



REGIONAL COALITION OF LANL COMMUNITIES

City of Española – Los Alamos County – Rio Arriba County – Santa Fe County
City of Santa Fe – Taos County – Town of Taos – Ohkay Owingeh – Pueblo of Jemez

REGIONAL COALITION MEETING AGENDA

Los Alamos County Chambers
1000 Central Avenue, Los Alamos
February 12, 2015 | 9:00a—11:00a

- A. Call to Order – Chair Barney Trujillo | 9:00a-
- B. Confirmation of Quorum – Chair Barney Trujillo
- C. Approval of Agenda – Chair Barney Trujillo
- D. Approval of Meeting Minutes - Chair Barney Trujillo | –9:15a (Tab A)
- E. Discussion/Action Items (1hr 20min) | 9:15–10:35a
 - a. Briefing from NM Congressional Delegation (5 mins)
 - b. Presentation by NNSA on Supplemental Environmental Projects (30 mins, Tab B)
 - c. Presentation by EM-LA Corrective Action - Dave Nickless (30 mins, Tab C)
 - d. Board Member Action Items (10 mins, Tab D-E)
 - i. Vote to Approve Executive Director Services Contract with ARC
 - ii. Vote to Approve Facilitator of Strategic Planning Session with David Abelson
 - e. Updates (10 mins)
 - i. Budget (Brian Bosshardt, Tab F)
 - ii. Executive Director Update (Tab G)
 - iii. Items from the Board
- F. Meetings at a Glance (5 mins)
 - a. March 11, 2016, Strategic Planning Session, 9:00-1:00p at Santa Fe Convention Center
- G. Public Comment (20 mins) 10:40-11:00a
- H. Adjournment – 11:00a

About the Regional Coalition of LANL Communities:

The Regional Coalition is comprised of nine cities, towns, counties and pueblos surrounding the Department of Energy's Los Alamos National Laboratory (LANL). Founded in 2011, the Regional Coalition works in partnership to ensure national decisions incorporate local needs and concerns. The organization's focus is environmental remediation, regional economic development and site employment, and adequate funding for LANL. The 2015 Board of Directors includes Chair, Commissioner Barney Trujillo, Rio Arriba County; Vice-Chair, Mayor Javier Gonzales, City of Santa Fe; Secretary/Treasurer, Councilor Kristin Henderson, Los Alamos County; Mayor Alice Lucero, City of Española, Commissioner Henry Roybal, Santa Fe County; Andrew Gonzales, Town of Taos; Commissioner Mark Gallegos, Taos County; Governor Earl Salazar, Ohkay Owingeh; and Governor Raymond Loretto, Pueblo of Jemez.

For more information please visit the Regional Coalition website at <http://regionalcoalition.org>

Contact: JLH Media | 518 Old Santa Fe Trail, Santa Fe, NM 87505 | Office: 505.603.8643



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Jemez Pueblo Community Resource Center Building
37-197 Canal Street
Jemez Pueblo, NM 87024

December 11, 2015 | 1:30p-3:30p

Meeting Minutes

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Attendance

Chair, Commissioner Barney Trujillo, Rio Arriba County; Fabian Trujillo, proxy for City of Santa Fe; Councilor Steve Girrens, proxy for Los Alamos County; Mayor Alice Lucero, City of Española; Governor Raymond Loretto, Pueblo of Jemez.

A. Call to Order – Chair Trujillo

Chair Trujillo called the meeting to order at 1:47 p.m.

B. Confirmation of Quorum – Chair Trujillo

Executive Director Andrea Romero took attendance and Chair Trujillo confirmed there was a quorum.

C. Approval of Agenda – Chair Trujillo

Chair Trujillo asked the Board to review and approve the agenda as presented.
Councilor Steve Girrens moved to approve the agenda.
Governor Raymond Loretto seconded the motion to approve the agenda.
Chair Trujillo called for a vote to approve the agenda.
The Board voted unanimously in favor of approving the agenda.

1
2 **D. Approval of Meeting Minutes – Chair Trujillo**

3 Chair Trujillo asked the board to review and approve the meeting minutes as presented for
4 the RCLC Board meeting that was held on November 13, 2015.

5 Councilor Steve Girrens moved to approve the meeting minutes.

6 Fabian Trujillo seconded the motion to approve the meeting minutes.

7 Chair Trujillo called for a vote to approve the minutes.

8 The Board voted unanimously in favor of approving the meeting minutes.
9

10 **E. Discussion/Action Items**

11 **1. Briefing from NM Congressional Delegation**

12 Executive Director Andrea Romero stated that the Congressional delegations sent their
13 regards and asked to be excused from the December meeting as they had no reports for the
14 Board.
15

16 **2. Presentation by Dave Nickless, EM-LA, on Treatment of Remediated Nitrate Salts
17 (RNS)**

18 Mr. Nickless thanked the board for the opportunity to present on the supply of nitrate salts
19 to be remediated at LANL. Nickless informed the Board that he has been at LANL since
20 Fall 2008. Due to the WIPP event that occurred in February 2014, the particular waste
21 treatment, the nitrate salts, is now infamously characterized. A Los Alamos drum reacted in
22 the underground WIPP facility that came from Nitrate Salts waste stream. There is currently
23 a group of drums that is stored in Los Alamos that are of the same variety as the drum that
24 reacted in the underground.
25

26 The waste stream originally came out of TA-55, the LANL plutonium facility. One of the
27 main operations at that facility is to recover plutonium out of different waste materials and
28 residues. Most of the evaporative salts processed as part of the 3706 Campaign date back
29 to the mid 1980s. Most of the drums were stable for close to three decades until the errors
30 in the processing of the salts that led to the reaction at WIPP. The nitrate salts were mixed
31 with organic kitty litter, which as a chemical make up, caused the breach of drum 68660.
32

33 The waste stream uses nitric acid. Residue is taken that contains plutonium to be reclaimed
34 or recovered and is later purified. After the plutonium is leached out and recovered, a
35 spent acid is leftover. That spent acid goes to an evaporator in the plutonium facility. The
36 evaporator recycled the nitric acid as much as it could back into the process, and then it
37 was left with an evaporator bottom. After this process they were left with a concentrated
38 solution of nitrates. In the 1980s they cooled the supersaturated solution, and as the
39 solution cooled the salts would precipitate out. Those salts were scraped out into bags and
40 a number of bags were placed into 55 gallon drums. Those drums were stable in storage
41 for 30 years.
42

43 Research was done at New Mexico Tech in Socorro that called for the addition of zeolite,
44 the active ingredient in “kitty litter”. For every liter of nitrate salt present, at least 1.2 liters
45 of zeolite, or kitty litter, had to be added. The mistake that was made in this process was
46 substituting a modern, organic, “green” kitty litter in lieu of the zeolite, or inorganic kitty
47 litter.
48

49 All of the remediated nitrate salts that LANL currently has in storage are at the Waste
50 Characterization, Reduction and Repackaging Facility (WCRRF). They were, of course, not

1 remediated correctly, which caused the breach in 68660. WCRRF will likely be facility that
2 will be used to remedy the problem by reprocessing waste.

3
4 Looking forward, LANL has looked at a number of different technologies and processes
5 that could be used to fix the problem. Nitrate salts are considered oxidizers, which
6 means they will react with most organic materials, which creates a problem if they are in
7 the environment as they were in 68660. Nitrates also have the ability to provide oxygen.
8 The unique property of oxidizers means that a fire involving an oxidizer cannot be
9 extinguished in a traditional means, e.g. by cutting off the supply of oxygen, because the
10 nitrate provides oxygen salts itself. The nitrate salts acted as the oxidizers and the organic
11 kitty litter as the combustible material in the drum that reacted at WIPP in a process
12 referred to as "thermal runaway".

13
14 **LANL has narrowed the options down to two processes to remediate the drums that were**
15 **initially processed incorrectly. The most simple and effective of the two options that will**
16 **reduce the potential for the rest of the waste to ignite is the addition of zeolite (an**
17 **inorganic material) to the drums, the material that should have been used in the first**
18 **place. Another process, a wet process, would be the addition of cement or grouting**
19 **material making a cement matrix. Other options include incineration, vitrification, types**
20 **of chemical reactions. Any of these processes would of course have to be permitted by**
21 **the state of New Mexico.**

22
23 Temperature plays a very important role in the safe handling and treatment of this waste.
24 The waste is cooled prior to treatment, and the rates of how fast the reactions occur is
25 based on the temperature. The waste is currently stored in a facility that is designed to
26 handle contamination at Area G. The plan is to keep the waste cooled as it is stored and
27 then to get it even colder prior to processing. It will then be transferred to the WCRRF and
28 treated there.

29
30 One of the initial errors in the packaging of the nitrate salts was that LANL didn't have the
31 proper permits to do so. That is part of the reason the state took enforcement action against
32 the Lab. Moving forward the lab will be fully engaged in with NMED to ensure that the
33 proper permitting is in place. There are a variety of specialists at the lab who are making
34 sure that the lab is processing and storing the waste properly, and NMED officials are
35 sitting in on these meetings.

36
37 Before the Lab moves forward there will be an independent review of the procedures and
38 the people that ensures that the lab is prepared to move forward safely and effectively. It
39 will take some time and effort to be ready for that review but it is essential to go through.

40
41 There are currently two buckets of waste that need to be treated: one is Remediated Nitrate
42 Salts (RNS), and the other is Unremediated Nitrate Salts (UNS). The plan is to treat the RNS
43 first and the UNS thereafter. This treatment will eliminate the possibility of ignition in the
44 nitrate salts drums and clear the waste so that when WIPP reopens the drums can be
45 moved along with the other TRU waste already up at the hill back into the underground
46 and move forward with the closure of Area G.

47
48 Other national labs have been able to learn from the mistakes made at LANL, and errors
49 that occurred during the treatment of the nitrate salts have been used to improve standard
50 operating procedures in other parts of the lab.

