

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: July 9, 2026

CALENDAR NO. 35,503

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MCCARON (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement (“CEA”) between the City of New Orleans (the “City”), and the Sewerage and Water Board of New Orleans (“S&WB”), relative to the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML2-22-03) as set forth more fully in the CEA form attached hereto as Exhibit “1” and made a part hereof; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City and the S&WB desire to enter into a CEA between the City and the S&WB relative to the valued public purpose of limiting storm water drainage by the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) in the City of New Orleans; and

WHEREAS, the City and the S&WB desire to enter into this Cooperative Endeavor Agreement to provide for the acceptance and use of funding available to the S&WB commensurate

with the State of Louisiana, Division of Administration, Office of Facility Planning and Control funds for the Project, and to set forth certain other matters in connection there with; **NOW THEREFORE**

1 **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into
3 this Cooperative Endeavor Agreement, in the form attached hereto as Exhibit “1”, between the City of
4 New Orleans and the Sewerage and Water Board of New Orleans for the valued public purpose of
5 limiting storm water drainage by the administration, planning and construction of the Monticello Canal
6 Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) in the City of New Orleans.

1 **SECTION 2.** That said Cooperative Endeavor Agreement is attached hereto as Exhibit “1”
2 and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

EXHIBIT “1”

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS

AND

THE SEWERAGE AND WATER BOARD OF NEW ORLEANS

MONTICELLO CANAL CULVERTS STATE CAPITAL OUTLAY PROJECT

(FP&C #50-ML3-22-03)

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
SEWERAGE AND WATER BOARD OF NEW ORLEANS
FOR
FP&C PROJECT NO. 50-ML3-22-03
MONTICELLO CANAL CULVERTS AT AIRLINE HIGHWAY

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the “**City**”), and Sewerage and Water Board of New Orleans, represented by Randy E. Hayman, Esq., Executive Director (the “**Contractor**” or “**SWBNO**”). The City and the SWBNO may sometimes each be referred to as a “**Party**”, and collectively, as the “**Parties**”. The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana; and

WHEREAS, the SWBNO is a political corporation organized under the laws of the State of Louisiana and whose principal address is located at 625 St. Joseph Street, New Orleans, LA 70165; and

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, on April 17, 2023, the State of Louisiana, Division of Administration, Office of Facility Planning and Control (“**FP&C**”), notified the City of funding (attached as *Exhibit “A”*) for the application prepared and submitted by the Department of Public Works to widen the drainage culverts in the Monticello Canal and the nearby trestle bridge to ensure adequate drainage capacity (attached as *Exhibit “B”*) and referred to in this Agreement as the “**Project**,” bearing FP&C Project No. 50-ML3-22-03; and

WHEREAS, the City, as grantee, entered into a cooperative agreement with the FP&C to facilitate the funding of FP&C Project No. 50-ML3-22-03 (the “**FP&C CEA**,” attached as *Exhibit “C”*); and

WHEREAS, the City and the SWBNO desire to accomplish a valuable public purpose of establishing the funding to the SWBNO to facilitate the design and construction of the Project; and

WHEREAS, following completion of the Project, the Project will be owned and operated by the SWBNO; and

WHEREAS, the City and the SWBNO agree that their mutual goals and objectives satisfy a legitimate and valid public purpose, and that these goals and objectives will provide intangible benefits to the betterment and improvement of the City's infrastructure and the public at-large, and enable the SWBNO to mitigate flooding in the Hollygrove and surrounding neighborhoods: and

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

ARTICLE I - THE SWBNO'S OBLIGATIONS

A. Work Plan. The SWBNO shall develop a work schedule, list of deliverables, and action items for submission to, review, and approval of the City, identifying work activity, project milestones, deliverables, and timeline for each work activity concerning or relating to the Project. The project milestones shall include commencement and completion of the schematic design; conceptual design; design development; pre-construction services; construction documents; permits; commencement of construction on the Project; completion of construction of the Project; and commencement of use of the Project.

B. SWBNO Obligations. The SWBNO shall, in addition to the above, perform or cause to be performed the following:

1. Hire and work with a licensed Louisiana engineer to provide engineering analysis and design of the Project.

2. Present the Project concept at key stages (e.g., schematic design and design development) to City staff, city council, and the public-at-large.

3. Develop a written budget for the Project (the "**Project Budget**") which shall be subject to the written approval of the City's Deputy CAO of the Office of Sustainability, which approval shall not be unreasonably withheld.

4. Work with the engineer, contractor, and any other retained consultants to develop appropriate performance milestones to ensure timely completion of the Project.

5. Obtain all required governmental regulatory reviews and approvals required in connection with the construction of the Project.

6. Provide all plans and specifications to the City's CAO Fiscal Grants Management and Financial Compliance office for transmittal to FP&C for review and approval;

7. Incorporate any reasonable review comments from City or FP&C into the design and construction of the Project;

8. Comply with pertinent local and state laws concerning the bidding of the work and the expenditure of public funds by FP&C and the City, including, but not limited to, La. Rev. Stat. § 38:2212, et seq., award the Project to the lowest responsive and responsible bidder (the

“SWBNO”) in accordance with the Louisiana Public Bid Law, and provide City with documentation of the process used in obtaining design or construction bids;

9. Hire any and all other necessary consultants to manage the construction of the Project and to perform any required site civil surveying, geotechnical, mechanical, electrical, and other engineering services.

10. Assume day-to-day management and oversight authority and responsibilities with respect to the design and construction of the Project;

11. Execute a construction contract, which shall be in accordance with the provisions of this Agreement, the Louisiana Public Bid Law, and the Louisiana Public Works Act.

12. Report to the City’s Deputy CAO of the Office of Sustainability every six (6) months during the term of this Agreement and as reasonably requested by the City regarding: (a) status of the bidding process and execution of the construction contracts; (b) status of any and all performance milestones (performance data will be specific and measurable); (c) the dollar value expended on the Project; and (d) any other information reasonably requested by the City as it relates to the Project.

13. Provide all documentation reasonably required by FP&C or the City to show funds sought to be reimbursed were expended in compliance with this Agreement, the Project Budget, and any applicable local, state, and federal regulations and statutes, notwithstanding any approved waivers, that are applicable to the use of said funds.

14. Complete construction of the Project in substantial conformance with the final plans, free of any statements of claim or privilege pursuant to the Louisiana Public Works Act, in accordance with the approved project documents, on or before a mutually agreed upon date to be determined.

15. Assume responsibility for the reporting and compliance obligations that the funds carry;

16. Comply with the duties, obligations, responsibilities, and limitations imposed on the City and the City Project Funds as stated in the FP&C CEA. Should there be any conflict in the terms of this Agreement and the FP&C CEA, the more restrictive provision will apply.

17. Allow periodic access during normal business hours to the site by City representatives to review progress of the construction.

18. Pursuant to La. Rev. Stat. 39:112(E)(2), SWBNO agrees to provide a match of not less than twenty-five percent (25%) of the total City Project Funds, except as provided in La. Rev. Stat. 39:112(E)(2)(a) or (b). The SWBNO’s match may consist of a combination of past or future funding or in-kind contributions.

C. SWBNO Representations & Warranties. The SWBNO shall represent and warrant that:

1. The SWBNO has not employed or retained any entity or person, other than a bona fide employee or professional working solely for SWBNO, to solicit or secure this Agreement nor has SWBNO paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting The SWBNO in securing this Agreement. The SWBNO acknowledges its understanding that any gifts made or

fees paid in contravention of this representation and warranty shall be considered bribery pursuant to City Code Section 70-509 and shall subject the offender to criminal penalties in addition to suspension from participation in the City contracting for a period of not less than three (3) years. The execution of this Agreement by SWBNO's duly authorized representative shall be deemed a sworn statement by SWBNO of its compliance with this representation and warranty, as required by City Code Section 46-51;

2. The SWBNO, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding and enforceable against SWBNO in accordance with its terms;

3. The SWBNO is not under any obligation to any other Party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit, or impair in any way its performance of any obligations under this Agreement;

4. The SWBNO has the requisite expertise, qualifications, and staff to enable it to fully perform its obligations under this Agreement;

5. As of the Effective Date of this Agreement, SWBNO has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations, or its ability to fulfill its obligations under this Agreement;

6. The SWBNO is not in breach of any federal, state, or local statute or regulation applicable to SWBNO or its operations that would materially affect SWBNO's obligations under this Agreement;

7. The SWBNO shall complete, or cause to be completed, the construction of the Project in accordance with the final plans; and

8. The SWBNO has read and fully understands the terms, covenants, and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

D. Reliance on Representations, Warranties, and Covenants. All representations, warranties, covenants, and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the received Party.

ARTICLE II - THE CITY'S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the Office of Sustainability (the "Department"); and

2. Provide the SWBNO with documents reasonably necessary for the SWBNO's performance of any work required under this Agreement;

3. Provide reasonable access to Department personnel required for the performance of the Project; and

4. Administer funds for the Project as specified in Article III; and

5. Within a reasonable time after receipt from the SWBNO, submit the SWNBO's requests for reimbursement, along with any supporting documentation, to FP&C.

ARTICLE III – FUNDING

A. Funding Overview. The SWBNO shall undertake the Project and expend such funds as it deems appropriate, all in compliance with applicable state and local law and FP&C requirements. The SWBNO will submit reimbursement requests and supporting documentation to the City, who will then, within a reasonable period of time, submit such reimbursement requests to FP&C. Once FP&C reviews and approves each request, it will provide payment to City. Within a reasonable period of time after receipt of payment, City will provide those funds to the SWBNO. Payment from the City to the SWBNO will only be made out of the funds received by the City from FP&C for this Project.

B. Requirements and Limits on Funding:

1. The SWBNO shall only be entitled to receive payments for eligible work. Eligible means those services, tasks, or materials needed for the Project that are eligible for reimbursement by FP&C.

