

**AMENDMENT NO. TWO
CALWIN IMPLEMENTATION SERVICES AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
DELOITTE CONSULTING LLP**

This Amendment No. Two is effective on September 10, 2021 (the "Effective Date") and revises the Agreement, as defined below, between the CalSAWS Consortium ("Consortium") and Deloitte Consulting LLP ("Contractor") as specified in this Amendment No. Two. Unless otherwise indicated by this Amendment No. Two, all other provisions of the Agreement not affected by this Amendment No. Two remain in full force and effect between the parties.

RECITALS

WHEREAS, on December 4, 2020, Consortium and Contractor entered into an agreement regarding the CalWIN Implementation Services Project ("Agreement"); and

WHEREAS, on December 4, 2020, Contractor commenced work on the CalWIN Implementation Services Project ("Project"); and

WHEREAS, the Consortium has allotted eight million dollars (\$8,000,000) for County Purchases for Implementation Services provided under the Agreement and the parties now wish to increase the Total Cost of the Agreement by the amount of eight million dollars (\$8,000,000).

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises described herein, the parties mutually agree to this Amendment No. Two to the Agreement as follows:

1. Section 7.1.1 of the Agreement is deleted in its entirety and replaced with:

“7.1.1 General.

All of the pricing and sums set forth in this Section 7 apply to the Scope of Contract Work and Deliverables and Services described in Section 5.

The Total Maximum Contract Sum for all Project Deliverables and Services to be provided pursuant to this Agreement during the Contract Term, excluding the price of optional training facilities, shall not exceed forty-four million, one hundred sixty-six thousand, seven hundred thirty-seven dollars (\$44,166,737).

The Total Maximum Contract Sum for all Project Deliverables and Services to be provided pursuant to this Agreement during the Optional Term, excluding the price of optional training facilities, shall not exceed twelve million, nine hundred forty-three thousand, twelve dollars (\$12,943,012).

The Contract Sum for the optional training facilities shall not exceed three million, eight hundred forty-four thousand, four hundred seventy-five dollars (\$3,844,475).

The Contractor may invoice the Consortium a maximum amount eight million dollars (\$8,000,000) for additional Implementation Services for County Purchases via the Change Request process, approved by the Consortium Executive Director and Contractor’s Project Director or their respective designees.

2. Section 8 of the Agreement, Change Orders is revised to add a new Section 8.7 which reads:

8.7 County Work Orders

The CONSORTIUM reserves the right to utilize the funds allocated for County Purchases as set forth in Section 7.1.1 by executing a County Work Order for County Purchases for additional services, authorizing such utilization via the Change Order process which governs any change to any portion of the Deliverables or Services required under this Agreement. Attached as Exhibit F is a template of the CalWIN Implementation Services County Work Order which will be used to authorize additional Implementation Services for the County/Counties which will be executed by the CONSORTIUM’S Executive Director and the CONTRACTOR’S Project Director to initiate the Change Order process as provided in this Section 8 of this Agreement.

3. Exhibit C, Price Proposal Schedules, is revised as follows:

Attached to this Amendment No. Two, and incorporated by reference, is a Revised Exhibit C, Price Proposal Schedules. This Revised Exhibit C, Price Proposal Schedules, shall replace in its entirety the current Exhibit C, Price Proposal Schedules, to the Agreement.

3. Attached to this Amendment No. Two, and incorporated by reference, is Exhibit F, County Work Order template, a new Exhibit which will be added to the Agreement.

IN WITNESS WHEREOF, the Consortium has caused this Amendment No. Two to be subscribed on behalf of the Consortium and Contractor has caused this Amendment No. Two to be subscribed on its behalf by its duly authorized officer, as indicated below.

DELOITTE CONSULTING LLP

Dated: _____

By: _____

Name: _____

Title: _____

CALSAWS CONSORTIUM

Dated: _____

By: _____
Michael Sylvester, Consortium Chair

By: _____
Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel

By: _____
John Boule, Consortium Executive
Director