

Calendar No. (Rev)  
(Exp)

Name PATRICK JUDGE Ext. 504-657-4858  
Person responsible for routing (CKL)

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 between the City of New Orleans (the "City") and the Sewerage and Water Board of New Orleans (the "SWB"), a political corporation organized under the laws of the State of Louisiana, represented by its Chief Executive Officer, Ghassan Korban, for a term greater than one year, for the public purpose of conducting sewer replacement work in connection with select capital improvement projects in the City of New Orleans, with funding from the Water Infrastructure Finance and Innovation Act ("WIFIA") program administered by the United States Environmental Protection Agency ("EPA"), as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit "A"; and otherwise to provide with respect thereto.

1. [Signature] Department Head [Signature] PDU Director [Signature] Deputy CAO
2. [Signature] 11/15/2021
3. [Signature] 11/17/21
4. [Signature] Chief Administrative Officer [Signature]  
Director of Council Relations
5. \_\_\_\_\_  
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: \_\_\_\_\_  
Absent: \_\_\_\_\_

AMENDMENTS:

FINAL ADOPTION:

MOVED: \_\_\_\_\_  
2<sup>ND</sup>: \_\_\_\_\_  
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: Project Delivery Unit/Dept. of Public Works/SWBNO

Name of Contact Person: Joseph W. Threat, Sr./Josh Hartley/Yolanda Grinstead

Telephone Number: 658-8771/606-0707/585-2154

Email Address: jwthreatsr@nola.gov/jwhartley@nola.gov/ygrinstead@swbno.org

Initials of Sponsoring Councilmember(s): \_\_\_\_\_

#### DETAILED SYNOPSIS OF THE ORDINANCE

*GRASS # 3157*

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 between the City of New Orleans (the City) and the Sewerage and Water Board of New Orleans (the SWB), a political corporation organized under the laws of the State of Louisiana, represented by its Chief Executive Officer, Ghassan Korban, for a term greater than one year, for the public purpose of conducting sewer replacement work in connection with select capital improvement projects in the City of New Orleans, with funding from the Water Infrastructure Finance and Innovation Act (WIFIA) program administered by the United States Environmental Protection Agency (EPA), as more fully detailed in the Cooperative Endeavor Agreement form



### 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 SWBNO.

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

Requirements as set by this CEA and Federal provisions  
under the Water Infrastructure Finance and Innovation  
Act (WIFIA).

Any fiscal implications for the City with the contract:

There is No Fiscal Impact with this CEA - Federal funds.  
Authorizes the Mayor to sign a multi-year CEA. NOTE:  
Mayor is also SWBNO President.

The public purpose and need for the contract:

To enact a 5-year CEA.

The duration of the contract:

Five years from the effective date.



### 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:

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The general content/requirements of the existing Code provision:

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

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Why these changes are needed:

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REQUESTED ADOPTION DATE: December 16, 2021

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

CITY OF NEW ORLEANS  
FISCAL NOTE  
CHIEF ADMINISTRATIVE OFFICE

<u>ORDINANCE ( )</u>	<u>RESOLUTION ( )</u>	<u>MOTION ( )</u>
(S).	NO.	NO.

DEPARTMENT: Department of Public Works - PDU

**PURPOSE OF LEGISLATION:** To authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans (the "City") and the Sewerage and Water Board of New Orleans (the "SWB"), a political corporation organized under the laws of the State of Louisiana, represented by its Chief Executive Officer, Ghassan Korban, for a term greater than one year, for the public purpose of conducting sewer replacement work in connection with select capital improvement projects in the City of New Orleans, with funding from the Water Infrastructure Finance and Innovation Act ("WIFIA") program administered by the United States Environmental Protection Agency ("EPA"), as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit "A"; and otherwise to provide with respect thereto.

**SOURCE/AMOUNT OF REVENUE TO BE GAINED (LOST):** N/A – No Fiscal Impact.

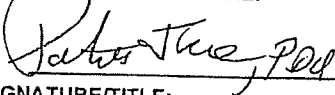
**BASIS FOR REVENUE ESTIMATE:** N/A

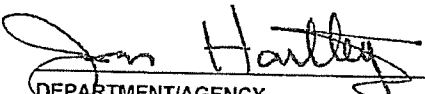
**EXPENDITURE REQUIREMENTS (SAVINGS) BY SPECIFIC CATEGORIES AND AMOUNTS:** N/A

**EXPLANATION:** Authorizes 5-year CEA between City and SWBNO. NO FISCAL IMPACT.

PATRICK TUDOR (504-657-4858)

CONTACT PERSON/PHONE:

  
SIGNATURE/TITLE:


