

K23-875

SECOND 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 SECOND 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 Kathleen Kozar, Director, Sponsored Project Administration (the “**Subrecipient**”). The City and the Subrecipient are sometimes collectively referred to as the “**Parties.**” The Amendment is effective as of September 1, 2023 (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 and the 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 from September 1, 2022 - August 31, 2023, and to update essential provisions;

WHEREAS, the City and the Subrecipient, each having the authority to do so, desire to amend the Agreement 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.** This Amendment shall be effective for two years, from the Effective Date through September 30, 2025.

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, as amended, 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 Agreement.

CITY OF NEW ORLEANS


BY: 

LATOYA CANTRELL, MAYOR

Executed on this 29th of August, 2023.

FORM AND LEGALITY APPROVED:

LAW DEPARTMENT

BY: 

Printed Name: Tracy

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

BY: 

KATHLEEN KOZAR, DIRECTOR, SPONSORED PROJECTS ADMINISTRATION

FEDERAL TAX I.D.

DATE 08-14-2023