

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. AGR16-4307**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **AESI - US, Inc.**, a Georgia corporation ("Contractor"), to be effective for all purposes September 27, 2016.

WHEREAS, County and Contractor entered into Agreement No. AGR16-056 dated June 1, 2016 (the "Agreement"), for Support Services Contract for North American Electric Reliability Corporation / Western Electricity Coordinating Council ("WECC") Cyber Security Standards; and

WHEREAS, Critical Infrastructure Protection version 5 ("CIPv5") compliance is something new both to County and Los Alamos National Laboratory ("LANL"); and

WHEREAS, County and LANL have a continuing need for an experienced CIP Subject Matter Expert to assist in putting a compliance program together; and

WHEREAS, during this early phase, County will continue to rely on Contractor for miscellaneous support tasks related to: better understand all CIPv5 devices and their related CIPv5 requirements, fine tuning the existing systems to streamline workflow, troubleshooting issues with compliance tools, and providing on demand training for evidence collection and retention; and

WHEREAS, County and Contractor agree to modify the Services to include the additional services required and increase compensation to allow for the additional services; and

WHEREAS, the Board of Public Utilities approved this Amendment at its meeting on September 21, 2016 and County Council approved this Amendment at its meeting on September 27, 2016.

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

- I. To delete **SECTION A. SERVICES, 1. Contractor Services, paragraph d.** in its entirety and replace it with the following:

d. Additional Consulting and Assistance Services.

Additional consulting and professional services, beyond those identified above, will be based on hourly rates and expenses incurred at cost in an amount not to exceed EIGHTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$80,000.00) as set forth below:

Principal Consultant	\$310.00
Executive Consultant	\$235.00
Senior Consultant	\$210.00
Consultant	\$175.00
Administrative Support	\$ 93.00

The above rates shall remain constant during the term of this Agreement. Contractor shall not perform or incur any additional consulting costs unless specifically authorized in writing by a designated and responsible County staff. All authorizations to proceed

require an estimate by Contractor for the County's requested service(s) which must then be approved prior to Contractor incurring any costs or beginning such additional consulting work or service.

II. To delete **SECTION C. COMPENSATION, paragraph 1.** in its entirety and replace it with the following:

1. Amount of Compensation. County shall pay compensation for performance of the Services in an amount not to exceed ONE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$119,750.00), and additional services, beyond the identified scope of work will be based on hourly rates, and expenses incurred at cost, in an amount not to exceed EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00), which amounts do not include applicable New Mexico gross receipts taxes ("NMGRT"). Reimbursable expenses for travel during assessment, implementation and training, may be included at actual costs with no administrative markup and shall not exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00). Total compensation for all services, including reimbursable expenses, shall not exceed TWO HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$219,750.00). Compensation rates for each task are set out in Exhibit "A," attached hereto and made a part hereof for all purposes.

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

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

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

SHARON STOVER
COUNTY CLERK

BY: _____
TIMOTHY A. GLASCO, P.E. **DATE**
UTILITIES MANAGER

Approved as to form:

KATIE THWAITS
ACTING COUNTY ATTORNEY

AESI - US, INC., A GEORGIA CORPORATION

BY: _____
NAME: _____ **DATE**
TITLE: _____