

**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 December 2, 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 November 18, 2020; and

**WHEREAS**, the County Council approved this Amendment at a public meeting held on December 1, 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 ("NMGR"). 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 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. 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:** \_\_\_\_\_

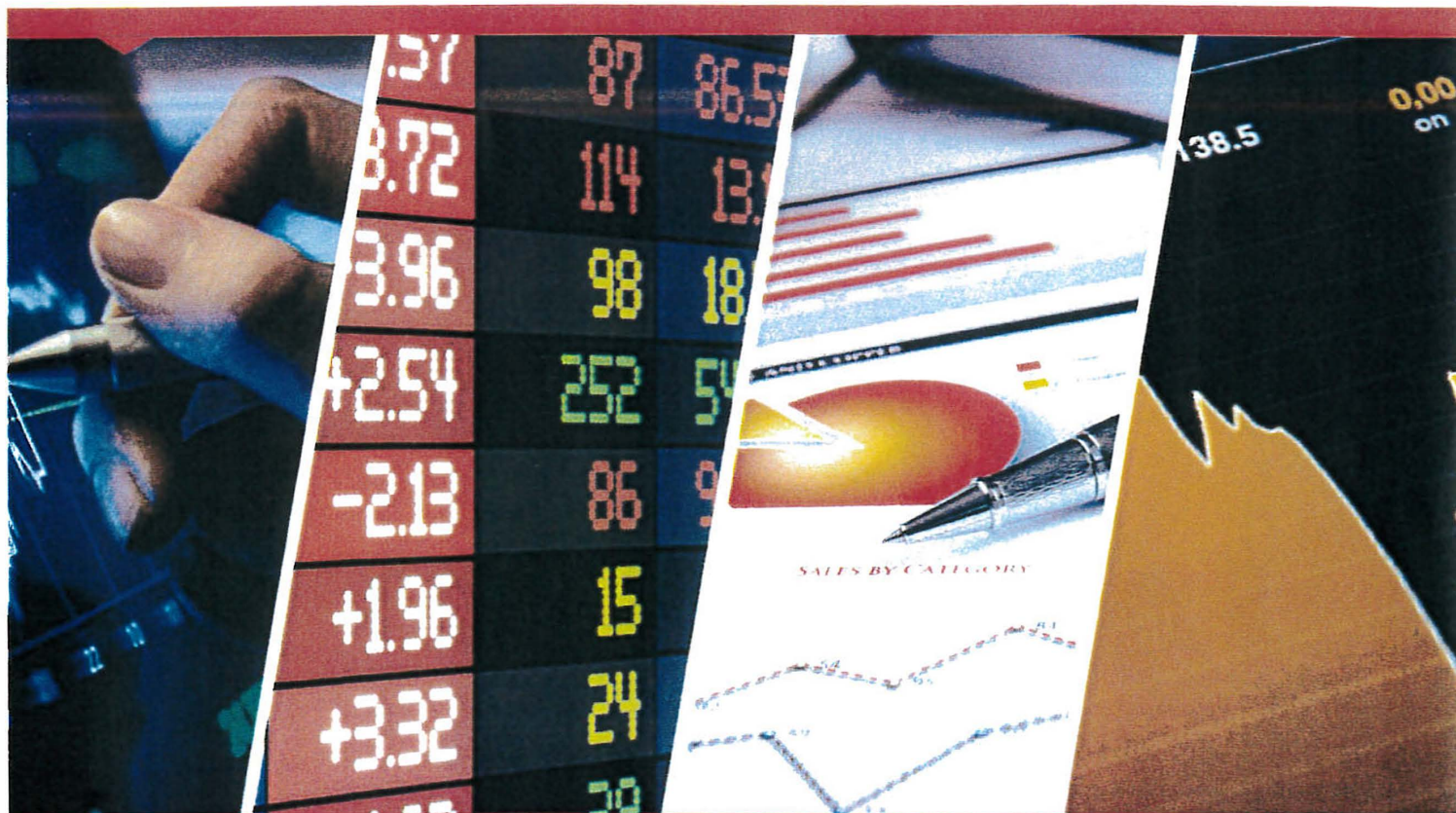


Revised Exhibit "C"  
AGR16-042-A3  
Rate Schedule

## LOS ALAMOS COUNTY

FEBRUARY 23, 2016

PROPRIETARY AND CONFIDENTIAL



**Service Solution (Hardware/Software hosted and maintained at the OATI Data Center)**

Item	Service Initiation Fee (USD)	Monthly Recurring Fee (USD)	Comments
OATI webTrader Power, webTrader Report Generator and webCALC	N/A Will continue existing Los Alamos solution	<p>\$7,500 (year 1)</p> <p>\$7,725 (year 2)</p> <p>\$7,950 (Opt 1)</p> <p>\$8,110 (Opt 2)</p> <p>\$8,275 (Opt 3)</p> <p>\$8,440 (Opt 4)</p> <p>\$8,610 (Opt 5)</p>	<p>This includes services currently being used by Los Alamos County as part of the existing webTrader Power Agreement, including 15 webTrader User IDs, OATI webTag with 15 User IDs.</p> <p>Monthly Recurring Fee for: 04/14/2016 - 04/13/2017 - Year 1</p> <p>04/14/2017 - 04/13/2018 - Year 2</p> <p>After Year 2, Los Alamos County shall have the option to extend on a yearly basis as follows:</p> <p>Option 1 - 04/14/2018 - 04/13/2019</p> <p>Option 2 - 04/14/2019 - 04/13/2020</p> <p>Option 3 - 04/14/2020 - 04/13/2021</p> <p>Option 4 - 04/14/2021 - 04/13/2022</p> <p>Option 5 - 04/14/2022 - 04/13/2023</p>
OATI Consulting Services	Included (Discounted from \$2,000/Day)	N/A	Two days of OATI Consulting Services will be included with this extension.
OATI SSAE 16 Type II Audit Report	Included	Included	Includes copy of OATI Annual SSAE 16 Type II Audit Report.
Compliance with NERC Critical Infrastructure Protection Requirements	Included	Included	



**Pricing Notes:**

1. All other OATI services are separate from these services quoted above (Los Alamos OATI webTag additional User IDs and e-tag 1.8.2 Fees, etc.).
2. Customer approved travel is invoiced at OATI actual cost plus 10% for OATI travel services.
3. Pricing includes communications over public internet. Additional communication services such as VPN and OATInet are available for an additional fee and can be quoted upon request by customer.
4. Customer data are retained for lesser of contract term or 6 years. Online data access is included for 36 months.
5. User IDs include the OATI webCARES Digital Certificates.
6. Pricing includes support of the current version release and the 2 immediately preceding version releases. Customer will be subject to a 10% increase in its Monthly Recurring Fee to maintain version releases older than the 2 immediately preceding version releases. However, OATI will support no more than the 5 immediately preceding version releases.