1
2 Mayor Alice Lucero asked Mr. Nickless if he knew of the reopening date at WIPP. Mr.
3 Nickless stated that a date had not been determined yet, but they're working hard and
4 would like to have the facility open by the end of the calendar year 2016. They're
5 determined to not let schedule pressure force WIPP to reopen before it is ready.
6

7 Councilor Steve Girrens asked Mr. Nickless what the shelf life of one of the drums of
8 nitrate salts is before the drum is no longer reactive. Mr. Nickless stated that that answer is
9 unknown. This waste stream was created inadvertently and it's hard to say how long the
10 salts will be reactive over time. It currently appears that the reactivity is decreasing over
11 time but there isn't a definite answer regarding a so-called "shelf life". This waste stream
12 will have to be handled again at some point to determine its continued safe storage and
13 transportation.
14

15 Chair Trujillo asked Mr. Nickless how long he estimated the new treatment would take,
16 and Mr. Nickless estimated that around one drum a day could be remediated. There are
17 currently 60 drums to be treated. This is only an estimate, though, as a final remediation
18 plan has yet to be decided on. He reaffirmed, though, that trying to stick to deadlines on a
19 schedule was not the priority, and safety and effective treatment are the most important.
20

21 **3. Presentation by Gil Vigil , Executive Director of Eight Northern Pueblos on 2016** 22 **Strategic Objectives**

23 Gil Vigil thanked the Coalition for the opportunity to present and Governor Raymond
24 Loretto for hosting the meeting at Jemez Pueblo. He introduced Jovanna Archuleta, his
25 deputy director at Eight Northern and a member of Nambe Pueblo. Mr. Vigil is a member
26 and former Governor of Tesuque Pueblo.
27

28 Mr. Vigil stated that the Eight Northern Indian Pueblos Council (ENIPC) exists to serve not
29 only the people of the Eight Northern Pueblos, but also the people of all of northern New
30 Mexico. Their office is intended to serve Native Americans, but they will frequently see
31 non-natives at their door. Their policy is, however, that if they are unable to help a non-
32 native directly, they will work to find the resources to help them some other way. They do
33 not want to totally turn anyone away.
34

35 ENIPC was established in 1961 and it is a consortium of the Eight Northern Pueblos of
36 Nambe Pueblo, Picuris Pueblo, Pojoaque Pueblo, San Ildefonso Pueblo, Ohkay Owingeh,
37 Tesuque Pueblo, Santa Clara Pueblo, and Taos Pueblo. At the time it was established,
38 tribes didn't have the capacity to run their own administrations, and they looked to the
39 Council as a consortium for guidance. The governors of the pueblos are able to come
40 together to develop programs for pueblo members.
41

42 The Council backs runs the Peacekeepers Domestic Violence program, providing services
43 to victims who are Native American or who are being victimized by a Native American
44 and to offenders who are Native American or who are victimizing a Native
45 American. They seek to raise awareness of domestic violence by offering the following
46 services advocacy support, training and awareness programs, crisis intervention, and legal
47 assistance.
48

49 The Council also runs the Office of Environmental Technical Assistance (OETA) to assist 22
50 Pueblos and Tribes in New Mexico and Texas in promoting the enhancement of

1 environmental resources, environmental health and in the protection of tribal lands from
2 environmental hazards and pollutants. The Council also promotes higher education and
3 sponsors scholarships, WIC, employment training, and programs that aid pueblo members
4 in obtaining health insurance, as well as others.

5
6 The Circle of Life Behavioral Health program provides adult and adolescent outpatient
7 services as well as maintaining the New Moon Lodge, an inpatient facility with up to
8 fifteen beds for adult Native American males. The New Moon facility is always full,
9 demonstrating the dire need for residential behavioral health treatment. Unfortunately
10 there is no facility for females at this time. The Butterfly Healing Center in Taos maintains a
11 bed capacity for 15 Native American male and 10 females from the various tribes.

12
13 There are gambling addiction services as well as Medicaid application and public
14 assistance services. The Council has offices in Albuquerque, Espanola, and Taos. The
15 Council provides childcare assistance programs in six of the pueblos. They fund six
16 families that take care of children in the pueblos, and also offer a Head Start program to
17 provide early childhood education to the children of the northern Pueblos.

18
19 The Council's Food Distribution Program is a federal program that provides nutritional
20 foods to low-income native and non-native households residing on a reservation and to
21 households living in approved areas near a reservation that contain at least one person
22 who is a member of a federally-recognized tribe.

23
24 Gil Vigil gave credit to Jovanna Archuleta for the development of the Art & Farmers Market
25 that was held back in October. It was the first annual event and they are planning on
26 holding another this year. They are working on a grant that will allow for the funding of
27 advertising for the second Market.

28
29 For future endeavors, Mr. Vigil expressed concern for the veterans of northern New Mexico
30 and the pueblos. He has attended several veterans conferences focused on providing
31 assistance to veterans, but there is too much bureaucracy to deal with and the veterans get
32 frustrated trying to see anything done. The Council is looking to open an office and employ
33 Veteran Services Officers (VSOs) to help the veterans to obtain the benefits they deserve
34 without having to fight with bureaucracy in order to do so. The Council believes it is very
35 important to help veterans utilize the services they have earned when they chose to serve
36 their country.

37
38 Mr. Vigil also stated that the Council is working on compiling a portfolio that he would like
39 to present to the RCLC when it is complete. That portfolio will present the history of the
40 ENIPC and the goals, objectives, and strategic plans of the Council as well as future
41 endeavors. He assured the board that he was staying in touch with Andrea and that he was
42 looking forward to working closely with her and the members of the RCLC.

43 44 **4. Board Member Action Items**

45 **a. Review Calendar of Engagement Opportunities**

46 Chair Trujillo asked the board to review the proposed 2016 potential opportunities for
47 travel and engagement. The Board had requested this schedule of potential engagement
48 opportunities at the November board meeting.

49 50 **5. Updates**

1 **a. Budget and Executive Director Services RFP Update from Brian Bosshardt**

2 Brian stated that the only change in the RCLC budget was payment for one month of
3 Executive Director Services. Behind the budget update is a copy of the RFP for the board
4 members to review. Proposals are due to Los Alamos by December 22. The proposals will
5 then be distributed to board members and the January meeting can potentially be used for
6 interviews depending on the number of proposals received.

7
8 **b. Executive Director Update from Andrea Romero**

9 Andrea informed the board that a lot was accomplished at the intergovernmental meeting
10 in New Orleans that took place before the Thanksgiving holiday. The groups that
11 participated include the Energy Communities Alliance that the RCLC is a member of, the
12 Environmental Council of the States, the National Association of Attorney Generals, the
13 National Conference of State Legislatures, the National Governor’s Association, and the
14 State and Tribal Government Working Group. Governor Loretto was in attendance and
15 Andrea included a list of priorities that were decided upon during the meeting. The five
16 major areas were decision-making, budget commitments, communication, process
17 improvements, and waste storage and disposal.

18
19 The ECA also held a meeting to talk about what they would be working on in the coming
20 year. The main areas of focus were engaging local governments and increasing budgets for
21 cleanup.

22
23 Mayor Alice hosted a meeting with Senator Martin Heinrich on the SCMC issue at the
24 Espanola City Council chambers where attendees heard from contractors, practitioners,
25 government advocates and Sen. Heinrich regarding the reality of contracting issues and
26 efforts to combat additional funds leaving New Mexico for SCMC procurement. Senator
27 Heinrich reiterated his commitment to addressing this issue and ensuring that we do try to
28 keep our procurement local and follow the progress on the changes.

29
30 Finally the board members had expressed interest in being participating players in the
31 Manhattan Project National Historical Park and Andrea attended a meeting about how that
32 park will be designated and what is going on so far in regards to planning. Andrea will
33 continue to liaise with those planners and keep the board informed. Governor Loretto
34 mentioned that at the intergovernmental meeting he learned from some of the Native
35 American tribes in Washington that they were displeased that they were not included in
36 the planning of the parks. He felt that the situation was similar in northern New Mexico
37 and he expressed his wish that the local tribes would participate more.

38
39 **G. Adjournment**

40 Chair Trujillo stated that no one was present for public comment and adjourned the
41 meeting at 3:33 p.m.

42 Attest:

43
44
45 _____
46 Commissioner Barney Trujillo, Chair

47
48
49 _____
50 Andrea Romero, Executive Director



REGIONAL COALITION OF LANL COMMUNITIES

City of Española – Los Alamos County – Rio Arriba County – Santa Fe County
City of Santa Fe – Taos County – Town of Taos – Ohkay Owingeh – Pueblo of Jemez

MEMORANDUM

Date: February 12, 2016
TO: Regional Coalition Board of Directors
From: Brian D. Bosshardt, Los Alamos Deputy County Manager
Subject: Approval of Services Agreement No. AGR2016-01 with Andrea Romero Consulting LLC for Executive Director Services

Recommended Action

I Move That the Board Approve Services Agreement No. AGR2016-01 with Andrea Romero Consulting LLC in the Amount of \$140,000, Which Amount Does Not Include New Mexico Gross Receipts Tax, For the Purpose of Executive Director Services For a Term to Begin March 1, 2016 and End February 28, 2018.

Background

The Regional Coalition issued Request for Proposals No 2016-01 on December 6, 2015, requesting Regional Coalition of LANL Communities Executive Director Services. Two proposals were received. The Board conducted interviews with both proposers on January 8, 2016 and chose to move forward with Andrea Romero Consulting LLC.

Ms. Romero served as the lead for the current Executive Director Services contract with JLH Media. The Board approved an Amendment to the JLH agreement on November 13, 2015 in order to bridge the gap in Executive Director Services, while issuing the RFP. The February 12, 2016 Board agenda also includes the termination of the JLH Services Agreement.

The proposed contract is identical in nature to the JLH Agreement including the scope of work, deliverables, and compensation. As written, it is a two (2) year agreement with the option of renewing for two additional one (1) year periods.

