
**Access Agreement
with the County of Los Alamos for
Conducting Environmental Monitoring
at Los Alamos Airport,
Los Alamos, New Mexico**

EXHIBIT A, NUMBER 26

Approved 
Anthony Mortillaro, County Administrator
(or Designee)

9/27/10
Date

This page intentionally left blank.

EXHIBIT A - NUMBER 26

**Access Agreement
with the County of Los Alamos for
Conducting Environmental Monitoring at Los Alamos Airport,
Los Alamos, New Mexico**

LANL Program Office: WES-EDA, Environmental Surveillance Team

LANL Team Member: Bill Eisele, (505) 667-0295

DOE Team Member: Cassandra Begay, (505) 665-4246

Property Description: County of Los Alamos,
Los Alamos Airport, just north of fence along NM 502
(refer to Figure 1)

Property Owner: County of Los Alamos

**Termination Date
of this Agreement:** September 30, 2013

This Agreement incorporates all requirements and certifications found in Attachments 1 and 2.

General Description of the Site:

The site consists of 50 square feet of property just north of the fence along NM 502, between NMED solar air-monitoring station and AIRNET station (# 348).

Work To Be Performed:

The objective of the proposed work is to erect, maintain, and dismantle a single, solar-powered AIRNET station (environmental air-sampling station) along the fence on NM 502 at the Los Alamos Airport. The work is scheduled to take place at the property between October 1, 2010 and September 30, 2013 (dismantling of station to take place before this date, unless this agreement is renewed). Work will take place Mondays through Fridays, between the hours of 7:00 a.m. and 6:00 p.m. Access to the site will be gained via the southwest automatic vehicle gate. Los Alamos National Laboratory (LANL) personnel will not encroach close to the runway. The following activities are planned:

- site preparation, including vegetation removal, if needed;
- erection of photovoltaic panels, AIRNET station, battery enclosure, and miscellaneous components;
- biweekly change-out of particulate filters and silica gel cartridges;
- regularly scheduled maintenance of system and impromptu repairs, as needed;

-
- dismantling and removal of equipment; and
 - site restoration, as needed.

The following sections provide more details for these activities.

Site Preparation:

Prior to any site preparation, the airport manager will approve the exact location of the site.

Vegetation removal will be conducted as necessary to allow field activities to be conducted in a safe manner. Vegetation removal may include the following:

- Mowing grass and other ground vegetation to allow siting of equipment

Removed vegetation will either be disposed of following all applicable regulations or used on-site as mulch.

Access to the site will be restricted to all but project personnel during erection and dismantling of the equipment.

Erection of Photovoltaic Panels, AIRNET Station, Battery Enclosure, and Miscellaneous Components:

All equipment will be erected in accordance with Standard Operating Procedure (SOP) 5234, Installation and Operation of the Portable Solar-Powered AIRNET Station. All safety precautions in Integrated Work Document EP2008-0353 will be followed. No excavations will be performed. All equipment will be anchored to the ground with ballast blocks, sandbags, and timbers. Electrical connections will be performed by a qualified electrician. A final inspection of the system before initial operation will be performed by an electrical safety officer from LANL. In addition, the airport manager will inspect the final set up of the equipment to ensure it does not interfere with aircraft takeoffs and landings.

Biweekly Change-out of Particulate Filters and Silica Gel Cartridges:

Biweekly change-out of collection media will be performed in accordance with SOP-5143, AIRNET—Environmental Sampling of Airborne Particulate Radionuclides, and SOP-5144, AIRNET—Sampling of Ambient Airborne Tritium. The change-out of collection media from the time of entry into the airport until departure should not exceed 10 minutes.

Regularly Scheduled Maintenance of System and Impromptu Repairs, as needed:

LANL will perform all regularly scheduled maintenance of the system and any impromptu repairs in a safe manner in accordance with SOPs and integrated work documents. Any work involving the maintenance of electrically powered components inside the AIRNET enclosure will only be performed after power has been shut down and the shutoff of the power has been verified by a qualified electrician. Any work involving electrical components outside of the AIRNET enclosure will only be performed by a qualified electrician.

Dismantling and Removal of Equipment:

All equipment will be dismantled in accordance with SOP-5234, Installation and Operation of the Portable Solar-Powered AIRNET Station. All safety precautions in Integrated Work Document EP2008-0353 will be followed. No excavations will be performed. All equipment will be removed from the site and the airport property prior to the end of this agreement.

Site Restoration:

Impact to the site should be minimal. Any deleterious effects from erecting, maintaining, or dismantling the solar-powered AIRNET station on the site will be remediated to the satisfaction of the airport manager.

Attachments:

1. Completed Los Alamos County Airport Application and Right of Entry Permit.
2. Los Alamos National Laboratory Certificate of Self-Insurance, signed by Dennis Ritschel, LANL Risk Manager, dated 7/26/2010.

This page intentionally left blank.



Figure 1 General site location

This page intentionally left blank.

