

**THIRD AMENDMENT TO SUBRECIPIENT AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
ARTS COUNCIL OF NEW ORLEANS
FOR
NDR ORLEANS & LONDON AVENUE CANALS**

THIS THIRD AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Arts Council New Orleans represented by Joycelyn Reynolds, its Executive Director (the “**Subrecipient**”). The City and the Subrecipient are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of May 18, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on May 18, 2020, the City and the Subrecipient entered into a Subrecipient Agreement for placemaking in the Gentilly Resilience District (the “**Agreement**”);

WHEREAS, the City and the Subrecipient entered into a First Amendment on May 18, 2021, to extend the term one year for continuity of services and to update essential provisions;

WHEREAS, the City and the Subrecipient entered into a Second Amendment on May 18, 2022, to extend the term one year for continuity of services and to update essential provisions; and

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 essential provisions;

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

1. **Extension**. The Agreement is extended from May 18, 2023, through September 30, 2025.
2. **Updated language**. The language of *Article V – Duration and Termination, Section B – Extensions* is deleted and replaced in its entirety with:

The City shall have the option to extend the term of this Agreement by giving written notification to the Subrecipient stating such intentions at least thirty calendar days prior to the termination of the Agreement. The term of the Agreement must be extended if the Subrecipient is in control of any CDBG funding.

3. **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.

4. **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.

5. **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.

6. **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 17th of May, 2023

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

ARTS COUNCIL OF NEW ORLEANS

BY: 
JOYCELYN REYNOLDS, PRESIDENT & CEO


FEDERAL TAX I.D. NO.

Date 5/11/23