

ORIGINAL

THIRD AMENDMENT TO VENDOR AGREEMENT NUMBER 4500023939

This Third Amendment to Vendor Agreement Number 4500023939 (Third Amendment) is made and entered into by and between the City of San Diego (City), a municipal corporation, and Ventiv Technology Inc. (Vendor), formerly known as Aon eSolutions, Inc. and Valley Oak Systems, Inc. City and Vendor are also referred to individually as "Party," and collectively as the "Parties."

RECITALS

1. The San Diego Data Processing Corporation (SDDPC) entered into Vendor Agreement #4500023939 with Valley Oak Systems, Inc. (predecessor in interest to Aon eSolutions, Inc.) on March 7, 2002 (Agreement). SDDPC assigned the Agreement to City effective as of January 1, 2012, and Vendor consented to the assignment. Additionally, the Parties to the Agreement (or their predecessors) have executed nine Addenda to the Agreement.
2. Thereafter, City and Vendor entered into "First Amendment to Vendor Agreement Number 45000239392" on February 28, 2017, to amend the maintenance and support services period, managed service hours, and iVos training.
3. Thereafter, the City and Vendor entered into "Second Amendment to the Vendor Agreement number 4500023929" on July 30, 2021, to amend the maintenance and support services period and managed service hours.
4. The Agreement may be amended by written agreement executed by duly authorized representatives of both Parties.
5. The Parties wish to amend the Agreement to provide for the purchase of additional licenses, additional maintenance and support services, as well as to extend the term of the Agreement and the not-to-exceed amount.

TERMS

For each section of the Agreement referenced below, the Parties agree to the following amendments:

- I. Section 4.1.2 of the Agreement is amended, to read as follows:

4.1.2 For each module of the Licensed Software designated as a "Concurrent User License" in the price chart described in Section 7.1 under the heading entitled "Concurrent User Licenses Number," the license granted in Section 4.1.1 shall be for the number of Concurrent Users specified in such chart. As used herein, the number of "Concurrent Users" of the Licensed Software or module thereof, as applicable, shall be determined to be the total number of Users that are simultaneously executing the Licensed Software or module thereof at any given point in time. For purposes of the foregoing, a User is "executing the Licensed Software or module thereof" when the



Licensed Software or such module is accepting instructions from or communicating with such User. As of March 9, 2022, City has 69 Claims Enterprise (iVos) user licenses. City shall have the right to purchase additional Concurrent User Licenses, on the terms and conditions set forth herein. City may purchase up to 30 additional Concurrent User Licenses for a one-time cost of \$5,000.00 per license with an annual fee of \$1,125.00 per license. Vendor must deliver additional licenses within 30 days of notice by City.

II. Section 7.3 of the Agreement is amended in its entirety, to read as follows:

7.3 Maintenance and Support Services.

Vendor agrees to provide Maintenance and Support Services for the period of August 1, 2021 through July 31, 2022, for an amount not to exceed \$153,577.55. For each 12-month period following July 31, 2022, Vendor will increase the amount for Maintenance and Support Services by three percent, with the total annual not-to-exceed amount as set forth in the table below.

In its sole discretion, City may exercise the optional renewal terms, on a year-by-year basis (Year 2 through Year 5) as described below, by giving written notice to Vendor at least 30 days prior to the expiration date of the current optional renewal term.

Description	Year 2	Year 3	Year 4	Year 5
Maintenance and Support	\$191,934.88	\$197,692.93	\$203,623.78	\$209,732.49

Vendor will invoice City for optional Years 2 through 5, within 30 days of written notice of City's intent to exercise the applicable optional renewal term. Payment will be due in full within 30 days following City's receipt of the invoice.

III. Section 7.3.1 of the Agreement is amended in its entirety, to read as follows:

7.3.1 Managed Services Hours (MSH) and iVOS Training.

Vendor agrees to provide as-needed MSH and iVOS Training for the period of August 1, 2021 through July 31, 2026, in an amount not to exceed \$50,000 each year, with rates based on \$240 per hour.

IV. Section 7.3.2 of the Agreement is amended in its entirety, to read as follows:

7.3.2 Not to Exceed Amount. The total amount that City pays Vendor during the term extending from August 1, 2021 to termination or expiration of the Agreement must not exceed \$1,356,561.63.

V. Section 27.1 of Exhibit 1 of the Agreement is amended in its entirety, to read as follows:

27.1 Term. The effective date of this Third Amendment is the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego City Charter Section 40. The Parties intend this Agreement to continue on a year-to-year basis, under the sole discretion of City to exercise the options described in Section 7.3. This Agreement must not extend beyond July 31, 2026, unless the extension is approved by the City Council by ordinance, in accordance with San Diego City Charter section 99.

VI. Section 27.2 of Exhibit 1 is added, to read as follows:

27.2 Termination for Convenience. City may terminate this Agreement for convenience by providing notice to Vendor at least 30 days prior to the expiration of the current optional renewal term.

VII. Paragraph 8 of the Second Amendment is deleted.

VIII. Paragraph 9 of the Second Amendment is deleted.

IX. The Master Agreement, together with its Schedules, Exhibits, Addenda, First Amendment, Second Amendment, and this Third Amendment, constitute the entire agreement of the Parties and, except as provided in this Third Amendment, all of the terms and conditions of the Master Agreement, Schedules, Exhibits, Addenda, and prior Amendments, remain in full force and effect. In the event of a conflict between the terms and conditions of the Master Agreement and this Third Amendment, the terms and conditions of this Third Amendment will govern.

X. This Third Amendment may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties executed the same page.

XI. This Third Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

IN WITNESS WHEREOF, this Third Amendment is executed by City and Vendor acting by and through their authorized officers.

Ventiv Technology Inc.

City of San Diego

By: Melloney Douce

By: [Signature]

Name: Melloney Douce

Name: Claudia C. Barca

Title: General Counsel

Title: Director, Purchasing & Contracting

Date: Mar 28, 2022

Date: December 13, 2022

Approved as to form this 14th day of December, 2022

MARA W. ELLIOTT, City Attorney

By: [Signature]
Deputy City Attorney

0.2022