

K25-982

**THIRD AMENDMENT TO THE SUBRECIPIENT AGREEMENT
 BY AND BETWEEN
 THE CITY OF NEW ORLEANS
 AND
 THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
 D.B.A. TULANE UNIVERSITY
 FOR
 NATIONAL DISASTER RESILIENCE SPECIES MONITORING**

THIS THIRD AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by Joseph W. Threat, Sr., Chief Administrative Officer (the “**City**”), and The Administrators of the Tulane Educational Fund d.b.a Tulane University, represented by Denise M. Lovrovich, Senior Director of the Sponsored Project Administration (the “**Subrecipient**”). The City and the Subrecipient are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of October 1, 2025 (the “**Effective Date**”).

RECITALS

WHEREAS, on October 8, 2021, the City and the Subrecipient entered into a Subrecipient Agreement, effective through August 31, 2022, to promote ecological diversity and sustainability and to protect citizens against rodent and mosquito transmitted diseases, such as Leptospirosis, Chikungunya, Encephalitis, West Nile, and Zika viruses (the “**Agreement**”);

WHEREAS, on August 29, 2022, the City and the Subrecipient entered into the First Amendment to extend the term for continuity of services;

WHEREAS, on August 29, 2023, the City and the Subrecipient amended the Agreement for the second time to extend its term for continuity of services;

WHEREAS, the City and the Subrecipient, each having the authority to do so, desire to enter this Amendment to extend its term for continuity of services;

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

A. EXTENSION. The term of the Agreement is extended for two (2) years from October 1, 2025, through September 30, 2027.

B. CONVICTED FELON STATEMENT. The Subrecipient swears that it complies with City Code § 2-8(c). No Subrecipient 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.

C. NON – SOLICITATION STATEMENT. The Subrecipient swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Subrecipient has not paid or 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.

D. 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.

E. PRIOR TERMS BINDING. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

(Signatures contained on the following page)

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