

**AMENDMENT NO. 4 TO AGREEMENT NO. 47789 BETWEEN THE CITY OF  
LOS ANGELES DEPARTMENT OF WATER AND POWER AND  
eLOYALTY, LLC**

**THIS AMENDMENT NO. 4** to Agreement No. 47789 (Agreement) is made and entered into by and between the City of Los Angeles acting by and through its Department of Water and Power, a municipal corporation ("LADWP"), and eLoyalty, LLC (hereinafter the "Contractor"). Individually, the LADWP and the Contractor are referred to under this Amendment as a "Party" and collectively as the "Parties."

**WHEREAS**, on September 5, 2008, the LADWP Board of Water and Power Commissioners (Board) approved Agreement No. 47789, for the Contractor to provide expert and professional services to assist the LADWP with the design and implementation of an Internet Protocol Contact Center System (IPCC) to replace legacy contact center equipment.

**WHEREAS**, on February 16, 2010, the LADWP Board approved Amendment No. 1 to Agreement No. 47789 to increase the agreement amount by \$1,383,635 for additional professional services to enhance the functionality of the IPCC.

**WHEREAS**, on September 6, 2011, the LADWP Board approved Amendment No. 2 to Agreement No. 47789 to increase the agreement by \$111,501 and extend the term by four (4) months from September 8, 2011 to January 7, 2012.

**WHEREAS**, on December 16, 2011, the LADWP Board approved Amendment No. 3 to Agreement No. 47789 to increase the agreement by \$3,288,499 and extend the term by three (3) years, ten (10) months, and seven (7) days to make the Agreement coterminous with the expiration of the maintenance, to provide integration services, and IPCC system modifications.

**WHEREAS**, LADWP has determined that it is necessary to increase the Agreement amount and term for ongoing system maintenance, software and hardware upgrade, knowledge transfer, and system improvements, and recommends Amendment No. 4 to Contract No. 47789 with eLoyalty to increase the contract amount by \$3,342,000 from \$12,056,350 to \$15,398,350 for two additional one (1) year options.

**NOW THEREFORE**, the Parties hereby agree to amend said Agreement as follows:

1. The first sentence of Section 12.a (Total Compensation) is replaced in its entirety to state: "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 Fifteen Million, Three Hundred Ninety-Eight Thousand, and Three Hundred Fifty Dollars (\$15,398,350)."
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

Date or Effective Date and shall terminate 110 months and one week thereafter, subject to the termination provisions herein.”

3. Section 1 of Exhibit A to the Agreement (Summary of Scope of Work) is amended by adding the following text describing three (3) new tasks and five (5) new sub-tasks after the six (6) originally listed tasks on pages 27 and 28, the four (4) tasks added via Amendment No. 1, and the five (5) tasks added via Amendment No. 3:

16. IPCC software, hardware, and integration services

17. Knowledge transfer

18. Corporate IVR improvements

- a. Customer call transfer enhancement
- b. Smart prompting
- c. CSR greeting/announcement
- d. Implement end of call survey
- e. PCI compliance

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

Milestone ID	Milestone Title	Invoice Amount
Ext Svcs Year 7	Optional Extended Support Services – Year 7 (11/15/15 – 11/14/16)	\$803,000
Ext Svcs Year 8	Optional Extended Support Services – Year 7 (11/15/16 – 11/14/17)	\$803,000

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

“All notices or reports 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 (5) days after deposit in the mail. Any such notice or report directed to LADWP shall be delivered to:

**Jonathan Hatcher**  
Contract Administrator  
1216 W. 1<sup>st</sup> Street  
Los Angeles, California 90026

With a Copy To:

Chief Assistant City Attorney  
111 North Hope Street  
Los Angeles, California 90012-2694

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

**eLoyalty Corporation**  
Attn: General Counsel  
150 Field Drive, Suite 250  
Lake Forest, Illinois 60045

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

6. LADWP may issue, at LADWP’s discretion, Task Orders or Change Orders for the new tasks above and other tasks related to the Agreement, but are not obligated to issue any particular Task Order or Change Order. All services rendered under the Amendment will be authorized by Change Orders or a Statement of Work as set forth in Section 3 (“Change Order and Amendment Process”) of the Agreement.
7. Except as herein amended above, all other terms and conditions of Agreement No. 47789 shall remain in full force and effect.
8. This Fourth Amendment is executed in one (1) original and one (1) duplicate original, each of which is deemed to be an original. This Amendment includes four (4) pages.
9. This Fourth Amendment is effective on the date it is signed by the last signatory (Amendment Effective Date).

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

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

By: \_\_\_\_\_  
MARCIE L. EDWARDS  
General Manager

Date: \_\_\_\_\_

And: \_\_\_\_\_  
BARBARA E. MOSCHOS  
Board Secretary

eLoyalty, LLC

By: \_\_\_\_\_  
KEN OLSON  
Vice President

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
MICHAEL M. SQUIER, CITY ATTORNEY

MAY 21 2015

ST. \_\_\_\_\_  
DIRK P. BERGERSMA  
DEPUTY CITY ATTORNEY