

# French Quarter MANAGEMENT DISTRICT

## Notes Government Affairs Committee Meeting

Wednesday, 23 June 2021  
2:00 pm

Brennan's Restaurant  
417 Royal Street  
New Orleans, Louisiana

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

The meeting was called to order 2:03 pm and the agenda was read into the record.  
ROLL CALL:

COMMITTEE MEMBERS				VOTES	
First Name	Last Name	Present	Absent	Approve Mtg Notes	Send recommendations on FQEDD CEA to Board Chair Pendleton to continue negotiations with the City on the Agreement
David	Bilbe	X		Yes	Yes
Sherry	Cannon	X		Yes	Yes
Gail	Cavett	X		Yes	Yes
Jane	Cooper	X		Yes	Yes
Jeremy	DeBlieux	X		Yes	Yes
Brian	Furness	X		-	Yes
Brittany	Mulla McGovern	X		Yes	Yes
Christian	Pendleton	X		Yes	Yes
Kim	Rosenberg		X	-	-
Frank	Zumbo		X	-	-

GUESTS		
First Name	Last Name	Role
Karley	Frankic	Executive Director
Bob	Simms	Commissioner
Erin	Homes	VCPOA Executive Director
Alison	Poort	District C Legislative Aide
Bridget	Neal	Unpaid volunteer for Lt. Governor
Amanda	Vilaoria	FQBA Intern

2. Public Comment

No written public comment was received.

3. Approval of previous meeting notes

Ms. Mulla McGovern made a motion to approval of the March and April meeting notes. Ms. Cannon seconded the motion, and the motion was approved.

4. Committee Chair's Comments

The French Quarter Management District is a state entity created by the Louisiana Legislature as a means for the residential and business communities to work together to protect, preserve, and maintain the world famous French Quarter as a safe, clean, vibrant and friendly neighborhood for residents, businesses, and visitors.

# French Quarter

MANAGEMENT DISTRICT

## 5. Discussion by Committee of the French Quarter Economic Development District Cooperative Endeavor Agreement

The committee reviewed the cooperative endeavor agreement received from the Mayor's staff on the afternoon of June 17<sup>th</sup> and the legal opinion memo from counsel received on the morning on June 21<sup>st</sup>. The committee accepted some edits, rejected others, and made suggestions for edits to the CEA. Ms. Mulla McGovern made a motion to send the committee's recommendations to Board Chair Christian Pendleton to continue negotiations with the City on this agreement.

## 6. New Business

Mr. Bilby asked if there had been any progress on the board's motion from June 14<sup>th</sup> to request that Cm. Palmer introduce the motion to exempt the hotel rooms subject to the occupancy tax from the FQEDD's additional sales tax. Ms. Frankic reported that she had a call with District C's legislative aide and the attorney for the Council and they were conducting research to confirm the appropriate state revised statute and confirmation with the state treasurer.

Mr. Pendleton asked that the committee get an update on the Sanitation contract for the French Quarter. Ms. Poort reported that she did not know the status of the new contract RFP. Ms. Frankic suggested that the committee chair reach out to the Livability Committee chair, who has been working on the issue.

## 7. Next Meeting Date

The next scheduled meeting will be on Wednesday, July 21<sup>st</sup> at 2:00 pm.

## 8. Adjournment

Mr. Pendleton moved to adjourn the meeting. Ms. Cannon seconded the motion, and the meeting was adjourned at 3:07 pm.

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# GOVERNMENT AFFAIRS COMMITTEE

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## Summary of Recommendations on French Quarter Economic Development District Cooperative Endeavor Agreement with FQEDD Governing Authority (City Council) & Mayor of City of New Orleans

French Quarter Management District's Government Affairs Committee reviewed the draft Cooperative Endeavor Agreement received from the Mayor's staff on from June 17<sup>th</sup> with input from legal counsel in a public meeting on Wednesday, the 23<sup>rd</sup> of June. The committee accepted the majority of the edits the Mayor's staff made and appreciated the inclusion of the previously submitted revisions to the document including those directly related to patrol zone and vehicle details. Summarized below are the recommendations from the committee and legal counsel:

Article I. Definition 5. Annual Budget: Extend FQMD's Annual Budget review deadline from "15" to "30" days to allow for public committee and board review meetings.

Article I. Definition 18. Net Revenues of Designated Sales Tax: Reject deletion of cap on City Collection Fee to be subtracted from the Monthly Collections.

Article I. Definition 26. Underlying Police Services: Accept deletion of "95 Officers" and add "and reported on that date to FQMD"

Article II. A Service. 1.: Accept language related to administrative fee "to cover all necessary and reasonable expenses incurred as a direct result of the performance of the FQMD's obligations under this Agreement during the preceding month, provided, however, that any administrative expenses incurred as general operating expenses of the FQMD cannot be paid out of dedicated sales and use tax funds." And reject Article II. A Service. 2-6. per recommendation from FQMD's and City Council's attorneys.

Attorney for the City Council added: "Not less than annually, and in any event upon the request of the FQEDD, the FQMD shall provide the FQEDD a report detailing its use of the administrative fee so that the FQEDD may evaluate the reasonableness and necessity of expenses."

*This may give the City some comfort that all parties are being held to the same standard allowable by the AG and should give the Administration comfort that there is some City-side oversight. Both moreover, placing oversight with the Council seems more consistent with the ballot language.*

Article III – FQEDD's Obligations.2.: "Waive its legal right to issue bonds in connection with the District." The City Council's attorney made the comment:

*Why is the FQEDD waiving its right to issue bonds? Was this negotiated specifically? I don't understand what, if anything, this has to do with the subject matter of this agreement. I recommend deleting.*

Article III – FQEDD's Obligations.4.: Reject deletion of "Review the City's monthly accounting of the amount of gross Designated Sales Tax revenues collected and the difference in the amount of the Designated Sales Tax and the Net Revenues of the Designated Sales Tax." per recommendation from FQMD's and City Council's attorneys.

Article IV – The City's Obligations.6.: Delete "in the City's sole judgement"

Article IV – The City's Obligations.9.: Extend FQMD's review of City expenditures deadline from "15" to "30" days.

Article IV – The City's Obligations. D. Obligations of the City through the NOPD 8<sup>th</sup> District Commander.

1.b.i Request addition after "at a minimum, have at least one SPPP Officer assigned per day to perform traffic and oversized vehicle enforcement" of "during the hours of 7:00 am – 7:00 pm"

ARTICLE VI - DURATION AND TERMINATION. A. Term. Attorney for the City Council provided this comment:

*How can you extend the agreement past five years pursuant to a multi-year CEA when it is tied to a specific ballot proposition with a five-year sunset?*

*Also, why are we limiting the right to extend to a multi-year CEA? Wouldn't we want to leave open the possibility of a six-month or one-year extension to mop up unspent monies? Given that the Council is the governing authority of the FQEDD, it must already sign off on any extension or modification of this agreement. So I am not sure that the additional requirement of extension pursuant to a multi-year CEA gives any more oversight or transparency, and it does so at the cost of flexibility at the end of the term.*

*It is perhaps of no moment, but the ability to extend or amend a contract is implied in every contract. It is unnecessary for parties to reserve the right to amend their contracts.*

The committee decided that there should be no Termination for Convenience by any party.