



# County of Los Alamos

1000 Central Avenue  
Los Alamos, NM 87544

## Agenda - Final Board of Public Utilities

*Carrie Walker, Chair; Jeff Johnson, Vice-chair; Stephen McLin,  
Kathleen Taylor and Steve Tobin Members  
Philo Shelton, Ex Officio Member  
Harry Burgess, Ex Officio Member  
Pete Sheehey, Council Liaison*

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Wednesday, September 18, 2019

5:30 PM

1000 Central Avenue  
Council Chambers

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### REGULAR SESSION

Complete Board of Public Utilities agenda packets, past agendas, videos, legislation and minutes can be found online at [losalamos.legistar.com](http://losalamos.legistar.com). Learn more about the Board of Public Utilities at [rebrand.ly/LACBPU](http://rebrand.ly/LACBPU).

#### PUBLIC COMMENTS:

Please submit written comments to the Board at [bpu@lacnm.us](mailto:bpu@lacnm.us). Oral public comment is accepted during the two periods identified on the agenda and after initial board discussion on a business item, prior to accepting a main motion on an item. Oral comments should be limited to four minutes per person. Requests to make comments exceeding four minutes should be submitted to the Board in writing prior to the meeting. Individuals representing or making a combined statement for a large group may be allowed additional time at the discretion of the Board. Those making comments are encouraged to submit them in writing either during or after the meeting to be included in the minutes as attachments. Otherwise, oral public comments will be summarized in the minutes to give a brief succinct account of the overall substance of the person's comments.

1. **CALL TO ORDER**

2. **PUBLIC COMMENT**

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

3. **APPROVAL OF AGENDA**

4. **BOARD BUSINESS**

4.A. **Chair's Report**

4.B. **Board Member Reports**

4.C. **Utilities Manager's Report**

**4.D. County Manager's Report****4.E. Council Liaison's Report****4.F. Environmental Sustainability Board Liaison's Report****4.G. General Board Business****4.G.1 [11701-19](#) Quarterly Conservation Program Update**

**Presenters:** James Alarid, Deputy Utilities Manager - Engineering

*PG. 1-2*

**4.H. Approval of Board Expenses****4.I. Preview of Upcoming Agenda Items****4.I.1 [12310-19](#) Tickler File for the Next 3 Months**

**Presenters:** Board of Public Utilities

*PG. 3-5*

**5. PUBLIC HEARING(S)****6. CONSENT AGENDA**

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

**CONSENT MOTION -**

*I move that the Board of Public Utilities approve the items on the Consent Agenda as presented and that the motions in the staff reports be included in the minutes for the record.*

*OR*

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

**6.A [12307-19](#) Approval of Board of Public Utilities Meeting Minutes**

**Presenters:** Department of Public Utilities

*PG. 6-37*

- 6.B** [AGR0644-19](#) Approval of Services Agreement No. AGR20-912 with SmartPhone Meter Reading, L.L.C. in the amount of \$52,439.20, plus Applicable Gross Receipts Tax, for the Purpose of Smart Phone Meter Reading System (SPMRS) Agreement

**Presenters:** Jack Richardson, Deputy Utilities Manager - GWS Services

*PG. 38-42*

- 6.C** [RE0423-19](#) Incorporated County of Los Alamos Resolution No. 19-24: A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2020 Applications to the Water Trust Board for Funding Non-Potable Water System Projects

**Presenters:** James Alarid, Deputy Utilities Manager - Engineering

*PG. 43-46*

**7. BUSINESS**

- 7.A** [12147-19](#) Approval of AGR20-917 Water Sales Agreement for Water Services to Los Alamos National Laboratory - 89233119CNA000103

**Presenters:** Philo Shelton, Utilities Manager

*PG. 47-106*

- 7.B** [12223-19](#) Preliminary Discussion - Water and Sewer Rate Adjustments

**Presenters:** Jack Richardson, Deputy Utilities Manager - GWS Services

*PG. 107-138*

**8. STATUS REPORTS**

- 8.A** [12309-19](#) Status Reports

**Presenters:** Board of Public Utilities

*PG. 139-151*

**9. PUBLIC COMMENT**

*This section of the agenda is reserved for comments from the public on any items.*

**10. 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 Department of Public Utilities (505) 662-8132 if a summary or other type of accessible format is needed.



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 18, 2019

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**Agenda No.:** 4.G.1  
**Index (Council Goals):** \* 2019 Council Goal - N/A  
**Presenters:** James Alarid, Deputy Utilities Manager - Engineering  
**Legislative File:** 11701-19

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### Title

Quarterly Conservation Program Update

### Recommended Action

None

### Staff Recommendation

None

### Body

In the upcoming months the DPU will be extending the term of the PEEC contract for continued Community Energy and Water Conservation Services. The current contract expires on February 4, 2019. The amendment will be presented to the Utility Board and Council in January 2020 for consideration. PEEC is amenable to extending the contract and continuing to provide these services to the DPU. Staff has been very satisfied with the services provided by PEEC, the quality educators provided, execution of DPU sponsored functions and professional representation of the DPU.

The current Energy and Water Conservation Plan was adopted by the Board of Public Utilities on March 18, 2015. This approval was for four years, then after we were directed to update the plan. In the upcoming months we will be issuing a request for proposals for a consultant to revise the Energy and Water Conservation Plan.

There are two fundamental reasons for the existence and content of the plan. The first are regulatory mandates from the Office of the State Engineer and the Western Area Power Administration. The second reason is to provide guidance and actionable conservation recommendations that align with the DPU's strategic objectives and long term goals. The final plan will be presented to the Utility Board for approval. Some considerations in updating the plan:

- Capturing public input in the update process. In preparation of the current plan an advisory group was formed comprised of representatives from the Public Schools, White Rock residents, Los Alamos residents, LAC environmental services, local realtors, and LAC parks. Other means are available such as surveys, public meetings and stakeholder meetings.
- DPU no longer has a full time conservation specialist and this contract replaces some of the education activities that the conservation specialist performed. LAC offerings such energy audits, blower door tests and irrigation audits are no longer provided.
- The Long Range Water Supply Plan has since been revised. Common elements of the two plans will be coordinated.

- 
- A tiered water rate was adopted in July 2014. Tiered water rates have had a significant impact on water use and revenues in other municipal utilities we can now evaluate the impact on water use.
  - Use of Advanced Metering Infrastructure in conservation efforts and customer education.
  - Address current regulatory requirements for the Office of the State Engineer and the Western Area Power Administration.
  - Evaluate the current DPU strategic objectives and long term goals related to conservation and sustainability.

**Alternatives**

N/A

**Fiscal and Staff Impact**

None

**Attachments**

None



**County of Los Alamos**  
**Staff Report**  
**September 18, 2019**

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 4.I.1  
**Index (Council Goals):** \* 2019 Council Goal - N/A  
**Presenters:** Board of Public Utilities  
**Legislative File:** 12310-19

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**Title**

Tickler File for the Next 3 Months

**Attachments**

A - Tickler File for the Next 3 Months



LOS ALAMOS

# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Tickler

**Criteria: Agenda Begin Date: 10/1/2019, Agenda End Date: 12/31/2019, Matter Bodies: Board of Public Utiliti**

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**File Number Title**

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**Agenda Date: 10/02/2019**

**12264-19 Briefing/Report (Dept, BCC) - No action requested Business**  
Strategic Planning for the Department of Public Utilities  
**Department Name:** DPU **Length of Presentation:** Apx. 3.5 Hrs  
**Drop Dead Date:** **Sponsors:** Philo Shelton, Utilities Manager

**Agenda Date: 10/16/2019**

**11762-19 Calendar 04A Chair's Report**  
Reminder for Upcoming Boards & Commissions Luncheon  
**Department Name:** DPU **Length of Presentation:** Apx. 5 Min.  
**Drop Dead Date:** **Sponsors:** Board of Public Utilities

**12050-19 Briefing/Report (Dept,BCC) - Action Requested 04G General Board Business**  
Approval of Department of Public Utilities Mission, Vision and Values, Strategic Goals and Objectives  
**Department Name:** DPU **Length of Presentation:** Apx. 20 Min.  
**Drop Dead Date:** **Sponsors:** Board of Public Utilities

**11707-19 Briefing/Report (Dept, BCC) - No action requested 04G General Board Business**  
Quarterly Update on Utility System - Gas Distribution System  
**Department Name:** DPU **Length of Presentation:** Apx. 30 Min.  
**Drop Dead Date:** **Sponsors:** Jack Richardson, Deputy Utilities Manager - GWS Services

**12282-19 Briefing/Report (Dept,BCC) - Action Requested 05 Public Hearings**  
Public Hearing for Modification of Department of Public Utilities Rules & Regulations - Rule GR-18 Utilities Assistance Program (UAP)  
**Department Name:** DPU **Length of Presentation:** Apx. 10 Min.  
**Drop Dead Date:** **Sponsors:** Bob Westervelt, Deputy Utilities Manager - Finance/Admin

**12225-19 Public Hearings 05 Public Hearings**  
Public Hearing - Sewer Rate Adjustment  
**Department Name:** DPU **Length of Presentation:** Apx. 30 Min  
**Drop Dead Date:** **Sponsors:** Bob Westervelt, Deputy Utilities Manager - Finance/Admin





# County of Los Alamos

Los Alamos, NM 87544  
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## Staff Report

September 18, 2019

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**Agenda No.:** 6.A  
**Index (Council Goals):**  
**Presenters:** Department of Public Utilities  
**Legislative File:** 12307-19

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### **Title**

Approval of Board of Public Utilities Meeting Minutes

### **Recommended Action**

I move that the Board of Public Utilities approve the meeting minutes of August 22nd, 2019 as presented.

### **Body**

### **REQUESTED REVISIONS TO THE DRAFT MINUTES**

Draft minutes are sent to members after each meeting for their review. Members may then send changes to be incorporated prior to final approval of the minutes at the next regular meeting. No changes were requested.

### **Attachments**

A - Draft BPU Regular Session Minutes - August 22nd, 2019



LOS ALAMOS

**County of Los Alamos**  
**Minutes**  
**Board of Public Utilities**

1000 Central Avenue  
Los Alamos, NM 87544

*Carrie Walker, Chair; Jeff Johnson, Vice-chair; Stephen McLin, Kathleen Taylor and Steve Tobin Members*  
*Philo Shelton, Ex Officio Member*  
*Harry Burgess, Ex Officio Member*  
*Pete Sheehey, Council Liaison*

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Thursday, August 22, 2019

5:30 PM

1000 Central Avenue  
Council Chambers

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**REGULAR SESSION**  
**Date changed from 8/21 to 8/22.**

**1. CALL TO ORDER**

The regular meeting of the Incorporated County of Los Alamos Board of Public Utilities was held on Thursday, August 22nd at 5:30 p.m. at 1000 Central Ave., Council Chambers. Ms. Walker called the meeting to order at 5:30 p.m.

**Present 5 - Board Member Walker, Board Member Johnson, Board Member Tobin, Board Member McLin and Board Member Taylor**

**2. PUBLIC COMMENT**

Ms. Walker opened the floor for public comment on items on the Consent Agenda and for those not otherwise included on the agenda. Members of the public gave the following summarized comments:

1) Mr. Anthony Sgro, 705 Totavi - Mr. Sgro noted that he has had four power outages on his street in the last couple of weeks and five to six outages per year. He discussed the advanced age and degradation of the lines supplying their neighborhood. He asked the Board to make it a higher priority to properly replace the lines in his neighborhood and update the system so that it is looped to provide better reliability.

2) Ms. P. Sgro, 705 Totavi - Ms. Sgro elaborated on her husband's comments about the condition of the wire, noting that it was also very brittle. She explained that she has respiratory problems and could not use her nebulizer during the outages as prescribed by her doctor. She asked the Board to make this a higher priority.

3) Mr. Jerome Berry - He has lived in Los Alamos for sixty years. He thinks that the Department's carbon neutrality strategic goal is a good idea. However, he discussed natural climate change over millions of years that has impacted atmospheric carbon levels. While he doesn't deny climate change, he doesn't think an increase in human production of greenhouse gasses will create a dangerous tipping point that would lead to catastrophic climate change. He cautioned the Board to also look at costs compared to the absolute present climate situation when considering a path forward to reach the carbon neutrality goal.

4) Ms. Rebecca Shankland, 6 Mariposa Ct. - Ms. Shankland was commenting on behalf of the League of Women Voters. The League of Women Voters supports an initiative to add a large solar array at the landfill and is pleased to see the County investing in clean,

renewable energy that will help reduce our carbon footprint. She hopes the Board will approve the proposal for a solar purchase power agreement this evening.

\*\*\*\*\*

**Ms. Walker moved that the Board of Public Utilities approve the following statement for inclusion in the minutes: The matters discussed in the closed session held on August 7th, 2019 at 3:30 p.m. were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter in those closed sessions. The motion passed by a show of hands.**

\*\*\*\*\*

**Yes: 5 - Board Member Walker, Board Member Johnson, Board Member Tobin, Board Member McLin and Board Member Taylor**

### **3. APPROVAL OF AGENDA**

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**Mr. Johnson moved that the agenda be approved as presented. The motion passed by the following vote:**

\*\*\*\*\*

**Yes: 5 - Board Member Walker, Board Member Johnson, Board Member Tobin, Board Member McLin and Board Member Taylor**

### **4. BOARD BUSINESS**

#### **4.A. Chair's Report**

Other than reminding the Board of the upcoming Board's and Commissions Luncheon, Ms. Walker had nothing to report.

##### **4.A.1 [11761-19](#) Reminder for Upcoming Boards & Commissions Luncheon**

**Presenters:** Board of Public Utilities

The month prior to a Boards & Commissions luncheon, the attendee schedule is included in the agenda packet as a reminder during the Chair's report. Ms. Walker reminded the Board that she is scheduled to attend the September 19th luncheon. She notified Mr. Tobin, as the newest member, that he is scheduled to attend the January 16th meeting.

#### **4.B. Board Member Reports**

Board members had nothing to report.

#### **4.C. Utilities Manager's Report**

Mr. Shelton provided a written report, which is included in the minutes as an attachment.

Mr. McLin asked Mr. Shelton to elaborate on whether the effluent water storage tank at the Bayo booster station near the wastewater treatment plant is new or an upgrade and Mr. Shelton confirmed this is a new storage tank.

#### **4.D. County Manager's Report**

Mr. Burgess reported on the following items:

- 1) Mr. Burgess noted that there are four items on the August 27th Council agenda

pending approval by the Board tonight.

**4.E. Council Liaison's Report**

Mr. Sheehey was absent. No report was given.

**4.F. Environmental Sustainability Board Liaison's Report**

Ms. Susan Barns was absent. No report was given.

**4.G. General Board Business**

**4.G.1 [12118-19](#) Quarterly Update on Utility System - Electric Distribution**

**Presenters:** Steve Cummins

Electric Engineering Manager Mr. Stephen Marez presented this item. The following is the substance of the item being considered.

The Board requested a quarterly system assessment on a different utility each quarter. This quarter, Mr. Marez presented an update on the Electric Distribution system.

The Board discussed this item and requested clarification where necessary.

**4.G.2 [12128-19](#) Follow-up to Planning for Upcoming Board of Public Utilities Annual Boards & Commissions Presentation to Council on September 17th, 2019**

**Presenters:** Carrie Walker

Ms. Walker presented this item. The following is the substance of the item being considered.

Ms. Walker will give the Board's annual presentation to Council on September 17th. She gave the Board a draft presentation to review.

The Board discussed this item and requested clarification where necessary.

The following actions were identified for follow-up:

- 1) Board members will send comments to Ms. Jaime Kephart by a date to be determined. Ms. Kephart will send those to Ms. Walker for inclusion in the presentation.

**4.H. Approval of Board Expenses**

There were no expenses.

**4.I. Preview of Upcoming Agenda Items**

**4.I.1 [12229-19](#) Tickler File for the Next 3 Months**

**Presenters:** Philo Shelton

In addition to the items already listed in the tickler provided in the agenda packet, the following items were identified for the tickler for upcoming meetings:

- 1) 9/17/2019 - Special Joint Session With Council to Discuss Changes and Challenges

Driving the Electric Production Industry (Mr. Shelton and Mr. Cummins)

2) 10/2/2019 - Special Session to Discuss Strategic Planning (Mr. Shelton)

3) TBD - Update from Danny Katzman on the Hexavalent Chromium Plume in Mortendad Canyon (Mr. McLin)

**5. PUBLIC HEARING(S)**

There were no public hearings scheduled for this meeting.

**6. CONSENT AGENDA**

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Mr. Tobin moved that the Board of Public Utilities approve the items on the Consent Agenda as presented and that the motions contained in the staff reports be included in the minutes for the record. The motion passed by the following vote:

\*\*\*\*\*

Yes: 5 - Board Member Walker, Board Member Johnson, Board Member Tobin, Board Member McLin and Board Member Taylor

6.A [12206-19](#) Approval of Board of Public Utilities Meeting Minutes

**Presenters:** Board of Public Utilities

I move that the Board of Public Utilities approve the meeting minutes of July 17th, 2019 as presented.

6.B [RE0410-19](#) Approval of Incorporated County of Los Alamos Resolution No. 19-23. A Resolution Removing Uncollectible Utility Accounts from the Incorporated County of Los Alamos' Accounts Receivable List for Fiscal Year 2014

**Presenters:** Bob Westervelt

I move that the Board of Public Utilities approve Incorporated County of Los Alamos Resolution No. 19-23. A Resolution Removing Uncollectible Utility Accounts from the Incorporated County of Los Alamos' Accounts Receivable List for Fiscal Year 2014, and forward to the Council with a recommendation for approval.

6.C [12049-19](#) Approval of Budget Carryovers from FY2019 to FY2020

**Presenters:** Bob Westervelt

I move that the Board of Public Utilities approve Budget Revision 2020-08 for carryovers from FY2019 to FY2020 and forward to Council with a recommendation for approval. I further move that the budget revision be included as an attachment in the minutes for the record.

6.D [AGR0640-19](#) Request for Consent to Assignment of Services Agreement AGR17-01, Changing the Assignment from Diamond Marketing Solutions Group, Inc. to Output Services Group, Inc. (OSG) and Approval of Related Amendment No. 2.

**Presenters:** Bob Westervelt

I move that the Board of Public Utilities approve the Consent to Assignment of Services Agreement AGR17-01, changing the assignment from Diamond Marketing Solutions Group, Inc. to Output Services Group, Inc. (OSG) and the related Amendment No. 2 to Services Agreement AGR-17-01, and forward both to Council for approval.

**7. BUSINESS**

**7.A [12146-19](#) Update on the Adopted Future Energy Resource Initiatives**

**Presenters:** Steve Cummins

Deputy Utility Manager of Power Supply Mr. Steve Cummins presented this item. The following is the substance of the item being considered.

The Board of Public Utilities adopted, as part of a strategic policy, recommendations from the July 7th, 2015 “Future Electrical Energy Resources” report. The Board asked staff to provide a comprehensive update of the adopted initiatives. Documents provided gave a brief summary of what’s been accomplished towards achieving each of the 26 initiatives. The Board discussed this item and requested clarification where necessary.

The following actions were identified for follow-up:

- 1) Mr. Shelton will work with the consultant facilitating the upcoming Board strategic planning meeting to add an agenda item to discuss how to keep the future energy resources initiatives updated considering ongoing industry changes and new research.

Mr. Burgess left the meeting at 7:05 p.m.

**7.B [12131-19](#) Presentation of the Feasibility and Estimated Cost of a Pumped Hydro Storage Facility in Los Alamos County**

**Presenters:** Steve Cummins

Mr. Cummins presented this item. The following is the substance of the item being considered.

Mr. Cummins introduced Engineering Intern Mr. Tyler Mobraaten, who conducted the research for this item and presented the data. As per the 2016 Future Energy Resources Board strategic initiative, staff has explored the economic feasibility of a pumped hydro storage system in Los Alamos County and its potential uses within the County. Staff recommended that the Board consider this initiative complete until the technology is readily available at the required scale or until the cost of power rises to the point where this is an economically viable option.

The Board discussed this item and requested clarification where necessary.

Ms. Walker opened the floor for public comments. Members of the public gave the following summarized comments:

- 1) Mr. Galen Gliser, 4730 Sandia - Mr. Gliser asked if staff had ever considered using something heavier than water as a storage medium.

- 2) Mr. Robert Gibson, 1465 Camino Redondo - He noted that in the presentation, there

were a couple of assumptions underlying the strategic thinking regarding energy resources, including the County's continued participation in the Carbon Free Power Project and the County's full ownership of the hydro plants when the Electric Coordination Agreement expires in 2025. He feels these are both huge factors when planning for any future energy resources. There are also some additional large energy resource decision points coming up. He suggested that the Board consider exactly when it might be appropriate to do major strategic rethinking of how to get to the carbon neutral goal, rather than arbitrarily setting time frames for additional studies.

Ms. Walker called for a recess at 7:40 p.m. The meeting reconvened at 7:45 p.m.

7.C [11474-18](#)

Approval of Agreement No. AGR19-43 with Los Alamos Solar II, LLC for the Purpose of a Solar Power Purchase Agreement to Deliver Photovoltaic Generated Electricity to the County

**Presenters:** Steve Cummins

Mr. Cummins presented this item. The following is the substance of the item being considered.

At the September 2018 BPU regular meeting, staff presented indicative pricing for a solar PV Power Purchase Agreement (PPA) at the landfill site, which came in at \$.06/kWh. BPU directed staff to proceed with issuing a request for proposals, which was issued in the second quarter of 2019. The evaluation committee selected PNE and Positive Energy doing business as Los Alamos Solar II, LLC. Based on the evaluation criteria, all offerors were qualified with cost being the deciding factor. The selected offeror proposed a price of \$.0585/kWh. Over the 25-year term, the 1.32MW PV system's average annual production is estimated at 2,250,000 kWh (2,250 MWh), which is approximately 0.4% of the County's annual load. In September 2010, Mod 17 to the Electric Coordination Agreement was executed authorizing renewable energy produced at the landfill site as an approved resource. On June 17, 2019 the Operating Committee was presented with the Solar PV PPA pricing and provided concurrence to proceed with this project as an approved resource. Even though the pricing is higher than other potential opportunities, staff believes this PPA as presented is an acceptable option for Board consideration.

The Board discussed this item and requested clarification where necessary.

\*\*\*\*\*

**Ms. Taylor moved that the Board of Public Utilities approve Agreement No. AGR19-43 with Los Alamos Solar II, LLC for the purpose of a Power Purchase Agreement to deliver photovoltaic generated electricity to the County, and forward to Council for approval. The motion failed by the following vote:**

\*\*\*\*\*

**Yes: 2 - Board Member Walker and Board Member Taylor**

**Abstain: 1 - Board Member Tobin**

**No: 2 - Board Member Johnson and Board Member McLin**

**8. STATUS REPORTS**

8.A [12207-19](#)

Status Reports

**Presenters:** Board of Public Utilities

The following informational status reports were provided to the Board in the agenda packet:

- 1) Electric Reliability Update
- 2) Accounts Receivables Report
- 3) Safety Report

**9. PUBLIC COMMENT**

Ms. Walker opened the floor for public comment on any items. There were no comments.

**10. ADJOURNMENT**

The meeting adjourned at 8:16 p.m.

\*\*\*\*\*

APPROVAL

\_\_\_\_\_  
Board of Public Utilities Chair Name

\_\_\_\_\_  
Board of Public Utilities Chair Signature

\_\_\_\_\_  
Date Approved by the Board

ATTACHMENT  
OFFICER REPORTS  
SUBMITTED AT THE MEETING

**Utility Manager's Report  
August 22, 2019**

1. Attended the annual UAMPS conference August 19-20 and UAMPS board meeting on August 21<sup>st</sup> in Jackson, WY regarding the Carbon Free Power Project (CFPP). The Joint Use Modular Plant (JUMP) resolution was finalized and voted on at this meeting. Los Alamos County JUMP allocation increased to 3.186 MW from 2.974 MW. This slight increase was due to one member not electing to accept their JUMP allocation which was then reallocated proportionally back to the remaining participating members. As a result of this action, LAC entitlement share increased to 5.2516% from 5.2288%.
2. Received a draft of the water sales agreement from NNSA and provided comments back to NNSA. We anticipate a finalized copy next week to present to BPU in September. The agreement is called a bridge contract and it essentially has the same terms as the existing agreement. The existing agreement expires on September 30, 2019.
3. Met with the consultant, who helped DPU prepare the Zia application, regarding assisting DPU with Strategic Planning and negotiated a scope of work. The BPU Strategic Planning meeting is scheduled for October 2<sup>nd</sup> and DPU's Staff is scheduled for October 10<sup>th</sup>.
4. Met with Customer Care staff and implemented one of staff's ideas to have a payment terminal at one of the 311 counters for customers to use. Today our first customer used this terminal.
5. Reviewed numerous job descriptions with staff in preparation of the next salary survey.
6. Attended an AMI project meeting and identified the need for an on-call electrician need should the customer's meter housing not be suitable to receive a new electric meter. Staff is in the process of procuring these on-call vendors for this task.
7. Held several meetings with the selected vendor on the agreement for the second megawatt of solar PV at the landfill that will be for BPU's consideration.
8. Staff held an interview to Public Power Magazine on DPU's Goal to be a Carbon Neutral Electric provider by 2040, in response to questions of electrification.
9. DPU is pursuing cancelling the SEW smart mobile app since it is not functioning. Staff is in the process of looking at other product to replace this it for customers to manage utility accounts online.
10. Staff is ready to reinstitute the Budget Billing program for customers sometime in September.
11. DPU will be submitting a Notice of Intent to apply for Water Trust Board funding from the 2020 legislature. The notice of intent is due August 23, 2019 and the application is due on October 3, 2019. The project request will be for new effluent water storage tank at the Bayo Booster station near the wastewater plant.

12. Milestones on the NM 502 project that will be achieved by the end of August; completion of the new 14" water transmission line, completion of the 8" high pressure, 6" medium pressure gas lines, and completion of the new 10" sewer crossing Trinity in the vicinity of DP Road. A significant amount of work remains, but the project is on schedule to complete the utility work prior to a winter suspension.
13. NMED has signed the agreement for the design of the new White Rock wastewater treatment plant. Survey and geotechnical investigations will begin next week and a formal kick-off meeting will take place the first week of September.
14. The FEMA grant for the stabilization of the Los Alamos Reservoir road has reached a major milestone this week. The environmental documents have been finalized and the 30-day public comment period is in progress per the requirements of the National Environmental Policy Act (NEPA). If there is no objections received in the public comments, work will begin on awarding the construction funds for the project. (Estimated at approximately \$1.5 million).
15. The patching of Quartz Street electric line replacements will be completed this week.



# BOARD OF PUBLIC UTILITIES

## ADDITIONAL MEETING DOCUMENTS

Additional or revised information or documents are often passed out to the Board at the meetings. Whenever possible, this informational cover page will accompany those documents.

**MAKE 20 COPIES OF ANY DOCUMENTS, INCLUDING THIS COVER SHEET, AND RETURN TO JAIME KEPHART PRIOR TO THE MEETING.**

<b>MEETING DATE</b>	8/22/2019
<b>AGENDA ITEM</b>	4.G.2 Follow-up to Planning for Upcoming Board of Public Utilities Annual Boards & Commissions Presentation to Council on September 17 <sup>th</sup>
<b>DOCUMENT TITLE(S)</b>	Draft Presentation Prepared by Carrie Walker
<b>FROM</b>	Carrie Walker, BPU Chair
<b>NEW OR REVISED?</b> <small>Is this a revision that is different from what was in the agenda packet, or is it something entirely new?</small>	New
<b>RECOMMENDED ACTION</b> <small>If you have a new or revised recommended motion for the Board, enter it here.</small>	<u>N/A</u>
<b>ADDITIONAL INFORMATION</b> <small>Please VERY BRIEFLY explain the purpose of this information or document.</small>	The draft presentation was not available in time for agenda publication. Ms. Walker gave it to the Board at the meeting.

Insert DPU/County Logo

# 2019 COUNCIL PRESENTATION

Board of Public Utilities

Carrie Walker, Chair

September 17, 2019

# BOARD MEMBERS

<u>MEMBER</u>	<u>POSITION</u>	<u>TERM ENDS</u>
Steve Tobin (1)	Member	2024
Jeff Johnson (2)	Vice-chair	2020
Kathleen Taylor (3)	Member	2021
Carrie Walker (4)	Chair	2022
Steve McLin (5)	Member	2023

# NEW UTILITIES MANAGER

In February 2019, Utilities Manager Timothy Glasco submitted a notice of retirement. Mr. Glasco served the County for nearly 25 years in the Department of Public Utilities, 5 of those as the Utilities Manager.

PIC OF PHILO

After a nation-wide recruitment and interviews conducted by multiple panels of staff, the Board and Council, the County Public Works Director, Philo S. Shelton, III, was selected. Mr. Shelton began as the Utilities Manager on July 8<sup>th</sup>.

# SAFETY EMPLOYEE OF THE QUARTER

The Safety Employee of the Quarter program was developed by the DPU Safety Committee in 2014. The intent is to reward those who most clearly and effectively demonstrate DPU's safety culture vision.

Pics here

**FY18 Q4**  
Adam Cooper  
Electric Production

**FY19 Q1**  
Victor Tanuz  
Water Production

**FY19 Q2**  
Joel Martinez  
Water Production

**FY19 Q3**  
Dennis Segura  
Engineering

# Tyler Munis Enterprise Resource Planning



- The County's go-live date was July 1<sup>st</sup>, 2018. The implementation of this new system has impacted processes throughout DPU, including those related to
- Financial systems and reporting
  - Contract management
  - Customer accounts
  - Utility billing and integration with the customer app
  - Consumption reporting
  - Payroll and labor capture

Employees have worked hard to adapt to and refine processes using the new system. They continue to strive to find solutions to issues impacting DPU's efficiency and customer satisfaction.

The County has planned a Munis upgrade for October 2019. Testing will begin at that time with go-live scheduled for January 1st, 2020.

# Advanced Metering Infrastructure



In August 2018, the BPU approved an agreement with Ferguson Incorporated for system-wide deployment of AMI. Council approved execution of the agreement in March 2019.

## Opt-Out

In February 2019, the Board adopted Rule GR-16, which allows customers to opt-out without any additional fees. For customers who opt-out, smart meter wireless transmission capabilities will be deactivated. **Customers can opt-out via an online form or by contacting Customer Care.**

Smart meter installations were originally scheduled to begin around September of 2019. However, coordinating meter installations with the upcoming Munis upgrade in October may require a revision to the original schedule. Once installations begin, it could take up to 18 months to have the entire county upgraded to the new AMI.

# Otowi #2 Water Supply Well

The drilling of Otowi Well #2 began on January 16, 2018. The operation was originally scheduled to take 60 days to complete the drilling and install the screen and casing; however, the driller encountered fissured basalt layers, which delayed progress and increased the contract amount from approximately \$2.6 million to \$4.2 million.

Drilling and testing was completed in May. Remaining work includes a variety of punch list items and completion of the final engineering report. **The unofficial test results estimate the yield from the well to be above 1,000 gallons per minute. This will be one of the top producing wells in the water production system.**

Once the final engineering report is received, an RFP will be issued for engineering services to design the well house and equip the well. It is anticipated that the well will be online by the summer of 2020.