Attachments

A – AGR2016-01



REGIONAL COALITION OF LANL COMMUNITIES

**City of Española - Los Alamos County - Rio Arriba County - Santa Fe County
City of Santa Fe - Taos County - Town of Taos - Pueblo of Ohkay Owingeh
Pueblo of Jemez**

AGR16-01

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the Regional Coalition of LANL Communities, ("Regional Coalition"), and **Andrea Romero Consulting LLC**, New Mexico Limited Liability corporation ("Contractor"), to be effective for all purposes March 1, 2016.

WHEREAS, the Regional Coalition was created pursuant to a Joint Powers Agreement establishing the Regional Coalition of LANL Communities by and among the City of Española, the Incorporated County of Los Alamos, Rio Arriba County, City of Santa Fe, Santa Fe County, Town of Taos, and Taos County, under the authority granted by the Joint Powers Agreement, Sections 11-1-1 through 11-1-7 (NMSA) 1978, and as such is recognized as a political subdivision of the State;

WHEREAS, the Regional Coalition determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to the Regional Coalition for procurement of the services described in Section A, below ("Services") and the Regional Coalition issued Request for Proposals No 2016-01 ("the "RFP") on December 6, 2015, requesting proposals for Regional Coalition of LANL Communities Executive Director services as described in the RFP;

WHEREAS, Contractor timely responded to the RFP by submitting a proposal, dated December 22, 2015 ("Contractor's Response");

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

WHEREAS, Contractor will provide Executive Director Services to the Regional Coalition, as described below.

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

SECTION A. SERVICES:

- 1. Contractor Services.** Contractor is appointed and shall provide Executive Director Services for the Regional Coalition for the term of this agreement.

SCOPE OF WORK

The Contractor shall provide the following Executive Director Services for the Regional Coalition, which tasks shall include:

1. Assist the Regional Coalition in becoming a more effective advocacy organization;
2. Manage the Regional Coalition and help ensure all legal and financial responsibilities are met;
3. Advise the Board of Directors on strategic direction and policies, including legislative strategies to achieve the organization's mission;
4. Provide technical assistance; Summarize and analyze issues, and provide comment and advice as necessary or requested; Prepare technical memos and issue briefs as needed;
5. Serve as facilitator for Board meetings;
6. Develop and circulate agenda items and briefing memos for the Board meetings;
7. Prepare and distribute minutes of the Board meetings;
8. Make presentations to each participating member's governing body, at least annually, or as requested by Board members;
9. Maintain the website;
10. Negotiate and collaborate with outside entities, and convey and advocate for organizational policies, as directed by the Board;
11. Implement public information strategies;
12. Serve as spokesperson for the Regional Coalition with the Department of Energy, state, and federal agencies, the media and the public;
13. Monitor regional and national issues and coordinate with outside agencies on issues affecting Los Alamos National Laboratory;
14. Make monthly presentations to the Board and at other forums on a range of issues;
15. Represent the organization at local and national meetings as directed by the Board;
16. Prepare monthly updates on relevant congressional and DOE policies and actions;
17. Report progress on the strategic plan, and annually provide an updated plan for the Board's discussion and consideration;
18. Prepare the draft annual budget for the Board's consideration, and implement as appropriate;
19. Generate funds from a variety of sources to diversify revenue streams in support of continued operations; and,
20. Provide monthly updates to the Board regarding overall progress.

2. Deliverables.

1. On an annual basis, develop and present to the Board an Annual Report, which shall generally address the Regional Coalition's operations for the previous year including achievements, proposed plans for the upcoming year, a financial status summary including revenue projections and operating costs and any proposed changes to policies; and,
2. As requested, the Contractor shall provide a variety of written and/or electronic reports to the Regional Coalition Board of Directors.

SECTION B. TERM: The term of this Agreement shall commence on March 1, 2016 and shall continue for two years thereafter unless extended or sooner terminated as provided herein. At the sole discretion of the Regional Coalition, this contract may be renewed for two additional one (1) year periods, under the same terms and conditions, contingent upon the Regional Coalition appropriating funding. In no event, however, shall the term of the Agreement, including any and all extensions, exceed four (4) years from the initial effective date of the Agreement. The monthly fixed fee and other associated costs may be considered for an annual adjustment, if such is warranted.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** Los Alamos County, on behalf of the Regional Coalition shall pay compensation for the performance of the Services in a yearly amount not to exceed ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000), which amount does not include applicable New Mexico gross receipts taxes (NMGRT). Compensation and reimbursable expenses shall be paid in accordance with the rate schedule set out in Attachment A, attached hereto and made a part hereof for all purposes.
2. **Invoices and Payment.** Contractor shall submit itemized monthly invoices to the County of Los Alamos showing the amount of compensation due, the amount of any NMGRT, and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

3. Reimbursable Expenses. Reimbursement of travel costs shall be subject to the annual budget as approved by the Board and will be paid in accordance with the Regional Coalition's travel policy.

SECTION D. TAXES: Contractor shall be responsible for remittance of the NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of the Regional Coalition and will not be considered an employee of the Regional Coalition for any purpose. Contractor, its agents or employees shall make no representation that they are Regional Coalition 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 the Regional Coalition'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 the Regional Coalition to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the Regional Coalition 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 the Regional Coalition; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and 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 work described herein in accordance with a standard of care for performance of the Services that exceeds industry standards.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of the Regional Coalition as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the Regional Coalition. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the Regional Coalition.

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

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to the Regional Coalition. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to the Regional Coalition'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. The Regional Coalition requires Certificates of Insurance or other evidence acceptable to the Regional Coalition that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and

Automobile Liability Insurance shall name the Regional Coalition as an additional insured and provide that the Regional Coalition will be notified no less than 30 days in advance of cancellation.

1. *[General Liability Insurance. \$1,000,000 combined single limit per occurrence.]*
2. Workers' Compensation. In an amount as may be required by law. The Regional Coalition may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. Automobile Liability Insurance for Contractor and its employees: An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

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

SECTION K. 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 the 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. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, without regard to race, color, religion, sex, age, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend the Regional Coalition, its Board members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's negligent performance hereunder or breach hereof and the negligent performance of Contractor's employees, agents, representatives and subcontractors.

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

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of the Regional Coalition.

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

SECTION Q. 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.

SECTION R. TERMINATION:

- 1. **Generally.** The Regional Coalition may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of the Regional Coalition at the rate set out in Section C. Contractor shall render a final report of the services performed to the date of termination and shall turn over to the Regional Coalition all originals of all materials prepared pursuant to this Agreement.
- 2. **Funding.** This Agreement shall terminate without further action by the Regional Coalition on the first day of any Regional Coalition’s fiscal year for which funds to pay compensation hereunder are not appropriated by the Board of Directors. The Regional Coalition shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

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

Regional Coalition of LANL Communities:
County Manager
Los Alamos County
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

Contractor:
Andrea Romero Consulting
Andrea D. Romero, Principal
1101 Hickox Street
Santa Fe, New Mexico 87505

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on the Regional Coalition until approved in writing by both the Regional Coalition and the Contractor.

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

ATTEST

REGIONAL COALITION OF LANL COMMUNITIES

By: _____

By: _____

_____, a _____ corporation

By: _____

DATE

Exhibit "A" – Cost Proposal

2016 ARC COST OUTLINE FOR REGIONAL COALITION OF LANL COMMUNITIES	
TOTAL ANNUAL PROPOSED BUDGET	\$140,000
MONTHLY BUDGET	\$11,667
Salaries and Wages	\$10,250
Office Supplies	\$132
Reproductions	\$150
Internet and Tech Services	\$454
Insurance	\$181
Office Equipment	\$150
Outside Contracting	\$350

Exhibit "B"

**Certification Regarding Debarment, Suspension, and
Other Responsibility Matters – Primary Covered Transactions**

- (1) I or We, _____ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
 - (b) have, within a 5-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have within a 5 - year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit "C"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

The following definitions apply:

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

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

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contribution made to current elected members of the Board of the Regional Coalition of LANL Communities:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (position)



REGIONAL COALITION OF LANL COMMUNITIES

City of Española – Los Alamos County – Rio Arriba County – Santa Fe County
City of Santa Fe – Taos County – Town of Taos – Ohkay Owingeh – Pueblo of Jemez

MEMORANDUM

Date: February 12, 2016
TO: Regional Coalition Board of Directors
From: Andrea Romero, Executive Director
Subject: Approval of Services Agreement with Abelson Partners, LLC for Strategic Planning Meeting Facilitation Services

Recommended Action

I Move That the Board Approve Services Agreement with Abelson Partners LLC in the Fixed and Capped Amount of \$10,000, for the Purpose of Strategic Planning Facilitation and Related Services For a Term from February 12, 2016 to April 30, 2016, or Until Completion of All Deliverables.

Background

The Regional Coalition approved a budget for ‘Other Professional Services’ on June 12, 2015, approving funds for any meeting facilitation as it pertained to Strategic Planning for the Coalition. David Abelson worked with the Coalition in 2010 and 2014, drafting and facilitating a strategic plan for the Coalition. Brian Bosshardt and Andrea Romero discussed a proposed scope of work, discussed terms and agreed that David Abelson would be a great fit to aid in prepping for, facilitating, summarizing and concluding our upcoming strategic planning session.

David, head of Abelson Partners LLC, has proposed a \$10,000 budget for ‘Assisting Regional Coalition of LANL Communities develop strategic plan’ and related documentation required of that plan. The proposed submitted is identical in nature to his previously proposed work in 2011 and 2014, including the scope of work, deliverables, and compensation. As written, it covers all necessary work and deliverables required of getting a 2016 strategic plan drafted for approval.

