Reclamation 2001 - 4000 S.Y. 6.1" to 9" Depth	\$15.00	\$18.00	\$23.00
015	1	SY	Full Depth Reclamation 2001 - 4000 S.Y. 9.1" to 12" Depth	\$18.00	\$21.00	\$31.00
016	1	SY	Full Depth Reclamation Above 4000 S.Y. 3" to 6" Depth	\$5.67	\$7.00	\$5.75
017	1	SY	Full Depth Reclamation Above 4000 S.Y. 6.1" to 9" Depth	\$7.76	\$7.75	\$6.00
018	1	SY	Full Depth Reclamation Above 4000 S.Y. 9.1" to 12" Depth	\$11.99	\$9.25	\$8.00
019	1	Ton	Asphalt Binder	\$695.00	\$650.00	\$660.00
020	1	Ton	Mineral Filler	\$215.00	\$230.00	\$230.00
021	1	SY- IN	Cold Milling (Asphalt) 0" - 6"	\$0.67	\$0.55	\$0.52
022	1	SY- IN	Cold Milling (Asphalt) 6.1" - 9"	\$0.67	\$0.50	\$0.52
023	1	SY	Unstable Subgrade Stabilization	\$10.00	\$25.00	\$25.00
024	1	Ton	Placement of Contractor provided Minor Pavement Type I - SPIII w/PG 70-22, 0 - 1,500 Ton	\$101.00	\$103.00	\$105.00

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Items	Approx. Qty.	Unit	Article and Description	(AA) Price	(AB) Price	(AC) Price
025	1	Ton	Placement of Contractor provided Minor Pavement Type I - SPIII w/PG 70-22, 1,501 - 3,000 Ton	\$95.00	\$95.00	\$95.00
026	1	Ton	Placement of Contractor provided Minor Pavement Type I - SPIII w/PG 70-22, Above 3,000 Ton	\$90.45	\$82.50	\$84.00
027	1	Ton	Placement of Contractor provided Minor Pavement Type I - SP IV w/PG 70-22, 0 - 1,500 Ton	\$104.00	\$105.00	\$110.00
028	1	Ton	Placement of Contractor provided Minor Pavement Type I - SP IV w/PG 70-22, 1,501 - 3,000 Ton	\$97.00	\$97.00	\$101.00
029	1	Ton	Placement of Contractor provided Minor Pavement Type I- SP IV w/PG 70-22, Above 3,000 Ton	\$93.00	\$84.00	\$84.50
030	1	Ton	Placement of State provided Minor Pavement Type I - SPIII w/PG 70-22, 0 - 1,500 Ton	\$28.52	\$30.00	\$36.00
031	1	Ton	Placement of State provided Minor Pavement Type I - SP III w/PG 70-22, 1,501 - 3,000 Ton	\$22.57	\$28.00	\$24.00
032	1	Ton	Placement of State provided Minor Pavement Type I - SPIII w/PG 70-22, Above 3,000 Ton	\$18.26	\$25.00	\$21.00
033	1	Ton	Placement of State provided Minor Pavement Type I - SPIV w/PG 70-22, 0-1,500 Ton	\$28.52	\$30.00	\$37.00

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Items	Approx. Qty.	Unit	Article and Description	(AA) Price	(AB) Price	(AC) Price
034	1	Ton	Placement of State provided Minor Pavement Type I - SPIV w/PG 70-22, 1,501-3,000 Ton	\$22.57	\$28.00	\$30.00
035	1	Ton	Placement of State provided Minor Pavement Type I - SPIV w/PG 70-22, Above 3,000 Ton	\$19.26	\$25.00	\$28.00
036	1	Ton	Placement of Contractor provided Minor Pavement Type II - SPIII w/PG 70-22, 0 - 1,500 Ton	\$138.00	\$110.00	\$110.00
037	1	Ton	Placement of Contractor provided Minor Pavement Type II - SPIII w/PG 70-22, 1,501 - 3,000 Ton	\$128.00	\$105.00	\$100.00
038	1	Ton	Placement of Contractor provided Minor Pavement Type II - SPIII w/PG 70-22, Above 3,000 Ton	\$125.00	\$95.00	\$89.00
039	1	Ton	Placement of Contractor provided Minor Pavement Type II - SP IV w/PG 70-22, 0 - 1,500 Ton	\$141.00	\$115.00	\$115.00
040	1	Ton	Placement of Contractor provided Minor Pavement Type II - SP IV w/PG 70-22, 1,501 - 3,000 Ton	\$130.00	\$110.00	\$106.00
041	1	Ton	Placement of Contractor provided Minor Pavement Type II - SP IV w/PG 70-22, Above 3,000 Ton	\$127.00	\$100.00	\$90.00
042	1	Ton	Placement of State provided Minor Pavement Type II - SPIII w/PG 70-22, 0 - 1,500 Ton	\$65.53	\$40.00	\$41.00

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Items	Approx. Qty.	Unit	Article and Description	(AA) Price	(AB) Price	(AC) Price
043	1	Ton	Placement of State provided Minor Pavement Type II - SP III w/PG 70-22, 1,501-3,000 Ton	\$55.96	\$35.00	\$29.00
044	1	Ton	Placement of State provided Minor Pavement Type II - SPIII w/PG 70-22, Above 3,000 Ton	\$53.30	\$32.50	\$26.00
045	1	Ton	Placement of State provided Minor Pavement Type II - SPIV w/PG 70-22, 0-1,500 Ton	\$66.53	\$40.00	\$42.00
046	1	Ton	Placement of State provided Minor Pavement Type II - SPIV w/PG 70-22, 1,501-3,000 Ton	\$55.96	\$35.00	\$35.00
047	1	Ton	Placement of State provided Minor Pavement Type II - SPIV w/PG 70-22, Above 3,000 Ton	\$53.30	\$32.50	\$33.00
048	1	Ton	Placement of Contractor provided Tack Coat Material	\$590.00	\$625.00	\$625.00
049	1	Ton	Placement of Contractor provided Prime Coat Material	\$604.00	\$650.00	\$575.00
050	1	Hour	Traffic Control to include traffic control plan URBAN	\$445.00	\$400.00	\$325.00
051	1	Hour	Traffic Control to include traffic control plan RURAL	\$430.00	\$310.00	\$325.00
052	1	LF	Temporary Pavement Markings	\$0.48	\$0.045	\$0.20
053	1	LF	Permanent Pavement Markings	\$0.29	\$0.20	\$0.20
054	1	Mile	Mobilization- Cold Central Plant Recycle	\$110.00	\$700.00	\$650.00
055	1	Mile	Mobilization- Full Depth Reclamation	\$150.00	\$450.00	\$350.00

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Items	Approx. Qty.	Unit	Article and Description	(AA) Price	(AB) Price	(AC) Price
056	1	Hour	Hauling of Material	\$96.00	\$100.00	\$95.00
057	1	Ton Mile	Hauling of Material: 0-25 miles from Central Plant/Supplier	\$0.34	\$0.33	\$0.31
058	1	Ton Mile	Hauling of Material: 26-50 miles from Central Plant/Supplier	\$0.30	\$0.31	\$0.26
059	1	Ton Mile	Hauling of Material: 51-75 miles from Central Plant/Supplier	\$0.28	\$0.29	\$0.24
060	1	Ton Mile	Hauling of Material: 76-100 miles from Central Plant/Supplier	\$0.27	\$0.27	\$0.23
061	1	Ton Mile	Hauling of Material: 101-125 miles from Central Plant/Supplier	\$0.26	\$0.25	\$0.23
062	1	Ton Mile	Hauling of Material: 126-150 miles from Central Plant/Supplier	\$0.25	\$0.23	\$0.23
063	1	Ton Mile	Hauling of Material: over 150 mile from Central Plant/Supplier	\$0.24	\$0.23	\$0.23

*** 63 Items Total ***



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.: B.

Index (Council Goals): Quality of Life - Public Safety

Presenters: Troy Hughes, Fire Chief and Xavier Anderson, Senior Management Analyst

Legislative File: AGR1051-24

Title

Approval of General Services, Agreement No. AGR 24-51 with Vega Architecture LLC in the Amount of \$1,615,868.81 for the site study and station design of Fire Station 4.

Recommended Action

I move that Council approve Contract for General Services, Agreement No. AGR 24-51 with Vega Architecture LLC for the station design and site study of Station 4 in the amount not to exceed \$1,615,868.81 plus applicable gross receipts tax.

County Manager's Recommendation

The County Manager recommends that Council approve the service contract with Vega Architecture LLC for the station design and site study of Station 4 in the amount not to exceed \$1,615,868.81.

Body

LAFD's current Station 4 is more than 50 years old. This fire station was not designed or built to accommodate the weight of modern fire apparatus and lacks proper support facilities to serve today's fire service responders. Deficiencies include the lack of any gender-neutral sleeping areas and bathroom facilities. Cancer prevention is another significant shortfall in the design of the current Fire Station 4. The design of the new fire station will include proper separations and decontamination facilities to ensure carcinogens firefighters contact on emergency calls are properly addressed and not brought into the living quarters of the new fire station. The current fire station has an old HVAC system that is not energy efficient and fails to properly heat and cool all living areas of the fire station. Energy efficiency through a variety of ways will be a focus of the new fire station design. Access to the current fire station does not comply with the Americans with Disabilities Act (ADA). The current fire station lacks proper water runoff drainage, which results in water intruding into the basement area. The current fire station has provided Los Alamos with more than 50 years of service but is outdated and no longer meets the needs of our community and first responders.

Los Alamos Fire Department (LAFD) has been planning for this replacement for several years. LAFD earmarked a significant amount of the Fire Marshal's Distribution Funds over the last three years and has saved enough of this funding to pay the entire cost of these services.

LAFD fire station modernization is ongoing at Los Alamos National Laboratory (LANL). Three fire stations will be built over the next couple of years on LANL. One is under construction now, the second should begin construction in the coming months, and the third is in the planning stage

and will begin construction soon. Replacement of Fire Station 4 will allow Los Alamos County to keep pace with the fire stations on LANL and ensure LAFD first responders are given the same protections from harm at LAC stations that they will have at LANL fire stations.

The architect will provide support during all phases of the project. The first phase will be the site selection process where they will provide conceptual drawings on at least three different potential build sites. They will also provide their expertise for each potential site in the way of predicted costs to build and potential negatives or positives for each site that will be shared during public town hall meetings and eventually with the Council for a final site selection decision.

Following the site selection process, the architect will fully design the fire station on the chosen site. This design will be used to solicit a contractor to build the fire station. Throughout the construction phase, the chosen architect will provide direct support to the Los Alamos County Project Manager and to the contractor to ensure the building is constructed as designed.

Alternatives

Continue to use the current station.

Fiscal and Staff Impact/Unplanned Item

The funding for the is available through the Fire Marshal Distribution Fund.

Attachments

A - Services Agreement AGR24-51



**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 **Vega Architecture, LLC**, a Colorado limited liability corporation ("Consultant"), collectively (the "Parties"), to be effective for all purposes June 12, 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. 24-51 ("RFP") on January 23, 2024 requesting proposals for architectural and engineering services for a Fire Station, as described in the RFP; and

WHEREAS, Consultant timely responded to the RFP by submitting a response dated February 13, 2024 ("Consultant's Response"); and

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

WHEREAS, the County Council approved this Agreement at a public meeting held on June 11, 2024; and

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

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

SECTION A. SERVICES:

1. **General:** Consultant shall provide professional architectural and engineering ("A/E") services as described herein, (hereafter "Services" or "Project") at the prices listed in the Compensation Rate Schedule, attached hereto as Exhibit A, and made a part hereof for all purposes. Services shall include site evaluation for three (3) alternate sites, site selection, pre-design, schematic design, design development and construction administration. Design shall meet all requirements for Leadership in Energy and Environmental Design ("LEED") silver certification. During all phases of the Project, Consultant shall coordinate with all requisite County staff including County's designated Project Manager, Public Works Department, Los Alamos Fire Department ("LAFD"), Information Management, and Department of Public Utilities personnel. Consultant shall respond to all applicable design requirements imposed by those authorities and entities.
2. **Project Initiation Meeting:** Consultant shall, within ten (10) business days from the Effective Date of this Agreement, schedule and host a kick-off meeting with County's designated staff. The Project initiation meeting shall be in person or virtual as determined by County, and include at a minimum:

- a. Establish a mutually agreed upon Project Schedule to accomplish key tasks and durations by which each task is completed. Within five (5) business days from the kick-off meeting, provide a written Project Schedule to County's designated Project Manager for review and approval.
 - b. Establish communication protocols, progress reporting requirements, meeting frequency, and a meeting format, with meetings occurring either in-person or online in a virtual format as agreed upon by the Parties.
 - c. Identify document format and data transfer methods between Consultant and County.
 - d. Verify understanding of the LAFD requirements to optimize a design which supports familiarity, efficiency, turnout speed, ease of use, and the health and well-being of the firefighters.
- 3. Site Selection:** Following the Project Initiation Meeting, Consultant shall commence with Site Evaluation and Public Engagement. The three (3) alternative identified sites for the relocation of Fire Station Number 4 ("FS4"), in Los Alamos, New Mexico, are; the current FS4 Site, located at 4401 Diamond Drive, the Golf Course Maintenance Yard Entry, located at 9999 San Ildefonso Road, and the Loma Linda Play Lot Area, located at 101 North Mesa Road.

Services in the site selection phase shall include, at a minimum:

- a. Fire Response Time Evaluation, Turnout Time Evaluation, Environmental Analysis, and review of County-provided Geographic Information System ("GIS") information.
 - b. In-person visits to all three sites to generally verify and better understand the existing conditions and to Light Detection and Ranging ("LIDAR") scan the building sites.
 - c. Prepare and provide to County an Evaluation Decision Matrix which identifies key factors such as topography, soils, accessibility, proximity to roads and utility services, utility locations, environmental impacts, parking, training area, expansion potential/phasing and costs.
 - d. Compile reports, evaluations and analysis to create a two-dimensional ("2D") and three-dimensional ("3D") test fit site plan for each site, along with a photometric plan and report detailing the pros and cons of each site, feasibility, anticipated cost implications and potential challenges.
 - e. Produce presentation materials for up to six (6) public meetings to present the sites to relevant stakeholders, for the purpose of encouraging discussion and gathering feedback from the community.
 - f. Assist with and attend up to six (6) in-person (with optional virtual hybrid access) public meetings pertaining to the sites.
 - g. Amend reports for each site as needed based on feedback received.
 - h. Meet with County staff, including County's designated Project Manager, to determine a recommendation for a preferred site and present the site(s) to County Council for approval.
- 4. Pre-Design:**
- a. Upon approval of a selected site, Consultant shall meet with County to update the project schedule if needed, discuss and agree upon any updated goals.
 - b. Consultant shall complete a survey and geotechnical evaluation of the selected site.
 - c. Consultant shall develop the conceptual design for the project as it relates to the selected site and provide a narrative for assumed architectural, structural,

mechanical, electrical, civil, landscape, and LAFD interior requirements along with an anticipated specification table of contents.

5. Schematic Design (“SD”):

- a. Upon County approval of the pre-design/conceptual design, Consultant shall develop the design plans and engineering to indicate – on a schematic level, the intended design, and to form the basis of a schematic design level cost estimate.
- b. Consultant shall create a report of anticipated LEED points for the project.
- c. Consultant shall schedule, facilitate and attend an in-person meeting every two (2) weeks, including attendance at public meetings upon request by County.
- d. Consultant shall provide a floor plan, building code analysis, site plan, and other 2D and 3D design representations to schematically indicate the intended design direction.
- e. Consultant shall provide an SD cost estimate and narrative of the conceptual design project approach for all disciplines.

6. Design Development:

- a. Upon County approval of the schematic design, Consultant shall develop the design to further work out critical details and specifications.
- b. At the completion of the design development phase, Consultant shall, at a minimum, provide updated drawings from the SD phase, elevations, wall sections, interior elevations, equipment schedules, relevant details, structural plans, mechanical, electrical, plumbing, civil plans, and relevant specifications.
- c. Consultant shall provide 3D representations, an updated cost estimate, and LEED progress report.
- d. Consultant shall schedule, facilitate and attend virtual meetings with County every two (2) weeks and an in-person meeting at the completion of the Design Development phase to review deliverables.

7. Construction Documents or Contract Documents:

- a. Upon County approval of the design development phase and related documentation, Consultant shall finalize the design to create a complete set of drawings and specifications for building permit submission and bidding.
- b. Consultant shall provide updated 3D representations, an updated cost estimate, and the final LEED project report.
- c. Consultant shall schedule, facilitate and meet with County every two (2) weeks and attend an in-person meeting at the completion of the Construction Document phase to review the deliverables.
- d. Upon County’s review, and assuming no major design changes are proposed by the County, Consultant shall amend the construction/contract drawings per County comments to release the final 100% final bid drawings and specifications.

8. Bidding and Permitting:

- a. During the bidding phase, Consultant shall assist County with the bidding process. This will include answering bidder questions, and revising drawings if errors or conflicts are discovered.
- b. Consultant shall attend one (1) pre-bid meeting, either in-person or virtually as specified by County.
- c. Consultant shall assist the County in its review and evaluation of bids.

9. Construction Contract Administration:

Consultant shall provide administration of the construction contract and shall be the County's representative during construction until the date Consultant issues the final certificate for payment. Services during Construction Contract Administration shall include, at a minimum:

- a. Site visits at intervals appropriate to the stage of construction, approximately once per month, unless otherwise agreed to in writing by County, to evaluate progress and quality of the portion of the construction being completed, and to determine in general if the construction work observed is being performed in a manner indicating that when completed, the project will be in accordance with the construction contract. On the basis of site visits, Consultant shall keep County informed about the progress and quality of the portion of the construction work completed, and promptly report to the County: Known deviations from the construction contract documents; Known deviations from the most recent construction schedule as agreed between County and Construction Contractor; and defects and deficiencies observed in the construction work.
- b. Generate and provide the County a written site report.
- c. Attend weekly virtual meetings with County Project Manager and the Construction Contractor.
- d. Approve progress payment applications/approve certificates for payment.
- e. Respond in writing to requests for information from the Construction Contractor.
- f. Review shop drawings and submittals.
- g. Review and respond in writing to substitution requests.
- h. Review change orders.
- i. Prepare a written punch list.
- j. Determine Substantial Completion and Final Completion.
- k. Review record drawings, also known as as-built drawings, provided by the Construction Contractor.
- l. As part of construction closeout, provide digital record drawings in PDF and DWG file formats based on the Construction Contractor's marked-up record drawings. Also, provide building information model (BIM) construction drawing files in computer-aided drawing software used by architect (ArchiCAD).
- m. Review and provide LEED documentation to County with all needed written information to apply for and receive LEED silver certification.
- n. Commissioning -defined as the integrated, systematic process to ensure, through documented verification, that all building systems perform interactively according to the "Design Intent".
- o. Inspection of the project eleven (11) months after Substantial Completion to determine any necessary warranty work.

Construction contract administration tasks shall occur within the submittal schedule or, if no submittal schedule was provided, within five (5) business days of receiving the materials or request for Consultant review, unless otherwise agreed to in writing by County. When and as needed, County reserves the right to request in writing a faster turnaround for Consultant review if needed to expedite the construction projected. Consultant shall make all reasonable efforts to meet County's request for an expedited turnaround.

10. Additional alternative County-requested Services, if mutually agreed-upon between the Parties, i.e., future or optional services that require additional Consultant services,

throughout the term of the Agreement, may be provided to the County at a cost to the County as set forth in an additional alternate Statement of Services (or Work). Additional alternative Service fees are to be approved by the County prior to Consultant providing Services, in an amount not to exceed fees and hourly rates specified in Exhibit B.

SECTION B. TERM: The term of this Agreement shall commence June 12, 2024 and shall continue through June 11, 2027, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up four (4) consecutive one-year period(s), unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed ONE MILLION, SIX HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED SIXTY-EIGHT AND 81/100 DOLLARS (\$1,615,868.81), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Consultant shall submit itemized monthly 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: Consultant 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 CONSULTANT, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Consultant as an independent contractor. Consultant is not an agent or employee of County and shall not be considered an employee of County for any purpose. Consultant, 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 Consultant nor any employee of Consultant shall be entitled to any benefits or compensation other than the compensation specified herein. Consultant shall have no authority to bind County to any agreement, contract, duty, or obligation. Consultant shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Consultant 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 Consultant 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: Consultant 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. Consultant 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, drawings, renderings, schematics, models, elevations, engineered plans 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; Consultant shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Consultant 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. Consultant shall not use deliverables in any manner for any other purpose without the express written consent of County.

The Project constitutes an “architectural work” commissioned by the County as a “work made for hire”. If any existing copyrightable elements are part of the design, the Consultant grants the County an unrestricted non-exclusive right to copy, use, display, modify, transform, create derivative works from, alter and change the design, plans, drawings, schematics and the Fire Station structure and accoutrements. The Fire Station plan’s design parameters and the County’s planned use of the building, originate with the County. The Consultant’s customary structural, mechanical, and electrical engineering services and deliverables are not copyrightable.

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

SECTION I. INSURANCE: Consultant 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. Consultant 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 Consultant shall not provide any Services under this Agreement unless and until Consultant has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Consultant 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 Consultant fails to comply with the Worker’s Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Consultant 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: Consultant 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. Consultant 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: Consultant 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, Consultant shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Consultant 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 Consultant 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 Consultant 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 Consultant also agree that this term is a material inducement for each to enter this Agreement, and that both County and Consultant 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 Consultant 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 Consultant also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Consultant warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Consultant 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 Consultant or Consultant'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 Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION R. NON-ASSIGNMENT: Consultant 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: Consultant shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and shall assure that all of Consultant's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

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

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

Consultant:
David Grooms, Principal
Vega Architecture, LLC
495 West Cedar Avenue
Denver, Colorado 80223

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

SECTION AD. 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 X. The Confidential Information Disclosure Statement shall be completed by Consultant as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

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

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

VEGA ARCHITECTURE, LLC, A COLORADO LIMITED LIABILITY CORPORATION

BY: _____
DAVID GROOMS, AIA **DATE**
PRINCIPAL

**Exhibit A
Compensation Rate Schedule
AGR24-51**

Phase	Design Fee	% of Fee	Reimbursable Expense
Site Selection	\$195,000.00	16%	\$6622.00
Pre-Design	\$103,250.00	8%	-
Schematic Design (30%)	\$111,500.00	9%	\$3355.00
Design Development (60%)	\$240,550.00	19%	\$1760.00
Construction Documents/Contract Documents (100%)	\$276,000.00	22%	\$1760.00
Bidding & Permitting	\$17,400.00	1%	\$1650.00
Construction Administration/Contract Administration	\$292,550.00	24%	\$22,770.00
TOTAL	\$1,236,250.00	100%	\$37,917.00

Optional Services	Fee		
Traffic engineering or Traffic Impact Study	\$22,000 per site		
IT/Data Design	\$9,900.00		
Full survey for other two sites considered during site selection phase	\$14,200.00 per site		
Geotechnical testing for other two sites considered during site selection phase	\$27,000.00 per site		

Exhibit B
Hourly Rate Schedule
Additional Services
AGR24-51

	Title	2024	2025	2026	2027	2028	2029	2030	2031
Architecture VEGA Architecture									
	Principal	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Senior Project Manager	\$185	\$190	\$194	\$199	\$204	\$209	\$215	\$220
	Project Manager	\$175	\$179	\$184	\$188	\$193	\$198	\$203	\$208
	Project Architect	\$145	\$149	\$152	\$156	\$160	\$164	\$168	\$172
	Designer	\$135	\$138	\$142	\$145	\$149	\$153	\$157	\$160
	Interiors	\$135	\$138	\$142	\$145	\$149	\$153	\$157	\$160
	Staff	\$135	\$138	\$142	\$145	\$149	\$153	\$157	\$160
Electrical Engineering AE Design									
	Principal	\$265	\$272	\$278	\$285	\$293	\$300	\$307	\$315
	Director	\$245	\$251	\$257	\$264	\$270	\$277	\$284	\$291
	Senior Project Manager	\$235	\$241	\$247	\$253	\$259	\$266	\$273	\$279
	Studio Lead	\$235	\$241	\$247	\$253	\$259	\$266	\$273	\$279
	Project Manager	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Senior Engineer	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Engineer	\$205	\$210	\$215	\$221	\$226	\$232	\$238	\$244
	Senior Designer	\$190	\$195	\$200	\$205	\$210	\$215	\$220	\$226
	BIM Manager	\$190	\$195	\$200	\$205	\$210	\$215	\$220	\$226
	Designer	\$165	\$169	\$173	\$178	\$182	\$187	\$191	\$196
	Intern Designer	\$105	\$108	\$110	\$113	\$116	\$119	\$122	\$125
	CAD/Revit Technician	\$105	\$108	\$110	\$113	\$116	\$119	\$122	\$125
	Administrative	\$125	\$128	\$131	\$135	\$138	\$141	\$145	\$149
	Technology Studio Lead	\$235	\$241	\$247	\$253	\$259	\$266	\$273	\$279
	Senior A/V Systems Engineer	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Senior Technology Systems Designer	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Technology Systems Designer	\$190	\$195	\$200	\$205	\$210	\$215	\$220	\$226
	A/V Systems Designer	\$190	\$195	\$200	\$205	\$210	\$215	\$220	\$226
Mechanical Plumbing Engineering 360									
	Principal	\$235	\$241	\$247	\$253	\$259	\$266	\$273	\$279
	Project Manager	\$215	\$220	\$226	\$232	\$237	\$243	\$249	\$256
	Lead Engineer	\$200	\$205	\$210	\$215	\$221	\$226	\$232	\$238
	BIM Manager	\$190	\$195	\$200	\$205	\$210	\$215	\$220	\$226
	Project Engineer (Level 2)	\$185	\$190	\$194	\$199	\$204	\$209	\$215	\$220

	Project Engineer (Level 1)	\$165	\$169	\$173	\$178	\$182	\$187	\$191	\$196
	BIM/CAD	\$145	\$149	\$152	\$156	\$160	\$164	\$168	\$172
	Clerical	\$100	\$103	\$105	\$108	\$110	\$113	\$116	\$119
Structural Engineering Portis									
	Project Engineer	\$180	\$180	\$200	\$200	\$220	\$220	\$240	\$240
	CAD Drafting	\$120	\$120	\$130	\$130	\$140	\$140	\$150	\$150
	Construction Admin	\$160	\$160	\$180	\$180	\$200	\$200	\$220	\$220

Landscape Architecture Stacklot									
	Principal	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Project Manager	\$175	\$179	\$184	\$188	\$193	\$198	\$203	\$208
	Landscape Architect	\$175	\$179	\$184	\$188	\$193	\$198	\$203	\$208
Sustainability Group14									
	Principal	\$235	\$247	\$259	\$272	\$286	\$300	\$315	\$331
	Service Director	\$215	\$226	\$237	\$249	\$261	\$274	\$288	\$303
	Team Leader, Sr. Engineer III	\$202	\$212	\$223	\$234	\$246	\$258	\$271	\$284
	Sr. Project Manager II, Sr. Engineer II	\$192	\$202	\$212	\$222	\$233	\$245	\$257	\$270
	Sr. Project Manager I, Sr. Engineer I	\$173	\$182	\$191	\$200	\$210	\$221	\$232	\$243
	Project Manager II, Engineer III	\$155	\$163	\$171	\$179	\$188	\$198	\$208	\$218
	Project Manager I, Consultant III	\$146	\$153	\$161	\$169	\$177	\$186	\$196	\$205
	Engineer II, Consultant II, Job Captain	\$137	\$144	\$151	\$159	\$167	\$175	\$184	\$193
	Engineer I, Consultant I	\$125	\$131	\$138	\$145	\$152	\$160	\$168	\$176
	Tech Support	\$101	\$106	\$111	\$117	\$123	\$129	\$135	\$142
	Admin Support	\$87	\$91	\$96	\$101	\$106	\$111	\$117	\$122
Fire Station Consultant TCA									
	Senior Principal	\$200	\$206	\$212	\$218	\$224	\$231	\$238	\$245
	Principal	\$200	\$206	\$212	\$218	\$224	\$231	\$238	\$245

Civil Engineering R&R									
	Principal	\$300	\$305	\$310	\$315	\$320	\$325	\$330	\$330
	Engineering Dept Manager	\$270	\$275	\$280	\$285	\$290	\$295	\$300	\$300
	Snr Project Manager	\$205	\$210	\$215	\$220	\$225	\$230	\$235	\$240
	Project Manager	\$185	\$190	\$190	\$195	\$195	\$200	\$200	\$205
	Asst. Project Manager	\$165	\$165	\$170	\$170	\$175	\$175	\$180	\$180
	Project Engineer III	\$190	\$190	\$195	\$200	\$200	\$205	\$205	\$210
	Project Engineer II	\$180	\$180	\$185	\$185	\$190	\$190	\$195	\$195
	Project Engineer I	\$170	\$170	\$175	\$175	\$180	\$180	\$185	\$185
	Civil Designer III	\$185	\$185	\$190	\$190	\$195	\$195	\$200	\$200
	Civil Designer II	\$165	\$165	\$170	\$170	\$175	\$175	\$180	\$180
	Civil Designer I	\$145	\$150	\$150	\$155	\$155	\$160	\$160	\$165
	Design Engineer III	\$165	\$170	\$170	\$175	\$175	\$180	\$180	\$185
	Design Engineer II	\$155	\$160	\$160	\$165	\$165	\$170	\$170	\$175
	Design Engineer I	\$135	\$140	\$140	\$145	\$145	\$150	\$150	\$155
	CAD Technician II	\$165	\$170	\$170	\$175	\$175	\$180	\$180	\$185
	CAD Technician I	\$145	\$150	\$150	\$155	\$155	\$160	\$160	\$165
	Clerical	\$75	\$75	\$75	\$80	\$80	\$80	\$80	\$80

Survey R&R									
	Principal	\$300	\$305	\$310	\$315	\$320	\$325	\$330	\$330
	Engineering Dept Manager	\$270	\$275	\$280	\$285	\$290	\$295	\$300	\$300
	Snr Project Manager	\$205	\$210	\$215	\$220	\$225	\$230	\$235	\$240
	Project Manager	\$185	\$190	\$190	\$195	\$195	\$200	\$200	\$205
	Asst. Project Manager	\$165	\$165	\$170	\$170	\$175	\$175	\$180	\$180
	Project Engineer III	\$190	\$190	\$195	\$200	\$200	\$205	\$205	\$210
	Project Engineer II	\$180	\$180	\$185	\$185	\$190	\$190	\$195	\$195
	Project Engineer I	\$170	\$170	\$175	\$175	\$180	\$180	\$185	\$185
	Civil Designer III	\$185	\$185	\$190	\$190	\$195	\$195	\$200	\$200
	Civil Designer II	\$165	\$165	\$170	\$170	\$175	\$175	\$180	\$180
	Civil Designer I	\$145	\$150	\$150	\$155	\$155	\$160	\$160	\$165
	Design Engineer III	\$165	\$170	\$170	\$175	\$175	\$180	\$180	\$185
	Design Engineer II	\$155	\$160	\$160	\$165	\$165	\$170	\$170	\$175
	Design Engineer I	\$135	\$140	\$140	\$145	\$145	\$150	\$150	\$155
	CAD Technician II	\$165	\$170	\$170	\$175	\$175	\$180	\$180	\$185
	CAD Technician I	\$145	\$150	\$150	\$155	\$155	\$160	\$160	\$165
	Clerical	\$75	\$75	\$75	\$80	\$80	\$80	\$80	\$80
Environmental SWCA									

Director SME	\$242	\$254	\$267	\$280	\$294	\$309	\$324	\$341
CR 06	\$137	\$144	\$151	\$159	\$167	\$175	\$184	\$193
CR 10	\$169	\$177	\$186	\$196	\$205	\$216	\$226	\$238
GIS 06	\$137	\$144	\$151	\$159	\$167	\$175	\$184	\$193
ER 11	\$207	\$217	\$228	\$240	\$252	\$264	\$277	\$291
ER 09	\$169	\$177	\$186	\$196	\$205	\$216	\$226	\$238
GIS 08	\$158	\$166	\$174	\$183	\$192	\$202	\$212	\$222
GIS 04	\$114	\$120	\$126	\$132	\$139	\$145	\$153	\$160
Tech Editor 06	\$137	\$144	\$151	\$159	\$167	\$175	\$184	\$193
Carbon SME 3	\$325	\$341	\$358	\$376	\$395	\$415	\$436	\$457
Cost Consultant Parametrix								
Senior Estimator	\$135	\$142	\$149	\$156	\$164	\$172	\$181	\$190
Estimator	\$110	\$116	\$121	\$127	\$134	\$140	\$147	\$155
Clerical / Technical	\$65	\$68	\$72	\$75	\$79	\$83	\$87	\$91
Average Rate	\$110	\$116	\$121	\$127	\$134	\$140	\$147	\$155
Geotechnical Western Technologies								
Principal	\$195	\$205	\$215	\$226	\$237	\$249	\$261	\$274
Senior Geotechnical Engineer	\$175	\$184	\$193	\$203	\$213	\$223	\$235	\$246
Staff Engineer	\$125	\$131	\$138	\$145	\$152	\$160	\$168	\$176
Draftsman	\$65	\$68	\$72	\$75	\$79	\$83	\$87	\$91
Clerical	\$65	\$68	\$72	\$75	\$79	\$83	\$87	\$91

Exhibit C

**Confidential Information Disclosure Statement
AGR24-51**

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 Consultant. County and Consultant 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:

	Consultant	County
Name:		
Title:		
Address:		
City/State/Zip:		Los Alamos, New Mexico 87544
Email:		

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

June 25, 2024

Agenda No.: C.

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

Presenters: Jessica Strong, Social Services Division Manager and Cory Styron, Community Services Director

Legislative File: AGR1054-24

Title

Approval of Services Agreement No. AGR24-59 with Los Alamos Juvenile Justice Advisory Board, Inc. in the amount of \$2,131,620.00 plus Applicable Gross Receipts Tax, for the Purpose of Juvenile Programs and Restorative Justice

Recommended Action

I move that the Council approve Services Agreement No. AGR24-59 with Los Alamos Juvenile Justice Advisory Board, Inc. in the amount not to exceed \$2,131,620.00 plus applicable gross receipts tax, for the purpose of Juvenile Programs and Restorative Justice.

County Manager's Recommendation

The County Manager recommends that Council approve this Agreement as requested.

Body

The following services have been determined to be among the community services that are a benefit to the County, its inhabitants and the general public: juvenile justice programs and restorative justice.

Requests for Proposals (RFP) were prepared for the services listed above. Responses were received from one local agency to provide the services. The recommended proposer is: Los Alamos Juvenile Justice Advisory Board, Inc.(JJAB)

During the April hearings for the FY25 Budget, the County Council approved compensation for social services and cultural services agreements.

This agreement, shown in Attachment A, has been reviewed and is acceptable in form by the County Attorney's Office. Highlights of the agreement are the following:

- Three year agreement
- FY25 compensation of \$690,500.00 with planned increases in following years
- Intensive case management services
- Groups for youth that focus on, but are not limited to, educational or developmental purposes; enabling young people to meet with their peers; socializing and becoming part of the community in which they live; enabling young people to move from adolescence to adulthood; nurturing personal growth, and offering activities that challenge and stimulate young people

-
- Informational classes for parents on various topics involving teens
 - Youth leadership opportunities
 - Prevention programs, and intervention groups

Fiscal and Staff Impact/Planned Item

The FY 2025 Community Services Department Budget includes \$656,000.00 for these services. Additional funding will be transferred in FY2025 budget year. Social Services Division staff will monitor these contracts through the use of quarterly reports submitted by the agencies and monthly invoices.

Alternatives

Council could choose to not approve the agreement. However, this would result in a lapse in juvenile services and programs.

Attachments

A - AGR24-59 LA Juvenile Justice Advisory Board



**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 **Los Alamos Juvenile Justice Advisory Board**, a New Mexico non-profit corporation (“Contractor”), collectively (the “Parties”), to be effective for all purposes July 1, 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. 24-59 (RFP) on February 15, 2024, requesting proposals for Juvenile Programs and Restorative Justice, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated March 13, 2024 (Contractor’s Response); and

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

WHEREAS, the County Council approved this Agreement at a public meeting held on June 25, 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: Contractor shall provide ongoing coordination, development, administration, and evaluation of juvenile services and programs, including education, assessment, prevention, and early intervention services offered to any youth, ages five (5) to eighteen (18), that lives in Los Alamos County or attends school in the County (“Youth”) and their families (“Services”).

1. Contractor shall create, maintain, and continue to develop comprehensive programs and services for Youth and their families in Los Alamos County. Programs shall include, but not be limited to the following:
 - a. Intensive case management services;
 - b. Groups for Youth that focus on, but are not limited to, educational or developmental growth; enabling Youth to meet with their peers; socializing and becoming part of the community in which they live; facilitating and supporting Youth to move from adolescence to adulthood; nurturing personal growth, and offering activities that challenge and stimulate Youth in positive ways;
 - c. Informational classes for parents which may include but is not limited to alcohol and /or substance abuse prevention, parent and juvenile education and support, multi-gender

- engagement in the community, social media use, promoting healthy relationships involving teens;
- d. Youth leadership opportunities; and
 - e. Prevention programs, and intervention groups focused on developmental paths for Youth, families, and communities with opportunities to intervene and prevent the onset and continuation of antisocial behaviors and involvement with the criminal justice system.
2. Contractor shall develop, coordinate, and provide, at a minimum, the following programs and services that are specific to Youth and their families:
- a. **Resource Specialist Program (RS):** A program that provides intensive case management and community resource services for Youth referred by the schools, parents, medical practitioners, Los Alamos Police Department (LAPD), court staff, including the Juvenile Probation and Parole Officer (JPPO), and/or community members. This program shall establish a best practices model of development of individualized service plans for Youth which tracks and coordinates services, and follow-up. Contractor shall make referrals and connections to services for Youth for mental health challenges, basic/life needs, academic needs, social skills, special needs, and other identified needs. The goal of this program shall be to help Youth and families find the support they need and overcome any barriers to seeking or receiving services within the community.
 - b. **One Circle (Girls Circle and Boys Council):** An evidence-based eight (8)-week program including structured support groups for youth ages 10-18. This program shall provide a safe and supportive environment guided by an adult mentor where youth can openly discuss the challenges they face. Session topics shall focus on improving decision-making skills, self-esteem and resilience, substance use, violence, bullying, definitions of success, and family and relationship dynamics.
 - c. **Restorative Justice:** A program with an approach to justice which focuses on youth offenders to take responsibility for their actions, to understand the harm they have caused, to accept an opportunity to make amends, and to refrain from causing further harm. Victims of crimes shall be able to take an active role in the judicial process through this program. This program shall involve a structured restorative meeting between the victim and the youth offender and may include representatives from the community. This program shall works with cases referred from Teen Court and Los Alamos Public Schools ("LAPS").
 - d. **Community Conversations:** A collaboration of Contractor, County, LAPS Prevention Program, and Los Alamos Municipal Court to build community through connections and conversation while discussing important issues facing Youth in Los Alamos County. This program shall provide relevant and factual information on Youth issues to the community to identify gaps facing the community and advocate for positive change in addressing community challenges.
 - e. **Helpers:** A program offered at Aspen Elementary for 5th and 6th graders which shall encourage leadership and the completion of service projects that are meaningful to the youth participants.
 - f. **Student Prevention Program:** A program whereby Los Alamos Highschool ("LAHS") students participate in training with the University of New Mexico ("UNM") Prevention Research Center and the LAPS Prevention Program to learn how to analyze the data in the Department of Health Youth Risk and Resiliency Survey ("DOH-YRRS") and to brainstorm root causes/concerns and possible solutions to the presenting issues. This program shall require students to present findings to various community groups and work with peers to understand and resolve those issues.

- g. **Saturday School:** A program that provides Youth with the opportunity to attend Saturday School to receive additional tutoring, make up academic assignments, and make up missed days during the school year. Contractor’s staff supervise the program which offers students the opportunity to work independently, with tutors, in small groups, or to utilize computers for their academic assignments. The goal of this program is for students to improve grades, attendance, make up work, and to graduate on time.
- h. **Trans Loving Family Together Group:** A support group led by facilitators with lived experience who either identify themselves as lesbian, gay, bisexual, transgender, queer/questioning, and other terms (“LGBTQ+”) or have experience supporting LGBTQ+ family members. The goal of the group is to provide resources and emotional support for those who are supporting a family member that identifies within the LGBTQ+ population.
- i. **Arts and Resiliency:** A therapeutic art program facilitated to encourage both personal and group reflection of Youth regarding the issues of diversity, differences, inclusion, and acceptance.
- j. **Youth Mobilizers:** A youth leadership program where Youth, with the assistance of an adult mentor, participate in Teen Council meetings; plan, administer, and work at Youth events; and address Youth issues in a positive and proactive manner. This program shall plan and implement programs such as themed tea parties, laser tag, cooking classes, game nights and many more teen-led activities.
- k. **Certified Peer Support Specialist (“CPSS”):** The CPSS shall work directly with middle or high school youth experiencing drug or alcohol use, and those navigating the state child welfare or criminal justice systems to be scheduled to work twenty (20) hours per week during the Term of this Agreement.
- l. **The Seven Challenges:** An evidence-based program that addresses adolescent substance use by motivating Youth to reflect on and take power over their own lives. This program shall meet the identified need for structured support for Youth actively struggling with substance use. The goal of the program shall be to provide an opportunity for Youth to talk openly and honestly about their substance use, explore the impact that it has on them and others in their lives, and engage in informed decision-making by completing the following Seven Challenges:
 - i. Agreeing to talk openly and honestly about themselves and their substance use;
 - ii. Examining what they like about using substances and why they are using them;
 - iii. Looking at whether their substance use has caused harm or has the potential to cause harm;
 - iv. Examining the responsibilities of the Youth and others for the Youth’s problems;
 - v. Discussing where the Youth wants to go in life and the direction they are headed;
 - vi. Making thoughtful decisions about substance use; and
 - vii. Following through on the decisions they have made during this program.

Strategies offered shall include life skills, coping strategies, and harm reduction, in addition to abstinence support if the Youth is ready to stop using substances. Sessions shall be offered individually or in groups where journaling shall be a large part of the experience. Groups would occur up to four (4) times annually and individual sessions on an as-needed basis.

- m. **Parent Effectiveness Training (“PET”):** Contractor, through this program, shall collaborate with the County’s Family Resources, Support and Parent Education Program with Promotion/Prevention contractor to provide evidence-based PET curriculum to

parents and caregivers of Youth in the community to provide skills that lead to more effective communication with their children, including the use of iMessages, environmental adjustments, and advanced problem-solving skills. This program shall be held in Los Alamos County and be led by local therapists trained in PET and available to parents with children birth through age 18.

- n. **Source of Strength (“SOS”):** Contractor, through this program, shall collaborate with LAPS Prevention Program to provide a strength-based program that empowers Youth to lead school-wide campaigns that promote positive mental health with a mission of preventing adverse outcomes by increasing wellbeing, help-seeking, resiliency, health coping and belonging.
 - o. **Special Projects:** Programs designed to provide school supplies in all LAPS schools and winter clothing to Youth in the Los Alamos County community.
3. Contractor shall develop performance measures and evaluation procedures for all of its Services to ensure maximum effectiveness.
 4. Contractor shall actively develop and solicit additional funding sources for all Services rendered. Contractor shall notify the County Contract Manager prior to Contractor applying for any grants and Contractor must provide a copy of the grant application to the County Contract Manager. Grant applications that involve the County in any way must be approved by County prior to application submission.
 5. **Deliverables.** For each County fiscal year, Contractor shall:
 - a. Provide quarterly progress reports to Los Alamos County Social Services Division to include financial and programmatic information at the end of each three (3)-month period beginning July 1, 2024, in a format to be provided annually by County. These reports shall pertain to all Services provided, included all programs and events, , and be provided to County within thirty (30) days after the end of each reporting period; and
 - b. Furnish County with a copy of an annual financial review performed by an independent party with acknowledged financial experience, no later than September 30 of each year. The review shall include, at a minimum, all financial records relating to the Agreement Term. A copy of Contractor’s most recent financial audit performed by an accountant or accounting firm may be accepted in lieu of the financial review; and
 - c. Quarterly, and upon any change, furnish County with an operational schedule detailing programs to be offered and types of groups to be held, within ten (10) days of effective date or change.

SECTION B. TERM: The term of this Agreement shall commence July 1, 2024, and shall continue through June 30, 2027, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed TWO MILLION ONE HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED TWENTY AND NO/100 DOLLARS (\$2,131,620.00), which amount does not include applicable New Mexico gross receipts taxes (“NMGR”). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County’s Project Manager showing amount of compensation due, amount of any NMGR, and total amount

payable in accordance with Exhibit A. 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 NMGRV 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 and Automobile Liability Insurance shall name County as an additional insured.

- 1. General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- 2. Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

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:

Social Services Division Manager
Incorporated County of Los Alamos
1183 Diamond Drive, Suite E
Los Alamos, New Mexico 87544

Contractor:

Rachel Mohr-Richards, Executive Director
Los Alamos Juvenile Justice Advisory Board
1907 Central Avenue, Suite 206
Los Alamos, New Mexico 87544

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 B. 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

LOS ALAMOS JUVENILE JUSTICE ADVISORY BOARD,
A NEW MEXICO NON-PROFIT CORPORATION

BY: _____ **DATE**
PHILLIP ORTEGA
VICE-CHAIR OF THE BOARD

Exhibit A
Compensation Rate Schedule
AGR24-59

A. Invoices. Contractor shall submit monthly invoices itemizing the Services provided by Contractor in the preceding month, identified by program expenses using the categories listed below, including but not limited to operating expenses. The total amount of compensation for each fiscal year (“FY”) below shall not exceed the amount listed in each column. (Amounts from FY shall not carry over for the FY.)

Direct Service Programs	FY2025	FY2026	FY2027
Community Conversations (Adult)	9,000.00	9,450.00	9,900.00
Seven Challenges Programs			
Salaries	29,600.00	31,100.00	32,650.00
Program Costs	6,500.00	8,270.00	8,700.00
Benefits	6,300.00	6,600.00	6,950.00
Training	15,600.00		
Certified Peer Support Specialist			
Salaries	54,800.00	57,550.00	60,450.00
Program Costs	3,800.00	4,000.00	4,200.00
Benefits	14,700.00	15,450.00	16,200.00
Training	1,000.00	1,050.00	1,100.00
One Circle Programs (5-12)			
Coordinator	17,000.00	17,850.00	18,750.00
Boys Council	2,000.00	2,100.00	2,200.00
Girls Circle	2,000.00	2,100.00	2,200.00
Program Development - Unmet Needs	2,000.00	2,100.00	2,200.00
Resource Specialists (Pre-K - 12)			
RS Salaries	197,000.00	206,850.00	217,200.00
RS - Program Costs	20,000.00	21,000.00	22,050.00
RS Benefits	72,000.00	75,600.00	79,400.00
RS Training	5,000.00	5,250.00	5,500.00
Restorative Justice (7-12)	5,500.00	5,800.00	6,100.00
Youth Committee (BOD Liaisons)	1,200.00	1,250.00	1,300.00
Direct Service Programs Subtotal	465,000.00	473,370.00	497,050.00

Partner Programs	FY2025	FY2026	FY2027
FSN Parenting Programs	9,000.00	9,450.00	9,900.00
FSN Trans Loving Family Group	2,000.00	2,100.00	2,200.00
Natural Helpers LAPS (K-6, 9-12)	1,000.00	1,050.00	1,100.00
Saturday School-LAMS/LAHS	8,000.00	8,400.00	8,800.00
Social Emotional (SE) Learning (Adults)	500.00	550.00	600.00
Sources of Strength LAPS (9-12)	3,000.00	3,150.00	3,300.00
Student Prevention Team (formerly RAPS)	500.00	550.00	600.00
TC Resiliency Arts Prog (9-12)	12,000.00	12,600.00	13,250.00
TC Youth Mobilizers (9-12)	30,000.00	31,500.00	33,100.00
Indirect Programs Subtotal	66,000.00	69,350.00	72,850.00

General Administrative	FY2025	FY2026	FY2027
Accounting	25,000.00	26,250.00	27,500.00

Advertising	2,000.00	2,100.00	2,200.00
Board Support	500.00	550.00	600.00
Insurance Expense	10,000.00	10,500.00	11,050.00
Office & Equipment	14,500.00	7,900.00	8,300.00
Office Space and Utilities	50,000.00	52,500.00	55,150.00
Staff Payroll	55,000.00	57,750.00	60,650.00
Travel, Training & Evaluation	2,500.00	2,650.00	2,800.00
Admin Subtotal	159,500.00	160,200.00	168,300.00
GRAND TOTAL	690,500.00	702,920.00	738,200.00

B. Direct Service Programs

- July 1, 2024 through June 30, 2025:** Twelve (12) monthly payments for Direct Service Program costs will be paid in amounts not to exceed THIRTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$38,750.00) each, for a not to exceed total of FOUR HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$465,000.00).
- July 1, 2025 through June 30, 2026:** Twelve (12) monthly payments for Direct Service Program costs will be paid in amounts not to exceed THIRTY-NINE THOUSAND FOUR HUNDRED FORTY-SEVEN AND 50/100 DOLLARS (\$39,447.50) each, for a not to exceed total of FOUR HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED SEVENTY AND NO/100 DOLLARS (\$473,370.00).
- July 1, 2026 through June 30, 2027:** Eleven (11) monthly payments Direct Service Program costs will be paid in amounts not to exceed of FORTY-ONE THOUSAND FOUR HUNDRED TWENTY AND 83/100 DOLLARS (\$41,420.83) and one (1) monthly payment not to exceed FORTY-ONE THOUSAND FOUR HUNDRED TWENTY AND 87/100 DOLLARS (\$41,420.87) , for a not to exceed total of FOUR HUNDRED NINETY-SEVEN THOUSAND FIFTY AND NO/100 DOLLARS (\$497,050.00).

C. Partner Programs

- July 1, 2024 through June 30, 2025:** Twelve (12) monthly payments for Partner Program costs will be paid in amounts not to exceed FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$5,500.00) each, for a not to exceed total of SIXTY-SIX THOUSAND AND NO/100 DOLLARS (\$66,000.00).
- July 1, 2025 through June 30, 2026:** Eleven (11) monthly payments for Partner Program costs will be paid in amounts not to exceed of FIVE THOUSAND SEVEN HUNDRED SEVENTY-NINE AND 16/100 DOLLARS (\$5,779.16) and one (1) monthly payment not to exceed FIVE THOUSAND SEVEN HUNDRED SEVENTY-NINE AND 24/100 DOLLARS (\$5,779.24) , for a not to exceed total of SIXTY-NINE THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$69,350.00).
- July 1, 2026 through June 30, 2027:** Eleven (11) monthly payments for Partner Program costs will be paid in amounts not to exceed of SIX THOUSAND SEVENTY

AND 83/100 DOLLARS (\$6,070.83), each and one (1) monthly payment of not to exceed SIX THOUSAND SEVENTY AND 87/100 DOLLARS (\$6,070.87) , for a not-to-exceed total of SEVENTY-TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$72,850.00).

D. General Administrative Costs:

1. **July 1, 2024, through June 30, 2025:** Eleven (11) monthly payments for General Administrative costs will be paid in amounts not to exceed of THIRTEEN THOUSAND TWO HUNDRED NINETY-ONE AND 66/100 DOLLARS (\$13,291.66) and one (1) monthly payment not to exceed THIRTEEN THOUSAND TWO HUNDRED NINETY-ONE AND 74/100 DOLLARS (\$13,291.74), for a total of ONE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$159,500.00).
2. **July 1, 2025 through June 30, 2026:** Twelve (12) monthly payments for General Administrative costs will be paid in amounts not to exceed THIRTEEN THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$13,350.00) each, for a not to exceed total of ONE HUNDRED SIXTY THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$160,200.00).
3. **July 1, 2026 through June 30, 2027:** Twelve (12) monthly payments for general administrative costs will be paid in amounts not to exceed FOURTEEN THOUSAND TWENTY-FIVE AND NO/100 DOLLARS (\$14,025.00) each, for a total of ONE HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$168,300.00).

Exhibit B
Confidential Information Disclosure Statement
AGR24-59

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: Rachel Mohr-Richards, Executive Director
Los Alamos Juvenile Justice Advisory Board
1907 Central Avenue, Suite 206
Los Alamos, New Mexico 87544
Email: rachelmr@losalamosjjab.com

County: Community Services Department
Social Services Division
1183 Diamond Drive, Suite E
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

Staff Report

June 25, 2024

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: D.
Index (Council Goals):
Presenters: Naomi Maestas
Legislative File: 18857-24

Title

Approval of County Council Minutes for the June 11, 2024 Regular Session.

Recommended Action

I move that Council approve the County Council Minutes for the June 11, 2024 Regular Session.

Clerk's Recommendation

The County Clerk recommends that Council approve the minutes as presented.

Attachments

A - County Council Minutes for June 11, 2024



County of Los Alamos

Minutes

County Council – Regular Session

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

Tuesday, June 11, 2024

6:00 PM

Council Chambers – 1000 Central Avenue

1. OPENING/ROLL CALL

The Council Chair, Denise Derkacs, called the meeting to order at 6:01 p.m.

Council Chair Derkacs made opening remarks regarding the procedure of the meeting.

Ms. Linda Matteson, Deputy County Manager, listed the county employees in attendance via Zoom.

The following Councilors were in attendance:

**Present: 6 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann,
Councilor Reagor, and Councilor Ryti**

Absent: 1 – Councilor Lepsch

2. PLEDGE OF ALLEGIANCE

Led by: All.

3. STATEMENT REGARDING CLOSED SESSION

Councilor Ryti read the following statement to be included in the minutes: “The matters discussed in the closed session of County Council held on June 11, 2024, that began at 4:00 p.m. 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.”

4. PUBLIC COMMENT

None.

5. APPROVAL OF AGENDA

A motion was made by Councilor Ryti, seconded by Councilor Cull, that Council approve the agenda as presented.

The motion passed with the following vote:

Yes: 6 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, Councilor Reagor, and Councilor Ryti

Absent: 1 – Councilor Lepsch

6. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS

A. Recognition of Los Alamos Deputy Police Chief Oliver Morris on His Retirement (Accepted by Deputy Police Chief Oliver Morris)

Councilor Ryti presented the Recognition to Deputy Police Chief Oliver Morris.

Deputy Police Chief Oliver Morris spoke.
Police Chief Dino Sgambellone spoke.
Ms. Anne Laurent, County Manager, spoke.

7. CITIZEN PETITION

A. Citizen Petition Regarding/Requesting Four Actions to Improve Road and Pedestrian Safety in White Rock

Mr. Richard Skolnik presented.
Mr. Juan Rael, Public Works Director, spoke
Ms. Anne Laurent, County Manager, spoke.

Public Comment:
Mr. James Wernicke spoke.

A motion was made by Councilor Hand, seconded by Councilor Reagor, that Council acknowledge the petition, thank the petitioners for the recommendations/requests and request that staff investigate/research the matter in collaboration with the petitioners, the Transportation Board, and any affected developers and return to Council with information, options, and/or a recommendation for action within the next 60 days.

Councilor Havemann offered the following Friendly Amendment to the motion: Council will ask for a report to come back to Council within 45 days after the start of the school year in August. It was accepted.

The motion passed with the following vote:

Yes: 5 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, and Councilor Reagor

No: 1 – Councilor Ryti

Absent: 1 – Councilor Lepsch

8. PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA

None.

9. CONSENT AGENDA

- A. Approval of Amendment No. 1 to Services Agreement No. AGR 23-955 with Modern Mechanical Ice Systems, LLC, formerly known as American Arena, LLC, to Increase the Compensation Amount by \$440,000.00 for a Total Not-to-Exceed Compensation Amount of \$890,000.00 Plus Applicable Gross Receipts Tax for Temporary Chiller Services

I move that Council approve Amendment No. 1 to Services Agreement No. AGR 23-955 with Modern Mechanical Ice Systems, LLC, formerly known as American Arena, LLC, to increase the compensation amount by \$440,000.00 for a total not-to-exceed compensation amount of \$890,000.00 plus applicable gross receipts tax for temporary chiller services.

- B. Approval of County Council Minutes for the April 29, 2024, Special Session, the May 7, 2024, Regular Session, the May 21, 2024, Work Session, and the May 28th Regular Session

Item pulled for further discussion under Council Business.

- C. Approval of Budget Revision 2024-69 DPU Year-End

I move that County Council approve Budget Revision 2024-69 as summarized in Attachment A and that the attachment be made a part of the minutes.

- D. Approval of Budget Revision 2024-67 to Budget Carryover Funds for the Wayfinding Project

I move that Council approve Budget Revision 2024-67 as summarized on Attachment A and the attachments be made part of the minutes of this meeting.

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

I move that Council appoint Leticia Luketich Martinez to the Los Alamos County Health Council for a term beginning on June 11, 2024, and ending on January 6, 2026.

Consent Motion:

A motion was made by Councilor Cull, seconded by Councilor Havemann, that Council approve the items on the Consent Agenda, with the exception of item B which has been moved to Business, and that the motions in the staff reports be included for the record.

Approval of the Consent Agenda:

The motion passed with the following vote:

Yes: 6 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, Councilor Reagor, and Councilor Ryti

Absent 1 – Councilor Lepsch

10. PUBLIC HEARING(S)

A. Incorporated County of Los Alamos Code Ordinance No. 02-355 Modifications to Chapter 6, Animal Code

Police Chief Dino Sgambellone presented.
Mr. Alvin Leaphart, County Attorney, spoke.

Public Comment:
Ms. Wendy Burke Ryan spoke.
Mr. James Wernicke spoke.
Ms. Una Smith spoke.

Councilor Lepsch arrived at the meeting during the discussion of Item 10.A at 7:06 p.m.

A motion was made by Councilor Cull, seconded by Councilor Hand, that Council adopt Incorporated County of Los Alamos Code Ordinance No. 02-355 and ask the staff to assure that it is published in summary form.

The motion passed with the following vote:

Yes: 7 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, Councilor Lepsch, Councilor Reagor, and Councilor Ryti

RECESS

Councilor Derkacs called for a recess at 8:14 p.m. The meeting reconvened at 8:28 p.m.

11. BUSINESS

A. Strategic Planning and Performance Dashboard Update

Ms. Anne Laurent, County Manager, presented.
Ms. Julie Williams-Hill, County Public Relations Manager, spoke.

No action taken.

B. Consideration of Diversity Equity and Inclusion (DEI) Board/Task Force

Councilor Cull presented.

Public comment:
None.

Councilor Lepsch left the meeting during the discussion of this item, at 10:00 p.m.

A motion was made by Councilor Cull, seconded by Councilor Ryti, that Council create a new citizen Task Force to lead a conversation and make recommendations to Council about inequities and inclusion challenges and opportunities within the community. She further moved that Council direct the County Manager to return to Council with a draft Charter to establish the task force.

The motion passed with the following vote:

Yes: 5 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, and Councilor Ryti

No: 1 – Councilor Reagor

Absent 1 – Councilor Lepsch

Consent Item 9.B

Approval of County Council Minutes for the April 29, 2024, Special Session, the May 7, 2024, Regular Session, the May 21, 2024, Work Session, and the May 28th Regular Session.

A motion was made by Councilor Cull, seconded by Councilor Havemann, that Council approve the County Council Minutes for the April 29, 2024, Special Session, the May 7, 2024, Regular Session, the May 21, 2024, Work session and the May 28, 2024, Regular Session as amended.

Yes: 6 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann, Councilor Reagor, and Councilor Ryti

Absent: 1 – Councilor Lepsch

12. COUNCIL BUSINESS

A. General Council Business

- 1) Consideration and Possible Approval of Council's Review Committee Report and Recommendations on Boards and Commissions Work Plans for Calendar Year 2024

Chair Derkacs presented.
Councilor Ryti spoke.

Public comment:
None.

A motion was made by Councilor Havemann, seconded by Councilor Cull, that Council thank all Board & Commission members for their dedication to public service and approve the 2024 Work Plans as submitted or amended from the following boards: Arts in Public Places Board, Transportation Board, Lodgers Tax Advisory Board, Planning and Zoning Commission, Personnel Board, Parks and Recreation Board, Library Board, LAC Health Council, Historic Preservation Advisory Board, and Environmental Sustainability Board; with the understanding that this approval does not represent formal Council budget approval of all projects, proposals, or potential recommendations listed in the Work Plans.

She further moved that Council approve the continuation of B&C annual presentations to Council using the Calendar Year format and direct County Manager to notify the Board and Commission Chairpersons of this requirement and the approval of the 2024 Work Plans.

The motion passed with the following vote:

Yes: 6 – Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Lepsch,
Councilor Reagor and Councilor Ryti

Absent 1 – Councilor Lepsch

B. Appointments

None.

C. Boards and Commission Vacancy Report

- 1) Board and Commission Vacancy Report

Chair Derkacs stated the Board and Commission Vacancy Report is included with the agenda.

D. Board, Commission, and Working Group Reports

Councilor Hand and Councilor Havemann said they will report at the next council meeting.

E. County Manager's Report

None.

F. Council Chair Report

None.

G. Approval of Councilor Expenses

None.

H. Preview of Upcoming Agenda Items

- 1) Tickler Report of Upcoming Agenda Items

Chair Derkacs noted that a presentation on the Affordable Housing Plan is scheduled for June 25, 2024, and an update on the Los Alamos Resiliency Energy Sustainability Task Force working group recommendations.

13. COUNCILOR COMMENTS

Councilor Ryti commented on the National Association of Counties, Defense Facility Nuclear Safety Board, and Energy Community Alliance.

14. ADJOURNMENT

The meeting adjourned at 10:27 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Denise Derkacs, Council Chair

Attest:

Naomi D. Maestas, County Clerk

Meeting Transcribed by: Marie Pruitt, Deputy Clerk

Los Alamos County Council
 Regular Session
 June 11, 2024
 Item 9.C

Budget Revision 2024-69

BPU Meeting Date: June 5, 2024

Council Meeting Date: June 25, 2024

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	Joint Utilities Fund - Wastewater (early pay off of loans)	55185540	89xx	\$ -	\$ 9,975	\$ -	\$ (9,975)
2	Joint Utilities Fund - Water Production (early pay off of three loans)	54285665	89xx	\$ -	\$ 76,946	\$ -	\$ (76,946)
3	Joint Utilities Fund - Gas (correct labor allocation for GWS)	531xx	8111-82xx	\$ -	\$ 160,000	\$ -	\$ (160,000)
4	Joint Utilities Fund - Water Distribution (correct labor allocation for GWS)	541xx	8111-82xx	\$ -	\$ 80,000	\$ -	\$ (80,000)
5	Joint Utilities Fund - Water Production (correct labor allocation for GWS)	542xx	8111-82xx	\$ -	\$ 40,000	\$ -	\$ (40,000)
6	Joint Utilities Fund - Wastewater (correct labor allocation for GWS)	551xx	8111-82xx	\$ -	\$ (280,000)	\$ -	\$ 280,000
7	Joint Utilities Fund - Electric Distribution (correct labor allocation for GWS)	51285255	8961	\$ -	\$ 56,578	\$ -	\$ (56,578)
8	Joint Utilities Fund - Water Production (correct labor allocation for GWS)	54285665	8933	\$ -	\$ (161,793)	\$ -	\$ 161,793
9	Joint Utilities Fund - Wastewater (correct labor allocation for GWS)	55185540	89xx	\$ -	\$ 105,215	\$ -	\$ (105,215)

Description: The purpose of this budget revision is to make budget modifications necessary for year-end related to proper distribution of labor between Gas, Water and Sewer for GWS work performed; to pay off four loans with the state to free up pledged revenues and to properly distribute debt service between funds.

Fiscal Impact: The net fiscal impact to the Joint Utilities Fund is an increase in expenditures and decrease in fund balance by \$86,921.

Karen Kendall

05/31/2024

Preparer

Date

Erika Thomas

Budget & Performance Manager

Budget Council Revision 2024-67

Council Date: 06/11/2024

	Fund & Department	Org	Object	Revenue (decrease)	Expenditures (decrease)	Transfers In(Out)	Fund Balance (decrease)
1	Community Development Division	01145110	8369		\$ 450,800		\$ (450,800)
2							\$ -
3							\$ -
4							\$ -
5							\$ -
6							\$ -
7							\$ -
8							\$ -
9							\$ -
10							\$ -
Description: The purpose of this budget adjustment is to budget carryover funds for the Wayfinding Project that were approved in prior fiscal years but were not carried over.							
Fiscal Impact: \$450,800							



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.: E.

Index (Council Goals): Quality Excellence - Employee Recruitment and Retention; Quality Governance - Fiscal Stewardship

Presenters: Mary Tapia, Human Resources Manager, Bernadette Martinez, Assistant Human Resources Manager and Anne Laurent, County Manager

Legislative File: 18545-24

Title

Approval of the FY25 Salary Plan

Recommended Action

I move that Council approve the revised FY25 Salary Plan schedule as shown in Attachment A.

County Manager's Recommendation

The County Manager recommends that Council approve the revised FY25 Salary Plan Job Class Order as requested.

Body

Staff is requesting that Council approve the revised FY25 Salary Plan. The FY25 Salary Plan reflects Council's approved FY25 budget and also represents the County's job titles and salary grades arranged by Job Classes/Families, to include the minimum, midpoint and maximum of the grade, and the Fair Labor Standard Act (FLSA) designation of Exempt (EX) or Non-Exempt (NE) for each position. (Attachment A)

The County Charter, County Code and the Personnel Rules and Regulations provide the basic framework through which the job classification and compensation system is maintained and administered. The establishment of new job classes and the abolishment of existing classes are subject to approval by Council.

Compensation Philosophy:

The purpose of Los Alamos County's compensation philosophy is to define a competitive, total compensation approach that enables us to achieve our overall mission, vision and goals. The County is committed to providing a compensation program that is market competitive, which provides a good balance between compensation, benefits and rewards, and enables us to recruit, retain and reward a high performing and motivated workforce that supports our commitment to serve our citizens.

Summary of changes to the FY25 Plan:

The FY25 Salary Plan reflects a 1% structure change as previously approved by Council. It was determined that three (3) new job descriptions should be added to the plan due to continued operational need which are Compliance Coordination Specialist, Deputy Airport

Manager, and Electric Production Resource Coordinator. These new job descriptions do not create new FTEs, but offer clarification and/or flexibility on how to meet the business needs of the County.

Title changes to more accurately reflect the positions: Construction Specialist to Facilities Maintenance Specialist, Sr. Construction Specialist to Sr. Facilities Maintenance Specialist, and Construction Foreman to Facilities Maintenance Foreman.

Additionally, in accordance with job description changes and/or recruitment efforts, the following positions are being re-graded: Facilities Maintenance Superintendent, Mechanical & Plumbing Journeyman, Transit Operator Trainee, Transit Operator 1, Transit Operator 2, Transit Operator Lead, Transit CS Rep/Dispatcher, Sr. Transit CS Rep/Dispatcher, GC/Ice Maintenance Assistant Superintendent. These re-grades are either due to recruitment challenges or compression of supervisory positions of unionized positions.

Alternatives

Council could choose to not approve the revision to the FY25 Salary Plan Job Class Order and the changes recommended would not be implemented. Additionally, if not approved, the one percent structure change would not take effect.

Fiscal and Staff Impact/Planned Item

The salary plan has been budgeted in the approved FY25 budget. The new job descriptions and the related salary adjustments are being covered by Departmental salary carryover savings into FY25 and will be included with the County's overall year-end budget carryover revision.

