

K22-821

**FIRST AMENDMENT TO 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 FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and The Administrators of the Tulane Educational Fund d.b.a Tulane University, represented by Denise M. Lovrovich, Associate Director, Sponsored Project Administration (the “**Subrecipient**”). The City and the Subrecipient are sometimes collectively referred to as the “**Parties.**” The Amendment is effective upon full execution by the Parties (the “**Effective Date**”).

RECITALS

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

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

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

1. **Extension.** The term of this Amendment shall be from September 1, 2022 – August 31, 2023.

2. **Convicted Felon Statement.** The Subrecipient swears that it complies with City Code Section 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.

3. **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.

4. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

5. **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.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

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


CITY OF NEW ORLEANS

BY:  _____ for
LATOYA CANTRELL, MAYOR

Executed on this 29th of AUGUST, 2022

FORM AND LEGALITY APPROVED:

Law Department

By:  _____

Printed Name: Andrew Gregorian

THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND,
D.B.A. TULANE UNIVERSITY

BY: Denise M Lovrovich Digitally signed by Denise M Lovrovich
DN: cn=Denise M Lovrovich, o=Tulane
University, email=dllovrov@tulane.edu, c=US
Date: 2022.08.11 11:43:56 -05'00' _____
DENISE M. LOVROVICH, ASSOCIATE DIRECTOR

72-0423889
FEDERAL TAX I.D. NO.

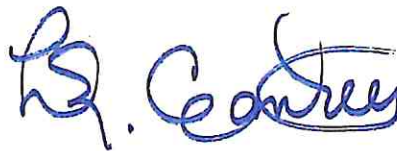
Date _____

LATOYA CANTRELL, MAYOR
CITY OF NEW ORLEANS

**MAYOR'S DELEGATION TO CHIEF ADMINISTRATIVE
OFFICER, GILBERT MONTAÑO, TO EXECUTE CONTRACTS**

I, LaToya Cantrell, Mayor of the City of New Orleans, pursuant to Section 6-308(1) of the Home Rule Charter of the City of New Orleans, do hereby authorize Gilbert Montaña, Chief Administrative Officer, to execute all contracts as needed, on behalf of the City, from the 29th day of August, 2022 through the 30th day of August, 2022.

Signed this 24th day of AUGUST, 2022.



LATOYA CANTRELL, MAYOR

