

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 23, 2025

CALENDAR NO. 35,294

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MORRELL (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into Amendment No. 1 to a previously executed Cooperative Endeavor Agreement (“CEA”) between the City of New Orleans (“City”), and PBP, LLC, represented by Rasha Drachkovitch, President, relative to add certain terms and conditions to the Agreement for continuity of services, and wrap up final production of the episodes that include cases captured prior to termination of the Agreement. This extension is not intended to renew the Agreement for the capture of any new cases, desire to modify the provisions of the CEA and extend the term thereof for an additional 1 year from the Effective Date through November 6, 2025, as more fully set forth in the Amendment No. 1 form attached hereto as Exhibit “A” 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 PBP, LLC, represented by Rasha Drachkovitch, President, desire to modify the provisions of the CEA and extend the term thereof for an additional one (1) year from the Effective Date through November 6, 2025, to the previously executed Cooperative Endeavor Agreement (CEA) between the City and PBP, LLC, represented by Rasha Drachkovitch, President, relative to the valued public purpose to add certain terms and conditions to the Agreement for continuity of services, and wrap up final production of the episodes that include cases captured prior to termination of the Agreement and is not intended to renew the Agreement for the capture of any new cases; and

WHEREAS, the City and PBP, LLC, represented by Rasha Drachkovitch, President, desire to enter into this Amendment No. 1 to provide for adding certain terms and conditions to the Agreement for continuity of services and to wrap up final production of the episodes that include cases captured prior to termination of the Agreement and is not intended to renew the Agreement for the capture of any new cases, and to set forth certain other matters in connection therewith; **NOW THEREFORE**

1 **SECTION I. 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 Amendment No. 1 to the Cooperative Endeavor Agreement, in the form attached hereto as
4 Exhibit “A”, to the previously executed Cooperative Endeavor Agreement between the City of
5 New Orleans and PBP, LLC, represented by Rasha Drachkovitch, President to modify the
6 provisions of and extend the term thereof for an additional one (1) year from the Effective Date
7 through November 6, 2025, to the previously executed CEA relative to the valued public purpose
8 to add certain terms and conditions to the Agreement for continuity of services; and to wrap up
9 final production of the episodes that include cases captured prior to the termination of the

10 Agreement and is not intended to renew the Agreement for the capture of any new cases, in the
11 City of New Orleans.

1 **SECTION 2.** That said Amendment No. 1 to the Cooperative Endeavor Agreement is
2 attached to this ordinance as “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

AMENDMENT NUMBER 1 TO THE

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN

THE CITY OF NEW ORLEANS AND PBP, LLC REPRESENTED BY RASHA

DRACHKOVITCH, PRESIDENT

AMENDMENT NO. 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
PBP, LLC
“Homicide Squad: New Orleans”

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and PBP, LLC, represented by Rasha Drachkovitch, President (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of November 7, 2024 (the “**Effective Date**”).

RECITALS

WHEREAS, on November 7, 2023, the City and PBP, LLC entered into a cooperative endeavor agreement for filming and taping the activities of the New Orleans Police Department’s Homicide Division for incorporation into television programming, advertising, and publicity, as a series, entitled, “Homicide Squad: New Orleans” (the “**Agreement**”); and

WHEREAS, the City and PBP, LLC, each having the authority to do so, desire to enter this Amendment to extend the Agreement for an additional one (1) year period and to add certain terms and conditions to the Agreement for continuity of services; and

WHEREAS, the purpose of this Amendment is to wrap up final production of the episodes that include cases captured prior to termination of the Agreement (e.g., capturing one-on-one interviews with the detectives to provide the narrative in the episodes, receiving case updates, etc.). This extension is not intended to renew the Agreement for the capture of any new cases.

