

K20-526

AMENDMENT NO. FOUR TO THE CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
RIVER PARISH DISPOSAL, LLC

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 Hon. Michael G. Bagneris, Chairman (the "Board") (collectively referred to as "Airport"), and River Parish Disposal, LLC, represented by Weldon Frommeyer, President (the "Contractor"). The Airport and the Contractor are sometimes collectively referred to as the "Parties." The Amendment is effective January 16, 2020 (the "Effective Date").

RECITALS

WHEREAS, on February 13, 2017, the Airport and the Contractor entered into a contract for waste removal and disposal services at the Louis Armstrong New Orleans International Airport (the "Agreement");

WHEREAS, the first amendment dated September 21, 2017 provided for the first of three one-year renewal periods and additional funds for Contractor's services;

WHEREAS, the second amendment dated November 15, 2018 provided for the second of three one-year renewal periods and additional funds for Contractor's services;

WHEREAS, the third amendment dated July 18, 2019 provided additional funding to Contractor for the purchase of specially-designed trash compactors and for the increased frequency of Contractor's services at the new 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 contract renewal options as well as to provide funds for Contractor's continued services and the purchase of two low-profile cardboard balers needed at the new terminal; and

WHEREAS, the Board approved this Amendment at its meeting held on July 18, 2019.

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 February 13, 2020 through February 12, 2021.
2. **Compensation.** The maximum amount payable for the services to be provided under this Agreement is increased by \$535,422.30 to a total amount not to exceed \$1,413,856.70.
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.

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[SIGNATURES CONTAINED ON NEXT 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 13th of November, 2020

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

Please sign in BLUE ink

[NOAB SIGNATURES CONTAINED ON NEXT PAGE]

Approved by resolution of the New Orleans Aviation Board dated January 16, 2020 and directing the Chair and Director of Aviation to execute the same:

NEW ORLEANS AVIATION BOARD

By: Michael G. Bagneris 7/6/2020
Hon. Michael G. Bagneris, Chairman Date
New Orleans Aviation Board

By: Kevin Dolliole 7-1-2020
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

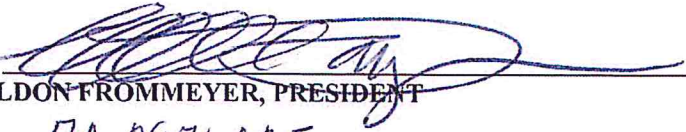
Reviewed as to form and legality:

By: Michele Allen-Hart 6/30/2020
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board

Please sign in BLUE ink

[CONTRACTOR SIGNATURE CONTAINED ON NEXT PAGE]

RIVER PARISH DISPOSAL, LLC

BY: 
WELDON FROMMEYER, PRESIDENT
72-0976235
FEDERAL TAX I.D. NO.

Please sign in BLUE ink