

MOTION
NO. M-25-556

CITY HALL: October 23, 2025

BY: COUNCILMEMBERS GIARUSSO AND THOMAS (BY REQUEST)

WHEREAS, Section 70-10(a) of the New Orleans City Code ordains that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the president of the City Council; and

WHEREAS, Section 70-10(b) of the New Orleans City Code ordains that the President of the New Orleans City Council (“Council”) shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the City of New Orleans’ completed the procurement process in November of 2023 and the City of New Orleans contracted with OpenGov, Inc to provide professional services including the provision and implementation of an Enterprise Asset Management System to automate the tracking and processing of infrastructure and capital assets; and

WHEREAS, the parties desire to enter into Amendment No. 1 to the professional master services agreement, which will extend the agreement through June 26, 2027 and will increase the maximum amount payable under this agreement from \$1,623,010.00 to \$1,854,010.00, an increase of \$231,000.00 for the continuity of services, as more fully provided for in Amendment No. 1, attached hereto as Exhibit “A”; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Amendment No. 1 to the professional services agreement between the City of New Orleans and OpenGov, Inc., which is attached hereto as Exhibit “A”.

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council shall forward copies of this motion and Amendment No. 1 to the professional master services agreement to the City Attorney’s Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

EXHIBIT “A”

AMENDMENT NO. 1 TO THE MASTER SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

OPENGOV, INC.

INFRASTRUCTURE AND CAPITAL ASSET MANAGEMENT SYSTEM

AMENDMENT NO. 1 TO THE MASTER SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

OPENGOV, INC.

ASSET MANAGEMENT SYSTEM

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and OpenGov, Inc. represented by Sam Kramer, Vice President, Finance (the “**Contractor**”). The City and Contractor are sometimes each referred to as the “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and Contractor are parties to a master services agreement dated effective June 27, 2024 (the “**Agreement**”) for the Contractor to provide professional services including provision and implementation of an enterprise asset management system to automate the tracking and processing of infrastructure and capital assets;

WHEREAS, the City and Contractor, each having the authority to do so, desire to enter this Amendment to extend its term for continuity of services and to increase compensation for basic services;

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

A. EXTENSION. The term of the Agreement is extended for one (1) additional year from June 27, 2026, through June 26, 2027.

B. FEES ADDED BY THIS AMENDMENT. In accordance to Article IV of the Agreement, the City will pay Contractor an additional **\$231,000.00** in compensation for continued basics services.

C. MAXIMUM AMOUNT. The maximum aggregate amount payable by the City for all services performed under this Agreement is not to exceed **\$1,854,010.00**. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City’s Department of Finance has certified the availability of the additional funding. The City’s obligation to compensate the Contractor under this Agreement will not exceed the maximum aggregate amount payable at any time.

D. CONVICTED FELON STATEMENT. Contractor swears that it complies with City Code Section § 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.

E. NON-SOLICITATION STATEMENT. 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. 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.

F. 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.

G. PRIOR TERMS BINDING. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

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

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

OPENGOV, INC.

BY: _____
SAM KRAMER, VICE PRESIDENT, FINANCE

CORPORATE TAX I.D. NO.

Calendar No.

(Rev)
(Exp)

Name PATRICK JUDGE Ext. 504-657-4858
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Motion to authorize the City Council of the City of New Orleans to authorize that the President of the Council be added as a signatory to the Amendment No. 1 to the professional master services agreement between the City of New Orleans and OpenGov, Inc. for continued services for the City's infrastructure and asset management system. Amendment No. 1 will increase the maximum amount of the Agreement from \$1,623,010.00 to \$1,854,010.00 an increase of \$231,000.00.

- 1. [Signature] Department Head [Signature] EDU Director [Signature] Deputy CAO
- 2. [Signature]
- 3. [Signature] Department of Law
- 4. [Signature] Chief Administrative Officer
Elizabeth Brusseau Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

- _____ MOVED: _____
- _____ 2ND: _____
- _____ YEAS: _____
- _____ NAYS: _____
- _____ ABSENT: _____
- _____ RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature. REF. POLICY MEMORANDUM NO. 3



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** _____

2. **The parties involved:** _____

3. **The obligations, expectations, and deliverables of the parties involved:** _____

4. **The duration of the contract:** _____

5. **The cost and any fiscal implications of the contract for the City:** _____

6. **Describe disadvantaged business enterprise (DBE) participation:** _____
