



# County of Los Alamos

1000 Central Avenue  
Los Alamos, NM 87544

## Agenda Packet Board of Public Utilities

*Cornell Wright, Chair; Stephen McLin, Vice-chair;  
Eric Stromberg, Steve Tobin and Carrie Walker  
Members Philo Shelton, Ex Officio Member  
Steven Lynne, Ex Officio Member  
James Robinson, Council Liaison*

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Wednesday, September 15, 2021

5:30 PM

Remote Zoom Meeting:  
<https://us06web.zoom.us/j/86549770504>

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### REGULAR SESSION

Members of the public wishing to attend may participate and provide public comment by visiting the link or calling one of the conference call lines listed below:

Join Zoom Webinar: <https://us06web.zoom.us/j/86549770504> The webinar ID: 865 4977 0504

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

+1 253 215 8782 or  
+1 346 248 7799 or  
+1 408 638 0968 or  
+1 669 900 6833 or  
+1 646 876 9923 or  
+1 301 715 8592 or  
+1 312 626 6799

Or iPhone one-tap : +12532158782,,86549770504# or +13462487799,,86549770504#

#### 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.

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 [ladpu.com/BPU](http://ladpu.com/BPU)

### 1. CALL TO ORDER

**1.A. Statement Regarding Closed Session**

*As authorized by §10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978, the Board of Public Utilities met in a Special Session on August 27, 2021 at 12:00 pm to discuss information pertaining to limited personnel matters - Utilities Manager performance planning. The Chair reported that the matters discussed in the closed meeting were limited only to those specified in the meeting notice.*

**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**[14882-21](#)

Final Review - Board of Public Utilities Annual Presentation to County Council

Pages 6-34

**Presenters:** Cornell Wright

**4.B. Board Member Reports**[14687-21](#)

Board Member Report

Pages 35-51

**Presenters:** Steve Tobin

**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.H. Approval of Board Expenses**

*There are none.*

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

[14743-21](#) Tickler File for the Next Three Months

Pages 52-55

**Presenters:** Board of Public Utilities

**5. PUBLIC HEARING(S)**

*There are none scheduled.*

**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.** [14739-21](#) Approval of Board of Public Utilities Meeting Minutes

Pages 56-68

**Presenters:** Board of Public Utilities

**6.B.** [RE0469-21](#) Approval of Incorporated County of Los Alamos Resolution No. 21-23, a Resolution Removing Uncollectible Utility Accounts from the Incorporated County of Los Alamos Accounts Receivables List for - Fiscal Year 2016 & Fiscal Year 2017

Pages 69-74

**Presenters:** Heather Garcia

**6.C.** [RE0475-21](#) Incorporated County of Los Alamos Resolution No. 21-25; A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2022 Applications to the Water Trust Board for Funding Non-Potable Water System Projects

Pages 75-77

**Presenters:** James Alarid

- 6.D. [AGR0782-21](#) Approval of Amendment No. 1 to Professional Services Agreement No. AGR16-701 with Tyler Technologies, Inc. in the amount of \$160,965.00, for a Total Agreement Amount Not-to-Exceed \$3,593,323.00, plus Applicable Gross Receipts Tax, to purchase “Tyler Notify” and “MyCivic311™ Bundle.”  
[Pages 78-216](#)

**Presenters:** Philo Shelton

- 6.E. [AGR0784-21](#) Approval of Amendment No. 2 to Services Agreement No. AGR17-914 with Alpha Southwest, Inc. in the amount of \$649,886.00 for the Purpose of Inspection, Repair, and Ancillary Services on County Well and Booster Pumps.  
[Pages 217-224](#)

**Presenters:** Jack Richardson

- 6.F. [AGR0785-21](#) Ratification of Expenses for Emergency Replacement of Motor for Otowi Well #4  
[Pages 225-234](#)

**Presenters:** James Alarid

- 6.G. [AGR0786-21](#) Approval of Task Order No. 97 Under Services Agreement No. AGR16-044 with Parker Construction, LLC for Replacement of Sewer Lines in Sombrillo Court  
[Pages 235-236](#)

**Presenters:** James Alarid

## 7. **BUSINESS**

- 7.A. [14666-21](#) UAMPS Smart Energy Rebate Programs  
[Pages 237-253](#)

**Presenters:** Steve Cummins

- 7.B. [14753-21](#) Approval of Department of Public Utilities Mission, Vision and Values, Strategic Goals and Objectives  
[Pages 254-257](#)

**Presenters:** Philo Shelton

## 8. **STATUS REPORTS**

- 8.A. [14747-21](#) Monthly Status Reports  
[Pages 258-270](#)

**Presenters:** Philo Shelton

- 8.B. [14535-21](#) Department of Public Utilities Quarterly Report - FY21/Q4 (prepared by Julie Williams-Hill, Public Relations Manager)  
[Pages 271-317](#)

**Presenters:** Philo Shelton



[14884-21](#)

Quarterly Conservation Program Update

Page 318

**Presenters:** James Alarid**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

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:**

**Index (Council Goals):**

**Presenters:** Cornell Wright

**Legislative File:** 14882-21

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### **Title**

Final Review - Board of Public Utilities Annual Presentation to County Council

### **Body**

On September 21, 2021, the Chair of the Board of Public Utilities is scheduled to present the annual Boards & Commissions presentation to County Council. Chair Wright will review 2021 DPU / BPU initiatives and actions. In preparation for the upcoming presentation, he provided a draft presentation on the August 18th BPU agenda and requested feedback from board members. He incorporated comments into the final draft presentation which is attached for BPU's review and consideration. This presentation is near final form and Chair Wright is seeking any final comments from BPU on this presentation.

The presentation also includes a review of FY 2022 Strategic Goals and Objectives:

### **2021 Focus Areas**

- \* White Rock Water Resource Recovery Plant Design (Construction in FY 2022- to FY 2023)
- \* Advanced Metering Infrastructure and Software implementation - FY 2021 to FY 2022
- \* Carbon Free Power Project (pending actions in the near future)
- \* Refinance existing loans to 1% interest rates with similar repayment terms
- \* Energy Imbalance Market - addition of a power analyst FTE
- \* Otowi Well #2 Pump House and Otowi Well #4 MCC Replacement (Construction in FY 2022)
- \* Pursued a grant to stabilize LA Reservoir Road

### **2022 Focus Areas**

- \* Integrate Resource Plan Update
- \* Los Alamos Wastewater storage and filtration projects to expand reclaimed water usage.
- \* Renew the profit transfer ordinance to support continued renewal and replacement of necessary infrastructure.
- \* There are significant cost pressures with bids and a need to refinance loans to cover these cost increases for water and sewer projects (It is anticipated to refinance the White Rock Water Resource Recovery Plant, but this needs to occur upon completion of the construction of the plant.)
- \* A review of water and electric rates are necessary.

### **Attachments**

A - Final Draft of PowerPoint Presentation



Board of Public Utilities

## County Council Briefing

Cornell Wright, Chair

September 21, 2021

# Board Members



<u>Member</u>	<u>Position</u>	<u>Term Ends</u>
Carrie Walker	Member	2022



Stephen McLin	Vice Chair	2023
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Stephen J Tobin	Member	2024
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Eric Stromberg	Member	2025
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Cornell Wright	Chair	2026
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# Senior Management



Philo S. Shelton III  
Utilities Manager

## Deputy Utilities Managers



James Alarid  
Engineering Division



Steve Cummins  
Power Production



Jack Richardson  
Gas, Water and  
Sewer Services



Heather Garcia  
Finance and  
Administration  
(acting)

# Safety Employee of the Quarter

The Safety Employee of the Quarter program was developed by the DPU Safety Committee in 2014.

The purpose is to reward those who most clearly and effectively demonstrate DPU's safety culture vision.



**FY21 Q1**  
**Timoteo Martinez**  
**Electrical Production**



**FY21 Q2**  
**Julie Williams-Hill**  
**Administration - PR**



**FY21 Q3**  
**David Rodriguez**  
**Gas, Water & Sewer**



**FY21 Q4**  
**Justin Lujan**  
**Gas, Water & Sewer**

# About DPU

SERVICE AREA	TOTAL FY22 AUTHORIZED BUDGET	NUMBER OF EMPLOYEES
Population: 18,625 Area 109.2 sq. miles	\$84,358,266	Full-time: 94 Limited, Part-time: 5.65
RECORD PEAK DEMAND	AVERAGE NUMBER OF CUSTOMERS	TOTAL VALUE OF ASSETS
Elec: 93 MW (2018) Gas: 9,688 DTH (1998) Water: 1.7 Billion gal (1998)	Elec: 8,701 Natural gas: 7,472 Water: 6,954 Wastewater: 6,954	\$218,745,230 Elec: \$91.2 million Natural gas: \$16.0 million Water: \$73.2 million Wastewater: \$38,2 million

# Assets: \$219 Million

ELECTRIC	NATURAL GAS	WATER
<u>Production:</u> <ul style="list-style-type: none"> <li>El Vado (8.9MW—RE)</li> <li>Abiquiu (17MW—RE)</li> <li>San Juan Gen. Station (36MW—coal)</li> <li>Laramie River entitlement (10MW—coal)</li> <li>WAPA entitlement (1MW—RE)</li> <li>Utility-scale PV landfill (1MW—RE)</li> </ul> <p>*RE=Renewable Energy</p> <u>Distribution:</u> <ul style="list-style-type: none"> <li>3 Substations</li> <li>236 mi. Distribution lines (66% underground; 34% overhead)</li> <li>2,387 Utility poles</li> <li>2,010 Transformers</li> <li>9,000+ Meters</li> </ul>	<ul style="list-style-type: none"> <li>2 Entry border stations</li> <li>18 Pressure Reg. stations</li> <li>128 mi. Distribution lines</li> <li>83 mi. Delivery lines</li> <li>7,000+ Meters</li> </ul>	<u>Production:</u> <ul style="list-style-type: none"> <li>13 Production wells</li> <li>25 Tanks</li> <li>17 Pumping stations</li> <li>30 million gal. of storage</li> <li>4 Disinfection facilities</li> <li>1 Pressure Reg. station</li> <li>45 mi. Transmission lines</li> </ul>
	WASTEWATER	<u>Distribution:</u> <ul style="list-style-type: none"> <li>118 mi. Distribution lines</li> <li>64 Pressure Reg. Valves</li> <li>7,000+ Meters</li> </ul>
	<u>Collection</u> <ul style="list-style-type: none"> <li>118 mi. Collection mains</li> <li>45 mi. Delivery lines</li> <li>27 Lift stations</li> <li>2,620 Manholes</li> </ul> <u>Treatment</u> <ul style="list-style-type: none"> <li>LA Treatment plant</li> <li>WR Treatment plant</li> <li>1 Bio-solids composting facility</li> </ul>	<u>Non-Potable:</u> <ul style="list-style-type: none"> <li>LA Canyon Dam</li> <li>Ski Hill catchments</li> <li>6 Tanks/Reservoirs/Ponds</li> <li>4 Pressure Reg. stations</li> <li>14 mi. Transmission lines</li> <li>2 mi. Distributions lines</li> </ul>



# FY 2021/2022 Challenges

Challenges that affected DPU operations –

## STAFFING

COVID-19 affected staffing

- Splitting up of work force for social distancing purposes
- Quarantines
- Lack of childcare
- Broadband issues for those teleworking

Competitive wages

## BUDGET OVERRUNS AND PROJECT DELAYS

COVID-19 affected supply chain resource availability, resulting in cost increases and project delays

Climate/weather (deep freeze in Texas, Fires & Heat dome in Northwest)

- Unprecedented market volatility for electricity and gas
- Lack of lumber, causing increased cost
- Currently we are monitoring hurricanes

# Focus Areas for FY22

- Construct WR WWTP; Est. completion May 2023
- Complete the LASS (Los Alamos Substation Switchgear)
- Replace electric primary conductors in La Senda
- Replace priority switches, power poles, cross arms & open secondary throughout County
- Implement AMI Customer Portal – customers view consumption
- Update Conservation Plan w/new BPU-approved goals & citizen feedback
- Update Integrated Resource Plan
- Acquire USFS land behind Arizona Ave. for critical non-potable water storage & system expansion
- Take El Vado hydroelectric plant offline: Jun 2022 for ~18 mos.
- Establish members for new local Water Resource Assoc. Chptr.
- Hire new EIM FTE, Deputy Utilities Manager for Finance

# White Rock Water Resources Recovery Facility

- Replace the White Rock Wastewater Treatment Plant
- Existing plant in service since mid-60's
  - Past useful life
- All effluent (300 kgal/day) will be class 1A non-potable water
- Design completed by Bohannon Huston March 2021
- Estimated cost M\$ 18.1
  - Concern with industry wide bid increases
- RFB issued August 2021
- Bids return October 2021
- Estimated plant startup 2023

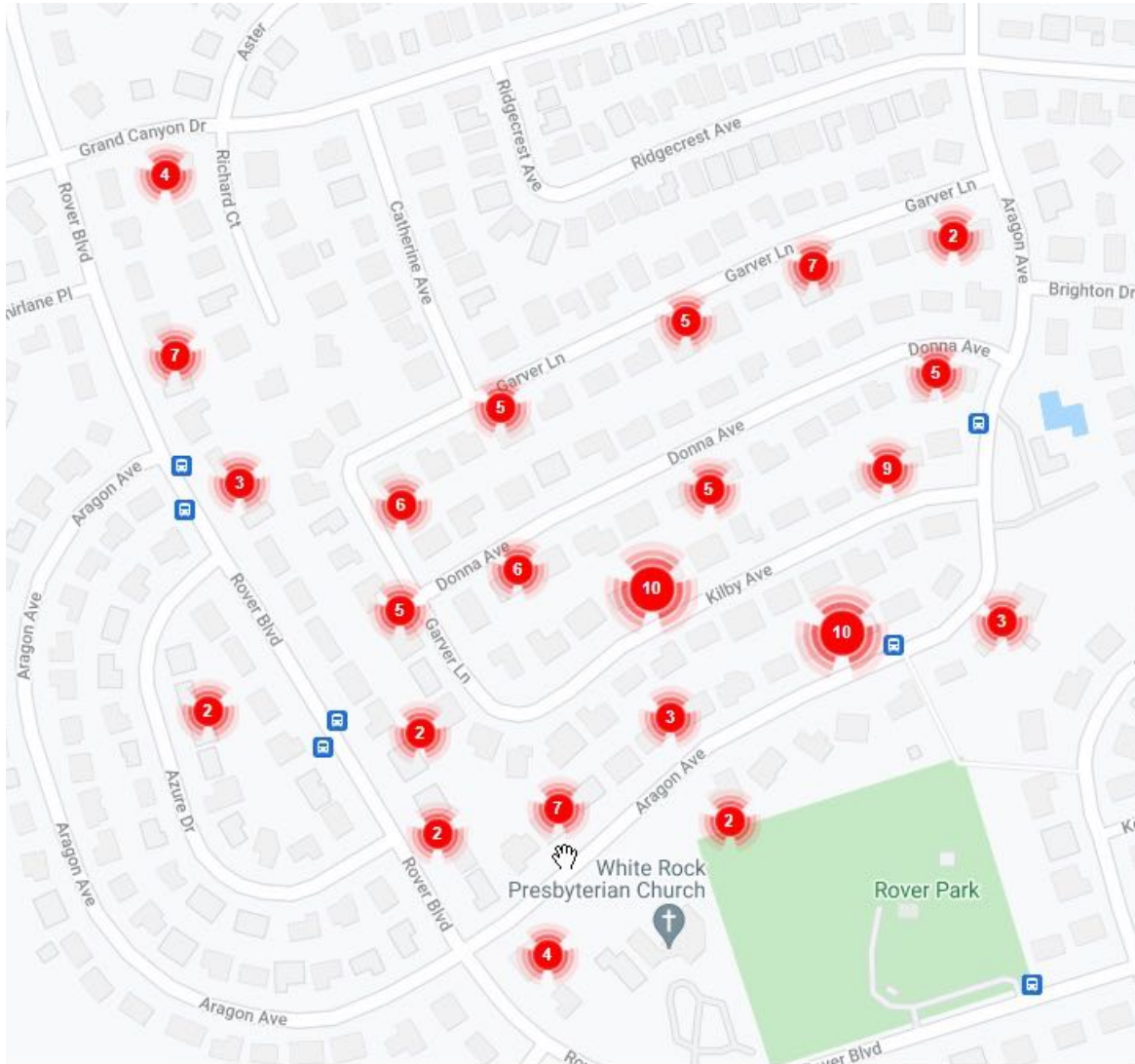


# Advanced Metering Infrastructure and Software Implementation

- Water, Gas and Electric Sensus transmitter installations started in March 2021
- About 7100 +/- of each have been completed
- Residential completed
- Commercial estimated completion fall 2021
- File integration between Sensus and Munis slower than expected
  - Sensus electric meters new for Munis
- Billing integration working (with workaround)
- Outage management goal fall 2021 to customer. Already available to staff.
- Customer Usage Portal availability goal fall 2021



# AMI – Outage Management Tool



- August 25, 2021
- Outage in White Rock
- The outage management tool supports rapid awareness, analysis and response
- Red beacons are meter clusters with outage



# Carbon Free Power Project



- Utah Associated Municipal Power Systems (UAMPS) plans to build and operate a Small Modular Reactor (SMR) power station at the Idaho National Laboratory
- LA County subscribed to 8 MW of capacity with a \$M 1.26 commit
- In July, plans changed to 6 modules, resulting in target \$58/MWh (was \$55/MWh)
- BPU and Council approved remaining with the project at the same \$M 1.26 commitment level, with reduced subscription
- LA Subscription can increase with overall project subscription
- Next contractual off-ramp is expected September 2022 at the class 3 project cost estimate
- Risks include:
  - Achieving full subscription
  - Economic Competitiveness Test results and its reliability
  - NRC approval of Combined Operating License Application
  - Continued DOE support (subject to appropriations)
- Benefits include power that is:
  - Projected to be affordable
  - Firm, dispatchable
  - Carbon-free

# Customer Feedback and Metrics

- New survey contract with Great Blue
  - Annual Customer Satisfaction Survey (previously biennial)
  - Quarterly/Transactional Customer Surveys
- New Tyler module will provide Customer Service tracking
  - Status: Contract Amendment to County Council on August 31 and staff is kicking off the project
  - Goals: Provide a mobile app to facilitate civic engagement through on-line portal, mobile app, emails and call. Integrate with Tyler work orders and with code enforcement EnterGov.
  - Implementation target: Next six months

# All Utilities: New Housing

## FY21 Updates:

Utility Services (Electric, Gas, Water & Wastewater) for New Housing Developments

- Nearing completion 86 Multi-family; 161 single family
- Under construction 260 Multi Family
- P&Z Approved 49 single family
- Pending P&Z approval 157 multi-family; 460 mixed MF/SF
- Total ongoing and planned combined; 1,173

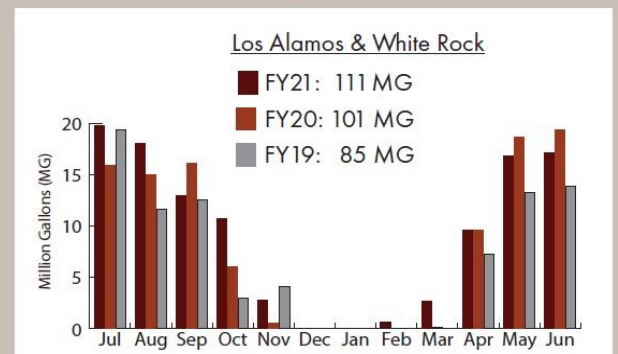


# Gas, Water, Wastewater

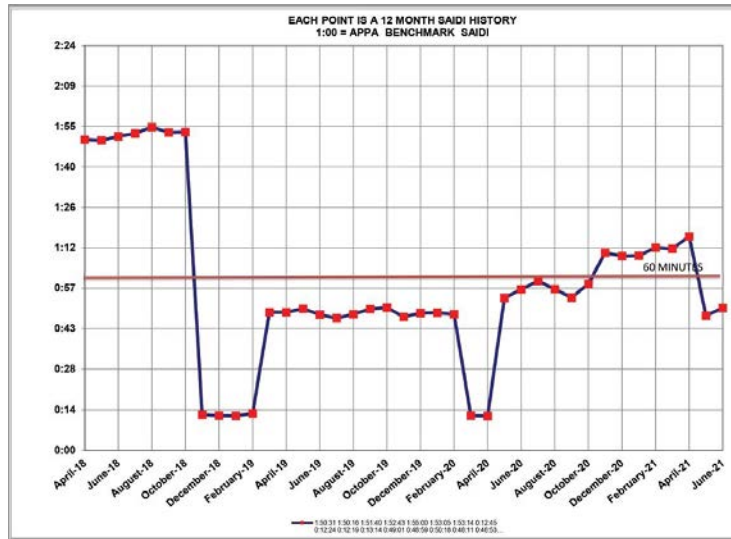
## FY21 Updates:

- Replacement WR WWTP: Bid 8/15; BPU 10/20; Council 10/26; & Notice of Award 10/27
- 16-inch waterline repair on Pajarito Road – Kevlar w/polyethylene insertion. (*Picture bottom right*)
- \$7.7M Total water production projects under construction (*Otowi Well #2, Chlorination Bldg., Overlook Booster Station*).
- SCADA: new vendor gas & sewer SCADA. Gas to bid this Sept.
- AMI – communication modules installed on 7101 gas meters & 6859 water meters
- Backflow prevention improvements initiated
- 100% regulatory compliance – water & wastewater sampling and permitting

Gallons of Reclaimed Wastewater  
Used to Irrigate County Turf

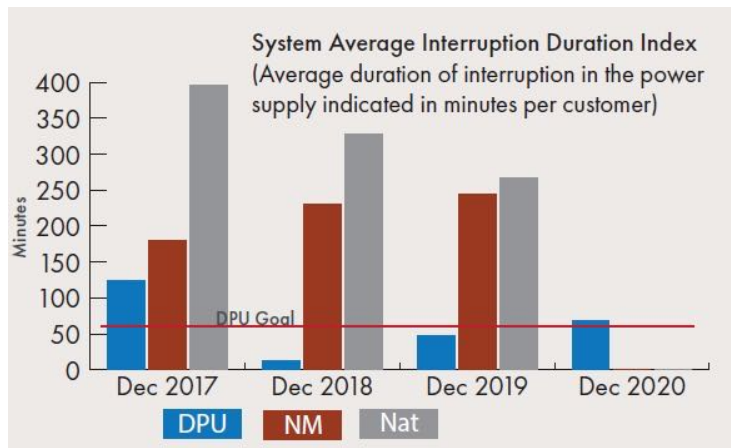


# Electric Distribution



## FY21 Updates:

- AMI – 7404 electric smart meters installed
- Pole inspections: Ongoing
- Tree trimming: Ongoing
- NM502: Complete
- Canyon Walk Apartment Complex: Ongoing
- DP Road Phase 1 and 2 : Ongoing
- The Hill Apartment Complex: In Design
- Marriot Hotel: In Design
- The Bluffs Apartment Complex: In Design
- Capital Improvement Projects: Ongoing
- Operations Projects: Ongoing



# Electric Production

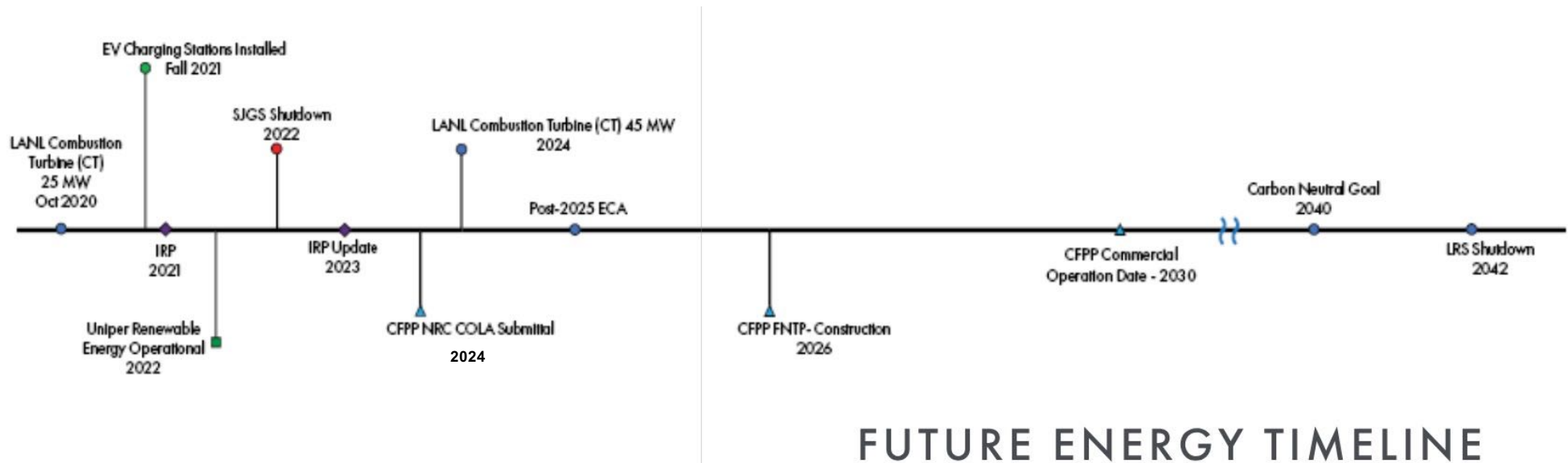
## **FY21 Updates:**

- DPU joined Energy Imbalance Market (EIM) on April 1, 2021
- IRP Update underway
- Uniper PPA for 15 MW, NM solar & wind firmed w/thermal resource – delivery 2022
- Continued participation in CFPP
- Negotiations post-2025 with DOE/NNSA ECA
- San Juan Generating Station – County to exit in 2022
- U.S. BOR - El Vado dam face repairs. Hydroelectric plant out of commission ~18 months





# Future Energy Resources Initiatives

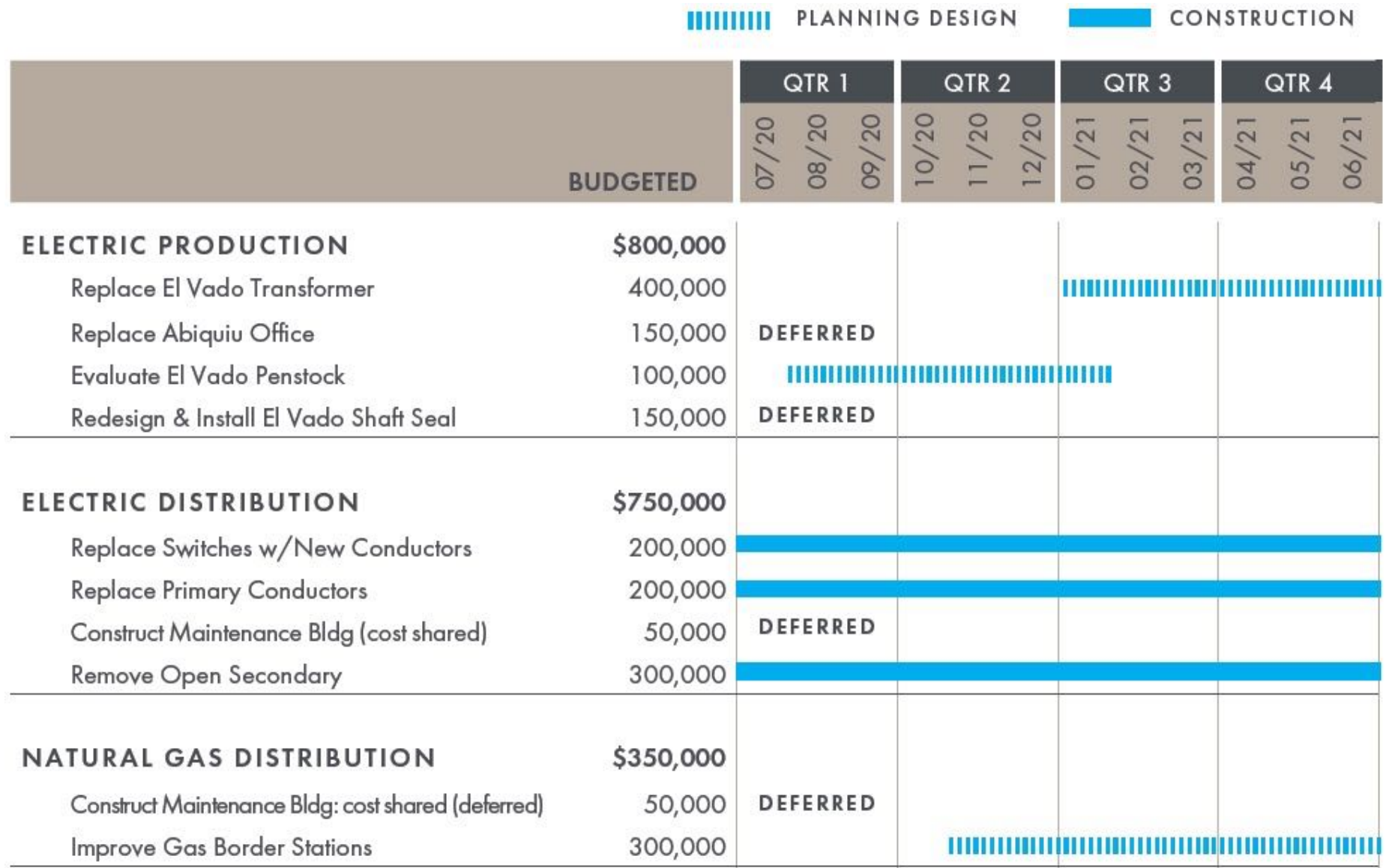


Detailed updates on progress on FER recommendations is available every quarter in the Department's Quarterly Performance Reports. These are sent to Council and are also available on the Department's website: [ladpu.com/DPU](http://ladpu.com/DPU) under the "Reports & Documentation" library.

## FY21 Updates:

- AMI – ~90% Complete/start moving forward with unbundling electric rates & TOU discussions
- CFPP – reduced from 12 to 6 SMRs; \$58/MWh
- Uniper Purchase Power Agreement – 15 MW (NM Solar & Wind, firmed with thermal resource. Est. 76% will be renewable/annual basis)
- EV Charging Grants – WR Visitor Ctr, Municipal Bldg

# Capital Improvement Plans FY2021



# Capital Improvement Plans FY2021



PLANNING DESIGN



CONSTRUCTION

BUDGETED		QTR 1			QTR 2			QTR 3			QTR 4		
		07/20	08/20	09/20	10/20	11/20	12/20	01/21	02/21	03/21	04/21	05/21	06/21
<b>WATER PRODUCTION</b>													
	<b>\$9,656,926</b>												
Develop Risk/Emergency Response Plan	120,000												
Install Camp May Waterline (IAC/ 3rd Party)	4,000,000												
Const. Otowi 2 Well House/Rep. Otowi 4 MCC	1,900,000												
Construct Maintenance Bldg: cost shared (deferred)	50,000	DEFERRED											
Upgrade Tank Piping	300,000												
Install New Non-Potable Water Tank	1,080,000												
Stabilize Los Alamos Reservoir Road	2,206,926	DEFERRED											
<b>WATER DISTRIBUTION</b>													
	<b>\$150,000</b>												
Construct Maintenance Bldg: cost shared (deferred)	50,000	DEFERRED											
Replace Barranca Mesa PRV Station	100,000												
<b>WASTEWATER</b>													
	<b>\$14,850,856</b>												
Construct Maintenance Bldg: cost shared (deferred)	50,000	DEFERRED											
Replace White Rock Wastewater Treatment Plant	14,800,856												



# CIP FY2021 DESCRIPTION



## Replace El Vado Transformer

(Funded through: Electric Production)

**Scope:** Replace the transformer at the El Vado hydroelectric plant.

**Budget:** \$400,000

**Schedule:** Purchase transformer October 2021.



## Replace Abiquiu Office

(Funded through: Electric Production)

**Scope:** Relocate and replace the office at the Abiquiu hydroelectric plant away from the transformer for safety reasons.

**Budget:** \$150,000

**Schedule:** Deferred to fiscal year 2022



## Evaluate El Vado Penstock

(Funded through: Electric Production)

**Scope:** Evaluate the penstock valve to coincide with and take advantage of the dam refurbishment work that is planned by the Bureau of Reclamation.

**Budget:** \$100,000

**Schedule:** Complete



## Construct A Maintenance Bldg

(Funded: Elect. Dist., Water Prod. & GWS)

**Scope:** Construct a maintenance facility at the White Rock replacement wastewater treatment plant that can be used by field crews with electric distribution, gas, water & sewer, and water production.

**Budget:** \$250,000

**Schedule:** Deferred to fiscal year 2022



## Remove Open Secondary

(Funded through: Electric Distribution)

**Scope:** Remove open secondary

**Budget:** \$300,000

**Schedule:** Year Round



## Improve Gas Border Stations

(Funded through: Gas Distribution)

**Scope:** Improve natural gas border stations (two) with over pressure protection, metering and SCADA functions. Will permit staff to monitor and trend the flows and pressures at these critical points in the system.

**Budget:** \$300,000

**Schedule:** Bid September 2021



## Redesign & Install El Vado Shaft Seal

(Funded through: Electric Production)

**Scope:** Redesign and install a new shaft seal at the El Vado hydroelectric plant with one that is self-lubricating.

**Budget:** \$150,000

**Schedule:** Deferred



## Replace Switches

(Funded through: Electric Distribution)

**Scope:** Replace aging switches with new conductors throughout Los Alamos County

**Budget:** \$200,000

**Schedule:** Year round



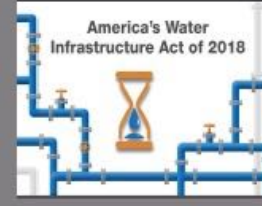
## Replace Primary Conductors

(Funded through: Electric Distribution)

**Scope:** Replace aging primary conductors throughout Los Alamos County.

**Budget:** \$200,000

**Schedule:** Year round



## Prepare Risk & Resilience/ Emergency Response Plan

(Funded through: Water Production)

**Scope:** Prepare a risk and resilience assessment and an emergency response plan in accordance with the 2018 America's Water Infrastructure Act. Utilities must certify to the Environmental Protection Agency completion of each.

**Budget:** \$120,000

**Schedule:** Completed by August 2021



## Install Camp May Waterline

(Funded: Los Alamos Co. & Ski Hill Operator)

**Scope:** Install four booster stations and 23,000 feet of waterline along Camp May Road. The project will convey water from the existing potable water system in Los Alamos to the ski lodge, Camp May campground and provide a reliable water supply for regional fire protection.

**Budget:** \$2,000,000 (LA County)

\$2,000,000 (Ski Hill Operator)

**Schedule:** Constructing pending environmental clearance

# CIP FY2021 DESCRIPTION



## Construct Otowi 2 Well House, Replace Motor Control Center for Otowi 4 Well

(Funded through Water Production)

**Scope:** Construct the well house, install pumps and associated equipment for Otowi Well 2. Replace the motor control center for Otowi Well 4 which is located in the same vicinity.

**Budget:** \$1,900,000

**Schedule:** Complete by May 2022



## Upgrade Tank Piping

(Funded through: Water Production)

**Scope:** Replace miscellaneous valves throughout the water production system. Work will be performed by in-house staff and supported by contractors as needed depending on the complexity of the work.

**Budget:** \$300,000

**Schedule:** Bid Fall 2021



## Install New Non-Potable Tank

(Funded: Water Trust Board Loan/Grant and Water Production)

**Scope:** Install a new one million-gallon effluent storage tank at the Bayo booster station adjacent to the composting operation. The new tank will capture effluent during peak times to expand non-potable water use.

**Budget:** \$1,080,000

(\$360k Loan / \$540k Grant / \$180k Match)

**Schedule:** Rebid September 2021



## Stabilize LA Reservoir Road

(Funded: FEMA grant, Water Prod. & LAC)

**Scope:** Stabilize the Los Alamos Reservoir road. Clear debris from the channel and reroute the channel back to its original path.

**Budget:** \$2,206,926

(\$1.5M Grant/\$262,500 LAC/\$262,500 DPU)

**Schedule:** FEMA reauthorized funds in 2020 - DPU is now pursuing a New Mexico River Stewardship grant.



## Replace the White Rock Wastewater Treatment Plant

(Funded through: Wastewater Treatment)

**Scope:** Construct a replacement wastewater treatment plant in White Rock to be operational by FY21.

**Budget:** \$14,800,856

**Schedule:** Bid August 2021





Board of Public Utilities

## Backup Charts

# BPU Strategic Goals and Objectives

- **FOCUS AREA - OPERATIONS & PERFORMANCE (OPS)**
  - GOAL - 1.0 Provide safe and reliable utility services.
- **FOCUS AREA - FINANCIAL PERFORMANCE (FIN)**
  - GOAL - 2.0 Achieve and maintain excellence in financial performance.
- **FOCUS AREA - CUSTOMERS & COMMUNITY (CUST)**
  - GOAL - 3.0 Be a customer service-oriented organization that is communicative, efficient, and transparent.
- **FOCUS AREA - WORKFORCE (TEAM)**
  - GOAL - 4.0 Sustain a capable, satisfied, engaged, ethical and safe workforce focused on customer service.
- **FOCUS AREA - ENVIRONMENTAL SUSTAINABILITY (ENV)**
  - GOAL - 5.0 Achieve environmental sustainability.
- **FOCUS AREA - PARTNERSHIPS (PARTNER)**
  - GOAL - 6.0 Develop and strengthen partnerships with stakeholders.

# BPU Strategic Objectives by Priority (1)

Goal	Priority	#	Objective
ENV	●●●●●●●●	7	5.1 OBJECTIVE - ELECTRIC (EP & ED) Be a carbon neutral electric provider by 2040.
ENV	●●●●●●	5	5.4 OBJECTIVE - GAS – Reduce natural gas usage by 5% per capita per heating degree day by 2030 using a 2020 calendar year-end baseline and support elimination of natural gas usage by 2070.
FIN	●●●●	4	2.1 OBJECTIVE - Utilize revenues to provide a high level of service while keeping rates competitive with similar utilities.
ENV	●●●●	4	5.2 OBJECTIVE - Electric efficiency is promoted through targeted electric conservation programs. Increase local solar peak production to 6 MW by 2040. (This is 30% of local solar produced based on LAC peak load of 18 MW)
OPS	●●	2	1.6 OBJECTIVE - BUSINESS SYSTEMS - Efficiently implement and maintain secure and reliable business systems.
CUST	●●	2	3.1 OBJECTIVE - Customer service processes and systems are efficient, secure and user-friendly.
CUST	●●	2	3.2.1 OBJECTIVE – Conduct a community survey of the new conservation objectives.
TEAM	●●	2	4.2 OBJECTIVE - Employees promote a culture of safe, ethical and customer focused behavior.
ENV	●●	2	5.5 OBJECTIVE - SEWER (WT) – Provide class 1A effluent water in LAC.

# BPU Strategic Objectives by Priority (2)

Goal	Priority	#	Objective
OPS	●	1	1.8 OBJECTIVE - Develop a culture of continuous improvement.
FIN	●	1	2.2 OBJECTIVE - Conduct cost of service studies for each utility at least every 5 years.
FIN	●	1	2.4 OBJECTIVE – Achieve workplans while operating within budget.
CUST	●	1	3.2 OBJECTIVE - Stakeholders are engaged in and informed about Utilities operations affecting the community.
TEAM	●	1	4.1 OBJECTIVE - Leaders invest in employee training and professional development.
TEAM	●	1	4.3 OBJECTIVE - Employees are engaged, satisfied and fairly compensated.
ENV	●	1	5.3 OBJECTIVE - WATER (DW) – Reduce potable water use by 12% per capita per day by 2030 using a 2020 calendar year-end baseline.
PARTNER	●	1	6.1 OBJECTIVE - Communicate with stakeholders to strengthen existing partnerships and identify new potential mutually beneficial partnering opportunities.

# BPU Strategic Objectives by Priority (3)

Goal	Priority	#	Objective
OPS	--	0.4	1.1 OBJECTIVE - WATER (WP/NP/DW) - Efficiently deliver safe and reliable water utility services.
OPS	--	0.4	1.2 OBJECTIVE - GAS - Efficiently deliver safe and reliable gas utility services.
OPS	--	0.4	1.3 OBJECTIVE - SEWER (WC & WT) - Efficiently deliver safe and reliable sewer utility services.
OPS	--	0.4	1.4 OBJECTIVE - ELECTRIC (EP) - Efficiently deliver safe and reliable electric production utility services.
OPS	--	0.4	1.5 OBJECTIVE - ELECTRIC (ED) - Efficiently deliver safe and reliable electric distribution utility services.
OPS		0	1.7 OBJECTIVE - Utility control and mapping systems and processes are accurate, safe and secure.
OPS		0	2.3 OBJECTIVE - Meet financial plan targets by 2025, water by 2028.



# Board of Public Utilities

**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



# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:**

**Index (Council Goals):** DPU FY2021 - N/A

**Presenters:** Steve Tobin

**Legislative File:** 14687-21

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**Title**

Board Member Report

**Body**

1. Energy economics
2. APR1000 vs SMR comparison, economics
3. Impact of voltage and regulatory boundaries relative to where our energy comes from
4. Brief discussion focused on duty cycle in context of energy options

**Attachments**

A - Presentation for BPU Sept. 2021

# Facilitating a Deeper Discussion

(Levelized Cost of Electric Energy,  
RFP Results for Xcel Energy in Colorado, Duty Cycle, Voltage  
in the Context of Transmission, Cost per MW

Steve Tobin, BPU Member

Note: the thoughts contained within are mine and  
do not represent the thoughts of the BPU or DPU



# Motivation

- ▶ What is my role as a Board Member
  - ▶ To look out for the interests of our customers – cost, environment, reliability, safety, etc.
  - ▶ To be a critical eye
  - ▶ Always be respectful of a valuable service provided by the DPU – admittedly by presentation style, I come off harsh – I am a work in progress
- ▶ Provide context to decisions LAC will face in electricity generation

# U.S. Utility-scale Electricity Energy Generation by Source – 2020 U.S. Energy Information Administration (EIA)

Energy Source	Share of Total
Natural Gas	40.3%
Coal	19.3%
Petroleum	0.4%
Nuclear	19.7%
Wind	8.4%
Hydropower	7.3%
Solar	2.3%
Biomass	1.4%
Geothermal	0.4%
Other	0.5%

## Summary:

Energy Source	Share of Total
Fossil Fuels	60.0%
Carbon Free	39.5%

Pre-Covid-19 data:  
2019: 62%/38% split

Nuclear, coal and renewables are all ~20%

## LAC Electricity Energy Generation by Source – 2020 DPU/BPU

Energy Source	Share of Total
Natural Gas (assuming all free-market purchases are gas?)	28.5%
Coal	51.3%
Nuclear	0.0%
Wind	0.0%
Hydropower	20.0%
Solar*	0.1%

### Summary for 2020:

Energy Source	Share of Total
Fossil Fuels	79.9%
Carbon Free	21.1%

### Anticipated Summary for 2023:

- Assume Uniper Contract fully implemented (~19%)

Energy Source	Share of Total
Fossil Fuels	~60%
Carbon Free	~40%

In 2014 the BPU first set their net-carbon-zero goal, how are we doing after ~7 years? After Uniper, we will be right at the average for USA

# Likely Transition in the Electric Industry – Much Greater Capacity Relative to Load

- ▶ Utilities of the last half of the 20<sup>th</sup> Century
  - ▶ ~50% cost for electric generation – carbon full
  - ▶ ~50% for transmission and distribution
- ▶ Utilities looking forward?
  - ▶ ~25% cost for electric generation – carbon free, cheaper and much more capacity
  - ▶ ~25% cost for managing intermittency
    - ▶ Storage, load shifting, generation curtailment, etc.
    - ▶ Paying a premium for nuclear
    - ▶ Transmission may fit in here as well as the next bullet
  - ▶ ~50% for transmission and distribution
- ▶ Main point?
  - ▶ Yes, managing intermittency costs money **but this cost enables us to access the cheap, cheap energy**, which is also carbon free and supports our local NM economy
  - ▶ **Add capacity!!!** Electrification is expected to double to triple electric consumption

Per Aug. 2021 BPU Mtg, in 2020:

- San Juan was most expensive power (1<sup>st</sup>)
- Short duration power purchases was 2<sup>nd</sup>

# Starting Point:

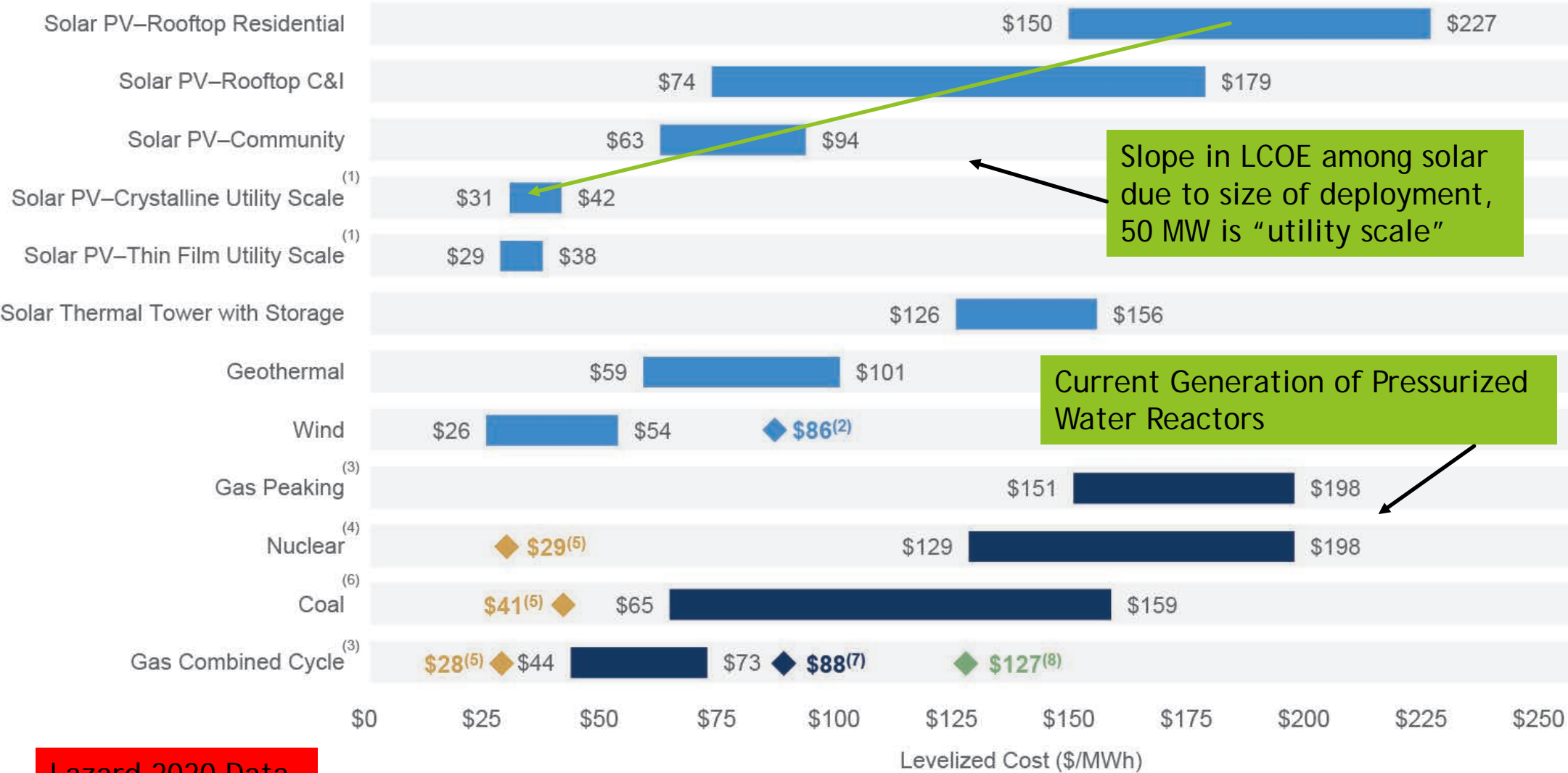
## Levelized Cost Of Energy (LCOE)

- ▶ **LCOE = lifetime cost / energy produced**
- ▶ Major Caveats with LCOE as a metric of comparison
  - ▶ Firm vs. Intermittent
  - ▶ CO<sub>2</sub> emission
  - ▶ Marginal cost vs. new build
- ▶ Next two slides present analysis performed by *Lazard* which is a financial advisory and asset management firm that engages in investment banking. Each year they update their estimates, currently on Version 14

Selected renewable energy generation technologies are cost-competitive with conventional generation technologies under certain circumstances