Attachments

- A - FY25 Salary Plan Job Class Order
- B - Compliance Coordinator Specialist Job Description
- C - Airport and Deputy Airport Manager Job Description
- D - Electric Production Resource Coordinator

Los Alamos County
FY25 Salary Plan Job Class Order
Effective July 7, 2024

Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED					Change In Grade	Exempt/ Non-Exempt
			Current Grade	New Grade	Minimum	Midpoint	Maximum		
asterix=benchmarked job, red=new change									
Executive Management/At-Will Series									
101	*	Deputy County Manager	308	308	\$159,250	\$209,282	\$259,314		EX
400	*	Police Chief	306	306	\$144,444	\$189,825	\$235,205		EX
460	*	Fire Chief	306	306	\$144,444	\$189,825	\$235,205		EX
500	*	Public Works Director	305	305	\$137,566	\$180,786	\$224,005		EX
299	*	Administrative Services Director	305	305	\$137,566	\$180,786	\$224,005		EX
300	*	Community Services Director	304	304	\$131,015	\$172,177	\$213,338		EX
170	*	Community Development Director	304	304	\$131,015	\$172,177	\$213,338		EX
Elected Office Series									
Assessor's Office									
771	*	Chief Deputy Assessor	211	211	\$93,110	\$122,363	\$151,615		EX
773		Chief Appraiser	206	206	\$72,953	\$95,873	\$118,793		EX
774	*	Appraiser	122	122	\$55,765	\$73,285	\$90,806		NE
776		Sr. Assessment Specialist	120	120	\$50,581	\$66,472	\$82,363		NE
777	*	Assessment Specialist	118	118	\$45,878	\$60,292	\$74,706		NE
779		Apprentice Appraiser	116	116	\$41,613	\$54,687	\$67,760		NE
Attorney's Office									
701	*	Deputy County Attorney	303	303	\$124,776	\$163,978	\$203,179		EX
702	*	Assistant County Attorney	301	301	\$113,176	\$148,732	\$184,289		EX
703		Associate County Attorney	212	212	\$97,765	\$128,480	\$159,195		EX
710		Sr. Paralegal	208	208	\$80,431	\$105,701	\$130,970		EX
712	*	Paralegal	206	206	\$72,953	\$95,873	\$118,793		EX
707		Sr. Legal Assistant	124	124	\$61,481	\$80,797	\$100,113		NE
708	*	Legal Assistant	122	122	\$55,765	\$73,285	\$90,806		NE
Clerk's Office									
751	*	Chief Deputy Clerk	211	211	\$93,110	\$122,363	\$151,615		EX
755	*	Elections Manager	126	126	\$67,783	\$89,079	\$110,375		NE
752		Sr. Deputy Clerk	124	124	\$61,481	\$80,797	\$100,113		NE
753	*	Deputy Clerk	122	122	\$55,765	\$73,285	\$90,806		NE
Municipal Court									
761	*	Court Administrator	207	207	\$76,601	\$100,668	\$124,734		EX
765	*	Probation Officer	123	123	\$58,554	\$76,950	\$95,346		NE
762		Sr. Court Clerk	122	122	\$55,765	\$73,285	\$90,806		NE
763	*	Court Clerk	118	118	\$45,878	\$60,292	\$74,706		NE
766		Court Program Coordinator	122	122	\$53,605	\$70,447	\$87,288		NE
767	NEW	Compliance Coordination Specialist	0	202	\$60,018	\$78,874	\$97,731		EX
Administrative Services Series									
Public Information									
111	*	Public Information Officer	212	212	\$97,765	\$128,480	\$159,195		EX
112		Assistant Public Information Officer	208	208	\$80,431	\$105,701	\$130,970		EX
604		Public Relations Manager	210	210	\$88,676	\$116,536	\$144,395		EX
113		Sr. Visual Information Specialist	124	124	\$61,481	\$80,797	\$100,113		NE
114	*	Visual Information Specialist	122	122	\$55,765	\$73,285	\$90,806		NE
116	*	Social Media Coordinator	124	124	\$61,481	\$80,797	\$100,113		NE
Management Support									
104		Assistant to County Manager	213	213	\$102,653	\$134,904	\$167,155		EX
203	*	Broadband Manager	302	302	\$118,835	\$156,169	\$193,504		EX
109	*	Sustainability Manager	211	211	\$93,110	\$122,363	\$151,615		EX
105		Intergovernmental Affairs Manager	301	301	\$113,176	\$148,732	\$184,289		EX
107	*	Business & ERP Manager	213	213	\$102,653	\$134,904	\$167,155		EX
261	*	Budget & Performance Manager	212	212	\$97,765	\$128,480	\$159,195		EX
903		Sr. Management Analyst	210	210	\$88,676	\$116,536	\$144,395		EX
904	*	Management Analyst	207	207	\$76,601	\$100,668	\$124,734		EX
Administrative Support									
906	*	Office Manager	203	203	\$63,019	\$82,818	\$102,617		EX
907	*	Sr. Office Specialist	120	120	\$50,581	\$66,472	\$82,363		NE
908		Office Specialist	117	117	\$43,694	\$57,421	\$71,149		NE
905	*	Executive Assistant	124	124	\$61,481	\$80,797	\$100,113		NE
909		Payroll & Administrative Specialist	121	121	\$53,110	\$69,796	\$86,481		NE

Los Alamos County
FY25 Salary Plan Job Class Order
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Job Code	FY24 Benchmark Job	Occupational Job Families and Job Classes	PROPOSED			Change In Grade	Exempt/ Non-Exempt	
			Current Grade	New Grade	Minimum			Midpoint
asterix=benchmarked job, red=new change								
Information Technology								
200	*	Chief Information Officer	303	303	\$124,776	\$163,978	\$203,179	EX
201	*	IT Program Manager	214	214	\$107,786	\$141,650	\$175,513	EX
204		IT Project Manager	213	213	\$102,653	\$134,904	\$167,155	EX
219	*	Database Administrator	212	212	\$97,765	\$128,480	\$159,195	EX
211		Sr. Systems Administrator	211	211	\$93,110	\$122,363	\$151,615	EX
215		Sr. Application Analyst/Developer	210	210	\$88,676	\$116,536	\$144,395	EX
212	*	Systems Administrator	209	209	\$84,453	\$110,986	\$137,519	EX
235	*	Technical Services Manager	209	209	\$84,453	\$110,986	\$137,519	EX
230	*	Security Analyst	209	209	\$84,453	\$110,986	\$137,519	EX
216	*	Application Analyst/Developer	207	207	\$76,601	\$100,668	\$124,734	EX
224		Sr. IT Infrastructure Coordinator	127	127	\$71,172	\$93,533	\$115,893	NE
236		Sr. Technical Support Specialist	126	126	\$67,783	\$89,079	\$110,375	NE
237	*	Technical Support Specialist	123	123	\$58,554	\$76,950	\$95,346	NE
238		Technical Support Specialist Trainee	121	121	\$53,110	\$69,796	\$86,481	NE
225	*	IT Infrastructure Coordinator	122	122	\$55,765	\$73,285	\$90,806	NE
239		IT Intern	115	115	\$39,631	\$52,083	\$64,534	NE
Records Management								
202	*	RIM Program Manager	212	212	\$97,765	\$128,480	\$159,195	EX
227		Sr. RIM Specialist	123	123	\$58,554	\$76,950	\$95,346	NE
229	*	RIM Specialist	120	120	\$50,581	\$66,472	\$82,363	NE
Financial Management								
240	*	Chief Financial Officer	303	303	\$124,776	\$163,978	\$203,179	EX
241	*	Deputy Chief Financial Officer	214	214	\$107,786	\$141,650	\$175,513	EX
242	*	Accounting Operations Manager	212	212	\$97,765	\$128,480	\$159,195	EX
258	*	Payroll Manager	210	210	\$88,676	\$116,536	\$144,395	EX
255		Payroll Coordinator	206	206	\$72,953	\$95,873	\$118,793	EX
256	*	Payroll Specialist	124	124	\$61,481	\$80,797	\$100,113	NE
245		Sr. Accountant	206	206	\$72,953	\$95,873	\$118,793	EX
246	*	Accountant	203	203	\$63,019	\$82,818	\$102,617	EX
251	*	P Card Administrator	124	124	\$61,481	\$80,797	\$100,113	NE
252	*	Accounts Payable Coordinator	121	121	\$53,110	\$69,796	\$86,481	NE
253		Sr. AP Coordinator	123	123	\$58,554	\$76,950	\$95,346	NE
263	*	Finance & Budget Analyst	208	208	\$80,431	\$105,701	\$130,970	EX
262		Sr. Finance & Budget Analyst	210	210	\$88,676	\$116,536	\$144,395	EX
Procurement & Supply Management								
275		Sr. Supply Specialist	118	118	\$45,878	\$60,292	\$74,706	NE
276	*	Supply Specialist	116	116	\$41,613	\$54,687	\$67,760	NE
270	*	Chief Purchasing Officer	213	213	\$102,653	\$134,904	\$167,155	EX
272		Sr. Buyer	204	204	\$66,170	\$86,959	\$107,748	EX
271		Deputy Chief Purchasing Officer	211	211	\$93,110	\$122,363	\$151,615	EX
273	*	Buyer	123	123	\$58,554	\$76,950	\$95,346	NE
278	*	Procurement Contract Manager	209	209	\$84,453	\$110,986	\$137,519	EX
281	*	Procurement Operations Manager	208	208	\$80,431	\$105,701	\$130,970	EX
Human Resources & Risk Management								
130	*	Human Resources Manager	303	303	\$124,776	\$163,978	\$203,179	EX
131		Deputy Human Resources Manager	212	212	\$97,765	\$128,480	\$159,195	EX
132		Compensation Manager	210	210	\$88,676	\$116,536	\$144,395	EX
133	*	Benefits & Pension Manager	210	210	\$88,676	\$116,536	\$144,395	EX
135	*	Risk Manager	210	210	\$88,676	\$116,536	\$144,395	EX
134	*	Organizational Development Manager	210	210	\$88,676	\$116,536	\$144,395	EX
146		Recruitment Manager	210	210	\$88,676	\$116,536	\$144,395	EX
141		Safety Coordinator	208	208	\$80,431	\$105,701	\$130,970	EX
143		HR Analyst 3	127	127	\$71,172	\$93,533	\$115,893	NE
144		HR Analyst 2	124	124	\$61,481	\$80,797	\$100,113	NE
145	*	HR Analyst 1	121	121	\$53,110	\$69,796	\$86,481	NE
136		Sr. Risk Management Specialist	125	125	\$64,555	\$84,837	\$105,119	NE
137	*	Risk Management Specialist	122	122	\$55,765	\$73,285	\$90,806	NE

Los Alamos County
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			Current Grade	New Grade	Minimum		

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Community & Economic Development Series

Community Development

180		Housing and Special Projects Manager	212	212	\$97,765	\$128,480	\$159,195	EX
181	*	Housing Program Coordinator	207	207	\$76,601	\$100,668	\$124,734	EX
182	*	Chief Building Official	212	212	\$97,765	\$128,480	\$159,195	EX
185		Building Safety Manager	208	208	\$80,431	\$105,701	\$130,970	EX
172	*	Planning Manager	210	210	\$88,676	\$116,536	\$144,395	EX
173		Principal Planner	209	209	\$84,453	\$110,986	\$137,519	EX
174	*	Sr. Planner	207	207	\$76,601	\$100,668	\$124,734	EX
175	*	Associate Planner	203	203	\$63,019	\$82,818	\$102,617	EX
183		Sr. Building Inspector	125	125	\$64,555	\$84,837	\$105,119	NE
189		Sr. Plans Examiner	125	125	\$64,555	\$84,837	\$105,119	NE
177		Sr. Permit Technician	122	122	\$55,765	\$73,285	\$90,806	NE
188	*	Plans Examiner	122	122	\$55,765	\$73,285	\$90,806	NE
184	*	Building Inspector	122	122	\$55,765	\$73,285	\$90,806	NE
187	*	Code Compliance Officer	122	122	\$55,765	\$73,285	\$90,806	NE
176		Assistant Planner	120	120	\$50,581	\$66,472	\$82,363	NE
179	*	Permit Technician	120	120	\$50,581	\$66,472	\$82,363	NE

Economic Development

121	*	Economic Development Administrator	214	214	\$107,786	\$141,650	\$175,513	EX
122	*	Economic Development Program Mgr	208	208	\$80,431	\$105,701	\$130,970	EX
124	*	Marketing Specialist	205	205	\$69,479	\$91,307	\$113,136	EX

Community Services Series

Library

311	*	Library Manager	212	212	\$97,765	\$128,480	\$159,195	EX
315		Sr. Librarian	207	207	\$76,601	\$100,668	\$124,734	EX
316	*	Librarian	205	205	\$69,479	\$91,307	\$113,136	EX
325		Program Specialist	122	122	\$55,765	\$73,285	\$90,806	NE
317		Sr. Library Specialist	121	121	\$53,110	\$69,796	\$86,481	NE
319	*	Library Specialist	119	119	\$48,172	\$63,307	\$78,441	NE
321	*	Library Associate	117	117	\$43,694	\$57,421	\$71,149	NE
327		Community Services Monitor	115	115	\$39,631	\$52,083	\$64,534	NE

Parks & Recreation

330	*	Recreation Superintendent	210	210	\$88,676	\$116,536	\$144,395	EX
332	*	Recreation Program Manager	208	208	\$80,431	\$105,701	\$130,970	EX
362	*	Head Golf Professional	203	203	\$63,019	\$82,818	\$102,617	EX
352	*	Aquatics Coordinator	122	122	\$55,765	\$73,285	\$90,806	NE
363		Asst Golf/Ice Rink Professional	121	121	\$53,110	\$69,796	\$86,481	NE
341	*	Customer Service Supervisor	120	120	\$50,581	\$66,472	\$82,363	NE
354		Lifeguard Supervisor	120	120	\$50,581	\$66,472	\$82,363	NE
334	*	Recreation Specialist	120	120	\$50,581	\$66,472	\$82,363	NE
337		Sr. Recreation Leader	118	118	\$45,878	\$60,292	\$74,706	NE
344		Customer Service Associate 3	118	118	\$45,878	\$60,292	\$74,706	NE
338	*	Recreation Leader	117	117	\$43,694	\$57,421	\$71,149	NE
355		Sr. Lifeguard	117	117	\$43,694	\$57,421	\$71,149	NE
342		Customer Service Associate 2	116	116	\$41,613	\$54,687	\$67,760	NE
356	*	Lifeguard	115	115	\$39,631	\$52,083	\$64,534	NE
343	*	Customer Service Associate 1	114	114	\$37,744	\$49,602	\$61,461	NE
358		Lifeguard Trainee	114	114	\$37,744	\$49,602	\$61,461	NE

Parks & Recreation Maintenance

371	*	Parks Superintendent	210	210	\$88,676	\$116,536	\$144,395	EX
379		Open Space Specialist	206	206	\$72,953	\$95,873	\$118,793	EX
365	*	GC/Ice Maintenance Superintendent	204	204	\$66,170	\$86,959	\$107,748	EX
372		Assistant Parks Superintendent	206	206	\$72,953	\$95,873	\$118,793	EX
366		GC/Ice Maintenance Asst Superintend	120	120	\$50,581	\$66,472	\$82,363	NE
367	*	GC Maintenance Mechanic	119	119	\$48,172	\$63,307	\$78,441	NE
357	*	Aquatics Maintenance Specialist	118	118	\$45,878	\$60,292	\$74,706	NE
375		Parks Maintenance Construction Specialist 3	121	121	\$53,110	\$69,796	\$86,481	NE
376	*	Parks Maintenance Construction Specialist 2	118	118	\$45,878	\$60,292	\$74,706	NE
377		Parks Maintenance Construction Specialist 1	116	116	\$41,613	\$54,687	\$67,760	NE

Los Alamos County
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380	*	Arborist	121	121	\$53,110	\$69,796	\$86,481	NE
378	*	Irrigation Specialist	118	118	\$45,878	\$60,292	\$74,706	NE
373		Parks District Supervisor	126	126	\$67,783	\$89,079	\$110,375	NE
<u>Social Services</u>								
391	*	Social Services Manager	209	209	\$84,453	\$110,986	\$137,519	EX
393	*	Case Coordination Specialist	202	202	\$60,018	\$78,874	\$97,731	EX
396		Health Care Specialist	119	119	\$48,172	\$63,307	\$78,441	NE
Public Safety Series								
<u>Police Command</u>								
401		Deputy Police Chief	303	303	\$124,776	\$163,978	\$203,179	EX
402	*	Police Commander	215	215	\$113,176	\$148,732	\$184,289	EX
441		Emergency Services Commander	215	215	\$113,176	\$148,732	\$184,289	EX
<u>Police Administration</u>								
409	*	Victim Assistant	118	118	\$45,878	\$60,292	\$74,706	NE
443		Deputy Emergency Manager	210	210	\$88,676	\$116,536	\$144,395	EX
444	*	Emergency Management Coordinator	207	207	\$76,601	\$100,668	\$124,734	EX
442	*	Emergency Management Specialist	203	203	\$63,019	\$82,818	\$102,617	EX
<u>Emergency Communications</u>								
421	*	Emergency Communications Center Manager	212	212	\$97,765	\$128,480	\$159,195	EX
423	*	Dipatch Shift Supervisor	126	126	\$67,783	\$89,079	\$110,375	NE
422		Deputy Emergency Communications Center Mg	208	208	\$80,431	\$105,701	\$130,970	EX
423		Dipatch Shift Supervisor	126	126	\$67,783	\$89,079	\$110,375	NE
426		Emergency Communications Specialist 3	124	124	\$61,481	\$80,797	\$100,113	NE
424	*	Emergency Communications Specialist 2	122	122	\$55,765	\$73,285	\$90,806	NE
425		Emergency Communications Specialist 1	120	120	\$50,581	\$66,472	\$82,363	NE
<u>Detention</u>								
431	*	Detention Administrator	212	212	\$97,765	\$128,480	\$159,195	EX
433		Detention Sergeant	128	128	\$74,731	\$98,210	\$121,688	NE
434	*	Detention Corporal	124	124	\$61,481	\$80,797	\$100,113	NE
435		Detention Officer	119	119	\$48,172	\$63,307	\$78,441	NE
<u>Animal Control</u>								
445	*	Animal Shelter Manager	123	123	\$58,554	\$76,950	\$95,346	NE
448		Sr. Animal Control Officer	119	119	\$48,172	\$63,307	\$78,441	NE
449	*	Animal Control Officer	117	117	\$43,694	\$57,421	\$71,149	NE
<u>Fire Command</u>								
461		Deputy Fire Chief	303	303	\$124,776	\$163,978	\$203,179	EX
462	*	Fire Battalion Chief	215	215	\$113,176	\$148,732	\$184,289	EX
<u>Fire Administration</u>								
485		Security/Administrative Services Mgr	212	212	\$97,765	\$128,480	\$159,195	EX
480		Fire Technology Manager	211	211	\$93,110	\$122,363	\$151,615	EX
484		Fire Technology Specialist	121	121	\$53,110	\$69,796	\$86,481	NE
Public Works Series								
<u>Airpoprt</u>								
509	*	Airport Manager	209	209	\$84,453	\$110,986	\$137,519	EX
510	NEW	Deputy Airport Manager	0	207	\$76,601	\$100,668	\$124,734	EX
<u>Public Works Engineering</u>								
501		Deputy Public Works Director	303	303	\$124,776	\$163,978	\$203,179	EX
505	*	County Engineer	215	215	\$113,176	\$148,732	\$184,289	EX
506		County Surveyor	210	210	\$88,676	\$116,536	\$144,395	EX
<u>Capital Projects</u>								
503	*	Capital Projects & Facilities Manager	213	213	\$102,653	\$134,904	\$167,155	EX
511	*	Facilities Manager	209	209	\$84,453	\$110,986	\$137,519	EX
512	*	Facilities Maintenance Superintendent	205	206	\$72,953	\$95,873	\$118,793	1 EX
514	Title	Facilities Maintenance Foreman	123	123	\$58,554	\$76,950	\$95,346	NE
515	Title	Sr. Facilities Maintenance Specialist	120	120	\$50,581	\$66,472	\$82,363	NE
516	Title	Facilities Maintenance Specialist	117	117	\$43,694	\$57,421	\$71,149	NE
517		Mechanical & Plumbing Apprentice	118	118	\$45,878	\$60,292	\$74,706	NE
518	*	Mechanical & Plumbing Journeyman	121	122	\$55,765	\$73,285	\$90,806	1 NE
519		Mechanical & Plumbing Foreman	124	124	\$61,481	\$80,797	\$100,113	NE

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Facilities Management								
521	*	Facilities Services Manager	206	206	\$72,953	\$95,873	\$118,793	EX
523		Lead Custodian	117	117	\$43,694	\$57,421	\$71,149	NE
526	*	Custodian	114	114	\$37,744	\$49,602	\$61,461	NE
527		Custodian Trainee	113	113	\$35,947	\$47,240	\$58,534	NE
Environmental Services								
531	*	Environmental Services Manager	209	209	\$84,453	\$110,986	\$137,519	EX
532		Environmental Services Superintendent	206	206	\$72,953	\$95,873	\$118,793	EX
535	*	Administrative Scale Operator	118	118	\$45,878	\$60,292	\$74,706	NE
539	*	Environmental Services Technician	114	114	\$37,744	\$49,602	\$61,461	NE
538		Sr. Enviromental Services Technician	116	116	\$41,613	\$54,687	\$67,760	NE
Fleet								
541	*	Fleet Manager	210	210	\$88,676	\$116,536	\$144,395	EX
542		Fleet Supervisor	206	206	\$72,953	\$95,873	\$118,793	EX
544	*	Fleet Shop Foreman	125	125	\$64,555	\$84,837	\$105,119	NE
546		Fleet Mechanic 3	123	123	\$58,554	\$76,950	\$95,346	NE
547		Fleet Mechanic 2	121	121	\$53,110	\$69,796	\$86,481	NE
548	*	Fleet Mechanic 1	117	117	\$43,694	\$57,421	\$71,149	NE
Traffic & Streets								
571	*	Traffic & Streets Mgr/Traffic Engineer	213	213	\$102,653	\$134,904	\$167,155	EX
572	*	Traffic Manager	208	208	\$80,431	\$105,701	\$130,970	EX
574	*	Street Maintenance Superintendent	207	207	\$76,601	\$100,668	\$124,734	EX
575		Asst Street Maintenance Superintend	126	126	\$67,783	\$89,079	\$110,375	NE
577	*	Transportation Safety Specialist	123	123	\$58,554	\$76,950	\$95,346	NE
586		Sign/Marking Tech 3	119	119	\$48,172	\$63,307	\$78,441	NE
587		Sign/Marking Tech 2	117	117	\$43,694	\$57,421	\$71,149	NE
588	*	Sign/Marking Tech 1	115	115	\$39,631	\$52,083	\$64,534	NE
Transit								
551	*	Transit Manager	210	210	\$88,676	\$116,536	\$144,395	EX
552	*	Transit Supervisor	207	207	\$76,601	\$100,668	\$124,734	EX
561		Sr. Transit CS Rep/Dispatcher	121	123	\$58,554	\$76,950	\$95,346	2 NE
562	*	Transit CS Rep/Dispatcher	119	121	\$53,110	\$69,796	\$86,481	2 NE
555		Transit Operator Lead	121	123	\$58,554	\$76,950	\$95,346	2 NE
556		Transit Operator 2	119	121	\$53,110	\$69,796	\$86,481	2 NE
557	*	Transit Operator 1	117	119	\$48,172	\$63,307	\$78,441	2 NE
558		Transit Operator Trainee	115	117	\$43,694	\$57,421	\$71,149	2 NE
Labor & Equipment								
922	*	Lead Equipment Operator	124	124	\$61,481	\$80,797	\$100,113	NE
923		Sr. Equipment Operator	122	122	\$55,765	\$73,285	\$90,806	NE
924	*	Equipment Operator	119	119	\$48,172	\$63,307	\$78,441	NE
925		Equipment Operator Trainee	117	117	\$43,694	\$57,421	\$71,149	NE
927	*	Laborer	114	114	\$37,744	\$49,602	\$61,461	NE
929	*	Student (Casual)	810	810	\$13,041	\$15,758	\$19,266	EX
Engineering & Projects								
931	*	Sr. Engineer	214	214	\$107,786	\$141,650	\$175,513	EX
932	*	Engineering Project Manager	212	212	\$97,765	\$128,480	\$159,195	EX
507	*	Project Manager	210	210	\$88,676	\$116,536	\$144,395	EX
508		Senior Project Manager		212	\$97,765	\$128,480	\$159,195	EX
933	*	Engineering Associate	208	208	\$80,431	\$105,701	\$130,970	EX
934		Engineering Assistant	204	204	\$66,170	\$86,959	\$107,748	EX
937		Sr. Engineering Aide	122	122	\$55,765	\$73,285	\$90,806	NE
938	*	Engineering Aide	120	120	\$50,581	\$66,472	\$82,363	NE
939		Engineering Intern	115	115	\$39,631	\$52,083	\$64,534	NE
Utilities Series								
Utility Management								
641	*	Deputy Utility Mgr - GWS	303	303	\$124,776	\$163,978	\$203,179	EX
621	*	Deputy Utility Mgr - Power Supply	303	303	\$124,776	\$163,978	\$203,179	EX
601	*	Deputy Utility Mgr - Finance and Admn	303	303	\$124,776	\$163,978	\$203,179	EX
611		Deputy Utility Mgr - Engineering	303	303	\$124,776	\$163,978	\$203,179	EX
631	*	Deputy Utility Mgr - Electrical	303	303	\$124,776	\$163,978	\$203,179	EX
Operations Support								
603	*	Business Operations Manager	212	212	\$97,765	\$128,480	\$159,195	EX

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605		Water & Energy Conservation Coord	206	206	\$72,953	\$95,873	\$118,793	EX
609	*	Data Analyst	124	124	\$61,481	\$80,797	\$100,113	NE
612		SCADA Superintendent	212	212	\$97,765	\$128,480	\$159,195	EX
608		Sr. Data Analyst	127	127	\$71,172	\$93,533	\$115,893	NE
613	*	SCADA System Specialist	132	132	\$90,836	\$119,374	\$147,913	NE
614		SCADA System Technician	130	130	\$82,391	\$108,276	\$134,161	NE
615	*	GIS System Specialist	207	207	\$76,601	\$100,668	\$124,734	EX
657	*	Meter Reader Supervisor	122	122	\$55,765	\$73,285	\$90,806	NE
610	*	Billing & Customer Service Supervisor	122	122	\$55,765	\$73,285	\$90,806	NE
606		Sr. Billing & Service Specialist	119	119	\$48,172	\$63,307	\$78,441	NE
607	*	Billing & Service Specialist	117	117	\$43,694	\$57,421	\$71,149	NE
<u>Electric Production</u>								
622	*	Power System Supervisor	214	214	\$107,786	\$141,650	\$175,513	EX
626		H-E Plant Supervisor	214	214	\$107,786	\$141,650	\$175,513	EX
623		Sr. Power System Operator	132	132	\$90,836	\$119,374	\$147,913	NE
624	*	Power System Operator	130	130	\$82,391	\$108,276	\$134,161	NE
627		Sr. H-E Maintenance Technician	130	130	\$82,391	\$108,276	\$134,161	NE
628	*	H-E Maintenance Technician	127	127	\$71,172	\$93,533	\$115,893	NE
625		Power System Operator Apprentice	122	122	\$55,765	\$73,285	\$90,806	NE
629		H-E Maintenance Tech Apprentice	120	120	\$50,581	\$66,472	\$82,363	NE
630	NEW	Electric Production Resource Coordinator	0	212	\$97,765	\$128,480	\$159,195	EX
<u>Electric Distribution</u>								
632		Electrical Engineering Manager	214	214	\$107,786	\$141,650	\$175,513	EX
633	*	Lineman Supervisor	131	131	\$86,510	\$113,690	\$140,869	NE
<u>Gas, Water & Sewer</u>								
642	*	GWS Superintendent	210	210	\$88,676	\$116,536	\$144,395	EX
645		GWS Supervisor	126	126	\$65,157	\$85,628	\$106,099	NE
<u>Wastewater</u>								
681	*	WWTP Superintendent	210	210	\$88,676	\$116,536	\$144,395	EX
682	*	WWTP Supervisor	126	126	\$67,783	\$89,079	\$110,375	NE
<u>Water Supply</u>								
661	*	Water Systems Superintendent	210	210	\$88,676	\$116,536	\$144,395	EX
675	*	Water Systems Supervisor	126	126	\$67,783	\$89,079	\$110,375	NE



LOS ALAMOS

Los Alamos County

Job Description and Classification

JOB TITLE: Compliance Coordination Specialist
JOB CODE: 767
CLASSIFICATION: Exempt
DEPARTMENT/DIVISION: Municipal Court
SUPERVISOR: Court Administrator

Position Summary:

Under general supervision of the Court Administrator, is responsible for administering court ordered programs, including pre-sentence monitoring, probation program and additional case management duties as required for clients charged and/or convicted of a criminal offense on behalf of the Courts. Perform a variety of routine duties such as respond to law enforcement incidents involving persons on probation or pre-sentence supervision, community resource management and referral, courtroom testimony, report writing and investigations, as well as advocating for offender services. Oversees pre-sentence clients, probationers, investigates probation violations, develops, identifies, and utilizes treatment services for the assigned courts. Prepares and presents pre-sentence and other reports to the Courts, and monitors compliance with drug testing, electronic monitoring, and related programs. Makes recommendations to Municipal, Magistrate and District Court on the needs of probationers or pre-sentence clients. Maintains confidentiality of all privileged information.

The general level and nature of this position are described in the headings below. This is not an all-inclusive list of all responsibilities, duties, and skills required of personnel in this classification. Duties, responsibilities, and activities may change at any time.

Essential Duties and Responsibilities:

- Manages caseloads and monitors compliance with court orders and/or probation conditions. Utilizes state ADE database to assess and report client progress.
- Prepares and ensures proper documentation is maintained for all case files.
- Prepares and analyzes various reports, including probation, electronic monitoring, random drug testing, conditions of release and violations.
- Instructs clients on requirements of their conditional release.
- Participates in team meetings with various professionals to determine the most appropriate behavioral health treatment for clients and their families. Reviews the effectiveness of treatment programs and makes recommendations to better meet community and client needs.
- Communicates with local, state, regional and outside law enforcement.
- Reports compliance and non-compliance to the court of jurisdiction.
- Conducts ongoing review and development of policies, practices, and procedures to ensure compliance with changing laws and makes revisions as necessary. Communicates revisions to Court staff and Judges. Assists in applying any changes.
- Researches and develops recommendations for the operating budget regarding supervision expenditures. Verifies monthly expenditures of supervision programs. Assists in coordinating and administering contracts of supervision programs.
- Maintains confidentiality and complies with HIPPA regulations of all privileged information.
- Maintain, secure, manage, and update essential and relevant documents in case files.

- Establishes verification protocol for community service compliance and oversees other court staff to ensure this is completed timely and accurately.
- Contributes to a team effort and accomplishes related results as required.
- Performs other duties as required.

Pre-Sentence Supervision/Probation Supervision

- Attends clients' court dates and provides oral reports on the clients' progress.
- Develops specialized supervision and treatment plans for clients. Completes Criminal Risk Assessments to determine level of supervision. Conducts face to face contact with clients in the clients' environment and in an office setting.
- Utilizes electronic monitoring and drug testing, including Breath Alcohol Concentration (BAC) hand-held device to ensure compliance with court orders. Develops additional programs to assist in goal completion.
- Conducts routine checks of clients' homes, vehicles, or employment. Testifies in court to present evidence or testify against the person accused of criminal activities.
- Determines if there is non-compliance by gathering evidence, obtaining witnesses and will comply with court rules regarding filing of a criminal complaint and probable cause statement.
- Testify in court to present evidence or testify against persons accused of criminal activity or violation.
- Investigates, compiles, and evaluates information in the development of pre-sentence reporting on behalf of the courts. Investigates and makes determination for early discharge or probation violation.

Case Management

- Gathers information about clients' criminal and family history.
- Participates in team meetings with various professionals to determine the most appropriate behavioral health treatment for clients and their families. Reviews the effectiveness of treatment programs and makes recommendations to better meet community and client needs.
- Arranges for appropriate medical, mental health, or substance abuse treatment services according to individual needs and/or court orders.
- Assists clients with completing indigent program applications and public defender requests.
- Establishes rehabilitation programs for assigned clients, establishing rules of conduct, goals, and objectives.
- Assists or arranges for post-release services, including employment, housing, treatment, and education activities.
- Assists in matters concerning detainers, sentences in other jurisdictions and applications for social assistance.
- Develops information packets about social service agencies and assistance organizations useful to clients. Provides referrals to community resources and treatment.
- Monitors the Life Skills program, scheduling and ensures client's compliance.
- Using additional discretion, creates individualized programs to meet client's needs.

Community Outreach

- Performs community outreach to a wide range of local and regional agencies providing social, medical, behavioral health, courts and law enforcement, education, and basic needs services.
- Assists DWI coordinator with generating reports when necessary.
- Actively participates in DWI and Domestic Violence Councils.

- Develops liaisons and networks with law enforcement, other corrections, psychiatric facilities, and community agencies.
- Communicates with local, state, regional and outside law enforcement.

Minimum Qualifications:

- Bachelor's Degree from an accredited college or university field, or equivalent combination of education and related work experience.
- Three years of experience in corrections, parole or probation, social services, or related field.
- Must successfully complete a thorough background investigation.

Preferred Qualifications:

- Bachelor's Degree from an accredited college or university in Sociology, Psychology, Criminology, or related field
- Experience with drug testing procedures and electronic monitoring.
- Read, write, and speak Spanish.
- Master's Degree from an accredited college or university in related field.
- Experience with state DWI software.
- Experience with Municipal court software.

Knowledge, Skills, and Abilities:

- Knowledge of laws, legal codes, court procedures, precedents, government relations, executive orders, agency rules, HIPAA, and the democratic political process.
- Knowledge of human behavior and performance; individual differences in ability, personality, and interests; learning and motivation; psychological research methods; and the assessment and treatment of behavioral and affective disorders.
- Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.
- Knowledge of principles, methods, and procedures for diagnosis, treatment, and rehabilitation of physical and mental dysfunctions, and for career counseling and guidance.
- Knowledge of group behavior and dynamics, societal trends and influences, human migrations, ethnicity, cultures and their history and origins.
- Knowledge of conducting alcohol breathalyzer testing, fingerprinting, taking photos, booking forms, and collecting or inventory property.
- Knowledge of the Court's tele-therapy equipment.
- Skill in record maintenance.
- Skill in operating various word-processing, spreadsheets, and database software programs in a Windows environment.
- Ability to counsel assigned individuals objectively.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish and maintain professional relationships with individuals of varying social and cultural backgrounds and with co-workers at all levels.
- Ability to represent the organization in a professional manner, building respect and confidence.
- Ability to maintain confidentiality.
- Ability to handle multiple tasks and meet deadlines.
- Ability to use good judgment, analyze and solve problems.

Physical Demands:

While performing the duties of this job, the employee is regularly required to sit, walk, and stand. The employee regularly uses manual and finger dexterity, a sense of smell and visual acuity to complete tasks. The employee routinely uses a full range of mobility in upper and lower body; reaches overhead; works in various positions, including stooping, standing, bending over, sitting, kneeling, and squatting for extended periods of time. The employee must be able to lift, pull and push materials and equipment up to 25 pounds to complete assigned job tasks.

Work Environment:

The work environment involves exposure to hazards or physical risks and requires the following basic safety precautions and may include exposure to unpleasant or hostile situations that arise when dealing with individuals involved in court cases. Work is performed in both indoor and outdoor settings, with exposure to natural weather conditions and elements such as dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises. Travel, on-site response to emergency situations, evening, weekend, and holiday work may be required on short notice. Travel is required in a personal vehicle.

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

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

Approvals:

Elected Official: _____ Date: _____
(signature)

Human Resources Manager: _____ Date: _____
(signature)

Reviewed: _____ Revised: 3/20/2015, 2/28/2019, 3/10/2023, 1/31/2024, 3/8/2024

Los Alamos County

Job Description and Classification



LOS ALAMOS

JOB TITLE: Airport Manager/Deputy Airport Manager
JOB CODE: 509, 510
CLASSIFICATION: Exempt
DEPARTMENT/PROGRAM: Public Works/ Airport
SUPERVISOR: Public Works Director

Position Summary:

Under general direction of the Public Works Director or designee, manages, administers, and coordinates the daily operations, promotion, development, special events, and long-range strategic planning for the Los Alamos Airport in accordance with associated federal and state regulations, and the county's established goals and policies. Maintains confidentiality of privileged information.

The general level and nature of this position are described in the headings below. This is not an all-inclusive list of all responsibilities, duties, and skills required of personnel in this classification. Duties, responsibilities, and activities may change at any time.

Essential Duties and Responsibilities:

- Manages and oversees the administrative, maintenance, security, safety and daily operations of the Los Alamos Airport grounds and improvements in accordance with the policies and directives of the county, State Aviation, and Federal Aviation Administration (FAA).
- Oversees and/or coordinates the collection, compilation, and analysis of program activity data; develops, writes, and presents comprehensive statistical and narrative program reports.
- Supervises personnel including work allocation and prioritization, training, performance evaluation and management; motivates employees to achieve high performance, creates and fosters a team-oriented and collaborative work environment.
- Directs the development and execution of the strategic operating goals and objectives; oversees the planning, development, implementation and maintenance of programs, policies, procedures, goals, budgets, systems, and processes.
- Develops and maintains a close working relationship with the FAA, New Mexico Department of Transportation (NMDOT) Aviation Division and other agencies on matters relating to the airport. Interprets, explains, and enforces federal, state, and local rules and regulations governing use of the airport; recommends and develops new or modified regulations when conditions warrant.
- Develops and promotes economic development associated with the airport.
- Prepares annual operating budget and capital improvement budgets, recommends fees and related charges associated with airport operations, and ensures that airport operations are accomplished within budgetary limitations.
- Identifies, oversees, coordinates, and/or prepares proposals to acquire additional financing.
- Develops Disadvantaged Business Enterprise (DBE) plan for the airport and establishes DBE goals for federally funded projects.
- Negotiates leases and oversees the enforcement of the terms of leases, licenses, and agreements associated with airport services and grounds in accordance with county policies and procedures.
- Prepares and issues Notices to Airmen (NOTAMS).
- Attends and provides reports to Transportation Board as requested.

- Prepares requests for engineering proposals and contracted projects; prepare letters, memos, reports, and studies as required for the proper administration of airport operations.
- Follows established county procurement procedures to requisition services, materials, supplies, and equipment; maintains the Storm Water Pollution Prevention Plan in accordance with Environmental Protection Agency and New Mexico Environment Department regulations.
- Enforces and ensures appropriate safety training for airside access and manages all aspects of airport safety.
- Responsible for ensuring all airport-related work requests are submitted, tracked, planned, and completed in a timely, professional manner; provides presentations to various groups to inform the public of airport goals and operations.
- Monitors all employees, outside vendors, and businesses to ensure that they are in compliance with aviation regulations and security procedures while on airport property.
- Maintains confidentiality of all privileged information.
- Contributes to a team effort and accomplishes related results as required.
- Ability to communicate effectively, both orally and in writing.
- Performs other duties as required.

Minimum Qualifications for Airport Manager:

- Bachelor's Degree from an accredited college or university or equivalent combination of education and related work experience.
- Five years of experience in public administration, transportation, facilities, engineering, planning, economic development, program management, or project management of which at least 2 years must have been in aviation, aeronautics, airport operations or administration.
- Must possess or have ability to obtain within first sixty days of employment and must maintain a valid New Mexico Class D driver's license.
- Must successfully complete mandatory drug screening and subsequent random drug and alcohol screenings.
- Must possess or have the ability to obtain and maintain status as a Certified Member (CM) of the American Association of Airport Executives (AAAE) within 1 year of employment.
- Must have Basic Airport Safety and Operations Specialist School from AAAE within six months of hire date.

Minimum Qualifications for Deputy Airport Manager:

- Bachelor's Degree from an accredited college or university or equivalent combination of education and related work experience.
- Five years of experience in public administration, transportation, facilities, engineering, planning, economic development, program management, or project management.
- Must possess or have ability to obtain within first sixty days of employment and must maintain a valid New Mexico Class D driver's license.
- Must successfully complete mandatory drug screening and subsequent random drug and alcohol screenings.
- Must possess or have the ability to obtain and maintain status as a Certified Member (CM) of the American Association of Airport Executives (AAAE) within 1 year of employment.
- Must have Basic Airport Safety and Operations Specialist School from AAAE within six months of hire date.

Preferred Qualifications:

- Experience with the operational and/or administrative functions of a general aviation airport and FAA regulations.
- Grant management experience.
- Bachelor's or Master's Degree from an accredited college or university in Airport Management, Public Administration, Civil Engineering, or related field.
- Supervisory experience.
- Accredited Airport Executive (AAE) member of the American Association of Airport Executives.
- Air Traffic Controller or pilot experience.
- Possess a New Mexico Commercial Driver's License.
- Experience with economic development activities related to airports and airport operations.

Knowledge, Skills, and Abilities:

- Knowledge of FAA regulations.
- Knowledge of FAA and NMDOT grant programs.
- Knowledge of budget preparation and grant/proposal writing.
- Knowledge of state, federal and county accounting, purchasing, and auditing policies and procedures.
- Knowledge of human resources management policies and procedures.
- Knowledge of statistical compilation and analyses.
- Skill in problem solving, human relations, and time management.
- Skill in customer/client relationships.
- Skill in organizing, preparing, and presenting information clearly and concisely, both orally and in writing.
- Skill in using personal computers and standard business software.
- Ability to efficiently and effectively develop, manage and monitor grant funds.
- Ability to exercise initiative and independent judgment.
- Ability to maintain confidentiality.
- Ability to gather data, compile information, and prepare reports.
- Ability to develop and maintain recordkeeping systems and procedures.
- Ability to interact and maintain good working relationships with individuals of varying social and cultural backgrounds.
- Ability to supervise and train assigned staff, including organizing, prioritizing, and scheduling work assignments.
- Ability to ensure user compliance with the various airport-related use agreements in a fair and equitable manner.

Physical Demands:

While performing the duties of this job, the employee routinely sits, stands, walks, talks, and hears. The employee regularly uses manual dexterity and visual acuity to complete tasks. The employee may occasionally lift and/or move up to 25 pounds.

Work Environment:

The work environment involves exposure to hazards or physical risks and requires following basic safety precautions. Work is performed both indoors in a professional office setting and outdoor settings, with exposure to natural weather conditions and elements such as dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises. Travel, on-site response to emergency situations, evening, weekend, and holiday work may be required on short notice.

This position is covered under the Department of Transportation (DOT)/FAA, Anti-Drug and Alcohol Act pursuant to the Transportation Employee Testing Regulations, covering random, post-accident, pre-hire, and return to duty testing.

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

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

Approvals:

Department Director: _____ Date: _____
(signature)

Human Resources Manager: _____ Date: _____
(signature)

Reviewed: 3/20/2015 Revised: 6/7/2012, 12/1/2018, 8/26/2020, 8/1/2022, 5/13/2024

Los Alamos County

Job Description and Classification



LOS ALAMOS

JOB TITLE: Electric Production Resource Coordinator
JOB CODE: 630
CLASSIFICATION: Exempt
DEPARTMENT/DIVISION: Utilities/Electric Production
SUPERVISOR: Deputy Utility Manager-Power Supply

Position Summary:

Under general supervision of the Deputy Utility Manager – Power Supply or designee, coordinates operations between Day Ahead (DA) and Real Time (RT) operations. Provides training and support for all operations as needed, monitors RT and DA operators ensuring economic efficiency. Adhere to operating system constraints and industry or regulatory guidelines. Maintain confidentiality of all privileged information. In coordination with management, assists in establishing, and implementing short-term, medium-term and long-term energy contracts including renewables. Provide shift coverage for Power System Operators as needed on short notice.

The general level and nature of this position are described in the headings below. This is not an all-inclusive list of all responsibilities/ duties/ and skills required of personnel in this classification. Duties/ responsibilities and activities may change at any time with or without notice.

Essential Duties and Responsibilities:

- Ensures that Los Alamos Power Pool projected electric customer load demand is met, around the-clock, in the most economic and efficient manner while adhering to operating system constraints and industry or regulatory guidelines
- Calculates the most economic resource mix for meeting customer demand and energy requirements
- Ensures adequate reserve levels are maintained and ensures the reserves can be activated.
- Plans and schedules power day ahead purchases with providers and other entities for anticipated hourly, daily and monthly energy demands.
- Determines the impact of power purchase and sales and promotes understanding of key relationships between purchases, sales and costs.
- Assist with and/or implement the integration of new resources, physical or contractual, into real time by coordinating with applicable internal departments and external counterparties
- Advises and provides expertise to function as needed.
- Supports the System Operators in optimizing resources to meet load requirements by obtaining additional short-term capacity and energy when required.
- Calculates the load forecast for the two-year cycle budget.
- Calculates needed resources, their availability, cost and capacity factors to meet the budgeted load forecast.
- Performs daily, weekly, monthly and annual energy accounting functions.
- Verifies end of month book-outs and billings with other capacity and energy suppliers.
- Provide coverage as needed for Power System Operator functions.
- Operates and assists in the control of the hydroelectric plant through the direction of the Army Corps of Engineers and the Bureau of Reclamation.
- Interfaces with hydroelectric plant personnel for operation parameters.

- Achieves the most reliable electric service for Los Alamos National Laboratory and the county at the lowest cost.
- Assists in the preparation of power resource hourly schedules.
- Provides schedules and interchanges information to PNM's Systems Operator.
- Maintains tracking mechanisms to properly confirm and document billings.
- Issues and records clearance and hold orders.
- With assistance, coordinates work with users before directing and operating outages for preventative maintenance and non-emergency work.
- Records hourly and daily electrical load disturbances, failures, and relay breaker operations.
- Operates base radio station during switching operations and equipment repair work.
- Contributes to a team effort and accomplishes related results as required.
- Assists with the division's annual goals and budget recommendations
- Responsible for ensuring compliance with the North American Electric Reliability Corporation (NERC) and other regional operating standards.
- Procures economical spinning and operating system reserve requirements.
- Ensures the reliability of the transmission, generation, and distribution system and exercises authority to alleviate capacity, energy, and reliability emergencies.
- Develops and executes arrangements for power brokering, resource schedules and sales, third party transactions, wheeling points of delivery and energy accounting requirements.
- Negotiates product, price, quantity and terms under existing agreements to buy and sell energy with counterparties.
- Prepares, processes, and coordinates all switching procedures for transmission, substation, and major distribution circuit switching.
- In the event of an electric system disturbance or failure, quickly restores service in a safe and orderly manner through Supervisory Control and Data Acquisition (SCADA) switching and radio directions given to field crews.
- Implements real time actions up to and including scheduling firm and non-firm load, to ensure stable and reliable operation of the distribution system.
- Provides mentoring, training and assistance to all EP staff.
- Oversight and training of Power System Operator Apprentices
- Conduct studies and analysis for long term resource planning
- Forecasting and scheduling intermittent, renewable resources, energy storage, charging and discharging of Battery systems.
- Performs other duties as required

Minimum Qualifications:

- Associates degree or two-year certificate from an accredited college, university or trade school in electrical systems, or equivalent combination of education and or related work experience.
- Able to work weekends and holidays on day or night shifts.
- Successful completion of pre-employment physical exam prior to commencing work.
- Required to live within 2 hours of work location.
- Must be able to pass a standard background check to obtain a LANL badged.
- Three years of experience working as a Power System Operator or 5 years as a Sr. Data Analyst for power supply, which must include at least 1 year of experience in each of the following areas.
 - oDistribution switching operations
 - oScheduling Operations Day Ahead

- oScheduling Real Time
- oMarketing
- oFinancial Bookout
- Successful completion of the pre-employment physical exam prior to commencing work.

Preferred Qualifications:

- NERC Certification
- Bachelor’s Degree electrical systems

Knowledge, Skills, and Abilities:

- Knowledge of basic math and algebra.
- Skill in operating various word-processing, spreadsheets, and database software programs in a Windows environment.
- Knowledge of electric service production/distribution.
- Knowledge of occupational hazards and of safety precautions related to the electrical system.
- Knowledge of SCADA system operations.
- Skill in record maintenance.
- Ability to gain knowledge of all contracts between the county, the U.S. Department of Energy, other utilities, regional transmission organizations and reliability groups.
- Ability to prepare and present clearly and concisely, oral and written reports of findings and recommendations.
- Ability to analyze facts and act on them in a timely, conscientious manner.
- Ability to communicate effectively, both verbally and in writing.
- Knowledge of interconnected power systems and emergency restoration procedures.
- Knowledge of telemetry used in area control error calculations, hourly integrations, historical archiving, and system load calculations.
- Knowledge of power pool resources, hazard/reserve sharing and various economy transaction methods for purchase/sale of power and energy.
- Knowledge of OATI tagging requirements.
- Ability to react calmly under stressful conditions.
- Ability to direct other operating and maintenance personnel.
- Ability to train and mentor Power System Operators.

Physical Demands:

While performing the duties of this job, the employee is regularly required to sit, walk and stand. The employee regularly uses manual and finger dexterity, a sense of smell and visual acuity to complete tasks. The employee routinely uses a full range of mobility in upper and lower body; reaches overhead; works in various positions, including stooping, standing, bending over, sitting, kneeling and squatting for extended periods of time. The employee must be able to lift, pull and push materials and equipment up to 50 pounds to complete assigned job tasks.

Work Environment:

The work environment involves exposure to hazards or physical risks and requires following basic safety precautions. Work is performed in both indoor and outdoor settings, with exposure to natural weather conditions and elements such as dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises. Travel,

on-site response to emergency situations, evening, weekend and holiday work may be required on short notice. This position is subject to call-out.

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

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

Approvals:

Department Director: _____
(signature)

Date: _____

Human Resources Manager: _____
(signature)

Date: _____



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.: F.
Index (Council Goals): Quality Governance - Fiscal Stewardship
Presenters: Melissa Dadzie, Chief Financial Officer and Anne Laurent, County Manager
Legislative File: 18550-24

Title

Approval of Amended Policy No. 910-Travel Policy

Recommended Action

I move that Council approve the amended Policy No. 910 - Travel Policy as included as Attachment C.

County Manager's Recommendation

The County Manager recommends that Council approve the amended Travel Policy as requested

Body

The County is revising the current Travel Policy (Attachment A) in order to meet new requirements and changing travel market conditions. If approved, this policy is intended to be effective July 1, 2024. The following major updates are included in this amended policy (shown in Attachments B and C):

1. On page 3, Section A of the Redlined Version (Travel Pre-authorizations and Arrangements) is updated and states that compliance with travel pre-authorizations will be the responsibility of the individual departments;
2. On page 9, Section G of the Redlined Version, Item 8 (Private Airplane) language has been deleted. If private airplane were to be used, it would fall under Section G, Item 5 (Private Vehicles).
3. On page 10, Section H of the Redlined Version, Item 3 (Use of RV) language is updated to reflect that the traveler is responsible for ascertaining the single occupancy rate and ensuring single occupancy charges are reflected.
4. On page 11, Section H of the Redlined Version, Item 4 (special needs of disabled persons) language is updated to reflect that disabled persons may be allowed at the actual cost of the least costly lodging that is most accessible to their needs.
5. On page 12, Section I of the Redlined Version, Emergency Deployment has been changed to Mutual Aid Deployment for clarification purposes.
6. Appendix A, of the Redlined Version, language is updated to reflect changes to Meal

Allowances and Lodging Accommodations.

Alternatives

Council could choose to not approve the proposed changes to the travel policy or could approve alternate changes to the Travel Policy.

Fiscal and Staff Impact/Planned Item

The fiscal and staff impact is minimal if approved. There is minimal impact to relay such changes to staff county-wide.

Attachments

A - Policy No. 910 - Travel (Effective September 1, 2021)

B - Amended Policy No. 910 - Travel Policy - Redlined Version

C - Amended Policy No. 910 - Travel Policy - Clean Version



INCORPORATED COUNTY OF LOS ALAMOS ADMINISTRATIVE PROCEDURE GUIDELINE

Index No. 910
Approved by Council on August 10, 2021

Revised - Effective: September 1, 2021

TRAVEL POLICY

I. Purpose

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

II. Policy

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

The guiding principles of this policy are:

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

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

III. Responsibility

A. **Travelers**

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

B. Approving Authority

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

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

Requests for travel shall be approved at the following levels:

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

IV. Procedure/Administration

Through a County-issued Purchasing Card (P-Card), the County shall pay expenses incurred on employee-approved travel. Only mileage and meal allowances shall be reimbursed to the employee upon return from travel. P-Cards shall be used to pay travel expenses for County business and are subject to the same restrictions under the Use of

County Purchasing Cards Policy, Index No. 0922, and respective Purchasing Card Manual administered by the Finance Division's Purchasing Card Administrator.

A. Travel Pre-authorization and Arrangements

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

B. Allowable Travel Expenses

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

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

13. Any other reasonable costs directly associated with conducting County business while on travel.

C. Unallowable Travel Expenses

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

- I) All other expenses not allowed under the P-Card Policy, Index No. 0922.
2. If an employee uses a County-issued P-Card for an unallowable expense as noted above, he/she shall be required to reimburse the County for such expense and may be subject to infractions and disciplinary action referenced under the P-Card policy.
3. Non-employees shall not be reimbursed for any unallowable travel expense as noted above.

D. Travel Reimbursements – Employee Expense Claims

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

provided by the conference, workshop, or event he/she may claim the meal allowance and indicate it was due to the dietary restriction.

6. Travelers seeking mileage and meal reimbursement shall complete the following forms:
 - a) For travel which required overnight lodging within the state, complete the Los Alamos County "In-State Travel Pre-authorization and Reimbursement" form;
 - b) For travel which required overnight lodging outside of the state, complete the Los Alamos County "Out-of-State Travel Pre-authorization and Reimbursement";
 - c) Travelers seeking mileage and meal reimbursement which required one-day travel shall complete the Los Alamos County "One-Day Travel Reimbursement";
 - d) In addition to completing the applicable travel reimbursement form, evidence to substantiate the travel must be attached to the travel reimbursement form for review and consideration. Supporting documentation can be an agenda, conference brochure, meeting email, or any other document that states the date, time, place, and purpose and shall be used to substantiate calculations of meal allowances. Travel expenses charged to a P-Card should be attached as supporting documentation and shall be reported in the "P-Card Expense Information" section of the Travel Reimbursement Form for the ease of the Approving Authority's review of the entire cost of the travel event.

7. To ensure proper accounting and compliance with Los Alamos County policy, the Approving Authority shall adhere to the following guidelines prior to approving an employee expense claim:
 - a) Verify the dates and times of travel and ensure meals provided have been properly deducted from the meal allowance;
 - b) Ensure limits described in Appendix A have been adhered to or properly justified if necessary as described in high-cost areas, per the Discretionary Expenses Policy, or due to a valid business purpose as allowed in Section IV.G.1. below;
 - c) Verify all travel expenses that were purchased by a County issued P-Card are allowable expenses;
 - d) If any unallowable expenses are discovered to be purchased by a P-Card, the Approving Authority shall notify the Finance Division

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

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

E. Travel Reimbursements – Non-Employee

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

F. Transportation

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

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

If government-owned vehicles are used for official County travel, travelers shall not submit a mileage reimbursement request if fuel has been provided for by other means.

5. Private Vehicles

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

6. Rental Cars

Car rental is an allowable expense for official business and shall be charged to a P-Card. If available, a standard or economy car shall be used. County officials, employees or volunteers are not covered for auto liability, nor for damages to the rental vehicle, by the County's liability insurance. Therefore, any County employee renting a vehicle shall obtain liability and damage insurance through the rental company, as the County's insurance will not cover county employees driving rental vehicles.

7. Taxis & Other

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

8. Private Airplane

- a) If the use of a private airplane is approved on the travel request, reimbursement shall be at the current rate per mile for a private vehicle plus 60% based on NM Aeronautical Charts published by

NMSHTD, Aviation Division for a direct flight to that destination. Certification of actual air mileage is required if the destination is not included on an air map. Only one (1) person shall receive mileage reimbursement. Proof of insurance must be provided to the Approving Authority. Traveler shall conform to the minimum limits for insurance set forth in the State of New Mexico's Mandatory Financial Responsibility Act effective January 1, 1984.

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

9. Insurance Claims

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

10. Alternative Transportation Allowance

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

G. Lodging

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

4. If the special needs of disabled persons cannot be met by hotel rooms within the maximum rates, lodging costs for disabled persons may be allowed at the actual cost of the least costly lodging that is most accessible to their needs.

H. Meals

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

I. Purchasing Cards (P-Cards)

1. Travelers either shall be issued a temporary P-Card prior to intended travel or shall be regular P-Cardholders. P-Cards shall be used to pay for registration fees, lodging, airfare, car rental expenses, and all other allowable travel expenses pursuant to this Policy. The traveler must provide the last four digits of the P-Card on the Travel Reimbursement Form and

report the actual charges in the "P-Card Expense Information" Section at the bottom of the form.

2. At the discretion of the Approving Authority, a P-Card issued to designated departmental staff may be used to book travel-related expenses on behalf of the traveler. Designated departmental staff may also process travel reservations on the individual traveler's card once pre-authorization from the Approving Authority has been processed.

J. Travel Expenses for Interviewees and Other Recruitment Participants

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

K. Emergency Deployment

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

L. Exceptions to These Rules


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

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

M. Effective Date

This policy is effective for travel that begins on or after September 1, 2021.

Prepared by: Finance Department

 9/1/21
STEVE LYNNE Date
County Manager

APPENDIX A

A. Meal Allowance

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

Multiple Day

In-State Overnight Travel

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

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

For meals included in registration or otherwise provided, deduct:

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

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

Multiple Day

Out-of-State Overnight Travel

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

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

For meals included in registration or otherwise provided, deduct:

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

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

B. Meal Allowance – One Day Travel

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

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

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

C. Mileage

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

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

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

Mileage shall be calculated using the lesser of:

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

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

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

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

D. Lodging

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

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

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

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



INCORPORATED COUNTY OF LOS ALAMOS ADMINISTRATIVE PROCEDURE GUIDELINE

Index No. 910
~~2021~~2024

Revised - Effective: ~~September~~July 1,

Approved by Council on ~~August 10, 2021~~June 25~~11~~, 2024

TRAVEL POLICY

I. Purpose

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

II. Policy

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

The guiding principles of this policy are:

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

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

III. Responsibility

A. Travelers

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

B. Approving Authority

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

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

Requests for travel shall be approved at the following levels:

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

IV. Procedure/Administration

Through a County-issued Purchasing Card (P-Card), the County shall pay expenses incurred ~~while the Los Alamos County Traveler is on employee-~~ approved travel. Only mileage and meal allowances shall be reimbursed to the ~~employee~~ Los Alamos County Traveler upon return from travel. P-Cards shall be used to pay travel expenses for County

business and are subject to the same restrictions under the Use of County Purchasing Cards Policy, Index No. 0922, and respective Purchasing Card Manual administered by the Finance Division's Purchasing Card Administrator.

A. Travel Pre-authorization and Arrangements

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

B. Allowable Travel Expenses

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

1. Shuttle, bus, subway, taxi, airfare and peer-to-peer or ride-sharing (i.e. Uber, Lyft, etc.) fares only if business-related;
2. Non-meal Gratuities: Normal, reasonable gratuity amounts (e.g., for taxi or baggage handlers). Gratuities shall not be reimbursed for restaurant meals ~~separately. They; they~~ are included in the existing daily meal allowance rates;
3. Business-related tolls and parking fees;
4. Rental cars ~~or charter aircraft and auto liability and damage insurance~~ if pre-authorized, necessary, and when less expensive public transportation cost effective, and taxi service or shuttle services are not available or not practical;
5. Registration fees;
6. Books, manuals, and other materials directly related to approved training events;
7. Hotel or motel lodging;
8. Air freight;
9. Currency conversion fees;

10. Overnight delivery postage;
11. Internet connectivity charge;
12. Baggage fees;
13. Any other reasonable costs directly associated with conducting County business while on travel.

C. Unallowable Travel Expenses

1. The following expenses are unallowed under this policy:
 - a) Non-business related activities, such as entertainment, tours, competitions, sight-seeing, travel to other locations of personal interest, etc.;
 - b) Unless otherwise authorized in advance under the Discretionary Expenses Policy, Index No. 0960, or described as part of a training facility program referenced in Section ~~FH.~~, or allowed under ~~Emergency Mutual Aid~~ Deployments referenced in Section IV., Paragraph ~~IK.~~, actual cost of meals at restaurants, ~~or~~ purchase of food items, room service, meal delivery service fees and gratuities are not reimbursable to the ~~employee~~ Los Alamos County Traveler and are not allowed to be charged to a P-Card. Reimbursement for meals is provided according to the rates in Appendix A in the form of a meal allowance;
 - c) In-room movies, games or other for-pay entertainment;
 - d) Cost of alcoholic beverages, mini bar refreshments or tobacco products;
 - e) Expenses for travel companions (spouse/family/guest) who are not on official County business;
 - f) Expenses related to vacation or personal days while on business trip;
 - g) Parking tickets and/or fines for traffic violations;
 - h) Use of spa at the hotel or other for-pay amenities, whether or not at hotel;

- i) Expenses for the repair of privately owned vehicles;
- j) Personal expenses are not allowable, and are assumed to include any expenses which are not a necessary consequence of travel on behalf of Los Alamos County for a business purpose;
- k) Fuel or electric charge for personal vehicle;
- l) All other expenses not allowed under the P-Card Policy, Index No. 0922.

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

D. Travel Reimbursements – Employee Expense Claims

- 1. Travel reimbursements shall be processed as employee expense claims through the payroll system.
- 2. P-Cards are generally intended to replace the need for a travel advance, which includes payment for lodging, airfare, car rental, conference registration fees, or any other allowable travel-related expenses. ~~Only~~ Mileage and meal allowances are ~~reimbursable~~ payable when the ~~employee~~ traveler returns ~~cardholder returns~~ from travel.
- 3. If a P-Card is either unavailable, not accepted by the merchant, lost, stolen, or deactivated for reasons of fraud or for any other reason at no fault of the employee, the employee may use their personal credit card, cash, or other personal means, as a method of payment, ~~provided that he/she notifies the Finance Division as soon as possible.~~ In such situations, the employee shall be reimbursed provided actual itemized receipts reflect approved expenses and are attached to the employee expense claim ~~and approved.~~ This clause is intended as an exception to standard policy and may be subject to disapproval if an employee repeatedly loses or does use uses y loses a County issued P-Card or has repeated infractions.
- 4. Mileage calculations shall be based on online map mileage charts, such as maps.google.com or mapquest.com and or other forms of internet based mapping source, as an acceptable method to substantiate mileage. For personal vehicle use, the ~~traveler~~ Los Alamos County Travelers must certify

he/she~~coverage on the personal vehicle~~ meets the minimum limits of insurance as set forth in the State of New Mexico's Mandatory Financial Responsibility Act, as may be amended from time to time. Los Alamos County shall use the IRS standard mileage rate, which is updated from time to time.

5. Meals included in the registration fee and provided by the conference, workshop, event, or paid by the County by any other means shall not be reimbursed to the employee. If any meals are provided or paid for as provided in the Discretionary Expenses Policy, no reimbursement shall be made. Continental breakfasts or snacks provided by the conference, workshop, etc. shall not be considered a meal for this purpose. If a a~~traveler Los Alamos County Travelers~~ has a dietary restriction, which prevents him/hor~~them~~ from eating a meal, provided by the conference, workshop, or event he/she, ~~the may claim the~~ meal allowance may be claimed. ~~and must indicate it was due to the dietary restriction.~~

6. ~~Travelers~~The Los Alamos County Traveler seeking mileage and meal ~~reimbursement~~allowance payment shall complete the following forms:

<https://lacnm.sharepoint.com/sites/Finance/Travel/Forms/AllItems.aspx>

- a) For travel which required overnight lodging within the state, complete the Los Alamos County "In-State Travel ~~Pre-authorization and Reimbursement~~" form;
- b) For travel which required overnight lodging outside of the state, complete the Los Alamos County "Out-of-State Travel ~~Pre-authorization and Reimbursement~~;" form;
- c) ~~Travelers~~The Los Alamos County Traveler seeking mileage and meal reimbursement which required one-day travel shall complete the Los Alamos County "One-Day Travel Reimbursement";
- d) In addition to completing the applicable travel reimbursement form, evidence to substantiate the travel must be attached to the travel reimbursement form for review and consideration. Supporting documentation can be an agenda, conference brochure, meeting email, or any other document that states the date, time, place, and purpose and shall be used to substantiate calculations of meal allowances. Travel expenses charged to a P-Card ~~should~~shall be attached as supporting documentation and shall be reported in the "~~P-Card~~Other Expense Information" section of the Travel

Reimbursement Form for the ease of the Approving Authority's review of the entire cost of the travel event.

7. To ensure proper accounting and compliance with Los Alamos County policy, the Approving Authority shall adhere to the following guidelines prior to approving an employee expense claim:
 - a) Verify the dates and times of travel and ensure meals provided have been properly deducted from the meal allowance;
 - b) Ensure that the limits described in Appendix A have been adhered to ~~or and are~~ properly justified ~~if necessary as described in high-cost areas, per, and ensure that any discretionary expenses comply with the Discretionary Expenses Policy, or due to Index 0960, and is~~ a valid business purpose expense as allowed in Section IV.GH.1. below;
 - c) Verify all travel expenses that were purchased by a County issued P-Card are allowable expenses;
 - d) If any unallowable expenses are discovered to be purchased by a P-Card, the Approving Authority shall notify the Finance Division immediately in order to seek reimbursement from the ~~traveler~~employee for unallowable charges, and/or to issue an infraction; and
 - e) As appropriate, approve the employee expense claim on a timely basis.
8. Approved ~~employee~~-reimbursement claims shall be due to the Finance Division by no later than close of business the second Thursday of the pay period, unless otherwise announced by payroll, to be included in the employee's paycheck on the following Thursday. The Travelers shall ~~shall~~ submit travel claims within 10 (ten) business days of return from travel, or sooner, to ensure processing deadlines are met. Unforeseen volume or a rejected claim may cause a Traveler's claim to be processed on the following pay period.

E. Travel Reimbursements – Non-Employee

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

FG. Transportation

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

1. Commercial Airlines
Economy fare rates shall be the standard maximum allowable transportation expense. Early check-in fees are allowable at the discretion of the Approving Authority.
2. Rail or Bus
Rail or bus fares shall be based on the actual fare purchased and not to exceed the available economy class airline fare.
3. County Vehicles
Whenever possible and practical, County vehicles shall be used for official travel. County vehicles shall not be used for unofficial or personal business. County vehicles used for out of town travel shall not be parked or left unused for longer than one (1) week when they may be required for other County service. The use of County vehicles is subject to all provisions in the County Vehicle Use Policy, Index No. ~~04350435~~. If County-owned vehicles are used for official County travel, the Traveler is are not eligible to submit a mileage reimbursement.
4. Government-owned Vehicles

If government-owned vehicles are used for official County travel, ~~the Travelers~~ shall not submit a mileage reimbursement request if fuel has been provided for by other means.
5. Private Vehicles
 - a) Reimbursement may be granted for the use of personal vehicles for required business travel inside or outside the County; however, County or government-owned vehicles shall be used whenever possible. The Approving Authority may grant exceptions to this rule. at the discretion of the Approving Authority.
 - b) Carpooling is encouraged to reduce travel costs when more than one person travels to the same destination for the same purpose. When carpooling, only one person shall be reimbursed for mileage.
 - c) Use of a private vehicle to travel to and from a County sponsored training activity conducted within Los Alamos County and considered to be the assigned worksite ~~for the full day~~ is not reimbursable.
 - d) For use of private vehicles used for official business to non-duty sites within Los Alamos County, a "~~Mileage Claim/Misc~~ Form" follow

~~up with AP (add link~~ shall be submitted for reimbursement. The Approving Authority must approve mileage claims in advance. Mileage claims must be submitted for reimbursement on a regular periodic basis ~~in accordance with Section IV., E. 8. above and~~ not to exceed quarterly.

~~6. Rental Cars~~

~~Car rental is an allowable expense for official business and shall be charged to a P-Card. If available, a standard or economy car shall be used. County officials, employees or volunteers are not covered for auto liability, nor for damages to the rental vehicle, by the County's liability insurance. Therefore, any County employee renting a vehicle shall obtain liability and damage insurance through the rental company, as the County's insurance will not cover county employees driving rental vehicles.~~

~~7.6. Taxis & Other Ride-Sharing~~

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

~~7. Rental Cars~~

~~8. Private Airplane~~

~~a) If the use of a private airplane is approved on the travel request, reimbursement shall be at the current rate per mile for a private vehicle plus 60% based on NM Aeronautical Charts published by NMSHTD, Aviation Division for a direct flight to that destination. Certification of actual air mileage is required if the destination is not included on an air map. Only one (1) person shall receive mileage reimbursement. Proof of insurance must be provided to the Approving Authority. Traveler shall conform to the minimum limits for insurance set forth in the State of New Mexico's Mandatory Financial Responsibility Act effective January 1, 1984.~~

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

Car rental may be allowable as a last resort as a method of transportation and only with Department Head pre-authorization.

Car rental for official business along with the purchase of auto liability and damage insurance shall be charged to a P-Card. If approved, the most cost-effective vehicle shall be used. .

b) _____

9-8. Insurance Claims

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

10-9. Alternative Transportation Allowance

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

G-H. Lodging

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

Traveler is responsible for ascertaining the single occupancy rate and ensuring single occupancy charges are reflected.

4. If the special needs of disabled persons cannot be met by hotel rooms within the maximum rates, lodging costs for disabled persons may be allowed at the actual cost of the least costly lodging that is most accessible to their needs.

H.F. Meals

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

I.G. Purchasing Cards (P-Cards)

1. The Los Alamos County Travelers either shall be issued a temporary P-Card prior to intended travel or shall be regular P-Cardholders. P-Cards shall be used to pay for registration fees, lodging, airfare, car rental expenses, and all other allowable travel expenses pursuant to this Policy.

The ~~traveler~~Los Alamos County Traveler must ~~provide the last four digits of the P-Card on the Travel Reimbursement Form and~~ report the actual charges in the "~~P-Card~~Other Expense Information" Section ~~at the bottom of the reimbursement form--/(s).~~

2. At the discretion of the Approving Authority, a P-Card issued to designated departmental staff may be used to book travel-related expenses on behalf of the Ttraveler.~~Designated departmental staff may also process travel reservations on the individual traveler's card once pre-authorization from the Approving Authority has been processed.~~

J.H. **Travel Expenses for Interviewees Non-Employees and Other Recruitment Participants**

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

K.I. **EmergencyMutual Aid Deployment**

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

unallowable expenses as referenced in Section IV., Paragraphs B and C, must still be adhered to.

L.J. Exceptions to These Rules

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

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

M.K. Effective Date

This policy is effective for travel that begins on or after ~~September~~July 1, ~~2021~~2024.

Prepared by: Finance Division – Administrative Services Department

Laurent _____ STEVE LYNNE _____ Anne W.
Date
County Manager

APPENDIX A

The Los Alamos County Travelers shall be conscientious in their use of Los Alamos County funds and to travel and lodge by economical and efficient means.

A. Meal Allowance

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

~~Multiple Day~~

~~In-State Overnight Travel~~

~~For each full consecutive 24-hour travel period where lodging was required, meals shall be reimbursed payable in the form of a meal allowance without receipts in the amount of \$4568.00.~~

~~For return travel for a partial day, following overnight travel where lodging was required, the meal allowance shall be calculated at the rate of \$1.882.83 for each additional hour.~~

~~For meals included in registration or otherwise provided, deduct:~~

Breakfast	\$ 1015.00
Lunch	\$ 1523.00
Dinner	\$ 2030.00
Total	\$ 4568.00

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

Multiple Day

Out-of-State and In-State Overnight Travel

For each full consecutive 24-hour travel period where lodging was required, meals shall be reimbursed payable in the form of a meal allowance without receipts in the amount of \$6090.00.

For return travel for a partial day, following overnight travel where lodging was required, the meal allowance shall be calculated at the rate of \$2.503.75 for each additional hour.

For meals included in registration or otherwise provided, deduct:

Breakfast	\$ <u>4320.00</u>
Lunch	\$ <u>2030.00</u>
Dinner	\$ <u>2740.00</u>
Total	\$ <u>6090.00</u>

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

B. Meal Allowance – One Day Travel

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

One-Day Travel (Both In-State and Out-of-State)

less than 5 hours	None
for 5 or more hours, but less than 12 hours	\$40 1520.00
for 12 or more hours, but less than 18 hours	\$25 3038.00
for 18 or more hours	\$45 4068.00

~~2.~~ For medical transports performed by Fire Department personnel, if an employee is on a transport during a meal period, the employee shall be eligible for a meal reimbursement of ~~\$40~~20.00, regardless of the length of time. This reimbursement shall be paid through Fire petty cash with a Medical Transport Reimbursement form.

