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AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF NEW ORLEANS
AND
GRANICUS, INC.

THIS AGREEMENT is made and entered into as of January 1, 2013 by and between Granicus, Inc. (“Granicus”), a California Corporation represented by Ed Roshitsh, its Chief Operating Officer, and the City of New Orleans, herein represented by the City Council President, Jacquelyn Brechtel Clarkson (collectively referred to herein as the “Parties”).

WITNESSETH

WHEREAS, on August 4, 2011, the City Council adopted Motion M-11-340, determining that professional services were required to provide a turnkey, comprehensive scalable and flexible agenda preparation and document management system plus an internet video streaming and meetings management solution for New Orleans and directing its staff to issue a Request for Proposal (RFP) to begin the competitive selection process established by Council Rule 45; and

WHEREAS, a RFP for these professional services for the City of New Orleans was issued on August 15, 2011; and

WHEREAS, pursuant to Motion M-12-201 and the terms of the RFP, on June 29, 2012 the Council entered into a contract with the firm of Granicus, Inc. to provide these professional services for the City of New Orleans for an initial period from June 30, 2012

1 until December 31, 2012, thereafter subject to renewal on an annual basis for a total
2 period of up to five years; and

3 **WHEREAS**, on March 7, 2013, the City Council adopted Motion M-13-68
4 authorizing the President of the Council to sign a contract amendment with Granicus, Inc.,
5 for an additional annual period from January 1, 2013 to December 31, 2013 to provide for
6 the continuation of these services ; and

7 **WHEREAS**, all parties to the agreement dated June 29, 2012 desire to extend the
8 agreement, have the necessary authority to do so, and thus agree as follows:

9 1. To change the termination date of the agreement by deleting the date,
10 "December 31, 2012 on page 10 of 23 and inserting in lieu thereof the date
11 "December 31, 2013." There has been partial performance of the June 29,
12 2012 contract. Additional performance shall be consistent with meeting the
13 deliverables established by the June 29, 2012 contract which remain unmet.
14 Payment shall be in accordance with the June 29, 2012 contract. The
15 maximum amount to be paid is not changed by this agreement to extend the
16 contract.

17 2. Convicted felon
18 The Contractor swears that it complies with Section 2-8 (c) of the Code of
19 the City of New Orleans. No Contractor principal, member, or officer has,
20 within the preceding five years, been convicted of, or pled guilty to, a felony
21 under state or federal statutes for embezzlement, theft of public funds,
22 bribery, or falsification or destruction of public records.

1 3. Non-Solicitation

2 The Contractor swears that it has not employed or retained any company or
3 person, other than a bona fide employee working solely for him, to solicit or
4 secure the subject contract. The Contractor has not paid or agreed to pay
5 any person, other than a bona fide employee working for him, any fee,
6 commission, percentage, gift, or any other consideration contingent upon or
7 resulting from the subject contract.

8 4. Inspector General cooperation

9 It is agreed that the contractor or applicant will abide by all provisions of
10 City Code §2-1120, including but not limited to City Code §2-1120(12),
11 which requires the contractor to provide the Office of Inspector General
12 with documents and information as requested. Failure to comply with such
13 requests shall constitute a material breach of the contract. In signing this
14 contract, the contractor agrees that it is subject to the jurisdiction of the
15 Orleans Parish Civil District Court for purposes of challenging a subpoena.

16 5. Ownership Interest

17 The Contractor shall provide a sworn affidavit listing all persons, natural or
18 artificial, with an ownership interest in the Contractor and stating that no
19 other person holds an ownership interest in the contractor via a counter
20 letter. For the purposes hereof, an "ownership interest" shall not be deemed
21 to include ownership of stock in a publicly traded corporation or ownership
22 of an interest in a mutual fund or trust that holds an interest in a publicly
23 traded corporation. If the Contractor fails to submit the required affidavits,

1 the City may, after 30 days' written notice to the prime Contractor, take such
2 action as may be necessary to cause the suspension of any further payments
3 until such the required affidavits are submitted.

4 6. Subcontractor Reporting

5 The Contractor shall provide a list of all persons, natural or artificial, who
6 are retained by the Contractor at the time of the contract's execution and
7 who are expected to perform work as subcontractors in connection with
8 the Contractor's work for the city. In regard to any subcontractor proposed
9 to be retained by the Contractor to perform work on the contract with the
10 city, the Contractor must provide notice to the city within 30 days of
11

1 retaining said subcontractor. If the Contractor fails to submit the required
2 lists and notices, the City may, after 30 days' written notice to the prime
3 Contractor, take such action as may be necessary to cause the suspension of
4 any further payments until such the required lists and notices are submitted.

5 **IN WITNESS WHEREOF:**

6 CITY OF NEW ORLEANS

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8
9 By: Jacquelyn B. Clarkson
10 ~~Staff~~ Head, President
11 New Orleans City Council

12
13 Jacquelyn Brechtel Clarkson
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16 GRANICUS, INC.

17
18 By: Tom Spengler
19 Tom Spengler
20 CEO
21 600 Harrison St, Suite 120
22 San Francisco, CA 94107
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26 Approved: R. Ditty
27 Law Department
28

29 912010420
30 Federal ID Number