

MOTION

NO. M-25-477

CITY HALL: September 25, 2025

BY: COUNCILMEMBERS MORENO, GREEN, KING AND MORRELL (BY REQUEST)

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans, Chief Administrative Office, and AT&T Enterprises, LLC. desire to enter into a contract for services including voice, data, and long-distance telecommunications services, extended for a period of 1 year, the total compensation being \$2,250,000.00; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to Amendment No. 5 to the contract between the City of New Orleans and AT&T Enterprises, LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No. 5 to the contract between the City of New Orleans and AT&T Enterprises, LLC, as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

**[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

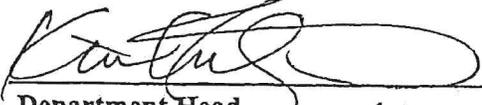
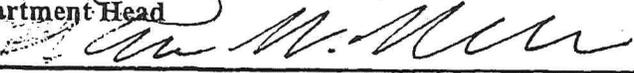
FEDERAL TAX I.D.: _____

Name Symone Killebrew Ext. 7936
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Contract renewal for Amendment 5 of the Professional services agreement with AT&T for the City of New Orleans. Please see the Motions Document as well as amendments to the current AT&T contract in reference to this requested renewal.

- 1. 
Department Head
- 2. 
Department of Law
- 3. 
Chief Administrative Officer
- 4. 
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ **MOVED:** _____

_____ **2ND:** _____

_____ **YEAS:** _____

_____ **NAYS:** _____

_____ **ABSENT:** _____

_____ **RECUSED:** _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: _____