~~DRAFT - These minutes have not yet been approved by the Board of Public Utilities~~

# Renewal of the DOE Water Contract

With the lease of the water production system in 1998, the County entered into a contract with the Department of Energy (DOE) to provide water to Los Alamos National Laboratory. The contract includes provisions for access to County water facilities on DOE property, deals with security issues and provides for various environmental and other issues specific to working with LANL.

**The period of the current contract is from October 1<sup>st</sup>, 2009 to September 30, 2019.**

**UPDATE THIS SECTION IN AUGUST PRIOR TO THE COUNCIL PRESENTATION IN SEPTEMBER**

# Management Audit & QNM Zia Application

Every 5 years, the Board is required by Charter to employ a qualified consultant to review, comment, and make recommendations as to the operation and condition of the County Utilities.

Additionally, the Department has a Board approved strategic objective to develop a culture of continuous improvement. As one way to achieve this, the management team defined a shorter-term initiative to **attain Malcolm Baldrige level recognition for performance excellence by 2025.**



The first step in attaining Baldrige recognition is to receive the highest level of state recognition, which is the Quality New Mexico Zia Award. Since 2008, the Department has received two Roadrunner awards, just one step below the Zia. A consultant was hired to assist with preparing a Zia application, and it was submitted to QNM in July.

The next step is for Quality New Mexico to conduct a site visit to verify the quality of operations as submitted in the application and provide a feedback report that will highlight strengths and opportunities for improvement in seven different comprehensive areas of performance.

**This site visit and subsequent feedback report will serve to fulfill the management audit requirement.**

# Stabilizing Utilities Through Financial Policies

The Board adopted formal policies for financial targets in August of 2016. The purpose was to ensure adequate cash is available for effective and efficient operations of all County-owned utilities. For budgeting, rate-setting and operational planning purposes, the Department adheres to the policy in regards to cash reserves.

**At this time, the Department has sufficient reserves to meet minimum requirements overall.**

In June 2019, staff presented a financial plan update to assess progress toward financial goals and assist the Board in determining if revisions of the guidelines or targets was prudent at that time. Staff will return to the Board at a later date to discuss options for the excess gas cash balance, strategies for funding future water system projects through reserve funds or bonds, and to discuss possible changes to clarify some of the language in the Financial policies.

~~DRAFT~~ These minutes have not yet been approved by the Board of Public Utilities

# Quarterly Utility System Updates

In 2017, the Board requested and began receiving updates on a separate utility system each quarter. These reports typically focus on the condition of the utility, capital improvement progress and planning, performance measures, operations and maintenance needs, financial health, budget concerns and any other major issues the Board needs to be aware of.

**These assessments, along with the financial policies, provide a strong framework for informed decision-making throughout the year.**

**The recent presentations from October 2018 to August 2019 can be viewed online.**

- 10/18/2018 – Gas
- 1/16/2019 – Water
- 4/17/2019 – Wastewater
- 7/17/2019 – Electric Production
- 8/22/2019 – Electric Distribution

**The next quarterly update will be held in October on the Gas Utility.**

## Rate Adjustments

From February to April 2019, the Board and Council considered and approved a rate adjustment for the potable and non-potable water rates.

The adjustment was in accordance with the long-range financial sustainability plan for the water utility and had been under discussion for the previous two years. The ten-year forecast for the water utility presented with the FY2019/20 budget included a series of incremental rate increases to generate revenues needed for current operations and to build cash reserves necessary for future infrastructure needs. A 6.25% increase in both retail and wholesale sales was proposed, plus an increase from \$2.50 to \$2.66 per 1000 gallons for non-potable water sales.

This and future proposed rate actions should establish a cash flow that covers operations and maintenance, with a modest amount of annual capital replacement spending. In the water utility overall, this plan will also provide for movement toward the Department's long-term cash reserve goals.

# Initiatives for Future Energy Resources

## Board Adopted Strategic Objective

Be a carbon neutral electric energy provider by 2040.

The Future Energy Resources (FER) Committee (an ad hoc citizen committee) prepared a July 2015 report to recommend future energy generation resources for Los Alamos County. The Board adopted most of the recommendations.

Detailed updates on progress towards these recommendations and a timeline is available every quarter in the Department's Quarterly Performance Reports. These are sent to Council and are also available on the Department's online Reports & Documents Library.

## FY19/20 EFFORTS INCLUDE:

- Model the Electric Distribution Grid
- Unbundling Electric Rates
- Carbon Free Power Project
  - Subscription @ 124 MW of 600 MW plant capacity
  - JUMP Resolution
- Utility Scale Solar Project Research
- Community Solar Garden Options
- EV Charging Station
- Advanced Metering Infrastructure
- Post 2025 Electric Coordination Agreement
- Hydro Pumped Storage Research

# Major Focus Areas for FY20

- Engineering Design of the White Rock Waste Water Treatment Facility
- NIM 502 Reconstruction Project
- Continue DOE Water Contract Renewal Negotiations
- Electric Coordination Agreement Negotiations for Post 2025
- Carbon Free Power Project Decision Point
- 2<sup>nd</sup> MW of Photovoltaic at the Landfill
- Continued Research Into Utility Scale Solar Projects and Community Solar Gardens
- Implementation of Advanced Metering Infrastructure & Public Education
- Upgrade of Tyler Munis & Subsequent Challenges
- Customer Account Mobile App
- Quality New Mexico Site Visit & Feedback Report
- Biennial Customer Service Survey
- Rate Adjustments – Sewer, Water, Unbundling of Electric Rates
- International Brotherhood of Electrical Workers (IBEW) Collective Bargaining Agreement Expiration May 2020

# FY2020 BUDGETED CIP

In addition to CIP projects deferred in or carried over from FY19

<b>ELECTRIC PRODUCTION</b>	<b>265,000</b>
Update Energy & Water Conservation Plan	25,000
Electric SCADA Upgrades (Modems, Switches & RTUS)	100,000
Abiquiu Jib Crane	140,000
<b>ELECTRIC DISTRIBUTION</b>	<b>1,400,000</b>
Los Alamos URD Replacement (cables, jboxes, pedestals)	100,000
White Rock URD Replacement (cables, jboxes, pedestals)	100,000
Overhead System Replacement (poles, xarms, transformers)	200,000
Townsite Circuit 15, 3 PHASE	
White Rock Circuit 1, 3PHASE	850,000
Los Alamos Substation LASS	150,000
Electric Vehicle Charging Stations	
<b>GAS DISTRIBUTION</b>	<b>25,000</b>
Update Energy & Water Conservation Plan	25,000
<b>WATER DISTRIBUTION</b>	<b>0</b>
<b>WATER PRODUCTION</b>	<b>1,655,000</b>
Update Energy & Water Conservation Plan	25,000
NM 4 & Tsankawi Chlorination Building and Pipe Replacement	750,000
Replace Overlook Park Booster Station (NP-WTB)	880,000
<b>WASTEWATER TREATMENT AND SEWER COLLECTION TOTAL</b>	<b>0</b>
<b>SEWER COLLECTION</b>	<b>0</b>
<b>WASTEWATER TREATMENT</b>	<b>0</b>

**Board of Public Utilities**

[bpu@lacnm.us](mailto:bpu@lacnm.us)

**Philo Shelton, Utilities Manager**

[philo.Shelton@lacnm.us](mailto:philo.Shelton@lacnm.us)

662-8148

# Supplemental Materials

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Critical Infrastructure Protection	20

# FY19 CIP Projects

Project Description	Budgeted	QTR1			QTR2			QTR3			QTR4		
		07/18	08/18	09/18	10/18	11/18	12/18	01/19	02/19	03/19	04/19	05/19	06/19
Planning & Design													
Actual Construction													
<b>Electric Production</b>	<b>\$305,000</b>												
Electric SCADA Server Consolidation	120,000												
Electric SCADA Replace Back - up	50,000												
Back - up Power Operation Center - Install an HVAC System	60,000		comp										
Abiquiu & El Vado Transformer Oil and Bushings	75,000												
<b>Electric Distribution</b>	<b>\$1,000,000</b>												
Los Alamos - Replace URD (cables, jboxes, pedestals)	300,000												
White Rock - Replace URD (cables, jboxes, pedestals)	300,000												
Replace Overhead System (poles, cross arms, transformers)	400,000												
NM 502 - (Carryover \$522,785)	0												
<b>Natural Gas Distribution</b>	<b>\$0</b>												
NM 502 - (Carryover \$417,012)	0												

FY19 CIP Projects Cont.		QTR1		QTR2			QTR3			QTR4			
		07/18	08/18	09/18	10/18	11/18	12/18	01/19	02/19	03/19	04/19	05/19	06/19
Planning & Design													
Actual Construction	<b>Budgeted</b>												
Water Distribution	\$0												
NM 502 - (Carryover \$914,826)	0												
Water Production	\$3,935,000												
LA Reservoir Rd Mitigation (\$1,222,500 FEMA/\$407,500 LAC Match)	1,630,000												
Otowi Well 2 Construction - Well House & Equipment	1,930,000												
Pajarito Well 5 MCC Replacement - Construction	275,000												
Auto Valves 10 and 11 Remove and Replace	100,000												
NM 502 - (Carryover \$450,291)	0												
Sewer Collection	\$0												
NM 502 - (Carryover \$101,830)	0												
Wastewater Treatment	\$1,520,000												
White Rock Replacement Wastewater Treatment Plant - Design	1,520,000												

# Critical Infrastructure Protection

In July of 2016, new cyber security regulations, North American Electric Reliability Corporation Critical Infrastructure Protection Version 5 (CIP-5), were implemented that apply to the operators of electric transmission lines. The Los Alamos Power Pool comprised of DOE/LANL and Los Alamos County share responsibilities in operating "pool assets".

The Department contracted with Intellibind Technologies to provide CIP-5 comprehensive patch management services with the intention to transfer the electric Supervisory Controls and Data Acquisition (SCADA) system to LANL by January 2019. However, the scheduled has moved out by two years, and LANL will not be ready to take over the system until 2021.

In May 2019, the Board and Council approved an extension of both the term and compensation for Intellibind to account for the delay and to provide additional compliance and audit related services that were previously performed by a SCADA Technician who resigned.

**This action ensures that the Department maintains a subject matter expert to advise on and assist with very important compliance and regulatory issues related to protecting our utility control systems.**



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 18, 2019

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**Agenda No.:** 6.B  
**Index (Council Goals):** \* 2019 Council Goal - N/A  
**Presenters:** Jack Richardson, Deputy Utilities Manager - GWS Services  
**Legislative File:** AGR0644-19

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### Title

Approval of Services Agreement No. AGR20-912 with SmartPhone Meter Reading, L.L.C. in the amount of \$52,439.20, plus Applicable Gross Receipts Tax, for the Purpose of Smart Phone Meter Reading System (SPMRS) Agreement

### Recommended Action

**I move that the Board of Public Utilities approve Services Agreement No. AGR20-912 with SmartPhone Meter Reading, L.L.C. in the amount of \$52,439.20 and a contingency in the amount of \$10,488.00 for a total of \$62,927.20 plus applicable gross receipts tax, for the purpose of purchasing and installing a smart phone meter reading system.**

### Staff Recommendation

Staff recommends that the Board approve as presented.

### Body

The existing meter reading system has been in use since the County purchased the system 20 years ago. The field devices used by our meter reading team are no longer officially supported by SmartPhone Meter Reading (formerly Datamatic) due to their age and obsolescence. SmartPhone Meter Reading has to date been able to repair our field devices using older devices returned to them after other system users have switched to newer equipment over the years. SmartPhone Meter Reading has told us that they now have no more field devices on the shelf for which to scavenge for spare parts to repair our devices. This contract will replace our old field devices with new smart phone application software capable of replacing the old devices. This contract will also provide for SmartPhone Meter Reading to assist us with the transition from the old system to the new system with any programming to enable our established meter reading routes and data download systems to continue functioning properly. The data will be housed in cloud storage maintained by SmartPhone Meter Reading and available to DPU users through the internet. The smart phone equipment and service provider will be established through the County IM department similar to other County/DPU smart phone users.

SmartPhone Meter Reading has been operating with DPU based on an old contract in effect for many years that has been informally rolled over from one year into the following year. This contract will establish a new formal 7-year contract with SmartPhone Meter Reading compatible with the new MUNIS system. The planned budget covers four phones for the first year and then the next six years the subscription is reduced to two phones per year in anticipation of AMI coming on-line.

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This transition was originally planned a couple of years ago but was placed on hold when the AMI project started to become a reality and the initial thinking was that there would be no opt-out provision. Now that AMI is scheduled to be implemented and now that the opt-out policy has been revised to allow opt-outs and because of the continued ageing of the existing system's equipment we feel the time is appropriate for the transition to the new modern meter reading system. Some new benefits of the new system are expected to be: 1) Meter reads will become immediately available anyone in DPU with the appropriate passwords - especially meter reading & billing staff, and 2) A photo of the meter read can be stored in the cloud along with the meter read data - this should eliminate the need for a separate field trip for meter re-reads.

**Alternatives**

Continue to use the existing equipment and software system until any one of the individual components fail, at which time replacement then becomes necessary.

**Fiscal and Staff Impact**

Some installation and transition costs will occur. Annual costs for the new system are compatible with the annual costs for the existing system. Funds are available in the FY 2020 budget to cover these proposed expenses.

**Attachments**

A - AGR20-912

**SMARTPHONE METER READING (SPMR) SUBSCRIPTION AGREEMENT**

This SPMR Subscription Agreement ("Agreement") is made by and between SmartPhone Meter Reading, L.L.C., a Texas limited liability corporation, located at 840 F Avenue, Suite 100, Plano, Texas 75074 (hereinafter "SPMR"), and Incorporated County of Los Alamos doing business at 1000 Central Ave, #130, Los Alamos, NM 87544 ("Subscriber").

**RECITALS**

- A. WHEREAS SPMR licenses, in object form only, proprietary computer software ("Software") as an application for smart phones, or similar devices, to record utility meter data and to communicate such data to its remote server ("Application");
- B. WHEREAS SPMR hosts the utility meter data on its remote server for retrieval by Subscriber ("Hosting") and collectively, the Application, Hosting and any other services such as training or set-up shall constitute "Services"; and
- C. WHEREAS Subscriber desires to use the Services;

IN CONSIDERATION of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1 - GENERAL TERMS**

- 1. ENTIRE AGREEMENT. It is agreed that this Agreement and any EXHIBIT(S) attached hereto and made a part hereby embody the entire agreement of the parties in relation to the subject matter hereunder, and that there is no other oral or written agreement or understanding between the parties at the time of execution pertaining to the subject matter of this Agreement. This Agreement shall not be modified except by the written agreement of all parties hereto.
- 2. GOVERNING LAW AND CHOICE OF VENUE. This agreement shall be construed, interpreted and enforced under the laws and statutes of the State of Texas without regard for any of said state's conflicts of law provisions. Any legal actions relating to this Agreement shall be brought in either a state court in Collin County, Texas or in a Federal court in the Northern District of Texas, Dallas Division.
- 3. TAXES. Subscriber shall pay all taxes arising out of this Agreement, except for taxes levied upon the net income of SPMR. Subscriber agrees to provide an exemption certificate with this contract if Subscriber is an exempt organization for state sales and use tax purposes. SPMR agrees to report New Mexico Gross Receipts Taxes, collect and remit such taxes to the State. Subscriber agrees to pay SPMR the Gross Receipts Taxes with each invoice.

**ARTICLE 2 – PAYMENTS**

- 1. APPLICATION AND OTHER SERVICES. Subscriber shall pay SPMR for the fees described in EXHIBIT 1 for the Services. Payment shall be made as follows:
  - A. Subscriber will have access to Services when Services are activated ("Activation Date"). The initial payment of service fees shall be made within ten (10) business days of the Activation Date and if the Activation Date is not on the first day of the month, a prorated fee shall be included in the initial payment of service fees for Services provided from the Activation Date through the last day of that month. Subsequent payments shall be made according to the following payment interval options:
    - i. If the monthly pre-payment option is used, subsequent monthly payments shall be made on the first day of each calendar month thereafter until the Agreement is terminated.
    - ii. If the annual pre-payment option is used, the subsequent annual payments shall be for an entire annual period and shall be made on the first day of the month following the month in which the Activation Date falls and on each subsequent anniversary of the start of each annual year period invoiced until the Agreement is terminated.
  - B. Subscriber shall pay SPMR for any support or training at SPMR's quoted price thirty (30) days after the invoice date.
  - C. SPMR ongoing fees are subject to change on the first and subsequent anniversaries of the Activation Date, but in no event shall the increases exceed ten (10) percent.
- 2. Subscriber's rights to use the Application or Hosting are expressly conditioned on the timely prepayment of the fees described in EXHIBIT 1 and Subscriber's rights to use the Application and Hosting will terminate effective the date any prepayment was due if not paid.

**ARTICLE 3 – SOFTWARE**

- 1. SPMR SOFTWARE LICENSE GRANT. SPMR hereby grants to Subscriber a nontransferable and nonexclusive license for the use and possession of the SPMR Software in object code form only. Said license is granted under the terms and conditions set forth herein.
- 2. Subscriber agrees that SPMR retains ownership rights to the Software, and that Subscriber acquires no title to the Software, nor any other interest in the Software, other than the right to use and possess the Software in accordance with the terms and conditions of this Agreement. All rights not explicitly granted to Subscriber are retained by SPMR.
- 3. Subscriber may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the

Application or any part thereof.

4. Subscriber agrees that it shall not attempt to or actually sell, give, lend, lease, convey, transfer, license, sublease, provide, or in any other manner transfer any of its rights in the Software, whether or not modified.

**ARTICLE 4 – SERVICES**

- 1. SPMR shall provide Subscriber with the Services described on the attached EXHIBIT(S).
- 2. Services include those specifically described on the attached EXHIBIT(S) and Subscriber agrees that any services not described such as supplemental training or consulting and any related travel and living expenses are not included and Subscriber agrees to pay such charges and expenses within thirty (30) days of SPMR’s invoice.

**ARTICLE 5 - WARRANTIES**

- 1. SPMR warrants that the System shall operate substantially in accordance with the on-line User Manual. The exclusive remedy for any valid warranty claim shall be the provision of conforming software.
- 2. **DISCLAIMER OF WARRANTY AND LIMITATIONS OF REMEDIES. TO THE EXTENT ALLOWED BY LAW, SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS:**
  - A. THE EXPRESS WARRANTIES AS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY SPMR.
  - B. SPMR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SOFTWARE, SERVICES OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT.
  - C. SPMR DOES NOT WARRANT THE OPERATION OF SOFTWARE OR SERVICES INCLUDED IN THE SYSTEM TO BE ERROR FREE.
  - D. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR SPMR’S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT OR ANY PERFORMANCE BY SPMR UNDER OR PURSUANT TO THIS AGREEMENT, WILL BE LIMITED TO THE REMEDIES SET FORTH IN THIS ARTICLE AND IN NO EVENT SHALL EXCEED THE AGGREGATE CONSIDERATION PAID BY SUBSCRIBER FOR THE SERVICES.
  - E. IN NO EVENT SHALL SPMR’S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SPMR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

**ARTICLE 6 – TERM AND TERMINATION**

- 1. The initial term of this Agreement (“Subscription Year”) shall be from the Activation Date through the one-year anniversary of that date, except that if the Activation Date is not on the first day of a calendar month, then the first anniversary and all subsequent anniversaries of the Activation Date shall be the first day of the following month. This Agreement shall automatically renew each Subscription year, for no more than six (6) renewal years, unless the Subscriber provides SPMR with written notice of termination at least sixty (60) days prior to the beginning of the upcoming Subscription Year.
- 2. If Subscriber defaults on any obligation in accordance with the terms and conditions of this Agreement and SPMR notifies Subscriber in writing of the details of said failure of performance, then SPMR may, at its option, terminate this Agreement without notice to Subscriber.
- 3. In the event either party terminates this Agreement or the license of Software, or should Subscriber fail to timely make any payment for the services, all licenses granted under this Agreement shall be terminated, and Subscriber shall, immediately, on the termination date, erase the Software in whatever form retained, and return or destroy any copies of Software documentation. Subscriber shall certify in writing to SPMR that Subscriber has so returned and/or destroyed the Software and SPMR Documentation.

**SMARTPHONE METER READING, L.L.C.**

**INCORPORATED COUNTY OF LOS ALAMOS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit 1 – SPMR™ Services Schedule

Description	Effective Rate per Month	Qty	Cost Extended Annual Pre-Pay
SPMR SmartPhone: License and Support	\$ 107.10	4	\$ 5,140.80
SPMR SmartPhone: Data Hosting	\$ 26.10	4	\$ 1,252.80
SPMR WEB: License and Support, 1st Seat	\$ 224.10	1	\$ 2,689.20
SPMR SmartPhone: Warm Backup	\$ 71.10	1	\$ 853.20
		Totals	\$ 9,936.00
			*Plus Gross Receipts Tax
Other User Fees and One-Time Service Fees	Cost		
Setup - Web Server, Web Seat(s), Phone(s), Users	\$ 719.00		
Training - SPMR WEB, SPMR SmartPhone	\$ 1,349.00		
			*Plus Gross Receipts Tax

Subscriber hereby chooses the  Monthly or  Annual Pre-Pay Option Listed Above.



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 18, 2019

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**Agenda No.:** 6.C

**Index (Council Goals):** \* 2019 Council Goal - Investing in Infrastructure; \* 2019 Council Goal - Planning for Appropriate Levels of County Services

**Presenters:** James Alarid, Deputy Utilities Manager - Engineering

**Legislative File:** RE0423-19

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### Title

Incorporated County of Los Alamos Resolution No. 19-24: A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2020 Applications to the Water Trust Board for Funding Non-Potable Water System Projects

### Recommended Action

**I move that the Board of Public Utilities approve Resolution 19-24; A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2020 Applications to the Water Trust Board for Funding Non-Potable Water System Projects, and forward to Council for approval.**

### Staff Recommendation

Staff recommends that the Board approve as presented.

### Body

Applications for the 2020 Water Trust Board (WTB) funding cycle are due on October 3, 2019. The DPU proposes to apply for funding to construct a new one-million gallon effluent water storage tank. A requirement by the WTB is to submit a resolution by the governing body with the application. Resolution 19-24 is provided as Attachment A, which if approved, authorizes the DPU to apply for funding in the 2020 cycle.

The tank will be located next to the existing Bayo booster station which is in Pueblo Canyon adjacent to the composting facility. The Los Alamos effluent conveyance system which pumps effluent water from the Los Alamos wastewater plant to irrigate the golf course and North Mesa ballparks is limited by the amount of existing storage. This additional million gallons of storage will alleviate supply limitations to the Golf Course and ball parks and allow for expansion of effluent use in Los Alamos. DPU is seeking approval to apply for \$900,000 to the WTB for construction of the new tank. The County would be required to match and additional \$135,000 (15% of construction cost). The project qualifies for WTB funding since it is a treated effluent water infrastructure project and supports conservation of potable groundwater. The new tank will be designed by DPU engineering staff and will be "shovel ready" if Los Alamos County is granted the funds.

Funding from the WTB is in the form of a grant and loan award. Awards can vary from a 60% grant/40% loan to a 90% grant/10% loan, the WTB determines the split and we will not know until awarded. Loans are typically for a 20 year term at 0% interest.

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**Alternatives**

If the resolution is not approved an application for 2020 Water Trust Board Funding will not be submitted.

**Fiscal and Staff Impact**

None

**Attachments**

A - Resolution 19-24

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 19-24**

**A RESOLUTION AUTHORIZING THE COUNTY COUNCIL CHAIR OR LOS ALAMOS COUNTY UTILITIES MANAGER TO APPROVE SUBMISSION OF COMPLETED APPLICATIONS AND NECESSARY DOCUMENTS FOR 2020 APPLICATIONS TO THE WATER TRUST BOARD FOR FUNDING NON-POTABLE WATER SYSTEM PROJECTS**

**WHEREAS**, the 2001 Legislature enacted the Water Project Finance Act which created the Water Project Fund ("Fund") in the State's New Mexico Finance Authority ("NMFA") and charged the NMFA with the administration of the Fund and the Water Trust Board ("WTB"); and

**WHEREAS**, the Incorporated County of Los Alamos ("County") is a qualified entity under the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31 (1992) ("Act"), and County is authorized to borrow funds and/or issue bonds for financing of public projects for the benefit of County; and

**WHEREAS**, the NMFA has instituted a program for financing of projects from the Fund created under the WTB Act (Sections 19.25.10.1 through 19.25.10.20, NMAC 2008) and has developed an application procedure whereby the County Council ("Governing Body") may submit an application ("Application") for financial assistance from the NMFA for public projects; and

**WHEREAS**, County intends to undertake replacements for its Non-Potable Water System projects ("Projects") for the benefit of County and its citizens; and

**WHEREAS**, County acknowledges a commitment to provide the necessary match funding and funding for future operations and maintenance for these Projects for the benefit of County and its citizens; and

**WHEREAS**, the WTB requests, as part of the application process, adoption and submittal of a resolution of commitment to the implementation of an asset management plan; and

**WHEREAS**, County and WTB's investments shall be protected and maintained for optimum longevity through County's asset management plan; and

**WHEREAS**, the Applications for WTB funding, as prescribed by NMFA, together with this Resolution, shall be completed and submitted by the Governing Body to NMFA for its consideration and review; and

**WHEREAS**, the Applications for WTB funding, as prescribed by NMFA, together with this Resolution was recommended to be forwarded to the County Council by the County's Board of Public Utilities ("Board") on September 18, 2019; and

**WHEREAS**, a meeting of the County Council was held on this date to consider the authorization and submission of the Applications for 2020 WTB Funding Requests for County's Non-Potable Water System projects, implementation of and administration of an asset management plan, and authorization for match and operation and maintenance funding.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE Incorporated County of Los Alamos:**

**Section 1.** That the Chair of the Incorporated County of Los Alamos Council, the County's Utility Manager ("Utilities Manager") and necessary employees are hereby directed, authorized and requested to submit the necessary documents and applications to NMFA for its review of the project ("Project") which is Construction of a One Million Gallon Effluent Storage Tank at the Bayo Booster Station, and are further authorized to take such other action as may be requested by the NMFA in its consideration and review of the Application(s) and to further proceed with arrangements for financing the Project.

**Section 2.** The Council further provides authorization for the Utilities Manager to allocate required matching grant funding for the Project and for any future operation and maintenance costs of the Project if the Projects and applications are accepted.

**Section 3.** All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of September, 2019.

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

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**Sara C. Scott  
Council Chair**

**ATTEST:**

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



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 18, 2019

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**Agenda No.:** 7.A  
**Index (Council Goals):** \* 2019 Council Goal - Planning for Appropriate Levels of County Services  
**Presenters:** Philo Shelton, Utilities Manager  
**Legislative File:** 12147-19

---

### **Title**

Approval of AGR20-917 Water Sales Agreement for Water Services to Los Alamos National Laboratory - 89233119CNA000103

### **Recommended Action**

**I move the Board of Public Utilities approve AGR20-917 Water Sales Agreement for Water Services to Los Alamos National Laboratory - 89233119CNA000103, and forward to Council for approval.**

### **Staff Recommendation**

The Utilities Manager supports this one-year bridge agreement.

### **Body**

The current Water Sales Agreement for Water Services to Los Alamos National Laboratory was a 10-year agreement that expires on September 30, 2019. DPU is also working with NNSA on a water rights agreement and by doing this one-year bridge agreement for Water Sales to Los Alamos National Laboratory, the goal is to bring both agreements in alignment to have the same contract renewal periods so one does not expire before the other. The estimated amount of water sales over this one-year bridge term is \$1,166,460.00.

### **Alternatives**

Let the current Water Sales Agreement expire.

### **Fiscal and Staff Impact**

The bridge agreement allows for planned water rate increases over the term of this bridge agreement.

### **Attachments**

A - AGR20-917 Bridge Agreement No. 89233119CNA000103 - Water Sales Agreement

2. CONTRACT (Proc. Inst. Ident.) NO. 89233119CNA000103	3. EFFECTIVE DATE 10/01/2019	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY NNSA Non MO Cntrctng Ops Div NNSA Non M&O Contracting Operations NA-APM-12 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE	892331	6. ADMINISTERED BY (If other than Item 5) NNSA Service Center U.S. Department of Energy NNSA Service Center P.O. Box 5400 Albuquerque NM 87185-5400	CODE	05001
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  Incorporated County Of Los Alamos Attn: David Griego 1000 Central Ave Ste 300 LOS ALAMOS NM 87544	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT  NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

11. SHIP TO/MARK FOR NNSA Los Alamos Field Office NA-LA Los Alamos Site Office 3747 West Jemez Road Los Alamos NM 87544	CODE	069423424	FACILITY CODE	05003	12. PAYMENT WILL BE MADE BY OR for NNSA U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5807 Oak Ridge TN 37831	CODE	00503
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ( 0 )	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT      \$1,166,460.00

**16. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print)	Yolanda Robinson-Freeman		
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of the Contracting Officer)	09/23/2019

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
89233119CNA000103

PAGE OF  
2 20

NAME OF OFFEROR OR CONTRACTOR  
Incorporated County Of Los Alamos

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Delivery: 09/30/2020 FOB: Destination Period of Performance: 10/01/2019 to 09/30/2020  LANL water Line item value is: \$1,166,460.00 Incrementally Funded Amount: \$0.00				1,166,460.00

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Los Alamos National Lab Water Services**

<b>0001</b>		1 Lot	EST \$1,166,460.00 EST \$1,166,460.00
	<i>Noun:</i>	WATER SERVICES TO LOS ALAMOS NATIONAL LABORATORY	
	<i>ACRN:</i>	U	
	<i>Contract type:</i>	Y - TIME AND MATERIALS	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		

The contractor shall furnish all personnel, facilities, services, materials, supplies,(except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "STATEMENT OF WORK FOR WATER SERVICES FOR LOS ALAMOS NATIONAL LABORATORY" at Attachment 1.

PERIOD OF PERFORMANCE - October 1, 2019 thru September 30, 2020

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**B001 PRICES (TIME-AND-MATERIAL ESTIMATED COST AND CEILING PRICE) (FEB 2005)  
(TAILORED)**

(a) The contractor shall furnish the necessary personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the objectives and requirements of Attachment 1.

(b) The ceiling price of the contract is \$1,166,460.00 and includes the estimated labor costs identified in subparagraph (c) below and the estimated other direct costs (ODC) identified in subparagraph (d) below.

(c) The estimated costs for Item n/a - Labor, is n/a. This amount is included in the ceiling amount specified in paragraph (b) above. The labor rates are stated below:

n/a

Unit price used in computing estimated contract costs include applicable indirect costs; profit/fee, and federal, state, and local taxes.

(d) The estimated cost for Item 0001 is \$1,166,460.00. This amount is included in the ceiling amount specified in paragraph (b) above.

(e) In the event that the work cannot be completed within the negotiated ceiling price, the Contractor agrees to enter into negotiation for the additional amount required to complete the effort.

**B003 ITEMS BEING ACQUIRED (FEB 2005) (TAILORED)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Contract Line Item 0001 - Water Services to Los Alamos National Laboratory

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**C002 STATEMENT OF WORK (SOW)/ PERFORMANCE WORK STATEMENT (PWS) (FEB 2005)  
(TAILORED)**

The SOW/PWS is included as Attachment 1 to this Bridge contract.

