

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
NEW ORLEANS REDEVELOPMENT AUTHORITY
FOR
STORMWATER MANAGEMENT INTERVENTION AND TRAINING

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and New Orleans Redevelopment Authority, represented by Brenda M. Breaux, its Executive Director (the “**Subrecipient**” or “**NORA**”). The City and the NORA are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of January 31, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, on April 5, 2021, the City and NORA entered into a Subrecipient Agreement for U.S. Department of Housing and Urban Development – National Disaster Resilience’s Disaster Services for stormwater management intervention and training (the “**Agreement**”); and

WHEREAS, the City and NORA, each having the authority to do so, desire to enter this Amendment to extend the Agreement for continuity of services and to update essential terms and conditions;

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

1. Extension. In accordance with Article V of the Agreement, the term is extended for an additional one year from the Effective Date until January 30, 2023.

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.

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 NORA, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL, MAYOR

Executed on this 27th of January, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: Tracy Tyler

NEW ORLEANS REDEVELOPMENT AUTHORITY

BY: _____

BRENDA M. BREAU, EXECUTIVE DIRECTOR

FEDERAL TAX I.D.