

AMENDMENT NUMBER TWO TO THE SERVICES CONTRACT

WYOMING LEGISLATIVE SERVICE OFFICE AND
LAWRENCE O. PICUS AND ASSOCIATES, LLC
2018

1. **Parties.** The parties to this Amendment Number Two are the Legislative Service Office (hereinafter referred to as "LSO" or the "Agency") and Lawrence O. Picus and Associates, LLC, doing business as Picus Odden and Associates (hereinafter referred to as "Contractor").
2. **Purpose.** This Amendment Number Two shall constitute the second amendment to the Contract between the Agency and the Contractor which was duly executed on and became effective April 16, 2015 (hereinafter referred to as "original Contract"). Amendment Number One to the original Contract, which was duly executed on and became effective June 27, 2016 (hereinafter referred to as "Amendment Number One"), extended the original Contract through June 30, 2018. The purpose of this Amendment Number Two is to extend the term of the original Contract, as amended by Amendment Number One. No additional funds are to be paid as a result of this Amendment Number Two.

The original Contract provides for the Contractor to assist the LSO and the Select Committee on School Finance Recalibration in work for the Wyoming Legislature in conducting the recalibration of the Wyoming education resource block grant model (ERBGM) as required by W.S. 21-13-309(t) and 2015 Wyoming Session Laws, Chapter 142, Section 343. The original Contract, as amended by Amendment Number One, will expire June 30, 2018.

3. **Term.** This Amendment Number Two shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through June 30, 2020.
4. **Payment.**
 - A. **Scope of Work.** The Agency agrees to pay Contractor for the services related to modifying, maintaining and operating the recalibrated Wyoming ERBGM and in providing any expert witness testimony should litigation ensue. The scope of work and services to be provided shall be as directed by the Agency and as approved by the Cochairmen of the Joint Education Interim Committee in accordance with the terms and conditions of the original Contract and as provided under Amendment Number One and this Amendment Number Two. The Contractor agrees to perform consulting and expert witness services in connection with the work product, analysis and reports issued by the Contractor, including but not limited to the work and reports prepared for the 2015, 2010 and 2005 recalibrations of the ERBGM. Services may include document review, studies, research and expert witness testimony as specifically requested by the Agency in relation to any litigation that may ensue involving the work product of the Contractor or as related to school finance. In addition, the Contractor agrees to assist the Agency in review of information related to the operation and administration of the ERBGM, including but not limited to ensuring proper operation of the ERBGM after any technical corrections to model spreadsheets that may occur under W.S. 21-2-202(e).

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B. Fee Schedule. No additional funds shall be provided as a result of this Amendment Number Two. The total payment under this Amendment Number Two, Amendment Number One, and the original Contract shall not exceed five hundred thousand dollars (\$500,000.00) as provided under the original Contract. Payment will be made upon invoice. The Agency agrees to pay the Contractor in accordance with the terms and conditions as provided under the original Contract.

5. **Additional Responsibilities of Contractor.** The purpose of this Amendment Number Two is to extend the term of the original Contract through June 30, 2020. The Contractor agrees to provide services to the Agency in accordance with the terms and conditions of the original Contract and as provided under Amendment Number One and this Amendment Number Two.
6. **Additional Responsibilities of Agency.** The Agency shall have no additional responsibilities or duties as a result of this Amendment Number Two.
7. **Special Provisions.** With the exception of items explicitly delineated in this Amendment Number Two, all terms and conditions of the original Contract between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **General Provisions.** This Amendment Number Two, consisting of two (2) pages, Amendment Number One, consisting of two (2) pages, and the original Contract, consisting of ten (10) pages, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
9. **Signatures.** The parties to this Amendment Number Two through their duly authorized representatives have executed this Amendment Number Two on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment Number Two as set forth herein.

The effective date of this Amendment Number Two is the date of the signature last affixed to this page.

DR. LAWRENCE O. PICUS

WYOMING LEGISLATIVE SERVICE OFFICE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SS # or FEID #: _____

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