

# FINANCE & DEVELOPMENT COMMITTEE

# Meeting Notes

Tuesday, 5 December 2023, 3:00 pm

400 N. Peters Street, Suite 206, New Orleans, LA 70130

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

The meeting was called to order at 3:00 pm and the agenda was read into the record.

COMMITT	EE MEMBE	RS		VOTES				
First Name	Last Name	Present	Absent	Approve mtg notes	Approve 2024 FQMD Holiday Closures & Meeting Calendar	Approve FQMA CEA Fourth Amendment	Approve NoCo 2024 General Operating MOU	Approve NoCo UQP CEA Third Amendment
Frank	Zumbo	Х		Yes	Yes	Yes	Yes	Yes
Heidi	Raines	Х		Yes	Yes	Yes	Yes	Yes
Sue	Klein	Х		Yes	Yes	Yes	Yes	Yes
Christine	Bondio	Х		Abstain	Yes	Yes	Yes	Yes

		VOTES				
First	Last	Approve Employee Review Protocol	Approve RFP for IT Support Services	Approve Public Meeting ADA Policy	Approve State CEA and budget recommendations	Approve Supplemental FQEDD 2024 Budget
Frank	Zumbo	Yes	Yes	Yes	Yes	Yes
Heidi	Raines	Yes	Yes	Yes	Yes	Yes
Sue	Klein	Yes	Yes	Yes	Yes	Yes
Christine	Bondio	Yes	Yes	Yes	Yes	Yes

# INTRODUCTION OF ATTENDEES:

GUESTS		
First	Last	Role
Karley	Frankic	FQMD Executive Director
Shelby	Ursu	FQMD Coordinator
Jane	Cooper	FQMD Commissioner
John	Foard	FQMD Accountant
Glade	Bilby	FQMD Commissioner

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2. Public Comment

No written public comment was received.

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

Sue Klein made a motion to approve the previous meeting notes. Heidi Raines seconded the motion, and it was approved. Christine Bondio abstained due to her absence from the November Committee meeting.

4. Motion – Consider a motion to approve the 2024 French Quarter Management District's Holiday and Meeting Calendar

See attached documents. Frank Zumbo reviewed the 2024 French Quarter Management District's (FQMD) holiday and meeting calendar with the Committee. The Committee agreed to mark the FQMD office as closed on all FQMD holidays. Ms. Raines asked that FQMD staff send e-mail notices ahead of time to inform Committee members and Commissioners of office day closures if both staff members will be out of office on a floating holiday. Ms. Raines motioned to approve the 2024 French Quarter Management District's holiday closures with the revision of having the French Quarter Management District office closed on Mardi Gras Day, as well as approve the circulation of the 2024 Committee meeting calendar as notated. Ms. Klein seconded the motion, and it was approved.

5. Discussion – Discussion by Committee of French Quarter Museum Association Cooperative Endeavor Agreement Fourth Amendment to extend the Agreement Term

See attached document. Mr. Zumbo stated that everything remains the same in the Cooperative Endeavor Agreement (CEA) extension as the previous year, with the exception of the changes of term dates within the document, noting that the term start date is January 1<sup>st</sup>, 2024 and the term end date is December 31<sup>st</sup>, 2024.

**a.** Motion – Consider a motion to recommend to the Board of Commissioners approval of the French Quarter Museum Association Cooperative Endeavor Agreement Fourth Amendment to extend the Agreement Term

Ms. Raines motioned to approve the French Quarter Museum Association Cooperative Endeavor Agreement Fourth Amendment to extend the Agreement Term. Ms. Bondio seconded the motion, and it was approved.

**6.** Discussion – Discussion by Committee of New Orleans & Company 2024 General Operating Memorandum of Understanding

See attached document. Mr. Zumbo stated that everything remains the same within the CEA extension, noting that the only changes within the document are the revised dates being carried forward into 2024.

**a.** Motion – Consider a motion to recommend to the Board of Commissioners approval of the New Orleans & Company 2024 General Operating Memorandum of Understanding

Ms. Klein motioned to approve the New Orleans & Company 2024 General Operating Memorandum of Understanding. Ms. Raines seconded the motion, and it was approved.