2. No City funds are obligated for the Project as a result of this Agreement. The Parties agree that payment from FP&C under the FP&C CEA shall be a suspensive condition to any payments, partial or full, from City to the SWBNO. All payments from City to the SWBNO are subject to availability of funds from FP&C. All risk of non-payment, for any reason, shall be exclusively borne by the SWBNO.

3. If payments or total payment available under the FP&C CEA shall be withheld for any reason, including but not limited to any adverse determination with respect to whether the SWBNO's work constitutes eligible work, then City shall have the right to proportionally (by percentage) reduce the amount of its payment to SWBNO for the work or line item reduced or withheld by FP&C.

4. SWBNO acknowledges that no part of this Agreement will constitute a warranty to the SWBNO of any eligibility or right to reimbursement for funds spent on the Project. The SWBNO further acknowledges that the City will have no obligation, aside from that expressly provided in Article II, to aid or assist in SWBNO's compliance with FP&C rules and regulations.

C. Detailed Monthly Invoices. In addition to those requirements contained in Article III Section B, as a prerequisite to payment, the SWBNO will:

1. Submit electronically through the City's BRASS system the detailed monthly invoices, with all required supporting documentation and proof of payment, required by FP&C or required in Article III(C)(1) above; and

2. Any additional documentation requested by FP&C or City.

D. Reimbursement Funding Available. The City will not be liable for any costs or expenses paid or incurred by SWBNO in excess of the City Project funding in the performance of the SWBNO's obligations under this Agreement, except as may be specifically set forth in a duly authorized amendment. The SWBNO agrees to provide or obtain all funding for the Project not provided by the city Project funding.

E. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request SWBNO to provide additional services that would result in the performance of services beyond the scope of this Agreement, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. The City shall not be required to reimburse SWBNO for any services that are provided by SWBNO that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment.

F. No Payments in Excess of Maximum Funding. Officers and employees of the City are not authorized to offer or promise to SWBNO additional funding for the Project in excess of the maximum amount of the City Project funding set forth above, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such increase and the City's Department of Finance has certified the availability of such additional funding. Absent the prior duly authorized amendment of this Agreement and the necessary certification of the City's Department of Finance, the City shall not be required to honor and will not remit to the SWBNO any offered or promised additional funding in excess of the maximum amount of the City Project funding set forth above.

ARTICLE IV – MAINTENANCE AND OPERATION

Following completion of construction, SWBNO, at its sole cost and expense, shall maintain the new boundaries and improvements of the Monticello Canal and its Culverts in first class condition, good working order, and free from defects. Following completion of construction, SWBNO shall be fully responsible for the condition and operation of the Monticello Canal.

All structures or improvements covered by this Agreement shall be solely the property of SWBNO. Upon the end of this Agreement, whether by expiration, termination, cancellation, or by any other means, the structures and improvements shall be and remain the property of the City.

ARTICLE V - DURATION AND TERMINATION

A. Term. This Agreement will be effective for ten (10) years from the Effective Date.

B. Extension. The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the SWBNO written notice of the termination at least 30 calendar days before the intended date of termination.

D. Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the SWBNO. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective thirty (30)

days from the date of the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

E. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE VI - INDEMNITY

A. In General. To the fullest extent permitted by law, the SWBNO will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**City Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the City and the City Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the SWBNO, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the SWBNO in connection with the performance of work under this Agreement.

To the fullest extent permitted by law, the City will indemnify, defend, and hold harmless SWBNO, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**SWBNO Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the SWBNO and SWBNO Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the City, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the SWBNO in connection with the performance of work under this Agreement.

B. Limitation. The Parties indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither Party nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Parties have an immediate and independent obligation to, at the remaining Party’s option: (a) defend the remaining Party from or (b) reimburse the remaining Party for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the remaining Party is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, either Party shall bear the expenses including, but not limited to, the remaining Party’s reasonable attorney fees and expenses, incurred by the other Party in enforcing this indemnity.

ARTICLE VII – INSURANCE

A. General. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements

are subject to amendment or waiver only if approved in writing by the City of New Orleans. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

B. Minimum Requirements:

1. Workers' Compensation & Employers Liability: Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000. All employers must provide this insurance or be registered as a "Self-Insured" entity within the State.

2. Commercial General Liability: Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, products/completed operations, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

3. Business Automobile Liability (Where applicable): Insurance with a combined single limit of liability of not less than \$500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

4. Professional Liability (Errors & Omission): As professional services are required under the contract, Contractor shall maintain or cause to be maintained, professional liability coverage specific to the contractors profession with limits of liability of not less than \$2,000,000 per occurrence or claim / \$4,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

C. General Provision and Requirements:

1. Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

2. The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Contract.

D. Certificates of Insurance Additional Insured Status:

1. The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as “Additional Insureds” on the CGL and AL policies with respect to liability arising out of the performance of this Contract.

2. Additional Insured status can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans - Risk Manager as Certificate Holder and be delivered via U.S. Mail to (User Department Mailing Address), with a copy forwarded to 1300 Perdido Street, Attn: Risk Management, Suite 9E06 – City Hall, New Orleans LA 70112.

3. Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Subcontractors’ liability shall be covered by the Contractor.

4. The Additional Insured box shall be marked “Y” for Commercial General Liability coverage. The Subrogation Waiver Box must be marked “Y” for Workers Compensation/Employers Liability.

E. General Requirements:

1. Primary Coverage - For any claims, liability, demands and/or suits related to this contract or Contractor’s performance and furnishing of the work, whether it is performed by the Contractor, and Sub-contractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. Contractors’ insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers.

2. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage. At no time shall the Contractor allow any Sub-contractor to perform work without the required types and limits of required insurance coverage.

3. The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.

4. Claims Made Policies (If applicable) - The retroactive date must be shown and must be before the date of the Contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase “extended reporting” coverage for minimum of 3 years after the termination of this Contract.

5. Waiver of Subrogation - The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Contract.

6. Notice of Cancellation - Each insurance policy shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

7. Acceptability of Insurers - Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

8. If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements, the City shall notify the Contractor in writing within thirty (30) days after receipt of the Certificates. The Contractor shall provide a written response to the objection within ten (10) days from the date of the notice.

9. Upon failure of the Contractor or their sub-contractor to purchase, furnish, deliver, or maintain such insurance as provided herein, the Contract, at the discretion of the City may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the Contractor concerning indemnification.

10. Notice - The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request - Copies of all policies of insurance, including all policies, forms, and endorsements.

F. Miscellaneous:

1. Without notice from the City, the Contractor will substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Contract is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Contract.

G. Special Risks or Circumstances:

1. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on any change in the scope of work/contractor obligations, nature of the risk, insurer coverage, and/or other circumstances.

ARTICLE VIII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of Board according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If Board fails to perform according to the Agreement, the City will notify Board. If there is a continued lack of performance after notification, the City may declare Board in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII: RETENTION, ACCESS, AND OWNERSHIP OF RECORDS

A. Retention. The SWBNO agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of the SWBNO's profession for a period of three (3) years after the termination of this Agreement, or such longer period of time required by the FP&C CEA. All accounting records shall be maintained in accordance with generally accepted principles and practices.

B. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as the City may deem necessary, the SWBNO shall make all data, records, reports, and all other materials relating to this Agreement available to the City for examination and copying.

C. Ownership. All data collected and all products of work prepared, created, or modified by the SWBNO in the performance of this Agreement, including, without limitation, any and all plans, notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, and any related intellectual property, but excluding the SWBNO's personnel and administrative records and any proprietary tools, systems, and information used by the SWBNO to perform the services under this Agreement (collectively, "**Work Product**") will be the exclusive property of City and the City will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the SWBNO's consent and for no additional consideration to the SWBNO.

ARTICLE XI - INDEPENDENT ENTITY

A. Independent Entity Status. The SWBNO is an independent Entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the SWBNO, as an independent Entity as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the SWBNO will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The SWBNO, as an independent Entity, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the SWBNO nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the SWBNO has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the SWBNO are outside the normal course and scope of the City's usual business; and (c) the SWBNO has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The SWBNO, as an independent Entity, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or social security for any services rendered to the City under this Agreement.

ARTICLE XII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the SWBNO (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the SWBNO's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the SWBNO will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the SWBNO in any of SWBNO's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the SWBNO. The SWBNO agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of

1990.

C. Incorporation into Subcontracts. The SWBNO will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. Termination for Breach. The City may terminate this Agreement for cause if the SWBNO fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XIII - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the SWBNO stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the SWBNO must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to SWBNO and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XIV - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Deputy CAO
Office of Sustainability
City of New Orleans
1300 Perdido Street,
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the SWBNO:

Randy E. Hayman, Esq.
Executive Director
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

&

Special Counsel
Executive Director
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each Party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XVI - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of SWBNO's interest in it are not assignable or transferable without a validly executed written amendment. This Agreement shall inure to and be binding upon the Parties and their respective successors and permitted assigns.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. Construction of Agreement. Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the SWBNO on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled “Cost recovery in contracts, cooperative endeavor agreements, and grants”, to the maximum extent permitted by law, the SWBNO shall reimburse the City or disgorge anything of value or economic benefit received from the City if the SWBNO fails to meet its contractual obligations.

G. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

H. Exhibits. The following exhibits will be and are incorporated into this Agreement: Exhibit A – FP&C Notice of Project Funding; Exhibit B – Project Application; and Exhibit C – FP&C CEA.

I. Jurisdiction. The SWBNO consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the SWBNO.

J. Limitations of the City’s Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

K. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

M. Non-Solicitation Statement. The SWBNO has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The SWBNO 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 Agreement.

N. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either Party’s right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

O. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: Exhibit “C”; this Agreement; Exhibit “A”; and Exhibit “B.”

P. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the SWBNO, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the SWBNO pursuant to this Agreement without regard to the SWBNO’s otherwise satisfactory performance of the Agreement.