Attachments

A – Abelson Partners LLC Project Budget, Work Scope, and Supporting Documentation

Abelson Partners, LLC

1400 Riverside Avenue
Boulder, Colorado 80304
(303) 859-1807
david@abelsonpartners.com
www.abelsonpartners.com

February 4, 2016

Ms. Andrea D. Romero
Executive Director
Regional Coalition of LANL Communities
1101 Hickox Street
Santa Fe, New Mexico 87505

Dear Andrea,

In follow up to our recent conversation with Brian Bosshardt, and in accordance with the direction of the Regional Coalition of LANL Communities' executive committee, attached is a proposed work scope and budget for the Regional Coalition's March 11, 2016, strategic planning session.

The work scope and budget track our conversation. I have also provided a budget justification. If I were to charge by the hour, including expenses, the likely fee would exceed \$13,000. I am instead proposing a fixed fee inclusive of expenses of \$10,000. That fee is the same I charged the Regional Coalition in 2014 for similar work, though the time required to complete this project will likely be more than the time needed in 2014.

I look forward to working with the Regional Coalition to help ensure that the work plan is strategic and identifies clear and achievable goals.

Please let me know what questions you have.

Regards,



David M. Abelson

Encls.

Abelson Partners, LLC

1400 Riverside Avenue
Boulder, Colorado 80304
(303) 859-1807
david@abelsonpartners.com
www.abelsonpartners.com

Project Budget and Work Scope

Compensation: \$10,000

Billing Schedule:

Upon signing of contract:	\$1,000
Upon completion of RCLC March 2016 retreat:	\$6,000
Upon completion of deliverables:	\$3,000

Work Scope:

1. Review 2014-2016 meeting minutes
2. Review Regional Coalition board packets, existing work plan, JHL reports, and other relevant documents
3. Review relevant analyses re: DOE decisions and regional economic development strategies
4. Hold conference calls with executive committee, executive director and others
5. Develop draft strategic plan
6. Develop meeting agenda and prepare for meeting
7. As available, meet with Regional Coalition members prior to the facilitated session.
8. Facilitate Regional Coalition meeting
9. Following meeting, revise strategic plan
10. Develop recommendations to executive director on next steps

Deliverables:

- a. Prior to meeting, submit draft strategic plan to executive director (for discussion and amendment at Regional Coalition meeting)
- b. Following meeting, revise strategic plan and submit to executive director
- c. Develop recommendations to executive director on next steps

The attached budget justification is submitted in support of this Project Budget and Work Scope. The fee will be fixed and capped at \$10,000, including expenses.

Abelson Partners, LLC
Supporting documentation for budget proposal

Project: Assist Regional Coalition of LANL Communities develop strategic plan and related issues
Prepared: February 4, 2016

<u>Work Items</u>	<u>Estimated Hours</u>	<u>Fee</u>
<u>Prior to Meeting in New Mexico</u>	40	\$ 6,000.00
Review 2014-2016 meeting minutes		
Review Regional Coalition board packets, existing work plan, JHL reports, and other relevant documents		
Review relevant analyses re: DOE decisions and regional economic development strategies		
Hold conference calls with executive committee, executive director and others		
Develop draft strategic plan		
Develop meeting agenda and prepare for meeting		
<u>3/9-10/16</u>	17	\$ 2,550.00
Travel to New Mexico; meet with Regional Coalition members		
<u>3/11/2016</u>	11	\$ 1,650.00
Facilitate Regional Coalition meeting; return to Colorado		
<u>Follow up</u>		
Revise strategic plan and submit to executive director	8	\$ 1,200.00
Develop recommendations for executive director on next steps	9	\$ 1,350.00
Subtotal	85	\$ 12,750.00
<u>Expenses</u>		
Hotel		\$ 800.00
Food		
Fuel		
Miscellaneous expenses		
TOTAL (estimated budget)		\$ 13,550.00

DAVID M. ABELSON

1400 Riverside Avenue, Boulder, CO 80304
(303) 859-1807 ~~ david@abelsonpartners.com

PROFESSIONAL SUMMARY:

An attorney with more than twenty years of experience in government and non-profit policy work. Extensive experience building coalitions, working with federal and local elected officials on a range of complex public policy and technical issues, developing and implementing strategic plans, designing and executing legislative strategies, analyzing land use protection issues, and raising operating funds. Skilled at managing a Board of Directors, working collaboratively with elected officials, and working with Members of Congress and with state and federal agencies. Excellent written, analytical, communication and project management skills. Admitted to the Colorado Bar.

WORK SUMMARY:

Managing Director

Abelson Partners, LLC

November 2003 – present

Abelson Partners is a Colorado-based government affairs, strategic planning, and organizational management firm specializing in complex public policy issues, local government representation, and non-profit management. Work includes:

- Advising clients on legislative strategies and communicating interests and goals with Congress and with federal and state agencies.
- Developing strategic plans to advance and expand the organizational mission.
- Engaging and expanding strategic partnerships.
- Implementing press and public involvement strategies.
- Managing annual budgets and work plans.

Partial client list: (see below for additional details)

Rocky Flats Stewardship Council
Regional Coalition of LANL Communities
Energy Communities Alliance
Southern Ohio Diversification Initiative
Western Resource Advocates
Western Energy Project

Executive Director

Rocky Flats Coalition of Local Governments

April 1999 – January 2006

- Directed all facets of a local government organization engaged on the suite of environmental, public policy, fiscal and technical issues related to \$7 billion cleanup of the Department of Energy's Rocky Flats nuclear weapons facility.
- Managed all elements of a seven member intergovernmental organization, including:
 - Developed and implemented strategic plans and annual budgets
 - Managed staff and consultants
 - Raised all operating funds

- Worked with a Board of Directors comprised of local elected officials in developing and securing favorable public policy decisions, developing and implementing legislative strategies, and directing Congressional efforts. Issues included:
 - Nuclear cleanup
 - Natural resource management
 - Federal appropriations
 - Waste transportation
- Represented elected officials both locally and nationally at meetings and conferences. Made presentations to elected officials, community members, agency staff and congressional staff.
- Worked closely with the Colorado congressional delegation, congressional committee staff, and federal agencies.
- Negotiated with the Department of Energy, Environmental Protection Agency, and Colorado Department of Public Health and the Environment a range of nuclear cleanup and long-term protection issues.
- Developed and directed the press strategy, and served as the organizational spokesman.
- Worked with both the private sector and public.

Deputy District Director/Congressional Assistant and Counsel

U.S. Representative David Skaggs

August 1995 – December 1998

- Directed the Congressman’s Rocky Flats and public lands recreation policy.
- Worked with and advised the Congressman and senior staff on appropriations and legislative issues, including nuclear weapons remediation and public lands recreation.
- Worked closely with federal, state, and local governments and agencies, and with non-profit organizations.
- Facilitated negotiations between the federal government and a local water authority over the operating agreement for a surface water protection system.
- Trained staff to develop policy recommendations for the Congressman.
- Represented the Congressman at meetings, participated in panel discussions, and made public presentations on nuclear cleanup and public lands recreation issues.

Publications:

- *Oil Shale 2050: Data, Definitions and What You Need to Know about Oil Shale in the West*, Western Resource Advocates, March 2012.
- *The Politics of Cleanup*, co-authored with Energy Communities Alliance, February 2007.
- *From Cleanup to Closure: The History of the Rocky Flats Coalition of Local Governments*, October 2006.
- *Water Rights and Grazing Permits: Transforming Public Lands into Private Lands*, University of Colorado Law Review, col. 65, no.2 (1994)
- *Takings Law: A Guide to Government, Property, and the Constitution*, co-authored with Kathleen C. Zimmerman, Land and Water Fund of the Rockies, January 1994

Education:

University of Colorado School of Law, J.D., May 1994

Honors: University of Colorado Law Review, Casenote and Comment Editor

Activities: Environmental Law Society

Hamilton College, B.A., May 1988

Additional Details about Abelson Partners Work

Rocky Flats Stewardship Council (March 2006 – present)

Serve as the Executive Director for a fourteen member governmental organization focused on the long-term management of the Department of Energy's Rocky Flats nuclear weapons facility. Responsibilities include developing and implementing the annual strategic plan and budget, working with the Board of Directors in developing policies related to human health and water quality protections, and all facets of managing the organization.

Regional Coalition of LANL Communities (2010, 2012, 2014)

Worked with local governments to establish the Regional Coalition of LANL Communities, a multi-jurisdictional organization focused on the remediation of and long-term funding for the Department of Energy's Los Alamos National Laboratory (LANL). Spearheaded the development of the Regional Coalition's mission, strategic focus and work plan, facilitated public Board of Directors meetings, and worked with the Washington D.C.-based advisor on the suite of federal policy and appropriation issues. Facilitated the Regional Coalition's 2014 retreat.

Energy Communities Alliance (2005 – 2007, 2010 – 2011, 2014)

Co-authored with Energy Communities Alliance (ECA) *The Politics of Cleanup*, an in-depth analysis of the success factors critical to the Department of Energy's success in remediating Rocky Flats and the Mound weapons facility. *The Politics of Cleanup* carefully and thoughtfully examines the often overlooked critical role of local communities, states, and tribal nations as partners with the Department of Energy in all aspects of facilities cleanup, including overcoming the many challenges that emerge. Worked with ECA member governments and professional staff in establishing local government priorities under the Department of Energy's Asset Reindustrialization Initiative.

Southern Ohio Diversification Initiative (2003 – 2008)

Advised the Executive Director on the development of the Stakeholder Advisory Committee and the Southern Ohio Diversification Initiative's engagement on the Department of Energy's Global Nuclear Energy Partnership. Developed strategic plans and budgets, designed the organizational structure, and developed and facilitated two community meetings.

Western Resource Advocates (February 2008 – October 2013)

Served as the oil shale and tar sands policy advisor for a regional non-profit conservation organization. Designed and implemented the project-specific strategic plan. Successes included working with federal and state agencies, Congress, national and regional conservation organizations, and others to secure a decision to protect more than 1.6 million acres of federal public land, while increasing vital environmental protections. Advised the President on strategic initiatives and other issues.

Western Energy Project (October 2013 – December 2015)

Direct the organization's oil shale work. Work with Congress and federal agencies to secure policy objectives, manage media work, and advise on the organization's strategic direction.

