



County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

Minutes

County Council – Regular Session

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

Tuesday, March 7, 2023

6:00 PM

Council Chambers – 1000 Central Avenue
TELEVISED

1. OPENING/ROLL CALL

The Council Chair, Denise Derkacs, called the meeting to order at 6:00 p.m.

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

Ms. Anne Laurent, Deputy County Manager, listed the county employees in attendance via zoom.

The following Councilors were in attendance:

Present: 7 - Councilor Derkacs, Councilor Cull, Councilor Hand, Councilor Havemann,
Councilor Lepsch, Councilor Reagor, and Councilor Ryti

2. PLEDGE OF ALLEGIANCE

Led by: All.

3. PUBLIC COMMENT

Mr. Morris Pongratz, Member of the County Health Council, commented on the future health of Los Alamos County citizens.

4. APPROVAL OF AGENDA

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

The motion passed with the following vote:

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

5. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**

A. Recognition of Colleen and Bart Olinger for their Contributions to Historic Preservation

Councilor Havemann presented the recognition.

Ms. Colleen Olinger spoke.

B. Social Services Update

Mr. Cory Styron, Community Services Director, spoke.

Ms. Jessica Strong, Social Services Division Manager, presented.

Ms. Emily Pitch, Social Services Division, Management Analyst, presented.

6. **PUBLIC COMMENT FOR ITEMS ON CONSENT AGENDA**

None.

7. **CONSENT AGENDA**

Consent Motion:

A motion was made by Councilor Cull, seconded by Councilor Ryti, that Council approve the items on the Consent Agenda and that the motions contained in the staff report as amended be included for the record.

A. Approval of Amendment No. 2 to Services Agreement No. AGR19-912 with Ferguson Enterprises, LLC in the amount of \$6,156,656.26, plus Applicable Gross Receipts Tax, for the Purpose of Advanced Metering Infrastructure

I move that Council approve Amendment No. 2 to Services Agreement No. AGR19-912 with Ferguson Enterprises, LLC in the amount of \$6,156,656.26, plus applicable gross receipts tax, for the purpose of Advanced Metering Infrastructure.

B. Approval of Memorandum of Understanding (MOU) Entered into by and Between the Incorporated County of Los Alamos and the North Central Regional Transit District (NCRTD) for FY2023, Providing the NCRTD with \$350,000

I move that Council approve a Memorandum of Understanding entered into by and between the Incorporated County of Los Alamos and the North Central Regional Transit District (NCRTD) for FY2023, Providing the NCRTD with \$350,000.

C. Boards & Commissions Appointment(s) - Parks & Recreation Board

I appoint George Marsden, James Wernicke and David Teter to fill three (3) vacancies on the Parks & Recreation Board, all beginning on December 1, 2022 and ending November 30, 2024.

I further move Council acknowledge that James Wernicke intends to continue serving on the Personnel Board while serving on the Parks & Recreation Board. Council finds these positions not incompatible, Council approves of Mr. Wernicke serving concurrently on all boards, and hereby appoints him to the Parks and Recreation Board.

- D. Approval of Amendment No. 4 to the Purchase, Sale and Development Agreement for Real Property Located in the Incorporated County of Los Alamos Commonly Referred to as 3661 and 3689 Trinity

I move that Council approve amendment No. 4 to the Purchase, Sale and Development Agreement for real property located in the incorporated County of Los Alamos commonly referred to as 3661 and 3689 Trinity.

Approval of Consent Agenda:

The motion passed with the following vote:

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

8. PUBLIC HEARING(S)

- A. Incorporated County of Los Alamos Resolution No. 23-07, Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2024 Municipal Arterial Program for the Rose Street Reconstruction Project

Mr. Juan Rael, Public Works Director, presented.

Public comment:
None.

A motion was made by Councilor Ryti, seconded by Councilor Havemann, that Council approve Incorporated County of Los Alamos Resolution No. 23-07, Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2024 Municipal Arterial Program for the Rose Street Reconstruction Project.

The motion passed with the following vote:

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

- B. Incorporated County of Los Alamos Resolution No. 23-12 A Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2024 Transportation Project Fund (TPF) for the Rose Street Reconstruction Project

Mr. Juan Rael, Public Works Director, presented.

Public Comment:
None.