**LOS ALAMOS COUNTY AIRPORT
APPLICATION AND RIGHT OF ENTRY PERMIT**

Facility: LOS ALAMOS COUNTY AIRPORT Area(s): 50 sq. ft. immediately north of south perimeter fence
 Date(s) of Use: October 1, 2010 to September 30, 2013 Hours: 24/7 to _____
 Name of Applicant: Los Alamos National Lab Person representing Applicant Bill Eisele
 Address: P.O. Box 1663 MS 992 City: Los Alamos Zip: 87545 Phone: Work 667-0295 Cell 231-0602
 If Non-Profit: Name of Organization: N/A Non-Profit I.D.# _____
 Purpose of Organization: Environmental Surveillance

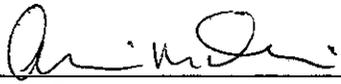
1.	Describe Event/Activity: <u>Monitor Ambient Air at Location North of TA-21 D & D</u>		
2.	Will alcohol be served?	Yes _____	No <u>X</u>
3.	Number of people expected:	Youth _____	Adults <u>3</u> Total <u>3</u>
4.	Will admission be charged or a collection taken?	Yes _____	No <u>X</u>
	Describe Amounts	<u>N/A</u>	Expected Revenue <u>N/A</u>
5.	Will items be sold?	Yes _____	No <u>X</u> Business License: Yes _____ No <u>X</u> License No. _____
	List items with amounts: _____		
6.	Will there be music or other audio involved:	Yes _____	No <u>X</u> Amplified: Yes _____ No <u>N/A</u>
	If yes, describe _____		
	Additional equipment requested: _____		

It is understood and agreed that the Applicant assumes all risks for loss, damage, liability, injury, cost or expense that may arise during, or be caused in any way by such use or occupancy of the facilities of the Los Alamos County Airport (the "Airport") by the Applicant, its agents, employees, invitees, or guests. The Applicant further agrees that in consideration of being permitted to use said facilities, it will save and hold the Airport and Los Alamos County and/or their employees free and harmless and defend against any loss, claim and liability or damages, and/or injuries to persons and property that in any way may be caused by the Applicant, its agents, employees, invitees, or guests use or occupancy of said facilities.

Applicant agrees to procure and maintain continuously during the entire term of this Permit, a policy or policies of liability insurance with a company or companies acceptable to the Airport, at Applicant's own cost and expense, insuring Applicant and naming the Airport and Los Alamos County as an additional insured, from all claims, demands or actions; such comprehensive insurance shall provide coverage of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million dollars (\$2,000,000.) in the aggregate, for bodily injury, personal injury, death, loss, or damage to property resulting from the activities conducted by Applicant or its officers, employees, servants, volunteers, and agents and independent contractors on the Airport's property. Applicant shall provide the Airport with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms and provisions thereof. Applicant shall also maintain workers compensation and disability insurance coverage, and other insurance coverage as may be required by law in connection with its business activities or event. The principals of Force Majeure shall apply to County and Applicant for the purpose of construct, interpretation, and discharge of this Permit.

The undersigned hereby certifies that he/she will be responsible on behalf of the Applicant for any damage sustained by the grounds, building, furniture, or equipment occurring through the occupancy of said facilities by the Applicant.

The undersigned, having read, and agree to abide by the rules and regulations for the facility use as listed on the reverse side and on other supplementary materials.

 Applicant's Signature
9/20/10 Date
 Los Alamos County Airport Approval
9/27/10 Date

OFFICE USE ONLY	Amount Due	Date	Amount Paid	Received By/Date
Facility Charge	300.0 per year			
Deposit	N/A			
Combination Issued	1-2-4-1			
Insurance	On File			
Security				
Other				

Special Instructions:

1. Access to the site will be gained via the Southwest automatic vehicle gate.
2. Personnel will not encroach close to the runway.
3. LANL will be billed annually.

Special Instructions:

