

MOTION

NO. M-25-456

CITY HALL: August 21, 2025

BY: COUNCILMEMBER MORRELL (BY REQUEST)

SECONDED BY:

WHEREAS, Section 70-10 of the Code of the City of New Orleans (“Code”) requires that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the President of the City Council; and

WHEREAS, Section 70-10 of the Code further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, The City of New Orleans’ and DigiTech Computers, LLC, desire to enter Amendment No. 1 to the Professional Services Agreement for an electronic patient care report system, and billing and collections services, for a period of four (4) years with the compensation being \$1,500,000.00 per year, a total additional amount of \$6,000,000.00, with an aggregate amount of \$6,999,999.99; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Amendment No.1 to the Professional Services Agreement between the City of New Orleans and DigiTech Computer LLC; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No.1 to the Professional Services Agreement between the City of New Orleans and DigiTech Computers, LLC., as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, That the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney’s Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

**BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
DIGITECH COMPUTER LLC**

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Digitech Computer LLC, represented by Walter C. Pickett II, CEO (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of November 1, 2025 (the “**Effective Date**”).

RECITALS

WHEREAS, effective November 1, 2024, the City, through its Emergency Medical Services (“**EMS**”), and the Contractor entered into a professional services agreement for the provision of electronic patient care reporting, billing, and collections services for utilization by New Orleans Emergency Medical Services (the “**Agreement**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this first Amendment to ensure continuity of services by renewing the Agreement through October 31, 2029, increasing the Agreement’s compensation amount, and modifying certain terms and conditions; and

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

- 1. Extension.** Amending Article V, Section (B) of the Agreement, the term is hereby extended for four (4) years from the Effective Date through October 31, 2029.
- 2. Maximum Amount.** The compensation described in Article IV Section B of the Agreement is increased by **\$1,500,000.00** each year during the term of this Amendment for a total increase of **\$6,000,000.00**. The lifetime maximum amount will thus increase from **\$999,999.00** to a new total amount not to exceed **\$6,999,999.00**.
- 3. Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, nor officer has, within the preceding five (5) 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 nor 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 nor 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. 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 originally 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 ARE CONTAINED ON THE NEXT PAGE]

[The rest of this page is intentionally left blank.]

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

BY: _____
CITY COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
Law Department

BY: _____

PRINTED NAME: _____

DIGITECH COMPUTER LLC

BY: _____
WALTER C. PICKETT II, CEO

Name Christina Magee
Person responsible for routing

Ext. 82743

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: To authorize the City of New Orleans' Mayor and City Council President to enter into the first amendment between the City and DigiTech Computer, LLC that has a term of four years, a yearly value of \$1,500,000.00 and total amendment value of \$6,000,000.00, with an aggregate total of \$6,999,999.99.

- 1. WSAD
Department Head
- 2. [Signature]
Department of Law
- 3. [Signature]
Chief Administrative Officer
- 4. [Signature]
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ MOVED: _____

_____ YEAS: _____

_____ NAYS: _____

_____ ABSENT: _____

_____ RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: New Orleans Emergency Medical Services

Name of Contact Person: Christina Magee

Telephone Number: 504-658-2743

Email Address: clmagee@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** To authorize the Mayor and City Council President to enter into Amendment 1 to the contract for maintenance, and technical support to the billing service for New Orleans Emergency Medical Services.

2. **The parties involved:** City of New Orleans and Digitech Computers, LLC

3. **The obligations, expectations, and deliverables of the parties involved:** Digitech Computers, LLC to provide service, maintenance, and technical support to the billing service system used by New Orleans Emergency Medical Services.

4. **The duration of the contract:** Four (4) years beginning the date of 11/01/2025 and ending 10/31/2029

5. **The cost and any fiscal implications of the contract for the City:** The cost and maximum amount payable is \$6,000,000 (\$1,500,000 per year for 4 years)

6. **Describe disadvantaged business enterprise (DBE) participation:** This company has a DBE compliance form.