

KIMBERLY W. LAGRUE
CHIEF INFORMATION OFFICER
CITY OF NEW ORLEANS
INFORMATION TECHNOLOGY & INNOVATION

15 August 2025

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

Re: Proposed Agreement with AT&T

Madame Clerk,

Pursuant to Rule 57, please find attached a proposed Amendment #5 to the Professional Services Agreement between the City of New Orleans and AT&T and a completed contract summary form.

Respectfully submitted,



Kimberly W. LaGrue, Chief Information Officer
kwlagrue@nola.gov
Information Technology & Innovation

Attachments: Contract, contract summary form, motion, check sheet

cc: Justyn Hawkins, City Council Chief of Staff
Adam Swensek, City Council Executive Counsel
Liz Brusseau, Director for City Council Relations

**[AMENDMENT NO. 5 TO SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
AT&T ENTERPRISES, LLC**

THIS FIFTH AMENDMENT (the “Amendment”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), and **AT&T Enterprises, LLC**, represented by Kelly Branigan-Davis, Lead Product Manager (the “Contractor”). [AT&T Enterprises, LLC is the successor in interest to AT&T Corp. by merger and conversion as a result of the following activity: on May 1, 2024, AT&T Corp. merged into AT&T Enterprises, Inc., a Delaware corporation, and on May 2, 2024, AT&T Enterprises, Inc. converted to AT&T Enterprises, LLC, a Delaware limited liability company. Accordingly, the Agreement and all associated Pricing Schedules (or other documents that reference the Agreement) between Customer and AT&T Corp. are now between Customer and AT&T Enterprises, LLC.] The City and the Contractor are sometimes each referred to as a “Party,” and collectively, as the “Parties.” The Amendment is effective July 31, 2025 (the “Effective Date”).

RECITALS

WHEREAS, effective July 31, 2018, the City and the Contractor entered into a Service Agreement to provide services including voice, data, and long-distance telecommunication services (the “Agreement”); and

WHEREAS, effective July 31, 2021, the City and the Contractor entered into an amendment to the Agreement to extend the term of the Agreement for an additional one (1) year through July 30, 2022, to amend, reaffirm, or add certain terms and provisions, and to provide continuity of services, including data, and long-distance telecommunication services (“Amendment No. 1”);

WHEREAS, effective July 31, 2022, the City and the Contractor entered into an amendment to the Agreement to extend the term of the Agreement for an additional one (1) year through July 30, 2023, to amend, reaffirm, or add certain terms and provisions, and to provide continuity of services, including data, and long-distance telecommunication services (“Amendment No. 2”);

WHEREAS, effective July 31, 2023, the City and the Contractor entered into an amendment to the Agreement to extend the term of the Agreement for an additional one (1) year through July 30, 2024, to amend, reaffirm, or add certain terms and provisions, and to provide continuity of services, including data, and long-distance telecommunication services (“Amendment No. 3”);

WHEREAS, effective July 31, 2024, the City and the Contractor entered into an amendment to the Agreement to extend the term of the Agreement for an additional one (1) year through July 30, 2025, to amend, reaffirm, or add certain terms and provisions, and to provide continuity of services, including data, and long-distance telecommunication services (“Amendment No. 4”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement for an additional one (1) year, to increase compensation, and to amend, reaffirm, or add certain terms and provisions.

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 B of the Agreement, the term is extended for an additional 1 year from the Effective Date through July 30, 2026.

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

a. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 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.

b. **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 Contract. 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 Contract.

c. **Non-Waiver.** The failure of either Party to insist upon strict compliance with any provision of this Contract, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

d. **Audit and Other Oversight.** It is agreed that the Contractor will abide by all provisions of City Code Section 2-1120, including but not limited to City Code Section 2- 1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

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

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.

[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 Agreement.

CITY OF NEW ORLEANS

BY:
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025

CITY COUNCIL OF NEW ORLEANS

BY:
COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
Law Department

By:

Printed Name:

AT&T ENTERPRISES, LLC

BY:
KELLY BRANIGAN-DAVIS, LEAD PRODUCT MANAGER

FEDERAL TAX I.D.: _____



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

Requesting Department or Agency: ITI

Name of Contact Person: Symone Killebrew

Telephone Number: 504-658-7936

Email Address: Symone.Killebrew@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. The purpose and need for the contract: Amendment #5 PSA to provide services including voice, data, and long-distance telecommunication services.

2. The parties involved: AT&T Enterprises, LLC. and The City of New Orleans

3. The obligations, expectations, and deliverables of the parties involved: The city may lease, rent, or purchase telecommunications or data processing systems, including equipment, and related services.

4. The duration of the contract: One Year

5. The cost and any fiscal implications of the contract for the City: \$2,250,000.00

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