

## LIVABILITY COMMITTEE

### Meeting Notes

Wednesday, 18 September 2024, 12:30 pm

*Vieux Carre Property Owners, Residents, and Associates Office*

*816 N. Rampart Street, New Orleans, LA 70116*

1. Call to Order, Reading of the Agenda, and Roll Call

The meeting was called to order at 12:35 PM and the agenda was read into the record.

ROLL CALL: COMMITTEE MEMBERS					
First Name	Last Name	Present	Absent	Approve Meeting Notes	Approve MOU
Madison	Charleston		X	-	-
Rene	Fransen	X		Yes	Yes
Mamie	Gasperecz	X		Yes	Yes
Erin	Holmes	X		Yes	Yes
Antonio	Carbone	X		Yes	Yes
Katie	Kolthoff	X		Yes	Yes

INTRODUCTION OF ATTENDEES: GUESTS		
First Name	Last Name	Role
Shelby	Ursu	FQMD Coordinator
Jane	Cooper	FQMD Chair
Eric	Smith	CAO's Office
Gretchen	Byers	VCPOA
Bob	Bejarano	FQMD Program Manager

2. Public Comment:

No written public comment was received.

3. Motion – Consider a motion to approve the previous meeting notes

**Rene Fransen made a motion to approve the previous meeting notes. Vice-Chair Erin Holmes seconded the motion, and it was approved.**

4. Committee Chair's Comments

Chair Mamie Gasperecz thanked the Committee for accommodating two meetings into their schedules this month.

5. Discussion – Discussion by Committee of a Memorandum of Understanding between the French Quarter Management District and Greater New Orleans, Inc. for \$25,000 for The Tobler Company to provide professional services to manage the 2024 French Quarter Economic Development District Streetlight Repair Project

Ms. Gasperecz reported that at the September Board meeting Pat Tobler of The Tobler Company (TTC) spoke with the Board of Commissioners regarding the 2024 streetlight repairs project. Jane Cooper reviewed the Memorandum of Understanding (MOU) with the Committee, stating that the document provides a structure for the entire project and details the responsibilities of each party. Ms. Gasperecz thanked FQMD Program Manager Bob Bejarano for his hard work and involvement in the

# French Quarter

MANAGEMENT DISTRICT

project. Mr. Bejarano stated that he will be staying involved with TTC's policies and procedures and will be performing quality checks to ensure that TTC is abiding the State procurement laws. Antonio Carbone suggested adding more specific language regarding TTC's responsibility to follow State procurement guidelines and laws that would guarantee that the FQMD is not held liable. Ms. Cooper stated that she will take the suggestion back to the FQMD attorney Sharonda Williams and ask that additional language that would specifically transfer the indemnification to TTC be added into the document. She noted that after the Committee approves of the document, it will then move to the Finance and Development Committee next week, and then to the Board of Commissioners in October. Eric Smith requested that Ms. Cooper include the City in the MOU discussions moving forward, noting that the City has not seen a copy of the MOU draft. Ms. Cooper asked if the City's attorney will need to review the document before it is executed. Mr. Smith answered yes, noting that he estimates the review to take no longer than two days. Mr. Bejarano stated that he will continue to closely monitor the project and keep the Committee updated moving forward. He added that he will be conducting a final walk to inspect the repairs at the wrap of the project.

- a. Motion – Consider a motion to recommend approval to the Finance and Development Committee to authorize the Board Chair to sign a Memorandum of Understanding between the French Quarter Management District and Greater New Orleans, Inc. for \$25,000 for The Tobler Company to provide professional services to manage the 2024 French Quarter Economic Development District Streetlight Repair Project

**Ms. Holmes motioned to recommend approval to the Finance and Development Committee to authorize the Board Chair to sign a Memorandum of Understanding, with indemnification language added in by the FQMD's legal counsel under Section 5, Tobler's responsibilities, between the French Quarter Management District and Greater New Orleans, Inc. for \$25,000 for The Tobler Company to provide professional services to manage the 2024 French Quarter Economic Development District Streetlight Repair Project. Mr. Carbone seconded the motion, and it was approved.**

## 6. New business

Ms. Gasperecz stated that she will be taking the meeting notes at the October 7<sup>th</sup> meeting while FQMD Coordinator Shelby Ursu is out of town. Ms. Ursu will send Ms. Gasperecz and Ms. Holmes the meeting agenda and packet materials next week.

## 7. Next Meeting Date:

The next scheduled meeting of the Committee is Monday, October 7<sup>th</sup>, 2024, at 3:00 PM.

## 8. Adjournment

**Mr. Fransen made a motion to adjourn. Ms. Holmes seconded the motion, and the meeting was adjourned at 12:55 PM.**

## **FRENCH QUARTER MANAGEMENT DISTRICT MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by the French Quarter Management District (“FQMD”), The Tobler Company (“Tobler”), and Greater New Orleans, Inc. (“GNO-Inc.”) for the purpose of repairing streetlights in the French Quarter. under the following terms and conditions.

### **1. Background**

FQMD entered into a Cooperative Endeavor Agreement (“CEA”) with the City of New Orleans (“City”) whereby FQMD agreed to seek out funding for infrastructure improvements within its boundaries, comply with Public Bid Law for the selection of any design professionals/engineers or contractors to perform any infrastructure improvements, and to coordinate with the City’s Department of Public Works and the Sewerage and Water Board for all infrastructure work. In connection with the CEA, FQMD has been tasked with repairing and replacing streetlights within its boundaries as defined by La. R.S. 25:799.

