

# French Quarter MANAGEMENT DISTRICT

## Board of Commissioners Meeting Minutes

Tuesday 6 August 2024

4:00 pm

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Via Teleconference:

Video:

<https://meetings.ringcentral.com/j/2047589217>

<https://meetings.ringcentral.com/personallink.html>

Meeting ID: 204 758 9217

Audio: +1 (469) 445 0100

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**Commissioners Present:** Jane Cooper, Frank Zumbo, Christian Pendleton, Heidi Raines, David Bilbe, Steve Caputo, Mamie Gasperez, Glade Bilby, Christine Bondio, Sue Klein

**Commissioners Absent:** Alex Fein

**Executive Director:** Karley Frankic

**Coordinator:** Shelby Ursu

**Guests:**

- I. **CALL TO ORDER: ROLL CALL: INTRODUCTION OF ATTENDEES** – Chair Ms. Cooper called the French Quarter Management District (FQMD) August 6<sup>th</sup>, 2024 special meeting to order at 4:03 pm. Ms. Frankic read the agenda as noticed and Ms. Klein called the roll.
- II. **PUBLIC COMMENT:** The Public Comment Policy can be found at <https://www.fqmd.org/publiccomment-policy>. Written public comment may be submitted electronically via email to [publiccomments@fqmd.org](mailto:publiccomments@fqmd.org).  
*No written public comment was received at the conclusion of the reading of the agenda.*
- III. **JULY 8<sup>TH</sup>, 2024, MEETING MINUTES:** Mr. G. Bilby motioned (**M1**) to “approve the July 8<sup>th</sup>, 2024 meeting minutes...”, Mr. Pendleton seconded the motion, and it was approved. Ms. Raines abstained due to her absence from the July Board meeting.
- IV. **BOARD CHAIR COMMENTS:** Ms. Cooper  
Ms. Cooper thanked the Commissioners for their attendance and stated that there will be two additional motions discussed under new business that the Finance and Development Committee had discussed this afternoon. She reported that the 2025 French Quarter Economic Development District (FQEDD) budget has been discussed in further detail at the July 29<sup>th</sup> Agreement Monitors meeting, noting that the goal is to get the budget approved by the Board of Commissioners at the September 9<sup>th</sup> Board meeting. She added that she would like each Commissioner to review the budget prior to the September meeting to be prepared for discussion and final questions before moving the budget process forward. Ms. Klein asked Ms. Cooper if there was more information regarding the \$270,000.000 in the budget draft allotted towards hospitality rangers, noting that it may be more beneficial to put this funding towards POST certified officers. Ms. Cooper stated that she will be discussing more details about this budget item at the upcoming Agreement Monitors meeting.

Ms. Cooper noted that the Louisiana State Police have requested that the FQMD allocate funds for additional patrols on Bourbon Street, and Ms. Frankic and Ms. Cooper are currently waiting for their formal proposal.

V. FINANCE AND DEVELOPMENT COMMITTEE CHAIR REPORT – Mr. Zumbo

Mr. Zumbo reviewed the Cooperative Endeavor Agreement and the City ordinances with the Commissioners, stating that the City has reached an agreement with the FQMD to amend the 2024 FQEDD budget for \$1.75M to be appropriated in three installments to the FQMD that would allow FQMD to act as project manager and fiduciary to complete the remaining repairs of the streetlights in the French Quarter by the end of 2024. Mr. Pendleton stated that he has spoken with the CEO of All Star and was told that the FQMD can choose to directly contract with them to manage and execute the entire project without a third party to manage and oversee the work, adding that All Star has done this before with other municipalities. Ms. Frankic pointed out that the FQMD must follow State procurement law, meaning that they cannot go directly to a contractor without first going through procurement. She added that the goal is to break the budget down into \$250,000 micro-contracts and aim to get the entire project done on time by prioritizing which repairs need to be completed first. Ms. Frankic stated that multiple Request for Proposals (RFPs) will be released at the same time, but a contractor is able to be awarded more than one of the micro-contracts. The Commissioners all agreed that hiring a professional, full-time Project Manager will be necessary to complete the project on time. Ms. Cooper reported that Legacy will be submitting another report to the City by August 16<sup>th</sup> detailing the remaining lights in need of repair. Ms. Frankic added that she will be conducting nighttime fieldwork this evening with Community Liaison officers to verify which lights are functioning or in need of repairs. Ms. Cooper stated that the City Council will vote on this matter on August 22<sup>nd</sup>.