**C003 ATTACHMENTS (AUG 2009)**

DOCUMENT	PAGES	DATE	TITLE
ATTACHMENT 1	5	25 AUG 2019	UPDATED STATEMENT OF WORK
ATTACHMENT 2	3	04 MAR2009	LOS ALAMOS COUNTY/LOS ALAMOS NATIONAL LABORATORY WATER SYSTEM CURTAILMENT PLAN
ATTACHMENT 3	3	02 APR 2019	LOS ALAMOS COUNTY ORDINANCE NO.02-294 (BULK WATER RATES ORDINANCE)
ATTACHMENT 4	2	20 APR 1999	LOS ALAMOS COUNTY ORDINANCE NO.02-270 (DISTRIBUTION WATER RATES ORDINANCE)
ATTACHMENT 5	2	22 JAN 1990	LOS ALAMOS COUNTY ORDINANCE NO.85-109. (LATE PAYMENT FEE ORDINANCE)
ATTACHMENT 6	0		COMPLETED AND NO LONGER REQUIRED
ATTACHMENT 7	21	24 JUN 2009	SECURITY REQUIREMENTS
ATTACHMENT 8	2	08 July 2014	LOS ALAMOS COUNTY ORDINANCE NO. 02-242
ATTACHMENT 9	1	08 July 2014	LATE PAYMENT FEES UTILITIES

**NO CLAUSES OR PROVISIONS IN THIS SECTION**

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**E001 INSPECTION AND ACCEPTANCE (FEB 2005)**

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

<u>ITEM</u>	<u>SUPPLIES SCHEDULE DATA</u>	<u>QTY</u>	<u>DATE</u>
0001			30 Sep 2020
	<i>Noun:</i>	WATER SERVICES TO LOS ALAMOS NATIONAL LABORATORY	
	<i>ACRN:</i>	U	

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**F001 PERIOD OF PERFORMANCE (FEB 2005) (TAILORED)**

The period of performance for the effort required under this Bridge contract is from October 1, 2019 through September 30, 2020.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**G001 CORRESPONDENCE PROCEDURES (FEB 2005) (TAILORED)**

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Government Program Manager, Contracting Officer's Representative (COR) or other duly authorized Government representative, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

Government Program Manager, COR or other duly authorized Government representative: Cassandra Begay, 505-665-4246, [Cassandra.Begay@nnsa.doe.gov](mailto:Cassandra.Begay@nnsa.doe.gov) Los Alamos Field Office.

(b) Other Correspondence.

Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contract Specialist as the focal point of contact. The Contract Specialist's name, address, phone number, fax number, and email address is as follows:

Contract Specialist: Matthew Barela, [matthew.barela@nnsa.doe.gov](mailto:matthew.barela@nnsa.doe.gov), (505) 845-5535, NNSA Complex, P.O. Box 5400, Albuquerque, NM 87185-5400

(c) Patent Counsel

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contract Specialist with information copies to the COR and the NNSA Patent Counsel as follows:

William Mayers, [william.mayers@nnsa.doe.gov](mailto:william.mayers@nnsa.doe.gov), (505) 845-4134, NNSA Complex, P.O. Box 5400, Albuquerque, NM 87185-5400

(d) The Contracting Officer for this contract is:

Yolanda Robinson-Freeman, [yolanda.r.freeman@nnsa.doe.gov](mailto:yolanda.r.freeman@nnsa.doe.gov) (505) 845-4693, APM 123, NNSA Complex P.O. Box 5400, Albuquerque, NM 87185-5400

**G002 INVOICE AND PAYMENT PROCEDURES (AUG 2009)**

The Contractor shall submit an original invoice to the address shown in Block 12 on the SF 26 and a copy to the COR.

COR: Cassandra Begay, (505) 665-4246,  
[Cassandra.Begay@nnsa.doe.gov](mailto:Cassandra.Begay@nnsa.doe.gov)

Each invoice must include:

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number;
- (4) Inclusive dates of billing period and description, quantity (consumption during billing period), unit of measure (meter constants), unit price, and extended price of the items delivered;
- (5) Meter readings at the beginning and end of the billing period; discount offered;
- (6) Applicable rate schedule (s) and terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, phone number and email address of person to be notified in event of defective invoice.

The Government, through the Los Alamos National Laboratory M&O Contractor, will make invoice payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (JAN 2007)**

The Representations, Certifications, and Other Statements of Offeror were verified on the Online Representations and Certifications Application (ORCA) website on September 14, 2009, 2 PM Mountain Time, and are hereby incorporated by reference.

**H100 SAN JUAN/CHAMA WATER DIVERSION PROJECT (MAR 2009)**

(1) Recognizing the need to utilize the County's San Juan/Chama Diversion Project water allocation to meet future water demands within the duration of this contract, the Government intends to provide support to the County related to the development of a project to draw, treat and supply this water from the Rio Grande for use in the LAWPS. This support may be specified in a future modification to this Contract or may constitute a separate contractual instrument between the parties. The County is currently planning to utilize San Juan/Chama water in the LAWPS and to include the cost for this water in their Bulk Delivery Rate.

(2) Prior to the execution of a Contract modification or other contractual instrument as described above, the Government may offer assistance to the County including, but not necessarily limited to, development of cost and technical analysis data related to the use of treated Rio Grande water at LANL facilities and the impact of using river water on LANL cooling tower or other operations.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.232-36	PAYMENT BY THIRD PARTY (MAY 1999)
52.233-1	DISPUTES (JUL 2002)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.242-13	BANKRUPTCY (JUL 1995)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.202-1 DEFINITIONS (DEVIATION) (JUL 2004) (TAILORED)**

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;

- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and Procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(c) "Agency head" or "head of agency" means the Secretary, Deputy Secretary, or the Under Secretary and Administrator for National Nuclear Security Administration of the Department of Energy. "Senior Procurement Executive" means, the individuals who are responsible for management direction of the acquisition system of NNSA, including implementation of the unique acquisition policies, regulations, and standards of NNSA. For NNSA, it is the Administrator for Nuclear Security and the Director, Acquisition and Supply Management.

(d) "Billing Period" shall mean a period of approximately 30 days.

(e) "Fiscal Year" shall refer to the County's Fiscal Year, and shall mean a period of one year commencing July 1st and ending June 30th.

(f) "k Gallon" shall mean one thousand (1,000) gallons of water

(g) "LAWPS" shall mean the Los Alamos Water Production System, including but not limited to wells, booster pumps, reservoirs, pipelines, disinfection equipment, buildings, associated equipment and real and personal property utilized by the County to produce, store and deliver water distribution systems.

(h) "County" shall mean the County of Los Alamos.

(i) "LANL" shall mean Los Alamos National Laboratory.

U) "Government" shall mean the United States Government, Department of Energy/National Nuclear Security Administration.

#### **52.241-2 ORDER OF PRECEDENCE-UTILITIES (FEB 1995) (TAILORED)**

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

#### **52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)**

(a) For the period of 1 year the Contractor agrees to furnish and the Government agrees to purchase water utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

**52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995) (TAILORED)**

(a) In the event of a change in the class of service, such service shall be provided at the Contractor's lowest available rate schedule applicable to the class of service furnished.

(b) Where the Contractor does not have on file with the regulatory body approved rateschedules applicable to services provided, no clause in this contract shall preclude the parties from negotiating a rate schedule applicable to the class of service furnished.

**52.241-5 CONTRACTOR'S FACILITIES (FEB 1995) (TAILORED)**

(a) The Contractor, at its expense, unless otherwise provided for in this contract, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder, and measure such service at the point of delivery specified in the Statement of Work. Title to all such facilities shall remain with the Contractor and the Contractor shall be responsible for loss or damage to such facilities, except that the Government shall be responsible to the extent that loss or damage has been caused by the Government's negligent acts or omissions.

(b) The Contractor shall coordinate any construction, installation or major repair activities on Government premises with the Contracting Officer's Representative Cassandra Begay, Cassandra.Begay@nnsa.doe.gov, (505) 665-4246

505-845-5501) prior to commencing such work. The Government shall provide utility information (including field markings when needed) and excavation permits at no cost to the Contractor, when such information is necessary for excavation work to be performed by the Contractor on Government premises. In addition, the Government shall provide the Contractor with all pertinent information as necessary on such items as Solid Waste Management Units (SWMUs), storm water run-off, endangered species, and archaeological and safety requirements that relate to excavation work to be performed by the Contractor on Government premises. The Contractor is solely responsible for compliance of the environmental, safety and work practices of its employees and subcontractors with applicable federal and state laws; the Contractor, its employees and subcontractors are not responsible for compliance with any DOE orders except for those which are listed in this Contract. Non-emergency excavation permits shall be supplied by the Government within 30 calendar day's submittal of the Contractor's request. The Contractor will promptly notify LANL emergency personnel to secure utility locates information and other appropriate support during situations requiring emergency excavations by Contractor.

(c) The Government shall allow the Contractor's employees, agents and contractors access to the Government's service locations and sites to effectuate the provisions of this Contract; provided, however, the Government may limit or restrict the access being granted in any manner considered necessary for reasons of national security and worker safety. The Government shall provide access badges and/or security clearances as necessary for Contractor's employees to operate LAWPS facilities on Government property. These badges/clearances shall be issued for the life of this contract unless prohibited by applicable regulations.

(d) The Contractor shall provide access to wells and related facilities, on reasonable notice and at reasonable times, to authorized Los Alamos National Laboratory personnel for the purpose of continuing ongoing water quality testing, geohydrological research, surveillance activities and chemical and radiological sampling at wells. Coincident with Contractor operations, maintenance or repair activities, and as mutually agreed upon, the Contractor may, on behalf of LANL, conduct geohydrological testing of wells. The Contractor shall be reimbursed for such testing on the next monthly water bill.

{e) On LANL property, in accordance with the New Mexico Water Quality Control Commission Regulations, the contractor will implement Best Management Practices {BMPs) to control pollutants including disturbed sediment. To the extent the Contractor is undertaking site disturbances of one {1) acre or more, the Contractor will implement Storm Water Pollution Prevention Plans {SWPPP) and BMPs for site disturbances, in accordance with the National Pollutant Discharge Elimination System {NPDES) General Permit for Water Discharges from Large and Small Construction Activities. To the extent the Contractor is undertaking site disturbances of less than one {1) acre, the Government will implement SWPPP and BMPs for site disturbances, in accordance with the NPDES General Permit for Water Discharges from large and Small Construction Activities.

**52.241-6 SERVICE PROVISIONS (FEB 1995) (TAILORED)**

{a) Measurement of service.

(1) All water supplied by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. Billing meter repair and maintenance costs shall be included as part of the Customer Service Charge applicable to the Government's Facilities.

(2) The Contractor shall read all billing meters at approximately 30 day intervals, or in accordance with the policy of the Contractor.

(b) Meter testing.

{1) The meters referenced in this section shall be limited to those meters which measure water service provided by the Contractor to the Government.

(2) The Contractor shall inspect and test the Contractor's bulk delivery billing meters at intervals not to exceed thirteen (13) months. The Contractor shall inspect and test the Contractor's retail rate meters at intervals not to exceed twenty-five (25) months. The Government shall have the right to have a representative present at the inspections and tests of meters, and/or to request copies of inspection and test reports of meters. The Contractor shall give the Government a minimum of ten (10) days written notice prior to such tests.

(3) Upon the Government's written request, the Contractor shall make additional inspections and tests of any or all meters in the presence of the Government's representatives. The cost of such additional tests shall be borne by the Government if the percentage of error is found to be no more than 2% high or low.

(4) Meters shall be calibrated to maintain 100% accuracy as far as practicable. No meter shall be placed in service or allowed to remain in service which has an error in registration of 2% high or low within any portion of the normal operating range. The Contractor shall have thirty {30) days after the recalibration of a meter in which to report any percentage error to the Government.

(5) If it is determined that an error exists in the metering (or billing thereof) and such error is due to a cause, the date of which can be reliably established, the Government shall be so advised and an appropriate adjustment shall be included on the next invoice; or should the Contractor have rendered its final invoice under this Contract, then the Government or the Contractor may render a statement setting forth the amount due to, or owed by, the Government and payment will be made within fifteen (15) days. If there is an error in metering or which the date the erroneous metering commenced cannot be established, the following shall govern:

(i) If any meter is found to be registering more than two percent (2%) high, the Contractor shall refund to the Government or credit to the Government in the next monthly billing, the

Amount of any overcharge based on corrected meter readings for the period that the meter was known to be in error, if discernible, or for the preceding six (6) months, whichever is shorter.

(ii) If any meter is found to be registering more than two percent (2%) low, the Government shall pay to the Contractor the amount of undercharge resulting therefrom based on corrected meter readings for either the period the meter was known to be in error, if discernible, or for the preceding six (6) months, whichever is shorter.

(iii) If any meter is found to be non-registering, the Contractor may bill the Government for the estimated water consumed for either the period since the date the meter was last known to be registering or for the preceding six (6) months, whichever is shorter. Such estimate of water consumed shall be mutually agreed upon, and shall be based such factors as the Government's prior or subsequent consumption which was correctly metered, and the general characteristics of the Government's operations.

(c) Change in Volume or Characteristics of Service. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volumes or characteristics of the service required at each location.

(d) Continuity of Service and Consumption. The Contractor shall use reasonable diligence to maintain minimum fire protection water levels in storage tanks as set forth in the Statement of Work and to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the County, including but not limited to acts of God, or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities.

(e) Water quality.

(1) The Contractor shall supply the Government with water that meets applicable federal and state drinking water standards, including standards created by any new regulations that may be promulgated during the term of this Contract. The Government reserves the right to inspect or test water quality, however the Government is not obligated to do so. The Government may require corrective action at no increase in contract price beyond that recovered through. Generally applicable rates.

(2) The Contractor shall retain records of testing required by state and/or federal law. The Government may inspect such records at the Contractor's principal place of business upon reasonable notice during normal business hours. As required by state and/or federal law, the Contractor shall notify the Government if contaminant levels exceed the maximum allowable levels specified in regulations governing water quality.

(3) The Contractor shall disinfect the water delivered to LANL to the extent necessary under normal operation of the LANL distribution system. The cost of disinfecting the water shall be included as part of the Bulk Rate. The Government shall make its best effort to prevent contamination from developing in low usage areas in the LANL distribution system, such as dead-end pipes, and to remedy such contamination should it occur.

(4) The Government shall disinfect its distribution system pipes after repairs or extensions are made to prevent microbiological contamination. The Government shall make its best effort to prevent contamination of its distribution system from lead, copper and other substances, and shall conduct its operations so as not to contaminate the distribution system. The Government shall be responsible for flushing any new, repaired or replaced lines to remove dirt or similar debris.

(5) Notwithstanding any other provision in this Contract, should the Government require water of a higher quality than mandated by prevailing State and Federal standards, the Government shall

be solely responsible for providing any additional treatment or shall negotiate a modification to this Contract to compensate the Contractor for the cost of providing the additional treatment.

(f) Water Losses.

If, due to the negligence or willful misconduct of the Contractor, water losses estimated to exceed 100 kGallons in any one incident occurs from LAWPS facilities containing water already purchased by the Government, that volume will be credited to the Government in the next month's billing.

(g) Water Storage Levels. The County shall maintain sufficient water storage levels in LAWPS reservoirs for firefighting purposes. The initial water level storage requirements, which may be reviewed and updated from time to time by mutual agreement of the Parties, are:

Tank	Minimum Set Point
Pajarito Tank No. 4	Twenty-five (25) feet
Pajarito Tank No. 4A	Twenty-three (23) feet

The Parties to this Contract recognize the need to maintain adequate fire-fighting water supply in Pajarito Booster No. 2 Tank, while at the same time preserving the tank's function as suction supply for the Booster Station. Accordingly, the County will make reasonable efforts to avoid drawing the tank down below five (5) feet of storage. The Government recognizes that the water level in Pajarito Booster No. 2 Tank may occasionally temporarily dip below five (5) feet during pumping or water transfer operations. At the conclusion of such routine daily operations, the County agrees to use reasonable efforts to leave Pajarito Booster No. 2 Tank's water level as far above five (5) feet as practical, given the circumstances at the time.

(h) Water pumping. As a demand side management initiative, the Parties agree that the operation of wells and booster station pumps shall be restricted to the maximum extent practical, as determined solely by the County, during time of monthly peak electrical demands. The Parties agree to a continuation of the established practice of assessing electrical demand charges for the operation of the water production system on the basis of the water system demand that is coincidental with the monthly Los Alamos Power Pool's peak electric demand.

(i) Safety: Utility Locate. The Government, and any of its contractors, shall notify the County and request a Utility Locate before performing excavation on or near the LAWPS pipelines. The County shall notify the Government's Representative for Routine Operational Matters, within 30 days, of any relocation of water lines and provide a map showing the relocation.

U) Nothing in this Contract shall be construed to prevent the County from taking appropriate actions, including immediately suspending service, to mitigate an imminent danger to life and health caused by the Government's actions or inactions resulting in system contamination. The County may temporarily suspend service at one or more Points of Delivery under this Contract if continued service places the LAWPS in danger of being contaminated due to the failure of the Government, pursuant to the requirements of this Contract, to adequately protect its distribution system to prevent the contamination. In such an event, the County shall not suspend service if the Government has provided the County with what the County, in its sole discretion, determines are adequate assurances that effective measures are being taken to eliminate the potential contamination. The County shall promptly resume service to the Government when the County, in its sole discretion, determines that all necessary corrective actions have been completed by the Government to remove the danger to life and health or the potential contamination.

(k) For any scheduled maintenance activities, the County shall provide written notice to the LANL Utilities Manager 48 hours before a scheduled shutting off of water supply to any portion of Los Alamos National Laboratory. The LANL Utilities Manager is Andrew Erickson, erickson@lanl.gov, 505-667-4222.

**52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995) (TAILORED)**

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body, the Los Alamos County Council ("County Council") or the Los Alamos County Utilities Board ("Utilities Board"). In accordance with its established policies, the Contractor will continue to maintain separate accounts for the LAWPS and its water distribution system. The Contractor agrees to give the Contracting Officer written notice and copies of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application, and (2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service. The County's distribution system shall bear a unit cost for bulk water no less than the Bulk Delivery Rate charged to the Government.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(e) At the end of each Fiscal Year, the Contractor will provide the Contracting Officer with a copy of the County's Comprehensive Annual Financial Report. This report is prepared annually by an independent outside audit firm and future versions will provide details of LAWPS costs for the preceding Fiscal Year.

(f) Current rates are listed in Attachments 3, 4 and 5.

**52.241-11 MULTIPLE SERVICE LOCATIONS (FEB 1995) (TAILORED)**

(a) At any time by written order, the Contracting Officer may designate any location within the service area of the Contractor at which utility service shall commence or be discontinued. Any changes to the service specifications shall be made a part of the contract by the issuance of a contract modification to include the name and location of the service, specifying any different rate, the point of delivery, different service specifications, and any other terms and conditions.

(b) If the change requested by the Government will result in the Contractor incurring any facility connection-related costs, the Contractor shall have no obligation under this Contract to make the requested change unless the Parties execute a modification or separate agreement under which the Government agrees to pay for such costs.

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS  
SECTION J - LIST OF ATTACHMENTS

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DOCUMENT	PAGES	DATE	TITLE
ATTACHMENT 1	5	25 AUG 2019	UPDATED STATEMENT OF WORK
ATTACHMENT 2	3	04 MAR2009	LOS ALAMOS COUNTY/LOS ALAMOS NATIONAL LABORATORY WATER SYSTEM CURTAILMENT PLAN
ATTACHMENT 3	3	02 APR 2019	LOS ALAMOS COUNTY ORDINANCE NO.02-294 (BULK WATER RATES ORDINANCE)
ATTACHMENT 4	2	20 APR 1999	LOS ALAMOS COUNTY ORDINANCE NO.02-270 (DISTRIBUTION WATER RATES ORDINANCE)
ATTACHMENT 5	2	22 JAN 1990	LOS ALAMOS COUNTY ORDINANCE NO.85-109. (LATE PAYMENT FEE ORDINANCE)
ATTACHMENT 6	0		COMPLETED AND NO LONGER REQUIRED
ATTACHMENT 7	21	24 JUN 2009	SECURITY REQUIREMENTS
ATTACHMENT 8	2	08 July 2014	LOS ALAMOS COUNTY ORDINANCE NO. 02-242
ATTACHMENT 9	1	08 July 2014	LATE PAYMENT FEES UTILITIES

**ATTACHMENT 1**  
**Statement of Work**  
**Water Service for Los Alamos National Laboratory**  
**National Nuclear Security Administration (NNSA)**  
**updated August 25, 2019**

**1.0 INTRODUCTION/BACKGROUND**

The National Nuclear Security Administration (Government) and the Los Alamos National Laboratory is seeking to award a bridge contract NA000103 with a Period of Performance of 1 October 2019 through 30 September 2020 for water service. This bridge contract will allow Los Alamos National Laboratory and Los Alamos County to finalize the water rights lease agreement which has a direct impact to water services for LANL and will prevent a lapse in service with the current contract DE-AC52-09NA28985 expiring 30 September 2019.

**2.0 OBJECTIVE**

To contract for water service for Los Alamos National Laboratory.

**3.0 SCOPE**

The current contract DE-AC52-09NA28985 will be expiring 30 September 2019. The Bridge contract will allow Los Alamos County to continue to provide water services to LANL until a new award is in place. The new contract is expected to awarded within one year.

**4.0 TECHNICAL REQUIREMENTS**

The County shall furnish all labor, materials, tools, equipment, facilities, transportation, pumping energy and incidentals necessary to provide water supply service to the Points of Delivery. Water service means traditional utility service which includes supply, transmission, coordination, operation, maintenance, terminal storage, disinfection, and treatment.

**5.0 RATES**

(a) Procedures for Establishing Rates. Rates shall be established in accordance with the procedures in the Los Alamos County Charter and ordinances.

(b) Bulk Delivery Rate.

(1) Water delivered to the Government at the following Bulk Points of Delivery, net of any credit from the two return bulk flow meters ((Numbers (iv) and (v) from the list below)), shall be charged at the Bulk Delivery Rate adopted from time to time by ordinance.

(i) Pajarito Booster Pump Station No. 2  
meter

- (iv) South Site Booster No. 1 two-way meter
- (v) Pajarito Booster Pump Station No. 1 two-way meter
- (vi) Pajarito Well No. 3 Booster Pump Meter (TA-72)
- (vii) Otowi Well No. 4 Tank Meter (TA-53 backfeed)
- (viii) End of DP Road DOE Property

(2) The Bulk Delivery Rate shall include the total projected costs of water production, transmission, storage in terminal storage reservoirs, disinfection or other treatment and booster pumping (regardless of location) and the associated operating and administrative costs, and shall consist of two components, a customer service charge and a water consumption charge.

(i) The customer service charge shall be the cost to the County of providing service to each Bulk Delivery customer, and shall include the costs of billing, meter calibration, and meter reading.

(ii) The water consumption charge shall be determined by multiplying the Bulk Delivery Rate adopted from time to time by ordinance by the volume of water delivered to the Government. It is understood that cost and usage projections will be used to set rates.

(3) For the purposes of setting the Bulk Delivery Rate, all disinfection and other treatment costs will be included whether the treatment occurs at LAWPS or distribution facility of the Government or County. Similarly, operation and maintenance costs of all booster pump stations in existence as of the date of execution of this contract, whether serving the LAWPS or Government or County distribution systems will be included, except the Government's fire system booster stations which are not operated as part of the LAWPS.

The parties recognize that specific requirements unique to the provision of water service to the Government (i.e. training for working in Solid Waste Management Unit areas or special reports), the cost of which is not otherwise recoverable through the Bulk Delivery Rate, may arise during the term of the contract ("Specific Government Requirements") . The County shall not be required to meet any Specific Government Requirements under this paragraph unless the Government pays the costs incurred by the County to meet such Specific Government Requirements.

(4) The initial Bulk Delivery Rate of \$2.39/kGal and flat monthly customer service charge of \$450, as established under Los Alamos County Ordinance 02-097, is set forth in Attachment 3, which may be amended or superseded by subsequent ordinances.

(c) Distribution Delivery Rates.

(1) Water delivered to the Government at the Health Research Laboratory (6" meter) shall be charged at the County's Distribution Rates adopted from time to time by County ordinance for equivalent classes of customers.

(2) The initial County Distribution Rate of \$3.72/kGal and \$41.81 flat monthly customer service charge (6" water meter size), as established under Los Alamos County Ordinance 85-270 are set forth in Attachment 4, which may be amended or superseded by subsequent ordinances.

(3) Deliveries to the County Customers from Government's Distribution System. The Parties agree that service to non-DOE water customers which are supplied from the Government's Distribution System will be administered as County Customers. The County agrees to bill these customers at the applicable County Distribution Rates. On payments made by these customers, the County will retain the service charges paid and credit the Government for the water consumption charges. The credit will serve as full compensation to Government for the use of Government's distribution system and reimburse the Government for the water delivery charges related to the customers.

## 6.0. ESTIMATED QUANTITY AND ESTIMATED TOTAL CONTRACT PRICE

### (a) Estimated Contract Price

The total estimated value for this One Year Bridge contract is \$ 1,166,460.00, but shall not exceed the Contract Estimated Total.

The annual water usage estimates do not obligate the Government to make any minimum level of purchases. The above estimated costs and total contract costs are provided solely for the purpose of projecting the Total Estimated Contract Price. The Government is not obligated to expend these amounts; nor is the County obligated to charge the rates implied in these amounts. The actual rate will be set by the then current ordinance, the revised rate will be effective as of the effective date of the ordinance, and will not require a modification to the Contract unless the revised rate increases the Total Estimated Price included here. The initial ordinances are attached as Attachments 3 and 4. Any official updated estimates of future water requirements shall be furnished to the County when such estimates become available. Except as set forth in Section 6(b)(1), the Total Estimated Contract Price is provided solely to permit the Government to appropriate sufficient funds, and none of the estimates of usage, rates, charges or other estimates, shall be used for any other purpose.

### (b) Expansion of LAWPS resulting from an increase in Government requirements.

(1) The Government shall notify the County any time that a revised forecast of Government's distribution system requirements which could require substantial expansion of LAWPS. For the purpose of this contract, a "substantial expansion" is one which will cost more than \$500,000 or one in which the Government estimates its future water requirements will increase by more than 50,000 kGallons/year above the estimated amounts.

(2) The County shall evaluate the Government's forecast. If the County agrees that a substantial expansion is necessary, the Parties will modify the Contract or execute a special contract commitment setting forth the terms and conditions for the expansion of the LAWPS, which will protect other County ratepayers from adverse economic consequences, if any, from such expansion. The modification or contract commitment will give appropriate recognition to past and projected growth of the County and the Government as well as to declining production capabilities of existing wells, which may be a contributing factor to the need for and sizing of new facilities.

(3) The County may, in its sole discretion, waive in writing the requirement that the Parties modify the Contract or execute a special contract commitment.

(4) Costs to the LAWPS because of a substantial expansion caused by a new customer of the LAWPS other than the Government shall not be included in the Bulk Delivery Rate, unless DOE/NNSA or Los Alamos National Laboratory benefits from such substantial expansion.

7.0. REQUESTS FOR INFORMATION REGARDING POSSIBLE RATE CHANGES

For purposes of the Government's budget planning process, the Government may request, in writing, information from the County concerning any possible changes to applicable rates during the proposed budget year. The County shall respond to the Government's written request within 30 days. The County's response shall in no way bind the County to propose or adopt any changes to its rates.

**ATTACHMENT 2**  
**To**  
**Bridge Contract NA000103**  
**LOS ALAMOS COUNTY/LOS ALAMOS NATIONAL LABORATORY**  
**WATER SYSTEM CURTAILMENT PLAN**

**1. STATEMENT OF INTENT:**

The intent of the water curtailment plan is to ensure adequate supplies for the fire protection safety of the community, surrounding areas of Los Alamos, and Los Alamos National Laboratory. Fire protection responsibilities in Los Alamos are unique in that large areas of forest land surround the Los Alamos and White Rock communities, while the Laboratory itself requires an elevated level of safety.

A majority of the time, the collective water storage tanks of the County and the Laboratory maintain a reserve of 35-40 million gallons. Under drought-like conditions, daily water production alone may not be sufficient in meeting water demands and the storage supply must be relied upon to make up the difference. As reliance upon storage cannot be indefinitely relied upon to maintain an adequate water supply before important fire protection storage reserves are used up, a system of curtailment conditions are hereby agreed upon. These curtailment conditions become more stringent as the volume of stored water and/or production capacity diminishes, and are designed to extend the available water supply as long as possible.

**2. CURTAILMENT CONDITIONS AND CUTBACK PROCESS:**

- **NORMAL CONDITION** (above 30 million gallons)
  
- **CURTAILMENT CONDITION A** (storage less than 30 million gallons and/or 70% of firm production capacity, roughly 8.6 million gallons per day)
  - **MANAGEMENT STEP:** Minor cutbacks and notification of situation
  
  - **CONTROLS TO BE IMPLEMENTED:**
    - 1) LANL reduce irrigation (potable water) to two (2) days per week
    - 2) County and LANL discontinue vehicle washing
    - 3) No fire hydrant testing on County and LANL distribution systems
    - 4) County informs Public of situation via media

- **CURTAILMENT CONDITION B** (storage less than 21 million gallons and/or 50% of firm production capacity, roughly 6.2 million gallons per day)

- **MANAGEMENT STEP:** County and LANL cutbacks and voluntary compliance from Public
- **CONTROLS TO BE IMPLEMENTED:**
  - 1) County and LANL reduce irrigation (potable water) to one day per week
  - 2) County and LANL discontinue vehicle washing
  - 3) No fire hydrant testing on County or LANL distribution systems
  - 4) County informs Public of situation via media and requests residents to voluntarily cut back water usage where possible and limit irrigation to one day per week.

- **CURTAILMENT CONDITION C** (storage less than 14 million gallons and/or 33% of firm production capacity, roughly 4.1 million gallons per day)

- **MANAGEMENT STEP:** Major County and LANL cutbacks
- **CONTROLS TO BE IMPLEMENTED:**
  - 1) County and LANL discontinue irrigation
  - 2) County and LANL discontinue vehicle washing
  - 3) No fire hydrant testing on County or LANL distribution systems
  - 4) County informs Public of situation via media, requests residents to limit irrigation to only the most delicate or expensive landscape features, and implement other conservation measures as appropriate.
  - 5) LANL Management reviews operations for available water curtailment options.

**3. NOTIFICATION PROTOCOL FOR CURTAILMENT CONDITIONS:**

- a. County Utilities Manager notifies County Administrator and LANL Utilities Manager
- b. LANL Utility Manager ensures that appropriate management steps are taken to curtail LANL usage in accordance with this plan.

- c. County Administrator notifies County Fire Department Chief and County Parks and Recreation Department Director and appropriate management steps are taken.
- d. County Utilities Manager issues press release to local media.

**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-294**

**A CODE ORDINANCE AMENDING CHAPTER 40, ARTICLE III, SECTIONS 40-171, 40-173 AND 40-175 OF THE CODE OF THE INCORPORATED COUNTY OF LOS ALAMOS PERTAINING TO POTABLE and NON-POTABLE WATER RATES AND BULK DELIVERY RATES**

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

**Section 1.** Section 40-171 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 40-171. - Potable water rate schedule 8-A.

