

MOTION

NO. M-25-457

CITY HALL: August 24, 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’ (“City”) and Acadian Ambulance Service, Inc, desire to enter Amendment No. 3 to a Professional Services Agreement for ambulance services, to extend the contract for an additional one (1) year with an additional compensation of \$500,000.00 for aggregate amount of \$2,550,000.00; **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.3 to the Professional Services Agreement between the City and Acadian Ambulance Service, Inc.; and

BE IT FURTHER MOVED, That the President of the Council is hereby authorized to sign Amendment No.3 to the Professional Services Agreement between the City of New Orleans and Acadian Ambulance Service, Inc., 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. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
ACADIAN AMBULANCE SERVICE OF NEW ORLEANS, LLC

THIS THIRD AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Acadian Ambulance Service of New Orleans, LLC, represented by Timothy J. Burke (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 January 1, 2026 (the “**Effective Date**”).

RECITALS

WHEREAS, on December 9, 2022, the City issued Request for Proposals No. 2695, seeking qualified persons to provide supplemental emergency ambulance services to the City of New Orleans’ Emergency Medical Services (the “**RFP**”); and

WHEREAS, the Contractor submitted a proposal, dated December 21, 2022, and the City selected the Contractor to perform the professional services described in the RFP; and

WHEREAS, on January 1, 2023, the City and the Contractor entered into a professional services agreement for ambulance services (the “**Agreement**”); and

WHEREAS, on January 1, 2024, the City and the Contractor amended the Agreement for the first time to extend the term of the Agreement, to reaffirm the price proposal submitted to the RFP, to increase the Agreement’s compensation, and to modify certain terms and conditions for continuity of services (“**First Amendment**”); and

WHEREAS, on January 1, 2025, the City and the Contractor amended the Agreement for the second time to extend the term of the Agreement, to reaffirm the price proposal submitted to the RFP, to increase the Agreement’s compensation, and to modify certain terms and conditions for continuity of services (“**Second Amendment**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the Agreement’s term for an additional one (1) year and to reaffirm the price proposal submitted by the Contractor in response to the City’s RFP; and

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

1. **Extension**. In accordance with Article V, Section (B) of the Agreement, the term is extended for an additional one (1) year from the Effective Date through December 31, 2026.
2. **Price**. The price provision in Article IV, Section (A)(1) of the Agreement shall be deleted in its entirety and replaced with the following: The City will pay Contractor in accordance with the rates submitted in the revised Contractor’s Pricing Table, attached hereto as Exhibit “B.”

3. **Maximum Compensation.** In accordance with Article IV, Section (B) of the Agreement, the lifetime aggregate amount payable under the Agreement in its entirety will remain at **\$2,550,000.00**.

a. Contractor will inform the City when there is twenty percent (20%) of the total contract compensation remaining in the current term. The City will use its best efforts to obtain additional funding to continue the services under the Agreement and warrants that it will not request services under the Agreement if funding is not available to compensate the Contractor.

4. **Special Conditions for FEMA Contracts.** The “Special Conditions for FEMA Contracts,” attached as Exhibit “A” to this Amendment, are expressly incorporated and will become effective immediately if the City has indicated that it will or may seek reimbursement from FEMA in the procurement documents or upon the City’s notice to the Contractor that the City intends to seek reimbursement from FEMA in connection with the work to be performed under this Amendment.

5. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 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.

6. **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.

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. **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.

9. **Electronic Signature and Delivery.** The Parties agree that a 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 signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGES]

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

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

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: _____

ACADIAN AMBULANCE SERVICE OF NEW ORLEANS, LLC

BY: _____
TIMOTHY J. BURKE, CPA, CGMA,
FACHE REGIONAL VICE PRESIDENT

FEDERAL TAX I.D.

[EXHIBIT “A” ON NEXT PAGES]

EXHIBIT A

Special Conditions For FEMA Contracts

This Contract may be subject to FEMA reimbursement. Notwithstanding any provision of the Contract to the contrary, the following terms and conditions will apply:

A. Termination for Cause:

The City and the Contractor shall each have the right to terminate this Contract for cause, effective immediately upon the giving of written notice to the other Party of its intent to terminate and the reasons, therefore. If the termination for cause is subsequently challenged in a court of law and if the Challenging Party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the Challenging Party and no further notice shall be required.

B. Termination for Convenience:

The Parties shall have the right to terminate this Contract without cause by giving the other Party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that a Party elects to terminate for convenience, the City shall be obligated to pay the Contractor only for those services performed in accordance with Article I of the Contract up to and through the date of termination.

C. Records Retention and Access:

The Contractor shall grant the City, the State of Louisiana, the Federal Emergency Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract for the purpose of making audit examination excerpts. The Contractor shall retain all required records for five (5) years from the Contract's expiration or until such time as: (1) the State of Louisiana or the City makes final payments, or (2) all other pending matters related to the Contract are closed, whichever is later.

D. Compliance with Applicable Laws and Regulations:

As applicable, the Contractor shall comply with each of the following, all of which are incorporated herein by reference:

1. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

3. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

4. Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

5. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. Unless duly suspended or revoked, the Davis-Bacon Act (40 U.S.C. 276a to 40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

7. Any and all applicable requirements as required by Federal Uniform Administrative Requirements (Appendix II to 2 CFR Part 200).

E. Debarment, Suspension, and Ineligibility:

The Contractor represents and warrants that it and its sub-contractors are not debarred, suspended, or placed in ineligibility status in the System for Award Management (“SAM”) in accordance with the applicable OMB guidelines relating to government debarment and suspension regulations.

F. Remedies and Sanctions Against Contractor’s Default:

The City retains all rights and recourse under Louisiana law to enforce this Contract or recover damages in connection with any Contractor breach or violation hereof.

EXHIBIT B
Pricing Table

Scope of Work 1 – ALS

- Cost per Truck: \$2,760.00*
- Cost per Hour: \$230.00

Scope of Work 2 – BLS

- Cost per Truck: \$2,280.00*
- Cost per Hour: \$190.00

** “Cost per Truck” rate is based on an assumed 12-hour shift and represents the “Cost per Hour” rate multiplied by 12. For all shifts, including those which may be shorter or longer, the listed “Cost per Hour” rate will be billed for each hour worked.*

Name Christina Magee Ext. 82743
Person responsible for routing

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 third amendment between the City and Acadian Ambulance Service, Inc. that has a term of one year, a yearly value of \$500,000.00 and an aggregate total of \$2,550,000.00.

- 1. W. Salmeron - W. Salmeron, Chief
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 EMS

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 a third Amendment to the Emergency Contract with Acadian Ambulance Service, Inc. for ambulance services.

2. The parties involved: The City of New Orleans, New Orleans EMS, and Acadian Ambulance Service, Inc.

3. The obligations, expectations, and deliverables of the parties involved: Acadian Ambulance Service, Inc. has provided emergency ambulance services since August 1, 2020 to supplement the needs of New Orleans EMS's treatment of emergency patients throughout the City.

4. The duration of the contract: January 1, 2026 through December 31, 2026

5. The cost and any fiscal implications of the contract for the City: The lifetime maximum amount payable for the life of the contract is \$2,550,000.00.

6. Describe disadvantaged business enterprise (DBE) participation: Acadian Ambulance Service, Inc. is currently the only provider of ambulance services in the City of New Orleans.