

**AMENDMENT NO. 2 TO AGREEMENT NO. 47586
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
SOFTWARE ONE, INC.**

THIS AMENDMENT NO. 2 to Agreement No. 47586 (Agreement) is made and entered into by and between the City of Los Angeles, acting by and through the Los Angeles Department of Water and Power, a municipal corporation, (hereinafter referred to as "LADWP") and Software ONE, Inc., a Wisconsin Corporation (hereinafter referred to as "Consultant"), collectively the "Parties."

WHEREAS, the Parties have entered into Agreement wherein the Consultant agreed to provide commercial off-the-shelf computer software licenses, upgrades, and software maintenance and subscriptions for computers, distributed systems, IBM mainframe environments, and software as a service effective April 13, 2020, which together with all amendments and supplements thereto hereinafter shall be referred to as the "Agreement"; and

WHEREAS, the Agreement originally set the term of three (3) years and a not-to-exceed amount of \$73,995,281; and

WHEREAS, Amendment No. 1 to the Agreement extended the Agreement by two (2) years, from April 13, 2023 to April 12, 2025, for a total of five years and increased the not-to-exceed amount by \$85,000,000 to \$158,995,281 for continued support to provide commercial off-the-shelf computer software licenses, upgrades, software maintenance, and subscriptions for computers, distributed systems, IBM mainframe environments, and software as a service for LADWP; and

WHEREAS, the Parties are amending the Agreement for the purpose of increasing the not-to-exceed amount by \$30,000,000, for a new not-to-exceed amount of \$188,995,281.

NOW, THEREFORE, BE IT RESOLVED that for good value and consideration including mutual exchange of promises, the Parties agree to amend the Agreement as follows:

1. Exhibit C: Fee Schedule, read in part as:

"The total compensation that may be paid to the Contractor by the Department under this Agreement shall not exceed \$158,995,281..."

is amended to read:

"The total compensation that may be paid to the Contractor by the Department under this Agreement shall not exceed \$188,995,281..."

Except as amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

This Amendment No. 2 may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures. This Amendment No. 2 consists of three (3) pages.

[Signature page follows.]

SIGNATURE PAGE

IN WITNESS THEREOF, the Parties hereto have caused this Amendment No. 2 to Agreement No. 47586 to be executed by their authorized representatives on the date written below.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES
BOARD OF WATER AND POWER COMMISSIONERS

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Agreement.

By: _____
JANISSE QUIÑONES
General Manager and Chief Engineer

Date: _____

And: _____
CHANTE L. MITCHELL
Board Secretary

SOFTWARE ONE, INC.

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, City Attorney

By Bethany A. Burgess

BETHANY A. BURGESS

Deputy City Attorney

Date: January 21, 2025

By: _____
SHANE CRONIN
Chief Operations Officer and
Co-President of North America

Date: _____

And: _____
JESSICA JESENİK
SLED Market Leader

Date: _____