

K22-1263

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

SABA SOFTWARE, INC.

ENTERPRISE-WIDE LEARNING MANAGEMENT SYSTEM

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Saba Software, Inc., represented by Jared Bogert, GVP, Sales the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of August 21, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, on May 22, 2019, the City issued a request for proposals No. 2215-02559 seeking qualified persons to a learning management system capable of tracking and reporting training records for city employees (the “**RFP**”);

WHEREAS, the Contractor submitted a proposal dated June 20, 2019 (the “**Proposal**”) and the City has selected the Contractor to perform the professional services described in the Proposal;

WHEREAS, on August 21, 2020, the City and the Contractor entered into a Professional Services Agreement for an enterprise-wide learning management system (the “**Agreement**”);

WHEREAS, effective August 21, 2021, the City and the Contractor entered into an Amendment to modify the terms and conditions of the Agreement (“**Amendment No. 1**”);

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term, effective August 21, 2022, for an additional one (1) year and to modify the terms and conditions, as set forth hereinunder.

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

1. **Extension.** In accordance with Article V, Section A of the Agreement, the term is extended for an additional one (1) year from the Effective Date through August 20, 2023.

2. **Maximum Amount.** The maximum aggregate compensation in accordance with Article IV Section B of the Agreement is increased by \$150,000, from \$544,730 to a total amount not to exceed \$694,730.

3. **Price.** The City and Contractor reaffirm the price proposal submitted by the Contractor in response to the City’s Request for Proposals No. 2215-02559.

4. **Additional Miscellaneous Provisions.** The following terms and conditions are reaffirmed and/or added to the Agreement:

5. **Convicted Felon Statement.** The 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.

6. **Compliance with City's Hiring Requirements — Ban the Box.** The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable, and the remaining provisions of the Agreement will remain in full force and effect. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

7. **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.

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

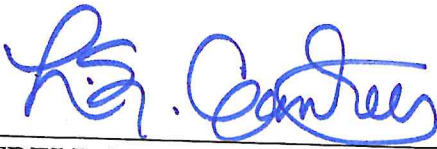
9. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 16th of December, 2022.

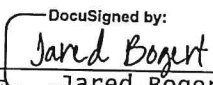
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

SABA SOFTWARE, INC.

BY: 
NAME: Jared Bogert
JARED BOGERT, GVP, SALES

FEDERAL TAX I.D.

[END OF AMENDMENT]