Renewable Energy

Conventional

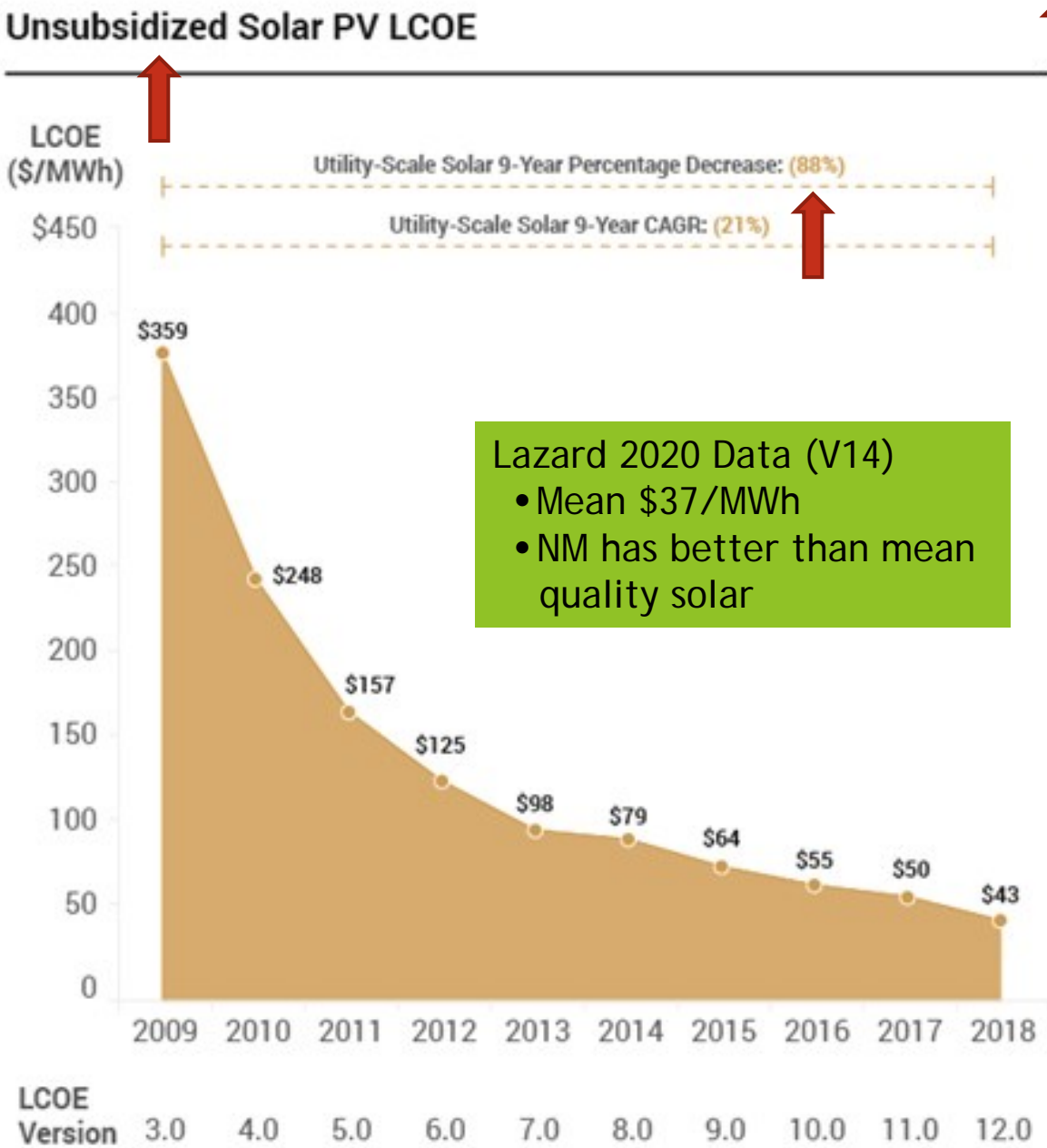
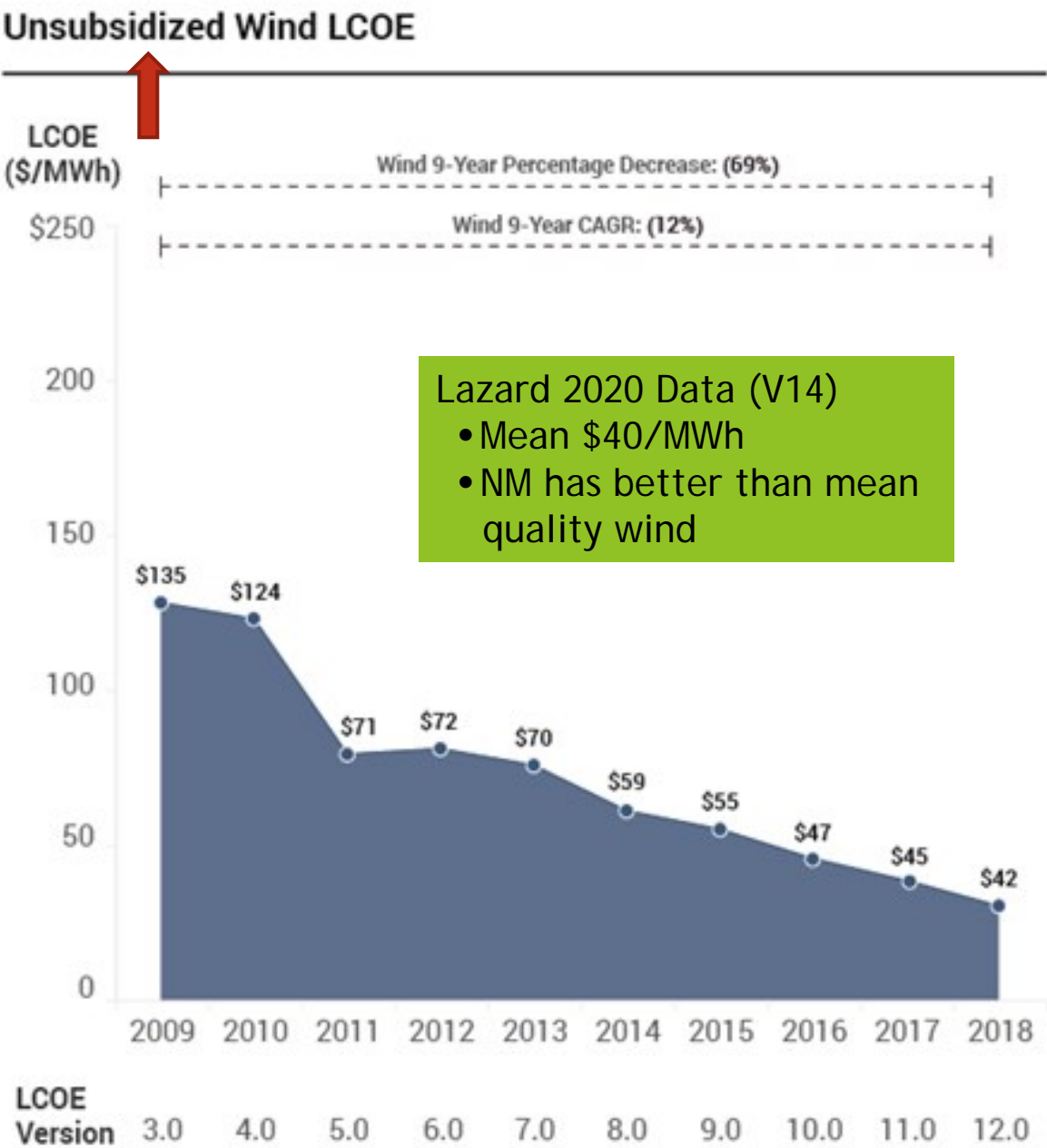


Slope in LCOE among solar due to size of deployment, 50 MW is "utility scale"

Current Generation of Pressurized Water Reactors

Lazard 2020 Data  
LCOE Version 14.0





# A Double check on Lazard's Analysis from Xcel Energy in Colorado

- ▶ In 2017 Xcel issues an “all-source solicitation” request for proposal to be provided by 2023
  - ▶ Xcel has 3.3 million customers in CO, NM and upper Midwest
  - ▶ Similar wind and solar resources to New Mexico
  - ▶ Where Lazard's results did not include subsidies, the Xcel Request for Proposals (RFPs) do

Xcel Energy data published by Vox, "In Colorado, a glimpse of renewable energy's insanely cheap future," Jan. 16, 2018. Online

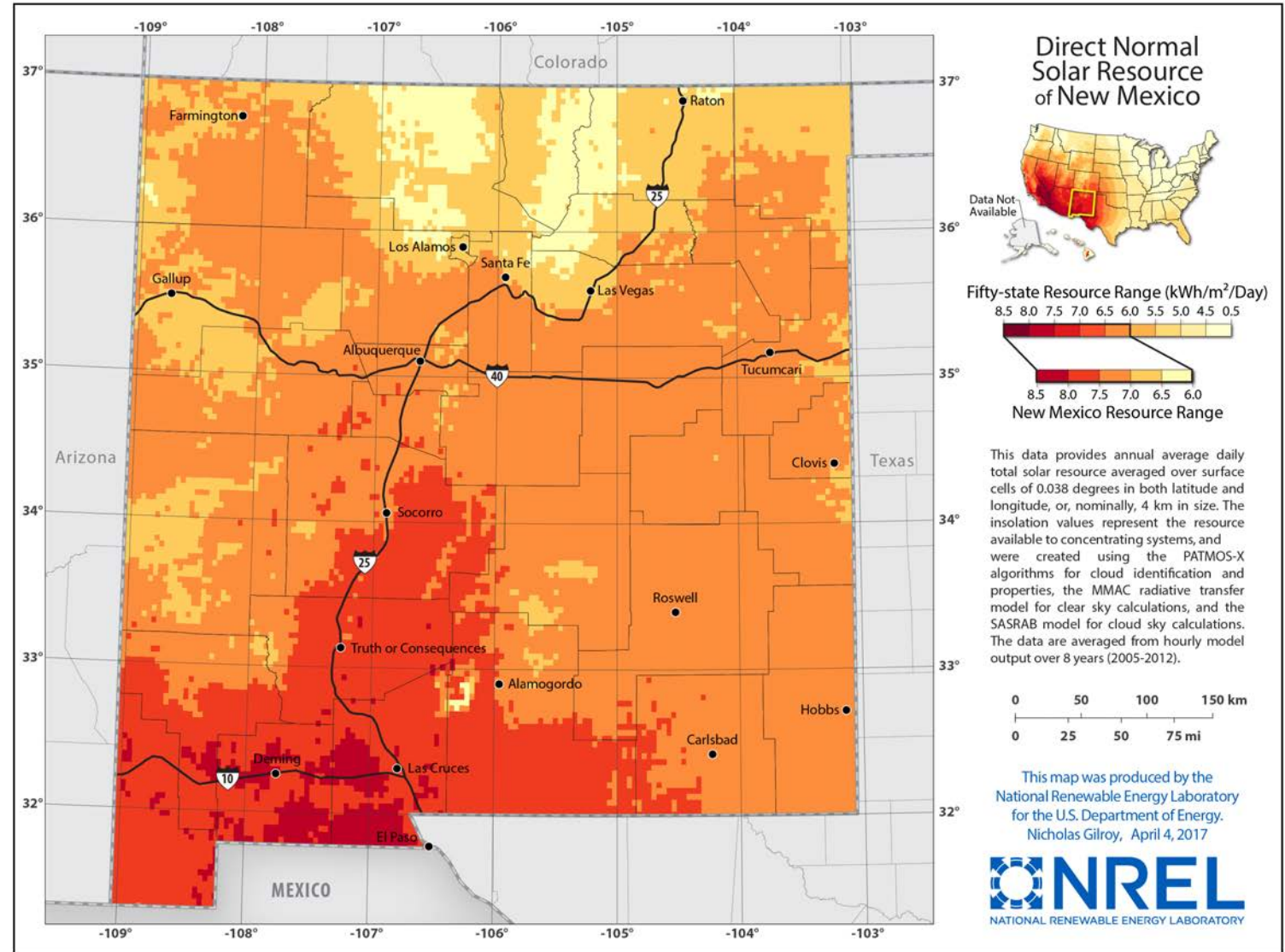
## RFP Responses by Technology

Generation Technology	➔ # of Bids		➔ Bid MW		➔ # of Projects		➔ Project MW		➔ Median Bid	Pricing Units
									Price or Equivalent	
Combustion Turbine/IC Engines	30		7,141		13		2,466		\$ 4.80	\$/kW-mo
Combustion Turbine with Battery Storage	7		804		3		476		6.20	\$/kW-mo
Gas-Fired Combined Cycles	2		451		2		451			\$/kW-mo
Stand-alone Battery Storage	28		2,143		21		1,614		11.30	\$/kW-mo
Compressed Air Energy Storage	1		317		1		317			\$/kW-mo
Wind	96		42,278		42		17,380		\$ ➔ 18.10	\$/MWh
Wind and Solar	5		2,612		4		2,162		19.90	\$/MWh
Wind with Battery Storage	11		5,700		8		5,097		21.00	\$/MWh
Solar (PV)	152		29,710		75		13,435		➔ 29.50	\$/MWh
Wind and Solar and Battery Storage	7		4,048		7		4,048		30.60	\$/MWh
Solar (PV) with Battery Storage	87		16,725		59		10,813		36.00	\$/MWh
IC Engine with Solar	1		5		1		5			\$/MWh
Waste Heat	2		21		1		11			\$/MWh
Biomass	1		9		1		9			\$/MWh
Total	430		111,963		238		58,283			

The price of electricity in LAC (power, transmission, distribution, etc.) is \$115/MWh.

# Solar Data in NM

- ▶ 2017 LAC Integrated Resource Plan emphasized **local** solar
- ▶ What is optimal for LAC?
  - ▶ Southern NM is part of LAC's "balancing area"
  - ▶ Solar panel from LAC will generate ~20% more power near Las Cruces - and we pay the same transmission fee if we connect directly to PNM
  - ▶ The bigger economic issue is that solar farm need to be large for optimal economics
    - ▶ 50 MW is ~1.4 miles by ~1.4 miles
    - ▶ Note: less than 1% of state surface area needed to meet entire states electric power needs





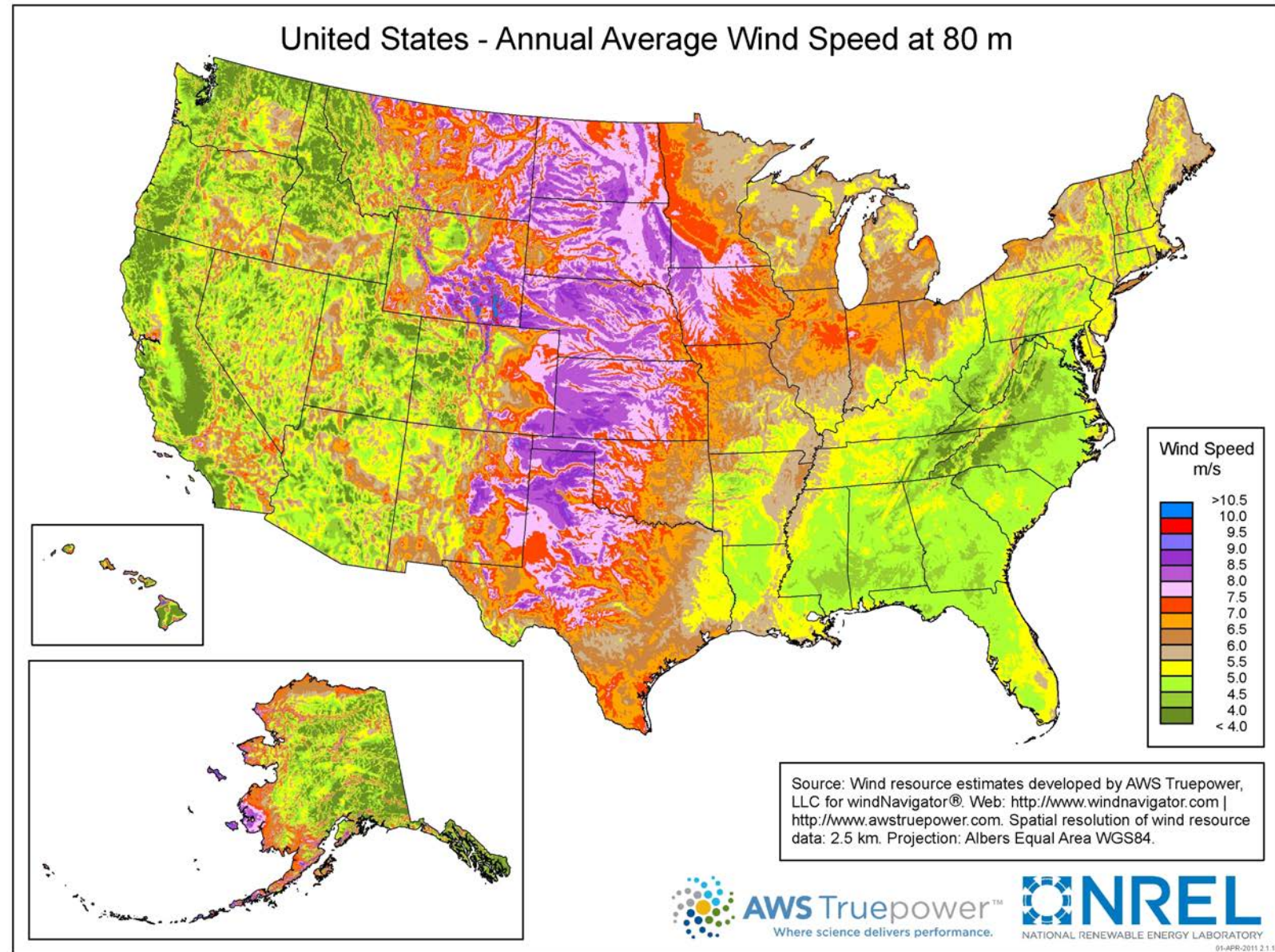
# What are Local Communities Doing?

In 2018, Kit Carson Electric Cooperative (KCEC) and its energy supplier Guzman Energy are continuing to move the co-op toward its goal of being 100 percent daytime solar reliant by 2022

Might we cooperate with them? Should produce **economies of scale...**

# Wind data for the USA

- ▶ NM is blessed with quality resources
- ▶ Wind and Solar average well ... the combined duty cycle is more than either separately





# Thoughts on Rooftop Solar vs. Utility Scale

- ▶ Per Lazard, the LCOE difference between rooftop and utility is ~500% (midpoint \$33.5/MWH vs \$189/MWH)
  - ▶ Rooftop solar customers fund 100% of their own hardware
  - ▶ Because some costs within our \$0.115/KWH are based on “net usage,” non-rooftop customers subsidize rooftop
  - ▶ Though rooftop may provide services to non-rooftop users: frequency regulation, reduced need for transmission (possible), other? **What is the value here?**
  - ▶ Equity concern: are lower income individuals (less likely to have rooftop) subsidizing higher income (more likely to have rooftop)?

Past solar subsidies are a significant reason why solar is now so inexpensive. Have subsidies served their purpose? Now target storage?

# Economics of SMR

- ▶ Per BPU handout:
  - ▶ DOE: ~25% of CFPP is \$1.4 billion; therefore ...
    - ▶ Total cost of CFPP is \$5.6 billion
  - ▶ Total power produced is 462 MW
    - ▶ Assuming 50 -> 60 -> 77 MW per unit is accepted
  - ▶ Power per Cost can now be calculated:
    - ▶  $462 \text{ MW} / \$1.4 \text{ billion} = \mathbf{82.5 \text{ MW/billion dollars}}$

Power per unit cost is a metric for comparing among reactors

- ▶ Comparing to the AP1000 Reactor
  - ▶ From Westinghouse's webpage: "The world's first proven Generation III+ pressurized water reactor"
    - ▶ One half of the EPR vs. AP1000 competition - the main products from the main Western vendors
    - ▶ Associated Press, May 18, 2021, "more than \$26 billion" for 2 AP1000s which produce 1100 MW
  - ▶ Power per Cost can now be calculated:
    - ▶  $1100 \text{ MW} / \$13 \text{ billion} = \mathbf{84.6 \text{ MW/billion dollars}}$



- ▶ Main Point: **CFPP and AP1000 cost the same for each unit of power produced!** Therefore we can take advantage of the economics studies already performed for the AP1000!
  - ▶ Lazard LCOE, 2020 put the cost of energy the AP1000 from \$129 to \$198 per MWh with a **midpoint value of \$163/MWh**
  - ▶ This does not compare well with the **target of \$58/MWh**
    - ▶  $163/58 = 2.8$ , so **280% cost difference**

Opportunity Cost?  $163/33.5 = 487\%$ , or  $163/86 \sim 200\%$

# Conclusion/Summary

- ▶ By 2023, LAC will reach the 2020 national average of ~40% carbon free power
- ▶ Yet, we are nearly the most blessed state in the nation when it comes to cheap, carbon free power – we should use much more:
  - ▶ Surplus supply kills price spikes
  - ▶ Carbon free during the day is an affordable goal
- ▶ The opportunity cost of the CFPP SMR concern me especially given the unrealistic ~\$58/MWH “cost target”
  - ▶ CFPP ~ AP100 ~\$163/MWH



# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:**

**Index (Council Goals):**

**Presenters:** Board of Public Utilities

**Legislative File:** 14743-21

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**Title**

Tickler File for the Next Three Months

**Attachments**

A - BPU Tickler Oct-Dec 2021



# County of Los Alamos

Los Alamos, NM 87544  
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## BPU Tickler

October - November - December

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File Number	Title
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Agenda Date: 10/20/2021

14161-21	<b>Construction Contract</b> Approval for Construction Contract for Gas Border Station Metering, SCADA and Overpressure Protection Project <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> James Alarid
14168-21	<b>Construction Contract</b> Approval of Construction Contract for the Installation and Maintenance of Electric Vehicle Charging Stations <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Steve Cummins
14740-21	<b>Minutes</b> Approval of Board of Public Utilities Meeting Minutes <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Board of Public Utilities
14744-21	<b>Calendar</b> Tickler File for the Next Three Months <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>Calendar</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Board of Public Utilities
14748-21	<b>Status Report</b> Monthly Status Reports <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Philo Shelton
14794-21	<b>Construction Contract</b> Award of Bid No. IFB 22-27 for the Purpose of the White Rock Water Resource Reclamation Facility (WRRF) Construction Project in the Amount of \$_____, plus a __% Contingency and Applicable Gross Receipts Tax. <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> James Alarid
14571-21	<b>Briefing/Report (Dept,BCC) - Action Requested</b> Approval of Department of Public Utilities Mission, Vision and Values, Strategic Goals and Objectives	<b>07 Business</b>

File Number	Title	
	<b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>Length of Presentation:</b> <b>Sponsors:</b> Philo Shelton
14397-21	<b>Briefing/Report (Dept, BCC) - No action requested</b> Quarterly Update on Utility System - Integrated Resource Plan (includes presentation by FTI Consulting) <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>08 Status Report</b>  <b>Length of Presentation:</b> 60 min <b>Sponsors:</b> Steve Cummins
14398-21	<b>Briefing/Report (Dept, BCC) - No action requested</b> Quarterly Update on Utility System - Gas Distribution System (Last presentation was 12/16/2020) <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>08 Status Reports</b>  <b>Length of Presentation:</b> 60 min. <b>Sponsors:</b> Jack Richardson
14751-21	<b>Status Report</b> Department of Public Utilities Quarterly Report - FY22/Q1 <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>08 Status Reports</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Philo Shelton
<a href="#">Agenda Date: 11/17/2021</a>		
14749-21	<b>Status Report</b> Monthly Status Reports <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Philo Shelton
14745-21	<b>Calendar</b> Tickler File for the Next Three Months <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Board of Public Utilities
14796-21	<b>Briefing/Report (Dept, BCC) - No action requested</b> Begin 2021 Board of Public Utilities Annual Self-evaluation <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>4.G. General Board Business</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Cornell Wright
14741-21	<b>Minutes</b> Approval of Board of Public Utilities Meeting Minutes <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Board of Public Utilities



File Number	Title
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Agenda Date: 12/15/2021

14746-21	<b>Calendar</b> Tickler File for the Next Three Months  <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>Calendar</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Board of Public Utilities
14742-21	<b>Minutes</b> Approval of Board of Public Utilities Meeting Minutes <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Board of Public Utilities
14750-21	<b>Status Report</b> Monthly Status Reports <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>06 Consent</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Philo Shelton
14797-21	<b>Briefing/Report (Dept, BCC) - No action requested</b> 2021 Board of Public Utilities Annual Self-evaluation <b>Department Name:</b> DPU <b>Drop Dead Date:</b>	<b>4.G. or 9. General Board Business</b>  <b>Length of Presentation:</b> <b>Sponsors:</b> Cornell Wright



# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 6.A.  
**Index (Council Goals):**  
**Presenters:** Board of Public Utilities  
**Legislative File:** 14739-21

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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 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.

There were no suggested changes.

### **Attachments**

- A - Draft BPU Regular Meeting Minutes - August 18, 2021
- B - Utilities Manager Report - August 18, 2021
- C - Draft BPU Special Meeting Minutes - September 7, 2021
- D - Prioritize DPU Objectives (Focus Area Voting Results)



LOS ALAMOS

# County of Los Alamos

## Minutes

### Board of Public Utilities

1000 Central Avenue  
Los Alamos, NM 87544

*Cornell Wright, Chair; Stephen McLin, Vice-chair;  
Eric Stromberg, Steve Tobin and Carrie Walker Members  
Philo Shelton, Ex Officio Member  
Steven Lynne, Ex Officio Member  
James Robinson, Council Liaison*

Wednesday, August 18, 2021

5:30 PM

Remote meeting via Zoom  
<https://us06web.zoom.us/j/86022249828>

#### REGULAR SESSION

#### **1. CALL TO ORDER**

This regular meeting of the Incorporated County of Los Alamos Board of Public Utilities was held on Wednesday, August 18, 2021 via Zoom videoconferencing platform. Vice Chair Stephen McLin called the meeting to order at 5:30 p.m. He opened the meeting by stating that Chair Wright, Mr. Shelton, Mr. Cummins and Mr. Westervelt were scheduled to return from the UAMPS conference that afternoon. However, their return flight was delayed several times and they would not be in attendance.

BPU members, staff and the public participated remotely. This social distancing was to comply with the recommendations of the Centers for Disease Control (CDC) to prevent the spread of COVID-19. Members of the public were notified of the ability to live-stream the meeting online and submit public comment during the meeting.

**Present 4 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, and Board Member Walker**

**Absent 1 - Chair Wright**

#### **A. 14272-21**

CLOSED SESSION - Pursuant to § 10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978, the Board of Public Utilities will meet in closed session to discuss information pertaining to limited personnel matters - Utilities Manager performance planning.

\*\*\*\*\*

**Mr. McLin moved that the Board of Public Utilities move to closed session pursuant to § 10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978, to discuss information pertaining to limited personnel matters - the Utilities Manager performance planning. The motion passed by the following vote:**

\*\*\*\*\*

**Yes: 4 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker and Board Member Lynne**

**Absent: 1 - Chair Wright**

#### **B. RECONVENE OPEN SESSION**

At 5:32 p.m. the Board met in closed session. The meeting was reconvened in open session at 5:42 p.m.

\*\*\*\*\*

Vice-chair McLin moved that the Board of Public Utilities approve the following statement for inclusion in the minutes: "The matters discussed in the closed session were limited only to those topics specified in the notice of the closed session, and no action was taken on any matter during the closed session." The motion passed by the following vote:

\*\*\*\*\*

Yes: 4 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, and Board Member Walker

Absent: 1 - Chair Wright

## **2. PUBLIC COMMENT**

Mr. McLin opened the floor for public comment on items on the Consent Agenda and for those not otherwise included on the agenda. Ms. Williams-Hill reported that there were no members of the public participating in the remote meeting.

## **3. APPROVAL OF AGENDA**

\*\*\*\*\*

Ms. Walker moved to approve the agenda as presented. The motion passed by the following vote:

\*\*\*\*\*

Yes: 4 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, and Board Member Walker

Absent: 1 - Chair Wright

## **4. BOARD BUSINESS**

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

Mr. McLin had nothing to report.

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

There were no Board Member reports.

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

Mr. Richardson reported on behalf of Mr. Shelton. Mr. Shelton emailed his written report to the board and it is attached to the minutes. He provided summarized comments and responded to board member inquiries as appropriate. Mr. Shelton asked him to highlight the following items from his report:

- 1). Thank you for nine years of service to of Mr. Westervelt and congratulations on his upcoming retirement. Ms. Heather Garcia has been named as Acting Deputy Utilities Manager for Finance and Administration for the remainder of the calendar year.
- 2). White Rock Waste Water Treatment Plant is out to bid.

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

Mr. Lynne reported on the following items:

- 1). The County's response to the COVID surge: in accordance with the CDC guidelines and the Governor's public health order, the mask mandate has been re-instituted in all facilities.
- 2). Similar to LANL, LAPS, and the State, the County is moving toward regarding COVID testing for employees. Staff is working on a policy this week and will send information out next week. This would only affect employees, not board members.

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

Mr. Robinson gave a preview Council agenda items for the August 24th Work Session. He stated that several presentations and discussions are scheduled regarding:

- 1). Open Meetings Act as it pertains to Council Committees and Groups
- 2). Options to Address Vacant Buildings
- 3). Local Economic Development Act (LEDA) Procedure
- 4). Regional Capital Projects Funds
- 5). Interim Report from the Los Alamos Resiliency, Energy, and Sustainability (LARES) Task Force

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

Mr. Loechell was absent. The ESB was meeting at the same time as the BPU.

#### **4.G. General Board Business**

- 1). [14756-21](#) Preview - Board of Public Utilities Annual Presentation to County Council

Mr. McLin presented on behalf of Mr. Wright. He asked the board to review the draft PowerPoint slides and submit comments to Ms. Casados.

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

There were no board expenses.

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

There were no additional items to those already listed in the tickler provided in the meeting packet.

- 1). [14601-21](#) Tickler File for the Next Three Months

#### **5. PUBLIC HEARING(S)**

There were no public hearings scheduled for this meeting.

#### **6. CONSENT AGENDA**

\*\*\*\*\*

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 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker and Board Member Lynne

Absent: 2 - Board Member Shelton and Chair Wright

- A. [14665-21](#) Approval of Board of Public Utilities Meeting Minutes

I move that the Board of Public Utilities approve the meeting minutes as presented:

- B. [14270-21](#) Approval of Budget Carryovers from FY2021 to FY2022

I move that the Board of Public Utilities approve Budget Revision 2022-12 as summarized on attachment A and forward to Council with a recommendation for approval. I further move that attachment A be made a part of the minutes of this meeting.

- C. [14661-21a](#) Approval of Modification 22 to the Electric Energy and Power Coordination Agreement (ECA) Between the Incorporated County of Los Alamos and the United States Department of Energy (DOE).

I move that the Board of Public Utilities endorse Modification 22 to the Electric Coordination Agreement as presented and forward to Council with a recommendation for approval.

- D. [14737-21](#) Approval of Purchase Order totaling \$70,000 with Unifirst Corporation for uniform rentals and cleaning for GWS, ED, and Water Production Electricians.

I move that the Board of Public Utilities approve a purchase order with Unifirst Corporation in the amount of \$70,000 for uniform rental and cleaning services for FY22 for the GWS, ED, and Water Production Electrician work units.

- E. [AGR0777-21](#) Ratification of Final Payment to AGR19-39 with Wagner Equipment for the Natural Gas Engine Replacement at Pajarito Well No. 4.

I move that the Board of Public Utilities Approve Final Payment in the amount of \$121,047.89, to Wagner Equipment for work completed under Services Agreement No. AGR19-39 for the purpose of the Pajarito Well No. 4 Natural Gas Engine Replacement Project, and forward to Council for Approval.

## 7. BUSINESS

- A. [AGR0778-21](#) Approval of Amendment No. 1 to Professional Services Agreement No. AGR16-701 with Tyler Technologies, Inc. in the amount of \$163,687.00, for a Total Agreement Amount Not to Exceed \$3,596,045.00, plus Applicable



Gross Receipts Tax, to purchase “Tyler Notify” and “MyCivic311™ Bundle.”

Mr. McLin stated that Mr. Shelton was scheduled to present but he is on travel. Mr. Lynne commented that Ms. Pippa Freyer, Business and ERP Manager, was present and ready to present. Ms. Pippa reviewed the technical aspects of the staff report:

County Council approved in FY2021 budget option D-61 within the Administrative Services Department-Information Management Division for 311/Customer Relations Management software at a budget amount of \$250,000. Over the past year, a countywide committee was formed and reviewed several software services that offered 311/Customer Relations Management functions. Given the County uses Tyler for Work Orders and EnerGov for Building Permits and Code Enforcement, the committee recommended pursuing the “Tyler Notify” and “MyCivic311™ Bundle” to have the best software integration into the County’s existing software services. In 2016 Tyler was awarded the contract for the County’s new Enterprise Resource Planning (ERP) services and this will be the first amendment to this professional services agreement. The attached three product brochures provide a summary of the benefits of this amendment.

Mr. Lynne provided some clarifying information. The board discussed their reservations regarding approving the motion when Mr. Shelton was absent. They also requested more information be presented from the customer’s point of view. Several members requested a demonstration or video explaining how the customer would interface with the software. Mr. McLin asked if there were any negative impacts with delaying the vote. Mr. Lynne responded that it would delay the start of the project. Ms. Katie Thwaites, Deputy County Attorney also provided clarifying information regarding the contract and the fact that this amendment authorizes purchase of an additional module to the existing software. There was no public comment. Mr. McLin then called for a motion.

\*\*\*\*\*

**Ms Walker moved that Board of Public Utilities delay action regarding Amendment No.1 to Professional Services Agreement No. AGR16-701 with Tyler Technologies, Inc.**

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## **8. STATUS REPORTS**

### **A. [14673-21](#) Monthly Status Reports**

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

B. [14563-21](#) Back Flow Prevention Program Update

Mr. Jack Richardson, Deputy Utility Manager - Gas, Water, and Sewer Services introduced Mr. Sammy Maestas, GWS Superintendent. A copy of the PowerPoint presentation that Mr. Maestas prepared was included in the meeting packet. Mr. Maestas provided more details during his 45-minute presentation and responded to board member inquiries as appropriate.

C. [14275-21](#) Quarterly Update on Utility System: Electric Production - Hydroelectric Facilities

Mr. Adam Cooper Hydroelectric Plant Supervisor presented. A copy of his PowerPoint slides were included in the meeting packet. Mr. Cooper went into greater detail during his 80-minute presentation and responded to board member inquiries as appropriate.

D. [14274-21](#) Quarterly Update on Utility System: Electric Production - Operations

Mr. Jordan Garcia, Power System Supervisor presented. A copy of his PowerPoint slides were included in the meeting packet. Mr. Garcia presented the quarterly report and explained the salient features during his 80-minute presentation. The Board discussed and requested clarification where necessary.

**9. PUBLIC COMMENT**

Mr. McLin opened the floor for public comment on any items. Ms. Williams-Hill reported that there were no members of the public participating in the remote meeting.

**10. ADJOURNMENT**

Mr. McLin adjourned at 8:57 p.m.

\*\*\*\*\*

APPROVAL

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

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

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

**Utility Manager's Report  
August 18, 2021**

1. Justin Lujan with the Gas Water Sewer Crew is the safety employee of the quarter. This past year and a half, he was assigned to maintain the steel gas line cathodic protection systems. His efforts have brought more than 90% of the steel gas line under cathodic protection and as a result DPU is able to experience a safe gas distribution system and achieve a low leak rate when compared to the national average. Congratulations to Justin!
2. I would like to thank Robert Westervelt for his nine years of service who is retiring soon. Heather Garcia, DPU Business Manager, will serve as acting Deputy Utilities Manager for Finance and Administration for the balance of this calendar year.
3. In the past two weeks six County employees have tested positive with COVID-19 and two were from DPU. One employee was vaccinated and the other was not. The County has an indoor mask mandate and is in the process of implementing a testing regime for unvaccinated employees to help slow the spread.
4. BPU Strategic Planning Session is scheduled for Tuesday, September 7<sup>th</sup> at 1PM in room 330.
5. Attended the UAMPS annual conference in California. Topics included cyber security, responding to extreme weather events, mitigation of liabilities from wildfires, renewable and sustainable energy future, changing market dynamics, green hydrogen, benefits of strategic planning, and review of energy legislation and policy.
6. The hearing for a Joint Motion for Joiner to Stipulation regarding the PNM/Avangrid merger case is before the PRC, Case Number 20-00222-UT. LAC's expert witnesses will testify today. The hearing should be completed by the end of this week.
7. Staff is working with the ownership group in drafting a term sheet to allow for the Farmington and Enchant proposal to proceed. A follow up meeting is scheduled for next week.
8. The AMI project installer is suspending work for 4 to 6 weeks while it waits for delivery of the 133 commercial gas meter end points. To date, the AMI contractor completed 7,101 gas endpoints, 6,859 water endpoints and 7,104 electric endpoints. Ferguson held a training on the outage management program last week and testing of this program is on-going.
9. The LANL Technical Working Group met to review well construction methods used at LANL.

10. Office Renovation is nearing completion with the general contractor and the furniture contractor is schedule to install the new furniture on August 25<sup>th</sup>.
11. Wrote a joint letter with Triad in seeking support from PNM to facilitate a joint meeting between LANL, County, PNM and Lumen to advance the Fiber Optic Under-Build Project on the PNM transmission line from Santa Fe.
12. The Bid for the El Vado Transformer Replacement Project resulted in receiving no bids. While two contractors were interested in the project, we learned that the transformer order and delivery timeframe is nearly a year. Next, staff plans to solicit bids and purchase the transformer from the manufacturer and then secure a separate contract to install this transformer.
13. The Bayo one-million-gallon storage tank receive two competitive bids; however, the costs of the bids were well above the available budget. Staff is working with NMFA staff to break this project into two. The first phase is to receive approval to use the existing loan/grant funding to improve yard piping and cover over the existing tank. The second part of the project is to seek a new loan/grant for the 1-million-gallon tank under the next grant cycle.
14. The White Rock Water Resource Recovery Plant has been placed out to bid. Board and Council will review and approve the bid at their October meetings.
15. Attended additional meetings regarding the American Rescue Plan Act (ARPA) Funds. Water and Sewer projects developed after March 1, 2021, and projects cleared by NMED can qualify for these funds. DPU is seeking some relief from the elevated bid pricing received this year due to pandemic market pressures. While there are favorable loan rates at 1%, for every \$1 Million dollars in loans, it requires six cents per thousand gallon in water rates to support that loan repayment.
16. Reviewed the Emergency Response Plan for Los Alamos Canyon Dam. Several updates have been made to this plan. While no damaged was observed, LAC has had two small earthquakes within the last year, and as a result of this plan review, staff is recommending retaining an on-call contract with the dam engineer should a design for a repair be required.
17. Attended several capital project meetings on DP Road, Downtown Overlay, and Ski Hill Waterline. For the Ski Hill Waterline Project, Tesuque Pueblo is seeking a site visit over the next couple of weeks.



LOS ALAMOS

# County of Los Alamos

## Minutes

### Board of Public Utilities

1000 Central Avenue  
Los Alamos, NM 87544

*Cornell Wright, Chair; Stephen McLin, Vice-chair;  
Eric Stromberg, Steve Tobin and Carrie Walker Members  
Philo Shelton, Ex Officio Member  
Steven Lynne, Ex Officio Member  
James Robinson, Council Liaison*

Tuesday, September 7, 2021

1:00 PM

Remote Zoom Meeting:  
<https://us06web.zoom.us/j/81844189487>

#### Special Session

### 1. CALL TO ORDER

A special meeting of the Incorporated County of Los Alamos Board of Public Utilities was held remotely on Wednesday, September 7th at 1:00 p.m. Board Chair Cornell Wright called the meeting to order at 1:05 p.m.

\*\*\*\*\*

BPU members and staff participated via Zoom online video conferencing platform. This social distancing was to comply with the recommendations of the Centers for Disease Control (CDC) to prevent the spread of COVID-19. Members of the public were able to live-stream the meeting online and submit public comment. The following board members were present:

\*\*\*\*\*

**Present 6 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker, Board Member Shelton and Chair Wright**

**Absent 1 - Board Member Lynne**

### 2. APPROVAL OF AGENDA

\*\*\*\*\*

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

\*\*\*\*\*

**Yes: 5 - Vice Chair McLin, Board Member Stromberg, Board Member Tobin, Board Member Walker and Chair Wright**

### 3. BUSINESS & PUBLIC COMMENT

[14736-21](#)

Strategic Planning for the Department of Public Utilities

The Utilities Manager is expected to annually develop strategic objectives and long-term goals and present them to the Board for approval. The Utilities Manager has scheduled a meeting on September 30th for staff to

begin strategic planning for fiscal year 2023. Staff plans to return to the Board at the September 15th regular meeting to present and request approval of any proposed revisions to the Mission, Vision, Values, Strategic Goals and Objectives. Prior to that, staff would like the Board's input to incorporate into planning efforts to ensure alignment of focus areas, strategic objectives and goals with Board and County priorities.

Ms. Dawn Reed, a consultant from Human Strategies, LLC was present to facilitate the meeting and gather feedback. Items 3.a. through 3.f. below are derived from the meeting schedule that she distributed. Revisions made to documents are attached to the minutes.

**3.a. Review DPU Mission/Vision/Values**

**3.b. Review DPU FY2022 Focus Areas and Goals**

**3.c. Public Comment**

Mr. Wright opened the floor for public comment on Current Focus Areas and Goals and items not otherwise included on the agenda. There were no comments.

**RECESS**

Chair Wright called for a recess at 2:52 p.m.  
The meeting reconvened at 3:02 p.m.

**3.d. Prioritize DPU Objectives**

Ms. Reed clarified that since Goal 1.0 is part of the DPU's Mission Statement voting would only occur for Goals 12.0 through 6.0. Mr. Shelton and Mr. Wright also stated that Goal 1.0 is priority and not voting on that item is not intended to diminish its importance (see attached).

**3.e. Possible new Focus Areas, Goals, Objectives**

"Educate Board Members on markets, contracts, and production options for electricity and solar."

**3.f. Public Comment**

Mr. Wright opened the floor for public comment on any items. There were no comments.

**3.g. Verbal Prioritization; Plus/Delta**

Plus (no pluses)

Delta

1. More votes/fractional votes to spread across the objectives
2. Separate the goals from what we do every day (Goal 1)
3. Don't eliminate Focus Area 1; ensure that communication of priorities to the department and public emphasize the importance of Focus Area 1.
4. Meetings are better when conducted in person
5. Have Deputy Managers participate more



**4. ADJOURNMENT**

The meeting adjourned at 3:39 p.m.

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**APPROVAL**

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Board of Public Utilities Chair Name

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Board of Public Utilities Chair Signature

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Date Approved by the Board

**FOCUS AREA - FINANCIAL PERFORMANCE**

♥ →	2.1 OBJECTIVE - Utilize revenues to provide a high level of service while keeping rates competitive with similar utilities.
→	2.2 OBJECTIVE - Conduct cost of service studies for each utility at least every 5 years.
♥	2.3 OBJECTIVE - Meet financial plan targets by 2025, water by 2028.
♥ →	2.4 OBJECTIVE – Achieve workplans while operating within budget.

**FOCUS AREA - CUSTOMERS & COMMUNITY**

♥ → ✓	3.1 OBJECTIVE - Customer service processes and systems are efficient, secure and user-friendly.
	3.2 OBJECTIVE - Stakeholders are engaged in and informed about Utilities operations affecting the community.
	<del>3.2.1 OBJECTIVE – Conduct a community survey of the new conservation objectives.</del>

**FOCUS AREA - WORKFORCE**

✓	4.1 OBJECTIVE - Leaders invest in employee training and professional development.
→	4.2 OBJECTIVE - Employees promote a culture of safe, ethical and customer focused behavior.
♥	4.3 OBJECTIVE - Employees are engaged, satisfied and fairly compensated.

**FOCUS AREA - ENVIRONMENTAL SUSTAINABILITY**

✗♥	★ ✗ ✗	5.1 OBJECTIVE - ELECTRIC (EP & ED) Be a carbon neutral electric provider by 2040.
	★ ★	5.2 OBJECTIVE - Electric efficiency is promoted through targeted electric conservation programs. <del>Increase local solar peak production to 6 MW by 2040. (This is 30% of local solar produced based on LAC peak load of 18 MW)</del>
	★	5.3 OBJECTIVE - WATER (DW) – Reduce potable water use by 12% per capita per day by 2030 using a 2020 calendar year-end baseline.
	★ ★ ✗ ✗	5.4 OBJECTIVE - GAS – Reduce natural gas usage by 5% per capita per heating degree day by 2030 using a 2020 calendar year-end baseline and support elimination of natural gas usage by 2070.
→	✗ ✓ ✓	5.5 OBJECTIVE - SEWER (WT) – Provide Class 1A effluent water in LAC

**FOCUS AREA - PARTNERSHIPS**

✓	6.1 OBJECTIVE - Communicate with stakeholders to strengthen existing partnerships and identify new potential mutually beneficial partnering opportunities
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**STAMP ASSIGNMENTS:**

McLin – Arrow →

Stromberg – Check ✓

Tobin – X Mark ✗

Walker – Star ★

Wright - Heart ♥



# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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Agenda No.:	6.B.
Index (Council Goals):	DPU FY2021 - 2.0 Achieve and Maintain Excellence in Financial Performance
Presenters:	Heather Garcia
Legislative File:	RE0469-21

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### Title

Approval of Incorporated County of Los Alamos Resolution No. 21-23, a Resolution Removing Uncollectible Utility Accounts from the Incorporated County of Los Alamos Accounts Receivables List for - Fiscal Year 2016 & Fiscal Year 2017

### Recommended Action

**I move that the Board of Public Utilities endorse Incorporated County of Los Alamos Resolution No. 21-23; A Resolution Removing Uncollectible Utility Accounts from the Incorporated County of Los Alamos Accounts Receivables List for - Fiscal Year 2016 and Fiscal Year 2017, and forward to the Council with a recommendation for approval.**

### ..Utilities Manager's Recommendation

The Utilities Manager and staff recommend that the Utilities Board endorse Resolution No. 21-23 and forward to County Council with a recommendation for approval.

### Body

Pursuant to 3-37-7 NMSA 1978, it is requested that the Board of Public Utilities approve the write off of the accounts listed in the Resolution, Exhibit A, which have been deemed uncollectible. These accounts have been uncollectible for four (4) or more years, and all avenues for collection by the county have been exhausted. Once the Utilities Board has formally approved the write-offs for utility charges, the Resolution will be presented to Council for final approval and adoption.

The New Mexico Attorney General's Opinion 70-88 indicated that writing off such uncollectible accounts has no effect on the County's future right to collection if circumstances change, and if collection is not barred by the applicable statute of limitations.

The amount of write-off for each utility was determined from the actual amounts billed. The APPA reports in their 2017 survey that comparably sized utilities (5,000 - 10,000 customers) have a weighted average of .0019 per revenue dollar. The County has a ratio of .000142 for FY2016 and a ratio of .00038 for FY2017, in both cases excluding sales to DOE. This shows for FY2016 and FY2017 the County's ratio of uncollectible utility accounts is significantly lower than other similar size utilities.

Utilities write-offs for fiscal year 2016 consist of 31 accounts totaling \$8,5550.08. Utilities write-offs for fiscal year 2017 consist of 58 accounts totaling \$24,292.45. Please note the balance due listed on Exhibit "A" includes GRT & GGRT in the amounts of \$390.32 & \$150.17

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respectively for fiscal year 2016 and \$846.59 & \$554.40 respectively for fiscal year 2017.

### Alternatives

The alternative is to maintain these amounts as receivables, an asset, on the County's books, with an offsetting liability, allowance for uncollectible accounts.

### Fiscal and Staff Impact

<u>Utility</u>	<u>FY2016</u>
Electric	\$ 2,811.17
Gas	\$ 2,207.02
Water	\$ 617.38
Sewer	\$ 1,321.56
Subtotal	\$ 6,957.13 (amount requiring Utility Board Approval for FY16)
Refuse	\$ 1,052.46
<b>FY16 TOTAL</b>	<b>\$ 8,550.08</b>

<u>Utility</u>	<u>FY2017</u>
Electric	\$ 8,991.59
Gas	\$ 2,747.78
Water	\$ 2,749.09
Sewer	\$ 6,320.08
Subtotal	\$20,808.54 (amount requiring Utility Board Approval for FY17)
Refuse	\$2,082.92
<b>FY17 TOTAL</b>	<b>\$24,292.45</b>

### Attachments

A - Resolution No. 21-23

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-23**

**A RESOLUTION REMOVING UNCOLLECTIBLE UTILITY ACCOUNTS  
FROM THE INCORPORATED COUNTY OF LOS ALAMOS'  
ACCOUNTS RECEIVABLE LIST FOR FISCAL YEARS 2016 AND 2017**

**WHEREAS**, Heather Garcia, Acting Deputy Utilities Manager - Finance and Administration, and Melissa Dadzie, Deputy Chief Financial Officer, have stated that:

1. The accounts listed are unsecured receivables incurred for the services or fees outlined in Exhibit "A" attached hereto; and
2. Monthly statements were mailed and numerous efforts were made to locate the debtors and collect the unsecured receivables; and
3. The accounts have been uncollectible for more than four (4) years; and
4. In the opinion of the Acting Deputy Utilities Manager-Finance and the Deputy Chief Financial Officer, the accounts are uncollectible.

**WHEREAS**, collection efforts with respect to the uncollectible accounts have been unsuccessful and the uncollectible accounts remain on the list of accounts receivable of the Incorporated County of Los Alamos ("County"); and

**WHEREAS**, County wishes to remove the uncollectible accounts from the list of accounts receivable as authorized by NMSA 1978, Section 3-37-7.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Incorporated County of Los Alamos, that:

**Section 1.** Pursuant to NMSA 1978, Section 3-37-7, the uncollectible accounts, including but not limited to those uncollectible accounts that have been discharged in bankruptcy, are hereby removed from the list of accounts receivable of County.

**Section 2.** Nothing in this Resolution or the removal of the accounts from the list of accounts receivable shall have any effect on County's future rights to collection as to the uncollectible accounts and the discharged accounts if circumstances change.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of September 2021.

