

K23-395

AMENDMENT NO. 6
TO THE
APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
CLOUDGAVEL, LLC

THIS SIXTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and CloudGavel, LLC, represented by Pratyush Kumar, President and CEO (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 March 8, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on March 8, 2016, the City and the Contractor entered into an application service provider agreement for e-warrant software (the “**Agreement**”); and

WHEREAS, since the expiration of the original agreement, the City and the Contractor have amended the Agreement five (5) times to ensure continuity of services through extending the term of the Agreement and increasing the Agreement’s compensation; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to renew the Agreement for an additional one (1) year and to increase the Agreement’s compensation; and

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

1. **Extension.** In accordance with Section 9.1 of the Agreement, the term is extended for an additional one (1) year from the Effective Date through March 7, 2024.
2. **Compensation.** The compensation, described in Section 7.1 of the Agreement, as amended, is increased by \$48,400.00 to a new total amount not to exceed \$379,840.00.
3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, nor officer 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.
4. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code, entitled, “Cost recovery in contracts, cooperative endeavor agreements, and grants,” to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.
5. **Non-Solicitation Statement.** The Contractor swears that it has not employed nor 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 nor 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.

6. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
7. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.
8. **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 originally 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]

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

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

CITY OF NEW ORLEANS

BY: *Lg. Cantrell*

LATOYA CANTRELL, MAYOR

Executed on this 31st of May, 2023.

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY: *SSM*

PRINTED NAME: Tracy Tyle

CLOUDGAVEL, LLC

BY: Pratynsh Kumar

PRATYUSH KUMAR

CEO

FEDERAL TAX I.D.