C. Mileage

For personal vehicle use, the ~~traveler~~Los Alamos County-Traveler must certify on the respective “Travel Reimbursement” form that they possess current and adequate insurance in accordance with this policy. The ~~traveler~~Los Alamos County-Traveler shall conform to at least the minimum limits of insurance as set forth in the State of New Mexico’s Mandatory Financial Responsibility Act, as may be amended from time to time.

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

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

Mileage shall be calculated using the lesser of:

1. Residence as the point of departure to point of destination; or
2. Los Alamos post of duty, as the point of departure to point of destination, or
3. Mileage shall be zero if a) or b) is less than the County employee’s normal commute distance to work. Normal commute distance is defined as the round-trip distance from employee’s residence to Los Alamos work location.

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

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

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

D. ~~_____~~ **Lodging**

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

1. ~~Not to exceed \$185~~ \$195.00 base rate per night excluding tax ~~except for high cost areas~~ in state lodging.

2. ~~Not to exceed \$250~~ 375 250.00 base rate per night excluding tax, ~~for the following high-cost areas:~~

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

~~Other high-cost areas, including those located outside~~ out of the United States, ~~state lodging.~~

**Higher rates are allowable if approved permitted with written approval by the Approving Authority. Justification for approving a rate that is higher than the established limit must be attached to the Travel Reimbursement Request.

Every two (2) years, beginning on or before December 31, 2026, the County's Finance Office will review U.S. inflationary data for the lodging and restaurant industry, and may recommend to the County Manager adjustments to the lodging and meal allowance rates. Example of source data may be derived from the US Bureau of Labor Statistics or other Consumer Price Indicator reports.



INCORPORATED COUNTY OF LOS ALAMOS ADMINISTRATIVE PROCEDURE GUIDELINE

Index No. 910
Approved by Council on June 25, 2024

Revised - Effective: July 1, 2024

TRAVEL POLICY

I. Purpose

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

II. Policy

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

The guiding principles of this policy are:

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

The Los Alamos County Traveler is expected to be conscientious in their use of Los Alamos County funds and to travel by economical and efficient means.

III. Responsibility

A. Traveler

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

B. Approving Authority

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

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

Requests for travel shall be approved at the following levels:

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

IV. Procedure/Administration

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

A. Travel Pre-authorization and Arrangements

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

B. Allowable Travel Expenses

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

1. Shuttle, bus, subway, taxi, airfare and peer-to-peer or ride-sharing (i.e. Uber, Lyft, etc.) fares only if business-related;
2. Non-meal Gratuities: Normal, reasonable gratuity amounts (e.g., for taxi or baggage handlers). Gratuities shall not be reimbursed for restaurant meals; they are included in the existing daily meal allowance rates;
3. Business-related tolls and parking fees;
4. Rental cars and auto liability and damage insurance if pre-authorized, necessary, cost effective, and taxi service or shuttle services are not available or not practical;
5. Registration fees;
6. Books, manuals, and other materials directly related to approved training events;
7. Hotel or motel lodging;
8. Air freight;
9. Currency conversion fees;
10. Overnight delivery postage;
11. Internet connectivity charge;
12. Baggage fees;

13. Any other reasonable costs directly associated with conducting County business while on travel.

C. Unallowable Travel Expenses

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

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

D. Travel Reimbursements – Employee Expense Claims

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

6. The Traveler seeking mileage and meal allowance payment shall complete the following forms, available at <https://lacnm.sharepoint.com/sites/Finance/Travel/Forms/AllItems.aspx>.
 - a) For travel which required overnight lodging within the state, complete the Los Alamos County “In-State Travel Reimbursement” form;
 - b) For travel which required overnight lodging outside of the state, complete the Los Alamos County “Out-of-State Travel Reimbursement” form;
 - c) The Traveler seeking mileage and meal reimbursement which required one-day travel shall complete the Los Alamos County “One-Day Travel Reimbursement” form;
 - d) In addition to completing the applicable travel reimbursement form, evidence to substantiate the travel must be attached to the travel reimbursement form for review and consideration. Supporting documentation can be an agenda, conference brochure, meeting email, or any other document that states the date, time, place, and purpose and shall be used to substantiate calculations of meal allowances. Travel expenses charged to a P Card shall be attached as supporting documentation and shall be reported in the “Other Expense Information” section of the travel reimbursement forms for the ease of the Approving Authority’s review of the entire cost of the travel event.

7. To ensure proper accounting and compliance with Los Alamos County policy, the Approving Authority shall adhere to the following guidelines prior to approving an employee expense claim:
 - a) Verify the dates and times of travel and ensure meals provided have been properly deducted from the meal allowance;
 - b) Ensure that the limits described in Appendix A have been adhered to and are properly justified, and ensure that any discretionary expenses comply with the Discretionary Expenses Policy, Index 0960, and is a valid business expense as allowed in Section IV.H.1. below;
 - c) Verify all travel expenses that were purchased by a County issued P Card are allowable expenses;
 - d) If any unallowable expenses are discovered to be purchased by a P Card, the Approving Authority shall notify the Finance Division

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

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

- 8. Approved reimbursement claims shall be due to the Finance Division no later than close of business the second Thursday of the pay period, unless otherwise announced by payroll, to be included in the employee's paycheck on the following Thursday. The Traveler shall submit travel claims within 10 (ten) business days of return from travel, or sooner, to ensure processing deadlines are met. Unforeseen volume or a rejected claim may cause a Traveler's claim to be processed on the following pay period.

E. Travel Reimbursements – Non-Employee

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

F. Transportation

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

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

If government-owned vehicles are used for official County travel, the Traveler shall not submit a mileage reimbursement request if fuel has been provided for by other means.

5. Private Vehicles

- a) Reimbursement may be granted for the use of personal vehicles for required business travel inside or outside the County; however, County or government-owned vehicles shall be used whenever possible. The Approving Authority may grant exceptions to this rule, at the discretion of the Approving Authority.
- b) Carpooling is encouraged to reduce travel costs when more than one person travels to the same destination for the same purpose. When carpooling, only one person shall be reimbursed for mileage.
- c) Use of a private vehicle to travel to and from a County sponsored training activity conducted within Los Alamos County and considered to be the assigned worksite is not reimbursable.
- d) For use of private vehicles used for official business to non-duty sites within Los Alamos County, a "Mileage Form" shall be submitted for reimbursement. The Approving Authority must approve mileage claims in advance. Mileage claims must be submitted for reimbursement on a regular periodic basis in accordance with Section IV.D.8 and not to exceed quarterly.

6. Taxis & Ride-Sharing

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

7. Rental Cars

Car rental may be allowable as a last resort as a method of transportation and only with Department Head pre-authorization.

Car rental for official business along with the purchase of auto liability and damage insurance shall be charged to a P Card. If approved, the most cost-effective vehicle shall be used.

8. Insurance Claims

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

9. **Alternative Transportation Allowance**
Sometimes the Traveler may prefer to use their personal vehicle for out-of-state travel instead of traveling by airline. In this instance, the County may reimburse the Traveler an amount not to exceed what would otherwise have been the cost of airfare, provided airfare estimates are obtained from the lowest fare airline, at economy class. A comparative analysis with supporting documentation shall accompany the travel reimbursement.

G. Lodging

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

H. Meals

1. Meals included in the registration fee and provided by the conference, workshop, event, or paid by the County by any other means shall not be reimbursed to the Traveler. If any meals are provided or paid for as provided in the Discretionary Expenses Policy, no reimbursement shall be made. Continental breakfasts or snacks provided by the conference, workshop, etc. shall not be considered a meal for this purpose. If the Traveler has a dietary restriction, which prevents the employee from eating a meal, provided by the conference, workshop, or event, the employee may claim the meal allowance and indicate it was due to the dietary restriction.

2. Meals shall not be reimbursed during attendance at a County paid or sponsored training event held in Los Alamos County and during normally scheduled working hours. However, the County may provide meals as part of the training.
3. Training facility programs include the National FBI Academy, the National Fire Academy, the State Police Academy, the State Fire Training Facility, or other specialized training facilities or programs. In cases where it is impractical to submit an expense claim for a meal allowance, the Approving Authority may request pre-approval from Finance to allow the employee assigned to attend a training facility program to use a P-Card to purchase meals in lieu of claiming a reimbursement for a meal allowance. Such requests must identify the timeframe, meals that will be provided by the facility that shall not be reimbursed, and a business justification prior to approval. The same daily meal allowance limits in Appendix A will apply if approval is granted.

I. Purchasing Cards (P Cards)

1. The Traveler either shall be issued a temporary P Card prior to intended travel or shall be regular P Cardholders. P Cards shall be used to pay for registration fees, lodging, airfare, car rental expenses, and all other allowable travel expenses pursuant to this Policy. The Traveler must report the actual charges in the "Other Expense Information" Section of the reimbursement form(s).
2. At the discretion of the Approving Authority, a P Card issued to designated departmental staff may be used to book travel-related expenses on behalf of the Traveler.

J. Travel Expenses for Non-Employees and Other Recruitment Participants

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

3. As part of the qualification for reimbursement, the non-employee Traveler must present a written reimbursement request responding to an assignment approved in advance by the Human Resources Division.

K. Mutual Aid Deployment

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

L. Exceptions to These Rules

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

M. Effective Date

This policy is effective for travel that begins on or after July 1, 2024.

Prepared by: Finance Division – Administrative Services Department

Anne W. Laurent
County Manager

Date

APPENDIX A

The Traveler shall be conscientious in their use of Los Alamos County funds and to travel and lodge by economical and efficient means.

A. Meal Allowance – Out-of-State and In-State Overnight Travel

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

Multiple Day

For each full consecutive 24-hour travel period where lodging was required, meals shall be payable in the form of a meal allowance without receipts in the amount of \$90.00.

For return travel for a partial day, following overnight travel where lodging was required, the meal allowance shall be calculated at the rate of \$3.75 for each additional hour.

For meals included in registration or otherwise provided, deduct:

Breakfast	\$ 20.00
Lunch	\$ 30.00
<u>Dinner</u>	<u>\$ 40.00</u>
Total	\$ 90.00

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

B. Meal Allowance – One Day Travel

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

One-Day Travel (Both In-State and Out-of-State)

less than 5 hours	None
for 5 or more hours, but less than 12 hours	\$20.00
for 12 or more hours, but less than 18 hours	\$30.00
for 18 or more hours	\$40.00

For medical transports performed by Fire Department personnel, if an employee is on a transport during a meal period, the employee shall be eligible for a meal reimbursement

of \$20.00, regardless of the length of time. This reimbursement shall be paid through Fire petty cash with a Medical Transport Reimbursement form.

C. Mileage

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

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

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

Mileage shall be calculated using the lesser of:

1. Residence as the point of departure to point of destination; or
2. Los Alamos post of duty, as the point of departure to point of destination, or
3. Mileage shall be zero if 1) or 2) above is less than the County employee's normal commute distance to work. Normal commute distance is defined as the round-trip distance from employee's residence to Los Alamos work location.

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

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

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

D. Lodging

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

Not to exceed \$250.00 base rate per night excluding tax.

Higher rates are permitted with written approval by the Approving Authority. Justification for approving a rate that is higher than the established limit must be attached to the Travel Reimbursement Request.

Every two (2) years, beginning on or before December 31, 2026, the County's Finance Office will review U.S. inflationary data for the lodging and restaurant industry, and may recommend to the County Manager adjustments to the lodging and meal allowance rates. Example of source data may be derived from the US Bureau of Labor Statistics or other Consumer Price Indicator reports.



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.: G.

Index (Council Goals): Quality Excellence - Employee Recruitment and Retention; Quality of Life - Public Safety

Presenters: Anne Laurent, County Manager and Linda Matteson, Deputy County Manager

Legislative File: 18880-24

Title

Approval of the Collective Bargaining Agreement Between the Incorporated County of Los Alamos and the International Union of Police Associations (IUPA), AFL-CIO, Local No. 14

Recommended Action

I move that the Council approve the Collective Bargaining Agreement between the Incorporated County of Los Alamos and The International Union of Police Associations (IUPA), AFL-CIO, Local No. 14 and direct the County Manager to execute the Agreement on behalf of the County.

County Manager's Recommendation

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

Body

Los Alamos County and the International Union of Police Associations (IUPA), AFL-CIO, Local No. 14 entered into negotiations on April 1, 2024, and through a series of mutually agreed upon meetings, came to a tentative agreement on June 3, 2024. Attachment A shows the proposed collective bargaining agreement (CBA). The highlights of the CBA include:

1. Term of July 1, 2024 to June 30, 2028.
2. The Bargaining Unit Employees will have a step adjustment effective the first full pay period following ratification and signature of agreement and through FY2028 as follows:
 - 2A. Step Adjustments (Exhibit A in CBA)
 - a. Officer beginning step will be adjusted to FY24 step 5, or roughly 4% and collapsed to a maximum of 10 steps.
 - b. Corporal beginning step will be adjusted to FY24 step 5, or roughly 4%.
 - c. Sergeant beginning step will be adjusted to FY24 step 4, or roughly 3%.
3. Bargaining Unit Employees may earn salary increases of 1%, 2%, or 3% for "Meets Expectations", "Exceeds Expectations", or "Far Exceeds Expectations", respectively, on their performance appraisal evaluation.
4. Uniform allowance of \$500 annually for purchase footwear, shirt, holsters, pants, gloves, outer vest carrier with accessories, jacket, hats or beanies, knives, duty belts, under belts, rain gear, business suits or business attire.
5. Description of grievance process.

6. Salary structure increases of 2% in FY2026, FY2027, and FY2028

The IUPA members of Local No. 14 ratified the CBA on June 17, 2024.

Alternatives

The alternative is to not approve the negotiated Agreement and direct the County to return to the negotiations table.

This proposed CBA is the result of good-faith negotiations between the County and IUPA. Although the parties could continue to negotiate different terms, the staff believes that approval of this contract is in the parties' best interests.

Fiscal and Staff Impact/Unplanned Item

The fiscal impact of this agreement is approximately \$132,000/year which will be recurring in FY26, and an additional 1-5% increase based on agreed upon Merit and Structure Increases in FY26, FY27, and FY28. A budget revision may be necessary and will be brought to Council since the funding is not part of the FY25 adopted budget, after carryover budget savings are analyzed.

Attachments

A - IUPA CBA - Final

AGREEMENT BETWEEN

THE INCORPORATED COUNTY OF

L  **S** **A** **L** **A** **M**  **S**

and

The International Union of Police Associations

(IUPA),

AFL-CIO, Local No. 14



Effective

JULY 1, 2024 – JUNE 30, 2028

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Article 1 PREAMBLE

This Collective Bargaining Agreement (hereinafter the “Agreement”) is entered between the Incorporated County of Los Alamos (hereinafter called the “County” or “Employer”) and the International Union of Police Associations, AFL-CIO, Local 14 (hereinafter called the “Union”). This is the only Agreement between the parties.

Article 2 RECOGNITION

The County of Los Alamos recognizes the International Police Associations, AFL-CIO, Local 14 (“Union”) as the exclusive representative of all regular non- probationary Police Officers, Police Corporals, and Police Sergeants (“Bargaining Unit Employees”) eligible for collective bargaining. The exclusive representative shall represent the interests of all Bargaining Unit Employees without discrimination or regard to membership or non-membership in the Union.

Article 3 SEVERABILITY

If any provision of this Agreement is determined by final order of a court with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect.

Article 4 STRIKES/LOCK-OUTS

Bargaining Unit Employee(s) or the Union shall not engage in a strike or slow down. The Union shall not cause, instigate, encourage, or support a strike or slow down. The County shall not cause, instigate, or engage in a Bargaining Unit Employee lockout. Bargaining Unit Employees

will not be required to act primarily as strike breakers. Nothing in this Article shall be construed to prohibit Bargaining Unit Employees from being directed to perform duties to maintain public safety.

Article 5 AGREEMENT CONTROL

The County Personnel Rules and Regulations and the Police Department Policies and Procedures Manual(s), which currently include the Police Department Policies and Procedures Manual, Standards of Conduct Manual, Emergency Operations Manual, Uniform Manual, Shift Standardization Policy, Evidence Manual, and Unusual Occurrences Manual, and as may be amended from time to time, will apply to all Bargaining Unit Employees unless they conflict with the provisions of this Agreement. If a conflict exists, this Agreement will govern. By mutual written agreement, the Parties (County Council or designee and the Union President) may modify this Agreement.

If the County proposes a new rule or a change in an existing Personnel Rule or to the Police Department Policies and Procedures Manual(s), as defined above, which affect Bargaining Unit Employees, the County will provide to the Union notice of a proposed change(s) prior to the implementation of the changes and allow the Union at least twelve (12) calendar days to provide written input.

Article 6 NON-DISCRIMINATION

The parties agree to the extent allowed by law that neither the Union's nor the County's respective policies or activities shall discriminate against any Bargaining Unit Employee based upon sex, marital status, race, color, creed, national origin, age, religion, disability, political

affiliation, veteran status, sexual orientation or Union or non-Union affiliation. The parties further agree that the grievance procedure contained in this Agreement shall be the exclusive remedy for a Bargaining Unit Employee to pursue a complaint regarding the matters covered by this Article or other provisions of the Agreement. This language constitutes a clear and unmistakable waiver of any right the Union or Bargaining Unit Employees have or may have to seek alternative remedies to the extent allowed by law.

Article 7 MANAGEMENT RIGHTS

Unless limited by the provision of this Agreement, Management's rights shall include:

- A. To direct and supervise all operations, functions, and the work of the Bargaining Unit Employees;
- B. To hire, lay off, promote, demote, assign, reassign, transfer, discipline, discharge or terminate Bargaining Unit Employees;
- C. To determine what, by whom and when services will be provided to the citizens;
- D. To determine staffing requirements, create and abolish positions, or to eliminate or reorganize work units;
- E. To determine the need for and the qualifications of Bargaining Unit Employees, and to determine the qualifications for and the qualifications of Bargaining Unit Employees considered for transfer and promotion;
- F. To take actions as necessary to carry out the mission of the employer in emergencies;
- G. The County retains all rights not specifically limited by this Agreement;
- H. Management's rights shall not be subjugated or in any way diminished by any

expressed or implied duty to bargain. This provision shall not be interpreted to prohibit or require bargaining on these subjects in negotiations for a successor agreement; and,

I. Retained management rights shall not be subject to the grievance procedure contained in this Agreement.

Article 8 EMPLOYEE RIGHTS

Bargaining Unit Employees have the right to form, join or assist the Union. Bargaining Unit Employees also have the right not to form, join or assist the Union. No Bargaining Unit Employee shall be coerced, threatened, or pressured into joining or not joining the Union.

The Parties agree that all Bargaining Unit Employees are entitled to all the rights and privileges delineated in this Agreement. There shall be no rights either expressed or implied beyond the specific terms of this Agreement, and the Union shall be the exclusive representative for the representation of those rights.

Article 9 UNION RIGHTS

The parties agree that the Union has the right to represent the interests of Bargaining Unit Employees so long as doing so is in accordance with the County Labor Management Relations Ordinance. In exercising these rights, the following provisions shall apply:

A. Space for a bulletin board, to be furnished by the County, where the Union may post its announcements will be made available. Nothing inflammatory or derogatory toward County or department management shall be contained in the material that is posted. Violation of this provision may result in the loss of this privilege.

B. The Union agrees to provide the Police Chief with the names and position of the

authorized representatives on July 1st of each year the Agreement is in effect and at each time a change in union representation occurs. Only those individuals that have been identified in writing, by the Union President, to the Police Chief, as Union representatives shall be recognized. These individuals shall not carry out Union business on County paid time except for *de minimus* correspondence with Employer.

C. The Union or its representatives shall not interrupt or interfere with the normal conduct of County business. Solicitation of Union membership during County paid time is prohibited. Meetings for conducting organization business and/or recruiting of Bargaining Unit Employees shall be confined to those pre-approved areas where County business is not being conducted.

D. Any investigation, processing or presenting of any grievance, whether by a Union Steward, Union Official or other Bargaining Unit Employee will not be performed on County paid time unless otherwise provided in this Agreement.

E. Union President may request to schedule meetings with Management to discuss any matters pertaining to the Agreement. Such meetings shall be scheduled at a time and place, which shall not interfere with the delivery of quality services to the citizens.

F. The County will provide one (1) copy of the Agreement to the police station and one (1) copy of the Agreement to each of the Union Officers. This provision shall require no more than ten (10) copies.

G. Mailboxes at Department if in existence, may be used for the dissemination of Union literature or correspondence so long as it is not inflammatory or derogatory toward County or department management. Bargaining Unit Employees are required to ensure their mailboxes are checked every shift and remain clean and tidy.

H. The Union President shall be placed on the call out roster for notification purposes only, regarding any Bargaining Unit Employee involved shooting, in custody death, traffic crash involving serious injury or death, or use of force event by the Bargaining Unit Employee that results in an injury that requires more than basic first aid. The Union President shall not be on County paid time while exercising rights in accordance with this paragraph. The Union shall not interfere in any way in the investigation, and the Union President, shall not be unreasonably restrained from representing a Bargaining Unit Employee, upon the Bargaining Unit Employee's request, at the scene.

I. This article sets forth all the rights and privileges of the Union and there shall be no implied rights beyond the specific terms of this Agreement.

Article 10 DUES DEDUCTION

The County shall collect and forward dues deductions for Union membership from Bargaining Unit Employees who submit a written authorization form provided by the Union for this purpose. Such dues deductions shall be one (1) amount for all Union members and shall not include any penalties, assessments, or arrears payments. Bargaining Unit Employees who desire to have dues deducted may do so by submitting appropriate written notice that is signed and dated to Human Resources. Bargaining Unit Employees who desire to have dues cancelled may do so, only once per year, by submitting appropriate written notice that is signed and dated to Human Resources within the first full pay period in April. Such dues will be forwarded to IUPA, 1549 Ringling Blvd, 6th Floor, Sarasota, FL, 34236. The parties agree the County assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding lists and deductions to the Union. The Union, its membership, and individual members

of the bargaining unit agree to indemnify and hold the County safe and harmless of any legal action concerning the deduction of the union dues or failure to deduct Union dues.

Article 11 LABOR MANAGEMENT COMMITTEE (LMC)

A. The Labor Management Committee (LMC) is a meeting group solely for the purposes of this Agreement and shall not be deemed a board, commission or committee of the County under the County Charter, County Code nor for purposes of the Open Meetings Act. The purpose of the Labor Management Committee is not to alter this Agreement but to provide for clarification and implementation of this Agreement. Meetings held are for discussing and evaluating work related issues to enhance the work environment.

B. The LMC shall meet upon a mutually agreed upon time and place. If Union LMC members are on duty, they may participate in the committee meetings on County paid status so long as attendance does not interfere with operational needs as determined by the Police Chief or designee. The LMC meeting may be cancelled or suspended based upon operational needs. The parties agree there shall be no overtime or additional time paid for serving on this committee. The LMC shall be chaired alternately by the County and the Union.

C. Agendas shall be exchanged between both parties at least eight (8) days prior to the meeting. This will enable each party to examine and research the subject prior to meeting. If no items are timely placed on the agenda, the meeting may be cancelled.

D. The Union and the Employer shall each appoint four (4) members unless mutually agreed to the contrary.

E. The LMC shall be free to address any topic of mutual interest or concern that affects working conditions of Employees to include issues of health and safety.

F. Neither the discussions, nor the outcome thereof shall be considered or treated as

constituting a binding agreement.

G. The LMC is not empowered to negotiate or resolve any changes in the collective bargaining agreement or formal grievances, but if an agreement can be reached on an issue of mutual interest or concern, the LMC shall give the information to the County and the Union, and if both agree, a Memorandum of Understanding may be implemented.

H. The length of the meetings shall be mutually agreed upon by both parties but shall not exceed two (2) hours.

Article 12 DISCIPLINE

A. The County and the Police Department have the exclusive right to investigate and discipline Bargaining Unit Employees for cause.

B. Discipline shall be administered in accordance with the County's Personnel Rules and Regulations and the following provisions:

1. Discipline shall be fairly and equally applied.
2. A Bargaining Unit Employee shall be afforded all rights and privileges, if any, in accordance with the New Mexico Peace Officer's Employer-Employee Relations Act, if applicable.
3. A Bargaining Unit Employee may be placed on administrative leave of absence with pay, if appropriate, during an investigation involving that Bargaining Unit Employee.
4. If an investigation could result in disciplinary action in the form of a written reprimand, suspension without pay, demotion or termination, the Bargaining Unit Employee may request one (1) Union representative to be present for the pre-disciplinary investigation or investigatory interview. Such a pre-disciplinary investigation or investigatory interview shall

allow for a reasonable time for the representative to be present, at a time that does not compromise operations.

5. During a Bargaining Unit Employee investigation, no documentation related to the matter will be placed in the Bargaining Unit Employee's official personnel file until the investigation is completed.

6. If disciplinary actions are taken against a Bargaining Unit Employee because of an investigation, such actions shall be taken within a reasonable time from the completion of the investigation. The Bargaining Unit Employee shall be provided the opportunity to respond to disciplinary actions prior to the imposition of any suspension without pay, demotion or termination. The Bargaining Unit Employee may be accompanied by a representative of his/her choosing when responding to any suspension without pay, demotion or termination. Any other discipline imposed shall not require adherence to this procedure.

7. Following the Bargaining Unit Employee's response to any suspension without pay, demotion or termination, the County shall issue a final determination within a reasonable period.

8. Discipline, to be effective, should be designed to correct and improve a Bargaining Unit Employee's performance and/or behavior. When discipline is to be imposed, progressive discipline shall be considered. The action to be taken depends on the seriousness of the incident and the whole pattern of the Bargaining Unit Employee's past performance, length of service, and previous conduct. Because of the serious nature of some infractions, the first disciplinary action may skip some steps of the disciplinary process and result in termination. The level of discipline to be imposed shall be an exclusive determination of the County.

9. Written reprimands older than three (3) years shall not be considered for progressive discipline determination unless the Bargaining Unit Employee's conduct demonstrates similar conduct of previous incidents.

Article 13 PERSONNEL FILE

Bargaining Unit Employee's personnel files will be administered in accordance with the County's Personnel Rules and Regulations and the following provisions:

A. The County shall maintain an official personnel file for each Bargaining Unit Employee. The file will be maintained in the County Human Resources Division.

B. A Bargaining Unit Employee shall be permitted to review material contained in their official personnel file. A Bargaining Unit Employee wishing to review their official personnel file may be required to provide at least twenty-four (24) hour notice to review during the County's normal business hours. A designated representative of the County Human Resources Division shall be present during the file review. The Bargaining Unit Employee shall sign and date a form maintained in the official personnel file.

C. The County will honor the Bargaining Unit Employee's request for a copy of a document in the official personnel file. The Bargaining Unit Employee may be required to pay for the cost of the copies.

D. No document containing comments adverse to a Bargaining Unit Employee shall be entered into the Bargaining Unit Employee's official personnel file unless the Bargaining Unit Employee has signed acknowledging receipt of the document. When a Bargaining Unit Employee refuses to sign a document containing comments adverse to the Bargaining Unit Employee, the document may be entered into the Bargaining Unit Employee's official personnel file if:

1. The Bargaining Unit Employee's refusal to sign is noted on the document by the Chief of Police or designee; and

2. the notation regarding the Bargaining Unit Employee's refusal to sign the document is witnessed by a third party.

E. A Bargaining Unit Employee shall be entitled to provide a written response to any adverse material contained in the Bargaining Unit Employee's official personnel file. The response shall be filed with the County within thirty (30) days after the document was entered into the Bargaining Unit Employee's official personnel file. A Bargaining Unit Employee's written response shall be attached to the document.

F. The Department may maintain a separate working file for each Bargaining Unit Employee. Such file is not considered the official personnel file.

Article 14 GRIEVANCE PROCEDURES

A. Purpose

The purpose of this grievance procedure shall be to secure resolution at the lowest possible level of alleged violations which may arise under this Agreement. There shall be no other grievance or appeal procedure for the Union or Bargaining Unit Employees other than the procedures contained in this Article.

B. Definitions

1. "Grievance" means a formal complaint concerning an alleged violation of a specific provision(s) of this Agreement where a Bargaining Unit Employee has alleged harm, or the Bargaining Unit Employee has received a written reprimand, suspension without pay,

demotion or termination based upon this Agreement.

2. “Grievant” means a Bargaining Unit Employee, group of Bargaining Unit Employees, or the Union.

3. “Days” means Monday through Friday, not including holidays observed by the County. When this Article states a specific number of days in which some action must or may be taken after a given event, the day of the given event is not counted in computing the time, and the last day of the period is deemed to end at 5 p.m. on that day. In the event the last day of the period falls on a weekend or holiday observed by the County, the time limit shall include the next business day.

C. Procedures

1. Grievance proceedings shall be kept informal at all levels of these procedures. The grievant shall attempt to resolve any problem at the lowest level with the appropriate Commander before filing a grievance under the procedures established in this Article.

2. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.

3. If the County fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered denied on the last day of the period and the grievant may move the grievance to the next level as set forth in this Article.

4. If the grievant fails to comply with the grievant’s time-period requirements as set forth under any of the procedure levels, the grievance shall be considered abandoned, null and void.

5. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties in writing. If the Bargaining Unit Employee has pre-

approved annual leave, compensatory time leave and/or a shift trade during the initial ten (10) day requirement, the Union shall immediately notify the County of such circumstance and the timeline shall be extended up to five (5) additional days.

6. A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) days after the grievant knew, or reasonably should have known of the action, which precipitated the grievance. Only in cases of an appeal of a final determination of disciplinary action, the Employee must initiate the appeal within five (5) days of the notification of the final determination of disciplinary action. The Bargaining Unit Employee's disciplinary appeal shall commence with the step in the grievance procedure outlined in paragraph (D) Step 2 below.

D. Steps

Step 1.

The grievant shall submit the grievance to the Deputy Chief in writing. To be considered, the grievance must be timely filed and shall set forth: a) the Bargaining Unit Employee's name and position; b) name, email address, and telephone number of the union official or union representative, if any; c) the Article of this Agreement alleged to have been violated; d) a description of the alleged violation; e) the relief requested; and f) the signature of the grievant or the union official or representative.

A grievance shall be considered filed upon receipt by the Deputy Chief or designee. The Union or Bargaining Unit Employee and Deputy Chief shall meet to attempt to resolve the grievance not more than five (5) days from the filing of the grievance. The Deputy Chief has five (5) days after the meeting to attempt to resolve the grievance. If the grievance is not resolved, the grievant may submit the grievance to Step 2 within five (5) days of the Deputy Chief's response.

The grievance may be moved to Step 2 if it is submitted in writing to the Police Chief or designee. Such grievance must be filed with the Police Chief or designee within five (5) days from the date of the Deputy Chief's response.

Step 2.

To be considered at Step 2, the grievance must be timely submitted to the Police Chief or designee and shall set forth: a) the Bargaining Unit Employee's name and position; b) name, email address, and telephone number of the union official or union representative, if any; c) the Article of this Agreement alleged to have been violated; d) a description of the alleged violation; e) the relief requested; and f) the signature of the grievant or the union official or representative.

The Union or Bargaining Unit Employee and Police Chief shall meet to attempt to resolve the grievance not more than five (5) days from the filing of the grievance of Step 2. The Police Chief or designee shall respond to the written grievance or appeal of a final determination not more than five (5) days after the meeting of the Step 2 grievance. If the grievance or appeal of a final determination is not resolved, the grievant may submit the grievance or appeal to Step 3 within five (5) days of the Police Chief or designee's written response. The grievance or appeal of a final determination may be moved to Step 3 if it is submitted in writing to the County Manager or designee. Such grievance must be filed with the County manager or designee within five (5) days from the date of the Step 3 Police Chief or designee's written response.

Step 3.

To be considered at Step 3, the grievance must be timely submitted and shall set forth: a) the Bargaining Unit Employee's name and position; b) name, email address, and telephone number of the union official or union representative, if any; c) the Article of this Agreement alleged to have been violated; d) a description of the alleged violation; e) the relief requested; and f) the

signature of the grievant or the union official or representative.

No later than ten (10) days following the receipt of the written grievance or appeal of a final determination, the County Manager or designee, shall schedule a meeting with the grievant and Police Chief or designee in an attempt to resolve the grievance or appeal of a final determination. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness/documents) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party. The County Manager, or designee, will have ten (10) days from the date of the meeting to respond to the grievance.

If the grievance or appeal of a final determination is not resolved by the County Manager or designee, the Union may submit the grievance or appeal of a final determination to arbitration within ten (10) days of the County Manager's or designee's response. Grievances involving written reprimands are not subject to the grievance arbitration process described below in Paragraph E or the Disciplinary Appeal process described below in paragraph F. However, this is not intended to exclude the use of prior written reprimand as evidence in the arbitration hearing.

E. Grievance Arbitration (not Disciplinary Appeals)

1. The Union may invoke arbitration by serving a written demand for arbitration upon the County within ten (10) days of the County Manager or designee's response. Within seven (7) days of the written demand for arbitration, the Union shall make a request for a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service ("FMCS") and shall provide a copy of the request immediately thereafter to the County Manager. Within seven (7) days of the receipt of a list of arbitrators by both parties, the parties will select the Arbitrator. The Union shall strike the first name from the list. The parties shall alternatively strike names

thereafter and the last remaining name shall be the Arbitrator selected.

2. The decision of the arbitrator shall be based upon the facts established by the testimony and documents entered into evidence in the case.

3. The Arbitrator's decision shall be in writing and shall include the decision, the rationale and, if appropriate, relief. The Arbitrator shall not have the authority to expand, or add to, subtract from, alter or modify any of the terms of this Agreement. The Arbitrator shall not have authority to make an award which includes a fine or punitive damages or award of attorney's fees. The Arbitrator's decision shall not require the re-appropriation of funds.

4. The Arbitrator's fees and costs shall be shared equally by the parties. The party canceling an Arbitration will pay in full any cancellation charges/fees absent any agreement. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

5. The parties request the arbitrator provide a decision within sixty (60) calendar days of the date the Arbitration hearing is concluded.

6. The Arbitrator's decision shall be final and binding on the parties. Subject only to judicial review in accordance with New Mexico law.

F. Miscellaneous

1. Tape recorders or other audio or video recording devices may be used by any party. The party choosing to use a recording device shall provide notice to the other party of such use prior to recording. Court reporters are permitted in arbitration but not required. If a court reporter is utilized, the cost will be split by the parties. If a party requests a copy of the transcript, the requesting party will pay for the transcript.

2. A grievant and the party charged may be accompanied and represented by

the counsel at any hearing or meeting conducted under this procedure.

3. Any investigation, processing, preparing, or presenting (aside from delivering the grievance document to the appropriate County Bargaining Unit Employee outlined above) of any grievance, whether by a Union Steward, Union Official or other Bargaining Unit Employee will not be performed on County paid time. This paragraph should not be construed to prohibit the Union President or designee from requesting to meet with Management to discuss and resolve a grievance or potential grievance. Such meetings shall be scheduled at a time and place, which will not interfere with the delivery of quality services to the citizens.

4. The issue of non-grievability may be raised at any step of the grievance procedure.

5. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of a grievance or appeal.

6. Allegations regarding a Bargaining Unit Employee(s) or Union's refusal or failure to comply with the Agreement shall be considered a Prohibited Practice and the parties agree the County has the right to file a Prohibited Practice Complaint with the State Personnel Board.

G. Disciplinary Appeal (not Grievance Arbitration)

1. In accordance with the County's Personnel Rules and regulations, a Bargaining Unit Employee who has been terminated, demoted or suspended without pay has the right to an appeal. The Bargaining Unit Employee shall make an irrevocable election to have the appeal decided by the County's Personnel Board, or with agreement of the Union to have the appeal decided by an Arbitrator, but not both.

2. Notice of appeal must be filed with the Human Manager no later than ten

(10) days after receipt of Notice of Final Determination. The notice of appeal must:

- a) be in writing;
- b) set forth the reason(s) why the disciplinary action is thought to be improper; and
- c) indicate whether the Bargaining Unit Employee is choosing to have the County's Personnel Board or an Arbitrator decide the appeal.

3. If the Bargaining Unit Employee chooses to have the County's Personnel Board decide the appeal, the appeal hearing will proceed in accordance with Section 608.2 of the County's Personnel Rules and Regulations.

4. If the Bargaining Unit Employee chooses to have an Arbitrator decide the appeal, the following shall apply to the appeal hearing:

- a) Within seven (7) days of the receipt of notice of appeal indicating the irrevocable election to have the appeal decided by an Arbitrator, the Human Resources Manager shall notify the Bargaining Unit Employee, the Union, and the County of receipt.

- b) Within seven (7) days of the receipt of notice from the Human Resources Manager, the Union shall make a request for a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service ("FMCS") with a copy to the Human Resources Manager. Within seven (7) days of the receipt of a list of Arbitrators by both parties, the parties will select the Arbitrator. The Union shall make the first strike of an arbitrator from the list of Arbitrators. The County shall make the second strike of an Arbitrator from the list of Arbitrators. The parties shall alternatively strike names thereafter and the last remaining name shall be the Arbitrator selected.

c) The hearings on appeals from disciplinary action concerning personnel matters shall be closed to the public unless otherwise requested in writing by the employee to the Human Resources Manager at least three (3) days before the hearing.

d) The Bargaining Unit Employee and the County have the right to present witnesses and give evidence before the Arbitrator. The Human Resources Manager must be given the list of witnesses from both parties at least five (5) days before the hearing, a copy of which shall be provided to both parties and the Arbitrator. Required prior notice of the hearing and the time for submission of a witness list may be modified by the Arbitrator as necessary to assure that the hearing is timely held.

e) The appeal hearing before the Arbitrator is intended solely for the purpose of receiving evidence to refute or to substantiate specific charges which the Arbitrator has been requested to review. The Arbitrator shall admit evidence only relevant to those allegations against the Bargaining Unit Employee included in both the notice of proposed action and the notice of final action.

f) The Arbitrator shall first determine if there is cause for the disciplinary action. The disciplinary action taken shall be affirmed unless the Arbitrator finds that there was not sufficient cause for the disciplinary action, in which event the disciplinary action taken shall be overturned. If cause is found, the Arbitrator shall uphold or impose a lesser disciplinary action based upon the finding of mitigating circumstances.

g) The Arbitrator's decision shall be in writing and shall include the decision, the rationale and, if appropriate, relief. The Arbitrator shall not have the authority to make an award that includes a fine or other punitive damages or award of attorneys' fees.

h) The Arbitrator's final action shall be recorded within thirty (30) days of the decision at the Clerk's Office and with the County Manager, a copy of which shall be immediately furnished to the Bargaining Unit Employee and the County.

i) The Arbitrator's fees and costs shall be shared equally by the parties. The party canceling an Arbitration will pay in full any cancellation charges/fees absent any agreement. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

j) The Arbitrator's decision shall be final and binding on the parties, subject only to judicial review in accordance with New Mexico law.

5. There shall be no other disciplinary appeal procedure under this Article for Bargaining Unit Employees other than the procedures contained in Paragraph G.

Article 15 WORK HOURS, DAYS, ASSIGNMENTS AND SHIFTS

A. Developing the work schedule for Bargaining Unit Employees is the sole responsibility of the County. The Union acknowledges that the County may make changes to workdays, work assignments and shift assignments, which may include changes to work hours or schedules.

B. Patrol Shift

1. The work schedule for patrol shifts is open to the seniority bid process outlined below which is based upon the rank seniority.

a) Rank Seniority:

i. The seniority ranking for Bargaining Unit Employee's upon the effective date of this Agreement shall be maintained by the Operations Bureau Commander

and will be subject to change depending on subsequent Bargaining Unit Employees (s) movement(s) within the ranks.

ii. Patrol Shift bids shall be conducted by seniority based upon continuous service with the Los Alamos Police Department. The term continuous service shall be interpreted to mean total service from date of last hire as a Bargaining Unit Employees of the Department as a police officer. Sergeants shall continue to utilize time in grade for shift bid purposes.

b) Seniority determination for groups of Bargaining Unit Employee's hired or promoted on the same date in the same classification shall be as follows:

i. Seniority shall be based on overall hiring/promotional rankings as determined and documented by the Department during the hiring/promotional process.

ii. Laterals shall have seniority over new hires within the same rank hired on the same date. Seniority for laterals shall be made based on overall test scores on the entrance examination administered by Human Resources.

iii. Bargaining Unit Employees shall be required to sign an acknowledgement notice accepting their seniority order, and this shall be maintained by the County's Human Resources Department.

2. Patrol Shift Bid Process

a. Patrol shifts to be bid will conform to the actual staffing requirements for each shift based upon staffing allocations determined by the Police Chief.

b. Bids shall be for periods of approximately six (6) months.

c. Bargaining Unit Employees based upon seniority ranking, may submit their request for specific shift assignments Bargaining Unit Employees shall identify first,

second, and third choices for shift assignments. The assignment of Bargaining Unit Employees shall be the responsibility of the Operations Bureau Commander in consultation with the Police Chief.

d. The shift bidding process will begin at least two (2) months prior to the shift changes with the final notification of shift assignments posted at least six (6) weeks prior to any shift changes. All efforts will be made to adhere to the above time requirements, however unforeseen major events that sometimes occur may require a shorter time frame.

e. In order to assist in placement selection, Sergeants shall bid first. Sergeants shall have five (5) days to submit their request for specific shift assignments in writing to the Operations Bureau Commander.

f. All other eligible Bargaining Unit Employees shall submit their request for specific shift assignments in writing to the Operations Bureau Commander after the Sergeant assignments have been posted. All other eligible Bargaining Unit Employees shall have a five (5) day timeframe to submit their requests for specific shift assignments.

3. Shifts shall be implemented at the beginning of a full FLSA pay period.

4. Any Bargaining Unit Employee not meeting Department or County standards shall be exempt from the shift bidding process and placed on any shift designated by the Police Chief until performance meets Department or County standards based upon the following:

a) An overall performance evaluation rating below “meets expectations,”

b) Documented disciplinary actions resulting from violations of rules or policies of the Department or County; or

c) Showing no improvement after counseling and opportunities to

improve.

C. Bargaining Unit Employees will be assigned overtime, additional work time, or assignments, including training, based upon the needs of the County.

Article 16 PHYSICAL FITNESS

The parties acknowledge that being a certified peace officer is a physically demanding occupation that requires incumbents to maintain a high level of physical fitness. Bargaining Unit Employees, upon Commander or designee approval, may utilize Department workout equipment during shift hours up to one (1) hour per shift. Bargaining Unit Employees shall always remain subject to calls and shall respond to all calls in a safe and timely manner. Use of physical fitness equipment shall not interfere with the delivery of services.

Article 17 UNIFORMS

During the term of this Agreement the County will provide uniform apparel and safety gear to new hires and newly assigned or promoted Bargaining Unit Employees that the Police Chief determines is appropriate.

The County will provide tailored body armor in accordance with the life cycle of the garment.

The County will provide, annually, a credit of \$500 to each Bargaining Unit Employee for which to purchase replacements of County mandated uniforms for normal wear and tear. For purposes of this section, uniforms include footwear, shirt, holsters, pants, gloves, outer vest carrier with accessories, jacket, hats or beanies, knives, duty belts, under belts, rain gear, business suits or business attire. This credit will be provided through a mechanism of the County's choice (for

example, it may be an individual credit at County selected vendor(s), or it may be through the use of County issued procurement cards to be used at County selected vendor(s)). Uniform replacement orders placed on an individual Bargaining Unit Employees P-card shall be ordered no later than April 15th of each year.

The uniform credits and allowance will be available the first quarter of each fiscal year. The County will replace, or repair uniform items damaged while in the performance of their duty in accordance with department policy. The County retains the right to change types of uniform articles at its discretion.

Bargaining Unit Employees are responsible for proper maintenance and upkeep of Department issued uniforms, equipment, safety gear, etc. Those Bargaining Unit Employees who demonstrate negligence which results in the loss or damage of Department owned or issued uniform apparel, equipment, safety gear, etc. may be required to reimburse the Department for such loss or damage. The determination of whom and/or how much reimbursement shall be required shall be made by the Police Chief or designee.

The parties agree that providing appropriate safety gear, a safe work environment and equipment has been and continues to be a priority for the parties. If Bargaining Unit Employees are exposed to hazardous materials, the provision of appropriate safety gear and/or equipment will be a top priority.

Article 18 DRUG AND ALCOHOL-FREE WORKPLACE

The parties agree to adhere to the County's Drug and Alcohol Policy and Testing Procedures.

Article 19 EMPLOYEE ASSISTANCE PROGRAM (EAP)

All Bargaining Unit Employees are eligible to participate in a County-offered Employee Assistance Program. Bargaining Unit Employees who need assistance are encouraged to seek assistance by contacting the program directly by using the posted phone number. Any Bargaining Unit Employee in distress is encouraged to seek help voluntarily through the EAP. Reasons for referral include, but are not limited to, assistance with stress, burnout, alcohol or drug-related problems

Article 20 TUITION REIMBURSEMENT

In accordance with the Employee Tuition Assistance Reimbursement Program (TARP) Guidelines, Employees who are eligible may participate in any available County Tuition Assistance Reimbursement Program.

Article 21 REDUCTION IN FORCE (RIF)

A. Authority. Pursuant to County's Personnel Rules and Regulations, the County has the authority to discharge, terminate or lay off Bargaining Unit Employees at any time when a reduction in personnel is required.

B. Council Discretion. The County Council is vested with the discretion to authorize the level and type of service to be provided to the community and may make revisions to the service provided at any time. The County, as authorized by Council, in its discretion, may at any time decrease the number of Bargaining Unit Employees and is solely vested with the discretion to determine what causes shall justify a reduction in personnel.

C. When the County anticipates a Reduction in Force (RIF) or layoff, which might result in the discharge or termination of an Bargaining Unit Employee(s) the County will notify the Union and the affected Bargaining Unit Employees in writing at least fourteen (14) days prior

to the implementation of the RIF. The Union may request, in writing, to meet with representatives of the County to discuss possible alternatives to the RIF provided that such request is made within than seven (7) days after receipt by the Union of the County's notice of intent to RIF.

D. No Bargaining Unit Employees shall be discharged or terminated as a result of a RIF until all new hire probationary or temporary employees in the same rank have been discharged or terminated. This provision does not preclude the hiring of part-time Employees, privatization or the use of volunteers in the case of a reduction in force.

E. Bargaining Unit Employees will be laid off in reverse order of seniority.

F. Prior to filling vacant positions through promotion, all personnel who are reassigned to a lower rank as a result of reduction of force shall be returned to available vacant positions.

G. Bargaining Unit Employees may be reassigned to a lower rank to accommodate a reduction in force. A Bargaining Unit Employees who is reduced in rank in accordance with the provisions of this Article will have his/her pay reduced commensurate with such reduction in rank.

H. Rank Seniority:

1. The seniority ranking for Bargaining Unit Employees upon the effective date of this Agreement shall be based upon the ranking maintained by the Operations Bureau Commander. The rankings are subject to change based upon changes in the Bargaining Unit Employees continuous service.

2. The Bargaining Unit Employee with the most continuous service is senior. The term "continuous service" shall be calculated from time of service from the most recent effective start date for the Bargaining Unit Employee as a police officer with the Department.

I. Seniority determination for groups of Bargaining Unit Employees hired or

promoted on the same date in the same classification shall be as follows:

1. Seniority shall be based on overall hiring/promotional rankings as determined and documented by the Department during the hiring/promotional process.

2. Laterals shall have seniority over new hires within the same rank hired on the same date. Seniority for laterals shall be made based on overall test scores on the entrance examination administered by Human Resources.

3. Seniority for Officers shall be based on the overall score from the law enforcement academy. If Officers have the same score, ties will be broken based on the overall test score on the entrance examination administered by Human Resources.

4. Bargaining Unit Employees shall be required to sign an acknowledgement notice accepting their seniority order, and this shall be maintained by the County's Human Resources Department.

J. Actions pursuant to this Article are not disciplinary actions and therefore are not subject to the disciplinary appeals process.

K. Those Bargaining Unit Employees laid off as a result of a reduction in force are eligible for reemployment in accordance with the County Personnel Rules and Regulations. Bargaining Unit Employees will be eligible for reemployment with the Police Department for a period of eighteen (18) months. Eligible Bargaining Unit Employees will be notified by certified mail and have thirty (30) days to respond to such notice.

L. If a Bargaining Unit Employee is laid off as a result of a reduction in force he/she shall, if requested, receive 100% of his/her interest in the Los Alamos County Pension Plan. "Interest" in the plan shall be defined according to the vesting schedule in the LACPP.

Article 22 FMLA

A Leave of Absence that qualifies under the Family and Medical Leave Act (FMLA) shall be granted under the provisions of the FMLA, County’s Personnel Rules and Regulations, and the County’s Family Medical Leave Policy. Bargaining Unit Employees who have sick, annual or compensatory leave shall be required to use their leave during their FMLA period. Sick leave shall be utilized first until exhausted, then annual and compensatory leave shall be taken. If the Bargaining Unit Employees earned leave balances are exhausted before the end of the FMLA period, the remainder of the FMLA period will consist of unpaid leave, or if applicable, leave under the County’s Annual Leave Donation Policy.

An eligible Bargaining Unit Employees are entitled to FMLA leave including intermittent FMLA leave, to be with the healthy newborn child during the 12-month period beginning on the date of birth. An eligible Bargaining Unit Employees entitlement to FMLA leave for a birth expires at the end of the 12-month period beginning on the date of the birth.

Article 23 LEAVE

All leave shall be accrued and utilized in accordance with the provisions of the County Personnel Rules and Regulations with the exception outlined below.

A. When a Bargaining Unit Employee is retiring under PERA, the Bargaining Unit Employee will have the option to use up to 520 hours of accrued sick leave to extend their retirement date in accordance with Personnel Rule 712 (b). Or upon pre-retirement, a Bargaining Unit Employee shall be paid for the unused portion of accrued sick leave up to 520 hours on their first paycheck after pre-retirement sick leave begins.

Bargaining Unit Employee may use a combination of the two options, but not to exceed 520 accrued hours. Bargaining Unit Employees must work with Human Resources for pre-retirement planning. The rate to which the hours will be paid, will be at the Bargaining Unit Employee's rate of pay at the time of retirement planning submission.

Article 24 CALL OUT AND STAND-BY PAY

Call Out and Stand-By Pay shall be administered in accordance with the County's Personnel Rules and Regulations.

Article 25 Incentive Pay

A. Bargaining Unit Employees who are designated, assigned, and performing the duties of the assignments identified below as determined by the Police Chief shall receive an annual incentive. Bargaining Unit Employees shall not be compensated for more than three (3) incentives at any given time. These annual amounts shall be paid out on a bi-weekly basis for the duration of the assignment.

B. Incentives are categorized in three (3) tiers.

1. Tier – 1, annual rate of: \$2,500.00 (\$96.15 to be paid bi-weekly).
2. Tier – 2, annual rate of: \$2,000.00 (76.92 to be paid bi-weekly).
3. Tier – 3, annual rate of: \$1,500.00 (\$57.69 to be paid bi-weekly).

C. Incentives requiring certification will not begin payment until that certification is received. All incentives require certification except Torch Run Coordinator, Fleet Manager, Evidence Technician, Investigations and Senior Corporal. There will be only one Senior Corporal per Patrol Team. Bargaining Unit Employees may receive payment upon appointment by the office

of the Chief for incentives not requiring certification. Bargaining Unit Employees must maintain their certifications. Tier levels may change based on additional certification levels denoted in section D.

D. The following is a list of approved incentives and their assigned tier.

Tier – 1

1. Bomb Technician HDS certified
2. Crash Reconstructionist
3. Defensive Tactics Instructor
4. Drug Recognition Expert
5. Emergency Vehicle Operations Course (EVOC) Instructor
6. Firearms Instructor
7. Fleet Manager
8. Field Training Officer (FTO) & FTO Coordinator
9. Hostage Negotiator (Phase 3)
10. Investigations
11. K-9 Handler
12. Tactical team (TAC) with basic SWAT school training

Tier – 2

13. Evidence Technician
14. School Resource Officer
15. Senior Corporal
16. Use of Force Instructor

Tier – 3

17. Bilingual
18. Bomb Technician (HAZMAT tech)
19. Crash Team Phase 1
20. General Instructor
21. Hostage Negotiator (Phase 1 or 2)
22. Key Operator
23. Peer Support Coordinator
24. TAC-team (internal test)
25. Torch Run Coordinator
26. Search & Rescue

E. The designated K-9 Handler will be compensated for five (5) hours per week during the K-9 Handler's normal work period in consideration for and to perform handling of the K-9 animal in accordance with LAPS General Order No. 251, K-9 Operation. These hours will be considered regular hours worked and shall be considered as such in relation to leave requests or overtime calculations during a normal work period when the K-9 Handler is handling the K-9.

Article 26 PAY

Pay ranges and steps are attached in Exhibit A. For FY25, upon ratification of the Union and signature of the County Manager after approval by the County Council the following will go into effect beginning the first full pay period:

- A. Step Adjustments (Exhibit A)
 1. Officer beginning step will be adjusted to FY24 step 5, or roughly 4% and collapsed to a maximum of 10 steps.

2. Corporal beginning step will be adjusted to FY24 step 5, or roughly 4%.
3. Sergeant beginning step will be adjusted to FY24 step 4, or roughly 3%.

B. Step Placement of Newly Hired Employee

Step placement for newly hired employees will be in accordance with the County Compensation Policy 1175.

C. Step Placement of Newly Promoted Bargaining Unit Employee

Bargaining Unit Employees who are promoted from Officer to Corporal will be moved two steps below current placement. Bargaining Unit Employees who are promoted from Corporal to Sergeant will be moved one step below current placement. All pay adjustments will occur for the first full pay period following receipt and approval authorization of Personnel Action Notice (PAN).

D. Annual Salary Adjustment

The Step Plan will be adjusted upward approximately 2% each fiscal year, as shown in Exhibit A, beginning first full pay period FY26.

E. Annual Merit Adjustment

1. For Fiscal Year 2025, 2026, 2027, and 2028,
 - a) Bargaining Unit Employees receiving at least an overall rating of 'Meets Expectations' on their annual performance appraisal will move up one step.
 - b) Bargaining Unit Employees receiving an overall rating of Exceeds Expectations on their annual performance appraisal will move up two steps.
 - c) Bargaining Unit Employees receiving an overall rating of Far Exceeds on their annual performance appraisal will move up three steps.

Any annual salary adjustment(s) pursuant to this Paragraph E will be effective the first full

pay period of the fiscal year.

F. Out of Annual Cycle Step Increments

Out of annual cycle step increments will be in accordance with the County Compensation Policy 1175; but not less than the current four (4) step maximum for education.

G. Shift Pay

In addition to other eligible compensation, all Bargaining Unit Employees working between the hours of 6 p.m. and 6 a.m. shall receive ten percent (10%) of their base pay for each hour worked between 6 p.m. and 6 a.m.

Article 26.1 PERA CONTRIBUTION

County shall provide eligible Bargaining Unit Employees Public Employees Retirement Association (PERA) benefits under the Municipal Police Plan 5. For the term of this Agreement, County will implement a 65/35 PERA split (employer 65% / employee 35%) of the total contribution amount required for both County and Bargaining Unit Employees PERA contributions, which will result in County assumption of roughly 5% of the Bargaining Unit Employees' contribution obligation to PERA as outlined in Exhibit B.

Article 26.2 LONGEVITY PAY

A. Longevity will be calculated based on total tenure as a certified sworn law enforcement officer, which shall include tenure with LAPD, in addition to tenure with other law enforcement agencies in accordance with the table below:

B. Bargaining Unit Employees who have provided notice of resignation or retirement

will be ineligible for new longevity pay adjustments.

<u>Anniversary Dates</u>	<u>2nd anniversary thru 4th anniversary</u>	<u>Beginning of year 5 thru 7th anniversary</u>	<u>Beginning of year 8 thru 11th anniversary</u>	<u>Beginning of year 12 thru 14th anniversary</u>	<u>Beginning of year 15 thru 17th anniversary</u>	<u>Beginning of year 18+</u>
<u>Per Hour (based on 2080 schedule)</u>	\$0.96	\$1.92	\$2.88	\$3.85	\$4.81	\$7.21

Article 27 STABILITY PAY

Stability Pay shall be provided in accordance with the provisions of the County Personnel Rules and Regulations.

Article 28 TAKE HOME VEHICLES

Take home vehicles shall be administered in accordance with the provisions of the Police Department Policies.

Article 29 COMPLETE AGREEMENT

It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties.

Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free

exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 30 SUCCESSOR AGREEMENTS

Negotiations for a successor Agreement may be initiated by either party and shall be in writing and submitted to the County Manager or the Union President no earlier than 120 days, nor later than 60 days prior to the contract ending date or as mutually agreed to by the parties.

Impasse Communications Procedures. Unless mutually agreed not to, there will be a joint press release issued at the declaration of impasse and the conclusion of mediation and arbitration. If only one party wants a release, it will be crafted and agreed upon by both parties before it is released.

Article 31 TERM OF AGREEMENT

After July 1, 2024, and upon ratification of the Union and signature of the County Manager and after approval by the County Council, this Agreement shall become effective for all purposes upon the date of signature by the Parties below and shall remain in full force and effect until midnight of June 30, 2028.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2024.

International Union of Police
Associations (IUPA)

Incorporated County of Los Alamos

Christopher Ross
President

Anne Laurent
County Manager

ATTEST:

Naomi Maestas
County Clerk

Exhibit A SALARY STEP PLAN

FY25		Effective 1st Full Pay Period Following Ratification and Signature by all Parties										
Job Class/	Rank	1	2	3	4	5	6	7	8	9	10	
417	Officer	\$31.76	\$32.08	\$32.40	\$32.72	\$33.05	\$33.38	\$33.71	\$34.05	\$34.39	\$34.74	
		\$66,060.80	\$66,721.41	\$67,388.62	\$68,062.51	\$68,743.13	\$69,430.56	\$70,124.87	\$70,826.12	\$71,534.38	\$72,249.72	
415	Corporal	\$35.07	\$35.42	\$35.77	\$36.13	\$36.49	\$36.86	\$37.23	\$37.60	\$37.98	\$38.36	
413	Sergeant	\$40.07	\$40.47	\$40.88	\$41.28	\$41.70	\$42.11	\$42.54	\$42.96	\$43.39	\$43.82	
415	Corporal	\$38.74	\$39.13	\$39.52	\$39.91	\$40.31	\$40.72	\$41.12	\$41.53	\$41.95	\$42.37	
413	Sergeant	\$44.26	\$44.70	\$45.15	\$45.60	\$46.06	\$46.52	\$46.99	\$47.46	\$47.93	\$48.41	
415	Corporal	\$42.79	\$43.22	\$43.65	\$44.09	\$44.53	\$44.97	\$45.42	\$45.88	\$46.34	\$46.80	
413	Sergeant	\$48.89	\$49.38	\$49.88	\$50.37	\$50.88	\$51.39	\$51.90	\$52.42	\$52.94	\$53.47	
415	Corporal	\$47.27	\$47.74	\$48.22	\$48.70	\$49.19	\$49.68	\$50.18	\$50.68	\$51.19	\$51.70	
413	Sergeant	\$54.01	\$54.55	\$55.09	\$55.64	\$56.20	\$56.76	\$57.33	\$57.90	\$58.48	\$59.07	
Pay Range		Minimum	Maximum									
417	Officer	\$66,060.80	\$72,249.72									
415	Corporal	\$72,945.60	\$107,530.75									
413	Sergeant	\$83,345.60	\$122,861.62									

Structure 2%		Effective 1st Full Pay Period										
Job Class/	Rank	1	2	3	4	5	6	7	8	9	10	
417	Officer	\$32.08	\$32.40	\$32.72	\$33.05	\$33.38	\$33.71	\$34.05	\$34.39	\$34.74	\$35.08	
		\$66,721.41	\$67,388.62	\$68,062.51	\$68,743.13	\$69,430.56	\$70,124.87	\$70,826.12	\$71,534.38	\$72,249.72	\$72,972.22	
415	Corporal	\$35.42	\$35.77	\$36.13	\$36.49	\$36.86	\$37.23	\$37.60	\$37.98	\$38.36	\$38.74	
413	Sergeant	\$40.47	\$40.88	\$41.28	\$41.70	\$42.11	\$42.54	\$42.96	\$43.39	\$43.82	\$44.26	
415	Corporal	\$39.51	\$39.91	\$40.31	\$40.71	\$41.12	\$41.53	\$41.94	\$42.36	\$42.79	\$43.22	
413	Sergeant	\$45.15	\$45.60	\$46.05	\$46.52	\$46.98	\$47.45	\$47.92	\$48.40	\$48.89	\$49.38	
415	Corporal	\$44.08	\$44.52	\$44.97	\$45.42	\$45.87	\$46.33	\$46.79	\$47.26	\$47.73	\$48.21	
413	Sergeant	\$50.36	\$50.87	\$51.38	\$51.89	\$52.41	\$52.93	\$53.46	\$54.00	\$54.54	\$55.08	
415	Corporal	\$49.17	\$49.67	\$50.16	\$50.66	\$51.17	\$51.68	\$52.20	\$52.72	\$53.25	\$53.78	
413	Sergeant	\$56.18	\$56.75	\$57.31	\$57.89	\$58.47	\$59.05	\$59.64	\$60.24	\$60.84	\$61.45	
Pay Range		Minimum	Maximum									
417	Officer	\$66,721.41	\$70,124.87									
415	Corporal	\$73,675.06	\$111,864.03									
413	Sergeant	\$84,179.06	\$127,812.70									

Structure 2%		FY27		Effective 1st Full Pay Period									
Job Class/	Rank	1	2	3	4	5	6	7	8	9	10		
417	Officer	\$32.40	\$32.72	\$33.05	\$33.38	\$33.71	\$34.05	\$34.39	\$34.74	\$35.08	\$35.43		
		\$67,388.62	\$68,062.51	\$68,743.13	\$69,430.56	\$70,124.87	\$70,826.12	\$71,534.38	\$72,249.72	\$72,972.22	\$73,701.94		
		1	2	3	4	5	6	7	8	9	10		
415	Corporal	\$35.77	\$36.13	\$36.49	\$36.86	\$37.23	\$37.60	\$37.98	\$38.36	\$38.74	\$39.13		
413	Sergeant	\$40.88	\$41.28	\$41.70	\$42.11	\$42.54	\$42.96	\$43.39	\$43.82	\$44.26	\$44.70		
		11	12	13	14	15	16	17	18	19	20		
415	Corporal	\$39.91	\$40.31	\$40.71	\$41.12	\$41.53	\$41.94	\$42.36	\$42.79	\$43.22	\$43.65		
413	Sergeant	\$45.60	\$46.05	\$46.52	\$46.98	\$47.45	\$47.92	\$48.40	\$48.89	\$49.38	\$49.87		
		21	22	23	24	25	26	27	28	29	30		
415	Corporal	\$44.52	\$44.97	\$45.42	\$45.87	\$46.33	\$46.79	\$47.26	\$47.73	\$48.21	\$48.69		
413	Sergeant	\$50.87	\$51.38	\$51.89	\$52.41	\$52.93	\$53.46	\$54.00	\$54.54	\$55.08	\$55.63		
		31	32	33	34	35	36	37	38	39	40		
415	Corporal	\$49.67	\$50.16	\$50.66	\$51.17	\$51.68	\$52.20	\$52.72	\$53.25	\$53.78	\$54.32		
413	Sergeant	\$56.75	\$57.31	\$57.89	\$58.47	\$59.05	\$59.64	\$60.24	\$60.84	\$61.45	\$62.06		

Pay Range	Minimum	Maximum
417 Officer	\$67,388.62	\$70,826.12
415 Corporal	\$74,411.81	\$112,982.67
413 Sergeant	\$85,020.85	\$129,090.83

Structure 2%		FY28		Effective 1st Full Pay Period									
Job Class/	Rank	1	2	3	4	5	6	7	8	9	10		
417	Officer	\$32.72	\$33.05	\$33.38	\$33.71	\$34.05	\$34.39	\$34.74	\$35.08	\$35.43	\$35.79		
		\$68,062.51	\$68,743.13	\$69,430.56	\$70,124.87	\$70,826.12	\$71,534.38	\$72,249.72	\$72,972.22	\$73,701.94	\$74,438.96		
		1	2	3	4	5	6	7	8	9	10		
415	Corporal	\$36.13	\$36.49	\$36.86	\$37.23	\$37.60	\$37.98	\$38.36	\$38.74	\$39.13	\$39.52		
413	Sergeant	\$41.28	\$41.70	\$42.11	\$42.54	\$42.96	\$43.39	\$43.82	\$44.26	\$44.70	\$45.15		
		11	12	13	14	15	16	17	18	19	20		
415	Corporal	\$40.31	\$40.71	\$41.12	\$41.53	\$41.94	\$42.36	\$42.79	\$43.22	\$43.65	\$44.08		
413	Sergeant	\$46.05	\$46.52	\$46.98	\$47.45	\$47.92	\$48.40	\$48.89	\$49.38	\$49.87	\$50.37		
		21	22	23	24	25	26	27	28	29	30		
415	Corporal	\$44.97	\$45.42	\$45.87	\$46.33	\$46.79	\$47.26	\$47.73	\$48.21	\$48.69	\$49.18		
413	Sergeant	\$51.38	\$51.89	\$52.41	\$52.93	\$53.46	\$54.00	\$54.54	\$55.08	\$55.63	\$56.19		
		31	32	33	34	35	36	37	38	39	40		
415	Corporal	\$50.16	\$50.66	\$51.17	\$51.68	\$52.20	\$52.72	\$53.25	\$53.78	\$54.32	\$54.86		
413	Sergeant	\$57.31	\$57.89	\$58.47	\$59.05	\$59.64	\$60.24	\$60.84	\$61.45	\$62.06	\$62.68		

Pay Range	Minimum	Maximum
417 Officer	\$68,062.51	\$74,438.96
415 Corporal	\$75,155.92	\$114,112.49
413 Sergeant	\$85,871.06	\$130,381.74

Exhibit B PERA CONTRIBUTION TABLE

Municipal Police Plan 5

PERA Contribution Amounts

FY 24				FY 25				FY 26			
	Employee	Employer	ER P/U		Employee	Employer	ER P/U		Employee	Employer	ER P/U
	18.80%	20.15%	-		19.30%	20.65%	-		19.80%	21.15%	-
Total ER %	20.15%			Total ER %	20.65%			Total ER %	21.15%		
Total %	38.95%			Total %	39.95%			Total %	40.95%		
After Employer Pick up (Effective Split - Employee 35% / Employer 65%)											
	Employee	Employer	ER P/U		Employee	Employer	ER P/U		Employee	Employer	ER P/U
	13.63%	20.15%	5.17%		13.98%	20.65%	5.32%		14.33%	21.15%	5.47%
Total ER %	25.32%			Total ER %	25.97%			Total ER %	26.62%		
Total %	38.95%			Total %	39.95%			Total %	40.95%		



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.: H.
Index (Council Goals): Quality of Life - Public Safety
Presenters: Dino Sgambellone, Police Chief and Kate Stoddard, Consolidated Dispatch Manager
Legislative File: 18896-24

Title

Approval of the Fiscal Year 2025 E-911 Grant Agreement from the Department of Finance and Administration Acting through the Local Government Division in an Amount Not To Exceed \$402,318.00

Recommended Action

I move that Council approve the Fiscal Year 2025 E-911 Grant Agreement from the Department of Finance and Administration acting through the Local Government Division in an amount not to exceed \$402,318.00. I further move that Council authorize the County Manager to execute the grant agreement.

County Manager's Recommendation

The County Manager recommends that Council approve the request to accept Fiscal Year 2025-E-911 Grant Agreement from the Department of Finance and Administration acting through the Local Government Division.

Body

The Enhanced 911 (E-911) Act, NMSA 1978, Section 63-9D-8 places oversight responsibility of the E-911 Program with the E-911 Bureau of the Local Government Division of the Department of Finance. The E-911 Bureau facilitates funding to local public bodies charged with operating E-911 Public Safety Answering Points (PSAPs) using grant agreements, of which the County of Los Alamos has been a recipient for several decades. On behalf of the grantees, the E-911 Bureau procures price agreements and pays vendors for goods and services provided, such as network access and database services, hardware, software, equipment maintenance, and training on E-911 and geographic information system (GIS) mapping. Each year the E-911 Program provides the services through a grant agreement.

Alternatives

The alternative to accepting the grant agreement is not having the necessary funds to maintain and upgrade the County's 911 system.

Fiscal and Staff Impact/Planned Item

This grant does not require a match.

Attachments

- A - County of Los Alamos FY25 E-911 Grant
- B - Los Alamos FY25 Grant Issue Letter-signed

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 25-E-12

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Los Alamos**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “Act”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “Enhanced 911 Requirements” or “E-911 Rules.”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“PSAP”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Points (PSAPs) at the County of Los Alamos, which also provides E-911 related services to Los Alamos County, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “Grantee” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund: and

WHEREAS, on **May 21, 2024**, the State Board of Finance awarded the Grantee **\$402,318** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2024**, through **June 30, 2025**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$402,318** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.*

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Kate Stoddard**
Title: **PSAP Manager**
Address: **2500 Trinity Drive**
Los Alamos, NM 87544

Phone: **505-661-3435**
Fax: **505-661-3434**
Email: **Katherine.stoddard@lacnm.us**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: Stephen Weinkauf, or his successor
Title: E-911 Bureau Chief
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501

Phone: 505-660-3637
Fax: 505-827-4948
Email: Stephen.Weinkauf@dfa.nm.gov

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

Date

(Printed Name)

(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: _____
Jeannette Gallegos, Acting Local Government Division Director

Date

Exhibit A

PSAP Annual Report
DUE JUNE 30th, 2025

Please complete the PSAP Annual Report on-line at: [PSAP Annual Report Form](https://forms.office.com/g/quBeLQHYZD). Or copy and paste this link into your browser: <https://forms.office.com/g/quBeLQHYZD>

Please submit the following documents by email to 911 Program Managers in one email when submitting this Annual Report: JPA and MOU Agreements, Established Procedures to handle calls from Speech and Hearing Impaired Individuals, Established Procedure for handling abandoned or silent 911 calls, PSAP Insurance Provider and Liability Insurance, DPS Acadis Roster, 911 Call Transfers and Procedures which includes no transfer policies, MOU or Release of Liability

(SAMPLE)

Section 10.6.2.11 D(8)	
Section	PSAP Input
PSAP Name:	
FCC ID#	
Primary or Secondary PSAP?	
10-digit administrative number(s):	
Your name and title:	
Your email address:	
Your phone number:	
Physical Address of PSAP (NO PO Box):	
PSAP Manager/Deputy Director: Name, phone, email	
PSAP Training Officer: Name, phone, email	
MSAG Coordinator: Name, phone, email	
GIS Representative: Name, phone, email	
PSAP Fiscal Agent: Name, phone, email	
Current JPA and MOU agreements in place	
Does your center have back up cell phones?	
• How many back up cell phones?	
• Who is the carrier?	
• List the numbers?	
Does your center utilize EMD/EFD?	
Does your center have QA's?	