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

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**Randall T. Ryti,  
Council Chair**

**ATTEST: (Seal)**

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

## EXHIBIT "A"

## WRITE OFF ACCOUNTS FY16

<i><b>Account Number</b></i>	<i><b>Customer Name</b></i>	<i><b>Amount Due</b></i>
2117208	MARKUS A BOOMER	\$ 279.36
2069588	TANYA COLLINS	\$ 71.09
2068048	KACIE AND MATTHEW CASTER	\$ 857.79
2062208	SHERRY BOYD	\$ 49.24
2114388	ERIC AND REBECCA WILHOIT	\$ 132.53
2068948	REBECCA RAWLS	\$ 650.35
2120398	EVA ELIZABETH HILL	\$ 122.74
2112598	DAMIEN B MARQUEZ	\$ 69.49
2083218	NICHOLAS AND DANIEL ENRIQUE SUAREZ GAMEZ	\$ 857.49
2119688	ERIC C LARSON	\$ 61.44
2113588	VICTORIA SANDOVAL	\$ 35.64
2015315	JEFF JOHNSON 4131 ARKANSAS UNIT C	\$ 57.46
2112048	ANTONITA BUSTOS	\$ 852.85
2017041	LOUISE CARSON	\$ 450.43
2116228	COREY E SMITH	\$ 64.50
2096578	REBEKAH SEITZ	\$ 36.98
2017635	SRINIVASAN AND SHEELA SRIVILLIPUTHUR	\$ 384.51
2025162	JIMMY DAVIS	\$ 193.97
2121298	AUSTIN GARDNER	\$ 53.31
2104308	NATHANIEL AND VICKI FARNHAM	\$ 447.14
2109088	PERLA RASCON AND MISAEL ENCARNACION-PERE	\$ 163.10
2011826	BENAGE	\$ 325.71
2119318	ROBERT COYNE	\$ 367.27
2102408	JENNIFER SMITH	\$ 555.01
2038448	TONY MONDRAGON	\$ 705.98
2000412	AGUSTIN CAMACHO	\$ 153.83
2115008	ANTIONETTE M ESPINOZA	\$ 369.10
2036818	RONALD G HENNIES	\$ 77.47
2073248	PAUL AND SHANNON LUPYON	\$ 5.99
2093058	JOEL STEWART	\$ 29.32
2118098	SANDRA PAGE	\$ 68.99
		<hr/>
		\$ 8,550.08

## EXHIBIT "A"

## WRITE OFF ACCOUNTS FY17

<b>Account Number</b>	<b>Customer Name</b>	<b>Amount Due</b>
2006959	JACOB HARRIS	\$ 65.50
2008479	TAMMY LYNN SANCHEZ AKA TAMMY SCUTT	\$ 474.24
2008884	THOMAS BENTLEY	\$ 687.82
2013757	MARY DEAL REALTY	\$ 3.00
2015402	KELLY MCLOUGHLIN	\$ 707.68
2016264	BO-SAN	\$ 30.42
2018651	DEB E. BUTLER	\$ 526.36
2022374	SCOTT MARRIOTT	\$ 248.56
2023733	TERRI MOORE	\$ 264.52
2025208	NANNETTE SPARKS	\$ 437.50
2029088	KANSAS TARBERT	\$ 15.16
2037168	AARON ENLOE	\$ 56.99
2041768	ANDREA RIVERA	\$ 23.20
2042798	TIM SKINNER	\$ 16.52
2047038	CHRISTOPHER AND SARAH TAYLOR	\$ 105.96
2047458	JERAMIAH BOYER	\$ 13.60
2047748	C1C2 INVESTMENTS / JIM DEVIS	\$ 5,940.51
2050358	STEPHANIE STREET	\$ 301.75
2050498	LARRY BOBO	\$ 865.09
2056808	DESIREE HYDE	\$ 457.05
2057198	HOME RUN PIZZA OF LOS ALAMOS	\$ 1,224.43
2061028	MEGAN MONTOYA	\$ 176.88
2065788	KEVIN CARPENTER	\$ 229.66
2076058	SHAWN DERYKE	\$ 675.91
2082848	ANTHONY R. MARTINEZ	\$ 398.88
2083878	MICHAEL OCOBOCK	\$ 421.38
2086218	LOREYANN BARELA	\$ 295.76
2086938	BRUCE PATTEN	\$ 153.82
2090218	CRYSTAL MILLER	\$ 88.27
2090578	BRITTANY ROGERS	\$ 757.32
2090648	KEUNRANG LEE	\$ 333.36
2091168	ASHLEE JUSTICE	\$ 383.87
2099858	DAVID J DUNN	\$ 153.04
2101378	SHERIDAN BARNES	\$ 187.11
2104778	ELFEGO LOVATO III	\$ 112.59
2106288	C1C2 INVESTMENTS 1911 CENTRAL AVE	\$ 876.01
2112448	RAUL RAMIREZ	\$ 34.20
2112678	BILL OR JACQUE G KING	\$ 523.01
2114568	JOSHUA KREPPS	\$ 569.78
2115338	ALEX MEYER	\$ 780.81
2115638	DAKOTA HAMILTON	\$ 195.84
2116738	ERICA N ARCHULETA	\$ 263.74



## EXHIBIT "A"

2117718 JASON AND SHAUNDRA CARLSTON	\$	258.59
2117768 JEREMY AND TAMMY HALL	\$	623.99
2118078 SANAA AHMED	\$	201.58
2118448 JOSEPH M GONZALES	\$	44.47
2118518 GERONIMO VILLA DBA DON VILLAS BURRITOS	\$	386.48
2119148 DWAYNE AND STEPHANIE PILATO	\$	376.69
2121908 JUANITA AND BEN MARTIN	\$	287.93
2122178 KENDRA L FURGASON	\$	600.94
2122188 CHRISTOPHER MARTINEZ	\$	2.65
2122568 MICHAEL FORD	\$	338.28
2122778 ERIN R HAMILTON AND CHRISTEN CHAVEZ	\$	8.90
2122838 AUSTIN AND SARAH LIBERTY T MEULI	\$	42.77
2123148 SHANNANDOHA LOPEZ	\$	574.58
2124268 NATHANIEL AND TONJYA LUCAS	\$	357.78
2126488 TOD JOHNSON/2120 34TH ST UNIT A	\$	31.72
2128898 MILAN SYKORA	\$	78.00
	<hr/>	
	\$	24,292.45



# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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<b>Agenda No.:</b>	6.C.
<b>Index (Council Goals):</b>	DPU FY2021 - 1.0 Provide Safe and Reliable Utility Services; DPU FY2021 - 2.0 Achieve and Maintain Excellence in Financial Performance
<b>Presenters:</b>	James Alarid
<b>Legislative File:</b>	RE0475-21

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### Title

Incorporated County of Los Alamos Resolution No. 21-25; A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2022 Applications to the Water Trust Board for Funding Non-Potable Water System Projects

### Recommended Action

**I move that the Board of Public Utilities endorse Resolution 21-25; A Resolution Authorizing the County Council Chair or Los Alamos County Utilities Manager to Approve Submission of Completed Applications and Necessary Documents for 2022 Applications to the Water Trust Board for Funding Non-Potable Water System Projects, and forward to Council for approval.**

### Staff Recommendation

The Utilities Manager and staff recommends that the Board approve the motion as presented.

### Body

Applications for the 2022 Water Trust Board (WTB) funding cycle are due on October 8, 2021. The DPU proposes to apply for funding to construct a new 833,000 gallon non-potable water tank at the Bayo Booster Station Site and associated pipe improvements to the existing 180,000 gallon tank. Upgrades to the existing open top concrete reservoir include adding a cover, up-size discharge pipe to eliminate cavitation and new tank level sensor instrumentation. A requirement by the WTB is to submit a resolution by the governing body with the application. Resolution 21-25 is provided as Attachment A, which if approved, authorizes the DPU to apply for funding in the 2022 cycle. Los Alamos County was awarded \$900,000 for the same project in the 2020 WTB funding cycle. Bids for the project were received on August 4, 2021. The low bid received was approximately \$1.5 million over the budgeted amount. Price increases and material shortages due to the pandemic were the reason for the extremely high bids. The project has now been split into two phases. Phase I will construct a portion of the project with the 2020 WTB award. The 2022 Application will seek funding for phase II to complete the project.

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

### Alternatives

If the resolution is not approved an application for 2022 Water Trust Board Funding will not be submitted.

### Attachments

A - Resolution 21-25

**INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 21-25**

**A RESOLUTION AUTHORIZING THE COUNTY COUNCIL CHAIR OR LOS ALAMOS COUNTY UTILITIES MANAGER TO APPROVE SUBMISSION OF COMPLETED APPLICATIONS AND NECESSARY DOCUMENTS FOR 2022 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 (2003) ("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 28, 2021; and

**WHEREAS**, a meeting of the County Council was held on this date to consider the authorization and submission of the Applications for 2022 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 Bayo Non-Potable Booster Station New Tank and Existing Tank, Piping, Metering and Controls Upgrades, 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 28<sup>th</sup> day of September, 2021.

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

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**Randall T. Ryti**  
**Council Chair**

**ATTEST:**

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



# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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<b>Agenda No.:</b>	6.D.
<b>Index (Council Goals):</b>	* 2021 Council Goal - Investing in Infrastructure; * 2021 Council Goal - Enhancing Communication; DPU FY2021 - 3.0 Be a Customer Service Oriented Organization that is Communicative, Efficient, and Transparent; DPU FY2021 - 4.0 Sustain a Capable, Satisfied, Engaged, Ethical and Safe Workforce Focused on Customer Service; DPU FY2021 - 6.0 Develop and Strengthen Partnerships with Stakeholders
<b>Presenters:</b>	Philo Shelton
<b>Legislative File:</b>	AGR0782-21

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### Title

Approval of Amendment No. 1 to Professional Services Agreement No. AGR16-701 with Tyler Technologies, Inc. in the amount of \$160,965.00, for a Total Agreement Amount Not-to-Exceed \$3,593,323.00, plus Applicable Gross Receipts Tax, to purchase "Tyler Notify" and "MyCivic311™ Bundle."

### Recommended Action

**I move that Board of Public Utilities endorse Amendment No. 1 to Professional Services Agreement No. AGR16-701 with Tyler Technologies, Inc. in the amount of \$160,965.00, for a Total Agreement Amount Not-to-Exceed \$3,593,323.00, plus Applicable Gross Receipts Tax, for "Tyler Notify" and "MyCivic311™ Bundle" as drafted and attached, but may be subject to minor modifications, only if the final form is approved by the County Attorney and then forwarded to County Council with a recommendation for approval.**

### Utilities Manager Recommendation

The Utilities Manager and Staff recommend that the BPU approve the motion as presented.

### Body

Ms. Pippa Freyer, Business and ERP Manager presented to the BPU on August 18, 2021. Mr. Steven Lynne, County Manager also responded to BPU member questions and provided clarifying information. Since Utilities Manager, Philo Shelton return travel from was delayed, the BPU chose to table this item until the next regular meeting. Also, the BPU requested some additional information that is contained in Attachment G - Tyler PowerPoint Presentation.

County Council approved in FY2021 budget option D-61 within the Administrative Services Department-Information Management Division for 311/Customer Relations Management software at a budget amount of \$250,000. Over the past year, a countywide committee was formed and reviewed several software services that offered 311/Customer Relations Management functions. Given the County uses Tyler for Work Orders and EnerGov for Building Permits and Code Enforcement, the committee recommended pursuing the "Tyler Notify" and "MyCivic311™ Bundle" to have the best software integration into the County's existing software

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services. In 2016 Tyler was awarded the contract for the County's new Enterprise Resource Planning (ERP) services and this will be the first amendment to this professional services agreement. The attached three product brochures provide a summary of the benefits of this amendment.

#### **Alternatives**

Direct staff to pursue other 311/Customer Relations Management services that may not integrate as well with existing software services that the County uses.

#### **Fiscal and Staff Impact**

The cost of this service is within the \$250,000 budget given in Administrative Services Department-Information Management Division for fiscal year 2021. The implementation of this 311/Customer Relations Management software will significantly save time and effort by Customer Care Staff once implemented.

#### **Attachments**

- A - AGR16-701-A1 Tyler Technologies\_ DRAFT\_FINAL w Exhibit N
- B - AGR16-701 Original
- C - Tyler Notify - Product Brochure
- D - MyCivic Citizen Engagement and MyCivic 311 - Product Brochure
- E - Tyler 311 - Product Brochure
- F - MyCivic 311 SOW
- G - Tyler PowerPoint Presentation



**AMENDMENT NO. 1  
INCORPORATED COUNTY OF LOS ALAMOS  
LICENSE AND SERVICE AGREEMENT NO. AGR16-701**

This **AMENDMENT NO. 1** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated County of the State of New Mexico ("County"), and **Tyler Technologies, Inc.**, a Delaware corporation ("Contractor" or "Tyler"), to be effective for all purposes October 1, 2021 (the "Amendment Effective Date").

**WHEREAS**, County and Contractor entered into Agreement No. AGR16-701, dated June 15, 2016, for Enterprise Resource Planning System and Related Implementation Services ("ERP"); and

**WHEREAS**, the County Chief Purchasing Officer has determined that procurement of additional products "Tyler Notify" and "Tyler Incident Management" and associated implementation and maintenance services may be obtained in accordance with Section E(1)(o) and Exhibit "A" of the Agreement; and

**WHEREAS**, subsequent to the effective date of the Agreement, the product option identified as Tyler Incident Management was rebranded as Tyler311™ and is now referred to as Tyler 311/Incident Management;

**WHEREAS**, Tyler 311/Incident Management can be bundled with MyCivic™, which is then referred to as the MyCivic Bundle; and

**WHEREAS**, in accordance with Section E(1)(o) of the Agreement, Exhibit "M" identifies the current rates for the procurement of these optional products and services; and

**WHEREAS**, the County seeks to purchase "Tyler Notify" and "MyCivic Bundle", which includes "Tyler 311/Incident Management", as additional products pursuant to the Agreement; and

**WHEREAS**, in County Council Special Session at a public meeting held on April 27, 2020, County Council approved item D61 in FY2021 Budget Options for Customer Relations Management functionality to include ability to manage citizen contact, record and track issues through to resolution, and provide agent console and manager dashboard; and

**WHEREAS**, the Board of Public Utilities recommended approval of this Amendment at a public meeting held on September 15, 2021; and

**WHEREAS**, the County Council approved this Amendment at a public meeting held on September 28, 2021.

**NOW, THEREFORE**, for good and valuable consideration, County and Contractor agree as follows:

- I. Delete **Section A. DEFINITIONS**, "**Defect**" in its entirety and replace it with the following:

*“Defect”* refers to a failure of the Licensed Property to materially conform to the functional requirements set forth in the Contractor’s Response To Functional Requirements Matrix and in the In Scope Program Modifications, Exhibits “H” and “I,” respectively, attached hereto and made a part hereof for all purposes, or their functional equivalent, or a failure of the Hosted Software to materially conform to the functional requirements set forth in Contractor’s current Documentation. Future functionality may be updated, modified, or otherwise enhanced through Contractor’s maintenance and support services, and the governing functional descriptions for such future functionality will be made available in Contractor’s then-current Documentation. Future functionality changes shall not eliminate the functional requirements set forth in Exhibits “H”, “I,” and “N.”

- II. Delete **Section A. DEFINITIONS, “Documentation”** in its entirety and replace it with the following:

“Documentation” refers to any online or written documentation related to the use or functionality of the Licensed Property or Hosted Software, as applicable, that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals, documentation of reporting views, and other training or self-help documentation.

- III. Delete **Section A. DEFINITIONS, “Licensed Property”** in its entirety and replace it with the following:

“Licensed Property” refers to all Contractor software products, except the Hosted Software, identified in the Product and Rate Schedule, Exhibits “A” and “M” attached hereto and made a part hereof for all purposes, and any related interfaces, custom modifications, and product upgrades, as set forth in Section B(I)(1)(f).

- IV. Add the following new definitions to **Section A. DEFINITIONS**:

*“Future State Decisions”* refers to the project planning terminology describing how an organization envisions a solution will work, what it will do, and the best practices and processes a solution will utilize to accomplish the desired results.

*“Hosted Software”* refers to the Transparency Portal, Tyler Notify, and MyCivic Bundle software products hosted by Contractor according to the terms and conditions set forth in Section D(II) of this Amendment.

*“MyCivic”* refers to a citizen-facing, hosted, mobile app that integrates with Tyler 311/Incident Management.

*“MyCivic Bundle”* refers to the combination of MyCivic and Tyler 311/Incident Management products.

*“Tyler 311/Incident Management”* refers to a web-based integrated civic request management system that takes in requests from multiple channels, manages resolutions, and measures results. Tyler 311/Incident Management is the Munis integrated back-end interface of the MyCivicsolution, including the agent console. Tyler 311/Incident Management allows for collection of comprehensive citizen requests from the online portal, MyCivic mobile application, email, 311 calls, and walk-ins. Tyler 311/Incident Management allows for

integrated resolution workflows, insights, and reporting for internal stakeholders. Tyler 311/Incident Management allows for integration of MyCivic with Tyler Munis.

*“Tyler Notify”* refers to the hosted communications platform which enables the County to interact with citizens using various delivery channels and tools; including phone, email, and text messaging, as well as bilingual communication options.

- V. Add a new **Subparagraph (a), (b), (c), (d), and (e)** to **SECTION C. IMPLEMENTATION SERVICES, Paragraph 1**, as follows:

**SECTION C. IMPLEMENTATION SERVICES:**

**1. IMPLEMENTATION PROJECT SCOPE.**

- a) The Scope for the additional products “Tyler Notify” and “MyCivic Bundle” only, of which are subject to the terms and conditions of this Amendment, shall be comprised of the implementation, deliverables, project scope, and technical specifications as outlined below in Section C(1)(b) and in Exhibit “N,” attached hereto and made a part hereof for all purposes. If any services, tasks, or responsibilities not specifically described in this Amendment are inherent or necessary sub-activities of the tasks, they shall also be included within this Scope.
- b) **Implementation.**
  - i) The Contractor shall, within ten (10) business days from the Effective Date of this Amendment, contact the County in order to initiate discussions of scheduling project activities, including scheduling a virtual kick-off meeting with the County's designated staff (“Project Staff”). Upon confirmation of the date of the virtual kickoff meeting, Contractor shall provide County with a written agenda, which shall include what Contractor requests the County complete prior to the kickoff meeting. As part of the kick-off meeting, the parties shall:
    - 1. Introduce assigned Contractor and County project team members and project leads (“Project Staff”).
    - 2. Establish a mutually agreed upon Project Schedule that includes Production/Go-Live Launch Timeline, Deliverable Due Dates, Project Milestones, and Communication Protocols. Parties shall identify infrastructure needs for Tyler Notify, MyCivic311 Bundle, and integration needs for Tyler Munis and any other Tyler products to integrate with Tyler Notify and MyCivic 311 Bundle. Contractor shall provide a written memorandum to the County's Project Staff within thirty (30) days from the date of the kick-off meeting outlining the final agreed-upon Project Schedule. The Project Schedule may only be modified by mutual written agreement of the parties.
    - 3. Discuss the scope of work, planning assumptions, and project progression to meet County identified Production/Go-Live Launch Timeline.
    - 4. Identify data transfer methods between Contractor and County's Project Staff related to the performance of this Amendment.
    - 5. Establish dates, times, and methods for Contractor to perform installation of the Licensed Software.

- ii) Contractor shall provide remote services to County for the installation of Tyler Notify, which includes installation, configuration, and training of Tyler Notify on County's hardware.
  - iii) Contractor shall provide remote services to County for the installation of MyCivic311 Bundle, which includes installation, configuration, and training of MyCivic311 Bundle on hosted/SaaS supported hardware provided by Contractor.
- c) **Deliverables.** The project shall follow the stages identified below and Contractor shall conduct a meeting at the close of each stage to provide County with updates.
  - i) Initiate and Plan: Contractor shall provide a written memorandum to County within thirty (30) days following the kick-off meeting as identified in Section 1. Implementation(a)(ii) above, detailing Project Schedule, Scope of Work, and Planning assumptions. Contractor shall provide County with access to Project Portal. Contractor shall provide County with a Planning Report which contains Contractor's resource commitments, details of Contractor's key components of the project, responsibilities, and timeline.
  - ii) Assess and Define: Contractor shall assist County in determining future state decisions and configuration options to support future state decisions and provide a solution orientation report detailing configuration options and assumptions behind the proposed software configuration.
  - iii) Installation: Contractor shall install Licensed Software, which shall include the configuration of the Licensed Software. Contractor shall develop a solution validation test plan, review with County and update the plan as necessary.
  - iv) Production Readiness: Contractor shall provide County with a solution validation report, confirming that the Licensed Software performs as indicated in the solution validation plan. Contractor shall provide County with a go-live action plan and inform County of necessary go-live activities. Contractor shall conduct a go-live Planning Session with County Project Staff in preparation for launch of the Licensed Software. Contractor shall deliver end-user training to County Project Staff to demonstrate use of the software prior to go-live, as more particularly described in Exhibit "N".
  - v) Production: Contractor shall deliver the Licensed Software in a functional, live production state. Activities identified in the go-live action plan shall be completed by Contractor and County. All converted data shall be available in the production environment. Contractor shall provide County with all support documentation.
  - vi) Close: Contractor and County shall confirm no critical issues remain to be resolved. If any critical issues remain, Contractor shall resolve them in a timely manner. Contractor shall confirm that proper knowledge transfer to County Project Staff has been completed. All Contractor deliverables identified in the Planning Report, and through other scheduling meetings shall be completed.
- d) **Product Scope:** Tyler Notify and MyCivic311 Bundle shall provide the following features and functions:
  - i) 311 agent console features which shall enable County employees and departments to receive, direct, and monitor citizen requests, feedback, and complaints from time of receipt through resolution.

- ii) Functionality to support and manage citizen and County interactions occurring via phone, web, and mobile channels in a consistent manner.
- iii) Provide citizens with the ability to communicate requests, feedback, and complaints to the County and to receive updates from receipt to resolutions of their issues.
- iv) Enable County to proactively notify targeted citizens of public service announcements, changes to or disruptions in County services.
- v) Enable County to develop and maintain contacts and interact with citizen communities with special interests such as service organizations, neighborhood associates, community clubs, and users of a specific service or facility.
- vi) Track and allow reporting of statistical information related to citizen requests.
- vii) Enable County to develop performance metrics and goals related to citizen requests.
- viii) The ability for County to identify trends and possible service delivery gaps.
- ix) The ability for County to target finite resources to improve citizen service delivery.

- e) **Technical Specifications:** The functionality requirements of the Licensed Software shall include, at minimum, the following:
  - i) Customer Contact Management CU63-CU82, CU5, CU34.
  - ii) Portals section IT148-150
  - iii) Self-Service Apps for Public Access section IT14.
  - iv) Communications for Emailing and SMS -texting, Web, letters, and notices to defined groups, event notification, citizen requests and workflow IT71, IT100, IT134, and IT137.
  - v) Online work requests WO34-WO35.

VI. Add a new **Subparagraph (a) to SECTION C. IMPLEMENTATION SERVICES, Paragraph 2**, as follows:

## **SECTION C. IMPLEMENTATION SERVICES:**

### **2. IMPLEMENTATION SERVICES.**

- a) Contractor shall provide the Implementation Services itemized in Exhibit “M” and described in Exhibit “N.”

VII. Delete **SECTION D.I.2.** in its entirety and replace it with the following:

be required to purchase new releases of the Licensed Property and/or Hosted Software, including fixes, enhancements and patches;

VIII. Delete the section heading for **Section D.II.** in its entirety and replace it with the following:

## **II. SOFTWARE AS A SERVICE (“SaaS”) AGREEMENT.**

- IX. Delete **SECTION D.II.1. RIGHTS GRANTED., SECTION D.II.2. OWNERSHIP., SECTION D.II.3. SOFTWARE WARRANTY., AND SECTION D.II.4.(a)** in their entirety and replace with the following:

1. **RIGHTS GRANTED.** Contractor shall grant to County the non-exclusive, non-assignable limited right to use the Hosted Software for so long as County is paying the annual SaaS fees associated with such Hosted Software. Service availability for the Hosted Software will be provided under the terms of the Service Level Agreement ("SLA"), Exhibit "B", attached hereto and made a part hereof for all purposes. County acknowledges that Contractor does not ship copies of the Hosted Software.
2. **OWNERSHIP.**
  - a) Contractor shall retain all ownership and intellectual property rights to the Hosted Software and Contractor's Services related thereto, and anything developed by Contractor under this SaaS Agreement.
  - b) County does not acquire under this SaaS Agreement any license to use the Hosted Software in excess of the scope and/or duration set forth herein.
  - c) Contractor shall provide County with a license to any Documentation related to the Hosted Software. The Documentation may be used and copied by County officials, employees or other agents for internal reference purposes only.
  - d) County shall retain all ownership and intellectual property rights to the data County provides for operation of, or maintenance in, the Hosted Software ("Data").
3. **SOFTWARE WARRANTY.** Contractor warrants that the Hosted Software will perform without Defects for so long as County pays its then-current annual SaaS fees for such Hosted Software. If the Hosted Software does not perform as warranted, Contractor shall use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Exhibit "B" and the Support Call Process, Exhibit "C" Schedule 1, attached hereto and made a part hereof for all purposes. Should Contractor be unable to cure the Defect, Contractor shall provide a functional equivalent. If Contractor cannot provide a functional equivalent, then Contractor will refund County previously paid but unused SaaS fees applicable to the Hosted Software.
4. **SAAS SERVICES.**
  - a) Contractor shall have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Hosted Software in the event of a disaster or component failure. In the event any Data has been lost or damaged due to an act or omission of Contractor or its subcontractors or due to a Defect in the Hosted Software, Contractor shall use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from the declaration of a disaster by Contractor. For purposes of this subsection, RPO represents the maximum tolerable period during which Data may be lost, measured in relation to a disaster.

- X. Delete **SECTION E. COMPENSATION, Paragraph 1 only, not including the subparagraphs**, in its entirety and replace it with the following:



## SECTION E. COMPENSATION:

1. **AMOUNT OF COMPENSATION.** The total amount payable under this Agreement for all Services and Products identified herein shall be in accordance with rates identified in Exhibits "A" and "M," attached hereto and made a part hereof for all purposes, and shall be payable according to the terms set forth below and, if applicable, as identified in Exhibit "L". The fees payable hereunder shall not exceed THREE MILLION FIVE HUNDRED NINETY-THREE THOUSAND THREE HUNDRED AND TWENTY-THREE DOLLARS (\$3,593,323.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").

XI. Add new **Subparagraphs (p), (q), (r), and (s)** to **SECTION E. COMPENSATION, Paragraph 1**, as follows:

## SECTION E. COMPENSATION:

### 1. AMOUNT OF COMPENSATION.

- p) County shall pay one-time compensation for software licenses fees for **Tyler 311/Incident Management** in an amount not to exceed TWENTY-TWO THOUSAND TWO HUNDRED AND SEVENTY-FIVE DOLLARS (\$22,275). License fees for **Tyler 311/Incident Management** shall be invoiced on the earlier of (i) the date when Contractor installs the Tyler 311/Incident Management software or (ii) forty-five (45) days after the Amendment Effective Date.
- q) County shall pay one-time compensation for Implementation Services, including project management services, for **Tyler Notify** and **MyCivicBundle**, in a combined amount not to exceed THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$37,800). These Implementation Services, including project management services, shall be invoiced as provided and/or incurred.
- r) Compensation for Tyler System Management Services for **Tyler 311/Incident Management** are waived for the period of time commencing on the Amendment Effective Date and ending concurrently with the then-current term for Tyler System Management Services under the Agreement.
- s) Upon the date when Contractor provides the County with access to the **Tyler 311/Incident Management** software ("Software Access Date") County shall pay annual maintenance and support fees of FIVE THOUSAND FOUR HUNDRED AND FORTY-FIVE DOLLARS (\$5,445), prorated for the time period commencing on the Software Access Date and ending concurrently with the then-current term for maintenance and support under the Agreement, for a total not to exceed amount of TEN THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$10,890) through June 14, 2023.
- t) Upon the first day of the first month following the date Contractor makes the SaaS environment available to the County, County shall pay annual SaaS fees of FORTY-FIVE THOUSAND DOLLARS (\$45,000) for both products **Tyler Notify** and **MyCivic**

**Bundle**, prorated for the time period commencing on such date , for a total not-to-exceed amount of NINETY THOUSAND DOLLARS (\$90,000) through June 14, 2023.

XII. Delete **SECTION F GENERAL TERMS AND CONDITIONS, Paragraph 30. CONTRACT DOCUMENTS** in its entirety and replace it with the following:

**30. CONTRACT DOCUMENTS.** This Agreement includes the following attachments and schedules:

Exhibit A	Product and Rate Schedule
Exhibit B	Service Level Agreement
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	DocOrigin and BMI End User License Agreement and Technical Documentation
Exhibit E	Los Alamos Technology Standards
Exhibit F	SOW Tasks, Phases, and Timeline Chart
Exhibit G	Statement of Work
Exhibit H	Functional Requirements Matrix
Exhibit I	In Scope Program Modifications
Exhibit J	Confidential Information Disclosure Statement
Exhibit K	Contractor's Business Travel Policy
Exhibit L	Invoicing and Payment Schedule
Exhibit M	Product and Rate Sheet for Tyler Notify and MyCivicBundle (including Tyler 311/Incident Management)
Exhibit N	Statement of Work for Implementation of Tyler Notify and MyCivicBundle

XIII. The reference to "Tyler Software" in Exhibit "B" is hereby deleted and replaced with "Hosted Software".

Except as expressly indicated in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS THEREOF**, the parties hereto have executed this Amendment No. 1 as of the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_  
**STEVEN LYNNE** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

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

**TYLER TECHNOLOGIES, INC., A DELAWARE CORPORATION**

**BY:** \_\_\_\_\_  
**SHERRY CLARK** **DATE**  
**SR. CORPORATE ATTORNEY**

**Exhibit "M"**  
**Rate Sheet for Tyler Notify and MyCivic Bundle (including Tyler 311/Incident Management)**  
**AGR16-701-A1**

**a. License**

Description	Quantity	One-time License Fee
Tyler 311/Incident Management	1	\$22,275.00
Sub-Total		\$22,275.00

**b. Tyler Software Maintenance and Support Services**

Description	Annual Maintenance Fee
Tyler 311/Incident Management	\$5,445.00
Tyler System Management Services Contract	\$1,361.00
Sub-Total	\$6,806.00

**c. Implementation**

SaaS	Implementation Hours	One-time Implementation Cost
Tyler Notify (Includes 150,000 Messages per Year)	16	\$2,800.00
MyCivic Bundle	96	\$16,800.00
Software and Related Services	Implementation Hours	One-time Implementation Cost
Tyler 311/Incident Management	80	\$14,000.00
Sub-Total		\$33,600.00

**d. SaaS**

Description	Quantity	Annual SaaS Fee
Tyler Notify (Includes 150,000 Messages per Year)	1	\$30,000.00
MyCivic Bundle	1	\$20,000.00
Less Discount		\$(5,000.00)
Sub-Total		\$45,000.00

**e. Other Services**

Description	Quantity	Unit Price	Extended Price
Project Management Hours	24	\$ 175.00	\$ 4,200.00
Sub-Total			\$ 4,200.00

**Year 1 Total Not to Exceed Amount**

**\$111,881.00**

Amendment No. AGR16-701-A1

Tyler Technologies, Inc

10



# Los Alamos County, NM

## SOW from Tyler Technologies, Inc.

4/16/2021

Presented to:  
Pippa Freyer  
1000 Central Avenue Suite 350  
Los Alamos, NM 87544

Contact:  
Jeff Keller  
Email: [Jeff.Keller@TylerTech.com](mailto:Jeff.Keller@TylerTech.com)  
One Tyler Drive, Yarmouth, ME 04096

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Streamlining business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity

### 1.3 Methodology

This is accomplished by Los Alamos and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.

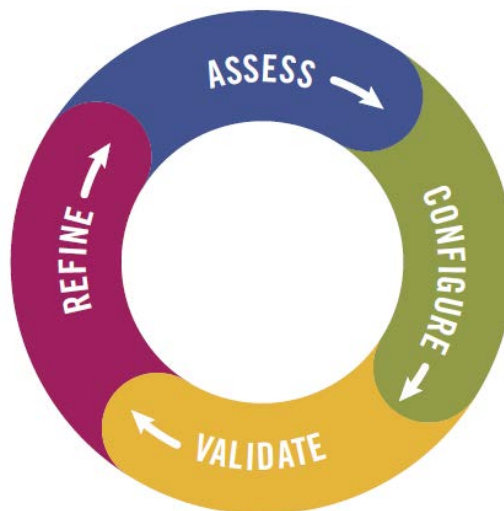
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Los Alamos and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Los Alamos and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Los Alamos's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

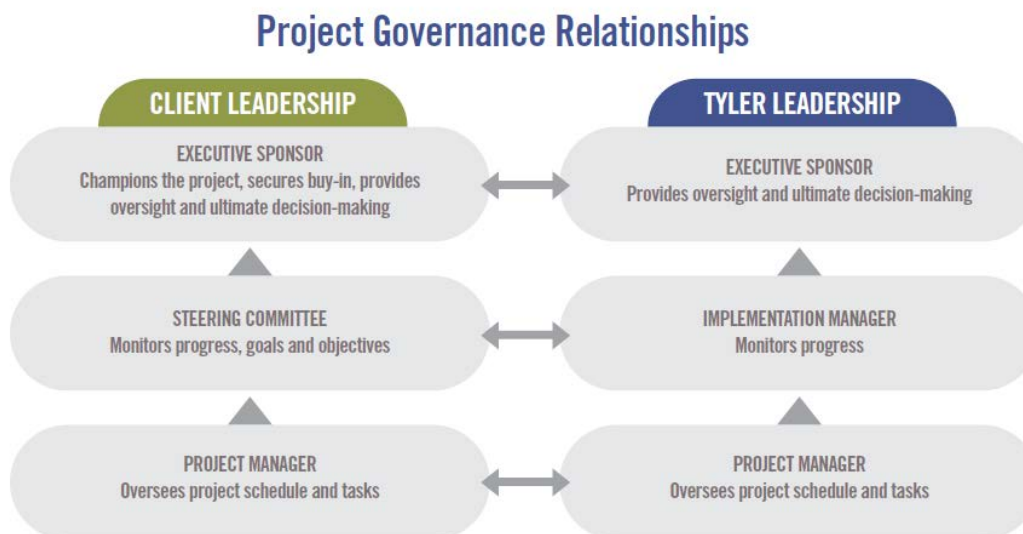
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

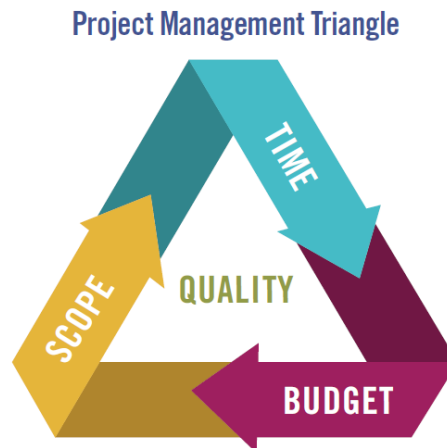
The chart below illustrates an overall team perspective where Tyler and Los Alamos collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Los Alamos Steering Committee become the escalation points to triage responses prior to escalation to Los Alamos and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Los Alamos and Tyler executive sponsors serve as the final escalation point.



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

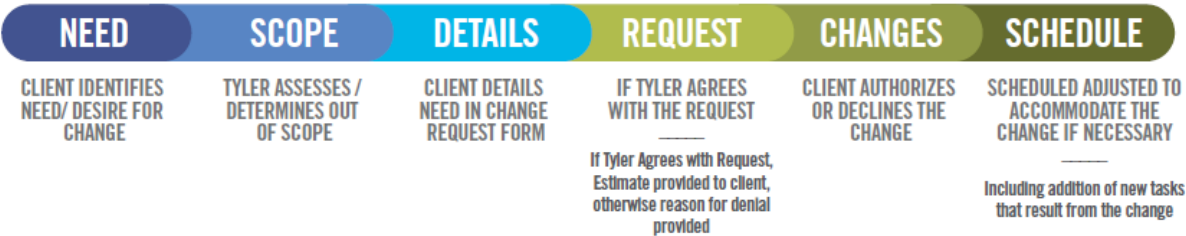
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to Los Alamos; for example, Los Alamos may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Los Alamos, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Los Alamos will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Los Alamos). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

### Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Los Alamos office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Los Alamos will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Los Alamos project manager will strive to gain deliverable and decision approvals from all authorized Los Alamos representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Los Alamos department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Los Alamos shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Los Alamos does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Los Alamos does not agree the particular Deliverable or Control Point meets requirements, the Los Alamos shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Los Alamos shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Los Alamos does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Los Alamos and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Los Alamos, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



### 5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Los Alamos 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Los Alamos 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Los Alamos management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Los Alamos project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with Los Alamos project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Los Alamos and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Los Alamos any items that may impact the outcomes of the Project.
- Collaborates with Los Alamos 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Los Alamos 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Los Alamos and Tyler, in understanding the goals, objectives, current status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Los Alamos through software validation process following configuration.
- Assists during Go-Live process and provides support until Los Alamos transitions to Client Services.
- Facilitates training sessions and discussions with Los Alamos and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).

- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

### 5.1.7 Tyler Systems Management Services

- Manages incoming Los Alamos issues via phone, email, online customer incident portal, and from Client Services.
- Provides system support including remote support for Los Alamos systems, operating systems, peripheral hardware, and SQL assistance for the systems and platform directly attributable to the Tyler applications.
- Tracks issues for timely and effective resolution.
- Determines root cause and provides solutions or direction/escalation to Tyler Development.
- Consults on pre-sales regarding system requirements.
- Troubleshoots server and workstation issues.
- Migrates Tyler applications and databases to new hardware.
- Maintains systems and provide database and server administration.
- Provides proactive monitoring of Tyler application and/or database server(s).
- Performs server transfers, database analysis, file system cleanup, and backup verification.
- Assists with database refreshes, LDAP synchronization, and loading releases.

## 5.2 Los Alamos Roles & Responsibilities

Los Alamos resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Los Alamos Executive Sponsor

The Los Alamos executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Los Alamos steering committee, project manager(s), and functional leads to make critical business decisions for Los Alamos.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Los Alamos Steering Committee

The Los Alamos steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Los Alamos project manager and Project as a whole through participation in regular internal meetings. The Los Alamos steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Los Alamos steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Los Alamos Policies
  - Needs of other client projects

### 5.2.3 Los Alamos Project Manager

Los Alamos shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Los Alamos Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Los Alamos project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Los Alamos project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.

- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Los Alamos and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Los Alamos staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Los Alamos resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Los Alamos technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Los Alamos Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Los Alamos project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development

- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of Los Alamos resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

### 5.2.5 Los Alamos Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Los Alamos business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Los Alamos staff during and after implementation.

### 5.2.6 Los Alamos End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Los Alamos Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Los Alamos third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.



- Client-hosted:
  - Involved in infrastructure planning/review
  - Purchases and sets up client-hosted servers

#### 5.2.7.1 Los Alamos Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Los Alamos's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Los Alamos and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

#### 5.2.8 Los Alamos Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



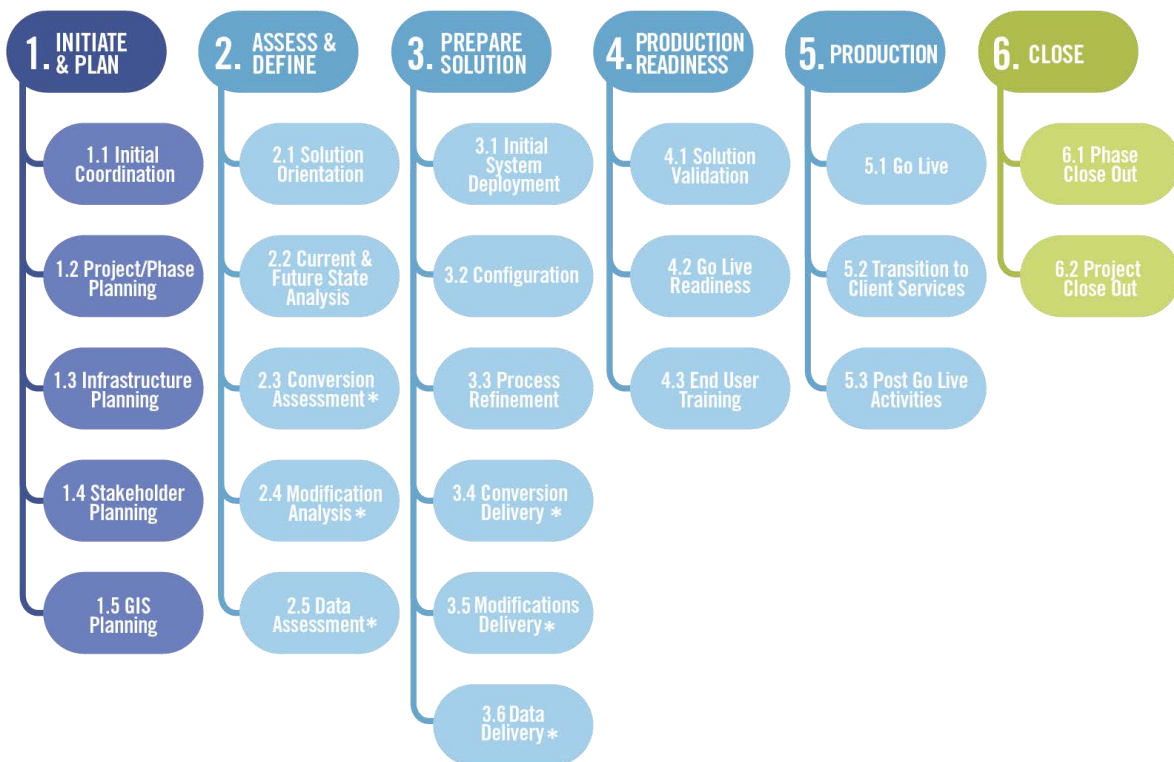
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Los Alamos.

## Work Breakdown Structure (WBS)



*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Los Alamos with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Los Alamos gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Los Alamos's team. During this step, Tyler will work with Los Alamos to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Los Alamos		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Create Project Portal to store project artifacts and facilitate communication		A	R								I					
---	--	---	---	--	--	--	--	--	--	--	---	--	--	--	--	--

Work package assumptions:

### 6.1.2 Project/Phase Planning

During this work package Tyler will work with Los Alamos to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Los Alamos Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Los Alamos's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Initial Project Schedule	Los Alamos provides acceptance of schedule based on resource availability, project budget, and goals.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Los Alamos to install License Software. The Los Alamos is responsible for the installation and setup of all peripheral devices.

#### Objectives:

- Ensure Los Alamos's infrastructure meets Tyler's application requirements.
- Ensure Los Alamos's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	Client

<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

#### Work package assumptions:

- Los Alamos will maintain environment (or virtual environment) for On-Premise deployments.

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Los Alamos Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Los Alamos team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

#### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

<b>STAGE 1</b>	<b>Stakeholder Meeting</b>
----------------	----------------------------

	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

#### Work package assumptions:

- None

#### 6.1.5 Intentionally left blank.

#### 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

#### Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

#### Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Los Alamos

- Stakeholder meeting complete

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Los Alamos business processes. This information will be used to identify and define business processes utilized with Tyler software. Los Alamos collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Los Alamos team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Los Alamos team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Los Alamos for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.



Los Alamos and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Los Alamos will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
------------------------	---

	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document
--	--	----------------------

**Work package assumptions:**

- Los Alamos attendees possess sufficient knowledge and authority to make future state decisions.
- Los Alamos is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Intentionally left blank.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

**Objectives:**

- All licensed software is installed and operational.
- Los Alamos is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Clients (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

#### Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- Los Alamos will provide network access for Tyler modules, printers, and Internet access to all applicable Los Alamos and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Los Alamos to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Los Alamos collaborates with Tyler staff iteratively to validate software configuration.

#### Objectives:

- Software is ready for validation.
- Educate Los Alamos Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

#### Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Los Alamos is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the Los Alamos users on how to execute processes in the system to prepare them for the validation of the software. Los Alamos collaborates with Tyler staff iteratively to validate software configuration options to support future state.

#### Objectives:

- Ensure that Los Alamos understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
--------	-----------------------

	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Los Alamos)	

**Work package assumptions:**

- None

#### 6.3.4 Intentionally left blank.

#### 6.3.5 Intentionally left blank.

#### 6.3.6 Intentionally left blank.

#### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

**Prepare Solution Stage Deliverables:**

- Licensed software is installed.
- Installation checklist/system document.

**Prepare Solution Stage Acceptance Criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Los Alamos verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

## Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Los Alamos organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Los Alamos updates report with testing results

## Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

## 6.4.2 Go-Live Readiness

Tyler and Los Alamos will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Los Alamos will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.



## Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Los Alamos

## Work package assumptions:

- None

## 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Los Alamos users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

#### Objectives:

- End users are trained on how to use the software prior to go-live.
- Los Alamos is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Los Alamos signoff that training was delivered

#### Work package assumptions:

- The Los Alamos project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Los Alamos as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Los Alamos departments.

- Los Alamos will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Los Alamos will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Los Alamos to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Los Alamos and Tyler will complete work assigned to prepare for Go-Live.

Tyler staff collaborates with Los Alamos during Go-Live activities. Los Alamos transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

**Objectives:**

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live	
	Tyler	Client

<p>RACI MATRIX KEY:  R = Responsible  A = Accountable  C = Consulted  I = Informed</p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

#### Work package assumptions:

- Los Alamos will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Los Alamos Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Los Alamos Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Los Alamos teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

## 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Los Alamos onto the Tyler Client Services team, who provides Los Alamos with assistance following Go-Live, officially transitioning Los Alamos to operations and maintenance.

### Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Los Alamos teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

### Work package assumptions:

- No material project issues remain without assignment and plan.

## 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

## Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

## Work package assumptions:

- System is being used in a live production state.

## 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Los Alamos transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Los Alamos for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and Los Alamos teams that activities within this phase are complete.

STAGE 6	Phase Close Out														
	Tyler								Client						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C				
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C	C
Release phase-dependent Tyler project resources	A	R	I								I				

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Post Phase Review	

#### Work package assumptions:

- Tyler deliverables for the phase have been completed.

### 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Los Alamos may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

#### Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Los Alamos teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Los Alamos and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
------------------------	--	---

#### Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and Los Alamos will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Los Alamos Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Los Alamos project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Los Alamos is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Los Alamos to make process changes.

- Los Alamos is responsible for defining, documenting and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Los Alamos is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- Los Alamos resources will participate in scheduled activities as assigned in the Project Schedule.
- The Los Alamos team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Los Alamos will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Los Alamos will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Los Alamos makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Los Alamos will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Los Alamos will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Intentionally left blank.

## 7.5 Facilities

- Los Alamos will provide dedicated space for Tyler staff to work with Los Alamos resources for both on-site and remote sessions. If Phases overlap, Los Alamos will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Los Alamos will provide staff with a location to practice what they have learned without distraction.

## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client's physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler's physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.

<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



## Part 4: Appendices

### 9. No Conversion - Intentionally left blank.



## 10. Additional Appendices

## 11. Project Timeline

### 11.1 MyCivic/Tyler 311 Estimated Timeline

Phase	Suite			1	2	3	4	5	6	7	8	9	10
1	MyCivic												
2	Tyler 311												
3	Tyler Notify												
Month Estimate			Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22



## INCORPORATED COUNTY OF LOS ALAMOS LICENSE AND SERVICE AGREEMENT

This **LICENSE AND SERVICE AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Tyler Technologies, Inc.**, a Delaware corporation ("Contractor" or "Tyler"), to be effective for all purposes June 15, 2016 (the "Effective Date").

**WHEREAS**, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services, and County issued multistep Request for Proposals No. 2015-2002 (the "RFP") on March 8, 2015, requesting proposals for Enterprise Resource Planning System and Related Implementation Services ("ERP"), as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated April 7, 2015; and

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

**WHEREAS**, Contractor shall provide the Licenses, Professional Services, 3<sup>rd</sup> Party Hardware and Software, and Maintenance and Support identified herein for Tyler Munis ERP suite that includes Core Financials, System Wide Functionalities, Core Human Resources and Payroll, Work Orders and Utility Billing modules, 3<sup>rd</sup> Party Hardware and Software; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on June 14, 2016.

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

**SECTION A. DEFINITIONS:** In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement:

*"Defect"* refers to a failure of the Licensed Property to materially conform to the functional requirements set forth in the Contractor's Response To Functional Requirements Matrix and in the In Scope Program Modifications, Exhibits "H" and "I," respectively, attached hereto and made a part hereof for all purposes, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor's maintenance and support services, and the governing functional descriptions for such future functionality will be made available in Contractor's then-current Documentation. Future functionality changes shall not eliminate the functional requirements set forth in Exhibits "H" and "I."

*"Documentation"* refers to any online or written documentation related to the use or functionality of the Licensed Property or the Transparency Portal, as applicable, that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals, documentation of reporting views, and other training or self-help documentation.

“Go-Live” refers to first day of live production use of the Licensed Property, which can only occur after successful implementation according to the provisions of the Statement of Work (“SOW”), Exhibit “G,” attached hereto and made a part hereof for all purposes.