Q. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

R. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

S. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

T. Subcontractor Reporting. The SWBNO will provide a list of all natural or artificial persons who are retained by the SWBNO at the time of the Agreement’s execution and who are expected to perform work as subcontractors in connection with the SWBNO’s work for the City. For any subcontractor proposed to be retained by the SWBNO to perform work on the Agreement with the City, the SWBNO must provide notice to the City within 30 days of retaining that subcontractor. If the SWBNO fails to submit the required lists and notices, the City may, after thirty 30 days’ written notice to the SWBNO, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

U. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, insurance, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

W. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XVI – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XVII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. 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 Agreement.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the SWBNO, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026.

FORM AND LEGALITY APPROVED:
Law Department

BY: _____

PRINTED NAME: _____

SEWERAGE AND WATER BOARD OF NEW ORLEANS

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

[EXHIBITS “A” – “C” ARE CONTAINED ON THE NEXT PAGES]

EXHIBIT A
FP&C NOTICE OF PROJECT FUNDING

FUNDING SUMMARY
THE STATE OF LOUISIANA and
City of New Orleans
Monticello Canal Culverts at Airline Highway
(Orleans)
FP&C Project No. 50-ML3-22-03

REVISION NO. _____ Date: _____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
117	2022	G.O. Bonds LOC	\$750,000	\$8,250,000		\$9,000,000
TOTAL			\$750,000	\$8,250,000	\$3,000,000	\$12,000,000
		FPC ADMIN.	\$33,750	\$41,250		

Federal Tax Identification for Entity: 72-6000969

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is \$10,000,000.00 per the 2022-23 Capital Outlay Request.

EXHIBIT B **PROJECT APPLICATION**

Project ID 577423 Project Level FPC NEW ORLEANS 50-ML3 - Monticello Canal Culverts at Airline Highway		CAPITAL OUTLAY REQUEST FISCAL YEAR 2026 - 2027		http://www.state.la.us/ecorts/																																													
Page 1																																																	
Project Title Monticello Canal Culverts at Airline Highway Location Hollygrove Neighborhood																																																	
☐ Emergency Project ☒ Current Project Requirements ☐ Anticipated Program Needs		State IDs <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>																																															
Priority Local/Agency 17 of 22 Department 0 of 0 Management Board 0 of 0																																																	
Applicant Agency ML3 NEW ORLEANS Schedule 50-ML3 Department 50 MISC-NONSTAT Parish ORLEANS Senate District 9 House District 23 Site Code 																																																	
Local/Agency <table style="width:100%;"> <tr> <td style="width:50%;"> User City of New Orleans Contact Kyle D. Homan Phone Number 504-658-8677 Fax 504-658-8652 E-Mail kdhoman@nola.gov </td> <td style="width:50%;"> Address Project Delivery Unit 1300 Perdido Street Room 6E12, City Hall City/State/Zip New Orleans LA 70112-2125 </td> </tr> </table>					User City of New Orleans Contact Kyle D. Homan Phone Number 504-658-8677 Fax 504-658-8652 E-Mail kdhoman@nola.gov	Address Project Delivery Unit 1300 Perdido Street Room 6E12, City Hall City/State/Zip New Orleans LA 70112-2125																																											
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Department User Contact Phone Number 		Management Board User Contact Phone Number 																																															
Cost Estimates <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Local/Agency</th> <th style="text-align: center;">Department</th> <th style="text-align: center;">Management Board</th> <th style="text-align: center;">FPC</th> </tr> </thead> <tbody> <tr><td>Land/Building Acq.</td><td align="right">0</td><td align="right">0</td><td align="right">0</td><td align="right">0</td></tr> <tr><td>Planning 10%</td><td align="right">1,000,000</td><td align="right">0</td><td align="right">0</td><td align="right">0</td></tr> <tr><td>Construction</td><td align="right">10,000,000</td><td align="right">0</td><td align="right">0</td><td align="right">0</td></tr> <tr><td>Hazardous Materials</td><td align="right">0</td><td align="right">0</td><td align="right">0</td><td align="right">0</td></tr> <tr><td>Subtotal</td><td align="right">11,000,000</td><td align="right">0</td><td align="right">0</td><td align="right">0</td></tr> <tr><td>Misc./Contingency</td><td align="right">1,000,000</td><td align="right">0</td><td align="right">0</td><td align="right">0</td></tr> <tr><td>Equipment</td><td align="right">0</td><td align="right">0</td><td align="right">0</td><td align="right">0</td></tr> <tr><td>Total</td><td align="right">12,000,000</td><td align="right">0</td><td align="right">0</td><td align="right">0</td></tr> </tbody> </table>						Local/Agency	Department	Management Board	FPC	Land/Building Acq.	0	0	0	0	Planning 10%	1,000,000	0	0	0	Construction	10,000,000	0	0	0	Hazardous Materials	0	0	0	0	Subtotal	11,000,000	0	0	0	Misc./Contingency	1,000,000	0	0	0	Equipment	0	0	0	0	Total	12,000,000	0	0	0
	Local/Agency	Department	Management Board	FPC																																													
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Total	12,000,000	0	0	0																																													
Time Estimates Planning (months) 6 0 0 0 Construction (months) 12 0 0 0 If planning has begun, when will it be completed? 																																																	

Project ID 577423
Project Level FPC
NEW ORLEANS

CAPITAL OUTLAY REQUEST

FISCAL YEAR 2026 - 2027

<http://www.state.la.us/ecorts/>

50-ML3 - Monticello Canal Culverts at Airline Highway

Prior Funding

Page 2

FPC Project No. Assigned to Prior Funding 50-ML3-22-03

Sub-project No.

Authorized Means of Financing	Amount	Year	Act#	Priority	Bond	Credit
GO Bonds	750,000	2025	2	1	☒	☐
GO Bonds	8,250,000	2025	2	5	☐	☒
	0	0		0	☐	☐
	0	0		0	☐	☐
	0	0		0	☐	☐
Total	\$9,000,000					

Proposed New Funding

☐ This project does not require funding in Year 1

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
State Funds	750,000	4,500,000	3,750,000	0	0	\$9,000,000
IAT	0	0	0	0	0	\$0
*Local Funds	250,000	1,500,000	1,250,000	0	0	\$3,000,000
*Reimbursement Bonds	0	0	0	0	0	\$0
*Fees/Self-Gen. Rev.	0	0	0	0	0	\$0
*Revenue Bonds	0	0	0	0	0	\$0
**Statutory Dedications	0	0	0	0	0	\$0
Federal Funds	0	0	0	0	0	\$0
Total	\$1,000,000	\$6,000,000	\$5,000,000	\$0	\$0	\$12,000,000

*Describe specific source of funds

**Type of Statutory Dedication

What fiscal year (FY) was the project or program first submitted for consideration? 2011

Agency Impact Statement

I hereby certify that this project has been reviewed, approved, and integrated into our department's long range strategic plan and five year budget. The impact of this project's operating budget has been approved.

Name Kyle D. Homan Title Project Delivery Unit Date 10/31/2025

Comments

This project, now under the control of the Sewerage and Water Board of New Orleans (SWBNO), constitutes the widening of drainage culverts in the Monticello Canal in order to mitigate flooding. Flooding is one of the greatest threats to New Orleans and is addressed in many city- and community-level plans. The Orleans Parish Hazard Mitigation Plan cites the flat topography and the low elevation of the land. Additionally, the levee system prevents rainwater from draining naturally; hence, the City relies on an elaborate pumping system for drainage. The Hollygrove neighborhood relies on the Pritchard Street and Oleander Street pumping stations for the removal of storm water, which is then pumped into the Monticello Canal. The maximum capacity for the City's pumping system is one inch during the first hour of rainfall and half of one inch for every hour thereafter, assuming that all drain catches are clear of debris. A heavy rainstorm can overload the pumping capacity. Storm water in the Monticello Canal becomes constricted at Airline Highway and the Monticello Canal and at the railroad trestle bridge and the Monticello Canal. During normal conditions, water easily flows through the culverts. However, during heavy rain events the water in the canal rises, backs up and sometimes overflows the Orleans Parish side floodwall. This project would address the need to increase the flow of water through the Monticello Canal by widening the culverts at Airline Highway and the trestle bridge. Increasing the size of the culverts under Airline Highway and at the railroad crossing would increase the amount of water that can flow under Airline Highway and the speed at which water can enter the 17th Street Canal from the Monticello Canal, thus mitigating the chances of flooding for Orleans Parish. Alternatively, potentially raising the levee on the Orleans side of the Monticello Canal could provide similar benefits. However, planning efforts would have to determine which option would be more beneficial or if there would be any unintended consequences of either plan of action to remediate flooding in the Hollygrove neighborhood.

