

French Quarter MANAGEMENT DISTRICT

Agenda Board of Commissioners Meeting

Thursday, 23 September 2021

2:00 pm

Via Teleconference:

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

Meeting ID:

204 758 9217

Video:

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

Audio:

+1 (469) 445 0100

1. Call to Order, Reading of the Agenda, and Roll Call
2. Public Comment
The Public Comment Policy can be found at <https://www.fqmd.org/public-comment-policy>. Written public comments and live comment requests can be submitted electronically via email to publiccomments@fqmd.org up until the conclusion of the reading of the agenda.
3. Board Chair's Comments
4. Motion – Consider approval of a Motion authorizing the Board Chair to execute a revised tripartite cooperative endeavor agreement that shall govern the collection and disposition of the .245% French Quarter Economic Development District special sales tax
5. New Business – To consider and take action upon any other matters that may properly come before the French Quarter Management District Board of Commissioners
6. Next scheduled meeting date: 12 October 2021
7. Adjournment

French Quarter MANAGEMENT DISTRICT

Certification of Inability to Operate Due to Lack of Quorum

The Board of Commissioners of the French Quarter Management District has scheduled a special meeting for Monday, September 23, 2021. This meeting must occur in order to ensure continuity of business operations regarding time-sensitive action items for Board review and approval.

On March 11, 2020, the Governor of Louisiana issued [Proclamation 25 JBE 2020](#), declaring a Public Health Emergency in response to the COVID-19 outbreak in Louisiana. The COVID-19 Public Health Emergency was subsequently extended.

The Board hereby certifies that in order to ensure the presence of a quorum of board members, which would otherwise not be possible under the present circumstances, it is necessary to conduct the meeting in a virtual setting. The Board further certifies that the meeting will be limited to one or more of the following: matters directly related to the Board's response to the current public health emergency, matters critical to the continuation of business, and matters that if delayed, will cause severe economic dislocation. Therefore, in accordance with [La R.S. 42:17.1 et seq.](#), and in consideration of the safety and well-being of the Board's members, staff, and communities directly impacted by the COVID-19 Public Health Emergency, the Board's meeting will convene remotely, via RingCentral videoconferencing

Karley D. Frankic, Executive Director

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

FRENCH QUARTER MANAGEMENT DISTRICT

AND

FRENCH QUARTER ECONOMIC DEVELOPMENT 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**”), the French Quarter Management District, a political subdivision of the State of Louisiana, represented by its Chair, Christian Pendleton (the “**FQMD**”), and the French Quarter Economic Development District, a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative, Councilmember Kristin Gisleson Palmer, the (the “**FQEDD**”). The City, the FQMD, and the FQEDD may sometimes each be referred to as a “**Party**” or collectively as the “**Parties.**” The Agreement is effective as of ~~the effective date of the Designated Sales Tax, as defined herein~~ under October 1, 2021 (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 in accordance with La. R.S. 25:799, to exist until June 30, 2028, unless such date is extended by law;

WHEREAS, the FQEDD is a political subdivision of the State of Louisiana created by the City Council, as its Governing Authority, which adopted New Orleans City Council Ordinance No. 26,374 M.C.S. (Calendar No. 30, 672) on April 23, 2015, availing itself of Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*) (the “**Act**”), from which FQEDD local sales tax increments are expected to be determined and used to fund the FQEDD Trust Fund (the “**Trust Fund**”);

WHEREAS, the Trust Fund has been established by the Director of Finance for the City and maintained as a separate fund, apart from other funds and accounts of the City or other entities, and shall be used strictly for the purposes set forth in the Act;

WHEREAS, the FQMD and the FQEDD shall be comprised of the area of the City lying within the following boundaries: the Mississippi River, the center line of Canal Street, the rear

property line of the properties fronting on the lake side of North Rampart Street, the rear property line of the properties fronting on the downriver side of Esplanade Avenue to the Mississippi River;

WHEREAS, pursuant Resolution R-2021-3 (the “**Resolution**”), adopted by the FQEDD on February 11, 2021, a special election was held on Saturday, April 24, 2021, whereby voters approved a ballot proposition (the “**Proposition**”) authorizing a .245% increase in the sales tax within the boundaries of the French Quarter Economic Development District to be collected on the sale at retail, the use, the lease or rental, the consumption and storage for use or the consumption of tangible personal property and sales of services within the boundaries of the FQEDD for a period of five years, beginning July 1, 2021 and ending June 30, 2026 (an estimated \$2.5 million is reasonably expected at this time to be collected as a result of the levy per year) for the purpose of funding POST Certified supplemental police patrols and homeless assistance services, with the initial \$2 million collected in any year dedicated to supplemental police patrols and any additional revenue to be divided between additional patrols and public safety programs (including homeless assistance), and administered by the French Quarter Management District for fiscal and operational oversight of the FQEDD Trust Fund and services provided by such fund and subject to quarterly budget and expenditure reports to the City Council, to facilitate economic development within the FQEDD;

WHEREAS, the proceeds of the Designated Sales Tax (*i.e.*, the Net Revenues of the Designated Sales Tax after paying reasonable and necessary costs and expenses of collecting and administering the Designated Sales Tax and any audit or other necessary expenses of the FQEDD), will be paid into the Trust Fund and there dedicated and used in furtherance of economic development projects and only for permitted purposes, as defined herein and in accordance with the Act, particularly in La. R.S. 33:9038.34(M)(8) and La. R.S. 33:9038.36;

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, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, (La. R.S. 33:9020, *et seq.*) (the “**Cooperative Economic Development Law**”) provides that local governmental subdivisions (including municipalities) may cooperate or ~~e~~Engage in cooperative endeavors providing for cooperative financing of economic development projects with other local governments of divisions or with any other private or public entity or person, for the purpose of aiding in cooperative development, all as defined in the Cooperative Economic Development Law;

WHEREAS, the City, the FQMD, and the FQEDD desire to accomplish a valuable public purpose of enhancing public safety to achieve economic development;

WHEREAS, the City, the FQMD, and the FQEDD desire to achieve the important societal

objectives of providing supplemental police patrols in the District in accordance with the FQEDD voter Proposition, supplemental to and over and above that of the on-duty police presence, deterring the commission of criminal activity in the District and enhancing security for residents, service workers, businesses, and visitors within the District;

WHEREAS, the FQMD will enhance public safety by engaging in fiscal and operational oversight of the City's public safety program within the District;

WHEREAS, in accordance with La. R.S. 33:9038.32, the City Council shall be the governing authority of the FQEDD, and the FQEDD shall be a political subdivision of the State of Louisiana and shall possess such powers, authority, and duties as necessary to levy and impose the Designated Sales Tax and as otherwise provided in the Act and other law; and

WHEREAS, the City will maintain the Trust Fund as a separate account, collect the Designated Sales Tax, and do all things necessary to carry out the provisions of this Agreement through the New Orleans Police Department ("NOPD"), the City's Department of Finance, and the City's Chief Administrative Office.