“*Licensed Property*” refers to all Contractor software products, except the Transparency Portal defined in Section D, identified in the Product and Rate Schedule, Exhibit “A” attached hereto and made a part hereof for all purposes, and any related interfaces, custom modifications, and product upgrades, as set forth in Section B(I)(1)(f).

“*Los Alamos County Technology Standards*” means the currently supported versions of the County hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit “E,” attached hereto and made a part hereof for all purposes. In the event these standards are adjusted, County will identify any applicable adjustments to Contractor, and those adjustments shall only apply to the extent they reflect then-current industry standards that do not impact Contractor’s performance under this Agreement. In the event of any such impact, the parties will negotiate a mutually agreeable adjustment to this Agreement to account for the impact.

“*Maintenance and Support Agreement*” means the terms and conditions governing the provision of maintenance and support services, as provided in Exhibit “C,” attached hereto and made a part hereof for all purposes, and includes Contractor’s then-current Support Call Process. Contractor agrees that any changes to the Support Call Process in effect as of the Effective Date will not materially degrade the manner in which Contractor makes support services available to County.

“*Phase*” refers to the Project Phase outlined in Exhibit “G,” which include Core Financials, Core Human Resources/Payroll, Utility Billing, and Work Orders/Asset Management. Phases in this project are intended to occur concurrently and to go live simultaneously, except as otherwise mutually agreed to by the parties.

“*Project*” refers to Contractor’s implementation, training, and support for an integrated ERP application suite according to the terms set forth in this Agreement.

“*Site License*” means the license herein granted to County to use the Licensed Property by all users of County, consistent with the license grant set forth in Section B(I)(1).

“*Third Party Products*” includes the third-party hardware, software and services identified in Exhibit “A,” as well as the DocOrigin functionality embedded in the Tyler Forms Processing Module.

## **SECTION B. LICENSE AGREEMENT AND THIRD PARTY PRODUCTS:**

### **I. LICENSE AGREEMENT.**

#### **1. GRANT OF LICENSE.**

- a) Contractor grants to County, and County shall accept from Contractor, a non-exclusive, revocable, nontransferable, non-assignable, perpetual Site License to use the Licensed Property solely for County’s governmental business purposes. County’s rights to the Licensed Property may be revoked if Contractor provides notice to County that it is in non-compliance with the terms of this license grant and related payment obligations, and County fails to resolve that non-compliance within sixty (60) days of

receipt of notice, provided, however, that if the nature of County's obligation is of such a nature that it cannot reasonably be cured within said sixty-day period, County shall not be deemed to be in non-compliance so long as County commences curing such non-compliance within said sixty-day period and diligently prosecutes same to completion.

- b) County may make copies of the Licensed Property for archival, backup, testing, and training purposes, so long as such copies are not used in production and the testing and/or training is for internal use only.
- c) Contractor also grants to County a license to use the Documentation made available to County. The Documentation may be used and copied by County employees for internal, governmental reference purposes only.
- d) County may not: (a) transfer or assign the Licensed Property to a third party; (b) reverse engineer, decompile, or disassemble the Licensed Property; or (c) rent, lease, lend, or provide commercial hosting services with the Licensed Property; or (d) publish or otherwise disclose the Licensed Property or Documentation to third parties subject to applicable law.
- e) The right to transfer the Licensed Property to a replacement hardware system is included in County's license. County will give Contractor advance written notice of any such transfer and will pay Contractor for any required or requested technical assistance associated with such transfer.
- f) The license terms in this Agreement apply to updates and enhancements Contractor provides to County or makes available to County throughout this Agreement, which includes all Contractor required upgrades during Implementation prior to Go-Live and all future updates and enhancements provided post Go-Live through the Maintenance and Support Agreement, or otherwise purchased by County.
- g) Contractor reserves all rights not expressly granted to County in this Agreement. The Licensed Property and Documentation are protected by copyright and other intellectual property laws and treaties. Contractor owns the title, copyright, and other intellectual property rights in the Licensed Property and the Documentation. The Licensed Property is licensed, not sold. County shall pay Contractor the license fees set forth in Exhibit "A" according to the payment terms in Section E.
- h) Contractor shall maintain the Licensed Property consistent with the Los Alamos County Standards, as set forth in Exhibit "E," except that County understands and agrees that: (i) as of the Effective Date, Contractor provides remote support via Citrix GoToAssist or Bomgar (Privileged Access Management); (ii) Contractor's browser version requirements are and will be listed in the then-current system requirements documentation for the associated module of the Licensed Property; (iii) Contractor will need to utilize County's Exchange infrastructure to relay email notifications from Contractor's system; (iv) Contractor will not integrate with County's existing SharePoint server, but will install SharePoint Foundation 2013 as the front-end of the Licensed Property; and (v) the Licensed Property does not currently offer two-factor authentication.

2. **WARRANTY.** Contractor warrants that the Licensed Property will be without Defect(s) as long as County has maintained a Maintenance and Support Agreement in effect. If the Licensed Property does not perform as warranted, Contractor will use all reasonable efforts, to cure the Defect, as set forth in the Maintenance and Support Agreement and the Support Call Process, provided at Exhibit "C," or to provide a functional equivalent.

3. **ESCROW.** Contractor shall maintain an escrow agreement with a third party under which Contractor shall place the source code for each major release of the Licensed Property. County may be added as a beneficiary to the escrow agreements by completing a standard beneficiary enrollment form and paying the then-current annual beneficiary fees. Release of source code for the Licensed Property is strictly governed by the terms of the escrow agreement. Contractor shall continue to maintain an escrow agreement with a third party and if Contractor changes the third party provider, Contractor shall notify County in writing within thirty (30) days of such change.

## **II. THIRD PARTY PRODUCTS.**

1. **THIRD PARTY HARDWARE.** Contractor will sell, deliver, and install on-site the Third Party Hardware. Additional details regarding the BMI hardware are set forth at Exhibit "D," attached hereto and made a part hereof for all purposes.
2. **THIRD PARTY SOFTWARE.** Contractor shall provide the BMI AssetTrak, CollectIT, and TransTrak Systems ("Third Party Software") and the licenses for Third Party Software identified in Exhibit "A." County shall receive a non-transferable license to use the Third Party Software and related documentation for County's governmental business purposes only. County's license rights to the Third Party Software, and any right to transfer the Third Party Software to a replacement hardware system, will be governed by the applicable End User License Agreements, set forth in Exhibit "D."
  - a) Contractor shall install on-site the Third Party Software. The software cost includes the installation fee as set forth in Exhibit "A." If the developer of the Third-Party Software charges a fee for future updates, releases or other enhancements to the Third-Party Software, County will be required to pay such additional future fee. If County does not pay such additional future fee, Contractor shall not be responsible for future updates, releases or other enhancements to the Third-Party Software.
  - b) With respect to Contractor interfaces with Third Party Products, County shall give Contractor advance written notice of any transfer of Third Party Software to a replacement hardware system, and shall pay Contractor for any required or requested technical assistance associated with such transfer in accordance with the rate identified in Exhibit "A."
3. **THIRD PARTY PRODUCT WARRANTIES.**
  - a) Contractor is authorized by each third-party owner of the intellectual property rights to Third Party Software to grant or transfer the licenses to the Third Party Software.
  - b) The Third Party Hardware will be new and unused, and upon payment in full, County will receive free and clear title to the Third Party Hardware.
  - c) County acknowledges that Contractor is not the manufacturer of the Third Party Products. Contractor does not warrant or guarantee the performance of the Third Party Products. However, Contractor warrants and guarantees that the Third Party Products will perform in accordance with Licensed Property and Contractor grants and passes through to County any warranty that Contractor may receive from the Third Party Software Developer or supplier of the Third Party Products.
4. **MAINTENANCE.** If County has Maintenance and Support Agreement in effect with Contractor, County may report defects and other issues related to the Third Party Software directly to Contractor, and Contractor will: (a) directly address the defect or issue, to the extent it relates to Contractor's interface with the third party software; and/or (b) facilitate

resolution with the Developer, unless that Developer requires that County has a separate, direct maintenance agreement in effect with that Developer. In all events, if County does not have a Maintenance and Support Agreement in effect with Contractor, County will be responsible for resolving defects and other issues in the Third Party Software directly with the developer.

## **SECTION C. IMPLEMENTATION SERVICES:**

- 1. IMPLEMENTATION PROJECT SCOPE.** The Scope is comprised of the Phases, modules, data conversions, interfaces, reports, workflows, and deliverables itemized in Exhibit "A" and described throughout Exhibit "G." If any services, tasks, or responsibilities not specifically described in this Agreement are inherent or necessary sub-activities of the tasks, they shall also be included within the Scope.
- 2. IMPLEMENTATION SERVICES.** Contractor shall provide the Implementation Services itemized in Exhibit "A" and described in Exhibit "G." Any additional Implementation Services requested by County may be handled through the change process as defined in Exhibit "G." A chart representing the Contractor's SOW Tasks, Phases and Timeline is attached as Exhibit "F," attached hereto and made a part hereof for all purposes.
- 3. TYLER SYSTEM MANAGEMENT SERVICES ("TSMS") (previously identified as OSDBA).** Contractor shall provide operating system and database administration services, including but not limited to installations, upgrades, routine maintenance, and database tuning. Contractor shall provide TSMS throughout this term. Contractor shall provide TSMS during Contractor's then-current TSMS hours. Contractor's current TSMS hours are 8:00AM EST through 9:00PM EST. On at least seven (7) days advance notice, County may request TSMS outside of those hours, which Contractor will make commercially reasonable efforts to provide. Those services will be provided on a time and materials basis in accordance with the rates identified in Exhibit "A" if requested within twenty-four (24) months of the Effective Date, and thereafter at Contractor's then-current TSMS rates. Any such services will be billed at a minimum of four (4) hours. In order to minimize business disruption due to production down time, County generally follows a maintenance schedule of the second Saturday of every month. County may discontinue or reinstate TSMS Services at any time during the term of this Agreement at County's discretion, upon thirty (30) calendar days' prior written notice to Contractor. Contractor shall provide the following TSMS to the County:
  - i. Server Support
    - a. Server tuning
    - b. New user setup & Active Directory Integration
    - c. Printer Installation & configuration
    - d. Service pack & security patch installations
    - e. Microsoft IIS configuration & troubleshooting
    - f. Microsoft Sharepoint Foundation configuration and troubleshooting for Tyler's Role-Tailored Dashboard
  - ii. Database Software Support
    - a. Database administration
    - b. Software upgrade & installation assistance
    - c. Data recovery
    - d. Database tuning
    - e. Database refreshes, imports and exports



- f. Database mirroring and high availability solutions
- iii. PC Support
  - a. Windows 7<sup>®</sup> & Windows 8<sup>®</sup>
  - b. Macintosh<sup>®</sup> OS X Lion
  - c. Client installations
  - d. Microsoft Business Intelligence Development Studio installations
- iv. Installation Services
  - a. Free Tyler application release upgrades (e.g. Munis, Dashboard, Content Manager, Self Service, Cashiering, CAFR Statement Builder, Tyler Pulse, Tyler Reporting Services, Tyler Incident Management)
  - b. Free server transfers available every two years
- v. System Maintenance
  - a. TSMS Check Script. With installation of the Contractor's TSMS check script Contractor shall monitor vital information on County's servers (disk space, database backups, server uptime and database engine availability and disk integrity via Microsoft Check Disk). If the check script detects a problem it automatically opens a Priority 1 support call for Contractor to address.
  - b. General System Maintenance.
    - 1) Operating system review and maintenance (O/S patches & service packs)
    - 2) File system cleanup
    - 3) Database refreshes
    - 4) Printer & user cleanup
    - 5) Database analysis
    - 6) Database backup verifications
- vi. Contractor shall provide remote system administration training for the following:
  - a. System review and analysis
  - b. Adding printers and users
  - c. Printing custom forms, duplex printing, tray selection
  - d. Database refreshes
  - e. LDAP Synchronization
  - f. What and how to backup critical data
  - g. County installation, configuration and troubleshooting

**4. SITE REQUIREMENTS.** County agrees to provide Contractor with access to County's personnel, facilities, and equipment as may be reasonably necessary for Contractor to provide Implementation Services, subject to any reasonable security protocols or other written policies provided to Contractor. County further agrees to provide a reasonably suitable environment, location, and space for the installation of the Licensed Property and Third Party Products, including sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Licensed Property and Third Party Products.

**5. PROJECT MANAGEMENT.** County and Contractor agree to designate in writing a primary contact (the "Project Manager") to represent each party to serve as a primary point of contact, to manage the overall implementation, and help coordinate personnel during the design, development, installation, training and maintenance of the system, as described in Exhibit "G."

- a) County shall not be liable for, and shall provide no insurance for, any loss or damage incurred by Contractor or its employees, agents, contractors or subcontractors or to



equipment or property owned by Contractor, regardless of whether such losses are insured by Contractor.

- b) Contractor shall provide experienced, competent, and knowledgeable staff to successfully complete the implementation according to Exhibit "G" and any mutually agreeable Implementation Management Plan and Project Plan. In the event that any Contractor employee is found to be unacceptable to County, in County's reasonable discretion, Contractor will be given an opportunity to cure the deficiency upon notice thereof from County. In the event the deficiency persists, County may require removal of the employee. Contractor shall provide a suitable replacement, acceptable to County in its reasonable discretion, as soon as reasonably possible. To the extent County delays in confirming Contractor's proposed replacement, Contractor will not be held liable for project delays that arise because of County's delay.
- c) County acknowledges that Contractor assigned personnel may leave the project for reasons outside Contractor's control, such as resignation, medical leave, or similar absences. Contractor shall use its best efforts to ensure the continuity of Contractor employees assigned to the County's implementation. Should Contractor remove or reassign those of its employees assigned to perform Services hereunder, Contractor will, a) provide reasonable advance notice to County, and b) assign alternate employees with equivalent or greater competence, knowledge and experience to perform Services hereunder within a commercially reasonable timeframe. Contractor's failure to provide the continuity of Contractor employees shall result in Contractor's sole responsibility for any delay and/or cost for such failure.
- d) Contractor's personnel and subcontractors, if any, shall observe all applicable laws, rules and policies of County, as provided herein or otherwise mutually agreed to, while providing Services for County, working on County's premises, and working remotely on County systems.
- e) Contractor hereby represents and warrants to County, with respect to the Services to be performed under this Agreement, that each of its employees assigned to perform those Services shall have the proper skill, training and background to be able to perform his or her assigned Service(s) in a competent and professional manner, and that all Services will be performed in accordance with this Agreement. In the event Contractor provides Services that do not conform to this warranty, Contractor will re-perform such Services at no additional cost to County.
- f) County acknowledges that the implementation of the products identified within this Agreement is a cooperative process requiring the time and resources of County personnel. As identified herein, County shall, and shall cause County personnel to, use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to timely implement the products as mutually agreed to in Exhibit "G" and implementation plan and project schedule. Contractor shall not be liable for County's failure(s) to comply with the foregoing commitment.

- 6. REIMBURSABLE EXPENSES.** The Services fees are not inclusive of travel expenses. Travel expenses will be invoiced to County according to the then-current Contractor Business Travel Policy. The current Contractor Business Travel Policy is set forth at Exhibit "K," attached hereto and made a part hereof for all purposes. Contractor agrees that any changes to its Business Travel Policy will not result in reimbursement allowances that materially deviate from the allowances set forth in the Business Travel Policy in effect as of the Effective Date, except as otherwise agreed to by the parties. County reserves right to inspect travel and lodging receipts on request and with reasonable notice. Contractor shall submit copies of these supporting documents if so requested. Receipts

for per diem expenses, miscellaneous items less than \$25, and mileage logs are not required.

## **SECTION D. MAINTENANCE AND SUPPORT, TRANSPARENCY PORTAL, AND PAYROLL TAX TABLE UPDATE SERVICES:**

### **I. MAINTENANCE AND SUPPORT SERVICES.**

If County purchases ongoing Maintenance and Support Services, as set forth in this Agreement, Contractor shall provide Maintenance and Support Services under the terms of Exhibit "C," attached hereto and made a part hereof for all purposes.

If County opts not to purchase ongoing Maintenance and Support Services, Exhibit "C" will not apply. Instead, Contractor shall provide ongoing Maintenance and Support on a time and materials basis. In addition, County will:

1. receive the lowest priority under the Support Call Process;
2. be required to purchase new releases of the Licensed Property and/or Transparency Portal, including fixes, enhancements and patches;
3. be charged Contractor's then-current rates for support services, or such other rates that Contractor may consider necessary to account for County's lack of ongoing training;
4. be charged for a minimum of two (2) hours of support services for every support call; and
5. not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

**REPORTS.** As long as County has Maintenance and Support Services in effect, Contractor will make available all state and federal mandated reports and data file submissions required to be submitted that are not already provided through standard reports or inquiry functions, and any changes to mandated state or federal specified file layouts will be provided for no additional charge. Contractor will release any such updates to County at least ninety (90) days prior to the filing deadline when possible.

### **II. TRANSPARENCY PORTAL SOFTWARE AS A SERVICE ("SaaS") AGREEMENT.**

**1. RIGHTS GRANTED.** Contractor shall grant to County the non-exclusive, non-assignable limited right to use the Tyler Transparency Portal Software ("Transparency Portal"), as identified in Exhibit "A," for so long as County is paying the annual Transparency Portal fee. Service availability of the Transparency Portal will be provided under the terms of the Service Level Agreement ("SLA"), Exhibit "B," attached hereto and made a part hereof for all purposes. County acknowledges that the Contractor does not ship copies of the Transparency Portal.

#### **2. OWNERSHIP.**

- a) Contractor shall retain all ownership and intellectual property rights to the Transparency Portal and Contractor's Services related thereto, and anything developed by Contractor under this SaaS Agreement.
- b) County does not acquire under this SaaS Agreement any license to use the Transparency Portal in excess of the scope and/or duration set forth herein.
- c) Contractor shall provide County with a license to any Documentation related to the

Transparency Portal. The Documentation may be used and copied by County officials, employees or other agents for internal reference purposes only.

- d) County shall retain all ownership and intellectual property rights to the data County provides for operation of, or maintenance in, the Transparency Portal ("Data").

**3. SOFTWARE WARRANTY.** Contractor warrants that the Transparency Portal Software will perform without Defects for so long as County pays its then-current annual Transparency Portal fees. If the Transparency Portal does not perform as warranted, Contractor shall use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Exhibit "B" and the Support Call Process, Exhibit "C" Schedule 1, attached hereto and made a part hereof for all purposes. Should Contractor be unable to cure the Defect, Contractor shall provide a functional equivalent. If Contractor cannot provide a functional equivalent, then Contractor will refund County previously paid but unused Transparency Portal fees.

**4. SAAS SERVICES.** For the then-current Transparency Portal fee, initial implementation services will include integration to existing Financial and Payroll data. Future integration of the Transparency Portal to other Tyler products, used or contracted, shall be provided as part of the then-current Transparency Portal fee.

- a) Contractor shall have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Transparency Portal in the event of a disaster or component failure. In the event any Data has been lost or damaged due to an act or omission of Contractor or its subcontractors or due to a Defect in the Transparency Portal, Contractor shall use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster by Contractor. For purposes of this subsection, RPO represents the maximum tolerable period during which Data may be lost, measured in relation to a disaster.
- b) Contractor shall conduct annual penetration testing of either the production network and/or web application to be performed. Contractor shall maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Contractor shall provide County with a written or electronic record of the actions taken by Contractor in the event that any unauthorized access to Data is detected as a result of Contractor's security protocols. Contractor will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties.
- c) Contractor will be responsible for ongoing maintenance and upgraded features to the Transparency Portal. Contractor shall distribute its standard gallery of monthly site usage reports to monitor trends and site usage. Contractor warrants the site updates are seamless to the user and completed through an automatically scheduled job, which is created during implementation when County will be asked to designate an email recipient for the reports.
- d) Contractor will provide secure data transmission paths from County network to Contractor's servers.
- e) For at least the past ten (10) years and throughout the term of this Agreement, all of Contractor's employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Contractor's data centers are accessible only by authorized personnel with a unique key entry. All other

visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

- III. PAYROLL TAX TABLE UPDATE SERVICE.** If County purchases Payroll Tax Table Update Service, Contractor shall provide Payroll Tax Table Update service as identified in Exhibit "A." County shall be provided with required tax table updates, regardless of the number of adjustments made by state and federal regulations without any disruption of daily activities.

## **SECTION E. COMPENSATION:**

- 1. AMOUNT OF COMPENSATION.** The total amount payable under this Agreement for all Services and Products identified herein shall be in accordance with rates identified in Exhibit "A," and shall be payable according to the terms set forth below and identified in Exhibit "L," attached hereto and made a part hereof for all purposes. The fees payable hereunder shall not exceed THREE MILLION FOUR HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS (\$3,432,358), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").
- a) County shall pay one-time compensation for software licenses fees, as outlined below, in an amount not to exceed SIX HUNDRED SEVENTY-NINE THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$679,840). License fees for the Licensed Property shall be invoiced as follows: (a) 10% on the Effective Date; (b) 90% on the earlier of (i) the date when Contractor installs the Licensed Property on-site (the "Installation Date") or (ii) forty-five (45) days after the Effective Date.
  - b) County shall pay one-time compensation for Implementation Services in a fixed amount of FOUR HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$493,425). Those amounts are payable according to the schedule set forth in Exhibit "L," and shall be invoiced after County acceptance of each applicable Control Point.
  - c) County shall pay one-time compensation for Project Planning Services in an amount not to exceed ELEVEN THOUSAND DOLLARS (\$11,000). County shall be invoiced for those fees upon Contractor's delivery of the Implementation Planning Document.
  - d) County shall pay one-time compensation for Data Conversion in an amount not to exceed ONE HUNDRED AND THIRTY-NINE THOUSAND SEVEN HUNDRED DOLLARS (\$139,700). Data conversion services shall be invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon County acceptance to load converted data into live environment, by conversion option.
  - e) County shall pay one-time compensation for all In-Scope Program Modifications, attached as Exhibit "I," to the Licensed Property in an amount not to exceed ONE HUNDRED SIXTY THOUSAND SIX HUNDRED DOLLARS (\$160,600). All In-Scope Program Modifications to the Licensed Property shall be invoiced 50% upon delivery of final specifications by Contractor, and 50% upon delivery of the applicable modification by Contractor.
  - f) County shall pay one-time compensation for Other Implementation Services items in an amount not to exceed FIFTY-FIVE THOUSAND DOLLARS (\$55,000). County shall be invoiced for these Other Implementation Services as they are delivered.
  - g) County shall pay one-time compensation for Third Party Products in an amount not to exceed SIXTY-SEVEN THOUSAND SEVEN HUNDRED NINETY DOLLARS

- (\$67,790.00). Third-Party Hardware shall be invoiced upon delivery, and Third-Party Software shall be invoiced when it is made available for download.
- h) County may pay one-time compensation for Optional County Requested Additional Professional Services in an amount not to exceed NINETY THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$90,525). County may request these Additional Professional Services through the Change Process identified in Exhibit "G." Upon County approval, these Services shall be invoiced as incurred.
  - i) County shall pay compensation for the Payroll Tax Table Update Service beginning on the one-year anniversary of the date the Licensed Property is made available for download (the "Available Download Date") based on the fees identified in Exhibit "A," and payable annually in advance on each subsequent anniversary of the Available Download Date at Contractor's then-current rates, unless terminated in writing by County at least thirty (30) days in advance of the end of the then-current term. The fees for the period beginning on the Available Download Date and expiring one (1) year thereafter are waived.
  - j) County shall pay compensation for TSMS annually in advance beginning on the Available Download Date, at the rates set forth in Exhibit "A" and payable annually in advance on each subsequent anniversary of the Available Download Date, unless terminated in writing by County at least thirty (30) days in advance of the end of the then-current term. In Year 2 and after, service fees will be at Contractor's then-current rates.
  - k) County shall pay compensation for the Transparency Portal annually in advance, commencing on availability of the product for production use. Rates for the first year of production use shall be in accordance with the rates outlined in Exhibit "A." Subsequent annual fees will be at Contractor's then-current rates, unless terminated in writing by County at least thirty (30) days prior to the end of the then-current term.
  - l) Contractor's travel expenses shall not exceed a total amount of TWO HUNDRED THIRTY-NINE THOUSAND NINETY-SIX DOLLARS (\$239,096). This amount includes any travel associated with Optional County Requested Additional Professional Services provided pursuant to Section E.1.h. Travel expenses shall be submitted to the County Project Manager on a monthly invoice that identifies, among other applicable travel expenses, the number of on-site days of per diem. In the event County repeatedly cancels Implementation Services less than two (2) weeks in advance for reasons other than Force Majeure, as defined herein, County will be liable to Contractor for (i) all non-refundable expenses incurred by Contractor on County's behalf; and (ii) hourly fees associated with the canceled Services if Contractor is unable to re-assign its personnel, capped at ten (10) business days. Fees and expenses incurred under such cancellations shall not be in excess of the not-to-exceed amount quoted for travel or Professional Services, as applicable.
  - m) County shall pay maintenance and support in a total not-to-exceed amount for the term of this Agreement in the amount of ONE MILLION THIRTY-ONE THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$1,031,882). County shall pay the maintenance and support fees annually in advance, beginning on the one (1) year anniversary of the Available Download Date and thereafter on each subsequent anniversary, unless terminated in writing by County at least thirty (30) days in advance of the end of the then-current term. Maintenance and support fees through year seven (7) are set forth in Exhibit "A." Thereafter, maintenance and support fees shall be at Contractor's then-current rates. The fees for the period beginning on the Available Download Date and expiring one (1) year thereafter are waived. Upon County's request, Contractor agrees



to work with County to issue a pro rata adjustment to County's maintenance and support billing cycle so that it commences on July 1 of each applicable year.

- n) At any time during this Agreement, County may request Additional Services through the Change Process identified in Exhibit "G." Upon County approval, these Services shall be invoiced as incurred. County shall pay additional compensation in an amount not to exceed ONE HUNDRED TWENTY-FOUR THOUSAND (\$124,000). Any Additional Services that County requests and Contractor agrees to provide shall be at the rates set forth in Exhibit "A" through the thirty-six (36) months after the Effective Date, and thereafter at Contractor's then-current rates.
- o) At any time during this Agreement, County may request Optional Products and Services through the Change Process identified in Exhibit "G." Those Optional Products and Services will be provided in accordance with the rates in Exhibit "A" for twenty-four (24) (for software) or thirty-six (36) months (for services), as applicable, from the Effective Date, and thereafter at Contractor's then-current rates.

**Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, any applicable reference to Payment ID on Exhibit "L," and total amount payable on a monthly basis. Payment of undisputed amounts shall be due and payable forty-five (45) days after County's receipt of the invoice.

- 2. **TAXES.** Prices and license fees are exclusive of all federal, state, municipal or other political subdivision, excise, sales, use, property, occupational or like taxes now in force or enacted in the future, and are therefore subject to an increase equal to any such taxes Contractor may be required to collect or pay upon the sale or delivery of the Licensed Property and Services purchased or licensed hereunder. Should Contractor be required to pay any of these taxes as a result of this Agreement, the appropriate amounts will be added to invoices and paid by County. Contractor shall be responsible for remittance of the New Mexico Gross Receipts Tax ("NMGR") levied on the amounts payable under this Agreement.

## **SECTION F. GENERAL TERMS AND CONDITIONS:**

- 1. **TERM.** Except for the license grant, which is perpetual as set forth in Section B(I)(1)(a), the term of the Agreement shall commence on the Effective Date and shall continue through June 14, 2023, unless sooner terminated, as provided in this Agreement. The Agreement may be renewed by mutual agreement of the parties, consistent with applicable procurement and appropriations laws.
- 2. **INSURANCE.** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. Contractor shall provide a Certificate of Insurance as evidence that Contractor has met its obligation to obtain and maintain insurance. Any subcontractor will be required to provide County a Certificate of Insurance to assure that the subcontractor maintains like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy

provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

- a) **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
- b) **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- c) **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
- d) **Professional Liability Insurance:** \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

### 3. INVOICE DISPUTES.

- a) If County believes any invoiced product or service does not conform to the warranties set forth in this Agreement, County shall provide written notice of such disputed invoice to Attention: Associate General Counsel, at the address listed in the Notice section of this Agreement. Such written notice shall be provided to Contractor within thirty (30) calendar days of County's receipt of the disputed invoice. An additional fifteen (15) days is allowed for the County to provide written clarification and details for the disputed invoice. Contractor shall provide a written response to County that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by Contractor and County to resolve any issues presented in County's notification to Contractor. County may withhold payment of only the amount actually in dispute until Contractor provides the required written response, and full payment shall be remitted to Contractor upon Contractor's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if Contractor is unable to complete all material action steps required to remedy the disputed matter because County has not completed the action steps required of them, County shall remit full payment of the invoice.
- b) Any invoice not disputed as described above shall be deemed accepted by the County. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, Contractor reserves the right to suspend delivery of all services.

### 4. RESOLUTION OF DISPUTES; LIMITATION OF LIABILITY. Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute under this Agreement. The parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative of each party to meet and engage in good faith negotiations. Such senior representatives will meet for not more than four (4) hours within thirty (30) days of the written dispute notice, unless otherwise agreed. To the extent allowable by law, all meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, either may assert its respective rights and remedies as provided in Paragraph 18 below. Nothing in this Paragraph shall prevent a party from



seeking necessary injunctive relief during the dispute resolution procedure.

County agrees that Contractor's total liability, and County's sole and exclusive remedy, for damages in any way related to or arising from the performance of Contractor's duties and obligations under this Agreement, whether on claims for breach of contract, warranty, negligence, tort (including strict liability) or otherwise, shall not exceed County's actual, direct damages, not to exceed the total fees set forth in Exhibit "A." It is agreed by the parties that this sum is reasonable under all the circumstances. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS SUBJECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION F(20), BREACH OF CONTRACTOR'S OBLIGATIONS UNDER EXHIBIT "J," OR THAT ARISE OUT OF CONTRACTOR'S WILLFUL, RECKLESS OR WANTON MISCONDUCT OR CONTRACTOR'S BAD FAITH CONDUCT.**

**5. TERMINATION.**

- a) **Generally.** County may terminate this Agreement for cause in the event Contractor does not cure, or create a mutually agreeable action plan to cure, an alleged material breach of this Agreement within forty-five (45) days' notice thereof. County may terminate this Agreement without cause upon ninety (90) calendar days prior written notice to Contractor.
- b) **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.
- c) In the event of any termination or cancellation, County will be responsible for payment of all undisputed software and Services delivered, and expenses incurred, to the extent payable as set forth in Section E through the effective date of termination. Upon termination, Contractor shall refund any prepaid fees covering the remainder of the term after the effective date of termination. Contractor shall render a final report of the Services performed to the date of termination. In a termination for cause, disputed fees will be resolved according to the dispute resolution process set forth in Section F(4), above.

- 6. SEVERABILITY; WAIVER.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

7. **NOTICES.** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or five (5) calendar days after deposit in the United States Mail:

County:

Business & ERP Manager  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 220  
Los Alamos, New Mexico 87544

Contractor:

Attn: Associate General Counsel  
Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096

8. **NO INTENDED THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Contractor and County. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
9. **INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the Licensed Property and Services described herein and expresses the entire agreement and understanding between the parties with reference to said Licensed Property and Services. In the event the parties mutually agree to an adjustment in scope, including but not limited to the addition of software, services or travel in excess of the scope set forth in Exhibit "A" and described in Exhibit "G," or if the parties agree to modify or change the Agreement in any other way, consistent with applicable procurement and appropriations laws, the parties must document that in writing, and it will not be binding until approved in writing by authorized representatives of both County and Contractor. This Agreement cannot be modified or changed by any oral promise made by any person, officer, or employee. In the case of conflict between this Agreement and Exhibits, this Agreement shall govern.
10. **APPROVAL OF GOVERNING BODY.** County represents and warrants to Contractor that this Agreement has been approved by its governing body and is a binding obligation upon County. County's representative executing this Agreement has been duly authorized and empowered to enter into this Agreement.
11. **STATUS OF CONTRACTOR, STAFF, AND PERSONNEL.** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this

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

- 12. EMPLOYEES AND SUB-CONTRACTORS.** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.
- 13. STANDARD OF PERFORMANCE.** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard consistent with the industry standard of care for performance of the Services.
- 14. DELIVERABLES AND USE OF DOCUMENTS.** All Project documentation developed for County in accordance with Exhibit G, including project plans, shall be owned by County for use consistent with the terms of this Agreement. However, Contractor shall retain ownership of all intellectual property rights in and to the Licensed Property under this Agreement and any Deliverables Contractor provides to County in accordance with Exhibit "G." Nothing herein shall be understood as a work-for-hire provision.
- 15. E-VERIFY.** Contractor has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all Contractor employees assigned to County's project.
- 16. RECORDS.** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to this Agreement at any reasonable time upon request.
- 17. OWNERSHIP OF COUNTY DATA.** All County data, including all content in any media or format entered into, stored in and/or susceptible to retrieval from County's computer systems, shall remain property of the County. The County's data shall not be used by the Contractor other than in connection with providing the Services pursuant to this Agreement; it shall not be disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, its employees, agents, subcontractors, invitees, or assigns, or any third party, in any respect.
- 18. APPLICABLE LAW.** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern without regards to its conflict of laws provisions. Venue shall be in the state or federal courts in or serving Los Alamos County, New Mexico.
- 19. NON-DISCRIMINATION.** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race,

color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

- 20. INDEMNIFICATION.** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all third-party liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation reasonable attorneys' fees, of any kind or nature, arising from (i) personal injury or property damage caused by Contractor's employees, agents, representatives and subcontractors' negligence or willful misconduct or intentional act or omission, (ii) Contractor's violation of law, or (iii) damages that arise out of Contractor's gross misconduct or fraud.

Contractor will defend County against any third party claim(s) that the Licensed Property infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. Contractor's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on County's: (a) use of a previous version of the Licensed Property and the claim would have been avoided had County installed and used the current version of the Licensed Property, after Contractor made that version available and advised County that it must install it to avoid an infringement claim; (b) combining the Licensed Property with any product or device not provided, contemplated, or approved by Contractor; (c) altering or modifying the Licensed Property in a manner that is inconsistent with this Agreement, including any modification by third parties at County's direction or otherwise permitted by County; (d) use of the Licensed Property in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Licensed Property after Contractor notifies County to discontinue use due to such a claim. If Contractor receives information concerning an infringement or misappropriation claim related to the Licensed Property, Contractor may, at Contractor's expense and without obligation to do so, either: (f) procure for you the right to continue its use; (g) modify it to make it non-infringing; or (h) replace it with a functional equivalent, in which case County will stop running the allegedly infringing Licensed Property immediately. If, as a result of an infringement or misappropriation claim, County's use of the Licensed Property is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement), Contractor will, at its option, either: (i) procure the right to continue its use; (j) modify it to make it non-infringing; (k) replace it with a functional equivalent; or (l) terminate County's license and refund all license fees paid for the infringing Licensed Property.

- 21. FORCE MAJEURE.** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

- 22. NON-ASSIGNMENT.** Neither party may assign this Agreement or any privileges or obligations herein without the prior written consent of the other party, except that Contractor may, without County's prior written consent, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially

all of Contractor's assets. Contractor shall provide County with notice within sixty (60) days of such assignment becoming public information. Contractor's Assignee shall fully comply with all of the terms and conditions of this Agreement as if Assignee was the Contractor.

**23. LICENSES.** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**24. PROHIBITED INTERESTS.** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform Services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**25. CAMPAIGN CONTRIBUTION DISCLOSURE FORM.** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

**26. CONFIDENTIALITY**

**Confidential Information Disclosure Statement.** The Confidential Information Disclosure Statement in Exhibit "J," attached hereto and incorporated herein by reference for all purposes, must be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**27. CLIENT LISTS.** County agrees that Contractor may identify County by name in client lists, marketing presentations, and promotional materials.

**28. MULTIPLE ORIGINALS AND SIGNATURES.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

**29. DISCLAIMER.** The warranties set forth herein are in lieu of all other warranties. To the maximum extent permitted under applicable law, all other warranties, conditions and representations, whether express, implied or verbal, statutory or otherwise, and whether arising under this Agreement or otherwise, are hereby excluded, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose.

**30. CONTRACT DOCUMENTS.** This Agreement includes the following attachments and schedules:

Exhibit A	Product and Rate Schedule
Exhibit B	Service Level Agreement
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process



Exhibit D	DocOrigin and BMI End User License Agreement and Technical Documentation
Exhibit E	Los Alamos Technology Standards
Exhibit F	SOW Tasks, Phases and Timeline Chart
Exhibit G	Statement of Work
Exhibit H	Functional Requirements Matrix
Exhibit I	In Scope Program Modifications
Exhibit J	Confidential Information Disclosure Statement
Exhibit K	Contractor's Business Travel Policy
Exhibit L	Invoicing and Payment Schedule

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

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**SHARON STOVER**  
**COUNTY CLERK**

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

**Approved as to form:**

\_\_\_\_\_  
**REBECCA W. EHLER**  
**COUNTY ATTORNEY**

**TYLER TECHNOLOGIES, INC.**

BY: \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **DATE**  
**TITLE:** \_\_\_\_\_



## Tyler Notify for Reliable Communications

Tyler Notify<sup>™</sup> is a unique platform designed to let you send messages and interact with citizens, vendors, and employees using delivery channels and tools that we use every day. It was developed specifically to work with the Tyler products that state and local governments, and school districts rely on to integrate their business operations. Tyler Notify allows users to create and send customized messages via phone, email, and text in a secure, auditable environment — see the chart below for use with specific Tyler products.

With Tyler Notify, you can leverage your existing Tyler system contacts to quickly and automatically disseminate messages and receive confirmation that the message was received. Tyler Notify provides easy-to-use templates that simplify your communications. You can define your contact group, customize your message, specify how and when it is transmitted, set the intervals between attempts, and specify any necessary follow-up campaigns.

Tyler Notify's IVR (Interactive Voice Response) phone system can leave messages, request contact confirmation, accept a new phone number for follow-up, and much more. Recipients of a notification can navigate through IVR promptings or email links to access account balances and records, and process an online payment.

*continued on reverse*

***Tyler's Eden<sup>™</sup>, Incode<sup>®</sup>, and Munis<sup>®</sup> solutions all utilize Tyler Notify; functionality is incorporated for specific procedures within each product. Our current functionality is listed below.***

	<i>Eden</i>	<i>Incode</i>	<i>Munis</i>
<b><i>Inbound Calls</i></b>	✓	✓	
<b><i>Outbound Calls</i></b>	✓	✓	✓
<b><i>Text Messages</i></b>		✓	✓
<b><i>Outbound Emails</i></b>			✓

### Use Tyler Notify to inform:

- Employees of benefits enrollment
- Neighbors of an abutting property of a variance request
- Citizens of a sewer main break or gas leak
- Citizens that a tax bill or parking ticket is due
- Court defendants of court date or warrant notifications
- Delinquent accounts that their water, sewer, or other utility service is about to be shut off
- Vendors with insurance certificates soon to expire
- Businesses of upcoming license renewal deadlines

For more information, visit

[www.tylertech.com](http://www.tylertech.com)

or email [info@tylertech.com](mailto:info@tylertech.com)



# Tyler Notify

## Out-of-the-Box Features

- Phone Campaigns
  - » User-defined messages with embedded application data field values
  - » Independent interactive and voice mail messages
  - » Bilingual option (English/Spanish/both)
  - » Right party contact confirmation
  - » Schedulable time frames
  - » Input modes (touch tone/voice recognition)
  - » Wait on hold for right party
  - » Chase me (collect correct number from caller)
  - » User-defined retry for missed calls
  - » Inbound campaigns with real-time lookups
- Email Campaigns
  - » Customizable email templates
  - » User-defined messages with embedded application data field values
  - » Bilingual option (English/Spanish/both)
  - » Hyperlink to payment website
- Text Message Campaigns
  - » User-defined messages with embedded application data field values
  - » Bilingual option (English/Spanish/both)
  - » Hyperlink to payment website
  - » Industry-standard blacklist (remove me) support

## Complete Integration

Tyler Notify integrates fully with Tyler revenue and community development applications, meaning your list of contacts comes directly from the information stored in your enterprise resource planning (ERP) or Incode Court solution. After a message is sent, Tyler Notify posts back to the host server confirming delivery. For example, in a call campaign, for each contact on the list Tyler Notify will report back to the system whether the call was answered, if the line was busy, or if it went to an answering machine or voice mail. This helps you ensure all citizens are notified appropriately and enables you to easily set up follow-up campaigns as needed.

## Use Tyler Notify to inform:

- Employees of benefits enrollment
- Neighbors of an abutting property of a variance request
- Citizens of a sewer main break or gas leak
- Citizens that a tax bill or parking ticket is due
- Court defendants of court date or warrant notifications
- Delinquent accounts that their water, sewer, or other utility service is about to be shut off
- Vendors with insurance certificates soon to expire
- Businesses of upcoming license renewal deadlines

# MyCivic Citizen Engagement and MyCivic 311

FOR MUNIS & ENERGOV



## BUILDING ENGAGEMENT

A single, easy-to-use mobile app connects citizens and local government



## A COMPREHENSIVE SOLUTION

Combine civic request management with enterprisewide citizen engagement



## TYLER INTEGRATIONS

Munis, EnerGov, Tyler EAM, Tyler Hub, Tyler Content Manager, and Tyler 311

## ONE APP TO ENGAGE YOUR COMMUNITY

MyCivic™ is a whole-city mobile app built to increase civic engagement while helping you streamline workflows to meet community needs. MyCivic makes it easy for residents and business users to request services, complete licensing and permitting applications, find information, locate facilities with geo-mapping, provide feedback, communicate with city hall, and much more.

To meet the needs of local governments, Tyler Technologies offers MyCivic in two flexible options\*:

- **MyCivic citizen engagement:** A comprehensive mobile civic engagement solution that places all public-facing engagement tools in a single app, which you can custom brand. This solution includes MyCivic 311™.
- **MyCivic 311:** A citizen-facing mobile app that seamlessly integrates with Tyler 311™, a web-based integrated civic request management system that takes in citizen requests, manages resolutions, and measures results.

## MYCIVIC CITIZEN ENGAGEMENT

The MyCivic engagement bundle is designed to promote civic engagement and enhance a community's quality of life. Putting all public-facing engagement tools in a single app makes it easier for your citizens to play a more active role in your community.

The MyCivic bundle lets you tailor your messaging to your community. You can incorporate your city, town, or organization's branding with flexible, customizable design options, and you have complete control over content, which can be updated in real-time to ensure that only the most current information is shared with your constituents.

...continued on back

## WITH MYCIVIC, YOUR COMMUNITY MEMBERS CAN:

- Make non-emergency requests
- Follow responses to requests and resolutions
- Provide feedback and suggestions
- View event calendars
- Receive real-time notifications
- Find public transportation options
- Pinpoint community facilities on maps
- Make payments
- Apply for permits and licenses



\* MyCivic integration with Munis requires Tyler 311.

## Build community connections

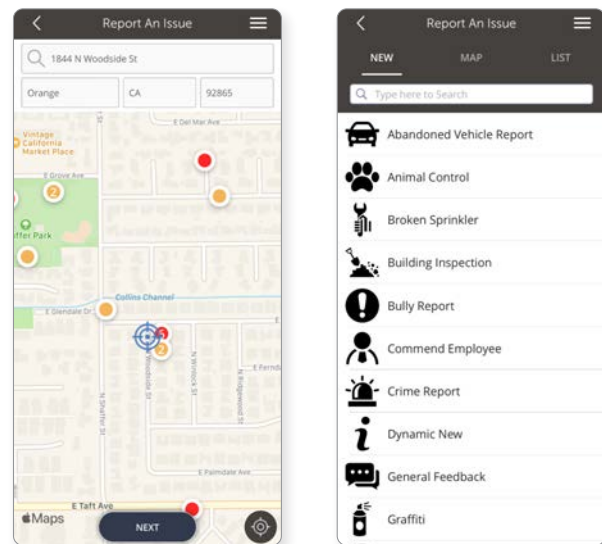
With MyCivic, you can stay connected with residents and share the services, resources, and information you have to offer. App users can find local news, events, and job postings, and easily locate parks and trails with built-in maps and geolocation services. The app's two-way communication options keep community members up to date with information that's important to them and provides a way for your elected officials and leaders to connect with constituents.

### MyCivic engagement highlights

- **Citizen requests:** Add mobile functionality to Tyler 311 with MyCivic 311.
- **Easy to use and convenient:** Make it easy for citizens to connect with a user-friendly interface.
- **Push notifications:** Communicate up-to-date information that can be pushed to citizens in specific zip codes or geolocated areas.
- **Calendar feeds:** Create one-time or recurring events that citizens can add to their device calendars.
- **News and multimedia:** Build social outreach with support of RSS feeds, Facebook®, Instagram®, Twitter®, YouTube®, and photo albums.
- **Find people and organizations:** Make it easy for residents to search for and contact your elected officials, staff, or community groups.
- **Maps:** Create walking tours, pinpoint event locations, share public transportation maps, and more with GIS integration.
- **Surveys:** Develop customized surveys and feedback forms to give your community a voice.
- **Customized branding:** Tailor your app branding to align with your organization's design standards.

## MYCIVIC 311

The MyCivic 311 mobile app gives citizens the power to report non-emergency issues, ask questions, and monitor resolutions 24/7/365. MyCivic 311 adds mobile functionality to Tyler 311, which also manages citizen requests from a web portal, emails, walk-ins, and phone calls. Adding a mobile option completes a comprehensive system for request intake.



To submit a request via mobile, users simply select the type of request, enter accompanying notes, attach photos, and notify staff with the click of a button. Once a request is submitted, you can keep your community members updated on resolution status through emails and push notifications.

### MyCivic 311 highlights

- **Increase capacity:** Expand Tyler 311's functionality to create a comprehensive request intake system.
- **Communications:** Keep citizens informed about request status and resolutions.
- **EnerGov™ integration:** Help citizens report code enforcement violations.

# Tyler 311



## MANAGE REQUESTS

Effectively manage non-emergency civic requests



## BUILD EFFICIENCY

Create, maintain, and monitor integrated workflows to resolve requests quickly



## TYLER INTEGRATIONS

Incode, Munis, MyCivic, EnerGov, Tyler EAM, Tyler Hub, and Tyler Content Manager

## COMPREHENSIVE CITIZEN REQUEST MANAGEMENT

Tyler 311™ is at the core of an integrated civic request management system that takes in requests from multiple channels, manages resolutions, and measures results. As a critical part of a web-based citizen request infrastructure, Tyler 311 combines:

- **Comprehensive citizen requests** from the Tyler 311 online portal, MyCivic™ mobile app, as well as via email, 311 calls, and walk-ins
- **Integrated resolution workflows** that create efficiencies
- **Valuable insights and reporting** for internal stakeholders

Tyler 311's integrations power an enterprise-wide system that connects workflows across departments, eliminating silos to resolve issues more quickly.

## ROBUST REQUEST INTAKE CHANNELS

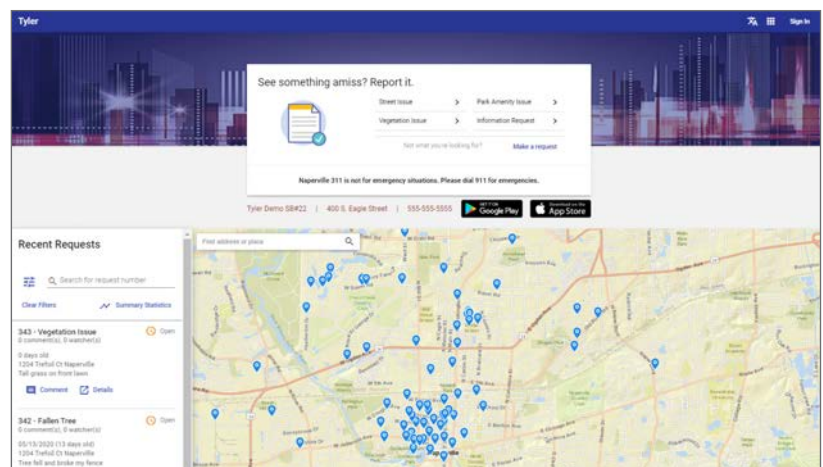
Tyler 311 is built around an intake system that handles requests from walk-ins; via email and phone; as well as from:

- **The Tyler 311 citizen portal**, which allows community members to make requests via an online portal from an organization's website. Clients can easily embed the portal on an existing citizen-facing website. Community members can also search for existing requests by date range and incident case number. The portal provides your community with a statistical view of incident submissions and response times.

- **The MyCivic mobile app**, which allows community members to report issues, ask questions, and monitor resolutions 24/7/365 via an easy-to-use app. To submit a request, community members simply select the type of issue, confirm/adjust the location, enter accompanying notes, attach photos, and notify staff with the click of a button.

Citizen request engagement doesn't end with the initial request intake. Tyler 311 keeps community members informed about their requests through email alerts and push notifications.

And in recognition of the importance of usability, Tyler 311 streamlines the citizen experience. A request only needs to be made once through one intake channel, whether through the online portal, MyCivic mobile app, email, phone call, or walk-in. After a request is made, citizens can follow progress online and through the mobile app.



Tyler 311 Citizen Portal

## RESOLUTION MANAGEMENT AND INTEGRATION

To resolve requests efficiently and streamline workflows, Tyler 311 integrates seamlessly with Tyler software such as Incode®, Munis®, EnerGov™, Tyler Content Manager™, Tyler EAM™, and third-party applications.