7. Discussion – Discussion by Committee of New Orleans & Company Upper Quarter Patrol Cooperative Endeavor Agreement Third Amendment to extend the Agreement Term

See attached document. Mr. Zumbo stated that this document also continues the current agreement through 2024.

a. Motion – Consider a motion to recommend to the Board of Commissioners approval of the New Orleans & Company Upper Quarter Patrol Cooperative Endeavor Agreement Third Amendment to extend the Agreement Term

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The French Quarter Management District is a state political subdivision 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.



Ms. Raines motioned to approve the New Orleans & Company Upper Quarter Patrol Cooperative Endeavor Agreement Third Amendment to extend the Agreement Term. Ms. Bondio seconded the motion, and it was approved.

8. Discussion – Discussion by Committee of Employee Review Protocol
Mr. Zumbo stated that the end of the year would be the best time to perform employee reviews with any monetary increases beginning January the following year. He added that if there is any delay in processing the reviews and increases, the pay increase would be retroactive. Ms. Raines stated that it would be the Board Chair for the period being reviewed responsible for performing the reviews and noted that it would be an increase up to 3% for 2024. Mr. Zumbo noted that the policy would need to be crafted and reviewed by the Committee and then presented to the Board. Karley Frankic pointed out that there will be no Committee meeting in January. Ms. Raines will prepare an employee review protocol with Jane Cooper before presenting it to the Board of Commissions at the January 8th Board meeting.

a. Motion – Consider a motion to approve the Employee Review Protocol

Ms. Raines motioned to draft an Employee Review Protocol to present to the Board of Commissioners at the January 8<sup>th</sup> Board Meeting that lays out a process for employee reviews being conducted at the end of each calendar year with the increase beginning January 1<sup>st</sup> and the employee reviews to be conducted by the Board Chair and Vice-Chair. Ms. Bondio seconded the motion, and it was approved.

9. Discussion – Discussion by Committee to review a Request for Proposal for Information Technology Support Services See

attached document. Mr. Zumbo reviewed the Request for Proposal (RFP) with the Committee and stated that he felt that having the electronic backup copy of the proposal on a flash drive could be a security risk. He asked if this could be revised on page four of the RFP, suggesting changing the electronic backup method from a flash drive to an email sent to the FQMD Coordinator. Mr. Zumbo stated that with this revision, lines one, two, and four would be removed from the RFP. The Committee agreed with this revision. Ms. Bondio pointed out that this would mean the line regarding "accepting proposals by fax or email that are not sealed" on page four would need to be omitted. Ms. Raines stated that spelling errors on page five will also need to be revised. Mr. Zumbo asked if there was a line item in the 2024 FQMD budget for Information Technology Support Services. John Foard answered yes, stating that it was included in the line item "Office Supplies and Software." Mr. Zumbo suggested that the proposals be submitted by Friday, February 2<sup>nd</sup>, 2024, noting that it can then be discussed at the February 6<sup>th</sup> Committee meeting and the February 19<sup>th</sup> Board meeting. Ms. Frankic asked when the RFP should be released to the public. Mr. Zumbo answered December 12<sup>th</sup>, the day after the December Board meeting.

**a.** Motion – Consider a motion to recommend to the Board of Commissioners approval of a Request for Proposal for Information Technology Support Services

Ms. Klein motioned to approve the amended Request for Proposal for Information Technology Support Services for French Quarter Management District staff. Ms. Bondio seconded the motion, and it was approved.

10. Discussion – Discussion by Committee of Adopting a Public Meeting Policy for Accommodating Members of the Public Who Have a Disability Recognized by the Americans with Disabilities Act, or Their Caretakers

See attached document. Ms. Klein reported that there is new legislation regarding the Americans with Disabilities Act (ADA) to ensure ADA compliance with all State and quasi-State Agency public meetings. She noted that because the FQMD does not have membership throughout the entire State, the FQMD cannot have electronic meetings. Ms. Klein stated that if a person who has a disability which is recognized by the ADA and cannot attend a public meeting held by the FQMD, accommodations must be made. She added that this also applies to any Commissioners or Committee members who may not attend a meeting in person due to a disability. Ms. Klein noted that this does not relieve other Commissioners or Committee members from their responsibility of attending Committee and Board meetings. Ms. Frankic added that the public comment policy adhered to by

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the FQMD already allows for written public comment, but with the new legislation the purchase of a speaker phone is required so individuals can listen in on meetings.

**a.** Motion – Consider a motion to adopt a Public Meeting Policy for accommodating members of the public who have a disability recognized by the Americans with Disabilities Act, or their caretakers

Ms. Klein motioned to approve the Open Meeting Via Electronic Means Policy to be presented to the Board of Commissioners for approval. Ms. Bondio seconded the motion, and it was approved.