7. Los Alamos will receive a 10% discount off of all new products and services or any approved enhancements made to the current solution during the original term and any options extensions under this agreement.
8. Commercial pricing is valid for acceptance until April 13, 2016.



**WEBTRADER EIDE  
FUNCTIONALITY  
BUDGETARY ESTIMATE v1.0**

**LOS ALAMOS COUNTY**

**PROJECT #866**

AUGUST 13, 2020

**PROPRIETARY AND CONFIDENTIAL**

**OPEN ACCESS TECHNOLOGY INTERNATIONAL, INC.**

3660 Technology Drive NE | Minneapolis, MN 55418 | Phone 763.201.2000 | Fax 763.201.5333 | [www.oati.com](http://www.oati.com)

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## **TRADE SECRET**

This document and attachments contain confidential and proprietary information of Open Access Technology International, Inc. This information is not to be used, disseminated, distributed, or otherwise transferred without the expressed written permission of Open Access Technology International, Inc.

## **PROPRIETARY NOTICE**

OATI webTrader™, webEIM™, webSmartTag®, OATInet™, and webCARES™ are trademarks and service marks of Open Access Technology International, Inc. All rights reserved.

Open Access Technology International, Inc. (OATI) provides to Los Alamos County (LAC) the following Budgetary Estimate for OATI webTrader EIDE Functionality. OATI understands that LAC wishes to send generation and load forecasts and meter information to the LAC Balancing Area Authority (BAA) utilizing the EIDE functionality in webTrader.

OATI is pleased to offer a 10% discount to LAC for the webTrader EIDE functionality. In addition to this discount, OATI will credit the amount paid in the Service Initiation Fee for the EIDE functionality toward the purchase of the OATI webEIM Solution when LAC chooses OATI to meet their requirements for LAC's upcoming EIM needs.

**Service Solution (Hardware/Software hosted and maintained at the OATI Data Centers)**

Item	Service Initiation Fee (USD)	Monthly Recurring Fee (USD)	Comments
OATI webTrader EIDE Functionality for Generation and Load forecast and meter data	\$8,100 (Discounted from \$9,000)	\$500 (Discounted from \$550)	For standard EIDE functionality to move Generation and Load forecast and meter data to the LAC BAA. Requires continued subscription to the current LAC webTrader solution.
<b>Total</b>	\$8,100	\$500	OATI will credit LAC the full Service Initiation Fee (\$8,100) towards the purchase of the OATI webEIM Solution when LAC chooses OATI to provide the functionality required to meet the LAC EIM requirements.

**Pricing Notes:**

1. All other OATI services are separate from these services quoted above (webSmartTag, Congestion Management, etc.).
2. All OATI travel is invoiced at OATI actual cost plus 10% for OATI travel services.
3. Pricing includes communications over public internet. Additional communication services such as VPN and OATInet are available for an additional fee and can be quoted upon request by customer.
4. Pricing is based upon a 3 year term. OATI Fees will be escalated by 3% on an annual basis
5. Budgetary pricing is valid for acceptance until September 30, 2020.