A motion was made by Councilor Cull, seconded by Councilor Ryti, that Council approve Incorporated County of Los Alamos Resolution No. 23-12, A Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2024 Transportation Project Fund (TPF) for the Rose Street Reconstruction Project.

The motion passed with the following vote:

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

- C. Incorporated County of Los Alamos Resolution No. 23-09, A Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation for Federal Fiscal Year 2024+ Carbon Reduction Program (CRP) Funds for the implementation of Bluetooth Travel Time and Origin & Destination data collection equipment, analysis software and platform.

Mr. Juan Rael, Public Works Director, presented.

Public Comment:
None.

A motion was made by Councilor Lepsch, seconded by Councilor Havemann, that Council approve Incorporated County of Los Alamos Resolution No. 23-09, A Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation for Federal Fiscal Year 2024 Carbon Reduction Program Funds for the Travel Time and Origin and Destination Project.

The motion passed with the following vote:

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

No: 1 – Councilor Reagor

- D. Incorporated County of Los Alamos Resolution No. 23-08, A Resolution of the Incorporated County of Los Alamos Council Authorizing Application to the New Mexico Department of Transportation for Federal Fiscal Year 2024+ Carbon Reduction Program (CRP) Funds for the Street Light Replacement Project

Mr. Juan Rael, Public Works Director, presented.

Public Comment:
None.

A motion was made by Councilor Havemann, seconded by Councilor Cull, that Council approve Incorporated County of Los Alamos Resolution No. 23-08 A Resolution of the Incorporated County of Los Alamos Council Authorizing Application to the New Mexico Department of Transportation for Federal Fiscal Year 2024+ Carbon Reduction Program Funds for the Street Light Replacement Project.

The motion passed with the following vote:

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

- E. Incorporated County of Los Alamos Resolution No. 23-10, A Resolution Authorizing Application to the New Mexico Department of Transportation for Federal Fiscal Year 2024 Transportation Alternatives Program Funds for the Update to the 1998 Pedestrian Transportation Plan

Mr. Juan Rael, Public Works Director, presented.

Public Comment:
None.

A motion was made by Councilor Hand, seconded by Councilor Cull, that Council approve Incorporated County of Los Alamos Resolution No. 23-10, Authorizing Application to the New Mexico Department of Transportation for Federal Fiscal Year 2024 Transportation Alternatives Program Funds for the Update to the 1998 Pedestrian Transportation Plan.

The motion passed with the following vote:

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

- F. Incorporated County of Los Alamos No. 23-11, A Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2024 Transportation Project Fund (TPF) for the Loma Linda Road Improvements Project

Mr. Juan Rael, Public Works Director, presented.

Public Comment:
None.

A motion was made by Councilor Cull, seconded by Councilor Ryti, that Council approve Incorporated County of Los Alamos Resolution No. 23-11, A Resolution of Support Authorizing Application for Funding Assistance to the New Mexico Department of Transportation through the Fiscal Year 2024 Transportation Project Fund (TPF) for the Loma Linda Improvements Project.

The motion passed with the following vote:

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

9. BUSINESS

- A. Discussion and Possible Action on Integrated Pest Management Plan and Potential Limited Uses of Glyphosate

Councilor Lepsch spoke.

Councilor Lepsch requested that the Glyphosate references be attached to the March 7, 2023 meeting minutes for the record.

Mr. Cory Styron, Community Services Director, spoke.
Mr. Steven Lynne, County Manager, spoke.

Public Comment:
Ms. Shannon Blaire spoke.
Ms. Dina Pesenson spoke.
Mr. Eric Loechell spoke.
Mr. Jared Dreicer spoke.
Mr. Aaron Walker spoke.

A motion was made by Councilor Havemann, seconded by Councilor Reagor, that Council do not make any exemptions to the glyphosate use ban on County property.

The motion passed with the following vote:

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

No: 1 – Councilor Lepsch

RECESS

Councilor Derkacs called for a recess at 7:48 p.m. The meeting reconvened at 8:00 p.m.

B. Discussion and Possible Action Regarding the Pajarito Mountain Fire Protection Project (formerly known as the Camp May Waterline)

Mr. Steven Lynne, County Manager, spoke.
Mr. Philo Shelton, Utilities Manager, presented.
Mr. Tom Long, Pajarito Mountain General Manager, spoke.

