



City of New Orleans
Law Department

INTEROFFICE MEMORANDUM

Date: February 3, 2020
To: Sunni LeBeouf, City Attorney
From: Andrew Gregorian, Assistant City Attorney

K18-1125 BRASS#271

Pursuant to City Charter Sections 4-401(5) and 6-308(1), City Attorney's approval and the Mayor's execution are required for the following transaction:

Originating Department: NOFD.
Type of Agreement: Professional Services Agreement.
Party: Zoll Data Systems, Inc.
Procurement: N/A (This is a Sole-Source Contract approved under Policy Memo 8(R).
Amendment: Yes, this is the fifth amendment.
Scope of services: Licensing, support, and maintenance of the operations and data collection/report software used by the NOFD.
Purpose: To ensure the continuity of services by renewing the term for an additional year.
Term: One year from January 1, 2019 through December 31, 2020.
Amount: \$23,799.00. This is the annual maintenance fee for the agreement.
Supporting Documents: Sole-source authorization memo, original contract (K15-298), previous amendments (K16-063, K16-1411, K17-1455, and K18-1195), proof of insurance, proof of good standing, proof of signatory authority, approved tax clearance form, and DBE waiver form.
Additional Information: N/A.
Working Contract ID: K18-1125.
BRASS Contract No.: 271.

I have reviewed the amendment and supporting documents. It is correct as to form and legality. Please know that I am available if you have any questions or need additional information. AG

K19-1125

AMENDMENT NO. 5 TO CONTRACT

CITY OF NEW ORLEANS

AND

ZOLL DATA SYSTEMS

LICENSING, SUPPORT AND MAINTENANCE AGREEMENT

THIS FIFTH AMENDMENT (the "**Amendment**") is made and entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and ZOLL Data Systems, represented by Alexander Moghadam, President (the "**Contractor**"). The City and the Contractor shall sometimes be referred to collectively as the "**Parties**". This Amendment shall be effective as of January 1, 2020.

WHEREAS, the City and the Contractor are parties to a contract dated January 1, 2015, for the licensing, support, and maintenance of the software system currently in use by the New Orleans Fire Department ("**NOFD**") for its operations including, but not limited to, to log daily preventative activities, track emergency response data, analyze efficiency and deficiencies, provide reports to citizens and to track overall performance goals (the "**Agreement**");

WHEREAS, The City and the Contractor previously amended the Agreement four times to ensure continuity of services; and

WHEREAS, the City and the Contractor, each having the authority and desire to do so, hereby enter this Amendment to further extend the term of the agreement, as amended, for an additional one year and continue the services thereunder.

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

1. **Extension.** In accordance with Article V, Section B of the Agreement, as amended, the term is extended for an additional one year from the Effective Date through December 31, 2020.
2. **Price.** The Parties reaffirm the annual rate of \$23,799.00 contained in Article IV Section B of the Agreement, as amended.
3. **Invoicing.** Article I, Section G of the Agreement, is amended to include the following language:

Invoicing. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.

4. **Payment.** Article II, Section B of the Agreement, is amended to include the following language:

Payment. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

5. **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.
6. **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.
7. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
8. **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]

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

CITY OF NEW ORLEANS

BY: L. Cantrell
LATOYA CANTRELL, MAYOR

FORM AND LEGALITY APPROVED:
Law Department

By: T. Tyler
Printed Name: Traug Tyler

ZOLL DATA SYSTEMS, INC.

BY: A. Moghadam
ALEXANDER MOGHADAM, PRESIDENT

