

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
0022		See Block 16C					
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
		05001					
NNSA/Business Services Division U.S. Department of Energy Business Services Division P.O. Box 5400 Albuquerque NM 87185-5400							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)			
Incorporated County Of Los Alamos Attn: Robert K. Westervelt 1000 Central Ave Ste 300 LOS ALAMOS NM 87544				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC04-85AL26078			
CODE 069423424 FACILITY CODE				10B. DATED (SEE ITEM 13)			
				07/01/1985			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.252-4 Alterations in Contract						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The purpose of this modification is to: (1) Revise Attachment A, Part I, ARTICLE XVI- Western Electric Coordinating Council Compliance, (2) Revise Exhibit A, Schedule 3, Rev. 3, DOE 115KV TRANSMISSION AND SUBSTATION FACILITIES; 3) Remove Attachment A Exhibit B, Schedule 4.1 Rev. 0, County 115 KV TRANSMISSION AND SUBSTATION FACILITIES; (4) Revise Attachment A, Part III, Exhibit C MISCELLANEOUS COSTS OF MUTUAL BENEFIT, (5) Revise Attachment A, Exhibit B, Schedule 5, Rev. 2, COUNTY PURCHASED POWER CONTRACTS. SEE Attachment A, Titled "Attachment A, Part I Revision Mod 022".							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Matthew C. Barela			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

NAME OF OFFEROR OR CONTRACTOR
Incorporated County Of Los Alamos

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for NNSA U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5807 Oak Ridge TN 37831 Period of Performance: 07/01/1985 to 06/30/2025				

ATTACHMENT A Part I Revision

Electric Energy and Power Coordination Agreement

(1) Revise ARTICLE XVI- Western Electric Coordinating Council Compliance

The Western Electricity Coordinating Council (WECC) is the Regional Entity for the Western Interconnection responsible for compliance monitoring and enforcement. NNSA is registered as a Transmission Owner (TO) and Transmission Operator (TOP) with WECC. As a registered entity, NNSA is responsible for compliance with all requirements of the WECC standards that are applicable to their function for which they are registered for. WECC conducts on-site compliance audits of the TO/TOPs every three (3) years. DOE/NNSA is also required to self-certify annually for all registered functions. With this ECA modification, the NNSA will take over responsibility for the operation and maintenance of the Supervisory Control and Data Acquisition (SCADA) system and the Backup Control Center. The SCADA system and the Backup Control Center provides a critical function needed to meet the WECC TOP requirements related to the Critical Infrastructure Protection and cybersecurity requirements. Operating Procedure C15, Rev 1.0, *NERC CIP Compliance and Electric SCADA System Maintenance* includes details on the WECC requirements applicable to the transmission system. The parties agree the SCADA will be owned, operated, and maintained by the DOE/NNSA. The SCADA primary and back-up control room will become a DOE/NNSA approved asset under Attachment A, Exhibit A, Schedule 3, Rev 4. This change will become effective once the new DOE/NNSA SCADA system is operational on July 1, 2021.

The parties agree to the following terms to ensure compliance with the applicable WECC standards and/or requirements:

Each party shall comply with the North American Electric Reliability Corporation (NERC) and Western Electric Coordinating Council (WECC) standards where applicable, for the safe and reliable operation of the electric distribution/transmission system. NNSA will notify the County, of new standards or modifications to standards as applicable. The NNSA/County Operating Procedures will be updated to identify the requirements and who is the responsible party to implement, as necessary.

As the registered entity with WECC, NNSA shall be the lead party responsible for the annual self-certification and 3 year audit including (1) communication with WECC regarding any issues or concerns; (2) submitting the required documentation; and (3) coordinating with the County in a timely manner. The County shall provide the appropriate documentation to support NNSA within the required timeframes as communicated by NNSA.

The California Independent System Operator (CAISO) Corporation will serve as the Reliability Coordinator for the DOE/NNSA. The DOE/NNSA signed the Reliability Coordinator Services Agreement in January 2019. The annual/monthly payment for the reliability coordination service will be included as a pool expense.

(2) Revise, Exhibit A, Schedule 3, Rev 3 DOE 115KV TRANSMISSION AND SUBSTATION FACILITIES

Exhibit A, Schedule 3, Rev 3 is revised to include the SCADA primary and back up control system. The attachment is revised and incorporated as Attachment A, Exhibit, Schedule 3, Rev 4 DOE 115 TRANSMISSION AND SUBSTATION FACILITIES.