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

ARTICLE I – DEFINITIONS

A. **Definitions.** The following terms shall, for the purposes of this Agreement, have the following meanings:

1. **"Act"** shall mean Part 2 Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*).

2. **"Administrator"** shall mean the FQMD in its capacity as administrator of the Trust Fund pursuant to the ~~Resolution~~Proposition.

3. **"Agreement"** shall mean this cooperative endeavor agreement as it may be amended or modified from time to time or at any time in accordance with the terms hereof.

4. **"Agreement Monitors"** shall mean the Mayor, the Commander of the NOPD 8th District, the President of the City Council, the City Council District "C" Representative, the Chair of the FQMD, the Vice-Chair of the FQMD, or their designated representative(s) or their successor(s) in office. The designated representative(s) and/or successor(s) shall at all times have full decision-making authority.

5. **"Annual Budget"** shall mean the annual budget authored by the City's Chief Administrative Officer ("CAO") in close collaboration with the FQMD, its Finance and Development Committee, and its Security and Enforcement Committee (with the CAO's office participating in at least one official meeting of each of the aforementioned committees during the budget drafting process). The CAO will first present the annual budget to the FQMD by no later than October 15th of each Calendar Year.

Within thirty (30) days after receipt of the annual budget, the FQMD shall notify the CAO in writing of either its approval thereof or of its disapproval of the annual budget (with the specific reasons of any disapproval of each respective proposal or line item), failing which the same shall be deemed approved.

The FQMD will submit the annual budget, including notations of any revisions or items not

approved in the budget proposed by the CAO, to the full FQEDD for final approval. The FQEDD shall have the authority to approve the budget as submitted, or with modifications, provided that any approved budget shall be consistent with the allocation requirements set forth in the Proposition. The final approval shall take place at a public meeting of the FQEDD.

6. **“App”** shall mean: 1) a mobile application available to the public (the Citizen App) for directly reporting suspicious activities and non-emergency crimes/offenses to the SPPP Officers; 2) an application the SPPP Officers use to document respond to App Calls, Dispatch Calls and Self-Initiated items (the Officer App); and a web-based Administration App to provide shift management, electronic trip sheets, GPS tracking, end of shift reports, and associated accountability, and provided for in a separate licensing agreement with a qualified supplier.

7. **“Calendar Year” or “Fiscal Year”** shall mean each yearly period that commences on January 1 through and including the following December 31.

8. **“City”** shall mean the City of New Orleans, Louisiana.

9. **“City Council”** shall mean the council of the city of New Orleans, acting as the governing authority of the City of New Orleans, Louisiana.

10. **“Cooperative Economic Development Law”** shall mean Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, *et seq.*).

11. **“District”** shall mean the area of the City lying within the following boundaries: the Mississippi River, the center line of Canal Street, the rear property line of the properties fronting on the lake side of North Rampart Street, the rear property line of the properties fronting on the downriver side of Esplanade Avenue to the Mississippi River, and any expanded geographical area as the governing authority of the City shall designate by Ordinance following the Effective Date in accordance with the Act. The District shall not be considered a de facto taxing district for any reason. A map of the District is incorporated and attached hereto (**“Exhibit A”**).

12. **“Designated Sales Tax”** shall mean the .245 percent (0.245%) sales tax levied by FQEDD Resolution R-2021-4, as authorized by Resolution R-2021-3, adopted by the City Council (the Governing Authority of the FQEDD) on February 11, 2021 and as approved via election held on Saturday, April 24, 2021, whereby qualified voters elected to authorize said sales tax within the boundaries of the FQEDD, to be collected on the sale at retail, the use, the lease or rental, the consumption and storage for use or the consumption of tangible personal property and sales of services within the boundaries of the FQEDD for a period, ~~beginning- July 1, 2021 on the effective date of the tax~~ and ending June 30, 2026, all as defined in the Uniform Local Sales Tax Code La. R.S. 47:337.1, *et seq.*, as it may be amended from time to time, or any other appropriate provisions of law, as amended.

_____ The Designated Sales Tax will be levied by the FQEDD, collected by the City ~~beginning on the Effective Date~~, with the Annual Budget authored in close collaboration with FQMD, presented by the CAO to FMQD, reviewed and approved (or disapproved) by the FQMD in accordance with the definition of Annual Budget, approved by the full FQEDD at a public meeting of the FQEDD, whereby the FQEDD shall have the discretion to make revisions to the Annual Budget at said public meeting of the FQEDD, provided that any approved budget shall be consistent with the allocation requirements set forth in the Proposition, and dispersed by the City in accordance with this Agreement, the Resolution and its Proposition.

13. “Effective Date” shall mean ~~the effective date of the Designated Sales Tax, as defined hereinabove~~ October 1, 2021.

14. “Governing Authority” shall mean the Council of the City of New Orleans, Louisiana, acting as the governing authority of the FQEDD.

15. “Local Services Law” shall mean Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321-1337, inclusive).

16. “Month” or “Monthly” shall mean a calendar month.

17. “Monthly Collections” shall mean the Amount of Net Revenues of the Designated Sales Tax collected during each Month of the Term.

18. “Net Revenues of the Designated Sales Tax” shall mean the proceeds of the Designated Sales Tax after subtracting the City’s collection fee, which shall not exceed one percent (1%) of the Designated Sales Tax, for the purpose of covering the City’s reasonable and necessary costs and/or expenses of collecting the Designated Sales Tax.

19. “Project” shall mean the enhancement of public safety for economic development purposes within the boundaries of the FQEDD, as more specifically described herein, including any future programs or services associated therewith.

20. “State” shall mean the State of Louisiana.

21. “SPPP” or the “Program” shall mean the Supplemental Police Patrol Program.

22. “SPPP Officer” shall mean supplemental police patrol officers, including on-duty, overtime POST Certified officers assigned to work the SPPP.

23. “Target Date” shall mean October 1, 2021, the date on which the Project is expected to be placed into service, subject to the extensions due to delays caused by Force Majeure as described more specifically herein.

24. “Trust Fund” shall mean the French Quarter Economic Development District Trust Fund established pursuant to City Council Ordinance No. 26,374 M.C.S. (Calendar No. 30, 672), which the City Council adopted on April 23, 2015, and La. R.S. 33:9038.34(O), which constitutes a special trust fund for the furtherance of economic development projects and into which the Net Revenues of the Designated Sales Tax will be deposited and used only for permitted purposes, in accordance with the Act, particularly in La. R.S. 33:9038.34(M)(8) and La. R.S. 33:9038.36, ~~the~~ Resolution, the Proposition, and as set by the Annual Budget.

25. “Underlying Police Services” shall mean the number of on-duty NOPD officers assigned on the Effective Date, and reported on that date to the FQMD, to the NOPD 8th District, exclusive of the officers assigned under this Agreement (*i.e.*, the level of NOPD 8th District police officers absent the services funded by the proceeds of the Designated Sales Tax).

B. Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and, in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

ARTICLE II - THE FQMD’S OBLIGATIONS

A. Services. The FQMD will:

1. Receive an administrative fee not to exceed 7% of Monthly Collections remitted to the FQEDD Trust Fund (capped at \$150,000 annually) to cover all necessary and reasonable expenses incurred as a direct result of the performance of the FQMD's obligations under this Agreement (the "**Administrative Fee**"), provided, however, that the Administrative Fee shall not include administrative expenses incurred as general operating expenses of the FQMD nor costs associated with administering any other FQMD projects, programs, missions, or funds.

2. Each month following the Effective Date, and in any event upon the request of the FQEDD, present the FQEDD with an itemized invoice that provides sufficient detail to enable the FQEDD to reasonably assess whether the Administrative Fee constitutes a valid and lawful use of the Designated Sales Tax, as required by the Proposition in order that the FQEDD may review and approve the Administrative Fee. The itemized invoice shall be provided by the FQMD as a communication to the Clerk of Council and shall appear as a communication on the Consent Agenda of the next regular City Council meeting. Upon the written request of the City or at the discretion of any member of the FQEDD, the FQEDD, in its sole judgment, shall have 14 days from the adoption of the Consent Agenda to notify the FQMD and the City in writing that he or she intends to convene a meeting of the FQEDD for the purpose of adopting a resolution disallowing all or part of the Administrative Fee on the grounds that expenses reflected on the invoice are not necessary and reasonable expenses incurred as a direct result of the performance of the FQMD's obligations under this Agreement. The notice shall identify with reasonable particularity the expenses that are objectionable and set forth the reasons for disallowing them. A meeting convened under this Section shall occur no earlier than 14 days and no later than 28 days following notice to FQMD. At that meeting, FQMD shall be permitted a reasonable opportunity to justify the Administrative Fee. If the FQEDD finds that all or any portion of the Administrative Fee reflected on the invoice was not a necessary and reasonable expense incurred as a direct result of the performance of the FQMD's obligations under this Agreement, it shall pass a resolution disallowing those expenses, in which case the FQMD shall promptly reimburse any disallowed expenses already paid to the FQMD to the Trust Fund. Any invoice, or portion thereof, not disallowed in accordance with this Section shall be deemed approved and payable.

3. Update its registration information in the City's budget, requisition, acquisition services system ("**BRASS**") portal, as necessary, and upload each itemized invoice electronically into BRASS on the same day that itemized invoice is provided to the Clerk of Council.

4. Agree and acknowledge that the tax proceeds can be used to pay a portion of an employee's salary associated with administering the tax using an allocation method that would ensure only the portion of the employee's time spent directly on administrative work for the Trust Fund would be billed out of the Trust Fund.

7. Agree and acknowledge that any litigation expenses or attorney's fees to defend the integrity of the FQMD's administrative fee shall be the sole responsibility of the FQMD and shall not be payable from the Trust Fund.

8. Provide fiscal and operational oversight of the Trust Fund and related services

provided by the Trust Fund to ensure that the proceeds of the Designated Sales Tax are being used strictly in accordance with the Proposition, which are subject to quarterly budget and expenditure reports to the City Council.

9. Convene public hearings on the Trust Fund-funded programs and operations at Board meetings from time to time according to the annual board meeting calendar in accordance with La RS 42:19.A.1.a.

10. Through its Finance and Development Committee, its Security and Enforcement Committee, and its Board of Commissioners, coordinate with the City on the creation of Annual Budget for the SPPP and any other programs or operations funded with the Trust Fund.

11. Furnish any documents, certificates, reports or agreements requested by the City or the FQEDD.

12. Ensure that the Executive Director of the FQMD (or the Executive Director's designee) meets monthly with the other Agreement Monitors to discuss performance of the services provided by the Trust Fund and City services within the District.

13. Establish Key Performance Indices ("**KPI**") in collaboration with the City and the FQEDD.

14. Set KPIs on an annual basis upon the mutual agreement of all the Parties, whose consent shall not be unreasonably withheld, conditioned, or delayed.

15. Endeavor to set KPIs for the first Calendar Year by reasonably promptly as of the Target Date.

16. Review the KPIs at each monthly meeting.

17. Provide written notice to any Party whose services allegedly fail to meet the KPIs for two (2) consecutive months, provided, however, that said Party will have thirty (30) additional days to cure and make any necessary adjustments to the services in order to ensure that the KPIs are satisfied.

18. Agree and acknowledge that the FQEDD may intervene relative to the KPIs, as set forth in Article III Section 6 hereinafter.

19. Ensure that FQMD's Agreement Monitors, or designees, discuss the progress the Parties are making towards the attainment of the goals set forth in the Recitals of this Agreement, the public's perception of the effectiveness of the SPPP, and alternative approaches that should be considered in order to better achieve the Agreement's goals during each monthly meeting.

20. Report to the FQEDD and City any complaints or concerns relative to the any acts or omission related to the obligations of the Parties.

21. Have FQMD Agreement Monitors, or designees, attend monthly meetings with the NOPD 8th District Commander and/or the Commander's designee and the 8th District SPPP Supervisor to receive feedback from the NOPD 8th District Commander and the SPPP Supervisor on the performance of the SPPP Officers, along with the FQMD's suggestions for revising the NOPD's patrol plan ("**Patrol Plan**").

22. Gather information from businesses, service workers, and residents as to their perception of the performance, effectiveness, and attendance of the SPPP Officers, the impact of the SPPP, and the impact of all other FQEDD funded programs and operations on public safety.

23. Provide feedback to Agreement Monitors on the public's perception of the performance, effectiveness, and attendance of the SPPP Officers, the impact of the SPPP, and the impact of all other FQEDD funded programs and operations on public safety.

ARTICLE III – FQEDD'S OBLIGATIONS

A. **Services.** The FQEDD will:

1. Be obligated and bound under the terms and provisions of law to levy and impose the Designated Sales Tax and to provide for all reasonable and necessary rules, regulations, procedures and penalties in connection therewith, including the proper application of the proceeds of the Designated Sales Tax.

2. 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.

3. Review and approve the Annual Budget or amended Annual Budget proposed by the CAO and submitted by the FQMD in accordance with the definition of "Annual Budget" in Article I.

4. Hold quarterly meetings to hear report from FQMD on budget, expenditures, and KPIs.

5. In collaboration with the City's Department of Finance, cause to be deposited the Monthly Collection into the Trust Fund no later than the last business day of the month following the Month such funds are due. Monthly Collection received in any Month as a result of audits shall be treated as Monthly Collection for such Month for purposes of this Agreement.