Section 10.6.2.11 D(8)	
Section	PSAP Input
EMS Director: Name, phone, email	
Does your PSAP have certified IT staff?	
Do they have an ECC/PSAP cyber security plan?	
IT: Name, phone, email	
Number of 911 Call System Positions:	
Number of Radio Dispatch Positions:	
MIS System: Make, Model, Version	
Mapping Server: Make, Model, Version	
911 Call Handling System: Make, Model, Version	
Radio System: Make, Model, Version	
CAD System:	
CAD System: Model and Software Version	
Logging Recorder:	
Logging Recorder: Model and Version	
UPS (for 911 Equipment):	
Back-up Generator:	
Number and type of dedicated CAMA/911 circuits. Wireline/Wireless:	
Interpretive Service Provider:	
List Back Up PSAPS:	
Minimum Staff on Duty:	
# of Certified telecommunicators:	
Hourly Rate for non-certified new hire?	
Hourly Rate for certified telecommunicators?	
How many months in FY24 were you fully staffed?	
Scheduled 40 or 48 hour weeks?	
Average OT weekly?	
What equipment is in need of upgrades? If none, N/A	
Did your PSAP request reimbursements in FY24 for training and/or travel?	
Did your PSAP request reimbursements in FY24 for GIS software or hardware?	
Who processes your reimbursements? Name, phone, email	
Does your PSAP transfer 911 calls to a 10-digit non-emergency number? If yes, what types of calls?	
Is there an MOU or Release of Liability in place?	
Does your PSAP transfer 911 calls to an OUT OF STATE 10-digit number?	
Outage Contact Info (24x7): Name, phone, email	

Section 10.6.2.11 D(8)	
Section	PSAP Input
10-digit 24x7 emergency number:	
1-800- emergency number:	
911 Authority Name or Escalation Contact: Name, phone, email	
Special Instructions for contacting PSAP in case of service outage?	
DHESM requested information:	
PSAP Capabilities: Wireless, Phase I or II, NG911 at 4 levels:	
List ALL NLETS/NCIC ORI's at your PSAP	
Mobile Data System: Make, model, version	
CAD to CAD?	
CAD to CAD Interface Name?	
Fax Number:	
Upload and attach the following when submitting the PSAP Annual Report:	
<ul style="list-style-type: none"> • JPA and MOU Agreements 	
<ul style="list-style-type: none"> • Established Procedures to handle calls from Speech and Hearing Impaired Individuals 	
<ul style="list-style-type: none"> • Established Procedure for handling abandoned or silent 911 calls 	
<ul style="list-style-type: none"> • PSAP Insurance Provider and Liability Insurance 	
<ul style="list-style-type: none"> • DPS Acadis Roster 	
<ul style="list-style-type: none"> • 911 Call Transfers and Procedures which includes no transfer policies 	
<ul style="list-style-type: none"> • MOU or Release of Liability for 911 Transfers 	

Exhibit B

Federal 911 Resource Center Report
DUE JANUARY 30th, 2025

Call Types	Annual Total of Calls from January 1 through December 31, 2024
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant
Local Government Division
Department of Finance and Administration

Exhibit C

Grantee:	County of Los Alamos	Grant Award:	402,318
Address:	2500 Trinity Drive	Project Number:	25-E-12
	Los Alamos, New Mexico 88	Grant Period:	July 1, 2024 - June 30, 2025
Telephone:	(505) 662-8222		
Number of Funded PSAP Positions:		8	

Budget Line Items		Total Authorized Budget
Capital		
E-911 Equipment Upgrades		\$94,711
NextGen 9-1-1 ESInet & NGCS		71,733
Dispatch Software		
Recorder		
UPS/Generator		
Capital Subtotal		166,444
Recurring Network/Managed Services		
E-911 Voice Network		40,660
Data Network		1,500
NextGen 9-1-1 ESInet		8,043
NextGen 9-1-1 NGCS		17,052
Wireless Cost Recovery		-
Recurring Network/Circuit Subtotal		67,255
Recurring Maintenance		
System Maintenance		139,951
Recurring Maintenance Subtotal		139,951
Services/Training		
911 Related Training		9,000
911 Related GIS		2,000
911 Consulting Services		3,087
GIS Consulting Services		11,430
Interpretive Services		750
Minor Equipment		2,400
Services/Training Subtotal		28,667
TOTAL		402,318



New Mexico
Department of Finance
and Administration

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Governor Michelle Lujan Grisham
Cabinet Secretary Designate Wayne Propst

Local Government Division
Jeannette Gallegos, Acting Division Director

May 23rd, 2024

Kate Stoddard
PSAP Director, Los Alamos County Communications
2500 Trinity Drive
Los Alamos, NM 87544

Subject: Fiscal Year 2025 E-911 Grant Agreement

Dear: **Ms. Stoddard**

Attached is the **County of Los Alamos** fiscal year 2025 (FY25) E-911 Grant Agreement. This Grant Agreement reflects the **County of Los Alamos** approved budget by the State Board of Finance for FY25. As the official Grantee representative responsible for the overall supervision of this grant agreement, please route the attached grant agreement for approval by your fiscal agent and signature by an Authorized Signatory.

Grant Agreements will be e-signed and executed via DocuSign. Please provide the email address for the identified authorized signatory for the fiscal agent and an envelope will be sent via DocuSign for their signature.

After the Local Government Division (LGD) signs the grant agreement, we will provide the fully executed grant agreement to you for your records. Once the grant agreement is fully executed, LGD can begin making payments for FY25 expenses.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen Weinkauf".

Stephen Weinkauf, E-911 Bureau Chief
Local Government Division

Attachment: FY25 E-911 Grant Agreement



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.: I

Index (Council Goals): Quality Governance - Fiscal Stewardship

Presenters: Erika Thomas, Budget and Performance Manager and Melissa Dadzie, Chief Financial Officer

Legislative File: 18882-24

Title

Approval of Budget Revision 2024-72 to Budget Funds for Various Grants (Annual Reconciliation of All Grants Received Across All Departments and Funds)

Recommended Action

I move that Council approve Budget Revision 2024-72 as summarized on Attachment A and the attachments be made part of the minutes of this meeting.

County Manager's Recommendation

The County Manager recommends that Council approve Budget Revision 2024-72 as requested.

Body

Annually a reconciliation is completed in the Finance Division to reconcile all grants received across all departments and funds. The purpose of this budget adjustment is to budget funds received to equal grant agreement totals.

The total Revenues Budgeted	\$ 8,975,886
The total Expenditures Budgeted	\$ 2,446,195

Alternatives

Council could choose not to approve Budget Revision 2024-72 and budget would not align to various grant agreements.

Fiscal and Staff Impact/Planned Item

Financial impact is summarized in the attached budget revision and grant summary.

Attachments

A - Budget Revision 2024-72

DEPT/DIV	GRANT DESCRIPTION	ORG	OBJECT	BUDGET TYPE	BUDGET OFFICE REVISION	REQUIRES COUNCIL APPROVAL	REVISED BUDGET
AIRPORT	Equipment and Install	68173432	8839	Expense	18,664		29,221
AIRPORT	Taxiway F-PER	68173432	8***	Expense	1,420		28,755
AIRPORT	Taxiway F-PER	68173432	3479	Revenue	2,938		2,938
AIRPORT	Airfield Payment Maint	68173410	3479	Revenue	3,813		3,813
AIRPORT	Taxiway F-PER	68173432	3319	Revenue	25,817		25,817
AIRPORT	Equipment and Install	68173432	3479	Revenue	26,299		26,299
AIRPORT	Construction 1	68173432	8369	Expense	(356,459)		1,869,727
AIRPORT	Construction 1	68173432	3479	Revenue		1,619,727	1,869,727
CSD	Kinnikinnik Trail	01152510	8519	Expense	65,000		65,000
CSD	2020 GO Bonds	01151520	3436	Revenue	14,311		14,311
CSD	Kinnikinnik Trail	01152510	3329	Revenue	65,000		65,000
CSD	Opioid Settlement	18850520	6949	Revenue		737,785	767,785
CSD	Brewer Arena-ADA	CP7002	3329	Revenue		150,000	150,000
CSD	LACHC	14650910	8369	Expense		(113,292)	15,333
CSD	2022 GO Bonds	01151520	3436	Revenue		56,683	56,683
CSD	State Aide Grant	01151515	3435	Revenue		(44,004)	15,529
CSD	2022 GO Bonds	01151520	8519	Expense		56,683	56,683
CSD	Fund Balance	14650910	8***	Expense		87,690	111,036
CSD	LACHC	14650910	3479	Revenue		(119,952)	15,333
CSD	Fund Balance	18850520	8369	Expense		128,835	128,835
CSD	Brewer Arena-ADA	CP7002	8369	Expense		150,000	150,000
CSD	Opioid Settlement	18850520	8369	Expense		737,785	767,785
DPU	LA Canyon Watershed Project	54285699	3479	Revenue		223,474	223,474
DPU	LA Canyon Watershed Project	54285699	8369	Expense		223,474	223,474
ENGINEERING	Canyon Rim Trail-Underpass	CP5018	3479	Revenue	(273,408)		0
ENGINEERING	Street Light Replacement	CP5040	3329	Revenue		341,760	341,760
ENGINEERING	Travel Time and Origin	CP5041	3329	Revenue		213,600	213,600
ENGINEERING	45th-48th Street	01171120	3445	Revenue		111,012	111,012
ENGINEERING	45th-48th Street	01171120	3441	Revenue		86,487	86,487
ENGINEERING	Pedestrian Master Plan	CP5042	3329	Revenue		85,440	85,440
ENGINEERING	45th-48th Street	01171120	3442	Revenue		29,380	29,380
ENGINEERING	Pedestrian Master Plan	CP5042	8369	Expense		100,000	100,000
ENGINEERING	Travel Time and Origin	CP5041	8369	Expense		250,000	250,000
ENGINEERING	Street Light Replacement	CP5040	8369	Expense		400,000	400,000
FIRE	Fire Station 4 Design & Const	CP1009	3479	Revenue		2,000,000	2,000,000
FIRE	Grant	14461444	8839	Expense		(161,207)	0
FIRE	Distribution	14461444	3425	Revenue		50,570	997,570
FIRE	Distribution	14561545	3423	Revenue		69	10,219
FIRE	Distribution	14561545	8489	Expense		69	10,219
FIRE	Fund Balance	14561545	8489	Expense		369	369
FIRE	Fund Balance	14461444	8839	Expense		27,844	2,143,147
FIRE	Distribution	14461444	8839	Expense		50,570	997,570
FIRE	Grant	14461444	3425	Revenue		(161,207)	0
MUNI COURT	Distribution	14218042	8369	Expense		(8,131)	88,344
MUNI COURT	Automation Fund	01118010	3479	Revenue		9,267	9,267
POLICE	Election Security	01165908	3329	Revenue	123,181		123,181
POLICE	EOP Planning/Radio	01165908	3329	Revenue	46,500		46,500
POLICE	VAWA	01165904	81**	Expense	7,502		30,007
POLICE	Hazard Mitigation Plan	01165710	3329	Revenue	1,685		1,685
POLICE	EOP Planning/Radio	01165908	8369	Expense	(1,936)		47,501
POLICE	ARPA	01165909	8369	Expense	(8,928)		17,853
POLICE	Distribution	14765547	3455	Revenue		28,000	40,000

POLICE	FFY24 Allocation	01165902	3319	Revenue		7,808	10,458
POLICE	Election Security	01165908	8369	Expense		2,000	123,181
POLICE	Dispatch	01165901	3453	Revenue		10,797	367,632
POLICE	Dispatch	01165901	8369	Expense		10,797	367,632
POLICE	FFY24 Allocation	01165902	8557	Expense		15,616	20,916
POLICE	Distribution	14765547	8299	Expense		28,000	40,000
TRANSIT	MO1825-Admin and Ops	65173291	8***	Expense	762,955		762,955
TRANSIT	MO1725-EZ Rider Buses (2)	65173291	8839	Expense	129,036		986,242
TRANSIT	MO1825-Bus and Engine	Fleet	Fleet	Expense	45,464		45,464
TRANSIT	Bandelier Service	65173294	8***	Expense	35,657	201,013	307,805
TRANSIT	MO1825-Arboc	Fleet	Fleet	Expense	30,652		30,652
TRANSIT	MOA1810-Electric Bus	Fleet	Fleet	Expense	22,980		22,980
TRANSIT	MO1749-Arboc SOF 16-2	Fleet	Fleet	Expense	8,389		8,389
TRANSIT	MO1749-Arboc SOF 16-2	65173293	3329	Revenue	150,574		150,574
TRANSIT	MO1825-Arboc	65173293	3329	Revenue	152,800		152,800
TRANSIT	MO1725-EZ Rider Buses (2)	65173291	3479	Revenue	197,249		197,249
TRANSIT	MO1825-ITS Hardware	65173293	3329	Revenue	232,826		232,826
TRANSIT	MO1825-Admin and Ops	65173291	3329	Revenue	388,134		388,134
TRANSIT	MO1825-Bus and Engine	65173293	3329	Revenue	511,974		511,974
TRANSIT	MO1725-EZ Rider Buses (2)	65173291	3329	Revenue	788,993		788,993
TRANSIT	MOA1810-Electric Bus	65173293	3329	Revenue	1,485,000		1,485,000
TRANSIT	MO1903-Admin and Ops	65173291	8***	Expense		(1,470,511)	4,089,613
TRANSIT	MO1903-EZ Rider Bus	65173293	3329	Revenue		271,691	514,913
TRANSIT	MO1903-Frontrunner Bus	65173293	3329	Revenue		267,585	267,585
TRANSIT	MO1903-Camera-Battery	65173293	3329	Revenue		228,190	228,190
TRANSIT	Bandelier Service	65173294	3319	Revenue		3,449	204,111
TRANSIT	MO1903-Frontrunner Bus	65173293	8839	Expense		267,585	267,585
TRANSIT	Zero Emissions Transition Plan	65173210	3329	Revenue		40,000	40,000
TRANSIT	Zero Emissions Transition Plan	65173210	8369	Expense		40,000	40,000
TRANSIT	MO1903-Camera-Battery	65173293	8839	Expense		285,237	285,237
TRANSIT	MO1903-EZ Rider Bus	65173293	8369	Expense		375,373	643,641
TRANSIT	MO1903-Admin and Ops	65173291	3329	Revenue		(1,215,411)	1,457,279

TOTAL REVENUE ADJUSTMENTS**\$8,975,866****TOTAL EXPENSE ADJUSTMENTS****\$2,446,195**



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.: A.

Index (Council Goals): Economic Vitality - Downtown Revitalization; Economic Vitality - Local Business

Presenters: Paul Andrus, Community Development Director

Legislative File: RE0600-24

Title

Incorporated County of Los Alamos Resolution No. 24-17, A Resolution of Support and Funding Commitment by the Incorporated County of Los Alamos for the Local MainStreet Program, as a Partner with Los Alamos MainStreet, a Program of the Los Alamos Commerce and Development Corporation (LACDC)

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Resolution No. 24-17, A Resolution of Support and Funding Commitment by the Incorporated County of Los Alamos for the Local MainStreet Program, as a Partner with Los Alamos MainStreet, a Program of the Los Alamos Commerce and Development Corporation (LACDC), and Authorize the County Manager to Sign a Memorandum of Understanding with the New Mexico MainStreet Program.

County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Resolution No. 24-17.

Body

Adoption of the attached Resolution No. 24-17 provides Council approval for the County Manager to sign a biennial Memorandum of Understanding ("MOU FY2025-2026") between the County, the New Mexico MainStreet Program, and the Los Alamos MainStreet and Creative District. The Los Alamos MainStreet Program, a program serving the Los Alamos MainStreet and Creative District and administered by the Los Alamos Commerce and Development Corporation ("LACDC"), is a State-Certified and Nationally Accredited MainStreet Program Affiliate.

The MOU FY2025-2026 defines the County's partnership with the Los Alamos MainStreet Program and the New Mexico MainStreet Program administered by the State of New Mexico Economic Development Department ("NMEDD") to pursue and manage capital outlay or other state and federal funds dedicated to revitalization, in coordination with matching public and private funds, for qualifying projects in the Los Alamos MainStreet and Creative District. The MOU FY2025-2026 formalizes the County's ongoing support for the Los Alamos MainStreet Program and the County's corresponding funding commitment.

Through the New Mexico MainStreet Program, NMEDD has dedicated resources, professional

assistance, and services to partnering municipalities, including the County, and a local non-profit organization representing stakeholders within designated commercial districts, including the Los Alamos MainStreet and Creative District. In order to receive this assistance, the County must sign biennial MOU's agreeing to dedicate collaborative resources, adopt local governing body economic growth and revitalization tools, and establish economic development funding for operations and program implementation to restore economic vitality within the MainStreet economic redevelopment district. Council signs a MOU in support of the Los Alamos MainStreet Program every two years, and this agreement reaffirms the County's ongoing support of these efforts.

Attachments

A - Public Notice of Resolution No. 24-17

B - Incorporated County of Los Alamos Resolution 24-17

C - Biennial Memorandum of Understanding July 1, 2024 - June 30, 2026

**NOTICE OF RESOLUTION NO. 24-17
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 Resolution No. 24-17. This will be considered by the County Council at a public hearing on Tuesday, June 25, 2024, 6:00 p.m., at the County Municipal Building, located at 1000 Central Avenue, Los Alamos, New Mexico 87544. 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 RESOLUTION NO. 24-17

A RESOLUTION OF SUPPORT AND FUNDING COMMITMENT BY THE INCORPORATED COUNTY OF LOS ALAMOS FOR THE LOCAL MAINSTREET PROGRAM, AS A PARTNER WITH LOS ALAMOS MAINSTREET, A PROGRAM OF THE LOS ALAMOS COMMERCE AND DEVELOPMENT CORPORATION (LACDC)

Council of the Incorporated County of Los Alamos

By: /s/ Denise Derkacs, Council Chair

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

Publication Date: Thursday, June 13, 2024

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 24-17

A RESOLUTION OF SUPPORT AND FUNDING COMMITMENT BY THE INCORPORATED COUNTY OF LOS ALAMOS FOR THE LOCAL MAINSTREET PROGRAM, AS A PARTNER WITH LOS ALAMOS MAINSTREET, A PROGRAM OF THE LOS ALAMOS COMMERCE AND DEVELOPMENT CORPORATION (LACDC)

WHEREAS, the Incorporated County of Los Alamos (“County”) wishes to economically benefit from a strong and vibrant economy; and

WHEREAS, the downtown areas of Los Alamos and White Rock are unique places of character and commerce for the County and its residents and visitors; and

WHEREAS, County wishes to continue downtown revitalization as part of its community economic development through the local Los Alamos MainStreet Program; and

WHEREAS, the New Mexico MainStreet Program is part of the New Mexico Economic Development Department offering technical assistance and services to support the economic development and revitalization of downtowns and adjacent neighborhoods through the *Main Street Approach™*; and

WHEREAS, the *Main Street Approach™* is a nationally known, successful process with more than twenty-five (25) years of demonstrable progress in over 1800 communities across the country; and

WHEREAS, the Los Alamos MainStreet Program, a Program of the Los Alamos Commerce and Development Corporation (LACDC), serves the Los Alamos MainStreet and Creative District as the local MainStreet organization certified by New Mexico MainStreet to implement the Main Street Approach™; and

WHEREAS, the New Mexico MainStreet Program requires a resolution of support from the County to accompany a biennial Memorandum of Understanding (MOU) between the New Mexico MainStreet Program, Los Alamos MainStreet and Creative District, and the County (collectively, “Partners”) establishing mutual agreement on the roles, responsibilities, and expectations between the Partners of the MOU.

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

1. County supports the Los Alamos Mainstreet Program in the vision, principles, and values of comprehensive commercial district revitalization through the National Main Street Center’s *MainStreet Approach™*.

2. County shall provide, to the extent permitted by New Mexico law and subject to a budget approved by the Los Alamos County Council, financial assistance to the Los Alamos MainStreet Program to accomplish community economic development in the downtown areas of Los Alamos and White Rock, which benefits all the residents of the community.

3. County shall act as fiscal agent for any capital outlay funds received from the state or federal governments and their agencies as agreed upon between the Los Alamos MainStreet Program and County. The County shall provide, to the extent permitted by New Mexico law and subject to a budget approved by the Los Alamos County Council, financial support through the contracting process with the Los Alamos MainStreet Program to work on County's behalf in community economic development efforts. The level of support shall be determined annually through County's budgeting and contracting process.

4. County hereby approves the execution by the County Manager of the Memorandum of Understanding entitled "Biennial Memorandum of Understanding (MOU) 2024-2026," Los Alamos MainStreet, incorporated herein by reference in its entirety.

5. County Council, the Council Chair, other County officials, the County Manager, and County staff are hereby authorized to take all action necessary to carry out the provisions of this Resolution.

PASSED AND ADOPTED this 25th day of June 2024.

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

**Denise Derkacs,
Council Chair**

ATTEST:

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



NEW MEXICO **MAINSTREET**[™]

ENGAGE PEOPLE • REBUILD PLACES
REVITALIZE ECONOMIES

Biennial Memorandum of Understanding (MOU)

July 1, 2024 – June 30, 2026

Between

New Mexico MainStreet Program,

The Los Alamos County, and Los Alamos MainStreet and Creative District

The State of New Mexico's Economic Development Department seeks to increase the number of jobs and businesses, sustain and expand existing businesses, mitigate commercial leakage, support local entrepreneurs in start-ups, and improve property values within traditional and historic commercial districts. To that end, it has dedicated resources, professional assistance, and services to partnering municipalities and local MainStreet organizations representing stakeholders within the designated commercial district through the New Mexico MainStreet (NMMS), New Mexico Arts & Cultural Districts (ACD), and New Mexico MainStreet Project-Based Initiative programs which include: Frontier and Rural Communities Initiative (FRCI), Native American Communities Initiative (NACI), and Urban Neighborhood Commercial Corridors (UNCC). The partners of this Biennial Memorandum of Understanding (MOU) agree to dedicate collaborative resources, adopt local economic growth and revitalization tools, and establish economic development funding for operations and program implementation to restore economic vitality within the MainStreet economic redevelopment district.

New Mexico MainStreet is a designated "Main Street America" State Coordinating Program. Main Street America (MSA) is a program of the nonprofit National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department (NMEDD) is licensed and accredited annually to administer the **NMSC's Main Street Approach**[™] to downtown revitalization. It does this through the development of "Economic Transformation Strategies" that are implemented through comprehensive work in four broad areas known as the **Four Points**: *Economic Vitality, Design, Promotion, and Organization*.

Through the execution of this biennial MOU, the New Mexico MainStreet program establishes an economic development partnership with local, eligible communities. NMEDD, by New Mexico State Statute (New Mexico MainStreet Act 3-60B-1 to 3-60B-4 NMSA 1978, as amended 2013, and the Arts and Cultural District Act 2007), is authorized to select local partners to participate in the New Mexico MainStreet's program based on the standards and principles set forth by the MSA/NMSC when resources and legislative appropriation allows. Local partners (the local revitalization organization and the local governing body), join their resources (human, social, and financial) to directly support the economic development of the district.

As a Main Street America State Coordinating Program, NMMS provides local MainStreet organizations and their local government partners with resources, training, and technical services that enhance local culture and heritage,

and build the economic vitality of each participating community's downtown, village plaza, town center, courthouse square, historic commercial corridor, or traditional neighborhood business district.

The local government partner (municipal, county, or tribal government) financially supports community economic development work within the dedicated MainStreet district for both operations and program implementation through a service contract with the local, state-designated MainStreet organization. Since the NMMS program and its designation of local partners are established by state statute, and with the understanding that the service contract binds the local MainStreet organization to the implementation of economic development projects which have a fair-market value in exchange for funds received, local government partners remain in compliance with the anti-donation clause of the New Mexico Constitution.

The local MainStreet organization is an economic development organization comprised of district and community stakeholders, whose programs, projects, and activities enhance the local downtown economy and contribute to the quality of life of its citizens. The organization builds local partnerships to leverage resources and buy-in for the revitalization of the district.

This MOU commits partners to the criteria defined in New Mexico MainStreet Program Guidelines (Attachment 1).

This MOU covers a period of two (2) years beginning July 1, 2024. Once fully executed by all parties on the signature page below, it replaces any previous Letters of Agreement, Letter of Understanding, or MOU related to the NMMS program of the NMEDD.

I. PARTICIPATION AND COMMITMENT UNDER THIS MEMORANDUM OF UNDERSTANDING

The local Governing body of the Los Alamos County and the Los Alamos MainStreet and Creative District agree to abide by the eligibility and participation requirements as set forth below. The local governing body's official representative and the steering committee or Board of the local MainStreet program have read and understand the Accreditation requirements of the NMMS Program and the MSA "Accreditation Standards" as set forth in Attachment 1.

II. REQUIREMENTS OF THE LOCAL MAINSTREET ORGANIZATION – LOS ALAMOS MAINSTREET AND CREATIVE DISTRICT

- A. Provide community economic growth revitalization services to the property and business owners and residents of the district through the Main Street Approach™, and in alignment with the guidelines of the MSA/NMSC and locally-established Economic Transformation Strategies (ETS).
- B. The organization and local government partner have a fully executed Memorandum of Understanding (MOU) with the Economic Development Department.
- C. The organization has a separate annual contract of services with the local government partner(s) (municipality, county, and/or tribal government) to implement community economic development initiatives within the designated MainStreet and/or Arts & Cultural District. The organization must supply NMMS with a copy of the executed service contract annually or whenever service contract is renewed.
- D. Work with the local government partner(s) (municipal, county, or tribal government) to ensure that appropriate financial revitalization tools, created through state statute for economic development (inclusive of any statutory changes), are adopted by the local government partner for the MainStreet District. These tools may include the Local Economic Development Act (LEDA), a Metropolitan Redevelopment Area (MRA), District Master Plan, and/or Cultural Economic Development Plan, and related finance mechanisms, such as Tax Increment Finance District (TIF), a Tax Increment Development District (TIDD) and/or a Business Improvement District (BID).
- E. Maintain compliance with all annual nonprofit registration and reporting requirements of the New Mexico Secretary of State's Corporations Bureau, the New Mexico Attorney General's Office (Charitable Organizations Division) and Internal Revenue Service (IRS). The organization files all compliance and related documents to the NMMS Digital Dashboard.

- F. In partnership with the local government partner(s), maintains the minimum required operating budget relevant to the size of the community, neighborhood or district served (Attachment 1, Table 1 for FY25 & Table 2 for FY26).
- G. If established as an independent nonprofit corporation, the organization must have a Board of Directors with oversight of the organization's performance.
 - 1) The Board of Directors agrees to raise additional funds as needed to meet minimum operation budgets for Affiliate and Accredited organizations per the specifications in Attachment 1, Table 1 for FY25 & Table 2 for FY26.
 - 2) The organization must maintain an adequate budget to support training for staff and Board members in nonprofit management and leadership and ensure staff and Board attendance requirements are met.
- H. Establish three (3) NMMS approved Economic Transformation Strategies (ETS) based on adopted economic development plans for the district, implement the work of the *Main Street Approach*[™], and provide evidence of annual progress towards implementation.
 - 1) Economic Transformation Strategies should be developed in consultation with and input from district stakeholders and local government partners.
 - 2) One (1) of the three (3) ETS's should be dedicated to organizational capacity-building activities that directly relate to the organization's/district's specific economic development goals.
 - 3) The organization is required to have a written work plan adopted by the Board of Directors that reflects projects and activities that utilize each of the MainStreet Four Points towards realization of outcomes of the three (3) Economic Transformation Strategies.
- I. Adopt and abide by the following organizational policies as recommended by the IRS and the New Mexico Attorney General's office:
 - 1) Conflict of Interest policy: All members of the Board of Directors or Steering Committee must sign a Conflict-of-Interest Disclosure statement in accordance with the adopted Conflict of Interest policy,
 - 2) Records and Retention and Destruction policy,
 - 3) Whistleblower Protections policy,
 - 4) Fiscal Controls/Financial Management policy, and
 - 5) Non-discrimination/Non-harassment policy.
- J. Upon revision to the local MainStreet organization's operational bylaws and/or amendment of its Articles of Incorporation, the local organization will provide NMMS with updated copies.
- K. Hire an Executive Director to oversee day-to-day operations of the nonprofit (see Attachment 1, Table 1 for FY25 & Table 2 for FY26), to provide outreach and support to the MainStreet District's constituents, attend local and NMMS-produced required meetings and trainings and support the Board and its committees in implementing the goals, projects, and activities outlined in Board-adopted ETS's.
 - 1) The Board of Directors provides the Executive Director with a written job description; an appropriate annual staff work plan based on the organization's annual work plan; and at minimum an annual job performance review.
 - 2) The Board of Directors ensures the Executive Director has an office equipped to conduct the work of the program.
 - 3) The Board of Directors maintains adequate funding for the Executive Director's expenses in building skills knowledge and expertise to assist the organization through the trainings and programs offered by NMMS and Main Street America.
- L. Meet all MSA Accreditation Standards needed to maintain status as a Main Street America Affiliate or Accredited program. Provide evidence of annual compliance with all programmatic requirements of the

NMMS program including legal compliance documents, annual work plans, operating budgets, assessment surveys, progress reporting and adoption of required policies.

- M. Meet all requirements for reporting NMMS reinvestment statistics.
 - 1) The organization agrees to submit Quarterly Reports to NMMS as established by the state legislature, tracking performance measures for the program. Reports are submitted according to the following schedule:
 - 1. The First Quarter Report, July 1 through September 30 is due October 1.
 - 2. The Second Quarter Report, Oct 1 through December 31 is due January 1.
 - 3. The Third Quarter Report, January 1 through March 31 is due April 1.
 - 4. The Fourth Quarter Report, April 1 through June 30 is due July 1.
 - 2) The organization ensures the timely filing of all other reports and surveys required by Main Street America/National Main Street Center, the State Legislature, the NMEDD, and, as required by local governmental partners.
- N. Staff and Board members must participate in an annual NMMS program review and accreditation process to review organization and staff performance and qualification for Main Street America Accreditation.
- O. Notify NMMS of any changes to contact information for the local program office, Executive Director, Board President, Board Members and Committee Chairs.

III. REQUIREMENTS OF THE LOCAL GOVERNMENT PARTNER – LOS ALAMOS COUNTY

The Main Street Approach™ offers community-based revitalization initiatives with a practical, adaptable framework for downtown transformation that is easily tailored to local conditions. The Main Street Approach helps communities get started with revitalization and grows with them over time but also requires a cooperative, working partnership of the public and private sectors to succeed.

With the execution of this MOU, the NMMS program requires each local MainStreet program to have in place a resolution of financial support adopted by the local government stating its support and funding commitment to the local MainStreet organization. A copy of the annual scope of services agreement or service contract should be delivered to the NMMS office as a condition of receiving services or funding from NMMS. Failure to adopt such resolution of financial support, or to provide the required financial resources, may result in the suspension of the services provided by NMMS and designation of the local organization as “inactive.”

- A. NMMS requires the local government partner to enter into an annual service contract (or similar procurement mechanism in accordance with local policies and standards) for such financial support based on the adopted District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan and the adopted ETS's, with the local MainStreet organization.
 - a. Contracts should specify the commitment of resources in accordance with the *New Mexico MainStreet Program Guidelines* (minimum funding contributions by the local government partner are described in Attachment 1, Table 1 for FY25 & Table 2 for FY26) and shall include deliverables and/or services relevant to the revitalization of the downtown MainStreet District and/or Arts & Cultural District under the specifications of an adopted Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan for the District(s) and in alignment with the local MainStreet programs selected ETS's.
- B. Coordinate planning and implementation of revitalization projects through designated/appointed liaisons (local government Manager, Administrator, or Planning Director) that can also be involved and provide feedback on the development and adoption of the local MainStreet organization's Economic Transformation Strategies.
- C. Where applicable, adopt appropriate ordinances, tools (LEDA, etc.), plans (District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan) and include projects on

local Infrastructure Capital Improvement Plans (ICIP) to support the district revitalization. The local government partner will dedicate economic development funding to priority economic development projects identified in adopted ordinances, tools, and plans, and agrees to administer state and federal funds with the MainStreet organization partner.

- D. Partner in public infrastructure reinvestment in the district by administering funds in a timely manner, coordinating projects, and managing capital outlay or other state or federal funds dedicated to MainStreet revitalization projects.
- E. Assist the MainStreet and/or Arts & Cultural District organization, where applicable, with collection and dissemination of relevant information, plans and statistics that support the district economic revitalization or reporting to the New Mexico State Legislature through the NMMS program.

IV. REQUIREMENTS OF THE NEW MEXICO MAINSTREET PROGRAM

NMMS, in consideration of financial resources established annually through the New Mexico State Legislature, will provide the following services and resources to designated MainStreet communities (inclusive of the local government partner, local MainStreet organization, and businesses/property owners within the MainStreet district):

- A. Through its staff or contractors, provide technical assistance (at no cost to the local program/community) relevant to the *Main Street Approach*™ and other commercial district economic growth, revitalization, and management topics. Each local organization may request services from NMMS, through submission of a Service Request Form to the NMMS Director.
- B. Provide trainings, institutes, workshops, and conferences to support the community revitalization work of organizations and local government partners, and the professional development of local MainStreet Executive Directors and Board Members, including Executive Director State-Certification.
- C. Conduct a MainStreet Program Annual Review & Accreditation Process for the local MainStreet organization, a comprehensive assessment of the program's accomplishments under the Main Street Approach™ with recommendations required of the organization as a State-Designated Revitalization Partner.
- D. Seek, manage, and coordinate public resources (capital outlay, public infrastructure, or other state/federal funds) and partnership grants for the implementation of local revitalization projects.
- E. Supply Main Street America network membership dues and discounted registration fees for training, institutes, workshops, and conferences, as funding is available.

V. SUBLICENSES

Designated Main Street America Affiliate and Accredited Programs must sign an annual sublicensing agreement established by Main Street America and implemented through the NMMS State Coordinating Program. The sublicensing agreements establish guidelines for participation and use of Main Street America Logos and Branding.

VI. MAIN STREET AMERICA ACCREDITATION

Designated New Mexico MainStreet organizations can apply for Main Street America Accreditation on an annual basis during the MainStreet Program Annual Review. Local organizations participating in the Accreditation Process must show successful implementation of their associated Four-Point projects toward the realization of their Economic Transformation Strategies, tracking and submitting their performance measures via Quarterly Reports, submitting all required documents and information on the online Main Street America Accreditation Platform, and meeting the Standards of Performance established by MSA (Attachment 1, Section IV, C).

VII. NONCOMPLIANCE

An organization that is unable to meet its programs requirements, particularly meeting minimum budget and staffing, and does not maintain its agreements with local government, or does not follow the *Main Street Approach*™ may lose its MainStreet designation and access to NMMS services and resources will be suspended. The Economic Development Department may also notify programs of termination of the MOU at the New Mexico MainStreet Director's recommendation. Upon cancellation of the MOU, NMMS will no longer provide services to the organization and local government partner, and they will be ineligible to apply for NMMS funding opportunities. The organization may be further prohibited from using the Main Street America name, a trademark of the National Main Street Center, Inc. Inactive programs must reapply to NMMS for designation through the Project-Based Initiatives and NMMS Accelerator Process.

VIII. AGREEMENT

The parties hereunder do mutually agree that they have read and fully understand the obligations and responsibilities in operating as a partner with the New Mexico Economic Development Department's New Mexico MainStreet program as a MainStreet and/or Arts & Cultural District as stated herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU. The parties further agree to abide by the terms of this MOU, implementing it to the best of their ability, with the assistance of services and resources (when available) provided through the New Mexico MainStreet program, and in accordance with the *Main Street Approach*™ as defined by Main Street America/National Main Street Center.

The local MainStreet organization and/or Arts & Cultural District (if applicable), local government partner and New Mexico MainStreet program hereby mutually agree to support the revitalization of the designated MainStreet and/or Arts & Cultural District under the specifications listed herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU.

We do hereby sign:

On behalf of the New Mexico MainStreet Program, a program of the New Mexico Economic Development Department:



4/19/2024

Director, New Mexico MainStreet Program

Date

On behalf of the Local MainStreet and Arts & Cultural District Organization:

President of the Los Alamos MainStreet and Creative District

Date

ACD Coordinating Council/Committee/Taskforce Chair/Representative (if applicable) Date

On behalf of the Local Government Partner:

Mayor/Manager/Representative of the Los Alamos County Date

Please enclose the annual resolution of the City Council, County Commission or Tribal Council identifying financial support for the MainStreet organization. Also attach any other working agreements or contracts between the Los Alamos County and the Los Alamos MainStreet and Creative District.



**NEW MEXICO
MAINSTREET™**
ENGAGE PEOPLE • REBUILD PLACES
REVITALIZE ECONOMIES

Attachment 1: New Mexico MainStreet Program Guidelines

for July 1, 2024 through June 30, 2026

I. Background

***Mission:** The New Mexico MainStreet Program fosters economic development in the state by supporting local MainStreet/Arts & Cultural District revitalization organizations and their local government partner in their economic work in downtowns and adjacent neighborhoods. The Program provides resources, education, training, and services for asset-based economic growth that builds local knowledge and skills based on the Main Street Approach™, which preserves and enhances the built environment, supports district businesses and entrepreneur development, and conserves and interprets local culture and heritage resulting in increased economic vitality of each participating local MainStreet district.*

New Mexico MainStreet is a designated “Main Street America” State Coordinating Program. Main Street America is a program of the nonprofit National Main Street Center, Inc., a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department is licensed and accredited annually to administer the MSA/NMSC’s **Main Street Approach™** to downtown revitalization. It does so through the development of “Economic Transformation Strategies” that are implemented through comprehensive work in four broad areas known as the **Four Points: Economic Vitality, Design, Promotion, and Organization.**

NMMS is delegated by state statute (Main Street Act, NMSA 1978, 3-60B-1 to 3-60B-4 and the Arts and Cultural District Act, NMSA 1978 15-5A-1 to 15-5A-7 NMSA 1978), and through NMEDD, to assist communities in building capacity in community economic development that creates jobs, supports commercial property owners, mitigates leakage of economic resources, grows businesses, encourages and supports entrepreneurship, benefits the local economy, and raises the quality of life for its residents. The NMMS program was launched in 1984 and accepted its first designated organizations in 1985. NMMS is responsible for coordinating and orchestrating resources, services, and professional technical assistance to its organizations via several programs and initiatives. For more information, visit the NMMS website: www.nmmainstreet.org.

II. New Mexico MainStreet and Main Street America Designations

Local New Mexico MainStreet programs are established as public-private, community economic development partnership programs dedicated to revitalization and economic growth of traditional and/or historic commercial centers. Local programs are tiered, based on local capacity and organizational development, and receive resources, technical assistance, and support from NMMS concurrent with their program designation or authorization.

- A. **New Mexico MainStreet Project-Based Initiatives:** When resources are available to add new MainStreet projects or programs, local communities can enter the NMMS Program by participating in one of NMMS’s *Project-Based Initiatives* and follow-up participation/acceptance into the NMMS *Accelerator*. Applications

can be submitted on a rolling basis; however, interested communities should contact NMMS Leadership to discuss potential projects, receive preliminary approval, and then apply to receive support when NMMS has the available resources to support the proposed project.

- 1) **Frontier and Rural Communities Initiative (FRCI):** The MainStreet Act was amended in 2013 by the State Legislature to establish the Frontier Communities Initiative administered by NMMS to provide project-based community economic development support for rural communities. The FRCI supports communities under 50,000 in population. The 12 to 18-month affiliation with NMMS through the Initiative focuses on one economic development project within a traditional or historic village or town center. The FCI is not open to communities that already have a MainStreet or Arts & Cultural District Program. The program focuses not only on the proposed project, but it also seeks to renew and build leadership in community economic development. It requires a group of stakeholders working in partnership with a local governing body, however, it does not require a non-profit board and paid staff as is required of designated MainStreet Programs.
- 2) **Native American Communities Initiative (NACI):** Building off the success of the Frontier/Rural Communities Initiative, the NACI was created in 2019 to provide specific project-based community economic development support to New Mexico's indigenous communities where the preservation of tribal culture and political sovereignty create different challenges and opportunities than working in rural economic development in general. The 12 to 24-month affiliation with NMMS through the Initiative focuses on one economic development project within a pueblo, reservation, or village or town center. The NACI is not open to communities that already have a MainStreet or Arts & Cultural District Program. Like the FRCI, NACI focuses not only on the proposed project, but it also seeks to renew and build leadership in community economic development. It requires a group of stakeholders working in partnership with a tribal governing body, however, it does not require a non-profit board and paid staff as is required of designated MainStreet Programs.
- 3) **Urban Neighborhood Commercial Corridors Initiative (UNCCI):** The UNCC Initiative is a new pilot program of the New Mexico Economic Development Department's MainStreet program aimed at providing project-based community economic development support to urban neighborhood commercial corridors located in cities with more than 50,000 in population that may currently not have the capacity or resources to start or operate a full-fledged MainStreet Program. Like the FNAC and NACI Initiatives, the UNCC requires a group of stakeholders working in partnership with a local governing body, however, it does not require a non-profit board and paid staff as is required of designated MainStreet programs. Selected communities receive NMMS professional services and technical assistance to implement and complete a community economic development project within 12 to 18 months.

B. New Mexico MainStreet Accelerator: In 2023, New Mexico MainStreet developed a new pathway for local communities to achieve Main Street designation. Organizations and/or communities interested in becoming a Main Street program must first apply to participate in a NMMS project-based initiative – either a Frontier and Rural Communities Initiative, Native American Communities Initiative, or an Urban Neighborhood Commercial Corridor Communities Initiative. Upon successful completion of a project-based initiative, applicants interested in moving toward MainStreet designation will be invited to submit an application for a second project and development of a Revitalization Action Plan that will include both local priorities and benchmarks established by NMMS to guide the applicants progress toward Main Street designation. Revitalization Action Plans should include actions and projects within each of the four points of the Main Street Approach (Organization, Economic Vitality, Promotion, Design), including actions specific to resource development, such as fundraising/ grantwriting, volunteer recruitment, and securing a MOU/service contract with the local municipality.

Upon successful completion of a second project and the development of a Revitalization Action Plan during their participation in a NMMS Project-Based Initiative, the applicant will be eligible to apply for NMMS Accelerator program designation. As a NMMS Accelerator program, the designee will also receive designation as a Main Street America Affiliate program and will embark on achieving the benchmarks established by NMMS and other requirements contained within this document to move them to the next

level. Over a 12-to-18-month timeframe, NMMS will provide guidance and technical assistance throughout the Accelerator to ensure the designee maintains designation as a Main Street America Affiliate when they complete the process. Local communities participating in the Accelerator must demonstrate progress in the implementation of their action plan and secure a commitment from their local government partner to help achieve their economic development goals and pass a resolution of support to provide minimum required funding through a service contract when they complete the process. Upon successful completion of the Accelerator process the organization will begin participating in the Annual MainStreet Program Review & Main Street America Accreditation Process where they will be eligible to receive MSA Accredited status based on their prior 12-month performance and meeting the baseline requirements and six standards of performance established by MSA.

C. Designation as Main Street America Affiliate™ or Accredited™ Program: NMMS, as a licensed and accredited State Coordinating Program, annually awards local Mainstreet programs with a Main Street America Affiliate™ or Main Street America Accredited™ designation based on progress in the prior 12 months toward meeting Main Street America's Performance Requirements and Operating Standards (outlined in Section IV, C of this document).

- 1) **Main Street America Affiliate™** status is for revitalization programs or organizations that have demonstrated a commitment to the comprehensive Main Street Approach™ to District revitalization, have completed the NMMS Accelerator benchmarks, and are building organizational capacity using economic transformation strategies that engage the four points to develop their goals and annual implementation plans. Affiliate Programs are building or re-establishing their operational capacity and their programmatic engagement with demonstrable economic performance toward completing their ETS goals and working to attain Main Street America Accredited designation.
- 2) **Main Street America Accredited™** status is for programs or organizations that demonstrate success in planning, implementing, and measuring successful Economic Transformation Strategies utilizing the Main Street Approach™. Accredited programs have fully engaged Boards, committees or task groups working in all Four Points and a paid Executive Director commensurate with the requirements listed in Table 1 & Table 2 (*Budget and Staffing*) based on the size of the community. Accredited programs establish, monitor, and report rigorous outcome performance measurements and document achievement under all Standards of Performance established by Main Street America.
- 3) **Sublicensing Agreements for Main Street America Affiliate and Accredited programs:**
 - i. New Mexico MainStreet organizations designated as a Main Street America Affiliate or Accredited program must sign an annual sublicensing agreement established by Main Street America and implemented through the NMMS Coordinating Program.
 - ii. The sub-licensing agreements establish guidelines for participation and requisite use of Main Street America Logos and Branding.

D. New Mexico Arts & Cultural Districts Program and Designation: The NM Arts & Cultural Districts Program (ACD), was established by the legislature in 2007 and statutorily attached to New Mexico MainStreet, to assist communities in developing their cultural and creative economy resources to create dynamic and economically vibrant districts. The ACD Program is a joint effort of three state agencies, New Mexico MainStreet, New Mexico Arts Division, and Historic Preservation Division (HPD). The NMMS Director, by statute, serves as the State Coordinator overseeing the ACD program. The New Mexico Arts Commission authorizes new districts, compounds, and institutions based on recommendations from the ACD State Coordinator, and HPD administers the NM State Income Tax Credit for Preservation of Cultural Properties that provides a doubling of the available tax credit when a listed property is located within the boundaries of a State-Authorized ACD.

- 1) **Arts & Cultural District Start-Up Designation:** When state resources allow, municipalities, citizens, designated NMMS programs, or other nonprofit organizations can apply or petition to participate in NMMS's *Creative Economy Jump Start* as the first step toward the *Arts & Cultural District Start-Up Designation*.
 - i. *Creative Economy Jump Start:* The purpose of the *Creative Economy Jump Start* is to work with local Main Street Organizations and non-NMMS communities interested in becoming a NMMS Program to access capacity and identify opportunities with respect to Creative and Cultural Economy work and their potential for designation as a New Mexico State Authorized Arts & Cultural District.
 1. Designated NMMS programs can request to participate in the *Creative Economy Jump Start* by submitting a NMMS Service Request and justification memo outlining the communities creative and cultural assets and potential for designation as a New Mexico State Authorized Arts & Cultural District.
 2. Non-NMMS communities/organizations can apply to participate in the *Creative Economy Jump Start* by applying to NMMS' FRCI, NACI, or UNCCI Project-Based Initiatives.
 - ii. Start-Up Arts & Cultural District Designation:
 1. NMMS Organizations that have successfully completed the initial phases of the *Creative Economy Jump Start* and have effectively documented their potential for State Authorized ACD designation can petition NMMS to enter the ACD Start-Up phase to develop strategies to grow their arts, cultural, and creative economy assets.
 2. When resources are available to add new MS programs, non-NMMS communities that have completed the Creative Economy Jump Start through their participation in one of the NMMS's Project-Based Initiatives and are interested in becoming a NMMS Program with an ACD Designation can apply for participation in a joint/hybrid NMMS Accelerator/ACD Start-Up Process.
 3. ACD Start-Up's must complete the ACD Start-Up Performance Benchmarks that includes organizational, financial, planning, and image development modules that build local capacity, develops local arts and cultural assets, and help develop a cohesive and well-recognized Arts & Cultural district with a high concentration of cultural facilities and programs that serve as the main anchors of economic and destination development. A comprehensive outline of the Start-Up process and list of benchmarks is available for download at www.nmmainstreet.org/resource.

- 2) **State-Authorized Arts & Cultural District Designation:** MainStreet Programs that have completed the ACD Start-Up benchmarks, established arts and cultural assets and programming, have a developed, cohesive, easily recognizable District, and have an adopted Cultural Economic Development Plan can petition the NMMS Director/ACD Coordinator and NM Arts Commission for designation as a State-Authorized Arts & Cultural District. State Authorization:
 - i. Enables the doubling of the state's historic tax credits (up to \$50,000) for rehabilitation of eligible historic commercial properties listed on the State Register of cultural properties within the district's boundary.
 - ii. Enables local MS/ACD program to apply for NMMS Capital Outlay Public Infrastructure projects identified in the adopted Cultural Economic Development Plan.
 - iii. Enables access to NMMS technical assistance to implement arts, cultural, and creative economy projects in the district.
 - iv. Ensures the local ACD district will be included in Statewide branding and marketing of the Districts as an arts and cultural destination.

- v. Through municipal adoption of the Local Economic Development Act (LEDA), qualifying entities under the “cultural facilities” definition can apply for local and state LEDA funds for public/private economic development projects prioritized in the ACD Cultural Economic Development Plan, Master Plan, and/or MRA Plan.
- 3) Start-Up and State-Authorized Arts & Cultural District (ACD) designations are attached to a local MainStreet organization designated by New Mexico MainStreet as an Accredited or Affiliate Main Street America program. These Arts & Cultural Districts are administered by an ACD Coordinating Council that is responsible for developing and implementing Creative Economy projects and activities in the Arts & Cultural District. The ACD Coordinating Council operates under the local MainStreet organizations structure as a Standing Committee or Taskforce and are subject to the policies and procedures of the host organization.

E. *MainStreet programs with Start-Up or State-Authorized Arts & Cultural District (ACD):* In addition to NMMS and National Main Street Operations and Performance Standards (see Section IV. Performance Requirements and Operating Standards), programs with a Start-Up or State-Authorized ACD designation must also meet the following guidelines:

- 1) The organization shall meet all the statutory obligations of the Arts & Cultural District Act (2007).
- 2) The organization shall meet all policy requirements established by the State ACD Council:
 - i. Quarterly/Semi-Annual Reporting
 - ii. Creative economy benchmarks and performance measures
- 3) The organization shall have or will work with their local government partner to complete an ACD Cultural Economic Development Plan adopted by the local governing body.
- 4) MainStreet programs having chosen and received Start-Up or State Authorized ACD designation shall add or dedicate at least one of their ETS’s to ACD/creative economy work.
 - i. The ACD Cultural Economic Development Plan will help guide the development of ACD ETS to grow the District’s Cultural Economy.
 - ii. Goals of the ETS shall be integrated into the annual work plan and budget of the MainStreet organization.
- 5) Establish and maintain a standing ACD Coordinating Council (Committee or Taskforce) dedicated to implementing ACD/creative economy work:
 - i. The ACD Coordinating Council should include artists, artist organizations, and cultural and creative entrepreneurs.
 - ii. The MainStreet Board is responsible for ensuring adequate staffing, resourcing or support to the ACD Coordinating Council.
 - iii. With the support of staff, the ACD Coordinating Council shall prioritize and implement projects in the Board-adopted ETS’s, and in line with the Cultural Economic Development Plan adopted by local government.
 - iv. The Coordinating Council shall contribute to and participate in the annual performance or accreditation reviews conducted by NMMS.
 - v. Please see “*Policy Establishing Guidelines for the ACD Coordinating Council in State-Authorized Arts & Cultural Districts*” for more detailed information.
- 6) ACD staff (and, when possible, ACD Coordinating Council members) shall participate in in NMMS trainings, conferences, and institutes.

III. Economic Transformation Strategies and Community Revitalization

The local MainStreet organization is required to establish and implement three (3) NMMS-approved Economic Transformation Strategies (ETS) for the district based on a market analysis and adopted economic development plans. The local MainStreet organization is expected to engage NMMS, their local government partner, and district stakeholders in the process of developing and adopting their ETS. Of the three ETS, one should be dedicated to organizational capacity building (“Capacity Building Strategy”) and is not directly related to specific economic development goals. An annual work plan is developed based on the three (3) ETS. All work in the Main Street Approach™ and Four-Points (Organization, Design, Promotion, and Economic Vitality), should directly support outcomes established under the ETS strategies. Work teams, task forces or committees are established to implement projects that advance each strategy.

The focus of the MainStreet Program Annual Review & Accreditation Process for each local organization will be based on the positive outcomes of the Board and staff in meeting performance metrics in the annual work plan related to each ETS strategy and the engagement of each of the Four Points by the organization in meeting each strategy.

ETS strategies should be concrete, specifically defined, and achievable with the existing resources of the local organization. Local resources include volunteers established as committees/taskforces/work teams, funding, and adopted revitalization and redevelopment tools necessary for successful completion of each of the annual strategies. Requests for NMMS services, resources and support are available to help achieve these annual economic development strategies.

A. Annual strategies are expected to be informed/guided by:

1) For **Main Street America Affiliate or Accredited programs, or State Authorized Arts & Cultural Districts:**

i. Input from district stakeholders and local government partners, and District Master Plans, Metropolitan Redevelopment Area Plans, District Cultural Economic Development Plans, and/or Comprehensive Economic Plans adopted by the local government partner.

2) For communities engaged in the **New Mexico MainStreet Accelerator or Arts & Cultural District Start-Up:**

i. Input from district stakeholders and local government partners, NMMS Accelerator benchmarks, and related Action Plan or Creative Economy Jump Start Plan

ii. Other Accelerator or Start-Up benchmarks established by NMMS

B. Based on designation of the local **MainStreet and/or Arts & Cultural District** organization as a Main Street America Affiliate™, Main Street America Accredited™ program, NMMS will provide professional assistance and support through the Main Street Four-Point Approach® tied to ETS's and annual work plans via a service request form submitted to NMMS. NMMS will work with the local governing body and the local organization to identify and apply for funding for planning and infrastructure/capital investments within the district identified as priority projects in adopted plans. Priority is given to those MainStreet projects on the Infrastructure Capital Improvement Plans; additional bonus points on competitive applications may also be considered.

IV. Performance Requirements and Operating Standards

A. Requirements for Local MainStreet Organizations

Maintaining a Main Street America Affiliate or Accredited Program enables access to additional specialized technical support, incentive programs, and resources, and serves as a pre-requisite to apply for MainStreet Public Infrastructure funds and operations/project funding through NMMS Partners (MFA, NMFA, FundIt, and other federal, state and foundation grantors partnering with NMMS). Maintaining a Main Street America Accredited program also ensures access to scholarships and grants from the New Mexico Resiliency Alliance (NMRA) and it's funding partners.

New Mexico MainStreet maintains a digital dashboard (www.nmmainstreet.org/dashboard/login.php) to track annual compliance filings and monitor progress toward State Certification and National Accreditation. Main Street America also has a Main Street Accreditation web-based platform (<https://mainstreetreporting.org/login>). Local MainStreet organizations are responsible for uploading compliance and other required filings on both platforms on an annual basis.

A local MainStreet organization designated by NMMS of the NMEDD must meet or exceed the following requirements to maintain its designation:

- 1) *MOU*: The organization has a fully executed Memorandum of Understanding with the Economic Development Department and Local Government Partner.
- 2) *Scope of Services Contract/MOU/LOA with Local Government Partner*: It is required that the local MainStreet organization have a separate annual contract for services with the local government partner to do community economic development work within the designated district, outlining expectations of the local government partner, and clearly defined deliverables for its financial support of the local MainStreet organization. The organization must provide NMMS with a copy of the executed agreement annually.
- 3) *Resolution of Support and Funding by the Local Government Partner* (City Council, County or Tribal Commission). Each MainStreet and/or Arts & Cultural District program must have in place a biennial MOU with NMEDD’s NMMS program and the local governing body, along with an annual/biennial resolution adopted by the local government partner for the term of the MOU stating its support and funding commitment to the local MainStreet organization. If the resolution is for only the first year of this MOU, then a new resolution by the governing body will need to be approved and delivered to NMMS prior to services from NMMS continuing into the second year of the two-year MOU cycle. Failure to adopt such resolution of financial support, or to provide the operational resources to sustain the Public-Private Partnership, may result in the suspension of the services provided by NMMS. The annual funding commitment required of the local government partner is described in Table 1 for FY25 and Table 2 for FY26 below.
- 4) The MainStreet organization is also required to engage in fundraising and resource development activities needed to meet the minimum operational budget requirements for a Main Street America Program (Table 1).

Table 1: FY2025 (July 2024 – June 2025) budget and staffing requirements for New Mexico MainStreet/Main Street America organizations.

	<i>Rural Community</i>	<i>Small Community</i>	<i>Mid-Size Community or Commercial Neighborhood</i>	<i>Large Community or Urban Program</i>
Population	< 5,000	5,001 - 15,000	15,001 - 50,000	> 50,000
Min. Operating Budget for Main Street America Affiliate program	\$25,000	\$45,000	\$60,000	\$100,000+
Min. Operating Budget for Main Street America Accredited Program	\$40,000	\$60,000		\$100,000+
Required Contribution to local MainStreet program by Local Gov’t Partner	\$20,000	\$35,000	\$40,000	\$60,000
Executive Director Staffing Requirement, MainStreet America Affiliate (hrs/wk)	20	30		
Executive Director Staffing Requirement, Main Street	20	40		

America Accredited program (hrs/wk)				
NMMS Accelerator and ACD Start-Up process Designate	\$20,000 from local government; no staffing requirement			

*Note: operating at minimum budget/staffing benchmarks is usually not adequate to advance Four Point projects.

Table 2: FY2026 (July 2025 – June 2026) budget and staffing requirements for New Mexico MainStreet/Main Street America organizations.

	<i>Rural Community</i>	<i>Small Community</i>	<i>Mid-Size Community or Commercial Neighborhood</i>	<i>Large Community or Urban Program</i>
Population	< 5,000	5,001 - 15,000	15,001 - 50,000	> 50,000
Min. Operating Budget for Main Street America Affiliate program	\$25,000	\$45,000	\$60,000	\$100,000+
Min. Operating Budget for Main Street America Accredited Program	\$40,000	\$60,000		\$100,000+
Required Contribution to local MainStreet program by Local Gov't Partner	\$26,000	\$46,000	\$52,000	\$79,000
Executive Director Staffing Requirement, MainStreet America Affiliate (hrs/wk)	20	30		
Executive Director Staffing Requirement, Main Street America Accredited program (hrs/wk)	20	40		
NMMS Accelerator and ACD Start-Up process Designate	\$20,000 from local government; no staffing requirement			

B. Participation Requirements for Local MainStreet/ACD Organizations

The MainStreet/Arts & Cultural District Executive Director and/or appropriate staff should attend NMMS Conferences and Institute training as established by the State Coordinating Program to build their skills and knowledge.

1) Requirements for Executive Directors:

- i. The Executive Director must attend the annual NMMS Conference and NMMS Institute.
- ii. The Executive Director must complete the *NMMS Executive Director Boot Camp and Certification Program* where they will receive one-time training in MainStreet Fundamentals.
 - Executive Directors wishing to substitute equivalent training courses, or to receive a waiver for previously-attended trainings, must obtain prior written approval from NMMS and proper documentation must be provided when courses are completed.

- iii. An Executive Director must attend a Main Street America's national "Main Street Now" conference within the first two years of employment and at least once every four years to keep up-to-date on the accomplishments and innovations of other MainStreet leaders nationally.
 - The organization, through reimbursement or other schedule of payment, assumes the costs of the Executive Director's participation in all required trainings.

2) Board President/Board Members:

- i. The local organization Board President is expected to attend one of the following each year: NMMS Conference, NMMS Institute, or national Main Street Now Conference.
- ii. The Board President and other Board members shall attend any required Board member trainings established by NMMS.

C. Main Street America Standards of Performance

- 1) *Main Street America Accreditation:* Consideration for Accreditation by the Main Street America applies only to those local MainStreet organizations implementing their Economic Transformation Strategies, tracking and fulfilling performance measures, and meeting the MSA/NMSC Standards of Performance, listed below. A comprehensive listing of the indicators and scoring process is available for download at www.nmmainstreet.org/resource.
 1. Broad-based Community Commitment
 2. Inclusive Leadership & Organizational Capacity
 3. Diverse and Sustainable Funding
 4. Strategy-Driven Programming
 5. Preservation-Based Economic Development
 6. Demonstrated Impact & Result

V. Resources Provided by New Mexico MainStreet:

NMMS is funded through the New Mexico State Legislature and provides a variety of resources to designated communities including access to professional technical assistance, economic growth and revitalization supports, networking, and education as described in the following pages:

A. Technical Assistance Services

Through its staff or contractors, NMMS will provide technical assistance (at no cost to local program/community) in a variety of subject areas relevant to the Main Street Approach™ to downtown revitalization, an organization's "Economic Transformation Strategies, and their work in the Four Points: Economic Vitality, Design, Promotion, and Organization. Each local organization may request on-site, email, and/or telephone consultation(s) from NMMS. Access to Technical Assistance is initiated through submission of a Service Request Form to the NMMS Director/ACD Coordinator. Upon receiving the service request, the NMMS Director/ACD Coordinator will assign the appropriate Revitalization Specialist(s) to coordinate, design, and delivery of services, on-site visits and/or other communications. Service request forms, along with descriptions of available services are available online at: nmmainstreet.org/resource/programs/.

Technical Assistance services include, but are not limited to:

- Organization: Organizational development consultants provide facilitation in strategic planning, visioning and mission statements, work plan development, resource development, leadership and volunteer

development, succession planning, nonprofit management, committee training, staff training, and continuous quality improvement of the program.

- Marketing and Promotion: Promotion, Marketing and Graphic Design specialists offer assistance with image development and branding, marketing strategies, logo design, promotional and collateral materials development, event planning, visual merchandising, media relationships, online/social media, publicity and advertising.
- Economic Vitality: Economists, business, and property development specialists provide technical assistance and training in market analysis, business strengthening and recruitment, real estate development, economic development incentives, revitalization financing tools, placemaking, and program progress and impacts monitoring.
- Architectural and Design Services: Architects and Planners provide conceptual design services for façade improvements, floor plans, parking, landscape, signage and interior improvements.
 - a. Design Intensives: Specialized, local volunteer-driven, on-site design intensives are offered by the NMMS Design Team through application (when available) to the MainStreet Placemaking, and MainStreet Façade Squad, and other architectural restoration.
- Planning and Historic Preservation: Planners and design professionals provide assistance in placemaking, historic preservation, community-based planning processes, streetscape design, vehicular and pedestrian circulation enhancements, parks, way-finding design, district master planning, metropolitan redevelopment plans, urban planning, and zoning.
- Arts & Cultural/Creative Economy Resources Development: Cultural Resource consultants, in partnership with staff and consultants from New Mexico Arts, offer technical assistance and services related to protection, development and promotion of arts and cultural resources, cultural facilities and historic properties to enhance the local creative economy supporting cultural entrepreneurs, creative enterprises and industries.

B. Other Resources

New Mexico MainStreet provides a variety of resources and partnerships to assist local communities and organizations with the revitalization of their traditional or historic commercial district. These include:

- Trainings, Workshops, Conferences, and Institutes: Annually, NMMS identifies opportunities for intermediate and advanced-level trainings in specific areas of the Main Street Four-Point Approach® to strengthen and build skills for organizational and municipal leaders and partnering organizations.
 - *Annual NMMS Conference and NMMS Institute*
 - Managing the MainStreet/ACD Nonprofit Corporation training
 - Multi-part series on Grant Writing and Nonprofit Fundraising for local MainStreet leaders
 - *Online trainings*: NMMS provides webinars, videos or other online training opportunities to build capacity of staff, community leaders and organization volunteers in support of the district economic growth and revitalization.
- NMMS Executive Director Boot Camp and Certification Program: Executive Directors who successfully complete the Boot Camp and other required trainings shall automatically qualify as a State-Certified Executive Director.
- Marketing: NMMS and NMEDD provide statewide marketing opportunities for local MainStreet organizations/districts, initiatives and activities through its websites (www.goNM.biz, www.nmmainstreet.org, www.offtheroadnm.org), social media platforms, e-newsletters, and *Choose MainStreet* marketing campaign.

- Information and Networking: Through regular email, list serves, mailings, websites and meetings, NMMS provides timely notice on grant and partnership opportunities, guidance on innovative revitalization tools and techniques, and helps with addressing the multiple challenges that arise during the day-to-day course of each local organization's MainStreet efforts.
- MainStreet Program Annual Review & Accreditation Process Accreditation Process: Accreditation by the Main Street America recognizes achievement under the Standards of Performance established by the Main Street America/National Main Street Center, Inc. NMMS conducts an annual accreditation review – a comprehensive assessment of the program's accomplishments under the Main Street Approach® for the previous calendar year. Participation in the Accreditation review is required and the NMMS Director prepares recommendations for Main Street America based on the performance of the previous 12 months. Main Street America Accreditation is also contingent upon meeting all compliance requirements listed in preceding sections.
- Main Street America/National Main Street Network Membership: The state program pays each local organization's annual network membership fee to the MSA. Membership benefits include the monthly *Main Street News*, discounted conference and workshop registration fees, access to members-only informational resources on the NMSC website, and member rates on publications.
 - Main Street America Conference – Main Street Now: Annually, NMMS provides discounted basic registration for Main Street America Affiliate and Accredited programs to help each Executive Director attend the Main Street Now conference. Local organizations meeting all annual performance standards for Main Street America Accredited programs are also provided one (1) additional discounted basic registration to the NMSC conference for a member of the Board of Directors when funding is available.
- MainStreet Public Infrastructure Funding: MainStreet America Affiliate, MainStreet America Accredited, and State Authorized Arts & Cultural District programs are eligible to apply for NMMS Capital Outlay Public infrastructure funding for priority pedestrian safety upgrades and infrastructure improvements within designated MainStreet Districts
 - NMEDD works with the State Legislature and Governor to appropriate Public Infrastructure funds, which are then awarded on a competitive basis with particular emphasis on construction-ready projects and organizational commitment to leverage such funds for direct economic growth and private sector reinvestment.
- MainStreet Partnership Grants and Resources: NMMS works closely with several other state agencies including the Tourism Department, Historic Preservation Division, New Mexico Arts Division, and the Department of Transportation as well as other statewide partnering organizations that share a common vision including the New Mexico Coalition of MainStreet Communities (NMCMSC) and the New Mexico Resiliency Alliance (NMRA).
 - The State Coordinating Program also works with statewide nonprofit and corporate funding partner organizations that provide funding opportunities to local MainStreet/ACD programs to access and coordinate resources for district economic development and revitalization projects.



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.: B.

Index (Council Goals): Quality Excellence - Employee Recruitment and Retention; Quality Governance - Fiscal Stewardship

Presenters: County Council - Regular Session

Legislative File: RE0604-24

Title

Incorporated County of Los Alamos Resolution No. 24-18, A Resolution Increasing Pick-up for PERA Contributions Previously Established by Resolution No. 22-23, by Authorizing the Incorporated County of Los Alamos to Pick-up 5.32% for FY25 and 5.47% for FY26 of PERA Member Contributions for Members Covered Under Municipal Police Plan 5

Recommended Action

I move that Council adopt Incorporated County of Los Alamos Resolution No. 24-18, a Resolution Increasing Pick-up for PERA Contributions Previously Established by Resolution No. 22-23, by Authorizing the Incorporated County of Los Alamos to Pick-up 5.32% for FY25 and 5.47% for FY26 of PERA Member Contributions for Members Covered Under Municipal Police Plan 5 as amended.

County Manager's Recommendation

The County Manager recommends that Council adopt Incorporated County of Los Alamos Resolution No. 24-18 (Revised).

Body

On November 15, 2022, the County approved Amendment No. 1 to the Collective Bargaining Agreement (CBA) with the International Union of Police Associations, IUPA, Local #14 and Resolution 22-23. Amendment No. 1 and Resolution 22-23 committed to including an additional pick-up of PERA contributions for the bargaining unit's employees in the Municipal Police Plan 5 through the term of CBA in effect until June 30, 2024.

For FY24, N.M. Stat. Ann. § 10-11-84(C) increased both the employee and employer contribution portions. To remain aligned with the negotiated language in the CBA, the County was required to pass Resolution 23-15. Resolution 23-15 authorized an additional pick-up that reflects 5.17 percent of employee contributions for FY24. After that additional pickup, the employee contribution percentage was 13.63 percent of the employees' salary for FY24. The employer contribution percentage was 25.32 percent of the employees' salary for FY24. Resolution 23-15 outlined this commitment in PERA contributions for PERA Municipal Police Plan 5 members employed by Los Alamos County through FY 2024 and the duration of the CBA in effect until June 30, 2024. Resolution 23-15 is only effective through July 6, 2024.

A new CBA with the International Union of Police Associations, IUPA, Local #14 is on this agenda. Should the Council adopt this CBA, to remain aligned with the negotiated language in

this new CBA and the requirements N.M. Stat. Ann. § 10-11-84(D) and (E) which increases the contribution of the employee and the employer for FY25 and FY26, the County should adopt Resolution 24-18.

Pursuant to NMSA 1978, Section 10-11-84(D), under this Resolution and effective July 7, 2024, through July 6, 2025, Council elects to pick-up 5.32% of employees' contributions for employees covered under the Municipal Police Plan 5. After the pick-up of member contributions, the employees' contribution percentage will be 13.98% of salary, and the Employer pick-up of employees' contributions will be 25.97% of the employees' salaries.

Pursuant to NMSA 1978, Section 10-11-84(E), under this Resolution and effective July 7, 2025, through July 6, 2026, Council elects to pick-up 5.47% of employees' contributions for employees covered under the Municipal Police Plan 5. After the pick-up of member contributions, the employees' contribution percentage will be 14.33% of salary, and the Employer pick-up of employees' contributions will be 26.62% of the employees' salaries.

Since the publishing of the Resolution No. 24-18, two small citation errors were discovered. Attachment F shows the revised resolution with these errors corrected. If this Resolution is adopted, the item will be sent to the PERA Board for final approval which should take place in July of 2024.

Fiscal and Staff Impact/Unplanned Item

There is no fiscal impact as this item is in the approved budget for Police Department. There is minimal staff impact to implement this resolution.