1. An approved Facility Use Application is required for all groups and must be in possession of the applicant or representative at the event.
2. Permits will be issued to adults, ages eighteen (18) and up.
3. The right to revoke permission for use of a facility with or without cause at any time is retained by the Los Alamos County Airport ("AIRPORT").
4. AIRPORT may terminate any special events/activity when necessary for the safety and enjoyment of the public, for the protection of resources, or for violation of any rules and regulations of AIRPORT or the County of Los Alamos ("COUNTY"), or if deemed necessary in the public interest. No liability will be incurred by AIRPORT or COUNTY, its agents or employees, by reason of such termination and no rebates or refunds or fees, rent, or deposits will be made solely because of such termination.
5. Permits shall not be granted in such a manner which, in the opinion of the AIRPORT or COUNTY, constitutes a monopoly for the benefit of any individual, group or organization.
6. Applicants shall not assign or sublease any portion of the facilities or any rights under this Use Permit, without prior approval of the AIRPORT. Any such assignment or sublease shall be void, and the AIRPORT shall have the right to exclude any and all persons from the Facility attempting to exercise any right or privilege under such assignment or sublease.
7. Attendance will be limited to the occupant load of the Facility as established by the COUNTY Fire Marshall or as determined by the AIRPORT.
8. Requests from promoters or contractors involving performance by organizations or individuals with whom separate contracts are made, will require that copies of such contracts shall be made available to AIRPORT and COUNTY Officials for inspection upon request.
9. Entrance to the Facility is allowed at the time specified on the approved application(s) and users are also expected to leave at the time specified. Specified times should include time necessary to prepare for the activity and clean-up time by the user. Use charges will be based upon the time keys are issued and returned.
10. Groups shall leave all Facilities in a clean and orderly condition. If the Facility or area is not clean and orderly upon your arrival, it should be brought to the attention of the AIRPORT. Additional clean up beyond normal conditions will be charged to user.
11. Applicant may be required to make a damage and clean-up deposit on circumstances and probabilities; and if requested by the AIRPORT, a performance bond securing the faithful performances of Applicant's obligation hereunder. Applicant will maintain the Facilities in a clean and sanitary condition and will restore the area(s) to the condition in which it was received, and will repair any and all damages to the facility or any AIRPORT property which was a result of Applicant's activities as encompassed by this permit. AIRPORT will be the sole judge of the extent of the damage. In the event the Applicant fails to pay, within the time prescribed, any balance due for use of the Facilities under this application, any and all deposits made by Applicant shall be retained by AIRPORT as liquidated damages for breach of this contract and shall not be refunded.
12. Publicity of any type may not be released or used relating to an event until approval is granted for the application. All publicity may be subject to approval by the AIRPORT prior to its release.
13. No advertising shall be exhibited, no petition shall be circulated, and no solicitation or sales shall be made in the facility or grounds without approval from the AIRPORT. No advertising or promotional materials are to be posted on telephone, power or street lighting poles within the COUNTY per COUNTY Code. Violation of this condition will result in cancellation of the event without refund.
14. Fires or use of pyrotechnics are not permitted without prior approval by the AIRPORT and the COUNTY Fire Department.
15. Only fireproof or fire retardant materials may be used in decorations, and at no time shall exits be covered or obstructed.
16. Lessee shall not drive any nails, screws, tacks, pins or other objects into the floor, walls, ceiling, partitions, doors, door or window casing, or woodwork of the facility, or make any other alterations therein, except as may be authorized.
17. No structure or sets are to be built unless specifically provided for herein, and no shrubbery or trees are to be cut, trimmed or injured.
18. Alcoholic beverages are permitted only at areas designated or approved by AIRPORT and the COUNTY in writing. State laws on alcoholic beverages prevail.
19. Any authorized AIRPORT official representative shall have the right to enter the Facility WITHOUT CHARGE at any and all times during a scheduled event.
20. Applicant/Permittee shall obey all applicable federal, state and county laws during the conduct of the event approved herein.
21. The AIRPORT or COUNTY is not responsible for injuries or damage to the users or loss of personal property left in or on the premises.
22. In case of emergency, please call (760) 217-0496.



Office of the Laboratory Counsel
Los Alamos National Laboratory
P. O. Box 1663, A183
Los Alamos, New Mexico 87545
505-667-3766/Fax 505-665-4424

Certificate Issued to:

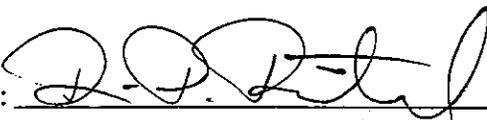
Los Alamos County Airport
1040 Airport Road
Los Alamos, NM 87544
505 662-8420
ATTN: Peter Soderquist, Airport Manager

LOS ALAMOS NATIONAL LABORATORY
CERTIFICATE OF SELF-INSURANCE

The undersigned, representative of the Los Alamos National Security, LLC, (LANS) operator of the Los Alamos National Laboratory, under Contract No. DE-AC52-06NA25396 with the United States Department of Energy, hereby certifies that LANS is self-insured with respect to losses and liabilities incurred in connection with the operation of the Los Alamos National Laboratory. The basis for this self-insurance is the above-referenced contract, under which losses and liabilities incurred by LANS in the operation of the Laboratory are borne by the LANS as allowable costs, with funds advanced by DOE, and with the allowability of such costs surviving any termination of the contract and being limited only the availability of approved funds.

LANS' self-insurance for losses and liabilities and DOE's obligation to advance funds for such losses and liabilities extend but are not limited to: workers' compensation claims; common law liability, claims for personal injury and/or property damage arising from acts or omissions of LANS, its agents or employees, including claims of automobile liability, and all other losses or liabilities not specifically disallowed under said contract.

Date of event covered by this Certificate: October 1, 2010 ~ September 30, 2013.

By: 
Dennis P. Ritschel
Risk Manager

Date: 9/13/10

Revised: 7/1/08