Following the intake of a citizen request, Tyler 311 helps manage prioritization, departmental alerts, and assignments, as well as citizen updates. Tyler 311 can automate task notifications to assignees so appropriate steps can be taken right away.

To make request resolution more efficient, Tyler 311 is designed from the ground up for seamless, enterprise-wide integration. Key integrations include:

- **ESRI ArcGIS integration:** Improves staffing deployment efficiencies and provides valuable reporting data
- **Geofencing:** Prevents out-of-bounds requests by global or request type geofencing
- **EnerGov:** Connects code enforcement tasks to requests
- **Tyler EAM:** Connects work-orders to requests

## INSIGHTS: TYLER HUB AND REPORTING

Tyler 311 provides internal stakeholders with insights into request management performance. Reporting capabilities and integration with Tyler Hub lets governments evaluate how well they are meeting the needs of constituents.

**Combining Tyler 311 with Tyler Hub** surfaces key data through a configurable analytics dashboard that tracks active requests. The user-friendly dashboard makes it easy to monitor trends such as days-to-close, incident volume trends (by type/time/district), geo-spatial density, and more. Tyler Hub provides a configurable KPI dashboard to help make sure goals are being met.

Available Tyler 311 reports include, but are not limited to:

- **Overview:** A general, high-level view of various requests in the system

- **Department:** Includes incident descriptions for a selected date range or department
- **Request Volume:** Shows call volume by clerk and shows the list of requests by user organized by category, including the status number
- **SQL Server Reporting Services (SSRS)**

## FEATURES

- Automate email notifications to responsible personnel
- Easily attach documents, such as photos or incident reports
- Automatically link related requests with reference tags
- Customize request types with user-defined fields
- View requests with address mapping and add notes
- Initiate inspections before workflows, creating EnerGov or Tyler EAM transactions
- Modify requests to fix incorrectly submitted incidents without civic disruption.
- Configure downstream system records automatically or manually, providing workflow flexibility

## BENEFITS

- Reduces misuse of 911 emergency call system
- Provides citizens with direct and convenient communication to city services
- Streamlines implementation with pre-built request templates
- Uses GIS mapping for quick entry and visualization of incident volume
- Features call scripting for a faster onboarding experience and citizen communication
- Creates request types based on GIS geofences to prevent erroneous, out-of-city-bounds requests
- Includes district mapping for reporting
- Prevents request duplication on civic submissions to reduce redundancy
- Offers optional content moderation to control comments and images





# Los Alamos County, NM

SOW from Tyler Technologies, Inc.

4/16/2021

Presented to:  
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Los Alamos, NM 87544

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Streamlining business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity

### 1.3 Methodology

This is accomplished by Los Alamos and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.

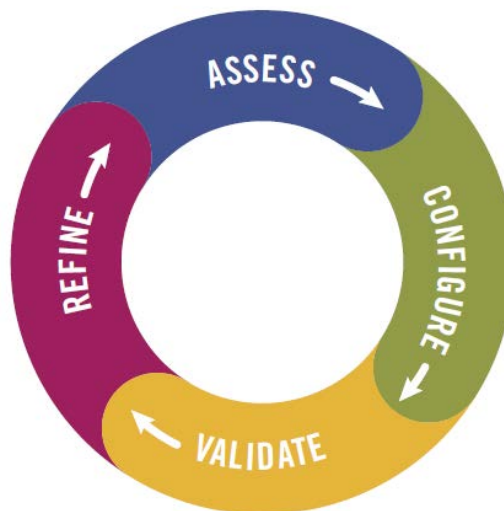
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Los Alamos and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Los Alamos and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Los Alamos's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

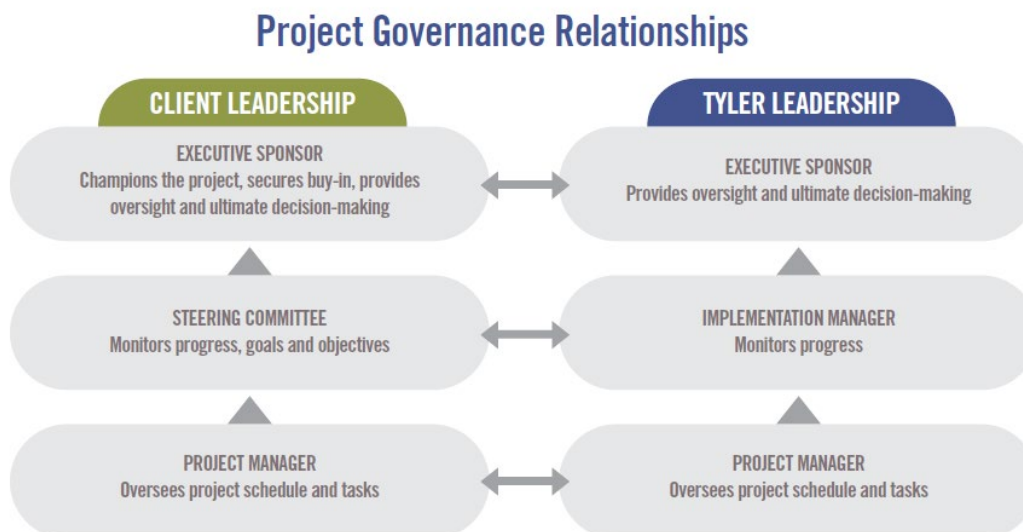
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

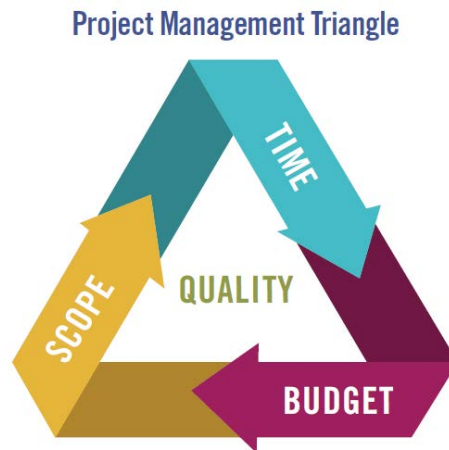
The chart below illustrates an overall team perspective where Tyler and Los Alamos collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Los Alamos Steering Committee become the escalation points to triage responses prior to escalation to Los Alamos and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Los Alamos and Tyler executive sponsors serve as the final escalation point.



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

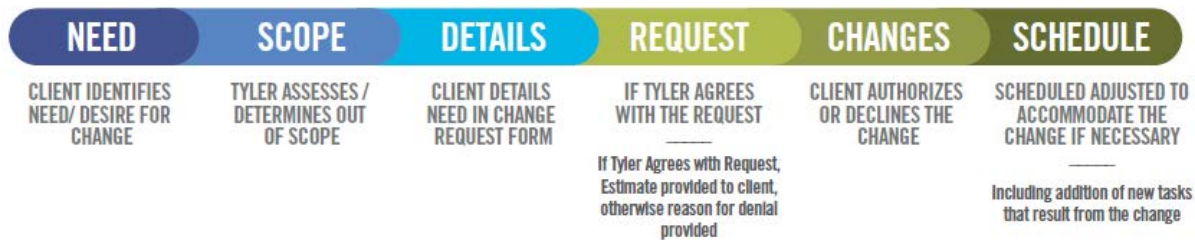


changes may result in less cost to Los Alamos; for example, Los Alamos may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Los Alamos, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Los Alamos will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Los Alamos). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

### Change Request Process





## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Los Alamos office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Los Alamos will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Los Alamos project manager will strive to gain deliverable and decision approvals from all authorized Los Alamos representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Los Alamos department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Los Alamos shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Los Alamos does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Los Alamos does not agree the particular Deliverable or Control Point meets requirements, the Los Alamos shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Los Alamos shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Los Alamos does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Los Alamos and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Los Alamos, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

### 5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Los Alamos 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Los Alamos 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Los Alamos management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Los Alamos project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with Los Alamos project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Los Alamos and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Los Alamos any items that may impact the outcomes of the Project.
- Collaborates with Los Alamos 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Los Alamos 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Los Alamos and Tyler, in understanding the goals, objectives, current status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Los Alamos through software validation process following configuration.
- Assists during Go-Live process and provides support until Los Alamos transitions to Client Services.
- Facilitates training sessions and discussions with Los Alamos and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).

- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

### 5.1.7 Tyler Systems Management Services

- Manages incoming Los Alamos issues via phone, email, online customer incident portal, and from Client Services.
- Provides system support including remote support for Los Alamos systems, operating systems, peripheral hardware, and SQL assistance for the systems and platform directly attributable to the Tyler applications.
- Tracks issues for timely and effective resolution.
- Determines root cause and provides solutions or direction/escalation to Tyler Development.
- Consults on pre-sales regarding system requirements.
- Troubleshoots server and workstation issues.
- Migrates Tyler applications and databases to new hardware.
- Maintains systems and provide database and server administration.
- Provides proactive monitoring of Tyler application and/or database server(s).
- Performs server transfers, database analysis, file system cleanup, and backup verification.
- Assists with database refreshes, LDAP synchronization, and loading releases.

## 5.2 Los Alamos Roles & Responsibilities

Los Alamos resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Los Alamos Executive Sponsor

The Los Alamos executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Los Alamos steering committee, project manager(s), and functional leads to make critical business decisions for Los Alamos.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Los Alamos Steering Committee

The Los Alamos steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Los Alamos project manager and Project as a whole through participation in regular internal meetings. The Los Alamos steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Los Alamos steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Los Alamos Policies
  - Needs of other client projects

### 5.2.3 Los Alamos Project Manager

Los Alamos shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Los Alamos Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Los Alamos project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Los Alamos project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.



- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Los Alamos and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Los Alamos staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Los Alamos resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Los Alamos technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Los Alamos Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Los Alamos project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development



- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of Los Alamos resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

### 5.2.5 Los Alamos Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Los Alamos business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Los Alamos staff during and after implementation.

### 5.2.6 Los Alamos End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Los Alamos Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Los Alamos third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

- Client-hosted:
  - Involved in infrastructure planning/review
  - Purchases and sets up client-hosted servers

#### 5.2.7.1 Los Alamos Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Los Alamos's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Los Alamos and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

#### 5.2.8 Los Alamos Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

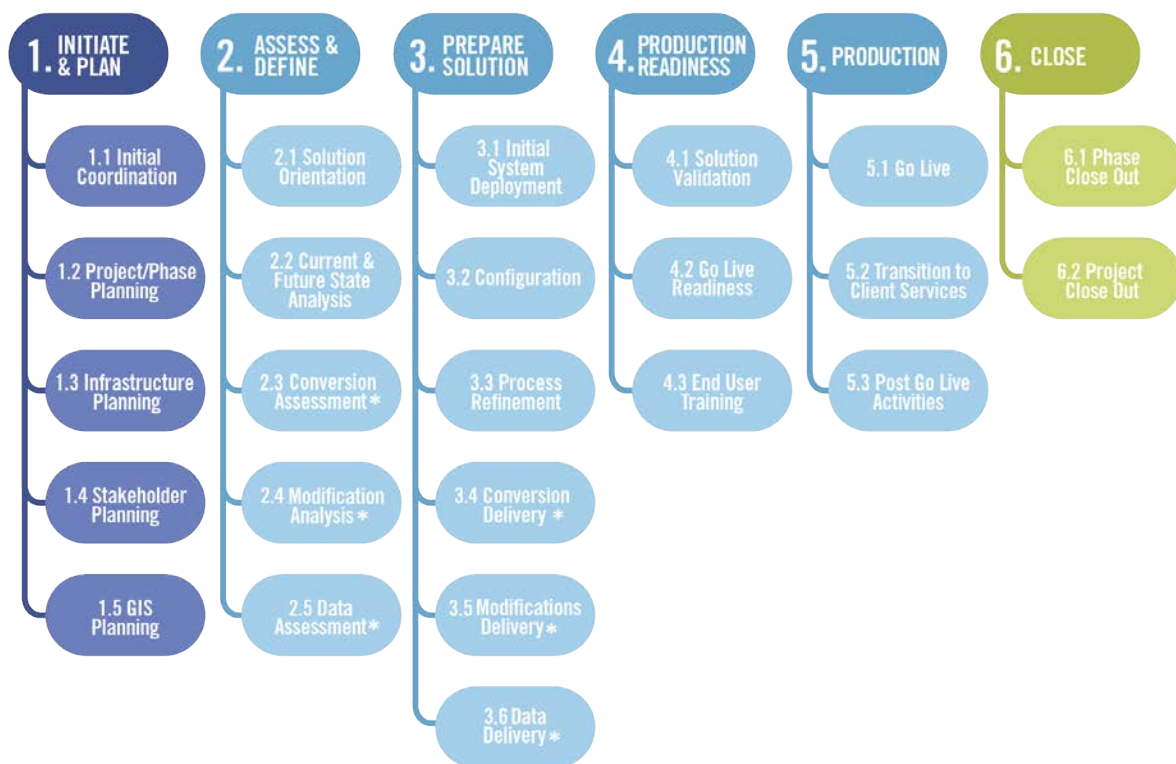
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Los Alamos.

## Work Breakdown Structure (WBS)



*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Los Alamos with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Los Alamos gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Los Alamos's team. During this step, Tyler will work with Los Alamos to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Los Alamos		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Completed initial project documents

- Project activities begin after the agreement has been fully executed.

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Los Alamos to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Los Alamos Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Los Alamos's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Los Alamos Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Initial Project Schedule	Los Alamos provides acceptance of schedule based on resource availability, project budget, and goals.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Los Alamos to install License Software. The Los Alamos is responsible for the installation and setup of all peripheral devices.

#### Objectives:

- Ensure Los Alamos's infrastructure meets Tyler's application requirements.
- Ensure Los Alamos's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	Client



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

#### Work package assumptions:

- Los Alamos will maintain environment (or virtual environment) for On-Premise deployments.

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Los Alamos Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Los Alamos team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

#### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

<b>STAGE 1</b>	<b>Stakeholder Meeting</b>
----------------	----------------------------

	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

#### Work package assumptions:

- None

#### 6.1.5 Intentionally left blank.

#### 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

#### Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

#### Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Los Alamos

- Stakeholder meeting complete

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Los Alamos business processes. This information will be used to identify and define business processes utilized with Tyler software. Los Alamos collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Los Alamos team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Los Alamos team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Los Alamos for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Los Alamos and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Los Alamos will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:


- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation														
	Solution Orientation completion														

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables														
------------------------	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--



	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document
--	--	----------------------

**Work package assumptions:**

- Los Alamos attendees possess sufficient knowledge and authority to make future state decisions.
- Los Alamos is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Intentionally left blank.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

**Objectives:**

- All licensed software is installed and operational.
- Los Alamos is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Clients (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

#### Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- Los Alamos will provide network access for Tyler modules, printers, and Internet access to all applicable Los Alamos and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.



Tyler staff collaborates with Los Alamos to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Los Alamos collaborates with Tyler staff iteratively to validate software configuration.

#### Objectives:

- Software is ready for validation.
- Educate Los Alamos Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

#### Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Los Alamos is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the Los Alamos users on how to execute processes in the system to prepare them for the validation of the software. Los Alamos collaborates with Tyler staff iteratively to validate software configuration options to support future state.

#### Objectives:

- Ensure that Los Alamos understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs

Initial Configuration

	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Los Alamos)	

**Work package assumptions:**

- None

#### 6.3.4 Intentionally left blank.

#### 6.3.5 Intentionally left blank.

#### 6.3.6 Intentionally left blank.

#### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

**Prepare Solution Stage Deliverables:**

- Licensed software is installed.
- Installation checklist/system document.

**Prepare Solution Stage Acceptance Criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Los Alamos verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

## Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Los Alamos organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Los Alamos updates report with testing results

## Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

## 6.4.2 Go-Live Readiness

Tyler and Los Alamos will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Los Alamos will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

## Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Los Alamos

## Work package assumptions:

- None

## 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Los Alamos users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

#### Objectives:

- End users are trained on how to use the software prior to go-live.
- Los Alamos is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Los Alamos signoff that training was delivered

#### Work package assumptions:

- The Los Alamos project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Los Alamos as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Los Alamos departments.



- Los Alamos will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Los Alamos will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Los Alamos to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Los Alamos and Tyler will complete work assigned to prepare for Go-Live.

Tyler staff collaborates with Los Alamos during Go-Live activities. Los Alamos transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

**Objectives:**

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

#### Work package assumptions:

- Los Alamos will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Los Alamos Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Los Alamos Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Los Alamos teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

## 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Los Alamos onto the Tyler Client Services team, who provides Los Alamos with assistance following Go-Live, officially transitioning Los Alamos to operations and maintenance.

### Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Los Alamos teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

### Work package assumptions:

- No material project issues remain without assignment and plan.

## 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

## Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

## Work package assumptions:

- System is being used in a live production state.

## 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Los Alamos transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Los Alamos for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and Los Alamos teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Post Phase Review	

#### Work package assumptions:

- Tyler deliverables for the phase have been completed.

### 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Los Alamos may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

#### Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Los Alamos teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Los Alamos and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
------------------------	--	---

#### Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and Los Alamos will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Los Alamos Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Los Alamos project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Los Alamos is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Los Alamos to make process changes.

- Los Alamos is responsible for defining, documenting and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Los Alamos is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- Los Alamos resources will participate in scheduled activities as assigned in the Project Schedule.
- The Los Alamos team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Los Alamos will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Los Alamos will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Los Alamos makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Los Alamos will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Los Alamos will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Intentionally left blank.

## 7.5 Facilities

- Los Alamos will provide dedicated space for Tyler staff to work with Los Alamos resources for both on-site and remote sessions. If Phases overlap, Los Alamos will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Los Alamos will provide staff with a location to practice what they have learned without distraction.

## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client's physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler's physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.

<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.

## Part 4: Appendices

### 9. No Conversion - Intentionally left blank.



## 10. Additional Appendices

## 11. Project Timeline

### 11.1 MyCivic/Tyler 311 Estimated Timeline

Phase	Suite			1	2	3	4	5	6	7	8	9	10
1	MyCivic												
2	Tyler 311												
3	Tyler Notify												
Month Estimate			Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22



# Tyler for Connected Counties

## Los Alamos County, NM



© Tyler Technologies 2021

The background of the slide features a person in a white lab coat, likely a healthcare professional, sitting at a desk. They are holding a smartphone in their right hand and have their left hand on a laptop keyboard. A laptop is open in front of them. The scene is set in a bright, modern office or clinical environment with a window in the background showing a cityscape. Overlaid on this image is a semi-transparent white rectangular box containing the text. Additionally, a network diagram consisting of white dots connected by thin white lines is superimposed over the entire image, creating a digital or technological theme.

## Purpose

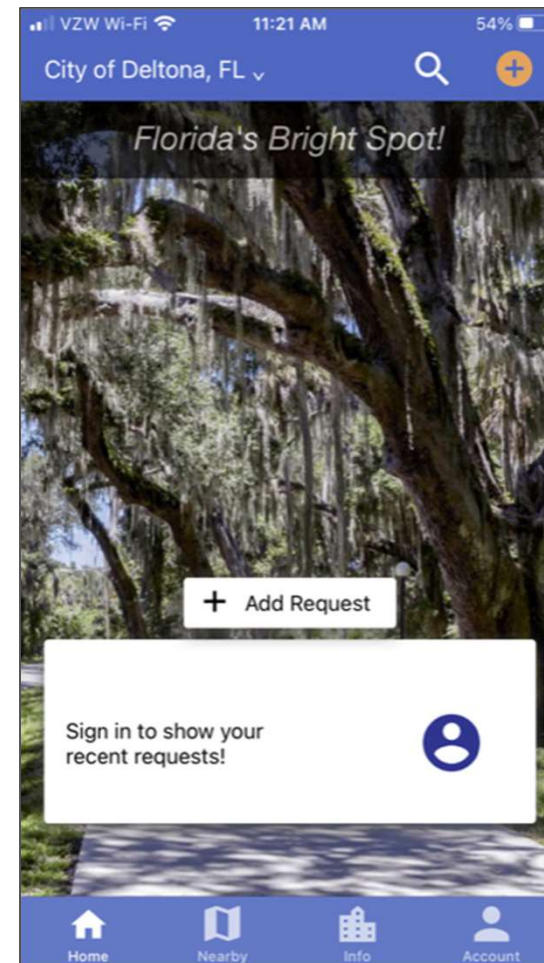
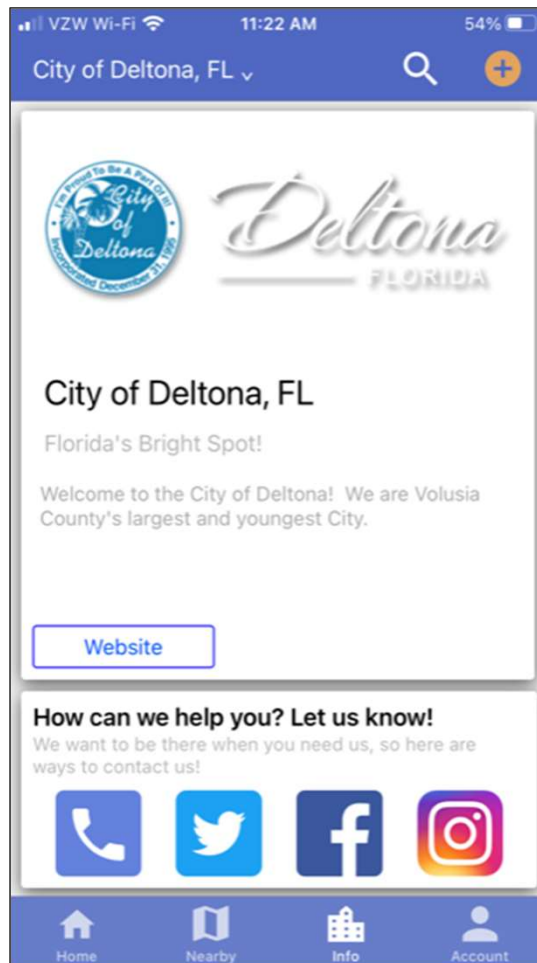
Los Alamos County is seeking to **empower** citizens through a more robust **Notification and 311 Information solution**





- One stop shop
- County branding
- Calendar feed
- Notifications, surveys, feedback
- 2-way communication
- GIS-based maps
- Real time & news display
- Searchable directory
- Link to EnerGov and other County portals like Paymentus

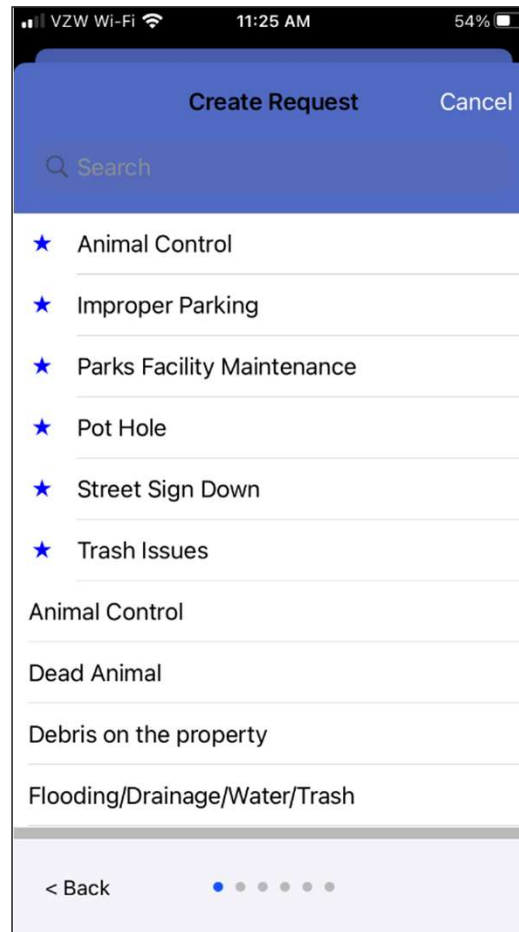
- Customize



© Tyler Technologies 2021



- Request

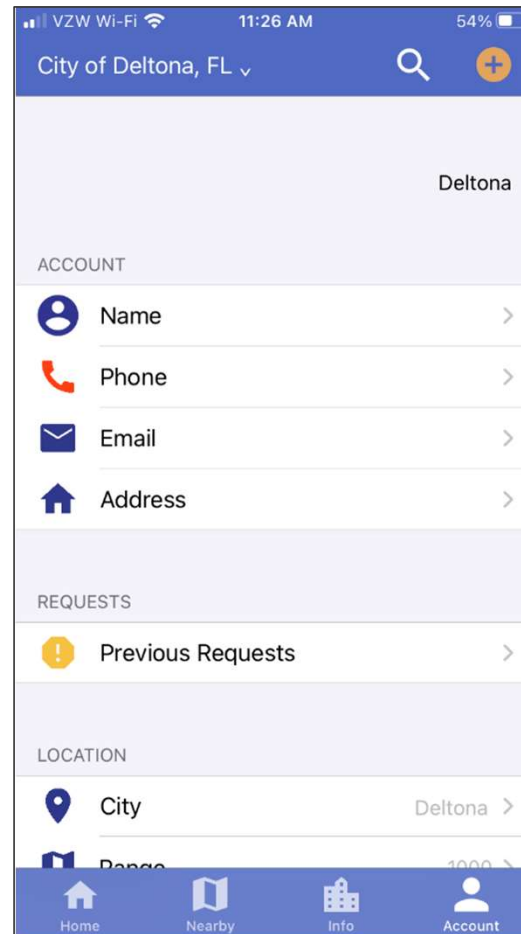


© Tyler Technologies 2021





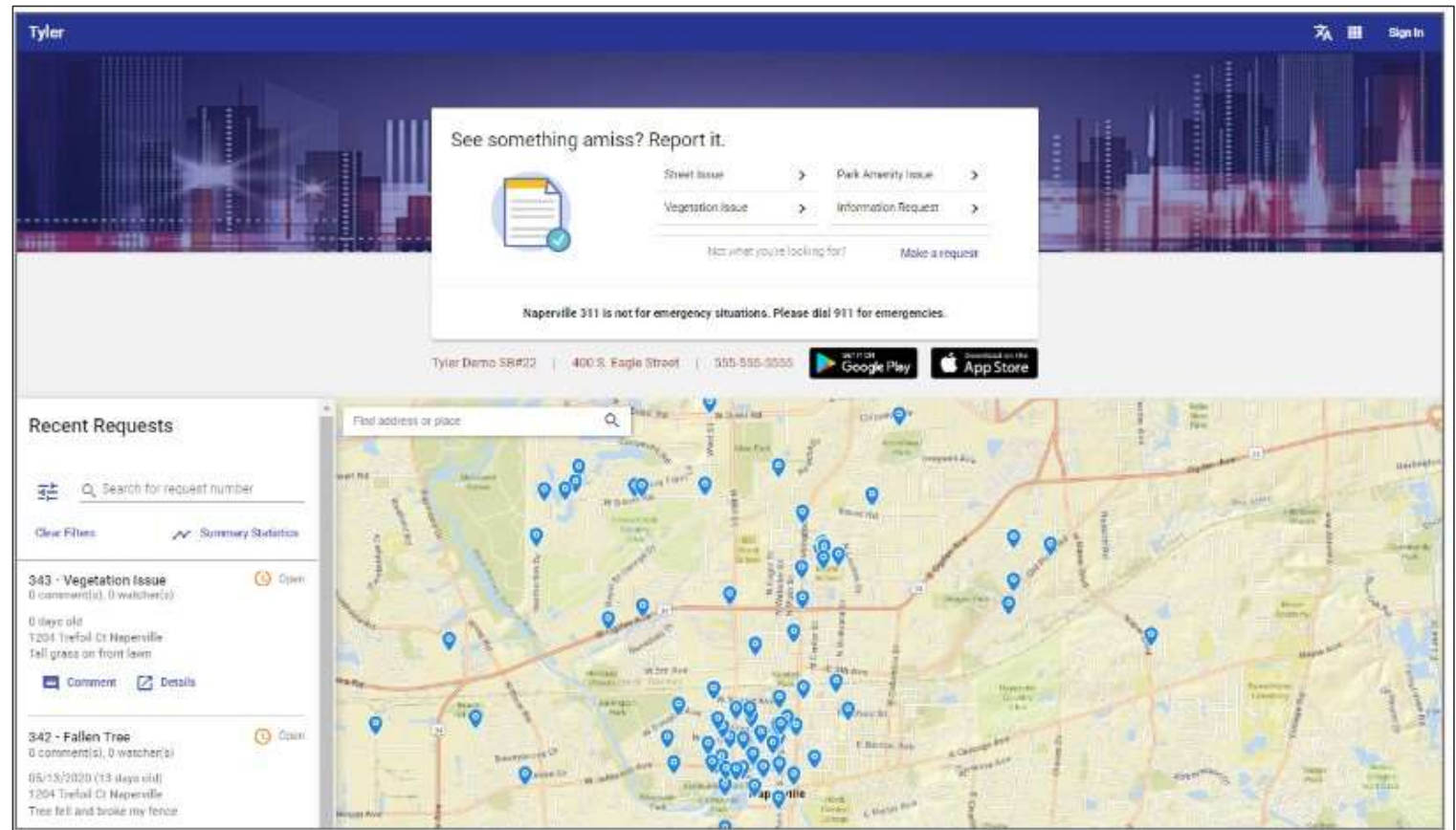
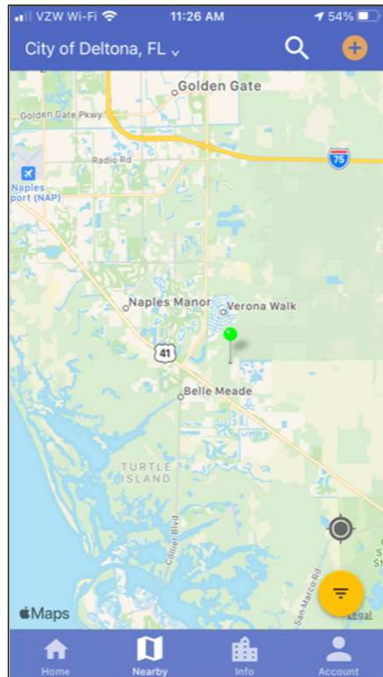
- Personalize



© Tyler Technologies 2021



- Map



© Tyler Technologies 2021





# Let's take a look

<https://www.tylertech.com/products/mycivic>



© Tyler Technologies 2021



# QUESTIONS?

<https://www.tylertech.com/products/mycivic>



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## **Example Customer**

### **In Their Own Words:**

### **City of Las Cruces, NM**

- Increased citizen engagement
- Helps manage workload
- Seamless integration
- Mobile
- Customized
- Better documentation
- Timely responses
- City has gained reporting stats

© Tyler Technologies 2021





# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 6.E.  
**Index (Council Goals):**  
**Presenters:** Jack Richardson  
**Legislative File:** AGR0784-21

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### Title

Approval of Amendment No. 2 to Services Agreement No. AGR17-914 with Alpha Southwest, Inc. in the amount of \$649,886.00 for the Purpose of Inspection, Repair, and Ancillary Services on County Well and Booster Pumps.

### Recommended Action

**I move that the Board of Public Utilities approve Amendment No. 2 to Services Agreement No. AGR17-914 with Alpha Southwest, Inc. in the amount of \$649,886.00, for a revised total agreement amount of \$1,100,000.00, plus applicable gross receipts tax, and to extend the contract term two years for the purpose of Inspection, Repair, and Ancillary Services on County Well and Booster Pumps, and forward to Council for approval.**

### Staff Recommendation

Staff recommends approval of the agreement per the motion as presented.

### Body

The DPU has, over the past four years, been consistently in need of the maintenance activities provided by this agreement with Alpha Southwest: pulling a deep well turbine pump out of the well and inspecting the well and pump equipment to see if any repairs and/or replacement of equipment is necessary. Sometimes the well itself needs servicing by chemical cleaning and agitation and usually the well pump requires repair or replacement. The DPU's wells are long term investments. The financial useful life of a well station (well + pump and control equipment) is estimated at 50 years, however, with good O&M practices a well can provide useful service well beyond that life span. The average age of the 12 existing well stations in the DPU system is 34 with the three oldest well stations being 55/56 years in the ground. The original contract amount (\$150,114) only covered a single well pump pull that had already been scheduled. Amendment No. 1 added \$300,000 (total \$450,114) to the contract amount and this amount has been spent down over the past few years to where the remaining funds in the contract would not cover pulling and refurbishing the pump from even our shallowest well station. Amendment No. 2 adds \$649,886.00 (total \$1,100,000) to the contract amount. \$300,000 of the Amendment No. 2 amount is programmed for well station O&M based on pump failure of some type - approximately one well station each year. The other \$349,886 being added to the contract amount is for well station O&M that would possibly be completed coincident with the Water Production Well & Booster Station Control Upgrade (MCC) Project that is being initiated in FY 2022. The thinking is that if one of our older well stations is proposed to receive a control system upgrade then perhaps simultaneously pulling the well pump and inspecting the well and pump equipment would



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be the appropriate course of action. Approaching the control upgrade project in this manner would ensure that funds spent on new controls would be matched with a well and pump system that would provide DPU an extended period of trouble free service on into the future.

The Water Production budget includes funds to cover typical costs for these types of services. Some years no work is required on any of our major facility pumps or motors. Some years multiple facilities require servicing. The total Amendment No. 2 contract amount of \$1,100,000.000 would only be expended if two more wells failed in the next two years plus DPU decided to expend all of the funds coincident with the MCC Upgrade project. If all goes well this total contract amount will not be required. The original Agreement was for a four year period (October 2016 through October 2020). Amendment No. 1 extended the contract through October 2021. Amendment No. 2 extends the contract for an additional two years until October 2023. If all contract funds were to be expended the average annual expenditure over the 7-year life of the agreement would be \$157,143 which is the approximate cost of pulling a single deep well turbine pump for well and pump equipment O&M.

Our water production well system has provided excellent source water for many years with limited major O&M activities to date (major O&M activities defined as well pump pulling and repair/replacement). Many of our oldest well pumps have never been pulled and serviced. With the upcoming addition of Otowi Well No. 2 and the start up and use of Otowi Well No. 1 both coming on line in the next two years, and with the well station control upgrade project starting, adding the appropriate amount of well and well pump equipment inspection and O&M work to this effort will set the DPU up for another lengthy period of well station production requiring limited major O&M activities.

The proposed agreement between Alpha Southwest and the DPU is a piggybacking off of an existing Albuquerque/Bernalillo County Water Utility Authority Contract. This contract between ABCWUA and Alpha Southwest is for the same services as required by the DPU. This ABCWUA contract was competitively bid through the public procurement process when it was established. In utilizing this piggyback approach the DPU saved time and administrative effort while securing good prices for these services.

#### **Alternatives**

The alternative approach to amending the Agreement with additional funds and two additional years of the original contract period would be to bring individual agreements at the time of well pump failure or during the MCC Upgrade project, however, time to procure these individual services would delay the needed repairs.

#### **Fiscal and Staff Impact**

Original Agreement amount of \$150,114.00, amended to \$450,114, now being increased by \$649,886.00 for a revised total Agreement compensation amount of \$1,100,000.00. Amended contract expiration date will be 19 October 2023.

#### **Attachments**

A - AGR17-914 - A2 Alpha Southwest\_FINAL

**AMENDMENT NO. 2  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. AGR17-914**

This **AMENDMENT NO. 2** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Alpha Southwest, Incorporated**, a New Mexico corporation ("Contractor"), to be effective for all purposes October 20, 2021.

**WHEREAS**, County and Contractor entered into Agreement No. AGR17-914 on October 20, 2016, and Amendment No. AGR17-914-A1 dated September 26, 2018, (as amended, the "Agreement") for Inspection, Repair and Ancillary Services on all County Well and Booster Pumps; and

**WHEREAS**, procurement of the Services was made in accordance with Los Alamos County Code of Ordinances Sec. 31-3(b)(4)(d) (procurement of services under an existing contract with another government agency) as the Albuquerque/Bernalillo County Water Utility Authority had publicly bid and competitively awarded to Contractor, contract numbered "RFP2013000021"; and

**WHEREAS**, the Services are ongoing and County and Contractor wish to extend the term as allowed for in the original terms of the Agreement; and

**WHEREAS**, all of the County well pumps are at or nearing their anticipated expected useful life and it is likely that a well pump repair project will be possible in each of the next two (2) years; and

**WHEREAS**, the original amount of compensation was ONE HUNDRED FIFTY THOUSAND ONE HUNDRED FOURTEEN DOLLARS (\$150,114.00), which was inadequate and only covered the first well pump in the first year of the Agreement; and

**WHEREAS**, Amendment No. 1 added THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), from which more than TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) has been encumbered; and

**WHEREAS**, the historic annual amount required for well inspection and repair services is approximately ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) in years when a single well pump inspection and repair or replacement is required; and

**WHEREAS**, the Department of Public Utilities ("DPU") is undertaking a major Water Production well & booster station control system upgrade project and the best path forward is to couple one (1) or two (2) additional well inspections and repairs to accomplish a thorough upgrade of multiple well stations, in addition to any required annual well inspection and repair required due to well station problems; and

**WHEREAS**, both parties wish to increase the compensation by SIX HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS (\$649,886.00); and

**WHEREAS**, the Board of Public Utilities approved this Amendment at a public meeting held on September 15, 2021; and

**WHEREAS**, the County Council approved this Amendment at a public meeting held on October 5, 2021; and

**NOW, THEREFORE**, for good and valuable consideration, County and Contractor agree as follows:

I. Delete **SECTION B. TERM** in its entirety and replace it with the following:

**SECTION B. TERM:** The term of this Agreement shall commence October 20, 2016, and shall continue through October 19, 2023, unless sooner terminated, as provided herein.

II. Delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed ONE MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,100,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.

2. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

III. Add two (2) new Sections titled "V.", "W.", "X." and "Y."

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

**SECTION W. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in counterparts, each of which shall be deemed an original.

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

**SECTION Y. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement will remain in effect.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 2 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**PHILO SHELTON, III, P.E.**  
**UTILITIES MANAGER**

**Approved as to form:**

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

**ALPHA SOUTHWEST, INC., A NEW MEXICO**  
**CORPORATION**

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**EXHIBIT "A"**  
**COMPENSATION RATE SCHEDULE**  
**AGR17-914-A2**

The following are the parties agreed upon pricing pursuant to the Albuquerque/Bernalillo County Water Utility Authority publicly bid and awarded Contract No. "RFP2013000021".

Item Description	Unit Price	Annual Price Increase
Shop Drawings, Reports, O&M Manuals, Calculations, Permits and Scheduling (TS-1)	\$65.50/Hour	5%
Work site Preparation, Cleanup, Disinfection and gathering materials (TS-2)	\$69.00/Hour	10%
Pull and Reinstall Pumps with Related Equipment as Provided in the Scope or Approved Task Order (TS-3)	\$8.35/L.F.	10%
Lower Pump (TS-4)	\$24.75/L.F.	10%
Well Abandonment and Rehabilitation (TS-5)	\$220.00/Hour	
Well Inspection Video Surveys and Logs (TS-6)	\$1,210.00/ Each	
Repair/Replacement of Well, Booster Station and Reservoir Equipment (Mechanical/Miscellaneous Laborer) (TS-7a)	\$69.00/Hour	
Repair/Replacement of Well, Booster Station and Reservoir Equipment (Journeyman Electrician) (TS-7b)	\$84.00/Hour	20%
Fabrication and Machine Shop Work (TS-8)	\$71.50/Hour	5%
Percent of Blue Book Price (Not to Exceed 100%) (TS-9)	100%	0%
Inspection Labor (TS-10)	\$65.50/Hour	5%
Percent Over Invoice for Repair Parts (TS-11)	1.29%	3%
Operation of Driver Equipment (TS-12)	\$73.50/Hour	5%
Jobsite Security (TS-13)	\$23.50/Hour	5%
Percent Over Invoice for Rental Equipment (TS-14)	\$1.15%	0%
Percent Over Invoice for Subcontract Work (TS-15)	1.15%	0%
Performance Evaluation of Wells, Well Pumps and Booster Pumps (TS-16)	\$73.50/Hour	5%

**NOTES:**

- a) L.F. is price per Linear Foot.
- b) Prices do not include NMGR.
- c) Annual increases are based on the County's fiscal year from July 1<sup>st</sup> through June 30<sup>th</sup>.
- d) Items that include a "TS-#" are tasks described in more detail and which are cross-referenced to the Albuquerque/Bernalillo County Water Utility Authority RFP Solicitation No. RFP2013000021 released February 6, 2013.



# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 6.F.  
**Index (Council Goals):** DPU FY2021 - 1.0 Provide Safe and Reliable Utility Services  
**Presenters:** James Alarid  
**Legislative File:** AGR0785-21

---

### Title

**Ratification of Expenses for Emergency Replacement of Motor for Otowi Well #4**

### Recommended Action

**I move that the Board of Public Utilities Approve Expenses for Emergency Replacement of Motor for Otowi Well #4 in an Amount Not to Exceed, \$130,000, plus applicable Gross Receipts Tax.**

### Staff Recommendation

Staff recommends that the Board approve as presented.

### Body

In June of 2021 Otowi Well #4 was taken out of service due to excessive noise believed to be from a worn thrust bearing in the motor. The motor was removed and sent to an electric motor shop to diagnose the problem. The motor was disassembled and inspected in the motor shop and the bearings were confirmed to be worn and in need of replacement. In addition, the stator and rotor of the motor were found to be contaminated with an oil/bearing-dust crust. The crust combined with the operating heat has begun to delaminate the motor windings. Photos of the motor condition are provided in Attachment D. The motor windings require either rewinding or replacement. A quote was obtained to refurbish the existing motor and to replace the motor with a new one. The cost to replace the motor was \$18,000 higher than the cost to refurbish. The decision was made to replace the motor since the 30-year old motor has already been rewound once before in 2002. A purchase order has been issued to the motor shop to proceed to manufacture a new motor. The new motor is scheduled to be installed before next spring when water demands increase. Staff estimated the expense to install the new motor at \$20,000 since it requires a custom coupler to be built and balancing.

Due to the urgency to bring the well back online, an emergency purchase was requested by the DPU, and authorized by the purchasing manager to purchase the new motor. We are seeking approval from the Board of Public Utilities (BPU) for expenses associated with replacement of the well motor which normally require approval by the BPU since the cost is above \$50,000. BPU's approval will demonstrate a clear and transparent record of this emergency procurement.

### Alternatives

The emergency procurement of the new motor is in compliance with the County's procurement code and therefore, there is no other alternative to present.

### ..Fiscal and Staff

The motor replacement will be paid for by operations funding which has been budgeted in



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FY2022 for major equipment replacement. A summary of the estimated replacement cost is provided below.

\$ 7,402.50	Alpha Southwest Removal of Motor (Attachment #1)
\$ 6,902.14	Lane Electric Diagnose Motor (Attachment #2)
\$ 93,070.60	Lane Electric Motor Replacement (Attachment #3)
<u>\$ 20,000.00</u>	<u>Alpha Southwest Install New Motor (Estimate, awaiting formal quote)</u>
\$127,375.24	Estimate Total Cost (excluding NMGR)

#### **Attachments**

- A - Alpha SW Quotation - Remove Existing Motor
- B - Lane Electric Invoice - Diagnose Existing Motor
- C - Lane Electric Quotation - Furnish New Motor
- D - Motor Interior Photos



205 Rossmoor Rd SW  
Albuquerque, NM 87105  
Ph (505) 877-0287  
Fax 505-877-0459

Price Estimate Sheet

<b>Customer:</b>	
County of Los Alamos	
Otowi Well 4 Motor	
<b>PO#</b>	Pending

<b>Job No.</b>	Pending
----------------	---------

<b>Estimate Date:</b>	7/9/2021
<b>By:</b>	Meghan Sanchez

Description of work or materials provided:	TS #	Quantity	Price ea.	Total
<b>Unstretch Pump, Pull Motor, Set Motor, Stretch Pump &amp; Startup</b>				
Item 1: TS-1: Scheduling, Coordination, Reports, and General Project Management	TS-1	5	\$ 71.50	\$ 357.50
Item 2: TS-2 Work Site Preparation	TS-2	40	\$ 75.50	\$ 3,020.00
Item 3: TS-7a Misc. Field Labor (Unstretch Pump, Unbolt Discharge Head & Lift Motor, Set Motor and Head, Restretch Pump and Startup	TS-7a	50	\$ 75.50	\$ 3,775.00
Item 4: TS-9 Alpha Owned Equipment - Boom Truck	TS-9	10	\$ 25.00	\$ 250.00
<i>Assuming two trips; electrical unwire/wire up to be done by others, and is not included in this scope.</i>				

Respectfully Submitted

**Total Estimated Cost** \$ **7,402.50**

Alpha Southwest, Inc. Terms: Per ABCWUA Contract

If you have any questions please feel free to give me a call at 1-505-877-0287 or by e-mail at meghan@alphasw.com



# LANE ELECTRIC MOTORS AND DRIVES

1905 Fawcett Ct.  
Farmington, NM 87401

(505)327-9442  
Fax (505)327-3847  
www.laneelectric.net

## Order

Customer Number

5055

Order Date

7/15/2021

Ship Date

Order Number

R11709

### Bill To:

LOS ALAMOS COUNTY  
1000 CENTRAL AVE STE 130  
LOS ALAMOS, NM 87544  
(505) 663-1730 x

### Ship To:

LOS ALAMOS COUNTY  
OTOWI #4  
LOS ALAMOS, NM 87544

Ship Via

Lane Electric Truck

Terms

Net 30

Salesperson

Landon Tate

Customer PO

82553

Contact

CLAY MOSELEY

ID US 800HP VERTICAL  
Motor-Make US  
Rating 800  
HP Unit HP  
RPM 1775

Frame 5810P  
Enclosure WP1  
Rated V. 4160  
Rated A. 96  
ODE Brg# 29430EJ

DE Brg# 6222  
ID # 653261/V02U2770485R  
-1  
# of Phases 3  
Frequency (Hz) 60  
Type HU

Product ID	Qty	Ship	Description	Sales Price		Total
Labor	1	1	LABOR TO PICK UP DISASSEMBLE INSPECT AND QUOTE	6,100.74		6,100.74
	0					
	1	1	LODGING FOR 3 DIFFERENT SITE VISITS BY AARON KOTHE	801.40		801.40

**Required Work:** TRAVEL TO CUSTOMER SITE FOR SITE AND UNIT INSPECTIONS, PICK UP MOTOR ASSEMBLY, DISASSEMBLE, INSPECT, CHECK ALL MECHANICAL FITS, PERFORM ELECTRICAL TESTS, ADVISE

**Approved for Payment**

**Thank You**

Charge Card:

Exp Date:

...

Subtotal:	6,902.14
Freight:	0.00
Other:	0.00
0.0000 % Sales Tax 1:	0.00
0.0000 % Sales Tax 2:	0.00
Total:	6,902.14

Customer Signature: **T. Clay Moseley**

Date:

Printed Name:

**T. Clay Moseley**

Total Weight: 0

Page 1 of 1



# LANE ELECTRIC MOTORS AND DRIVES

1905 Fawcett Ct.  
Farmington, NM 87401

(505)327-9442  
Fax (505)327-3847  
www.laneelectric.net

Accepted

Contact

CLAY MOSELEY

Customer Number

5055

Quote Date

9/3/2021

Quote Number

SQ20491

Quote To:

LOS ALAMOS COUNTY  
1000 CENTRAL AVE STE 130  
LOS ALAMOS, NM 87544  
(505) 663-1730 x

Ship To:

LOS ALAMOS COUNTY  
Attn: CLAY MOSELEY PO#82837  
OTOWI WELL 4  
LOS ALAMOS, NM 87544  
(505) 663-1730 x

FOB

Ship Via

Lane Electric Truck

Terms

Net 30

Quoted By

Kenneth Hale

Customer RFQ

Customer PO

82837

Product ID	Qty	Description	Sales Price		Total
	1	US 800HP 5012PA 1800RPM 4160 VOLT TITAN Vertical HOLLOSHAFT • WP11 Enclosure • Form Wound • 1.15 Service Factor on Sine Wave Power • Class "F" Insulation • Everseal Insulation System • 7500 Ft. Altitude • +40 C Ambient • Standard Efficiency • Vertical Centrifugal Pump Application • 30.5 Base Diameter (Inches) • Coupling Size: 2-3/16" Bore, 1/2" Key • Self-Release Coupling • 10300 lbs. Pricebook Thrust Value • 24270 lbs. Customer Down Thrust • Temperature Rise (Sine Wave): 80 C Rise @ 1.0 Service Factor (by Resistance) • Direct-On-Line Start • Continuous Duty • 85 dBa @ 1M Sound Pressure 715 % Maximum Inrush • Driven Load Inertia: NEMA • Standard Load Inertia: 2815 LB-FT2 • Starts Per Hour: 2 Cold/1 Hot (NEMA Standard) • Dual Rotation • 300 % Extra High Thrust • Ground Lug In Conduit Box • Insulated Bearing - Upper Bracket • Screens - Standard Material • 115 Volt Space Heaters • Synthetic Lubrication • Bearings RTD-120 Ohm,3 Leads Both Bearings	93,070.60		93,070.60

Thank You

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PO# ( IF NOT ALREADY ISSUED ):



# LANE ELECTRIC MOTORS AND DRIVES

1905 Fawcett Ct.  
Farmington, NM 87401

(505)327-9442  
Fax (505)327-3847  
www.laneelectric.net

## Accepted

### Contact

CLAY MOSELEY

### Customer Number

5055

### Quote Date

9/3/2021

### Quote Number

SQ20491

### Quote To:

LOS ALAMOS COUNTY  
1000 CENTRAL AVE STE 130  
LOS ALAMOS, NM 87544  
(505) 663-1730 x

### Ship To:

LOS ALAMOS COUNTY  
Attn: CLAY MOSELEY PO#82837  
OTOWI WELL 4  
LOS ALAMOS, NM 87544  
(505) 663-1730 x

### FOB

### Ship Via

Lane Electric Truck

### Terms

Net 30

### Quoted By

Kenneth Hale

### Customer RFQ

### Customer PO

82837

Product ID	Qty	Description	Sales Price	Total
		<ul style="list-style-type: none"> <li>Winding RTD's-120 Ohm,2 Lead</li> <li>Q-1 Accessory Outlet Box</li> </ul> Cast Iron Box Same Side As Main O/B 1" NPT Conduit Opening With Terminal Board 1. Quoting replacement of G53261 with Nidec current standard features and electrical design. 2. The original frame size is no longer commercially available. Nidec is providing a functional replacement on our current frame size offering matching the base and BX dimensions of the existing motor. Note: may be necessary to change the motor line shaft due to change in the CD dimension. See motor print for additional dimensional details. 3. Motor will have a typical sound pressure of 85 dBa @ 1M (3.3 ft.) 4. To verify suitability for reduced voltage/auto-transformer start, please provide the driven equipment's load inertia value for engineering review. At this time, quoting motors rated for full voltage starting only. 5. The motor contains an extra-high thrust bearing arrangement that utilizes pre-loaded springs to prevent bearing skidding. In order to properly seat the thrust bearing and unload the guide bearing, the motor must be subjected to an external down-thrust during all operation (the value will be determined by engineering after receipt of order), with the exception of momentary excursions of reduced down-thrust or up-thrust at services and/or shut-down.		

