

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: April 9, 2026

CALENDAR NO. 35,404

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement ("CEA") between the City of New Orleans ("City"), and the Sewerage and Water Board New Orleans ("SWBNO"), for a term greater than one year, for the public purpose of construction of the Dwyer Canal Project and allowing public access and use of the Project Area following completion of the Project in the City of New Orleans, as more fully detailed in the CEA form attached hereto as Exhibit "A"; 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 Sewerage and Water Board of New Orleans is a political subdivision of the State of Louisiana, whose principal address is located at 625 St. Joseph St, New Orleans, LA 70165; and **WHEREAS**, the City and SWBNO desire to enter into a CEA in order to accomplish the valued public purpose of construction of the Dwyer Canal Project and allowing

public access and use of the Project Area following completion of the Project in the City of New Orleans; **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
3 into the attached CEA with SWBNO, for a term of 20 years, for the public purpose of for the public
4 purpose of construction of the Dwyer Canal Project and allowing public access and use of the
5 Project Area following completion of the Project in the City of New Orleans.

1 **SECTION 2.** That said Cooperative Endeavor Agreement is attached to this ordinance as
2 “Exhibit A” 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 A

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN THE CITY OF NEW ORLEANS

AND

SEWERAGE & WATER BOARD OF NEW ORLEANS

[COVER PAGE]



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Resilience & Sustainability

Name of Contact Person: Meagan 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.

To authorize a multi-year Cooperative Endeavor
Agreement between the City of New Orleans and the
Sewerage & Water Board of New Orleans regarding the
joint use of the Dwyer Canal right-of-way and the
construction and maintenance of a trails and other
improvements.



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:

City of New Orleans; Sewerage & Water Board of New Orleans

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

SWB will grant and use of the SWB property for construction, allow public access, and maintain existing gray infrastructure. City will maintain new improvements.

Any fiscal implications for the City with the contract:

No fiscal implications from this CEA

The public purpose and need for the contract:

Construction of trails and other improvements for public use within the Dwyer Canal right-of-way as part of the Gentilly Resilience District projects.

The duration of the contract:

20 years



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: 1/27/2026

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

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

SEWERAGE & WATER BOARD OF NEW ORLEANS

DWYER CANAL MAINTENANCE AND JOINT USE

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by Helena Moreno, Mayor (the “**City**”), and the Sewerage & Water Board of New Orleans, represented by Randy E. Hayman, Esq., Executive Director (the “**SWBNO**” or the “**Board**”). The City and 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;

WHEREAS, the Sewerage & Water Board of New Orleans is a political subdivision of the State of Louisiana, with its principal address located at 625 St. Joseph Street, New Orleans, LA 70165;

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;

WHEREAS, the City and SWBNO desire to accomplish a valuable public purpose of improving walkability, connectivity, and recreational opportunities within and across the Pontchartrain Park and Gentilly Woods neighborhoods by constructing trails, a pedestrian bridge, lighting, seating, and solid waste receptacles (the “**Project**”) along the Dwyer Canal between Providence Place and France Road (the “**Project Area**”);

WHEREAS, SWBNO will provide the City with access to SWBNO managed property in the Project Area for the construction of the Project, and allow public access and use of the Project Area following completion of the Project;

WHEREAS, the City will construct the Project with Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) and Department of Housing and

Urban Development (HUD) National Disaster Resilience Program (NDR) funding; and

WHEREAS, the City will construct and maintain the Project improvements in the Project Area.

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

ARTICLE I - SWBNO'S OBLIGATIONS

A. Services. The Board will provide all tasks and deliverables as outlined in this Subsection.

1. Grant the City and its Contractors access and use of SWBNO managed property in the Project Area for the construction of the Project's scope of work.

2. Allow public access and use to the Project Area and the Project upon completion of construction.

3. Maintain the grey stormwater infrastructure assets existing prior to the implementation of the Projects.

4. Continue to maintain the Project Area greenspace in the manner and standard maintained as of the Effective Date of this Agreement.

5. Provide access to SWBNO personnel to discuss the required services during normal working hours, as requested by the City.

6. SWBNO is not responsible or obligated to make any payments for work performed on the Project by the City or any City Contractor.

ARTICLE II - THE CITY'S OBLIGATIONS

A. Administration. The City will:

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

2. Provide SWBNO with Project designs and other documents deemed necessary for SWBNO's performance of any work required under this Agreement;

3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by SWBNO; and

4. Maintain, through the Department of Public Works, the walking and bicycling trails, non-motorized bridges, and lighting constructed by the City as part of the Project.

