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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, 2015 by and between Granicus, Inc. ("Granicus"), a California Corporation represented by Jason Fletcher its CEO, and the City of New Orleans, herein represented by the City Council President, Jason R. Williams (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 13, 2014, the City Council adopted Motion M-14-67  
4 authorizing the President of the Council to sign a contract amendment with Granicus, Inc.,  
5 for an additional annual period from January 1, 2014 to December 31, 2014 to provide for  
6 the continuation of these services ; and

7 **WHEREAS**, on April 9, 2015, the City Council adopted Motion M-15-136  
8 authorizing the President of the Council to sign a contract amendment with Granicus, Inc.,  
9 for an additional annual period from January 1, 2015 to December 31, 2015 to provide for  
10 the continuation of these services ; and

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

13 1. To change the termination date of the agreement by deleting the date,  
14 "December 31, 2014 on page 10 of 23 and inserting in lieu thereof the date  
15 "December 31, 2015."

16 2. Convicted felon

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

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


**IN WITNESS WHEREOF:**

CITY OF NEW ORLEANS

By:   
Jason R. Williams, President  
New Orleans City Council

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GRANICUS, INC.

By:   
Jason Fletcher  
CEO  
707 17<sup>th</sup> St. Suite 4000  
Denver, CO 80202

  
Luka Zardarec  
contractor specialist  
  
RPA Specialist

Approved:   
Law Department

912010420  
Federal ID Number