

K22-508

AMENDMENT NO. TEN 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 February 13, 2022 (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;

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 Seventh Amendment, dated March 18, 2021, allocated additional funding to decommission a portion of the fire deluge protection system and other necessary fire system repairs at the South Campus Facilities that are only needed if there are aircraft operations;

WHEREAS, the Eighth Amendment, dated May 14, 2021, extended the Agreement on a month-to-month basis from February 13, 2021, to August 12, 2021, and allocated additional funding for the Contractor's continued services;

WHEREAS, the Ninth Amendment, dated August 13, 2021, extended the agreement on a month-to-month basis from August 13, 2021 to February 12, 2022, and allocated additional funding for the Contractor's continued services; and

WHEREAS, the Airport and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the Agreement on a month-to-month basis for a period not to exceed six months or the effective date of a new contract covering the same services and allocate additional funding for the Contractor's continued services.

WHEREAS, the Board approved this Amendment at its meeting held on January 20, 2022.

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

1. **Extension.** By this Amendment, the Agreement is extended on a month-to-month basis beginning February 13, 2022 and ending no later than August 12, 2022, or the effective date of a new contract covering the same services. The Airport may terminate this Agreement during any one-month period with 10 days' notice to the Contractor. In such event, the Contractor would be compensated for all services performed until the effective date of termination
2. **Compensation.** The maximum amount payable for the services to be provided under this Agreement is increased by \$120,000.00 to a total amount not to exceed \$1,658,000.00. Any amount allocated under any prior contract year which remains unexpended at the conclusion of the contract year when it was allocated originally shall be available for expenditure during any subsequent contract year.
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, 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.
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.

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 2nd of September, 2020¹²

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

Andrew Gregorian

Approved by resolution of the New Orleans Aviation Board dated January 20, 2022 and directing the Chairman and Director of Aviation to execute the same:

NEW ORLEANS AVIATION BOARD

By: Michael Bagneris 5/3/22
Hon. Michael Bagneris, Chairman Date
New Orleans Aviation Board

By: Kevin Dolliole 5.3.22
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: Michele Allen-Hart 5/2/2022
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board

JOHNSON CONTROLS FIRE PROTECTION, LP

BY: Elvis Joseph
ELVIS JOSEPH, TOTAL SERVICE MANAGER


TAX ID NUMBER