Project ID 577423 Project Level FPC NEW ORLEANS 50-ML3 - Monticello Canal Culverts at Airline Highway	CAPITAL OUTLAY REQUEST FISCAL YEAR 2026 - 2027	http://www.state.la.us/ecorts/
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Demonstration of Need		
Title	Monticello Canal Culverts at Airline Highway	
Description	The nearby Hollygrove neighborhood is experiencing local flooding at times of heavy rain. This widens existing culverts at Airline Highway and nearby trestle bridge to improve drainage and mitigate flood risk.	
Location	Hollygrove Neighborhood	
Project Type	Drainage	Present Empl. 0
Facility Type	Misc.	Future Empl. 0
Program / Service Desc.	Widening of drainage culverts	Citizens Served 0
		Daily Users 0
Describe the long range strategic plan (5-Yr) for the program	Improve drainage for the Hollygrove neighborhood to prevent flooding by widening drainage culverts at Airline Highway and the nearby trestle bridge.	
Purpose (Check all that apply)		
☒ Expand Existing Pgm ☐ Changes in Mission ☐ Address Actual ☐ Relocate Existing Pgm ☒ Changes in Existing ☒ Changes in Standards ☐ Add New Pgm ☐ Changes in Population ☐ Promote Economic Dev ☐ Attract Business ☐ Generate Employment ☐ Address Code Violations ☒ Other Mitigate flood risk		
Applicable Guidelines / Standards		
Publications, regulatory agencies' guidelines for the program	New Orleans Sewerage & Water Board standards in conjunction with US Army Corps SE Louisiana Flood Control program.	
Minimum or mandatory requirements for above-listed program		
What alternatives were considered? (check all that apply) ☒ Maintaining Status Quo ☐ New Space ☐ Renovations of Existing Space ☐ Use Existing Space ☐ Less Space ☐ Expansions of Similar Program Elsewhere		
How was the best option determined (Studies, Etc.)? Consultation with Orleans Parish Sewerage and Water Board.		
Were feasibility studies or needs assessment reports prepared other than this application? ☐ Yes Preparer's Name _____ Phone _____		
List socioeconomic and environmental affects of project		
Improved drainage will reduce flood risk for area, thus increasing security for residents and businesses.		
Identify and describe other similar facilities in your area and evaluate their capabilities to meet needs		
Numerous other canals and culverts exist in Orleans Parish, several of which have recently undergone extensive renovations to improve drainage.		
Request Endorsed By: Senator ☒ Rep. ☒ Endorser's Name: Henry/Mena		

Project ID 577423
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<http://www.state.la.us/ecorts/>

50-ML3 - Monticello Canal Culverts at Airline Highway

Operation Budget (Expenditures)

Page 7

	Existing Operating Budget Current Year Budgeted	Annual Projected Increase (Decrease) After Project Completion
Salaries	0	0
Other Compensation	0	0
Related Benefits	0	0
Travel	0	0
Operating Services	0	0
Supplies	0	0
Professional Services	0	0
Other Services	0	0
Debt Services	0	0
Interagency Funds	0	0
Acquisitions	0	0
Major Repairs	0	0
Unallocated	0	0
Total Expenditures	0	0
Total Positions	0	0

Operation Budget (Financing)

State General Fund (Direct)	0	0
State General Fund by:		
Interagency Transfer	0	0
Fees and Self-Generated Rev.	0	0
Statutory Dedications	0	0
Interim Emergency Board	0	0
Federal Funds	0	0
Total Financing	0	0

Balance

Excess / Deficiency of Expenditures Over Financing (should = 0)	0	0
--	---	---

Operating Budget (Summary)

	Year 1	Year 2	Year 3	Year 4	Year 5
State Gen. Fund (Direct)	0	0	0	0	0
Interagency Transfer	0	0	0	0	0
Fees/Self-Gen. Revenue	633,800,814	652,078,533	887,673,921	814,423,211	878,414,281
Statutory Dedications	0	0	0	0	0
Interim Emergency Board	0	0	0	0	0
Federal Funds	0	0	0	0	0
Total Means of Financing	633,800,814	652,078,533	887,673,921	814,423,211	878,414,281

Comments

NOTE: Year 5 is FY 2025. Also, this is a drainage project. There are no regular operating expenses associated with project except for sporadic unscheduled maintenance.

Project ID 577423
Project Level FPC
NEW ORLEANS

CAPITAL OUTLAY REQUEST

<http://www.state.la.us/ecorts/>

FISCAL YEAR 2026 - 2027

50-ML3 - Monticello Canal Culverts at Airline Highway

Certification Questionnaire

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1) What was your budget for capital improvements for the last 3 years?

Current Year Last Year 2 Years Ago

2) What was your undesignated/unreserved general fund balance for the last 3 years?

Current Year Last Year 2 Years Ago

3) What was your designated/reserved general fund balance for the last 3 years?

Current Year Last Year 2 Years Ago

4) What is your ad valorem tax capacity?

Millage Authorized Millage Levied (mills)
When did you last have an election to renew or increase millage?
Did the electors approve or reject the millage renewal or increase? ☐ approve ☒ reject
How much was requested? (mills)

5) What is your local sales tax?

Percent Authorized Percent Levied
When did you last have an election to renew or increase the percent?
Did the electors approve or reject the percent renewal or increase? ☐ approve ☒ reject
How much was requested? (percentage)

6) Have you had an election to obtain voter approval for a bond issue for this or other projects? ☐ yes ☒ no

Did the electors approve or reject the issue? ☐ approve ☒ reject
Do you plan to have an election to obtain voter approval for a bond issue for this or other projects?
☐ yes ☒ no

7) Is this project for which you are requesting state funding the type for which revenue will be generated?

☐ yes ☒ no
(i.e. parking fees; water; sewer or other utility fees; etc.)
If so, please describe the source and projected amount of the revenue.

Source 1	Vendor rent	Amount	0
Source 2	Parking	Amount	0
Source 3	N/A	Amount	0

8) How much do you receive from the Parish Transportation Fund?

Current Year
Last Year
2 Years Ago

9) Have you been approved for or received funding from any other state program for this project? ☐ yes ☒ no

If so, how much and from what source?

Source 1		Source 2	
Agency/Program		Agency/Program	
Current Year	0	Current Year	0
Last Year	0	Last Year	0
2 Years Ago	0	2 Years Ago	0
Status		Status	
Source 3		Source 4	
Agency/Program		Agency/Program	
Current Year	0	Current Year	0
Last Year	0	Last Year	0
2 Years Ago	0	2 Years Ago	0
Status		Status	

Project ID 577423
Project Level FPC
NEW ORLEANS

CAPITAL OUTLAY REQUEST

<http://www.state.la.us/ecorts/>

FISCAL YEAR 2026 - 2027

50-ML3 - Monticello Canal Culverts at Airline Highway

Certification Questionnaire (cont)

Page 9

10) Have you been approved for or received funding from any federal program for this project? ☐ yes ☒ no

If so, how much and from what source?

Source 1

Agency/Program

Current Year 0

Last Year 0

2 Years Ago 0

Status

Source 2

Agency/Program

Current Year 0

Last Year 0

2 Years Ago 0

Status

Source 3

Agency/Program

Current Year 0

Last Year 0

2 Years Ago 0

Status

Source 4

Agency/Program

Current Year 0

Last Year 0

2 Years Ago 0

Status

11) Have you been approved for or received funding from any private source for this project? ☐ yes ☒ no

If so, how much and from what source?

Source 1

Agency/Program

Current Year 0

Last Year 0

2 Years Ago 0

Status

Source 2

Agency/Program

Current Year 0

Last Year 0

2 Years Ago 0

Status

Source 3

Agency/Program

Current Year 0

Last Year 0

2 Years Ago 0

Status

Source 4

Agency/Program

Current Year 0

Last Year 0

2 Years Ago 0

Status

12) If not a local government entity, describe the legal status of your entity.

The above information is certified by:

Name: Kyle D. Homan

Title: Project Delivery Unit Director

Contact Person: Patrick Judge

Date: 10/31/2025

Phone Number: 504-658-8677

EXHIBIT C

FP&C CEA



SRM Cont # 9900027124

SRM PO #

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE STATE OF LOUISIANA and CITY OF NEW ORLEANS Monticello Canal Culverts at Airline Highway (Orleans) FP&C Project No. 50-ML3-22-03

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the STATE OF LOUISIANA (State), herein represented by MARK A. MOSES, ASSISTANT COMMISSIONER, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA), and CITY OF NEW ORLEANS (Entity), a political subdivision of the State, herein represented by LATOYA CANTRELL, MAYOR do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, if applicable, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended, The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

ARTICLE III SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a Public Purpose and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of *One Hundred Thousand Dollars (\$100,000)* per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner

of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX **HOLD HARMLESS AND INDEMNITY**

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (ex contractu, ex delicto, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X **DISBURSEMENT OF FUNDS**

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an as-needed basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI **OWNERSHIP OF PROPERTY**

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XII
INSURANCE

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, AI-30, AE, A99, AH, VO, V1-30, VE, V, ZM, or E.

ARTICLE XIII
PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any leases, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV
TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV
TERMINATION

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any

Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of L.A. R.S. 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX
REQUIRED MATCH

19.1 Pursuant to L.A. R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in L.A. R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX
AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI
REVISIONS TO STATE FUNDING SUMMARY

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII
PROJECT CLOSEOUT

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, this 17th day of April, 2023,
at Baton Rouge, Louisiana.

WITNESSES:

Cheryl Kindig
FP&C Witness #1 Sign Here

[Signature]
FP&C Witness #2 Sign Here

STATE OF LOUISIANA

BY: [Signature]
Mark A. Moses
Assistant Commissioner
DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 4th day of April, 2023,
at New Orleans, Louisiana.

WITNESSES:

[Signature]
Entity Witness #1 Signature

Gloria Smith
Entity Witness #1 Printed Name

[Signature]
Entity Witness #2 Signature

Karissa Ray
Entity Witness #2 Printed Name

CITY OF NEW ORLEANS

BY: [Signature]
LATOYA CANTRELL
MAYOR

NOTED AND LEGALITY APPROVED:
[Signature]
CITY OF NEW ORLEANS

FUNDING SUMMARY
THE STATE OF LOUISIANA and
City of New Orleans
Monticello Canal Culverts at Airline Highway
(Orleans)
FP&C Project No. 50-ML3-22-03

REVISION NO. _____ Date: _____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
117	2022	G.O. Bonds LOC	\$750,000	\$8,250,000		\$9,000,000
TOTAL			\$750,000	\$8,250,000	\$3,000,000	\$12,000,000
		FPC ADMIN.	\$33,750	\$41,250		

Federal Tax Identification for Entity: 72-600969

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is \$10,000,000.00 per the 2023-24 Capital Outlay Request.

