

ORDINANCE
CITY OF NEW ORLEANS

CITY HALL: October 23, 2025

CALENDAR NO. 35,280

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER THOMAS (BY REQUEST)

AN ORDINANCE authorizing 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 Grounds Krewe NOLA (“Grounds Krewe”), for the public purpose of providing recycling programming during the 2026 Carnival season in the City of New Orleans, to extend the term thereof for an additional twelve months, as more fully detailed in the CEA and the Amendment No. 1 to the CEA 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, Grounds Krewe, a non-profit corporation, whose principal address is located at 3962 Magazine Street, New Orleans, LA 70115; and

WHEREAS, the City and Grounds Krewe desire to enter into a CEA in order to accomplish the valued public purpose of proving recycling services along parade routes during the 2026 Carnival season in the City of New Orleans; **NOW THEREFORE**

1 **SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS,**

2 That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter into Amendment No.

1, in the form attached hereto as Exhibit “A”, to the previously executed CEA between the City of New Orleans and Grounds Krewe NOLA to extend the term thereof for an additional 12 months of the said previously executed CEA relative to the valued public purpose of providing recycling programming during the 2026 Carnival season in the City of New Orleans.

SECTION 2. That Amendment No. 1 to the CEA is 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

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF NEW ORLEANS
AND
GROUNDS KREWE NOLA**

[COVER PAGE]

AMENDMENT NO. 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

GROUND'S KREWE

FOR RECYCLE DAT! MARDI GRAS RECYCLING INITIATIVE

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Grounds Krewe NOLA Inc., represented by Brett Davis, Founding Director (“**Grounds Krewe**” or the “**Contractor**”). The City and Grounds Krewe are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, on December 19, 2024, the City and the Contractor entered into a Cooperative Endeavor Agreement for the purposes of advancing recycling efforts during Mardi Gras (the “**Agreement**”);

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to renew the Agreement for an additional year, to provide additional funding to the Agreement, and to add terms and conditions to the Agreement in order to further advance recycling efforts during the 2026 Mardi Gras Season; and

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

1. **Extension**. In accordance with Article IV, Section B of the Agreement, the term is extended for an additional one (1) year through December 18, 2026.

2. **Funding**. The funding described in Article III, Section A of the Agreement is increased by \$200,000.00, from \$50,000.00 to a total amount not to exceed \$250,000.00. The budget for the additional funding includes the following and can be modified as needed by mutual agreement of both Parties.

Recycle Dat! 2026 Operational Budget (with City funds)	
Planning and Logistics	\$20,000
Mardi Gras Parade Clean up Recycling (10 parade days)	\$125,000
• Parade Recycling Workforce	• \$115,000
• Parade Recycling Equipment	• \$6,400
• Box Truck Rental (3 trucks * 2 weeks)	• \$3,600
Material Sorting, Hauling, and Deposit	\$5,000
Marketing and Advertising	\$15,000
Program Insurance	\$10,000

Program Signage and Artwork	\$20,000
Post-Program Assessment	\$5,000
	= \$200,000

3. **The Contractor's Obligations.** In accordance with Article XIV, Section A of the Agreement, Article I, Section A is amended to include the following: "9. Coordinate with Job-1, the Office of Resilience and Sustainability, the Department of Sanitation, as well as any subcontractors to strategize an efficient plan and execute the integration of recycling into Mardi Gras parade clean up efforts."

4. **The City's Obligations.** In accordance with Article XIV, Section A of the Agreement, Article II, Section A is amended to include the following: "9. Provide the Contractor with a branding guide for Recycle Dat."

5. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor 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.

6. **Non-Solicitation Statement.** The Contractor 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. The Contractor 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.

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

8. **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.

9. **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.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

IN WITNESS WHEREOF, the City and the Contractor, 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: _____

GROUND KREWE NOLA, INC.

BY: _____

C. BRETT DAVIS, FOUNDING DIRECTOR

FEDERAL TAX I.D

Calendar # XX,XXX

Name: Daniel Jatres Ext. 84947
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 THE DOCUMENT: An ordinance to authorize the Mayor to executive an amendment to a cooperative endeavor agreement with Grounds Krewe NOLA to support the 2026 Recycle Dat Program.

1. Greg Nichols
Department Head
2. T. M. Allen
Department of Law
3. [Signature]
Chief Administrative Officer
4. [Signature]
Director of Council Relations
5. _____
Initials of the Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____	<u>MOVED:</u>
_____	<u>2nd:</u>

_____	<u>YEAS:</u>
_____	<u>NAYS:</u>
_____	<u>ABSENT:</u>
_____	<u>RECUSED:</u>

6. _____
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: _____

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