

**SECOND AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
SEWERAGE AND WATER BOARD OF NEW ORLEANS
FOR
NDR ENERGY RELIABILITY AND MONITORING GRANT**

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Sewerage and Water Board of New Orleans, represented by Randy E. Hayman, Esq., Executive Director (the “**Subrecipient**”). The City and the Subrecipient may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Agreement is effective as of September 1, 2025 (the “**Effective Date**”).

RECITALS

WHEREAS, on May 3, 2021, the City and the Subrecipient entered into a Subrecipient Agreement for HUD National Disaster Resilience (“**NDR**”) Disaster Services for a NDR Energy Reliability and Monitoring Grant (the “**Agreement**”); and

WHEREAS, on August 29, 2023, the City and the Subrecipient amended the Agreement for the first time to extend the term for continuity of services and to update essential provisions;

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, the City and the Subrecipient each having the authority to do so, agree as follows:

- 1. Extension.** In accordance with Article VI, Section B, of the Agreement, the term is extended for two years, from the Effective Date until August 31, 2027.
- 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]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

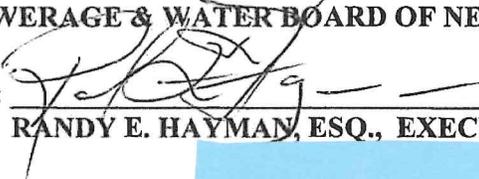
Executed on this 13th of August, 2025.

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Andrew Gregorison

SEWERAGE & WATER BOARD OF NEW ORLEANS

BY: 
RANDY E. HAYMAN, ESQ., EXECUTIVE DIRECTOR


FEDERAL TAX I.D.

FORM AND LEGALITY APPROVED:
Legal Department

By: 
Printed Name: MARY E. ARCENEAUX, ASSISTANT SPECIAL COUNSEL