Public Comment:

Mr. Tom Long spoke.
Mr. J.R. Murray spoke.
Ms. Julie Johnston spoke.
Mr. George Lawrence spoke.
Mr. Jeff Williams spoke.
Mr. Robert Southerland spoke.
Mr. Jared Dreicer spoke.
Mr. James Wernicke spoke.
Ms. Megan Green spoke.

A motion was made by Councilor Havemann, seconded by Councilor Hand, that Council approve the Term Sheet in Attachment A for the Jemez Mountain Fire Protection Project and direct the County Manager to execute the Term Sheet; she further moved that the Council authorize the County Manager to proceed with negotiating the agreements specified in the Term Sheet, and to pursue and apply for grant funding for this project.

Councilor Hand offered the following FRIENDLY AMENDMENT to the motion: that Council consider putting language in the motion that says; with the consideration of conserving water usage in an electrical capacity for only critical activities for functioning of Camp May and Pajarito Mountain facilities. It was not accepted.

The motion passed with the following vote:

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

C. Capital Improvement Program Discussion

Mr. Steven Lynne, County Manager, presented.

No action taken.

10. COUNCIL BUSINESS

A. General Council Business

None.

B. Appointments

None.

C. Board, Commission, and Committee Vacancy Report

1) Board, Commission and Committee Vacancy Report

No report.

D. Board, Commission and Committee Liaison Reports

No report.

E. County Manager's Report

2) County Managers Report for March 2023

Mr. Steven Lynne, County Manager, provided an update regarding the feral cattle incident and the Los Alamos Now Application led by the Utilities Department.

F. COVID-19 SITUATIONAL REPORT

Ms. Linda Matteson, Deputy County Manager, provided an update.

G. Council Chair Report

No report.

E. Approval of Councilor Expenses

None.

F. Preview of Upcoming Agenda Items

1) Tickler Report of Upcoming Agenda Items

Chair Derkacs highlighted Los Alamos Day at the State Legislature and advised that the next Council work session meeting will be held in White Rock.

11. COUNCILOR COMMENTS

Councilor Reagor commented on the Covid-19 Situational Report and the cost of county facilities.

12. PUBLIC COMMENT

Mr. Darren Meadows commented on the Ice Rink.

Mr. Jared Dreicer commented on the allocation of county monies and the Ice Rink.

Ms. Monica Van de Water commented on Roller Derby.

13. ADJOURNMENT

The meeting adjourned at 10:14 p.m.

INCORPORATED COUNTY OF LOS ALAMOS

Denise Derkacs, Council Chair

Attest:

Naomi D. Maestas, County Clerk

Meeting Transcribed by: Victoria Montoya, Sr. Deputy Clerk

AGR19-912-A2

**AMENDMENT NO. 2
TO INCORPORATED COUNTY OF LOS ALAMOS SERVICES
AGREEMENT NO. AGR19-912, BETWEEN THE
INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
AND
FERGUSON, ENTERPRISES, LLC TO ACCEPT THE
ASSIGNMENT, EXTEND THE TERM OF THE AGREEMENT, AND
INCREASE COMPENSATION FOR ADDITIONAL SERVICES**

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 **Ferguson Enterprises, LLC, a Virginia Limited Liability Company** ("Contractor" or "Ferguson Enterprises, LLC") (collectively "Parties"), to be effective for all purposes March 8, 2023.

WHEREAS, County and Ferguson, Inc. entered into Agreement No. AGR19-912 (hereafter "AGR19-912" or "Agreement") on March 8, 2019, for Ferguson, Inc. to procure, deliver, install, and make functional the public utility metering parts, supplies, equipment and software necessary to allow County to remotely monitor and collect County utility customer billing information for gas, water, and electric services through the use of the Advanced Metering Infrastructure ("AMI") equipment ("Project"); and

WHEREAS, County, through Exhibit "D" of AGR19-912, also entered into a Software as a Service/Spectrum and Technical Support Agreement on March 8, 2019 with Sensus USA Inc. ("Sensus") to provide AMI software as a service, communication spectrum, and technical support; and

WHEREAS, County and Ferguson, Inc. agreed to amend Exhibit "A" of Part 2 of Exhibit "D" of AGR19-912 through Amendment No. 1 ("AGR19-912-A1"), approved by the Board of Public Utilities on November 18, 2020 and County Council on December 1, 2020, effective as of December 2, 2020, to procure from Sensus, a customer portal to allow County utility customers the ability to access their data recorded by the Sensus smart meters and smart points associated with their personal DPU accounts for the purpose of viewing their consumption of natural gas, water and electricity, setting up customized alerts, and providing an additional communication channel to Los Alamos County Department of Public Utilities ("DPU") via an on-line internet based software as a service; and