- a. MOTION – CONSIDER A MOTION TO APPROVE THE AUTHORIZATION OF AN AMENDMENT TO THE 2024 FRENCH QUARTER ECONOMIC DEVELOPMENT DISTRICT BUDGET FOR \$1.75M TO BE APPROPRIATED AND ADVANCED IN THREE INSTALLMENTS TO THE FRENCH QUARTER MANAGEMENT DISTRICT TO ACT AS PROJECT MANAGER AND FIDUCIARY FOR A PROJECT TO REPAIR STREETLIGHTS WITHIN THE FRENCH QUARTER ECONOMIC DEVELOPMENT DISTRICT BOUNDARIES–

Mr. Caputo motioned (M2) to “approve the authorization of an amendment to the 2024 French Quarter Economic Development District budget for \$1.75M to be appropriated and advanced in three installments to the French Quarter Management District to act as project manager and fiduciary for a project to repair streetlights within the French Quarter Economic Development District boundaries ...”, seconded by Mr. G. Bilby, and it was approved. ANNEXES I, II, III.

VI. NEW BUSINESS: To consider and take action upon any other matters that may properly come before the French Quarter Management District Board of Commissioners.

Mr. Zumbo reported that the Finance and Development Committee discussed personnel planning at today’s Committee meeting, noting that with the FQMD’s expanding funding and programming, hiring a full-time project manager will be necessary. He stated that he has been in communication, along with Ms. Cooper, with HR NOLA and multiple law firms to determine what the FQMD will need to do legally if adding another position changes FQMD’s classification with Civil Service. Mr. Zumbo noted that RFPs have been sent out to four different organizations, and one proposal has already been submitted for \$5,000.00. Ms. Cooper added that they expect to receive the remaining three proposals by the end of the week.

MOTION – CONSIDER A MOTION TO APPROVE OF A CONTRACTOR PROJECT WITH A FIRM THAT IS QUALIFIED TO PROVIDE ANSWERS REGARDING THE FRENCH QUARTER MANAGEMENT DISTRICT’S STATUS AND LEGAL REQUIREMENTS WITH CIVIL SERVICE, WITH THE BOARD CHAIR TO EXECUTE AN AGREEMENT WITH THE SELECTED FIRM, NOT TO EXCEED \$5,000.00. –

Mr. Pendleton requested to make an amendment to the above motion and suggested raising the \$5,000.00 to \$7,500.00. The Commissioners agreed.

Mr. Pendleton motioned (**M3**) to “approve of a contractor project with a firm that is qualified to provide answers regarding the French Quarter Management District’s status and legal requirements with Civil Service, with the Board Chair to execute an agreement with the selected firm, not to exceed \$7,500.00...” seconded by Ms. Gasprez, and it was approved. ANNEX IV.

Mr. Zumbo stated that the second motion that the Committee would like to discuss today is in regard to adding two additional eight hour Upper Quarter Patrol (UQP) shifts that would cover the Bourbon Street Promenade, that would total at \$103,446.00 for the year. Ms. Frankic noted that this was a direct request from Cpt. Roberts of the NOPD due to coverage being down by 50% on Bourbon Street.