18 WEEK LEAD TIME TO SHIP PLUS TRANSIT

		Subtotal:	93,070.60
		Freight:	0.00
		Other:	0.00
0.0000 %	Sales Tax 1:		0.00
0.0000 %	Sales Tax 2:		0.00
		Total:	93,070.60

## Thank You

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PO# ( IF NOT ALREADY ISSUED ):

























# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

---

<b>Agenda No.:</b>	6.G.
<b>Index (Council Goals):</b>	DPU FY2021 - 1.0 Provide Safe and Reliable Utility Services
<b>Presenters:</b>	James Alarid
<b>Legislative File:</b>	AGR0786-21

---

### Title

Approval of Task Order No. 97 Under Services Agreement No. AGR16-044 with Parker Construction, LLC for Replacement of Sewer Lines in Sombrillo Court

### Recommended Action

**I move that the Board of Public Utilities approve Task Order No. 97 Under Services Agreement No. AGR16-044 with Parker Construction, LLC in the amount of \$58,370.02, which amount includes Gross Receipts Tax, and a Contingency in the amount of \$15,000.00, for a total of \$73,370.02 for Replacement of Sewer Lines in Sombrillo Court.**

### Staff Recommendation

Staff recommends approval of the task order as presented.

### Body

The project will replace a section of sewer line and multiple service lines that has been constructed overtime with no flushing points, the sewer has some undersized lines and awkward arrangement of fittings which cannot be maintained. The new piping will be constructed per DPU's current standards with adequately sized main line with manholes and the service lines with adequate slope and cleanouts for flushing. The area has experienced a number of back-ups and due to the sub-standard piping, the repairs are required. If approved, the work will be schedule as soon as possible to complete the work prior to winter.

### Alternatives

If not approved, the sub-standard piping will continue to backup and require frequent maintenance and repairs.

### Fiscal and Staff Impact

The project will be funded by sewer system maintenance funds budgeted in FY2022.

### Attachments

A - Task Order No. 97 Under AGR16-044



**TASK ORDER #97**

**COUNTY OF LOS ALAMOS UTILITIES DEPARTMENT  
PRICE AGREEMENT AGR 16-44  
PARKER CONSTRUCTION  
May 4, 2016**

**PROJECT TITLE: Sombrillo Sewer Main Replacement**

Description: Replace the existing individual sewer services lines into a sewer main collection system.

**Estimated Project Term: 30 Days**

Bid item # 122 Supervisor 45 hrs. @ \$68.55/hr.	= \$3,084.75
Bid item # 123 Labor 45 hr. @ \$47.98/hr.	= \$2,159.10
Bid item # 60 6" SDR 35 Sewer pipe 180ft@ \$14.28/ft	= \$2,570.40
Bid item # 1 1 Trenching 260 ft@\$38.15/ft	= \$9,919.00
Bid item # 5 Potholing 7 Ea. @\$565.13	= \$3,955.91
Bid item # 59 4" sch 40 sewer pipe 80ft@\$11.71/ft	= \$936.80
Bid item # 62 4'dia. Manhole 2ea. @\$5,998.07	= \$11,996.14
Bid item # 1 asphalt r&r 780' sqft @\$12.72/sqft	= \$9,921.60
Bid item # 3 sidewalk r&r 170 sqft @ \$18.72/sqft	= \$3,182.40
Bid item # 4 curb and gutter r&r 20 LF @ \$56.51/LF	= \$1,130.20
Bid item # 7 Traffic control 9 days @ \$282.56/day	= \$2,543.04
Bid item # 126 Dump Truck 12hrs@ \$102.82/hr	= \$1,233.84
Bid item # 125 Loader 14hrs@ \$125.67/hr	= \$1,759.38
Sub Total	= \$54,392.56
GRT 7.3125%	= 3,977.46
Total	= \$58,370.02

**Charge Code Number WC 2113 8369**

**Acceptance of Conditions and Items of Work**

Department of Public Utilities: \_\_\_\_\_  
Philo Shelton, P.E.

\_\_\_\_\_ Date

Parker Construction: 

8/23/21

\_\_\_\_\_ Date

Name: BRAD PARKER  
Print



# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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<b>Agenda No.:</b>	7.A.
<b>Index (Council Goals):</b>	DPU FY2021 - 3.0 Be a Customer Service Oriented Organization that is Communicative, Efficient, and Transparent
<b>Presenters:</b>	Steve Cummins
<b>Legislative File:</b>	14666-21

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### Title

UAMPS Smart Energy Rebate Programs

### Recommended Action

**No Recommendation, for information only.**

### Body

As Members of the Utah Associated Municipal Power Systems (UAMPS), and participants of the Resource Project, the Department of Public Utilities has the option to participate in UAMPS Smart Energy Rebate Programs. Through the Resource Project, UAMPS conducts analyses and studies of new power supply and transmission projects for the members. Additionally, through the project, UAMPS has developed its Smart Energy Rebate Programs, designed to lower energy demand and cut costs for both its members and the customers they serve.

UAMPS staff will provide a short presentation on the overall program for Board discussion and consideration.

### Attachments

A - UAMPS Smart Energy Rebate Programs

# UAMPS SMART ENERGY REBATE PROGRAMS

**LOS ALAMOS COUNTY BPU MEETING**

SEPTEMBER 15, 2021

MACKENZIE MONTHY  
MANAGER OF ENERGY EFFICIENCY  
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS



# UAMPS SMART ENERGY REBATE PROGRAMS

- Home Energy Savings Program
- Cool Cash Program
- See “Ya” Later Refrigerator Program
- Commercial Lighting Program

# HOME ENERGY SAVINGS REBATE PROGRAMS

- Clothes Washer - \$50 (128 kWh per year)
- Dishwasher - \$20 (36 kWh per year)
- Refrigerator - \$100 (193 kWh per year)
- Freezer - \$20 (133 kWh per year)
- Lighting Fixtures – 50% of the cost of the lighting fixture or up to \$10 (limit of 10 per household)
  - (34 kWh per fixture/per year)
- Lighting Sensors – \$10 per sensor (limit 10 per household) (9 kWh per unit/per year)
- Smart Lighting Switch - \$10 per switch (limit 10 per household) (9 kWh per unit/per year)
- Electric Water Heater - \$50 (73 kWh per year)
- Portable Evaporative Cooler - \$50 (803 kWh per year)
- Room Air Conditioner - \$20 (92 kWh per year)

# COOL CASH REBATE PROGRAMS

- Central Air Conditioning
  - 15 SEER/12.5 EER – Customer - \$100/Trade Ally - \$50 (341 kWh per year)
  - 17 SEER/12.5 EER – Customer - \$150/Trade Ally - \$50 (530 kWh per year)
  - 20 SEER/12.5 EER – Customer - \$300/Trade Ally - \$50 (742 kWh per year)
  - Proper Installation – Customer - \$50/Trade Ally - \$50 (319 kWh per year)
  - Proper Sizing – Customer - \$50/Trade Ally - \$50 (319 kWh per year)
    - ❖ Seasonal Energy Efficiency Ratio (SEER)
    - ❖ Energy Efficiency Ratio (EER)



# COOL CASH REBATE PROGRAMS (CONT.)

- Evaporative Cooler
  - First Time Install - \$400
  - Replacement - \$400
  - Premium - \$500
  - Premium Whole House Ducted - \$1000

\*1,406 kWh saving per year

# COOL CASH REBATE PROGRAMS (CONT.)

- Ductless Heat Pump
  - Single Head - Customer - \$1,000/ Trade Ally - \$300 – (2,824 kWh per year)
  - Double Head – Customer - \$1,300/ Trade Ally - \$500 (5,654 kWh per year)
  - Supplemental - Customer - \$400/ Trade Ally - \$100 (945 kWh per year)
- Heat Pump
  - Tier 1 (9.0 HSPF, 15 SEER) – Customer - \$200/Trade Ally - \$50 (793 kWh per year)
  - Tier 2 (9.5 HSPF, 16 SEER) – Customer - \$400/Trade Ally - \$200 (1,225 kWh per year)
    - ❖ Heating Seasonal Performance Factor (HSPF)
    - ❖ Seasonal Energy Efficiency Ratio (SEER)

# COOL CASH REBATE PROGRAMS (CONT.)

- Gas Furnace
  - Gas Furnace with ECM Motor – Customer - \$200/Trade Ally - \$50 (523 kWh per year)
  - ECM on existing Furnace – Customer - \$100/Trade Ally - \$20 (312 kWh per year)
  - Proper Installation/Sizing – Customer - \$0/Trade Ally - \$150 (319 kWh per year)
    - ❖ Electronically Commutated Motor (ECM)
- Smart Thermostat - \$25 - \$50 (585 kWh per year)

## SEE “YA” LATER REFRIGERATOR REBATE PROGRAM

- Refrigerating Recycling
  - Customer Incentive - \$30
  - I-800-GOT-JUNK - \$70 (or a recycling company in the area)
    - I-800-GOT-JUNK recycles all refrigerators at Rapid Recovery where the freon is removed and each fridge is cataloged by model number.

\* 1,562 kWh per year

# COMMERCIAL LIGHTING REBATE PROGRAM

- Participant will conduct a pre-inspection on the project and contact UAMPS to give approval to move forward.
- UAMPS will send the customer an approval letter that must be signed by customer, agreeing to the work that will be completed and the dollar amount offered by Participant.
- Upon completion, customer will submit to UAMPS the project costs documentation.
- UAMPS will contact Participant to conduct a post-installation inspection.
- Incentive will be sent to the customer after receiving approval from Participant.
- Incentive amounts are between \$0.25 to \$125.00 per fixture depending on the fixture type.
- Participant is billed through the UAMPS monthly Power Bill.

# COMMERCIAL LIGHTING REBATE PROGRAM (CONT.)

- Some Participants have offered rebates under the Commercial Lighting Program for the replacement of refrigerator doors at gas stations and grocery stores. The rebate amounts have been \$25 - \$100 per door.



# TOTAL KWH SAVINGS

- April 2020 to March 2021
  - Home Energy Savings Program saved a total of 5,272 kWh's.
  - Cool Cash Program saved a total of 60,193 kWh's.
  - See "Ya" later Refrigerator Program saved a total of 76,538 kWh's.
  - Commercial Lighting Program saved a total of 12,460 kWh's.
- April 2019 to March 2020
  - Home Energy Savings Program saved a total of 6,490 kWh's.
  - Cool Cash Program saved a total of 41,887 kWh's.
  - See "Ya" later Refrigerator Program saved a total of 156,200 kWh's.
  - Commercial Lighting Program saved a total of 7,000 kWh's.

# SMART ENERGY BUDGETS

- Participant's will determine the yearly budget for each rebate program (billed through the Resource Project).
- UAMPS Staff separates the Participant's budget into four quarters.
- Once the budget has reached its cap for the quarter, rebates for applicants will be put on hold until the next quarter begins or the Participant increases their budget cap for the quarter.

## SMART ENERGY BUDGETS (CONT.)

- Larger Cities annual budget between \$10,000 - \$18,000
- Smaller Cities annual budget between \$500 - \$5,000

# FUTURE REBATE PROGRAMS

- EV Charging Stations
- SMART Tankless Water Heater
- WEMO Plugs

# UAMPS SMARTENERGY REBATE PROGRAMS

- UAMPS can tailor programs to meet the Participant's needs:
  - Adjust rebate amounts
  - Offer advertising materials for Participant's uses, i.e. magnets, pamphlet's, flyers, social media posts.

# UAMPS SMARTENERGY REBATE PROGRAMS

## ■ QUESTIONS ?





# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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<b>Agenda No.:</b>	7.B.
<b>Index (Council Goals):</b>	DPU FY2021 - 1.0 Provide Safe and Reliable Utility Services; DPU FY2021 - 2.0 Achieve and Maintain Excellence in Financial Performance; DPU FY2021 - 3.0 Be a Customer Service Oriented Organization that is Communicative, Efficient, and Transparent; DPU FY2021 - 4.0 Sustain a Capable, Satisfied, Engaged, Ethical and Safe Workforce Focused on Customer Service; DPU FY2021 - 5.0 Achieve Environmental Sustainability; DPU FY2021 - 6.0 Develop and Strengthen Partnerships with Stakeholders
<b>Presenters:</b>	Philo Shelton
<b>Legislative File:</b>	14753-21

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### Title

Approval of Department of Public Utilities Mission, Vision and Values, Strategic Goals and Objectives

### Recommended Action

**I move that the Board of Public Utilities approve the Mission, Vision and Values statements and the FY2023 Strategic Goals and Objectives as presented.**

### Staff Recommendation

The Utilities Manager and staff recommend approval of the Mission, Vision and Values statements and the FY2023 Strategic Goals and Objectives as presented.

### Body

The Utilities Manager is expected to annually develop strategic goals and objectives, and present them to the Board for approval. At a special meeting on September 7, 2021, the Board was asked to provide input to incorporate into the Department's planning efforts to ensure alignment of focus areas, strategic goals and objectives while considering County Council's priorities in their 2021 Strategic Leadership Plan. The changes suggested by the Board are included in the attached documents for approval.

DPU senior staff will hold their annual strategic planning meeting on September 30, 2021. The Board's direction and input will be used for the Department's action planning and budget preparations for FY2023.

### Alternatives

The Board can approve the documents as presented or request changes.

### Fiscal and Staff Impact

None

### Attachments

A - Revised Mission, Vision and Values Statements

B - Revised Strategic Goals & Objectives (Showing Prioritization)

## DEPARTMENT OF PUBLIC UTILITIES

### MISSION/VISION/VALUES STATEMENTS

For Approval by the Board of Public Utilities

September 15, 2021 – Regular Meeting

**There are no Proposed Revisions for FY2022:**

### **MISSION**

Provide safe and reliable utility services in an economically and environmentally sustainable fashion.

### **VISION**

Be a high-performing utility matched to our community, contributing to its future with diversified and innovative utility solutions.

### **VALUES**

We value our:

- CUSTOMERS by being service oriented and fiscally responsible
- EMPLOYEES AND PARTNERSHIPS by being a safe, ethical and professional organization that encourages continuous learning
- ENVIRONMENT & NATURAL RESOURCES through innovative solutions
- COMMUNITY by being communicative, organized and transparent

**DEPARTMENT OF PUBLIC UTILITIES**  
**FY2023 STRATEGIC GOALS & OBJECTIVES**  
**WITH BOARD OF PUBLIC UTILITIES SUGGESTED CHANGES & PRIORITIZATION**  
**for Board Approval – September 15, 2021**

*Each board member was allotted six (6) votes between Goals 2.0 through 6.0,  
which are symbolized by blue dots (●).  
Priority is indicated by the total number of blue dots (●) allotted by board members.*

**FOCUS AREA - OPERATIONS & PERFORMANCE**

**GOAL - 1.0 Provide safe and reliable utility services:**

**\*\* THERE WAS CONSENSUS THAT THIS GOAL IS THE DPU'S TOP PRIORITY AND IS ALREADY CAPTURED AS DPU'S MISSION STATEMENT SO IT WAS NOT NECESSARY TO VOTE ON THESE OBJECTIVES. \*\***

1.1 OBJECTIVE - WATER (WP/NP/DW) - Efficiently deliver safe and reliable water utility services.
1.2 OBJECTIVE - GAS - Efficiently deliver safe and reliable gas utility services.
1.3 OBJECTIVE - SEWER (WC & WT) - Efficiently deliver safe and reliable sewer utility services.
1.4 OBJECTIVE - ELECTRIC (EP) - Efficiently deliver safe and reliable electric production utility services.
1.5 OBJECTIVE - ELECTRIC (ED) - Efficiently deliver safe and reliable electric distribution utility services.
1.6 OBJECTIVE - BUSINESS SYSTEMS - Efficiently implement and maintain secure and reliable business systems.
1.7 OBJECTIVE - Utility control and mapping systems and processes are accurate, safe and secure.
1.8 OBJECTIVE - Develop a culture of continuous improvement.

**FOCUS AREA - FINANCIAL PERFORMANCE**

**GOAL - 2.0 Achieve and maintain excellence in financial performance.**

●●	2	2.1 OBJECTIVE - Utilize revenues to provide a high level of service while keeping rates competitive with similar utilities.
●	1	2.2 OBJECTIVE - Conduct cost of service studies for each utility at least every 5 years.
●	1	2.3 OBJECTIVE - Meet financial plan targets by 2025, water by 2028.
●●	2	2.4 OBJECTIVE – Achieve workplans while operating within budget.

**FOCUS AREA - CUSTOMERS & COMMUNITY**

**GOAL - 3.0 Be a customer service-oriented organization that is communicative, efficient, and transparent.**

●●●	3	3.1 OBJECTIVE - Customer service processes and systems are efficient, secure and user-friendly.
	0	3.2 OBJECTIVE - Stakeholders are engaged in and informed about Utilities operations affecting the community.
~NEW~		3.2.1. OBJECTIVE - Educate Board Members on markets, contracts, and production options for electricity and solar.

**DEPARTMENT OF PUBLIC UTILITIES**  
**FY2023 STRATEGIC GOALS & OBJECTIVES**  
**WITH BOARD OF PUBLIC UTILITIES SUGGESTED CHANGES & PRIORITIZATION**  
**for Board Approval – September 15, 2021**

**FOCUS AREA - WORKFORCE**

**GOAL - 4.0 Sustain a capable, satisfied, engaged, ethical and safe workforce focused on customer service.**

●	1	4.1 OBJECTIVE - Leaders invest in employee training and professional development.
●	1	4.2 OBJECTIVE - Employees promote a culture of safe, ethical and customer-focused behavior.
●	1	4.3 OBJECTIVE - Employees are engaged, satisfied and fairly compensated.

**FOCUS AREA - ENVIRONMENTAL SUSTAINABILITY**

**GOAL - 5.0 Achieve environmental sustainability.**

● ● ● ● ●	5	5.1 OBJECTIVE - ELECTRIC (EP & ED) Be a carbon neutral electric provider by 2040.
● ●	2	5.2 OBJECTIVE - Electric efficiency is promoted through targeted electric conservation programs.
●	1	5.3 OBJECTIVE - WATER (DW) – Reduce potable water use by 12% per capita per day by 2030 using a 2020 calendar year-end baseline.
● ● ● ● ●	4	5.4 OBJECTIVE - GAS – Reduce natural gas usage by 5% per capita per heating degree day by 2030 using a 2020 calendar year-end baseline and support elimination of natural gas usage by 2070.
● ● ● ● ●	5	5.5 OBJECTIVE - SEWER (WT) – Provide class 1A effluent water in Los Alamos County.

**FOCUS AREA - PARTNERSHIPS**

**GOAL - 6.0 Develop and strengthen partnerships with stakeholders.**

●	1	6.1 OBJECTIVE - Communicate with stakeholders to strengthen existing partnerships and identify new potential mutually beneficial partnering opportunities.
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# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 8.A.  
**Index (Council Goals):**  
**Presenters:** Philo Shelton  
**Legislative File:** 14747-21

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### Title

Monthly 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 Status Reports provided.

### Attachments

- A - Electric Reliability
- B - Accounts Receivables
- C - Safety / Risk Management

# **STATUS REPORTS**

## **ELECTRIC RELIABILITY**

PREPARED BY

Alan Horton  
Associate Engineer



Prepared by Alan Horton  
Associate Engineer L.A.C.U.

[illegible]

CIRCUIT SAIDI IS CALCULATED ACCORDING TO THE NUMBER OF CUSTOMERS IN EACH CIRCUIT RESPECTIVELY

<u>Running SAIDI Circuit 13</u>	<u>Running SAIDI Circuit 14</u>	<u>Running SAIDI Circuit 15</u>	<u>Running SAIDI Circuit 16</u>	<u>Running SAIDI Circuit 17</u>	<u>Running SAIDI Circuit 18</u>	<u>Running SAIDI Circuit EA4 &amp; Roval Crest</u>	<u>Running SAIDI Circuit WR1</u>	<u>Running SAIDI Circuit WR2</u>	<u>Monthly SAIDI</u>		<u>Monthly Customer Minutes out of service</u>	<u>WEATHER SAIDI</u>
							0:00:45	0:01:15				
0:00:28				0:07:19								
0:01:05							0:03:36					
	0:00:29							0:19:48	JULY	0:03:06	467:10:00	
								0:20:34				
0:01:32							0:06:26		AUG	0:00:45	112:55:00	
			0:00:21									
0:01:34							0:06:30		SEP	0:00:06	14:00:00	
		0:04:00										
		0:04:48										
		0:05:46										
				0:37:28								0:00:42
				1:06:10					OCT	0:02:34	386:15:00	
							0:06:35					
												0:05:15
												0:08:46
												0:00:05
	0:00:37						0:06:39		NOV	0:14:30	2185:05:00	
		0:06:43							DEC	0:00:12	31:10:00	
0:02:46		0:11:31							JAN	0:00:13	33:00:00	
			0:11:36									
						0:02:44						
	0:00:57								FEB	0:03:21	505:30:00	
	1:15:57								APR	0:04:28	673:45:00	
							0:06:57					
	1:16:37											
						0:13:38						0:00:12
			0:29:47						MAY	0:18:33	2795:48:00	
							1:29:57					0:14:33
		0:15:50										
		0:20:10										
			0:30:04									
							1:30:25					
							1:35:09		JUNE	0:02:46	416:15:00	
<b>Circ 13</b>	<b>Circ 14</b>	<b>Circ 15</b>	<b>Circ 16</b>	<b>Circ 17</b>	<b>Circ 18</b>	<b>Circ EA4</b>	<b>Circ WR1</b>	<b>Circ WR2</b>	<b>Total</b>	<b>0:50:33</b>		<b>0:29:33</b>
<b>1655</b>	<b>539</b>	<b>1875</b>	<b>1842</b>	<b>209</b>	<b>213</b>	<b>165</b>	<b>1586</b>	<b>961</b>	<b>9045</b>			

Twelve Month History	June 2021	
Total # Accounts	9045	
Total # Interruptions	42	
Sum Customer Interruption Durations	7620:53:00	hours:min:sec
# Customers Interrupted	5897.0	
SAIFI (APPA AVG. = 1.0)	0.65	int./cust.
SAIDI (APPA AVG. = 1:00)	0.50	hours:min
CAIDI	1.17	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)

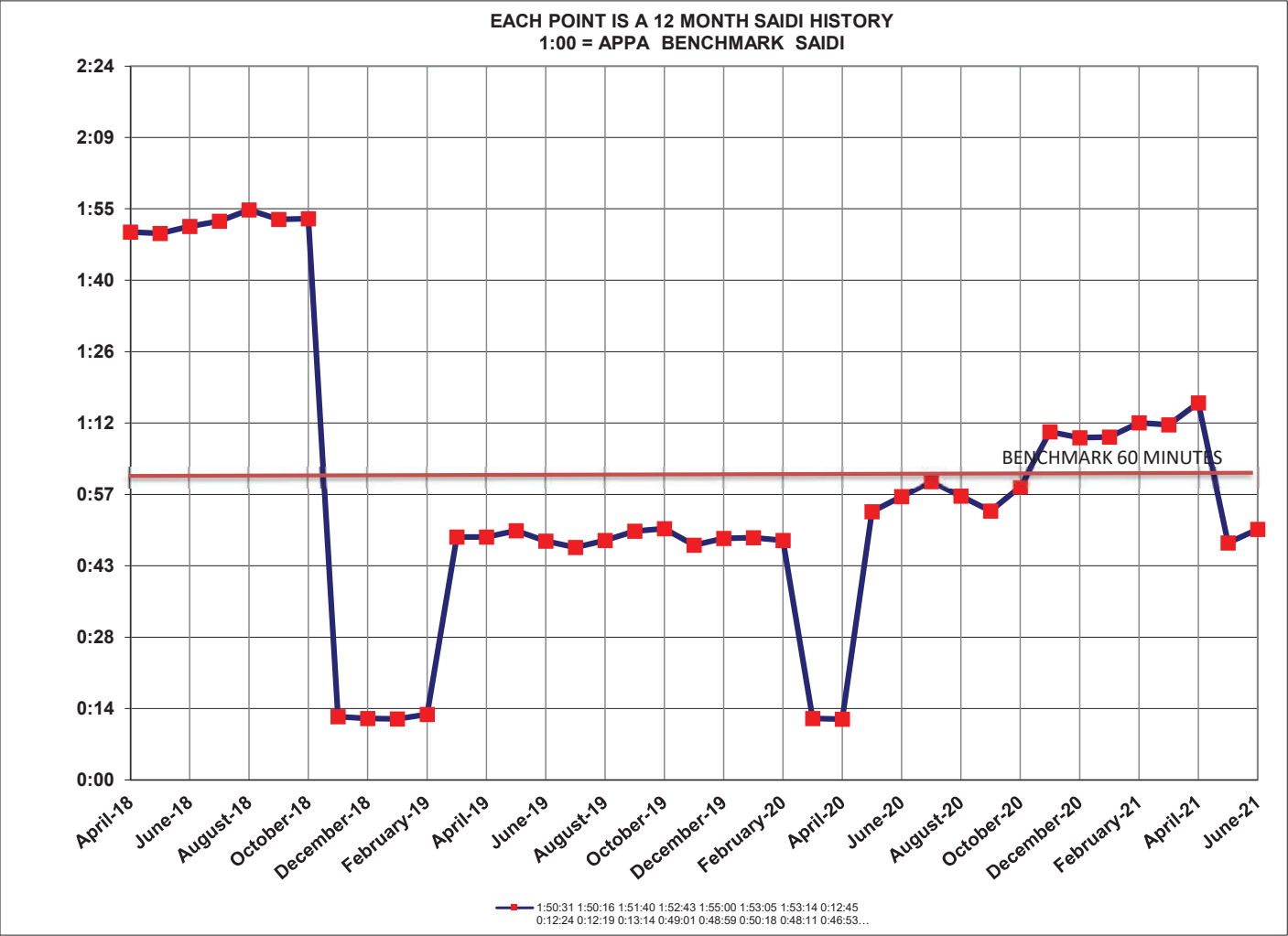
$$\text{SAIDI} = \frac{(\text{Sum of all customer outage durations})}{(\text{Total number of customers served})}$$

- **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)

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



# **STATUS REPORTS**

## **ACCOUNTS RECEIVABLES**

PREPARED BY

Joann Gentry  
Acting Business Operations Manager

Los Alamos County Utilities Department  
Active Receivables Over 90 Days Past Due  
September 1, 2021

Account	Customer ID	Acct Type	Comments	90 - 119		120 +
3001578	2005016	CM	Email to AP on August 12, 2023	\$ 51.03	\$ -	
3002079	2007812	CM	Email to AP on August 12, 2027	\$ 66.53	\$ -	
3009899	2027971	CM	Email to AP on August 12, 2022	\$ 69.64	\$ -	
3005404	2027972	RS	Email to AP on August 12, 2021	\$ 72.59	\$ -	
3000344	2001215	CM	Email to AP on August 12, 2024	\$ 73.68	\$ -	
3004241	2115898	RS	Payment Arrangement on File	\$ 75.16	\$ -	
3009903	2027027	CM	Email to AP on August 12, 2026	\$ 83.69	\$ -	
3000545	2002070	RS	Unable to reach customer	\$ -	\$ 84.01	
3008769	2215438	RS	Broken payment arrangemet	\$ -	\$ 88.48	
3002868	2010230	RS	Recently active, will pay with current bill	\$ 88.86	\$ -	
3005946	2216393	RS	Recently active, will pay with current bill	\$ -	\$ 89.07	
3002424	2032538	RS	Payment Arrangement on File	\$ 98.62	\$ -	
3002307	2138878	RS	Will contact owner	\$ 24.37	\$ 84.21	
3004222	2124748	RS	Payment Arrangement on File	\$ 121.96	\$ -	
3006682	2020732	RS	Electric disconnected	\$ -	\$ 175.09	
3004242	2115898	RS	Payment Arrangement on File	\$ 186.25	\$ -	
3005246	2000373	RS	Payment Arrangement on File	\$ 197.09	\$ -	
3007343	2022445	RS	Payment Arrangement on File	\$ 223.28	\$ -	
3010128	2114898	RS	No door tag issued	\$ 14.73	\$ 208.55	
3005567	2216470	RS	Payment Arrangement on File	\$ 264.85	\$ -	
3007256	2022141	RS	No door tag issued	\$ -	\$ 330.75	
3002769	2009914	RS	Self Help is making payment	\$ 133.16	\$ 239.18	
3005024	2016194	RS	Payment Arrangement on File	\$ 340.30	\$ 62.38	
3003508	2124208	RS	Payment Arrangement on File	\$ 274.80	\$ 134.79	
3002412	2003472	RS	Electric disconnected	\$ 34.57	\$ 383.17	
3007467	2216191	RS	Payment Arrangement on File	\$ 281.57	\$ 173.58	
3007663	2008610	RS	Applied for ERAP	\$ 249.37	\$ 206.09	
3002347	2008788	RS	No door tag issued	\$ 140.06	\$ 335.33	
3003665	2011576	CM	Will contact owner	\$ -	\$ 478.55	
3006107	2026961	RS	Payment Arrangement on File	\$ 269.21	\$ 218.64	
3005176	2122408	RS	Payment Arrangement on File	\$ 319.95	\$ 177.57	
3002389	2135428	RS	Broken payment arrangemet	\$ 223.37	\$ 318.99	
3005421	2017560	RS	No door tag issued	\$ 561.39	\$ -	
3000765	2002538	CM	Payment Arrangement on File	\$ 492.94	\$ 73.73	
3002823	2216257	RS	Payment Arrangement on File	\$ 154.29	\$ 439.22	
3008024	2020168	RS	Payment Arrangement on File	\$ -	\$ 595.49	
3002362	2008831	RS	Payment Arrangement on File	\$ 389.67	\$ 225.92	
3007236	2118758	RS	Payment Arrangement on File	\$ 234.85	\$ 461.15	
3004096	2215647	RS	Payment Arrangement on File	\$ 267.43	\$ 499.87	
3001509	2136448	CM	Payment Arrangement on File	\$ 798.86	\$ -	
3002803	2098438	RS	Payment Arrangement on File	\$ 112.47	\$ 829.46	
3006274	2097578	RS	Payment Arrangement on File	\$ 279.81	\$ 676.35	
3002328	2139618	RS	Payment Arrangement on File	\$ 55.77	\$ 1,016.47	
3004060	2085918	RS	CCC needs to follow up	\$ 135.37	\$ 1,017.81	
3004329	2069558	RS	Payment Arrangement on File	\$ 200.66	\$ 956.28	
3001502	2106778	CM	Payment Arrangement on File	\$ 251.39	\$ 1,081.14	
3002477	2009142	RS	No door tag issued	\$ 240.93	\$ 1,117.46	
3007047	2021698	CM	Payment Arrangement on File	\$ 395.78	\$ 1,063.85	
3003969	2012357	RS	Electric disconnected	\$ 304.98	\$ 1,198.13	
3009203	2118628	RS	Payment Arrangement on File	\$ 225.88	\$ 1,836.66	
3007360	2015299	RS	Payment Arrangement on File	\$ 263.80	\$ 1,903.18	
3005737	2028518	RS	Payment Arrangement on File	\$ 300.03	\$ 2,333.31	
3004024	2004969	RS	Payment Arrangement on File	\$ 465.79	\$ 2,480.81	
3006513	2036208	RS	Payment Arrangement on File	\$ 283.86	\$ 2,865.24	
				<b>\$ 10,394.64</b>	<b>\$ 26,459.96</b>	
<b>54 Accounts</b>						<b>\$ 36,854.60</b>



Los Alamos County Utilities Department  
Receivables More than 60 Days Inactive Accounts  
September 1, 2021

YEAR	OUTSTANDING 9/1	# OF ACCOUNTS	OUTSTANDING 8/2	# OF ACCOUNTS
FY18*	\$ 18,612.31	93	\$ 12,591.06	59
FY19*	\$ 53,126.60	197	\$ 53,587.41	201
FY20*	\$ 50,213.44	192	\$ 50,558.31	193
FY21*	\$ 61,779.64	350	\$ 83,222.40	427
FY22**	\$ -	0	\$ -	0
<b>TOTAL</b>	<b>\$ 183,731.99</b>	<b>832</b>	<b>\$ 199,959.18</b>	<b>880</b>

\*Note 1: During calculation of write off accounts, the fiscal year reported in Tyler Munis was using calendar year (January 1 - December 1) and not fiscal year (July 1 - June 30).

\*\*Note 2: Current year write off includes FY17; FY22 does not have accounts over 60 days until October 1.

# STATUS REPORTS

## SAFETY

PREPARED BY

Steve Klepeis  
Risk Manager

	Hours Worked	Hours Worked	Hours Worked	Hours Worked	Hours Worked	Hours Worked
	ADMIN	EL DIST	EL PROD	GWS	WA PROD	WWTP
MONTH						
Jan - 2021	4445.0	2200.0	2760.0	4754.0	1523.0	1760.0
Feb - 2021	3492.0	1828.0	1954.0	3813.0	1181.0	1333.0
Mar - 2021	3716.0	1907.0	1961.0	3987.0	1277.0	1265.0
Apr - 2021	3722.0	1886.0	1922.0	4009.0	1313.0	1380.0
May - 2021	3653.0	1914.0	1944.0	4286.0	1268.0	1326.0
June - 2021	3638.0	1732.0	1823.0	3818.0	1299.0	1378.0
July - 2020	4877.0	2789.0	2471.0	6170.0	2026.0	1996.0
Aug - 2020	3552.0	1897.0	1927.0	4080.0	1247.0	1355.0
Sept - 2020	3150.0	1502.0	1929.0	3547.0	1189.0	1356.0
Oct - 2020	3637.0	1663.0	1724.0	3769.0	1116.0	1349.0
Nov - 2020	3413.0	1687.0	1780.0	3910.0	1206.0	1429.0
Dec - 2020	4664.0	2358.0	2517.0	5275.0	1589.0	1897.0
Total Hrs Worked ->	45959.0	23363.0	24712.0	51418.0	16234.0	17824.0
Number of Recordable Injury and Illness Cases*	0	3	0	1	0	0
OSHA Recordable Injury & Illness Incidence Rate	0.00	25.68	0.00	3.89	0.00	0.00
Number of OSHA Days Away Days Restricted (DART) cases	0	0	0	0	0	0
OSHA Days Away Days Restricted (DART) Rate	0.00	0.00	0.00	0.00	0.00	0.00
*ALL THREE ELECTRICAL DISTRIBUTION INJURIES AND THE ONE GWS INJURIE WERE MINOR INJURIES REQUIRING MEDICAL TREATMENT BEYOND FIRST AID, BUT WERE TREATED AND RELEASED TO FULL DUTY WITH NO LOST TIME. ONE OF THE LISTED ED INJURIES OCCURRED 6/20 AND WILL NO LONGER BE INCLUDED IN NEXT MONTH'S REPORT. THE GWS INJURY OCCURRED 8/20 AND WILL NOT BE INCLUDED IN THE SEPTEMBER REPORT. INJUR						
INJURIES REQUIRING MEDICAL ATTENTION BEYOND FIRST AID ARE REQUIRED TO BE CONSIDERED OSHA RECORDABLE INJURIES , RETAINED IN THIS RECORD FOR 1 YEAR, REGARDLESS OF HOW MINOR THEY MAY BE.						

## DEPARTMENT OF PUBLIC UTILITIES CLAIMS

Information Provided by the County Risk Manager

YEAR	REPORT MONTH	BPU MTG DATE	TORT CLAIMS	WORKERS COMP	PROPERTY DAMAGE
2021	1-Jul	7/21/2021	NONE	NONE	NONE
2021	2-Jun	6/16/2021	NONE	NONE	NONE
2021	4-Apr	5/19/2021	NONE	NONE	NONE
2021	03-Mar	4/21/2021	NONE	NONE	NONE
2021	02-Feb	3/17/2021	1. GWS employee backed into parked unoccupied motorist's vehicle. 2. GWS snowplow slid into motorist under icy conditions.	An ED employee slipped and fell on ice; injured right wrist/hand; able to return to work with no lost days.	A GWS employee backed into a shed at the Aquatic Center. GWS is repairing damage.
2021	01-JAN	2/24/2021	NONE	NONE	1. A GWS employee misjudged backing clearance and backed vehicle 1113 into 1202, with minor damage.  2. A Utilities EP Hydro employee misjudged backing clearance and backed vehicle 1242 into a parked snow plow, resulting only in a small hole in 1242 tailgate. Winter weather conditions.
2020	12-DEC	1/20/2021	On DP Road, GWS driver making turn misjudged clearance and struck a support leg of a flagging machine owned by Southwest Safety; \$3800+- damage claimed.	NONE	NONE
2020	11-NOV	12/16/2020	Claimant alleges that lightning struck a County utility pole causing a voltage surge that damaged his computer. Recommended for denial.	NONE	Claim in which a Utilities employee reported that the toolbox slid in the truck he was driving, and it broke the truck's rear window.
2020	10-OCT	11/18/2020	Claim involving Electrical Distribution: a claimant alleges that home appliances were damaged due to a failure of their neutral conductor, causing voltage overload in part of their electrical panel. ED has responded that the County has no way of knowing or predicting that a house service conductor will fail. Claim has been recommended for denial.	NONE	NONE

## DEPARTMENT OF PUBLIC UTILITIES CLAIMS

Information Provided by the County Risk Manager

YEAR	REPORT MONTH	BPU MTG DATE	TORT CLAIMS	WORKERS COMP	PROPERTY DAMAGE
2020	09-SEP	10/21/2020	NONE	A lineman fractured/lacerated his right middle finger when removing a heavy manhole cover; returned to duty same day.	NONE
2020	08-AUG	9/16/2020	Resident and her insurer claim sewer back-up damage due to County main problem	GWS worker using high pressure wand; wand slipped, causing contact and skin abrasion to wrist.	NONE
2020	07-JUL	8/19/2020	Water main repair caused debris to enter residence plumbing, clogging house facilities; plumber's bill claimed.	NONE	Break-in reported at El Vado. Damage and theft of federally owned property being stored on premises; no damage or theft to County.
2020	06-JUN	7/15/2020	A claimant experienced water damage to his residence due to a County water line leak.	NONE	NONE
2020	05-MAY	6/17/2020	NONE	NONE	NONE
2020	04-APR	5/20/2020	NONE	NONE	NONE
2020	03-MAR	4/15/2020	NONE	NONE	NONE
2020	02-FEB	3/18/2020	NONE	NONE	NONE
2020	01-JAN	2/19/2020	Resident incurred plumber bill; didn't know outage was due to main break.	NONE	NONE



# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:** 8.B.  
**Index (Council Goals):**  
**Presenters:** Philo Shelton  
**Legislative File:** 14535-21

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### **Title**

Department of Public Utilities Quarterly Report - FY21/Q4  
(prepared by Julie Williams-Hill, Public Relations Manager)

### **Body**

The Board requested that the quarterly report be presented each quarter that shows the status of the utility and provides project updates.

### **Attachments**

A - Quarterly Report FY21/Q4





# QUARTERLY PERFORMANCE REPORT: Qtr 4-FY 2021

**LOS ALAMOS**

Department of Public Utilities

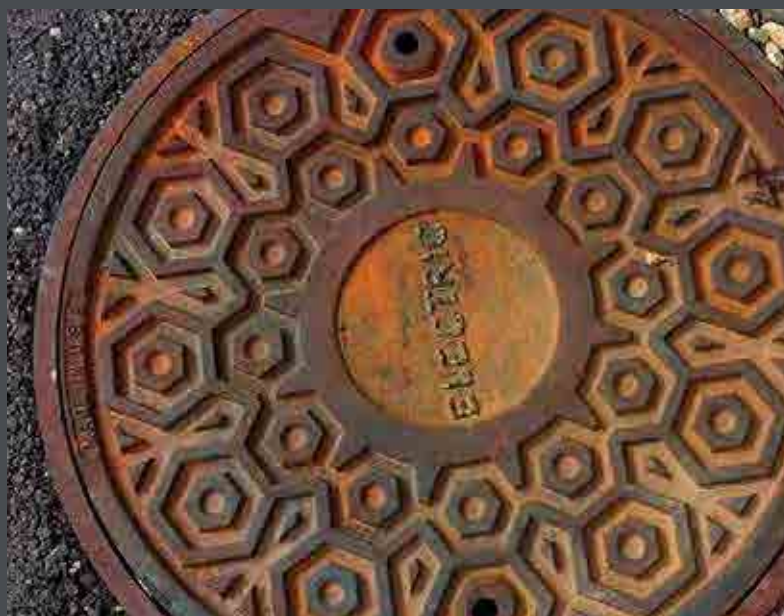
Electric, Gas, Water, and Wastewater Services

**FISCAL YEAR 2021:**  
Jul 01, 2020 - Jun 30, 2021

**QUARTER 4:**  
Apr 01 - Jun 30, 2021  
(Issued September 2021)

**Administrative offices :**  
1000 Central Avenue, Suite 130  
Los Alamos, NM 87544

T. 505 662 6333  
CustomerCare@lacnm.us  
<https://ladpu.com/utilities>



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## PHILO SHELTON UTILITIES MANAGER



### **San Juan Generating Station**

The above photo is an aerial view of the San Juan Generating Station, a coal-fired plant in the Farmington area. On June 30, 2020 Los Alamos County's ownership agreement for 36 megawatts from Unit 4 will expire. DPU will replace this power with clean energy resources.



# A WORD FROM THE UTILITIES MANAGER

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While many COVID-19 restrictions were lifted and construction projects were allowed to proceed, the Department of Public Utilities experienced elevated bids on the last five projects this quarter. Increased bid costs are caused by limited materials, and equipment: and restoring the labor pool. In response to these elevated bid prices, the Department has been able to refinance loans at a one percent interest rate.

Also, the Department will seek some relief from Los Alamos County's allocation of funds from the American Rescue Plan Act of 2021. These supply chain and labor issues will most likely persist for some time, especially since the Delta variant of COVID-19 is taking a stronger hold on the globe. To maintain essential utility services, the Department continues to modify its operations.

With the closing of the fourth quarter, it marks the last year of the Department's ownership agreement in the San Juan Generating Station's (SJGS's) operation. This coal fired electric production plant has reached the end of its useful life and will close on June 30, 2022.

Staff has plenty of work with agreements in anticipation of its closure. These include the mine closure, decommissioning of the

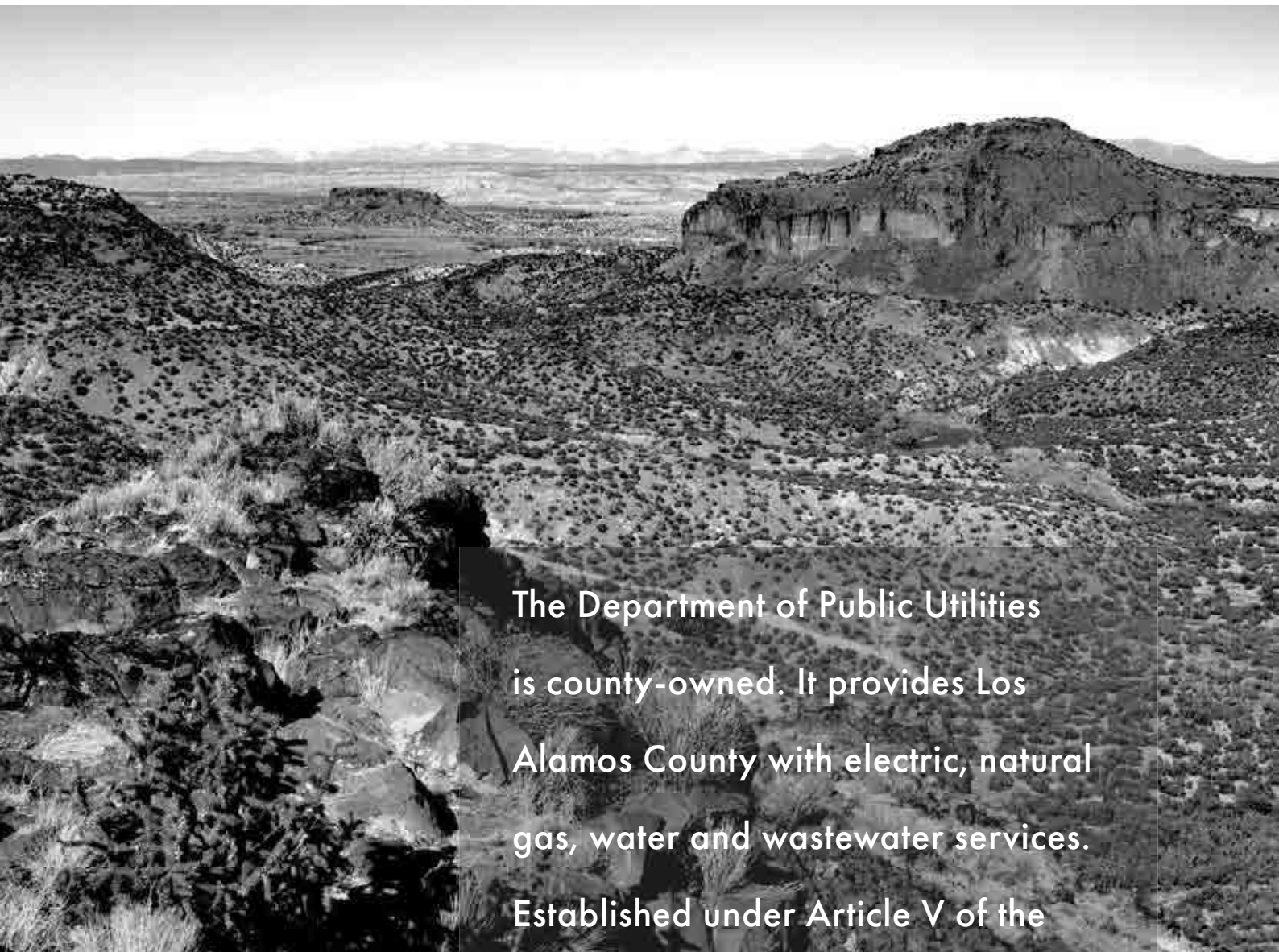
plant, and consideration of a proposal for some owners, absent the County, to continue its operation as a carbon sequestration plant with City of Farmington and Enchant Energy. To date, the Department is replacing a portion of the energy generated by SJGS with a Power Purchase Agreement with Uniper for 15 megawatts of energy that is 78 percent renewable energy. Additionally, DPU is working on an update to its Integrated Resource Plan (IRP) that will inform the County on how much additional power should be purchased through either more Power Purchase Agreements or build new electric generating assets. Going forward, this IRP will best inform the County on the level of participation in the Carbon Free Power Project (CFPP), a proposed nuclear generating facility to be built in Idaho utilizing small modular reactors. The County's current subscription in the CFPP is approximately two megawatts.

This quarter the Department was able to recover all its costs related to the escalated prices for natural gas. A February winter storm greatly impacted Texas and as a result affected our regional commodity prices for natural gas. While four to six months was the original estimated time to recoup these funds, the formula in the natural gas rate ordinance proved to be effective

and the Department recovered these additional costs in just a two-month period.

This quarter and finishing up in the next quarter, installation of electric smart meters and, water and gas communication modules for the Advance Metering Infrastructure (AMI) project will be completed. DPU staff is beginning to enjoy the fruits of this project, reading meters remotely, facilitating billing systems, and utilizing outage management maps to identify power outages. AMI work in the second quarter of 2022 will roll out more customer-based applications like monitoring one's consumption of gas, water and electric.

In conclusion, next quarter DPU looks forward to strategic planning with the Board of Public Utilities and developing action plans for the next fiscal year as we continue our mission to "provide safe and reliable utility services in an economically sustainable fashion."



The Department of Public Utilities is county-owned. It provides Los Alamos County with electric, natural gas, water and wastewater services. Established under Article V of the 1968 Charter for the Incorporated County of Los Alamos, the DPU falls under the jurisdiction of the Board of Public Utilities.



# ABOUT THE DEPARTMENT OF PUBLIC UTILITIES

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## Mission

Provide safe and reliable utility services in an economically and environmentally sustainable fashion.

