

**THIRD 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 THIRD AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by Helena Moreno, Mayor (the “**City**”), and Sewerage and Water Board of New Orleans, represented by Randy E. Hayman, Executive Director (the “**Subrecipient**”). The City and the Subrecipient may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of (the “**Effective Date**”).

RECITALS

WHEREAS, effective 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, effective September 1, 2023, the City and the Subrecipient amended the Agreement for the first time to extend the term for continuity of services;

WHEREAS, effective September 1, 2025, the City and the Subrecipient amended the Agreement for the second time to extend the term for continuity of services;

WHEREAS, the City and the Subrecipient, each having the authority to do so, desire to enter this Amendment to increase the compensation and to update or reaffirm essential provisions;

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

1. **Compensation**. The maximum aggregate amount of compensation payable by the City, as described in Article V of the Agreement, will be increased by \$4,809,822.00, from \$1,190,178.00 to **Six Million Dollars (\$6,000,000.00)**.

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 Amendment.

CITY OF NEW ORLEANS

BY: 
HELENA MORENO, MAYOR

Executed on this 10th of April, 2026.

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Andrew Gregorian

SEWERAGE & WATER BOARD OF NEW ORLEANS

BY: 
RANDY E. HAYMAN, EXECUTIVE DIRECTOR

03-47526001

FEDERAL TAX I.D.

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Theron Levi Baquet, Assistant Special Counsel
Sewerage & Water Board of New Orleans