WHEREAS, Ferguson, Inc.'s legal entity name is now Ferguson Enterprises, LLC; and

WHEREAS, Ferguson, Inc. desires to assign and transfer the Agreement, as amended, to Ferguson Enterprises, LLC, and Ferguson Enterprises, LLC wishes to accept the transfer and assumption of all the rights, interests, covenants, obligations, and liabilities of Ferguson Inc. under the Agreement, as amended, under the terms and conditions of this Amendment; and

WHEREAS, County anticipates that initial Contractor's services for initial Phase 1 and Full Deployment Installation, as described in Table 1 of the Agreement, shall be substantially complete by March 8, 2023.

WHEREAS, per County Code of Ordinances Sec. 31-111, software contracts may be entered into for any period up to fifteen (15) years, including all renewals or extensions and maintenance periods; and

WHEREAS, the Annual Software as a Service ("SaaS") Hosted Software Licensing and Support fees defined in AGR19-912 Exhibit "A" were provided for a total of seven (7) years as of the effective date of the AGR19-912, March 8, 2019, and the customer portal annual services and fees defined in the AGR19-912-A1, were provided for a total of ten (10) years as of the effective date of AGR19-912-A1, December 2, 2020; and

WHEREAS, the original term of AGR19-912 commenced on March 8, 2019, and shall continue for four (4) years, and can be renewed by mutual written agreement of the Parties for three (3) additional one (1) year periods, for a total seven (7) year term; and

WHEREAS, County desires to extend the total number of years for the provision of Annual SaaS Hosted Software Licensing and Support fees defined in AGR19-912 Exhibit "A," at the stated annual rate in Exhibit "A," to align with the provision of customer portal annual services and fees; and

WHEREAS, County desires to extend the total term length of AGR19-912 as outlined herein; and

WHEREAS, the basis for fees to be paid to Contractor, as defined in AGR19-912 Exhibit A, utilized quantities for materials and supplies estimated by County, including but not limited to number of required gas, water, and electric meters ("Meters"); and

WHEREAS, throughout the course of the Project, County determined that the quantity of materials and supplies originally estimated by County, including but not limited to the number of required Meters, was insufficient to provide a fully functional and operational Project. Subsequently, additional Meters, radios, control wiring, and a communication base station were required; and

WHEREAS, the additional necessary Meters and other materials and supplies needed to complete the Project have been delayed due to supply chain disruption and have not yet been delivered to County. Subsequently, a time extension is required to complete the purchase and delivery of this outstanding equipment; and

WHEREAS, to date, total spending for AGR19-912, as amended, has not exceeded the total not-to-exceed compensation amount of FIVE MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND SIXTY DOLLARS (\$5,735,060.00), as agreed to in AGR19-912-A1. However, the total not-to-exceed amount for Phase 1 and Full Deployment Installation, as described in Table 1 of the Agreement, has been exceeded by SEVEN HUNDRED FORTY-ONE THOUSAND SIX HUNDRED EIGHTEEN AND 26/100 DOLLARS (\$741,618.26); and

WHEREAS, the Parties have operated in good faith in order to successfully complete the Project as provided in the Agreement; and

WHEREAS, the Chief Purchasing Officer, after consultation with the County Attorney, has determined that neither party has acted fraudulently or in bad faith, therefore, it is in the best interests of County to approve payment for the amount in excess of the original not to exceed

amount for Phase 1 and Full Deployment Installation, as described in Table 1 of the Agreement;
and

WHEREAS, the Board of Public Utilities approved this Amendment at a public meeting held on March 1, 2023; and

WHEREAS, the County Council approved this Amendment at a public meeting held on March 7, 2023.

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

SECTION 1. Assignment and Novation.