Attachments

- A - Incorporated County of Los Alamos Resolution No. 24-18
- B - Legal Notice of Publication
- C - Resolution 22-23
- D - Resolution 23-15
- E - NMSA 1978, Section 10-11-84
- F - Los Alamos Resolution No. 24-18 - Revised

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 24-18

A RESOLUTION INCREASING PICK-UP FOR PERA CONTRIBUTIONS PREVIOUSLY ESTABLISHED BY RESOLUTION NO. 22-23, BY AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS TO PICK-UP 5.32% FOR FY25 AND 5.47% FOR FY26 OF PERA MEMBER CONTRIBUTIONS FOR MEMBERS COVERED UNDER MUNICIPAL POLICE PLAN 5

WHEREAS, NMSA 1978, Section 10-11-5, authorizes affiliated public employers to be responsible for making contributions of up to seventy-five percent (75%) of its employees' member contributions to the Public Employees Retirement Association (PERA) under certain conditions; and

WHEREAS, on November 15, 2022, the Incorporated County of Los Alamos County Council ("Council") passed Resolution No. 22-23, whereby it committed to be responsible for making additional contributions to PERA wherein the Incorporated County of Los Alamos ("County" or "Employer") agreed to "pick-up" 5% of employees' required contribution for employees covered under the Municipal Police Plan 5. This pick-up contribution resulted in a total Employer contribution of 24.65% of employees' annual base salaries. As a result of the contributions picked-up by the Employer, the employees contribute 13.30% of employees' salaries; and

WHEREAS, pursuant to NMSA 1978, Section 10-11-84(C), under this Resolution and effective July 7, 2024, through July 6, 2025, Council elects to pick-up 5.32% of employees' contributions for employees covered under the Municipal Police Plan 5. After the pick-up of member contributions, the employees' contribution percentage will be 13.98% of salary, and the Employer pick-up of employees' contributions will be 25.97% of the employees' salaries.

WHEREAS, pursuant to NMSA 1978, Section 10-11-84(C), under this Resolution and effective July 7, 2025, through July 6, 2026, Council elects to pick-up 5.47% of employees' contributions for employees covered under the Municipal Police Plan 5. After the pick-up of member contributions, the employees' contribution percentage will be 14.33% of salary, and the Employer pick-up of employees' contributions will be 26.62% of the employees' salaries.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos that:

Section 1. Except as expressly modified by this Resolution No. 24-18, the terms and conditions of Resolution No. 22-23 remain unchanged and in effect.

Section 2. The Incorporated County of Los Alamos, pursuant to NMSA 1978, Section 10-11-5, hereby elects to be responsible for making additional contributions to employees' Municipal Police Plan 5 total member contributions to the Public Employees Retirement Association for the Incorporated County of Los Alamos Municipal Police Plan 5, as detailed in this Resolution 24-18, rates to be effective on the dates noted herein.

PASSED AND ADOPTED this 25th day of June 2024.

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

**Denise Derkacs,
Council Chair**

ATTEST: (Seal)

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

NOTICE OF RESOLUTION NO. 24-18
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 Resolution No. 24-18. This will be considered by the County Council at a public hearing on Tuesday, June 25, 2024, 6:00 p.m., at the County Municipal Building, located at 1000 Central Avenue, Los Alamos, New Mexico 87544. 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 RESOLUTION NO. 24-18
A RESOLUTION INCREASING PICK-UP FOR PERA CONTRIBUTIONS PREVIOUSLY ESTABLISHED BY RESOLUTION NO. 22-23, BY AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS TO PICK-UP 5.32% FOR FY25 AND 5.47% FOR FY26 OF PERA MEMBER CONTRIBUTIONS FOR MEMBERS COVERED UNDER MUNICIPAL POLICE PLAN 5

Council of the Incorporated County of Los Alamos

By: /s/ Denise Derkacs, Council Chair

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

PUBLICATION DATE: Thursday, June 13, 2024



INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 22-23

A RESOLUTION AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS TO PICK-UP 5% OF THE PERA MUNICIPAL POLICE PLAN 5 MEMBER CONTRIBUTIONS AS NOTED HEREIN

WHEREAS, NMSA 1978, Section 10-11-5, authorizes affiliated public employers to be responsible for making contributions of up to seventy-five percent (75%) of its employees' member contributions to the Public Employees Retirement Association (PERA) under certain conditions; and

WHEREAS, on July 1, 2019, the Incorporated County of Los Alamos ("County") entered into Collective Bargaining Agreement (CBA) with the International Union of Police Associations, AFL-CIO, Local 14; and

WHEREAS, on November 15, 2022, the County entered into Amendment No. 1 to the CBA with the International Union of Police Associations, AFL-CIO, Local 14 committing to include an additional pick up for the bargaining unit employees in the Municipal Police Plan 5, as allowed by NMSA 1978, Section 10-11-5; and

WHEREAS, the Incorporated County of Los Alamos County Council desires to pick up 5% of employee contributions for employees covered under Municipal Police Plan 5. After the pickup of member contributions under this Resolution, the employee contribution percentage will be 13.30 percent of the employees' salary and the employer contribution percentage will be 24.65 percent of the employees' salary; and

WHEREAS, pursuant to NMSA 1978, Section 10-11-5, this Resolution is irrevocable (subject to the exceptions set forth in Section 10-11-5) and shall apply to all employees within the Municipal Police Plan 5.

THEREFORE, BE IT RESOLVED, that the Incorporated County of Los Alamos, pursuant to NMSA 1978, Section 10-11-5, hereby elects to be responsible for making additional contributions to employees' total member contributions to the Public Employees Retirement Association for the Incorporated County of Los Alamos, Municipal Police Plan 5, as detailed in this Resolution 22-23, to be effective December 11, 2022.

PASSED AND ADOPTED this 15th day of November 2022.

COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

Randall T. Ryti

**Randall T. Ryti,
Council Chair**

ATTEST: (Seal)

Naomi D. Maestas

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





INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 23-15

A RESOLUTION INCREASING PICK-UP FOR PERA CONTRIBUTIONS PREVIOUSLY ESTABLISHED BY RESOLUTION NO. 22-23, BY AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS TO PICK-UP 5.17% FOR FY24 OF PERA MEMBER CONTRIBUTIONS FOR MEMBERS COVERED UNDER MUNICIPAL POLICE PLAN 5

WHEREAS, NMSA 1978, Section 10-11-5, authorizes affiliated public employers to be responsible for making contributions of up to seventy-five percent (75%) of its employees' member contributions to the Public Employees Retirement Association (PERA) under certain conditions; and

WHEREAS, on November 15, 2022, the Incorporated County of Los Alamos County Council ("Council") passed Resolution No. 22-23, whereby it committed to be responsible for making additional contributions to PERA wherein the Incorporated County of Los Alamos ("County" or "Employer") agreed to "pick-up" 5% of employees' required contribution for employees covered under the Municipal Police Plan 5. This pick-up contribution resulted in a total Employer contribution of 24.65% of employees' annual base salaries. As a result of the contributions picked-up by the Employer, the employees contribute 13.30% of employees' salaries; and

WHEREAS, pursuant to NMSA 1978, Section 10-11-84(C), under this Resolution and effective July 9, 2023, through July 6, 2024, Council elects to pick-up 5.17% of employees' contributions for employees covered under the Municipal Police Plan 5. After the pick-up of member contributions, the employees' contribution percentage will be 13.63% of salary, and the Employer pick-up of employees' contributions will be 25.32% of the employees' salaries.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos that:

Section 1. Except as expressly modified by this Resolution No. 23-15, the terms and conditions of Resolution No. 22-23 remain unchanged and in effect.

Section 2. The Incorporated County of Los Alamos, pursuant to NMSA 1978, Section 10-11-5, hereby elects to be responsible for making additional contributions to employees' Municipal Police Plan 5 total member contributions to the Public Employees Retirement Association for the Incorporated County of Los Alamos Municipal Police Plan 5, as detailed in this Resolution 23-15, rates to be effective on the dates noted herein.

PASSED AND ADOPTED this 2nd day of May 2023.

COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

Denise Derkacs

**Denise Derkacs,
Council Chair**

ATTEST: (Seal)

Naomi D. Maestas

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



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Pages: 1 Fees: 0.00
Naomi D. Maestas, County Clerk
Los Alamos County NM
anna.archuleta

[N.M. Stat. Ann. § 10-11-84](#)

Current through all chaptered acts of the 2024 Regular Session.

Michie's™ Annotated Statutes of New Mexico > Chapter 10 Public Officers and Employees (Arts. 1 — 17) > Article 11 Retirement of Public Officers and Employees Generally (§§ 10-11-1 — 10-11-143)

10-11-84. Municipal police member coverage plan 5; member contribution rate.

A member under municipal police member coverage plan 5 shall contribute sixteen and three-tenths percent of salary starting with the first full pay period in the calendar month in which municipal police member coverage plan 5 becomes applicable to the member, except that a member whose annual salary is greater than twenty-five thousand dollars (\$25,000) shall contribute:

- A. prior to July 1, 2022, seventeen and eight-tenths percent of salary;
- B. beginning July 1, 2022 and continuing through June 30, 2023, eighteen and three-tenths percent of salary;
- C. beginning July 1, 2023 and continuing through June 30, 2024, eighteen and eight-tenths percent of salary;
- D. beginning July 1, 2024 and continuing through June 30, 2025, nineteen and three-tenths percent of salary; and
- E. beginning July 1, 2025 and thereafter, nineteen and eight-tenths percent of salary.

History

Laws 1987, ch. 253, § 84; [2013, ch. 225, § 65](#); [2020, ch. 11, § 41](#), effective July 1, 2020.

Annotations

Notes

Amendment Notes

The 2013 amendment, effective July 1, 2013, added “except that a member whose annual salary is greater than twenty thousand dollars (\$20,000) shall contribute seventeen and eight-tenths percent of salary” and made a stylistic change.

The 2020 amendment, in the introductory language, substituted “twenty-five thousand dollars (\$25,000)” for “twenty thousand dollars (\$20,000)” and deleted “seventeen and eight-tenths percent of salary” at the end; and added A through E.

Severability.

As to severability of the 2013 act, please see the note under [10-11-2 NMSA 1978](#).

Michie's TM Annotated Statutes of New Mexico
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End of Document

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 24-18

A RESOLUTION INCREASING PICK-UP FOR PERA CONTRIBUTIONS PREVIOUSLY ESTABLISHED BY RESOLUTION NO. 22-23, BY AUTHORIZING THE INCORPORATED COUNTY OF LOS ALAMOS TO PICK-UP 5.32% FOR FY25 AND 5.47% FOR FY26 OF PERA MEMBER CONTRIBUTIONS FOR MEMBERS COVERED UNDER MUNICIPAL POLICE PLAN 5

WHEREAS, NMSA 1978, Section 10-11-5, authorizes affiliated public employers to be responsible for making contributions of up to seventy-five percent (75%) of its employees' member contributions to the Public Employees Retirement Association (PERA) under certain conditions; and

WHEREAS, on November 15, 2022, the Incorporated County of Los Alamos County Council ("Council") passed Resolution No. 22-23, whereby it committed to be responsible for making additional contributions to PERA wherein the Incorporated County of Los Alamos ("County" or "Employer") agreed to "pick-up" 5% of employees' required contribution for employees covered under the Municipal Police Plan 5. This pick-up contribution resulted in a total Employer contribution of 24.65% of employees' annual base salaries. As a result of the contributions picked-up by the Employer, the employees contribute 13.30% of employees' salaries; and

WHEREAS, pursuant to NMSA 1978, Section 10-11-84(DG), under this Resolution and effective July 7, 2024, through July 6, 2025, Council elects to pick-up 5.32% of employees' contributions for employees covered under the Municipal Police Plan 5. After the pick-up of member contributions, the employees' contribution percentage will be 13.98% of salary, and the Employer pick-up of employees' contributions will be 25.97% of the employees' salaries.

WHEREAS, pursuant to NMSA 1978, Section 10-11-84(EG), under this Resolution and effective July 7, 2025, through July 6, 2026, Council elects to pick-up 5.47% of employees' contributions for employees covered under the Municipal Police Plan 5. After the pick-up of member contributions, the employees' contribution percentage will be 14.33% of salary, and the Employer pick-up of employees' contributions will be 26.62% of the employees' salaries.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Incorporated County of Los Alamos that:

Section 1. Except as expressly modified by this Resolution No. 24-18, the terms and conditions of Resolution No. 22-23 remain unchanged and in effect.

Section 2. The Incorporated County of Los Alamos, pursuant to NMSA 1978, Section 10-11-5, hereby elects to be responsible for making additional contributions to employees' Municipal Police Plan 5 total member contributions to the Public Employees Retirement Association for the Incorporated County of Los Alamos Municipal Police Plan 5, as detailed in this Resolution 24-18, rates to be effective on the dates noted herein.

PASSED AND ADOPTED this 25th day of June 2024.

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

**Denise Derkacs,
Council Chair**

ATTEST: (Seal)

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



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.:	A.
Index (Council Goals):	Economic Vitality - Housing
Presenters:	Paul Andrus, Community Development Director and Dan Osborn, Housing and Special Project Manager
Legislative File:	18837-24

Title

Affordable Housing Plan Final Draft Overview

Body

The County, region, and nation are experiencing an acute shortage of housing. This lack of housing affects the quality of life for people who live in and work in the county and creates a problem for the local economy, which depends on a diverse labor force that supports not only knowledge based and skilled workers but also small businesses, services, trade, retail, and other lower-paying local jobs.

This plan updates and will replace the 2010 Los Alamos County Housing Plan with data required by the New Mexico Mortgage Finance Authority (MFA). MFA has completed their review of the plan and provided a letter of approval (Attachment C).

It further incorporates and builds upon information from the 2010 Housing Plan, the 2019 Los Alamos County Housing Market Needs Analysis, and the 2020 North Mesa Housing Study. To assess housing development conditions and community needs, meetings were held with key housing experts including Los Alamos County staff members, local housing developers, housing program service providers, social services providers, the Economic Vitality Action Team (EVAT), and local individuals conducting research into the community needs. In addition, data was collected about the housing market and housing needs from third-party sources that included:

- US Census, American Community Survey, Five-Year Estimates, 2018-2022
- Los Alamos County Housing Market Needs Analysis, 2019
- Los Alamos County Community Housing Preferences Survey & County Employee Housing Needs Survey, 2019
- Los Alamos National Laboratory Economic Impact Report, 2023
- Santa Fe Association of Realtors
- Los Alamos County Employee Housing Survey, December 2023
- Laboratory Employee Demographics and Housing Demand Report, April 29, 2024
- Stakeholder interviews, Sites-SW, 2024

The State of New Mexico enacted amendments to the New Mexico Affordable Housing Act in 2007 ("Act"). The Act requires the local governing body to adopt an Affordable Housing Plan ("Plan") and Ordinance if it wishes to provide donations towards affordable housing.

Affordable housing projects are residential housing primarily for persons or households of low- to moderate-income. Through the MFA, the Act permits State and local governments latitude to provide or pay the cost of land, buildings, and necessary financing for affordable housing projects.

This specifically includes, “*the land upon which affordable housing will be constructed; buildings that will be renovated, converted or demolished and reconstructed as affordable housing; the costs for acquisition, development, construction, financing, and operating or owning affordable housing; or the costs of financing or infrastructure necessary to support affordable housing*”.

The purpose of the Plan is to establish continued compliance with the New Mexico Affordable Housing Act while demonstrating a need for affordable housing services and justification for financial support by the county. This Plan identifies barriers to affordable housing and offers goals and recommendations - the Toolbox - to address them. In conjunction with the forthcoming Ordinance, this Plan permits Los Alamos County to provide public financial support for affordable housing assistance.

Analyses conducted for this plan indicate that such donations are warranted up to 120% Area Median Income to help the County accomplish its housing goals.

Attachments

A - Affordable Housing Plan Draft

B - Presentation

C - Approval Letter from MFA



LOS ALAMOS

Affordable Housing Plan

MFA - Approved Draft for Council Review - June 2024

Prepared By
Sites Southwest LLC

ACKNOWLEDGEMENTS

Los Alamos County Council

Denise Derkas, Chair
Theresa Cull, Vice Chair
Melanee Hand, Councilor
Suzie Havemann, Councilor
Leith Lepsch, Councilor
David Reagor, Councilor
Randi Ryti, Councilor

Los Alamos County Staff

Anne Laurent, County Manager
Paul Andrus, Community Development Director
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Manager
Anita Barela, CDD Housing Specialist
Jessica Strong, Social Services Manager
Deni Fell, Case Coordination Specialist
Lucas Fresquez, Chief Deputy Assessor
Larissa D. Breen, Assistant County Attorney
Adrienne Lovato – Senior Management Analyst
David Martinez – Chief Building Official/Building
Safety Manager

Economic Vitality Action Team

Patrick Gabriel Duran, Economic Development Specialist, LANL Community Partnerships Office
Tony Fox, White Rock Resident (Interim CEO LANL Foundation),
Mike Holtzclaw, Chancellor, UNMLA
Paul Johnson, CFO, Zia Credit Union
Kathy Keith, Director, LANL Community Partnerships Office
Lauren McDaniel, Executive Director, LACDC
Jim McGonnell, CFO, Los Alamos Medical Center
Cindy Rooney, Advisor to UNMLA
Bret Simpkins, Associate Director of Facilities & Operations, LANL
David Teter, Associate Laboratory Director for Infrastructure and Capital Projects
Prisca Tiasse, Executive Director, The Community Lab

Special Contributors

Steve Bruger, Executive Director, Los Alamos Housing Partnership
Cindy Hollabaugh, Housing Programs Manager, Los Alamos Housing Partnership
Stephanie Nakleh, Co-Founder & Journalist, Boomtown Los Alamos
Donna Reynolds, Government Affairs Director, Santa Fe Association of Realtors
Miles Conway, Executive Officer, Santa Fe Area Home Builders Association
Renee King, Program Manager, Santa Fe Civic Housing Authority
Dan Terlecki, Low-Income Housing Tax Credit Developer, Bethel Development
Christine McDonald, Residential Developer, The Peters Corporation

Sites Southwest

Carlos Gemora, Project Manager, Sites Southwest
Allie Caskey, Planner, Sites Southwest

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Section 1. Executive Summary

To achieve a vibrant and functional community with desired services and robust economic activity, it is essential to have housing that is available and affordable to a variety of different people at all income levels, stages of life, and working in different industries. This requires housing that is available and affordable to scientists, small business owners, retail and service workers, teachers, construction workers, doctors, and firefighters.

In Los Alamos, this will require more:

- Housing development with diverse options, especially “missing middle,” compact, efficient, and higher-density housing types
- Housing that is reserved or set aside for targeted incomes, especially low- but also moderate-income households
- Housing assistance for those most in need, including rental vouchers, downpayment assistance, and home rehabilitation

This plan provides the necessary data to justify public assistance and donations that achieve affordable housing for low- and moderate-income households (up to 120% Area Median Income). Additionally, this plan recommends goals and strategies effective in addressing affordable housing needs.

Addressing housing requires a large toolbox of different strategies and Los Alamos should act quickly to develop organizational capacity and implement projects. While additional studies can help determine the most effective strategies or how best to proceed with implementation, the priority should be the implementation and adaptation of programs based on community values.

To create a thriving, vibrant community, Los Alamos must provide more diverse housing options, must reserve housing for low- and moderate-income families, and must help those most in need.

Existing Conditions

Los Alamos County faces an acute shortage of housing. This lack of housing affects quality of life, diminishes the strength and diversity of the local economy, and reduces the quantity and diversity of residents who live and contribute to the community.

Los Alamos has a unique housing problem parallel to its unique geography and economy. Its secluded mountainous location corresponds to difficult topography, limited land, and costly development, but also idyllic beauty and desirable real estate. The economy is driven by Los Alamos National Laboratory (LANL) which anchors more than eighteen thousand highly skilled, highly paid employees which brings revenue but also overwhelming demand and competition for limited housing.

The shortage of available housing means that a significant proportion of the workers who perform core and essential community services are unable to find available housing and are excluded from joining the community as residents. This reduces community diversity, inhibits small and local businesses, and makes it more difficult to retain essential workers like schoolteachers, trade workers, and health and legal practitioners.

The shortage of available housing combined with particularly high wages from the professional and scientific industry results in competition for limited housing units and inflated housing costs. The community is replete with anecdotal stories about rushed decisions, waiting lists, living in unsatisfactory conditions, and finding places off the market. This scarcity affects all residential units and even hotels but is particularly dire concerning rental housing. Between 2016 and 2020 the rate of vacant rental homes plummeted from around 8 percent (considered a healthy number) to less than 5 percent (considered a minimum for maintenance and turnover) to less than 3 percent¹. Over a similar period, the approximate price of rental units more than doubled².

The conditions facing Los Alamos have long-term impacts that inhibit community and economic resiliency. A loss of core and essential service workers threatens the viability of small and local businesses, inhibits the provision of services, and upends economic diversity and quality of life. Without a high quality of life and economic diversity, Los Alamos will continue to struggle with industry volatility.

¹ See "Housing Availability & Shortage," pg. 21; note that this plan did not evaluate potential unfair or illegal housing activity.

² See "Rental Prices," pg. 26

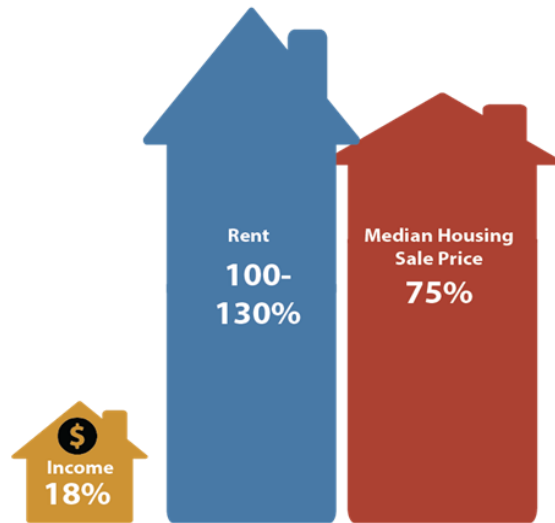
Housing Costs and Affordability

Los Alamos is experiencing a growing divergence between income and the cost of housing. Between 2018 and 2023, average income increased by 18 percent, sales prices increased by 75 percent, and rent increased by approximately 100 to 130 percent³. These market conditions disproportionately impact low- and moderate-income families, seniors, young families with children, and individuals with disabilities.

Rising housing costs can be slow for a community to fully realize. 24 percent of families who rent, for instance, currently pay rent that is considered unaffordable for them (>30 percent gross income⁴). The average rent found on the market, however, would be considered unaffordable for almost half of all renting families.

Analysis was performed to evaluate the gap between median housing costs and the cost of housing that would be affordable to different income levels⁵. In Los Alamos, median home prices exceed what is affordable for low-income households (80% AMI), median-income households (100% AMI), and moderate-income households (120% AMI). Given the difficulty for these income classifications to afford median-priced housing and the lack of available supply, there is a justified rationale to expand incentives to support affordable housing for median- and moderate-income households. This would mean purchasing prices of about \$550,000 and rental prices of about \$3,000.

Change in Income vs. Housing Costs, 2018-2023 (Figure 10, Pg. 27)



³ See "Housing Costs versus Income Trends," pg. 27

⁴ See "Cost-Burdened, Low-Income Needs," pg. 31

⁵ See "Affordability Gaps," pg. 34

Home Purchase Affordability Gap (Table 17, Pg. 34)

Percent of Area Median Income	Annual Income	Affordable Purchase Price ⁶	Median Sales Price (2023)	Gap Between Market Price and Affordability
30%	\$40,900	\$138,000	\$551,500	-\$413,500
50%	\$68,100	\$230,000	\$551,500	-\$321,500
80%	\$108,960	\$368,000	\$551,500	-\$183,500
100%	\$136,200	\$460,000	\$551,500	-\$91,500
120%	\$163,400	\$552,000	\$551,500	\$500
150%	\$204,300	\$690,000	\$551,500	\$138,500
200%	\$272,400	\$920,000	\$551,500	\$368,500

Rental Home Affordability Gap (Table 18, Pg. 34)

Percent of Area Median Income	Annual Income	Affordable Rent (30% Monthly Income)	Existing Median Rent (2024)	Gap Between Market Price and Affordability
30%	\$36,350	\$1,000	\$2,500	-\$1,500
50%	\$60,550	\$1,500	\$2,500	-\$1,000
80%	\$96,840	\$2,500	\$2,500	\$0
100%	\$121,050	\$3,000	\$2,500	\$500
120%	\$145,250	\$3,750	\$2,500	\$1,250
150%	\$181,600	\$4,500	\$2,500	\$2,000
200%	\$193,680	\$4,750	\$2,500	\$2,250

⁶ Affordable purchase prices assume 30 percent of income spent on a monthly mortgage and a 3 percent downpayment (minimum conventional loan).

Market Conditions and Supply

Supply is critical to market health and essential to affordability. In an ideal housing market with a healthy equilibrium, the private market would be capable of providing housing at various price points and with a healthy supply of available units. This would satisfy most of a community's housing needs and thus non-market solutions would only be required for those with the greatest needs.

It would be difficult for Los Alamos to achieve enough supply to have a healthy housing market but it is important to limit the supply-demand discrepancy to better achieve housing affordability, inclusion of low- and moderate-income families, economic vibrancy, and reduce the long-term reliance on public subsidies.

This plan estimates a need for the following new units between 2024 and 2029⁷:

- 1,300 new units are estimated to maintain the status quo, halt the growing shortage of housing, and allow for limited economic and community growth.
- 2,400 new units are estimated to satisfy housing demands, achieve higher levels of affordability, and spur economic and community growth. Greater levels of supply would also reduce the long-term reliance on public subsidies.

Given development challenges and limited land availability, Los Alamos should make every possible effort to ensure that remaining land is developed in the most efficient way possible. This plan recommends encouraging “missing middle” development types and target development densities starting at 10 – 15 dwelling units per acre⁸.

Quantifiable Production and Affordable Unit Goals

The following goals are intended to be difficult, achievable, and meaningful benchmarks for Los Alamos given the limited capacity and mobilization of existing affordable housing programs⁹.

1. **New Housing:** Permit at least 150 units per year with a preferable target of 250 units per year and try to designate at least 15 new units as affordable for low- and moderate-income households.
2. **Renewal and Homebuyer Assistance:** Issue 10 to 15 home renewal and homebuyer assistance grants.
3. **Small Rehabilitation Grants:** Issue 15 to 20 small-scale rehabilitation grants.

⁷ See “Estimated Need for Housing Units,” pg. 37

⁸ See “Housing Types and Density Considerations,” pg. 47





⁹ See “Affordable Housing Unit Targets,” pg. 53

4. Designation of Affordable Units: Conserve or convert 10 to 20 units as affordable for low- and moderate-income households.

These benchmarks are not the full depth or breadth of program needs but are intended to be easy ways to evaluate annual progress and allocate future resources and attention.

Policy Goals and Recommendations

Four policy goals are recommended for Los Alamos County¹⁰. The first focuses on building organizational capacity both within County Government and through external partnerships. The second focuses on achieving more housing affordability through immediate and longer-term solutions. The third focuses on support for housing development to achieve more community and economic resilience. The fourth focuses on accessing funding and resources to support affordable housing programs.

Goal 1	Goal 2	Goal 3	Goal 4
 Organizational Capacity	 Housing Affordability	 Housing Development	 Funding and Resources
<p>To successfully develop and implement affordable housing strategies, Los Alamos must expand organizational capacity, either by increasing internal staffing or partnering with other organizations and entities.</p>	<p>To achieve a vibrant and functional community it is essential to have housing that is available and affordable to low- and moderate-income families like teachers, construction workers, retail and service workers, small business owners, doctors, and government workers.</p>	<p>Los Alamos needs more housing to be inclusive of existing employees and new housing. Especially needed is more housing diversity, such as compact, walkable, environmentally sustainable, dense housing types (greater than 10 dwelling units per acre).</p>	<p>The County should create a permanent Housing Trust Fund to fund the programs outlined in this plan. Revenue could come from: The general fund, local and regional partners, state and Federal programs and grants, taxes, fees, and other sources.</p>

¹⁰ See "Goals, Strategies, and Implementation," pg. 55

Section 2. INTRODUCTION

A. Purpose of the Plan

Los Alamos County is experiencing an acute shortage of housing. The lack of housing affects the quality of life for people who live and work in the county and creates a problem for the local economy, which depends on a diverse labor force supporting not only knowledge workers and skilled labor but also small businesses, service, trade, retail, and other lower-paying local jobs.

The purpose of this plan is to establish continued compliance with the New Mexico Affordable Housing Act while demonstrating a need for affordable housing services and justification for financial support. This plan identifies barriers to affordable housing and offers recommendations to address them. Additionally, in conjunction with Ordinance (_____), this plan permits Los Alamos County to provide public financial support for affordable housing assistance. In short, this plan aims to outline the scope of the problem and assist the County in evaluating a range of strategies necessary to improve access to affordable housing.

B. Methodology

1. Data Collection

The community profile and base information about the housing market and housing needs were collected from third-party sources that include:

- US Census, American Community Survey, Five-Year Estimates, 2018-2022
- US Census, OnTheMap Data, 2021
- US HUD, Income Limits Documentation, 2023
- Los Alamos County Housing Market Needs Analysis, 2019
- Los Alamos County Community Housing Preferences Survey & County Employee Housing Needs Survey, 2019
- Los Alamos North Mesa Housing Study, 2020
- Los Alamos National Laboratory Economic Impact Report, 2023
- New Mexico Department of Workforce Solutions, Quarterly Census of Employment and Wages Annual Report, 2024
- New Mexico Mortgage Finance Authority, NM Housing Strategy, 2022
- Santa Fe Association of Realtors, Market Sales Data, 2023
- Los Alamos County Employee Housing Survey, December 2023
- Laboratory Employee Demographics and Housing Demand Report, April, 2024

2. Local Subject Matter Experts

To assess housing development conditions and community needs, meetings were held with key housing experts including Los Alamos County staff members, local housing developers, housing program service providers, social service providers, the Economic Vitality Action Team, and local individuals conducting research into community needs.

3. Plans and Previously Collected Information

This plan updates and replaces the 2010 Los Alamos County Housing Plan with data required by the New Mexico Mortgage Finance Authority. It incorporates and builds upon information from the 2010 Housing Plan, the 2019 Los Alamos County Housing Needs Analysis, and the 2020 North Mesa Housing Study. The new Los Alamos County Affordable Housing Plan updates necessary information and considers other recent data as noted throughout the document.

C. New Mexico Affordable Housing Act

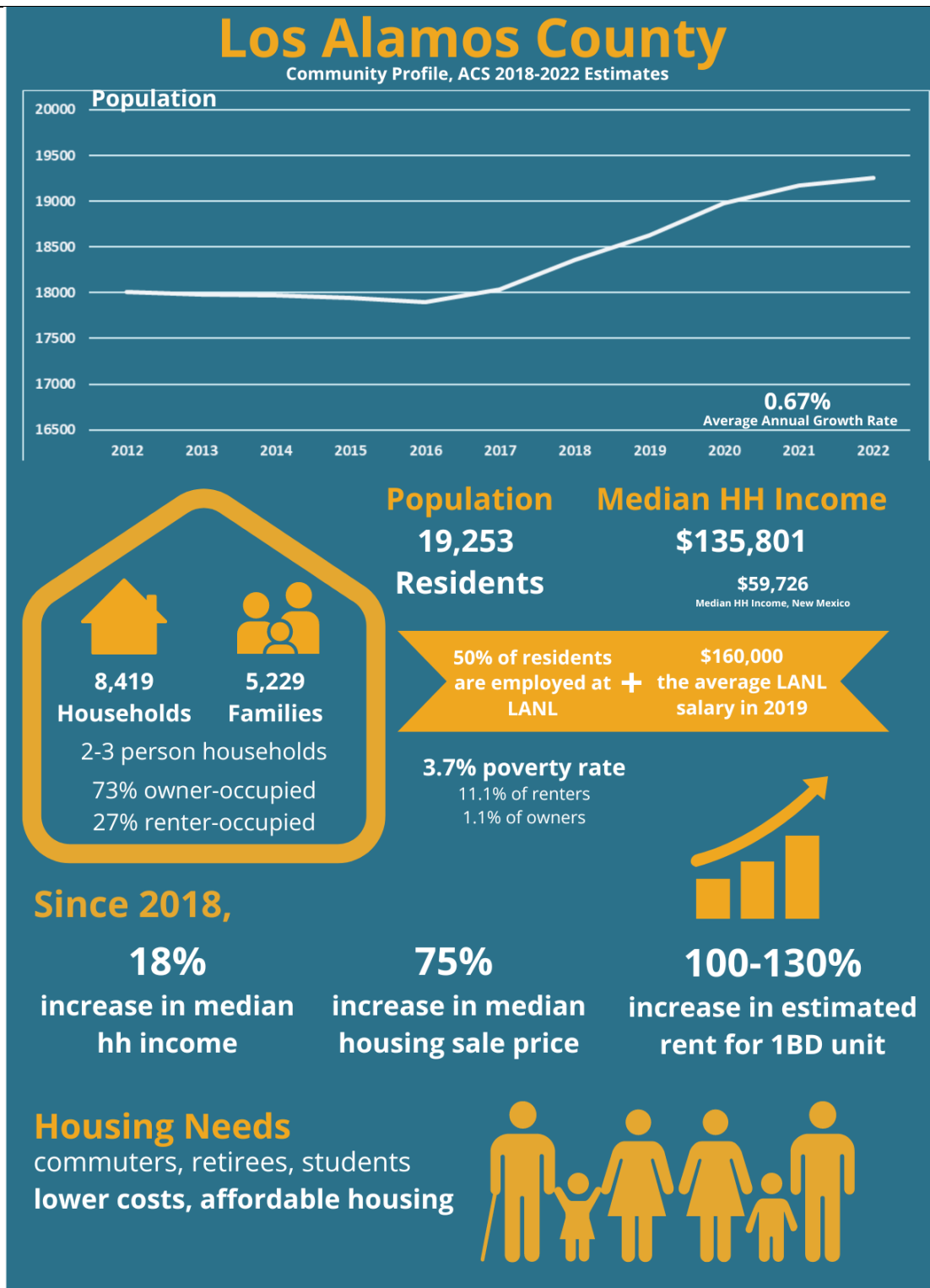
The State of New Mexico enacted amendments to the New Mexico Affordable Housing Act in 2007. The Affordable Housing Act permits State and local governments to provide or pay the cost of land, buildings, or necessary financing for affordable housing projects. Affordable housing projects are residential housing primarily for persons or households of low to moderate income.

Under the provisions of the Act, a municipality may:

- "A. donate, provide, or pay all, or a portion, of the costs of land for the construction on the land of affordable housing.
- B. donate, provide, or pay all or a portion of the costs of conversion or renovation of existing buildings into affordable housing.
- C. provide or pay the costs of financing or infrastructure necessary to support affordable housing projects; or
- D. provide or pay all or a portion of the costs of acquisition, development, construction, financing, operating, or owning affordable housing."

The Act requires the local governing body to adopt an Affordable Housing Plan and Ordinance if it wishes to provide donations or other support towards affordable housing. Analyses conducted for this plan indicate that such donations are warranted up to 120% real Area Median Income (AMI) which will help the County accomplish its housing goals.

Section 3. Community Profile



U.S. Census, ACS: Los Alamos County, 2018-2022 Estimates

A. Demographics

1. Population Trends

The population of Los Alamos County is currently the highest it has ever been at just over 19,000 people: 19,253. Between 2000-2017 the population remained consistent around 18,000 people. The recent population increase is reflected in the county's average annual growth rate (0.67 percent), which is more than double that of the state (0.28 percent), but similar to national growth rates (0.71 percent).

Los Alamos population growth is constrained by a limited supply of developable land and limited residential development which results in a weak correlation between economic growth and population growth. The largest employer in Los Alamos, the Los Alamos National Laboratory (LANL), added more than 4,000 jobs between 2019 and 2023 but the population over the same time period is estimated to have only increased by around 400. This reflects the high percentage of commuters into the County, a limited supply of available housing, and the potential displacement of families with less financial resources by those with more (See "Economy and Commuting" pg. 15).

Residential development has a stronger correlation with population growth. Population growth between 2017 and 2022 is estimated to be around 1,200 people (U.S. Census ACS 5y). Over a similar period of time, more than 400 new dwelling units were constructed which, if inhabited by families (2.95 people per family), would result in an estimated population growth of about 1,100 to 1,200 people. Because Los Alamos County has a relatively high demand for housing and a low supply of available housing, future population trends are expected to be relatively correlated to the number of constructed and occupied housing units.

2. Race/Ethnicity, Age, Sex

The age distribution across residents is comparable to the state, although there is a slightly higher concentration of working-age professionals living in the county and the median age is 41.2 in the County versus 38.6 in the State.

The expansion of LANL by several thousand employees in the last decade has boosted the working-age population. Now that LANL hiring is tapering off, the future could result in comparatively more growth from seniors and others who wish to choose to live in Los Alamos County (either remaining or relocating to the County) versus the middle-aged cohort.

Table 1. Race/Ethnicity, Age, Sex

	LAC	NM
Population	19,253	2,112,463
Average Annual Growth (2012-2022)	0.67%	0.28%
Median Age	41.2	38.6
Age Distribution		
0-19	23.5%	25.2%
20-34	18.3%	20.1%
35-64	40.4%	36.6%
65+	17.8%	18.1%
Race and Ethnicity		
Hispanic or Latino origin (of any race)	18.3%	49.80%
White alone, not Hispanic or Latino	70.5%	35.60%

U.S. Census, ACS: S0101, S0601, DP05, 2012-2022

The racial and ethnic makeups of Los Alamos County's population are notably different from the state figures. New Mexico has a large Hispanic and Latino population, nearly 50 percent of residents, compared to Los Alamos County's 20% percent. This could be reflective of out-of-state hiring, other migratory patterns related to the age and size of Los Alamos, the extremely high cost of living, or other unidentified factors.

B. Household Characteristics

In 2022, there were 8,149 households with an average size of 2-3 people. The median household income was \$135,801 – over twice the state's average of \$59,726 and more than the national average of \$75,149 that same year. This is largely skewed because of the professional and scientific industries and high-wage jobs present at Los Alamos National Laboratory (See "Economy and Commuting" pg. 15).

Table 2. Household/family trends (size) Population of existing households

	2022	% change since 2012
Total Households	8,149	8.7%
<i>Average Household Size</i>	2.35 people	-1.7%
<i>Median HH Income</i>	\$135,801	27.6%
<i>Poverty Rate</i>	3.7%	-24.5%
Total Families	5,229	1.5%
<i>Average Family Size</i>	2.95 people	1.0%
<i>Median Family Income</i>	\$158,708	27.4%
<i>Family Poverty Rate</i>	2.9%	3.6%
Non-family Households	2,920	24.4%
<i>Household living alone</i>	14.1%	-48.2%
<i>65 years and over</i>	6%	-18.9%

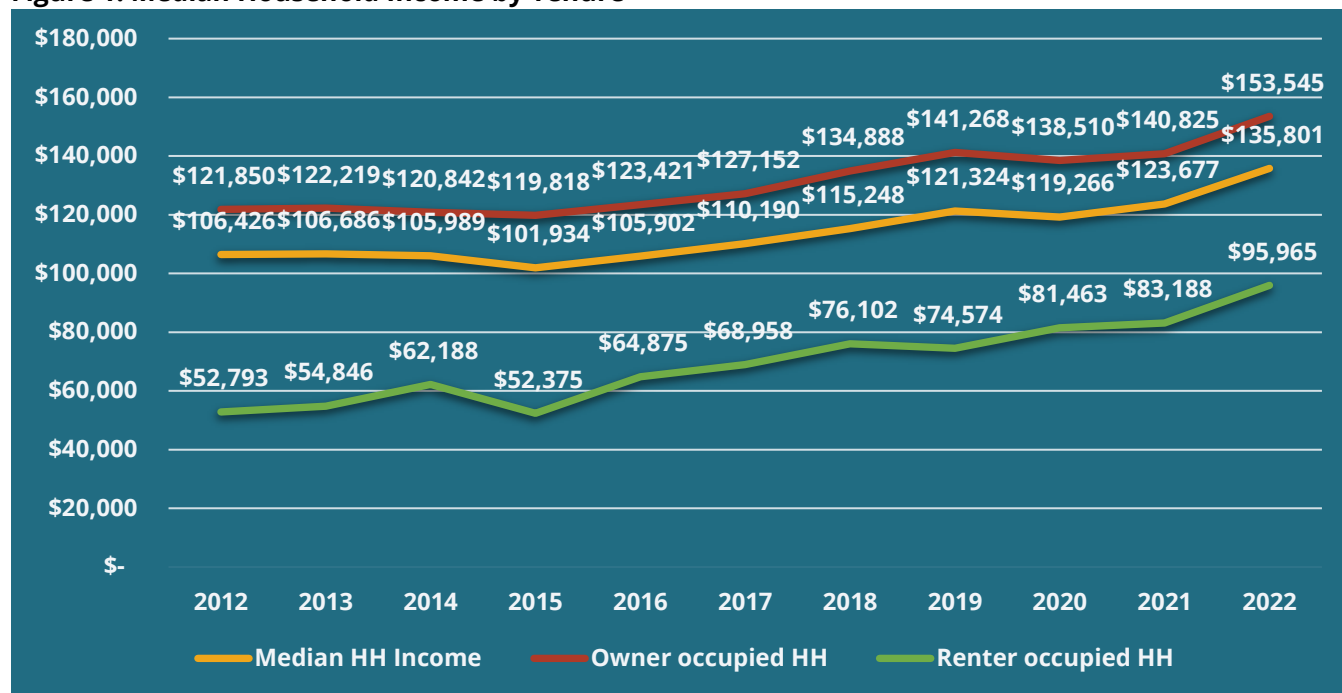
U.S. Census, ACS: S1101, S1903, S1702, 2012-2022.

Out of 8,149 households, 5,229 are reported as families. Family households in Los Alamos County earn a median income of \$158,708, which is double that of that state. Based on employment rates and high wages, a family household making more than median income is likely to have a member of the family employed at Los Alamos National Laboratory.

Nearly 25 percent of households are non-family units; 14 percent of these are occupied by one person, including 6 percent which are primarily occupied by someone who is 65 years and older. The number of households occupied by one person has been decreasing over time, indicating that fewer people are living alone, possibly due to increasing housing costs and less availability of housing units.

1. Household Income

Figure 1. Median Household Income by Tenure



U.S. Census, ACS: B25119, 2018-2022

In 2022, the \$135,801 median income of county households was more than double the state median of \$58,722 and one of the highest-earning counties in the United States. Over half of households have a household income of over \$100,000 annually, which can be attributed to employment at Los Alamos National Laboratory.

The median household income has increased by 27.6 percent over the last 10 years which can be a combination of both increasing wages for existing residents and the ability for higher-wage earners to outcompete lower-income households for limited available housing (shifting demographics towards higher-income households).

2. Family Households

Distinct family types in the county reflect different socioeconomic characteristics. Married-couple households are the highest-earning households, with a median income of \$171,551, or 24 percent more than the average household. There are fewer single male-headed households, although these families tend to be larger than other types. These households also earn more than single-female households or non-family households as their median income is, on average, \$96,402. Single female-headed households are, on average, the smallest household type, and have the lowest median income of the household types. The poverty rate is significantly higher for single female-headed households, nearly 6-8 times greater than the average family or married couple.

Table 3. Population of households

	Total	Married couple	Male householder, no spouse present	Female householder, no spouse present	Nonfamily household
Families	5229	4468	277	484	-
Average family size	2.95	2.97	3.32	2.5	-
Median HH Income	\$158,708	\$171,551	\$96,402	\$81,364	\$91,415
Poverty rate	2.9%	1.7%	N/A	16.5%	-

U.S. Census, ACS: S1903, 2018-2022

3. Housing Tenure

Nearly 73 percent of housing units are owner-occupied, with only 27 percent of units being renter-occupied. Owner-occupied households earn 45 percent more than renter-occupied households, with a median household income of \$153,545. This is evident in the significantly higher poverty rate experienced in renter-occupied households, 11.1 percent compared to owner-occupied households, 1.1 percent.

Table 4. Housing Tenure

	Estimate	Percent
Occupied housing units	8,149	
Owner-occupied Households	5,929	72.8
Median HH Income	\$153,545	
In Poverty	4245	1.1%
Renter-occupied Households	2,220	27.2%
Median HH Income	\$95,965	
In Poverty	984	11.1%
Average household size of owner-occupied unit	2.53	-
Average household size of renter-occupied unit	1.87	-

U.S. Census, ACS: B25008, 2018-2022

C. Affordability & Income Limits

HUD considers affordability to mean housing costs that are at or below 30 percent of a household’s monthly expenses and establishes income limits for federal funding based on this. By this definition, HUD considers households that spend more than 30 percent to be cost-burdened. These expenses depend on what an average household in the surrounding area earns, or the area median income (AMI). Housing assistance eligibility is based on a percentage of the AMI for different size households (see the chart below). The State of New Mexico has established Los Alamos County income limits approved by the New Mexico Mortgage Finance Authority (MFA) for County-funded programs.

Table 5. Affordable Housing - For Purchase (2023; 3-Person Household)

AMI	Annual Income	Monthly Income	Affordable Mort. Payment (30% Monthly Income)	Affordable Mortgage	Down Payment (3% Min Conv.)	Affordable Purchase Price
30%	\$40,900	\$3,408	\$1,023	\$134,062	\$4,146	\$138,000
50%	\$68,100	\$5,675	\$1,703	\$223,218	\$6,904	\$230,000
80%	\$108,960	\$9,080	\$2,724	\$357,150	\$11,046	\$368,000
100%	\$136,200	\$11,350	\$3,405	\$446,437	\$13,807	\$460,000
120%	\$163,400	\$13,617	\$4,085	\$535,593	\$16,565	\$552,000
150%	\$204,300	\$17,025	\$5,108	\$669,655	\$20,711	\$690,000
200%	\$272,400	\$22,700	\$6,810	\$892,874	\$27,615	\$920,000

U.S. HUD, 2024; Sites Southwest, 2024

The MFA income limits recognize that moderate-income households can require assistance to afford housing. Notably,

- An average owner-occupied household (3 people, 100% AMI) earns \$136,200 and is expected to afford a purchase price of \$460,000 and monthly housing costs of \$3,405.
- An average renter-occupied household (2 people, 100% AMI) earns \$121,050 and is expected to afford a month's rent of \$3,000.

Though 30 percent is the highest threshold considered affordable, it should be acknowledged that many households expect to spend significantly less on housing.

Table 6. Affordable Housing - For Rent (2023; 2-Person Household)

AMI	Annual Income	Monthly Income	Affordable Rent (30% Monthly Income)
30%	\$36,350	\$3,029	\$1,000
50%	\$60,550	\$5,046	\$1,500
80%	\$96,840	\$8,070	\$2,500
100%	\$121,050	\$10,088	\$3,000
120%	\$145,250	\$12,104	\$3,750
150%	\$181,600	\$15,133	\$4,500
200%	\$193,680	\$16,140	\$4,750

U.S. HUD, 2024; Sites Southwest, 2024

D. Economy & Commuting

1. Workforce Characteristics

In 2021, 10,577 County residents participated in the workforce which represents 67.5 percent of the working-age population. 7,650 of the County workforce lives and works in Los Alamos, whereas 2,269 of the County workforce commutes to jobs outside of the County. The County also hosted 17,042 workers which represents both County residents and in-commuters that work within Los Alamos.

Net employment has increased by 15 percent since 2017, reflecting rapid hiring at LANL over the past several years. Though this figure is expected to stabilize as LANL hiring efforts plateau, the County has a desire to expand and diversify the economy which is dependent on the ability to provide affordable housing for a growing workforce.

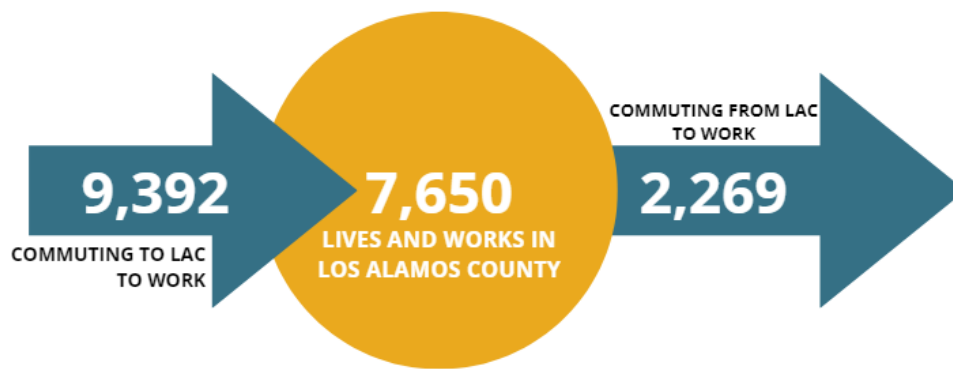
2. Commuting Patterns

Census OnTheMap data estimates that in 2021, nearly 55 percent of the workforce employed in Los Alamos County lived outside of the county. Over 9,300 people commuted in for work, and only 21.8 percent, or 2,200 people, commuted out of the county while living here. This means that a large proportion of people who work in Los Alamos do not participate in the community as residents. Historic survey data and anecdotal evidence suggest that the majority of in-commuters are interested but unable to become residents due to insufficient, unavailable, or unaffordable housing.

**NEARLY 55% OF
THE WORKFORCE
COMMUTES INTO
THE COUNTY**

Commuting figures have been relatively stable over the last decade. Notably, there has been a nearly ten-fold increase in the number of people who report working from home, 11.1 percent in 2022, following trends created by the COVID-19 pandemic.

Figure 2. Los Alamos Commuting Patterns



U.S. Census, OnTheMap Data, Los Alamos County, 2021

Of the employees who commute to Los Alamos County, over 15 percent are employees aged 29 or younger which may capture a large number of service, retail, and student employees.

Table 7. Inflow Job Characteristics

Inflow Job Characteristics (All Jobs), 2021	Count	Share
Internal Jobs Filled by Outside Workers	9,392	100%
Workers Aged 29 or younger	1,573	16.7%
Workers Aged 30 to 54	5,274	56.2%
Workers Aged 55 or older	2,545	27.1%

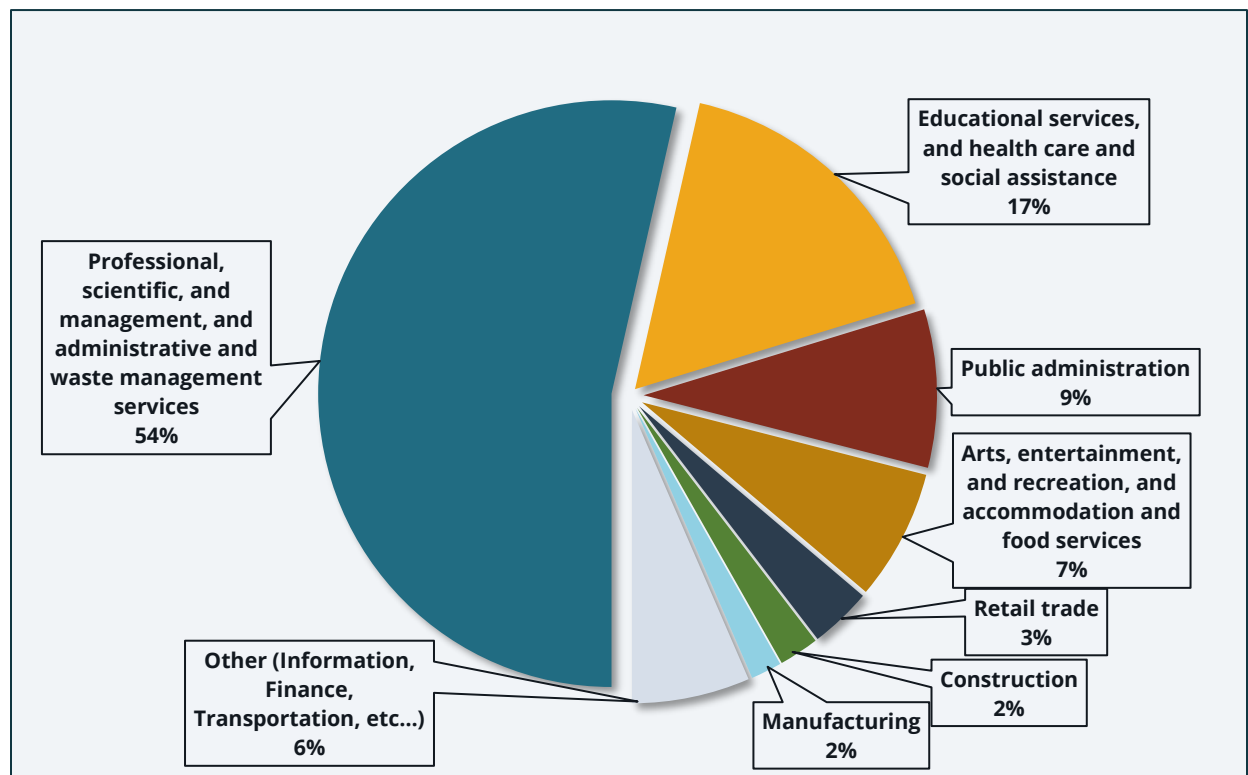
U.S. Census, OnTheMap Data, Los Alamos County, 2021

3. Job and Wage Classification

Los Alamos National Laboratory has a significant influence on the jobs and economy of the County. Over half of residents are employed in the professional, scientific, and management industries (54 percent), mostly at LANL and, in 2023, the lab employed nearly 18,000 people with a \$1.8B payroll (includes craft/contractor salaries).

Other industries with a large workforce include educational services, health care, and social assistance (17 percent), public administration (9 percent), and arts, entertainment, recreation, accommodation, and food services (7.2 percent). These industries employ core and essential service workers who serve the community's cultural, economic, social, and governmental needs. Though sectors with core and essential service workers comprise less than half of the workforce, they are of critical importance to the community.

Figure 3. Employment by Industry



U.S. Census, ACS: DP03, 2018-2022

Los Alamos households have considerably higher wages than the rest of New Mexico, but wages are not equally high across industry classifications. While LANL provides high-quality, very high-paying jobs, the workforce in core services like government, healthcare, education, and retail (nearly 40 percent) are often paid drastically less. A household comprised of two, non-LANL wage earners is likely to be considered low-income or making less than the median household average (see Table 8).

Table 8. Industry Wages

	Mean Wage	% of Employment
Los Alamos National Laboratory	\$160,000*	Approx. 50%
Education, Healthcare, Social	\$49,133	17.0%
Public Administration	\$84,000**	9.0%
Arts, Entertainment, Recreation, Accommodation, Food	\$32,435	7.2%
Retail Trade	\$34,112	3.4%

NM Department of Workforce Solutions, Quarterly Census of Employment and Wages Annual Report (2024); Economic Impact of LANL (2023); Los Alamos County Employee Survey (2023)

** Based on total payroll, including craft/non-contracted employees*

***Based on Los Alamos County average staff wages (2023)*

4. Core and Essential Service Workers

This plan loosely defines core and essential service workers as those who serve, manage, and facilitate necessary community needs. This would include industries like education, healthcare, public administration, retail and service, entertainment, and recreation. Workers in these industries ensure that the core and essential services continue functioning and uphold a community's quality of life.

The disparity in wages, clearly apparent between the two largest employment sectors (see Table 8: LANL ~\$160,000; Education & Healthcare ~\$49,133), hides a need that is not evident when only considering consolidated median incomes and affordability. Even though the Los Alamos median income is more than double that of the state, the fact is that a significant proportion of the workers performing core and essential community services earn wages that are too low to afford housing at Los Alamos market prices. While these jobs are essential to the community, economy, culture, and quality of life, the associated wages are often insufficient to afford housing in the Los Alamos community.

To retain employees at small businesses, retail and service industries, and other lower-income jobs, Los Alamos must have a far greater quantity of housing both affordable and available to low-income households. Similarly, for Los Alamos to retain educators, trade workers, health and legal practitioners, public safety workers, and small business owners, housing affordable to moderate-income households must be accessible in greater capacities than currently present.

To achieve accessibility and affordability for low- and moderate-income households, Los Alamos should enact a mixture of strategies that reserve units for certain income groups, subsidize market-rate housing to reach affordable rates, preserve existing affordable housing, and support housing that is relatively insulated from price inflation and volatility (see Section 7, "Goals and Recommendations").

5. LANL Impact Summary

LANL has a significant influence on the county's economy, including housing, financial, and employment indicators. LANL expanded total employment by several thousand new employees between 2018 and 2024 and, though reduced hiring efforts are expected to continue, LANL administrators confirmed that the number of total employees (approximately 18,000) is likely to be stable over the next few years (Santa Fe New Mexican, April 3, 2024). LANL influence is explored in the following reports:

LANL Economic Impact on New Mexico, LANL, 2023.

LANL published a two-page graphic that describes the impact of the lab on the state's economy in 2023, including economic and workforce development, employment, and small business procurement. In the 2022 fiscal year:

- LANL had a \$4.65B budget with \$1.8B in salaries; the lab contributed \$2.3B in spending, \$1.19B in small business spending, and \$155M in gross receipts tax.
- The lab maintained and reinforced regional workforce development partnerships with educational institutions to align the New Mexico labor force with the needs of the region and the lab itself.

Economic Impact of Los Alamos National Laboratory, UNM BBER, 2019.

In 2019, UNM's Bureau of Business and Economic Research (BBER) published an analysis of the impacts of LANL on the regional and state economies. According to the report, "LANL is responsible for the creation of 24,169 jobs, \$1.82 billion in labor income, and total revenues of \$3.12 billion to businesses in the state." In Los Alamos County alone, the gross payroll is approximately \$783 million for 4,913 employees (excluding CRAFT/Contract employees) which represents an average wage of almost \$160,000 annually.

Laboratory employee demographics and housing demand, LANL, 2023.

A 2023 report from LANL, *Laboratory employee demographics, and housing demand*, describes LANL employee demographics and their housing needs. It included survey results from 36 percent of employees that were hired in the last 5 years.

- In 2018, the lab had 11,743 employees. In 2022, the lab had 15,707 employees. The fast pace of hiring is expected to continue (~2100 people) into 2024 before slowing.
- LANL enrolled 3,637 children under the age of 12 on their health insurance.
- Regarding home ownership, 37 percent of people were looking for a house for less than \$300,000; 45 percent between \$300,000 - \$500,000. Most respondents were looking for a unit between 1,501 and 2,500 sq ft.
- Regarding rental properties, 48 percent of respondents would be interested in renting in the \$1,501-\$2,500 price range; 31 percent prefer less than \$1,500. Respondents also showed a preference for 2-and 3-bedroom units.

Section 4. Housing Market Analysis

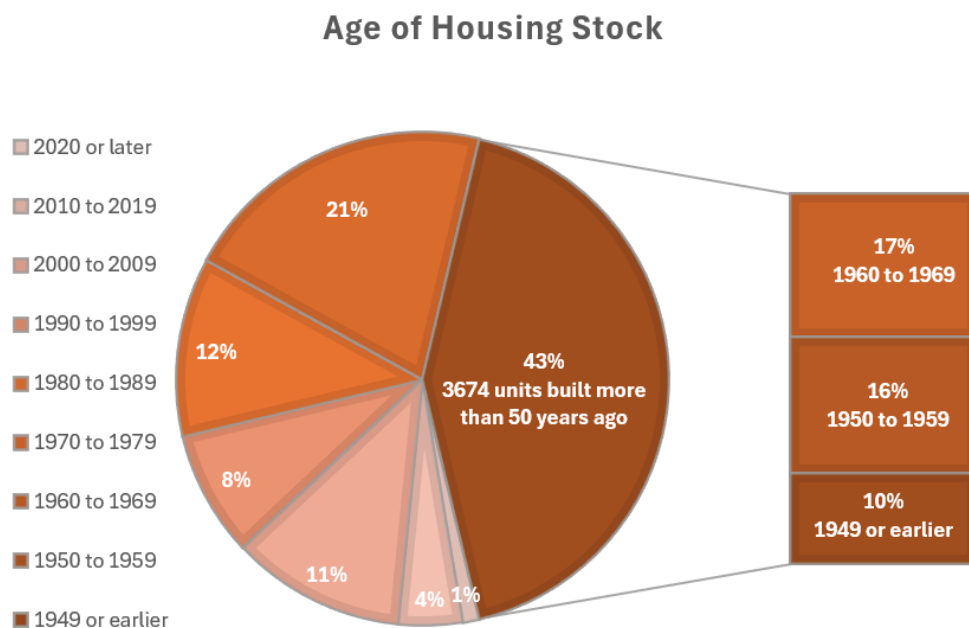
A. Housing Characteristics

The existing housing stock in Los Alamos County presents a set of challenges and opportunities for rehabilitation and future development. Notably, over half of houses in the county are 50+ years old. As more units deteriorate and require rehabilitation, this will further strain the available housing stock. Housing vacancy rates also negatively affect the accessibility and affordability of housing, given the limited amount of developable land in the county. Since 2019, nearly 310 permits for new units have been approved.

1. Age & Condition

About half of the housing in Los Alamos County is older than 50 years old. Though many enjoy the aesthetics and charm of older homes, aged housing requires maintenance and rehabilitation, and typically lacks compliance with current building safety standards, and without proper and ongoing care, it is more likely to become vacant, dilapidated, and potentially unsafe for residents. 43 percent of housing in the county was built before 1970 (3,674 units) and 64 percent of housing was built before 1980 (5,461 units) which represents a significant proportion of the housing stock. Fortunately, there is not a statistically significant number of occupied housing units lacking complete plumbing and kitchen facilities or housing that is overcrowded.

Figure 4. Age of Housing Stock



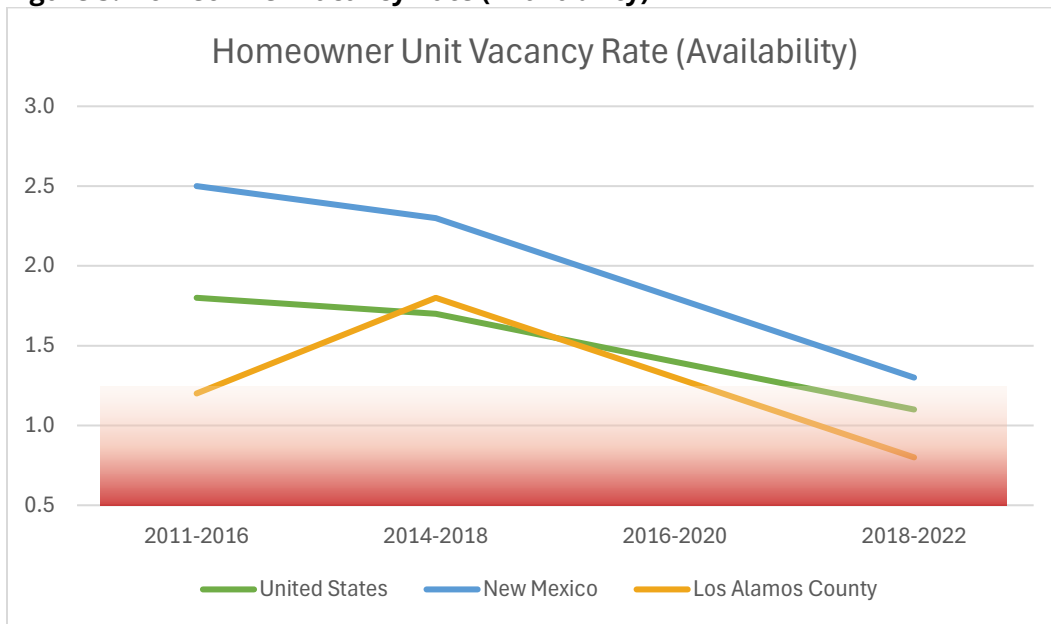
U.S. Census, ACS: DP04, 2018-2022

2. Housing Availability & Shortage

Los Alamos County has an extremely low availability of housing, especially rental housing, due to a high demand combined with a relatively low supply of housing. Consider, for instance that Los Alamos has only 8,631 total housing units yet LANL expanded their operations by more than 4,000 employees in recent years and that more than 9,000 employees commute into the County to work. The Census measures the vacancy of homeowner and rental units on the market which serves as a proxy for the rate of housing that is available.

For the past several decades, national homeowner vacancy rates have typically ranged between 1 – 2 percent and, for the purposes of this plan, the targeted homeowner vacancy rate is recommended to be above 1.25 percent for market health (U.S. Census Bureau, Housing Vacancy Survey Series H-111, 1956-2022). Los Alamos having an estimated 0.8 percent vacancy rate for 2018-2022 represents a shortage of available homeowner units.

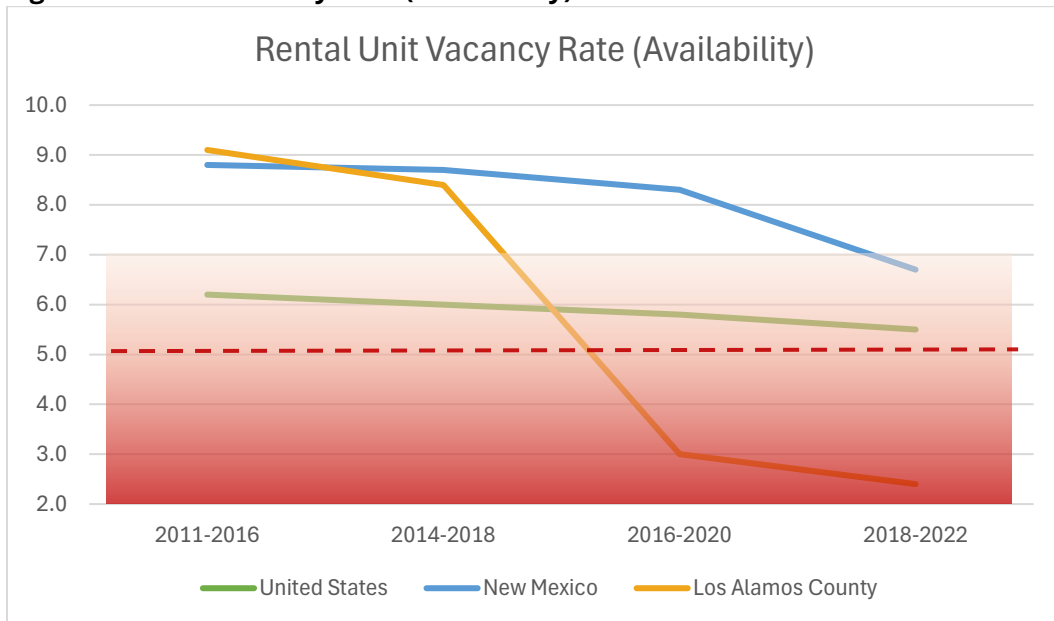
Figure 5. Homeowner Vacancy Rate (Availability)



U.S. Census ACS: CP04, 2016, 2018, 2020, 2022

Due to the different market and maintenance requirements for rental housing, rates are typically much higher and, over the past several decades, national rental vacancy rates typically range between 5 – 10 percent (U.S. Census Bureau, Housing Vacancy Survey Series H-111, 1956-2022). For the purposes of this plan, 5 percent is considered a minimum vacancy for acceptable maintenance and turnover and the targeted vacancy rate is above 6 or 7 percent for market health. Los Alamos having an estimated 2.4 percent vacancy rate for 2018-2022, represents an extreme shortage of available rental units.

Figure 6. Rental Vacancy Rate (Availability)



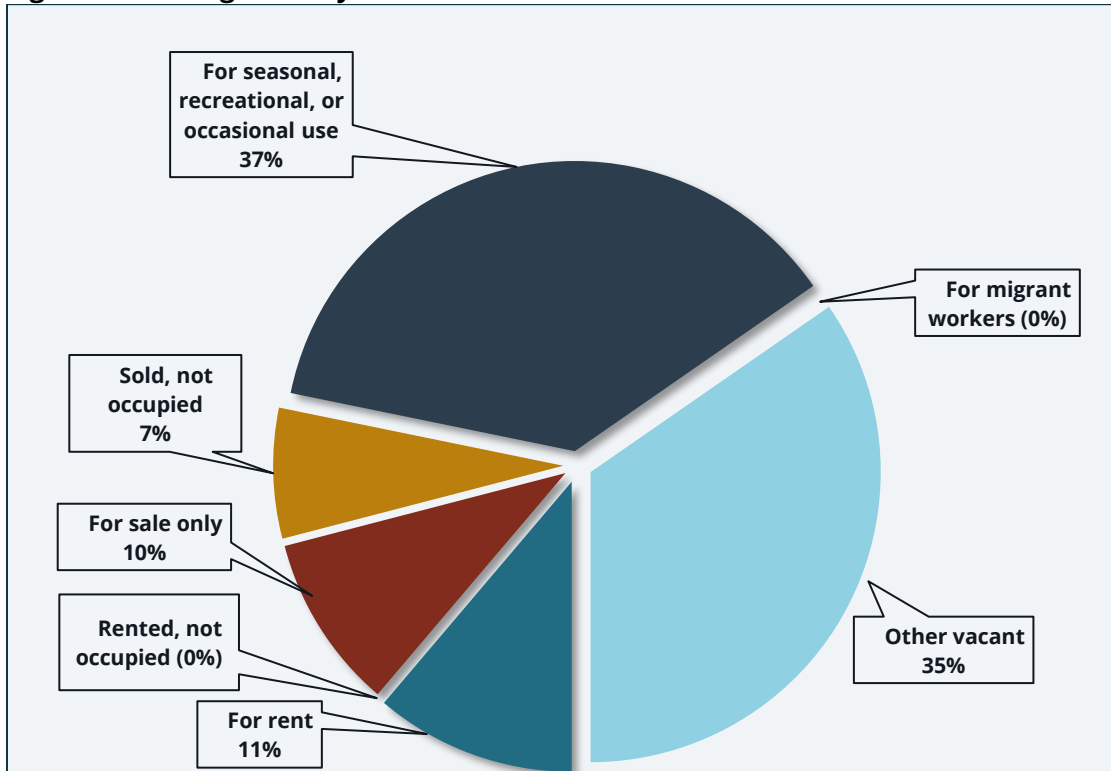
U.S. Census ACS: CP04, 2016, 2018, 2020, 2022

Low market vacancy rates in Los Alamos demonstrate a lack of available housing supply that, combined with high demand, encourage price inflation and can disproportionately exclude younger families, families with less financial resources, or households with special housing needs, such as seniors. This is consistent with local experiences and anecdotes that express a lack of available homes for sale or rent.