## Vision

Be a high-performing utility matched to our community, contributing to its future with diversified and innovative utility solutions.

## We Value

- Customers by being service-oriented and fiscally responsible;
- Employees and partnerships by being a safe, ethical and professional organization that encourages continuous learning;
- Environment and natural resources through innovative solutions; and
- Community by being communicative, organized and transparent.

## Goals/Objectives

### 1.0 Provide safe & reliable utility services

- Efficiently deliver safe and reliable electric, gas, water & wastewater services;
- Efficiently implement and maintain secure and reliable business systems;
- Ensure utility control and mapping systems and processes are accurate, safe and secure;
- Develop a culture of continuous improvement.

### 2.0 Achieve & maintain excellence in financial performance

- Utilize revenues to provide a high-level of service and keep rates competitive with similar utility providers;
- Conduct cost of service studies for each utility at least every five years;
- Meet financial plan targets by 2025, and water by 2028;
- Achieve work plans while operating within budget.

### 3.0 Be a customer service-oriented organization that is communicative, efficient & transparent

- Ensure customer service processes and systems are efficient, secure and user-friendly;
- Engage and inform stakeholders on utilities' operations affecting the community.
- Conduct a community survey of the conservation (environmental) objectives.

## Goals/Objectives

### 4.0 Sustain a capable satisfied, engaged, ethical & safe workforce focused on customer service

- Invest in employee training and professional development;
- Promote a culture of safe, ethical and customer-focused behavior;
- Engage employees, improve employee satisfaction and compensate fairly.

### 5.0 Achieve environmental sustainability

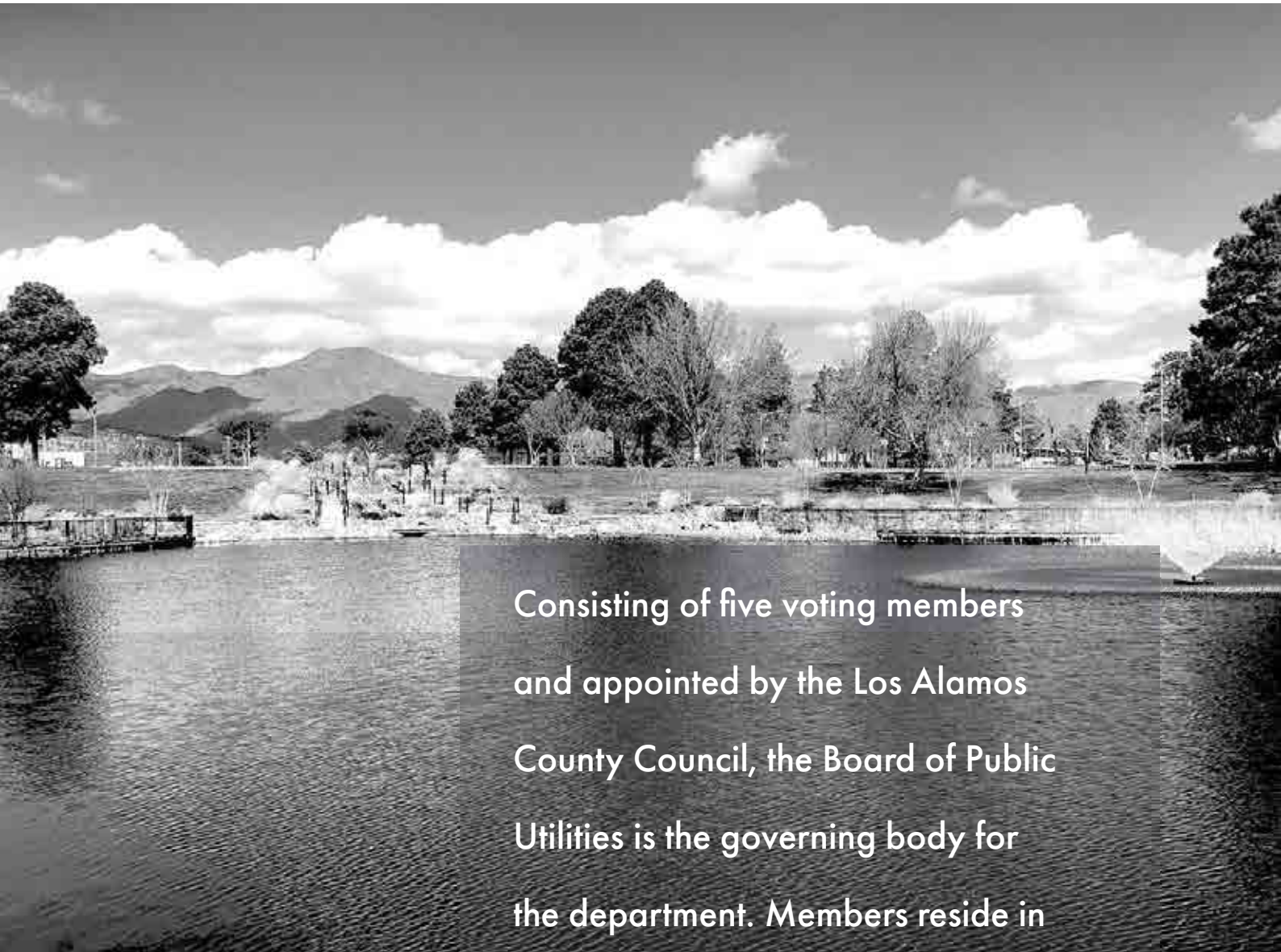
- Be a carbon neutral electric provider by 2040;
- Promote electric efficiency through targeted electrical conservation programs. Increase local solar peak production to 6 MW by 2040 (this is 30% of local solar produced based on the county peak load of 18 MW);
- Reduce potable water use by 12% per capita per day by 2030 using a 2020 calendar year-end baseline;
- Reduce natural gas use by 5% per capita per heating degree day by using a 2020 calendar year-end baseline and support elimination of natural gas usage by 2070;
- Provide class 1A effluent water in Los Alamos County.

### 6.0 Develop and strengthen partnerships with stakeholders

- Communicate with stakeholders to strengthen existing partnerships and identify new potentially beneficial partnering opportunities.

Revised and adopted: 2020  
for fiscal year 2022

Revised and adopted: 2020  
for fiscal year 2022



Consisting of five voting members and appointed by the Los Alamos County Council, the Board of Public Utilities is the governing body for the department. Members reside in

Los Alamos and are customers of the department. Calendars, policies and procedures, agendas, minutes, and videos of meetings are available at <https://ladpu.com/BPU>.

# BOARD OF PUBLIC UTILITIES

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.1/

**CORNELL WRIGHT**  
Chair



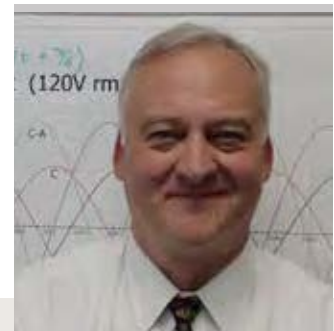
.2/

**STEPHEN MCLIN**  
Vice Chair



.3/

**ERIC STROMBERG**  
Member



.4/

**STEVE TOBIN**  
Member



.5/

**CARRIE WALKER**  
Member

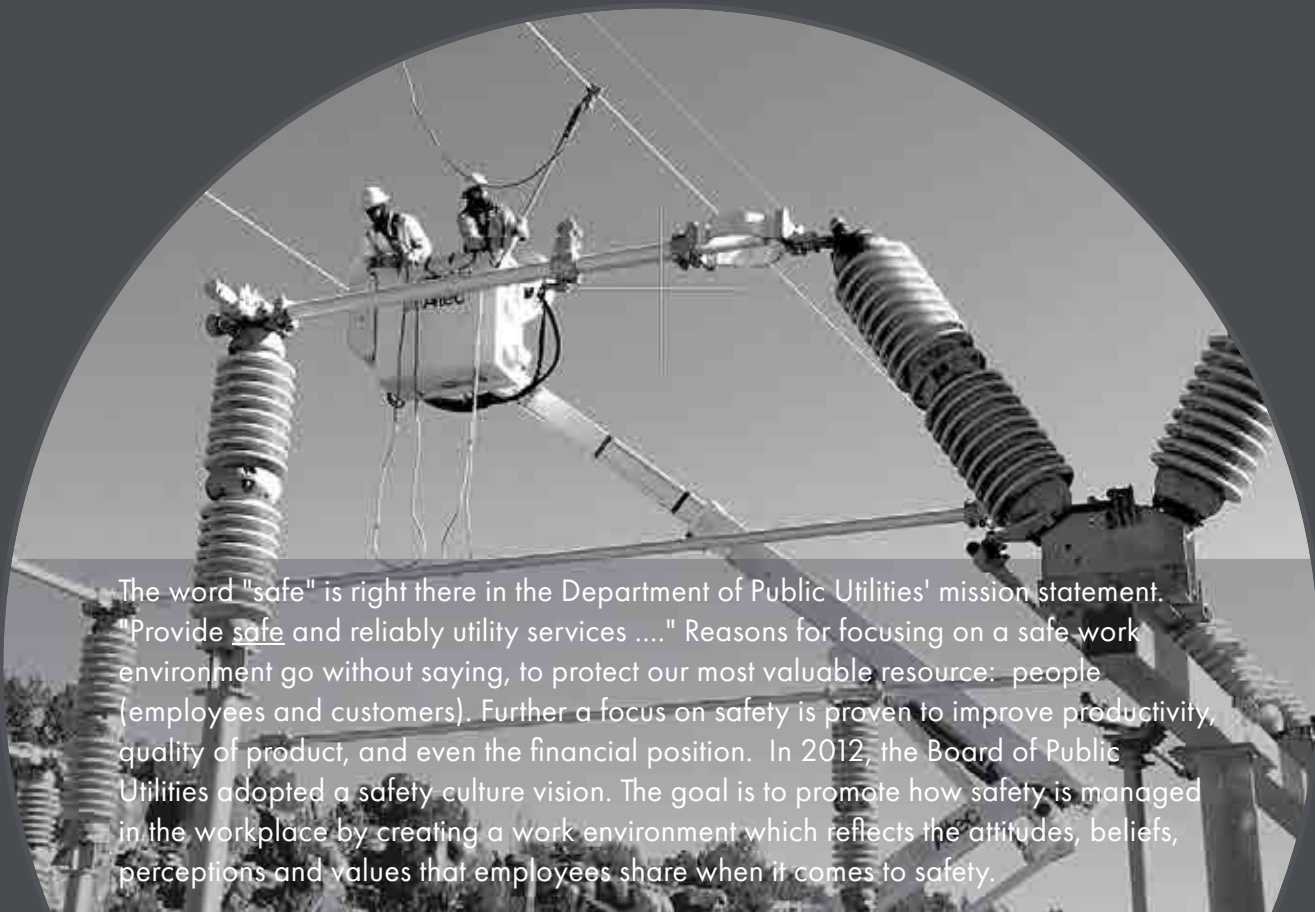


## Meetings

### BOARD OF PUBLIC UTILITIES

The Board meets on the third Wednesday of each month at 5:30 p.m. in Council Chambers, 1000 Central, Los Alamos, NM. During the COVID pandemic, however, meetings are held via the ZOOM platform. Watch the meetings streamed online at: [ladpu.com/BPUliveproceedings](http://ladpu.com/BPUliveproceedings)

# SAFETY



The word "safe" is right there in the Department of Public Utilities' mission statement. "Provide safe and reliably utility services ...." Reasons for focusing on a safe work environment go without saying, to protect our most valuable resource: people (employees and customers). Further a focus on safety is proven to improve productivity, quality of product, and even the financial position. In 2012, the Board of Public Utilities adopted a safety culture vision. The goal is to promote how safety is managed in the workplace by creating a work environment which reflects the attitudes, beliefs, perceptions and values that employees share when it comes to safety.

## Safety Culture Vision

DPU seeks to create a safety culture where employees practice safety every hour on the job, while no one is watching, because employees want to and not because employees have to. To create this safety culture, DPU employees believe in:

- Putting safety first
- Leading by example
- Establishing and enforcing a high standard of work performance
- Briefing or tailgating before every job
- Making work and safety suggestions.

Adopted 2012

## Safety Committee

DPU employees representing each utility division comprise the 13-person Safety Committee. They hold a committee meeting quarterly to review and share best practices. They also analyze accidents, incidents and near misses and discuss and implement appropriate prevention measures.

Each member of the Safety Committee is responsible for discussing the accident, incident or near miss with the rest of the staff at the next available weekly group meeting and share agreed upon prevention measures.

## Safety Employee

The Safety Employee of the Quarter program was developed by the safety committee with an intent to reward those who most clearly and effectively demonstrate DPU's safety culture vision.

Each quarter all DPU employees nominate fellow employees who exemplify the safety culture vision. A review of the nominee applications is conducted and voted on by the safety committee members and forwarded to DPU's senior management team for concurrence. The selected employee is recognized and earns an additional day of administrative leave.





# SAFETY EMPLOYEE OF THE QUARTER

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## qtr4/fy21

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**JUSTIN LUJAN**

Senior Pipe Fitter  
Gas, Water & Sewer Division



## qtr3/fy21

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**DAVID RODRIGUEZ**

Senior Pipe Fitter  
Gas, Water & Sewer Division



## qtr2/fy21

---

**JULIE WILLIAMS-HILL**

Public Relations Manager  
Administration



## qtr1/fy21

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**TIMOTEO MARTINEZ**

Electric Linemen  
Electric Distribution Division



## qtr4/fy20

---

**WAYNE VALDEZ**

Electric Linemen  
Electric Distribution Division



## qtr3/ y20

---

**HEATHER GARCIA**

Business Operations Manager  
Finance and Administration



**SAFETY EMPLOYEE OF QUARTER 4, FISCAL YEAR 2021:** Justin Lujan, Senior Pipe Fitter for the Gas, Water & Sewer Division is the safety employee of the quarter. For more than a year Justin has been responsible for the installation of anodes in steel distribution systems in both Los Alamos and White Rock. Anodes are a means of providing cathodic protection to prolong the life of pipelines by mitigating the corrosion process of steel. Thanks to Justin's efforts, more than 90 percent of the Department's steel distribution system meets the minimum standards and leaks are well below the national average of leaks per mile. The pipelines look like they were installed yesterday, even though some areas of town have pipes older than 60 years. More importantly, Justin has reduced the threat of dangerous leaks, keeping us all safe and saving the Department money.



**STEPHEN MAREZ**  
**ELECTRICAL ENGINEERING MGR**



#### **Electric Linemen**

To minimize the inconvenience to customers, electric linemen scheduled an outage after 10 p.m. to upgrade the distribution system that services the Western Area.



# ELECTRIC DISTRIBUTION DIVISION UPDATE

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During quarter 4, punch list items were completed by the DPU electric crews on the New Mexico Department of Transportation project to rehabilitate NM 502 and construct a round-about.

Electric engineering staff worked with customers at the Gold Street Apartments to install electric master meters on all buildings. Staff also coordinated with the apartment owner to add a 25-kilowatt photovoltaic system at the complex.

DPU's pole testing contractor is progressing through the county's electric distribution grid and the transmissions lines at Abiquiu and El Vado hydroelectric facilities. Specifically they are testing wooden poles for integrity and strength. Preventative maintenance occurs immediately on all comprised poles. This includes reinforcing poles with braces and, if appropriate, adding fumigates to stop internal decay. Work will conclude the first quarter of FY 2022.

Crews with the Utility Meter Solutions (UMS) finished installing residential electric smart meters, as part of the Advanced Metering Infrastructure project. Remaining residential meters are those that have been stuccoed into the home and can't be removed or are located behind locked gates and coordination was not able to occur.

The delivery of commercial electric smart meters are slowly trickling in. Upon receipt, the Department's electric

linemen test and install the new meters for commercial customers.

Development is underway for upper Confianza Street, which is phase two of the Mirador subdivision in White Rock. Electric line crews continue to install conductors, transformers, and meters to service the new subdivision.

To prepare for a potentially dry and windy summer season, the Department has prioritized trees for its contractor that need to be removed or cleared away from power lines. Trees in the canyons and the ski hill remain a focus in quarter 4, ahead of the monsoon growth. Long stretches of trees were also cleared from under power lines in White Rock and Barranca Mesa.

The Los Alamos Substation Switchgear project is delayed due to the Los Alamos National Laboratory site construction issues. The anticipated date for completion is now spring of 2022. When completed, the townsite will have a second substation and eight new power lines with which to distribute power. The project is important to ensure reliable power to Los Alamos County.

Engineering staff is designing FY22 capital improvement projects as defined in the last condition assessment. The supply chain for all materials is strained. Products that typically arrived in four weeks are now taking 20 weeks. Engineering is working with Procurement

to order materials in advance to prevent material shortages. The high number of projects within the county is putting a strain on supplies needed for maintenance and repair.

Electric engineering continued to support work on designs and specifications for several projects:

- DP Road Phase 2 – Full utility replacement – In Design
- Starbucks on Trinity- Design Finalized
- The Marriott Hotel and Convention Center- Design Finalized
- The White Rock Sewer Plant- 100% design complete Construction Begins in Q1 FY22
- The White Rock Effluent water booster station- Begins in Q4
- The Canyon Rim Trail Underpass Project- Construction underway
- The Hills Apartments- Design Finalized
- Arkansas Place Apartments– In Construction
- Canyon Walk Apartments– In Construction
- Canyon Walk Apartment Off Site Development– In Construction
- The Bluffs Apartments- In Design
- El Vado Hydro Electric Transformer Project- Design and specifications Finalized
- Century Bank – In Construction
- Pet Pangaea- In Design
- Aquatic Center Leisure Lagoon- In Construction

## System Average Interruption Duration Index

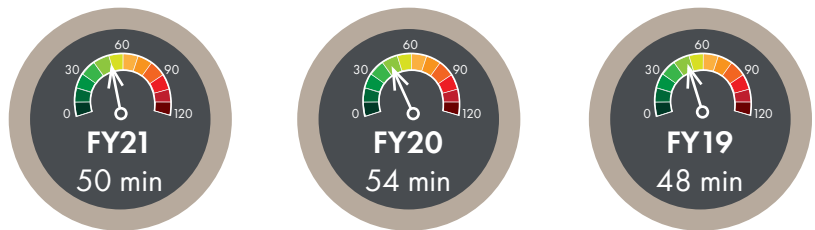
As a reliability indicator, DPU measures its System Average Interruption Duration Index (SAIDI). This is a formula to determine the annual average time that a DPU customer could expect to be without power. According to the Energy Information Administration (EIA), the mean SAIDI in 2019 was 132 minutes without major events and 267 minutes with major events for 809 utilities across the nation (excluding U.S. territories). This information is available on the EIA website - <https://www.eia.gov/electricity/data/eia861/>

DPU set a goal in 2008 to reduce its SAIDI to below 60 minutes (including major events). At the end of quarter 4, FY2021 DPU's SAIDI dropped to 50 minutes which includes major events. This is below the DPU 60-minute goal and well below the 2019 National mean SAIDI of 267 minutes.

## QUARTER FOUR

### QUARTER FOUR DPU RESULTS

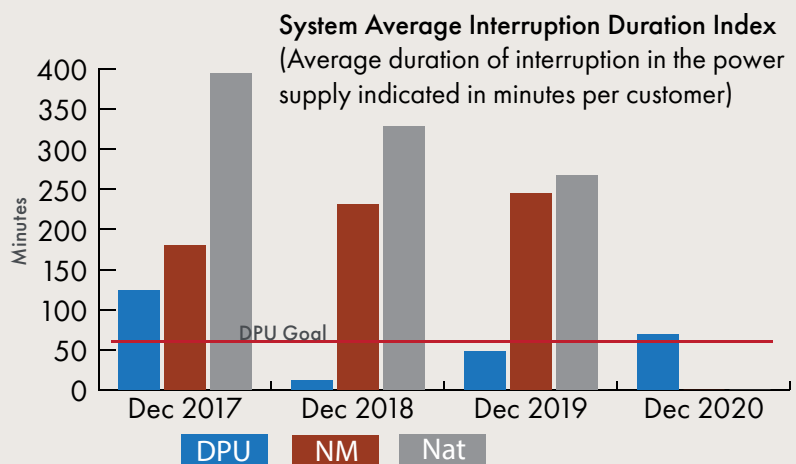
As of June 30, DPU's rolling 12-month SAIDI results for quarter 4 were 50 minutes in FY 2021; 54 minutes in FY 2020; and 48 minutes in FY 2019.



### CALENDAR YEAR RESULTS /Comparisons

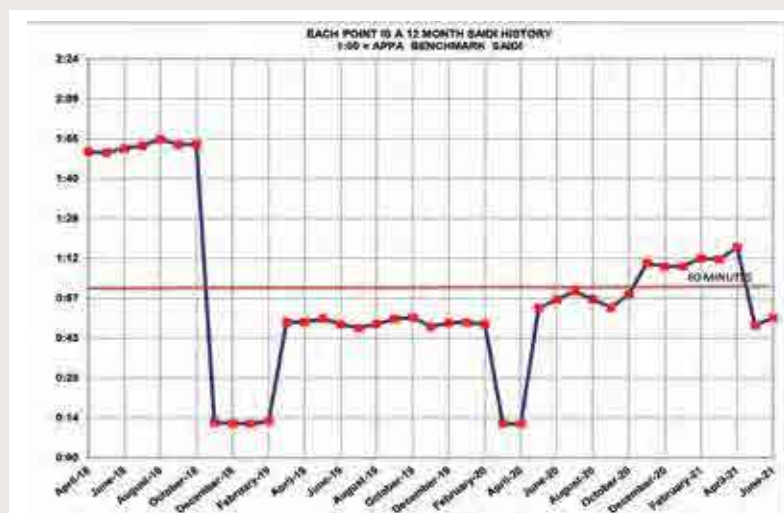
Reliability reports issued by the Energy Information Administration\* demonstrate that DPU's SAIDI is lower than the average of combined New Mexico utilities (includes New Mexico cooperatives, investor- and municipal-owned utilities) and lower than the average of combined U.S. utilities. *Note that the EIA will release Dec. 2020 SAIDI data in Oct. 2021.*

\*EIA website - <https://www.eia.gov/electricity/data/eia861/>



### DPU SAIDI /2018 - Present

DPU records its SAIDI each month (the rolling 12 month average), and includes major events. In November 2017 DPU experienced a major event when the incoming transmission line from Los Alamos National Laboratory was lost and the townsit lost power, negatively impacting DPU's SAIDI. This event carried over for 12 months until November 2018.



## Distributed Generation

Unlike conventional power generating stations that are centralized and require transmission lines, distributed generation resources are decentralized and close to the load, such as rooftop solar systems. In addition to the utility-scale solar array on the landfill, Los Alamos has several commercial and residential customers who have opted to install small solar or photovoltaic distributed generation systems.

### Total Distributed Generation

As of the end of quarter 4, distributed generation resources total 2,897 kilowatts connected to the distribution grid.

- Residential systems total 1,246 kilowatts, and
- Commercial systems total 1,651 kilowatts.

### New Distributed Generation

1,382 kilowatts of distributed generation were added to DPU's electric distribution grid during quarter 4.

### Pending Distributed Generation

Currently customers are in the process of adding another 295 kilowatts of distributed generation to DPU's electric grid.

## CARBON-NEUTRAL ELECTRICAL ENERGY PROVIDER

On January 20, 2016, the Board of Public Utilities adopted the following: The Department of Public Utilities will be a carbon-neutral electrical energy provider when the electricity distributed to Los Alamos County consumers is generated or purchased from sources that in their normal operation cause no net release of carbon dioxide to the atmosphere.

1. "Los Alamos County customers" means those customers scheduled in the Los Alamos County Code of Ordinances Section 40-121; this does not include DOE/LANL.
2. "No net release of carbon dioxide" means that purchases or generation of carbon-based electrical energy, necessary when carbon-free supplies are not practically available to supply Los Alamos County consumers, will be fully offset from previous sales of surplus carbon-free electricity to other entities.



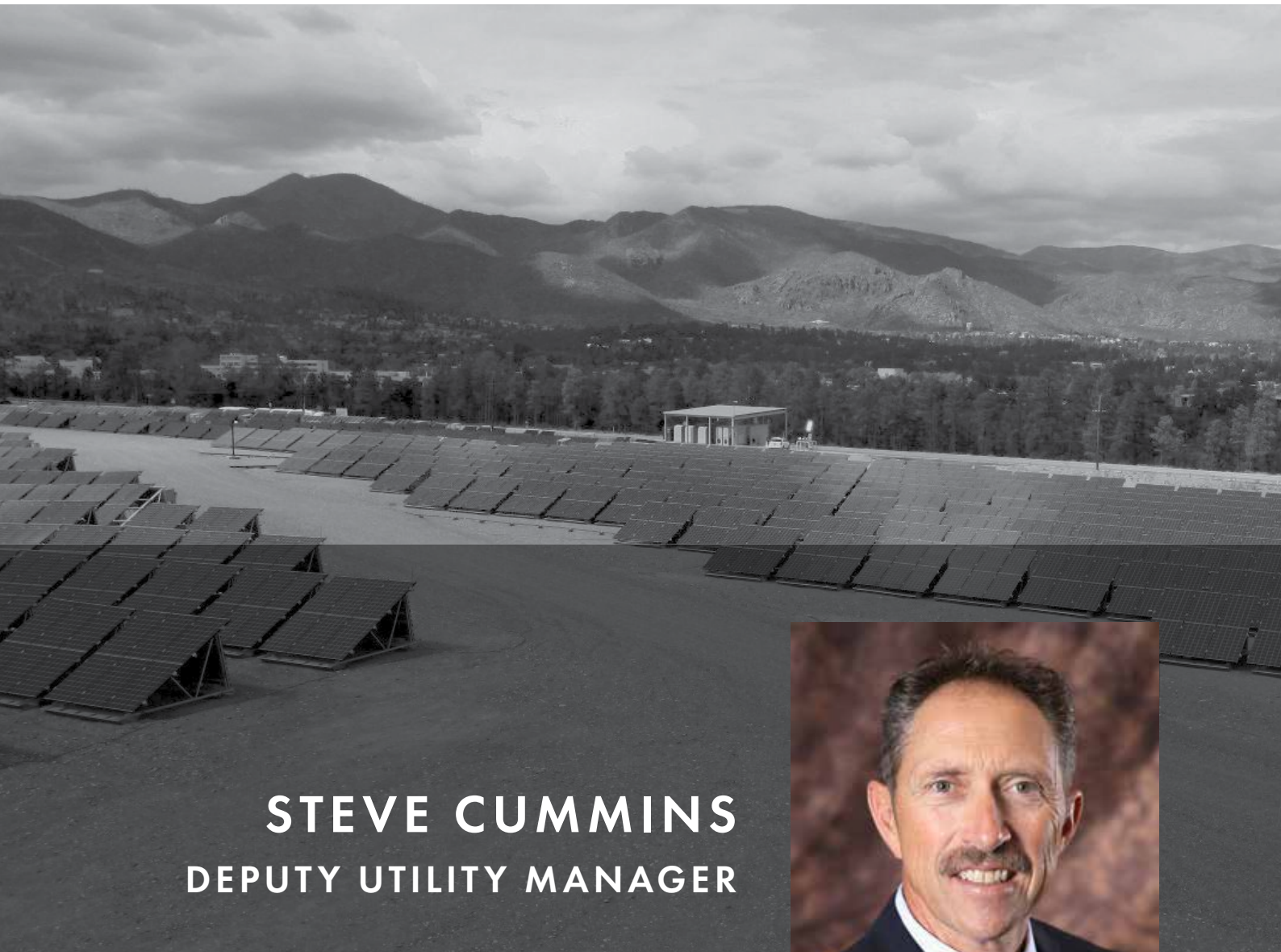
**3.2 MW**  
Total DG

**2.9 MW**  
Metered  
DG

**1.2 MW**  
Residential

**1.7 MW**  
Commercial

**295 kW**  
Pending DG



## STEVE CUMMINS

### DEPUTY UTILITY MANAGER



#### **Photovoltaic (Solar) Array on the Landfill**

One megawatt solar array on the landfill. This past quarter 400 kilowatts were returned to service after an inverter failed.



# ELECTRIC PRODUCTION DIVISION UPDATE

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## San Juan Generating Station (SJGS)

DPU staff continues to work with the other SJGS owners on the potential shut down of the Station on June 30, 2022. The station may remain open past the expiration date if the City of Farmington and Enchant Energy are successful in pursuing a project which would convert the facility to capture carbon. DPU notified all parties that it will exit the facility in 2022 as planned, but it will work with the other parties to iron out any contractual details related to future plant closure obligations.

Last July, the City of Farmington presented an update on the carbon sequestration project. The front-end engineering and design study is delayed until later this year. Enchant is withdrawing its early access agreement request and adjusted its schedule to reflect construction upon ownership transfer. If the project is realized, the commercial operation date would be in December 2024 with full carbon capture operations achieved by June 30, 2025. The parties agreed to draft a term sheet with a break-up fee to recognize the efforts of negotiating with the City of Farmington and Enchant Energy while also pursuing a parallel path for the final decommissioning study in the event both parties cannot reach an equitable agreement.

## Hydroelectric Facilities

Staff continues to perform recurring maintenance as scheduled and support

the planned capital projects. DPU employees issued a request for bids to purchase and install the equipment to replace the El Vado transformer. No bids were received. Our consultant sought feedback from a potential bidder as to why it chose not to respond. The contractor reported that a large transformer requires a significant deposit upon ordering. With the lead time upwards of a year, bidders were not willing to front the deposit. Based on this information, DPU staff will work with County Procurement to purchase a transformer. A modified request for bids will then be issued that specifies the contractor install the transformer supplied by the County. The new schedule will coincide with the dam face repair work by the Bureau of Reclamation in the fall/spring of 2022/23.

Painting of rails, equipment and appurtenances at the Abiquiu facility is complete. The painting contractor is now working at the El Vado plant. DPU's hydroelectric plant staff continue to work with each other to adequately man the two plants during COVID.

## One-megawatt Solar Array/Landfill

An inverter failed at the one-megawatt solar array on the Los Alamos landfill, taking 400 kilowatts off-line. Staff received one bid and the agreement was approved at the April Board meeting. The 400 kW of PV panels were returned to service this quarter.

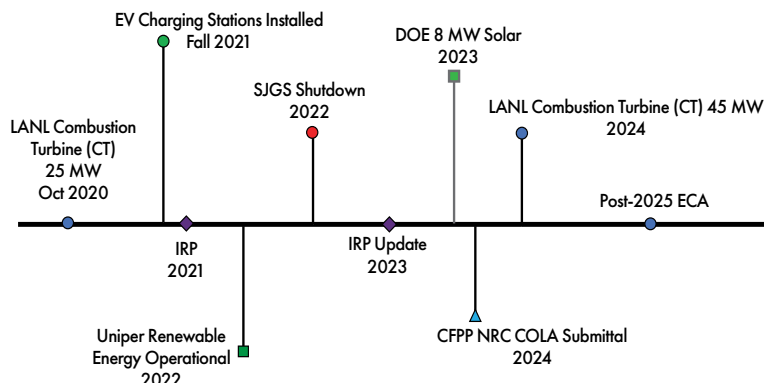
The County's Procurement staff are acquiring an appraisal of DPU's sodium-sulfur and lead acid Battery Energy Storage System (BESS) located off of East Jemez Road. Once obtained, a request for proposals will be issued to decommission the BESS in total or in parts depending on the labor cost, disposal costs and salvage values offered for the various pieces of equipment. Procurement will reach out to the four original offerors who had submitted proposals prior to DPU terminating the initial process after it was discovered that an appraisal of the BESS was required first.

## Energy Imbalance Market (EIM)

The Public Service Company of New Mexico (PNM) went live operating in the California Independent System Operator Energy Imbalance Market (EIM) on April 1, 2021. Scheduling software was updated to push forecasted generation and load information to PNM. DPU staff issued recruitments four times to hire a new full-time employee to perform recurring EIM-related work. A qualified candidate responded to the last recruitment effort, but later rescinded the acceptance offer. Staff will reevaluate the other applicants for the position and select the best path forward. Until then, DPU staff is working diligently to stay apprised of the EIM and any impacts it may have on the operation. Current staff is meeting EIM obligations while working to fill the position, but at a reduced level of detail due to the additional workload.

# INITIATIVES FOR FUTURE ENERGY RESOURCES

The Future Energy Resources Committee (an ad hoc citizen committee) prepared a July 2015 report to recommend future energy generation resources for Los Alamos County to meet a goal to be a carbon neutral electric provider by 2040. The Board of Public Utilities adopted most of the recommendations in January and March 2016. DPU's plan to implement the BPU adopted policies are described here.



## Electric Vehicle (EV) charging stations

On September 18, 2020, DPU received a signed Project Agreement from the New Mexico Environment Department (NMED) formalizing two grants for electric vehicle charging stations. The grants provide \$63,800 for the construction and operation of one direct current fast charger at the White Rock Visitor Center parking lot and \$71,800 for the construction and operation of one direct current fast charger at the Los Alamos County Municipal Building parking lot. The Electric Production division has budgeted an additional \$150,000 for the installation of electric vehicle chargers; approximately \$50,000 for grant matching on the two fast chargers, and \$100,000 for the construction and operation of additional level-two chargers subject to Board and Council approval. The competitive procurement process for the materials and labor to install the charging stations was delayed for this quarter to help relieve Procurement's workload. Procurement is on track to advertise the EV charging station request for proposals on September 3, 2021.

## Carbon Free Power Project

Through DPU's membership with the Utah Associated Municipal Power Systems (UAMPS), DPU has been participating in the Carbon Free Power Project (CFPP) as a generation resource option. The CFPP is a planned 462 MW (gross electric capacity) nuclear generating station to be built in Idaho using small modular reactor (SMR) technology.

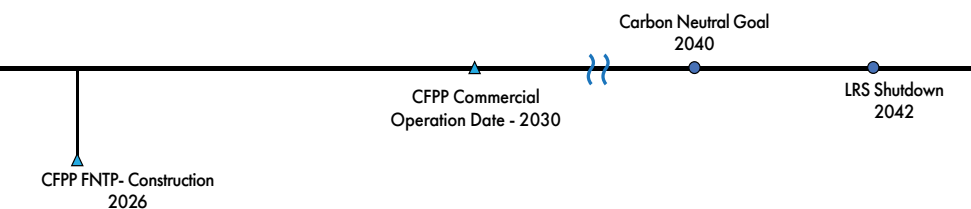
On July 27, 2021, the Council approved DPU's continued participation in the CFPP project through the remaining phase 1 of the combined operating license application licensing period, scheduled for September 2022, which is also the next off-ramp, with no additional cost beyond the previously committed \$1.26 million. The primary goal is to increase the subscription in the project from utilities outside of UAMPS who have expressed interest but have not signed a power sales contract. The projected levelized cost of electricity from the project was adjusted to \$58/MWh, which is achieved with full subscription. NuScale continues to work on a project cost estimates for a six-module

plant, with the goal of achieving a Levelized cost of Energy (LCOE) of \$58/MWh with full subscription of the CFPP. The first subscribers in the project will have an opportunity to increase their subscription prior to the remaining capacity being committed to other utilities.

## Utility-Scale Renewable Projects

In January 2020, the Board and Council approved a Power and Renewable Energy Credit Sales Agreement with Uniper Global Commodities North America, LLC. The Contract Quantity is a firm 15 megawatts Around the Clock (ATC) Power Purchase Agreement (PPA). It is a take-or-pay PPA for a 15-year term with no escalator. Under the agreement, renewable energy will be sourced from two power-generation facilities now under construction in New Mexico. Solar power will be supplied from a project in northwest San Juan County with wind power coming from a generation center in central New Mexico. LAC expects to begin taking power from this contract on January 1st 2022, just prior to LAC exiting the San Juan Generating Station in June 2022.





## FUTURE ENERGY TIMELINE

### Electric Coordination Agreement (ECA)

Staff continues to work with DOE-NNSA on a post 2025 ECA. Both parties are meeting monthly with the goal of having a tentative agreement by June 2023. Staff is supporting DOE-NNSA efforts on updating their Inter-agency Agreement with Western Area Power Administration (WAPA) that would allow DOE-NNSA the ability to contract through WAPA for Power Purchase Agreements for periods up to 40 years. This option will allow DOE-NNSA to secure power for LANL into the future. The first project under consideration in an 8 MW solar PV array to be constructed at LANL using a purchase power agreement for an expected 25-year term.

### Sandia & Kirtland Airforce Base (SK) merchant desk services

Staff continues to support SK in a post 2023 PPA to meet their combined power demands. These efforts are also requiring the updated IA between DOE-NNSA and WAPA. Kirtland Airforce Base is currently undergoing a study on how best to meet the power demands into the future for a Department of Defense (DOD)

Facility considering resilience while also moving towards more sustainable resources such as renewables. DPU staff is supporting this effort as their Merchant Desk Service provider

### Laramie River Station (LRS)

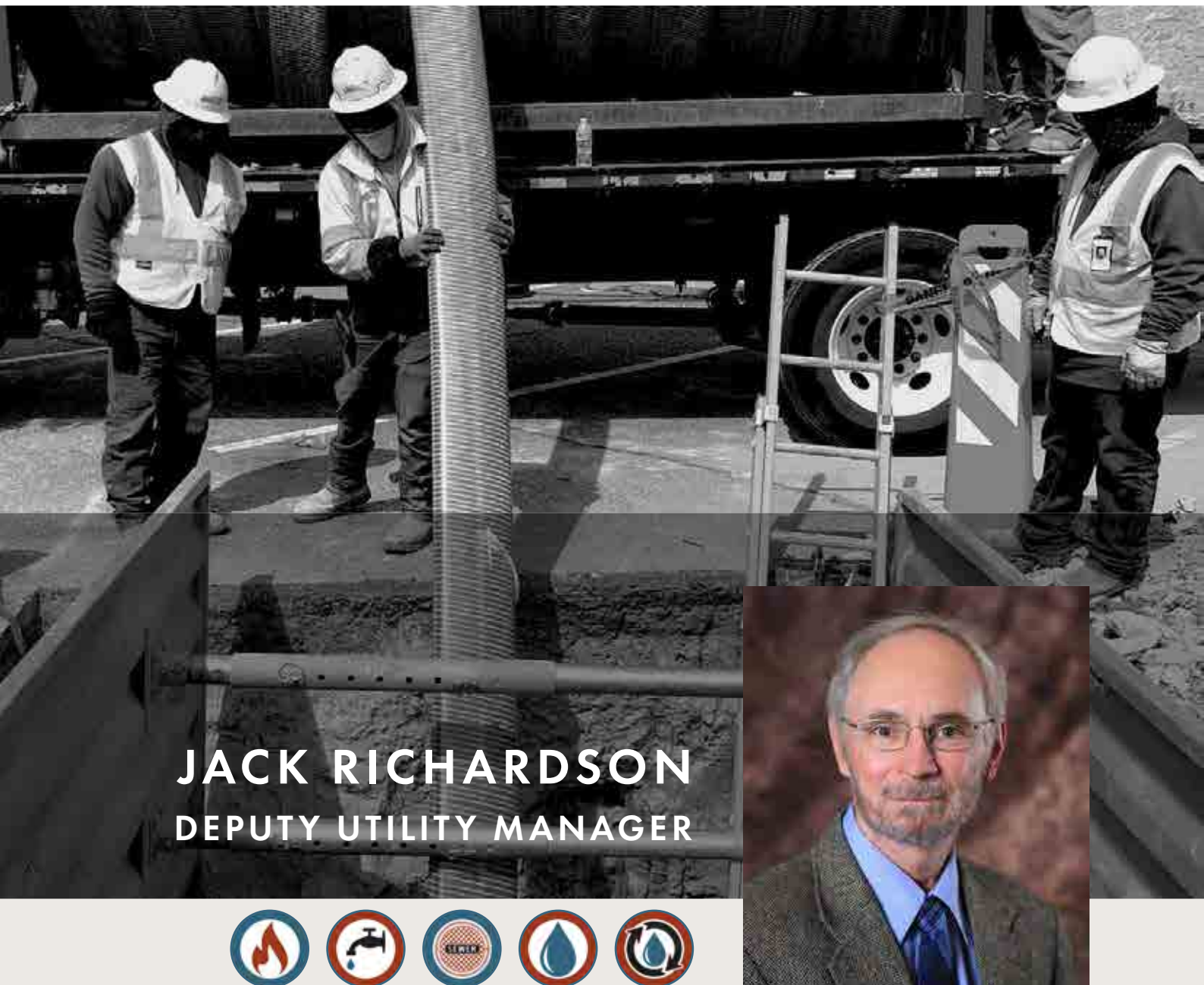
Staff continues to work on alternatives for exiting the LRS prior to the end of the Life-of-the-Plant PPA. With the County's exit from the San Juan Generating Station in June of 2022, the only remaining controllable resource is LRS. Real time operations need a controllable resource to adjust generation to match load after the scheduling window is closed. Since LRS is one of our cheapest resources, DPU has the potential to enter a power swap with a Power Marketer who is developing wind and solar resources in the region. The swap would be a firm power, unit contingent swap at no additional cost above what the County is currently paying. Staff will continue to explore options through the Integrated Resource Planning efforts for a controllable resource

### FER Timeline

The timeline (left) shows the strategic plan with several important dates which play a significant role in the decision making process to achieve the goal to be a carbon neutral electric energy provider by 2040 while sustaining the electric demands of the community.

It started with the development of an Integrated Resource Plan (IRP) in 2017, which provides the most economical options to achieve the goal based on the best information available at that time and the County's partnership through the Electric Coordination Agreement with DOE-NNSA.

Staff is planning on updating the 2017 IRP in 2021 to see if there are any changes in the recommended resource portfolios for achieving our 2040 carbon neutral goal. There are three future contract dates which provide an opportunity to shape our future power supply. First the expiration of the San Juan Project Participation Agreement and anticipated shut down of the San Juan Generating Station in 2022. Second, the County's expected exit from the coal-fired Laramie River Station, where the County signed a life of the plant (2042), power purchase agreement. Third, the expiration of the current Electric Coordination Agreement (ECA) between the County and DOE-NNSA LANL in 2025. Through the current agreement resources are pooled together to serve the combined load of the County and Los Alamos National Laboratory. Today LANL accounts for approximately 80% of the total electrical demand. An extension of the ECA along with the negotiated terms and conditions will have a significant impact in DPU's decision to add new or replacement generation resources to the mix to ensure we don't have an over or under supply of energy post 2025.



**JACK RICHARDSON**  
**DEPUTY UTILITY MANAGER**

**16-Inch water line insertion project on Pajarito Road.**

This project utilized a revolutionary new pipeline rehabilitation material using a thin Kevlar material encapsulated within a thin polyethylene inner and outer shell used to slip line the existing pipeline and was completed in April 2021.

# GAS, WATER & SEWER DIVISION UPDATE

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COVID restrictions for the Gas, Water and Sewer; Water Production, Wastewater and Meter Reading divisions were relaxed during this quarter. We assume they will stay relaxed unless the Delta variant surges locally. The quarterly condition assessment on the sewer system was presented to the Board of Public Utilities this quarter. The next quarterly condition assessment on the gas system is due in October (2nd Quarter FY 22).

Staff from the Gas, Water and Sewer Division are having a difficult time getting state certification testing accomplished. For months the reasons were associated with the pandemic restrictions, but now the reasons seem to be related to the transferring of testing procedures from the New Mexico Environment Department to the Department of Work Force Solutions (DWS). Staff has been delayed repeatedly due to a lack of testing availability and many are anxious to continue with their career advancement opportunities.

## Gas, Water, Sewer (GWS)

The new SCADA system contract for wastewater collection and natural gas has begun. The contractor has started development of HMI (Human Machine Interface) screens and background programming as well as acquisition of the necessary software licenses. Fairway sewer lift station field work for the SCADA prep was completed this quarter. Other priorities and

circumstances within GWS have kept the full crew busier than projected and have delayed the completion of the additional sewer lift station field work needed for the SCADA prep. Gas system SCADA prep work design in the Engineering Division continues and construction bidding is scheduled in the near future.

The sewer crew continues daily visits to two small volume sewer lift stations due to faulty control systems. Two other sewer lift stations with faulty control systems continue to run on temporary emergency control systems. The plan is to have all sewer lift stations up and running with new control systems, and SCADA monitoring within the next three months.

Water breaks were frequent this quarter for a variety of reasons. Pipeline breaks were normal and caused by the usual reasons of hot/cold ground movement and pressure surges. A new development in water system breaks is now occurring because water isolation (gate) valves installed around the 2004 time frame are starting to fail prematurely. Typically a water system valve would have an estimated useful life of 40 (plus) years. These valves are failing at near 20 years in the ground. Fasteners (bolts & nuts) that hold the valves together are rusting away and the valves are basically breaking into two pieces. The cause is probably a combination of ground soil type and salt laden water intrusion into the water

pipeline trench. DPU staff is developing a project to hire an outside contractor to investigate all valves and locate and replace leaking valves before they break and cause major water losses. DPU is also modifying its standard procedures for water valve installation to coat all newly installed valve fasteners (nuts & bolts) with a corrosion protective material used on steel gas lines to prevent, or slow down, corrosion.

The in-house cathodic protection project in White Rock to replace anodes to prevent steel pipelines from corroding, was completed this quarter. The DPU On Call Miscellaneous Projects bid documents were finalized this quarter and the bids were let out on the street. By the next quarter the DPU should have up to three firms to select from within a DPU controlled on call contract.

A combined DPU/Public Works project in the Alamo/Capulin area off San Ildefonso Drive on North Mesa started this quarter: water and gas system replacement is occurring for the DPU portion of the project. The new vault for the fairway sewer lift station was completed this quarter. Completed this quarter was the piping portion of the capital improvement plan project to add a pressure regulating valve station in Barranca Mesa. This project is in preparation to repaint the Barranca Mesa Tank No. 2. The surface improvements for a new vault top and access lid will be completed next

quarter.

The GWS crew said goodbye to long-time crew members. Steve Harshman and Loren Freyer retired and Esequiel Garcia was recruited away from us by the Los Alamos National Laboratory. Congratulations to Ricardo Lambert on moving from limited-term to full-time employee status to replace Esequiel. Steve's replacement is pending.

### Water Production

Management continues to coordinate with DOE/LANL staff on the revisions to the ownership and operation and maintenance responsibility determinations for DPL pipelines in DOE property. Progress is being made and a conclusion of this effort is expected within the next few quarters.

The waterline repair project along Pajarito Road on Department of Energy land near the Diamond Drive intersection was completed this quarter. Slipped into the existing pipeline, the revolutionary pipeline rehabilitation sleeve utilizes a thin Kevlar material encapsulated within a thin polyethylene inner and outer shell.

Installed and successfully tested this quarter was the new cooling system for Pajarito Well No. 4. The well is up and running basically full time and is performing very well in terms of the amount of water pumped into the system during the high water demand season.

The project to design the new Otowi Well No. 2 pump equipment and housing was bid and awarded this quarter. The State funding / loan agency has agreed to increase the Department's loan amount for this project since the bid cost came in significantly above the engineer's estimate. This is due to the pandemic which affected supply chain

and construction cost issues throughout the country. Bids for the Tsankawi chlorination building and partial NM State Road 4 pipeline replacement project have been received and will be awarded next quarter.

Construction of the Overlook Park Booster Station for the non-potable water system was started this quarter. The expected increased construction bid cost was accepted by the State funding / loan agency with an increased loan amount approved. The non-potable system Bayo Booster Station Tank No. 2 project bid documents are complete but the bidding is being held until next quarter to verify funding availability in the water system fund. Design is nearing completion with bidding and award scheduled for next quarter. A project at Pajarito Booster Station No. 2 was initiated this quarter. It will replace the failing pipeline and water meter serving the chlorination injection system with a new pipeline, meter and injection equipment inside a new vault.

### Wastewater Treatment

The New Mexico Environmental Department issued a finding of no significant impact on the White Rock replacement wastewater treatment plant, clearing the environmental process for the project. The plans and specifications were finalized with minor additions this quarter. Bidding documents were completed and a bid date is set for next quarter. Coordination with the funding / loan agency is ongoing with contingencies in place should COVID-related cost spikes affect the expected construction costs. Staff is also working with the BPU and County Council for possible special bid award meetings to decrease the time between bid opening and bid awarding to minimize costs.

The Bohannon Huston/DPU team began designs to add tertiary filtration equipment to the Los Alamos wastewater treatment plant to upgrade the effluent classification from 1B to 1A. This effluent quality upgrade will enable the non-potable system to expand along the Diamond Drive corridor once the land purchase from U.S. Forest Service to the County is completed and the Group 12 non-potable storage site is expanded.

A small project to regrade portions of the compost facility was completed this quarter. This project sets the stage for a less costly expansion project scheduled for design next quarter. A second small regrading project was initiated to allow operators to dispose of excessive "overs" (larger sized green waste material used in the composting process) on the banks of the fill slopes. Disposal of this material in these locations enables staff to improve the aesthetics of the compost facility by providing better vegetative cover of the fill slopes around the perimeter of the compost facility.

