

**AMENDMENT NO. 3  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. 16-042**

This **AMENDMENT NO. 3** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Open Access Technology International, Inc.**, a Minnesota corporation ("Contractor" or "OATI"), to be effective for all purposes November 11, 2020.

**WHEREAS**, County and Contractor entered into Agreement No. AGR16-042 dated August 31, 2016, Amendment No. 1 AGR16-042-A1 dated August 31, 2018, and Amendment No. 2 AGR16-042-A2 dated August 31, 2020, (as amended, the "Agreement") for Energy Trade Capture and Scheduling Software; and

**WHEREAS**, information regarding the energy and balance market provided by Utilicast's CAISO EIM Assessment and Gap Analysis proved that it is crucial for County to now purchase additional functionality, as provided by the current software Contractor, which shall allow webTrader EIDE to tie in to the current webTrader Solution; and

**WHEREAS**, Contractor provides this functionality, which has always been present to purchase. At the time of the original agreement, County did not purchase the functionality because the Energy Imbalance Market was not present. The addition of this one feature of the webTrader package to the current software package that County currently utilizes will add TWENTY-SEVEN THOUSAND DOLLARS (\$27,000.00) to the current Agreement; and

**WHEREAS**, County and Contractor wish to add webTrader EIDE to the current webTrader Solution that Contractor provides County; and

**WHEREAS**, the Board of Public Utilities approved this Amendment a public meeting held on October 21, 2020; and

**WHEREAS**, the County Council approved this Amendment at a public meeting held on November 10, 2020.

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

- I. Delete subparagraph No. 2 in **SECTION A. SCOPE OF SERVICES** in its entirety and replace it with the following:
  2. **webTrader Solution®**. Contractor shall furnish to County access to the webTrader Power Solution® ("Software") with purchased User IDs. The accessible solution shall include, as provided in OATI's proposal document titled Volume II-Commercial Proposal ("Price Schedule") attached hereto as Exhibit "C", and which includes the modules and functionality of the webTrader Power Solution® features/modules: 1) the webTrader Report Generator feature/module, 2) the webCALC feature/module, 3) webTag feature/module (a.k.a. "Tagging" solution), and the 4) webTrader EIDE. OATI shall provide access by the authorized users to the Software from the OATI Data Center located in Minneapolis, Minnesota, USA.

II. Delete Exhibit "C" in its entirety and replace it with the attached and revised Exhibit "C."

III. Delete **SECTION C. COMPENSATION** in its entirety and replace with the following:

**SECTION C. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed SEVEN HUNDRED SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$706,320.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "C," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, 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. 3 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: \_\_\_\_\_  
**PHILO S. SHELTON, III, P.E.**                      **DATE**  
**UTILITIES MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**OPEN ACCESS TECHNOLOGY**  
**INTERNATIONAL, INC. (OATI), A MINNESOTA**  
**CORPORATION**

BY: \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **DATE**  
**TITLE:** \_\_\_\_\_