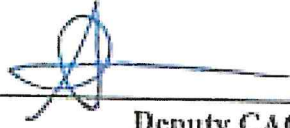
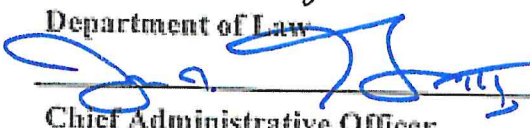
Calendar No. (Rev)
(Exp)

Name Patrick J. Lee Ext. 504-658-8089
Person responsible for routing 504-658-4858 (0)

CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Authorizes the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City"), and the Sewerage and Water Board of New Orleans ("S&WB"), relative to the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) as set forth more fully in the CEA form attached hereto as Exhibit "1" and made a part hereof; and otherwise to provide with respect thereto.

1. Department Head  Deputy CAO
2. Melissa Quigley
3. Department of Law  Chief Administrative Officer
4. Director of Council Relations
5. Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____

2ND: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

7. _____

Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Sustainability
Name of Contact Person: Meagan M. Williams
Telephone Number: 504-658-8420
Email Address: memwilliams@nola.gov
Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

This ordinance will authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans (the "City"), and the Sewerage and Water Board of New Orleans ("S&WB"), relative to the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) the provisions thereof as set forth more fully in the form attached hereto as Exhibit "1" and made a part hereof; and otherwise to provide with respect thereto.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐

If this section is not applicable, please check this box.

The parties involved:

The City and the Sewerage and Water Board of New Orleans.

The obligations, expectations, and deliverables of the parties involved:

Requirements as set by this CEA between the City and SWBNO.

Any fiscal implications for the City with the contract:

There is a No Fiscal Impact. The CEA governs the administration of the State Capital Outlay grant as the City is considered the grantee by the State but SWBNO is executing the project.

The public purpose and need for the contract:

This CEA is has no term and thus needs an authorization ordinance. This CEA allows for the acceptance of any State Capital Outlay funds. (BRASS #8703)

The duration of the contract:

The duration of the project through closeout.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.



If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: July 23, 2026

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: _____

CALENDAR NO.: _____

NO. _____ **MAYOR COUNCIL SERIES**

BY: COUNCILMEMBER _____ **(BY REQUEST)**

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement (“CEA”) between the City of New Orleans (the “City”), and the Sewerage and Water Board of New Orleans (“S&WB”), relative to the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML2-22-03) as set forth more fully in the CEA form attached hereto as Exhibit “1” and made a part hereof; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City and the S&WB desire to enter into a CEA between the City and the S&WB relative to the valued public purpose of limiting storm water drainage by the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) in the City of New Orleans; and

WHEREAS, the City and the S&WB desire to enter into this Cooperative Endeavor Agreement to provide for the acceptance and use of funding available to the S&WB commensurate with the State of Louisiana, Division of Administration, Office of Facility Planning and Control funds for the Project, and to set forth certain other matters in connection there with; **NOW THEREFORE**

SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY
ORDAINS that the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into this Cooperative Endeavor Agreement, in the form attached hereto as Exhibit “1”, between the City of New Orleans and the Sewerage and Water Board of New Orleans for the valued public purpose of limiting storm water drainage by the administration, planning and construction of the Monticello Canal Culverts State Capital Outlay Project (FP&C #50-ML3-22-03) in the City of New Orleans.

1 **SECTION 2.** That said Cooperative Endeavor Agreement is attached hereto as
2 Exhibit “1” and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:

DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT “1”

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS

AND

THE SEWERAGE AND WATER BOARD OF NEW ORLEANS

MONTICELLO CANAL CULVERTS STATE CAPITAL OUTLAY PROJECT

(FP&C #50-ML3-22-03)

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
SEWERAGE AND WATER BOARD OF NEW ORLEANS
FOR
FP&C PROJECT NO. 50-ML3-22-03
MONTICELLO CANAL CULVERTS AT AIRLINE HIGHWAY

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the “**City**”), and Sewerage and Water Board of New Orleans, represented by Randy E. Hayman, Esq., Executive Director (the “**Contractor**” or “**SWBNO**”). The City and the SWBNO may sometimes each be referred to as a “**Party**”, and collectively, as the “**Parties**”. The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana; and

WHEREAS, the SWBNO is a political corporation organized under the laws of the State of Louisiana and whose principal address is located at 625 St. Joseph Street, New Orleans, LA 70165; and

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, on April 17, 2023, the State of Louisiana, Division of Administration, Office of Facility Planning and Control (“**FP&C**”), notified the City of funding (attached as *Exhibit “A”*) for the application prepared and submitted by the Department of Public Works to widen the drainage culverts in the Monticello Canal and the nearby trestle bridge to ensure adequate drainage capacity (attached as *Exhibit “B”*) and referred to in this Agreement as the “**Project**,” bearing FP&C Project No. 50-ML3-22-03; and

WHEREAS, the City, as grantee, entered into a cooperative agreement with the FP&C to facilitate the funding of FP&C Project No. 50-ML3-22-03 (the “**FP&C CEA**,” attached as *Exhibit “C”*); and

WHEREAS, the City and the SWBNO desire to accomplish a valuable public purpose of establishing the funding to the SWBNO to facilitate the design and construction of the Project; and

WHEREAS, following completion of the Project, the Project will be owned and operated by the SWBNO; and

WHEREAS, the City and the SWBNO agree that their mutual goals and objectives satisfy a legitimate and valid public purpose, and that these goals and objectives will provide intangible benefits to the betterment and improvement of the City's infrastructure and the public at-large, and enable the SWBNO to mitigate flooding in the Hollygrove and surrounding neighborhoods; and

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

ARTICLE I - THE SWBNO'S OBLIGATIONS

A. Work Plan. The SWBNO shall develop a work schedule, list of deliverables, and action items for submission to, review, and approval of the City, identifying work activity, project milestones, deliverables, and timeline for each work activity concerning or relating to the Project. The project milestones shall include commencement and completion of the schematic design; conceptual design; design development; pre-construction services; construction documents; permits; commencement of construction on the Project; completion of construction of the Project; and commencement of use of the Project.

B. SWBNO Obligations. The SWBNO shall, in addition to the above, perform or cause to be performed the following:

1. Hire and work with a licensed Louisiana engineer to provide engineering analysis and design of the Project.
2. Present the Project concept at key stages (e.g., schematic design and design development) to City staff, city council, and the public-at-large.
3. Develop a written budget for the Project (the "**Project Budget**") which shall be subject to the written approval of the City's Deputy CAO of the Office of Sustainability, which approval shall not be unreasonably withheld.
4. Work with the engineer, contractor, and any other retained consultants to develop appropriate performance milestones to ensure timely completion of the Project.
5. Obtain all required governmental regulatory reviews and approvals required in connection with the construction of the Project.
6. Provide all plans and specifications to the City's CAO Fiscal Grants Management and Financial Compliance office for transmittal to FP&C for review and approval;
7. Incorporate any reasonable review comments from City or FP&C into the design and construction of the Project;
8. Comply with pertinent local and state laws concerning the bidding of the work and the expenditure of public funds by FP&C and the City, including, but not limited to, La. Rev. Stat. § 38:2212, et seq., award the Project to the lowest responsive and responsible bidder (the

“SWBNO”) in accordance with the Louisiana Public Bid Law, and provide City with documentation of the process used in obtaining design or construction bids;

9. Hire any and all other necessary consultants to manage the construction of the Project and to perform any required site civil surveying, geotechnical, mechanical, electrical, and other engineering services.

10. Assume day-to-day management and oversight authority and responsibilities with respect to the design and construction of the Project;

11. Execute a construction contract, which shall be in accordance with the provisions of this Agreement, the Louisiana Public Bid Law, and the Louisiana Public Works Act.

12. Report to the City’s Deputy CAO of the Office of Sustainability every six (6) months during the term of this Agreement and as reasonably requested by the City regarding: (a) status of the bidding process and execution of the construction contracts; (b) status of any and all performance milestones (performance data will be specific and measurable); (c) the dollar value expended on the Project; and (d) any other information reasonably requested by the City as it relates to the Project.

13. Provide all documentation reasonably required by FP&C or the City to show funds sought to be reimbursed were expended in compliance with this Agreement, the Project Budget, and any applicable local, state, and federal regulations and statutes, notwithstanding any approved waivers, that are applicable to the use of said funds.

14. Complete construction of the Project in substantial conformance with the final plans, free of any statements of claim or privilege pursuant to the Louisiana Public Works Act, in accordance with the approved project documents, on or before a mutually agreed upon date to be determined.

15. Assume responsibility for the reporting and compliance obligations that the funds carry;

16. Comply with the duties, obligations, responsibilities, and limitations imposed on the City and the City Project Funds as stated in the FP&C CEA. Should there be any conflict in the terms of this Agreement and the FP&C CEA, the more restrictive provision will apply.

17. Allow periodic access during normal business hours to the site by City representatives to review progress of the construction.

18. Pursuant to La. Rev. Stat. 39:112(E)(2), SWBNO agrees to provide a match of not less than twenty-five percent (25%) of the total City Project Funds, except as provided in La. Rev. Stat. 39:112(E)(2)(a) or (b). The SWBNO’s match may consist of a combination of past or future funding or in-kind contributions.

C. SWBNO Representations & Warranties. The SWBNO shall represent and warrant that:

1. The SWBNO has not employed or retained any entity or person, other than a bona fide employee or professional working solely for SWBNO, to solicit or secure this Agreement nor has SWBNO paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting The SWBNO in securing this Agreement. The SWBNO acknowledges its understanding that any gifts made or

fees paid in contravention of this representation and warranty shall be considered bribery pursuant to City Code Section 70-509 and shall subject the offender to criminal penalties in addition to suspension from participation in the City contracting for a period of not less than three (3) years. The execution of this Agreement by SWBNO's duly authorized representative shall be deemed a sworn statement by SWBNO of its compliance with this representation and warranty, as required by City Code Section 46-51;

2. The SWBNO, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding and enforceable against SWBNO in accordance with its terms;

3. The SWBNO is not under any obligation to any other Party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit, or impair in any way its performance of any obligations under this Agreement;

4. The SWBNO has the requisite expertise, qualifications, and staff to enable it to fully perform its obligations under this Agreement;

5. As of the Effective Date of this Agreement, SWBNO has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations, or its ability to fulfill its obligations under this Agreement;

6. The SWBNO is not in breach of any federal, state, or local statute or regulation applicable to SWBNO or its operations that would materially affect SWBNO's obligations under this Agreement;

7. The SWBNO shall complete, or cause to be completed, the construction of the Project in accordance with the final plans; and

8. The SWBNO has read and fully understands the terms, covenants, and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

D. Reliance on Representations, Warranties, and Covenants. All representations, warranties, covenants, and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the received Party.

