

K23-798

FIRST 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 FIRST AMENDMENT (the “**Agreement**”) 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 Ghassan Korban, 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, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on May 3, 2021, the City and NORA entered into a Subrecipient Agreement for HUD NDR Disaster Services, which expires August 31, 2023 (the “**Agreement**”); 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, 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, 2025.

2. Convicted Felon Statement. The Contractor swears that it complies with City Code Section 2-8(c). No Contractor 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 Contractor 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 Contractor 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.

Page 1 of 3

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: 

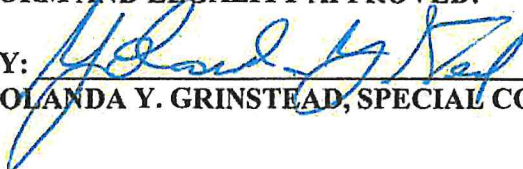
Printed Name: Tracy Tylb

SEWERAGE & WATER BOARD OF NEW ORLEANS

BY: 
GHASSAN KORBAN, EXECUTIVE DIRECTOR


FEDERAL TAX I.D.

FORM AND LEGALITY APPROVED:

BY: 
YOLANDA Y. GRINSTEAD, SPECIAL COUNSEL