

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: May 7, 2026

CALENDAR NO. 35,434

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. 1 to a previously executed Cooperative Endeavor Agreement (CEA) between the City of New Orleans (“City”), and Ubuntu Village NOLA, relative to reducing crime and incarceration through the INSTEAD Program which focuses on youth and adults who have been arrested but not adjudicated for nonviolent offenses and have underlying behavioral health challenges, desire to modify the provisions of the CEA and extend the term thereof for an additional one year, 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 Ubuntu Village NOLA desire to modify the provisions of and extend the term thereof for an additional one year, to the previously executed CEA between the City and Ubuntu Village NOLA relative to the valued public purpose of reducing crime and incarceration through the INSTEAD Program which focuses on youth and adults who have been arrested but not adjudicated for nonviolent offenses and have underlying behavioral health needs in the City of New Orleans; and

WHEREAS, the City and Ubuntu Village NOLA desire to enter into this Amendment No. 1 to provide for an additional \$350,000 over one year for the INSTEAD Program and to set forth certain other matters in connection therewith; **NOW THEREFORE**

1 **SECTION 1. 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
3 to the Cooperative Endeavor Agreement, in the form attached hereto as Exhibit “A”, to the previously
4 executed CEA between the City of New Orleans and Ubuntu Village NOLA to modify the provisions of
5 and extend the term thereof for an additional 1 year, to the previously executed CEA relative to the valued
6 public purpose of reducing crime and incarceration through the INSTEAD Program which focuses on youth
7 and adults who have been arrested but not adjudicated for nonviolent offenses and have underlying
8 behavioral health needs in the City of New Orleans.

1 **SECTION 2.** That said Amendment No. 1 to the Cooperative Endeavor Agreement is attached to
2 this ordinance as “Exhibit A” and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF 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 UBUNTU VILLAGE NOLA**

[COVER PAGE]

AMENDMENT NO. 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
UBUNTU VILLAGE NOLA
FOR THE
INSTEAD PROGRAM

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the “**City**”), and Ubuntu Village NOLA, represented by Ernest Johnson, Director (the “**Contractor**”). The City and the Subrecipient may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Agreement is effective as of February 12, 2026 (the “**Effective Date**”).

RECITALS

WHEREAS, effective February 12, 2025, the City and the Contractor entered into a Cooperative Endeavor Agreement for the INSTEAD program (the “**Agreement**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term, increase the funding, and reaffirm certain essential provisions of the Agreement.

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

1. **Extension.** The term of the Agreement is extended for one (1) year through February 11, 2027.
2. **Compensation:** The Agreement is amended to increase the compensation for in the amount of \$350,000.00. The maximum aggregate compensation payable under the Agreement is increased to \$870,000.00.
3. **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.
4. **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.
5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.
6. **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: _____
HELENA N. MORENO, MAYOR

Executed on this _____ **of** _____, **2026**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

UBUNTU VILLAGE NOLA

BY: _____
ERNEST JOHNSON, DIRECTOR

FEDERAL TAX I.D.

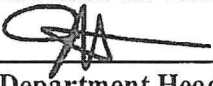
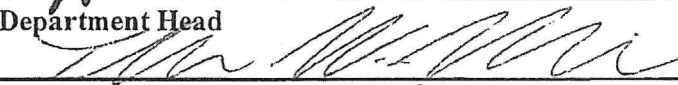
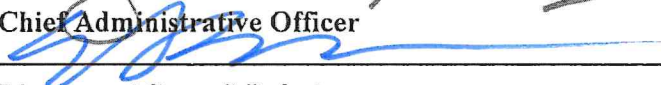
Calendar No. (Rev)
(Exp)

Name Travers Kurr Ext. 82812
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: This ordinance extends a CEA between the City of New Orleans and
Ubuntu Village NOLA for operating the INSTEAD program for an additional one year, adds \$350,000 to
the contract (\$150,000 MacArthur SJC Funds, \$70,000 Opioid Settlement Funds, \$130,000 in general
funds), and shifts the contract administration from the Office of Criminal Justice Coordination to NOHD.

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