ARTICLE II - THE CITY'S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the Office of Sustainability (the "Department"); and

2. Provide the SWBNO with documents reasonably necessary for the SWBNO's performance of any work required under this Agreement;

3. Provide reasonable access to Department personnel required for the performance of the Project; and

4. Administer funds for the Project as specified in Article III; and

5. Within a reasonable time after receipt from the SWBNO, submit the SWNBO's requests for reimbursement, along with any supporting documentation, to FP&C.

ARTICLE III – FUNDING

A. Funding Overview. The SWBNO shall undertake the Project and expend such funds as it deems appropriate, all in compliance with applicable state and local law and FP&C requirements. The SWBNO will submit reimbursement requests and supporting documentation to the City, who will then, within a reasonable period of time, submit such reimbursement requests to FP&C. Once FP&C reviews and approves each request, it will provide payment to City. Within a reasonable period of time after receipt of payment, City will provide those funds to the SWBNO. Payment from the City to the SWBNO will only be made out of the funds received by the City from FP&C for this Project.

B. Requirements and Limits on Funding:

1. The SWBNO shall only be entitled to receive payments for eligible work. Eligible means those services, tasks, or materials needed for the Project that are eligible for reimbursement by FP&C.

2. No City funds are obligated for the Project as a result of this Agreement. The Parties agree that payment from FP&C under the FP&C CEA shall be a suspensive condition to any payments, partial or full, from City to the SWBNO. All payments from City to the SWBNO are subject to availability of funds from FP&C. All risk of non-payment, for any reason, shall be exclusively borne by the SWBNO.

3. If payments or total payment available under the FP&C CEA shall be withheld for any reason, including but not limited to any adverse determination with respect to whether the SWBNO's work constitutes eligible work, then City shall have the right to proportionally (by percentage) reduce the amount of its payment to SWBNO for the work or line item reduced or withheld by FP&C.

4. SWBNO acknowledges that no part of this Agreement will constitute a warranty to the SWBNO of any eligibility or right to reimbursement for funds spent on the Project. The SWBNO further acknowledges that the City will have no obligation, aside from that expressly provided in Article II, to aid or assist in SWBNO's compliance with FP&C rules and regulations.

C. Detailed Monthly Invoices. In addition to those requirements contained in Article III Section B, as a prerequisite to payment, the SWBNO will:

1. Submit electronically through the City's BRASS system the detailed monthly invoices, with all required supporting documentation and proof of payment, required by FP&C or required in Article III(C)(1) above; and

2. Any additional documentation requested by FP&C or City.

D. Reimbursement Funding Available. The City will not be liable for any costs or expenses paid or incurred by SWBNO in excess of the City Project funding in the performance of the SWBNO's obligations under this Agreement, except as may be specifically set forth in a duly authorized amendment. The SWBNO agrees to provide or obtain all funding for the Project not provided by the city Project funding.

E. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request SWBNO to provide additional services that would result in the performance of services beyond the scope of this Agreement, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. The City shall not be required to reimburse SWBNO for any services that are provided by SWBNO that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment.

F. No Payments in Excess of Maximum Funding. Officers and employees of the City are not authorized to offer or promise to SWBNO additional funding for the Project in excess of the maximum amount of the City Project funding set forth above, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such increase and the City's Department of Finance has certified the availability of such additional funding. Absent the prior duly authorized amendment of this Agreement and the necessary certification of the City's Department of Finance, the City shall not be required to honor and will not remit to the SWBNO any offered or promised additional funding in excess of the maximum amount of the City Project funding set forth above.

ARTICLE IV – MAINTENANCE AND OPERATION

Following completion of construction, SWBNO, at its sole cost and expense, shall maintain the new boundaries and improvements of the Monticello Canal and its Culverts in first class condition, good working order, and free from defects. Following completion of construction, SWBNO shall be fully responsible for the condition and operation of the Monticello Canal.

All structures or improvements covered by this Agreement shall be solely the property of SWBNO. Upon the end of this Agreement, whether by expiration, termination, cancellation, or by any other means, the structures and improvements shall be and remain the property of the City.

ARTICLE V - DURATION AND TERMINATION

A. Term. This Agreement will be effective for ten (10) years from the Effective Date.

B. Extension. The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the SWBNO written notice of the termination at least 30 calendar days before the intended date of termination.

D. Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the SWBNO. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective thirty (30)

days from the date of the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

E. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE VI - INDEMNITY

A. In General. To the fullest extent permitted by law, the SWBNO will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**City Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the City and the City Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the SWBNO, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the SWBNO in connection with the performance of work under this Agreement.

To the fullest extent permitted by law, the City will indemnify, defend, and hold harmless SWBNO, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**SWBNO Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the SWBNO and SWBNO Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the City, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the SWBNO in connection with the performance of work under this Agreement.

B. Limitation. The Parties indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither Party nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Parties have an immediate and independent obligation to, at the remaining Party’s option: (a) defend the remaining Party from or (b) reimburse the remaining Party for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the remaining Party is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, either Party shall bear the expenses including, but not limited to, the remaining Party’s reasonable attorney fees and expenses, incurred by the other Party in enforcing this indemnity.

ARTICLE VII – INSURANCE

A. General. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements

are subject to amendment or waiver only if approved in writing by the City of New Orleans. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

B. Minimum Requirements:

1. Workers' Compensation & Employers Liability: Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000. All employers must provide this insurance or be registered as a "Self-Insured" entity within the State.

2. Commercial General Liability: Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, products/completed operations, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

3. Business Automobile Liability (Where applicable): Insurance with a combined single limit of liability of not less than \$500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

4. Professional Liability (Errors & Omission): As professional services are required under the contract, Contractor shall maintain or cause to be maintained, professional liability coverage specific to the contractors profession with limits of liability of not less than \$2,000,000 per occurrence or claim / \$4,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

C. General Provision and Requirements:

1. Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

2. The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Contract.

D. Certificates of Insurance Additional Insured Status:

1. The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as “Additional Insureds” on the CGL and AL policies with respect to liability arising out of the performance of this Contract.
2. Additional Insured status can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans - Risk Manager as Certificate Holder and be delivered via U.S. Mail to (User Department Mailing Address), with a copy forwarded to 1300 Perdido Street, Attn: Risk Management, Suite 9E06 – City Hall, New Orleans LA 70112.
3. Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Subcontractors’ liability shall be covered by the Contractor.
4. The Additional Insured box shall be marked “Y” for Commercial General Liability coverage. The Subrogation Waiver Box must be marked “Y” for Workers Compensation/Employers Liability.

E. General Requirements:

1. Primary Coverage - For any claims, liability, demands and/or suits related to this contract or Contractor’s performance and furnishing or the work, whether it is performed by the Contractor, and Sub-contractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. Contractors’ insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers.
2. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage. At no time shall the Contractor allow any Sub-contractor to perform work without the required types and limits of required insurance coverage.
3. The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.
4. Claims Made Policies (If applicable) - The retroactive date must be shown and must be before the date of the Contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase “extended reporting” coverage for minimum of 3 years after the termination of this Contract.

5. Waiver of Subrogation - The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Contract.

6. Notice of Cancellation - Each insurance policy shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

7. Acceptability of Insurers - Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

8. If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements, the City shall notify the Contractor in writing within thirty (30) days after receipt of the Certificates. The Contractor shall provide a written response to the objection within ten (10) days from the date of the notice.

9. Upon failure of the Contractor or their sub-contractor to purchase, furnish, deliver, or maintain such insurance as provided herein, the Contract, at the discretion of the City may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the Contractor concerning indemnification.

10. Notice - The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request - Copies of all policies of insurance, including all policies, forms, and endorsements.

F. Miscellaneous:

1. Without notice from the City, the Contractor will substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Contract is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Contract.

G. Special Risks or Circumstances:

1. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on any change in the scope of work/contractor obligations, nature of the risk, insurer coverage, and/or other circumstances.

ARTICLE VIII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of Board according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If Board fails to perform according to the Agreement, the City will notify Board. If there is a continued lack of performance after notification, the City may declare Board in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII: RETENTION, ACCESS, AND OWNERSHIP OF RECORDS

A. Retention. The SWBNO agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of the SWBNO's profession for a period of three (3) years after the termination of this Agreement, or such longer period of time required by the FP&C CEA. All accounting records shall be maintained in accordance with generally accepted principles and practices.

B. Right to Audit; Access. At any time during normal business hours, upon receipt of reasonable notice and as often as the City may deem necessary, the SWBNO shall make all data, records, reports, and all other materials relating to this Agreement available to the City for examination and copying.

C. Ownership. All data collected and all products of work prepared, created, or modified by the SWBNO in the performance of this Agreement, including, without limitation, any and all plans, notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, and any related intellectual property, but excluding the SWBNO's personnel and administrative records and any proprietary tools, systems, and information used by the SWBNO to perform the services under this Agreement (collectively, "**Work Product**") will be the exclusive property of City and the City will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the SWBNO's consent and for no additional consideration to the SWBNO.

ARTICLE XI - INDEPENDENT ENTITY

A. Independent Entity Status. The SWBNO is an independent Entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the SWBNO, as an independent Entity as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the SWBNO will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The SWBNO, as an independent Entity, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the SWBNO nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the SWBNO has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the SWBNO are outside the normal course and scope of the City's usual business; and (c) the SWBNO has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The SWBNO, as an independent Entity, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or social security for any services rendered to the City under this Agreement.