MOTION – CONSIDER A MOTION TO APPROVE OF AN ADDITIONAL EXPENSE OF \$103,466.00 FOR BOURBON STREET PROMENADE UPPER QUARTER PATROL SHIFTS AS PRESENTED. –

Mr. Pendleton motioned (**M4**) to “approve of an additional expense of \$103,466.00 for Bourbon Street promenade Upper Quarter Patrol shifts as presented...”, seconded by Mr. G. Bilby, and it was approved. ANNEX V.

VII. NEXT SCHEDULED MEETING DATE: 9 September 2024 at the Historic New Orleans Collection

VIII. ADJOURNMENT: Mr. Pendleton motioned (**M5**) to “adjourn the August 6<sup>th</sup>, 2024 Board of Commissioners meeting...”, Mr. Caputo seconded the motion to unanimous approval and the meeting was adjourned at 4:27 pm.

Respectfully submitted,  
(Signed original available)  
Susan Klein, Secretary

ANNEX I – Cooperative Endeavor Agreement between the City of New Orleans and FQMD

ANNEX II –City Ordinance Number 29735

ANNEX III – City Ordinance Number 29736

ANNEX IV – FQMD Personnel Clarification Project Scope

ANNEX V – Upper Quarter Patrol & Expanded Upper Quarter Patrol combined budget, schedule, and zone map

**COOPERATIVE ENDEAVOR AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**FRENCH QUARTER MANAGEMENT DISTRICT**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the "Agreement") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and the French Quarter Management District represented by Jane Cooper, Board Chair (the "FQMD"). The City and the FQMD may sometimes each be referred to as a "Party," and collectively, as the "Parties." The Agreement is effective as of the date of execution by the City (the "Effective Date").

**RECITALS**

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

**WHEREAS**, the FQMD is a political subdivision of the State of Louisiana created under La. R.S. 25:799, which principal address is located at 400 N. Peters St. Suite 206, New Orleans, Louisiana 70130;

**WHEREAS**, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

**WHEREAS**, the City and the FQMD desire to accomplish a valuable public purpose of improving the City's infrastructure by cooperating in the planning of infrastructure improvements in the area overseen by the FQMD;

**WHEREAS**, the FQMD will seek out funding for the repairs and select a Contractor; and

**WHEREAS**, the City will provide support and assistance with permitting and approvals for all work.

**NOW THEREFORE**, the City and the FQMD, each having the authority to do so, agree as follows:

**ARTICLE I - THE FQMD'S OBLIGATIONS**

The FQMD will:

- A. Seek out funding for infrastructure improvements that are within the boundaries of the FQMD.

- B. Comply with Public Bid Law (La. Rev. Stat. 38:2211 et seq) for the selection of any engineering firm to design and/or oversee any projects.
- C. Comply with Public Bid Law (La. Rev. Stat. 38:2211 et seq) in the selection of any Contractor to perform the work necessary to complete the projects.
- D. Ensure all labor comes with a warranty period of least one year and that all materials and supplies with a warranty are put in the City's name
- E. Ensure that any contractor adds the City as a named additional insured and indemnifies the City against any claims made that are a result of the work performed by Contractor.
- F. Coordinate with the City's Department of Public Works and the Sewerage and Water Board for all infrastructure work.
- G. Agree that ownership of all improvements belong to the City.

### **ARTICLE II - THE CITY'S OBLIGATIONS**

The City will:

- A. Administer this Agreement through the Chief Administrative Office (the "Department").
- B. Provide the FQMD with any requested documents including, but not limited to, maps, drawings, plans, specifications, scopes of work, engineering data, traffic data, GIS data, facility condition index data for road conditions, historical construction data, construction estimates, and any previously conducted surveys and assessments necessary for the FQMD's performance of any work required under this Agreement.
- C. Assist FQMD to obtain work approvals from Department of Public Works and the Sewerage and Water Board.
- D. Assist FQMD and their selected contractor with any permitting or other relevant work approvals.
- E. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the FQMD.