- A. Ferguson Enterprises, LLC assumed all assets and liabilities of the Ferguson, Inc., including the Agreement, as amended.
- B. Ferguson Enterprises, LLC agrees to and shall be bound by all obligations and terms and conditions created by the Agreement, as amended, between Ferguson, Inc., and County.
- C. Ferguson Enterprises, LLC agrees to and shall be bound by and perform all duties, obligations, and work required by the Agreement, as amended, in strict accordance with the terms and conditions of the Agreement, as amended.
- D. Ferguson Enterprises, LLC agrees to and shall assume all past and future duties, obligations, liabilities created under the Agreement, as amended, by Ferguson, Inc., as if the Ferguson Enterprises, LLC were Ferguson, Inc. when the Agreement was originally entered.
- E. Ferguson Enterprises, LLC confirms the transfer of all Ferguson, Inc.'s assets and liabilities to Ferguson Enterprises, LLC.
- F. The parties agree that all payments previously made by County to Ferguson, Inc., and all other previous actions taken by County under this Agreement, as amended, shall be considered to have discharged those parts of County's obligations under the Agreement, as amended.
- G. Ferguson Enterprises, LLC's obligations to provide Services under the Agreement and this Novation shall be subject to the following: Ferguson Enterprises, LLC shall obtain and maintain insurance of the types and in the amounts set out in **SECTION II. X. INSURANCE** of the Agreement with an insurer acceptable to County. Ferguson Enterprises, LLC shall assure that all subcontractors maintain like insurance.

SECTION 2. Delete **SECTION XX. NOTICE** in its entirety and replace it with the following:

SECTION XX. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:
Incorporated County of Los Alamos
Department of Public Utilities
Utilities Manager
1000 Central Avenue
Los Alamos, New Mexico 87544

Contractor:
Ferguson Enterprises, LLC
Attn: Ben Rathke
1324 S 3rd Street, Suite 140
Phoenix, Arizona 85004

SECTION 3. Section IV. A. of AGR19-912 (Compensation), is hereby deleted in its entirety and replaced with the following:

A. Amount of Compensation.

County agrees to purchase the Materials and Services, as set forth in Exhibit "A" from Ferguson Enterprises, LLC and Sensus. Ferguson Enterprises, LLC agrees to sell to County the Materials and Services at the prices and in the quantities set forth on Exhibit "A," as amended herein, Exhibit "A-1", Exhibit "A-2", and "A-3", attached hereto and made a part hereof for all purposes, as applicable, and on the terms and conditions set forth in this Agreement, as amended. County shall pay compensation for performance of the Services in an amount not to exceed SIX MILLION ONE HUNDRED FIFTY-SIX THOUSAND SIX HUNDRED FIFTY-SIX AND 26/100 DOLLARS (\$6,156,656.26), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). The total not to exceed amount is adjusted to reflect the following changes:

1. County shall pay compensation for total implementation cost, as detailed in Exhibit "A-1", in an amount not to exceed FIVE MILLION TWO HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED FORTY-NINE AND 26/100 DOLLARS (\$5,281,349.26).
2. County shall pay compensation for the Customer Portal, as detailed in Exhibit "A-2", in an amount not to exceed ONE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$175,580.00).
 - a. As detailed on Exhibit "A-2", for the remaining nine (9) years of the Customer Portal Services, the total not to exceed amount remaining is ONE HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED FIFTY-ONE AND 42/100 DOLLARS (\$146,751.42).
 - b. Portal billing shall be invoiced annually beginning on March 30, 2023, through March 30, 2030.
3. County shall pay compensation for the Annual SaaS Hosted Software Licensing and Support, as detailed in Exhibit "A-3", in an amount not to exceed SIX HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED TWENTY-SEVEN DOLLARS (\$699,727.00).
 - a. As detailed on Exhibit "A-3", for the remaining six (6) years of the Annual SaaS Services, the total not to exceed amount remaining is SIX HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED SEVENTEEN AND 22/100 DOLLARS (\$622,317.22).
 - b. SaaS billing shall be invoiced annually beginning on April 3, 2023, through April 3, 2028.

SECTION 4. Exhibit "A" of AGR19-912 (Ferguson Enterprises, LLC Pricing and Equipment Summary of Costs, Equipment and Services), for Phase 1 and Full Deployment Total Upfront Costs for Item Numbers 1-10 is hereby amended as detailed in Exhibit "A-1" to add the costs for the additional materials and supplies requested by County.

SECTION 5. Exhibit “A” of AGR19-912 (Ferguson Enterprises, LLC Pricing and Equipment Summary of Costs, Equipment and Services), for Item Number 11 is hereby amended as detailed in Exhibit “A-3” to add the additional annual software costs requested by County.