6. In accordance with Article II Section 17-18, if the KPIs are still not satisfied after the subsequent thirty (30) day cure period (i.e., 2 months plus 30 days), the FQEDD may intervene and provide written notice to the Party whose services allegedly failed to meet the KPIs. The FQEDD will request a meeting at a time that is mutually agreed upon by the Parties, whose consent shall not be unreasonably withheld, conditioned, or delayed, and the meeting shall occur no later than fifteen (15) days from the Parties' receipt of the written notice. If the KPIs are not cured and the necessary adjustment to the SPPP are not made through such meeting, the Parties shall retain all rights and remedies in law or in equity.

7. If it is determined that for any period of time that a shortage or overage exists in the amount collected and transferred, for whatever reason, the City and the FQEDD shall direct an adjustment in the Monthly Collections paid into the Trust Fund in order that the shortfall or over-collection of revenues due to the FQEDD Trust Fund for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment, provided that the City and the FQEDD shall not be obligated to use any funds for adjustments other than from Net Revenues of the Designated Sales Tax.

8. Permit the FQMD to retain an administrative fee not to exceed 7% of the Monthly Collections remitted to the FQEDD Trust Fund (capped at \$150,000 annually) for reasonable and necessary expenses incurred as a direct result of the performance of the FQMD's obligations under this Agreement, provided, provided, however, that the Administrative Fee shall not include administrative expenses incurred as general operating expenses of the FQMD nor costs associated with administering any other FQMD projects, programs, missions, or funds.

9. Furnish to the City a list of all businesses located within the District when requested by the City.

10. Periodically review and approve or disapprove the Administrative Fee in accordance with Article II(A)(2).

ARTICLE IV -THE CITY’S OBLIGATIONS

A. Administration. The City will:

1. Through the Director of Finance for the City (the “**Tax Collector**”), maintain the Trust Fund as a separate fund, apart from other funds and accounts of the City or other entities, which shall be used strictly for the purposes authorized in the Resolution and its Proposition approved by qualified voters on Saturday, April 24, 2021.

2. Collect, account for, and remit the Designated Sales Tax into the Trust Fund to accomplish a valuable public purpose of enhancing public safety to achieve economic development in accordance with its usual and customary procedures (*i.e.*, in the same manner as all other City sales taxes are collected).

3. In collaboration with the FQEDD, cause to be deposited the Monthly Collection into the Trust Fund no later than the last business day of the month following the Month such funds are due. Monthly Collection received in any Month as a result of audits shall be treated as Monthly Collection for such Month for purposes of this Agreement.

4. Ensure that the Designated Sales Tax deposited into the Trust Fund will remain in the Trust Fund and the Trust Fund will serve as the operating account for the Program(s) approved in the Annual Budget.

5. In collaboration with FQMD through the Annual Budget process, dedicate the initial \$2 million collected in any year to supplemental POST Certified police patrols and ensure that any additional revenue is divided between additional patrols and public safety programs (including homeless assistance).

6. Provide, within the Annual Budget, detailed line items for support and supplies that are directly attributable to the SPPP for the initial \$2 Million collected, such as supplemental POST Certified police patrols, vehicles specific to the SPPP (*i.e.*, vehicles that are small, black in color and equipped with blue flashing lights), vehicle maintenance, gasoline, tires, iPads, body worn cameras and mounts, NOPD-approved magnetic decals, smart phone apps or mobile applications that allow citizens, tourists, and business owners to report crimes, as necessary, provided, however, that within the Annual Budget, the City may also budget and provide detailed lines items for any and all additional revenues exceeding the initial \$2 Million collected, including funds for additional patrols and public safety programs (including homeless assistance), as set forth in the Proposition.

7. Provide both the FQMD and/or the FQEDD any documents deemed reasonably necessary for the FQMD’s or FQEDD’s performance of any work required under this Agreement.

8. Provide the FQMD with direct on-line 24/7 real-time access to the Trust Fund, showing all deposits, details of all expenses/expenditures, and other reasonably expected information, including but not limited to, budget to actual reports, income and expense reports, and balance sheets.

9. Within thirty (30) days of the City producing the details of its expenditures, the FQMD may reasonably contest any alleged unauthorized expenditures, which do not align with the Annual Budget or the ~~Resolution~~Proposition, by providing the City and the FQEDD with written notice regarding any alleged unauthorized expenditures by the City. Within fifteen (15) days of receiving the FQMD's notice, the City may provide written justification to the FQEDD regarding the City's expenditure(s) and the FQMD's assertions, and the FQEDD shall serve as the final arbiter. If the FQEDD finds that the expenditure was unauthorized, the City will be responsible for reimbursing the funds to the Trust Fund reasonably promptly, but in no event later than thirty (30) days after the FQEDD's finding.

10. Provide access to personnel to discuss the required services during normal working hours, as requested by the FQMD or the FQEDD.

11. Agree and acknowledge that the City will use reasonable best efforts to ensure that the SPPP Officers deployed in the District pursuant to this Agreement shall not be a replacement for the number of on-duty NOPD officers deployed to and/or used in the District during the term of this Agreement, and the NOPD shall make a good faith effort to increase the number of on-duty NOPD officers deployed to and/or used in the NOPD 8th District above that the number that was routinely deployed to and/or used as of the Effective Date.

12. Remit to the FQMD that portion of the Administrative Fee that is deemed approved in accordance with Section II(A)(2) according to the City's invoice and payment policies and procedures, provided, however, that payment will be NET 45 days upon the FQMD's delivery and the City's receipt of the properly submitted, complete, and accurate invoice via the City's supplier portal.

13. Present invoices, receipts, and detailed expenditure data to the FQMD on a Monthly basis for the preceding calendar Month, including a detailed report of actual receipts and expenditures of funds disbursed by the Trust Fund and the balance of such funds remaining in the Trust Fund.

14. **Use of Net Revenues of the Designated Sales Tax.** The City agrees that the Net Revenues of the Designated Sales Tax received from the District will only be disbursed for the purposes of supplementing and enhancing public safety services within the District for the purposes authorized in the Resolution and its Proposition.

15. Agree and acknowledge that any litigation expenses or attorney's fees to defend the integrity of the City's collection fee shall be the sole responsibility of the City and shall not be payable from the Trust Fund.

B. Obligations of the City, through the NOPD 8th District SPPP Supervisor ("SPPP Supervisor"). The City, through the SPPP Supervisor, hereby agrees to the following:

1. Deliver the standard crimes and/or violations upon which the SPPP Officers shall focus and the standard instructions for the SPPP Officer patrol duties ("**Post Instructions**") to the NOPD 8th District Commander.

2. Collect and review all trip sheets and time sheets.

3. Use reasonable best efforts to schedule POST Certified officers to work the SPPP and notice FQMD within twenty-four (24) hours of unfilled shifts.

4. Fill any vacancies in the schedule caused by absences and/or callouts.

5. Keep an accurate record and accounting of the shifts worked as part of the SPPP.

6. Supervise those officers of rank when working as part of the SPPP.

7. Develop any policies and procedures he/she feels are necessary for the improvement of the services provided as part of the SPPP.

8. Maintain and implement best practices when deploying SPPP Officers.

9. Develop training specific to officers deployed as part of the SPPP to ensure they are familiar with all applicable laws, codes, and ordinances specific to the District and able to enforce same.