### **ARTICLE III - FUNDING**

There is no funding obligation under this Agreement.

### **ARTICLE IV - DURATION AND TERMINATION**

- A. ***Term.*** The term of this agreement shall be for 1 year from the Effective Date.
- B. ***Extension.*** The Parties can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.
- C. ***Termination for Convenience.*** The Parties may terminate this Agreement at any time during the term of the Agreement by giving the other Party written notice of the termination at least 30 calendar days before the intended date of termination. FQMD shall be allowed to complete any projects that are in progress at the time of termination.

**D. Termination for Cause.** The Parties may terminate this Agreement immediately for cause by sending written notice to the other Party. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required. FQMD shall be allowed to complete any projects that are in progress at the time of termination.

## **ARTICLE V - INDEMNITY**

**I. In General.** To the fullest extent permitted by law, the each Party ("Indemnifying Party") will indemnify, defend, and hold harmless the other Party, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Indemnifying Party, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Indemnifying Party in connection with the performance of work under this Agreement.

**II. Limitation.** Indemnifying Party's indemnity does not extend to any loss arising from the negligence, gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither Indemnifying Party nor any of its agents or employees contributed to such negligence, gross negligence or willful misconduct.

**III. Independent Duty.** Indemnifying Party has an immediate and independent obligation to, at the Indemnified Party's option: (a) defend the Indemnified Party from or (b) reimburse the Indemnified Party for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Indemnifying Party is ultimately absolved from liability.

**IV. Expenses.** Notwithstanding any provision to the contrary, the Indemnifying Party shall bear the expenses including, but not limited to, the Indemnified Party's reasonable attorney fees and expenses, incurred by the Indemnified Party in enforcing this indemnity.

## **ARTICLE VI - INSURANCE**

**A.** Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, FQMD agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the FQMD's scope of work under the Agreement. A

lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

**1. Insurance Requirements:**

- a.** Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000. All employers must provide this coverage or be registered as a "Self- Insured" entity with the State.
- b.** Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.
- c.** Business Automobile Insurance (Where applicable) with a combined single limit of liability of not less than \$500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.
- d.** FQMD shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.
- e.** Important: The obligations for the FQMD to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the FQMD from any liability incurred as a result of their activities/operations in conjunction with the FQMDs obligations and/or Scope of Work.
- f.** Additional Insured Status: The FQMD and all subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the FQMDs insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

FQMD shall require and verify that all Sub contractors maintain insurance and coverage limits meeting all the requirements stated herein or the sub-contractor liability shall be covered by the FQMD. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail or e-mail to (User Department Mailing Address), with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked “Y” for Commercial General Liability coverage. The Subrogation Waiver Box must be marked “Y” for Workers Compensation/Employers Liability and Property.

- g. Primary Coverage: For any claims related to this agreement, the FQMDs insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the FQMDs coverage.
- h. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, FQMD must purchase “extended reporting” coverage for minimum of 3 years after the termination of this agreement.
- i. Waiver of Subrogation: The FQMD and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.
- j. Notice of Cancellation: Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.
- k. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the City.
- l. Notice: Upon request the FQMD will provide the City’s Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA)



the following documents, within 10 calendar days: Copies of all policies of insurance, including all policies, forms, and endorsements; Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

- m. Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances, based on any change in the Scope of Work and/or FQMD obligations.

#### **ARTICLE VII - PERFORMANCE MEASURES**

**A. Factors.** The City will measure the performance of the FQMD according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

**B. Failure to Perform.** If the FQMD fails to perform according to the Agreement, the City will notify the FQMD. If there is a continued lack of performance after notification, the City may declare the FQMD in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting FQMD for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting FQMD.