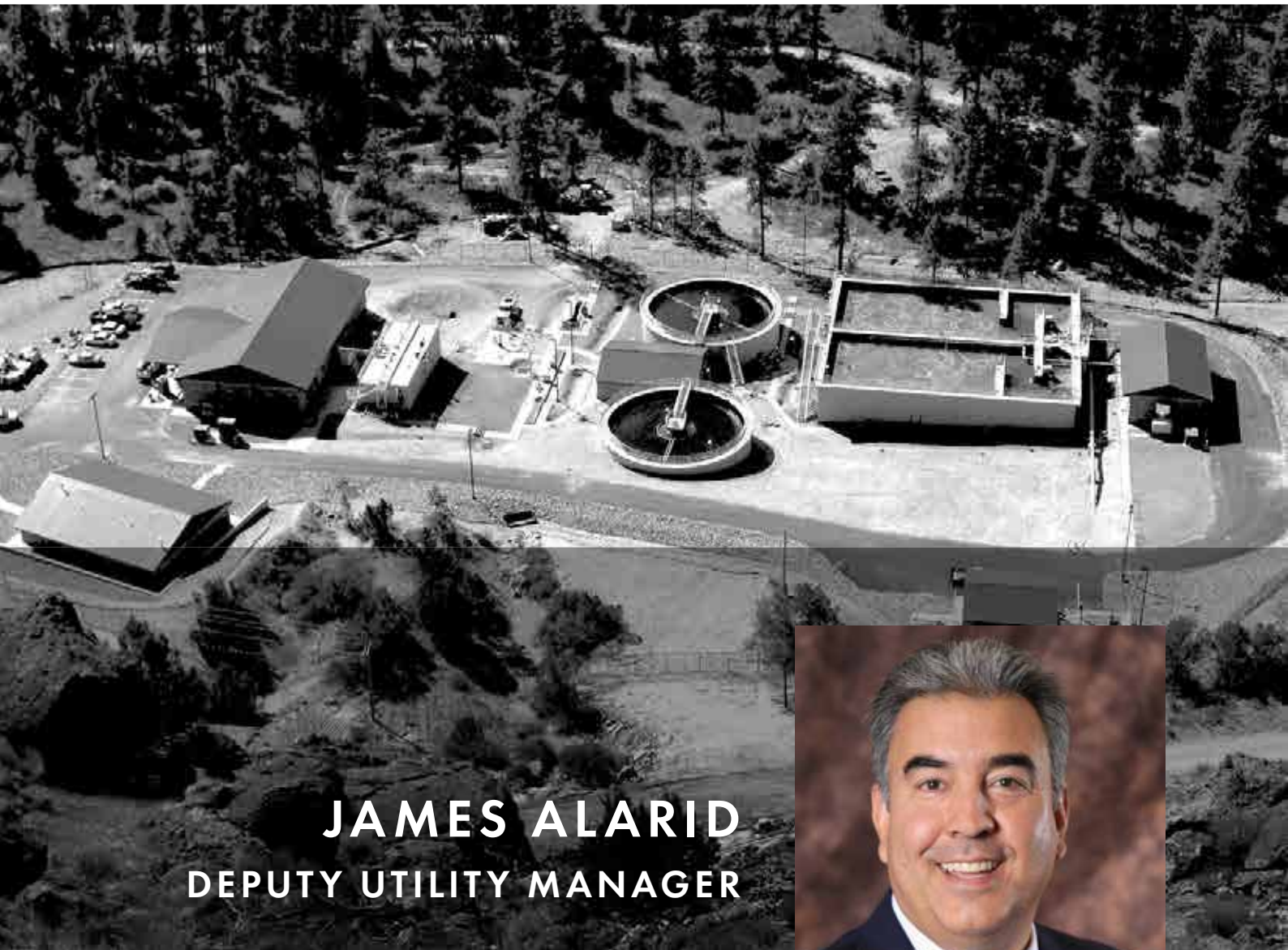
### Meter Reading

The AMI project continued this quarter. Work to attach communication modules to water meters are essentially complete. Attaching modules to the gas meters has resulted in some problems for which solutions are being discussed and implemented with Ferguson. The large size commercial water meters that were recently ordered are being delivered and will be replaced in the field as scheduling allows. A good portion of the GWS crew is quite busy on this project. Hundreds of gas and water meters need to be replaced before AMI modules can be attached and the project is considered fully implemented.





Wastewater treatment plant sludge composting



**JAMES ALARID**  
**DEPUTY UTILITY MANAGER**



#### **Los Alamos Wastewater Treatment Plant**

The Bohannon Huston/DPU team began designs to add tertiary filtration equipment to the Los Alamos wastewater treatment plant to upgrade the effluent classification from 1B to 1A.



# ENGINEERING DIVISION UPDATE

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There are several projects under construction this summer. Replacement of the gas and water distribution systems as part of the North Mesa Road and Utility Replacement project is progressing well. All water and gas mains and services beneath the new paving will be replaced. Work on two cul-de-sacs in the project footprint are completed and work in Alamo and Capulin roads is on schedule to be completed by the end of September.

Construction of the new Overlook Booster Station in White Rock is on schedule. The contractor completed all the underground piping and building foundations. Next, he will construct the building walls. Remaining work includes completion of the building, installation of the electric gear and the final site work. The new booster station will be ready to commission this October.

In preparation for the new Otowi Well #2, DPU is constructing a new Tsankawi chlorination building and installing a new 16-inch waterline along NM-4. Scheduled to kick-off by mid-August, the project replaces a section of waterline that has experienced numerous leaks and replaces an undersized and aged chlorination system. The new chlorination equipment will be housed in a new building and will adequately disinfect the increased flows from the new well.

The pump house and equipment for Otowi Wells #2 were awarded. Project permitting and submittal review are ongoing, with onsite work set to start in the upcoming month. This project is in the last phase of construction and will place the new well into operation in the Spring of 2022.

A consultant with water production electric gear expertise was retained to evaluate the

needs of our 27 wells and booster stations. Inherited from the DOE/NNSA, the facilities have no literature nor maintenance records for staff to reference when electric equipment fails. With the consultant's assistance, an effective capital improvement program will be developed for these facilities. Field investigation is complete, and a final report to identify deficiencies and prioritize needs is underway. DPU will apply for a Drinking Water State Revolving Loan to complete \$2.7 million of the highest priority improvements identified by the evaluation.

Bids were received for the Bayo Booster Station Non-Potable Water Tank. The bids were extremely high and the project was not awarded. DPU has coordinated with the New Mexico Finance Authority who administers the loan/grant agreement associated with this project to build the project in two phases. Phase I is currently being redesigned as a reduced scope of work which will be within the existing budget. We will apply for phase II of the project from the Water Trust Board in 2022.

Painting is underway at the Abiquiu and El Vado hydroelectric plants. To provide protection to the facilities for decades, crews are painting the roof decks, cranes, exterior hatches, doors, and interior floors. Work at the Abiquiu plant is nearly complete and then the contractor will move to the El Vado plant.

Bids were advertised to furnish and install a new transformer at the El Vado hydroelectric plant. No bids were received. We will proceed to procure the transformer directly from the manufacturer and procure the service of a commercial electrical contractor to install the transformer when received. Due to supply chain disruptions caused by the

Pandemic, the expected time to manufacture and deliver the transformer is more than a year. This is double the delivery time from before the public health emergency.

We were awarded a grant/loan from the Water Trust Board for the installation of a filtration system at the Los Alamos wastewater treatment plant. The filtration system will improve the effluent water quality to Class 1A, which is the cleanest achievable. This will allow effluent use to be expanded to more populated areas. Our on-call engineering firm is completing the design of the new filtration system with an expected completion date in the spring and summer of 2022.

Our engineering team is in the process of designing improvements to the gas border stations in Los Alamos and White Rock. Metering, pressure relief valves and supervisory controls and data acquisition systems will be installed at each border station to provide remote monitoring and protection of the gas distribution systems. The project will be bid in September 2021 and constructed in the upcoming winter and spring.

Design work to modify and upgrade piping in the vicinity of several water production tanks is moving forward. The modifications will improve reliability, efficiency, eliminate leaks, support chlorination systems, and replace nonfunctional valves.

The White Rock wastewater treatment plant design is complete and is approved by the NM Environment Department Construction Programs Bureau. We will advertise for bids in August 2021. Construction is anticipated to take 18 months with a new plant in service by the summer of 2023.

# CAPITAL IMPROVEMENT PLANS FY2021

		PLANNING DESIGN			CONSTRUCTION		
		QTR 1			QTR 2		
		07/20	08/20	09/20	10/20	11/20	12/20
		01/21	02/21	03/21	04/21	05/21	06/21
BUDGETED							
<b>ELECTRIC PRODUCTION</b>							
Replace El Vado Transformer	\$800,000						
Replace Abiquiu Office	400,000						
Evaluate El Vado Penstock	150,000	DEFERRED					
Redesign & Install El Vado Shaft Seal	100,000						
	150,000	DEFERRED					
<b>ELECTRIC DISTRIBUTION</b>							
Replace Switches w/New Conductors	\$750,000						
Replace Primary Conductors	200,000						
Construct Maintenance Bldg (cost shared)	200,000	DEFERRED					
Remove Open Secondary	50,000						
	300,000						
<b>NATURAL GAS DISTRIBUTION</b>							
Construct Maintenance Bldg: cost shared (deferred)	\$350,000	DEFERRED					
Improve Gas Border Stations	50,000						
	300,000						
<b>WATER PRODUCTION</b>							
Develop Risk/Emergency Response Plan	\$9,656,926						
Install Camp May Waterline (LAC/ 3rd Party)	120,000						
Const. Otowi 2 Well House/Rep. Otowi 4 MCC	4,000,000						
Construct Maintenance Bldg: cost shared (deferred)	1,900,000	DEFERRED					
Upgrade Tank Piping	50,000						
Install New Non-Potable Water Tank	300,000						
Stabilize Los Alamos Reservoir Road	1,080,000						
	2,206,926	DEFERRED					
<b>WATER DISTRIBUTION</b>							
Construct Maintenance Bldg: cost shared (deferred)	\$150,000	DEFERRED					
Replace Barranca Mesa PRV Station	50,000						
	100,000						
<b>WASTEWATER</b>							
Construct Maintenance Bldg: cost shared (deferred)	\$14,850,856	DEFERRED					
Replace White Rock Wastewater Treatment Plant	50,000						
	14,800,856						



### Replace El Vado Transformer

*(Funded through: Electric Production)*

**Scope:** Replace the transformer at the El Vado hydroelectric plant.

**Budget:** \$400,000

**Schedule:** Purchase transformer October 2021.



### Replace Abiquiu Office

*(Funded through: Electric Production)*

**Scope:** Relocate and replace the office at the Abiquiu hydroelectric plant away from the transformer for safety reasons.

**Budget:** \$150,000

**Schedule:** Deferred to fiscal year 2022



### Evaluate El Vado Penstock

*(Funded through: Electric Production)*

**Scope:** Evaluate the penstock valve to coincide with and take advantage of the dam refurbishment work that is planned by the Bureau of Reclamation.

**Budget:** \$100,000

**Schedule:** Complete



### Redesign & Install El Vado Shaft Seal

*(Funded through: Electric Production)*

**Scope:** Redesign and install a new shaft seal at the El Vado hydroelectric plant with one that is self-lubricating.

**Budget:** \$150,000

**Schedule:** Deferred



### Replace Switches

*(Funded through: Electric Distribution)*

**Scope:** Replace aging switches with new conductors throughout Los Alamos County

**Budget:** \$200,000

**Schedule:** Year round



### Replace Primary Conductors

*(Funded through: Electric Distribution)*

**Scope:** Replace aging primary conductors throughout Los Alamos County.

**Budget:** \$200,000

**Schedule:** Year round



### Construct A Maintenance Bldg

(Funded: Elect. Dist., Water Prod. & GWS)

**Scope:** Construct a maintenance facility at the White Rock replacement wastewater treatment plant that can be used by field crews with electric distribution, gas, water & sewer, and water production.

**Budget:** \$250,000

**Schedule:** Deferred to fiscal year 2022



### Remove Open Secondary

(Funded through: Electric Distribution)

**Scope:** Remove open secondary

**Budget:** \$300,000

**Schedule:** Year Round



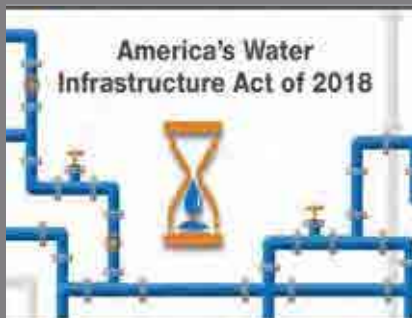
### Improve Gas Border Stations

(Funded through: Gas Distribution)

**Scope:** Improve natural gas border stations (two) with over pressure protection, metering and SCADA functions. Will permit staff to monitor and trend the flows and pressures at these critical points in the system.

**Budget:** \$300,000

**Schedule:** Bid September 2021



### Prepare Risk & Resilience/ Emergency Response Plan

(Funded through: Water Production)

**Scope:** Prepare a risk and resilience assessment and an emergency response plan in accordance with the 2018 America's Water Infrastructure Act. Utilities must certify to the Environmental Protection Agency completion of each.

**Budget:** \$120,000

**Schedule:** Completed by August 2021



### Install Camp May Waterline

(Funded: Los Alamos Co. & Ski Hill Operator)

**Scope:** Install four booster stations and 23,000 feet of waterline along Camp May Road. The project will convey water from the existing potable water system in Los Alamos to the ski lodge, Camp May campground and provide a reliable water supply for regional fire protection.

**Budget:** \$2,000,000 (LA County)  
\$2,000,000 (Ski Hill Operator)

**Schedule:** Constructing pending environmental clearance





### Construct Otowi 2 Well House, Replace Motor Control Center for Otowi 4 Well

*(Funded through Water Production)*

**Scope:** Construct the well house, install pumps and associated equipment for Otowi Well 2. Replace the motor control center for Otowi Well 4 which is located in the same vicinity.

**Budget:** \$1,900,000

**Schedule:** Complete by May 2022



### Upgrade Tank Piping

*(Funded through: Water Production)*

**Scope:** Replace miscellaneous valves throughout the water production system. Work will be performed by in-house staff and supported by contractors as needed depending on the complexity of the work.

**Budget:** \$300,000

**Schedule:** Bid Fall 2021



### Install New Non-Potable Tank

*(Funded: Water Trust Board Loan/Grant and Water Production)*

**Scope:** Install a new one million-gallon effluent storage tank at the Bayo booster station adjacent to the composting operation. The new tank will capture effluent during peak times to expand non-potable water use.

**Budget:** \$1,080,000

*(\$360k Loan / \$540k Grant / \$180k Match)*

**Schedule:** Rebid September 2021



### Stabilize LA Reservoir Road

*(Funded: FEMA grant, Water Prod. & LAC)*

**Scope:** Stabilize the Los Alamos Reservoir road. Clear debris from the channel and reroute the channel back to its original path.

**Budget:** \$2,206,926

*(\$1.5M Grant / \$262,500 LAC / \$262,500 DPU)*

**Schedule:** FEMA reauthorized funds in 2020 - DPU is now pursuing a New Mexico River Stewardship grant.



### Replace the White Rock Wastewater Treatment Plant

*(Funded through: Wastewater Treatment)*

**Scope:** Construct a replacement wastewater treatment plant in White Rock to be operational by FY21.

**Budget:** \$14,800,856

**Schedule:** Bid August 2021

# SUSTAINABLE LOS ALAMOS UPDATE

## Reclaimed Wastewater

Reclaimed water use at 111 million gallons for fiscal year 2021 (July 31 through Jun 30, 2021) was higher than the previous two fiscal years. This treated water from the wastewater treatment plants in Los Alamos and White Rock is used to meet the county's demand to irrigate parks, ballfields and the golf course. With up coming capital projects to improve the quality of effluent at the Los Alamos plant, replace the White Rock plant and to expand and increase storage capacity, the Department expects to be able to provide more and better quality effluent to irrigate county and school turf areas.

## Water & Energy Conservation

DPU has been working to update the Energy and Water Conservation Plan in fiscal year 2021, now that the Board of Public Utilities has adopted new conservation goals.

DPU maintains a conservation plan for the following three reasons.

- As a public water supplier, the Office of the New Mexico State Engineer (OSE), Conservation Division requires a current water conservation plan be reviewed, approved and filed with their office. The OSE has published a guidance

document titled "New Mexico's Water Conservation Planning Guide for Public Water Suppliers." The guidance provides a template which must be adhered to for acceptance by the OSE. We will follow this template for both the water and energy components of the plan.

- As a requirement to receive the County's allocation of hydroelectric

plan that establishes DPU's demand management strategies, initiatives and measurements.

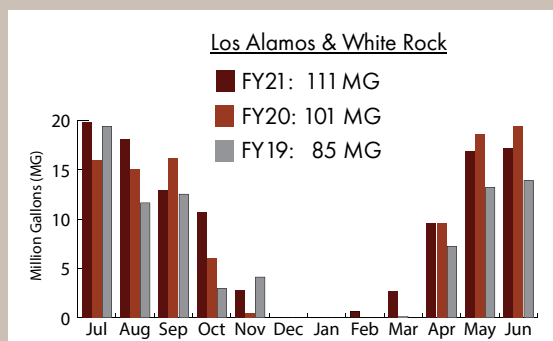
- The third component of the Water and Energy Conservation Plan is establishing conservation initiatives, policy, programs and measures that reflect the community's demographics, planning efforts, residential and commercial sector and stakeholder interests. In 2015, DPU assembled an advisory group of community stakeholders which is typical in preparation of conservation plans. Gathering community input and recommendations ensure that there will be community buy-in and support.

In fiscal year 2020 a volunteer citizen committee at the request of the Board of Public Utilities, prepared a report and presented it at the July 2020 BPU meeting. The citizen committee

recommended several initiatives that could be implemented to conserve water and energy in Los Alamos:

- Educating customers on a variety of topics including tracking usage, changing habits, etc.
- Customizing bills to compare usage with neighborhoods and the community at large,

## Gallons of Reclaimed Wastewater Used to Irrigate County Turf



power from Glenn Canyon Dam, the Western Area Power Administration (WAPA) mandates members issue annual progress reports. The reports summarize the year's initiatives and progress in managing the electric demand and supply effectively and efficiently. This includes an energy conservation





- Researching grants for conservation programs,
- Partnering with the public schools and the environmental services department,
- Developing ordinances that would restructure rates
- Working with other county departments to encourage building code changes, etc.

Based on these recommendations, board members adopted new or modified environmental goals at the October 21, 2020 meeting to be incorporated into the updated DPU energy and water conservation plan.

DPU employees were also asked by the BPU to survey the community on

the overall sentiment of the adopted environmental goals. This was conducted by Triton Polling in December 2020. Results are as follows:

- 76.9% support and 11% oppose DPU's goal to be a carbon neutral electric provider by 2040.
- 87.4% support and 7.7% oppose DPU's goal to increase local solar (such as roof top solar panels) from two to six megawatts by 2040.
- 44.7% support and 32.1% oppose DPU's goal to reduce today's drinking water use by 12 percent by 2030.
- 68.8% support and 21.1% oppose DPU's goal to reduce today's natural gas use by five percent by 2030.

- 54% support and 33.7% oppose DPU's goal to eliminate natural gas usage by 2070 (requiring all energy use be from carbon neutral electricity).
- 81.8% support and 8.8% oppose DPU's goal to improve the reclaimed wastewater that is used to irrigate county and school turf so that it is the highest quality possible for unrestricted urban uses.



**Los Alamos County Municipal Building**

Suite 130 is where the DPU administrative offices and Customer Care Center are located.

# FINANCE AND ADMINISTRATION

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## Electric Operations

In a continuation of what has been seen in the past several years, electric sales were below budget the entirety of FY21, both for retail customers and for sales to DOE. Retail sales were 12.37 percent below the budgeted 122,430,000 kWh and sales to DOE were 32.67 percent below the budgeted 609,518,000 kWh. Overall kWh sales for all customers were 29.27 percent below budget.

In electric distribution, the fourth quarter closed with year-to-date net operating revenues of \$983,050. Due to an increase in demand in the southwest region, power costs spiked in August of 2020 and February of 2021, and LAC cost of power for the fiscal year was \$70.690, compared to a budget projection of \$47.997. This higher than projected cost of power was offset by the allocation of admin charges and several maintenance categories being significantly lower than anticipated. Increases in costs for power have continued through June of 2021 into FY22 but have been planned for. It is expected these maintenance programs will ramp up in FY22, but with COVID concerns it may be difficult to schedule crews to meet all maintenance goals. Capital expenditures totaled

\$852,479, which is 23.84 percent of the \$3,575,730 revised budget for FY21.

The first three quarters of FY21 yielded total net income of \$130,571 for electric distribution. Net income of \$1,692,890 was budgeted for the year, which includes the profit transfer.



ENTRANCE TO THE MUNICIPAL BUILDING, HOME TO THE DPU ADMINISTRATIVE OFFICES AND THE CUSTOMER CARE CENTER.

Budget adjustments and carryovers totaling \$3,808,002 yield a net loss budgeted at (\$2,115,112), which would be funded through revenues earned in the budget year those expenditures were first budgeted. As the department moves forward with planned maintenance activities and capital projects, we should see the early

net revenue dissipate over the year to match budget projections more closely.

## Gas Operations

Due to continuing cool temperatures, gas sales in the last three quarters of FY21 were higher than budgeted, reversing the first quarter's result, and yielding year to date gas sales at 9.59 percent over budget, with total sales of 8,383,838 therms. Net cash flow from operations in the fourth quarter was a positive \$230,761, reversing the first three quarters negative total operating cash flow and yielding year to date operating cash flow of negative \$152,523. In February there was a short-term regional gas supply shortage due to a polar vortex weather event, and for a period of several days market cost of gas was extremely high. While we purchase most of our gas (approximately 80%) at month end prices through the New Mexico Energy Acquisition Authority (NMMEA), we did have limited exposure to those market prices for a few days. The total additional gas cost of approximately \$1.3M is covered by a budget adjustment approved in March, but because the "pass through" rate for gas has an upper cap of \$0.99/therm, that additional gas cost took two months to recover through the rate. The "pass through" rate returned to normal for customers in June of 2021.

For the full fiscal year, gas operations' budgeted operating cash flow was originally \$236,728, and the budgeted transfer to the general fund is \$201,959. There are \$350,000 capital expenditures budgeted in FY21. After the budget adjustment for gas purchases discussed above totaling \$2,500,000, and 3,074,786 in other budget adjustments and carryovers, mostly related to the gas portion of the AMI project and other encumbrances, a negative net cash flow of (\$5,890,017) is budgeted. The additional cost of gas was recovered through the pass-through rate mechanism over April and May of 2021. The remainder of that negative cash flow is funded from existing fund balance.

#### **Water Operations**

Retail water sales of 834,519 kgal were 7.68 percent higher than budget estimates of 775,000 for FY2021. Warm weather and a mild monsoon season most likely led to somewhat higher consumption for irrigation, tempered somewhat by continuing conservation efforts throughout the community. Wholesale sales to LANL of 306,540 kgal were 18.26 percent less than budgeted. The COVID Pandemic has resulted in numerous LANL sites being minimally staffed and normal domestic and irrigation consumption has likely been affected. Process loads at LANL may have been somewhat curtailed as well. Combined total sales

in thousands of gallons for both Retail and DOE were .78 percent lower than budgeted for the fiscal year.

Net cash flow from water operations were \$1,727,866 year to date. Capital projects funded through sales totaling \$2,975,865 were budgeted in the water fund for the year, with \$1,530,024 was expended in FY21, yielding total water net revenues of \$197,842 for the year. Water production's budget includes certain projects that are to be funded from other sources, which will only be expended if those funding sources are realized. There are \$6.8M in revenue funded projects budgeted, but only minimal costs on those projects have been realized as of the end of the fiscal year.

For the full fiscal year, water operations' budgeted operating cash flow is \$851,928, and budgeted capital expenditures are \$2,975,865, net of external funding. \$5,339,788 in carryovers and budget adjustments, mostly related to the water portion of the AMI and several projects in Water Production result in budgeted net negative cash flow of (\$7,463,725), funded through existing fund balance.

#### **Wastewater Operations**

Cash flow from operations was \$2,660,433 for the year. There have been modest capital expenditures totaling \$601,596 in FY21, yielding total net sewer revenue of \$2,058,837.

For the full fiscal year, wastewater operations' budgeted operating cash flow is \$1,721,316. In total, \$14,850,856 in capital expenditures are budgeted, which includes the debt funded White Rock treatment facility. Besides the Treatment Facility, there were \$50,000 in additional capital expenditures budgeted. With budget adjustments and carryovers totaling \$2,627,326, total net negative cash flow is budgeted at (\$956,010), funded through existing fund balance.





#### **MUNICIPAL BUILDING**

Home to DPU's administrative offices and the Customer Care Center.

## Pass-Through Cost Of Gas

Since 2013 the Department of Public Utilities has included a “pass-through” cost of natural gas in its rate. In addition to a monthly service fee, the gas consumption charge comprises a fixed cost recovery fee per therm and a variable cost of gas per therm (pass-through cost). The fixed cost recovery fee includes set distribution maintenance and operation expenses. DPU’s actual cost to purchase the natural gas commodity is passed directly to the customer in the variable cost of gas per therm charge. This price is calculated each month based on the San Juan Index and then adjusted based on the actual cost from the prior month. Customers benefit from this approach as the DPU does not need to maintain a substantial rate stabilization fund to absorb the volatile, fluctuating gas prices. Each month DPU posts the new variable cost of gas rate on the website at: <https://ladpu.com/DPUGasRateSchedule>.

### TOTAL GAS CHARGE COMPRISES THREE COMPONENTS

(1. Monthly Service Fee) + [(2. Fixed Cost Recovery Fee + 3. Variable Cost of Gas) x Total Therms] = Total Charged

#### SCHEDULE OF CUSTOMERS

7A: Residential  
7E: Commercial  
7L: County  
7N: Schools

#### 1. MONTHLY SERVICE FEE

Schedule	Meter Rated	Charge
ALL	≤ 250 CFH	\$ 9.50
ALL	> 250 CFH	\$28.50

#### 2. FIXED COST RECOVER FEE/THERM

Schedule	Fee/Therm
7A & 7E	\$0.23
7L & 7N	\$0.20

#### 3. VARIABLE COST OF GAS/THERM

(Pass-Through Cost of Gas)

Calculated each month based on the San Juan index and then adjusted based on the actual cost from the prior month



Example:  $\$9.50 + [(\$0.23 + \$0.99) \times 30] =$   
Residential Family (7A)  
that used 30 therms in  
May 2021 \* **\$46.00**



Example:  $\$28.50 + [(\$0.23 + \$0.99) \times 120] =$   
Commercial Customer (7E)  
that used 120 therms in  
May 2021 \* **\$174.90**

Month & Year	Schedule	Projected Variable Cost of Gas	Adjustment to Prior Month Estimate	Total Variable Cost of Gas/Therm
Jun 2021	ALL	\$0.34	(\$0.08)	\$0.26
May 2021 *	ALL	\$0.30	\$0.69	\$0.99
Apr 2021 *	ALL	\$0.26	\$0.73	\$0.99

\* DPU increased the variable cost of gas to \$0.99 per therm for Los Alamos customers during the months of April and May to recover its escalated expenditures for the cost of gas during a six-day period in February 2021. An arctic cold snap occurred the week of February 14 and while natural gas production for Los Alamos was not threatened, the spot market prices for natural gas increased dramatically due to a decrease in production in Texas. The U.S. Energy Information Administration (EIA) reported gas production in Texas fell by almost 45 percent: <https://bit.ly/3Blm3RU>. Historically DPU expenditures fluctuate between \$200,000 and \$400,000 for the month of February. In February 2021, DPU’s expenditures were over \$1.3 million.



# NATURAL GAS RATES

## Fluctuating Gas Rates

Natural gas prices are mainly a function of market supply and demand and fluctuate. There are multiple factors that affect the price of gas, one is weather. Cold temperatures, for example, increase demand for heating, while hot weather increases demand for cooling, which increases natural gas demand by electric power plants.

To mitigate some of the fluctuations, DPU joined the New Mexico Municipal Energy Acquisition Authority (NMMEAA). Created by local

governments in 2008 through a Joint Powers Agreement, the purpose of NMMEAA is to obtain reliable, long-term gas supply under favorable terms, conditions and price. NMMEAA benefits government-owned utilities like DPU and through this membership, DPU is able to pass its savings directly to customers.

When comparing the variable cost of gas or the pass-through rate with the rates of New Mexico Gas Company, DPU's rates are usually lower although

not always. This past quarter (three months) DPU's average cost at \$0.39 per therm was higher than NMGC.

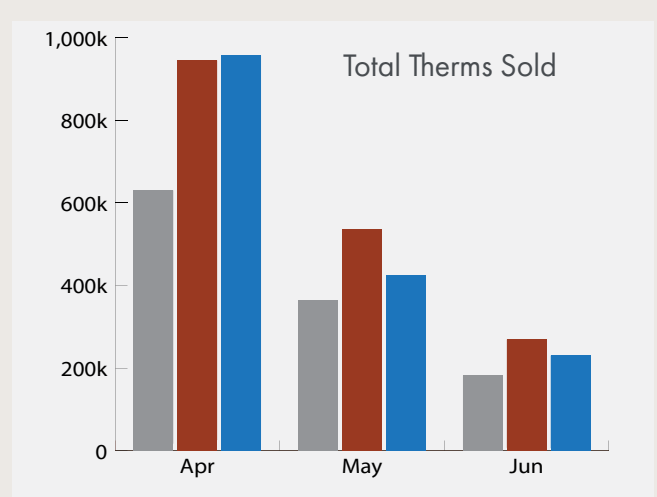
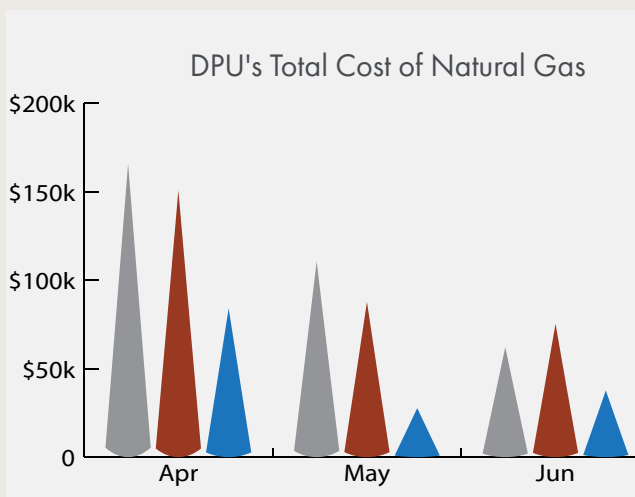
### VARIABLE COST OF GAS/THERM

Mo/Year	DPU	NMGC*
Jun 2021	\$0.26	\$0.34
May 2021	\$0.99	\$0.20
Apr 2021	\$0.99	\$0.48
<b>Avg price</b>	<b>\$0.39</b>	<b>\$0.17</b>

\*New Mexico Gas Company

Source: [nmgco.com/en/cost\\_of\\_gas](https://nmgco.com/en/cost_of_gas)

San Juan Index/MMBTU			Total Cost of Gas for Qtr 4			Total Therms Sold for Qtr 4		
	2021	2020		2021	2020		2021	2020
Jun:	\$2.83	\$1.50	Jun:	\$75,347	\$37,684	Jun:	269,326	230,609
May:	\$2.68	\$1.44	May:	\$87,758	\$27,727	May:	536,851	424,035
Apr:	\$2.38	\$1.08	Apr:	\$150,809	\$84,129	Apr:	944,749	956,630
			Total:	\$313,914	\$149,540	Total:	1,750,926	1,611,274



Estimate 2021    Actual 2021    Actual 2020

# ELECTRIC OPERATIONS

## Financial Status - Unaudited // FY2021

Fiscal Year: July 01 through June 30, 2021

	QTR 1	QTR 2	QTR 3	QTR 4	TOTAL
<b>UNIT SALES: KILOWATT HOURS</b>					
Total Retail Sales	28,486,530	26,221,690	28,561,544	24,015,497	107,285,261
Budgeted Sales	32,283,763	29,693,690	30,836,955	29,615,592	122,430,000
Retail Sales Variance	(3,797,233)	(3,472,000)	(2,275,411)	(5,600,095)	(15,144,739)
Sales to NNSA	124,408,781	108,184,345	68,001,554	109,809,100	410,403,780
Budgeted Sales to NNSA	169,653,529	168,664,348	122,071,214	149,128,909	609,518,000
NNSA Sales Variance	(45,244,748)	(60,480,003)	(54,069,660)	(39,319,809)	(199,114,220)
Other Wholesale Sales	1,805,485	1,758,165	1,472,323	2,093,323	7,129,296
Budgeted Other Wholesale Sales	2,639,839	1,904,703	1,680,613	2,412,361	8,637,516
Wholesale Sales Variance	(834,354)	(146,538)	(208,290)	(319,038)	(1,508,220)
Total Actual Sales	152,895,311	134,406,035	96,563,098	133,824,597	517,689,041
Total Budgeted Sales	201,937,292	198,358,038	152,908,170	178,744,501	731,948,000
Total Sales Variance	(49,041,981)	(63,952,003)	(56,345,072)	(44,919,904)	(214,258,959)
<b>FINANCIAL RESULTS</b>					
Electric Distribution Revenues	\$3,887,257	3,450,251	3,902,774	3,143,114	14,383,396
Total Electric Production Expenditures	10,988,245	9,573,412	7,659,106	11,325,131	39,545,895
Total Electric Production Revenues	8,966,808	7,730,336	5,810,887	9,453,874	31,961,906
Net Cost of Power to Electric Dist.	2,021,437	1,843,076	1,848,219	1,871,257	7,583,989
Other Electric Dist. Operating Expenses	764,071	1,510,574	1,055,083	2,486,629	5,816,357
Total Electric Dist. Operating Expenses	2,785,508	3,353,650	2,903,302	4,357,886	13,400,346
Net Electric Dist. Operating Revenue	1,101,749	96,602	999,471	(1,214,772)	983,050
Electric Dist. Capital Expenditures	104,748	157,469	86,014	504,247	852,479
Net Electric Dist. Total Revenue	997,001	(60,867)	913,457	(1,719,020)	\$130,571
<b>BUDGETED</b>					
Budgeted Operating Income(Loss)					\$3,060,129
Budgeted Capital Expenditures					(\$750,000)
5% Revenue Transfer					(\$617,238)
Budgeted Net Income(Loss)					\$1,692,890
Budget Adjustments*					(3,808,002)
Adj. Budgeted Net Income (Loss)					(\$2,115,112)

NOTE : \*Includes carryforward project amounts, encumbrance rollovers and board/council approved budget adjustments.

# NATURAL GAS OPERATIONS

Financial Status - Unaudited // FY2021

Fiscal Year: July 01 through June 30, 2021

	QTR 1	QTR 2	QTR 3	QTR 4	TOTAL
<b>UNIT SALES: THERMS (100,000 BTU)</b>					
Total Sales	571,648	2,069,410	3,991,853	1,750,927	8,383,838
Budgeted Sales	587,490	1,954,484	3,785,297	1,322,729	7,650,000
Retail Sales Variance	(15,842)	114,927	206,555	428,198	733,838
<b>FINANCIAL RESULTS</b>					
Gas Distribution Revenues	\$539,535	\$1,234,367	\$2,243,054	\$1,683,583	\$5,700,538
Gas Other Revenues	(\$140)	(\$156)	(\$1,129)	\$221,933	\$220,508
Gas Distribution Operating Expenses	\$377,814	\$1,124,057	\$2,591,898	\$1,674,755	\$5,768,523
Net Gas Operating Revenue	\$161,581	110,155	(349,973)	230,761	\$152,523
Gas Distribution Capital Expenditures	\$104,663	\$29,944	\$9,460	\$628,532	\$772,599
Net Gas Revenue	\$56,918	80,211	(359,433)	(397,771)	(\$620,076)
<b>BUDGETED</b>					
Budgeted Operating Income(Loss)					\$236,728
Budgeted Capital Expenditures					(\$350,000)
5% Revenue Transfer					(\$201,959)
Budgeted Net Income(Loss)					(\$315,231)
Budget Adjustments*					(\$5,574,786)
Adj. Budgeted Net Income (Loss)					(\$5,890,017)

NOTE : \*Includes carryforward project amounts, encumbrance rollovers and board/council approved budget adjustments.

# WATER OPERATIONS

## Financial Status - Unaudited // FY2021

Fiscal Year: July 01 through June 30, 2021

	QTR 1	QTR 2	QTR 3	QTR 4	TOTAL
<b>UNIT SALES: THOUSAND GALLONS</b>					
Wholesale Sales to LANL	98,546	84,303	59,475	64,216	306,540
Budgeted Wholesale Sales	105,149	103,525	75,708	90,618	375,000
Retail Sales	321,713	201,803	103,617	207,386	834,519
Budgeted Retail Sales	275,814	151,328	110,404	237,455	775,000
Total Sales	420,260	286,106	163,092	271,602	1,141,059
Total Budgeted Sales	380,963	254,853	186,112	328,073	1,150,000
Total Sales Variance	39,297	31,253	(23,020)	(56,471)	(8,941)
<b>FINANCIAL RESULTS</b>					
Wholesale Revenues	\$1,857,772	\$1,068,012	\$812,279	\$2,092,720	\$5,830,782
Retail Revenues	\$2,287,011	\$1,345,303	\$946,742	\$1,553,524	\$6,132,580
Other Revenues	\$0	\$0	\$3,696	(\$98,035)	(\$94,339)
Total Water Revenues.	\$4,144,783	\$2,413,315	\$1,762,717	\$3,548,209	\$11,869,023
Water Production Operating Expenses	\$856,985	\$1,130,397	\$730,881	\$1,649,584	\$4,367,847
Water Distribution Operating Expenses	\$1,779,676	\$1,269,249	\$975,862	\$1,748,522	\$5,773,309
Total Water Operating Expenses	\$2,636,661	\$2,399,647	\$1,706,743	\$3,398,106	\$10,141,157
Net Water Operating Revenue	\$1,508,122	\$13,668	\$55,974	\$150,103	\$1,727,866
Water Production Capital	\$0	\$44,955	\$16,603	\$955,408	\$1,016,966
Water Distribution Capital	\$4,989	\$8,750	\$4,293	\$495,027	\$513,058
Total Capital Expenditures	\$4,989	\$53,705	\$20,895	\$1,450,434	\$1,530,024
Net Water Revenues	\$1,503,132	(\$40,037)	\$35,078	(\$1,300,332)	\$197,842
<b>BUDGETED</b>					
Budgeted Operating Income(Loss)					851,928
Budgeted Capital Expenditures					(9,806,926)
Budgeted Grant/Loan/GF Transfers					6,831,061
Budgeted Net Income(Loss)					(2,123,937)
Budget Adjustments*					(5,339,788)
Adj. Budgeted Net Income (Loss)					(7,463,725)

NOTE : \*Includes carryforward project amounts, encumbrance rollovers and board/council approved budget adjustments.

# WASTEWATER OPERATIONS

Financial Status - Unaudited // FY2021

Fiscal Year: July 01 through June 30, 2021

	QTR 1	QTR 2	QTR 3	QTR 4	TOTAL
<b>UNIT SALES: THOUSAND GALLONS</b>					
Total Treated	103,361	99,217	95,679	93,743	392,000
Budgeted Treated	114,658	109,783	105,181	100,377	430,000
Variance	(11,297)	(10,566)	(9,502)	(6,634)	(38,000)
<b>FINANCIAL RESULTS</b>					
Sewer Revenues	\$1,669,590	\$1,507,833	\$1,538,192	\$2,102,976	\$6,818,591
Sewer Miscellaneous Revenues	(\$133,093)	(\$33,241)	\$0	(\$219,216)	(\$385,549)
Sewer Operating Expenses	\$685,355	\$1,072,871	\$832,832	\$1,181,550	\$3,772,608
Net Sewer Operating Revenue	\$851,142	\$401,720	\$705,361	\$702,210	\$2,660,433
Sewer Capital Expenditures	\$0	\$172,000	\$352,271	\$77,325	\$601,596
Net Sewer Revenue	\$851,142	\$229,720	\$353,090	\$624,885	\$2,058,837
<b>BUDGETED</b>					
Budgeted Operating Income(Loss)					1,721,316
Budgeted Capital Expenditures					(14,850,856)
Budgeted Grant/Loan/GF Transfers					14,800,856
Budgeted Net Income(Loss)					1,671,316
Budget Adjustments*					(2,627,326)
Adj. Budgeted Net Income (Loss)					(956,010)

NOTE : \*Includes carryforward project amounts, encumbrance rollovers and board/council approved budget adjustments.

# ELECTRIC CONSUMPTION

Financial Status - Unaudited // FY2021

	QTR 1	QTR 2	QTR 3	QTR 4	TOTAL
<b>REVENUES</b>					
Residential	2,081,076	1,763,700	2,052,461	1,079,444	6,976,680
Private Area Lights	3,673	3,339	3,580	2,417	13,009
Commercial	1,141,733	956,461	1,025,965	649,479	3,773,638
Municipal	327,860	468,917	290,957	262,633	1,350,366
Water Production	116,624	141,996	79,985	138,038	476,644
Educational	106,214	99,238	122,857	89,560	417,869
Misc./Backcharges	121,544	223,834	148,210	22,738	516,327
TOTAL	\$3,898,724	\$3,657,484	\$3,724,016	\$2,244,310	\$13,524,534
<b>SALES: KILOWATT HOURS</b>					
Residential	15,382,994	14,749,504	16,724,500	12,969,877	59,826,875
Private Area Lights	9,354	9,354	9,354	9,354	37,416
Commercial	9,679,167	8,167,154	8,608,849	7,833,248	34,288,418
Municipal	2,582,273	2,217,979	2,227,631	2,088,725	9,116,608
Water Production	1,805,485	1,758,165	1,472,323	2,093,323	7,129,296
Educational	832,742	1,077,699	991,210	1,114,293	4,015,944
TOTAL	30,292,015	27,979,855	30,033,867	26,108,820	114,414,557
<b>BILLED LOCATIONS: AVERAGE</b>					
Residential	7,866	8,029	7,769	7,951	7,904
Commercial	637	623	625	620	626
Municipal	164	155	159	157	159
Educational	54	59	54	58	56
TOTAL	8,721	8,867	8,608	8,786	8,745
<b>REVENUE/KILOWATT HOUR: AVERAGE</b>					
Residential	\$0.1353	\$0.1196	\$0.1227	\$0.0832	\$0.1166
Private Area Lights	\$0.3926	\$0.3570	\$0.3827	\$0.2584	\$0.3477
Commercial	\$0.1180	\$0.1171	\$0.1192	\$0.0829	\$0.1101
Municipal	\$0.1270	\$0.2114	\$0.1306	\$0.1257	\$0.1481
Water Production	\$0.0646	\$0.0808	\$0.0543	\$0.0659	\$0.0669
Educational	\$0.1275	\$0.0921	\$0.1239	\$0.0804	\$0.1041
AVERAGE	\$0.1247	\$0.1227	\$0.1191	\$0.0851	\$0.1137
<b>LOSS CALCULATION</b>					
Power Received (kWh)	29,329,795	29,346,869	30,502,609	27,545,331	116,724,605
Photovoltaic Power Received (kWh)	203,592	155,841	144,533	149,886	653,852
Qtrly Losses (Gains)	(758,628)	1,522,855	613,275	1,586,397	2,963,900
% Qtrly Losses (Gains)	(2.57%)	5.16%	2.00%	5.73%	2.53%
YTD CUMM LOSSES (GAINS)	(2.57%)	1.29%	1.54%	2.53%	2.53%



# NATURAL GAS CONSUMPTION

Financial Status - Unaudited // FY2021

	QTR 1	QTR 2	QTR 3	QTR 4	TOTAL
<b>REVENUES</b>					
Residential	395,984	916,866	1,576,924	802,881	3,692,655
Commercial	99,745	233,637	365,379	240,694	939,455
Municipal	14,586	45,221	70,920	50,657	181,384
Water Production	140	156	1,129	278	1,703
Educational	5,270	25,252	59,951	26,512	116,984
Misc./Backcharges	23,696	13,350	(159)	21,330	58,217
TOTAL	\$539,420	1,234,482	2,074,144	1,142,352	\$4,990,398
<b>SALES: THERMS</b>					
Residential	387,601	1,590,985	3,120,620	1,351,671	6,450,877
Commercial	149,597	331,197	597,390	264,552	1,342,736
Municipal	29,217	91,177	161,464	77,478	359,336
Water Production	889	646	1,799	988	4,322
Educational	4,344	55,405	110,580	56,238	226,567
TOTAL	571,648	2,069,410	3,991,853	1,750,927	8,383,838
<b>BILLED LOCATIONS: AVERAGE</b>					
Residential	7,047	7,254	7,059	7,272	7,158
Commercial	365	363	361	364	363
Municipal	44	43	43	43	43
Educational	25	25	25	22	24
TOTAL	7,482	7,685	7,488	7,701	7,589
<b>REVENUE/THERM: AVERAGE</b>					
Residential	\$1.0216	\$0.5763	\$0.5053	\$0.5940	\$0.5724
Commercial	\$0.6668	\$0.7054	\$0.6116	\$0.9098	\$0.6997
Municipal	\$0.4992	\$0.4960	\$0.4392	\$0.6538	\$0.5048
Water Production	\$0.1575	\$0.2410	\$0.6276	\$0.2817	\$0.3941
Educational	\$1.2131	\$0.4558	\$0.5422	\$0.4714	\$0.5163
AVERAGE	\$0.9022	\$0.5901	\$0.5196	\$0.6402	\$0.5883
<b>LOSS CALCULATION</b>					
Gas Received (therms)	555,690	1,683,165	4,276,820	1,953,930	8,469,605
Qtrly Losses (Gains)	(15,958)	(386,245)	284,967	203,003	85,767
% Qtrly Losses (Gains)	(2.87%)	(22.95%)	6.66%	10.39%	1.01%
YTD CUMM LOSSES (GAINS)	(2.87%)	(17.96%)	(1.80%)	1.01%	1.01%

# WATER CONSUMPTION

Financial Status - Unaudited // FY2021

	QTR 1	QTR 2	QTR 3	QTR 4	TOTAL
<b>REVENUES</b>					
Residential	1,876,868	1,093,075	795,448	986,352	4,751,742
Commercial	180,120	129,006	105,864	97,780	512,770
Municipal	125,066	69,587	25,364	81,914	301,932
Educational	80,724	45,392	18,500	50,654	195,270
Misc./Backcharges	24,233	8,242	27,484	15,847	75,806
TOTAL	\$2,287,011	\$1,345,303	\$972,660	\$1,232,546	\$5,837,520
<b>SALES: THOUSAND GALLONS</b>					
Residential	259,528	164,919	86,599	164,196	675,242
Commercial	30,664	17,893	12,699	17,547	78,803
Municipal	19,902	11,121	3,277	13,392	47,692
Educational	11,619	7,870	1,042	12,251	32,781
TOTAL	321,713	201,803	103,617	207,386	834,519
<b>BILLED LOCATIONS: AVERAGE</b>					
Residential	6,558	6,763	6,560	6,776	6,664
Commercial	271	270	291	292	281
Municipal	85	85	77	84	83
Educational	22	25	18	24	22
TOTAL	6,936	7,142	6,945	7,176	7,050
<b>REVENUE/THOUSAND GALLONS: AVERAGE</b>					
Residential	\$7.2318	\$6.6279	\$9.1854	\$6.0072	\$7.0371
Commercial	\$5.8739	\$7.2100	\$8.3365	\$5.5724	\$6.5070
Municipal	\$6.2840	\$6.2573	\$7.7390	\$6.1169	\$6.3309
Educational	\$6.9479	\$5.7681	\$17.7576	\$4.1346	\$5.9568
AVERAGE	\$7.0335	\$6.6256	\$9.1218	\$5.8668	\$6.9042
<b>LOSS CALCULATION</b>					
Water Received (kGal)	366,219	180,371	150,158	297,112	993,860
Qtrly Losses (Gains)	44,506	(21,432)	46,541	89,726	159,341
% Qtrly Losses (Gains)	12.15%	(11.88%)	30.99%	30.20%	16.03%
YTD CUMM LOSSES (GAINS)	12.15%	4.22%	9.99%	16.03%	16.03%

# WASTEWATER CONSUMPTION

Financial Status - Unaudited // FY2021

	QTR 1	QTR 2	QTR 3	QTR 4	TOTAL
<b>REVENUES</b>					
All Retail	\$1,534,347	1,474,592	1,546,600	1,547,152	6,102,691
Municipal/Effluent*	133,093	33,241	0.0	78,452.7	244,786
Misc./Backcharges	2,150	-	-	(798)	1,352
TOTAL	\$1,669,590	\$1,507,833	\$1,546,600	\$1,624,806	\$6,348,828
<b>TREATED: THOUSAND GALLONS</b>					
Los Alamos	72,802	70,461	69,123	67,355	279,741
White Rock	30,559	28,756	26,556	26,388	112,259
TOTAL	103,361	99,217	95,679	93,743	392,000
REVENUE/TREATED	\$16.13	\$15.20	\$16.16	\$17.34	\$16.19

NOTE : \* Effluent revenue is reported on the financial statements under Water Production

# QUARTERLY PERFORMANCE REPORT





# County of Los Alamos

## Staff Report

September 15, 2021

Los Alamos, NM 87544  
www.losalamosnm.us

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**Agenda No.:**

**Index (Council Goals):** DPU FY2021 - 5.0 Achieve Environmental Sustainability

**Presenters:** James Alarid

**Legislative File:** 14884-21

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**Title**

Quarterly Conservation Program Update

**Recommended Action**

None

**Body**

Staff will provide an update on the DPU Conservation Program every three months (at March, June, September, and December BPU Meetings.)

**Fiscal and Staff Impact**

None

**Attachments**

None