10. Be accessible by phone number to the NOPD 8th District Commander.

11. Attend all regular and special meetings called by the FQMD Board of Commissioners.

12. Provide the FQMD and the FQEDD with any documents deemed reasonably necessary for the FQMD's or FQEDD's performance of any work required under this Agreement, along with any other information that the Parties are entitled to by operation of law.

13. Provide monthly reports at the following public meetings:

- a. Monthly FQMD Security and Enforcement Committee meetings;
- b. Monthly FQMD Board of Commissioner meetings;
- c. Quarterly City Council meetings;
- d. Weekly 8th District MAX meetings;
- e. Monthly NONPAC meetings; and
- f. Monthly Agreement Monitor meetings.

14. Strive to maximize the number of POST Certified patrol officers and to minimize the number of ranking officers who are employed as SPPP Officers operating as part of the SPPP on any given shift, while deploying the appropriate ratio of Officers & Supervisors per shift, in order to achieve the most economical provision of security services in the District.

15. Permit the NOPD 8th District Commander, or his designee, to deploy SPPP Officers to respond to priority 911 call situations within the District.

C. Obligations of the City, through the Superintendent of the NOPD. The City, through the Superintendent of the NOPD, hereby agrees to the following:

1. Under the terms of this Agreement, it is understood that the services funded through the proceeds of the Designated Sales Tax are supplemental to and in addition to all Underlying Police Services that the City will use its reasonable best efforts to maintain.

2. The number of SPPP Officers will not be taken into consideration when determining the number of patrol officers to add to the 8th District.

3. Notwithstanding the City's reasonable best efforts to maintain the Underlying Police Services, in the event of any such reduction, the FQEDD or the FQMD shall give written notice to the CAO and the NOPD Superintendent that a reduction of Underlying Police Services in the NOPD 8th District has come to its attention, and the City shall have thirty (30) days from receipt of notice to use reasonable best efforts to correct the reduction and/or to explain to the satisfaction of the FQEDD the reason therefor.

4. The police assigned within the boundaries of the District as a part of their normal 8th District and/or NOPD assignments, referred to herein above as Underlying Police Services (excluding SPPP Officers), will handle routine police functions such as responses to service calls, routine patrols, investigations of complaints, all traffic work, special events coverage, undercover/stakeout work, and any follow-up investigations, including, but not limited to investigations involving vice and homicides. SPPP Officers will not be assigned routine dispatch calls for service in the 8th District, nor shall they be dispatched outside the District, except upon notification and approval by the SPPP Supervisor. The SPPP Supervisor will report on these exceptions at each Agreement Monitor meeting.

5. The dispatch of SPPP Officers for routine calls for service in the 8th District, or the dispatch of officers outside the District, while said officers are on assignment for the SPPP without the approval required in the preceding paragraph, shall be a violation of this Agreement and FQMD reserves all other rights and remedies available under applicable law or equity for any claim it may have against the City for such violation, whether for breach of contract or otherwise. In the event of any such alleged violation, the FQMD shall give written notice to the FQEDD, the CAO and the NOPD Superintendent that an alleged violation has come to its attention, and the City shall have thirty (30) days from receipt of notice to either correct the violation and/or to explain the reason to the FQEDD's satisfaction.

6. Require, at all times during this Agreement, on-duty, uniformed NOPD officers in marked NOPD vehicles to continue to patrol the District, above and beyond any SPPP Officer patrols.

7. Provide each SPPP Officer a body worn camera and mount for use while on patrol using the Net Revenues of the Designated Sales Tax, as set forth in the Annual Budget.

8. Allow SPPP Officers to provisionally respond to an emergency call for service in their assigned "**Patrol Zone**" (see Exhibit "B" attached hereto and made a part hereof) with the understanding and agreement that the NOPD 8th District Shift Supervisor shall promptly assign a regular on-duty police officer to relieve the SPPP Officer so that Officer may promptly return to proactively patrolling in their assigned Patrol Zone.

9. On as needed basis, purchase materials, supplies, and small, black vehicles, equipped with blue flashing lights unique and dedicated specifically to the SPPP. The title to these vehicles will be in the name of the City. The Parties agree and acknowledge that expenses that are directly attributable, or which have integral connexity to the SPPP, will be paid for from the Net Revenue of the Designated Sales Tax, including, but not limited to, maintenance and fuel for the vehicles. The City shall furnish those vehicles for the exclusive use in the District. Said vehicles are to be decalated by the City with NOPD insignia. Additionally, said vehicles are to bear SPPP and App insignia. The City will use reasonable best efforts to provide replacement vehicles immediately, during the time that any of the aforesaid vehicles are out of service. The City shall be permitted to allocate funds in the Annual Budget to replace SPPP vehicle(s) upon the expiration of the useful life of said vehicle.

10. Provide for on-duty NOPD officers – not SPPP Officers - to transport persons arrested during the term of the Agreement, including any persons arrested by an overtime NOPD officer, who is part of the SPPP assigned to patrol in the District.

11. Ensure that the arresting NOPD officer, whether on-duty or overtime, remains primarily responsible for providing direct medical support, medical treatment, and booking.

12. Not later than each Tuesday during the term of this Agreement, agree and acknowledge that the SPPP Supervisor, or the SPPP Supervisor's designee (unless otherwise agreed to by all the Parties), will provide records extending from the prior Sunday through Saturday (seven-day period) documenting the daily shifts of the FQEDD funded overtime POST Certified officers in the District.

13. Implement the Project and ensure that the essential duties and patrol responsibilities for the SPPP are performed, as follows:

- a. Provide 24/7 proactive crime deterrent "Blue Light" patrols of the District in small black vehicles that will be unique to the SPPP;
- b. Respond to non-emergency App calls and Code 2 Dispatch Calls in the District;
- c. Arrest or apprehend subjects; and
- d. In coordination with the appropriate City departments, monitor the District for City Code compliance and/or Quality of Life infractions and issue Municipal Citations for violators, in accordance with all laws, ordinances, codes, policies, and procedures.

14. Assign a full-time, non-overtime NOPD ranking officer to serve as the NOPD 8th District "SPPP Supervisor". In the event the SPPP Supervisor ceases to serve for any reason, including retirement, resignation, or discharge by the City, a successor shall be selected by the NOPD Superintendent, in his sole discretion. The FQEDD and FQMD will be notified of any changes in supervising personnel within fourteen (14) days of those changes.

