

K23-1015

AMENDMENT NO. 2 TO CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
LIFE-ASSIST INC.

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Life-Assist Inc., represented by Cherie Prior, Vice-President (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” This Amendment is effective as of August 25, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on August 25, 2021, the City, through New Orleans EMS, and the Contractor entered into a Contract in response to Invitation to Bid No. 1239, issued on May 5, 2021, and Addendum One, issued on May 19, 2021, (the “**ITB**”) seeking a contractor to provide medical supplies and pharmaceuticals (the “**Agreement**”); and

WHEREAS, on August 25, 2022, the Parties amended the Agreement for the first time for continuity of services; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to renew the Agreement for one (1) additional year, to increase the Agreement’s maximum compensation, and to increase the contract pricing in accordance with the allowances provided in the ITB; and

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

1. Extension. In accordance with the Agreement and Invitation to Bid No. 1239’s Attachment “B”, the term is extended for an additional one (1) year from the Effective Date through August 24, 2024.

2. Maximum Amount. The maximum amount payable under this Agreement is not to exceed \$2,000,000.00.

3. Price. The City and Contractor agree to adjust the price proposal, submitted by the Contractor in response to the City’s Invitation to Bid No. 1239, by increasing and decreasing the prices of certain medical supplies and pharmaceuticals, as described in Exhibit A: *New Orleans EMS Contract Renewal Letter*, attached separately, in accordance with the U.S. Bureau of Labor Statistics and Producer Price Index.

5. Convicted Felon Statement. The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or 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 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 CONTAINED ON THE NEXT PAGE]

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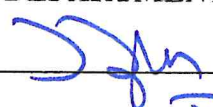
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY:  _____ for
LATOYA CANTRELL, MAYOR

Executed on this 18th of October, 2023

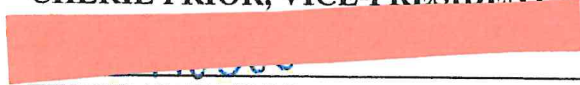
**FORM AND LEGALITY APPROVED:
LAW DEPARTMENT**

BY:  _____

PRINTED NAME: Tracy Tyler

LIFE-ASSIST, INC.

BY:  _____
CHERIE PRIOR, VICE-PRESIDENT


FEDERAL TAX I.D.

**[EXHIBIT "A" NEW ORLEANS EMS CONTRACT RENEWAL LETTER: ATTACHED
SEPARATELY]**