(3) Remove Attachment A, Exhibit B, Schedule 4.1 Rev. 0 County 115 KV TRANSMISSION AND SUBSTATION FACILITIES

The parties agree the SCADA will be owned, operated, and maintained by the DOE/NNSA. The SCADA primary and back-up control room will become a DOE/NNSA approved asset under Attachment A, Exhibit A, Schedule 3, Rev 4. This change will become effective once the new DOE/NNSA SCADA system becomes operational on July 1, 2021.

(4) Revise Attachment A, Part III, item 9, Exhibit C MISCELLANEOUS COSTS OF MUTUAL BENEFIT

Current:

9. Cost of owning and maintaining supervisory control and data acquisition (SCADA) equipment acquired in part by DOE and in part by the County are, in part, includable herein, to allow recovery of such acquisition costs, including interest at the County General Fund Loan rate, over five years. The parties agree that \$2,587 of DOE monthly costs and \$23,278 of County quarterly cost, for SCADA facilities are includable herein through June 1993. For purposes of Exhibit E, such cost will be allocated with the demand allocator

Revise to:

9. Supervisory Control and Data Acquisition (SCADA) – The parties agree the SCADA will be owned, operated, and maintained by the DOE/NNSA. The SCADA primary and back-up control room will become a DOE/NNSA approved asset under Attachment A, Exhibit A, Schedule 3, Rev 4. The SCADA primary and back up control room will remain in the same locations with some equipment moved to a more secure location on DOE/NNSA property. The County NERC certified operators and LANL Operations Manager will continue the day-to-day operations of the SCADA. All cyber security requirements will be managed by the DOE/NNSA.

The DOE/NNSA will upgrade the existing equipment and software for both systems. The costs are considered a capital expenditure (reference Article XV – CLASSIFICATION OF EXPENDITURES) are, includable herein, to allow recovery of such costs over five years. The parties entered a SCADA Joint Use License (M20NA70289) to document access requirements for the primary and back-up control room system. Until the new DOE/NNSA equipment and software becomes operational the County will maintain ownership and the DOE/NNSA will be responsible for the operations and maintenance effective October 1, 2018. Once the new system becomes operational, the DOE/NNSA will own, operate, and maintain the SCADA primary and back up control system. Cost of owning, operating, and maintaining

the SCADA equipment are includable herein. This change will become effective once the new DOE/NNSA SCADA system is operational within six (6) months from the date of contract modification.

(5) Revise Attachment A, Exhibit B, Schedule 5, Revision 2 COUNTY PURCHASED POWER CONTRACTS

Exhibit B, Schedule 5, Rev 2 is revised to change the Uniper PPA cost from \$36.67 to \$39.67 and to allow for additional 10% increase to price without the need for additional contract modifications or approvals. This was discussed and approved at the Power Pool meeting in 1/13/21. The Attachment is revised and incorporated as Attachment A, Exhibit B, Schedule 5, Rev 3 COUNTY PURCHASED POWER CONTRACTS.

DOE 115 KV TRANSMISSION AND SUBSTATION FACILITIES

Description

The DOE Los Alamos 115 kV Transmission and Substation Facilities includable as Approved Resources are as follow:

- (a) ETA Switching Station and related facilities
- (b) STA Switching Station and related facilities
- (c) WTA Switching Station and related facilities
- (d) 115 kV Transmission ETA to TA-3, ETA to TA-53, TA-53 to TA-3, STA to WTA, and WTA to TA-3
- (e) 115 kV Transmission ETA to PNM system point of connection
- (f) TA-3 Transformation and related facilities
- (g) Capacitor Banks and related facilities
- (h) Synchronous Optical Network (SONET Ring)
- (i) Primary Control Room and the Personal Access Control System
- (j) Primary SCADA system at TA-03, SM-22 and all ancillary systems
- (k) Back-up control system at Pajarito Cliffs and ETA and all ancillary systems

Monthly Fixed Charge

The parties agree that a monthly fixed charge associated with the NNSA 115 KV Transmission and Substation Facilities for each budget year will be based upon amortization of the remaining net asset value over the remaining estimated asset life as of June 30 of the proceeding contract year. Estimated asset lives will be established when assets are placed in service based on standard asset lives adopted for assets of a similar nature, industry or trade standards, or other methodology agreed to by the parties upon project approval. Any assets expensed directly or fully amortized will be excluded from this fixed charge amount. The monthly charge will be included as part of NNSA's annual budget. Replacements and additions of single items, not to exceed \$20,000, shall be separately charged as an operating expense on an actual cost incurred basis.

