

K23-799

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT**BETWEEN****THE CITY OF NEW ORLEANS****AND****SABA SOFTWARE, INC.****ENTERPRISE-WIDE LEARNING MANAGEMENT SYSTEM**

THIS THIRD 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, 2023** (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, effective August 21, 2022, the City and the Contractor entered into an Amendment to modify the terms and conditions of the Agreement (“**Amendment No. 2**”); and

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, 2023, 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, 2024**.

2. **Maximum Amount.** The maximum aggregate compensation in accordance with Article IV Section B of the Agreement remains unchanged and is not to exceed **\$694,730.00**.

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

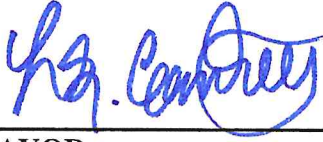
7. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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 24th of October, 2023.

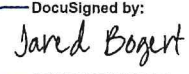
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy

SABA SOFTWARE, INC.

DocuSigned by:
 October 11, 2023
BY: CE9AD7BF41C6455...
JARED BOGERT, GVP, SALES

FEDERAL TAX I.D.



[END OF AMENDMENT]