  
DEPARTMENT/AGENCY

Date: 11/17/21

PRIMARY CONTACTS - SWBNO

> YOLANDA GRINSTED  
504-585-2154  
YGRINSTED@SWBNO.ORG  
2 MARY BETH FICENEUX  
504-585-2240  
MFICENEUX@SWBNO.ORG

REVIEWED BY:

  
CHIEF ADMINISTRATIVE OFFICE

PLASS # 3151

**ORDINANCE**

**CITY OF NEW ORLEANS**

**CITY HALL: November 18, 2021**

**CALENDAR NO. 33,554**

**NO. \_\_\_\_\_ MAYOR COUNCIL SERIES**

**BY: COUNCILMEMBERS BANKS AND GIARRUSSO (BY REQUEST)**

**AN ORDINANCE** authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans (the “City”) and the Sewerage and Water Board of New Orleans (the “SWB”), a political corporation organized under the laws of the State of Louisiana, represented by its Chief Executive Officer, Ghassan Korban, for a term greater than one year, for the public purpose of conducting sewer replacement work in connection with select capital improvement projects in the City of New Orleans, with funding from the Water Infrastructure Finance and Innovation Act (“WIFIA”) program administered by the United States Environmental Protection Agency (“EPA”), as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit “A”; and otherwise to provide with respect thereto.

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

**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 Department of Public Works (“DPW”) (formerly known as the Department of Streets) and the SWB entered into an agreement on the 1<sup>st</sup> day of July, 1992 (the “1992 Agreement”) to define the role and responsibilities of the parties hereto related to coordination of capital improvement projects (streets, water, sewerage, drainage, etc.); and

**WHEREAS**, Section II of the 1992 Agreement requires a separate agreement for capital construction funded totally or in part by State or federal funds; and

**WHEREAS**, pursuant to Section II of the 1992 Agreement, DPW and the SWB are parties to an agreement that provides with respect to undertaking of new capital projects funded totally or in part by Federal Emergency Management Agency (“FEMA”) funds; and

**WHEREAS**, the SWB has applied for funding through the WIFIA program through the EPA for sewer replacement work to be proposed into select capital improvement projects; and

**WHEREAS**, further to the provisions of Section II of the 1992 Agreement, requiring a separate agreement for capital construction funded totally or in part by State or federal funds, both the SWB and the City desire to more fully provide for the roles and responsibilities of the SWB and the City for projects to be funded in whole or in part by WIFIA monies; **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 the attached cooperative endeavor agreement with the Sewerage and Water Board of New Orleans, represented by its Executive Director, Ghassan Korban, for a term of five (5) years, for the public purpose of conducting sewer replacement work in connection with select capital improvement projects in the City of New Orleans, with funding from the Water Infrastructure Finance and Innovation Act program administered by the United States Environmental Protection Agency.

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 THE SEWERAGE  
AND WATER BOARD OF NEW ORLEANS**

**AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
THE SEWERAGE AND WATER OF NEW ORLEANS  
FOR  
PROJECTS FUNDED WITH WIFIA MONIES**

This Agreement (the "**Agreement**") is between the City of New Orleans (hereinafter referred to as the "**City**") , a municipal corporation organized under the laws of the State of Louisiana with its separate charter, represented herein by its Mayor, and the Sewerage and Water Board of New Orleans (hereinafter referred to as "**Board**"), a political corporation organized under the laws of the State of Louisiana, represented herein by its Executive Director. The City and Board may sometimes be collectively referred to as the "**Parties**." This Agreement is effective as of the date of execution by the City (the "**Effective Date**").

**WITNESSETH**

**WHEREAS**, DPW (formerly known as Department of Streets) and Board entered into an agreement on the 1st day of July, 1992 (the "1992 Agreement") to define the role and responsibilities of the parties hereto related to coordination of capital improvement projects (streets, water, sewerage, drainage, etc.); and

**WHEREAS**, Section II of the 1992 Agreement requires a separate agreement for capital construction funded totally or in part by State or Federal funds; and

**WHEREAS**, pursuant to Section II of the 1992 Agreement, DPW and Board are parties to an agreement that provides with respect to undertaking of new capital projects funded totally or in part by FEMA funds; and

**WHEREAS**, the Board has applied for funding through the Water Infrastructure Finance and Innovation Act ("WIFIA") program through the United States Environmental Protection Agency ("EPA") for sewer replacement work to be proposed into select capital improvement projects; and

**WHEREAS**, further to the provisions of Section II of the 1992 Agreement, requiring a separate agreement for capital construction funded totally or in part by State or Federal funds, both Board and City desire to more fully provide for the roles and responsibilities of Board and City for projects to be funded in whole or in part by WIFIA monies;

**NOW THEREFORE**, for the mutual considerations received and the benefits to be derived for the citizens of the City Board and City agree as follows:

**ARTICLE I.**  
**RELATIVE TO CITY CAPITAL CONSTRUCTION PROJECTS**

When City undertakes a capital project involving extensive rehabilitation (repair of one-third, or more, of the road base) and/or replacement and/or reconstruction of a street, and when said project shall require and/or include the replacement of Board's water, sewerage, and/or major drainage lines eligible for WIFIA funding, the sharing of costs thereof shall be as follows:

A. City will pay for all subsurface drainage repairs and replacements on pipes less than thirty six inches (36") in diameter, including all catch basins, catch basin laterals, manholes, and drain house connections.