RCLC OPERATING BUDGET SUMMARY	February 2016 Update				
	Inception through 6/30/15 Estimated	Adopted Budget FY 16	Actual FY 16	Projected FY 17	Projected FY 18
Beginning Fund Balance					
Unassigned	\$0.00	\$255,515.12	\$255,515.12	\$342,366.37	\$334,521.37
Restricted DOE Funding	\$72,224.95	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00
Coalition Member Contributions					
City of Española	\$16,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
Los Alamos County	\$585,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
Pueblo of Ohkay Owingeh	\$10,000.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
Rio Arriba County	\$22,500.00	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00
City of Santa Fe	\$22,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Santa Fe County	\$28,500.00	\$15,000.00	\$10,000.00	\$15,000.00	\$15,000.00
Taos County	\$7,875.00	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00
Town of Taos	\$7,000.00	\$3,500.00	\$0.00	\$3,500.00	\$3,500.00
Pueblo of Jemez		\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
Total Member Revenues	\$699,375.00	\$115,500.00	\$83,500.00	\$117,000.00	\$117,000.00
TOTAL REVENUES	\$771,599.95	\$215,500.00	\$183,500.00	\$217,000.00	\$117,000.00
Expenditures					
Executive Director Services	\$480,055.54	\$168,000.00	\$94,148.75	\$168,000.00	\$168,000.00
Legal Services	\$324.56	\$500.00	\$0.00	\$500.00	\$500.00
Memberships & Subscriptions	\$1,900.00	\$1,000.00	\$0.00	\$8,345.00	\$8,345.00
Travel	\$23,708.94	\$30,000.00	\$0.00	\$30,000.00	\$30,000.00
Other Professional Services	\$10,000.00	\$15,000.00	\$1,500.00	\$17,000.00	\$17,000.00
Other Meeting Expenses	\$95.79	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Total Expenditures	\$516,084.83	\$215,500.00	\$96,648.75	\$224,845.00	\$224,845.00
Ending Fund Balance	\$255,515.12	\$255,515.12	\$342,366.37	\$334,521.37	\$226,676.37



Executive Director Update, February 12, 2016

Supply Chain Management Center (SCMC) Pilot

- Unsolicited proposal to DOE Environmental Management (EM) by Regional Development Corporation for regional SCMC pilot in NM was denied. EM stated, “no programmatic interest at this time” in funding the project.
- EM further stated opportunities the SCMC was “already taking to enhance small business opportunities,” including the following:
 - “Necessary manufacturer relationships and/or processes to meet the warranty and technical services need of the enterprise contractor locations.
 - Catalog capability consistent with the needs of sophisticated electronic ordering processes and systems.
 - Established processes and manufacturer relationships to deliver the required commodity or service.
 - Staff and infrastructure design commensurate with the size and scope of the opportunity sufficient to support the requirements across all authorized ordering sites.
 - Internal controls necessary to support audits and contractor location reporting requirements.”
- It added, “Consequently, supply chain management affects every aspect of an organization's operations and will fundamentally change how products and services are acquired over time for both small and large businesses. ”
- Response: We would like EM to actively participate economic development in some form, therefore we are disappointed by the decision not to support the pilot project, especially since it seemed DOE was openly encouraging RDC to apply for the funds. However, if they don't want to do the project, then what would they like to do within the realm of possibility?

SCMC Industry Day – February 17, 2015

- General idea: “Strategic Sourcing” or utilization of the SCMC by DOE and the General Service Administration (GSA), therefore DOE would like to increase community relations make it easier to communicate openly and transparently about their bidding process as to what they're looking for in a contractor.
- Industry Day is an opportunity for contractors and small business owners to to speak directly with commodity managers, and have direct contact (for the first time) with SCMC administrators. This is the largest opportunity of the year to understand forecasting for procurement as well as meet with Scott Bissen, director of SCMC.
- Businesses can maximize engagement and potential for success on this Industry Day by:
 - Speaking with Commodity Managers on why their business is the right one to provide goods and/or services to DOE
 - Prepare any and all questions on the process for SCMC approval

Manhattan Project National Park Project – Workshop, Development Process and Engagement

ISSUE BRIEF

February 2015



LEARN MORE

- [LANL poised to ramp up plutonium pit production, report says](#), SFNM, 1/15/16
- [New Options For Plutonium Pit Production At LANL](#), LA Daily Post 5/24/15
- [LANL Meets Plutonium Pit Production Goal](#), National Security Science

NMED/DOE Settlement Agreement

On January 22, 2016 Department of Energy (DOE) and the New Mexico Environment Department (NMED) initiated into a Settlement Agreement, where DOE provided NM \$74M, funding various projects throughout NM in response to permit violations at WIPP and LANL.

The Settlements paid by DOE come from from the LANL and WIPP violations to NMED permits after the breach of drum 68660 at WIPP, which originated at LANL. Per the agreement, NMED is to be kept abreast of progress made on corrective actions stipulated within the agreement on a monthly basis.

The agreements further require that DOE and its contractors implement the necessary corrective actions at both LANL and WIPP facilities in order to ensure safe and sustainable continued operations to resolve the State of New Mexico Environment Department's Administrative Compliance Orders issued in December of 2014, which totaled \$54.3 million in civil penalties. The agreement was signed by NMED, DOE, Los Alamos National Security (LANS), and the Nuclear Waste Partnership.

The Settlement Agreement (SA) states that LANL and NMED further agrees to consider forgoing penalties under the 2005 Consent Order Agreement which just expired in December, priming discussion for a new Consent Order TBD in March 2016. It also makes clear that the \$74M used by DOE to execute this Settlement Agreement will not detract from any of the operational environmental cleanup budget at LANL, or from the WIPP recovery budget.

HOW THE SETTLEMENT AGREEMENT AFFECTS THE REGION/COALITION

DOE Secretary Moniz stated, "The projects [DOE is] funding as part of this settlement are important investments in the health and safety of New Mexicans who work at or live nearby DOE facilities, and will enhance [DOE] operations." Since NMED will receive monthly updates on how progress is made, the Coalition hopes to be kept informed of all progress in accordance with the LANL compliance schedule.

The most direct benefits from the SA to the Region are: **≤\$12 million to improve DOE-owned transportation routes at LANL** used to ship transuranic waste to WIPP; **\$10 million to replace aging potable water lines and install metering equipment for LANL** potable water systems; **\$7.5 million to design and install engineering structures in canyons in and around LANL** to slow storm water flow and decrease sediment load to improve water quality; **\$2.5 million to fund increased sampling and monitoring capabilities for storm water runoff in and around LANL**, with the results of the sampling and monitoring to be shared with the public and NMED.

The Coalition was told that the SA was holding up discussions between on DOE and NMED on the 2016 Consent Order negotiations. We hope to see what comes of any preceding 2005 Consent Order (CO) penalties for not reaching expressed obligations within the original CO and look forward to updates on the 2016 CO to come.

Settlement Funds Distribution

- **\$34 million to help the N.M. Department of Transportation** to make necessary repairs to New Mexico roads used for the transportation of transuranic waste to WIPP in the southeastern portion of New Mexico. The first project is to repair the WIPP North Access Road, an approximately 13-mile stretch of road between Highway 62-180 and the WIPP site.
- **\$4 million to fund the construction of and equipment for an offsite emergency operations center near WIPP** to be operated by DOE.
- **\$1 million to fund enhanced training and capabilities for local emergency responders, in and around Carlsbad, NM**, including funding for training and exercises with local mine rescue teams.
- **Up to \$12 million to improve DOE-owned transportation routes at LANL** used to ship transuranic waste to WIPP.
- **\$10 million to replace aging potable water lines and install metering equipment for LANL** potable water systems.
- **\$7.5 million to design and install engineering structures in canyons in and around LANL** to slow storm water flow and decrease sediment load to improve water quality.
- **\$2.5 million to fund increased sampling and monitoring capabilities for storm water runoff in and around LANL**, with the results of the sampling and monitoring to be shared with the public and NMED.
- **\$3 million for agreements to conduct external triennial compliance reviews** of environmental regulatory compliance and operations at WIPP and LANL.



Plutonium Pit Production at LANL

ISSUE BRIEF

February 2015



LEARN MORE

- [LANL poised to ramp up plutonium pit production, report says](#), SFNM, 1/15/16
- [New Options For Plutonium Pit Production At LANL](#), LA Daily Post 5/24/15
- [LANL Meets Plutonium Pit Production Goal](#), *National Security Science*

A December 2015 report from the Defense Nuclear Facilities Safety Board (DNFSB) started a wave of curiosity in various stakeholder communities in and surrounding LANL as to whether or not plutonium pit production would commence at LANL.

'Plutonium pits' are considered to be the triggers for nuclear weapons located at the center of the device. In order to ensure proper stockpiling of weapons, often times replacement 'pits' are needed to maintain reliability, safety and security of a given stockpiled device.

The aforementioned DNFSB report indicated that the DOE had the go-ahead to build underground modules for new generation of plutonium pits. The document states that PF-4, a lab facility closed since 2013, could be reopened due to recent renovations to the facility.

DOE also approved LANL to manage 400 grams of plutonium-239, and 38.6 grams of plutonium-equivalent material up from 8.4 grams. In August 2011 when the pit mission was previously accomplished, a single pit required 700 employees, of which approximately 300 are dedicated full time to pit manufacturing, of whom are scientists and administrators to technical and clerical support.

The National Defense Authorization Act (NDAA) believes delaying plutonium pit production until 2030 will create "unacceptable risk to nuclear deterrence if production does not resume in FY2016.

HOW THE CHANGE AFFECTS THE REGION

Safety and security concerns are of the utmost importance to the Coalition, in that those who are both handling and living around the materials are wholly secured from any potential contamination or exposure. Various stakeholder groups have criticized the DNFSB report's approval of the 100-fold increase to plutonium-239 exposure. The proposed facility for resuming plutonium pit production is just over 3,000 feet of the nearest "maximally-exposed offsite individual" (MEOI) or the nearest known dwelling and/or person outside of LANL property. The MEOI in question is the 'Royal Crest' a mobile home community, host to several dozen homes. The Coalition would like to best understand the contamination risk, regulation over production, storage and waste remediation, and environmental and standards in which the facility and the product thereof will be overseen.