(a) *Applicability.* Potable water rate schedule 8-A is applicable to all classes of retail customers whether commercial, residential or otherwise. The rate shall consist of a service charge plus a water consumption charge.

(b) *Service charge.*

Water Meter Size	Service Charge Per Meter Per Month
1¼ inch and under	\$ <del>9.42</del> <u>10.01</u>
1½ inch	<del>29.84</del> <u>31.71</u>
2-inch	<del>44.55</del> <u>47.33</u>
2½ inch, 3-inch	<del>87.94</del> <u>93.40</u>
4-inch	<del>149.69</del> <u>159.05</u>
6-inch	<del>316.04</del> <u>335.76</u>
8-inch	<del>522.43</del> <u>554.76</u>



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(c) *Water consumption charge.* The water consumption charge shall be charged to each customer billed under rate schedule 8-A according to the following schedule:

Consumption Oct—Apr (Non-Peak Season) Commodity Rate Per 1,000 Gallons				Consumption May—Sept (Peak Season) Commodity Rate Per 1,000 Gallons			
Monthly usage	<9,000 gal	9— 15,000 gal	>15,000 gal	Monthly usage	<9,000 gal	9— 15,000 gal	>15,000 gal
Residential	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>	Residential	<u>4.985.29</u>	<u>5.295.62</u>	<u>6.326.72</u>
Multi-family	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>	Multi-family	<u>4.985.29</u>	<u>5.235.56</u>	<u>5.355.68</u>
Commercial	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>	Commercial	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>
County/Schools	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>	County/Schools	<u>4.985.29</u>	<u>4.985.29</u>	<u>4.985.29</u>

Note: Multi-family includes dwelling units and apartments as defined in section 40-201.

**Section 2.** Section 40-173 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 40-173. ~~Nonpotable~~ Non-potable water rate charge.

The water consumption rate for ~~nonpotable~~ non-potable water, including effluent reuse water, shall be ~~\$2.502.66~~ per 1,000 gallons.

**Section 3.** Section 40-175 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 40-175. - Bulk delivery rate schedule 8-D.

(a) Applicability. Schedule 8-D is applicable to all bulk water sold and delivered to bulk points of delivery. The rate shall consist of a service charge plus a water consumption charge.

(b) The bulk delivery rate for water sold and delivered to bulk points of delivery shall be ~~\$3.423.63~~ per 1,000 gallons.

(c) The customer service charge for water sold and delivered to bulk points of delivery shall be ~~\$643.90684.14~~ per month per customer.

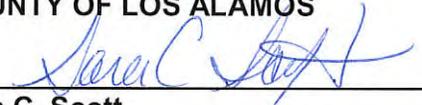
**Section 4. Effective Date.** This ordinance shall become effective upon adoption with the amended water rates being applied for all billings on or after April 2, 2019.

**Section 5. Severability.** Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 6. Repealer.** All ordinance or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**ADOPTED** this 2<sup>nd</sup> day of April, 2019.

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

  
\_\_\_\_\_  
**Sara C. Scott**  
Council Chair

**ATTEST: (SEAL)**

  
\_\_\_\_\_  
**Naomi D. Maestas**  
Los Alamos County Clerk



no  
book

INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 85-270

AN ORDINANCE AMENDING CHAPTER 13.16 OF THE CODE OF THE INCORPORATED COUNTY OF LOS ALAMOS AS AMENDED BY INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 85-253 TO LOWERING THE WATER CONSUMPTION CHARGE IN WATER UTILITY RATES FOR ALL CLASSES OF RETAIL CUSTOMERS

THE INCORPORATED COUNTY OF LOS ALAMOS HEREBY ORDAINS:

Section 1. Section 13.16.010 of the Code of the Incorporated County of Los Alamos, as amended by Incorporated County of Los Alamos Code Ordinance No. 85-253, is amended as follows:

13.16.010 Potable Water Rate Schedule 8-A.

A. Applicability. Schedule 8-A is applicable to all classes of retail customers whether commercial, residential or otherwise. The rate shall consist of a service charge plus a water consumption charge.

B. Service Charge.

Water Meter Size	Service Charge Per Meter Per Month
5/8", 3/4", 1"	\$ 7.02
1 1/4", 1 1/2"	\$12.55
2"	\$20.46
2 1/2", 3"	\$27.58
4"	\$32.32
6"	\$41.81

C. Water Consumption Charge. The water consumption charge of three dollars and seventy-two (\$3.72) per one thousand gallons shall be charged to each customer billed under rate schedule 8-A

Section 2. Effective Date. This ordinance shall become effective upon adoption with the amended water rates being applied at the next billing following the effective date of the ordinance.

Section 3. Severability. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

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

ADOPTED this 20<sup>th</sup> day of April, 1999.

COUNCIL OF THE INCORPORATED  
COUNTY OF LOS ALAMOS

Christine Chandler  
Christine Chandler  
Council Chairwoman



Nita K. Taylor  
Nita K. Taylor  
Los Alamos County Clerk

LOS ALAMOS COUNTY ORDINANCE NO. 85-109  
(LATE PAYMENT FEE ORDINANCE)

LOS ALAMOS CODE ORDINANCE NO. 85-109

AN ORDINANCE PERTAINING TO LATE PAYMENT FEES  
ON ELECTRIC, GAS, WATER, SEWER AND  
REFUSE UTILITIES PAST DUE ACCOUNTS

THE INCORPORATED COUNTY OF LOS ALAMOS HEREBY ORDAINS:

Section 1. Title 13 of the Code of the Incorporated County of Los Alamos is hereby amended by adding a new Chapter 13.24 to read as follows:

Chapter 13.24

LATE PAYMENT FEES

Sections:

13.24.010 Late Payment Fees on Electric, Gas, Water, Sewer and Refuse Utilities Past Due Accounts.

13.24.010 Late Payment Fees on Electric, Gas, Water, Sewer and Refuse Utilities Past Due Accounts.

A. A late payment fee of one and one-half percent (1.5%) per month shall be assessed to every past due account pertaining to refuse fees contained in Los Alamos County Code Section 8.08.170 and to electric, gas, water, and sewer utility rates as contained in Los Alamos County Code Chapters 13.08, 13.12, 13.16, and 13.20 respectively. An account is considered past due if payment has not been received by the Los Alamos County Finance Department within twenty-five (25) days after the billing date. The late payment fee shall be added to any balance that is not paid within twenty-five (25) days of the billing date.

B. Accounts classified as budget billing accounts shall be charged a late payment fee only when any portion of the agreed upon payment amount is not received within twenty-five (25) days of the billing date.

Section 2. This ordinance shall be effective thirty days after publication of notice of its adoption.

LOS ALAMOS COUNTY ORDINANCE NO. 85-109  
(LATE PAYMENT FEE ORDINANCE)

PASSED, ADOPTED, SIGNED, and APPROVED  
this 27<sup>th</sup> day of January, 1990.

COUNCIL OF THE INCORPORATED  
COUNTY OF LOS ALAMOS

[Signature]  
CHAIRMAN

Morris B. Penney  
MEMBER

Wallace J. Waiter  
MEMBER

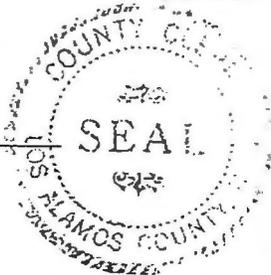
[Signature]  
MEMBER

[Signature]  
MEMBER

[Signature]  
MEMBER

MEMBER

ATTEST: (SEAL)  
Nita K Taylor  
LOS ALAMOS COUNTY CLERK



**ATTACHMENT 7**  
**Security Requirements**  
**Water Service for Los Alamos National**  
**Laboratory National Nuclear Security**  
**Administration (NNSA) dated June 24, 2009**  
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## 1.0 Definitions and Acronyms (Sept 2008)

### 1.1 Definitions

Definitions may be accessed electronically at [http://www.lanl.gov/orgs/adss/ExG/docs/definitions\\_acronyms.pdf](http://www.lanl.gov/orgs/adss/ExG/docs/definitions_acronyms.pdf)

### 1.2 Acronyms

Acronyms may be accessed electronically at [http://www.lanl.gov/orgs/adss/ExG/docs/definitions\\_acronyms.pdf](http://www.lanl.gov/orgs/adss/ExG/docs/definitions_acronyms.pdf)

## 2.0 Security Requirements (Sept 2008)

Contractor shall ensure compliance with all requirements specified in this exhibit, and those additional specific security requirements not listed herein that Contractor determines to be necessary to perform the contract in a secure manner. All measures taken by Contractor to correct non-compliance shall be at Contractor's expense, and the cost thereof, including any stipulated penalties resulting from such non-compliance, shall be deducted from payments otherwise due Contractor.

### 2.1 DEAR Clauses Incorporated By Reference

2.1.1 The Department of Energy Acquisition Regulation (DEAR) clauses which are incorporated by reference herein shall have the same force and effect as if printed in full text.

2.1.2 Full text of the referenced clauses may be accessed electronically at <http://www.management.energy.gov/DEAR.htm>.

2.1.3 The following alterations apply only to FAR and DEAR clauses and do not apply to DOE or NNSA Directives. Wherever necessary to make the context of the unmodified DEAR clauses applicable to this subcontract:

- The term "Contractor" shall mean Los Alamos County and covers all workers that would work on this contract.

2.1.4 The following clauses apply as stated in the Instructions.

Clause Number	Title and Date	Instructions
DEAR 952.204-2	Security (May 2002)	Contractor shall comply when work involves or may involve classified information.
DEAR 952.204-70	Classification / Declassification (Sep 1997)	Contractor shall comply when work involves or may involve classified information.
DEAR 952.204-73	Facility Clearance (May 2002)	Contractor shall comply when the work requires issuance of personnel security access authorizations.

2.1.5 The following clause applies if foreign travel may be required in order to perform work:

Clause Number	Title and Date	Instructions
DEAR 952.247-70	Foreign Travel (Dec 2000)	Authorization is required from DOE prior to traveling

### 2.2 DOE Directives Incorporated By Reference

Contractor shall provide such information, assistance and support as necessary to ensure Contractor's compliance with the following DOE/NNSA Directives, as applicable. In addition, Contractor shall comply with the requirements of the Contractor Requirement Document (CRD) attached to a Directive when required by such CRD. The Directives are prefaced with certain conditions for applicability to the contract. A referenced Directive does not become effective or operative under this contract unless and until the conditions precedent are met through the scope of work. The DOE Directives referenced herein may be found at <http://www.directives.doe.gov/directives/read.html>. Applicable NNSA NAP documents may be

provided to Contractor by the Contracting Officer upon request.

Clause Number	Title	Requirements include, but are not limited to the following:
DOE O 142.1	Classified Visits Involving Foreign Nationals	Contractor shall comply with the CRD to ensure that biographical information is obtained for foreign nationals; access to classified information and visits by foreign nationals is granted according to the requirements of this Order.
DOE O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	Contractor whose contracts involve activities potentially subject to application of safeguards by the International Atomic Energy Agency (IAEA) shall meet the requirements of the CRD.
DOE O 142.3 Chg 1	Unclassified Foreign Visits and Assignment	Contractor shall comply with the requirements specified in the CRD for unclassified foreign nationals' access to DOE sites, information, and technologies.
DOE M 205.1-4	National Security System Manual	Contractor shall implement and comply with the applicable LANL Cyber Security Program Plan (CSP), as provided by LANL Management, for all cyber security activities involving National Security Systems.
DOE O 205.1A	Department of Energy Cyber Security Management Program	Contractor shall protect all DOE unclassified and classified information and information systems under its management and control.
DOE M 452.4-1A	Protection of Use Control Vulnerabilities and Designs	Contractor shall control access to and dissemination of Sigma 14 and 15 nuclear weapon data as specified in the CRD.
DOE O 452.4A	Security and Control of Nuclear Explosives and Nuclear Weapons	Contractor shall comply with the requirements of the CRD to prevent the deliberate unauthorized use (DUU) of U.S. nuclear explosives and U.S. nuclear weapons.
DOE O 457.1	Nuclear Counterterrorism	Contractor is required to protect sensitive improvised nuclear device information.
DOE M 457.1-1	Control of Improvised Nuclear Device Information	This manual is for Official Use Only.
DOE O 460.2A	Departmental Materials Transportation & Packaging Management	Contractor shall comply with requirements that pertain to transportation of safe, secure, efficient packaging and transportation of materials, both hazardous and nonhazardous.
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual	Contractor shall comply with requirements that pertain to transportation of radioactive material.
DOE O 461.1A	Packaging and Transfer or Transportation of Materials of National Security Interest	Contractor shall comply with the requirements for offsite and onsite shipments of materials of national security interest.
DOE O 470.3A	Design Basis Threat Policy	This Order is classified.
DOE M 470.4-2, Chg 1	Physical Protection	Contractor shall comply with the requirements for the physical protection of safeguards and security interests as specified in the CRD, including access controls, nuclear materials and requirements of specific security areas.

Clause Number	Title	Requirements include, but are not limited to the following:
DOE M 470.4-4, Chg. 1	Information Security	Contractor shall comply with the security requirements for the protection and control of information and matter required to be classified or controlled by statutes, regulations, or DOE directives as specified in the CRD.
DOE M 470.4-5	Personnel Security	Contractor shall comply with the requirements to ensure that individuals are processed for, granted and allowed to retain a cleared badge only when their official duties require access to classified information or matter, or special nuclear material or data.
DOE M 470.4-6 Chg 1	Nuclear Material Control and Accountability	Contractor shall comply with the requirements of the CRD for Nuclear Material Control and Accountability activities.
DOE M 475.1-1B	Identifying Classified Information Manual	This manual is for Official Use Only.
DOE O 551.1C	Official Foreign Travel	Contractor shall comply with the requirements specified in the CRD governing official foreign travel.
DOE 1450.4	Consensual Listening-in to or Recording Telephone/Radio conversations	Order prohibits conversations on any Contractor-procured telephone or radio system to be listened-in or recorded except as specifically stated and permitted in this Order.
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	Order applies when performing work which requires access, receipt, storage, processing and/or handling of Foreign Intelligence information.
NAP 14.1B	NNSA Cyber Security Program	Policy applies when information is collected, created, processed, transmitted, stored or disseminated on automated information systems which therefore require some level of protection.
NAP 14.2B	Baseline Cyber Security Requirements	Establishes requirements and responsibilities for cyber security incident preparation, prevention, warnings, reporting and recovering from cyber security incidents involving Contractor information systems.
NAP 14.12	NNSA Contingency Planning and Operations	Outlines requirements that apply to any information system that collects, creates, processes, transmits, stores and disseminates unclassified or classified NNSA information.
NAP 14.13	Transmission of Restricted and Formally Restricted Data over SIPRNet	Establishes requirements and responsibilities for operation of a SIPRNet Controlled Interface.
NAP 14.16	Clearing, Sanitizing and Destroying Information System Media, Memory Devices and other Related Hardware	Applies when using any information system that collects, creates, processes, transmits, stores and disseminates unclassified or classified NNSA information.

### 2.3 Goal of Zero Security Incidents

Contractor will strive to eliminate all security events, incidents, and adverse impacts to national security.

3.0 General Security (Sept 2008)

3.1 Work site, Security Area and Badge Information The worksite as part of this agreement will consist of all property that Contractor has access to for water production including: pumping stations, test wells, wells, and water lines.

WORK SITE	TYPE / CATEGORY
<input checked="" type="checkbox"/> DOE owned/leased (LANL) or LANS' owned/leased facility or property	
<input checked="" type="checkbox"/> Contractor owned/leased; and DOE Owned./ Leased (LANL) facility or property	
<input type="checkbox"/> Contractor owned/leased	
	<input type="checkbox"/> Purchase Order (will not become a Subcontract)
	<input type="checkbox"/> Affiliate, Guest or Vendor

ON-SITE WORK AREA DESIGNATION	BADGE TYPE / CLEARANCE LEVEL
<input checked="" type="checkbox"/> Open Area	<input checked="" type="checkbox"/> LANL Generic Uncleared US Visitor
<input checked="" type="checkbox"/> Property Protection Area (PPA)	<input checked="" type="checkbox"/> LANL Generic Uncleared US Visitor Escort Required
<input checked="" type="checkbox"/> Limited Area (LA)	<input checked="" type="checkbox"/> LANL Uncleared Foreign National badge
<input checked="" type="checkbox"/> Protection Area (PA)	<input checked="" type="checkbox"/> LANL Cleared Foreign National badge
<input checked="" type="checkbox"/> Material Access Area (MAA)	<input checked="" type="checkbox"/> Uncleared DOE badge Escort Required
<input checked="" type="checkbox"/> SCIF, SAPF or VTR	<input checked="" type="checkbox"/> L-Cleared DOE badge
	<input checked="" type="checkbox"/> Q-Cleared DOE badge
	<input type="checkbox"/> HRP

3.2 Reserved

3.3 Safeguards, Security and Counterintelligence Awareness

3.3.1 Operations Security (OPSEC) Plan

- Contractor shall develop (with assistance from Contractor's Office of Counterintelligence, Operations Security Program Office), implement and sustain a DOE OPSEC Plan using the template provided by the Contracting Officer. Contractor's OPSEC Plan shall be approved by Contractor's Office of Counterintelligence, Operations Security Program Office before work may begin at LANL.
- When one of the following conditions are met, an OPSEC Plan is not required:
  - 1) All work will be performed entirely off-site, work is unclassified, the project does not use any LANL data and results are intended for public release; or
  - 2) Work on-site only consists of attending meetings; installation, maintenance, calibration of equipment that does not store LANL data; or providing janitorial services; and worker either holds a clearance authorization or will be escorted at all times.

3.3.2 Contractor shall report all of the following situations to the Office of Counterintelligence

and inform the Responsible Line Manager (RLM) and CA / PS. Situations may range from pointed questions to subtle elicitation.

- Professional contacts and relationships with sensitive country foreign nationals, whether they occur at one's worksite or abroad.
- All unofficial travel to any sensitive country.
- Any suspicious or provocative actions encountered while on travel.
- Suspicious or provocative actions or behaviors on the part of foreign nationals visiting or assigned to LANL.
- Substantive personal relationships with sensitive country foreign nationals (who are not lawful permanent residents), other than family members.
- Business transactions including financial transactions, partnerships, or other business interests or investments with citizens of sensitive countries who are not lawful permanent residents, whether they involve one-time interactions or ongoing financial relationships. (Small payments for things such as house cleaning or other such personal services or financial support provided to family members are not included).
- Any attempts by unauthorized persons to gain access to classified information. (Not limited to sensitive country foreign nationals or foreign nationals; includes US and non-US citizens)

3.3.3 Contractor shall be alert to and report any of the following to the RLM.

- attempts by unauthorized persons to obtain information;
- unexplained / excessive use of copiers by workers;
- workers living beyond their means;
- unusual foreign travel patterns of workers; and
- personal problems of workers that could affect security or fitness for duty.

3.4 Security Training

3.4.1 Contractor shall ensure that all workers:

- become familiar with the Integrated Safeguards and Security Management (ISSM) process and its implementation requirements for the work to be performed and their security responsibilities; and
- complete required safeguards, security and cyber-security training as indicated herein.

3.4.2 The Security Requirements Training Tool below identifies security training workers may be required to complete before beginning work at LANL. An "X" before the name of the course indicates that such training is required under this contract.

Contractor management shall review the security requirements indicated below, with each worker. A signed official copy of the review and acceptance by the worker shall be kept on file with Contractor. Each worker's security requirements shall be reviewed with management yearly or whenever the worker's job security duties change.

Required Course	Course Title
GENERAL SECURITY	
x	General Employee Training (GET)
x	Comprehensive Security Briefing - For L & Q-cleared Workers
x	Substance Abuse Awareness or substitute Contractor Training
PHYSICAL SECURITY	
x	Escort Responsibilities - For Escorts only

3.5 Security Stop Work

When any worker observes a security related hazard or unmitigated risk, the worker has the authority and responsibility to inform any worker engaged in the security related hazard or

unmitigated risk of his/her concern and request that the work be stopped.

### 3.6 Reporting Security Incidents

This subsection contains requirements for identifying and reporting known and potential incidents of security concern. Such incidents may involve issues associated with Personally Identifiable Information (PII), classified matter, computer systems, nuclear materials, secure communications, personnel security, and physical security occurring on LANL property, Laboratory-leased property or Contractor-owned property. Workers shall comply with the following requirements.

3.6.1 Immediately upon discovery of a potential incident of security concern, report such concern to the Security Inquiry Team (SIT) (505-665-3505) and then inform the RLM, and SPL or DSO. During normal business hours, notifications shall be made only in person or through secure communications (STU or STE) as required below. A non-secure telephone, non-secure fax, non-secure voice mail, or non-secure electronic mail shall not be used to report a potential incident of security concern.

3.6.1.1 The potential compromise of PII shall be reported immediately (within 35 minutes) upon discovery to the SIT. A potential compromise of PII is considered a serious information security incident because of the possibility of significant adverse consequences to the individuals whose data has been compromised.

3.6.1.2 Immediately report all security incidents and potential threats and vulnerabilities involving LANL data utilized by the Contractor to the SIT and notify the appropriate CSSO or OCSR and RLM.

3.6.1.3 After discovery of any incident involving the loss, compromise, or unauthorized disclosure of classified matter, report the incident immediately to the SIT and then inform the assigned OCSR and RLM.

3.6.1.4 After discovery of any incident involving the loss, theft, diversion, or unauthorized use of nuclear material, report the incident immediately to Material Control & Accountability Group or the SIT.

#### 3.6.2 Contact Requirements Outside of Normal Business Hours

For all incidents contact the ADSS on-call duty officer through the Protective Force central alarm station at 505-667-4437, immediately after discovery of a potential incident of security concern. The ADSS on-call duty officer may be asked to meet with the Contractor in person so that Contractor may report such known or potential incidents of security concern, if secure communications are not available.

## 4.0 Physical Security (Sept 2008)

### 4.1 Prohibited Articles

Prohibited Articles are those not permitted on DOE property (e.g., LANL) including parking lots. Contractor shall ensure that prohibited articles are not brought on to DOE property. Prohibited articles include:

- dangerous weapons (e.g., guns and knives), explosives, or other instruments or material likely to cause substantial injury or damage to persons or property;
- alcoholic beverages, including unopened bottles or cans;
- controlled substances such as illegal drugs and associated paraphernalia, but not prescription medicine; and
- other items prohibited by law.

### 4.2 Escorting

In addition to any facility-specific escorting requirements, Contractor shall ensure that all LANL escorting requirements listed below are complied with while in a Security Area - whether escorting individuals or being escorted by another individual. Payment for escort services is the Contractor's responsibility, unless otherwise specified.

4.2.1 Uncleared foreign nationals are allowed unescorted in publicly-accessible Laboratory property only. Uncleared foreign nationals are not permitted in Security Areas, and only under extraordinary circumstances should an exception be requested. Uncleared foreign nationals may only be escorted into a security area if prior approval has been attained

from DOE/HQ and local security officials. This process takes a minimum of eight (8) weeks.

- 4.2.2 An Uncleared US citizen may be authorized for escorted access into a Security Area only if such individual:
- is entering an area to conduct official LANL business that can be accomplished only in a Security Area, or
  - has a skill or ability that is required and cannot be provided by another person who has the required clearance (i.e., access authorization) level.
- 4.2.3 The following individuals shall be escorted in a Security Area:
- Uncleared US citizens;
  - US citizen visitors who do not have a cleared DOE-standard badge; and
  - L-cleared US citizens in a Q-Only Security Area.
- 4.2.4 All US citizens escorted into a Security Area shall wear one of the following:
- An Uncleared DOE standard badge;
  - An Uncleared LANL ONLY US Visitor Badge or;
  - An Uncleared LANL ONLY ESCORT REQUIRED US Visitor Badge.
- 4.2.5 Workers serving as escorts have the following responsibilities:
- Complete "Escort Responsibilities" training course prior to escorting individuals;
  - Be a US Citizen and possess a valid LANL badge and clearance level for the Security Area being accessed;
  - Ensure the Visitor being escorted has a valid photo ID prior to issuing any badge;
  - Ensure each individual being escorted is a US citizen through their statement of such status;
  - Provide Visitor with clear instructions on the rules of behavior and consequences for failure to comply, before granting access to facilities and/or information systems;
  - Confirm that each Visitor displays their assigned badge whenever in a Security Area;
  - Review prohibited and controlled article restrictions with each Visitor;
  - Protect classified and unclassified controlled matter, information or discussions from unauthorized access by a Visitor;
  - Log in each Visitor by whatever method is provided at the facility being accessed;
  - Notify area occupants of the presence of an Uncleared Visitor;
  - Maintain control of each Visitor at all times;
  - Implement any facility-specific escorting requirements as required;
  - Immediately notify the Requester/RLM of any incident of security concern;
  - Escort each Visitor safely to the organization's designated muster area in the case of an emergency evacuation.
- 4.2.6 An escort shall not escort more than five (5) individuals at any one time, unless otherwise approved by Contractor in writing.
- 4.2.7 In cases where an individual without proper security clearance is discovered unescorted in a Security Area, Contractor shall immediately place such individual under escort by an authorized escort and report the situation to the RLM as soon as possible.

#### 4.3 Security Areas

Contractor shall comply with all requirements for designated Security Areas. In addition, Contractor shall ensure that all workers:

- Have the appropriate clearance (i.e., access authorization) for the Security Area or be properly escorted within the Security Area;
- Adhere to the posted requirements for entering any Security Area (clearance status, badge, access status, training and inspections);

- Immediately report physical security and access control discrepancies to the SIT and RLM. Inform the RLM. (e.g. breaches of fences or walls or attempts to circumvent security barriers);
  - Use a badge valid for entering a Security Area and display the valid badge at all times photo side out, above the waist and in front of the body while in that area;
  - Not introduce prohibited articles into Security Areas;
  - Obtain authorization before introducing controlled articles into a Security Area;
  - Cooperate with Protective Force personnel during badge checks;
  - Cooperate with Protective Force personnel during searches of vehicles, persons, and/or hand-carried items being brought into or out of a Security Area;
  - Protect keys to facilities within Security Areas at all times;
  - Return keys to the responsible organization key custodian who issued the keys when no longer required and inform the RLM.
  - Report lost or stolen keys to the key custodian who issued the keys;
  - Adhere to all requirements for escorting individuals who are not authorized to be in a Security Area unescorted. (See Escorting, Section 4.2);
  - Do not tailgate, piggyback, or vouch, nor allow another person to do so.
- 4.4 Acknowledgement / Control of Vehicles On-Site
- If requested, Contractor shall submit to the RLM the make, year and license number of all vehicles that will be used on site.
  - Vehicles driven by uncleared drivers delivering construction materials or other supplies will be permitted to enter unsecured areas provided they are under escort by personnel possessing a Q or L access authorization as appropriate for the delivery site.
  - All non-government owned heavy duty vehicles(F350 or larger) making deliveries at LANL shall proceed to Post 10 (east end of the Truck Route Road, East Jemez Rd.) for a search conducted by the Protective Force. If the search does not disclose anything of concern, the driver will receive an appropriate pass that will allow entry into their LANL destination.
- 4.5 Reserved
- 4.6 Security Fences and Barriers
- 4.6.1 Contractor shall make arrangements through the RLM to ensure that adequate access control is maintained at any temporary openings or penetrations of Security Area boundaries. Such work shall be arranged through the RLM and inspected/approved by the Physical Security Team or Deployed Security Officer to ensure there are adequate access controls in place during the temporary opening and that at the end of the work day the temporary openings are repaired / replaced. The CA shall be kept informed of compliance with this requirement by the RLM.
- 4.6.2 At the end of each work day or sooner if required, Contractor shall repair, replace or provide adequate barriers to preclude unauthorized entry into any Security Area through temporary openings, penetrations, holes dug or cuts in security fences, or through modified gates or other alterations of security perimeters.
- 4.6.3 Contractor shall make arrangements through the RLM to ensure that any planned placement and proximity of equipment and vehicles to security fences and security boundaries, does not create an unintended bridge to a Security Area.
- 5.0 **Personnel Security (Sept. 2008)**
- 5.1 Substance Abuse Policy
- 5.1.1 The unauthorized use of alcohol and/or illegal drugs or being under the influence of alcohol and/or illegal drugs is prohibited on the LANL site. LANL's substance abuse policy calls for pre-employment drug testing, random drug testing, drug and/or alcohol testing on the basis of reasonable suspicion that the policy has been violated, and drug and/or alcohol testing due to an incident or accident that results in a serious injury or has the potential to cause serious injury. All drug collections and alcohol testing are conducted in accordance with 40 CFR Part 40.

All uncleared Los Alamos County Water Department (LACWD) employees are exempt from the LANL substance abuse policy. The provision of section 5.1 applies to cleared LACWD workers.

- 5.1.2 If a cleared worker is reasonably suspected of being impaired by either drugs or alcohol, Contractor will require worker to submit to drug / alcohol testing. The testing will be conducted and paid for by the Contractor.
- 5.1.3 Cleared workers who will be issued a badge from the LANL Badge Office shall successfully pass a drug test approved by the Contractor no greater than 60 days prior to requesting the badge. A drug testing laboratory used for any LANS required drug test shall be certified by the Department of Health and Human Services under the National Laboratory Certification Program. A current list of approved drug testing laboratories is published in the Federal Register which can be found at:  
<http://dwp.samhsa.gov/DrugTesting/Level1/Pages/CertifiedLabs.aspx>
- 5.1.4 The following list of drugs is currently used in Contractor's testing panel: marijuana, cocaine, opiates, phencyclidine and amphetamines. When conducting reasonable suspicion or occurrence testing, Contractor may test for any drug listed in Schedules I or II of the Controlled Substances Act.
- 5.1.5 Cleared workers applying for access authorization (clearances) shall successfully pass a drug test prior to submitting an application or prior to being granted a clearance.
- 5.1.6 Workers possessing a security clearance ("Q" or "L") are subject to applicant, random and for-cause drug testing, regardless of the duration of their work assignment. Workers possessing a security clearance whose primary work location is not on-site will be subject to random drug testing at their primary work location.
- 5.1.7 Contractor shall ensure that workers comply with all requirements of LANL's Substance Abuse program. Failure to comply with requirements may result in termination of a worker's permission to work on LANL property.
- 5.1.8 Contractor shall provide records of pre-badging drug screening upon request.
- 5.1.9 Contractor shall ensure that any lower-tier non- Contractor's subcontractors performing work on-site meet the requirements of this section.
- 5.1.10 Failure at any tier, of a Contractor to comply with the requirements of this section, shall be grounds for the Contractor to bar the worker of a Contractor at any tier, from the LANL site.
- 5.1.11 Cleared Workers shall:
- Be fit for duty and avoid behavior that compromises the health or safety of others or the security of the Lab;
  - Notify Personnel Security, the RLM and CA/PS immediately if arrested or convicted of a drug or alcohol statute violation;
  - Notify Personnel Security, the RLM and CA/PS immediately after they are arrested or convicted of any alcohol-related incident such as (e.g.) DUI, DWI, or public intoxication;
  - Notify Personnel Security, the RLM and CA/PS immediately after any treatment for drug or alcohol abuse;
  - Meet with Personnel Security or Occupational Medicine promptly when asked to perform a drug and/or alcohol test;
  - Immediately report accidental ingestion of illegal drugs to Personnel Security and the RLM so the appropriate action can be taken.
- 5.1.12 Cleared Contractor that Failure to Show or Refusal of Drug and/or Alcohol Test
- If a cleared worker fails to show up for a test after being contacted, such failure shall be treated as if the worker had tested positive.
  - If the cleared worker refuses to be tested, such refusal shall be reported and treated as a confirmed positive.
  - If the cleared worker failure to cooperate and submit to a drug/alcohol test shall be grounds for the Contractor to bar the worker from the LANL site.

