

K23-370

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
GRANICUS, LLC

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City Council of New Orleans, represented by JP Morrell, Council President (the “**Council**”), and Granicus, LLC, represented by Kelly Oliver, Vice President of Legal (the “**Contractor**”). The City and the Contractor are sometimes each referred to as “**Party,**” and collectively, as the “**Parties.**” The Agreement is effective as March 1, 2021 (the “**Effective Date**”).

RECITALS

WHEREAS, the Council and the Contractor are parties to a professional services agreement dated April 15, 2020, to provide Agenda Preparation, Document Management, Meetings Management, Boards and Commissions Services, Streaming Video, and Archiving for the City of New Orleans (the “**Agreement**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term and increase the amount of the Agreement.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Extension.** In accordance with Article/Section V of the Agreement, the term is extended for 1 additional year from the Effective Date through February 28, 2022.

2. **Compensation.** The compensation described in Article/Section IV of the Agreement is increased by \$84,500.00 to a total amount not to exceed \$169,000.00.

A. Rate of Compensation.

1. The City will pay the Contractor in accordance with the following rate:

One-Time Fees			
Solution	Billing Frequency	Quantity/Units	One-Time Fee
Boards and Commissions - Data Import	Upon Delivery	10 hours	\$2,250
Boards & Commissions - Setup and Configuration	Upon Delivery	1 Hour	\$0
Legistar Needs Analysis and Configuration Services	Upon Delivery	24 Each	\$5,400
Legistar - Setup and Configuration	Upon Delivery	36 Each	\$8,100
Legistar - Onsite Training	Upon Delivery	3 Days	\$7,500
Legistar (Admin) - Online Training	Upon Delivery	4 Hours	\$900

Legistar - Add-On - Municode Intergration	Up Front	1	\$0
			\$24,150

Annual Fees for Renewing Subscriptions			
Solution	Billing Frequency	Quantity/Units	One-Time Fee
Government Transparency Suite	Annual	1 Each	\$10,400
Open Platform suite	Annual	1 Each	\$0
Meeting Efficiency Suite	Annual	1 Each	\$9,644.40
VoteCast Standard Package (tablet) (ME)	Annual	1 Each	\$6,480
Granicus Appliance Encoding Software	Annual	3 Each	\$3,600
Performance Accelerator	Annual	1 Each	\$4,501
			\$34,625.40

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Units	One-Time Fee
Boards & Commissions	Annual	1 Each	\$10,800
Legistar	Annual	1 Each	\$13,424.40
Legistar Add-On - Municode Integration	Annual	1 Each	\$1,200
			\$25,424.40

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor’s costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

4. The Contractor will immediately provide written notification to the City of any reduction to the rate of compensation for its most favored customer, and the rate of compensation established by this Agreement will automatically adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

1) Additional Miscellaneous Provisions: The following terms and conditions are added to the Agreement:

- a. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
 - b. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.
- 2) **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- 3) **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

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[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY COUNCIL OF NEW ORLEANS

BY: 
JP MORRELL, PRESIDENT - CITY COUNCIL

Executed on this 10th of July, 2023

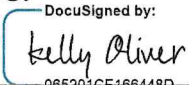
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy

GRANICUS, LLC.

BY: 
065204CE466448D...

Kelly Oliver, Vice President of Legal

41-1941088

FEDERAL TAX I.D.