SECTION 6. Customer Portal Software with Sensus Pricing is hereby amended as detailed in Exhibit “A-2”.

SECTION 7. Section III. (Term) is hereby deleted in its entirety and replaced with the following to extend the term of AGR19-912 to align with the continued provisions of Annual SaaS Hosted Software Licensing and Support and the Customer Portal:

- A. The term of this Agreement shall commence on the date of last signature on AGR19-912 and shall continue until March 30, 2031, unless sooner terminated, as provided herein.
- B. The term for the Customer Portal Software with Sensus shall commence March 30, 2022, and shall continue until March 30, 2031, unless sooner terminated, as provided herein.
- C. The term for the Software as a Service/Spectrum and Technical Support Agreement with Sensus to provide AMI software as a service, communication spectrum, and technical support shall commence April 3, 2022, and shall continue until April 2, 2029, unless sooner terminated, as provided herein.
- D. Contractor’s responsibilities after the Final System Acceptance shall include transmittal of Sensus payments and coordination of warranty services on behalf of Sensus, and other requirements as provided herein.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

[this section intentionally left blank]

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: _____
PHILO S. SHELTON, III, P.E. **DATE**
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

FERGUSON ENTERPRISES, LLC, A VIRGINIA LIMITED
LIABILITY COMPANY

BY: _____
BEN RATHKE **DATE**
GENERAL MANAGER III

EXHIBIT A-1 AMI PROJECT IMPLEMENTATION CLOSEOUT	
Description	Cost
Total Amount Spent to Date (Implementation ITEMS 1-10)	\$4,906,583.76
Remaining for Equipment Ordered, but Not Yet Received (Implementation ITEMS 1-10)	\$374,765.50
Total Implementation Cost (ITEMS 1-10):	\$5,281,349.26

EXHIBIT A-2 AMI PORTAL AGREEMENT COST SHEET			
AMI PORTAL (1-TIMEFEE & YEARS 1-10)			
Portal Agreement	AGR Cost	To Date Spent	Remaining
1-Time Fee Training AMI FlexNet	\$1,430.00	-	\$1,430.00
*1-Time Fee CP Set Up Fee	\$7,142.86	\$7,142.86	-
*1-Time Fee CP Cust. Info System	\$11,714.29	\$11,714.29	-
*1-Time Fee CP Training	\$2,571.43	\$2,571.43	-
Subtotal 1-Time Fees	\$22,858.58	\$21,428.58	\$1,430.00
*CP Year 1	\$7,400.00	\$7,400.00	
Customer Portal Year 2	\$7,628.08	-	\$7,628.08
Customer Portal Year 3	\$7,864.37	-	\$7,864.37
Customer Portal Year 4	\$8,107.73	-	\$8,107.73
Customer Portal Year 5	\$8,366.93	-	\$8,366.93
Customer Portal Year 6	\$8,575.04	-	\$8,575.04
Customer Portal Year 7	\$8,893.90	-	\$8,893.90
Customer Portal Year 8	\$9,168.97	-	\$9,168.97
Customer Portal Year 9	\$9,452.54	-	\$9,452.54
Customer Portal Year 10	\$9,744.88	-	\$9,744.88
Subtotal Years 1-10	\$85,202.44	\$7,400.00	\$77,802.44
ADDITIONAL FUTURE USERS IN EXCESS OF 1500	\$67,468.32	-	\$67,468.32
<i>*Calculation Adjustment - Unknown Difference</i>	<i>50.66</i>	<i>-</i>	<i>50.66</i>
TOTAL NTE AMOUNT (AMENDMENT #1):	\$175,580.00	\$28,828.58	\$146,751.42
Note:			
*Paid in PA #18 & #19			

EXHIBIT A-3		
AMI SOFTWARE AGREEMENT COST SHEET		
AMI SOFTWARE AGREEMENT (1 TIME FEE & YEARS 2-7)		
AMI SOFTWARE AGREEMENT (7 YEARS)	AGR Cost	Spent to Date
Item 11- Annual System Software Cost (Year 1)		\$77,409.78
Item 11- Software Cost Year 2 (NOT TO EXCEED)	\$87,086.00	-
Item 11- Software Cost Year 3 (NOT TO EXCEED)	\$89,698.58	-
Item 11- Software Cost Year 4 (NOT TO EXCEED)	\$92,389.54	-
Item 11- Software Cost Year 5 (NOT TO EXCEED)	\$95,161.22	-
Item 11- Software Cost Year 6 (NOT TO EXCEED)	\$98,016.06	-
Item 11- Software Cost Year 7 (NOT TO EXCEED)	\$100,956.54	-
TOTAL SOFTWARE AMOUNT NOT TO EXCEED (YEARS 1-7):	\$699,727.00	77,409.78
NOT TO EXCEED AMOUNT (YEARS 2-7):	\$622,317.22	

