

K22-1007

AMENDMENT NO. 1 TO CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

HUNT TELECOMMUNICATIONS, LLC DBA UNITI FIBER

BID PROPOSAL NO.: 935

TIER 1/ TIER 2 INTERNET

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Hunt Telecommunications, LLC, doing business as Uniti Fiber, represented by Andrew Newton, President (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Contract is effective as of January 21, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, on December 8, 2020, the City issued an Invitation to Bid No. 935 seeking a contractor to provide Tier 1 or Tier 2 internet connection services and dedicated wireless access network (“**WAN**”) circuits to service City Hall, the current disaster recovery (“**DR**”) site at the Orleans Parish Communications District (“**OPCD**”), and our new DR site at Venyu in Baton Rouge (the “**ITB**”);

WHEREAS, on December 29, 2020, the Contractor submitted the lowest responsive bid in response to the ITB (the “**Contractor’s Bid**” or the “**Bid**”);

WHEREAS, on November 4, 2021, effective January 21, 2021, the City and the Contractor entered into a contract to provide Tier 1 or Tier 2 internet connection services and dedicated WAN circuits to the City under the ITB (“**Contract**”); 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 Contract for an additional one (1) year, to reaffirm the price proposal as submitted by the Contractor in response to the ITB, and to modify or reaffirm certain terms and conditions, and to provide otherwise with respect thereto.

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

1. **Extension.** The Term of the Contract is extended for an additional one (1) year from January 21, 2022, through January 20, 2023.
2. **Price.** The City and Contractor reaffirm the price proposal submitted by the Contractor in response to the ITB.
3. **Additional Miscellaneous Provisions.** The following terms and conditions are reaffirmed in the Contract:
 - A. **Convicted Felon Statement.** The Contractor 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 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. **Entire Agreement.** This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Contract and are without effect to vary or alter any terms or conditions of this Contract.

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

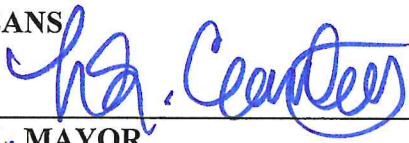
5. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original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

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[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

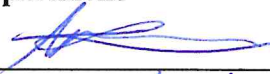
BY: 

LATOYA CANTRELL, MAYOR

Executed on this ^{1st} of November, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorian

HUNT TELECOMMUNICATIONS, LLC

BY: 

ANDREW NEWTON, PRESIDENT


TAX I.D.