

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 25, 2025

CALENDAR NO. 35,252

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER KING (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into Amendment No. I to an existing Cooperative Endeavor Agreement between the City of New Orleans (the "City") and the Audubon Commission (the "Audubon") for the design and construction of improvements to the Audubon Riverview, Audubon Park and Waldenberg Park. Amendment No. I to the Cooperative Endeavor Agreement will now include the Governor Nicholls St. Wharf Substructure Repairs as a project, extends the CEA through January I, 2028, and adds an additional \$3,551,412.00 of City Bond funds; 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 desires to allow for the design and construction of improvements to Audubon Commission facilities by the use of additional City Bond Funds; and

WHEREAS, the City and the Audubon Commission desire to enter into this Amendment No. I to the existing Agreement to provide for the implementation of the foregoing and to set forth certain other matters in connection therewith; **NOW, THEREFORE**

1 **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the Mayor of the City of New Orleans is hereby authorized to enter into
3 Amendment No. 1 to the Cooperative Endeavor Agreement between the City of New Orleans
4 and the Audubon Commission to allow and facilitate the design and construction of
5 improvements to Audubon Riverview, Audubon Park, Woldenberg Park and the Governor
6 Nicholls St. Wharf.

1 **SECTION 2.** That said Amendment No. 1 to the Cooperative Endeavor Agreement is
2 attached hereto as "Exhibit A" 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 A

**AMENDMENT NUMBER 3 TO THE
COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF NEW ORLEANS AND THE AUDUBON COMMISSION**

[COVER PAGE]

AMENDMENT NO. 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

AUDUBON COMMISSION

THE RIVERVIEW, STORMWATER MANAGEMENT, AND WOLDENBERG PARK

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Audubon Commission, represented by J. Kelly Duncan, President (the “**Audubon**”). The City and Audubon are sometimes each referred to as the “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of January 2, 2025 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and Audubon are parties to a cooperative endeavor agreement dated effective June 26, 2023 (the “**Agreement**”) for the purpose of providing for enhanced and continued recreational facilities for City residents, increasing tourism opportunities, and enhancing the resiliency of City property;

WHEREAS, the City has settlement funds from prior wharf allisions to fund the repair of damages caused to the Governor Nicholls wharf;

WHEREAS, the City sold additional public improvement bonds in 2024 and has agreed to fund the overruns on the Woldenberg Park Improvement project;

WHEREAS, the City and Audubon, each having the authority to do so, desire to enter this Amendment to extend the term of the Agreement for continuity of services, add an additional project to the Agreement, and increase the compensation for the additional project and services;

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

A. EXTENSION. The term of the Agreement is extended for three (3) additional years from January 2, 2025, to January 1, 2028. This Agreement shall terminate if all projects listed in Exhibit A are completed and approved by the City in writing prior to January 1, 2028.

B. ADDITIONAL PROJECT. The following project will be added to the Agreement:

- i. **Governor Nicholls St. Wharf Substructure Repairs:** Repairs and replacement of existing timber and steel piles and concrete slab between column lines 43 and 59 on the Gov. Nicholls St. Wharf.

C. COMPENSATION. The following fees will be paid by the City to Audubon for the additional services needed for the projects:

- i. **Governor Nicholls St. Wharf Substructure Repairs: \$2,393,412.00.**
- ii. **Woldenberg Park Improvement overruns: \$1,158,000.00.**

D. MAXIMUM COMPENSATION. The total maximum aggregate compensation payable by the City under this Agreement is increased from \$8,620,000.00, not to exceed **\$12,171.412.00**. The City's obligation to compensate Audubon under this Agreement will not exceed the maximum aggregate amount payable at any time, unless increased by a validly executed written amendment.

E. STATE PROCUREMENT LAWS. Audubon swears to comply with all state procurement laws.

F. CONVICTED FELON STATEMENT. Audubon swears that it complies with City Code Section § 2-8(c). No Audubon principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

G. NON-SOLICITATION STATEMENT. Audubon swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. Audubon has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

H. ELECTRONIC SIGNATURE AND DELIVERY. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

I. PRIOR TERMS BINDING. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

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

[SIGNATURES AND EXHIBIT "A" CONTAINED ON THE FOLLOWING PAGES]

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

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

CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____

CITY COUNCIL PRESIDENT

AUDUBON COMMISSION

BY: _____

J. KELLY DUNCAN, PRESIDENT

Executed on this _____ of _____, 2025.

FEDERAL TAX I.D. NO.

[EXHIBIT A CONTAINED ON THE FOLLOWING PAGE]

AMENDED EXHIBIT “A”: LIST OF PROJECTS

- **Infrastructure Improvements to Audubon Riverview - \$1,520,000.00.**
Project includes replacing lighting with energy-efficient standards, repairing/repaving Riverside walkway and replacing benches with graffiti-resistant seating, renovating pavilions, tree protection, and repaving roads. Improvements include replacement and installation of energy-efficient lighting, installing emergency communication system, repaving walkway, replacement of benches, renovation of pavilions, the repaving of Riverside East and West Drives, and the striping of a bike lane.
- **Audubon Stormwater Resilience Project - \$0.00.**
Audubon Park lagoons will be terraced and the shoreline reinforced with geosynthetic and native plants. The lagoons will also be connected to improve circulation and water quality between lagoons. Terracing of the lagoons is anticipated to add 75 million gallons of storm water storage.
- **Woldenberg Park Improvements - \$5,398,000.00.**
Improvements to the river front park where festivals and events are held, including dedicated stage locations, reinforced vehicular access paths, dedicated facilities locations, permanent electrical and sound connections, new lighting, landscaping and reconfiguration of the lawn.
- **Governor Nicholls St. Wharf Substructure Repairs - \$2,393,412.00**
Repairs and replacement of existing timber and steel piles and concrete slab between column lines 43 and 59 on the Gov. Nicholls St. Wharf.
- **Audubon Riverview Erosion Repair - \$2,860,000.00**
Repairs and replacement of erosion controls, bulkheads, and sidewalks along the length of Riverview Park. Original structures were constructed in the 1980's and have exceeded their functional life expectancy.

Name Jeff Schwartz Ext. 4954
 Person responsible for routing

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.

to enter a Cooperative Endeavor Agreement with the Audubon Commission for the purpose of redeveloping the Governor Nicholls and Esplanade Avenue Wharves.

1. 8
Department Head
2. John W. Wain
Department of Law
3. [Signature]
Chief Administrative Officer
4. [Signature]
Director of Council Relations
5. _____
Initials of Sponsoring Council Member

Council Members Present: _____

Absent: _____

FINAL ADOPTION:

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.

Calendar No.

(Rev)
(Exp)

Name Jeff Schwartz

Ext. 4954

Person responsible for routing

**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: AN ORDINANCE authorizing the mayor of the City of New Orleans

to enter a Cooperative Endeavor Agreement with the Audubon Commission for the purpose of
redeveloping the Governor Nicholls and Esplanade Avenue Wharves.

1.

Department Head

2.

Department of Law

3.

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.



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