

K20-1025

**AMENDMENT NO. SEVEN 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 Willie Alford, Operations 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 Sixth Amendment dated April 14th, 2020, allocated funding to cover the cost of services at the North Terminal, allocated funding for unforeseen repairs at the South Terminal and extended the contract for an additional year until February 12, 2021.

WHEREAS, the Airport and the Contractor, each having the authority to do so, desire to enter this Amendment to allocate additional funding to decommission a portion of the fire deluge protection system and other necessary fire system repairs at the South Campus Facilities that is only needed if there would be aircraft operations..

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

1. **Compensation**. The maximum amount payable for the services to be provided under this Agreement is increased by \$90,000.00 to a total amount not to exceed \$1,128,000.00.
 - a. **Cost Recovery**. In accordance with Section 2-8.1 of the New Orleans Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the NOAB or disgorge anything of value or economic benefit received from the NOAB if the Contractor fails to meet its contractual obligations.
2. **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.
3. **Non-Solicitation Statement**. The Contractor swears that it has not employed or retained any company or person, to solicit or secure this Amendment other than a 1) bona fide employee working solely for Contractor; 2) consultant representing the Contractor; or 3) an attorney representing the Contractor. The Contractor has not paid or agreed to pay any person, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment other than a 1) bona fide employee working solely for Contractor; 2) consultant representing the Contractor; or 3) an attorney representing the Contractor.
4. **Living Wages**.

- a. **Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.
- b. **Compliance.** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, et seq., which requires, in pertinent part, the following:
 - i. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code (“Living Wage”);
 - ii. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
 - iii. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.
- c. **Current Living Wage.** In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.
- d. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.
- e. **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“Article”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

- f. **Reporting.** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

- g. **Compliance Monitoring.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “OWD”) and/or the Chief Administrative Office (“CAO”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.
- h. **Remedies.** If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.
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.

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[SIGNATURES CONTAINED ON THENEXT PAGE]

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

CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL, MAYOR

Executed on this 18th of March, 2020²¹

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: Tracy Tyler

Approved by resolution of the New Orleans Aviation Board dated **June 18, 2020** and directing the Chairman and Director of Aviation to execute the same:

NEW ORLEANS AVIATION BOARD

By: Michael Bagnieris 3/9/21
Hon. Michael Bagnieris, Chairman Date
New Orleans Aviation Board

By: Kevin Dolliole 3-9-21
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: Michele Allen-Hart 3/8/2021
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board

JOHNSON CONTROLS FIRE PROTECTION, LP

BY: John Alford
WILLIE ALFORD, OPERATIONS MANAGER

TAX ID NUMBER