#### **ARTICLE VIII - NON-DISCRIMINATION**

**A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the FQMD (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the FQMD's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

**B. Non-Discrimination.** In the performance of this Agreement, the FQMD will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner

status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the FQMD in any of FQMD's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the FQMD. The FQMD agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

**C. Incorporation into Subcontracts.** The FQMD will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**D. Termination for Breach.** The City may terminate this Agreement for cause if the FQMD fails to comply with any obligation in this Article, which failure is a material breach of this Agreement. Such termination for material breach shall be subject to Article IV(D) herein.

### **ARTICLE IX - INDEPENDENT CONTRACTOR**

**A. Independent Contractor Status.** The FQMD is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

**B. Exclusion of Worker's Compensation Coverage.** The City will not be liable to the FQMD, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the FQMD will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

**C. Exclusion of Unemployment Compensation Coverage.** The FQMD, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither the FQMD nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the FQMD has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the FQMD are outside the normal course and scope of the City's usual business; and (c) the FQMD has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

**D. Waiver of Benefits.** The FQMD, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

### **ARTICLE X - FORCE MAJEURE**

**A. Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City 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 City); 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 City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

**B. Notice.** To seek the benefit of this Article, the City must provide notice in writing to the FQMD 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 the City has provided required notice, the City may, at its sole discretion:
  - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or 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 FQMD must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
  - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to FQMD 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.

## **ARTICLE XI - 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:

Chief Administrative Officer  
City of New Orleans  
1300 Perdido Street, Suite 9E06  
New Orleans, LA 70112

&

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

2. To the FQMD:

Executive Director

French Quarter Management District  
400 North Peters St, Suite 206  
New Orleans, LA 70130

&

Chair of the Board of Commissioners  
French Quarter Management District  
400 North Peters St, Suite 206  
New Orleans, LA 70130

**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 XII - ADDITIONAL PROVISIONS**

**A. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**B. Assignment.** (i) Neither FQMD nor subcontractor may assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the City, which consent must be approved by a resolution of the City Council. (ii) A transfer requiring the prior written consent of the City, as described in the preceding subsection, shall occur upon a change in ownership of the FQMD or subcontractor. A "change in ownership" shall occur on the date that any one person, or more than one person acting as a group, acquires, directly or indirectly, an aggregate ownership interest in the FQMD or subcontractor that exceeds 50% of the fair market value of the FQMD or subcontractor or 50% of the total voting power of the FQMD or subcontractor. The foregoing shall not apply to the acquisition of additional ownership interests by a person whose ownership interest in the FQMD or subcontractor exceeds 50% of the fair market value of the FQMD or subcontractor or 50% of the total voting power of the FQMD or subcontractor as of the effective date of the Agreement.

**C. Audit and Other Oversight**

1. The FQMD will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the FQMD, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the FQMD's office or place of business in Louisiana. If no such location is available in Louisiana, the FQMD will make the documents available at a time and location that is convenient for the City

2. The FQMD will abide by all provisions of City Code § 2-1120, including without

limitation City Code § 2-1120(12), which requires the FQMD to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the FQMD agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

**D. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

**E. Conflicting Employment.** To ensure that the FQMD's efforts do not conflict with the City's interests, and in recognition of the FQMD's obligations to the City, the FQMD will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The FQMD will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the FQMD's performance of this Agreement. The City will make the final determination whether the FQMD may accept the other employment.

**F. Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the FQMD on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

**G. Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the FQMD shall reimburse the City or disgorge anything of value or economic benefit received from the City if the FQMD fails to meet its contractual obligations.

**H. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

**I. Jurisdiction.** The FQMD consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the FQMD.

**J. Limitations of the City's Obligations.** The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

**K. No Expectation of Benefit or Special Treatment.** The FQMD swears that, as a result of the donation of the services that are the subject of this Agreement or otherwise, it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with the City.

**L. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive

benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

**M. Non-Exclusivity.** This Agreement is non-exclusive and the FQMD may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

**N. Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

**O. Ownership of Records.** Upon final payment, all data collected and all products of work prepared, created or modified by the FQMD in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the FQMD's personnel and administrative records and any tools, systems, and information used by the FQMD to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the FQMD's consent and for no additional consideration to the FQMD.