March 7, 2023 County Council Regular Session

Agenda item #7.C Parks & Recreation Board

If James Wernicke is appointed, Council needs to take a second action to acknowledge and approve concurrent memberships for:

James Wernicke's current term on the Personnel Board which ends on March 31, 2023.

I further move Council acknowledge that James Wernicke intends to continue serving on the Personnel Board while serving on the Parks & Recreation Board. Council finds these positions not incompatible, Council approves of Mr. Wernicke serving concurrently on all boards, and hereby appoints him to the Parks and Recreation Board.

Please Note that Mr. David Hampton party affiliation is incorrect in the staff report and PRB Board roster. Per the County Clerk, Mr. Hampton's party affiliation is: No Party/Independent/Declined to State.

This correction does not affect the Recommended Action.



LOS ALAMOS

County of Los Alamos

Staff Report

March 07, 2023

Agenda No.: C.

Index (Council Goals):

Presenters: David Hampton, Chair of the Parks and Recreation Board, Cory Styron, Community Services Director, Katherine Hudspeth, Recreation Division Manager and Wendy Parker, Parks Division Manager

Legislative File: 17110-23

Title

Boards & Commissions Appointment(s) - Parks & Recreation Board

Recommended Action

I appoint George Marsden, James Wernicke and David Teter to fill three (3) vacancies on the Parks & Recreation Board, all beginning on December 1, 2022 and ending November 30, 2024.

Body

The purpose of this item is to fill three (3) of four (4) vacancies on the Parks & Recreation Board.

The applicants for this position are:

George Marsden (D)

James Wernicke (L)

David Teter (R)

These vacancies represent completed terms vacated by Ramiro Pereyra, Jaime Aslin and Darren Meadows which ended on November 30, 2022.

The interview panel consisted of the following: PRB Chair David Hampton; Council Liaison Suzie Havemann; and Staff Liaison, Linda Lindstrom. The interviews were conducted on February 9th and February 22, 2023, respectively. The interview panel recommends the appointments of George Marsden and David Wernicke, and the reappointment of David Teter. The recommendation of the interview panel is included as Attachment E.

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

This seven (7) member board has two (2) year terms, and the current roster is listed as a part of Attachment A.

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

Attachments

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- A - PRB Board Member List
 - B - George Marsden
 - C - David Teter
 - D - James Wernicke
 - E - Interview Panel Recommendations

Keith Glyphosate 3 7 23

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TERM SHEET FOR THE JEMEZ MOUNTAIN FIRE PROTECTION PROJECT

March 7, 2023

This term sheet documents certain understandings between the **Incorporated County of Los Alamos** (the “County”) and **Pajarito Recreation LP**, a Texas limited partnership registered to do business in the State of New Mexico (“Pajarito”) (each a “Party” and collectively, the “Parties”), concerning their joint pursuit of the **Jemez Mountain Fire Protection Project** (the “Project”) and shall inform any future agreements between the Parties as to each Party’s rights, duties, and obligations regarding the Project.

1. PROJECT DESCRIPTION AND ESTIMATED COSTS.

The Project currently consists of three primary components:

- a. The installation of a new 500,000 gallon water storage tank (the “Storage Tank”) at LAC Pajarito Storage Tank Site #4 [current estimated cost is \$1,500,000]. Water from the Storage Tank will be used to provide potable water service to the Pajarito Ski Area and additional fire protection.
- b. The construction of a 4.5-mile pipeline (the “Pipeline”) to deliver a reliable supply of potable water to the Storage Tank and to the Pajarito Ski Area’s 10-million gallon reservoir (the “Reservoir”) [current estimated cost is \$10,000,000]. Water from the Reservoir will be used for regional firefighting and snow making.
- c. The decommissioning of the existing overhead high voltage electric line running along Camp May Road and the installation of a replacement underground electric line (the “New Electric Line”) in conjunction with the installation of the Pipeline [current estimated cost is \$2,500,000]. The New Electric Line will reduce the risk of wildfires and provide a reliable power supply for the Pipeline.
- d. The current total estimated cost of the Project (the “Total Project Cost”) is \$14,000,000.