#### 5.1.13 Cleared workers Confirmed Positive Drug and/or Alcohol Test

The RLM shall take the following actions if a worker has a confirmed positive drug test:

- Immediately stop the worker from performing any additional work on site;
- Immediately notify worker's management that the worker's badge is being pulled;
- Ask the worker to report back to his/her employer because his/her assignment is being terminated;
- Confiscate the worker's badge and return it to Personnel Security;
- Consult with OM-MS to determine whether the worker should have a medical evaluation prior to driving;
- If alcohol related, instruct worker to report to OM-MS the next work day, prior to performing any work duties, for a Fitness for Duty evaluation unless the assignment is terminated.
- Coordinate with the CAVPS to ensure proper notifications are made regarding test results and any changes to the worker's assignment.

## 5.2 Badges

Contractor shall ensure compliance with the badge requirements outlined in the following subsections. Any individual performing work under a contractual agreement with The Los Alamos DOE Site Office, shall obtain a LANL badge from the Los Alamos National Laboratory badge office

All badges issued by the LANL Badge Office are accountable. Therefore, the Contractor shall ensure that every badge issued through the Los Alamos DOE Site office is returned to the LANL Badge Office. The Contractor shall also timely report any lost or stolen badges to the LANL Badge Office. Failure to return DOE security and site-specific badges will result in denial of future badging services to the badge holder.

### 5.2.1 General Badging Requirements

5.2.1.1 A worker who is submitted for a standard DOE-Cleared badge or LANL-Only Uncleared badge shall provide proof of U.S. citizenship to the LANL Badge Office at the time of badging. The foregoing applies regardless of the length of time that a worker will be on site.

5.2.1.2 Proof of citizenship includes an original photo identification card, such as a current and valid state driver's license and an original of one of the following five documents:

- For a worker born in the U.S., a birth certificate filed for record shortly after birth and certified with the registrar's signature is required. A delayed birth certificate (one created when a record was filed more than one year after the date of birth) is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. All documents submitted as evidence shall be original or certified.
- For a worker claiming citizenship by naturalization, a certificate of naturalization showing the individual's name is required.
- For a worker claiming citizenship acquired by birth abroad to a US citizen, one of the following (showing the worker's name) is required: Certificate of Citizenship issued by the Immigration and Naturalization Service; Report of Birth Abroad of a Citizen of the United States of America (Form FS240); or Certificate of Birth (Form FS 545 or DS 1350).
- A US passport, current or expired.
- A record of Military Processing-Armed Forces of the US (DD Form 1966) provided it reflects that the worker is a US citizen.

5.2.1.3 A worker, who is a US citizen and does not currently hold a LANL badge, meets applicable requirements, he/she shall be issued an uncleared badge.

5.2.1.4 A worker who is either a Cleared or an uncleared foreign national shall be badged in accordance with current DOE and LANL policies. The worker shall wear a photo badge whenever on DOE property (i.e. LANL) or LANL-leased

premises.

5.2.1.5 Individuals who falsely certify their citizenship will be removed from the Laboratory and will be denied future access to LANL. This will be reported to the appropriate LANL organizations for investigation and other external organizations as necessary.

## 5.2.2 Obtaining a Badge

### 5.2.2.1 Worker (US Citizen) Requirements

- Workers shall present identification as required by the Badge Office before being issued a badge.
- Workers shall obtain a site-specific badge before performing any work at LANL.

### 5.2.2.2 Official Visitor (US Citizen) Requirements

- An Official Visitor, in conjunction with his or her Laboratory Host, shall obtain a badge, in accordance with this document;
- Uncleared Official Visitors will be required to sign a "Statement of U.S. Citizenship" form at the LANL Badge Office affirming their U.S. citizenship;
- Uncleared Official Visitors who are on site six (6) consecutive months or less, shall attend a briefing designed by their Laboratory Host and RLM, covering safety and security requirements relevant to the work they will be performing;
- Uncleared Official Visitors who falsely certify their citizenship will be removed from the Laboratory and will be denied future access to LANL. This breach will also be reported to the appropriate LANL organizations.

### 5.2.2.3 Reserved

### 5.2.2.4 Reserved

### 5.2.3 Workers shall:

- Complete training required by Personnel Security before receiving a badge;
- Wear the badge, photo-side out, above the waist, on the front side of the body, at all times while on DOE-owned property (i.e., LANL) or on Contractor leased or rented premises;
- Remove the badge and protect it from public view when leaving DOE-owned property or Contractor leased or rented premises;
- Present the badge whenever requested by Protective Force personnel, their LANL host, or the Personnel Security Group;
- Minimize the number of instances of temporary badge issuance and replacement of lost badges;
- Ensure the badge is never photocopied;
- Return an issued badge to the Badge Office (via the RLM as appropriate) following termination of employment, badge expiration, end of assignment, or completion of a visit. Workers are not permitted to retain badges for any reason.

## 5.2.4 Badge Expiration Dates

5.2.4.1 Badges may be issued for the term of the contract. However, a Contractor shall only request a badge for the period of time in which a worker will be utilized on this contract.

5.2.4.2 Contractor shall abide by the following end date requirements:

- When a worker is working multiple contracts all outside of Security Areas, the earliest end date among the contracts will be the badge end date.
- When a worker holds a clearance (i.e., access authorization) under multiple contracts, the badge end date is based on the contract that is designated as the "primary" contract.
- When a worker holding a clearance (i.e., access authorization) is performing

work under multiple contracts held by a Contractor that has received a favorable FOCI determination, the earliest end-date among those contracts is used. A new badge will need to be requested if there is any work to be performed that extends beyond the work within a Security Area.

5.2.4.3 If the contract is going to be extended, Contractor shall renew a worker's badge within 30 days prior to its expiration.

#### 5.2.5 Lost or Stolen Badge(s)

5.2.5.1 Lost or stolen badges shall be reported to the Badge Office within 24 hours or the next business day after discovery of the loss, whichever is soonest. The RLM shall also be notified. The individual badge holder shall go to the LANL Badge Office and complete a written affidavit (Form 1672) *Notification of Permanent Inactivation of Badge* in order to obtain a replacement badge.

5.2.5.2 In addition to the above, if a badge is stolen, the individual badge holder shall report the theft to the Security Inquiry Team (SIT) and inform the RLM or CA/PS by the next business day of discovery of the loss.

### 5.3 Clearances (i.e., access authorizations)

Contractor shall follow all clearance requirements outlined below and shall not permit any individual to have access to classified information; except when access to classified information is determined by proper clearance and the need-to-know.

The requirements for securing eligible personnel and proper personnel security clearances (i.e., access authorizations) for work within "L" and "Q" clearance areas and for complying with other security regulations and procedures shall not be considered cause for an extension of time for performance of the contract work or for extra payments under the contract. However, the cost of processing DOE "Q" or "L" access authorizations will be borne by the Government.

#### 5.3.1 Requesting an Initial Clearance

Contractor shall ensure that workers:

- Provide information required to request a clearance, including, but not limited to, proof of citizenship, Personal Identification Verification (PIV) documents, fingerprints, residence, work, education, military history, and personal references, as well as specific information regarding any legal, financial, mental health or loyalty issues;
- Verify the worker's Oracle record is active, correct and complete through the RLM including employer and contract number and that the worker is working on a FOCI approved contract;
- Complete a *Clearance Request/Recertification/Suitability Form* (DOE F 472.1C) signed by a LANL RLM.
- Complete an online (e-QIP) *Questionnaire for National Security Positions QNSP* (SF 86) and attendant clearance documents when requested by the Personnel Security Office.
- Meet with Clearance Processing Security Specialist and/or provide written responses to additional requests for information from Clearance Processing.

#### 5.3.2 Clearance Processing Critical Reporting Elements

Contractor shall ensure that workers holding a cleared DOE-standard badge, report any of the following events to Clearance Processing, the RLM within **one (1)** working day of the occurrence unless otherwise stated:

- All arrests, criminal charges including charges that are dismissed or detentions by Federal, state, or other law enforcement authorities for violations of the law (other than traffic violations for which only a fine of \$250 or less was imposed), within or outside of the US, unless the traffic violations were drug or alcohol related;
- Personal or business-related filing for bankruptcy;
- Garnishment of wages;
- Legal action effected for name change;
- Change in citizenship;

- Employment by, representation of, or other business-related association with a foreign or foreign-owned interest or foreign national;
- Any hospitalization for mental illness; treatment of drug abuse; or treatment for alcohol abuse;
- Approach or contact by any individual seeking unauthorized access to classified information or matter or SNM. If such an approach or contact is made while on foreign travel, workers should notify a Department of State official at the local US Embassy or Consulate;
- Within 45 days of marrying or cohabitating, submit a DOE Form 5631.34, *Data Report on Spouse/Cohabitant*;
- Termination of employment - also notify the RLM;
- When access authorization is no longer required;
- Leave of absence or extended leave not requiring access to classified information or matter, or SNM for 90 consecutive working days;
- Leave for foreign travel, employment, assignment, education, or residence for more than three months, not involving official US Government business even if employment continues with the Contractor.

5.3.3 Security Termination Requirements for Departing workers

Cleared workers who are terminating employment at the Laboratory for any reason shall meet all the federal and local requirements for departing workers.

Workers shall complete all clearance-related departure requirements. Some termination procedures are mandated by federal law. Failing to comply with the requirements can hinder or prevent a worker's future efforts to obtain a security clearance or badging services at LANL. Failure of a Cleared worker to follow proper termination procedures is also reported to NNSA/DOE by LANL Personnel Security.

Clearance-related requirements for departing workers include the following:

- **Termination Briefing** - the worker shall attend a termination briefing conducted by LANL Personnel Security or Contractor management and submit a completed *LANL LLC Safeguards and Security Clearance Termination Briefing Form* to Personnel Security.
- **Security Termination Statement** - the worker shall sign and submit a *Security Termination Statement* DOE Form 5631.29 to LANL Personnel Security.
- **Surrender DOE Access Credentials** - the worker shall surrender his or her security badge to the LANL Badge Office, while coordinating with the RLM.

For each event listed below, the required action shall be carried out within **two (2)** working days of the Event described in the first column of the table.

Event	Do Termination Briefing & Form, and Submit DOE Form 5631.29	Return These Badges
Worker's employment terminated	Individual Worker	Worker's badge, whether Cleared or Uncleared, including expired
Worker transferred from other contract	Individual Worker	Worker's badge, whether Cleared or Uncleared, including expired
Clearance no longer required	All Workers	All Cleared "L" or "Q" badges, including expired
Contractor's FOCI approval withdrawn or terminated	All Workers	All Cleared "L" or "Q" badges, including expired
Worker completed or terminated	All Workers	All badges, whether Cleared or Uncleared, including expired

- Contractor shall ensure that any worker who holds a clearance and is no longer working on this contract, follows the security clearance termination process outlined above.
- Contractor shall notify Personnel Security, the RLM and CA/PS of any Event that changes the status of a worker's need for a badge.

5.3.4 Clearance Renewals or Reinvestigations

Contractor shall ensure that a worker whose clearance is being renewed or reinvestigated:

- Completes the reinvestigation e-QIP package every 5 years for Q clearance holders or every 10 years for L clearance holders.
- Completes the LANL Annual Security Refresher Training before the effective date of the training expiring and access is therefore denied.

5.4 Reserved

5.5 Reserved

5.6 Foreign Visits and Assignments

5.6.1 On-Site work

All foreign national workers are required to have approval to work on-site from the LANL Foreign Visits and Assignments office PRIOR to their arrival at the Laboratory. They will be required to present a valid passport and visa documentation before a badge will be fabricated and issued. The individual who is hosting a foreign national on-site shall be a Contractor employee.

5.6.2 Off-site work

Approval for a foreign national to work off-site on a LANL project is not required if the following conditions are met: 1) all work is conducted entirely off-site and 2) the research results from this contract are to be published in open literature intended for public release.

**6.0 Information Security (Sept 2008)**

6.1 Official Use Only (OUO) Information

OUO information is unclassified with the potential to damage government, commercial or private interests if disseminated to persons who do not have a need-to-know the information. Contractor shall protect such information from unauthorized dissemination and shall follow all requirements for OUO documents specified below.

6.1.1 Access

No security clearance is required for access to OUO.

If OUO information is Export Control Information (ECI) access is restricted to US persons, defined as citizens and Lawful Permanent Residents.

If OUO information is Applied Technology (AT) it is subject to access restrictions established by the DOE Program Office. The associated LANL program manager can determine access authorizations for Laboratory workers.

6.1.2 Storing

OUO information shall be stored in a locked room or locked receptacle (e.g. desk, file cabinet, safe). OUO information stored on a computer shall have passwords, authentication, and encryption or file access controls in place for protection.

6.1.3 Transmitting

E-mail messages that contain OUO information should indicate OUO in the first line, before the body of the text. OUO disseminated over networks outside of LANL should be encrypted with NIST-validated encryption software (e.g., Entrust®).

In the case of hard copies being sent outside of LANL, OUO shall be placed in a sealed, opaque envelope marked with the recipient's name, a return address and the words "To Be Opened by Addressee Only". For interoffice mail within LANL, OUO shall be placed in a sealed, opaque envelope with the recipient's address and the words "To Be Opened by

Addressee Only" on the front of the envelope.

6.1.4 Destroying

Users are not required to destroy electronic media that contains OOU. However, disks should be overwritten using approved software before they are thrown away. Hard copy OOU documentation shall be destroyed by using an approved shredder.

6.2 Unclassified Controlled Nuclear Information (UCNI)

UCNI is certain unclassified but sensitive government information whereby unauthorized dissemination is prohibited. UCNI is intended to be viewed only by those individuals with a need-to-know. Contractor shall protect such information from unauthorized dissemination and shall follow all requirements for UCNI documents specified below.

6.2.1 Access

No security clearance is required for access to UCNI; however, access is permitted only to those authorized for routine or special access and those who have a need-to-know. UCNI stored on a computer shall be restricted (passwords, authentication, file access control encryption and offline storage) to only those who have a need-to-know.

6.2.2 Storing

When using UCNI, physical control shall be maintained over the material to prevent unauthorized access to the information. When not in use, UCNI matter shall be stored in a locked room or receptacle (e.g. desk, file cabinet, bookcase or safe). The locked receptacle shall have controls that limit access to only approved workers. UCNI stored on a computer shall have passwords, authentication, encryption or file access controls in place for protection.

6.2.3 Transmitting

Ensure that UCNI is marked correctly prior to transmitting it over any media. Only a qualified Derivative Classifier (DC) can identify and mark UCNI. Contact the Classification Group through the RLM for assistance.

If transmitting over telecommunication circuits (including fax) encryption shall be used. If mailing outside of LANL, an opaque envelope shall be used and the outer packaging shall not indicate that the content within is UCNI. For interoffice mail, an interoffice envelope shall be used and mailed through standard interoffice mail, but do not indicate that the content is UCNI. When using e-mail, UCNI shall be encrypted with NIST-validated encryption software such as Entrust®.

6.2.4 Destroying

Users are not required to destroy electronic media that contain UCNI. Disks should be overwritten using approved software before they are discarded. Hard copy UCNI documents are to be destroyed by shredding in an approved shredder. Contractor shall coordinate with the Classified Matter Protection and Control Team through the RLM to properly destroy UCNI information.

6.2.5 Noncompliance Consequences

Contractor's failure to comply with the requirements pertaining to UCNI may result in the imposition of a civil penalty of up to \$100,000 for each violation.

6.3 Reserved

6.3.2 Reserved

6.3.3 Determining Need-to-Know

Any worker who has been granted access to classified matter shall determine another worker's clearance and need-to-know before granting access to that matter. Need-to-know shall be established by:

- determining what matter will be accessed; and

- determining whether the recipient requires access to this matter to perform his / her official duties through current relationships, tasks, duties and assignments or confirmation by a LANL RLM.

6.3.4 Clearance requirements for access to classified matter:

Category & Level of Classified Matter	Q Cleared	L Cleared
Confidential National Security Information	Permitted	Permitted
Confidential Formerly Restricted Data	Permitted	Permitted
Confidential Restricted Data	Permitted	Permitted
Secret National Security Information	Permitted	Permitted
Secret Formerly Restricted Data	Permitted	Permitted
Secret Restricted Data	Permitted	Excluded
Top Secret National Security Information	Permitted	Excluded
Top Secret Formerly Restricted Data	Permitted	Excluded
Top Secret Restricted Data	Permitted	Excluded
Sigma's 1 through 13	Permitted	Excluded
Sigma's 14 & 15 granted by UCSC or alternate		

6.3.5 Reserved

6.3.6 Reserved

6.3.7 Reserved

6.3.8 Reserved

6.3.9 Reserved

6.3.10 Reserved

**7.0 Cyber Security (Oct 2008)**

These requirements apply to any information system or network that Contractor may use to collect, create, process, transmit, store or disseminate information for Contractor. Unless specifically waived, Contractor retains ownership of the data that Contractor may utilize in performance of this contract. Regardless of the performer of the work, Contractor shall ensure compliance with the provisions of this section.

No Cyber Security work identified in section will be performed.

**7.1 Cyber Security Training**

7.1.1 A worker who will be on-site more than 10 days shall complete the Initial Computer Security Briefing as soon as access is granted to LANL information system resources. All workers who are on-site more than 10 days shall also complete Annual Security Refresher training. New users may have access to training systems in the Badge Office in the Otowi Building or at the White Rock Training Center.

All other required Cyber Security training identified in the table below shall be completed prior to computer access and prior to performing the assigned function that the training prepares the worker to perform.

Course Name	Frequency	All Computer Users	Classified Computer Users	Training Type
General Employee Training (GET)	One time	X	X	Live
Initial Computer Security Briefing	One time	X	X	Online
Annual Security Refresher	Annually	X	X	Online
Classified Computer Security	Annually		X	Online

7.1.2 Reserved

- 7.2 Reserved
- 7.3 Reserved
- 7.4 Reserved
- 7.5 Reserved
- 7.6 Reserved
- 7.7 Reserved
- 7.8 Reserved

7.9 Consequences of Noncompliance

Failure of Contractor to comply with the requirements of Section 7.0 may result in the imposition of a criminal and civil penalty. Activities on LANL systems are monitored and recorded and subject to audit. Use of LANL systems and data is expressed consent to such monitoring and recording. Any unauthorized access or use of LANL systems and data is prohibited and could subject the Contractor to criminal and civil penalties.

**8.0 Controlled Articles / Wireless Technology (Sept 2008)**

LANL's level of control on wireless computing devices and on portable electronic devices (PEDs) depends on the type of device, who owns it (Government or non-Government) where it will be located and how it will be used.

8.1 Controlled Articles

Controlled Articles are stand-alone devices that can record or transmit data. Controlled articles are not permitted in Security Areas without prior authorization. Contractor shall ensure that controlled articles are not brought into a Security Area without prior written approval from the Cyber Security Office with concurrence by the RLM. Additional LANL site-specific requirements may exist and shall be followed as appropriate.

8.1.1 Controlled articles include:

- Cell phones, cordless phones, two-way pagers, two-way radios;
- Recording equipment (audio, video, optical, or data);
- Radio frequency (RF) transmitting equipment (including ankle monitoring devices), Infrared (IR) or other wireless transmission capabilities;
- Electronic equipment with a data exchange port capable of being connected to automatic information system equipment;
- Portable computers such as laptops, personal digital assistant (PDA's), palm-top computers, Blackberry's or iPods;
- Cameras - video, still, digital, film or in cell phones. If the use of cameras - either inside or outside of a security area is deemed mission essential - then use of cameras shall be authorized via coordination with the RLM and the Physical Security Team prior to the use of such cameras. *(Form 1897PA)*

8.2 Approvals Required Before Commencement Of Work

- 8.2.1 Prior to the introduction of any controlled portable electronic device (PED), including portable electronic storage devices and other controlled articles, into a Limited Area or connected to a LANL-owned system, approval shall be obtained from the Cyber Security Office. The RLM shall also be informed.
- 8.2.2 Prior to any wireless operation on wireless projects (unclassified or-classified) approval shall be obtained from LANL's Cyber Security Office. The RLM shall also be informed. Violations of this requirement may constitute a security infraction, and may result in administrative actions up to and including exclusion of a Worker from LANL and/or from working on this contract.
- 8.2.3 Contractors using wireless technology on construction sites may need to obtain approval for engaging wireless through a "LANL Wireless System Security Plan", as well as obtaining certification from the Cyber Security Office.

8.3 Unallowable Technology on LANL property

- 8.3.1 The use of wireless computing and printing devices such as "Bluetooth" technology or wireless networking protocol is prohibited anywhere at LANL, including all LANL property and leased space except for certain defined areas. Such capabilities shall be disabled unless the activity has been approved by the LANL Cyber Security Office. It is the user's responsibility to know what devices they possess, the capabilities of those devices and to ensure that wireless capabilities have been disabled.  
  
The use of wireless networking, Bluetooth and cell phone technologies is allowed in public areas of the Bradbury Science Museum, the Otowi Cafeteria and public access areas outside buildings such as roadways, sidewalks and parking lots.
- 8.3.2 The use of wireless networking is not restricted in non-LANL occupied areas of LANL-leased properties such as Canyon Complex, White Rock Training Center, the Research Park and Central Park Square.
- 8.4 General Wireless Device Requirements
  - 8.4.1 For non-government owned unclassified devices with wireless capability, workers shall have all wireless networking and Bluetooth disabled while in a PPA. Software or hardware disablement is permitted.
  - 8.4.2 These wireless device requirements do not apply to the wireless computing capability used by Contractor delivery and shipping workers in the LANL receiving area outside of a building.
  - 8.4.3 Workers shall label active wireless devices that have prior approval to be in a PPA and/or Limited Area, to identify ownership.
- 8.5 LANL and Government-owned Wireless Devices
  - 8.5.1 Government-owned cell or satellite phones shall be disabled when inside a LA or above.
  - 8.5.2 Government-owned computing PEDs (laptops, palmtop computers and PDA's) shall follow access control requirements such as username and password.
  - 8.5.3 Government-owned computing PEDs shall use anti-virus software to detect malicious activity where the capability exists.
  - 8.5.4 Government-owned unclassified PEDs are not permitted to connect to any LANL computer or network or store LANL sensitive data without approval from LANL management. (*Form 1865*)
- 8.6 Non-government Owned PEDs in LANL Security Areas
  - 8.6.1 Non-government owned PEDs are prohibited in Limited Areas and above.
  - 8.6.2 Non-government owned PEDs may not be connected to any LANL-owned information system or network (classified or unclassified) without written approval and may not be used to store any sensitive or classified government information without written approval. (*Form 1897*)
  - 8.6.3 When privately-owned vehicles are allowed to enter a Limited Area, PEDs that are attached to the vehicle (i.e. built-in cell phones, On Star and CB radios) shall be turned off if capable and left in the vehicle. Additional restrictions may apply in some areas and workers shall follow local controls.
- 8.7 Non-government Wireless Computing Devices
  - 8.7.1 LANL management approval may be required before bringing a non-government laptop to a Property Protection Area based on local security requirements. (*Form 1897*)
  - 8.7.2 LANL Cyber Security Office approval is required if the laptop will be in a Security Area or connected to the LANL network. (*Form 1897*)
  - 8.7.3 LANL management approval is required before connecting a non-government laptop to a LANL network. (*Form 1897*)
  - 8.7.4 Non-government owned wireless computing devices shall be authorized before connecting to any LANL wireless computing resource.
- 8.8 Connecting to Presentation Systems and Using Equipment Remote Controls
  - 8.8.1 Non-government owned PEDs may be connected to stand-alone presentation equipment and stand-alone systems in PPA's provided:
    - 1) The information system has virus detection software active, automatically scanning for malicious code and using the most current definition file and,

- 2) The information system shall not contain any sensitive information that the PED owner does not have authorization to access.
- 8.8.2 LANL prohibits Radio Frequency (RF) keyboards everywhere.
- 8.8.3 LANL allows RF and Infrared (IR) remote controls on unclassified presentation equipment (audio, video, etc.) in unclassified workspace without restrictions.
- 8.8.4 LANL does not allow RF and IR remote controls on classified computers.
- 8.8.5 IR and RF remote controls are permitted to control projectors.

**9.0 Contacts (Sept 2008)**

Badge Office.....	505-667-6901	badge@lanl.gov
Chief Information Office .....	505-667-0961	
Chief Information Office on-call pager .....	505-949-4762	
Classification Group .....	505-667-5011	
Classified Matter Protection & Control.....	505-665-1802	cmpc@lanl.gov
Clearance Processing .....	505-667-7253	clearance@lanl.gov
Cyber Security Office.....	505-665-1795	cybersecurity@lanl.gov
Emergency Management & Response .....	505-667-6211	
Fire, Bomb Threat, etc. ....	911	
Foreign Ownership Control & Influence .....	505-665-1624	
Foreign Visits and Assignments .....	505-665-1572	
Fraud, Waste and Abuse.....	505-665-6159	
Immigration Services.....	505-667-8650	
Info Security Operations Center (iSOC).....	505-665-7492	cpc@lanl.gov
Lock Shop.....	505-667-4911	
Material Control & Accountability Group.....	505-667-5886	
Network Operations Center (NOC).....	505-667-7423	noc@lanl.gov
Office of Counterintelligence.....	505-665-6090	
Operations Security Program Office .....	505-665-4843 or 505-667-0002	
Personnel Security POC.....	505-665-1624	
Personnel Security .....	505-665-6565	
Physical Security Team .....	505-667-2510	
Protective Force .....	505-665-1279	
Protective Force after hours .....	505-667-4437	
Safety Help Desk.....	505-665-7233	
Security Help Desk .....	505-665-2002	security@lanl.gov
Security Inquiry Team (SIT).....	505-665-3505	
Wireless Point of Contact .....		wirelessecurity@lanl.gov

**10.0 Required Notifications (Dec 2007)**

Contractor shall notify the Requester and the Contracting Officer immediately, whenever a change in the scope of the work to be performed has been identified or requested.

**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-242**

**AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, SECTIONS 40-171 AND 40-175 OF THE CODE OF THE INCORPORATED COUNTY OF LOS ALAMOS PERTAINING TO POTABLE WATER RATES AND BULK DELIVERY RATES**

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

**Section 1.** Section 40-171 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 40-171. Potable water rate schedule 8-A.

(a) *Applicability.* Potable water rate schedule 8-A is applicable to all classes of retail customers whether commercial, residential or otherwise. The rate shall consist of a service charge plus a water consumption charge.

(b) *Service charge.*

<i>Water Meter Size</i>	<i>Service Charge Per Meter Per Month</i>
1-1/4 inch and under	\$ 7.93
1-1/2-inch	25.12
2-inch	37.50
2 1/2-inch, 3-inch	74.00
4-inch	126.00
6-inch	266.00
8 inch	439.50

(c) *Water consumption charge.* The water consumption charge shall be charged to each customer billed under rate schedule 8-A according to the following schedule:

Consumption Oct-Apr (Non-Peak Season)			
Commodity Rate Per 1,000 Gallons			
Monthly usage	<9,000 gal	9 - 15,000 gal	>15,000 gal
Residential	4.19	4.19	4.19
Multi-Family	4.19	4.19	4.19
Commercial	4.19	4.19	4.19
County /Schools	4.19	4.19	4.19

Consumption May-Sep (Peak Season)			
Commodity Rate Per 1,000 Gallons			
Monthly Usage	<9,000 gal	9 - 15,000 gal	>15,000 gal
Residential	4.19	4.45	5.32
Multi-Family	4.19	4.40	4.50
Commercial	4.19	4.19	4.19
County /Schools	4.19	4.19	4.19

Note: Multi-Family includes dwelling units and apartments as defined in Section 40-201.

**Section 2.** Section 40-175 of the Code of the Incorporated County of Los Alamos is amended to read as follows:

Sec. 40-175. Bulk delivery rate schedule 8-D.

(a) **Applicability.** Schedule 8-D is applicable to all bulk water sold and delivered to bulk points of delivery. The rate shall consist of a service charge plus a water consumption charge.

(b) The bulk delivery rate for water sold and delivered to bulk points of delivery shall be \$2.88 per 1,000 gallons.

(c) The customer service charge for water sold and delivered to bulk points of delivery shall be \$542.00 per month per customer.

**Section 3. Effective Date.** This ordinance shall become effective upon adoption with the amended water rates being applied for all billing on or after July 1, 2014.

**Section 4. Severability.** Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 5. Repealer.** All ordinance or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**ADOPTED** this 8th day of July, 2014.

COUNCIL OF THE INCORPORATED  
COUNTY OF LOS ALAMOS



Geoff Rodgers  
Council Chair



ATTEST: (SEAL)



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Sharon Stover  
Los Alamos County Clerk

**DIVISION 1. GENERALLY**

Sec. 40-101. Late payment fees on electric, gas, water, sewer and refuse utilities past due account.

Secs. 40-102—40-120. Reserved.

**Sec. 40-101. Late payment fees on electric, gas, water, sewer and refuse utilities past due account.**

(a)

A late payment fee of 1½ percent per month shall be assessed to every past due account pertaining to refuse fees contained in section 32-19 of this Code and to electric, gas, water and sewer utility rates as contained in divisions 2, 3, 4 and 5 of this article, respectively. An account is considered past due if payment has not been received by the county finance department within 25 days after the billing date. The late payment fee shall be added to any balance that is not paid within 25 days of the billing date.

(b)

Accounts classified as budget billing accounts shall be charged a late payment fee only when any portion of the agreed upon payment amount is not received within 25 days of the billing date.

*(Ord. No. 85-109, § 1, 1990; Code 1985, § 13.24.010)*

**Secs. 40-102—40-120. Reserved.**



# County of Los Alamos

Los Alamos, NM 87544  
www.losalamosnm.us

## Staff Report

September 18, 2019

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**Agenda No.:** 7.B  
**Index (Council Goals):** \* 2019 Council Goal - Planning for Appropriate Levels of County Services; \* 2019 Council Goal - Investing in Infrastructure  
**Presenters:** Jack Richardson, Deputy Utilities Manager - GWS Services  
**Legislative File:** 12223-19

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### Title

Preliminary Discussion - Water and Sewer Rate Adjustments

### Recommended Action

N/A - Discussion item only

### Staff Recommendation

N/A - Discussion item only

### Body

The ten-year forecast for the water and sewer utilities presented with the FY2020 budget included a series of incremental rate increases to generate revenues needed for current operations and to build cash reserves necessary for future infrastructure needs. In 2016 (sewer) and 2018 (water) several alternative long-term scenarios for both systems were prepared by staff and presented for Board consideration. After discussion, scenarios were selected that represent the most reasonable balance between increased rates and necessary system expenditures and have been the foundation upon which the ten-year budgetary projections have been based.

