

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 18-20**

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 **Intellibind Technologies, LLC**, a Nevada limited liability corporation ("Contractor"), to be effective for all purposes May 29, 2019.

WHEREAS, County and Contractor entered into Agreement No. AGR18-20 dated January 31, 2018 for Critical Infrastructure Protection ("CIP") Version 5 Comprehensive Patch Management Services; and

WHEREAS, When the RFP was issued for these services the plan was to transfer the Electric Supervisory Control and Data Acquisition ("SCADA") System to Los Alamos National Laboratory ("LANL") by January 2019, however, the schedule has moved out by two (2) years; and

WHEREAS, LANL will not be ready to take over the system until early 2021; and

WHEREAS, County will remain contractually responsible for performing the Patching of the SCADA system until LANL takes over the system, therefore, County will need the services of Contractor until then; and

WHEREAS, both parties wish to amend the Agreement to extend the term and adjust compensation as allowed for under the Agreement; and

WHEREAS, the Board of Public Utilities approved this Amendment at a public meeting held on May 15, 2019; and

WHEREAS, the County Council approved this Amendment at a public meeting held on May 28, 2019.

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

I. Delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence January 31, 2018 and shall continue through January 31, 2021, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to two (2) consecutive one-year periods, unless sooner terminated, as provided therein.

II. Delete **SECTION C. COMENSATION** 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 **EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00)**, which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"), but does include compensation for reimbursable expenses.

Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.

- 2. Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
TIMOTHY A. GLASCO, PE
UTILITIES MANAGER
DATE

Approved as to form:



J. ALVIN LEAPHART
COUNTY ATTORNEY

**INTELLIBIND TECHNOLOGIES, LLC, A NEVADA
LIMITED LIABILITY CORPORATION**

BY: _____
BILL ADDINGTON
CEO
DATE