

K24-555

SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT  
BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

DELTARES USA, INC.

FOR

NATIONAL DISASTER RESILIENCE WATER MONITORING NETWORK

**THIS SECOND AMENDMENT** (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Deltares USA, Inc., represented by Edwin Welles, its Director (the “**Subrecipient**”). The City and the Subrecipient are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of execution by the City (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, on September 24, 2021, the City and the Subrecipient entered into a Subrecipient Agreement for a sustainable surface and groundwater monitoring network, which is funded by the National Disaster Resilience (NDR) Grant (the “**Agreement**”);

**WHEREAS**, on August 18, 2022, the City and the Subrecipient entered into the Amendment No. 1 to extend the term and update essential provisions;

**WHEREAS**, the Agreement requires the installation of twenty (20) groundwater monitoring wells

**WHEREAS**, the City desires to install an additional seven (7) groundwater monitoring wells; to be installed in New Orleans East and the Westbank;

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

1. **Statement of Work**, Article II shall be amended to include:

1. Install seven (7) additional wells in New Orleans East and the West Bank in addition to the twenty-one (21) wells planned in the NDR grant.
2. Deltares will integrate the data collection and reporting of these seven (7) additional groundwater monitoring wells into the overall groundwater monitoring database and include the monitoring data from these additional wells in the deliverables that are described in the original Subrecipient Agreement (contract K21-1008).

2. **Schedule of Work**, Deltares will complete the full installation of the seven (7) additional groundwater monitoring wells by September 15, 2024.

3. **Maximum Amount Payable**, The compensation is increased by \$25,000.00 from \$773,266.40 to a maximum amount of \$798,266.40.

4. **Other Costs**, The Subrecipient understands and agrees that the compensation shall be inclusive of all personnel costs, fringe benefits, equipment costs, travel costs, supply costs, and indirect costs identified as those not directly incurred as a result of providing the services listed in this Amendment and deemed ineligible for federal modified total direct costs for on-campus research.

5. **Payment.** Unless otherwise agreed by the City, payment terms are NET 30 days upon providing those goods and/or services described under this Amendment have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

6. **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.

7. **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.

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

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 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: 

LATOYA CANTRELL, MAYOR

Executed on this 20<sup>th</sup> day of August, 2024.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorian

DELTARES USA, INC.

BY: 

EDWIN WELLES, EXECUTIVE DIRECTOR

FEDERAL TAX I.D. NO.

Date 