

K19-165

**AMENDMENT NO. 7 TO THE PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**GRANICUS, INC.**

**THIS SEVENTH AMENDMENT** (the “**Amendment**”) is entered into by and between the City of New Orleans, through the Council of the City of New Orleans (the “**Council**”), represented by Jason R. Williams, Council President (the “**City**”), and Granicus, Inc., represented by Dawn Kubat, Vice President of Legal (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties.**” This Amendment is effective as of January 1<sup>st</sup> 2019 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, on June 29, 2012, the City and the Contractor entered into a professional services agreement to provide a turnkey, comprehensive scalable and flexible agenda preparation and document management system plus an internet video streaming and meetings management solution (the “**Agreement**”);

**WHEREAS**, from 2013 through 2018, the City and the Contractor agreed to renew the Agreement for continuity of services;

**WHEREAS**, on December 20, 2018, the Council adopted Motion M-18-557 to renew the Agreement, as amended, on a month-to-month basis for continuity of services; and

**WHEREAS**, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to extend the term of the Agreement, as amended, and to increase the compensation for the purpose of continuity of services.

**NOW THEREFORE**, for good and valuable consideration, the Parties amend the Agreement, as amended, as follows:

1. **Extension.** In accordance with Motion M-18-557 the term of the Agreement is extended on a month-to-month basis from the Effective Date, but not longer than December 31, 2019.
2. **Compensation.** The City shall compensate the Contractor a not-to-exceed amount of \$4,853.34 per month.
3. **Scope of Services.** The City and the Contractor agree to maintain the services as set forth under this Agreement in accordance with the proposal described in Exhibit A hereto attached.
4. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No principal, member, or officer of the Contractor has, within the preceding five (5) 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.
5. **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.

6. Granicus, Inc. Support Information. Granicus, Inc. Support Information is hereby deleted and replaced with the following:

Address:

Granicus, Inc.  
707 17<sup>th</sup> Street, Suite 4000  
Denver, CO 80202

Phone:

Toll Free (8:00am to 10:00pm Eastern time): 1-800-314-0147  
Emergency Support available 24 hours, 7 days a week

Web:

Site: [support.granicus.com](http://support.granicus.com)  
Email: [support@granicus.com](mailto:support@granicus.com)

7. Prior Terms Binding. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

8. 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.

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, execute this Amendment.

**CITY OF NEW ORLEANS**

  
\_\_\_\_\_  
Jason R. Williams, Council President

Executed on this 2<sup>nd</sup> of April, 2019.

**GRANICUS, INC.**

  
\_\_\_\_\_  
Dawn Kubat, Vice President of Legal

Taxpayer ID Number: 41-1941088

**APPROVED:**  
Law Department

By:  \_\_\_\_\_

Printed Name: May Lopez \_\_\_\_\_

[The remainder of this page is intentionally left blank]

## Granicus Proposal for New Orleans LA

### Granicus Contact

**Name:** Shannon Liesinger

**Phone:** +1 3038594445

**Email:** shannon.liesinger@granicus.com

### Proposal Details

**Quote Number:** Q-51211

**Prepared On:** 1/7/2019

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Current Subscription End Date:** 12/31/2018

**Period of Performance:** 1/1/2019 - 12/31/2019

### Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Open Platform Suite	Monthly	1 Each	\$0.00
Government Transparency Suite	Monthly	1 Each	\$18,819.54
Meeting Efficiency Suite	Monthly	1 Each	\$18,819.54
VoteCast Standard Package (Tablet) (ME)	Monthly	1 Each	\$9,800.00
Granicus Encoding Appliance Software (GT)	Monthly	3 Each	\$6,300.00
Performance Accelerator Suite	Monthly	1 Each	\$4,501.00
		<b>SUBTOTAL:</b>	<b>\$58,240.08</b>

Product Descriptions	
Name	Description
<b>Open Platform Suite</b>	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
<b>Government Transparency Suite</b>	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
<b>Meeting Efficiency Suite</b>	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies</li> <li>• Unlimited storage of minutes documents</li> <li>• Access to one Granicus platform site</li> <li>• Access to the LiveManager software application for recording information during meetings</li> <li>• Access to the Word Add-in software component for minutes formatting in MS Word if desired</li> <li>• One MS Word or HTML minutes template (additional templates can be purchased if needed)</li> </ul>

Product Descriptions	
Name	Description
<b>VoteCast Standard Package (Tablet) (ME)</b>	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies</li> <li>• Access to one Granicus platform site</li> <li>• Access to the VoteCast software application for elected officials</li> <li>• Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room</li> </ul>
<b>Granicus Encoding Appliance Software (GT)</b>	<p>Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.</p>
<b>Performance Accelerator Suite</b>	<p>Performance Accelerator Suite provides the ability to utilize the performance accelerator within a network. Requires Performance Accelerator or Virtual Performance Accelerator to distribute video/indexing/documents within a local network. This distribution is utilized to eliminate the bandwidth impact local viewers would have accessing data from the Granicus Data Center.</p>

**Terms and Conditions**

- The invoicing schedule for New Orleans is monthly. New Orleans may terminate for convenience with 30 days written notice.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of New Orleans LA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-51211 dated 1/7/2019 are incorporated into this Purchase Order by reference.