5. Contract with a design professional as well as a licensed contractor through the City Procurement process to enter into a Professional Services Agreement for the design and construction of the Project.

6. Make all necessary payments to all contractors associated with this Project.

ARTICLE III - DURATION AND TERMINATION

A. Term. The term of this agreement shall be for 20 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. Either Party may terminate this Agreement at any time during the term of the Agreement by giving the remaining party written notice of the termination at least 30 calendar days before the intended date of termination.

D. Termination for Cause. Either Party may terminate this Agreement immediately for cause by sending written notice to the remaining party. "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 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 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.

ARTICLE IV - INDEMNITY

A. To the fullest extent permitted by law, the City will protect, defend, indemnify, and hold harmless SWBNO, its agents, elected officials, employees, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any negligent act or omission or the operation of the Party, its agents or employees while engaged in or in connection with the increased pedestrian activity within the project's footprint and the work being performed under this Agreement.

B. The City and the SWBNO will each be responsible for defense costs related to any claims made for work performed under this agreement. To the extent SWBNO accrues or otherwise sustains any defense costs related to any claims made pertaining to work performed, omissions or other scenarios wherein paragraph 1 of this section shall apply, the City shall reimburse SWBNO for the same.

C. Limitation. The City's indemnity does not extend to any loss arising from the negligence or willful misconduct of the SWBNO, provided that neither that City nor any of its agents or employees contributed to such negligence or willful misconduct.

D. The Parties intend and agree that the City shall be fully responsible for all liabilities incurred in connection with their respective acts or omissions, as detailed in paragraph 1 of this section, regardless of the presence or absence of insurance of the City, its Contractors, or any other party responsible for the performance of work associated with this project under the control of the City.

E. Restriction on Expansion of SWBNO Liability. Nothing in this agreement expands the liability of SWBNO above or beyond that existing prior to execution of this agreement and

performance of work under this agreement. SWBNO is under no independent duty or obligation to permit the work being performed under this Agreement, and it would not do so if there is or could be any possibility of SWBNO being held liable for any injuries, damages, or death occurring as a result of work performed under this agreement.

ARTICLE V - FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable 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 the parties); 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 the parties, provided such event was not caused by the negligence or misconduct of the parties, by the failure of the parties to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the parties must provide notice in writing to the remaining party 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 party has provided required notice, the parties may,
 - a. Suspend this Agreement for a duration to be set, 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 parties must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance; or
 - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to all parties 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 VI - 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:

Meagan Williams, Deputy CEO of Resilience-Chief Resilience Officer
Office of Resilience & Sustainability
City of New Orleans
1300 Perdido Street
Suite 7E05
New Orleans, LA 70112

&

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

2. To the Board:

Randy E. Hayman, Esq., Executive Director
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165
Sewerage and Water Board of New Orleans
2800 Peoples Avenue
New Orleans, LA 70118

&

Special Counsel
Sewerage and Water Board of New Orleans
625 St. Joseph Street, Rm 201
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 VII - 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.

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.

D. Conflicting Employment.

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 Board 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. 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.

G. Exhibits. The following exhibits will be and are incorporated into this Agreement: “Exhibit A” – Dwyer Canal Site Plan.

H. Jurisdiction. The Board 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 Board .

I. 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.

J. Non-Exclusivity. This Agreement is non-exclusive and the Board may provide services to other clients, subject to the City’s approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

K. 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.

L. 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: the Agreement; “Exhibit A”.

M. 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.

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

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

ARTICLE VIII - 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 IX - 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 NEXT PAGE]

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

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

CITY OF NEW ORLEANS

BY: _____
HELENA MORENO, MAYOR

Executed on this _____ of _____, 2026

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

SEWERAGE & WATER BOARD OF NEW ORLEANS

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

FEDERAL TAX I.D.

[EXHIBIT A CONTAINED ON NEXT PAGE]

EXHIBIT "A"

DWYER CANAL SITE PLAN



[END OF AGREEMENT]

Name M. Williams Ext. 8420
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 to authorize the Mayor to execute a multi-year cooperative endeavor agreement with the Sewerage and Water Board of New Orleans regarding the joint use of the Dwyer Canal right-of-way and the construction and maintenance of trails and other improvements.

- 1. [Signature]
Department Head
- 2. [Signature]
Department of Law
- 3. [Signature]
Chief Administrative Officer
- 4. [Signature]
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.