Regional Coalition Interests

As it pertains to the future mission objectives in plutonium pit production at LANL, the Regional Coalition has a vested interest in the actualization of the following:

- Safety and security of all Lab personnel partaking in any plutonium pit production
- All safety and security standards are met and/or exceeded when handling the substance
- Proper control, maintenance and disposal and control options of plutonium



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January 14, 2016

Dr. Monica Regalbuto
Assistant Secretary for Environmental Management
United States Department of Energy
1000 Independence Ave. SW
Washington, DC 20585

RE: 2015 Intergovernmental Meeting Action Items

Dear Dr. Regalbuto,

On behalf of the Energy Communities Alliance (ECA), I would like to thank DOE for supporting the 14th Combined Intergovernmental Meeting. This important yearly gathering provides opportunities for increased communication and coordination with DOE and states, tribes, and local governments affected by the ongoing cleanup of the nuclear weapons complex. ECA members always appreciate the opportunity to hear from and interact with senior DOE officials, leadership from the Office of Environmental Management (EM), and others from relevant federal agencies.

Creating a Clear and Consistent EM Message

One of the major takeaways from this year's meeting was the need to improve communication efforts with the public on the importance of EM cleanup. ECA has raised this issue in the past and asks that an effective communication plan be shared with local, state, and tribal governments in an effort to communicate and build support for the EM cleanup mission beyond the normal constituents. Clear messaging should be a priority for EM and our communities. EM must be at the forefront in articulating a message designed to engage Congress and the public beyond the eleven states in which EM operates. *Most importantly, EM must provide these messaging tools across the complex.* Each of the intergovernmental groups represented agreed and reiterated their commitment to helping EM develop this message.

Participants were pleased to hear from EPA Acting Deputy Administrator Stan Meiburg, who described cleanup as a collective responsibility that we must all work to resolve. Meiburg invoked this sense of responsibility by telling the history of the nation's nuclear weapons development, including the difficult decisions made to protect the country during WWII, which led to the legacy cleanup issues that DOE and communities face today.

Budgeting and Transparency

One of the issues raised by participants was transparency in the budget process. ECA continues to stress to EM the importance of utilizing and communicating realistic budget numbers to our communities. State, tribal, and local government officials continue to hear about conflicting deadlines, leading many to question the validity and integrity of EM's proposed project milestones. When community stakeholders inquire about DOE's proposed timelines, the traditional response is all too familiar concerning unknown funding levels. Our communities understand the difficulty in requesting a compliant budget from Congress, and we appreciate the commitments and efforts made by DOE. However, at some sites, neither local nor state governments agree with EM's cleanup assumptions for lifecycle costs. EM must openly communicate the actual full cost of cleanup at all sites and continue to address the concerns at the sites that do not agree with EM's figures.

Cleanup Agreements with States and EPA

ECA appreciates the formal dialogue between EPA and EM. Commitments made between DOE and regulatory agencies in the past were optimistic and, in many cases, unrealistic due to technical challenges and unanticipated cost escalations. Milestones are also contingent on adequate funding from Congress. Our communities encourage DOE and regulators to agree on an actionable path forward for each site that is aggressive but realistic. The EM program should have a plan that allows each site the opportunity to successfully remediate legacy waste while positioning communities to move forward.

At the Intergovernmental Meeting, state representatives identified their willingness to work on a resolution to current impasses faced by EM around the country in order to move forward on a national cleanup plan. ECA hopes to see EM lead this effort on a resolution.

Evaluating Risk Reports

ECA does not believe that federal dollars should be spent on risk reports that do not take into consideration local governments' cleanup goals. Local government entities must be involved in the analysis of risk reduction from start to finish. This means the parties that DOE pays to undertake risk reports must include input from local governments. Furthermore, DOE should not pay for studies that create conflict related to future cleanup. Instead, studies should foster scientific understanding of cleanup issues and options.

The recent studies that DOE funded created significant conflict. According to many states, tribes, and local governments these studies resulted in wasted time and resources. In fact, DOE-EM was asked not to continue to fund certain studies several times during the Intergovernmental Meeting. ECA believes that DOE should review its reasons behind undertaking these studies and communicate with states, tribes, and local governments on the study's goals before hiring non-profits to conduct multi-million dollar reports that do not seem to be useful.

Once again, we thank DOE for facilitating the Intergovernmental Meeting. We hope to continue to build our working relationship and remain confident that EM and the entire DOE leadership will listen to the communities ECA represents. We especially want to thank DOE leadership for participating in this year's meeting, which led to very good dialogue on moving forward with one of the most difficult jobs in government – cleaning up the nation's cold war legacy.

If you have any questions or you would like to discuss further, please contact Seth Kirshenberg, ECA Executive Director, at (202) 828-2317.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Smith", with a long horizontal flourish extending to the right.

Chuck Smith
Chairman, Energy Communities Alliance
Councilmember, Aiken County, SC

Cc: Honorable David Klaus, Deputy Under Secretary for Management and Performance,
Department of Energy
Stan Meiburg, Acting Administrator, Environmental Protection Agency
Charlotte Bertrand, Acting Director, FFRRO Organization, Office of Solid Waste and
Emergency Response
Environmental Council of States
The National Governors Association
The National Conference of State Legislatures
State and Tribal Government Working Group
The National Association of Attorney Generals
Energy Community Alliance Board Members



SMALL BUSINESS INFORMATION MEETING

FEBRUARY 18, 2016 | ALBUQUERQUE CONVENTION CENTER
401 2ND STREET NW, ALBUQUERQUE, NM

8:30 AM | Networking and Attendee Check-in

9:30 AM | Welcome **Mark Holecek**, NNSA Kansas City Field Office Manager Brazos Meeting Room 115

9:35 AM | Opening Remarks **Martin Heinrich**, U.S. Senator (D-NM)
Tom Udall, U.S. Senator (D-NM)
Michelle Lujan Grisham, U.S. Representative (D-NM)
Steve Pearce, U.S. Representative (R-NM)
Ben Ray Lujan, U.S. Representative (D-NM)
Lt. Gen Frank Klotz USAF (Ret.), NNSA Administrator
Scott Bissen, Supply Chain Management Center Director

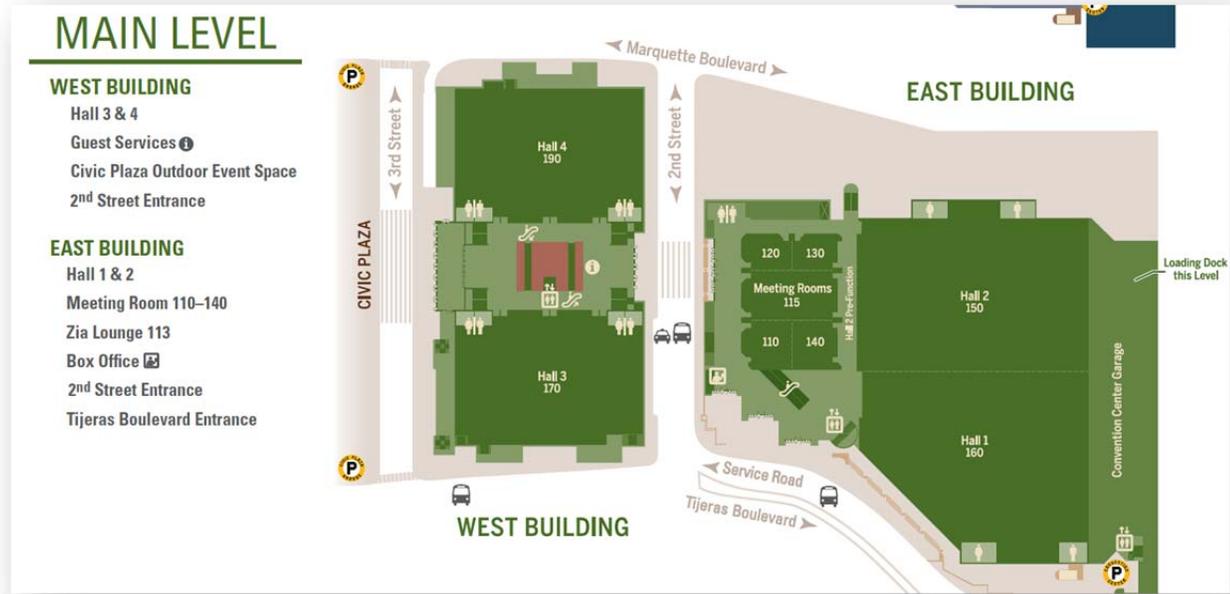
10:30 AM | Small Group Sessions

	Industry Partner Networking Galisteo Meeting Room 110 Networking with Sandia National Laboratories, Los Alamos National Laboratory, Small Business Administration, DOE Environmental Management, NNSA, and others.	Commodity Manager 1:1 Dona Ana Meeting Room 120 Forum to discuss business capabilities with SCMC Commodity Managers. Appointment schedule on reverse.	SCMC Overview and Q&A Aztec Meeting Room 140 General overview to provide insights into what it means to be a strategic partner and address frequently asked questions.
10:30 am - Noon	Open Networking	10 minute sessions by assignment	10:30 am - 11:10 am session 11:20 am – 12:00 pm session
Noon – 1 pm	LUNCH BREAK *	LUNCH BREAK *	LUNCH BREAK *
1:00 pm – 2:30 pm	Open Networking	10 minute sessions by assignment	1:50 pm – 2:30 pm session
2:30 pm – 3:00 pm	BREAK	BREAK	BREAK
3:00 pm – 4:30 pm	Open Networking	10 minute sessions by assignment	3:00 pm – 3:40 pm session

