

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

This Change Order No. Two is effective on March 10, 2023 (the "Effective Date") and revises the Agreement, as defined below, between the CalSAWS Consortium ("Consortium") and Deloitte Consulting LLP ("Contractor") as specified in this Change Order No. Two. Unless otherwise indicated by this Change Order No. Two, all other provisions of the Agreement not affected by this Change Order 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 wishes to reallocate funds from optional training facilities to additional Post Implementation Support Services provided under the Agreement.

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

1. Section 5.5.4 Additional Post Implementation Support Services is added to Section 5 SCOPE OF CONTRACT WORK AND DELIVERABLES, Subsection 5.5 Implementation and Conversion Support of the Agreement.

"5.5.4 Additional Post Implementation Support Services. Contractor will provide additional Post Implementation Support Services billed on a time and materials cost and added to Post Implementation Support plans."

2. 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 and additional Post Implementation Support Services, 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, one hundred ninety thousand, fifty-two dollars (\$3,199,052).

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.

The Contractor may invoice the Consortium a maximum amount of six hundred forty-five thousand, four hundred twenty three dollars (\$645,423) for additional Post Implementation Support Services."

3. Exhibit C, Financial Matters, is revised as follows:

Attached to this Change Order 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.

IN WITNESS WHEREOF, the Consortium has caused this Change Order No. Two to be subscribed on behalf of the Consortium and Contractor has caused this Change Order 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