

CONSORTIUM REVIEWED BY: _____

**CalSAWS INFRASTRUCTURE AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
Gainwell Technologies LLC**

Change Order Number Three

CalSAWS INFRASTRUCTURE AGREEMENT (“AGREEMENT”) ENTERED INTO BY AND BETWEEN THE CALSAWS CONSORTIUM (“CONSORTIUM”), A CALIFORNIA JOINT POWERS AUTHORITY, AND GAINWELL TECHNOLOGIES LLC (“CONTRACTOR”) FOR THE PROVISION OF THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM (“CalSAWS”).

Pursuant to Section 7.2 (No Increases) of Section 7 (Payments; Invoicing; and Related Financial Terms) of the Agreement, CONSORTIUM and CONTRACTOR agree to not increase the Contract Sums or the Total Maximum Contract Sum, except as provided in this Change Order Number Three. CONSORTIUM and CONTRACTOR hereby agree to the following modifications to the Agreement:

1. The Consortium has allotted funding that may be used towards future changes subject to Section 8 (Change Orders).
2. Using the County purchase process, the Counties identified in the table below have purchased various services directly related to CalSAWS Infrastructure. This Change Order Number Three requests Forty-Five Thousand, Eight Hundred Thirty-Nine Dollars, and Ninety-One Cents (\$45,839.91) to be used for the following purchases that were funded and approved by the individual Counties, which are incorporated into the Agreement.

Project	Cost
AL-01-2025 - Transfer FC/KG/AAP Docs to Confidential Drawer - Alameda County	\$ 15,019.44
CL-03-2025 - Replacement Kiosk Door/Lock - Santa Clara County	\$ 1,964.83
RV-03-2025 R1 - Kiosk Printer Refresh - Riverside County	\$ 12,557.08
SB-2024-04 - GAGR Exstream - San Bernardino County	\$ 27,097.42
SL-01-2025 - LemurZ Printer Extended Warranty - Solano County	\$ 550.80
LA-01-2025 GWT - R1 - LA County PBDS - Los Angeles County	(\$ 11,349.66)

3. Subsequent to the approval of this Change Order Number One, the balance remaining from the Thirty-Three Million Five Hundred Eighteen Thousand Eight Four Hundred Three dollars (\$33,518,403) in approved but unallocated funds for Change Orders in Exhibit C of the Agreement will be Thirty-Two Million, Five Hundred Seventy-Eight Thousand, One Hundred Seventy-One Dollars (\$32,600,870.00).

This Change Order Number Three shall be effective upon execution by CONSORTIUM and CONTRACTOR.

Except for those terms of the Agreement expressly modified by this Change Order Number Three, all other terms and conditions of the Agreement shall remain in full force and effect.

Gainwell Technologies LLC

CALSAWS CONSORTIUM

Dated: _____

Dated: _____

By: _____

By: _____
Michael Sylvester, Consortium Chair

Name: _____

Title: _____

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

By: _____
Julia Erdkamp, Consortium Executive
Director