

K20-217

**AMENDMENT NO. SIX TO
THE CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
JOHNSON CONTROLS FIRE PROTECTION LP**

THIS AMENDMENT is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City") by and through the New Orleans Aviation Board, represented by the Honorable Michael Bagneris, Chairman (the "**Board**") (collectively referred to as "**Airport**"), and Johnson Controls Fire Protection LP, represented by Thomas M. Blue, Fire Service Manager (the "Contractor"). The Airport and the Contractor are sometimes collectively referred to as the "Parties." The Amendment is effective when signed by the Mayor (the "Effective Date").

RECITALS

WHEREAS on February 13, 2017, the Airport and the Contractor entered into a contract for fire protection systems annual maintenance (the "Agreement");

WHEREAS, the First Amendment dated December 11, 2017 allocated funding for the resolution of fire system red- and yellow-tagged discrepancies;

WHEREAS, the Second Amendment dated April 2, 2018 exercised the first of three one-year renewal options and allocated additional funding for Contractor's continued services;

WHEREAS, the Third Amendment dated June 21, 2018 allocated funding for unforeseeable, emergency repairs to the fire suppression system, including the replacement of parts, and recognized Contractor's name change;

WHEREAS, the Fourth Amendment dated October 18, 2018 allocated funding for the correction of unforeseen deficiencies with the fire suppression system discovered during scheduled inspections;

WHEREAS, the Fifth Amendment, dated February 13, 2019, exercised the second of three one-year renewal options and allocated additional funding for Contractor's continued services. This was approved by the Board on November 15, 2018.

WHEREAS, the Board, approved an allocation of an additional \$25,000.00, to cover the cost of providing services in the new North Terminal on April 18, 2019.

WHEREAS, the Board approved this Amendment and allocation of \$175,750.00 at its meeting held on September 19, 2019.

WHEREAS, the Board approved an additional allocation of \$70,000.00 on October 17, 2019, to pay for unforeseen repairs required to be performed in the South Terminal.

WHEREAS, the Airport and the Contractor, each having the authority to do so, desire to enter this Amendment to exercise the third of three one-year renewal options and to allocate additional funding for Contractor's continued services.

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

1. **Extension.** In accordance with the Agreement, the term is extended for an additional year from the Effective Date through February 12, 2021.
2. **Compensation.** The maximum amount payable for the services to be provided under this Agreement is increased by \$270,750.00 to a total amount not to exceed \$1,038,000.00. This includes the \$25,000.00 allocation approved on April 18, 2019, the \$175,750.00 approved by the Board on September 19, 2019 and the \$70,000.00 allocation approved on October 17, 2019.
3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 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.
4. **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 Amendment. 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 Amendment

5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
6. **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.
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.

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Airport and the Contractor, through their duly authorized representatives, execute this Agreement.

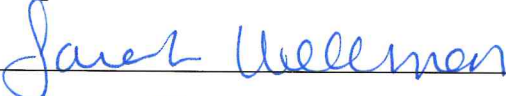
CITY OF NEW ORLEAS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 14th day of April, 2019

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Sarah Wellman

[BOARD SIGNATURES CONTAINED ON NEXT PAGE]

Approved by resolution of the New Orleans Aviation Board dated April 18, 2019, September 19, 2019 and October 17, 2019 and directing the Chairman and Director of Aviation to execute the same:

NEW ORLEANS AVIATION BOARD

By: Michael Bagneris 4/3/2020
Hon. Michael Bagneris, Chairman
New Orleans Aviation Board Date

By: Kevin Dolliole 3-26-2020
Kevin Dolliole, Director of Aviation
New Orleans Aviation Board Date

Reviewed as to form and legality:

By: Michele Allen-Hart
Michele Allen-Hart
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board Date

Digitally signed by Michele Allen-Hart
DN: cn=Michele Allen-Hart, o=New Orleans Aviation Board,
ou=Legal Department, email=mallen-hart@flymsy.com, c=US
Date: 2020.03.25 11:31:38 -05'00'

[CONTRACTOR SIGNATURE CONTAINED ON NEXT PAGE]

JOHNSON CONTROLS FIRE PROTECTION LP

BY: Blue 23 MARCH 2020
THOMAS M. BLUE, FIRE SERVICE MANAGER

80-0706067
Tax ID Number