### **2. Notices/Contacts**

When Notice is required pursuant to this MOU, it shall be mailed (certified) to the addresses below. The primary Points of Contact who shall function as the lead liaisons for implementation of all services described in the MOU are:

French Quarter Management District  
Jane Cooper  
Board Chairman  
400 N Peters St #206  
New Orleans, LA 70130

The Tobler Company  
Pat Tobler  
6001 Stars and Stripes Boulevard  
New Orleans Lakefront Airport, Suite 233  
New Orleans, LA 70126

Greater New Orleans, Inc.  
Michael Hecht  
1100 Poydras St #3475  
New Orleans, LA 70163

### **3. Goals and Objectives**

- FQMD, Tobler, and GNO-Inc. desire to work collaboratively to repair and replace streetlights in the FQMD’s boundaries in adherence to the terms of the CEA between

FQMD and City.

- FQMD desires for Tobler and GNO-Inc. to manage procurement of all necessary contractors or engineers to perform the streetlight repairs and provide project management for the project.
- FQMD shall be advised of all procurement processes and selections, and FQMD shall be the ultimate decision-maker regarding any work performed under this MOU.

#### **4. Funding Agreement, Conditions, Payment Terms**

- FQMD has obtained funding for the streetlight repairs and replacements.
- FQMD shall pay Tobler no more than \$25,000 for its work in managing the procurement processes related to the streetlight repairs.
- Tobler shall submit monthly invoices to FQMD itemizing services provided for the prior month, and FQMD shall remit payment within thirty (30) days of receiving the invoice.

#### **5. Responsibilities**

FQMD:

- FQMD has obtained \$1.75M funding for the streetlight repairs, and the work performed hereunder shall not exceed that amount.
- FQMD shall work with Tobler to ensure that any contractors and subcontractors selected to perform the repairs and replacements will name FQMD, Tobler, GNO, Inc. and the City as an additional insured and will indemnify FQMD, Tobler, GNO, Inc. and the City against any claims made as a result of the contractors' work.
- FQMD shall work with Tobler to ensure that all labor comes with a warranty period of at least one year and that all materials and supplies with a warranty are put in the City's name.
- FQMD shall ensure that all streetlights are owned by the City.

Tobler:

- Tobler shall manage the procurement processes and selection process of all design/engineering professionals and contractors to perform the streetlight repairs.
- Tobler shall ensure that any contractors selected to perform the repairs will name the City as an additional insured and will indemnify the City against any claims made as a result of the contractors' work.
- Tobler shall work with FQMD to ensure that all labor comes with a warranty period of at least one year and that all materials and supplies with a warranty are put in the City's name.
- Tobler shall submit monthly invoices to FQMD itemizing costs for services provided in the prior month.
- Tobler shall ensure that any contractor agrees to coordinate with the City's Department of Public Works and the Sewerage and Water Board for any work performed.

GNO, Inc.

- Monitor the work performed by Tobler pursuant to this MOU to ensure compliance with the terms set forth herein.
- Monitor the progress of work that is performed to ensure all work is completed in a timely manner.
- Collaborate with FQMD regarding any work performed under this MOU to ensure that streetlight repairs and replacements are completed in advance of Super Bowl 2025.

## **6. Termination for Cause**

FQMD may terminate this MOU for cause based upon the failure of Tobler to comply with the terms and/or conditions of the MOU, provided that FQMD shall give Tobler written notice specifying Tobler's failure. If within thirty (30) days after receipt of such notice Tobler shall not have corrected such failure or, if the failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then FQMD may, at its option, place Tobler in default, and the MOU shall terminate on the date specified in such notice. Tobler may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of FQMD to comply with the terms and conditions of this MOU, provided that Tobler shall give FQMD written notice specifying the FQMD's failure.

## **7. Termination for Convenience**

FQMD may terminate the MOU at any time by giving thirty (30) days' written notice to Tobler and GNO-Inc. FQMD shall pay for any services rendered prior to the date of termination..

## **8. Venue**

The obligations herein assumed by FQMD, Tobler, and GNO-Inc. shall be governed by the laws of the State of Louisiana and the parties hereto agree to submit to the jurisdiction and venue of the Civil District Court for the Parish of Orleans, State of Louisiana.

## **9. Assignment**

Tobler shall not assign any interest in this MOU by assignment, transfer, or novation, without prior written consent of FQMD.

## **10. Execution**

This MOU shall begin on **September 1, 2024** and shall terminate on **January 31, 2025**. The effective date of this MOU may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this agreement is deemed necessary, an amendment may be prepared by and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to FQMD with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for consideration.

**IN WITNESS WHEREOF**, the parties have executed this MOU as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FRENCH QUARTER MANAGEMENT DIST. THE TOBLER COMPANY**

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

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

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_

**Date:** \_\_\_\_\_, 20\_\_

**WITNESS**

**WITNESS**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Dated \_\_\_\_\_, 20\_\_

Dated \_\_\_\_\_, 20\_\_

**GREATER NEW ORLEANS, INC.**

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_

**WITNESS**

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

\_\_\_\_\_  
Signature

Dated \_\_\_\_\_, 20\_\_