11. Discussion – Discussion by Committee of State Cooperative Endeavor Agreement and Budget Recommendations

See attached documents. Ms. Frankic reported that revisions have been made to the "deliverables 2.2" and to attachment "A". She noted that FQMD attorney Sharonda Williams has reviewed the document as well as Ms. Cooper, Ms. Raines, and Glade Bilby. Mr. Zumbo noted that even though the Livability Committee is meeting tomorrow and has not fully discussed their proposals, the Finance and Development Committee can still approve of the proposals at this point in time with the understanding that the Livability Committee can further discuss and revise the inner details. The Committee moved on to discuss the budget recommendations, starting with the expansion of the Upper Quarter Patrol (UQP). Mr. Zumbo pointed out that if this expansion is successful, it could potentially become a reoccurring program. Ms. Cooper pointed out that Cpt. LeJon Roberts of the NOPD stated that the UQP is a valuable asset to the Eighth District and is in full support of the expansion. She noted that the Security and Enforcement Committee unanimously approved moving this expansion forward. Ms. Raines stated that the next line item, "public awareness campaign", would be for each program implemented through the State appropriation funding. Ms. Frankic reported that the next line item, the acquisition of additional trash receptacles, will be discussed further tomorrow at the Livability Committee meeting and noted that if the FQMD purchases these additional receptacles, the City will pay the cost of servicing them. She added that this will also meet Keep the Quarter Clean obligations for 2024 as affiliates of Keep Louisiana Beautiful. Mr. Zumbo moved on to review the Glass Half Full French Quarter glass recycling spreadsheet with the Committee. He asked if there would be recyclable drop off locations in the French Quarter. Ms. Frankic answered that there will be three subsites within the Quarter that would be managed by Glass Half Full staff. Ms. Cooper pointed out that the program will not continue past the appropriation funding. The Committee discussed revisions regarding the residential versus commercial costs within the program spreadsheet, stating that they need to be swapped within the budget. Mr. Zumbo pointed out that this program will reduce the poundage of waste and will greatly benefit the City.

Ms. Frankic reviewed the North Rampart safety initiatives with the Committee, stating that some of the plans within this initiative are replacing the plastic flex posts, painting out the curb extensions further, and putting up high-visibility crosswalk signage. She noted that the Livability Committee has put a lot of work into this program and wants to focus on implementing items that can be done independently from the City. Mr. Zumbo stated that he is in full support of this program and noted that it has already received support from Commissioners and Committee members. Mr. Bilby presented a proposal for the Esplanade Cultural Landmarks Corridor Project to be considered for the State appropriation funding, stating that the cost of this project would amount to \$250,000. He noted that Esplanade Avenue has cultural significance with architecture and history and informed the Committee that this project is broken into three categories: installation of lighting, installation of bollards, and installation of landscaping. He pointed out that this program would follow everything required in the CEA, including economic benefits, improvement of safety and security, and improvement of quality of life. Ms. Raines stated that this proposal needs to follow the due process that all of the previously proposed programs have followed, pointing out that if he wants to move this forward, he would need to present this budget proposal for public discussion and vetting at a Government Affairs Committee meeting before the December Board meeting. Ms. Frankic added that if Mr. Bilby would like to have a Government Affairs Committee meeting on Monday morning, an approved agenda must be posted online 24 business hours before the meeting is held. Mr. Zumbo stated that the Committee can agree with the CEA and budget presented today, with the understanding that details within the proposed program budgets may be revised further at the Livability Committee and Government Affairs Committee.



**a.** Motion – Consider a motion to recommend to the Board of Commissioners approval of the State Cooperative Endeavor Agreement and Budget Recommendations

Ms. Raines motioned to approve the State Cooperative Endeavor Agreement without the appendices B through E and to approve the budget recommendations as presented with the \$250,000 addition of the Esplanade Cultural Landmarks Corridor Project when approved by the Government Affairs Committee, as well as the amended Glass Half Full proposal for glass recycling for coastal restoration, the acquisition of trash receptacles, and the North Rampart Street safety initiatives when approved by the Livability Committee. Ms. Klein seconded the motion, and it was approved.

