

K16-770

**AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**GRANICUS, INC.**

**THIS FOURTH 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 Stacy Head, Council President (the “**City**”), and Granicus, Inc., represented by Shawn Beeson, VP Engineering (the “**Contractor**”). This Amendment is effective as of January 1<sup>st</sup>, 2016 (the “**Effective Date**”).

**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 2015, the City and the Contractor agreed to amend the Agreement by renewing its term for continuity of services;

**WHEREAS**, on April 21, 2016, the Council adopted Motion M-16-130 to extend the term of the Agreement, as amended, for an additional year;

**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, for the purpose of continuity of services.

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

1. **Extension.** In accordance with Article 7.2 of the Agreement, the term is extended for 1 year from the Effective Date through December 31, 2016.

2. **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.

3. **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.

4. **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.

**[The remainder of this page is left intentionally blank]**

**[SIGNATURES CONTAINED ON NEXT PAGE]**

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

**THE CITY OF NEW ORLEANS**



**Stacy Head, Council President**

Executed on this 30<sup>th</sup> of June, 2016

**GRANICUS, INC.**



**Shawn Beeson, VP Engineering**

Taxpayer ID Number: 91-2010420

**APPROVED:  
Law Department**

By: 

Printed Name: Julie P. My