D. Obligations of the City, through the NOPD 8th District Commander. The City, through the NOPD 8th District Commander, hereby agrees to the following:

1. The NOPD 8th District Commander will deliver a complete Patrol Plan for the District to the Agreement Monitors on or before the Effective Date of this Agreement, covering the SPPP Officers, including:

- a.** A schedule for the length, time, and day of each patrol shift; and
- b.** The assigned Patrol Zones and post assignments, will include the following:
 - i.** Notwithstanding a declaration of force majeure or an event requiring full deployment of all available NOPD personnel, the NOPD 8th District Commander will ensure that the Patrol Plan shall, at a minimum, have at least one SPPP Officer assigned per day to perform traffic and oversized vehicle enforcement during the hours of 7:00AM-7:00PM in the District.
 - ii.** Notwithstanding a declaration of force majeure or an event requiring full deployment of all available NOPD personnel, the NOPD 8th District Commander will ensure that the Patrol Plan shall, at a minimum, have at least one SPPP Officer assigned during the hours of 03:00AM-3:00PM to perform proactive patrol duties exclusively in Zone 5 along the 100-800 blocks of Bourbon Street.
 - iii.** Notwithstanding a declaration of force majeure or an event requiring full deployment of all available NOPD personnel, the NOPD 8th District Commander will ensure that the Patrol Plan shall, at a minimum, have at least two SPPP Officers assigned during the hours of 3:00PM-3:00AM to perform proactive patrol duties exclusively in Zone 5 along the 100-800 blocks of Bourbon Street.
 - iv.** Notwithstanding a declaration of force majeure or an event requiring full deployment of all available NOPD personnel, the NOPD 8th District Commander will ensure that the Patrol Plan shall, at a minimum, have at least one SPPP Officer assigned at all times to perform proactive patrol duties exclusively in Zone 2, the area riverside of Bourbon Street to Esplanade Avenue, to the Mississippi River, to the downriver side of Canal Street.
 - v.** Notwithstanding a declaration of force majeure or an event requiring full deployment of all available NOPD personnel, the NOPD 8th District Commander will ensure that the Patrol Plan shall, at a minimum, have at least one SPPP Officer assigned at all times to perform proactive patrol duties exclusively in Zone 1, the area lakeside of Bourbon Street to Esplanade Avenue, to the lakeside on N. Rampart Street, to the downriver side of Canal Street.
 - vi.** Notwithstanding a declaration of force majeure or an event requiring full deployment of all available NOPD personnel, the NOPD 8th District Commander will ensure that the Patrol Plan shall, at a minimum, have

at least one SPPP Officer assigned at all times to perform proactive patrol duties exclusively in Zone 3, the lakeside of North Rampart to the downriver side of Esplanade Avenue to riverside of Decatur Street to the upriver side of St. Ann Street.

- vii. The NOPD 8th District Commander will ensure that the Patrol Plan will have multiple SPPP Officers assigned per day to perform proactive patrol duties in vehicles.

2. Require all SPPP Officers who report for duty to report to the SPPP Supervisor to obtain Post Instructions, a vehicle assignment and key, and equipment needed for their shift.

3. Each week provide the SPPP Supervisor and Agreement Monitors a 24/7 schedule of the on-duty NOPD 8th District Shift Supervisors who, in addition to their NOPD 8th District duties, shall be assigned to perform the duties set forth herein for the SPPP.

4. Provide instruction to SPPP Officers regarding emerging situations, wanted suspects, Vieux Carré-specific ordinances, and handling public safety situations that are specific to a tourist-dense French Quarter.

5. Handle all vehicle accidents that involve SPPP Officers, including ensuring that NOPD Accident Procedures are followed, and all paperwork is properly completed.

6. Go to the scene of any major incident involving a SPPP Officers.

7. Check the status and review all Use of Force reports filed by a SPPP Officer.

8. Provide information and address the situation as necessary when a complaint is made against a SPPP Officer.

9. Provide the SPPP Officers with citation books or NOPD approved replacement devices and software.

10. Ensure that each summons related to an arrest made by a SPPP Officer is processed in a timely manner.

11. Provide coordination between the NOPD 8th District Commander, the NOPD 8th SPPP Supervisor, and the SPPP Officers, as necessary.

12. Provide supervision, through the NOPD 8th District Commander, for all SPPP Officers, who are scheduled and deployed in the District, consistent with *NOPD Policy Manual* and any pertinent *Quality of Life Manuals* provided by the FQMD.

13. Assign on-duty, uniformed NOPD officers in marked vehicles to continue to patrol in the District, above and beyond any officers serving as SPPP Officers.

14. At the discretion of the SPPP Supervisor, assign all SPPP Officers to duties in the District, including proactive patrol duties in designated SPPP vehicles or other vehicles.

15. Require SPPP Officers to perform the duties as directed on the weekly Deployment Schedule and Post Instructions with the exception that a Shift Supervisor may re-assign a SPPP Officer to vehicle patrol in a NOPD patrol car due to inclement weather, or if a SPPP designated vehicle is unavailable.

16. Authorize a SPPP Officer to leave their assigned patrol area to respond to an emerging situation in the District, such as a crime in progress or a pursuit of a person by another NOPD officer.

17. Require each SPPP Officer to use a body worn camera while patrolling in the District as per NOPD policy. Require on-duty NOPD officers and not SPPP Officers, to respond to non-priority (i.e., non-emergency or 911) calls for service.

18. Require on-duty NOPD officers not participating in the SPPP to transport persons arrested during the SPPP term set forth in this Agreement, including any arrested by an SPPP Officer assigned to patrol in the District as part of the SPPP, with the exception that while regular on-duty NOPD officers will assist in transporting a subject injured during an arrest made by a SPPP Officer, direct support with medical treatment and booking shall remain the primary responsibility of the arresting officer.

19. Inform all SPPP Officers that supervisory authority over the manner in which they perform their Patrol Shift rests with the SPPP Supervisor under the supervision of the 8th District Commander, provided, however that the SPPP Officers are expected to abide by general directions from and follow their Post Instructions, and perform their work in coordination with SPPP Supervisor.

20. Restrict on-duty, overtime NOPD officers operating as part of the SPPP Officers from entering an ABO venue in accordance with NOPD policy.

21. Require each SPPP Officer assigned to vehicle patrol to place NOPD-approved magnetic decals on the NOPD vehicle to identify the vehicle as one being operated by a SPPP Officer.

22. Ensure that SPPP Officers are trained to handle public safety situations that are specific to a tourist-dense French Quarter and educated on the City Code ordinances that are pertinent to patrolling in the District;

23. Unless expressly or impliedly pre-empted by a provision in this Agreement, use the *NOPD Policy Manual* to guide the relationships, conduct, and actions of SPPP Officers and their regular on-duty officer supervisors.

24. Prohibit SPPP Officers from providing escort services.

25. Make a good faith effort to increase the number of on-duty officers deployed in the District during the SPPP, and thereafter.

26. Allow an SPPP Officers to provisionally respond to an emergency call for service in their assigned Patrol Zone with the understanding and agreement that the NOPD 8th District

Shift Supervisor shall promptly assign a regular on-duty police officer to relieve the SPPP Officer so that SPPP Officer may promptly return to proactively patrolling in their assigned Patrol Zone.