For this preliminary discussion of proposed FY20 rate ordinances, both sewer and water rate adjustments are being presented together. When considered for adoption, the ordinances will be presented separately. Both proposed ordinances are attached herewith for discussion.

As noted previously, the long-range plan for both systems incorporates a series of modest rate increases over several fiscal years. This approach helps consumers adjust to increasing costs over time but provides adequate funding for planned initiatives in each year. The rate trajectory was considered in the long-range proposals discussed in 2016 and 2018, and has been reviewed each year since. There have been some opportunities taken advantage of, such as the refinancing of existing debt in the sewer utility and the one-time transfer of excess funds from the gas utility to the sewer utility. The long-range projections have been adjusted as appropriate to account for these actions, and to reflect actual operational experience since first implemented. In the presentation attached and presented this evening we show those adjusted long-range plans and highlight the rate trajectories included in our budgets, and the resulting cash position in relation to adopted cash targets. Staff now feels confident the short to mid-term rate trajectory

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proposed in the FY2020 budget are appropriate for the three-year horizon and is thus proposing a multi-year rate adjustment at this time. Three years projected rate increases are included in both rate ordinances proposed.

The advantages to implementing the multi-year proposal are numerous. Most importantly, it provides for the rate adjustments to become effective with the beginning of each fiscal year. With the current rate adjustment process, that is difficult to accomplish, and rates typically have been enacted several months after the beginning of a fiscal year, which means that projected revenues for those first several months are not realized. Doing a multi-year incremental rate adjustment also allows planned revenues to match the timing of planned expenditures, rather than accumulating excess cash early on for expenditure in a later period. Further, it allows our customers to plan and budget for future anticipated utilities costs, rather than experience the “rate shock” of unanticipated rate increases on a more frequent basis. It also allows for adjustment, if operational experience necessitates that. Should it become apparent that the rates proposed are either not achieving the revenue requirements of the systems, or are exceeding them, there is no reason why they could not be adjusted in the interim, but this multi-year proposal provides for seamless and timely implementation of the rate projections should future actuals tie within reasonable variation to budget projections.

Included in the presentation are the rate comparisons with neighboring and similar communities, costs as a percentage of median household income, and long-term utilities costs projections normally presented with proposed rate adjustments. These continue to demonstrate that even with the challenges of our complicated system and mountainous terrain, consumer costs for these services remain competitive and reasonable for our community.

This and future proposed rate actions should restore cash flow to an acceptable level in both systems. While it may take some time to reach our target levels in the Water Utility overall, this plan will provide adequate funding for necessary repairs and replacements and continuing operations and provide for movement toward our long-term cash reserve goals. In the sewer utility, through the specific actions mentioned previously, projections are that we will achieve target cash reserves by 2023, much earlier than previously anticipated. Once achieved, it is anticipated that rate adjustments simply to account for inflation will suffice for the foreseeable future.

### **Alternatives**

Several alternative financial scenarios were presented and discussed by the Board in previous discussions. In addition, Jack Richardson, Deputy Manager of Water Production and Distribution, has updated some of that information previously presented for presentation to the Board here this evening. Any of those paths forward could be considered as an alternative to the proposal presented here. As noted above, in all the scenarios discussed a series of rate increases are going to be needed to fund necessary operations and replacement of facilities through rates. Other scenarios could be considered with more significant rate increases being implemented to fund more rapid system upgrades, or funding sources other than rates could be considered. If no action is taken, we would have to continue to curtail maintenance and replacements and system reliability will suffer.

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

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The budgeted increases are expected to generate \$258,029 additional revenue in Water Distribution in FY20, \$230,291 additional revenue in FY21, and \$225,956 additional revenue in FY22. In Water Production additional revenue for wholesale sales to external parties is projected at \$67,500; \$60,000; and \$60,000 for FYs 20, 21, and 22 respectively, and approximately \$14,000 additional Non-Potable revenue annually. In the sewer utility, additional revenues of \$279,939; \$158,004; and \$118,502 are projected in FY20, 21, and 22 respectively.

**Attachments**

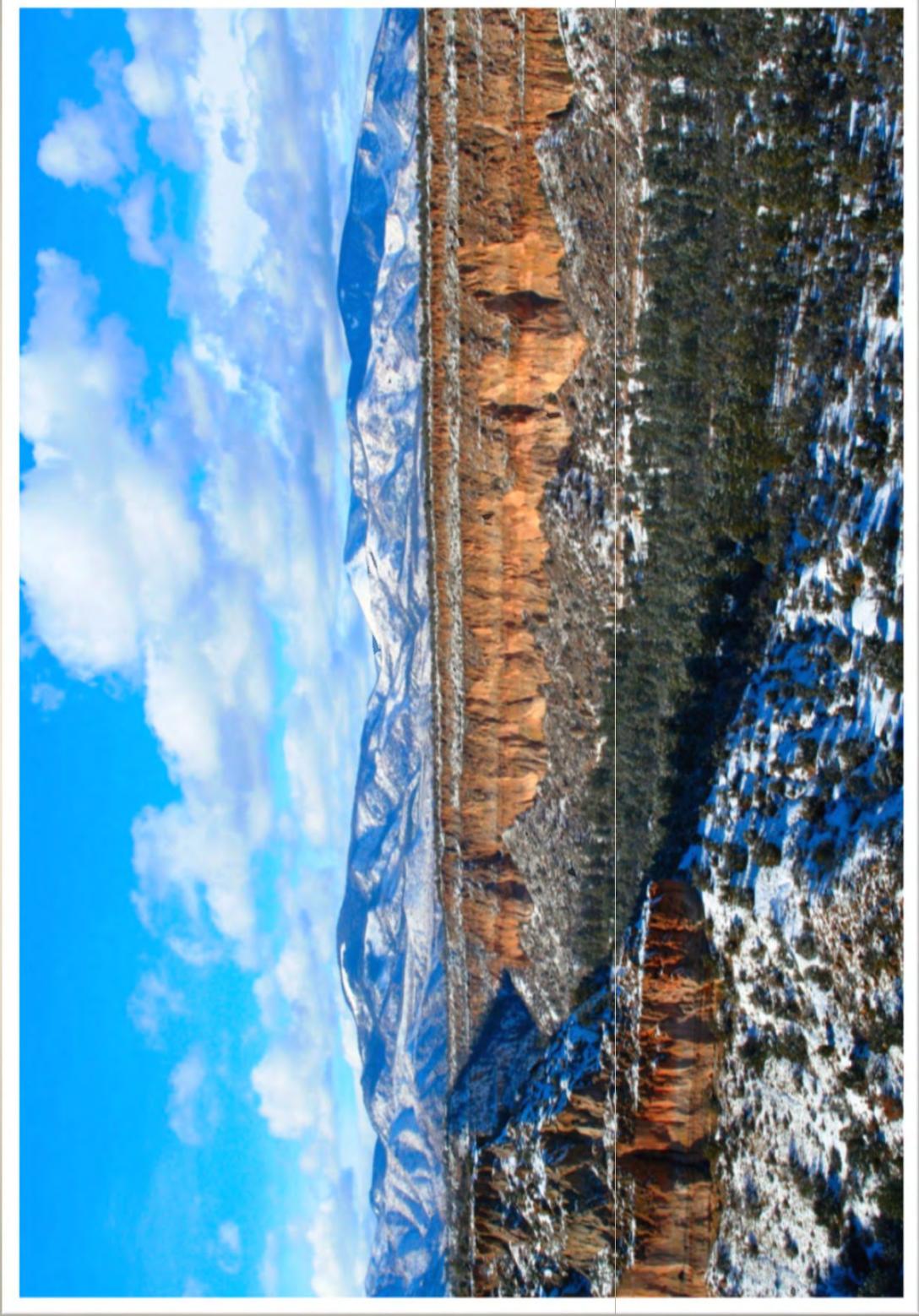
- A - Staff presentation - FY2020 Water and Wastewater Proposed rate Adjustments
- B - Code Ordinance 02-298 - Sewer Rates
- C - Code Ordinance 02-299 - Water Rates

# Water & Wastewater Rate Adjustment

Board of Public Utilities & County Council

FY 2020 thru FY 2022

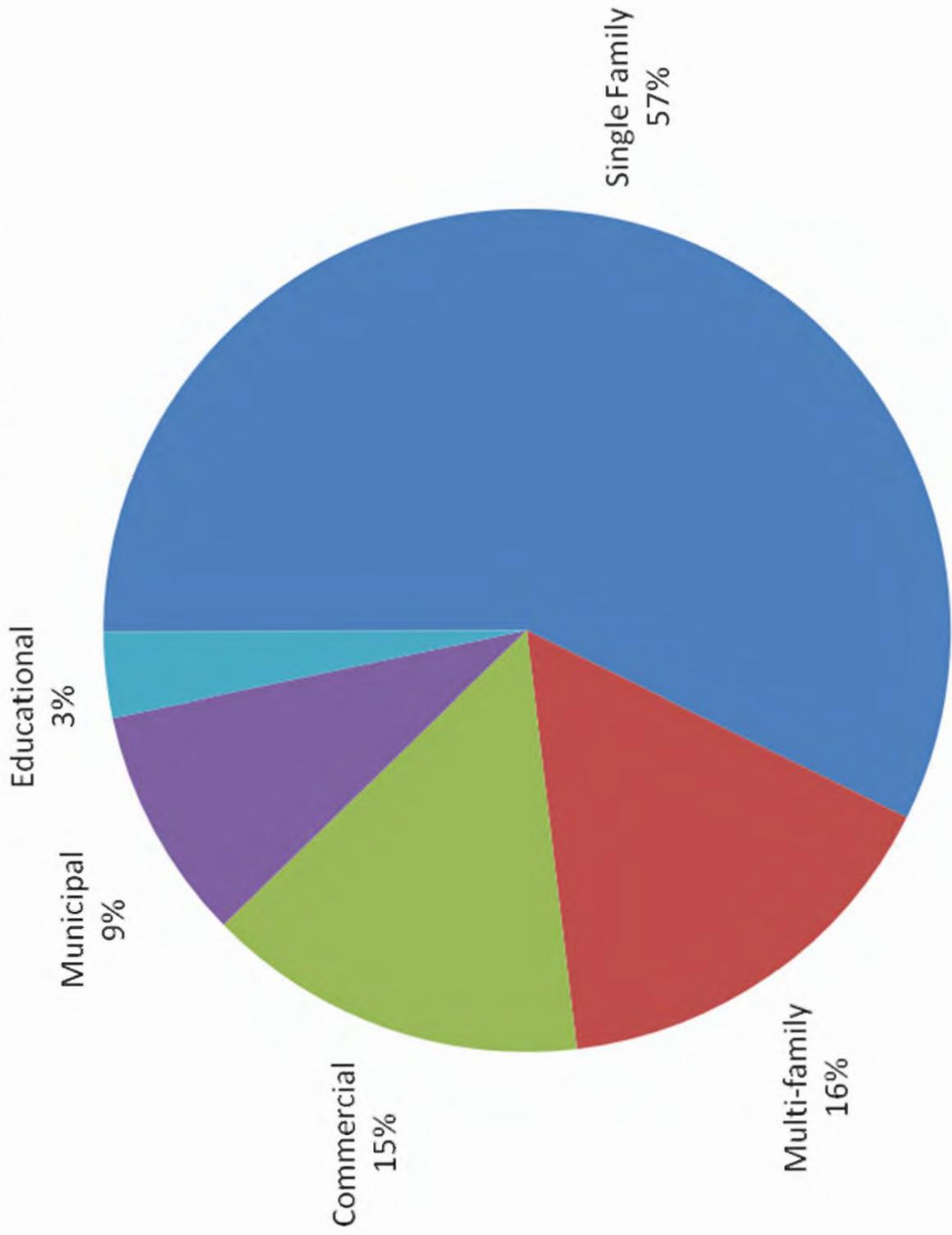
September thru November 2019 Meetings



## Water & Wastewater Financial Model Revisions

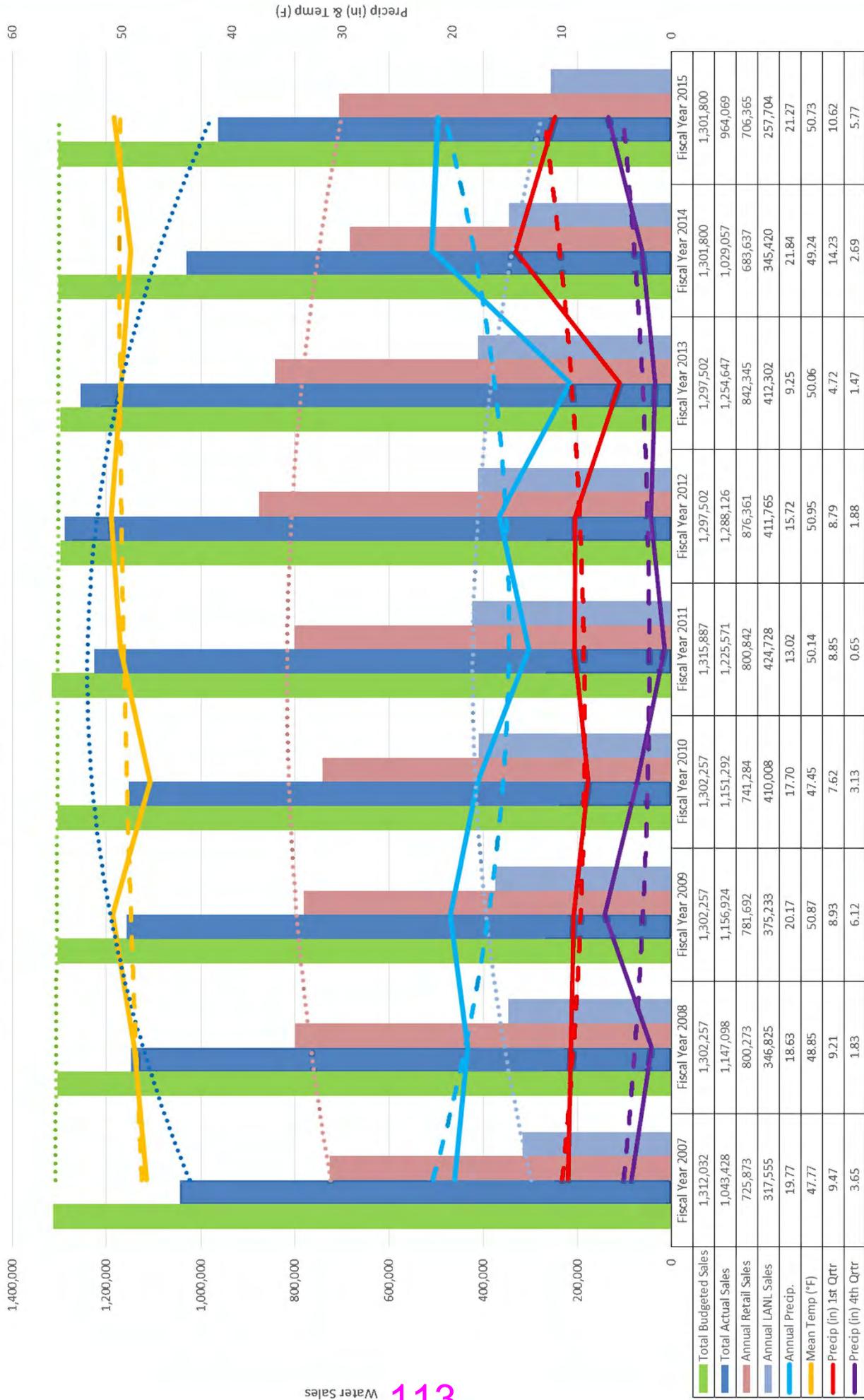
- Revised the timing of planned CIP projects to better stabilize the annual cash flow and cash balances of the various funds and sub-funds: WW Fund with WC & WT expenses split out; W Fund with DW & WP & NP expenses split out and with DW and WP (+NP) split out into separate sub-funds for accounting purposes.
- Kept the DW sub-fund free of debt service by maintaining all DW CIP projects as cash funded.
- FY 2016 & FY 2017 Meter Change Outs Completed by In-House Staff (Not Outside Contractor). Use of 2 Limited Term FTEs. LT FTEs Assigned to Meter Change Outs but Available to Assist During Emergencies. Potential for LT FTEs to Transition to Permanent FTE in DPU or Other County Departments in the Future.

# Water Consumption by Category



# FIG 1 - Budget vs Actual Water Sales w/ Precip. & Temp.

Budgeted versus Actual Water Sales with Precipitation & Temperature Variables



# FIG 4 - AWWA / System R & R – WP & DW

System Renewal & Replacement AWWA National Standard Percentages						
Asset Class	System Repair & Replacement Percentage			Present Worth Value of the GWS Group System	Annual Repair & Replacement National Standard (PWW) X (System R&R %)	
	Bottom Quartile	Median	Top Quartile		Bottom Quartile	Median
Water Supply	0.8%	1.5%	3.7%			
Water Treatment Facilities	0.7%	1.9%	5.0%			
Water Pump Station	0.6%	2.6%	5.5%			
Water Transmission and Distribution	1.0%	2.4%	4.5%			
Wastewater Collection	1.3%	2.5%	5.2%			
Wastewater Pump Stations	0.7%	2.1%	5.9%			
Wastewater Treatment	1.1%	2.2%	4.4%			
Water Production	0.775%	2.1%	4.675%	\$39,939,696	\$309,533	\$1,867,181
Water Distribution	1.0%	2.4%	4.5%	\$17,117,013	\$171,170	\$770,266
Wastewater Collection	1.0%	2.3%	5.55%	\$19,989,785	\$199,898	\$1,109,433
Wastewater Treatment	1.10%	2.20%	4.40%	\$13,326,524	\$146,592	\$586,367

**Future & Historic CIP Costs**

**\$750,000 (F) & \$1,500,000 (H)**

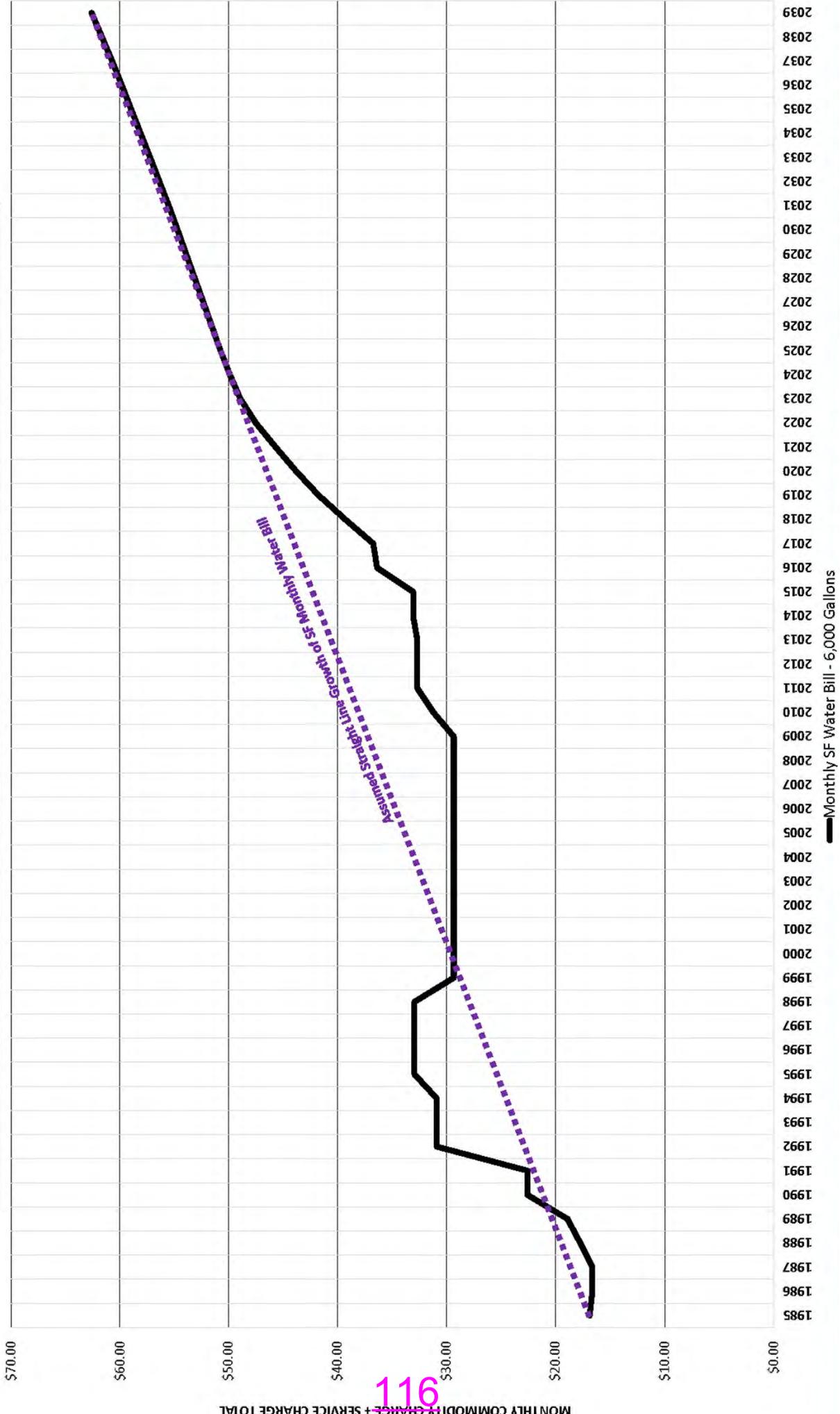
**\$500,000 (F) & \$750,000 (H)**

# DPU Financial Policy for Cash Reserves

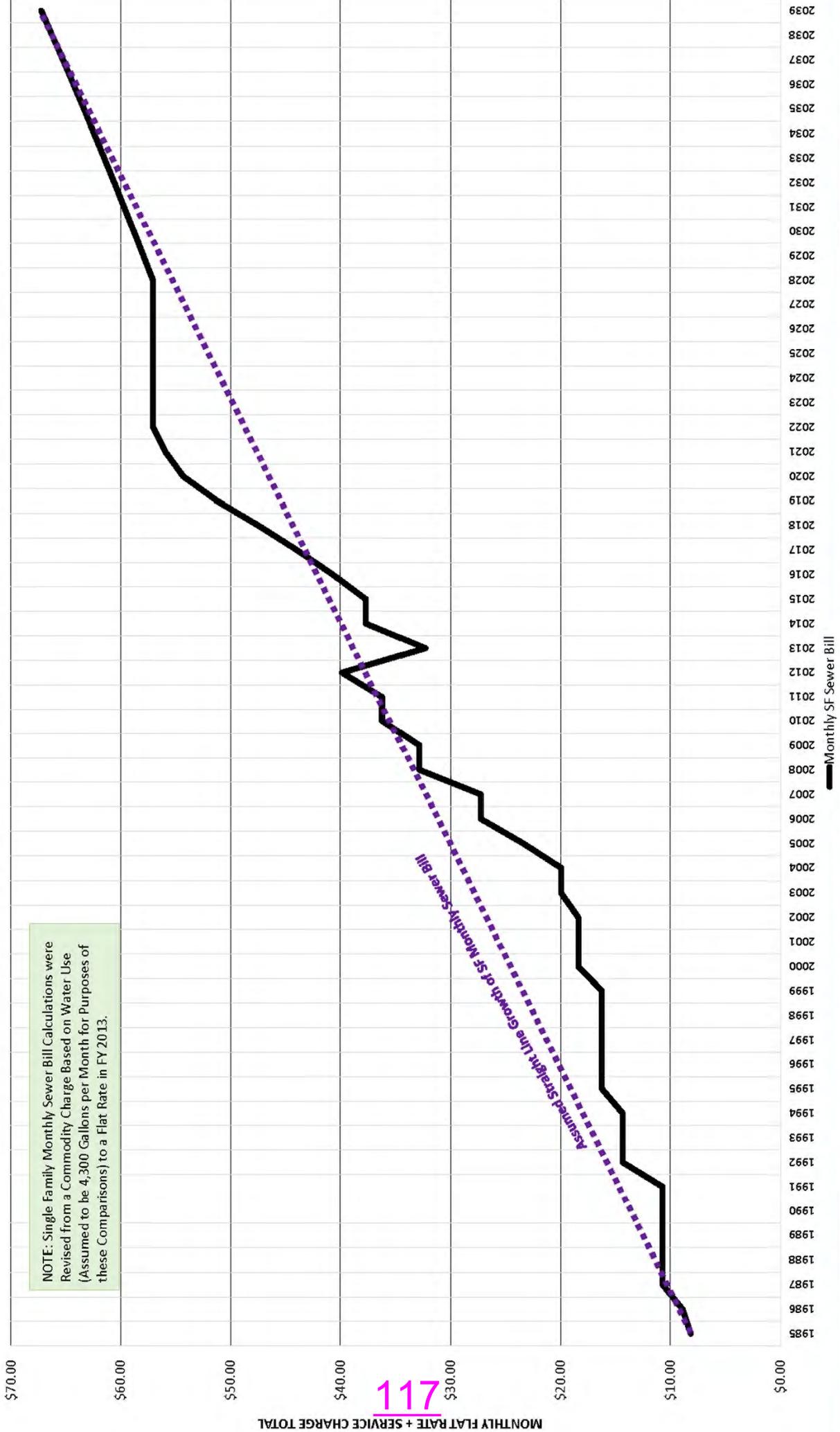
## In Each Utilities Sub Fund:

- 180-Days of Budgeted O&M Expenditures Recommended – or – 90-Days Minimum Floor
- Debt Service Reserve (Sufficient to Fund All Debt Service for the Following Year)
- Contingency Reserve (**Only One Occurrence in any Single Year**)
  - WP = \$750,000 Replace a Well House or Booster Station
  - DW = \$750,000 Replace a Water Tank
  - NP = \$750,000 Replace a Water Tank or Booster Station
- Retirement/Reclamation Reserve (**Only One Occurrence in any Single Year**)
  - WP = \$150,000 Abandon a Well House or Water Tank or Booster Station
  - DW = \$150,000 Abandon a Water Tank
  - NP = \$150,000 Abandon a Water Tank or Booster Station
- Cash Balance and Cost / Risk Sharing Between Water System Groups
  - DW and WP Group's Budget for Contingency and Retirement/Reclamation Reserves are Split 50/50
  - NP is Embedded Within WP so NP Reserves are Considered Covered by WP Reserve
- Actual (or Annualized) CIP Program Expenditures for the Following Year – or – The System's Annual Depreciation Plus 2.5% (whichever is greater) – **Future Discussion is Warranted**
  - WP = \$1,350,000 Compared to \$1,500,000 (H) & \$750,000 (F)
  - DW = \$575,000 Compared to \$750,000 (H) & \$500,000 (F)
  - NP = Not Calc'd Compared to \$210,000 (F) {From NP Master Plan}

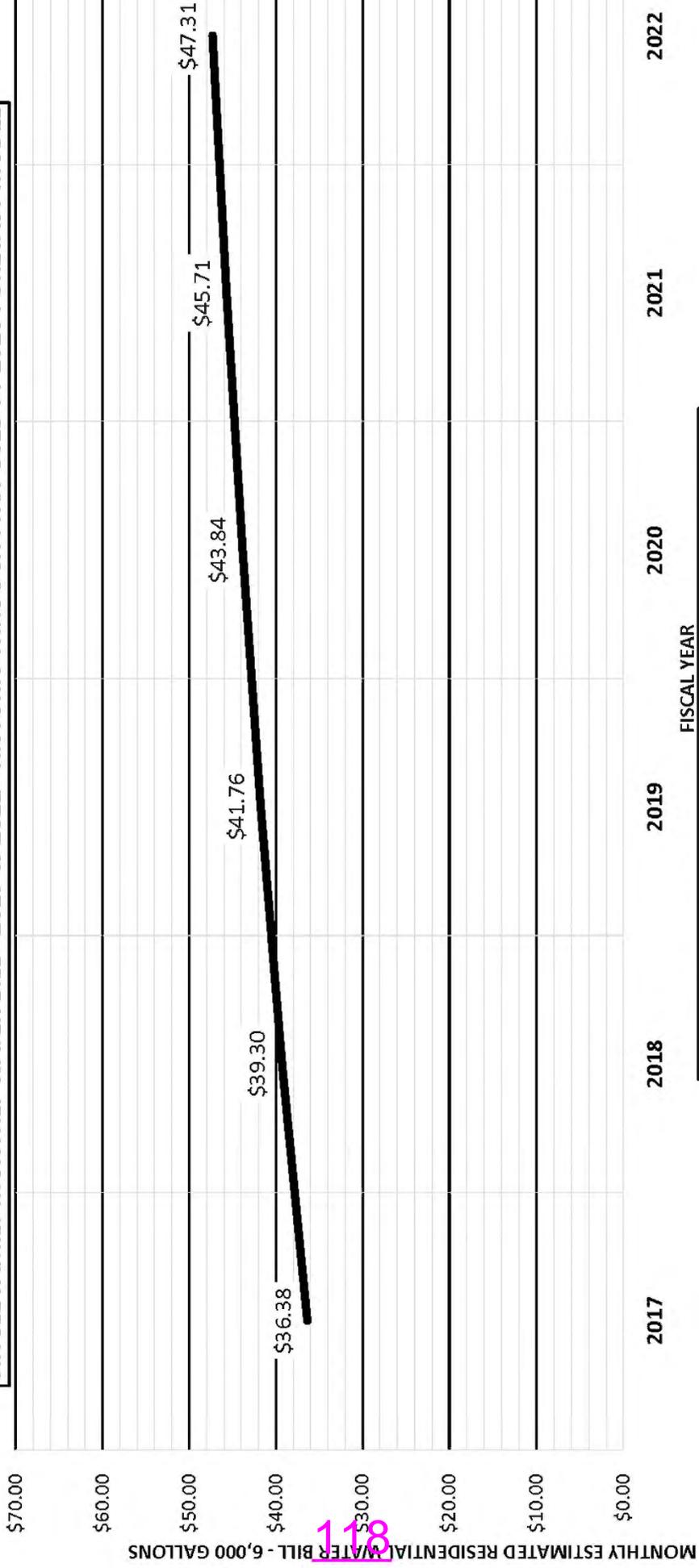
SINGLE FAMILY MONTHLY WATER BILL (6,000 Gallons) - 1985 to 2039 - HISTORIC THROUGH PROPOSED - FY 2020 FORECAST MODEL