B. Board will pay for all work on major drainage, thirty-six inches (36") in diameter (or equivalent), and larger, including manholes, wyes, combination catch basins, conflict boxes, siphons, and all associated hardware. City will pay for connected catch basins and laterals less than thirty-six inches (36") in diameter (or equivalent). Board will also pay for all work on water and sewerage facilities including house connections and meter boxes, without regard to the reason for which the work is being performed, except in instances where damage is caused by the Contractor. For work that Board elects to fund with WIFIA funding, Board's funding will be provided to City for work performed by City that is eligible due to Board sub-surface utility repair that is eligible for funding under WIFIA, including base repair, sidewalk paving, or other work which would not have been included in the paving project but was required to accommodate any WIFIA-eligible work added by Board.

C. During the design phase of the project, Board will provide to City and/or the Engineer of Record for the project the boundaries of the water, sewerage and/or major drainage lines to be replaced, including all data relative to pertinent house connections and service lines within the limits of the project.

D. City agrees to include in its paving project all associated water, sewerage, subsurface drainage, and major drainage repairs and replacements and any such repairs and replacements for which Board intends to use WIFIA funding.

E. Board shall reimburse City for the Engineering cost required to add WIFIA-eligible work to the project. The reimbursement due to City for Engineering costs from WIFIA funds shall be the ratio of the construction cost of WIFIA-eligible Board items to the construction cost of the total project times the cost of the overall Engineering fees.

F. Board may provide construction inspection of its facilities affected by paving projects, either using its own personnel or subcontracting the work to a private consultant. Board's inspector shall verify the quantities for all Board items to be included in each partial payment, within the agreed upon time frame specified in the procedures.

G. In the event that Board does not provide inspection, Board shall reimburse City its share of construction inspection costs. The reimbursement due City from WIFIA funds for inspection costs shall be the ratio of the construction cost of WIFIA-funded Board items to the construction cost of the total project times the cost of the overall construction inspection fees. If

Board elects to use WIFIA funds to have City provide construction inspection, Board shall reimburse City for the quantities of WIFIA-eligible BOARD items approved by the City's inspector. Board shall forfeit its right to contest construction quantities after payment for the work has been made to the Contractor.

H. All plan changes affecting, in any manner, facilities owned or maintained by Board, shall be approved and signed-off, within ten (10) business days, by Board's authorized representative through the field change order process. The plan change(s) shall include both technical and financial impacts resulting from the proposed change. Board's authorized representative shall approve or disapprove the field change ten (10) business days from receipt of the field change authorization. Board agrees to fund any Board items impacted by the approved plan change whether or not items are reimbursable by WIFIA.

I. City will bill Board as invoices are provided to City in accordance with their construction and design contracts. All work included in the billing will have been approved by Board in advance.

J. As-built drawings of water, sewerage, and drainage facilities shall be prepared by the Contractor and approved by BOARD's authorized representative before they are submitted to City's authorized representative. As-built drawings shall be submitted on 3-mil mylar and in an electronic format to be defined by Board.

## **ARTICLE II. RELATIVE TO BOARD CAPITAL CONSTRUCTION PROJECTS**

When Board undertakes a capital project involving replacement of Board's water, sewerage, and/or major drainage lines, and when said project shall require repair and/or replacement of the street (road base, paving, sidewalks, curbs, or other related work), and/or subsurface drainage, the following shall apply:

A. If it is determined that City has received funding for work that can be performed in a Board project that would be eligible for WIFIA funding, City may provide written approval to Board to provide funding for Board to perform a determined portion of City related work. In order for Board to be paid by City for this work, it must receive written approval from City prior to performing the work.

B. During the design phase of the project, Board will provide the boundaries of the water, sewerage and/or major drainage lines to be replaced, including all data relative to pertinent house connections and service lines within the limits of the project.

C. The City scope of work for Board projects will be provided in writing to Board and may consist of paving and subsurface drainage work that has been documented as eligible for reimbursement to City by Board using WIFIA funds.

D. City agrees to review Board provided data to define and provide written recommendations for street and/or subsurface drainage repairs and replacements. Board agrees to include all recommendations in its Capital Construction Projects. City shall reimburse Board

for the Engineering cost required to add the City scope of work to the project. The reimbursement due Board for Engineering costs shall be the ratio of the construction cost of the City scope of work to the construction cost of the total project times the cost of the overall Engineering fees.