ARTICLE V – FUNDING OR COMPENSATION

A. **Maximum Amount.** Other than the funds deposited into the Trust Fund, the maximum amount funded or payable by the City or the FQEDD under this Agreement is \$0.

ARTICLE VI - DURATION AND TERMINATION

A. **Term.** The term of this Agreement shall extend from the Effective Date until such time as the entirety of the Designated Sales Tax has been collected and the proceeds thereof budgeted and spent in accordance with the provisions of this Agreement.

B. **Termination for Cause.** Any Party may terminate this Agreement immediately for cause by sending written notice to the other Parties. “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, 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. In the event of a termination for cause pursuant to this Section, all of the proceeds of the Designated Sales Tax remaining in the Trust Fund as of the date of termination shall not be used without the agreement of the Parties hereto and in accordance with governing law.

ARTICLE VII - NON-DISCRIMINATION

A. The Parties 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.

ARTICLE VIII - INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, FQMD will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with FQMD’s scope of work under the Agreement.

If FQMD maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the FQMD. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

1. Minimum 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.

- b. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, abuse and molestation, 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. Professional (Errors & Omission) Liability Insurance appropriate to the FQMD's profession with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the FQMD in this Agreement. This Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, FQMD must procure and evidence full extended reporting period (ERP) coverage.
- d. Umbrella/Excess Liability – Umbrella/Excess policies must follow form of the underlying policies.
- e. Important: FQMD shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage
- f. The obligations for the FQMD to procure and maintain insurance shall not be constructed to waive or restrict other obligations.
- g. 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 FQMD's obligations and/or Scope of Work. FQMD shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the FQMD's limits of liability that arise from the performance of work under the Agreement

2. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status:** 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 FQMD's 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).

The FQMD shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans / FMC as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

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

- b. Primary Coverage:** For any claims related to this agreement, FQMD’s 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 FQMD’s coverage.
- c. 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.
- d. Waiver of Subrogation:** 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.
- e. Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.
- f. 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.

B. 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.: SPPP FQEDD FMD CNO CEA 2021) within 10 calendar days of the Effective Date and at any other time at the City’s request the following documents:

- 1. Proof of coverage for each policy of insurance required by this Agreement; and
- 2. Copies of all policies of insurance, including all policies, forms, and endorsements.

C. Without notice from the City, FQMD will:

- 1. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- 2. 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;
- 3. Notify the City’s Risk Manager in writing within 48-hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement; and

D. Special Risks or Circumstances: The City shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE IX - 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:

Homeland Security and Emergency Preparedness
City of New Orleans
1300 Perdido Street, Suite 9W03
New Orleans, LA 70112

&

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 FQMD:

Christian Pendleton, Chair or Current FQMD Chair
400 North Peters Street, Suite 206
New Orleans, LA 70130

3. To FQEDD:

City Council
Attn.: City Council Chief of Staff
City of New Orleans
1300 Perdido Street, Room 1E06
New Orleans, LA 70112

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 X- 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 all the Parties to this Agreement.

B. **Assignment.** This Agreement and any part of the Parties' interest in it are not assignable or transferable without the Parties' prior written consent.

C. **Audit and Other Oversight.** The Parties will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the Party 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, FQMD and FQEDD agree that they are subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena. The Legislative Auditor of the state of Louisiana shall have the option of auditing all records and accounts which relate to this Agreement. The Parties shall retain all documents and records pertaining to this Agreement for three (3) years.

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. **Construction of Agreement.** None of the Parties 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, the FQMD, or the FQEDD 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.

F. **Convicted Felon Statement.** The Parties shall comply with City Code § 2-8(c). No principal, member, or officer has, within the preceding 5 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.

G. **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.

H. **Exhibits.** The following exhibits will be and are incorporated into this Agreement: Exhibit "A" – Map of District; Exhibit "B" – SPPP Zone Map.

I. **Jurisdiction.** The Parties consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waive any pleas or exceptions of jurisdiction on account of the residence of the Parties.

J. **Limitations of the Obligations.** The Parties have no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.____

[The City shall have no liability related to a legal challenge to the legality or constitutionality of the Designated Sales Tax, including any dispute concerning hotel and motel guest rooms within the District. The parties agree and acknowledge that the City's role relative to the collection of the](#)

Designated Sales Tax shall be exclusively as a mandatory of the FQEDD. Nothing herein, however, shall relieve the City of any liability to the FQEDD related to the City's role as collector of the Designated Sales Tax as mandatory of the FQEDD.

K. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any officer, trustee, officer, agent or employee of the City, the FQEDD, or the FQMD, in his or her individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

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-Solicitation Statement. The Parties have 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 Parties have 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 Agreement.

N. Non-Waiver. The failure of any 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. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: The Agreement; Exhibit "A"; Exhibit "B".

P. 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.

Q. 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.

R. 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.

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

effect.

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

ARTICLE XI – 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 XII - 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 AND EXHIBIT(S) CONTAINED ON NEXT PAGES(S)]

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

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2021.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

FRENCH QUARTER MANAGEMENT DISTRICT

BY: _____
CHRISTIAN PENDLETON, CHAIR

FRENCH QUARTER ECONOMIC DEVELOPMENT DISTRICT

BY: _____
KRISTIN GISLESON PALMER, COUNCILMEMBER

[EXHIBIT(S) “A” AND “B” CONTAINED ON NEXT PAGES(S)]

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EXHIBIT “A”