**SINGLE FAMILY MONTHLY SEWER BILL - 1985 to 2039 - HISTORIC THROUGH PROPOSED FY 2020 FORECAST MODEL**



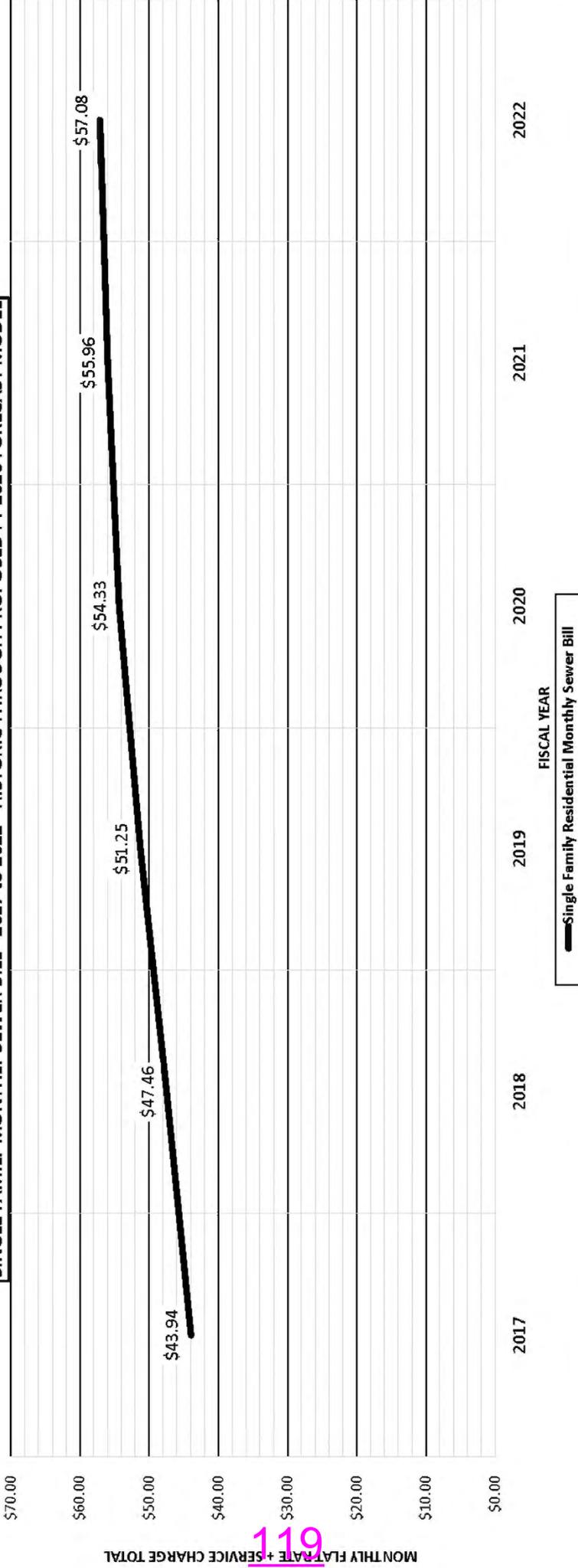
**SINGLE FAMILY MONTHLY WATER BILL - 2017 to 2022 - HISTORIC THROUGH PROPOSED FY 2020 FORECAST MODEL**



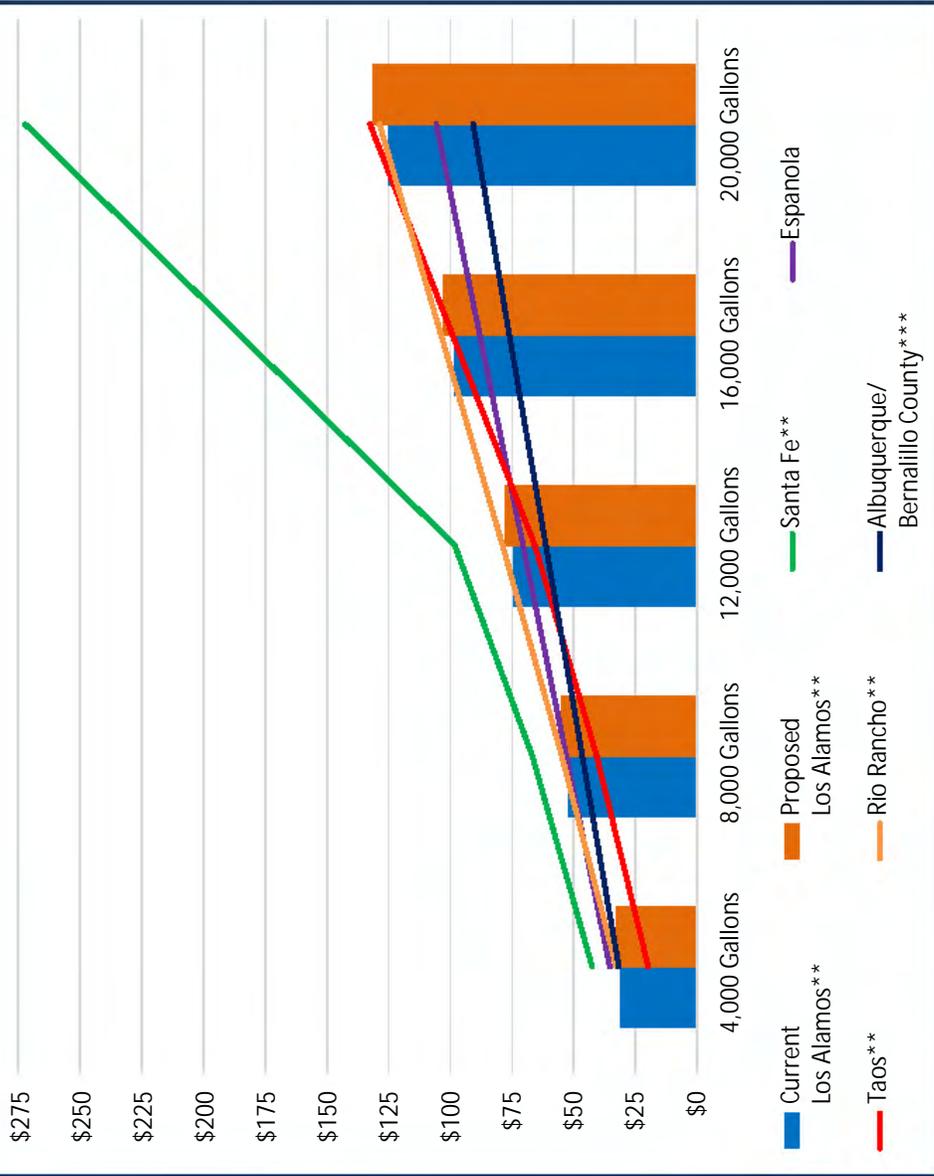
Single Family Residential Monthly Water Bill - 6,000 Gallons

1.18

**SINGLE FAMILY MONTHLY SEWER BILL - 2017 to 2022 - HISTORIC THROUGH PROPOSED FY 2020 FORECAST MODEL**



# Northern NM Communities Residential Water Rate Comparison



SAMPLE RESIDENTIAL BILL - Assuming 5/8" Meter & PEAK Season\*

Monthly Usage	Current Los Alamos**		Taos**	Santa Fe**	Espanola	Rio Rancho**	Albuquerque/Bernalillo County***	
	Current Los Alamos**	Proposed Los Alamos**					Bernalillo County***	Albuquerque/Bernalillo County***
4,000 Gallons	31.17	32.71	19.88	42.66	35.49	32.81	31.91	31.91
6,000 Gallons	41.75	43.81	28.22	54.78	44.26	43.45	39.27	39.27
8,000 Gallons	52.33	54.91	40.74	66.90	53.03	40.74	46.64	46.64
12,000 Gallons	74.48	78.16	65.78	98.22	70.56	78.91	61.36	61.36
14,000 Gallons	85.72	89.96	82.46	141.66	79.33	91.33	68.73	68.73
16,000 Gallons	98.06	102.92	99.14	185.10	88.10	103.75	76.09	76.09
20,000 Gallons	124.94	131.16	132.50	271.98	105.63	128.59	90.82	90.82
30,000 Gallons	192.14	201.76	215.90	489.18	149.47	190.69	127.64	127.64

\* For comparison purposes, August was used for all locations

\*\* Tiered or seasonal rates apply for this jurisdiction

\*\*\* Rates shown DO NOT include the surcharges for usage in excess of a citizen's water budget calculated by season and winter mean which can be up to 100% of commodity charge. Drought surcharges of up to 400 percent may also apply.

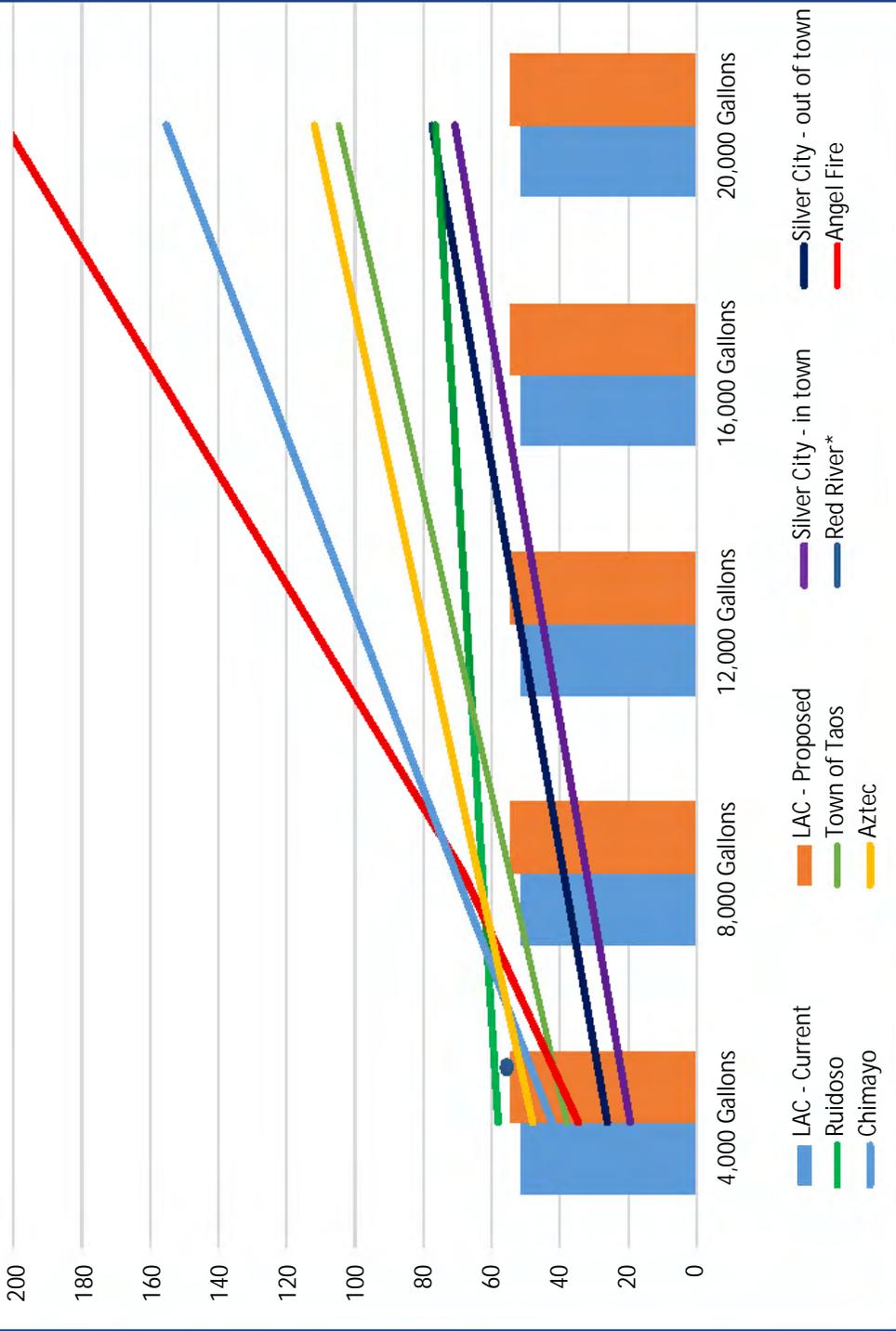
Projected Average Water Bill for Residential Customers - FY 2017 through FY 2022

	6,000 Gallon per Month Water Bill	Rate Increase Percentage	Additional Annual Cost Over Previous Year	Los Alamos Median Household Income *	Assumed Annual Income Increase	Percentage of Income Needed to Pay Water Bill	New Mexico Median Household Income**	Assumed Annual Income Increase	Percentage Needed To Pay Utility Bill
FY2017	\$36.38	10.00%	\$39.72	\$100,882	2.5%	0.43%	\$47,754	2.5%	0.91%
FY2018	\$39.29	8.00%	\$34.92	\$103,404	2.5%	0.46%	\$48,948	2.5%	0.96%
FY2019	\$41.75	6.25%	\$29.47	\$105,989	2.5%	0.47%	\$50,172	2.5%	1.00%
FY2020	\$43.83	5.00%	\$25.05	\$108,639	2.5%	0.48%	\$51,426	2.5%	1.02%
FY2021	\$45.70	4.25%	\$22.36	\$111,355	2.5%	0.49%	\$52,711	2.5%	1.04%
FY2022	\$47.52	4.00%	\$21.93	\$114,139	2.5%	0.50%	\$54,029	2.5%	1.06%

\* Source: Sperling's "Best Places", [www.bestplaces.net](http://www.bestplaces.net)

\*\* Source: [www.deptofnumbers.com/income/new-mexico/](http://www.deptofnumbers.com/income/new-mexico/)

# NM Mountainous Communities' Residential Sewer Rate Comparison



## RESIDENTIAL SEWER RATES: LOS ALAMOS VS. COMPARABLE COMMUNITIES

Monthly Usage	LAC - Current	LAC - Proposed	Silver City - in town	Silver City - out of town	Ruidoso	Town of Taos	Red River*	Angel Fire	Chimayo	Aztec
4,000 Gallons	51.24	54.32	19.34	26.10	58.04	38.02	34.59	42.26	47.95	
6,000 Gallons	51.24	54.32	25.76	32.52	60.34	46.36	34.59	56.38	55.95	
8,000 Gallons	51.24	54.32	32.18	38.94	62.64	54.70	68.16	70.50	63.95	
12,000 Gallons	51.24	54.32	45.02	51.78	67.24	71.38	112.92	98.74	79.95	
14,000 Gallons	51.24	54.32	51.44	58.20	69.54	79.72	135.30	112.86	87.95	
16,000 Gallons	51.24	54.32	57.86	64.62	71.84	88.06	157.68	126.98	95.95	
20,000 Gallons	51.24	54.32	70.70	77.46	76.44	104.74	202.44	155.22	111.95	
30,000 Gallons	51.24	54.32	102.80	109.56	87.94	146.44	314.34	225.82	151.95	

\* Available data for Red River is for Dec. 2015, 6 kgal only.

Projected Average Sewer Bill for Residential Customers - FY 2017 through FY 2022

Fiscal Year	Monthly Sewer	Rate Increase Percentage	Additional Annual Cost Over Previous Year	Los Alamos Median Household Income *	Assumed Annual Income Increase	Percentage of Income Needed to Pay Sewer Bill	New Mexico Median Household Income **	Assumed Annual Income Increase	Percentage of Income Needed to Pay Sewer Bill
FY2017	\$43.94	8.00%	\$39.00	\$105,902	2.5%	0.50%	\$46,748	2.5%	1.13%
FY2018	\$47.46	8.00%	\$42.18	\$108,550	2.5%	0.52%	\$47,917	2.5%	1.19%
FY2019	\$51.25	8.00%	\$45.56	\$111,263	2.5%	0.55%	\$49,115	2.5%	1.25%
FY2020	\$54.32	6.00%	\$36.82	\$114,045	2.5%	0.57%	\$50,342	2.5%	1.29%
FY2021	\$55.95	3.00%	\$19.56	\$116,896	2.5%	0.57%	\$51,601	2.5%	1.30%
FY2022	\$57.07	2.00%	\$13.44	\$119,818	2.5%	0.57%	\$52,891	2.5%	1.29%

\* 2017 data point from <https://www.census.gov/quickfacts/fact/table/losalamoscountynewmexico/PST045217> - 2012-2016 data, 2016 dollars

\*\* <https://www.deptofnumbers.com/income/new-mexico/> - 2016 data

**FY 2020 Rate Adjustment 10-Year Forecast - Wastewater Fund (WC + WT) - Revenue / Expense / Cash Balance**

\$14,000,000

\$12,000,000

\$10,000,000

\$8,000,000

\$6,000,000

\$4,000,000

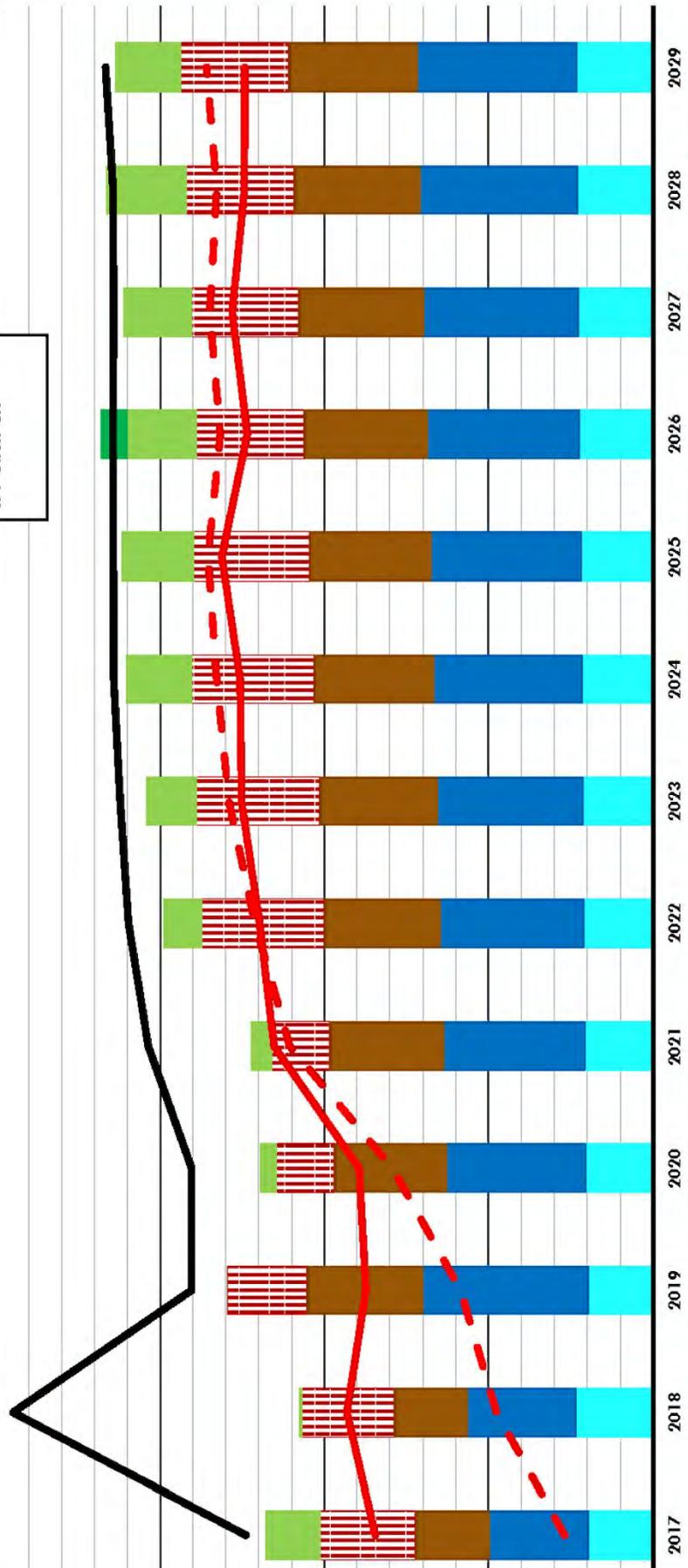
\$2,000,000

\$0

FY 2018 \$2.5 Million Transfer from Gas Fund to WW Fund for White Rock WWTP Project

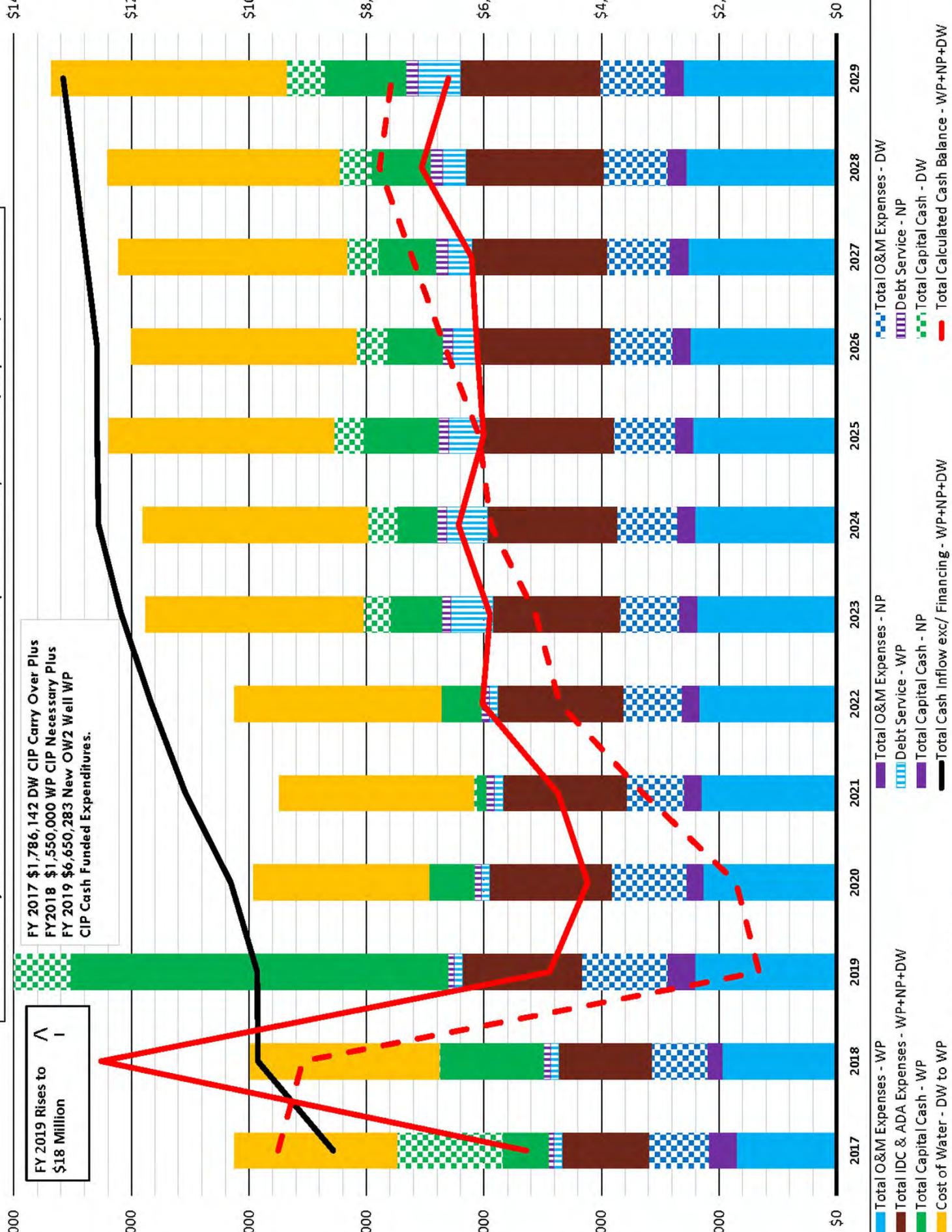
FY 2026 \$317,000 Single Planned Equipment Expenditure For WT Cash CIP

124



- Total O&M Expenses - WC
- ▨ Debt Service - WT Only
- Total Cash Inflow (exc/ Financing)
- Total O&M Expenses - WT
- Total Capital Cash - WC
- Total O&M Expenses - WW Fund IDC & ADA
- ▨ Total Capital Cash - WT
- Recommended Cash Balance - WW Fund

**FY 2020 Rate Adjustment 10-Year Forecast - Water Fund (WP + NP + DW) - Revenue / Expense / Cash Balance**



FY 2019 Rises to \$18 Million

FY 2017 \$1,786,142 DW CIP Carry Over Plus  
 FY2018 \$1,550,000 WP CIP Necessary Plus  
 FY 2019 \$6,650,283 New OW2 Well WP  
 CIP Cash Funded Expenditures.

## CONCLUSIONS & RECOMMENDATIONS

- Aggressive Early Year Rate Increases Are Required if the Dual Goals of Funding a CIP Adequate to Upgrade the Total Water System to an Acceptable Condition and Creating Annual Cash Balances that Meet Financial Policy Objectives are to be Achieved
- Stating the Obvious – The Timing of WP Rate Increases is a Significant Driver of DW Rate Increase Requirements
- Early Rate Increases Could be Eased Slightly if the Goal of Creating Annual Cash Balances that Meet Financial Policy Objectives is Delayed Until the End of the 20-Year Report Period (FY2036)
- It is Not Recommended to Further Delay or Expand the Time Period for Any System's CIP Program
- Alternative Forty has Been Recommended for Adoption and Water Enterprise Fund Financial Planning by the Board of Public Utilities

## SUMMARY & WRAP UP

- The Different Scenarios (Except for Alternative Scenario Thirty) Do Not Have a Significant Differential Impact to Individual Water Bills, Therefore It Appears as Though The Question of Which Rate Structure Scenario to Select Boils Down to BPU Deciding How Rates Should Change From Year to Year
- Alternative Scenario Thirty is Not Recommended Due to an Excessively Low Cash Balance Throughout the 20-Year Study Period and High Later Year Rates.
- Alternative Scenario Fifty is Not Recommended Due to an Excessively High Cash Balance Through the First 14 Years of the Study Period
- Alternative Scenario Ten Has a Good Cash Balance. However, Ten's Cash Balance is Consistently Higher Than the Recommended Cash Balance Goal. Ten Has Some Early Year Excess Revenue Regarding NP Water System Expense Coverage But Has a Decent WP to NP Rate Differential Throughout the 20-Year Study Period.
- Alternative Scenario Twenty Has a Good Cash Balance. However, Twenty's Cash Balance is Consistently Lower Than the Recommended Cash Balance Goal. Twenty Meets NP System Expense Full Coverage (FY2033) Without Early Excess Revenue and Has a Very Good WP to NP Rate Differential Throughout the 20-Year Study Period.
- Alternative Scenario Forty Has a Good Cash Balance With the Earliest (FY2020) Match Point. Forty's Cash Balance Fluctuates Slightly Under or Over the Recommended Cash Balance Goal. Forty Has the Earliest NP System Expense Full Coverage (FY2029) Without Early Excess Revenue and Has a Good WP to NP Rate Differential Throughout the 20-Year Study Period.

## Final Steps

- Approve the Conceptual 20-Year CIP Program Objectives and Schedule
- Select a Final Scenario Model That Meets DPU Goals
- Develop a Proposed 20-Year Rate Structure Based on the Output of the Selected Final Scenario Model
- Develop a Multi-Year Water Systems Rate Structure Understanding That Would Be Available for Implementation in FY2018
- Annually Refine the Selected Model Data Sets and Assumptions
- Annually Review and Potentially Revise Proposed Future Rates Based on the Best Available Data and Refined Model Output

# Questions?

Deputy Utilities Manager – Gas, Water, Sewer  
Department of Public Utilities

662-8215

[jack.richardson@lacnm.us](mailto:jack.richardson@lacnm.us)

**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-298**

**AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, SECTIONS 40-201  
AND 40-202 OF THE CODE OF THE INCORPORATED COUNTY OF  
LOS ALAMOS PERTAINING TO THE SEWAGE SERVICE RATE SCHEDULE  
AND DETERMINATION OF CHARGES**

**WHEREAS**, the Incorporated County of Los Alamos, New Mexico ("County") operates a Department of Public Utilities to provide utility services to its citizens; and

**WHEREAS**, County utilizes a Board of Public Utilities ("BPU") to oversee the Department of Public Utilities; and

**WHEREAS**, among the responsibilities of the BPU is ensuring that the proper utilization of existing operating funds, capital and personnel resources in order to maintain an acceptable level of service; and

**WHEREAS**, the BPU is also charged with identifying and planning any needed expansion and extensions of the existing utility system; and

**WHEREAS**, the BPU must further ensure the effective and harmonious operation of the Utilities Department using County resources; and

**WHEREAS**, it is the further duty of the BPU to prepare a plan for routine operations, capital expansion of the systems and replacement activities; and

**WHEREAS**, while engaging in this planning activity, the BPU has recognized routine operating cost increases resulting from inflationary pressures that must be covered through revenues in order to maintain appropriate levels of service to the citizens of the County; and

**WHEREAS**, while engaging in this planning activity, the BPU has also come to realize that County must engage in capital upgrades to the sanitary sewer system in order to maintain appropriate levels of service to the citizens of the County.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE  
INCORPORATED COUNTY OF LOS ALAMOS, as follows:**

**Section 1.** Section 40-201 of the Los Alamos County Code of Ordinances is amended to read as follows:

Sec. 40-201. - Sewage service rate schedules.

(a) Residential rate service schedule 6-A is applicable only for normal domestic sewer service for individual residences, dwelling units and ~~individual~~ apartments, where each unit is individually metered for water.

(b) Residential rate service schedule 6-G is applicable only for normal domestic sewer service for multi-family dwelling units, ~~individual~~ apartments, and subdivisions or residential complexes where each unit is not individually metered by the county for water.

(c) Commercial rate service schedule 6-K is applicable to all nonresidential sewer services.

(d) Customer charges. Each account shall be billed a customer charge of ~~\$11.09~~ \$11.76 per month per account for billings processed through June 30, 2020; \$12.11 per month per account for billings processed after June 30, 2020; and \$12.35 per month per account for billings processed after June 30, 2021.

(e) Fixed charges.

- (1) To each customer billed under rate service schedule 6-A, ~~\$40.15~~ \$42.56 per month per dwelling unit for billings processed through June 30, 2020; \$43.84 per month per dwelling unit for billings processed after June 30, 2020; and \$44.72 per month per dwelling unit for billings processed after June 30, 2021.
- (2) To each customer billed under rate service schedule 6-G ~~\$33.45~~ \$35.46 per month per dwelling unit for billings processed through June 30, 2020; \$36.52 per month per dwelling unit for billings processed after June 30, 2020; and \$37.25 per month per dwelling unit for billings processed after June 30, 2021.
- (3) To each customer billed under rate service schedule 6-K:

Water Meter Size	Service Charge Per Month
Under 2 inch	Reserved
2 inch	Reserved
3 inch	Reserved
4 inch	Reserved
6 inch	Reserved

(f) Variable rate. The variable rate shall be applicable to customers billed under rate service schedule 6-K. The variable rate shall be ~~\$18.90~~ \$20.03 per 1,000 gallons for billings processed through June 30, 2020; \$20.63 per 1,000 gallons for billings processed after June 30, 2020; and \$21.04 per 1,000 gallons for billings processed after June 30, 2021.

**Section 2.** Section 40-202 of the Los Alamos County Code of Ordinances is amended to read as follows:

Sec. 40-202. - Determination of charges.

(a) Residential customers will be billed for sewer service the customer charge pursuant to section 40-201 (d) plus the fixed charge applicable pursuant to section 40-201 (e) plus, if applicable, charges under section 40-203. For calculation of charges under section 40-203 the volume measurement for residential customers will be 1,000 gallons multiplied by the number of occupants of the residence.

(b) Commercial customers will be billed for sewer service the customer charge applicable pursuant to section 40-201 (d) plus, if applicable, charges under section 40-203, plus an amount equal to the variable rate multiplied by the customer's adjusted monthly average usage of potable water, as metered during the previous winter measuring period or other measuring period as determined appropriate by the department of public utilities based on seasonal or other nontraditional water usage pattern. The minimum variable amount shall be 2,000 gallons.

(c) Adjustment factor. ~~An adjustment factor to convert the expected billing volume to the volume expected to be treated shall be added to all volume based billings. This factor shall be eight percent.~~ Reserved.