** Lunch will not be provided at the event. Several restaurants are within walking distance to the Convention Center.*

4:30 PM | Closing Remarks **Scott Bissen**, Supply Chain Management Center Director Brazos Meeting Room 115

Convention Center Map



Commodity Manager 1:1 Appointment Schedule – Dona Ana Meeting Room 120

10:30 - Noon 1 on 1 Sessions									
Table	10:30-10:40	10:40-10:50	10:50-11:00	11:00-11:10	11:10-11:20	11:20-11:30	11:30-11:40	11:40-11:50	11:50-12:00
1	Almeria Analytics	Total Asset Managers, LLC	Circuit Doctor Inc	Westwind Computer Products	Border States	LMATA Government Services, LLC	3JK Engineering Consultants, LLC	M.A.E., Inc.	GEM-EXCEL
2	Banda Group International, LLC.	CANIV TECH INC	Jack's Mechanical Solutions, Inc.	BESTstaff, Inc.	Burgos Group, LLC	Welch Equipment Company	ATA Services, Inc.	Davis Innovations, Inc.	Jaguar Precision Machine LLC
3	SDVO E-Com, LLC	Essential Safety Products	Keystone International	Connections Wizards LLC	Data-Scribe	Manufacturing Technologies Inc	Designed Power Associates	Ecosphere Environmental Services	NCS Engineers
4	Ecosystem Management Inc	Express Employment Professionals	Libration Systems Management, Inc.	HR Efficient	JMC Associates	McFarland Technology Inc.	Fort Sill Apache Industries	Four Winds Mechanical	MJM Consulting, LLC
1:00- 2:30 1 on 1 Sessions									
Table	1:00-1:10	1:10-1:20	1:20-1:30	1:30-1:40	1:40-1:50	1:50-2:00	2:00-2:10	2:10-2:20	2:20-2:30
1	AC New Mexico	Honstein Oil	Metis Technology Solutions Inc.	Alpha Southwest, Inc.	Cybernetics	Precision Prototyping & Machining ("PPM")	Abba Technologies, Inc.	COMPA Industries Inc	Payne Consulting, Inc.
2	Tsay Federal Contracting Group	Intelligent Design Services	National Heating & Ventilating	Avmoda Technologies LLC	Elite Power and Recovery Inc.	Roy's Design and Prototype	Applied Research Associates, Inc.	Current-C Energy Systems, Inc.	SecurityUSA
3	LoadPath	Management Sciences, Inc.	New Mexico Products, Inc.	IMCF, Inc. dba Fernandez Consulting Services	RiskSense, Inc.	S. Wright & Associate Technologies	Engineered Equipment Sales and Testing	Records and Data Management, Inc.	SET Inc.
4	Marron and Associates, Inc.	Mechtronic Solutions, Inc.	OptimoJoe	Penny Design, LLC	Pumps & Service	QA Engineering	HukariAscendent, Inc.	Rapid Supply	Rio Grande Travel
3:00 - 4:30 1 on 1 Sessions									
Table	3:00-3:10	3:10-3:20	3:20-3:30	3:30-3:40	3:40-3:50	3:50-4:00	4:00-4:10	4:10-4:20	4:20-4:30
1	POD, Inc.	Scoggin Mechanical Industries, Inc.	Southwest Water Conditioning, Inc. d.b.a. Culligan	Valley Equipment Repair and Welding	WESTECH International, Inc.	LunaTek LLC	Bogue Machine Company	Technology Integration Group	Alpine Fire Safety Systems, Inc.
2	Santa Fe Computer Supplies Inc.	Technology Management Company, Inc.	TechSource, Inc.	Los Alamos Technical Associates	ABA Industries, Inc.	Alpha Runners	Improve Group Inc	Van Citters: Historic Preservation LLC	Jack's Mechanical Solutions, Inc.
3	E2 Engineering Consulting, Inc.	Spectra Tech, Inc.	Barnhill Bolt Co., Inc.	Ward Bower Innovations LLC	Zia Engineering & Environmental Consultants, LLC	APACA Moving & Storage	SICORP, Inc	A2Z Promo Zone	Quality Program Compliance Services
4	Space Technology Research, LLC	ACIS	Trinitek Services, Inc.	Architectural Research Consultants, Inc	Advanced Logistics Support Corporation	Zinv LLC	TechFlow Inc.	itsQuest	Jet West Geophysical Services, LLC



REGIONAL COALITION of LANL COMMUNITIES

News Articles of Interest

U.S. Department of Energy and New Mexico Finalize \$74M in Settlement Agreements for Nuclear Waste Incidents of 2014

January 22, 2016 - Washington, DC — Today, the New Mexico Environment Department, the U.S. Department of Energy (DOE) and its contractors signed two settlement agreements to resolve the State of New Mexico Environment Department's claims against DOE and its contractors related to the February 2014 incidents at the [Waste Isolation Pilot Plant \(WIPP\)](#) in Carlsbad and the associated activities at [Los Alamos National Laboratory \(LANL\)](#).

Under the agreements, which provide funding and scheduling parameters for a set of Supplemental Environmental Projects (SEPs) in both the Carlsbad and Los Alamos communities, New Mexico's roads, water infrastructure, and emergency response infrastructure will receive critical improvements. The finalized settlement agreements are based on the State of New Mexico's and DOE's [General Principles of Agreement](#) signed by the parties on [April 30, 2015](#).

"LANL and WIPP are critical assets to our nation's security, our state's economy, and the communities in which they operate," said New Mexico Governor Susana Martinez. "The funds New Mexico will receive through this agreement will help ensure the future safety and success of these facilities, the people who work at them, and their local communities. We look forward to continuing to work with the federal government to ensure the safety and success of both LANL and WIPP."

"We are pleased to resolve the Administrative Compliance Orders so that we can continue to focus full attention on resuming and improving our waste management operations at the Waste Isolation Pilot Plant," said U.S. Secretary of Energy Ernest Moniz. "The projects we are funding as part of this settlement are important investments in the health and safety of New Mexicans who work at or live nearby DOE facilities, and will enhance our operations."

These projects, estimated at a total value of \$74 million, include approximately:

- \$34 million to help the N.M. Department of Transportation to make necessary repairs to New Mexico roads used for the transportation of transuranic waste to WIPP in the southeastern portion of New Mexico. The first project is to repair the WIPP North Access Road, an approximately 13-mile stretch of road between Highway 62-180 and the WIPP site.
- \$4 million to fund the construction of and equipment for an offsite emergency operations center near WIPP to be operated by DOE.
- \$1 million to fund enhanced training and capabilities for local emergency responders, in and around Carlsbad, NM, including funding for training and exercises with local mine rescue teams.
- Up to \$12 million to improve DOE-owned transportation routes at LANL used to ship transuranic waste to WIPP.
- \$10 million to replace aging potable water lines and install metering equipment for LANL potable water systems.
- \$7.5 million to design and install engineering structures in canyons in and around LANL to slow storm water flow and decrease sediment load to improve water quality.
- \$2.5 million to fund increased sampling and monitoring capabilities for storm water runoff in and around LANL, with the results of the sampling and monitoring to be shared with the public and NMED.
- \$3 million for agreements to conduct external triennial compliance reviews of environmental regulatory compliance and operations at WIPP and LANL.

The agreements further require that DOE and its contractors implement the necessary corrective actions at both facilities in order to ensure safe and sustainable continued operations to resolve the State of New Mexico Environment Department's Administrative Compliance Orders issued in December of 2014, which totaled \$54.3 million in civil penalties. The agreement signed by NMED, DOE, Los Alamos National Security and Nuclear Waste Partnership was signed and executed today and is available at:

- [LANL Settlement Agreement](#)
- [WIPP Settlement Agreement](#)



REGIONAL COALITION of LANL COMMUNITIES

News Articles of Interest

Richardson: Weapons grade plutonium at WIPP bad policy - January 10, 2016

New Mexicans and anyone else who cares about the safe reopening of the Waste Isolation Pilot Plant near Carlsbad should be concerned about recent reports of plans to move tons of dangerous nuclear weapons-grade plutonium to WIPP, and overwhelm WIPP's capability to clean up Cold War waste from sites in Washington, Idaho and elsewhere.

This is not a good idea for a variety of reasons, but mainly that WIPP is not suitable to be a high-level waste dump and New Mexico has done its share of accepting nuclear waste.

By now, most people are aware that there is no firm and verified reopening date for WIPP, the nation's only underground nuclear waste repository. WIPP has been closed since February 2014, first because a truck caught fire, and then a container drum burst underground, releasing radioactivity to the surface.

As a congressman, I opposed White House efforts to administratively withdraw public land for WIPP. In 1992, we passed the WIPP Land Withdrawal Act which provided for both safety standards and a mission restricted to low level waste.

WIPP opened 16 years ago with my approval as secretary of energy, but only to accept low-level defense "transuranic waste," or TRU, which is mainly contaminated gloves, tools, rags, assorted machinery and sludge.

Since its opening, WIPP has fulfilled its purpose and the towns of Carlsbad and Hobbs have been responsible and worthy stewards. To shoulder WIPP with a highly charged new role makes no sense at a time when WIPP needs to fix its current problems.

Of great importance today, Congress limited WIPP's capacity to 175,600 cubic meters. That was the deal with New Mexico – fixed and forever. Or so we thought.

There are disturbing reports that some in the Department of Energy are attempting to alter WIPP's vital focus by canceling the "Mixed Oxide Fuel Fabrication Facility" (MOX), a major nonproliferation project between the United States and Russia, signed under my watch as secretary, which is nearly 70 percent complete in South Carolina.

Each country agreed to destroy at least 34 metric tons of plutonium from dismantled nuclear weapons – enough for about 17,000 warheads. MOX would combine the plutonium with low-grade uranium to make fuel that's "burned" to generate electricity.

But the Bush administration rushed MOX's construction when its design had just started. Hundreds of DOE-ordered changes followed, and costs predictably rose. Though MOX is solidly on track, DOE now has buyer's remorse and would like to send the 34 metric tons of plutonium from U.S. nuclear weapons to WIPP for permanent disposal in New Mexico.