ARTICLE XII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the SWBNO (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the SWBNO's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the SWBNO will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the SWBNO in any of SWBNO's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the SWBNO. The SWBNO agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of

1990.

C. Incorporation into Subcontracts. The SWBNO will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. Termination for Breach. The City may terminate this Agreement for cause if the SWBNO fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XIII - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the SWBNO stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the SWBNO must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to SWBNO and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XIV - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Deputy CAO
Office of Sustainability
City of New Orleans
1300 Perdido Street,
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the SWBNO:

Randy E. Hayman, Esq.
Executive Director
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

&

Special Counsel
Executive Director
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each Party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XVI - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of SWBNO's interest in it are not assignable or transferable without a validly executed written amendment. This Agreement shall inure to and be binding upon the Parties and their respective successors and permitted assigns.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. Construction of Agreement. Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the SWBNO on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled “Cost recovery in contracts, cooperative endeavor agreements, and grants”, to the maximum extent permitted by law, the SWBNO shall reimburse the City or disgorge anything of value or economic benefit received from the City if the SWBNO fails to meet its contractual obligations.

G. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

H. Exhibits. The following exhibits will be and are incorporated into this Agreement: Exhibit A – FP&C Notice of Project Funding; Exhibit B – Project Application; and Exhibit C – FP&C CEA.

I. Jurisdiction. The SWBNO consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the SWBNO.

J. Limitations of the City’s Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

K. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

M. Non-Solicitation Statement. The SWBNO has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The SWBNO 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 Agreement.

N. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either Party’s right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

O. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: Exhibit “C”; this Agreement; Exhibit “A”; and Exhibit “B.”

P. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the SWBNO, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the SWBNO pursuant to this Agreement without regard to the SWBNO’s otherwise satisfactory performance of the Agreement.

Q. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

R. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

S. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

T. Subcontractor Reporting. The SWBNO will provide a list of all natural or artificial persons who are retained by the SWBNO at the time of the Agreement’s execution and who are expected to perform work as subcontractors in connection with the SWBNO’s work for the City. For any subcontractor proposed to be retained by the SWBNO to perform work on the Agreement with the City, the SWBNO must provide notice to the City within 30 days of retaining that subcontractor. If the SWBNO fails to submit the required lists and notices, the City may, after thirty 30 days’ written notice to the SWBNO, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

U. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, insurance, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

W. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XVI – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XVII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. 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 Agreement.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the SWBNO, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026.

FORM AND LEGALITY APPROVED:
Law Department

BY: _____
PRINTED NAME: _____

SEWERAGE AND WATER BOARD OF NEW ORLEANS

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

[EXHIBITS “A” – “C” ARE CONTAINED ON THE NEXT PAGES]

EXHIBIT A
FP&C NOTICE OF PROJECT FUNDING

FUNDING SUMMARY
THE STATE OF LOUISIANA and
City of New Orleans
Monticello Canal Culverts at Airline Highway
(Orleans)
FP&C Project No. 50-ML3-22-03

REVISION NO. _____ Date: _____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
117	2022	G.O. Bonds LOC	\$750,000	\$8,250,000		\$9,000,000
TOTAL			\$750,000	\$8,250,000	\$3,000,000	\$12,000,000
		FPC ADMIN.	\$33,750	\$41,250		

Federal Tax Identification for Entity: 72-6000969

- Notes:**
1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
 2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
 3. Total in "Other" column equals required 25% match as reflected in Article XIX.
 4. The estimated cost of construction is \$10,000,000.00 per the 2022-23 Capital Outlay Request.

EXHIBIT B **PROJECT APPLICATION**

Project ID 577423 Project Level FPC NEW ORLEANS 50-ML3 - Monticello Canal Culverts at Airline Highway		CAPITAL OUTLAY REQUEST FISCAL YEAR 2026 - 2027		http://www.state.la.us/ecorts/				
Page 1								
Project Title Monticello Canal Culverts at Airline Highway								
Location Hollygrove Neighborhood								
☐ Emergency Project ☒ Current Project Requirements ☐ Anticipated Program Needs		State IDs <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>					Priority Local/Agency 17 of 22 Department 0 of 0 Management Board 0 of 0	
Applicant								
Agency ML3 NEW ORLEANS	Schedule 50-ML3	Department 50 MISC-NONSTAT						
Parish ORLEANS		Senate District 9						
		House District 23						
		Site Code 						
Local/Agency								
User City of New Orleans Contact Kyle D. Homan Phone Number 504-658-6677 Fax 504-658-8552 E-Mail kdhoman@nola.gov	Address Project Delivery Unit 1300 Perdido Street Room 6E12, City Hall City/State/Zip New Orleans LA 70112-2125							
Department								
User Contact Phone Number 	Management Board User Contact Phone Number 							
Cost Estimates								
	Local/Agency	Department	Management Board	FPC				
Land/Building Acq.	0	0	0	0				
Planning 10%	1,000,000	0	0	0				
Construction	10,000,000	0	0	0				
Hazardous Materials	0	0	0	0				
Subtotal	11,000,000	0	0	0				
Misc./Contingency	1,000,000	0	0	0				
Equipment	0	0	0	0				
Total	12,000,000	0	0	0				
Time Estimates								
Planning (months)	6	0	0	0				
Construction (months)	12	0	0	0				
If planning has begun, when will it be completed? 								

Project ID 577423
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NEW ORLEANS

CAPITAL OUTLAY REQUEST

FISCAL YEAR 2026 - 2027

<http://www.state.la.us/ecorts/>

50-ML3 - Monticello Canal Culverts at Airline Highway

Prior Funding

Page 2

FPC Project No. Assigned to Prior Funding 50-ML3-22-03

Sub-project No.

Authorized Means of Financing	Amount	Year	Act#	Priority	Bond	Credit
GO Bonds	750,000	2025	2	1	☒	☐
GO Bonds	8,250,000	2025	2	5	☐	☒
	0	0		0	☐	☐
	0	0		0	☐	☐
	0	0		0	☐	☐
Total	\$9,000,000					

Proposed New Funding

☐ This project does not require funding in Year 1

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
State Funds	750,000	4,500,000	3,750,000	0	0	\$9,000,000
IAT	0	0	0	0	0	\$0
*Local Funds	250,000	1,500,000	1,250,000	0	0	\$3,000,000
*Reimbursement Bonds	0	0	0	0	0	\$0
*Fees/Self-Gen. Rev.	0	0	0	0	0	\$0
*Revenue Bonds	0	0	0	0	0	\$0
**Statutory Dedications	0	0	0	0	0	\$0
Federal Funds	0	0	0	0	0	\$0
Total	\$1,000,000	\$6,000,000	\$5,000,000	\$0	\$0	\$12,000,000

*Describe specific source of funds

**Type of Statutory Dedication

What fiscal year (FY) was the project or program first submitted for consideration?

2011

Agency Impact Statement

I hereby certify that this project has been reviewed, approved, and integrated into our department's long range strategic plan and five year budget. The impact of this project's operating budget has been approved.

Name Kyle D. Homan

Title Project Delivery Unit

Date 10/31/2025

Comments

This project, now under the control of the Sewerage and Water Board of New Orleans (SWBNO), constitutes the widening of drainage culverts in the Monticello Canal in order to mitigate flooding. Flooding is one of the greatest threats to New Orleans and is addressed in many city- and community-level plans. The Orleans Parish Hazard Mitigation Plan cites the flat topography and the low elevation of the land. Additionally, the levee system prevents rainwater from draining naturally; hence, the City relies on an elaborate pumping system for drainage. The Hollygrove neighborhood relies on the Pritchard Street and Oleander Street pumping stations for the removal of storm water, which is then pumped into the Monticello Canal. The maximum capacity for the City's pumping system is one inch during the first hour of rainfall and half of one inch for every hour thereafter, assuming that all drain catches are clear of debris. A heavy rainstorm can overload the pumping capacity. Storm water in the Monticello Canal becomes constricted at Airline Highway and the Monticello Canal and at the railroad trestle bridge and the Monticello Canal. During normal conditions, water easily flows through the culverts. However, during heavy rain events the water in the canal rises, backs up and sometimes overflows the Orleans Parish side floodwall. This project would address the need to increase the flow of water through the Monticello Canal by widening the culverts at Airline Highway and the trestle bridge. Increasing the size of the culverts under Airline Highway and at the railroad crossing would increase the amount of water that can flow under Airline Highway and the speed at which water can enter the 17th Street Canal from the Monticello Canal, thus mitigating the chances of flooding for Orleans Parish. Alternatively, potentially raising the levee on the Orleans side of the Monticello Canal could provide similar benefits. However, planning efforts would have to determine which option would be more beneficial or if there would be any unintended consequences of either plan of action to remediate flooding in the Hollygrove neighborhood.