(d) The winter measuring period is defined as the three consecutive billing periods beginning with the first billing period with a billing date in the month of December. The monthly average usage of potable water metered during the winter measuring period shall apply for a 12-month period beginning on the first day of the billing cycle that falls in the month of April of the year in which the winter measuring period ends.

(e) In the event the customer's water usage was initiated after the commencement of the previous winter measuring period, the monthly average usage of potable water shall be deemed to be equal to the average monthly usage of potable water for other comparable customers within the same class in the county.

**Section 3. Effective Date.** This ordinance shall become effective upon adoption with the amended rates being applied at the next billing following the effective date of the ordinance.

**Section 4. Severability.** Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 5. Repealer.** All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**ADOPTED** this 26<sup>th</sup> day of November, 2019.

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

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**Sara C. Scott  
Council Chair**

**ATTEST: (SEAL)**

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

**INCORPORATED COUNTY OF LOS ALAMOS CODE ORDINANCE NO. 02-299**

**AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, SECTIONS 40-171  
40-172, 40-173, and 40-175 OF THE CODE OF THE INCORPORATED COUNTY OF  
LOS ALAMOS PERTAINING TO WATER SERVICE RATE SCHEDULES**

**WHEREAS**, the Incorporated County of Los Alamos, New Mexico (“County”) operates a Department of Public Utilities to provide utility services to its citizens; and

**WHEREAS**, County utilizes a Board of Public Utilities (“BPU”) to oversee the Department of Public Utilities; and

**WHEREAS**, among the responsibilities of the BPU is ensuring the proper utilization of existing operating funds, capital and personnel resources to maintain an acceptable level of service; and

**WHEREAS**, the BPU is also charged with identifying and planning needed expansion and extensions of the existing utility system; and

**WHEREAS**, the BPU must further ensure the effective and harmonious operation of the Utilities Department using County resources; and

**WHEREAS**, it is the further duty of the BPU to prepare a plan for routine operations, capital expansion of the systems and replacement activities; and

**WHEREAS**, while engaging in this planning activity, the BPU has recognized routine operating cost increases resulting from inflationary pressures that must be covered through revenues in order to maintain appropriate levels of service to the citizens of the County; and

**WHEREAS**, while engaging in this planning activity, the BPU has also come to realize that County must engage in capital upgrades to the potable and non-potable water production and distribution systems in order to maintain appropriate levels of service to the citizens of the County.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE  
INCORPORATED COUNTY OF LOS ALAMOS, as follows:**

**Section 1.** Section 40-171 of the Los Alamos County Code of Ordinances is amended to read as follows:

Sec. 40-171. - Potable water rate schedule 8-A.

(a) *Applicability.* Potable water rate schedule 8-A is applicable to all classes of retail customers whether commercial, residential or otherwise. The rate shall consist of a service charge plus a water consumption charge.

(b) *Service charge.*

Water Meter Size	Service Charge Per Meter Per Month	<u>Service Charge Per Meter Per Month</u>		
		<u>Until 06/29/2020</u>	<u>From 06/30/2020 to 6/29/2021</u>	<u>After 06/30/2021</u>
1¼ inch and under	\$ 10.01	<u>\$10.51</u>	<u>\$10.96</u>	<u>\$11.40</u>
1½ inch	31.71	<u>\$33.30</u>	<u>\$34.71</u>	<u>\$36.10</u>
2-inch	47.33	<u>\$49.70</u>	<u>\$51.81</u>	<u>\$53.88</u>
2½ inch, 3-inch	93.40	<u>\$98.07</u>	<u>\$102.24</u>	<u>\$106.33</u>
4-inch	159.05	<u>\$167.00</u>	<u>\$174.10</u>	<u>\$181.06</u>
6-inch	335.76	<u>\$352.55</u>	<u>\$367.53</u>	<u>\$382.23</u>
8-inch	554.76	<u>\$582.50</u>	<u>\$607.25</u>	<u>\$631.54</u>

(b) *Water consumption charge.* The water consumption charge shall be charged to each customer billed under rate schedule 8-A according to the following schedules:

<u>Consumption Oct—Apr (Non-Peak Season)</u> <u>Commodity Rate Per 1,000 Gallons</u>				<u>Consumption May—Sept (Peak Season)</u> <u>Commodity Rate Per 1,000 Gallons</u>			
Monthly usage	<9,000 gal	9—15,000 gal	>15,000 gal	Monthly usage	<9,000 gal	9—15,000 gal	>15,000 gal
Residential	5.29	5.29	5.29	Residential	5.29	5.62	6.72
Multi-family	5.29	5.29	5.29	Multi-family	5.29	5.56	5.68
Commercial	5.29	5.29	5.29	Commercial	5.29	5.29	5.29
County/Schools	5.29	5.29	5.29	County/Schools	5.29	5.29	5.29

<u>Consumption October 1 through April 30 (Non-Peak Season)</u>					
<u>Commodity Rate per 1,000 Gallons</u>					
	<u>Monthly Consumption</u>		<u>9,000 gal or less</u>	<u>over 9,000 gal to 15,000 gal</u>	<u>over 15,000 gal</u>
<u>Single Family Residential</u>	<u>through 06/30/2020</u>		<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>After 06/30/2020 to 06/29/2021</u>		<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 06/30/2021</u>		<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>
<u>Multi-Family Residential</u>	<u>through 06/30/2020</u>		<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>After 06/30/2020 to 06/29/2021</u>		<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 06/30/2021</u>		<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>
<u>Commercial</u>	<u>through 06/30/2020</u>		<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>After 06/30/2020 to 06/29/2021</u>		<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 06/30/2021</u>		<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>
<u>County/Schools</u>	<u>through 06/30/2020</u>		<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>After 06/30/2020 to 06/29/2021</u>		<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 06/30/2021</u>		<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>

<u>Consumption May 1 through September 30 (Peak Season)</u>					
<u>Commodity Rate per 1,000 Gallons</u>					
	<u>Monthly Consumption</u>		<u>9,000 gal or less</u>	<u>over 9,000 gal to 15,000 gal</u>	<u>over 15,000 gal</u>
<u>Single Family Residential</u>	<u>through 06/30/2020</u>		<u>\$5.55</u>	<u>\$5.90</u>	<u>\$7.06</u>
	<u>After 06/30/2020 to 06/29/2021</u>		<u>\$5.79</u>	<u>\$6.15</u>	<u>\$7.36</u>
	<u>After 06/30/2021</u>		<u>\$6.02</u>	<u>\$6.40</u>	<u>\$7.65</u>
<u>Multi-Family Residential</u>	<u>through 06/30/2020</u>		<u>\$5.55</u>	<u>\$5.84</u>	<u>\$5.96</u>
	<u>After 06/30/2020 to 06/29/2021</u>		<u>\$5.79</u>	<u>\$6.09</u>	<u>\$6.22</u>
	<u>After 06/30/2021</u>		<u>\$6.02</u>	<u>\$6.33</u>	<u>\$6.47</u>
<u>Commercial</u>	<u>through 06/30/2020</u>		<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>After 06/30/2020 to 06/29/2021</u>		<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 06/30/2021</u>		<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>
<u>County/Schools</u>	<u>through 06/30/2020</u>		<u>\$5.55</u>	<u>\$5.55</u>	<u>\$5.55</u>
	<u>After 06/30/2020 to 06/29/2021</u>		<u>\$5.79</u>	<u>\$5.79</u>	<u>\$5.79</u>
	<u>After 06/30/2021</u>		<u>\$6.02</u>	<u>\$6.02</u>	<u>\$6.02</u>

Note: Multi-family includes dwelling units and apartments as defined in section 40-201.

**Section 2.** Section 40-173 of the Los Alamos County Code of Ordinances is amended to read as follows:

Sec. 40-173. - Non-potable water rate charge.

The water consumption rate for non-potable water, including effluent reuse water, shall be ~~\$2.66 per 1,000 gallons.~~ \$2.79 per 1,000 gallons for consumption through 06/30/2020, \$2.91 per 1,000 gallons for consumption after 06/30/2020, and \$3.03 per 1,000 gallons for consumption after 06/30/2021.

**Section 3.** Section 40-175 of the Los Alamos County Code of Ordinances is amended to read as follows:

Sec. 40-175. - Bulk delivery rate schedule 8-D.

(a) Applicability. Schedule 8-D is applicable to all bulk water sold and delivered to bulk points of delivery. The rate shall consist of a service charge plus a water consumption charge.

(b) The bulk delivery rate for water sold and delivered to bulk points of delivery shall be ~~\$3.63 per 1,000 gallons.~~ \$3.81 per 1,000 gallons for consumption through 06/30/2020, \$3.97 per 1,000 gallons for consumption after 06/30/2020, and \$4.13 per 1,000 gallons for consumption after 06/30/2021.

(c) The customer service charge for water sold and delivered to bulk points of delivery shall be ~~\$684.14~~ \$718.35 per month per customer for service through 06/30/2020, \$748.88 per month per customer for service after 06/30/2020, and \$778.84 per month per customer for service after 06/30/2021.

**Section 4. Effective Date.** This ordinance shall become effective upon adoption with the amended rates being applied at the next billing following the effective date of the ordinance.

**Section 5. Severability.** Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 6. Repealer.** All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**ADOPTED** this 26<sup>th</sup> day of November, 2019.

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

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**Sara C. Scott  
Council Chair**

**ATTEST: (SEAL)**

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



**County of Los Alamos**  
**Staff Report**  
**September 18, 2019**

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 8.A  
**Index (Council Goals):** \* 2019 Council Goal - N/A  
**Presenters:** Board of Public Utilities  
**Legislative File:** 12309-19

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**Title**

Status Reports

**Body**

Each month the Board receives in the agenda packet informational reports on various items. No presentation is given, but the Board may discuss any of the reports provided.

**Attachments**

- A - Electric Reliability Report
- B - Accounts Receivables Report
- C - Safety Report

# **STATUS REPORTS**

## **ELECTRIC RELIABILITY**

# Los Alamos County Utilities



## Electric Distribution Reliability

September 18, 2019

Stephen Marez  
Electrical Engineering Manager

Electric Distribution Reliability Study  
Twelve Month Outage History

Prepared by Stephen Marez  
Senior Engineer L.A.C.U.

Date	Call Rcd.	Circuit	Cause	Start Time	End Time	Duration	Customers Affected (Meters)	Combined Outage Durations	Total Outage H:M:S	Running SAIDI
9/1/2018	Utilities	WR2	URD Failure	5:00	8:30	3:30	21	73:30:00	73:30:00	0:00:29
9/3/2018	Utilities	WR1	OH Failure	13:30	16:30	3:00	15	45:00:00	118:30:00	0:00:47
9/4/2018	Utilities	WR1	Weather	17:50	19:30	1:40	15	25:00:00	143:30:00	0:00:57
9/13/2018	Utilities	WR1	HUMAN	14:45	15:15	0:30	14	7:00:00	150:30:00	0:01:00
9/13/2018	Utilities	WR2	URD Failure	9:30	11:15	1:45	24	42:00:00	192:30:00	0:01:17
10/3/2018	Utilities	WR2	URD Failure	8:00	11:30	3:30	7	24:30:00	217:00:00	0:01:26
11/13/2018	Utilities	13	SAFETY	9:45	15:00	5:15	87	456:45:00	673:45:00	0:04:28
11/23/2018	Utilities	13	URD Failure	11:45	12:00	0:15	7	1:45:00	675:30:00	0:04:29
11/30/2018	Utilities	13	TREE	19:00	20:52	1:52	15	28:00:00	703:30:00	0:04:40
11/30/2018	Utilities	13	TREE	19:00	0:00	5:00	15	75:00:00	778:30:00	0:05:10
2/4/2019	Utilities	WR2	HUMAN	9:30	9:34	0:04	961	64:04:00	842:34:00	0:05:35
2/8/2019	Utilities	WR2	URD Failure	15:57	17:15	1:18	25	32:30:00	875:04:00	0:05:48
2/14/2019	Utilities	WR1	URD Failure	4:00	6:00	2:00	30	60:00:00	935:04:00	0:06:12
3/3/2019	Utilities	EA4	OH Failure	14:41	17:45	3:04	15	46:00:00	981:04:00	0:06:30
3/12/2019	Utilities	WR2	OH Failure	14:30	14:58	0:28	13	6:04:00	987:08:00	0:06:33
3/12/2019	Utilities	13	TREE	3:00	9:40	6:40	104	693:20:00	1680:28:00	0:11:09
3/12/2019	Utilities	13	TREE	3:00	0:00	21:00	12	252:00:00	1932:28:00	0:12:49
3/12/2019	Utilities	13	TREE	14:30	17:10	2:40	1541	4109:20:00	6041:48:00	0:40:05
3/12/2019	Utilities	13	TREE	16:30	20:30	4:00	114	342:00:00	6383:48:00	0:42:21
3/12/2019	Utilities	15	TREE	15:00	16:30	1:30	2	8:00:00	6391:48:00	0:42:24
3/12/2019	Utilities	15	TREE	16:30	17:10	0:40	10	21:40:00	6413:28:00	0:42:33
4/15/2019	Utilities	16	OH Failure	7:00	9:30	2:30	7	17:30:00	6430:58:00	0:42:40
5/22/2019	Utilities	14	URD Failure	15:00	18:15	3:15	5	16:15:00	6447:13:00	0:42:46
5/22/2019	Utilities	16	OH Failure	22:00	23:30	1:30	120	180:00:00	6627:13:00	0:43:58
5/27/2019	Utilities	WR1	URD Failure	17:00	23:30	6:30	10	65:00:00	6692:13:00	0:44:24
6/14/2019	Utilities	16	OH Failure	21:30	2:30	5:00	6	30:00:00	6722:13:00	0:44:36
8/15/2019	Utilities	18	URD Failure	11:35	12:00	0:25	189	78:45:00	6800:58:00	0:45:07
8/15/2019	Utilities	18	URD Failure	11:35	13:00	1:25	24	34:00:00	6834:58:00	0:45:20
8/16/2019	Utilities	16	Weather	16:45	19:00	2:15	40	90:00:00	6924:58:00	0:45:56
8/21/2019	Utilities	16	URD Failure	10:00	12:25	2:25	24	58:00:00	6982:58:00	0:46:19
8/21/2019	Utilities	16	URD Failure	10:00	15:00	5:00	14	70:00:00	7052:58:00	0:46:47
8/21/2019	Utilities	13	TREE	18:00	19:00	1:00	7	7:00:00	7059:58:00	0:46:50
8/30/2019	Utilities	13	URD Failure	3:15	9:30	6:15	36	225:00:00	7284:58:00	0:48:19



Twelve Month History	AUGUST 2019	
Total # Accounts	9045	
Total # Interruptions	32	
Sum Customer Interruption Durations	7284:58:00	hours:min:sec
# Customers Interrupted	3569	
SAIFI (APPA AVG. = 1.0)	.39	int./cust.
SAIDI (APPA AVG. = 1:00)	00:48	hours:min
CAIDI	2:03	hours:min/INT
ASAI	99.9996%	% available

- SAIFI - System Average Interruption Frequency Index**  
 A measure of interruptions per customer (Per Year)

$$\text{SAIFI} = \frac{\text{(Total number of customer interruptions)}}{\text{(Total number of customers served)}}$$

- SAIDI – System Average Interruption Duration Index**  
 A measure of outage time per customer if all customers were out at the same time (hours per year)

$$\text{SAIDI} = \frac{\text{(Sum of all customer outage durations)}}{\text{(Total number of customers served)}}$$

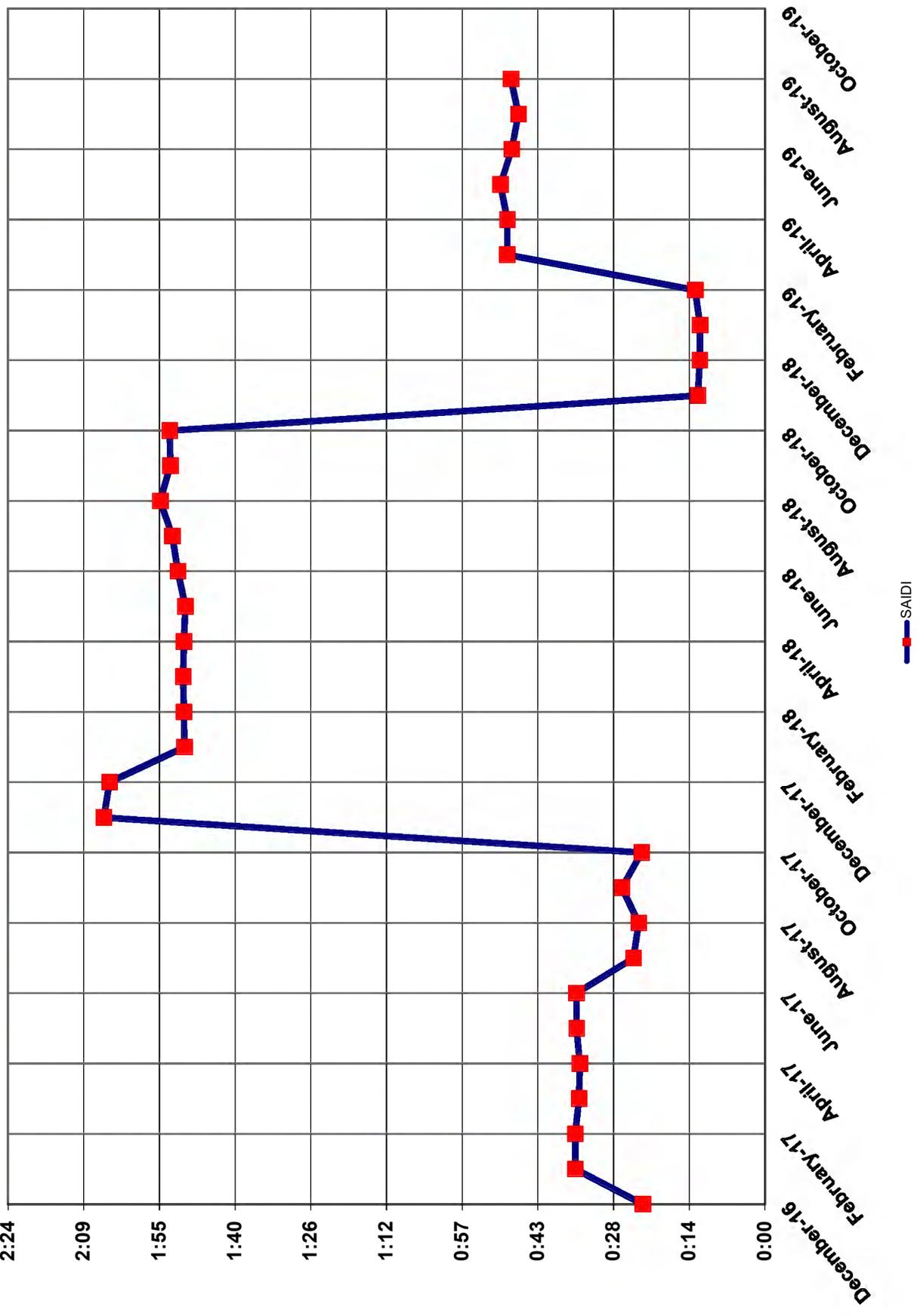
- CAIDI – Customer Average Interruption Duration Index**  
 A measure of the average outage duration per customer (hours per interruption)

$$\text{CAIDI} = \frac{\text{(Sum of all customer outage durations)}}{\text{(Total number of customer interruptions)}} = \frac{\text{SAIDI}}{\text{SAIFI}}$$

- ASAI – Average System Availability Index**  
 A measure of the average service availability (Per unit)

$$\text{ASAI} = \frac{\text{(Service hours available)}}{\text{(Customer demand hours)}} = \frac{8760 - \text{SAIDI}}{8760}$$

EACH POINT IS A 12 MONTH SAIDI HISTORY  
 1:00:00 = APPA BENCHMARK SAIDI



# **STATUS REPORTS**

## **ACCOUNTS RECEIVABLES**

Los Alamos County Utilities Department  
Active Receivables Over 90 Days Past Due  
September 3, 2019

Account	Customer ID	Acct Type	Comments	90 - 119	120 +
3005775	2049558	RS	Delinquent Notice mailed 8/30/19	108.60	-
3006274	2097578	RS	Delinquent Notice mailed 8/30/19	119.68	-
3008958	2034248	RS	Paid \$400 on 9/6/19	129.01	-
3005933	2018889	RS	Paid \$200 on 9/4/19	165.98	-
3006202	2089088	RS	Delinquent Notice mailed 9/3/19	166.85	-
3009811	2064328	RS	Door tag issued 9/9/19	169.77	-
3005247	2120668	RS	Delinquent Notice mailed 9/3/19	174.40	-
3002347	2008788	RS	Delinquent Notice mailed 8/30/19	183.95	-
3003836	2214881	RS	Delinquent Notice mailed 8/30/19	192.98	-
3006804	2097038	RS	Payment arrangement on file	194.47	-
3007538	2129438	RS	Paid \$1,000 on 9/9/19	201.48	-
3006876	2021143	RS	Door tag issued 9/3/19	208.79	-
3000635	2111978	CM	Door Tag issued 9/9/19	208.96	-
3004459	2063338	RS	Delinquent Notice mailed 9/3/19	215.04	-
3002420	2009001	RS	Delinquent Notice mailed 8/30/19	215.41	-
3009003	2103928	RS	Payment arrangement on file	222.49	-
3007663	2008610	RS	Door tag issued 9/3/19	222.99	-
3004866	2134538	RS	Delinquent Notice mailed 9/3/19	227.12	-
3002334	2126448	RS	Delinquent Notice mailed 8/30/19	228.04	-
3004282	2099718	RS	Final account (4/25/19 #192188 last bill)	236.90	-
3005024	2016194	RS	Delinquent Notice mailed 9/3/19	237.69	-
3003059	2040938	RS	Delinquent Notice mailed 8/30/19	244.82	-
3004559	2014386	RS	Delinquent Notice mailed 9/3/19	249.60	-
3000765	2002538	CM	Paid \$500 on 9/3/19	253.25	-
3009005	2039248	RS	Door tag issued 9/3/19	256.09	-
3004490	2056838	RS	Delinquent Notice mailed 9/3/19	262.47	-
3005323	2055738	RS	Delinquent Notice mailed 9/3/19	270.94	-
3006079	2041858	RS	Delinquent Notice mailed 9/3/19	273.44	-
3005573	2017544	RS	Delinquent Notice mailed 9/3/19	284.63	-
3003701	2011615	SC	Sent Missing bills on 9/9/19	295.23	-
3004024	2004969	RS	Delinquent Notice mailed 8/30/19	295.55	-
3002135	2083678	RS	Residential - Look at account	300.29	-
3007269	2109718	RS	Door tag issued 9/3/19	323.38	-
3006837	2021035	RS	Paid \$738.31 on 9/3/19	329.79	-
3006360	2118438	RS	Payment arrangement on file	334.43	-
3006822	2107658	RS	Door tag issued 9/3/19	340.21	-
3007049	2021703	CM	Door Tag issued 9/9/19	366.72	-
3000673	2002547	CM	Collection call made 9/3/19 - answered	399.08	-
3000621	2111978	CM	Door Tag issued 9/9/19	449.49	-
3007047	2021698	CM	Door Tag issued 9/9/19	458.09	-
3005750	2118978	RS	Delinquent Notice mailed 8/30/19	514.47	-
3003242	2107258	RS	Delinquent Notice mailed 8/30/19	588.11	-
3003698	2011615	SC	Sent Missing bills on 9/9/19	1,059.22	-
3010273	2138308	CM	Payment of \$1,222.13 made on 9/6/19	1,199.76	-
3003703	2011615	SC	Sent Missing bills on 9/9/19	2,009.19	-
3010098	2065048	CM	Paid \$13,129.29 on 9/3/19	3,429.10	-
3008040	2023776	RS	Payment arrangement on file	98.90	9.01
3000795	2091438	CM	Collection call made 9/3/19 - answering machine	189.02	29.01
3005810	2132968	RS	Delinquent Notice mailed 8/30/19	341.62	50.55
3002379	2115288	RS	Delinquent Notice mailed 8/30/19	216.21	54.12
3000128	2209697	RS	Delinquent Notice mailed 9/3/19	233.96	64.81
3001651	2062808	CM	Collection call made 9/3/19 - answering machine	32.80	67.38
3003508	2124208	RS	Delinquent Notice mailed 8/30/19	443.39	72.94
3004222	2124748	RS	Delinquent Notice mailed 8/30/19	244.03	73.73
3002354	2091608	RS	Paid \$300 on 9/3/19	209.31	74.54
3009203	2118628	RS	Payment arrangement on file	192.05	77.00

3002283	2134358	RS	Delinquent Notice mailed 8/30/19	28.21	79.48
3003818	2066808	RS	Delinquent Notice mailed 8/30/19	181.54	85.38
3002756	2135128	RS	Delinquent Notice mailed 8/30/19	160.39	87.41
3010128	2114898	RS	Delinquent Notice mailed 8/30/19	14.73	88.45
3008287	2016070	RS	Door tag issued 9/3/19	412.73	93.69
3001764	2006537	CM	Door Tag issued 9/9/19	23.61	94.44
3008804	2105358	RS	Delinquent Notice mailed 8/30/19	69.64	103.29
3004458	2063338	RS	Delinquent Notice mailed 9/3/19	44.03	117.23
3004322	2091848	RS	Delinquent Notice mailed 9/3/19	268.76	122.06
3005368	2029278	RS	Delinquent Notice mailed 9/3/19	210.83	123.15
3005883	2082788	RS	Delinquent Notice mailed 8/30/19	232.72	123.78
3002769	2009914	RS	Delinquent Notice mailed 8/30/19	150.02	131.78
3000479	2200339	RS	Door tag issued 9/9/19	80.64	133.71
3004263	2117758	RS	Delinquent Notice mailed 8/30/19	207.31	138.04
3002797	2200077	RS	Delinquent Notice mailed 8/30/19	127.78	147.66
3002362	2008831	RS	Delinquent Notice mailed 8/30/19	247.59	149.47
3000529	2106068	RS	Door tag issued 9/9/19	120.31	150.00
3008792	2121088	RS	Delinquent Notice mailed 8/30/19	45.99	160.92
3005272	2119448	RS	Delinquent Notice mailed 9/3/19	140.82	187.14
3003910	2125258	RS	Delinquent Notice mailed 8/30/19	179.85	206.89
3005461	2093888	RS	Paid \$400 on 9/4/19	225.95	206.96
3008846	2025446	RS	Delinquent Notice mailed 8/30/19	187.88	206.97
3003875	2130988	RS	Delinquent Notice mailed 8/30/19	184.97	209.59
3005470	2017719	RS	Paid \$200.00 on 9/5/19	183.78	218.08
3004207	2012492	RS	Delinquent Notice mailed 8/30/19	246.65	222.17
3009174	2090328	RS	Door tag issued 9/9/19	196.19	223.17
3006224	2056848	RS	Delinquent Notice mailed 9/3/19	222.73	226.22
3009521	2109278	RS	Delinquent Notice mailed 9/3/19	208.06	227.56
3005246	2000373	RS	Delinquent Notice mailed 9/3/19	213.53	232.77
3004025	2094558	RS	Delinquent Notice mailed 8/30/19	195.94	244.43
3004168	2094658	RS	Paid \$230.00 on 9/3/19	218.00	246.57
3002813	2114338	RS	Paid \$100 on 9/5/19	145.82	257.97
3000068	2113668	RS	Delinquent Notice mailed 9/3/19	-	265.56
3003894	2069898	RS	Delinquent Notice mailed 8/30/19	197.37	265.63
3004615	2014505	RS	Paid \$1,393.42 on 9/6/19	-	278.44
3003465	2011231	RS	Owner deceased, property is liened	430.73	279.78
3006123	2019390	RS	Delinquent Notice mailed 9/3/19	212.17	304.49
3009964	2038698	RS	Delinquent Notice mailed 9/3/19	262.81	325.86
3007272	2074278	RS	Door tag issued 9/3/19	470.93	329.25
3007558	2109578	RS	Paid \$1,485.82 on 9/5/19	271.03	350.82
3005273	2119448	RS	Delinquent Notice mailed 9/3/19	240.59	360.83
3004292	2013614	RS	Delinquent Notice mailed 8/30/19	219.66	364.15
3002477	2009142	RS	Delinquent Notice mailed 8/30/19	237.52	445.89
3002482	2068968	RS	Delinquent Notice mailed 8/30/19	191.52	487.31
3002814	2052048	RS	Delinquent Notice mailed 8/30/19	202.58	487.96
3008923	2094088	RS	Door tag issued 9/3/19	140.47	491.90
3005207	2119158	RS	Delinquent Notice mailed 9/3/19	203.61	496.39
3001833	2214395	RS	Door tag issued 9/9/19	14.72	579.76
3004213	2103178	RS	Paid \$600 on 9/6/19	167.75	635.24
3003969	2012357	RS	Delinquent Notice mailed 8/30/19	230.36	803.57
3001411	2126808	RS	Door tag issued 9/9/19	205.09	859.04
3000118	2128758	RS	Door Tag issued 9/9/19	41.07	865.36
3007023	2021641	CM	Door Tag issued 9/9/19	445.97	953.48
3003704	2011615	SC	Sent missing bills on 9/9/19	1,762.94	1,007.02
3003664	2098538	CM	Door Tag issued 9/9/19	295.44	1,200.63
3001539	2005415	CM	Working with customer to get acct paid	-	1,233.37
3006151	2019497	RS	Deceased - property is liened	172.62	1,654.43
3005078	2016362	RS	Delinquent Notice mailed 9/3/19	379.37	1,880.42
3000096	2000380	RS	Door Tag issued 9/9/19	94.76	1,887.82
3000222	2129908	RS	Door Tag issued 9/9/19	154.82	2,483.29
3006953	2053328	CM	Electric shut off for non-pay, property liened	1,428.13	13,782.79
				35,070.27	41,180.00
				<b>Total</b>	<b>76,250.27</b>

Los Alamos County Utilities Department  
 Receivables More than 60 Days Inactive  
 September 3, 2019

<i>YEAR</i>	<i>OUTSTANDING 9/1</i>	<i># OF ACCOUNTS</i>	<i>OUTSTANDING 9/1</i>	<i># OF ACCOUNTS</i>
FY15	24,491.36	87	21,443.26	80
FY16	17,841.12	77	18,111.27	72
FY17	29,021.93	73	26,448.39	68
FY18	56,547.13	329	56,752.56	328
FY19	43,283.14	280	35,440.12	274
<b>TOTAL</b>	<b>\$ 171,184.68</b>	<b>846</b>	<b>\$ 158,195.60</b>	<b>822</b>

# STATUS REPORTS

## SAFETY

## **DEPARTMENT OF PUBLIC UTILITIES CLAIMS**

**AUGUST 2019**

(Information provided by the County Risk Department)

### **TORT CLAIMS**

1. There was a sewer back-up affecting an elementary school. One claim was filed by the school and another filed by the tenant for Contents. The school claim is expected to exceed the deductible.

### **WORKERS COMPENSATION**

None

### **COUNTY PROPERTY DAMAGE**

None

### **OSHA INCIDENT REPORT**

This report was not available from the Risk Department at the time of agenda publication.