The problem is there isn't any room left at WIPP, since only 19,000 cubic meters of space are left over from what's been reserved by TRU waste from Washington state, Idaho, and by our labs in New Mexico. MOX plutonium, along with its containers, would require, at minimum, an additional 34,000 cubic meters of capacity – and that easily blows through what Congress required in 1992.

There is a very important reason to limit nuclear material underground in a fixed space such as WIPP – a recent analysis has raised more troubling questions about placing so much plutonium from nuclear weapons in such a tight space. There are very real safety issues that must be studied to ensure a nuclear fission reaction doesn't occur.

Those at DOE who want to cancel the MOX project ignore the problems and analyses, leaving it all to be solved at some point in the future.

DOE released another study, that to its credit found MOX viable, even at low funding levels, but still recommended WIPP. Problems weren't ignored this time, but solutions appeared by magic.

The report assumed many things: Congress would willingly change the law, WIPP would easily be enlarged, and the Russians would happily renegotiate the PMDA. Clearly, scientists and engineers don't know much about politics and international nonproliferation agreements.

It would take years, maybe decades, for a divided Congress and a skeptical New Mexico to accept such a scenario, and if the Russians agree to renegotiate the nonproliferation agreement in question, it would come at a very high price for the U.S.



REGIONAL COALITION of LANL COMMUNITIES

News Articles of Interest

New Mexico could change WIPP's accounting so only the volume of the waste, and not its containers, counts against the cap. But WIPP's Environmental Impact Statement is based on its radioactive inventory. Even after 1,000 years, the added MOX plutonium would still cause WIPP to exceed its EIS curie basis by 430 percent.

New environmental analyses and litigation would start again and compromise the core mission of cleaning up our own Los Alamos waste. This is not smart.

What does not make fiscal sense is abandoning \$4.5 billion in construction costs at MOX, but also a key nonproliferation agreement with Russia that is actually working.

Let's finish MOX and not saddle WIPP with fanciful notions of vastly expanding and burdening its real mission. That is the best option.

Bill Richardson is a former two-term governor of New Mexico and served as secretary of energy and ambassador to the United Nations during the Clinton administration.

Robert Gibson: LANL Contract Change Merits Attention More Than Worry

Here we go again. Another change in the LANL management contract is coming in two to three years. What can we expect? What can we do about it?

Few would claim that the Lab has been more productive under LANS than its pre-2006 predecessor, UC. How fault should be apportioned among this particular management team, the for-profit business model, or DOE's bureaucratic oversight is debatable. The first will change, the second may or may not. The third won't.

In any case, the sun will keep rising. Virtually all employees, with the exception of some senior managers, will keep their jobs and their paychecks. Benefits already earned should be protected.

There are clouds. Employee benefits going forward will warrant close watching. The direct issue for retirees is whether the Lab will continue to pay the largest portion of health insurance premiums as it always has but is not bound to.

During the last contract transition a decade ago, the people of Los Alamos were strongly supported by our two U.S. senators. They both supported the Lab and its people (which are the Lab, after all) and had the seniority and political clout to positively influence the contracting on our behalf. That is less true today.

In spite of the continuity that can be expected, uncertainty itself will affect people during this transition period. Stress will rise, with its attendant emotional, mental, and physical effects on individuals and those around them.

People will tend to conserve their resources. Local retail businesses, collectively always struggling, will likely experience yet another pinch.

The one potentially large collateral effect of the contract change would be to our county government. Well over half its general fund revenues come from LANS. While not real likely, the next LANL contractor could be a non-profit entity, like UC was. If so, county government revenues would fall dramatically. Of course, county government functioned quite effectively for many years before 2006 on much less money. Transition back to more modest spending levels, if it becomes necessary, would not be easy or pretty. It would require our elected leaders to make the kinds of hard choices they hate.

The state government would also see a revenue drop if the next contractor is non-profit. Its loss would be of order one percent of the state budget. That is noticeable, but not dramatic.

While most decisions will be made behind closed doors in Washington, we are not helpless.

When the dust settles, the Lab will still be here. It and its people will still have work to do. For most of the community, the uncertainty during the next couple years will be the biggest problem. We need to take care of ourselves. We need to watch the contract negotiations closely, as we did last time. We need to continue to support our local businesses.

We also need to watch our county and state governments to make sure they represent our best interests in this transition, which may well include a return to a non-profit contractor, even if it means leaner times for them.



REGIONAL COALITION of LANL COMMUNITIES

News Articles of Interest

Once again, we are reminded of our fundamental need for true economic and intellectual base diversification to reduce our singular dependence on LANL. It would strengthen the community and buffer inevitable future changes at the Lab.

Mr. Moniz's Nuclear Warning

Wall Street Journal, January 12, 2016, [LINK](#)

North Korea's nuclear test last week is a reminder that we're living in a new era of nuclear proliferation. Now comes a warning from U.S. Energy Secretary Ernest Moniz that the Obama Administration is neglecting America's nuclear umbrella.

In a Dec. 23 letter that hasn't been publicly reported, Mr. Moniz asked White House budget director W. Shaun Donovan to reconsider the fiscal 2017 budget proposal due to Congress by Feb. 2. "It would not be responsible to submit a budget with such obvious programmatic gaps," he writes. Without an additional \$5.2 billion for out-years 2018 to 2021, the budget will "lack credibility with Congress and stakeholders" and "fuel uncertainty" within the Energy Department's National Nuclear Security Administration (NNSA).

Mr. Moniz went on to note that "a majority of NNSA's facilities and systems are well beyond end-of-life." Also, "infrastructure problems such as falling ceilings are increasing in frequency and severity," as more than 50% of facilities are at least 40 years old and nearly 30% date to World War II. "The entire complex could be placed at risk if there is a failure where a single point would disrupt a critical link in infrastructure." Yet the White House is set to request only half the funding needed for facilities between 2018 and 2021.

Higher-tech parts of the system are struggling, too. "There has been a steady decline in the performance of the nuclear weapons computer codes needed to ensure the safety, security, and reliability of the nuclear stockpile," Mr. Moniz wrote, but the current budget seeks less than a third of what's needed, despite an executive order on "strategic computing" issued six months ago.

He added that uranium-enrichment programs and satellite systems are short some \$715 million.

"Failure to address these requirements in the near term," he warned, "will put the NNSA budget in an untenable position" by fiscal 2018. Energy Department officials didn't respond to our requests for comment.

Mr. Moniz was Secretary of State John Kerry's wingman in negotiating the nuclear deal with Iran, so he's hardly a critic of Administration policy. Yet as even he is forced to note, "Events elsewhere in the world reaffirm the seriousness of the threat environment in which we live and underscore the need for a credible nuclear security program portfolio."

President Obama entered office seeking to cut U.S. nuclear stockpiles in hopes of gaining "greater moral authority" against Iran and North Korea. In the 2010 New Start Treaty with Russia, he agreed to a 30% cut in warheads. The Senate ratified the treaty only after then Senator Jon Kyl secured a promise from Mr. Obama to modernize U.S. warheads and facilities.

Yet modernization budgets fell and crucial programs were delayed, including for replacement of aging Ohio-class nuclear-ballistic-missile submarines and construction of new plutonium-handling facilities. Washington's arms-control champions have blocked new warhead construction and testing, so U.S. designs are decades old. Their reliability is assessed by computer simulations, not physical tests.

Modernization funding has risen since 2014, but Mr. Moniz's letter shows how much is still needed—and how low an Administration priority it remains. As former Secretary of Defense Bob Gates told Congress last autumn, the President's "political aspiration" is "to get rid of nuclear weapons," so he failed even in "trying to make the ones that we already have more reliable and safer."

This means the burden of preserving America's nuclear deterrent will fall to Mr. Obama's successor. In a recent debate, Republican frontrunner Donald Trump seemed to be unaware of America's "nuclear triad" of missiles based on land, in submarines and on planes. Hillary Clinton told a questioner in Iowa last week that spending a trillion dollars on nuclear modernization over 30 years "doesn't make sense to me."

Somebody needs to be serious about nuclear deterrence, and Mr. Moniz's letter is a warning that the task is urgent.



Regional Coalition of LANL Communities

Meetings at a Glance – March, April, May 2016

MEETING DATE	POTENTIAL BUSINESS ITEMS	POTENTIAL BRIEFING ITEMS
March 11th 9:00-1:00p Santa Fe Convention Center, Nambe Room	ANNUAL STRATEGIC PLANNING SESSION (no public comment) Continental Breakfast and catered lunch will be provided.	
April 8th 9:00-11:00a Española City Council Chambers	<ul style="list-style-type: none"> • Approve Strategic Plan • Approve travel for Board Members in May for ECA 	<u>RDC</u> Update on Industry Day and local contractor potential <u>EM-LA</u> Danny Katzman in-depth presentation on Chromium Plume
May 13th 9:00-11:00a Town of Taos Council Chambers	<ul style="list-style-type: none"> • ECA Peer Exchange – Washington, DC, May 2016 (dates TBD) • ECA joint travel advocacy for EM Budget 	<u>LANL</u> Environmental Communication & Public Involvement Understanding <u>NNSA</u> Update from LANS on Community Commitment Plan funding decision

Issues to watch:

- Environmental Management Approval of LANL Cleanup Lifecycle Baseline Cost
- WIPP Recovery and Reopening dates
- Chromium Plume Campaign
- RDX Explosives Cleanup Campaign
- Other Environmental Campaign Priorities
- Consent Order conclusion of 2015 and new proposal for post-2015
- 2016 Community Commitment Plan funding and execution
- LANL Major Subcontractor – SCMC and procurement issues, clean up revamping efforts
- Economic Development Priorities
- Federal Manhattan Park Construction and Content Planning
- DOE funding for FY17
- REDI and REDI Net Updates
- Jobs and Workforce at LANL