

**FIRST AMENDMENT TO CONTRACT NO. DA- 5543
BETWEEN THE CITY OF LOS ANGELES AND JOHNSON CONTROLS
FIRE PROTECTION LP FOR SUPPLEMENTARY LOS ANGELES FIRE MARSHALL
REGULATION 4 TESTING OF THE FIRE LIFE AND SAFETY SYSTEM,
SMOKE CONTROL, AND EVACUATION CONTROL SYSTEMS
AT LOS ANGELES WORLD AIRPORTS**

THIS FIRST AMENDMENT TO CONTRACT NO. DA-5543 is made and entered into this ____ day of _____, 2024, between the **CITY OF LOS ANGELES**, a municipal corporation (hereinafter referred to as “City”), acting by order of and through its **BOARD OF AIRPORT COMMISSIONERS** (herein referred to as “Board”) of the **DEPARTMENT OF AIRPORTS** (hereinafter referred to as “Department” or “LAWA”) and **JOHNSON CONTROLS FIRE PROTECTION LP** (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, City’s Department of Airports known formally as Los Angeles World Airports (“LAWA”) is responsible for the management and administration of this Contract; and

WHEREAS, City and Consultant entered into Contract No. DA-5543 (the “Contract”) dated May 13, 2022, for supplementary Los Angeles Fire Marshall Regulation 4 Testing of the Fire Life and Safety, Smoke Control, and Evacuation Control Systems at Los Angeles World Airports (hereinafter referred to as “Project”); and

WHEREAS, the original term of the Agreement was for three (3) years commencing; and

WHEREAS the original Contract award was for the not-to-exceed amount of Three Million One Hundred Eighty-Four Thousand Three Hundred and Eighty-Eight and 00/100 Dollars (\$3,184,388.00); and

WHEREAS, the Parties both agree to extend the term of the Contract to April 22, 2026, and increase the Contract not-to-exceed amount by an additional One Million Six Hundred Thousand Dollars (\$1,600,000.00), from Three Million One Hundred Eighty-Four Thousand Three Hundred and Eighty-Eight and 00/100 Dollars (\$3,184,388.00), for a total of Four Million Seven Hundred Eighty-Four Thousand Three Hundred Eighty-Eight and 00/100 Dollars (\$4,784,388.00); and

NOW, THEREFORE, in consideration of the promises and of the terms and covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, do mutually agree that the Contract is **HEREBY AMENDED AS FOLLOWS:**

AMENDMENT

Section 1.0 of Contract DA-5543, is amended and restated in its entirety to read:

Section 1.0 Term of Contract. Notwithstanding any other provision in this Contract, the term of this Contract shall commence on the Effective Date, and shall expire no later than April 22, 2026, thereafter (the "Term"); subject, however, to earlier termination pursuant to the terms of this Contract. LAWA may terminate this Contract without cause and without liability for damages upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

Section 2.2 of the Contract is amended and restated in its entirety to read:

Section 2.2 The City shall pay Contractor for the facility, maintenance, repair and operation services supplied by Contractor pursuant to this Contract in accordance with the terms of the Sourcewell Contract Documents. The fees to be paid to the Contractor by the City for the services and associated products and supplies provided under this Contract shall not exceed Four Million Seven Hundred Eighty-Four Thousand Three Hundred Eighty-Eight and 00/100 Dollars (\$4,784,388.00).

It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of Contract No. DA-5543 and except as expressly amended herein, all terms, covenants, and conditions of Contract No. DA-5543, and all amendments thereto, shall remain in full force and effect.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Department has caused this First Amendment to be executed on its behalf by the CEO and Consultant has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO
City Attorney

CITY OF LOS ANGELES
By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy/Assistant City Attorney

By: _____
Chief Financial Officer
Department of Airports

ATTEST:

**JOHNSON CONTROLS FIRE
PROTECTION LP**

By: 
Signature (Secretary)

Ramon Ryan Tolentino
Print Name

By: ANdrew Krynen
Signature

ANdrew Krynen
Print Name

General Manager
Print Title

[SEAL]