**P. Prohibition of Financial Interest in Agreement.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the FQMD, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the FQMD pursuant to this Agreement without regard to the FQMD's otherwise satisfactory performance of the Agreement.

**Q. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

**R. Remedies Cumulative.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and

each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**S. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

**T. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

**U. Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

### **ARTICLE XIII - COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

### **ARTICLE XIV - 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 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.

**[SIGNATURES CONTAINED ON NEXT PAGE]**

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

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

**CITY OF NEW ORLEANS**

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

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 202\_\_

**FORM AND LEGALITY APPROVED:**  
Law Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**FRENCH QUARTER MANAGEMENT DISTRICT**

BY: Jane Cooper  
JANE COOPER, BOARD CHAIR

26-2092304  
FEDERAL TAX I.D.





9 **TO: FRENCH QUARTER DEVELOPMENT DISTRICT – FUND 5128**

10 Total French Quarter Development Fund \$1,750,000

11 **TOTAL \$1,750,000**

**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:**



9 **TO: FRENCH QUARTER DEVELOPMENT DISTRICT – FUND 5128**

10 CHIEF ADMINISTRATIVE OFFICE

11 200 – OTHER OPERATING \$1,750,000

12 **TOTAL** **\$1,750,000**

**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:**

# French Quarter Management District Personnel Clarification Project Scope

July 31, 2024

The French Quarter Management District (FQMD), which is a state political subdivision, has operated with unclassified staff only since hiring its first executive director in March of 2015. The fulltime staff increased to two June of 2022 with the hiring on the first coordinator. FQMD has one part-time contract person who provides program management. FQMD is receiving new and increased funding than in previous years. To be able to accomplish the programmatic goals intended by the legislators that supported state and federal funding, FQMD needs to bring in additional staff

This Project is to determine the impact on FQMD in hiring additional full-time staff.

The selected vendor will research the following scope of work:

- Clarify the Louisiana State Revised Statute and Louisiana State Civil Service rules that govern staffing for a political subdivision
- Is there additional registration required if FQMD hires one fulltime staff member?
- Does the hiring of additional staff require FQMD to hire classified employees?
- If yes, what direct impact does hiring classified employees have upon FQMD? And, if yes, do current unclassified employees then become classified?
  - Additional registration with State agencies – please list agencies and required registration requirements?
  - List additional human resources requirements on the State Civil Service including but not limited to:
    - Classification plan
    - Hiring processes
    - Hiring Rates
    - Planning and evaluation system
    - Leave accrual
    - Human resources audits
    - Fees associated with Civil Services
  - List required benefits associated with classified positions including but not limited to:
    - Office of Group Benefits
      - Health Insurance
      - Life Insurance
      - Optical
      - Dental
      - Disability
    - [LASERS: State Employee Retirement](#)
    - [Deferred Compensation Plan](#)

The selected vendor shall provide a written report including the above Scope of Work and any additional applicable information found in their research.

Please submit your project proposal to:

Karley Frankic: [kfrankic@fqmd.org](mailto:kfrankic@fqmd.org)

Frank Zumbo: [frank.zumbo@marriott.com](mailto:frank.zumbo@marriott.com)

Jane Cooper: [redheadneworleans@gmail.com](mailto:redheadneworleans@gmail.com)