3. Vacancy of Characteristics

In 2022, 482 units were documented as vacant representing 5.6 percent of the Los Alamos housing stock. Analyzing vacant properties can demonstrate a variety of conditions in a housing market. Vacant properties can be held as investments, can be seasonally rented to satisfy tourism or short-term employees, or can be units under construction, renovation, or rehabilitation.

Figure 7. Housing Vacancy Rates



U.S. Census, ACS: B25004, 2018-2022

The Census vacancy estimate also collects information about the nature of the vacancies. 37 percent of the 482 vacant units are for seasonal or occasional use; this could reflect temporary LANL employees, students, or people renting seasonally to access the recreational opportunities in Los Alamos County. Nearly 35 percent of “other vacancies” could refer to a vacant unit where the owner doesn’t want to sell, is using the space for storage, or is unable to manage the house due to health reasons. This also characterizes vacant units being repaired, foreclosed, or in the settlement of an estate.

B. Estimated Housing Costs (Census Data)

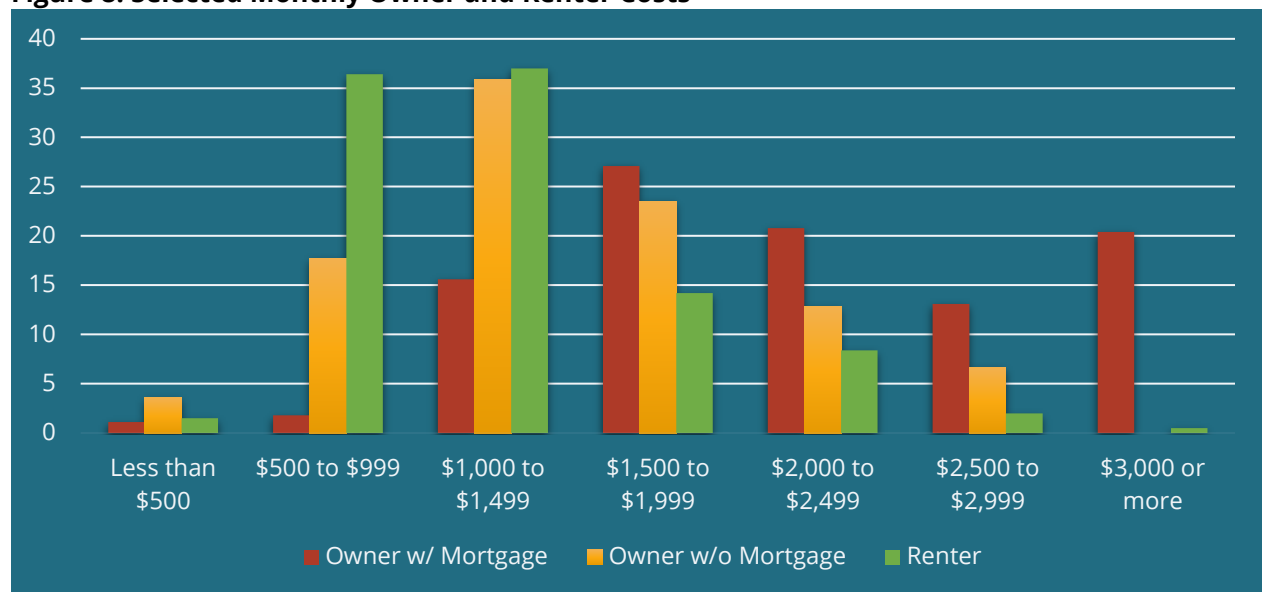
Data from the American Community Survey 5-Year Estimates indicate that average monthly owner costs are \$2,104 and average gross rent costs are \$1,235. These monthly costs are below the \$3,000 to \$3,400 range which, according to national and state standards, should be considered “affordable” for a median income household in Los Alamos County (30 percent of a household’s monthly income – see Figure 6), but are also quite different from average market prices. Note that renter-occupied households are significantly more likely to be cost-burdened.

Table 9. Housing Costs

	Owner-Occupied Households	Renter-Occupied Households
Number of units	3,681 paying a mortgage	2,291 units paying rent
Average monthly housing costs	\$2,104	\$1,235
Cost-Burdened	7%	24%

U.S. Census, ACS: DP04, 2018-2022

Figure 8. Selected Monthly Owner and Renter Costs



U.S. Census, ACS: DP04, 2018-2022

C. Market Trends

1. Sales prices

Home sales prices are increasing at an alarming rate. Between 2018 and 2023, prices increased by 75 percent. Between 2021 and 2023, the percentage of housing stock that sold between \$650,001 and \$750,000 rose by 300 percent, and the number of homes listed for over \$750,000 increased by 180 percent.

Table 10. Median Housing Sales Prices

Price Range	2018	2019	2020	2021	2022	2023
Median SP	\$315,000	\$352,500	\$412,717	\$416,250	\$486,500	\$551,500
\$0-\$150K	14%	2%	1%	1%	0%	1%
\$150,001-250K	21%	19%	18%	15%	9%	2%
\$250,001-350K	24%	29%	18%	19%	16%	11%
\$350,001-450K	22%	26%	25%	20%	18%	15%
\$450,001-550K	11%	15%	19%	17%	18%	21%
\$550,001-650K	6%	7%	12%	16%	16%	17%
\$650,001-750K	1%	1%	6%	4%	12%	16%
\$750,001+	1%	1%	1%	6%	12%	17%

Los Alamos County Assessor, 2024; Santa Fe Association of Realtors, 2024

A three-person, median-income household (100% AMI) is estimated to make approximately \$136,000 (see Table 5. Affordable Housing - For Purchase (2023; 3-Person Household)Table 5, Affordable Housing – For Purchase). With a 3 percent downpayment (minimum conventional loan) and an affordable monthly mortgage payment of \$3,400, this would result in a total affordable home price of about \$460,000 – almost \$100,000 below the median sales price (see Table 17 and Table 18). This represents an affordability gap where a median-income household may be unable to afford a median-priced home. Based on housing sales prices and income classifications, both 100% and 120% AMI households are expected to have gaps in housing affordability.

2. Rental Prices

Rental prices were evaluated by calling property managers and aggregating online listings in February 2024. Five apartment complexes were recorded along with a review of multiple listings on Craigslist, Zillow.com, Realtor.com, Rent.com, and Facebook Marketplace. These units included single-bedroom units in a shared home, single-family homes, luxury units, and older housing complexes. Rent for one-bedroom units ranged from \$1,250 – 2,440. Rent for two-bedroom units ranged from \$1,450 – 3,250. Rent for three-bedroom units ranged from \$1,800 – 4,200.

Like the significant increases seen in homeownership costs, rental prices have increased between 60 - 185 percent from 2019 to 2024 and the median rent is estimated at \$2,500 per month. The greatest percentage price increases since 2019 have been in one- and three-bedroom units.

Table 11. Estimated Rent Increase, 2019-2024

Estimated Rent Increase, 2019-2024			
1bd	\$	1,400	95-132%
2bd	\$	2,500	58-136%
3bd	\$	3,000	64-185%

Sites Southwest, Craigslist.org, Zillow.com, Realtor.com, Rent.com; February 2024

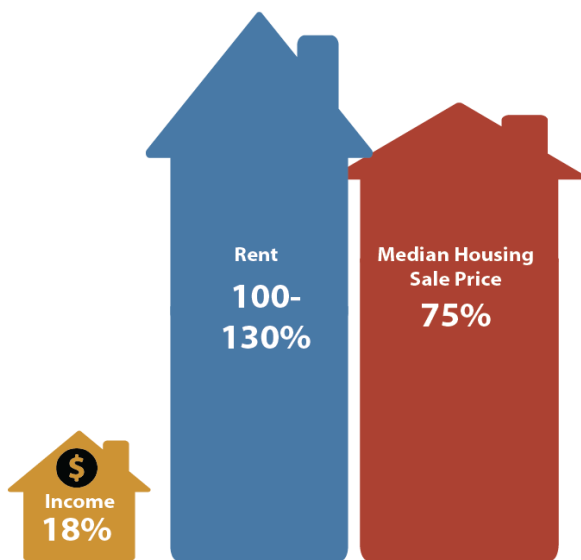
The median market-rate rent of \$2,500 per month is more than double the rent that an average renting household pays (\$1,235 per Census Data, see Table 9). \$2,500 also exceeds what is affordable for 80% and 100% AMI households price (see Table 17 and Table 18). This represents an affordability gap where a median-income household is typically unable to afford a median-priced rental home. Based on rental prices and income classifications, 80% and 100% AMI households are expected to have gaps in housing affordability.

3. Housing Cost versus Income Trends

The market has seen dramatic changes in the last five years as housing costs rise at a much faster rate than income. Median household income has increased 18 percent since 2018, while the median-priced home has increased 75 percent, estimated rent for a single bedroom has increased 95-130 percent, and estimated rent for a two-bedroom unit has increased 58-136 percent.

The divergence between income and housing costs is expected to continue unless Los Alamos implements catalytic changes addressing the housing market and affordability.

Figure 9. Change in Income vs. Housing Costs, 2018-2023



Los Alamos County Assessor, Santa Fe Association of Realtors, Sites Southwest; 2024

Section 5. Housing Needs Analysis

A. Summary

The housing needs analysis estimates the need for housing programs, services, and additional housing units. The estimates have overlapping numbers – someone who needs an ADA unit might also need downpayment assistance and there might be the need to develop a new unit versus utilizing existing housing.

This housing plan considers housing needs through three distinct categories:

- Special Housing Needs: The need for various types of targeted housing assistance programs based on demographic factors. This is particularly focused on providing special programmatic and financial assistance which can help people access and stay in housing units that meet their special types of needs. These needs are typically addressed through private and public housing assistance programs.
- Affordability Needs: The need for various types of housing strategies based on income classifications and cost-burdened households. This is focused on providing general programmatic and financial assistance which can help people access and stay in housing units at affordable monthly rates. These needs are typically addressed through private and public housing assistance programs.
- Need for Additional Housing Units: The need for additional, physical housing units addresses the exclusionary gap between supply and demand. This requires the development of new housing units to accommodate more people, especially targeting low- and moderate-income working families who otherwise cannot afford to live in and contribute to the Los Alamos community. This is typically addressed through development projects initiated by private for- and not-for-profit developers.

B. Special Housing Needs

1. Potential Need for Special Housing Services

Los Alamos County includes population groups with special housing needs, such as homeless or unstable households, single mother/parent households, elderly households, and households that have varying levels of dependent living. These households require accommodations for affordability, accessibility, and housing size.

Table 12. Homelessness and Unstable Households

Homelessness and Unstable Households	
Total Homeless and Unstable Households (Estimated)	25-45
Homeless (Receiving Services)	~21
<i>Living Outside</i>	~11
<i>Unable to Afford a Stable Place</i>	~7
<i>Mental Health or Substance Use Issues</i>	~7
At-Risk (Receiving Services)	~8
Potential Housing Service Needs¹¹	
Households with at least one Senior	2,298
Senior Living Alone	742
Ambulatory Difficulty	1,036
Disabled, Self-Care Difficulty	209
Disabled, Independent Living Difficulty	661
Female-Headed Households with Children (<18 years old)	186
Potential Rehabilitation Needs	
Potential Rehabilitation Needs Based on Age (>50 years old)¹²	3,674

U.S. Census, ACS: DP02, DP04, S0601, 2018-2022; Staff and Housing Organization Interviews conducted by Sites Southwest, 2024

The American Community Survey estimates there are 1,036 individuals with “ambulatory disabilities”, or individuals who will have difficulty walking or climbing stairs; other types of disabilities may require similar accommodations. Ambulatory disabilities require ADA-accessible homes and will sometimes also require live-in or visiting caretakers.

Households with seniors (30 percent of households) may require similar needs regarding ADA accessibility but these are important to focus on because there can also be strategies

¹¹ The number of overcrowded households is not substantial enough to track in this community.

¹² Permit and housing condition details are not sufficiently available to determine the proportion of units with rehabilitation needs. See **Error! Reference source not found.** for analysis of housing age.

to provide services that can keep seniors in existing, naturally affordable homes and alternative strategies that can help them move into homes that meet their evolving needs. Many seniors, for example, might find themselves in homes that are too large or require too much maintenance and could be better served in smaller, accessible, and amenity-rich units near social and community services.

Different household needs can overlap: ADA-accessible units, for instance, overlap with the need for affordable senior housing, which also overlaps with the need for affordable rental units.

2. Existing Services

Table 13. Existing Housing Services

Service Name	Services Provided/Issues Addressed	
Mobile Outreach Program	Homeless and Housing Insecure Households	Approx. 20 households; Assistance with State benefits applications processes, State IDs, birth certificate and important documentation, emergency food and basic needs, assistance with housing voucher and other housing applications.
LA Cares	Low-Income Households	Approx. 90 households/month (food), 200 households/quarter (utility assistance); Food pantry, hygiene supplies, utility payment assistance.
Self Help Inc.	Low-Income Households	Emergency financial assistance, assistance applying for housing assistance
Youth and Family Services Provider (JJAB)	Youth and Families	Approx. 5 families with children <18 Prevention-oriented youth development services for families; 2024: 5 families with children <18
Los Alamos Retired and Senior Organization	Seniors and Older Adults	Older adults who are precariously housed or living in unsafe or overcrowded situations or facing difficulties paying for housing
Los Alamos Housing Partnership	Low-Income Homebuyers	Homebuyer Assistance; Financial assistance: up to \$25k, with 1.5% repayment at the time of sale; Has supported an average of 4 grants annually
Los Alamos Housing Partnership	Low-Income Homeowners	Home Renewal Programs; Financial assistance: Up to \$45k nonamortized, with a 1.5% claw back at the time of sale; has supported an average of 6 grants annually
Los Alamos Housing Partnership	Low-Income Homeowners	Housing Repair Emergency fund; Financial assistance: Up to \$15k, but limited
Santa Fe Civic Authority	Low-Income Renters	Low-income households - ~100 households per year: Subsidized housing choice vouchers or Section 8 Vouchers, approximately 50 households on the waitlist.

Staff and Housing Organization Interviews conducted by Sites Southwest, 2024

C. Affordability Needs

1. Cost-Burdened, Low-Income Needs

Table 14. Cost-Burdened Households

Cost-Burdened Households		
Occupied Housing Units	8,149	
Total Non-Cost-Burdened Households	7190	88%
Total Cost-Burdened Households	959	12%
Cost-Burdened Renters	530	24% of renters
Cost-Burdened Owners	429	7% of owners

U.S. Census, ACS: DP04, 2018-2022

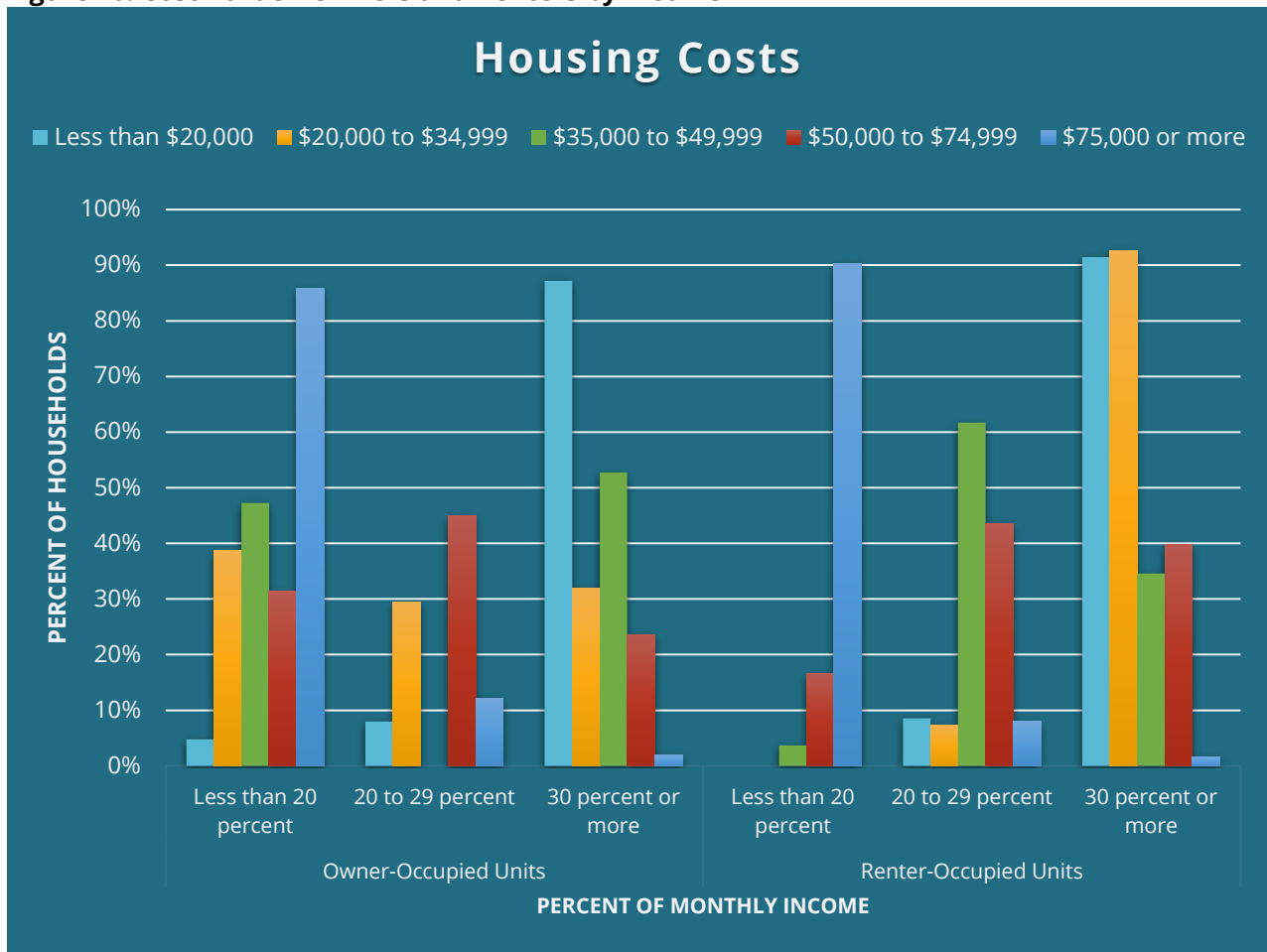
Households are considered to have a housing cost burden if they pay more than 30 percent of their annual income on housing-related costs including mortgage or rent payments, utilities, and other typical housing expenses. When a household pays more than 30 percent for housing, they may have difficulty affording other necessities such as food, clothing, transportation, and medical care which disproportionately affects low-income families.

Figure 10 below, shows the number of owners and renters by income that experience a cost burden. Overall, twelve percent of households pay more than thirty percent of their income for rent. This includes seven percent of owners and twenty-four percent of renters. Cost-burdened owners and renters typically have incomes below \$50,000.

Renter-occupied households are three times more likely to be cost-burdened than owner-occupied households. Assisting renter-occupied households or building new, affordable, rental housing should be a priority.

Households that are making significantly less than the AMI are likely employed outside of LANL, therefore other employee affordability needs should be considered. To increase the supply of housing that is affordable to lower-wage employees, a workforce housing program may be considered. Investing in this program would attract developers to create affordable housing, producing more units for more people.

Figure 10. Cost Burden Owners and Renters by Income



U.S. Census, ACS: DP04, 2018-2022

Table 15. Housing Costs as a Percentage of HH Income

	Renter-occupied households GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME (GRAPI)	Owner-occupied households SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME (SMOCAP1)
Households	2178	3653
Less than 20.0 percent	59%	70.50%
20.0 to 24.9 percent	9%	12.90%
25.0 to 29.9 percent	7%	8.00%
30.0 to 34.9 percent	5%	3.30%
35.0 percent or more	19%	5.20%

U.S. Census, ACS: DP04, 2018-2022

Table 16. Households Receiving Supplemental Income

Households Receiving Supplemental Income	Los Alamos County		New Mexico	
With Social Security	2151	26.4%	286900	35.3%
With retirement income	2458	30.	203616	25.0%
With Supplemental Security Income	394	4.8%	49452	6.1%
With cash public assistance income	27	0.3%	30314	3.7%
With Food Stamp/SNAP benefits in the past 12 months	313	3.8%	147063	18.1%

U.S. Census, ACS: DP03, 2018-2022

Another indicator of housing affordability needs is Census data on households receiving supplemental income through public assistance programs. It is important to note that some individuals may be double counted if they receive multiple services.

Notably, nearly 26.5 percent of households receive social security and 30 percent receive retirement income, suggesting a large elderly population that is on a fixed income. This means that 25-30 percent of households will be constrained by rising costs and an inability to earn more.

Almost 5 percent of households receive Supplemental Security Income (SSI), granted to low-income, disabled, and elderly people, which is indicative of other housing needs, like ADA-accessible units.

Especially important for fixed-income households like seniors and those receiving supplemental income is having stable monthly housing costs which can come naturally from homeownership without a mortgage and can be provided through long-term income-restricted rentals. Aid that can help cost-burdened households includes rental assistance, utility fee waivers, maintenance or rehabilitation improvements, energy/water efficiency improvements, and relocation assistance.

2. Affordability Gaps

Analysis was performed to evaluate the gap between median housing costs and the cost of housing that would be affordable to different income levels. Affordable purchase prices assume 30 percent of income spent on a monthly mortgage and a 3 percent downpayment (minimum conventional loan).

Table 17. Home Purchase Affordability Gap

AMI	Annual Income	Affordable Purchase Price	Median Sales Price	Affordability Gap
30%	\$40,900	\$138,000	\$551,500	-\$413,500
50%	\$68,100	\$230,000	\$551,500	-\$321,500
80%	\$108,960	\$368,000	\$551,500	-\$183,500
100%	\$136,200	\$460,000	\$551,500	-\$91,500
120%	\$163,400	\$552,000	\$551,500	\$500
150%	\$204,300	\$690,000	\$551,500	\$138,500
200%	\$272,400	\$920,000	\$551,500	\$368,500

U.S. HUD, 2024; Sites Southwest, 2024

Table 18. Rental Affordability Gap

AMI	Annual Income	Affordable Rent (30% Monthly Income)	Median Rent	Affordability Gap
30%	\$36,350	\$1,000	\$2,500	-\$1,500
50%	\$60,550	\$1,500	\$2,500	-\$1,000
80%	\$96,840	\$2,500	\$2,500	\$0
100%	\$121,050	\$3,000	\$2,500	\$500
120%	\$145,250	\$3,750	\$2,500	\$1,250
150%	\$181,600	\$4,500	\$2,500	\$2,000
200%	\$193,680	\$4,750	\$2,500	\$2,250

U.S. HUD, 2024; Sites Southwest, 2024

Market prices exceed the expected affordable purchase price for 100% AMI households and could potentially exceed affordability for 120% AMI households. Similarly, rental market prices exceed the expected affordable rental price for 80% AMI and could exceed the affordability for 100% AMI households. Given the lack of available supply, there is a justified rationale to expand incentives, though with a lesser priority, to support the development of housing units affordable to 120% AMI for purchase and 100% AMI for rent. This would be purchasing prices of about \$550,000 and rental prices of about \$3,000.

D. Housing Demand

1. Importance of Supply

Under ideal conditions and with a healthy equilibrium, the housing market would be capable of providing housing at various price points and with a healthy supply of available units (market surplus, see “Housing Availability & Shortage” page 21). This would satisfy most of a community’s housing needs and thus non-market solutions would only be essential for those with the greatest needs. Critical to market health is the approximate match between supply and demand.

In Los Alamos, numerous issues make it difficult to build enough supply or affect the overall demand for housing and thus, especially in Los Alamos, addressing affordable housing requires non-market-based solutions. However, it is important for Los Alamos to understand market conditions because the private market represents virtually all of the present housing in Los Alamos and the majority of housing solutions.

A healthy, functioning housing environment provides a plethora of different housing options (tenure, price, type, density, etc...). When functioning properly, a housing market can also provide naturally affordable housing that meets the needs of diverse residents of varied incomes, ages, and family sizes.

Matching supply and demand ideally result in a variety of different housing types and price points to support community and economic goals. Without adequate supply, housing prices may rise to the highest point supported by the market which, in Los Alamos, will be unaffordable for many of the core service workers like teachers, healthcare workers, small business owners, and retail and service employees. A lack of adequate supply will also make it increasingly difficult for seniors, youth, and younger families to remain in Los Alamos.

Achieving an adequate supply of housing is particularly challenging in Los Alamos due to limited land availability and due to a perception that growth could result in a lower quality of life for the community. It is important that Los Alamos works to increase supply, manage community expectations, and highlight the economic advantages of increasing the supply of diverse higher density affordable and market-rate housing types.

Los Alamos' economic growth and social well-being hinges on a diversified housing market. By increasing the supply of affordable and market-rate housing options, across various densities and income levels, we can shift community expectations and highlight the economic advantages of a balanced mix. This approach ensures all residents have access to essential services and amenities, fostering a vibrant and thriving Los Alamos.

2. Potential Market for Additional Housing Units

It is important to understand the potential market or demand for additional housing units in Los Alamos, not because they can or need to be accommodated, but to strategize what types of housing can best support demand, achieve affordable housing goals, and how to implement corresponding land use and economic development policies. The importance of the data is to develop an approximate understanding of demand, not to calculate the precise number of units that would satisfy a complex and evolving collection of consumer and market behaviors.

Table 19. Potential Market for New Units, 2023-2029

	Number of Units	Details and Assumptions
Population Growth	394	Linear population growth forecast with an average of 2.35 persons per household
New Employment	656	Based on LANL (2023-25) employment targets with 40% moving into Los Alamos, 70% demand from new LANL commuters, and 1.25 new employees per household
Existing Commuter Potential	5,260	Based on estimates that 70% of commuters might be interested in relocating to Los Alamos County and 1.25 commuters per household (9,392 total in-commuters estimated in 2021)
Total Potential Market	6,310	Total potential market demand assuming new housing satisfied consumer preferences

Sites Southwest, 2024

3. Estimated Need for Housing Units

The calculated need for additional housing units is an expectation of how many units would accommodate economic and community growth and is further restricted by how many families might realistically move to Los Alamos County. Not building the estimated need is projected to cause further housing price escalation and reduce the economic viability of businesses (especially small and/or locally-owned) related to accommodations, food, services, and retail.

Demand for new units is most influenced by unmet demand from in-commuters. The Census estimated 9,392 in-commuters in 2021. A 2019 housing survey estimated that approximately 70 percent of in-commuters are interested in moving to Los Alamos and that historic capture rates for in-commuter relocation are likely around 2.5 percent annually (proportion of the target market that actually moves). Accommodating 2.5 percent of the potential market reflects the status quo because it responds to demand but does not necessarily improve market availability (surplus) and housing affordability. 2.5 percent of existing and expected interested in-commuters (5,680 units) equates to a need for approximately 142 units annually or 994 additional units between 2022 and 2029 (see Table 20, would result in 1,300 total units).

Adding housing equivalent to 5% of in-commuter interest would assume a higher capture rate (that more of the target market would actually move) combined with the creation of additional units that are available on the market (market surplus; see Figure 5 & Figure 6). 5 percent of the existing and expected interested in-commuters (5,680 units) equates to 284 units annually or 1,988 additional units between 2022 and 2029 (see Table 20, would result in 2,400 total units).

Increasing the availability of housing is critical to market health and functionality (market equilibrium), reduces demand-initiated price inflation, and makes it easier to achieve naturally occurring, market-provided affordable housing. A secondary benefit of this growth is that additional residents contribute to the economy and support local businesses.

To begin addressing housing needs in Los Alamos, it is projected that approximately 1,300-2,400 units will need to be constructed over the next five years (2024 – 2029). This calculation starts with the most recent available data (2022) and includes progress already made by Los Alamos between 2022 and 2024 (118 permitted units, 293 approved units).

- Approximately 1,300 units are expected to maintain the status quo by satisfying baseline levels of growth and halting the growing shortage of available housing in Los Alamos. With 1,300 additional units, it is expected to be difficult but not impossible to achieve affordability and economic goals like small business expansion and retention, and community growth. This is the minimum projection expected to begin decreasing demand-initiated market pressure and improve the overall health of the housing market.
- Approximately 2,400 units are expected to satisfy the feasible demand for housing and create conditions more conducive to small business expansion and retention, community growth, and economic diversification. This level of growth is expected to increase the overall availability of housing (market vacancy rates), decrease demand-initiated price inflation, and decrease the long-term reliance on public subsidies.
- Units in excess of 2,400 are expected to result in significant gains to housing affordability, economic growth, and community sustainability.

Table 20. Estimated Need for New Units (2024-2029)

	Number of Units	Details and Assumptions
Population Growth (2022-2029)	394	Linear population growth forecast starting in 2022 with an average of 2.35 persons per household
Employment Need (2022-2029)	400	Based on local employment and LANL (2023-25) targets with 40% directly moving into Los Alamos and 1.25 employees per household
Commuter Need (2022-2029)	994 - 1,988	Range of 2.5-5%* (x7 years) of the existing and expected potential commuter market. This equates to 142-284 new households annually, or one new housing unit for every 33-66 existing in-commuters. *2.5% = historic average capture rate; 5% = robust capture rate plus the additional market availability
Permitted Units (2022-2023)	-118	New dwelling units permitted by Los Alamos County
Approved Units (2022-2023)	-293	Approved residential developments; permit approvals expected to in subsequent years
Estimated Additional Housing Units Needed 2024-2029	1,377 – 2,371	The lower end of the range represents the minimum number of units needed to maintain the status quo. The upper end of the range would allow supply-side gains. Additional units above this range would result in significant gains to housing affordability, economic growth, and community sustainability.

Sites Southwest, 2024

4. Housing Preferences

Based on community and business surveys from 2019 and updated surveys from Los Alamos County and Los Alamos National Laboratory (2023, 2024), the following outlines the preferences regarding various types of housing. Note that housing preferences can be aspirational and may not reflect the availability or feasibility of the market to achieve housing preferences at affordable levels.

- Students who are temporary employees for the summer or other short time frame, typically around three months. Shared housing and small units such as studio apartments or casitas are acceptable for graduate students unless they bring families with them.
- Single adults. This group includes single retirees, single students and postdocs, single adult children of Los Alamos County residents, and single employment-age adults. The desired housing type varies by age, but smaller homes and smaller yards are acceptable. Retirees prefer to own. Depending on age and lifestyle, a smaller single-family detached home with a smaller yard is preferable to attached single-family or multifamily housing. Younger adults would be interested in townhomes, or condominiums and are more likely to be interested in rental housing.
- Young couples. The preferences for this group vary by salary level. The higher-paid workers at LANL can afford higher-priced homes, but workers at other businesses would prefer an affordable smaller starter home. Rental housing is acceptable, but existing rentals in Los Alamos County are considered too expensive for the quality.
- Young families. This group includes post-doctoral students with families, entry-level employees at LANL and other employers, and young families returning to Los Alamos County from living elsewhere. Young families who will be in Los Alamos on a short-term basis, one to three years, prefer to rent. New employees who intend to be in Los Alamos County long term would prefer to buy.
- Older working-age adults and their families. Adults in the 45 to 64 age group may have older children, no children, or adult children living at home. This group prefers to own a home large enough for their family.
- Retirees or residents who are close to retirement age. This age group may be single or couples and may have adult children living with them. Approximately 36 percent of the respondents who are retired would consider moving. Their top reasons for moving are to live in a different community, followed by living in a more rural setting and living in a smaller home.

5. Housing Distribution by Tenure and Price

Given the need for housing, the potential market demand, and the high number of cost-burdened renters, the target for new housing units is calculated to be 50 percent owner-occupied and 50 percent renter-occupied. More than half of the new housing is expected to be multi-family and more than half is expected to be marketed for purchase (with a portion of for-purchase housing being occupied by renters).

Table 21. Need for New Units by Tenure (2024-2029)

Total Estimated Need	1,300 - 2,400
Estimated Need for Homes for Rent (50% Total)	650 - 1,200
Estimated Need for Homes for Purchase (50% total)	650 - 1,200

Sites Southwest, 2024

The following distribution of needed housing units represents a status quo. It matches the existing distribution of household incomes in Los Alamos County, and thus would preserve Los Alamos' existing demographics and income levels. The calculated affordability is 30 percent of the monthly gross income which is higher than what many people are currently paying (per Census data) or which they would expect to pay based on preferences (per surveyed housing preferences).

Achieving these quantities and price points would require a large quantity of subsidies, development assistance, and housing support programs.

Table 22. Need for Rental Housing by Income and Price (2024-2029)

AMI	Household Income (2 person)	Approximate Rent	Needed Housing Units*
30%	\$36,350	\$909	66 - 114
50%	\$60,550	\$1,514	52 - 90
80%	\$96,840	\$2,421	96 - 165
100%	\$121,050	\$3,026	85 - 146
120%	\$145,250	\$3,631	85 - 146
150%	\$181,600	\$4,540	123 - 212
200%	\$193,680	\$4,842	181 - 312

**Range represents the difference between an additional 1300 to 2400 dwelling units per Table 21 Sites Southwest, 2024*

Table 23. Need for Housing for Purchase by Income and Price (2024-2029)

AMI	Household Income (3 person)	Approximate Purchase Price	Needed Housing Units*
30%	\$40,900	\$138,250	66 - 114
50%	\$68,100	\$230,000	52 - 90
80%	\$108,960	\$368,250	96 - 165
100%	\$136,200	\$460,250	127 - 219
120%	\$163,400	\$552,250	67 - 115
150%	\$204,300	\$690,250	99 - 170
200%	\$272,400	\$920,500	181 - 312

**Range represents the difference between an additional 1300 to 2400 dwelling units per Table 21 Sites Southwest, 2024*

Section 6. Land Use and Policy Review

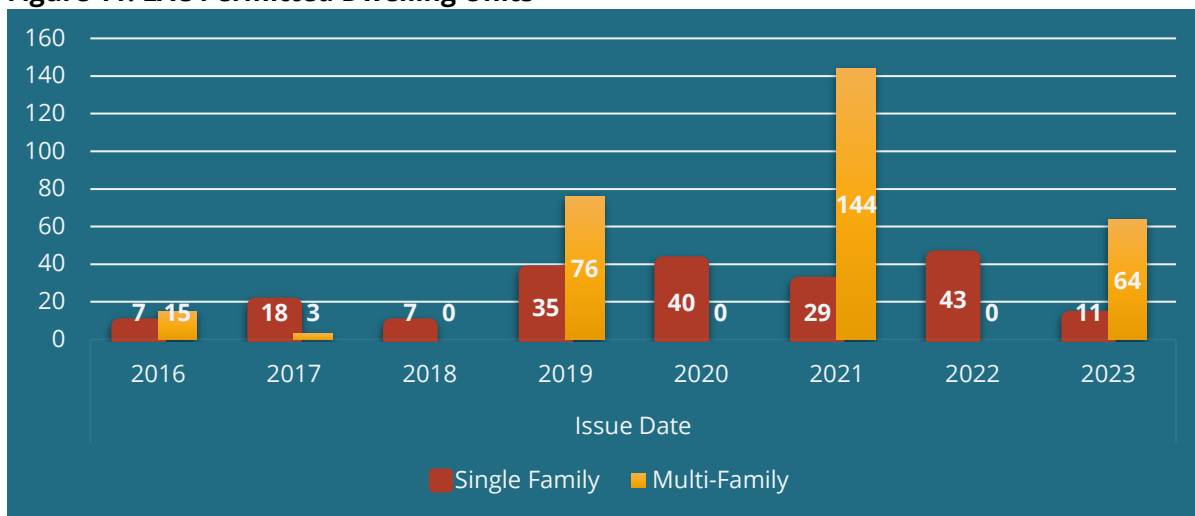
A. Land Use & Development Considerations

1. Entitlements, Permitting, and Inspections

The County's entitlement, permitting, and inspections processes appear to be reasonable, fair, and efficient. Though internal improvements and innovation are always encouraged and may be necessary, achieving affordable housing goals will require increasing the County's capacity to review and process entitlements, permits, and inspections.

Between 2016 and 2023, the County permitted 492 new dwelling units with an average of 62 annually. This is significantly higher than the 10-15 annual permitted units in the early 2010s but relatively low compared to the demand for housing and growth in employment. To satisfy identified affordable housing needs and reduce market-based price escalation related to the shortage of housing, Los Alamos would have to attract more development over the next few years while maintaining efficient application review and consistency with appropriate regulations.

Figure 11. LAC Permitted Dwelling Units



Los Alamos County, Historic Energov Data, 2024

Approximately 60 percent of the new dwellings are multi-family versus single-family which reflects limited land availability, high development costs, and housing demand. Given land constraints, economies of scale, and the need for units, the County should expect a continued majority of new dwelling units to be multi-family versus single-family.

The duration of entitlements and permit review has a considerable effect on development feasibility. Permit review for new, single-family homes averaged 31 days in 2023 between submission and issuance but this includes time for applicants to assemble additional materials for incomplete submissions and to revise materials in response to required corrections. The Los Alamos Building Safety Divisions indicate that their average internal review for all commercial and residential permits is only seven days and positive perceptions from developers indicate that the County has good capacity and procedures to handle the current level of building permits. If review time is disproportionately related to applicant submission and revisions, the County should consider strategies to assist applicants with submission materials.

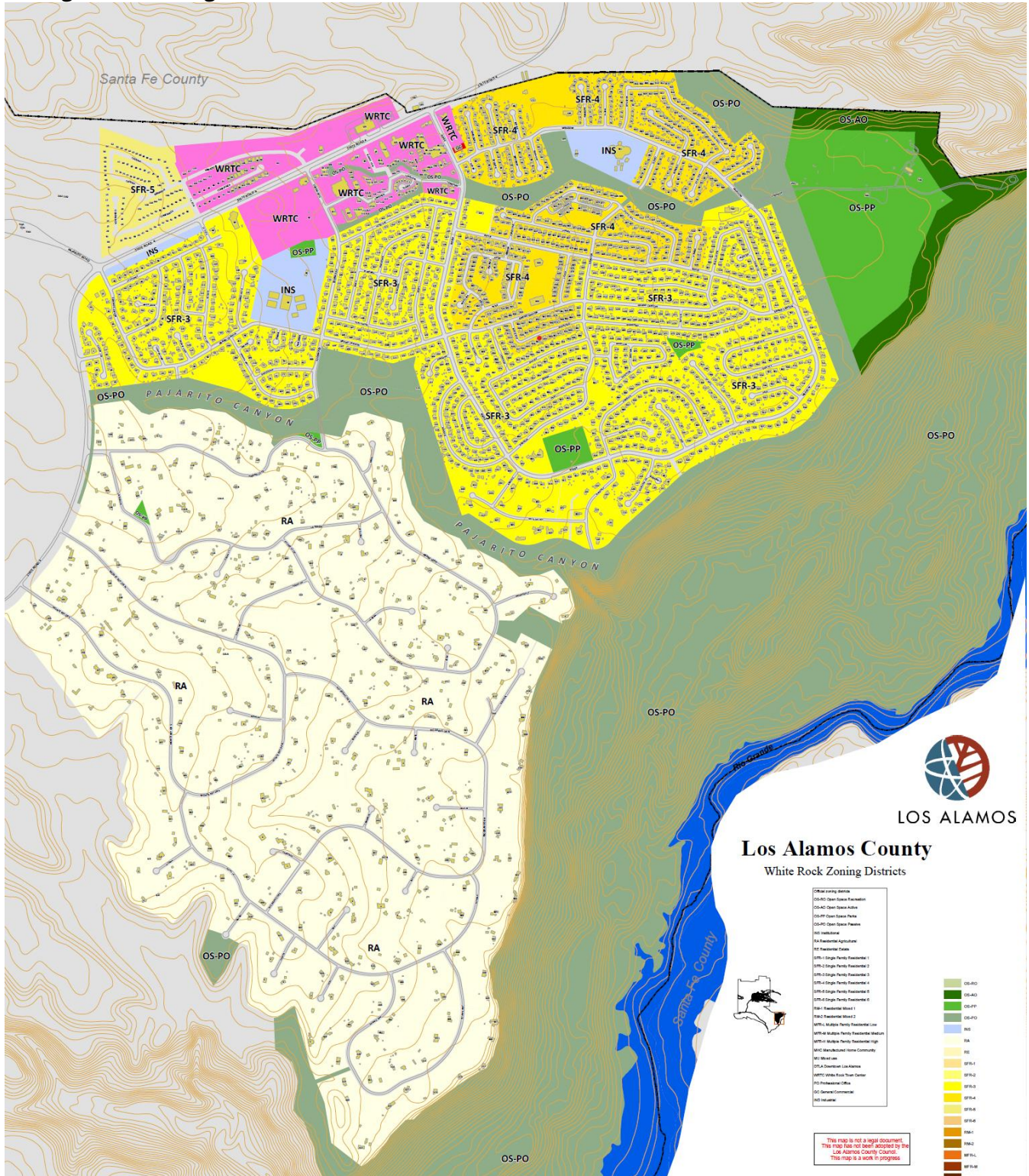
Permitting fees for new dwelling units are not perceived by developers to be a barrier to development. Though higher fees could marginally increase the cost of construction, they can also be used strategically to support development, to incentivize strategic development, and to fund affordable housing efforts.

Building inspections in Los Alamos are conducted both by the County and the State of New Mexico's Construction and Industries Division depending on the type of inspection required and whether County inspectors have the required expertise and certifications. Local developers expressed significant difficulties and construction delays related to state inspections. To reduce construction delays, the County can try to provide more in-house inspection services, encourage State capacity to conduct inspections, or allow third-party construction inspections.

2. Zoning & Land Use Regulations

Zoning districts in Los Alamos County preserve a large proportion of land for open space and low-density development, partially due to the natural difficulties with development and according to historic land development preferences. The White Rock zoning map, for instance, has a large portion of land dedicated to open space that is undevelopable based on topography but also dedicates a large portion of potentially developable land to open space and residential zones that reduce housing supply and increase housing costs. Though the County has been encouraging higher densities in the core and downtown areas, existing land use patterns and the expectation for lower-density residential or open space can be a barrier to affordable housing by decreasing the land available for development or precluding the types of housing that can be offered at more affordable prices. The County should balance community preferences for low-density residential and open space with the preference for more housing at affordable rates. The County should also evaluate institutional, commercial, and residential zones to ensure they do not unnecessarily prevent the development of affordable housing.

Figure 12. Zoning Districts



3. Development Challenges

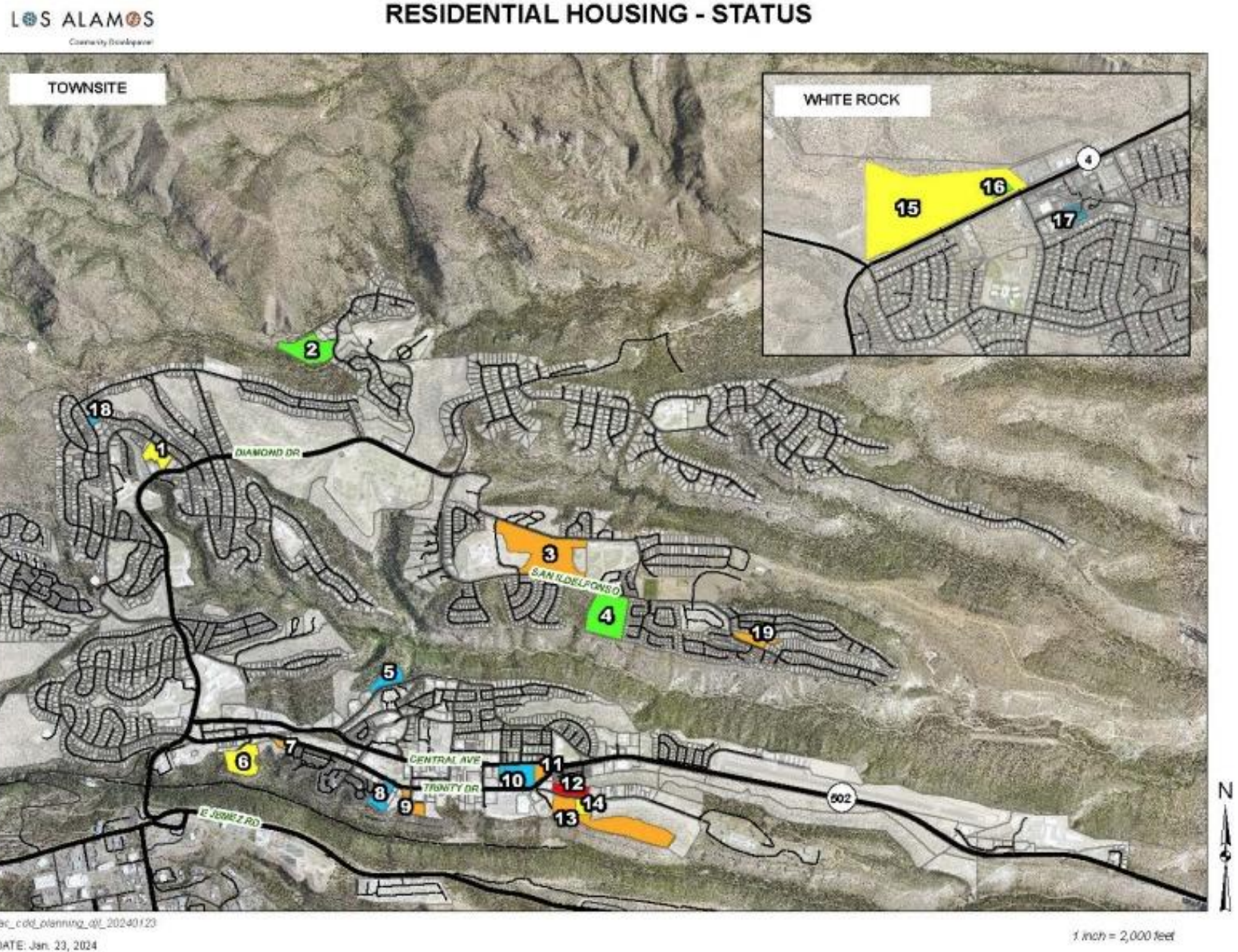
In discussing development considerations, the availability of land, availability of labor, lodging for temporary workers, and physical space to store construction materials have been perceived by developers as significant difficulties for construction. Expanding infrastructure is also a significant cost for development. To support development or incentivize the development of affordable housing, the County can attempt to mitigate these types of development challenges. Example strategies could include leasing public land for temporary worker housing and for construction material staging, or support for things like regional workforce development, in addition to direct project support for qualifying projects and assisting with the cost of building public infrastructure.

B. Development Trends

1. Housing Pipeline

Recent and upcoming projects identified by staff include two completed developments with 134 units, 354 units that are currently under construction, and 830 units that are in various stages of entitlement approvals (see Figure 13). These 1,318 new units are a significant addition to the Los Alamos housing market. The units that are recently completed and under construction are mostly included in the analysis of permitted dwelling units below. Though it is not guaranteed, the 830 units moving through the entitlement process will likely be permitted over the next several years.

Figure 13. Residential Housing Pipeline



D. Housing Types & Density Considerations

1. Target densities and affordability gradient

This graphic combines the “Missing Middle” concept with a graphic depiction of different densities to illustrate what affordable housing in Los Alamos County could look like. The dominant density pattern throughout the County is lower density or less than 10 dwelling units (DU) per acre (left side). More commonly seen is a development that is even less dense at 5-7 DU/acre. The minimum density recommended to allow more affordable is 10-15 DU/acre. This estimate is based on previous development within and comparable to Los Alamos, affordability calculations, and remaining developable land.

Figure 14. Affordability Gradient



The County should implement long-term planning for higher-density developments to achieve affordability goals, especially given the land constraint and expected population increases. At a minimum, a moderate or medium density pattern is currently needed to

produce affordability based on market and economic forces. These densities serve different populations and needs, which are explored in the following sections.

2. Housing Types

The following is a density analysis exercise performed for the Los Alamos County North Mesa Housing Study (2020). The exercise illustrates different housing types at different densities and unit counts, all on a single, hypothetical one-acre lot.

a) Low Density Housing

Low density housing is typically when there are less than 10 dwelling units (DU) per acre. These densities are characterized by single-family residential and duplex housing types. This is the dominant housing type in the County and is the least dense; based on the available developable land, these densities are the least efficient use of land as they produce the fewest units per acre. This model represents the status quo and will have little effect on housing affordability.

SINGLE FAMILY RESIDENTIAL



DUPLEX



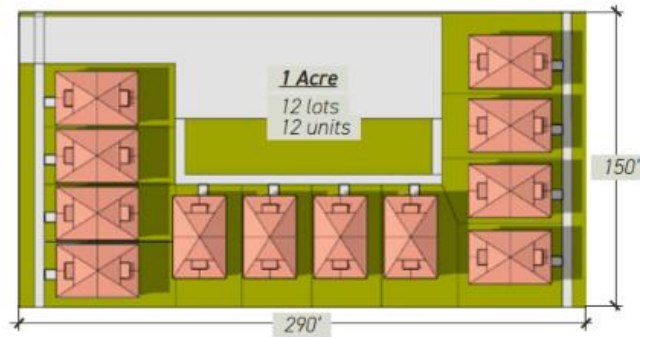
b) Medium Density Housing Types

“Missing Middle” or “Medium” Housing Types generally range from 10-15 DU/acre. Lots are further divided to accommodate more units, which tend to look like townhouses or cottage-style neighborhoods. This density allows for individual and/or shared unit structures and can address multiple groups’ needs. This model represents the minimum density necessary to stabilize housing costs and meet expected market demands.

TOWNHOUSE/ROWHOUSE



COTTAGE

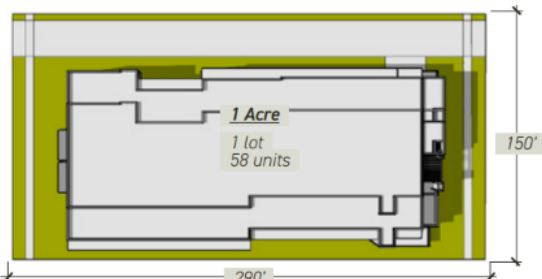


c) Higher Density Housing Types

High density is more than 20 DU/acre and incorporates multi-family developments to achieve this density. The housing types vary greatly based on the needs and densities of a community. Based on the population and resources in Los Alamos County, 20-40 DU/acre would produce affordable housing.

Height is a factor as vertical development is the only way to achieve even denser patterns. This model represents the minimum density required to have a transformative effect on housing affordability and grow and support economic development in the community.

MULTI-FAMILY



E. Available Land

1. Land capacity, feasible numbers based on density

Los Alamos is extremely constrained by the quantity of land available for housing development. Table 24 shows the capacity of potential development sites in the Los Alamos Townsite, including properties owned by public entities and privately owned vacant parcels that are zoned for residential or mixed-use. There are approximately 250 acres that could be feasible for residential development. Estimated densities are based on current zoning and topography. The estimates assume that properties with steep slopes or rocky soils based on a review of aerial photography and topography would not achieve the maximum allowable units as allowed under the applied zoning.

Table 24. Potential Development Sites

Community	Status	Name	Location	Acres	Net Density	Total Units
Townsite	Short Term	Pueblo Canyon Cliffs - Gardner Subdivision San I	San I and Alamo Rd	4.3	5	20
White Rock	Short Term	Platted Lots	Scattered sites	1.4	5	7
Townsite	Medium Term	Ponderosa Estates Future Phase 4	Range Road and Guaje Pines Cemetery	22.0	0	0
Townsite	Medium Term	Platted Lots	Scattered sites	55.1	3	174
Townsite	Medium Term	North Mesa -- low-density option	North Mesa Middle School Land	29.0	8	210
		North Mesa -- high-density option			14	340
Townsite	Medium Term	DP Road A-8-A	Tract A-8-A	21.7	17	371
Townsite	Medium Term	Vacant MU Downtown - Century Bank Property	2201 Trinity	4.2	30	117
Townsite	Medium Term	Vacant MU Downtown	LAC properties	1.0	20	20
Townsite	Medium Term	Vacant Buildings Downtown	Scattered Sites	3.1	30	93

Community	Status	Name	Location	Acres	Net Density	Total Units
Townsite	Medium Term	Smith's Marketplace Mixed-Use		1.0	30	29
White Rock	Medium Term	Town Center Redevelopment	Longview Dr	1.6	32	32
White Rock	Medium Term	Town Center Redevelopment	Longview Dr	1.3	20	26
White Rock	Medium Term	Grand Canyon Dr.	Grand Canyon Dr.	4.8	4	15
Townsite	Long Term	Mari Mac		7.0	46	322
Townsite	Long Term	Loma Linda Vacant Land - 101 N Mesa Road	101 North Mesa Road	9.9	29	200
Townsite	Long Term	LAPS Buildings	LAPS leased properties	14.6	20	292
White Rock	Long Term	Grand Canyon Dr.	Grand Canyon Dr. and Sherwood	12.6	6	53
Santa Fe County	Long Term	Pueblo Canyon SFCO	NM 502 and NM 4	80.0	4	240
Potential Build-Out Scenario of Identified Development Sites (Assumes 340 units in North Mesa)				275	10	2,351

Los Alamos County, 2024

2. Utilization of Public Land (LAC, LANL, LAPS)

The County and Los Alamos Public School (LAPS) are both major landowners with properties that have favorable physical characteristics and existing infrastructure capacity. The Federal Government also has land that could, through Federal land transfers, either supplement the availability of developable land or be used to relocate recreational facilities allowing redevelopment opportunities for housing.

The use of vacant and underutilized County land was mentioned as a solution to the shortage of housing in the County, although there is disagreement about which parcels should be developed. The County's land ownership gives the County the ability to direct projects in a manner that supports the County's vision as documented in the Comprehensive Plan and strategic plans. The current housing crisis in the County indicates that housing is a priority for the use of suitable properties.

LAPS has property across the county, most notably the 30-acre North Mesa site. The County and LAPS commissioned a study identifying the feasibility of affordable, residential development. The property has incredible potential, especially for missing middle housing that could provide multi-unit or clustered housing types. On these properties, a minimum average of 12 units per acre is recommended given the need, availability of land, and recommended densities to achieve affordable housing in Los Alamos.

The development of public land is challenging and laborious but extremely important. The North Mesa site and other public land may require intensive infrastructure investment or site preparations, but this should be used as leverage for increased affordability and can sometimes have a positive return on investment.

The County and LAPS should consider a variety of development options including selling or leasing land at a discount to support affordable housing, attaching affordability requirements to the land, or creating public-private partnerships with non-profit or for-profit developers, funding entities, and property managers. Partnerships would include partnering with developers to construct affordable housing (multiple ownership and management model options) and the potential to generate lease income, when feasible, either in the form of land leases or rental income.

Section 7. Goals and Recommendations

A. Affordable Housing Unit Targets

1. New Housing & Affordable Unit Production

The following goals are intended to be difficult, achievable, and meaningful benchmarks for Los Alamos given the limited capacity and mobilization of existing affordable housing programs.

To accommodate housing needs over the next five years (2024-2029), it is estimated that, at a minimum, Los Alamos should add 1,300 – 2,400 new housing units which would equate to an average of 260 – 480 units annually. Approximately 830 units are going through the entitlement process but have not yet received a building permit, which is promising. However, recent building permit trends in Los Alamos County average 62 new housing permits annually.

To balance needs and the capacity for growth, this plan initially recommends a modest goal of producing 150-250 units per year (see Goal 3 or Table 28). Of the newly developed units, it is recommended that at least 10 percent of those units be reserved for and affordable to different classifications of low- and moderate-income households (<120% AMI) through long-term affordability protections like liens, deed restrictions, land use restriction agreements and mortgage encumbrances.

Table 25. Recommended Affordable Housing Targets 2024-2029

Recommended Affordable Housing Targets	Annual Units
New Housing Units (Permitted)	>150
New Affordable Housing Units (Permitted)	>15
Home Renewal and Homebuyer Assistance Grants	10 - 15
Small-Scale Rehabilitation Grants	15 - 20
Conservation or Conversion of Affordable Housing Units	10 - 20

Los Alamos County Staff, Sites Southwest; 2024

Given the importance of new housing, the County should evaluate and strategize how to meet production targets annually. If proposals are insufficient to meet those goals, the County should aggressively pursue collaborations, partnerships, and incentives to achieve more proposals. Including minimum density recommendations during the planning review and site plan review process would encourage developers to provide higher density developments.

2. Affordable Housing Rehabilitation, Conservation, and Conversion

Rehabilitation, conservation, and conversion programs can – and should – take many forms and across a wide range of scales: from minor ADA improvements to the acquisition of existing apartment buildings utilizing public/private partnerships.





The Home Renewal Program and Homebuyer Assistance Program (both administered by the Los Alamos Housing Partnership) provide direct assistance to approximately 10 households per year and serve “medium” scale needs (typically \$10,000 - \$50,000 grants). Given the age of housing in Los Alamos (more than half of all homes are over 50 years old) and the need for affordable homeownership, these programs should be expanded and more types of complementary programs implemented at various scales to meet various needs (see Goal 2 and Table 27).

Expanding eligibility of the Home Renewal Program and the Homebuyer Assistance Program and other County sponsored programs from low- (<80% AMI) to moderate-income families (<100% or <120%AMI) should increase the demand for these programs significantly and, with sufficient County and non-profit support, this plan recommends an average annual target of 10 – 15 assisted households for these services. This plan additionally recommends a target of 15 – 20 small-scale (<\$10,000) rehabilitation grants and the conservation or conversion of 10 – 20 units annually from market rate to affordable housing units. Small-scale rehabilitation grants would likely be distributed through non-profit service providers like the existing rehabilitation and purchase programs. County participation in conservation or conversion of units into affordable housing would require proactive collaboration with public/private partners coupled with acquisition, and incentive policies to facilitate potential agreements.

B. Goals, Strategies, and Implementation

Four policy goals are recommended for Los Alamos County. The first focuses on building organizational capacity both within County Government and as external partnerships. The second focuses on achieving more housing affordability through immediate and longer-term solutions. The third focuses on support for housing development in order to achieve more community and economic resilience. The fourth focuses on accessing funding and resources to support affordable housing programs.

It is intended that this Plan will be implemented over 5 years. The implementation process will begin following the approval of the Plan and the associated ordinance by the Los Alamos County Council and the New Mexico Mortgage Finance Authority. Implementation of the Plan will be phased depending on the preferred strategies of the County Council, the availability of funding, and other resources necessary for implementation.

Goal 1	Goal 2	Goal 3	Goal 4
 <p data-bbox="235 961 451 1035">Organizational Capacity</p>	 <p data-bbox="555 951 748 1024">Housing Affordability</p>	 <p data-bbox="857 951 1057 1024">Housing Development</p>	 <p data-bbox="1172 951 1356 1024">Funding and Resources</p>
<p data-bbox="201 1045 472 1591">To successfully develop and implement affordable housing strategies, Los Alamos must expand organizational capacity, either by increasing internal staffing or partnering with other organizations and entities.</p>	<p data-bbox="508 1045 789 1707">To achieve a vibrant and functional community it is essential to have housing that is available and affordable to low- and moderate-income families like teachers, construction workers, retail and service workers, small business owners, doctors, and government workers.</p>	<p data-bbox="815 1045 1096 1633">Los Alamos needs more housing to be inclusive of existing employees and new housing. Especially needed is more housing diversity, such as compact, walkable, environmentally sustainable, dense housing types (greater than 10 dwelling units per acre).</p>	<p data-bbox="1122 1045 1403 1633">The County should create a permanent Housing Trust Fund to fund the programs outlined in this plan. Revenue could come from: General fund, local and regional partners, state and Federal programs and grants, taxes, fees and other sources.</p>

1. Goal 1: Expand Organizational Capacity

Implementation of recommended strategies cannot occur without adequate organizational capacity. To successfully develop and implement affordable housing strategies will require more:

- Partnerships with organizations that can provide housing services.
- Innovative thinking coupled with public/private partnerships.
- Take an active role in land banking for affordable housing development.
- County staffing to creatively develop and effectively manage housing efforts
- Collaboration with regional & institutional partners to address comprehensive growth challenges.
- Collaboration with private landowners and developers to build new and convert existing housing with permanent affordability.

The key is to use and combine the strengths of different partner organizations to maximize capacity and implement housing strategies quickly and efficiently. Non-profit service providers can often provide direct, housing services quicker than a municipality. Private developers (non- and for-profit) can generally build and provide housing quicker and for lower costs than a political entity. Governments and institutions can generally acquire land more easily than private developers and service providers.

The above resources can complement, balance, and offset each other in strategic ways. More partnerships with housing service organizations can reduce (but not eliminate) the need for County staff to provide direct services. More collaboration with regional partners might reduce (but not eliminate) the need to work with landowners and developers within the County.

2. Goal 2: Increase Housing Affordability

Los Alamos is unique in that more than half of the workforce is comprised of professional, scientific, and engineering employees with wages that exceed many of the other industries and also because there is a shortage of developable land and available housing. A low supply of housing with high demand from high, medium, and low-income families means that available housing provided by the market will naturally go more towards higher income versus low and middle-income families.

To achieve a vibrant and functional community with desired services and robust economic activity, it is essential to have housing that is available and affordable to teachers, construction workers, retail workers, small business owners, doctors, firefighters, and government workers. Though the priority should still be to assist low-income households (<80% AMI), this justifies expanding program eligibility to moderate-income households (<120% AMI).

Two types of strategies are helpful in achieving this goal:

1. Strategies that provide resources and support services to low- and moderate-income households to get into or remain in housing that is affordable to them. To accomplish these strategies the County will generally partner with institutions, agencies, or nonprofit organizations to distribute assistance directly to eligible families.
2. The creation and conservation of units that are affordable for low- and moderate-income households for an extended period of time (preferably more than 10 years). To accomplish these strategies, the County should pursue:
 - a. Optional Agreements: provide incentives or something of value in return for reserved affordability, partial ownership, or options to acquire the property. This strategy is often the most cost-effective way to bring additional affordable units to the market, typically through public/private partnerships.
 - b. Policy Requirements: enact policies that require new housing to contribute to affordability goals, either by providing affordable housing directly or by supporting affordable housing efforts (e.g. fee-in-lieu).

3. Goal 3: Support Additional Housing Development

Housing supply is one of the most significant factors affecting the accessibility and provision of affordable housing. Addressing the availability of housing is entirely within the capabilities of the County and can be extremely cost-effective (depending on the strategy). Because Los Alamos County has serious land and infrastructure constraints that limit the total amount of housing that can be developed, affordable housing will be increasingly difficult and costly to provide without also addressing supply through higher densities in core areas.

The general strategy to increase housing supply is to identify and reduce regulatory barriers to development and to incentivize the development of more housing within core areas through higher densities. This goal is complementary but distinctive from expanding housing affordability in that increasing the general supply of housing is typically achieved through market forces and private development and the results are more oriented to the production of market-rate housing.

Though building more market-rate housing is less focused on affordability, it is a powerful vehicle to achieve affordable housing, it reduces exclusionary market forces that discriminate against lower- and moderate-income households, and it can achieve naturally affordable housing that is vastly less resource-intensive to construct and manage.

4. Goal 4: Develop Program Funding & Resources

To increase organizational funding and implement affordable housing strategies, additional funding or resources are needed. It is important to note that the recommended strategies have wildly varying costs depending on scope and implementation and that some programs will have more temporary versus more permanent impacts on the affordability of housing.

Table 26. Expanding Organizational Capacity

Recommended Strategy	Description and Associated Actions	Time Frame
Goal 1: Expand Organizational Capacity		
Service Provider Partnerships	The provision of service programs and direct housing assistance is typically provided by non-profit or private entities. LAC has experience working with non-profit providers but needs to expand its capacity to provide programs.	Short-Long (Ongoing)
LAC Staff Capacity	LAC Staff are successfully administering and growing programs, but it will likely require additional staffing to more meaningfully and proactively address housing as described in this document.	Medium-Long (Ongoing)
Regional & Institutional Partnerships	LAC has unique strengths and organizational capacity but also significant constraints. Working with other jurisdictions and institutions in the region can capitalize on LAC's strengths and utilize the strengths of other entities to better meet the community and economic needs of Los Alamos. <ul style="list-style-type: none"> • Los Alamos National Laboratory • Los Alamos Public Schools • Española and Rio Arriba County • Santa Fe, City and County • Rio Rancho and Sandoval County • Pueblos 	Medium-Long (Ongoing)
Public/Private Partnerships	Housing is typically provided by the private sector, but with changes in the housing market, the County should be proactive in recruiting and working with developers to identify strategies to include affordable housing in new developments. In addition, the County should take the lead in the development of its land utilizing the public/private partnership model to provide affordable units for its employees, social services, and partner agencies. The County should also engage with landowners to identify how to best utilize existing land and buildings for housing. The County's Affordable Housing Ordinance and MRA designations allow leveraging public contributions for affordable housing and redevelopment. This could include: <ul style="list-style-type: none"> • Land disposition and discounts • County or quasi-judicial development partner • Public/private Partnerships utilizing leased County owned land • Identify potential financial, engineering, infrastructure, design, and entitlement incentives that can be given for desired deliverables (e.g. affordable housing units) • Rehabilitation and conversion programs 	Short-Long (Ongoing)

- Incorporation of residential into all mixed-use, commercial, and institutional projects through development and investment partnerships.
- Creation of Housing Authority or Land Trust.

