

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 23, 2025

CALENDAR NO. 35,281

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER THOMAS (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Subrecipient Agreement between the City of New Orleans (the “City”) and the New Orleans Regional Business Park (the “**NORBP**”), with a term greater than one year, for the public purpose of providing capital improvements for economic development to the Enterprise Center Site at 13801 Old Gentilly Road, New Orleans, Louisiana 70129, as more fully detailed in the Subrecipient Agreement 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 Subrecipient Agreements 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 NORBP previously entered into a Subrecipient Agreement in order to accomplish the valued public purpose providing capital improvements for economic development to the Enterprise Center Site at 13801 Old Gentilly Road; and

WHEREAS, the City and NORBP desire to enter into a First Amendment extending the previous subrecipient agreement in order to accomplish the valued public purpose providing capital improvements for economic development to the Enterprise Center Site at 13801 Old Gentilly Road; and

WHEREAS, a subrecipient agreement is a type of cooperative endeavor agreement; and

WHEREAS, Section 9-314 of the Home Rule Charter of the City of New Orleans ordains that cooperative endeavor agreements having a term of more than one year must be reviewed and approved by the New Orleans City Council; **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 the attached First
3 Amendment to the Subrecipient Agreement with NORBP, for a term of one (1) year and twenty-two (22)
4 days for the public purpose of providing capital improvements for economic development to the Enterprise
5 Center Site at 13801 Old Gentilly Road.

1 **SECTION II.** That said Subrecipient Agreement is attached to this ordinance as “Exhibit A” and
2 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 NO. 1 TO THE SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF NEW ORLEANS AND
THE NEW ORLEANS REGIONAL BUSINESS PARK (NORBP)**

[COVER PAGE]

AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

NEW ORLEANS REGIONAL BUSINESS PARK

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by Joe Threat, Interim Chief Administrative Officer (the “**City**”), and the New Orleans Regional Business Park, represented by Otis Tucker, Jr., Chairperson (the “**NORBP**” or the “**Subrecipient**”). The City and the NORBP are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Amendment is effective as of December 10, 2025 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the NORBP previously entered into a Subrecipient Agreement for NORBP to utilize \$1,500,000 in ARPA Grant Funds to defray the costs of capital improvements to the Enterprise Center Site (“the Site”) at 13801 Old Gentilly Road, New Orleans, Louisiana 70129, and the operating expenses of the NORBP related to the Site to enhance the attractiveness, functionality, and security of the Site and to repair the Site in order to retain existing businesses and to attract new businesses to the Site, as well as other programs (the “**Agreement**”); and

WHEREAS, the City and the NORBP each having the authority to do so, desire to enter this Amendment to extend the term and to reaffirm essential provisions for the continuity of services.

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

1. **Extension**. In accordance with Article V Section B, the Agreement is extended for an additional period of one (1) year and twenty-two (22) days from December 10, 2025, through December 31, 2026.
2. **Services**. Article II, Section B. 2. is deleted in its entirety and replaced with:
Engage a certified project manager credentialed as a licensed architect with a minimum of three (3) years of project or construction management experience, a project management professional (a “**PMP**”) or Certified Construction Manager (“**CCM**”) by the Project Management Institute (the “**PMI**”), or similar industry accepted credential, to manage all capital improvements paid, in whole or in part, with the funds dispensed pursuant to this Agreement in order to ensure that all improvements are complete, meet specifications set forth in bids, proposals, or quotes, and adhere to minimum industry standards;
3. **Convicted Felon Statement**. The Subrecipient swears that it complies with City Code Section 2-8(c). No Subrecipient 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 Subrecipient 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 Agreement. The Subrecipient 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 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 Subrecipient, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
JOE THREAT, INTERIM CHIEF ADMINISTRATIVE OFFICER

Executed on this _____ of _____, 2025

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NEW ORLEANS CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

NEW ORLEANS REGIONAL BUSINESS PARK

BY: _____
OTIS TUCKER, JR., CHAIRMAN

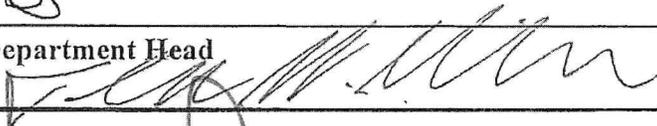
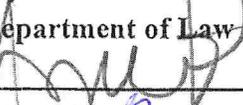
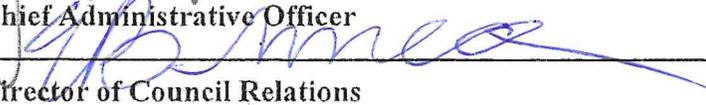
FEDERAL TAX I.D.

Name Jeff Schwartz Ext. 4954
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 extending a subrecipient agreement for ARPA-funded
repairs and improvements. The New Orleans Regional Business Park will utilize the funds to defray the
costs of capital improvements and operating expenses related to business retention and attraction.

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:
_____	2 ND :
_____	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: _____