

CITY OF NEW ORLEANS
PROJECT DELIVERY UNIT



LATOYA CANTRELL
MAYOR

KYLE HOMAN
ACTING DIRECTOR

September 12, 2025

Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Contract Amendment #1 with OpenGov, Inc.
RE: Professional Master Services – Enterprise Asset Management System

To Whom It May Concern:

Pursuant to Rule 57, please find attached a proposed amendment to the agreement between the City of New Orleans and OpenGov, Inc., and the completed contract summary form.

Respectfully submitted,

A handwritten signature in black ink that reads "Kyle Homan".

Kyle Homan, Acting Director
kdhoman@nola.gov
Project Delivery Unit

1300 PERDIDO STREET ROOM 6E12 NEW ORLEANS, LOUISIANA 70112
PHONE 504-658-8771



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 ID. NO.



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

Requesting Department or Agency: Project Delivery Unit (PDU)

Name of Contact Person: Kyle D. Homan/Carson Rapose

Telephone Number: 504-658-8677/504-658-8025

Email Address: kdhoman@nola.gov/carson.rapose@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. The purpose and need for the contract: This amendment #1 is for OpenGov, Inc. to continue to provide professional services for the provision and implementation of an Enterprise Asset Management System for infrastructure & capital assets.

2. The parties involved: The City of New Orleans Department, Project Delivery Unit, CAO, and OpenGov, Inc.

3. The obligations, expectations, and deliverables of the parties involved: Continued professional services as listed above and within the amendment #1.

4. The duration of the contract: Amendment extends the agreement through June 26, 2027.

5. The cost and any fiscal implications of the contract for the City: Amendment increases the contract to \$1,854,010.00 from \$1,623,010.00, an increase of \$231,000.00.

6. Describe disadvantaged business enterprise (DBE) participation: DBE requirements waived. Memos on file.