

**AMENDMENT NO. 7 TO AGREEMENT NO. 47789
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
TTEC Digital, LLC**

THIS AMENDMENT NO. 7 to Agreement No. 47789 (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 (LADWP), a municipal corporation, and TTEC Digital, LLC; formerly eLoyalty Corporation (eLoyalty), hereinafter the "Contractor." Individually, LADWP and the Contractor are referred to under this Amendment as "Party" and collectively as the "Parties."

WHEREAS, Amendments Nos. 1 through 6 to the Agreement provided LADWP with continued professional services to enhance, integrate, modify, upgrade, and provide ongoing system maintenance and support to the existing Customer Contact Center (CCC) Interactive Voice Response (IVR) system for a total Agreement term of 15 years and 3 months, from August 15, 2008 to November 14, 2023, with a not-to-exceed amount of \$22,898,350; and

WHEREAS, the Parties are amending the Agreement to increase the not-to-exceed Agreement amount by \$4,000,000 from \$22,898,350 to \$26,898,350 (budgeted), extend the term by one year to November 14, 2024, and add two additional one-year options; and

WHEREAS, LADWP has determined that it is necessary to increase the Agreement amount and term for ongoing system maintenance and updates to the latest Cisco-approved versions due to the current software version reaching end of support/end of life on November 14, 2023.

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

1. The first sentence of Section 12.a (Total Compensation) is replaced with the following:

"The total fixed fee that will be paid to the Contractor by LADWP for performance of services materially in accordance with the terms of this Agreement shall not exceed Twenty-Six Million, Eight Hundred Ninety-Eight Thousand, Three Hundred Fifty Dollars (\$26,898,350)."

2. The first sentence of Section 13.a (Term) is replaced in its entirety to state:
"The term of this Agreement (Term) shall commence upon the Execution of Agreement and shall terminate on November 14, 2024, or earlier subject to the

termination provisions herein. At LADWP's sole option, the term of this Agreement may be extended for up to an additional two years, exercisable in one-year increments. Performance shall not begin until the Contractor has obtained approval of insurance."

3. The table entitled Exhibit A – Attachment 6, Milestone Payment Schedule on Page 89 of the Agreement is amended by adding the following milestone:

Milestone Title	Cost
Extended Support Services - Year 16 (11/15/23 – 11/14/24)	\$526,370.00
Optional Extended Support Services - Year 17 (11/15/24 – 11/14/25)	\$631,644.00
Optional Extended Support Services - Year 18 (11/15/25 – 11/14/26)	\$757,973.00

4. Section 24, Paragraph (f) Notices will now read:

"All notices or report permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five days after deposit in the mail. Any such notice or report directed to LADWP shall be delivered to:

Los Angeles Department of Water and Power
Mr. Henry Chen
Contract Administrator
233 S. Beaudry Avenue, Room 1202
Los Angeles, California 90012

With a Copy To:

Assistant City Attorney
Contracts, Construction, and Real Estate Group
Office of the City Attorney
221 N. Figueroa Street, 10th Floor
Los Angeles, California 90012

Any such notice or report directed to the Contractor shall be delivered to:

TTEC Digital, LLC
Attn: General Counsel
9197 South Peoria Street
Englewood, CO 80112-5833

Either Party, by written notice, may designate different or additional person(s) or different addresses.”

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

This Amendment No. 7 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. 7 consists of four pages.

[Signature Page follows.]

IN WITNESS WHEREOF, the signatories hereto represent that they are authorized to enter into this Amendment No. 7 to Agreement No. 47789.

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

By: _____
MARTIN L. ADAMS
General Manager and Chief Engineer

Date: _____

And: _____
CHANTE L. MITCHELL
Board Secretary

By: _____
TTEC Digital, LLC
DocuSigned by:
Steve Pollema
31208778626C8409
STEVE POLLEMA
President

Date: _____
Aug 2, 2023

APPROVED AS TO FORM AND LEGALITY
HYOEE FELDSTEIN SOTO, CITY ATTORNEY

JUL 25 2023
BY *Bethany Burgess*
BETHANY A. BURGESS
DEPUTY CITY ATTORNEY