E. City may provide construction inspection of the street and/or subsurface drainage repairs and/or replacement projects, either using its own personnel or subcontracting the work to a private consultant. City's inspector shall provide the quantities for all City scope of work to be included in each partial payment, within the agreed upon time frame specified in the procedures.

F. In the event that City does not provide inspection, City shall reimburse Board its share of construction inspection costs. The reimbursement due Board for inspection costs shall be the ratio of the construction cost of the City-approved scope to the construction cost of the total project times the cost of the overall construction inspection fees. If City elects to have Board provide construction inspection, City shall reimburse Board for the quantities of City scope of work approved by the Board inspector. City shall forfeit its right to contest construction quantities after payment for the work has been made to the Contractor.

G. All plan changes affecting, in any manner, facilities owned or maintained by City, shall be approved and signed-off by City's authorized representative through the field change order process. The plan change(s) shall include both technical and financial impacts resulting from the proposed change. City's authorized representative shall approve or disapprove the field change authorization within ten (10) working days from receipt of the field change authorization.

H. Board will bill DPW as invoices are provided to Board in accordance with their construction and design contracts. All work included in the billing will have been approved by City in advance, either by approving the original contract or through field change authorizations. All quantities included in the billing will have been approved by City's authorized representative in advance.

I. As-built drawings of street and subdrainage facilities shall be prepared by the Contractor and approved by the City's authorized representative before they are submitted to Board. As-built drawings shall be submitted on 3-mil mylar and in an electronic format to be defined by City.

### **ARTICLE III. RELATIVE TO PROCEDURES**

The staffs of Board and City shall jointly prepare procedures and standards for the implementation of the terms contained herein.

A. A procedure shall include assignments of specific responsibilities of Board and City personnel and shall address specific types of problems and areas of conflict that need a cooperative effort for resolution.

B. Specific standards and specifications applicable to the design, installation, and repair of Board facilities shall be agreed upon by both parties.

C. Board will provide City with a funding memo identifying the funding source for every approved contract, amendment, and field change authorization associated with each project. The memo serves as Board's financial commitment to provide City with funding to cover Board related expenditures. Board should only execute the funding memo when Board has the appropriate funding needed to fund the project. By executing a funding memorandum, Board is committing to the payment of its portion of the scope of work of the project within the City and Board agreed upon time period.

D. For a City Capital Construction Project, vendors and/or consultants will be required to submit two separate invoices based on City items and Board items. Upon receipt of a Board invoice, City will log and transmit each invoice to Board's authorized representative to approve and process payment. Board agrees to review and pay City for the work completed on the invoice within a City and Board agreed upon time period of receiving the invoice so that it will not delay payment to vendor. Once payment from Board is received via EFT, the City's Department of Finance will release the check to the vendor.

E. For a Board Capital Construction Project; Vendors and/or Consultants will be required to submit two separate invoices based on Board items and City items. Upon receipt of a City invoice, Board will log and transmit each invoice to City's authorized representative to approve and process payment. City agrees to review and pay Board for the work completed on the invoice within a City and Board agreed upon time period of receiving the invoice so that it will not delay payment to vendor. Once payment from City is received via EFT, Board will release the check to the vendor.

#### **ARTICLE IV. DURATION**

The term of this Agreement shall be five (5) years from the Effective Date.

#### **ARTICLE V. RELATIVE TO PREVIOUS AGREEMENT**

Execution of this Agreement between the Board and the City augments the 1992 Agreement between the City of New Orleans and the Sewerage and Water Board of New Orleans, by addressing state and federal funding of water, sewerage, and major drainage line work to be funded by WIFIA monies.

#### **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:  
Director  
Department of Public Works

City of New Orleans  
1300 Perdido Street, Suite 6W03  
New Orleans, LA 70112

&

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

2. To the Board:

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

&

Yolanda Y. Grinstead, Esq.  
Special Counsel  
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 VII.  
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 or other means of electronic transmission 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.

**[REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]**

**[SIGNATURES CONTAINED ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals.

**CITY OF NEW ORLEANS**

BY: \_\_\_\_\_  
HONORABLE LATOYA CANTRELL, MAYOR

Executed this \_\_\_\_\_ of \_\_\_\_\_, 2021

**FORM AND LEGALITY APPROVED:**  
Law Department, City of New Orleans

BY: Tracy Tyler  
Printed Name: Tracy Tyler

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

BY: Ghassan Korb  
GHASSAN KORBAN, EXECUTIVE DIRECTOR

**APPROVED AS TO FORM:**

Yolanda Y. Grinstead  
BY: YOLANDA Y. GRINSTEAD, SPECIAL COUNSEL,  
SEWERAGE AND WATER BOARD