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

1. **Extension**. In accordance with Article VIII, Section (B) of the Agreement, the term is extended for an additional one (1) year from the Effective Date through **November 6, 2025**.

a. **Termination Date as Final Close-Out**. PBP, LLC agrees that all production reviews and wrap-up activities involving the City shall be considered final and complete as of the termination date, **November 6, 2025**. Any portions of the production not reviewed by the City by that date shall be deemed unusable by PBP, LLC. After the termination date, the City shall have no further obligations or responsibilities related to the production.

b. **Separate Termination Date for Episode 127**. Notwithstanding the foregoing, and in consideration of the ongoing nature of the case with Item Nos. G2943424, G2927724, and H1838024, all production reviews and wrap-up activities involving the City shall be considered final and complete as of **May 6, 2025**. After this date, the City shall have no further obligations regarding the production for this episode.

2. **Amendments to Article IV and V.** For Article IV, the NOPD shall be the sole entity responsible for reviewing and commenting on the Footage on behalf of the City. For Articles IV and V, City Employees include NOPD personnel, and the NOPD is authorized to act on behalf of the City. For Article V.C., the following shall substitute for the opening clause: “Notwithstanding anything to the contrary, the NOPD reserves its right to limit access under circumstances that may jeopardize:”.

3. **Additional Miscellaneous Provisions.** The following terms and conditions are being added to the Agreement as Article XVIII:

ARTICLE XVIII - FORCE MAJEURE

A. **Event.** *An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the Parties 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 nor misconduct of a Party, by the failure of a Party to comply with applicable laws, or by the breach of this Agreement.*

B. **Notice.** *To seek the benefit of this Article, a Party must provide notice to the Other Party in writing, 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 a Party has provided the required notice, the Parties may:*

a. *Suspend this Agreement for a duration to be set by the Parties, not to exceed ninety (90) days. During such time of suspension, the Parties will not be liable nor 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 as agreed to by the Parties; or*

b. *Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Other Party 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.*

4. **Convicted Felon Statement.** PBP, LLC swears that it complies with City Code Section 2-8(c). No principal, member, nor officer of PBP, LLC has, within the preceding five (5) 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.

5. **Non-Solicitation Statement.** PBP, LLC swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. PBP, LLC has not paid nor 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.

6. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

7. **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 agreement.

8. **Electronic Signature and Delivery.** The Parties agree that a 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 originally 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 signed copy of this Amendment.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

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

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ day of _____, 202__.

FORM AND LEGALITY APPROVED:

Law Department

BY: _____

PRINTED NAME: _____

PBP, LLC

BY: _____
RASHA DRACHKOVITCH, PRESIDENT

FEDERAL TAX I.D.

Name Cyril Manego Ext. 5388
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: Amendment to the CEA between the City of New Orleans and

PBP, LLC, to wrap-up final production of the cases captured prior to termination of the Agreement.

This extension is not intended to renew the Agreement for the capture of any new cases. The duration is 1
year with No City Funding. Any filming, work, or other activities shall be done at no cost to the City.

1. *Manego* 10/16/25
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.



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: New Orleans Police Department

Name of Contact Person: Cyril R. Manego

Telephone Number: 504-658-5388

Email Address: Cyril.Manego@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 is an Amendment to the CEA between the City of New Orleans and PBP, LLC, to wrap-up final production of the cases captured prior to termination of the Agreement (e.g., capturing one-on-one interviews with the NOPD detectives to provide narrative in the episodes, receiving case updates, etc.).

This extension is not intended to renew the Agreement for the capture of any new cases.



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 of New Orleans,
New Orleans Police Department [NOPD] and
PBP, LLC

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

PBP will continue to film activities of NOPD's Homicide Division. The NOPD shall be the sole entity responsible for reviewing and commenting on the Footage on behalf of the City.

Any fiscal implications for the City with the contract:

No City Funding Utilized. Any filming, work, or other activities shall be done at no cost to the City. PBP will contribute an agreed-upon sum of money to the City.

The public purpose and need for the contract:

To extend the Agreement's term and to modify certain terms and conditions for continuity of services. Filming the activities of NOPD's Homicide Division provides television programming, advertising and publicity.

The duration of the contract:

One (1) year 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:

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