12. Discussion – Discussion by Committee to review a Supplemental 2024 French Quarter Economic Development District Budget

See attached documents. Mr. Zumbo reviewed the supplemental 2024 French Quarter Economic Development District (FQEDD) budget with the Committee noting that both the Rapid Rehousing Program and the Covenant House Outreach have been added into this revised FQEDD budget. Ms. Raines reported that at the November FQEDD Agreement Monitors meeting a compromise was made between the CAO's office and the FQMD. She noted that the final budget request was decreased to \$365,000 by removing an additional house case manager, the administration fee, and the housing navigation services. Mr. Zumbo stated that he supports this program, stating that he believes it could show long-term benefits for the City. Ms. Klein asked if key performance indices (KPIs) will be made to monitor the successes of the program and to show the effect the program has on the French Quarter. Ms. Raines answered yes, and noted that at the December Agreement Monitors meeting, KPIs will be mapped out for the program and all other FQEDD programs for 2024. Mr. Bilby stated that he felt that the FQEDD funding should be focused on public safety and pointed out the decrease in the number of police officers in the District. Ms.

Raines replied that homelessness assistance is in the ballot measure and stated that she felt a good comprise with the City was met. She noted that if an individual is moved onto a permanent long-term housing voucher, the Rapid Rehousing funding can go back into the Trust Fund to help the next individual, adding that the funds could potentially house more than 20 people during the pilot program. She stated that the surplus columns have not been vetted and should be removed, pointing out that the balance forward on the document is incorrect and needs to be recalculated.

a. Motion – Consider a motion to recommend to the Board of Commissioners approval of a Supplemental 2024 French Quarter Economic Development District Budget

Ms. Raines motioned to recommend the supplemental 2024 French Quarter Economic Development District budget for fiscal year 2024 to the Board of Commissioners for final approval with the elimination of the columns to the right of the document. Ms. Klein seconded the motion, and it was approved.

13. New Business – To consider and take action upon any other matters that may properly come before the French Quarter Management District Finance & Development Committee

No new business was discussed.

**14.** Next Meeting Date:

The next scheduled meeting of the Committee is Tuesday, February 6<sup>th</sup>, 2024 at 3:00 pm.

15. Adjournment

Ms. Raines made a motion to adjourn. Ms. Bondio seconded the motion, and the meeting was adjourned at 4:45 pm.

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2024\_FQMD\_Calendar 2024 Schedule

# French Quarter MANAGEMENT DISTRICT

2024	Board of Commissioners	Finance & Dev Cmte	Gov Affairs Cmte	Livability Cmte	Security & Enforcement Cmte	FQEDD Agreement Monitors
SCHEDULE	2nd Monday of the Month, no August mtg	Quarterly on the 1st Tuesday of the Month until August then Monthly	th until August basis		4th Monday of the Month	3rd Monday of the Month
	except holidays, then 3rd Monday	except holidays, then 2nd Tuesday		Except holidays, then the 1st Wednesday	except holidays, then 3rd Monday	Except on holidays, then when parties agree to reschedule
LOCATION	The Historic New Orleans Collection (Williams Research Center)	FQMD Office 400 N. Peters Suite 206	FQMD Office 400 N. Peters Suite 206	Covenant House of New Orleans	Bienville House	Bienville House
TIME	14:00	15:00	14:00	15:00	11:00	12:30
CHAIR	Cooper	Zumbo	Bilby	Gasperecz	Pendleton	Cooper
VICE-CHAIR	Gasperecz	Raines	Pendleton	Holmes	Dietz	Gasperecz / Pendleton designee?
January	1/8/2024		1/3/2024		1/22/2024	1/29/2024
February	2/19/2024	2/6/2024		2/5/2024	2/26/2024	2/26/2024
March	3/11/2024		3/6/2024	3/4/2024	3/25/2024	3/25/2024
April	4/8/2024	4/2/2024		4/1/2024	4/22/2024	4/29/2024
May	5/13/2024		5/8/2024	5/6/2024	5/20/2024	5/20/2024
June	6/10/2024	6/4/2024		6/3/2024	6/24/2024	6/24/2024
July	7/8/2024		7/3/2024	7/1/2024	7/22/2024	
August	-	8/6/2024		8/5/2024		
September	9/9/2024	9/3/2024		9/4/2024		
October	10/14/2024	10/1/2024		10/7/2024		
November	11/12/2024					
December	12/9/2024	12/3/2024		12/2/2024	12/16/2024	12/30/2024