Upper Quarter Patrol Complete Patrol Budget			
	WEEK	MONTH	YEAR
<b>INCOME</b>			
Contract Income (NO&Co.)	23,015	100,000	1,200,000
Appropriation			
24-25 State of Louisiana	9,767	42,437	509,246
Federal OJP Byrne	13,261	57,620	691,439
<b>TOTAL INCOME</b>	<b>46,043</b>	<b>200,057</b>	<b>2,400,685</b>
<b>EXPENSES</b>			
Administration Fee	2,301	10,000	120,000
<b>Personnel</b>			
Police Patrols	32,704	142,099	1,705,187
Upper Quarter Patrol	18,816	81,756	981,066
Expanded Upper Quarter Patrol	11,904	51,723	620,675
Proposed Bourbon Promenade	1,984	8,620	103,446
Supervisory Administration	2,640	11,471	137,650
Upper Quarter Patrol	1,680	7,300	87,595
Expanded Upper Quarter Patrol	960	4,171	50,054
<b>Operations</b>			
Insurance	96	417	5,000
Office Supplies & Software	178	771	9,257
Smartphone purchase	15	67	800
Mobile Data Charges	111	484	5,808
<b>Total Patrol Expenses</b>	<b>35,744</b>	<b>155,308</b>	<b>1,863,701</b>
<b>TOTAL EXPENSES</b>	<b>38,046</b>	<b>165,308</b>	<b>1,983,701</b>
<b>NET</b>	<b>7,997</b>	<b>34,749</b>	<b>416,984</b>

# Upper Quarter Patrol Complete Patrol Schedule/Cost

SUB-ZONE	SHIFT	Start	End	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	AVG RATE	COST
0	UQP-101	15:00	19:00	X	X	X	X	X	X	X	48	1,344
0	UQP-102	15:00	19:00	X	X	X	X	X	X	X	48	1,344
0	UQP-201	19:00	23:00	X	X	X	X	X	X	X	48	1,344
0	UQP-202	19:00	23:00	X	X	X	X	X	X	X	48	1,344
0	UQP-203	19:00	23:00	X	X	X	X	X	X	X	48	1,344
0	UQP-204	19:00	23:00	X	X	X	X	X	X	X	48	1,344
0	UQP-301	7:00	11:00	X	X	X	X	X	X	X	48	1,344
0	UQP-302	7:00	11:00	X	X	X	X	X	X	X	48	1,344
0	UQP-303	7:00	11:00	X	X	X	X	X	X	X	48	1,344
0	UQP-304	7:00	11:00	X	X	X	X	X	X	X	48	1,344
0	UQP-401	11:00	15:00	X	X	X	X	X	X	X	48	1,344
0	UQP-402	11:00	15:00	X	X	X	X	X	X	X	48	1,344
0	UQP-403	11:00	15:00	X	X	X	X	X	X	X	48	1,344
0	UQP-402	11:00	15:00	X	X	X	X	X	X	X	48	1,344
1	EUQP-203	15:00	19:00					W	W	W	62	744
1	EUQP-204	15:00	19:00					W	W	W	62	744
2	EUQP-205	15:00	19:00					W	W	W	62	744
2	EUQP-206	15:00	19:00					W	W	W	62	744
1	EUQP-207	19:00	23:00					W	W	W	62	744
1	EUQP-208	19:00	23:00					W	W	W	62	744
2	EUQP-209	19:00	23:00					W	W	W	62	744
2	EUQP-210	19:00	23:00					W	W	W	62	744
3	EUQP-211	19:00	23:00					W	W	W	62	744
3	EUQP-212	19:00	23:00					W	W	W	62	744
1	EUQP-307	23:00	3:00					W	W	W	62	744
1	EUQP-308	23:00	3:00					W	W	W	62	744
2	EUQP-309	23:00	3:00					W	W	W	62	744
2	EUQP-310	23:00	3:00					W	W	W	62	744
3	EUQP-311	23:00	3:00					W	W	W	62	744
3	EUQP-312	23:00	3:00					W	W	W	62	744
5	BUQP-501	19:00	23:00						W	W	62	496
5	BUQP-502	19:00	23:00						W	W	62	496
5	BUQP-503	23:00	3:00						W	W	62	496
5	BUQP-504	23:00	3:00						W	W	62	496
HOURS				56	56	56	56	120	136	136		32,704