2. FUNDING THE PROJECT.

- a. Upon final approval of the Project, the County shall establish the “Jemez Mountain Fire Protection Project” within the Department of Public Utilities to manage the construction of the Project, including receiving, holding, and disbursing funds for the Project.
- b. The County and Pajarito are jointly pursuing State and Federal funding to cover a significant portion of the Total Project Cost.

- c. Once the total amount of State and Federal funding has been determined (the “State and Federal Contribution”), the County and Pajarito will proceed as follows:
 - i. Provided the amount of the State and Federal Contribution is at least \$10,000,000, the County and Pajarito shall each contribute up to \$2,000,000, on an equal basis, toward payment of the Total Project Cost.
 - ii. In the event:
 - (1) the amount of the State and Federal Contribution is less than \$10,000,000, or
 - (2) the Parties determine that the Total Project Cost will exceed \$14,000,000, or
 - (3) there is some combination of items (1) and (2),then the County and Pajarito shall negotiate in good faith in an effort to agree upon a revised scope and funding structure for the Project to accomplish the goals of the County and Pajarito. Those negotiations will include:
 - (1) additional funding to be provided by the County and/or Pajarito, and
 - (2) a modification of the scope of the Project and/or the implementation of cost saving or cost deferral measures (such as phasing the Project).
 - iii. If either the County or Pajarito determines that they are unlikely to agree upon a revised Project scope and/or funding structure, then either Party may withdraw from the Project by written notice to the other Party.
- 3. **CONSTRUCTION, OWNERSHIP, MAINTENANCE, AND OPERATION OF THE PROJECT.**
 - a. The County will be responsible for the constructing the Project. Construction and other services will be obtained by the County in accordance with its procurement code, with only the County being in privity with the selected contractor(s).
 - b. The County shall own the Storage Tank, the Pipeline, and the New Electric Line and shall be responsible for the operation, maintenance, repair, and replacement thereof at the County’s expense.

- c. Pajarito owns the 10 million gallon reservoir and relating piping and pumping infrastructure (the “Storage System”).
- d. Pajarito shall contribute any easements, access rights, and licenses on its property as may be necessary for the installation and operation of the Project, including specifically the Storage System.
- e. Required easements, permits, or other legal instruments, including the Special Use Permit from the United States Forest Service and the easement necessary to reach the Storage Tank, shall be issued in the name of the County, unless otherwise agreed to by the Parties.
- f. Pajarito shall assign its design and engineering professional services agreement with Wilson and Associates, along with the design and construction documents prepared under that agreement, to the County.

4. PROJECT IMPLEMENTATION AND OPERATION.

- a. Once the amount of the State and Federal Contribution is determined and the Parties have confirmed that they are willing to proceed with the construction of the Project as contemplated, they will execute and deliver the following documents:
 - i. A Project Development Agreement governing the installation of the Project’s improvements and the funding thereof.
 - ii. A Project Operations Agreement governing the future operation of the Project and the Reservoir, including Pajarito’s and the County’s respective obligations to pay for the costs of filling the Reservoir from time to time. Under the Project Operations Agreement, Pajarito shall be responsible for maintaining the Storage System in good condition and repair, at its expense.
 - iii. A Ski Area Development Agreement detailing Pajarito’s commitments for the future development of the Pajarito Ski Area, including:
 - (1) The installation of an updated snow making system,
 - (2) The installation of a high-speed ski lift, and
 - (3) Additional improvements to the Ski Area’s infrastructure.

While the Parties agree to negotiate otherwise act in good faith towards the implementation of the Project on the terms and conditions outlined herein, this term sheet is non-binding and does not create any legally enforceable obligations between them. Any such obligations shall be created only by written agreements executed by the

Parties after having obtained all requisite governmental and entity approvals (including any necessary third-party approvals).

IN WITNESS WHEREOF, the County and Pajarito have executed this term sheet as of the date first written above.

Incorporated County of Los Alamos

By: _____
Steven Lynne, County Manager

Pajarito Recreation LP

By: Pajarito Recreation GP, LLC, its General Partner

By: _____
J. R. Murry, Authorized Agent