MAP OF THE DISTRICT

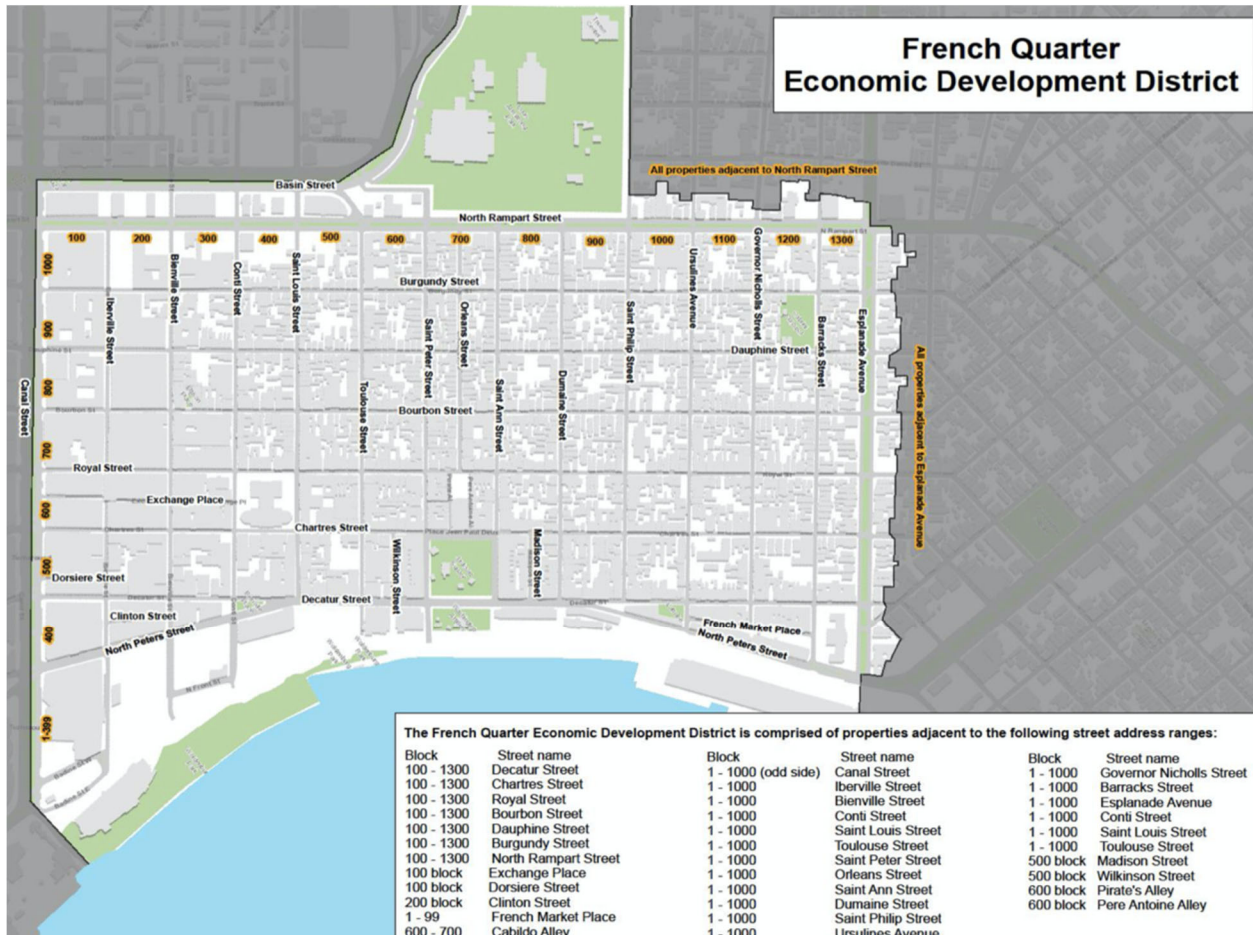
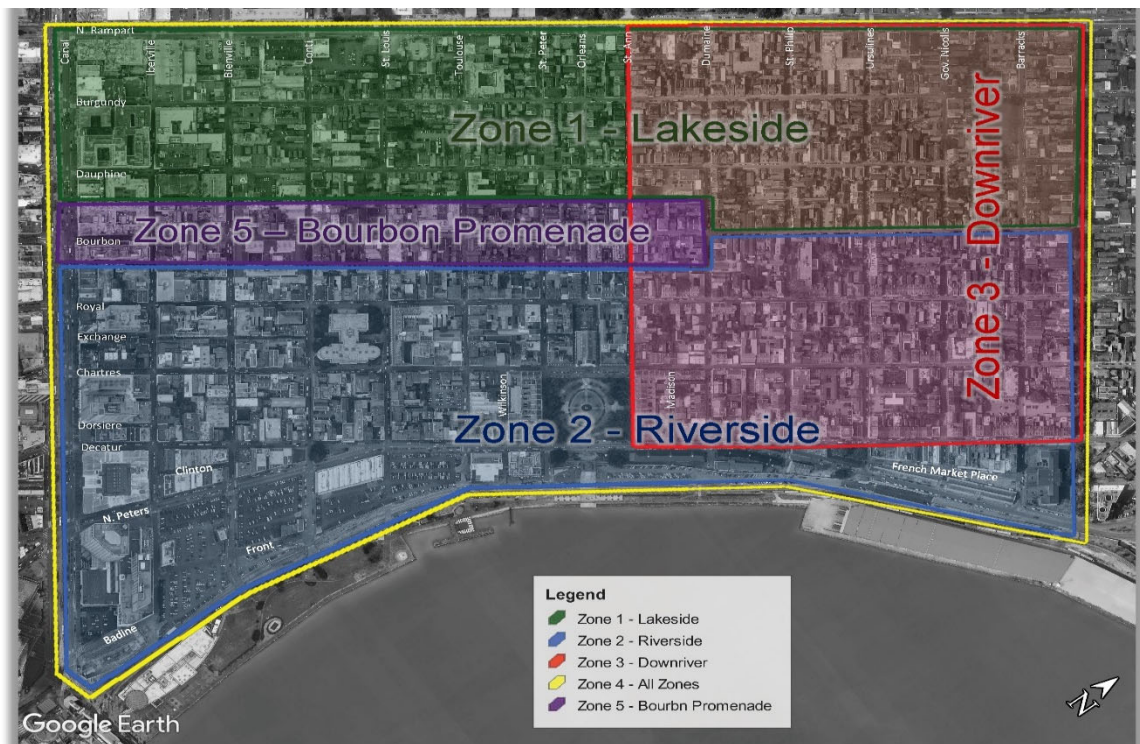


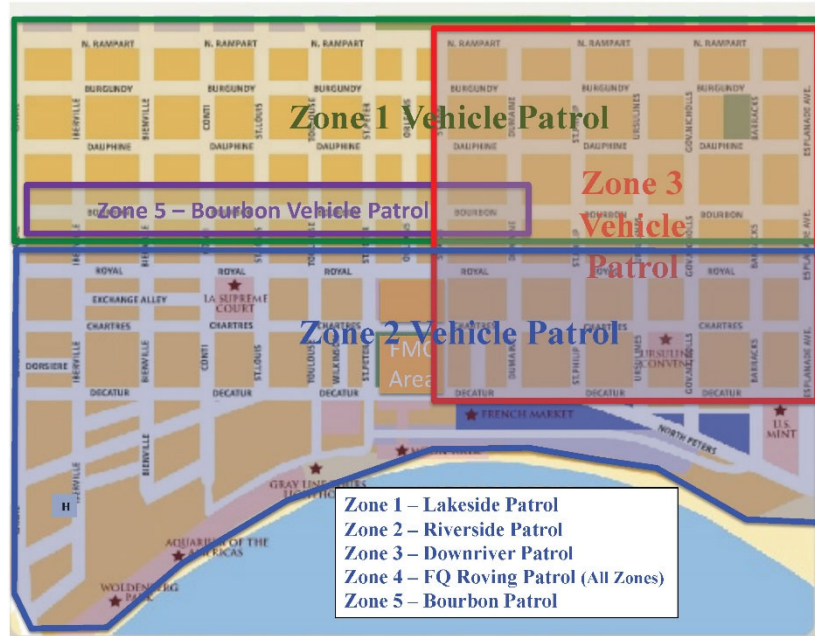
EXHIBIT “B” CONTAINED ON THE NEXT PAGE]

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EXHIBIT “B”

SPPP ZONE MAP





1

[END OF AGREEMENT]