Operating and Maintenance Expenses

The parties agree that all operating and maintenance expenses associated with the approved 115 kV Transmission and Substation Facilities are includable herein.

EXHIBIT B, SCHEDULE 5 COUNTY PURCHASED POWER CONTRACTS

County Contract No. 87-SLC-0027

The parties agree that Western's allocation of SLCA/IP power and energy per Contract No. 87-SLC-0027 which expires September 30, 2024, unless extended, is an Approved Resource. In addition, any new Western allocation shall be an Approved Resource. Any wheeling charges necessary to deliver the power and energy are includable herein. Western offers, when available, monthly, and seasonal surplus capacity and energy. When economically beneficial to both parties, such capacity may be utilized and will be includable herein.

County Contract No. AGR20-926

The parties agree the power purchase agreement (PPA) entered into between the Incorporated County of Los Alamos (the County) and Uniper Global Commodities North America, LLC (Uniper) is an approved resource throughout the term of the Electric Coordination Agreement (ECA) which expires on June 30, 2025. The PPA is for 15 MW of firm renewable power (wind and solar). The power is currently priced at a fixed price of \$39.67/MWh with an allowable increase of 10% or (\$43.64/MWh) to handle market fluctuations prior to both parties finalizing the contract conditions precedent and no escalator for the life of the PPA. The parties will not be responsible for any operations and maintenance costs of the facilities associated with the power resources. The parties agree any wheeling or transmission costs necessary to deliver the power and energy are includable herein.

Short Term Purchase Power

Short term purchases as may be required and as have been approved by the parties in the 24-month budget forecast are includable herein.

Emergency Power for County Approved Resources

Through power pool membership, reserve sharing groups, regional transmission organizations, and power purchase agreements the County will be providing for emergency and replacement power and energy. Emergency and replacement power purchases shall be includable herein.

The following agreements for transmission of power and modifications thereto for the County's Approved Resources and provision for alternate transmission paths in case of failures in the normal path are included herein:

- (a) PNM Interconnection Agreement
- (b) Plains/Tri-State Interconnection Agreement & TSA
- (c) Western Transmission Agreement
- (d) Northern Rio Arriba Cooperative (NORA) Interconnection Agreement & TSA
- (h) Jemez Interconnection Agreement
- (i) El Vado – Spills Switchyard 69 kV line (The El Vado – Spills Switchyard 69 kV Line and associated line terminal equipment that connects the El Vado Plant to the NORA system is assigned to the Resource Pool as part of the cost of the El Vado Plant).
- (j) PNM/LAC Network Integration Transmission Service Agreement (NITSA) The parties agree that the County will fund the Norton – STA Line section and the associated line terminals at Norton and STA

(Norton – STA Project) and agree that NNSA will have on-going ownership, operating and maintenance responsibility. When completed, this line shall be considered an Approved Resource.

Monthly Charge

The parties recognize that the monthly charge associated with the transmission interconnection agreements will be dependent in part on actual power deliveries. The parties agree that all such charges are includable herein. Upon completion of the Norton – STA Project the associated debt service cost and cost allocation principles of Attachment A, Exhibit B, Schedule 6, shall become effective for purposes of the Resource Accounting Pool. The recovery of NNSA ongoing ownership, operation and maintenance cost associated with the Norton – STA. Project is provided for in Attachment A, Exhibit A, Schedule 3.

Long-Term Purchase Power

The parties agree that the 36-month contract with Southwestern Public Service Company dated October 31, 2003 for purchase of firm energy equal to Western CRSP allocations to the Eastern New Mexico Distribution Cooperatives is an Approved Resource. Any wheeling charges necessary to deliver the power and energy are included herein. This contract shall not be extended without the prior approval of the Operating Committee and the responsible contracting authorities