Table 27. Expand Housing Affordability

Recommended Strategy	Description and Associated Actions	Time Frame
Goal 2. Increase Housing Affordability		
Reserved Low- and Moderate- Income Units	<p>Los Alamos can require units to be reserved for, and affordable to, low- and moderate-income households through mechanisms such as liens and deed restrictions.</p> <ul style="list-style-type: none"> • A percentage of new units can be reserved, or set aside at affordable rates as has been successfully practiced by the City of Santa Fe (e.g.: inclusionary zoning code or inclusionary policy requirements tied to development agreements) • Housing developments and existing units receiving subsidies and support can be reserved at affordable rates long-term or in perpetuity. • Consider a one-time cash incentive for completed ADUs or rehabilitated units coupled with a permanent affordability restriction. • Land or housing units that pass through public or non-profit ownership can have an affordability requirement placed on them before they are sold. • Utilize Public/Private Partnerships to “buy down” or otherwise provide permanently affordable units at 30-120% AMI. • Conversion of vacant or underutilized hotels and motels into long-term residential units • Incentives to encourage short-term rentals to rent to long-term tenants. • Provide County-owned affordable units for employees and partner agencies for use by core and essential services. 	Short (Ongoing)
Rehabilitation Programs	<p>Expand rehabilitation programs and identify potential administrators who can operate and expand the usage of this program. Especially as the bulk of housing units continue to age. The program should target a variety of different rehabilitation needs including:</p> <ul style="list-style-type: none"> • Single-family rehabilitation • Emergency assistance • ADA improvements • Energy efficiency and reduction of utility costs • Acquisition and rehabilitation of vacant or dilapidated housing at small and large scales • Acquisition and conversion of non-residential buildings into residential units at small and large scales 	Short (Ongoing)
Homebuyer/owner Assistance	<p>Identify potential administrators who can operate and expand the usage of the downpayment assistance program. Additionally, identify the potential for foreclosure prevention programs that can cost-effectively keep people in existing homes.</p> <ul style="list-style-type: none"> • Downpayment assistance and interest rate buy-downs • Foreclosure prevention • Homebuyer readiness training • Construction and rehabilitation programs 	Short (Ongoing)

Recommended Strategy	Description and Associated Actions	Time Frame
Renter and Landlord Assistance	<p>Renters have significant issues that should be prioritized. Working with renters and landlords can be an important way to ensure fair housing and prevent evictions. Owners can also benefit from resources to rent housing that could otherwise remain vacant.</p> <ul style="list-style-type: none"> • Rental Vouchers • Lease Agreements • Landlord/Tenant Hotline or Informational Resources • Eviction Protection/Prevention • Utilize Public/Private Partnerships to “buy down” or otherwise provide permanently affordable units at 30-120% “real Los Alamos” AMI. • Support and participation in the development of additional LIHTC projects on County or Institutionally owned land. 	Medium – Long
Senior Housing Support	<p>Seniors can require a unique set of housing needs that should be independently addressed. This can include rehabilitation to keep seniors in their existing units and relocation assistance so that seniors can get the right type of housing based on their unique needs.</p> <ul style="list-style-type: none"> • Rehabilitation programs – especially related to improving accessibility • Relocation assistance (planned and emergency) • Emergency foreclosure and eviction support • Utility payment assistance • Rent assistance, or stabilized options for seniors with fixed incomes. 	Short-Long
Support for Homeless and Unstable Households	<p>Support for homeless and unstable households requires a variety of needs depending on the individual households. Given the small size of Los Alamos and the small number of homeless households, many services will have to be provided outside of the County, and services provided within the County should strategically focus on homeless prevention, emergency needs, relocation assistance, and access support.</p> <ul style="list-style-type: none"> • Information and assistance accessing resources outside of Los Alamos (e.g. domestic violence support, emergency shelters, rental vouchers, health services, etc.) • Emergency foreclosure and eviction support • Emergency relocation assistance • Document assistance and mail services • Eviction protection policies • Managed and safe outdoor spaces • Utility payment assistance • Pursue and support regional collaborations related to supportive and transitional housing as well as housing for victims of domestic violence. 	Short-Long
Incentivize the Development of Affordable Housing	<p>Providing incentives in the form of financial or other types of support can achieve affordable housing from developers or property managers.</p> <ul style="list-style-type: none"> • Streamlined entitlements (e.g.: administrative approvals, by-right approvals) • Regulatory incentives (e.g.: density, height, parking standards, setbacks) 	Short-Long

Recommended Strategy	Description and Associated Actions	Time Frame
	<ul style="list-style-type: none"> Financial or regulatory assistance for owners of vacant and/or underutilized properties Financial and programmatic assistance for prospective landlords who are moving into a new home (providing rental management and a guaranteed passive income in exchange for an affordable rental unit) Financial incentives for new development (e.g.: site preparation, land donation, infrastructure improvements, etc.) Consider a one-time cash incentive for completed ADUs or rehabilitated units coupled with a permanent affordability restriction 	
Volatility Controls	<p>Limit volatile price swings otherwise experienced throughout the market, especially for affordable or specifically targeted units. Similar to reserving housing at affordable price points, this strategy could involve using mechanisms such as liens and deed restrictions when providing land, infrastructure improvements, regulatory concessions, or financial subsidies to:</p> <ul style="list-style-type: none"> Limit the annual increase in rent to, for example, 10% Limit the sales price for a home purchased with affordable housing incentives to, for example, 5% annually Require that a home purchased at a certain AMI, be affordable to that same AMI when eventually sold (e.g.: a home purchased by a 100% AMI household would be sold at a rate affordable to a 100% AMI household) Consider permanent deed restrictions in consideration of homebuyer assistance or homeowner rehabilitation funding. 	Medium-Long
Market Alternatives	<p>The County can reduce market volatility by having more market alternatives such as:</p> <ul style="list-style-type: none"> Low-income housing Tax Credit projects Land banks or land trusts that lower the barrier to entry for prospective home buyers and reduce market volatility Employer or non-profit managed housing 	Short-Medium

Table 28. Housing Development

Recommended Strategy	Description and Associated Actions	Time Frame
Goal 3: Support Additional Housing Development		
Utilize Public and Institutional Land	<p>The County is a major landowner and, along with the Los Alamos Public School system and other major employers, has an existing inventory of potentially developable land that could be used for housing.</p> <ul style="list-style-type: none"> • Consider public-private partnerships • Dispose of land with discounts, mandates, and/or incentives for affordable housing projects • Address zoning, entitlement, and infrastructure needs to facilitate use of properties 	Short-Medium
Support Development for Targeted Housing Needs	<p>The County should create a program to provide development incentives to support the development of low- and moderate-income housing, housing for seniors, student housing, temporary or transient housing, and workforce housing. Incentives include:</p> <ul style="list-style-type: none"> • Fee waivers • Financial Donations • Land Donations • Infrastructure and Site Enhancements • Tax Increment Financing (TIFs) or Public Improvement Districts (PIDs) • Loan assistance either by providing loans with favorable terms or by guaranteeing loans • Use of bond financing for affordable housing 	Short-Medium
Increase Residential Densities and Diversify Unit Types	<p>To most efficiently capitalize on available land, supply as much housing as feasible through smaller unit types, a mix of different housing options, and higher development densities in core areas rich in amenities.</p> <ul style="list-style-type: none"> • Investigate the potential for smaller housing units and lot sizes, especially for seniors, starter families, and empty nesters. • Identify minimum or suggested residential densities for different zoning districts, areas of the county, or properties to achieve housing goals. • Encourage "Accessory Dwelling Units" in all districts that allow residential. • Encourage the incorporation of residential into all mixed-use, commercial, and institutional projects. • <u>Require minimum density recommendations for County P&Z cases to ensure minimum densities of the Comp Plan/Downtown Master Plans/AHP etc. are met.</u> • Reduce parking requirements and street and right-of-way-widths 	Short-Long
Reuse Underutilized Resources	<p>Encourage the conversion of vacant and underutilized land and buildings.</p> <ul style="list-style-type: none"> • Encourage and support property owners in converting, improving, and leasing out existing land and buildings for residential units • Encourage redevelopment to allow more housing opportunities • Consider rehabilitation loans and grants to increase environmental standards, reduce utility costs, and develop affordable housing. • Implement Vacant Home Ordinance. 	Medium-Long

Recommended Strategy	Description and Associated Actions	Time Frame
	<ul style="list-style-type: none"> Consider County support for the conversion of underutilized or vacant hotels/motels for residential, temporary, or transitional housing. Consider County incentives for the conversion of second- and underutilized homes for long-term rentals. 	
Assist with Inspection and Construction Challenges	<p>Reduce construction barriers, especially those associated with the size and remoteness of Los Alamos.</p> <ul style="list-style-type: none"> Support County electrical, mechanical, and plumbing inspections. Allow third-party construction inspections for unique projects when appropriate. Support legislative initiatives to address resource issues and streamline State level building reviews and inspections. Lease land for temporary housing for construction workers Provide land for staging materials Provide accurate mapping, infrastructure and utility locations, and land surveying 	Medium-Long
Pro-Housing Zoning & Land Use Regulations	<p>Los Alamos should continue to evaluate zoning to ensure that housing, especially affordable housing, can be provided in a variety of areas and combination with a variety of projects.</p> <ul style="list-style-type: none"> Encourage mixed-use and mixed income projects. Allow a variety of densities in residential areas, including incentives for accessory dwelling units and small-scale conversions or increases in density. Encourage shared and multi-household living arrangements (e.g.: multi-generational, community-oriented housing, room subletting, shared versus private common spaces, mixed short- and long-term stay facilities) <u>Require a minimum density recommendation for all County P&Z cases and site plan approvals to ensure minimum densities of the Comp Plan/Downtown Master Plans/AHP etc. are met.</u> Consider form-based codes that limit massing, design, and development impacts versus limitations on the number of housing units 	Short-Medium (Ongoing)
Land Inventory	<p>Maintain the inventory of identified public and private land with development potential.</p>	Short-Long (Ongoing)
Regional Partnerships	<p>Given land and infrastructure constraints, Los Alamos can support the provision and development of needed housing in other jurisdictions. This could include:</p> <ul style="list-style-type: none"> Regional collaboration on housing strategies Professional and leadership development initiatives. Joint planning and resource sharing. Targeted incentives for development in neighboring jurisdictions Joint infrastructure improvements to handle regional growth. This could include transportation and transit projects near affordable and market-rate housing developments. 	Medium-Long (Ongoing)

Table 29. Funding and Resource Strategies

Recommended Strategy	Description and Associated Actions	Time Frame
Goal 4. Develop Program Funding and Resources		
Dedicated Housing Trust Fund	<p>A dedicated housing trust fund could be used to support affordable housing projects. This could be funded through:</p> <ul style="list-style-type: none"> • Land sales • General fund allocations • Taxes, permits, and fees • General bonds • Tax increment financing. • Private grants. • Fee-in-lieu payments (as done in the City of Santa Fe) 	Short-Medium
LANL funding	<p>The County should work with LANL or other federal agencies to explore opportunities to receive federal funds for the purpose of supporting housing in Los Alamos. This could include direct payments from LANL into a Housing Trust Fund.</p>	Short-Medium
Federal Land Transfers	<p>The County should continue to work with Federal Agencies to acquire land that can be developed with housing or that could accommodate the relocation and expansion of public facilities (e.g.: golf courses, parks, open space, and trailhead parking).</p>	Long
State and Federal Funding for Affordable Housing	<p>The Federal Government and the State of New Mexico have various funding opportunities that should be watched. New state funding opportunities include the Opportunity Enterprise Revolving Fund and support from the New Mexico Finance Authority. Common funding sources include:</p> <ul style="list-style-type: none"> • New Mexico Mortgage Finance Authority (MFA) • New Mexico Economic Development Department (NMEDD) • New Mexico Finance Authority (NMFA) • US Housing and Urban Development (HUD) • US Department of Agriculture (USDA) • US Veterans Association (VA) 	Short-Long

D. Public-Private Partnership Case Studies

1. Summary

Public-private partnerships (PPPs) are a way for the Los Alamos County government to influence, promote, and advocate for affordable housing development. Public entities, or local governments, can provide land and project stewardship to a private developer who executes the housing development. Partnerships can increase efficiency and reduce costs by working together to navigate project feasibility and address barriers. It is typical for the public entity to manage the land and project vision while relying on a private partner or developer to determine project construction and execution. This effort requires strong working relationships and clear communication to achieve the desired outcomes for both parties. The following “lessons learned” come from regional and national examples of PPPs resulting in housing development:

- Everything takes more time than you plan for; phased development allows for project and budget flexibility.
- Diversify new development and address community needs; utilize surveys to determine priorities and preferences.
- Plan and budget for incentives and direct financial contributions to support and catalyze development, especially targeted to affordable housing and redevelopment.

2. Case Studies

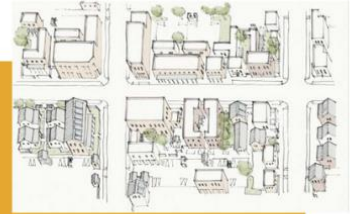
Additional information about each project is included to show the different roles a public partner can have in a PPP and may serve as inspiration for future development agreements:

- Clearly distinguish roles with private partners; implement evaluation tools for both parties based on agreed-upon responsibilities.
- Lease/sell publicly held land to activate the site; acquire and transfer private land
- Utilize and promote tax credits to private developers, especially LIHTC programs

Amador Proximo - Las Cruces, NM

Plan Completed

- 50+ acre planned "Community Blueprint" for a potential mixed-use & affordable housing neighborhood
- City-led planning exercise with various private ownership - one party owns approximately 31 acres. An affordable housing project was proposed as a potential development within the planning area.
- The City led the Community Blueprint process but has not been involved in land ownership, infrastructure financing, or direct development of the site.



Holiday Neighborhood - Boulder, CO

Completed

- 27 acre planned mixed use and affordable housing New Urbanist community
- The City of Boulder acquired land and transferred ownership to Boulder Housing Partners (housing authority for the City of Boulder). BHP managed a planning and design process, developed the land, and sold sites to private developers. BHP provided general oversight and management of the planned community after land sales to private developers. Private developers were responsible for developing, marketing, and selling uses within each of their respective sites. The Holiday Neighborhood Master Association progressively took over management as tenants occupied the sites.
- The City acquired the land from a private landowner, transferred ownership to Boulder Housing Partners, and provided financial assistance to enable additional affordable housing.

Sawmill Community Land Trust - ABQ, NM

Completed

- 34 acres of redeveloped industrial land for affordable housing and economic development
- The Sawmill Community Land Trust (SCLT) holds the land in trust. Adjacent properties are in private ownership but have contributed to the redevelopment
- The City of Albuquerque acquired and transferred the original 27- acre site to the SCLT and has supported residential development through its Workforce Housing Trust Fund



Mueller Austin - Austin, TX

Completed

- 711 acre master planned residential and commercial community
- The City of Austin managed initial planning efforts and joined into a partnership with a private company as the master developer. A commission appointed by the City Council ensures compliance with the master plan. A council reviews all construction to ensure compliance with design guidelines. A property owners association maintains common amenities (pools, parks, and trails). A non-profit corporation manages an affordable homes program.
- The City developed an initial vision and goals. They maintained land ownership until builders are contracted, as well as, direct and indirect oversight regarding compliance with planning and affordability goals. Review and negotiation of proposed development

The Village at Wintergreen - Keystone, CO

Completed

- 28+ acre development featuring 243 units with one, two, and three-bedroom floor plans. Units are set aside for workforce housing and 100% AMI affordability rates.
- Summit County's \$300,000 loan and the Summit Combined Housing Authority's partnership were instrumental in securing a property tax exemption for a portion of the project. These initiatives played a crucial role in Gorman & Co.'s successful application for 9% Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing and Finance Authority (CHFA). This combination of funding ensures affordability across the property:
- 120 long-term rental units capped at an average of 100% Area Median Income (AMI)
- 87 LIHTC units for local workers making 30-60% AMI
- 36 master-leased units by Vail Resorts to address seasonal housing needs at Keystone Resort

The Larkspur - Breckenridge, CO

Completed

- A 52-unit workforce housing development that offers a variety of housing types at a variety of prices.
- This project is a partnership between the Summit County and the Town of Breckenridge. Summit County provided the 1.8-acre parcel and project management for the entitlements and construction process. The Town of Breckenridge provided bond capacity to fund the \$22 million project with a 50/50 repayment split between the County and town. The project will be managed by a third-party property management company. The project received \$2.5 million in innovative housing grant funding from the State of Colorado.



LOGE - Breckenridge, CO

Completed

- A 38-room hotel conversion into affordable housing that offers comfortable, convenient, and affordable housing that promotes communal-style living
- Summit County, in partnership with the Town of Breckenridge, acquired the hotel in Fall 2022. A third-party property manages the property.



LAC Affordable Housing Plan

MFA Compliant Plan and Toolbox for Decision Makers

Dan Osborn, Housing and Special Projects Manager
Carlos Gemora, Sites Southwest

June 25, 2024

Affordable Housing Act & MFA

In 2007, the New Mexico Legislature strengthened the Affordable Housing Act, allowing state and local governments to directly support affordable housing projects. This covers costs for land, building acquisition or improvement and financing. Affordable housing, under the Act, refers to residential units primarily intended for **low- and moderate-income residents**. **The Act empowers municipalities:**

- **Donate or pay for land:** contribute land or cover its cost for constructing affordable housing.
- **Fund conversion or renovation:** Existing buildings can be transformed into affordable housing with municipal financial assistance.
- **Support infrastructure and financing:** help finance essential infrastructure or the financing itself for affordable housing projects.
- **Comprehensively cover project costs:** contribute to any aspect of affordable housing projects, including acquisition, development, construction, financing, operation, or ownership.
- **To leverage these tools, the Act requires local governing bodies to adopt an Affordable Housing Plan and Ordinance.** Analyses conducted for this plan suggest that contributions can be effective up to 120% of the Area Median Income (AMI), which will ultimately help the County achieve its housing objectives
- **MFA Approves the Plan unlocking Programmatic, Policy, and Development funding in support of affordable Housing – tools in the Toolbox.**

Executive Summary

- To achieve a vibrant and functional community with desired services and robust economic activity, it is essential to have housing that is available and affordable to a variety of different people at all income levels, stages of life, and working in different industries.
- This plan provides data to justify public assistance and donations that achieve affordable housing cost burdened low- and moderate-income households (up to 120% Area Median Income).
- The Plan has been reviewed by MFA throughout development and was recently approved for consideration and adoption by the County.
- This plan recommends goals and strategies effective in addressing affordable housing needs – “the Toolbox”

This will require more:

- Housing development with diverse options, especially “missing middle,” compact, efficient, and higher-density housing types
- Housing that is reserved or set aside for targeted incomes, especially low- but also moderate-income households
- Housing assistance for those most in need, including rental vouchers, downpayment assistance, and home rehabilitation

Change in Income vs. Housing Costs, 2018-2023 (Figure 10, Pg. 27)



Initial Questions?

Home Purchase Affordability Gap (Table 17, Pg. 34)

Rental Home Affordability Gap (Table 18, Pg. 34)

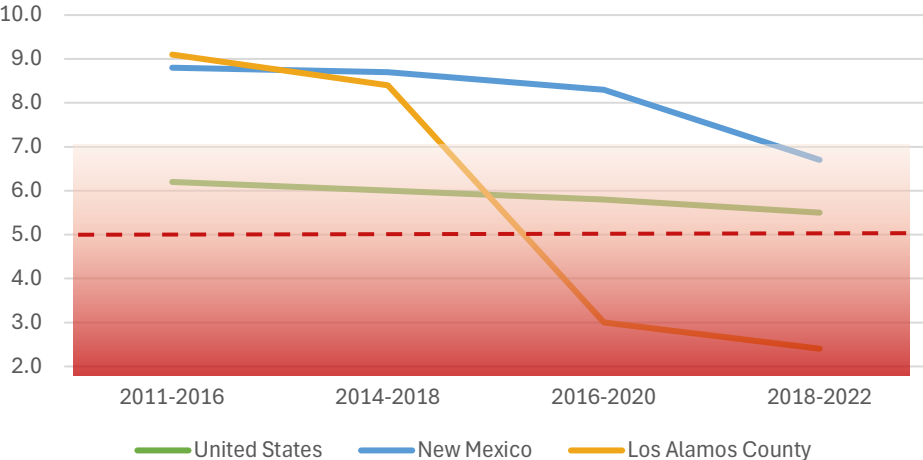
% Median Income	Annual Income	Affordable Purchase Price ⁶	Median Sales Price (2023)	Gap Between Market Price and Affordability
30%	\$40,900	\$138,000	\$551,500	-\$413,500
50%	\$68,100	\$230,000	\$551,500	-\$321,500
80%	\$108,960	\$368,000	\$551,500	-\$183,500
100%	\$136,200	\$460,000	\$551,500	-\$91,500
120%	\$163,400	\$552,000	\$551,500	\$500
150%	\$204,300	\$690,000	\$551,500	\$138,500
200%	\$272,400	\$920,000	\$551,500	\$368,500

% Median Income	Annual Income	Affordable Rent (30% Monthly Income)	Existing Median Rent (2024)	Gap Between Market Price and Affordability
30%	\$36,350	\$1,000	\$2,500	-\$1,500
50%	\$60,550	\$1,500	\$2,500	-\$1,000
80%	\$96,840	\$2,500	\$2,500	\$0
100%	\$121,050	\$3,000	\$2,500	\$500
120%	\$145,250	\$3,750	\$2,500	\$1,250
150%	\$181,600	\$4,500	\$2,500	\$2,000
200%	\$193,680	\$4,750	\$2,500	\$2,250

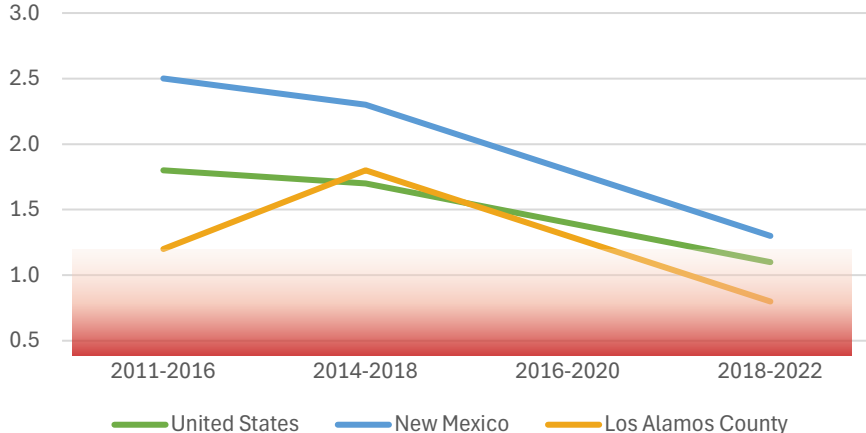
Shortage of Housing

Housing supply (availability) is essential for market health & affordability.

Rental Unit Vacancy Rate (Availability)



Homeowner Unit Vacancy Rate (Availability)



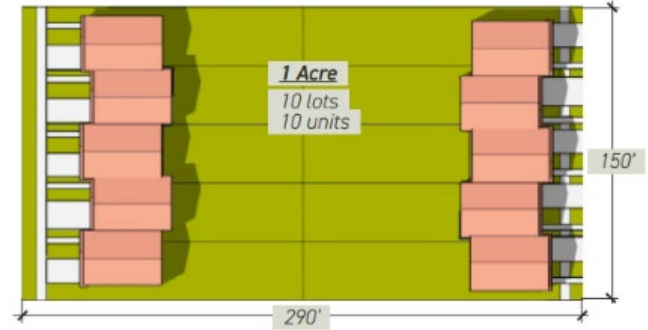
“Need” for Additional Housing 2024-2029

- 1,300 new units are estimated to maintain the status quo, halt the growing shortage of housing, and allow for limited economic and community growth.
- 2,400 new units are estimated to satisfy housing demands, achieve higher levels of affordability, and spur economic and community growth. Greater levels of supply would also reduce the long-term reliance on public subsidies.

	Number of Units	Details and Assumptions
Population Growth (2022-2029)	394	Linear population growth forecast starting in 2022 with an average of 2.35 persons per household
Employment Need (2022-2029)	400	Based on local employment and LANL (2023-25) targets with 40% directly moving into Los Alamos and 1.25 employees per household
Commuter Need (2022-2029)	994 - 1,988	Range of 2.5-5%* (x7 years) of the existing and expected potential commuter market. This equates to 142-284 new households annually, or one new housing unit for every 33-66 existing in-commuters. *2.5% = historic average capture rate; 5% = robust capture rate plus the additional market availability
Permitted Units (2022-2023)	-118	New dwelling units permitted by Los Alamos County
Approved Units (2022-2023)	-293	Approved residential developments; permit approvals expected to in subsequent years
Estimated Additional Housing Units Needed 2024-2029	1,377 - 2,371	The lower end of the range represents the minimum number of units needed to maintain the status quo. The upper end of the range would allow supply-side gains. Additional units above this range would result in significant gains to housing affordability, economic growth, and community sustainability.



TOWNHOUSE/ROWHOUSE



COTTAGE



Quantifiable Production and Affordable Unit Goals

1. New Housing: Permit at least 150 units per year with a preferable target of 250 units per year and try to designate at least 15 new units as affordable for low- and moderate-income households.
2. Renewal and Homebuyer Assistance: Issue 10 to 15 home renewal and homebuyer assistance grants.
3. Small Rehabilitation Grants: Issue 15 to 20 small-scale rehabilitation grants.
4. Designation of Affordable Units: Conserve or convert 10 to 20 units as affordable for low- and moderate-income households.

Policy Goals & Strategies

- It is intended that this Plan will be implemented over 5 years.
- Implementation process will begin following the approval of the Plan and the associated ordinance by the Los Alamos County Council and New Mexico Mortgage Finance Authority.
- Implementation will be phased depending on the preferred strategies of the County Council, the availability of funding, and other resources necessary for implementation.

Goal 1	Goal 2	Goal 3	Goal 4
 <p>Organizational Capacity</p>	 <p>Housing Affordability</p>	 <p>Housing Development</p>	 <p>Funding and Resources</p>
<p>To successfully develop and implement affordable housing strategies, Los Alamos must expand organizational capacity, either by increasing internal staffing or partnering with other organizations and entities.</p>	<p>To achieve a vibrant and functional community it is essential to have housing that is available and affordable to low- and moderate-income families like teachers, construction workers, retail and service workers, small business owners, doctors, and government workers.</p>	<p>Los Alamos needs more housing to be inclusive of existing employees and new housing. Especially needed is more housing diversity, such as compact, walkable, environmentally sustainable, dense housing types (greater than 10 dwelling units per acre).</p>	<p>The County should create a permanent Housing Trust Fund to fund the programs outlined in this plan. Revenue could come from: The general fund, local and regional partners, state and Federal programs and grants, taxes, fees, and other sources.</p>

Case Studies – Inspiration for Future Developments from the Toolbox

- Clearly distinguish roles with private partners; implement evaluation tools for both parties based on agreed-upon responsibilities.
- Lease/sell publicly held land to activate the site; acquire and transfer private land
- Utilize and promote tax credits to private developers, especially LIHTC programs

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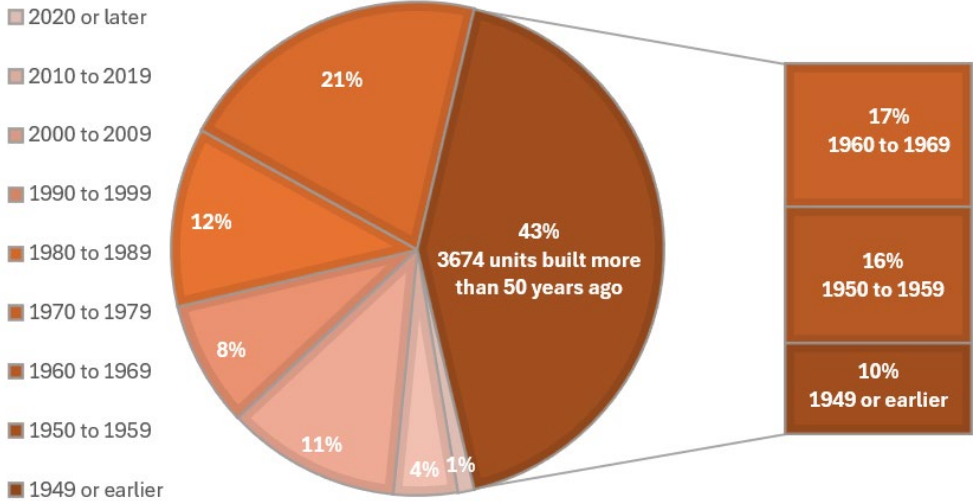


Approval & Implementation

- Implementation will begin following the approval of the Plan and the associated ordinance by the Los Alamos County Council.

Questions?

Age of Housing Stock





June 20, 2024

Daniel Osborn
Housing and Special Project Manager
1000 Central Avenue
Los Alamos, NM 87544

Re: County of Los Alamos Affordable Housing Plan - Approval

Dear Mr. Osborn,

The New Mexico Mortgage Finance Authority ("MFA"), in accordance with the Affordable Housing Act (Section 62-7-1 et. seq. NMSA 1978) (the "Act") and the Affordable Housing Act Rules (the "Rules") adopted thereto, has reviewed the Affordable Housing Plan (the "Plan") as submitted by the County of Los Alamos (the "County") on June 20, 2024. MFA has determined that the Plan addresses the minimum required elements set out in the Act and the Rules.

Under the Rules, the County must provide MFA with a certification that the Plan was adopted by the County Council once that has taken place. Any contributions to affordable housing made by the County must be submitted to MFA for approval, as they occur. Full application packages do not need to be sent; instead, a listing of applicants and recommended awards is acceptable.

Thank you for the County's continued efforts in providing affordable housing to its residents. If you have any questions, please contact Julie Halbig, Director of Compliance and Initiatives, at jhalbig@housingnm.org or (505)-308-4216.

Sincerely,

A handwritten signature in black ink that reads "Julie Halbig".

Julie Halbig
Director of Compliance and Initiatives
New Mexico Mortgage Finance Authority

Cc: Carlos Gemora, Sites Southwest



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.:	1)
Index (Council Goals):	Quality Excellence - Effective, Efficient, and Reliable Services; Quality Governance - Fiscal Stewardship; Quality Governance - Intergovernmental and Regional Relations
Presenters:	Erika Thomas, Budget and Performance Manager, Danielle Duran, Intergovernmental Affairs Manager and Anne Laurent, County Manager
Legislative File:	18726-24

Title

Consideration and Possible Approval of the FY2026 Through FY2030 State Infrastructure and Capital Improvement Plan (ICIP) Submission

Recommended Action

I move that Council approve the submission to the State of the ICIP as presented in Attachment A. I further move that the Council authorize the County Manager or Designee(s) to execute documents as may be reasonably necessary to accept State Capital Outlay Funds, provided the documents shall be in a form acceptable to the County Attorney.

Board, Commission or Committee Recommendation

Los Alamos County Council Regional and State Working Group recommends approval of the ICIP as presented.

County Manager's Recommendation

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

Body

The County is required to prepare and submit an Infrastructure and Capital Improvement Plan (ICIP) to the State by July 12, 2024. Generally, a project must appear on this list if the County expects to have any State funding considered for that project. Listing a project in the ICIP does not guarantee funding from the State, nor does this document constitute an application for funding. With limits in State revenues, very little consideration will be given to projects beyond the top five listed. Most legislative grants are expected to be in small amounts.

Several things must be noted about the rankings in the state's ICIP. First, the State's ICIP is a five-year plan. The top **20** projects for next year were chosen based on Council goals, discussions with County staff, necessity of the project, importance of the project based on previous discussions with Council and the Public, and potential for funding from the state. The ICIP includes all Utility Capital Projects and all General County Capital Projects. Studies are not listed. Excluding the top **20** projects, all other projects are in no particular ranking.

Both the full ICIP list and the ranking as recommended by staff were discussed with members of the Council's Regional and State Working Group which also recommends adoption of the list as

currently ranked.

The ICIP Ranking list is shown in Attachment A. A complete listing of all projects contained in the ICIP along with short overview of each project will be distributed prior to the County Council meeting on June 25, 2024.

Attachment B is a presentation on the top five (5) projects.

Alternatives

Council could choose not to approve the submission, which could limit the County's ability to receive State funding. Council could also choose a different top five projects or change the order of the ranking of the top five.

Fiscal and Staff Impact/Planned Item

The submission of the ICIP to the State enables the County to request project funding from the State and may reduce the amount of local funds required for the projects.

Attachments

A - FY2026 Through FY2030 ICIP Ranking List

B - ICIP Top Five Presentation

NMDFA ICIP 2026-2030

Year	Rank	Project Title	Funded to date	2026	2027	2028	2029	2030	Total Project Cost	Amount Not Yet Funded
2026	1	Housing Infrastructure (affordable housing)	5,000,000	3,000,000	-	-	-	-	8,000,000	3,000,000
2026	2	Emergency Operations Center	5,000,000	1,000,000	-	-	-	-	6,000,000	1,000,000
2026	3	Social Services Colocation Facilities	500,000	2,000,000	4,000,000	-	-	-	6,500,000	6,000,000
2026	4	EV Charging Infrastructure (design and	-	4,000,000	-	-	-	-	4,000,000	4,000,000
2026	5	North Mesa Affordable Housing Project	7,225,000	2,000,000	-	-	-	-	9,225,000	2,000,000
2026	6	White Rock Town Center & Longview Dr	-	2,500,000	6,000,000	-	-	-	8,500,000	8,500,000
2026	7	Fire Station 6 Improvements	-	1,500,000	11,500,000	-	-	-	13,000,000	13,000,000
2026	8	Food Composting Station	-	4,000,000	-	-	-	-	4,000,000	4,000,000
2026	9	N Mesa/San Hildelfonso Road Waterline Replacem	-	2,000,000	-	-	-	-	2,000,000	2,000,000
2026	10	Denver Steels Phase 2 & 3 (waterline replacement	-	2,700,000	-	-	-	-	2,700,000	2,700,000
2026	11	Finch Street Infrastructure - Econ Dev	2,500,000	2,500,000	-	-	-	-	5,000,000	2,500,000
2026	12	Fire Station Replacement 4	12,050,000	1,500,000	-	-	-	-	13,550,000	1,500,000
2026	13	Historic WAC Building Restoration	4,177,418	1,000,000	-	-	-	-	5,177,418	1,000,000
2026	14	Aspen School Area Waterline, Sewer line &	-	3,500,000	-	-	-	-	3,500,000	3,500,000
2026	15	Ice Rink Chiller System and Floor Replacement	6,500,000	2,500,000	-	-	-	-	9,000,000	2,500,000
2026	16	Jemez Mtns Regional Fire Prot Phase 2	11,000,000	7,000,000	-	-	-	-	18,000,000	7,000,000
2026	17	Tween Center	400,000	4,000,000	-	-	-	-	4,400,000	4,000,000
2026	18	Regional Transit Center	500,000	5,000,000	2,000,000	-	-	-	7,500,000	7,000,000
2026	19	MRA - WR Metropolitan Redevelopment Area	3,000,000	4,500,000	-	-	-	-	7,500,000	4,500,000
2026	20	Park and Ride Stop on Trinity Drive	-	500,000	-	-	-	-	500,000	500,000
2026	21	Community Broadband	2,440,590	300,000	300,000	300,000	300,000	300,000	3,940,590	1,500,000
2026	22	Wildlife Resistant Container	500,000	40,000,000	-	-	-	-	40,500,000	40,000,000
2026	23	Fiber Middle Mile & Backbone	2,000,000	6,000,000	-	-	-	-	8,000,000	6,000,000
2026	24	Bike Share Program	-	250,000	-	-	-	-	250,000	250,000
2026	25	Overhead Dist & Pole Replacement	825,000	450,000	450,000	450,000	450,000	450,000	3,075,000	2,250,000
2026	26	Major Network Replacement	300,000	250,000	250,000	250,000	250,000	-	1,300,000	1,000,000
2026	27	Tourism Wayfinding Signage	500,000	325,000	-	-	-	-	825,000	325,000
2026	28	White Rock Visitor Center Site Improvements	50,000	350,000	-	-	-	-	400,000	350,000
2026	29	URD Replacement (cables, jboxes, pedest)	2,750,000	2,750,000	3,600,000	2,700,000	3,000,000	3,750,000	18,550,000	15,800,000
2026	30	Public Safety Radio System	74,000	2,000,000	-	-	-	-	2,074,000	2,000,000
2026	31	Storm Water Management	-	500,000	500,000	-	-	-	1,000,000	1,000,000
2026	32	Recreation Trail Restoration	-	500,000	-	-	-	-	500,000	500,000
2026	33	Transit Fleet Expansion to support	-	650,000	-	-	-	-	650,000	650,000
2026	34	ADA Transition Plan	65,000	350,000	-	-	-	-	415,000	350,000
2026	35	Betty Ehart Senior Center Facilities	440,000	1,900,000	-	-	-	-	2,340,000	1,900,000
2026	36	Overlook Park Ballfield Lights	-	900,000	-	-	-	-	900,000	900,000
2026	37	Los Alamos Wastewater Treatment Plant and	-	450,000	-	-	-	-	450,000	450,000
2026	38	Downtown Structured Parking	-	10,000,000	-	-	-	-	10,000,000	10,000,000
2026	39	Los Alamos Visitors Center	-	2,000,000	-	-	-	-	2,000,000	2,000,000
2026	40	Fire Station Facilities Maintenance	-	660,000	-	-	-	-	660,000	660,000
2026	41	Canada del Buey Multiuse Trail Extension (potential MRA project)	-	1,000,000	-	-	-	-	1,000,000	1,000,000
2026	42	EA-4 Electric Power Line Replacement	300,000	450,000	7,500,000	-	-	-	8,250,000	7,950,000
2026	43	SCADA Pressure Sensing Stations	-	325,000	-	-	-	-	325,000	325,000

NMDFA ICIP 2026-2030

Year	Rank	Project Title	Funded to date	2026	2027	2028	2029	2030	Total Project Cost	Amount Not Yet Funded
2026	44	Kimberly Sewer Lift Station & Wet Well	-	185,000	-	-	-	278,000	463,000	463,000
2026	45	Central Avenue Water/Gas/Sewer Improvements (PW Road Project)	-	662,761	-	-	-	-	662,761	662,761
2026	46	Manhattan Project Interpretive Features	200,000	100,000	-	-	-	-	300,000	100,000
2026	47	Central Ave Road Project (4th to 9th)	-	2,500,000	-	-	-	-	2,500,000	2,500,000
2026	48	Cultural Facilities Major Facility Maintenance	300,000	1,200,000	-	-	-	-	1,500,000	1,200,000
2026	49	Mainstreet Street Lights (in conjunction with MainStreet)	-	100,000	-	-	-	-	100,000	100,000
2026	50	Overlook Park Maintenance Building	-	350,000	-	-	-	-	350,000	350,000
2026	51	LA Downtown Revitalization and Parking	500,000	3,000,000	3,000,000	3,000,000	-	-	9,500,000	9,000,000
2026	52	El Vado Controls Upgrade	-	550,000	-	-	-	-	550,000	550,000
2026	53	Tank Piping Upgrade	100,000	1,350,000	-	-	-	-	1,450,000	1,350,000
2026	54	SCADA Transition Project	-	1,500,000	-	-	-	-	1,500,000	1,500,000
2026	55	White Rock URD Replacement	-	3,000,000	1,200,000	2,200,000	1,800,000	1,200,000	9,400,000	9,400,000
2026	56	Paint Guaje Booster Station Tanks	-	2,800,000	-	-	-	-	2,800,000	2,800,000
2026	57	Multi-use Trails-Bikeway-Pedestrian Facilities (Canyon Rim Trail)	3,700,000	1,000,000	-	-	-	-	4,700,000	1,000,000
2026	58	Fuller Lodge Major Facilities Maintenance	470,000	1,000,000	-	-	-	-	1,470,000	1,000,000
2026	59	Community Building Major Facilities	150,000	500,000	-	-	-	-	650,000	500,000
2026	60	Trinity Drive Safety Improvements	3,600,000	1,500,000	-	-	-	-	5,100,000	1,500,000
2026	61	Abiquiu Draft Tube	-	450,000	-	-	-	-	450,000	450,000
2026	62	New Gate PRV Chamber	-	200,000	-	-	-	-	200,000	200,000
2026	63	Elk Ridge Gas System Replacement	-	400,000	400,000	400,000	-	-	1,200,000	1,200,000
2026	64	El Vado Penstock Valve Bypass Valve	-	75,000	-	-	-	-	75,000	75,000
2026	65	Abiquiu Propane Tank Replacement	-	50,000	-	-	-	-	50,000	50,000
2026	66	Water Production Booster Station Mechanical and Electrical Upgrades	-	2,000,000	-	2,000,000	-	-	4,000,000	4,000,000
2026	67	Diamond Drive Non Potable Connections	-	750,000	-	-	-	-	750,000	750,000
2026 Totals			77,117,008	154,282,761	40,700,000	11,300,000	5,800,000	5,978,000	295,177,769	218,060,761

NMDFA ICIP 2026-2030

Year	Rank	Project Title	Funded to date	2026	2027	2028	2029	2030	Total Project Cost	Amount Not Yet Funded
2027	1	El Vado Ultrasonic Flow Meter	-		150,000	-	-	-	150,000	150,000
2027	2	Abiquiu Interior Slab			100,000				100,000	100,000
2027	3	Golf Course Maintenance Building	-		270,000	-	-	-	270,000	270,000
2027	4	Townsite 14" Pipeline Renewal WP	-		2,883,500	1,875,500	-		4,759,000	4,759,000
2027	5	Gas Pipeline Repair & Replacement/Equipment	-		75,000	75,000	75,000	75,000	300,000	300,000
2027	6	North Community Backyard Sewer Mains	-		285,000	308,000	-	-	593,000	593,000
2027	7	Fairway Water & Sewer Replacement (PW Road Project)	-		970,000	-	-	-	970,000	970,000
2027	8	Camp May Campground Renovation	-		2,500,000	-	-	-	2,500,000	2,500,000
2027	9	GWS/ED Facilities at WR WWTP	-		375,000	-	-	-	375,000	375,000
2027	10	North Mesa Tank Altitude Valve			400,000				400,000	400,000
2027	11	Convert Effluent Washwater to Gravity System			300,000				300,000	300,000
2027	12	San Ildefonso Road 8" Waterline Replacement			2,300,000				2,300,000	2,300,000
2027	13	Abiquiu High Bay Ladder & Roof Hatch			120,000	-			120,000	120,000
TOTAL 2027				-	10,728,500	2,258,500	75,000	75,000	13,137,000	13,137,000
2028	1	Abiquiu Rewind Study				250,000			250,000	250,000
2028	2	Paint Pajarito Tank 4A				1,500,000			1,500,000	1,500,000
2028	3	Quemazon Electric Feeder Replacement				1,250,000			1,250,000	1,250,000
2028	4	Library Outdoor Classroom- ADA accessible				500,000			500,000	500,000
2028	5	ADA Accessible Trailheads- ADA accessible trail heads for County				1,000,000			1,000,000	1,000,000
2028	6	Old Pueblo Sewer Canyon Drop Replacement				850,000			850,000	850,000
Total 2028					-	5,350,000			5,350,000	5,350,000

NMDFA ICIP 2026-2030

Year	Rank	Project Title	Funded to date	2026	2027	2028	2029	2030	Total Project Cost	Amount Not Yet Funded
2029	1	Replace Airport Terminal Building					5,000,000		5,000,000	5,000,000
2029	2	East Gate Substation Study					300,000		300,000	300,000
2029	3	Abiquiu Runner Repair/Replacement					500,000		500,000	500,000
2029	4	Townsite Station Breaker Replacement					750,000		750,000	750,000
2029	5	Drill New Water Well to Replace Guaje #1A Well					7,500,000		7,500,000	7,500,000
2029	6	Group 12 New Water Tank 2					1,500,000		1,500,000	1,500,000
2029	7	Repaint Western Area Tank					600,000		600,000	600,000
2029	8	Kimberly Sewer Lift Station & Wet Well					278,000		278,000	278,000
2029	9	Townsite Station Breaker Replacement					750,000		750,000	750,000
2029	10	Drill New Water Well to Replace Guaje #1A Well					7,500,000		7,500,000	7,500,000
2029	11	Group 12 New Water Tank 2					1,500,000		1,500,000	1,500,000
2029	12	Repaint Western Area Tank					600,000		600,000	600,000
2029	13	Artificial Turf Field- includes field , lights, dugouts, fan area to be made at ADA accessible					5,000,000		5,000,000	5,000,000
Total 2029							31,778,000		31,778,000	31,778,000
2030	1	Paint Guaje Booster Station Tanks						2,800,000	2,800,000	2,800,000
2030	2	White Rock Substation Unit 1 Transformer						1,500,000	1,500,000	1,500,000
2030	3	Eastern Area Waterline Replacement						3,500,000	3,500,000	3,500,000
2030	4	Rover & Pinon Park Pipeline Connections						2,000,000	2,000,000	2,000,000
2030	5	Eastern Area Sewer Phase II						278,000	278,000	278,000
2030	6	Airport Canyon Sewer Drop Replacement						1,700,000	1,700,000	1,700,000
2030	7	Repaint North Mesa Water Tank						1,200,000	1,200,000	1,200,000
2030	8	Repaint Otowi Booster 2 Tanks 1 & 2						900,000	900,000	900,000
2030	9	Copper Road Sewer Canyon Drop Replacement						1,300,000	1,300,000	1,300,000
Total 2030								15,178,000	15,178,000	15,178,000
Total of All Unfunded									283,503,761	

2026 Infrastructure Capital Improvement Plan (ICIP) Ranking

Top 5 Projects

Ranked by

LAC Departments and Management

For consideration by the Los Alamos County Council

June 25, 2024

ICIP Ranking Process and Significance

- The State Department of Finance and Administration (DFA) requires local governments to submit an ICIP if state funding is to be sought. The deadline this year is July 12, 2024.
- The Top 5 projects are most likely to be put forward for legislative appropriation according to the criteria listed below.
- The Top 20 projects are an indication of priority for the County along with meeting most of the criteria listed below.
- All items on the ICIP list are eligible for state and federal funding. Items not on the list are not eligible for state funding.
- The Staff, Management and Regional & State Council Working Group of Los Alamos engage in a discussion and ranking of ICIP items as well as deletion of items that have been completed.
- Ranking considers the following criteria
 - Can be started within a 2-year time frame (project and funding timelines match for appropriations and for grants/loans)
 - Meets state funding requirements with additional consideration for meeting federal funding requirements
 - Reflect the priorities of the community
 - Reflects State and/or Federal priorities

Top 5 Ranked Projects

- 1. Housing Infrastructure (affordable housing)**
- 2. Emergency Operations Center**
- 3. Social Services Colocation Facilities**
- 4. EV Charging Infrastructure (design and implementation)**
- 5. North Mesa Affordable Housing Project**

2026 Funding Request List

Top 10: Indicates priorities for state funding opportunities

Top 5: Indicates potential projects for state legislative appropriation

Rank	Project Title	Funded to date	2026	2027	2028	2029	2030	Total Project Cost	Amount Not Yet Funded
1	Housing Infrastructure (affordable housing)	5,000,000	3,000,000	-	-	-	-	8,000,000	3,000,000
2	Emergency Operations Center	5,000,000	1,000,000	-	-	-	-	6,000,000	1,000,000
3	Social Services Colocation Facilities	500,000	2,000,000	4,000,000	-	-	-	6,500,000	6,000,000
4	EV Charging Infrastructure (design and	-	4,000,000	-	-	-	-	4,000,000	4,000,000
5	North Mesa Affordable Housing Project	7,225,000	2,000,000	-	-	-	-	9,225,000	2,000,000
6	White Rock Town Center & Longview Dr	-	2,500,000	6,000,000	-	-	-	8,500,000	8,500,000
7	Fire Station 6 Improvements	-	1,500,000	11,500,000	-	-	-	13,000,000	13,000,000
8	Food Composting Station	-	4,000,000	-	-	-	-	4,000,000	4,000,000
9	N Mesa/San Ildefonso Road Waterline Replacem	-	2,000,000	-	-	-	-	2,000,000	2,000,000
10	Denver Steels Phase 2 & 3 (waterline replacement	-	2,700,000	-	-	-	-	2,700,000	2,700,000
11	Finch Street Infrastructure - Econ Dev	2,500,000	2,500,000	-	-	-	-	5,000,000	2,500,000
12	Fire Station Replacement 4	12,050,000	1,500,000	-	-	-	-	13,550,000	1,500,000
13	Historic WAC Building Restoration	4,177,418	1,000,000	-	-	-	-	5,177,418	1,000,000
14	Aspen School Area Waterline, Sewer line & Road	-	3,500,000	-	-	-	-	3,500,000	3,500,000
15	Ice Rink Chiller System and Floor Replacement	6,500,000	2,500,000	-	-	-	-	9,000,000	2,500,000
16	Jemez Mtns Regional Fire Prot Phase 2	11,000,000	7,000,000	-	-	-	-	18,000,000	7,000,000
17	Tween Center	400,000	4,000,000	-	-	-	-	4,400,000	4,000,000
18	Regional Transit Center	500,000	5,000,000	2,000,000	-	-	-	7,500,000	7,000,000
19	MRA - WR Metropolitan Redevelopment Area	3,000,000	4,500,000	-	-	-	-	7,500,000	4,500,000
20	Park and Ride Stop on Trinity Drive	-	500,000	-	-	-	-	500,000	500,000

Top 20: Indicates priorities for state and federal funding

Additional Information

- All items on the ICIP list are eligible for appropriated, state, and federal funding.
- During the interim we will discuss priorities with our legislators and Governor's office
- In the fall, we will conduct the annual "Tour of LAC County Projects" with legislators, federal delegation staff and others.
- We will submit our projects for state appropriations by January 2025.



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.: 2)
Index (Council Goals): Quality Excellence - Employee Recruitment and Retention
Presenters: County Council - Regular Session
Legislative File: 18809-24

Title

Consideration and Possible Action on Salary Adjustments Resulting from the Council Closed Session Discussions of Limited Personnel Matters--Personnel Evaluations of Contract Employees

Recommended Action

I move that Council approve salary adjustments of _____% for _____, to be effective beginning at the start of the first full pay period in July 2024.

Body

Council has met in closed sessions regarding the personnel evaluations of the Utility Manager and County Attorney and may choose to take action at this meeting.



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Staff Report

June 25, 2024

Agenda No.: 1)
Index (Council Goals):
Presenters: Anne Laurent, County Manager
Legislative File: 18287-24

Title

County Manager's Report for May 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 - May County Manager's Update

STATS Update

As of June 18, 2024:

Facebook:

Rating: 4.3 out of 5

(42 reviews)

Followers: 8,132

Reach: 29,724

Clicks: 904

Shares: 76

Top performing post: [Thanks to the swift efforts of multiple departments, the emergency call box is repaired, and Park splash pad will open June 1. \(posted May 31\)](#)

Post Impression: 19,133

Post Reach: 19,023

Post Engagement: 920

Instagram

Followers: 2,057

Reach: 1,500

NextDoor

Community Members: 4,973

County Line Newsletter

Subscribers: 2,431

Open Rate: 51%

Meeting Our Goals

Los Alamos County provides various development opportunities for employees under the strategic goal of “Operational Excellence.” Congratulations to four county employees – Helen Perraglio, Angelica Gurule, Seth Martinez and Melissa Mackey – who graduated from the 2024 Leadership Los Alamos class, an organization founded to identify and develop leaders in our community. Additionally, the Library and Public Works hosted celebrated New Mexico author Jimmy Santiago Baca in a special Author Speaks event on May 1, for county employees. The event was inspirational and well attended.

News & Updates

Emergency Exercises: Various county departments participated in an emergency tabletop exercise hosted by the Department of Public Utilities on May 1st regarding a dam failure and emergency rescue. Later, on May 22, these departments joined other government agencies in a full-scale emergency exercise hosted by Los Alamos National Laboratory. Both exercises were very worthwhile, helping to strengthen relationships and communication.

Intergovernmental Affairs: In early May, supported meetings with the U.S. Senate and House Armed Services Committees. In addition, there were continued introductory meetings with the county manager and our neighboring counties and communities.

Sustainability Following the Climate Action Plan Community Workshop in April, the County’s consultant conducted various focus groups, individual interview and worked to consolidate citizen feedback and direction from the Los Alamos County Council. The aim is to finalize a draft Climate Action Plan and present it to the Council on July 9. At that point, the consultant will make the plan available on the sustainability webpage (<https://lacnm.com/Sustainability>) and request further citizen feedback. A final plan will be presented to the Council in October.

Broadband: The Community Broadband Network procurement evaluation committee is presently negotiating with a vendor to finalize a contract to bring to the Council for award consideration. Internal meetings between the County and San Ildefonso Pueblo are ongoing to draft a working agreement to construct an 11-mile fiber line from White Rock to Pojoaque totaling \$6M, with the County contributing \$2M. The Pueblo has applied for a Connect New Mexico Fund grant from the state's broadband office for this project. A parallel effort involves collaboration with the DPU's NM4 water transmission line 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 the DPU's open trench while replacing the waterline.

Connecting with the Public

The council booth at the Farmers Market is open for business. Councilors and guests will be at the Farmers Market on the fourth Thursday of each month from May to October, except the month of August.

Author Speaks Series: Jimmy Santiago Baca (May 1)



Juan Rael, public works director poses with New Mexico author Jimmy Santiago Baca who wrote “Bound by Honor.”



Jimmy Santiago Baca spoke to county employees about leadership through mentoring, continuing one’s education & the power of books.



Thank you to Jimmy Santiago Baca for inspiring us on a Wednesday afternoon.

Los Alamos Leadership Class of 2024



Congratulations Seth Martinez, deputy emergency communications center mgr.



Congratulations Angelica Gurule, sustainability manager.



Congratulations Helen Perraglio, director of administrative services.



Congratulations Melissa Mackey, librarian and youth services supervisor.



Congratulations to all the graduates of the Los Alamos Leadership class of 2024.

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

Alexis 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

The annual increase process will commence in June and increases will appear in employee's July 25th paycheck.

Negotiations with the International Union of Police Associations (IUPA) began in April for a new Collective Bargaining Agreement (CBA). The current CBA expires on June 30, 2024.

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 new CBA will be in effect through June 30, 2027.

The next Personnel Board meeting is scheduled for June 18, 2024; there is no meeting scheduled for May 2024.

Training & Risk

It's PPA time! Performance Planning Appraisals (PPA's) are required for ALL employees and are due to HR no later than May 10, 2024. Completion of training and compliance required by ALL employees was nearly 100%! Great job everyone!

Benefits

Congratulations to Tara Polaco and Victoria Pacheco on obtaining their Human Resources Generalist Certification in May 2024!

The Employee Recognition Committee will be hosting the Annual Spring Fling event on June 6, 2024, to acknowledge all employees and celebrate their hard work, loyalty and dedication. Come on out and enjoy an ice-cold treat!

Recruitment & Compensation

Recruitment for the Summer Student Interns is underway. The 8-week program will run from June 10th through August 2nd.

The next Los Alamos County Fire Academy is scheduled to begin on June 10, 2024, and we are hoping to have 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

Mark Martinez
Desirae J. Lujan
Robert Mincey
Katherine Hudspeth

20 years

Richard Marquez
Michael Salazar



STATS Update

Information Management:

509 Tickets, 0 Open tickets, 509
Closed tickets
611 DocuSign Envelopes
Completed

Rim:

233 Records Requested, 20
Carryovers from Previous
Month, 37,110 Records Pulled
for Review

RIM Warehouse:

3 Internal Requests, 117
Records Provided, 39 Permits
Requested, 31 Records
Provided

Finance:

446 Disbursements
1,457 P-Card Transactions
35 Electronic Payments
Receipted (\$7.7M)
GRT Received (\$8.8M)
Property Tax Received (\$6.4M)
Lodgers Tax Received (\$40K)

Procurement:

FY24 YTD

1588 Purchase Orders issued,
697 PO change orders,
3538 Inventory Pick Tickets
Processed/Delivered,
103 Agreements completed,
43 Amendments completed,
Requests in Process

Finance

In preparation for Year-End, Finance sent out the FY2024 Year-End Guidance memo in May. The memo contains important dates that must be followed to ensure a smooth Year-End process. Please reach out to Finance staff with any questions you may have regarding the year-end close-out of FY2024.

The Finance team took part in a retreat in Pilar, NM in the open space by the Rio Grande to conduct team building and go over results of a DISC assessment on personality styles and tips for best practices in team interactions. The results were outstanding and helped to enforce successful communication, leadership, and team dynamics.

Munis

During May, several projects were completed with Tyler Munis. All non-production environments were synced up to the same versions as (Production). Data was also refreshed in two non-production environments. Finance has worked with Tyler to adjust the data being displayed in the new Transparency portal. Once fully validated, we can open the portal to the public.

There have also been several updates to the MyCivic (LA Now) app for the public. After the updates, it appears to be working more reliably. In addition, Staff were also able to launch a new section on the app for the Clerk's Office in respect to the Primary Election.

We had several sessions with Tyler for training and updating with Human Resources, Payroll and Risk Management. This will be an ongoing effort with the modules in Munis (Enterprise ERP). Several employees also attended Tyler's Connect 2024 in Indianapolis, IN. The knowledge gained from this event will help ensure readiness and responsiveness for future upgrades and product releases as they apply to the Counties business needs.

As previously mentioned, staff are preparing to move Enterprise ERP (Munis) to version 2024.1. This is mostly a name change, more than an actual major upgrade. This is an effort from Tyler to standardize their version numbers across all products. More information will be coming soon.

Information Management Applications

Updated FullCourt software for the Municipal court department.

Worked out a method to roll out the new Teams client via policy in the Teams admin portal. The new Teams client policy has been applied to IM, Clerks, Assessors, HR and CDD groups this month. Staff followed up with user departments to confirm that the update was successful.

Working on project tasks for Brainier Learning Management software (LMS) implementation including Munis interface and SSO (Single Sign On) setup.



STATS (continued)

71 Solicitations and Agreements in Process + 59 Anticipated,

1 formal solicitation(s) resulting in a Purchase Order

Property Disposal Requests: 56 Requests Received, 45

Requests Complete, 7 Requests in Process

Completed SSO setup for the Unite Us software implementation for the Social Services Division. Went live on the Unite Us platform towards the end of this month. This platform allows the county to build and grow a coordinated care network in New Mexico that connects health and social care providers to deliver integrated whole-person care.

Provided training on SSRS (SQL Server Reporting Service) reports for the new HR Benefit Manager. Updated permissions on existing reports to make them accessible for HR staff.

Completed final steps to fully move the TraCS police citation software to a new server and decommission the old server. Completed all remaining tasks needed to deploy the new cloud-based dash camera and body worn camera system, Watchguard Evidence Library Cloud.

Provided support for various departments with the pre-migration scan reports of their shared drives. Successfully migrated DPU CCC folder to the CCC SharePoint Document Library. Created SharePoint sites for DPU-Admin, DPU-Archives and BPU.

Information Management Infrastructure

Kelvin File Server successfully migrated onto new HCI (Hyper Converged Infrastructure) greatly increasing reliability.

Single Sign on for Unite US software implementation (Social Services)

Procurement Highlights

Through 8.6% more Purchase Orders than were placed all last Fiscal Year, with a full month remaining in this Fiscal Year. Likewise, Pick Tickets have exceeded last year's total by 2.4% with a full month remaining, the volume for purchases and for inventory issues is up year by year.

The below charts demonstrate the current open and anticipated projects by project type and by department/division. As of the end of May 2024 Procurement has 133 projects either in process (71) or anticipated (59), as compared to the end of April the list has decreased by 11 net projects. As of the end of April 2024, the figures were 82 in process and 62 anticipated, for a total of 144 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 May as seen in the Completed Projects by Department by Month, the majority of which were projects for PW and consisted of Amendments to On-Call Facilities Construction Agreements, Award of two Agreement from an RFP for Fire System Inspections, Maintenance and Repair, Award of an IFB for Wayfinding Poles, an Agreement for Asset Management Software for Capital Projects and Facilities, and an Agreement for On-Call Reflectorized Pavement Marking for Traffic and Streets. For other divisions, Agreements for award of an RFP for Grant Writing Services were awarded for the CMO's office, an Agreement for Fencing at Overlook Park, an Agreement for removal of Fire Fighting Foam, and an Agreement for Tasers and related services for the Police Department. As always, 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 May 2024

Anniversaries

Robert Mincey, Security Analyst

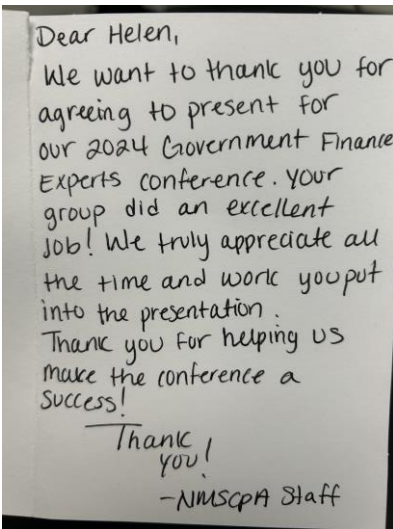
Los Alamos County Security Analyst and Systems Administrator. Robert has provided foundational service to LAC IM on all matters networking, Internet and electronic communications. Robert transitioned into the County's Security Analyst role a few years ago becoming the lead for all cybersecurity matters while also continuing to provide architectural and networking engineering support and guidance to his peers in support of County technology. Robert is a certified Cisco CCIE.



*Robert
Mincey*

Kudos

Helen Perraglio, Melissa Dadzie, and Beatrice Odezulu were invited by the New Mexico Society of CPAs to present on the County's Management Discussion & Analysis from the ACFR and the implementation of GASB 94. Great information was shared with peer groups. This was a great opportunity to showcase leading edge implementation of our Government Accounting Standards Board statements that impact all governmental entities across the nation, and to share best practices within our state society of Certified Public Accountants and peer governmental groups.





Finance Team Retreat



Finance DISC Assessment Training



Melissa Dadzie, County CFO Delivers Session on Mgt. Discussion & Analysis at NM Society of CPAs Annual Conference



Beatrice Odezulu, County Deputy CFO Delivers Session on GASB 94 Implementation at NM Society of CPAs Annual Conference

Service Desk Stats for May 2024

Ticket summary

509

Number of Tickets

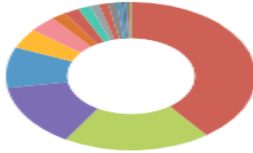
0

Open Tickets

509

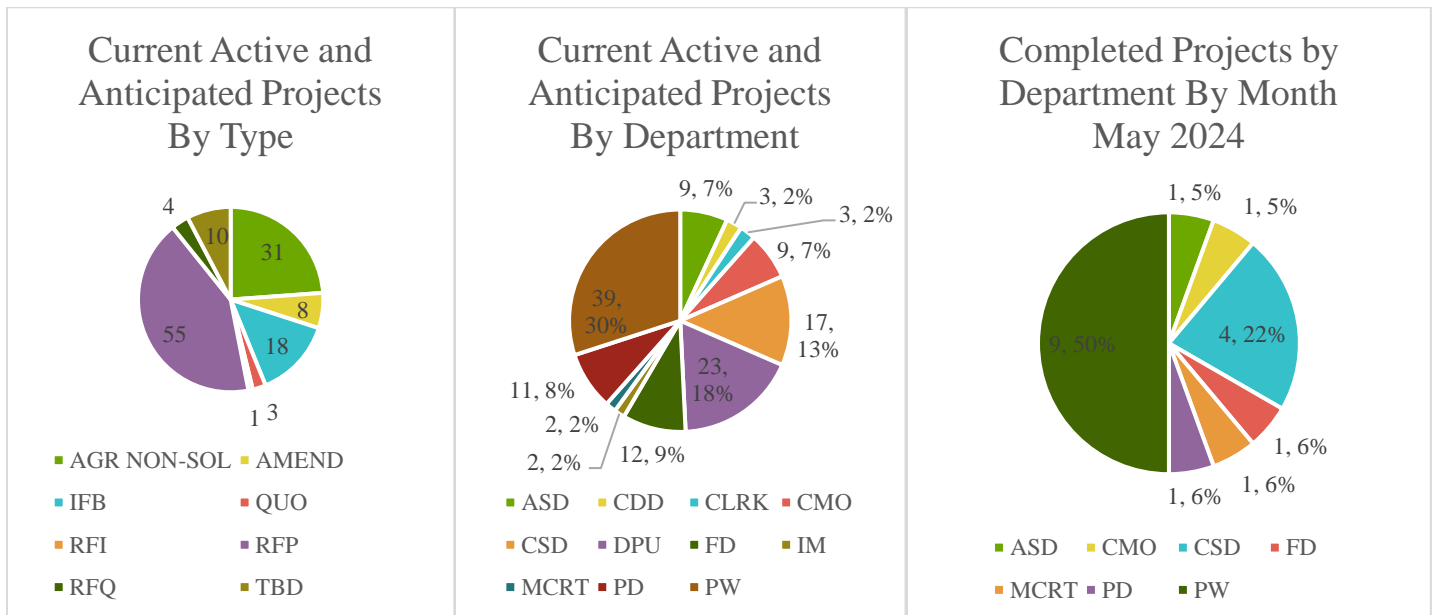
Closed Tickets

Category distribution



- Desktop and Mobile Computing (202)
- Systems (97)
- Printing/Scanning and Media Services (70)
- Enterprise Application (45)
- Audio Visual (22)
- Telephone and Cellular Devices (18)
- Web Services (10)
- DocuSign (10)
- MUNIS (8)
- Network and Wireless (6)
- IPTV (6)
- -No Category- (6)
- Public Safety (3)
- Request for Review (2)
- Getac (2)
- Productivity and Collaboration (1)
- GIS (1)

Procurement Stats for May 2024



DocuSign Stats for May 2024

611 envelopes processed. Below is the screenshot of the Envelope Status Report.

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

Custom 05/01/2024 05/31/2024 Current Date

Run report Save As

Total Results: 6

Status ▲	Total Envelopes	Unique Senders	Total Recipients
Voided	52	21	210
Sent	58	21	321
Delivered	3	3	5
Completed	611	73	1971
Declined	8	5	49
Corrected	2	2	10

Finance Stats for May 2024

May 2024					
Accounts Receivable		Number of Transactions	% of total	Dollar Amount	% of total
	Gross Receipts Tax Received	4		\$ 8,832,065.34	
	Electronic Payments Received (EPAY)	35		\$ 7,678,951.98	
	Property Tax Received			\$6,369,361.55	100.00%
	Property Tax Distributed to LA Public School			\$3,109,075.32	48.81%
	Property Tax Distributed to LA County			\$2,306,620.00	36.21%
	Property Tax Distributed to UNM-LA			\$464,139.27	7.29%
	Property Tax Distributed to State of New Mexico			\$349,827.38	5.49%
	Property Tax Distributed to Mirador PID			\$76,005.96	1.19%
	Property Tax Admin Fee			\$63,693.62	1.00%
	Lodgers Tax Received			\$39,790.66	
Accounts Payable					
	Number of Invoices Paid	685		\$ 21,350,738.73	
	Wire Payments Processed	46	10.3%	\$ 8,194,147.65	38.4%
	Electronic Fund Transfers (EFT) Processed	146	32.7%	\$ 8,459,208.97	39.6%
	Normal Print Checks Processed	254	57.0%	\$ 4,697,382.11	22.0%
	Total Disbursements	446		\$ 21,350,738.73	
	P-Card Transactions	1,457		\$ 515,419.02	

News & Updates

STATS Update

10 Commercial Building permits were issued in May with a total valuation of \$306,920.00.

100 Residential Building permits were issued in May with a total valuation of \$2,914,001.00.

1 Certificate of Occupancy was issued in May 2024.

213 Building Inspections took place in May 2024.

On May 2, 2024, the Building Safety Division along with Northern New Mexico Community College, hosted a training for contractors, homeowners, design professionals and County staff on the 2021 Energy Conservation Code. The training was widely attended with over 30 participants who reported positive feedback on the materials covered. An online survey was provided for attendees as a way to provide feedback for future training.



The Building Safety Division welcomes Robert Franks to the team! Robert comes to us from Denver, CO with 20 years' experience in the construction field. Robert is our new Sr. Building Inspector. When you see Robert around, please say hello, introduce yourself and welcome him to our LAC family.



STATS Update

@VisitLosAlamos Facebook:

15,702 followers to date
24,034 reached during May 2024
1,572 engagements during May 2024

@VisitLosAlamos Instagram:

1,133 followers to date
849 reached during May 2024
133 engagements during May 2024

Visitor Center Visitation
Los Alamos: 2,746 during May 2024
White Rock: 1,342 during May 2024

Home Renovation Assistance Program:
0 Applications Received
3 Applications Approved
5 Projects Underway

Homebuyers Assistance Program:
0 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 – May 21, 2024 – Housing activity is expected to slow modestly compared to previous projections, if the broad upward movement in mortgage rates since the start of the year is sustained, according to the [May 2024 commentary](#) from the Fannie Mae Economic and Strategic Research (ESR) Group. However, the ESR Group notes upside risk to its latest forecasts for housing starts, single-family mortgage originations, and home sales activity, particularly if upcoming data releases lead market participants to believe that the Federal Reserve is closer to easing monetary policy, which would likely push mortgage rates downward. – **Fannie Mae – Economic & Strategic Research Group**

Looking Ahead

20th Street Development Solicitation: County staff and RBMM development met on May 7, 2024, to discuss a draft term sheet, project details, and the Sales, Purchase, and Development Agreement (SPDA). The developer's attorney will be providing written comments on the term sheet and SPDA in the coming days. *[Goals: Downtown Revitalization, Local Business, Housing.]*

Affordable Housing Plan Update: County staff and the consultant, Sites-SW, are finalizing the draft plan for review by the New Mexico Mortgage Finance Authority and County Council. The broad policies, goals, and strategy framework of the Plan will be presented to Council on June 25 for discussion. *[Goals: Housing.]*

North Mesa Update: Wilson and Company, an on-call traffic and engineering consultant, was selected to conduct a baseline analysis for new residential development on North Mesa. The analysis of traffic and utilities impacts will determine necessary infrastructure improvements and provide a preliminary cost estimate for needed work. In addition, a boundary survey with title research and a Phase I Environmental Site Assessment will be conducted. Staff will present an update to the Los Alamos Public Schools Board on June 27, 2024. *[Goals: Housing, Intergovernmental Relations.]*

New Housing in Los Alamos 2019—Present

Completed

- Canyon Walk Apartments - 70 multi-family affordable. Fully occupied.*+
- The Bluffs Apartments 55+ affordable - 64 multi-family. Leasing,*+
- Homes At North Community - 44 SF/ condo. Under Construction.
- The Hills Apartments - 149 multi-family. Estimated completion Q2 2024.*
- Mirador Subdivision - 161 SF units. 106 Completed.

Total — 488 units

Planning Commission Approved

- Ponderosa Estates, Phase III - 48 SF units – Site Plan approved.
- Arbolada Subdivision - 85 SF units – Site Plan approved
- Mirador Mixed-Use - 57 multi-family – Site Plan approved.*
- Cañada Bonita Apartments - 160 multi-family w/commercial – Site Plan approved.
- LA Center ("Mari-Mac") - 322 multi-family w/commercial – Site Plan approved.
- North Community 1, Lot 271 - 4 SF units - Site Plan approved.

Total — 676 units

Planning Commission Pending.

- 2201 Trinity Dr - 125 multi-family w/commercial- Pending.
- Sherwood Rounds - 29 SF units - Sketch Plan approved.

Total — 154 units

TBD

- North Mesa Housing—200-400 units - TBD.*+
- Canyon View—4 SF units—TBD.
- 20th Street Development—75-300 units - TBD.*
- Former Hilltop House Site—58 units -TBD
- Tract A-8-A 75 (DP Road) —150 units - TBD.*
- North Mesa 1, Lot N13BE - 4 SF units -TBD.
- 36th St. and Trinity Drive – 4 SF /condo—TBD.
- 2400 Diamond Drive—2 units TBD.

Total— Apx. 300 – 850 - Units

*** County Partnership**

+ Affordable

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 May 31, 2024, CDD has 733 followers, reached 658 people this month, and had 108 post engagements this month. *[Goals: Communications and Engagement]*

The Bottom Line: CDD-EDD published its May e-newsletter specifically serving the local business community. The May edition of The Bottom Line included information on ARPA payout progress. It is EDD's goal to use the newsletter to share resources and opportunities with our local business community. The Newsletter currently has 526 subscribers and this month's newsletter had a healthy, open rate of 54.4% and a click through rate of 5.3%. *[Goals: Communication and Engagement; and Local Business]*

New Mexico Economic Development Department Staff Tour: Janice Krish joined NMED staff as they toured local businesses and areas in Los Alamos. During lunch, Paul Andrus spoke about current projects and goals. Ellyn Felton was also in attendance. After lunch, members of NMED staff toured Ghost Ranch with Felton in attendance. *[Goals: Communication and Engagement; and Local Business]*



Main Street Now Conference: Janice Krish attended the conference in Alabama May 6-8 to connect with other communities and learn more about work communities are doing to advance preservation-based economic opportunity in downtowns and neighborhood commercial districts. *[Goals: Communication and Engagement; and Local Business]*

NMHA Governor's Conference on Hospitality and Tourism: Ellyn Felton attended the conference in Albuquerque May 13-15 to connect with other communities and learn more about how tourism is evolving in the state of New Mexico. *[Goals: Communication and Engagement; and Local Business]*

Chamber Business Breakfast: Summer Tourism Opportunities and Oppenheimer Business Specials: On May 16, Janice Krish spoke on a panel at the breakfast discussing how small businesses can help increase their revenue with tourism. Felton and Paul Andrus attended the event discussing the increase in tourism and Oppenheimer business specials. *[Goals: Communication and Engagement; and Local Business]*

Valles Caldera National Preserve Media Tour Day: On May 16 Ellyn Felton attended the media tour on site to learn more about programming, updates, and how tourism is impacting the national park. *[Goals: Communication and Engagement; and Local Business]*



STATS Update

Planning staff reviewed and acted on 50 Building permits, 4 subsequent Planning inspections, and 11 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 are keeping a close watch on some case law regarding Short Term Rentals 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 2024.

Planning Division staff began work on various Code Clean-up items; the first draft of proposed edits was reviewed for input from P&Z Commission on January 10th, 2024, and 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 June and will be bringing this item to the Council at the end of 2024.

Planning Division staff is working on Downtown Los Alamos (DT-LA) East Metropolitan Redevelopment Area Plan with MainStreet Program. County Council, by resolution, approved designation of the boundaries of the MRA Plan on May 7th, 2024. A Town Hall is scheduled for June 27th at Fuller Lodge.

The Planning & Zoning Commission, during their regular meeting in May, approved a preliminary subdivision plat and a final subdivision plat.

The Historic Preservation Advisory Board had their monthly meeting in May.

Connecting with the Public

MRA Town Hall is scheduled on June 27th at Fuller Lodge. Neighborhood meetings for Women’s Dorm building and North Road Inn were held on May 2nd and May 4th.