Project ID 577423 Project Level FPC NEW ORLEANS 50-ML3 - Monticello Canal Culverts at Airline Highway	CAPITAL OUTLAY REQUEST FISCAL YEAR 2026 - 2027	http://www.state.la.us/ecorts/
Page 4		
Demonstration of Need		
Title	Monticello Canal Culverts at Airline Highway	
Description	The nearby Hollygrove neighborhood is experiencing local flooding at times of heavy rain. This widens existing culverts at Airline Highway and nearby trestle bridge to improve drainage and mitigate flood risk.	
Location	Hollygrove Neighborhood	
Project Type	Present Empl.	0
Facility Type	Future Empl.	0
Program /	Citizens Served	0
Service Desc.	Daily Users	0
Widening of drainage culverts		
Describe the long range strategic plan (5-Yr) for the program	Improve drainage for the Hollygrove neighborhood to prevent flooding by widening drainage culverts at Airline Highway and the nearby trestle bridge.	
Purpose (Check all that apply)		
☒ Expand Existing Pgm ☐ Relocate Existing Pgm ☐ Add New Pgm ☐ Attract Business ☒ Other Mitigate flood risk	☐ Changes in Mission ☒ Changes in Existing ☐ Changes in Population ☐ Generate Employment	☐ Address Actual ☒ Changes in Standards ☐ Promote Economic Dev ☐ Address Code Violations
Applicable Guidelines / Standards		
Publications, regulatory agencies' guidelines for the program	New Orleans Sewerage & Water Board standards in conjunction with US Army Corps SE Louisiana Flood Control program.	
Minimum or mandatory requirements for above-listed program		
What alternatives were considered? (check all that apply)		
☒ Maintaining Status Quo ☐ Use Existing Space	☐ New Space ☐ Less Space	☐ Renovations of Existing Space ☐ Expansions of Similar Program Elsewhere
How was the best option determined (Studies, Etc.)? Consultation with Orleans Parish Sewerage and Water Board.		
Were feasibility studies or needs assessment reports prepared other than this application? ☐ Yes		
Preparer's Name _____ Phone _____		
List socioeconomic and environmental affects of project		
Improved drainage will reduce flood risk for area, thus increasing security for residents and businesses.		
Identify and describe other similar facilities in your area and evaluate their capabilities to meet needs		
Numerous other canals and culverts exist in Orleans Parish, several of which have recently undergone extensive renovations to improve drainage.		
Request Endorsed By: Senator ☒ Rep. ☒ Endorser's Name: Henry Mensa		

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Project ID 577423
Project Level FPC
NEW ORLEANS

CAPITAL OUTLAY REQUEST

FISCAL YEAR 2026 - 2027

<http://www.state.la.us/ecorts/>

50-ML3 - Monticello Canal Culverts at Airline Highway

Operation Budget (Expenditures)

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	Existing Operating Budget Current Year Budgeted	Annual Projected Increase (Decrease) After Project Completion
Salaries	0	0
Other Compensation	0	0
Related Benefits	0	0
Travel	0	0
Operating Services	0	0
Supplies	0	0
Professional Services	0	0
Other Services	0	0
Debt Services	0	0
Interagency Funds	0	0
Acquisitions	0	0
Major Repairs	0	0
Unallocated	0	0
Total Expenditures	0	0
Total Positions	0	0

Operation Budget (Financing)

State General Fund (Direct)	0	0
State General Fund by:		
Interagency Transfer	0	0
Fees and Self-Generated Rev.	0	0
Statutory Dedications	0	0
Interim Emergency Board	0	0
Federal Funds	0	0
Total Financing	0	0

Balance

Excess / Deficiency of Expenditures Over Financing (should = 0)	0	0
---	---	---

Operating Budget (Summary)

	Year 1	Year 2	Year 3	Year 4	Year 5
State Gen. Fund (Direct)	0	0	0	0	0
Interagency Transfer	0	0	0	0	0
Fees/Self-Gen. Revenue	633,800,814	652,078,533	887,673,921	814,423,211	878,414,281
Statutory Dedications	0	0	0	0	0
Interim Emergency Board	0	0	0	0	0
Federal Funds	0	0	0	0	0
Total Means of Financing	633,800,814	652,078,533	887,673,921	814,423,211	878,414,281

Comments

NOTE: Year 5 is FY 2025. Also, this is a drainage project. There are no regular operating expenses associated with project except for sporadic unscheduled maintenance.

Project ID 577423
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NEW ORLEANS

CAPITAL OUTLAY REQUEST

FISCAL YEAR 2026 - 2027

<http://www.state.la.us/ecorts/>

50-ML3 - Monticello Canal Culverts at Airline Highway

Certification Questionnaire

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1) What was your budget for capital improvements for the last 3 years?

Current Year 466,814,116 Last Year 138,638,519 2 Years Ago 300,200,000

2) What was your undesignated/unreserved general fund balance for the last 3 years?

Current Year 59,795,000 Last Year 186,429,000 2 Years Ago 245,099,000

3) What was your designated/reserved general fund balance for the last 3 years?

Current Year 145,854,000 Last Year 140,338,000 2 Years Ago 158,180,000

4) What is your ad valorem tax capacity?

Millage Authorized 121 Millage Levied 121 (mills)
When did you last have an election to renew or increase millage? 12/5/2020
Did the electors approve or reject the millage renewal or increase? ☐ approve ☒ reject
How much was requested? 5 (mills)

5) What is your local sales tax?

Percent Authorized 6 Percent Levied 5
When did you last have an election to renew or increase the percent? 1/1/1992
Did the electors approve or reject the percent renewal or increase? ☐ approve ☒ reject
How much was requested? 1 (percentage)

6) Have you had an election to obtain voter approval for a bond issue for this or other projects? ☐ yes ☒ no

Did the electors approve or reject the issue? ☐ approve ☒ reject
Do you plan to have an election to obtain voter approval for a bond issue for this or other projects?
☐ yes ☒ no

7) Is this project for which you are requesting state funding the type for which revenue will be generated?
☐ yes ☒ no

(i.e. parking fees; water; sewer or other utility fees; etc.)

If so, please describe the source and projected amount of the revenue.

Source	Description	Amount
Source 1	Vendor rent	0
Source 2	Parking	0
Source 3	N/A	0

8) How much do you receive from the Parish Transportation Fund?

Current Year 3,763,308
Last Year 4,780,948
2 Years Ago 4,489,323

9) Have you been approved for or received funding from any other state program for this project? ☐ yes ☒ no

If so, how much and from what source?

Source	Agency/Program	Current Year	Last Year	2 Years Ago	Status
Source 1		0	0	0	
Source 2		0	0	0	
Source 3		0	0	0	
Source 4		0	0	0	

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CAPITAL OUTLAY REQUEST

FISCAL YEAR 2026 - 2027

<http://www.state.la.us/ecorts/>

50-ML3 - Monticello Canal Culverts at Airline Highway

Certification Questionnaire (cont)

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10) Have you been approved for or received funding from any federal program for this project? ☐ yes ☒ no

If so, how much and from what source?

Source 1
Agency/Program
Current Year
Last Year
2 Years Ago
Status

0
0
0

Source 2
Agency/Program
Current Year
Last Year
2 Years Ago
Status

0
0
0

Source 3
Agency/Program
Current Year
Last Year
2 Years Ago
Status

0
0
0

Source 4
Agency/Program
Current Year
Last Year
2 Years Ago
Status

0
0
0

11) Have you been approved for or received funding from any private source for this project? ☐ yes ☒ no

If so, how much and from what source?

Source 1
Agency/Program
Current Year
Last Year
2 Years Ago
Status

0
0
0

Source 2
Agency/Program
Current Year
Last Year
2 Years Ago
Status

0
0
0

Source 3
Agency/Program
Current Year
Last Year
2 Years Ago
Status

0
0
0

Source 4
Agency/Program
Current Year
Last Year
2 Years Ago
Status

0
0
0

12) If not a local government entity, describe the legal status of your entity.

--

The above information is certified by:

Name:

Title:

Contact Person:

Date:

Phone Number:

EXHIBIT C
FP&C CEA



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF NEW ORLEANS
Monticello Canal Culverts at Airline Highway
(Orleans)
FP&C Project No. 50-ML3-22-03**

SRM Cont # 5490602712-4
SRM PO # _____

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the STATE OF LOUISIANA (State), herein represented by MARK A. MOSES, ASSISTANT COMMISSIONER, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA), and CITY OF NEW ORLEANS (Entity), a political subdivision of the State, herein represented by LATOYA CANTRELL, MAYOR do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, if applicable, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II
PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2015 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended, The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

ARTICLE III
SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a Public Purpose and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practices. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of *One Hundred Thousand Dollars (\$100,000)* per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner

of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX HOLD HARMLESS AND INDEMNITY

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (ex contractu, ex delicto, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to person, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X DISBURSEMENT OF FUNDS

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an as-needed basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permit on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except with minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XII
INSURANCE

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a maximum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, AI-30, AE, A99, AH, VO, VI-30, VE, V, ZM, or E.

ARTICLE XIII
PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lease, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV
TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV
TERMINATION

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any

Project Bonds, including bonds issued by the State to refinance such Project Bonds (each term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of LA R.S. 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX **REQUIRED MATCH**

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (c).

ARTICLE XX **AMENDMENT OF AGREEMENT**

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI **REVISIONS TO STATE FUNDING SUMMARY**

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII **PROJECT CLOSEOUT**

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, this 17th day of April, 2023,
at Baton Rouge, Louisiana.

WITNESSES:

Charles Kraling
FP&C Witness #1 Sign Here

[Signature]
FP&C Witness #2 Sign Here

STATE OF LOUISIANA

BY: [Signature]
Mark A. Moses
Assistant Commissioner
DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 4th day of April, 2023,
at New Orleans, Louisiana.

WITNESSES:

[Signature]
Entry Witness #1 Signature

Gloria Smith
Entry Witness #1 Printed Name

[Signature]
Entry Witness #2 Signature

Austin Rojas
Entry Witness #2 Printed Name

CITY OF NEW ORLEANS

BY: [Signature]
LATOYA CANTRELL
MAYOR

AND LEGALITY APPROVED:

[Signature]
Assistant City Clerk

FUNDING SUMMARY
THE STATE OF LOUISIANA and
City of New Orleans
Monticello Canal Culverts at Airline Highway
(Orleans)
FP&C Project No. 50-ML3-22-03

REVISION NO. _____ Date: _____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
117	2022	G.O. Bonds LOC	\$750,000	\$8,250,000		\$9,000,000
TOTAL			\$750,000	\$8,250,000	\$3,000,000	\$12,000,000
		FP&C ADMIN.	\$13,750	\$41,250		

Federal Tax Identification for Entity: 72-6201969

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XLX.
4. The estimated cost of construction is \$10,000,000.00 per the 2023-24 Capital Outlay Request.



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐

If this section is not applicable, please check this box.

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☐

If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813