Looking Ahead

- June 5, 2024 – Historic Preservation Advisory Board meeting.
- June 27, 2024 – East Downtown Los Alamos (DT-LA) Metropolitan Redevelopment Area Plan.

STATS for May

7 Press Releases

20 New Social Media
Followers

31 Social Media Posts

192 E-Activity Spring Guide
Reads

455 E-Activity Summer Guide
Reads

9 Alcohol permits

Meeting Our Goals

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

The National Parks & Recreation Accreditation team for the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) conducted an onsite evaluation with CSD to assess the department's operational quality, management, and community service. The Department successfully fulfilled all 154 standards during the visit. The next step is to attend a hearing of the CAPRA Commission in October. This hearing will be the final determination for accreditation of the agency. If successful the County will join Farmington as the only accredited agencies in New Mexico.

The Department has begun scoping projects for the Artificial Turf Study and Field Renovations Phase 2.

The Playground renovation second round of public input is closed and the consultant, Groundworks Studio is taking the input to complete the final draft of the 37th Street and Pinon Playgrounds.

Art In Public Places met in May and reviewed Call for Art proposals for a retaining wall at the Golf Course.

Connecting with the Public

The Science of Star Wars, May 4

In-person astronomy presentation about the science behind Star Wars. This event had 19 participants.

Wildflower Walk, May 13

In-person walk to identify local wildflowers. This event had 23 participants.

“Crow Talk” Author Event, May 20

In-person discussion with author Eileen Garvin about her latest novel. This program was presented in partnership with Samizdat Bookstore and Teahouse. This event had 25 participants.



Looking Ahead

Some PEEC events to look forward to:

Summer Family Evening: Library (In-person)
07/3/2024 @ 6 PM

Bird Walk at Los Luceros (In-person)
07/04/2024 @ 7 AM

Summer Family Evening: Robot Dog (In-person)
07/10/2024 @ 6 PM

Suds & Shows: Hidden Figures (In-person)
07/11/2024 @ 6:30 PM

Hike to Lake Peak and the Skyline Trail (In-person)
07/20/2024 @ 8 AM

STATS Update

65 Public Programs & Events

1,507 Total Program

Attendance

23,169 Physical Items

Circulated

7,433 Digital Items

Circulated

30,602 Total Items Circulated

Meeting Our Goals

The library continues to meet the County’s quality of life goal by providing programming for all ages.

The biggest program in May was the annual celebration of the graduating high school class of 2024. The library welcomed 125 seniors to the library portion of the community wide Senior Appreciation Night. The night included fun activities, cookies, and hot coffee to keep everybody warm on a cold spring night.

In May, the library also hosted an artist talk with photographer, Diana Molina. She shared a series of photos in a program titled “Rarámuri, the Runners of the Sierra Madre”.

The library responded to the County DEI goal with two programs in celebration of nationally recognized heritage months. May is designated both Jewish American and Asian American and Pacific Islander heritage month. On May 2nd, Jack Schachter, rabbi and retired LANL physicist, launched National Jewish American Heritage Month with a presentation on the Jewish American Nobel Prize winners in physics. On May 15th, Asian American and Pacific Islander heritage was celebrated with a library staff led virtual book discussion about the title Yellowface by Rebecca F. Kuang. The title takes on topics of diversity, racism, and cultural appropriation.

News & Updates

In April and May, the Step Up Gallery hosted the annual Los Alamos Photographers’ show. This show took place for the 28th time and was viewed by 1,700 visitors. On May 23rd the current show, *Off Grid – Women of the Mesa*, opened. The artist is Beverly Branch. She is describing the show as “a painted story of women and their families honoring the integrity of northern New Mexico’s lands”.

In May, the Los Alamos County Social Services Division piloted weekly evening office hours alternating between the two library locations. The pilot is intended to explore ways to reach a wider service population and offer hours that accommodate the busy schedules of working families and professionals.

On June 10th the annual summer reading challenge for all ages launches. It runs through July 29th. This year’s challenge theme is READ, RENEW, REPEAT. Staff from all library teams have contributed content and fun ideas to the program. The challenge is created to target different age groups and is incentivized with many smaller registration and bonus prizes throughout the summer. For the adult challenge there is an end of summer raffle for five grand prizes including Kindles, headphones, and various prize bundles from local bookstore, Samizdat.



Connecting with the Public

Librarian, Norma Covington, participated in the annual Senior Center Health Fair in May. She had a chance to speak to more than 60 community members to gather input for the Library Board, register new patrons, and promote Library services.

STATS Update

14 Programs and Events

*9,535 People Attended
Programs and Events*

1,600 Rounds of Golf

*614 People utilizing the Ice
Rink*

News & Updates

Roller Skate Night, May 4

Recreation staff kicked off the month of May with the first of many roller skate nights of the season at the Ice rink. This summer's skate nights are all themed and as it was "May the 4th be with You" for our first event, which was of course on May 4th. We had a small number of attendees, around 20.

Jemez Mountain Trail Runs, May 11

Recreation staff once again partnered with the Jemez Mountain Trail Runs to host this year Trails runs up to the Valles Caldera and back. This year's race started out like most years with 75 runners taking part, a little cloud and moisture in the air for the 8am start of the race. The race unfortunately was called at about noon due to a hail storm that passed through the area and dropped temperatures for the rest of the afternoon..

Health Fair, May 14

Aquatics and Recreation Divisions made an appearance at the Health Fair held at the Betty Ehart Senior Activity Center on May 14 informing seniors of all what Recreation has to offer to the community.

CAPRA Visit Meet & Greet, May 15

An accreditation team for CAPRA was here for a tour of County facilities and to go over Los Alamos County policies and offerings for recommendation for accreditation. Their tour ended with a meet and greet with staff, board, and council members at the Ice Rink.

Hawk Hang Out, May 16

Recreation once again in conjunction with Teen Court Teen Center, LAPD, and the YMCA hosted Hawk Hang Out, this time it was at SALA. We provided 2 movies, *Migration* an animated movie and *Men in Black 3*. Both movies were fully attended and the kids had popcorn and soda to snack on, which was also provided for this Free program for middle schoolers.

Pagosa Springs End of Year Party for Middle School, May 21

Pagosa Springs Middle School continues to return to Los Alamos to enjoy our many hiking trails and of course the Walkup Aquatic Center. This year 79 students came to the facility for their end of year party.

Senior Appreciation Night (SAN), May 25

Recreation staff along with the SAN committee hosted the 40th Senior Appreciation Night, starting with a BBQ at Fuller Lodge, with LAPD bringing out some golf carts and drunk goggles for the seniors to try and navigate a cone maze, LAFD bringing equipment for a Fire Fighter Challenge, Game night at Senior Center, Fractal Show at PEEC, Skating at the Methodist Church, movies at SALA and so, so much more. Staff and volunteers worked from 5pm - 4am the next morning.

CMO Monthly

May 2024

Los Alamos Summer Concert Series

The Los Alamos Summer Concert Series began on May 24th and will continue every Friday night until August 3rd. The first two shows had a total of 8,000 people.

Golf Course Improvement Project

The golf course construction company, Mid-America Golf, continues to stay on schedule with a lot of progress on seeding, hydro mulching, building new greens, pouring concrete cart paths, and completing sand bunkers. All construction activities continue to focus on the front 9 currently. Renovations will move to the back 9 soon. Construction crew members, and staff, thank our community for their continued support and cooperation during the renovation project.

The construction crew on both the golf course and the practice facility are on schedule. All construction is currently on the front nine but will transition to the back nine soon. For other updates, and to view drone videos of the project in action, go to

<https://www.losalamosnm.us/County-Projects/Golf-Course-Renovation-Project>

Practice Range Renovation Project:

The practice range company, Judge Netting, is back on sight after being off site for a couple of weeks. Drilling rigs, bucket truck and the crane are back in action again. They are drilling four more holes for the last four poles to be installed and will install the next tier of poles as well. Netting is scheduled to begin approximately mid-June.

Looking Ahead

June 1 – Adult Movie in the Park

June 8 – Northern New Mexico Royalty Court Competition

June 10 – 14 – Lifeguard Blended Learning Course

June 12 & 26 – Splash & Dash

June 12 & 26 – Movies in the Park

June 15 – Lifeguard Review Course

June 15, 27 & 29 – Roller Skate Nights

June 25 – Los Alamos County Gymkhana Horse Games

July 5 – 7 – Tortuga PADI Open Water Diving Course

STATS Update

248 Park acres maintained

12 Repairs due to vandalism

11 Funeral services

24 Volunteer hours worked in parks

3 Headstone/Niche installations

1 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. The team is moving forward with the implementation process.
- 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 12pm for public feedback. PRB Presentation is scheduled for May 9th and plan revisions are complete. Removal of the current modules will begin in mid-July and construction to replace those elements begins the week of August 12.
- IFB24-62 Athletic Field Renovations approved by Council on April 22, 2024. Renovations began on May 28th at Hope Field, Dara Jones and Bomber.
- BMX agreement was signed and expect public processes to begin in June or July.

Connecting with the Public

Assist Parks and Recreation Board Liaisons with working groups questions or needs.

Open Space and Trails Project community meetings.

Looking Ahead

Volunteer Days

July 13, 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>

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

*7 Contractor Public Programs
& Events*

*594 People Attended Programs
and Events*

Meeting Our Goals

Quality of Life

Social Services continued to assist clients in May, with the majority of new and recurring clients seeking help securing housing, income support services, and assistance with food and other emergency needs. Staff continue to meet with clients throughout the community, including a new pilot testing evening hours at the Mesa and White Rock Libraries, to better connect with community members that may not be able to meet us during regular office hours. Through the first three weeks of the pilot, Staff spoke with and met directly with several community members addressing a variety of needs, demonstrating a very successful start.

Connecting with the Public

On May 14th, we helped the Los Alamos County Health Council with outreach at the Older Adult Health Resource Fair, at the Betty Ehart Senior Center. This was also a huge success, with at least 100 people coming in throughout the day for resources and learning sessions. Staff are in the beginning stages of planning a fall summit to address additional health and social service needs of older adults, including pain and medication management related to prescription opioids.

On Tuesday May 21, we helped planned a very successful blood drive in the Municipal building parking lot. County employees helped Vitalant collect 26 units of blood, which was 8 more than our collection goal!

News & Updates

Family Strengths Network (FSN)

Managing Big Feelings with Breathwork, May 4

Ashley Taylor-Wrightson of Inspired Breathworks, introduced the concept of breath work for managing big feelings for parents, caregivers, and children.

Los Alamos Retired & Senior Centers (LARSO)

Live Theater – Older Adult Health Fair, May 14

LARSO in cooperation with the Older Adult Network hosted an Older Adult Health Fair with 35 vendors who all support older adults. There were 100+ individuals in attendance. We also provided a series of mini-health lectures. Councilwoman Denise Derkacs shared with us a proclamation for Older Adults Month.

CMO Monthly May 2024

Los Alamos Public Schools Prevention (LAPS)

Alcohol Awareness and Fatal Vision Goggles Lesson in LAHS Drivers Ed Classes, May 16 & 17

Facilitated in collaboration with the Los Alamos County DWI Prevention Program, the alcohol awareness presentation includes information about New Mexico and LAHS/LAMS alcohol use and driving fatality data, alcohol facts, strategies for avoiding impaired driving and other harm from alcohol use and concludes with an experiential activity to simulate walking while impaired. In response to student feedback and 2021 Youth Risk and Resiliency Survey Data, this year's presentation incorporated a new video titled Binge Drinking and Blackouts: What Every Teen Needs to Know. In this Spring session, we piloted a new activity - we invited students to create their own Public Service Announcement or underage drinking/ DWI prevention slogans. Students enjoyed working in teams and came up with creative responses to the prompt.

Los Alamos Family Council – Youth Activity Center

Games, Goodies, & Gabbing, May 22

Staff have a monthly collaboration with Los Alamos Retired Senior Centers in which volunteers come and eat snacks, have conversations, and play games with our youth members

YMCA Teen Center

Senior Appreciation Night - Hand Prints , May 25

Each year the Teen Center hosts painted handprints on the wall as an activity for graduating high school seniors. Senior Appreciation Night has many different diversionary activities for the graduates to participate in and the handprints are one of the most attended. Staff had 175+ seniors stop by to put their mark on the Teen Center while they and their guests could also refuel with some healthy snacks and enjoy some karaoke before running off to the other events.

Looking Ahead

On June 1, Social Services and the Courts will have a table at ChamberFest, as part of our continuing outreach to educate people about 9-8-8 (the emergency crisis number) and opioid overdose prevention efforts. Staff will have additional opioid response trainings (including how to administer Narcan) coming later this summer.

LAFC Youth Activity Centers

Will be collaborating with the Historical Society and an educator will come and teach our students about different topics. Topics can include Ancestral Pueblo Peoples, the Homestead Era, and the Manhattan Project.

FSN

FSN will close for the month of July and will re-open to the public on August 1.

LARSO

July 14, 2024: The Science of Tasting Tea, 1-3pm Betty Ehart Center (part of Science Fest)

YMCA Teen Center

The evening of Saturday July 13th the Teen Center will be participating in ScienceFest with a murder mystery scenario that teaches about the science of catching serial killers. At the Senior Center in the early afternoon of Sunday July 14th the Teen Center is will be collaborating with the Senior Center and Samizdat Book Store to put on an Intergenerational Tea Party and lecture on the science behind tea making.

Community Services

Anniversaries

New Staff



Ethan Honnell

Ethan Honnell

In May, the adult services team welcomed Ethan Honnell as a .75 FTE Library Associate. Ethan moved to White Rock in 1968 when he was one year old. He spent the last 30 years of his life teaching secondary math in Los Alamos and Missouri. Ethan shares two kids with his wife, Shannon; a 16-year-old daughter named Azure, and a 13-year-old son named Sanger



Marianne Johnson

Marianne Johnson

The library also welcomed Marianne in May. She will serve as a casual Library Associate. Originally from Idaho, Marianne has lived in New Mexico for almost twenty years. Besides reading, she loves to travel and photography. She was an extra in the Oppenheimer movie and made it on screen in several scenes.

Marybeth Stephens

Marybeth also joined the library team as a casual Library Associate. She grew up in Los Alamos and is raising her family here. The library is one of her favorite places. She is so excited to have the opportunity to work here and become part of the team!



Marybeth Stephens

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 reported that they are grateful for the library -- "It's a great resource for the community!".

Several patrons this month told staff how helpful and informative they were in assisting patrons.

Community Services



Step Up gallery: Women of the Mesa



Jack Shlachter presents on Jewish American Nobel Winners



Artist talk with Diana Molina



Senior Appreciation Night



Pagosa Springs Middle School



Recreation at Health Fair





New Concrete Golf Cart Path



New Bunker on Hole #5



Drilling Rig



Jemez Mountain Trail Run



CAPRA Team meet & Greet



Senior Appreciation Night

STATS Update

277 Recordings & Filings

66 eRecordings

7 Marriage Licenses

2 Probate Cases

3 County Council / Board
Meetings

49 New Voters Registered

15,848 Total Registered Voters

232 Voter Record
Transactions

14 Social Media Posts

616 Facebook Followers

369 Instagram Followers

51 Threads Followers

138 X Followers

67 Customer Visits

Meeting Our Goals



Operational Excellence

Let the voting begin! On May 3rd, setup for Early Voting began. Staff moved machines, ensured check-in and same-day registration stations were ready to go, and got supplies in place. On May 7th, Staff not only opened the Municipal Building, but also started mailing absentee ballots to those who had applied.

From the 8th on, a member of our staff accompanied two poll workers to pick up returned ballots three times per week. Extended Early Voting commenced in White Rock on May 18th, which meant a rotating schedule of 6-day weeks among our staff. By the end of May, just as Early Voting felt routine, our emphasis shifted to preparing sites for Election Day.

During all of this, regular operations didn't just continue. The office's recording load for May increased nearly 30% over April!



Intergovernmental Relations

Clerk Naomi Maestas continued her involvement with New Mexico's governmental organizations, participating in a Board of Directors meeting for New Mexico Counties and a NM Clerks meeting with the NM Secretary of State.



Communications

Members of the Los Alamos community can now find helpful information about upcoming elections on the Los Alamos Now mobile app. Important dates, voting hours and locations, sample ballots, and links for voter registration and absentee ballot requests are included.



Education

Processing absentee ballots is a comprehensive and important task. Members of the Absentee Board met on May 13th for training on how to ensure that voters' privacy is maintained and that each ballot is counted properly.

Project Updates

With all our microfiche records now scanned, making those files accessible has begun. Outsourcing the indexing of information will allow us to bring plug-and-play data to our citizens. Staff anticipates having preliminary data uploaded to public records within the next month. The initial files will be searchable by book, page, and document number.

The Clerk's Office has added an Elections section to the County's Los Alamos Now app, which is available for both Apple and Android devices. Users can now see important election dates, learn voting locations and hours, register to vote, and apply to receive an absentee ballot.

Connecting with the Public

Elections Manager Victoria Martinez and Senior Deputy Clerk Danielle Miera visited Los Alamos High School to encourage those turning 18 by November 5th to register to vote and participate in the Primary and General Elections. Martinez and Miera returned to the Clerk's Office with a stack of new voter registrations!

Clerk Maestas and Deputy Clerk Allison Collins attended the League of Women Voters Candidate Forum to provide sample ballots, voting schedules, and absentee applications to an engaged audience of citizens. Clerk Maestas spoke to the audience about this year's elections and what they can expect over the coming months.

Clerk Maestas was also the featured speaker at the Kiwanis monthly "Lunch with a Leader" event, during which she spoke about the upcoming election, election security processes, her interest in Rank Choice Voting, and recent legislative changes, including the permanent absentee option.

The Clerk's Office will attend selected public events in the coming months to ensure everyone is vote-ready for this year's General Election.

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.

Staff 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:

June 1, 2024	Early Voting Ends
June 4, 2024	2024 Primary Election
June 12, 2024	Election Canvass/Certification
June 28, 2024	Election Audit Submitted to the NM Secretary of State
September 2024	Election Worker Training (Date TBD)
September 2024	Tabulator Logic & Accuracy Testing (Date TBD)
October 8, 2024	Early Voting Starts (Municipal Building)
November 19, 2024	Expanded Early Voting (Municipal Building & White Rock)
November 5, 2024	2024 General Election

Upcoming Events / Project Milestones / Seasonal Changes / New Initiatives:

June 19, 2024	Clerk's Office closed in observance Juneteenth
July 4, 2024	Clerk's Office closed in observance of Independence Day
August 3, 2024	Los Alamos County Fair





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



Michael Redondo
Deputy Clerk



Jesty Martinez
Student Clerk



Olivia Koo
Student Clerk

Staff Highlight



Michael Redondo *Casual Deputy Clerk*

From the Los Alamos Daily Post:

Continuing his life of service, former Los Alamos County Probate Judge Michael D. Redondo has announced his intention to run for Los Alamos County Clerk.

Redondo is a U.S. citizen born abroad in Mérida, Venezuela. He moved with his family to Pasadena, Calif. at 3 months of age. His parents had met while attending Utah State University. His father was studying physics and was later a post doc at Caltech.

When he was 3 years old his father got a job at Los Alamos National Laboratory so the family moved to town.

“I grew up here and graduated in the Class of 1998 from Los Alamos High School,” Redondo said. “I double majored in biology and Spanish at UNM and graduated with a BS in Biology and a BA in Spanish. I really enjoyed officiating at weddings while probate judge and when word got out that I can do weddings in Spanish quite a few couples came up from the valley so I could marry them.”

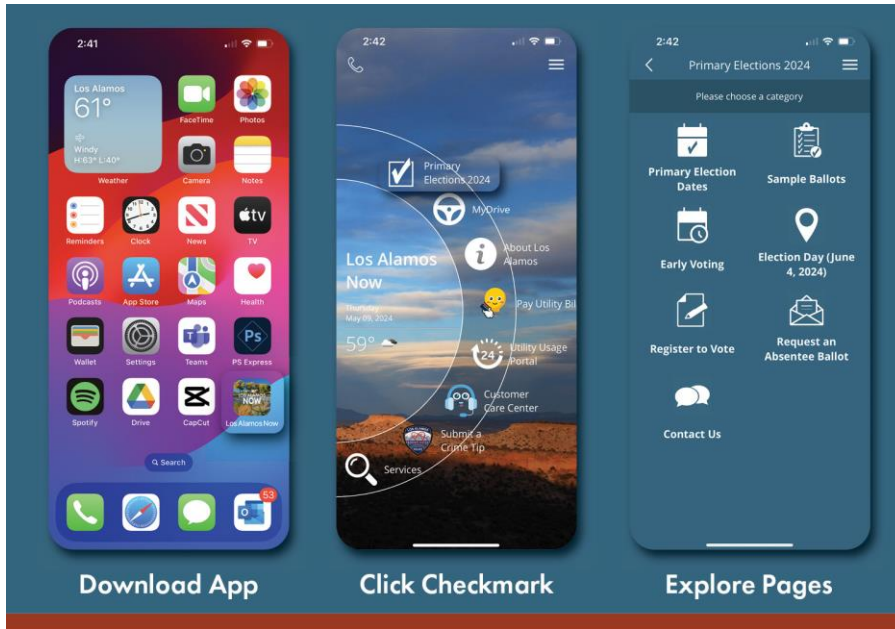
After college Redondo joined the Peace Corps and served in the Republic of Panama. He eventually returned to Los Alamos and returned to UNM where he earned a Master’s Degree in Community and Regional Planning with Emphasis in Natural Resources Planning. He started a consulting firm and was a subcontractor for a company in Santa Fe before branching out to do biodiversity consulting and fire prevention and mitigation work.

Redondo is running unopposed for the County Clerk position and is preparing for that role by accepting the Casual Deputy Clerk position. During the coming months, he will add to his experience as an Election Worker and Probate Judge by working hands-on with document recording and behind-the-scenes election planning.

Kudos

During elections, departments throughout the County provide invaluable assistance. The Clerk’s Office is grateful to our Public Works, Facilities, Information Management, and Human Resources colleagues. Without your assistance and willingness to accommodate the election schedule, the elections would not run smoothly.

New Communications Outlet: Los Alamos Now App

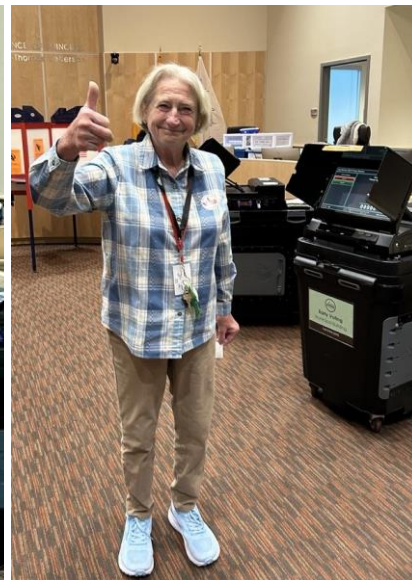


LOS ALAMOS NOW APP CONNECTING YOU TO THE PRIMARY ELECTION 2024

Early Voting



Let the voting begin! Election Workers prepare to welcome constituents on the first day of Early Voting.



Presiding Judge Linda Fox was honored to be the County's first voter for the 2024 Primary Election.

League of Women Voters Candidate Forum



Clerk Naomi Maestas (right) greets the audience with an overview of the 2024 Primary Election.



Clerk Maestas with Michael D. Redondo, candidate for Los Alamos County Clerk.



The League of Women Voters hosted a standing room only crowd for its Candidate Forum.



Candidates Beverly Neal Clinton, Ryn Hermann, and Denise Derkacs prepare to speak to the audience about their experience and goals for the Los Alamos County Council.



Candidate David Reagor explains his accomplishments and vision for the County Council.



*Candidates for State Representative District 43
Chris Luchini and Christine Chandler*



*Candidates for District Attorney 1st Judicial District
Marco Serna and Mary Virginia Carmack-Altweis*

*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



Public Works received Proclamations for Public Works Week May 19-25 and Bike to Work May 17.

Looking Ahead

The next Transportation Board Meeting will be held on June 6, 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.

News & Updates

On May 16, 2024, Deputy Public Works Director Eric Martinez and the county's airport consultant met with the Federal Aviation Administration (FAA) to discuss Los Alamos Airport's 5-Year Capital Improvement Plan for programming federal funds for Federal Fiscal Year 2025 along with placeholders through Federal Fiscal Year 2029. Planned projects include the Taxiway F Relocation and West Area Redevelopment Project along with runway pavement preservation and airfield maintenance. More feedback from FAA is expected in the coming months.

Construction of the Airport Fuel Farm is progressing. In coordination with the Department of Public Utilities, crews completed relocation of an existing sewer line and an underground primary electric line that conflicted with the fuel farm. Installation of storm drains and the secondary containment system is nearing completion with installation of the fuel system foundation and utility service connections to follow. The project was scheduled for completion late September, barring any delays with material deliveries. However, the contractor was notified by the fuel tank supplier that the manufacture and delivery of the fuel tanks will be delayed moving final completion to late October. 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 ongoing with 90% design drawings scheduled for submission to the County in June. This project is anticipated to go out to bid late summer or early fall. This project is also funded through a NMDOT Aviation grant.

Recruitment of the Airport Manager position is ongoing and posted on the County's Jobs webpage. Please spread the word!

Connecting with the Public

The local Experimental Aircraft Association (EAA) has scheduled a presentation on ‘Design and Development of Experimental Helicopters and Gyrocopters’ at Los Alamos Airport on Saturday, June 15, 2024. Social hour starts at 9:00 am with the presentation beginning at 10:30 am followed by a show and tell of the aircraft discussed.

The EAA is also scheduling a ‘Build and Fly Program’, a multi-week community outreach youth program for kids 8 to 17 that will teach them to build and fly an RC model aircraft. Flight simulators will also be available to expose youth to the fundamentals of operating an aircraft. The program will consist of five, 4-hour sessions on Saturdays. Spots are limited. Please contact EAA member Walt Atchison by e-mail at wla116920@gmail.com for more information and availability.



Airport Fuel Farm Project

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 20 active projects. The activities in these projects span from planning, procurement, and design to construction. Four projects are in the closeout phase, four are currently under construction, two more are about to kick-off construction. Four others are in the planning stages. Two of these projects are in the planning stage and involve capital improvements and a new facility.

The electrical work at Ashley Pond to provide power to food trucks was completed well before the commencement of the 2024 summer concert series. Construction continues for golf course improvements, high netting, and the airport fuel farm.

The Facilities crews performed work to repair a bus shelter on North Mesa. A cracked base compromised the bus shelter structure and presented a safety risk to the public. The repairs consisted of replacing the shelter base and adding reinforcements to the structure.

During the month of May 2024, Facilities crews completed 144 work orders out of 156 active work orders. The table below lists these work orders by category and numbers completed.

Work Order Category	Work Orders Received
New Requests	130
Maintenance	138
Immediate Response	17
Emergency Calls	1

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.

Two project managers attended the 1st Annual Citizen's Police Academy on May 23. In this opportunity, the project managers learned firsthand about the work, capabilities, and regulatory framework that Los Alamos Police Department performs to serve and protect the public. The participation on the Citizens Police Academy has provided a broader view to the project managers on how to serve the public and the impact that the work of CPF can have on town safety.



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 provided a narrative of scope, schedule, and budget for a project to renovate and improve the Betty Ehart Senior Center. CSD utilized these documents to support an application to the New Mexico Aging and Long-term Service Department for a Capital Outlay grant. The application submission was approved by Council on May 7, 2024.
Customer Care Service Electrical Connection to Emergency Power	PW, DPU	This project is 80% complete. Waiting on a 50 Amp breaker. Work is ongoing to pull wiring from RTU-3 to transfer switch.
Ashley Pond Electrical Upgrade	PW, CSD	Construction work was completed in due manner and time for the 2024 Summer Concert series. Project is on the closeout phase. Construction cost stayed within budget.

Golf Course Site Improvements	PW, CSD	Construction work is ongoing. Remediation of the old cart path is in progress. Excavation, preparation, forming, and placement of new cart path configuration moving forward averaging 500 feet/day. Bunker construction work continues. Work to relocate a 350 ft section of the main irrigation line has been completed.
Golf Course High Netting	PW, CSD	Poles at driving tee box are complete. Final date of completion is December 31, 2024.
Ice Rink Temporary Chiller	PW, CSD	Procurement is readying the amendment of the Agreement for attorney's review. It is anticipated that this amendment will be presented before Council during June 2024.
Ice Rink Permanent Chiller Replacement	PW, CSD	Procurement is preparing the RFP for attorney's review. Advertisement of the RFP is anticipated in the coming weeks.
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 soon.
Airport Fuel Farm	PW	Construction work in progress. Concrete work for manholes, spill control and slab in progress.
White Rock Visitor Center Outdoor Restrooms and Pavilion	PW, CDD	Work is ongoing work for footing and slab preparation. Work to cap abandoned utility lines was completed. The contractor is behind schedule. County staff is closely following the progression of work and has communicated this to the contractor's PM.
Department of Utility (DPU) Standby Area Renovation	PW, DPU	The project is in the close out phase. During the month of May, the contractor has been addressing the punch list items. A-Plus Plumbing provided training on the use of the new HVAC systems. A walkthrough to verify punch list completion is scheduled for June 5, 2024.
Emergency Operations Center (EOC)	PW, PD, FD	Emergency Services Commander is preparing the FEMA grant application.
Fire Station 4 Replacement	PW, FD	Draft for architectural services contract is under review.
Mesa Public Library Convert to Electric Water Heating	PW, CSD	On-call contractor is preparing a price proposal.
Mesa Public Library siding	PW	Construction drawings are finalized. Construction kick-off meeting is scheduled for May 31, 2024.
IM Training Room Furniture	PW, IM	Furniture has been installed. Project is 90% complete.
White Rock Complex Roof Replacement	PW	Due to weather conditions, work is expected to start the end of June.

STATS Update

Events – 202

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 May remained steady compared to reservations from the previous month with a projected increase next month with wedding and graduation party season starting.

Municipal breakroom, Traffic & Streets, Fleet, Transit and Utilities tile flooring was scrubbed and waxed. Various carpet flooring in the Municipal Building were shampooed.

A new PA System and “hearing loop” was installed in the Betty Ehart Senior Center Great Room in May and an additional mixer and mics will be installed in June.

Connecting with the Public

Custodial staff supported the following public events:

Fuller Lodge – 60

White Rock Activity Center – 55

WR Fire Station #3 – 10

BESC – 21 with election support

WR Town Hall – Election support

Municipal Building – 43 with election support

Golf Course – Election support

Looking Ahead

Refinishing the Great Room and Classrooms A & B flooring at the BESC which is scheduled to begin June 5.

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 Invitation for Bids for the Bathtub Row project will be advertised in May in coordination with the Department of Public Utilities. Once awarded, this project will begin in 2024 and is anticipated for completion in Summer 2025.

TLC Plumbing and Utility was awarded the DP Road Phase II project and has mobilized crews to perform utility potholing.

TLC Plumbing and Utility is progressing on the Rose Street project with paving operation anticipated in mid-June.

The Urban Trail project is progressing with work being performed along Canyon Road for new retaining walls. The piers for the new boardwalk have been completed and the boardwalk will arrive this month.

May Bike to Work and Bike to School events were organized by the Engineering Division in coordination with Los Alamos National Laboratory, Los Alamos Public Schools, and other local bicycle groups.

Connecting with the Public

The initial sight evaluation for the Transit Center study was presented at a Council work session on May 21.

A public meeting was held for the Denver Steels Phase II project in May at a regularly scheduled Transportation Board Meeting.

Other projects such as Bathtub Row, Urban Trail, Rose Street, Loma Linda, DP Road, and the 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.

Staff continues 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, 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 with paving complete in April 2024. Lighting installation is underway, and construction is scheduled to be fully completed in June 2024.
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 scheduled in June 2024 at the Transportation Board Meeting. 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 later in the year with construction starting in 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 early 2025.
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 May 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 - 57

Roll Cart Requests – 50

*Household Hazardous Waste
Customers - 78*

*Recycle Coach App Users –
1,989*

*Recycle Coach App Interactions
– 13,275*

Overlook Visitors - 79

*Transfer Station Visitors –
3,315*

*Yard Trimming Participants –
5,270*

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 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 78 residents that was then transported to the proper disposal facilities. The next event will be held on Saturday, June 1, 2024.

Yard trimming collection for calendar 2024 started on Monday, March 25, and to date we have collected ~234 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 partnered with the Los Alamos County Sustainability Office to educate fourth graders at the PEEC Water Festival. We taught the children about the importance of recycling right and how it saves water and energy.

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.



Environmental Services and Sustainability Office at PEEC Water Festival



Residential Sustainability Report

Service Period: May 2024

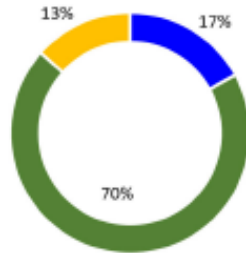
May Diversion Rate: 30%



LOS ALAMOS

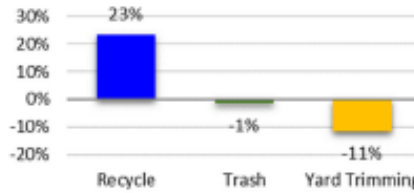
The *diversion rate* is the percent of recyclable and compostable material diverted from the landfill.

Monthly Collection Report



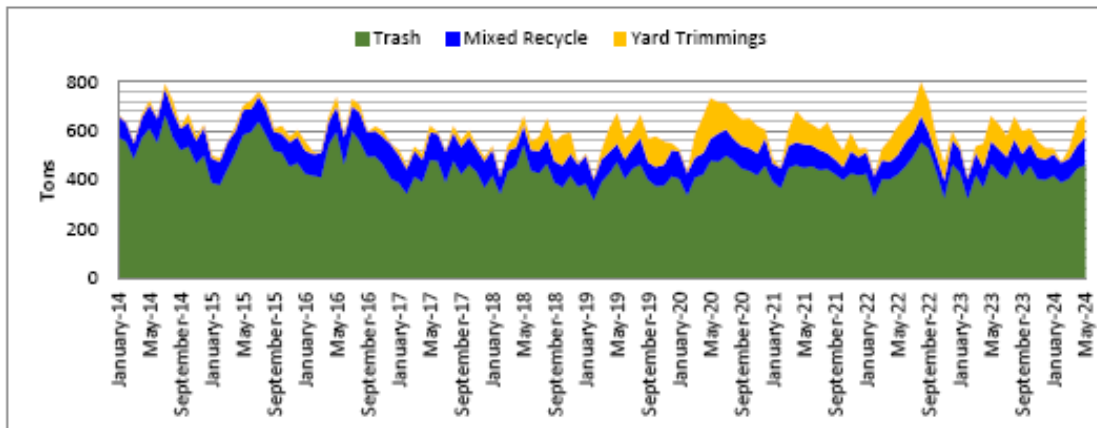
■ Mixed Recycle ■ Trash ■ Yard Trimmings

% Change Previous Year



	May-23	May-24
Yard Trimming	100.20	88.73
Recycle	91.23	112.61
Trash	468.79	462.35

In May by recycling and composting Los Alamos County reduced GHG emissions by ~560 tons*



In 2024 by recycling and composting Los Alamos County reduced GHG emissions by ~2,053 tons*

- 10 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 \$27,422 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 - 269

Work orders completed within 72 hours - 185

Work orders remain open - 18

Work orders are preventive maintenance – 82

Work orders are repairs – 187

Work orders for recalls – 0

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.

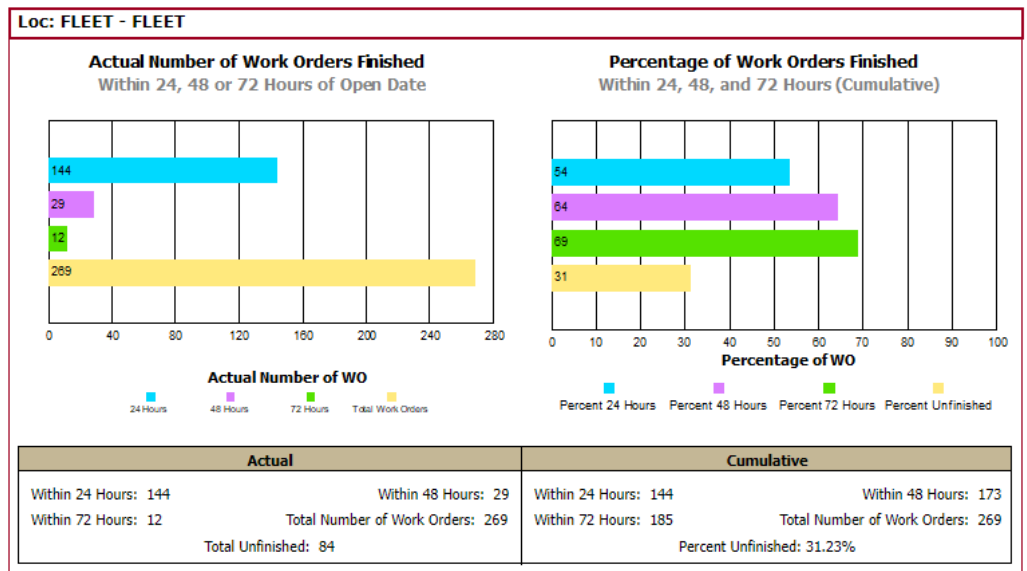
We are inspecting buses for Bandelier service.

Fleet passed both Safety and Health inspections by NM OSHA Bureau.

Fleet and DPU have added a Ford Lightning to the fleet.

Fleet is working on updates to fuel tanks after State Inspection.

Fleet is gathering information and speaking with other agencies about vehicle GPS.



STATS Update

Customer Calls - 96

Permits Processed - 23

Permits Extended – 5

*Perma Patch for Potholes –
1960 lbs.*

Asphalt for repairs – 186

Miles Swept – 795

Lightbulbs replaced – 15

Stop Light Bulbs replaced - 4

Locates – 135

*Concrete for sidewalk and
curb repairs – 14 yards*

Signs Installed – 20

Miles striped - 39

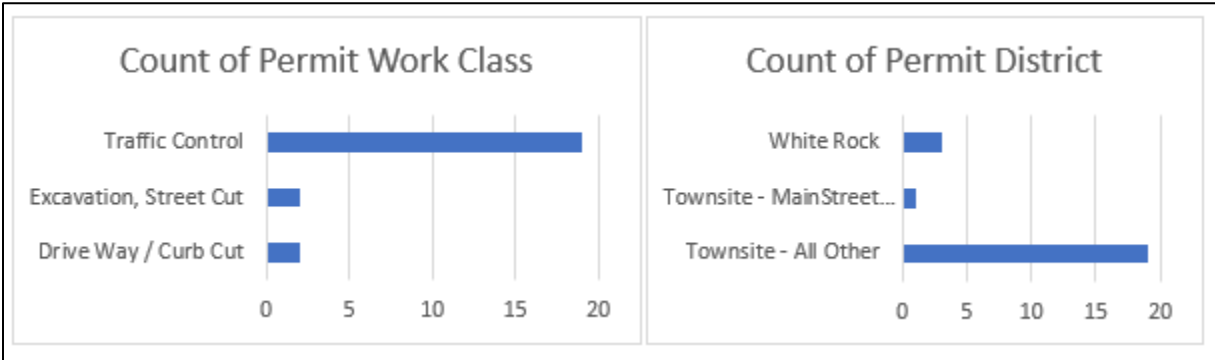
Meeting Our Goals

Traffic and Streets Division met County goals by providing service to the public and working with other departments to maintain roadways in the event of emergency infrastructure breaks.

News & Updates

Traffic and Streets worked in coordination with the Department of Public Utilities to repair a washed-out road on Quemazon Place. The water main on this road burst and damaged the roadway. As the roadway was being repaired and getting ready for asphalt, another water main blocked above the first location burst causing all the work previously done to be washed out. Both departments worked to resolve the burst lines and repair the road and damaged sidewalks.

- Streets crews created a parking lot at DP Road for vehicles to park while construction continues.
- Streets crews assisted contractor TLC Plumbing by moving piles of dirt to the Eco-Station.
- Streets crews patched asphalt on Yucca Street, 48th and 46th Streets.
- Equipment Operators assisted Risk Management with the Heavy Equipment Academy as evaluators for attendees.
- Street crews pressure washed the floors at PCS Building 1 bay area in anticipation of the guest speaker Jimmy Baca speaking to county employees.
- Traffic Electricians removed and replaced amber LEDs and 12-volt batteries at Chamisa Elementary and Barranca Elementary School.
- Traffic Electricians removed and replaced 14 light fixtures at various locations in White Rock and Los Alamos area.
- Traffic Electricians repaired damaged streetlight feed on South San Ildefonso
- Traffic Electricians removed and replaced 15 bollard LEDs and repaired three along North Mesa picnic area and Canyon Trail area.
- Traffic Electricians assisted contractor MWI with locating street lighting, de-energizing circuits, and removal of conductors in the Loma Linda Subdivision area.
- Traffic Electricians assisted contractor MWI with loading up four rill in street lighting bases at Pajarito Cliff Site.
- Traffic Electricians installed three license plate readers for Los Alamos Police Department.
- Signs and Markings crew have been striping county wide. For the month of May, they have striped a total of 39 miles.
- Signs and Markings crew assisted Streets Division with traffic control while a vendor repaired guardrails in various locations.
- Signs and Markings crew fabricated 12 stickers for the newly installed trash cans at the ACT bus shelters.
- Signs and Markings crew installed new signs at the 20th St. parking lot and Ashley Pond, and for the Adopt A Road program.



Connecting with the Public

Administrative Staff connected with the public by processing permits for events and projects. We processed 23 permits and extended 5 permits.

Looking Ahead

Traffic and Streets will be working on pothole and asphalt repairs, concrete repairs, vegetation control, sign fabrication, traffic signal maintenance, street lighting replacement and repairs and maintenance at the Airport.

Martin Rivera Retires



Martin Rivera, Traffic and Streets Division Transportation Safety Specialist, retired on May 15th. A celebration was held on May 10th. We had a large turnout including his family. We are sad to see him go, because he was not only a great employee but a friend to everyone he met. He will move on to a different chapter in his life. Thank you, Martin, for your service with Los Alamos County.

STATS Update

Unlinked Passenger Trips (UPT) – 21,133

Fixed-Route UPT – 20,605

Demand-Response UPT - 492

Special UPT - 36

Service Days - 22

UPT per Service Day - 961

UPT per Service Mile - .67

Service Disruptions - 3

On-time Timepoint Departures- 75%

On-time Paratransit Trips – 89.0%

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.

May

- ❖ Jason Lucero – 2 years of service
- ❖ Mekelis Talachy – 2 years of service
- ❖ Michael Crowe – 1 year of service
- ❖ Austin Cox – 1 year of service

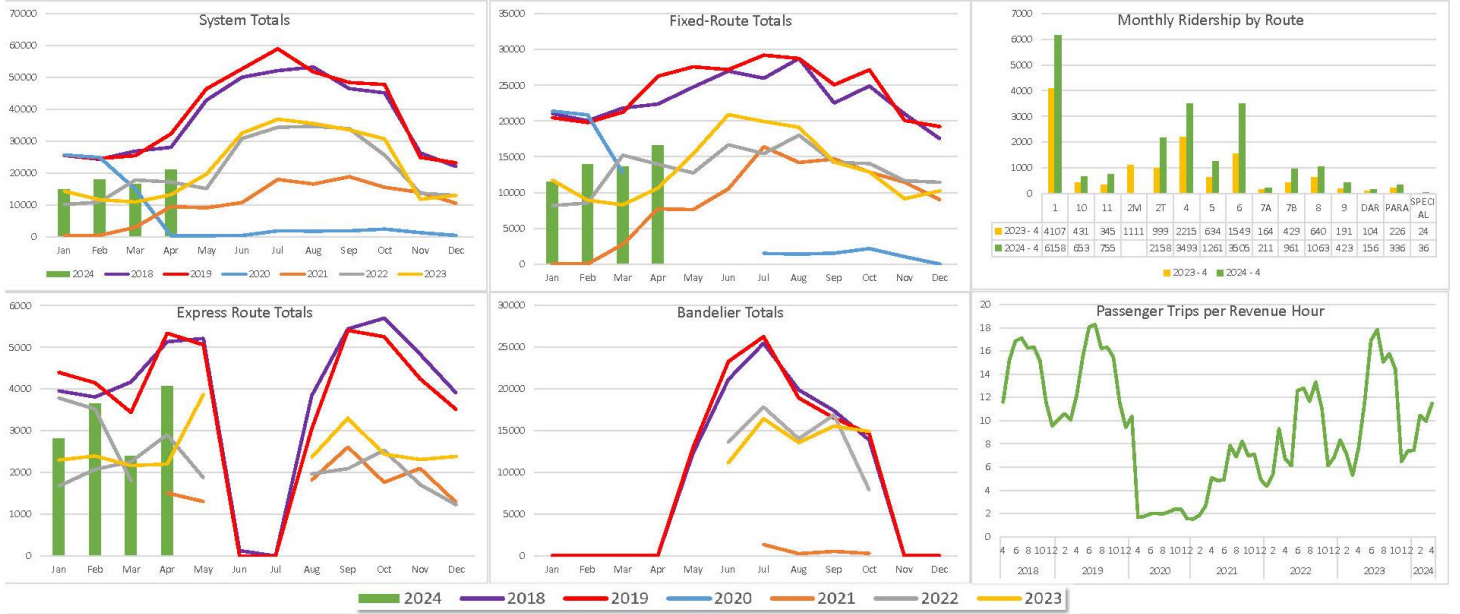


April 2024 Ridership Report

LOS ALAMOS

YTD

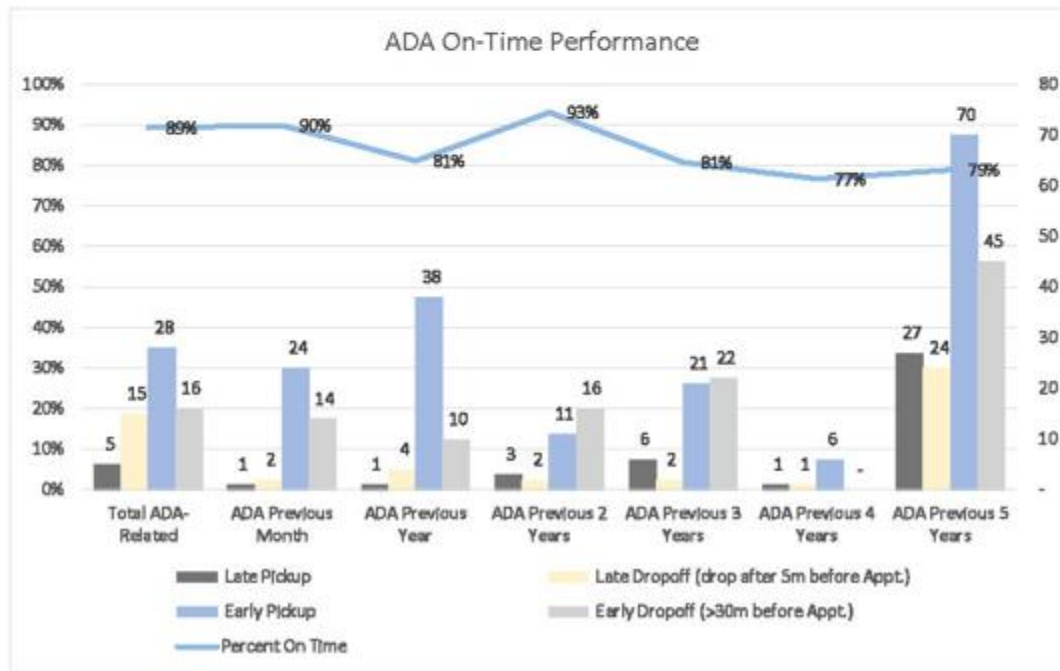
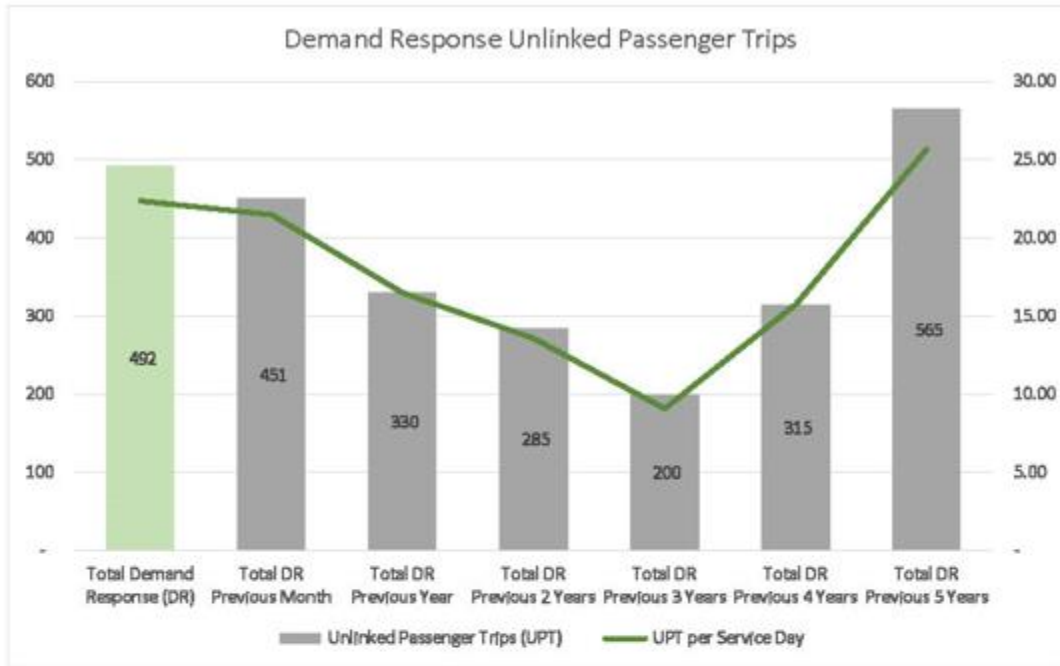
Route	April Trips						% Chg (from 2018)	% Chg (from 2019)	% Chg (from 2020)	% Chg (from 2021)	% Chg (from 2022)	% Chg (from 2023)	Apr Rev. Miles		Apr Rev. Hours		Apr YTD Trips		Month YOY % Chg (from 2023)	Svc Days		
	2018	2019	2020	2021	2022	2023							2024	2023	2024	2023	2024	2023			2024	
1 Downtown	4,564	5,568	-	1,965	3,680	4,107	6,158	35%	11%			213%	67%	50%	4,892	5,381	260	286	12,695	20,247	59%	22
2M White Rock - Main Hill	2,445	3,202	-	1,223	1,681	1,111	-					213%	67%	50%	4,645	-	176	-	5,281	2,053	-61%	-
2T White Rock - Truck Rt	1,503	1,859	-	398	858	999	2,158	44%	16%			442%	152%	116%	6,677	7,341	261	287	3,115	6,904	122%	22
2P White Rock - Peak	571	387	-	-	-	-	-								-	-	-	-	-	-	0%	-
3 Central / Canyon	2,878	2,791	-	802	1,968	-	-								-	-	-	-	-	-	0%	-
4 North Community	2,396	3,675	-	1,126	1,219	2,215	3,493	46%	-5%			210%	187%	58%	3,878	4,266	260	286	8,258	10,641	29%	22
5 Barranca Mesa	1,587	1,444	-	580	824	634	1,261	-21%	-13%			117%	53%	99%	4,054	3,993	258	283	3,265	4,205	29%	22
6 North Mesa	6,440	7,352	-	1,645	3,731	1,549	3,505	-46%	-52%			113%	-6%	126%	3,703	5,126	260	358	6,943	11,718	69%	22
Fixed-route subtotal	22,384	26,278	-	7,739	13,961	10,615	16,575	-26%	-37%			114%	19%	56%	27,848	26,107	1,475	1,501	39,557	55,768	41%	
7 North Mesa Expr	1,217	1,263	-	613	841	593	1,172	-4%	-7%			91%	39%	98%	211	311	14	21	2,407	4,019	67%	20
8 North Community Expr	901	988	-	229	601	640	1,063	18%	8%			364%	77%	66%	96	141	7	10	2,558	3,332	30%	22
9 Aspen Expr	929	923	-	244	430	191	423	-54%	-54%			73%	-2%	121%	147	215	7	10	688	931	35%	22
10 Barranca Expr	1,235	1,201	-	370	364	431	653	-47%	-46%			76%	79%	52%	126	185	8	11	1,989	2,254	13%	22
11 White Rock Expr	854	964	-	58	669	345	755	-12%	-22%			1202%	13%	119%	255	374	10	15	1,418	2,402	69%	22
Express route subtotal	5,136	5,339	-	1,514	2,905	2,200	4,066	-21%	-24%			169%	40%	85%	836	1,227	45	67	9,060	12,938	43%	
12 Bandelier	-	-	-	-	-	-	-	-	-			-	-	-	-	-	-	-	-	-	0%	-
Dial-a-Ride	112	97	-	53	78	104	156	39%	61%			194%	100%	50%	606	1,269	48	77	440	647	47%	22
ACT Assist	414	565	44	132	207	226	336	-19%	-41%			664%	155%	62%	1,989	2,834	126	189	976	1,111	14%	22
Special Services	-	-	271	15	33	24	36	-	-			-87%	140%	9%	26	23	5	5	24	36	50%	1
System total	28,046	32,279	315	9,453	17,184	13,169	21,169	-25%	-34%			124%	23%	61%	31,305	31,461	1,699	1,838	50,057	70,500	41%	22



Total Passenger Trips to Date: 6,448,854

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.
- **April 24-April 30:** Route 4 detoured from Quemazon onto Sereno, closing three bus stops.
- **April 20:** Earth Day shuttle service provided 36 passenger trips.



Atomic City Transit - Demand Response Ridership and Statistics

April 2024

NTD Service Information	Total Demand Response (DR)	Total DR Previous Month	Total DR Previous Year	Total ADA-Related	Total DAR	Total DAR-Special
Vehicles Operated in Max Service	2	2	2	2	2	-
Unlinked Passenger Trips (UPT)	492	451	330	336	156	-
UPT Ambulatory	458	424	300	309	149	-
UPT Non-Ambulatory	34	27	30	27	7	-
UPT Evening DAR	64	65	58	-	64	-
UPT Daytime DAR	87	92	40	-	87	-
UPT Regional-Linked	264	221	156	200	64	-
Companions	2	14	4	2	-	-
PCAs	31	29	21	26	5	-
Total Vehicle Miles (VM)	4,992	4,848	3,576	3,577	1,415	-
Total Vehicle Hours (VH)	390	377	308	280	110	-
Total Revenue Miles (RM)	4,103	3,720	2,595	2,834	1,269	-
Total Revenue Hours (RH)	266	243	174	189	77	-
Regional-linked Miles	3,224	2,556	1,647	2,430	794	-
Regional-linked Hours	116	88	67	89	26	-
Passenger Miles	4,094	3,579	2,312	2,965	1,129	-
Passenger Hours	165	138	108	121	45	-
Service Days	22	21	20	22	22	-
Weekdays	22	21	20	22	22	-
UPT per RM	0.1	0.1	0.1	0.1	0.1	-
UPT per RH	1.9	1.9	1.9	1.8	2.0	-
UPT per Service Day	22.4	21.5	16.5	15.3	7.1	-
UPT per Weekday	22.4	21.5	16.5	15.3	7.1	-

Scheduling Stats						
Subscription	173	140	139	173	-	-
One Way Trips Requested	578	550	425	399	179	-
One Way Trips Performed	459	408	305	308	151	-
Advance Reservation	308	248	207	308	-	-
Same Day Reservation	151	157	98	-	151	-
Avg. Minutes to board	0	0	3	0	0	-
Avg. Minutes to Disembark	0	2	1	0	0	-

Capacity Metrics						
Missed Trip (Due to Vehicle Late)	-	-	-	-	-	-
Trips On Time	403	357	242	275	128	-
Percent On Time	88%	88%	79%	89%	85%	-
Early Offer	12	11	13	9	3	-
Late Offer	15	2	5	13	2	-
Late Pickup	11	13	2	5	6	-
Excessively Late Pickup (>15m after window)	-	3	-	-	-	-
Late Dropoff (drop after 5m before Appt.)	15	2	5	15	-	-
Excessively Late Dropoff (>10m after Appt.)	1	-	-	1	-	-
Early Pickup	45	38	61	28	17	-
Excessively Early Pickup (>15m before window)	2	-	2	1	1	-
Early Dropoff (>30m before Appt.)	18	14	12	16	2	-
Excessively Early Dropoff (>45m before Appt.)	1	-	-	1	-	-
Trip Over 45 min	15	12	12	13	2	-
Trip Over 60 min	-	4	7	-	-	-
Over Fixed-Route Duration Est.	15	21	18	9	6	-
>15m Over Fixed-Route Duration Est.	-	4	4	-	-	-

Connecting with the Public

Bike to School and Bike to Work events were organized by the Engineering Division in coordination with Los Alamos Public Schools, Los Alamos National Laboratory, and other local bicycle groups.



A Bike to School event was held on May 8, at Piñon Elementary School in White Rock.



Bike to Work events were held on May 16, which included an Energizer Station in the morning and in the evening at Fuller Lodge, presentations on Bicycle Chain Maintenance and Urban Trail Construction Project updates.

Projects



Mirador Development Project



Rose Street



Loma Linda



Urban Trail Project



Urban Trail –installation of boardwalk





Golf Course Improvements



Fleet received a new side loader and front loader for the ECO station and a Ford Lightning for DPU.



Facilities repaired a bus shelter on North Mesa



Facilities repaired a sewer drain line at Fuller Lodge

Staff Members Highlight of the Month



Michael (Mike) Crowe, Transit Operator I

Atomic City Transit would like to acknowledge Michael (Mike) Crowe, Transit Operator I. Mike started with Atomic City Transit in May of 2023 and is currently assigned to perform evening fixed routes, which includes Bandelier Service for Atomic City Transit. Mike assists his supervisor and team with a variety of tasks. He is a great team member to have. Next trip you take with Atomic City Transit, please take some time to say “hi” to Mike.

Welcome



Atomic City Transit would like to welcome Richard Doerge, Carter Finn and Javier Gastelum, Transit Operator Trainees. All three live in Los Alamos and will be working full-time for Atomic City Transit. They are completing all the new hire training, and soon you will find them on route providing service to the community. Help us welcome Richard, Carter, and Javier on your next bus ride.

Richard Doerge, Carter Finn and Javier Gastelum Transit Operator Trainees

Kudos

Good Morning,
I just wanted to send a short note to say how much I appreciate the quick response and completion of the restroom lights being fixed at PCS Bldg. 5. Thank you Andrew, Joseph & Robert for always having a great attitude toward your job and getting it done so quickly.
Thank you,
Krista



County of Los Alamos

Staff Report

June 25, 2024

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 1)
Index (Council Goals):
Presenters: County Council - Regular Session
Legislative File: 18664-24

Title

Tickler Report of Upcoming Agenda Items

Body

Attachment A is a report of the upcoming Council agenda items as of July 9, 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 - Tickler Report dated June 21, 2024



LOS ALAMOS

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: 07/09/2024, Agenda End Date: 07/30/2024

File Number	Title
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Agenda Date: 07/09/2024

18933-24	Briefing/Report (Dept,BCC) - Action Requested Closed Session Pursuant to NMSA 1978, Section 10-15-1 (H) (7) - The International Brotherhood Of Electrical Workers (IBEW) Local 611 Negotiations Department Name: CC Drop Dead Date:	A - Closed Session Length of Presentation: Sponsors: County Council - Closed Session
18907-24	Appointment Board/Commission Appointment(s) - Property Valuation Protest Board Department Name: CMO Drop Dead Date:	Appointments Length of Presentation: Sponsors: Linda Matteson
18865-24	Briefing/Report (Dept,BCC) - Action Requested Approval of the Purchase of the Cisco Security Suite Software from Advanced Network Management, Inc. in the Amount of \$253,772.36, plus applicable Gross Receipts Tax for a thirty-six (36) month term. Department Name: ASD-IM Drop Dead Date: 07/09/2024	Consent Length of Presentation: 5 Sponsors: John Roig, Chief Information Officer and Helen Perraglio, Administrative Services Director
18866-24	Briefing/Report (Dept,BCC) - Action Requested Approval of Purchase of dHCI Cluster Server Hardware Phase 2 to Consolidate and Standardize Application Infrastructure from Advanced Network Management (ANM) in the Amount of \$310,835.09 Including Shipping Plus Applicable New Mexico Gross Receipts Tax. Department Name: ASD-IM Drop Dead Date: 07/09/2024	Consent Length of Presentation: 5 Sponsors: John Roig, Chief Information Officer and Helen Perraglio, Administrative Services Director
18858-24	Briefing/Report (Dept,BCC) - Action Requested Approval of Children Youth and Families Department Grant Agreement No. 25-xxx-xxxx-xxxxx and Approval of MOA25-XXX with the Los Alamos Juvenile Justice Advisory Board to provide Department Name: CSD	Consent Length of Presentation:

File Number	Title	
	Drop Dead Date:	Sponsors: Jessica Strong, Social Services Division Manager and Cory Styron, Community Services Director
18898-24	Briefing/Report (Dept,BCC) - Action Requested	Consent
	Approval of County Council Minutes for the June 18, 2024 Work Session and the June 25, 2024 Regular Session	
	Department Name: Clerk	Length of Presentation:
	Drop Dead Date:	Sponsors: Naomi Maestas
AGR1052-24	General Services Agreement	Consent
	PLACE HOLDER - Approval of Task Order No. 21 under Services Agreement No. AGR-22-18a with All-Rite Construction Inc. for the amount of \$356,057.21 for the replacement of siding on the Mesa Public Library and address non-structural crack mitigation on the building.	
	Department Name: PW	Length of Presentation:
	Drop Dead Date:	Sponsors: Sara Rhoton, Capital Projects & Facilities Manager and Eric Martinez, Deputy Public Works Director
18904-24	Briefing/Report (Dept,BCC) - Action Requested	Consent
	Vacation of Easement Within Lot 315, a Subdivision of Western Area No. 1	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: James Alarid, Deputy Utilities Manager - Engineering
18905-24	Briefing/Report (Dept,BCC) - Action Requested	Consent
	Grant of Utility Easement Within Lot 28, a Subdivision of Mirador	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: James Alarid, Deputy Utilities Manager - Engineering
18932-24	Briefing/Report (Dept,BCC) - Action Requested	Consent
	Contract for General Services, Agreement No. AGR24-65 with _____ in the Amount Not To Exceed \$321,303 over Seven Years, for the Purpose of management of the Step Up Art Gallery	
	Department Name: CSD	Length of Presentation:
	Drop Dead Date:	Sponsors: Gwen Kalavaza and Cory Styron
18375-24	Briefing/Report (Dept, BCC) - No action requested	Council Business
	Board and Commission Vacancy Report	
	Department Name: CC	Length of Presentation:
	Drop Dead Date:	Sponsors: County Council - Regular Session
18863-24	Briefing/Report (Dept, BCC) - No action requested	Council Business
	Update on Council LARES Working Group Recommendations	
	Department Name: CMO	Length of Presentation:

File Number	Title	
	Drop Dead Date:	Sponsors: Angelica Gurule, Sustainability Manager
CO0693-24	Code Ordinance	Introduction of Ordinance
	Introduction of Incorporated County of Los Alamos Code Ordinance No. 02-359; An Ordinance Amending Chapter 40, Article III, Sections 40-151 and 40-152 of the Code of the Incorporated County of Los Alamos Relating to Gas Rate Schedules	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: Karen Kendall, Deputy Utilities Manager - Finance
OR1025-24	Ordinance	Introduction of Ordinance
	Introduction of Incorporated County of Los Alamos Ordinance No. 734; An Ordinance Authorizing Execution of Rural Infrastructure Loan and Grant Agreement for the Water Production Mechanical and Electrical Upgrades in the amount of \$2 Million	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: James Alarid, Deputy Utilities Manager - Engineering
18715-24	Briefing/Report (Dept, BCC) - No action requested	Presentation
	Draft Climate Action Plan Presentation to Council	
	Department Name: CMO	Length of Presentation:
	Drop Dead Date:	Sponsors: Angelica Gurule, Sustainability Manager
18900-24	Briefing/Report (Dept, BCC) - No action requested	Presentations
	Briefing from Regional Development Corporation (RDC) Executive Director Pat Vanderpool on Current and Upcoming Activities	
	Department Name: CDD	Length of Presentation:
	Drop Dead Date:	Sponsors: Paul Andrus, Community Development Director
RE0594-24	Resolution	Public Hearing
	Approval of Incorporated County of Los Alamos Resolution No. XX-XX Endorsing the North Central Regional Transit District's FY2025 Budget Proposal, Approval of the FY2025 Los Alamos County Regional Service Plan and Direct Staff to Submit the FY2025 Los Alamos County Regional Service Plan to the North Central Regional Transit District Board of Directors	
	Department Name: PW	Length of Presentation:
	Drop Dead Date:	Sponsors: James Barela, Transit Manager and Juan Rael, Public Works Director
RE0595-24	Resolution	Public Hearing
	Incorporated County of Los Alamos Resolution No. XX to authorize the application to New Mexico Department of Transportation (NMDOT) for Federal Fiscal Year 2026 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program for an estimated total amount of \$[amount] to fund an ACT Assist Replacement Vehicle for Atomic City Transit; committing to the local match in the amount of \$[amount] to fund the Section 5310 Transit Program for Federal Fiscal Year 2026.	
	Department Name: PW	Length of Presentation:
	Drop Dead Date:	Sponsors: James Barela, Transit Manager and Juan Rael, Public Works Director

File Number	Title	
AGR1042-24	General Services Agreement	Business
	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 Department Name: PW Drop Dead Date:	Length of Presentation: Sponsors: Armando Gabaldon, Environmental Services Manager and Eric Martinez, Deputy Public Works Director
RE0603-24	Resolution	Business
	Adoption of Resolution No. 24-xx, A Resolution Accepting Public Infrastructure for Mirador Subdivision Pursuant to the Development Agreement for Certain Real Property within Site A-19-A-2, and Acceptance of Dedication of Right-of-Way and Public Improvements in the Mirador Subdivision. Phase II Department Name: CDD Drop Dead Date:	Length of Presentation: Sponsors: Philo Shelton, Eric Ulibarri and Paul Andrus
AGR1039-24	General Services Agreement	Consent
	Approval of Services Agreement No. AGR XX-XX with [VENDOR], in an Amount Not to Exceed \$[AMOUNT], excluding NMGRT, for Waste Hauling and Disposal. Department Name: PW Drop Dead Date:	Length of Presentation: Sponsors: Armando Gabaldon, Environmental Services Manager and Eric Martinez, Deputy Public Works Director
AGR1050-24	General Services Agreement	Consent
	Placeholder - Award of Bid No. 24-44 in the Amount of \$AMOUNT plus Applicable Gross Receipts Tax to CONTRACTOR for the Los Alamos Ice Rink Refrigeration System Replacement and Mechanical Room Upgrades; Establish a Project Budget in the Amount of \$AMOUNT for SERVICES; (IF REQUIRED and Consideration of Related Budget Revision XXXX-XX.) Department Name: PW Drop Dead Date:	Length of Presentation: Sponsors: Sara Rhoton, Capital Projects & Facilities Manager and Juan Rael, Public Works Director
AGR1048-24	General Services Agreement	Consent
	Approval of Services Agreement No. AGR 24-48 with [VENDOR], in an Amount Not to Exceed \$[AMOUNT], excluding NMGRT, for Solid Waste Disposal Services Department Name: PW Drop Dead Date:	Length of Presentation: Sponsors: Armando Gabaldon, Environmental Services Manager and Eric Martinez, Deputy Public Works Director
18288-24	Briefing/Report (Dept, BCC) - No action requested	Council Business
	County Manager's Report for June 2024 Department Name: CMO Drop Dead Date:	Length of Presentation: Sponsors: Anne Laurent, County Manager
18454-24	Proclamation	Proclamation
	Proclamation Declaring August 2024 as "Bear Month" in Los Alamos County (accepted by James Robinson and Kristen O'Hara, Pajarito Environmental Education Center) - PLACEHOLDER	

File Number	Title	
	Department Name: CP&R	Length of Presentation:
	Drop Dead Date:	Sponsors: County Council
CO0693-24b	Code Ordinance	Public Hearing
	Adoption of Incorporated County of Los Alamos Code Ordinance No. 02-359; An Ordinance Amending Chapter 40, Article III, Sections 40-151 and 40-152 of the Code of the Incorporated County of Los Alamos Relating to Gas Rate Schedules	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: Karen Kendall, Deputy Utilities Manager - Finance
OR1025-24b	Ordinance	Public Hearing
	Adoption of Incorporated County of Los Alamos Ordinance No. 734; An Ordinance Authorizing Execution of Rural Infrastructure Loan and Grant Agreement for the Water Production Mechanical and Electrical Upgrades in the amount of \$2 Million	
	Department Name: DPU	Length of Presentation:
	Drop Dead Date:	Sponsors: James Alarid, Deputy Utilities Manager - Engineering
RE0606-24	Resolution	Public Hearing
	Placeholder - Approval of Incorporated County of Los Alamos Resolution No. XX-XX, Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2025 Local Government Road Fund - Cooperative Agreement Program for the Grand Canyon Drive Pavement Rehabilitation Project.	
	Department Name: PW	Length of Presentation:
	Drop Dead Date:	Sponsors: Daniel Blea, Traffic and Streets Manager and Juan Rael, Public Works Director
RE0607-24	Resolution	Public Hearing
	Placeholder - Approval of Incorporated County of Los Alamos Resolution No. XX-XX, Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2025 Local Government Road Fund - County Arterial Program for the Grand Canyon Drive Pavement Rehabilitation Project.	
	Department Name: PW	Length of Presentation:
	Drop Dead Date:	Sponsors: Daniel Blea, Traffic and Streets Manager and Juan Rael, Public Works Director
RE0608-24	Resolution	Public Hearing
	Placeholder - Approval of Incorporated County of Los Alamos Resolution No. XX-XX, Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2025 Local Government Road Fund - School Bus Route Program for the Grand Canyon Drive Pavement Rehabilitation Project.	
	Department Name: PW	Length of Presentation:
	Drop Dead Date:	Sponsors: Daniel Blea, Traffic and Streets Manager and Juan Rael, Public Works Director