	January											
CW	Su	Мо	Tu	We	Th	Fr	Sa					
1		1	2	3	4	5	6					
2	7	8	9	10	11	12	13					
3	14	15	16	17	18	19	20					
4	21	22	23	24	25	26	27					
5	28	29	30	31								

March												
CW	Su	Мо	Tu	We	Th	Fr	Sa					
9						1	2					
10	3	4	5	6	7	8	9					
11	10	11	12	13	14	15	16					
12	17	18	19	20	21	22	23					
13	24	25	26	27	28	29	30					
1.1	21											

May												
CW	Su	Mo	Tu	We	Th	Fr	Sa					
18				1	2	3	4					
19	5	6	7	8	9	10	11					
20	12	13	14	15	16	17	18					
21	19	20	21	22	23	24	25					
22	26	27	28	29	30	31						

	July											
CW	Su	Мо	Tu	We	Th	Fr	Sa					
27		1	2	3	4	5	6					
28	7	8	9	10	11	12	13					
29	14	15	16	17	18	19	20					
30	21	22	23	24	25	26	27					
31	28	29	30	31								

	September											
CW	Su	Mo	Tu	We	Th	Fr	Sa					
36	1	2	3	4	5	6	7					
37	8	9	10	11	12	13	14					
38	15	16	17	18	19	20	21					
39	22	23	24	25	26	27	28					
40	29	30										

November											
CW	Su	Mo	Tu	We	Th	Fr	Sa				
44						1	2				
45	3	4	5	6	7	8	9				
46	10	11	12	13	14	15	16				
47	17	18	19	20	21	22	23				
48	24	25	26	27	28	29	30				

- \*Board of Commissioners Meetings begin at 2:00pm
- \*Finance and Development Committee Meetings begin at 3:00pm
- \*Livability Committee Meetings begin at 3:00pm
- \*Security and Enforcement Committee Meetings begin at 11:00am

	February											
CW	Su	Mo	Tu	We	Th	Fr	Sa					
5					1	2	3					
6	4	5	6	7	8	9	10					
7	11	12	13	14	15	16	17					
8	18	19	20	21	22	23	24					
9	25	26	27	28	29							

April											
CW	Su	Mo	Tu	We	Th	Fr	Sa				
14		1	2	3	4	5	6				
15	7	8	9	10	11	12	13				
16	14	15	16	17	18	19	20				
17	21	22	23	24	25	26	27				
18	28	29	30								

June							
CW	Su	Mo	Tu	We	Th	Fr	Sa
22							1
23	2	3	4	5	6	7	8
24	9	10	11	12	13	14	15
25	16	17	18	19	20	21	22
26	23	24	25	26	27	28	29
27	30						

	August							
CW	Su	Mo	Tu	We	Th	Fr	Sa	
31					1	2	3	
32	4	5	6	7	8	9	10	
33	11	12	13	14	15	16	17	
34	18	19	20	21	22	23	24	
35	25	26	27	28	29	30	31	

	October							
CW	Su	Mo	Tu	We	Th	Fr	Sa	
40			1	2	3	4	5	
41	6	7	8	9	10	11	12	
42	13	14	15	16	17	18	19	
43	20	21	22	23	24	25	26	
44	27	28	29	30	31			

	December								
	CW	Su	Мо	Tu	We	Th	Fr	Sa	
I	49	1	2	3	4	5	6	7	
ſ	50	8	9	10	11	12	13	14	
I	51	15	16	17	18	19	20	21	
ſ	52	22	23	24	25	26	27	28	
		29	30	31					

Date	Description
Jan.	1st HOLIDAY: New Year's Day

Jan. 3rd Government Affairs Committee Meeting Jan. 8th Board of Commissioners Meeting

Jan. 15th HOLIDAY: Martin Luther King Jr. Day Jan. 22nd Security and Enforcement Committee Meeting

Feb. 5th Livability Committee Meeting

Feb. 6th Finance and Development Committee Meeting

Feb. 13th HOLIDAY: Mardi Gras Day

Feb. 19th Board of Commissioners Meeting

Feb. 26th Security and Enforcement Committee Meeting Mar. 4th Livability Committee Meeting

Mar. 6th Government Affairs Committee Meeting

Mar. 11th Board of Commissioners Meeting

Mar. 25th Security and Enforcement Committee Meeting

Mar. 29th HOLIDAY: Good Friday

Apr. 1st Livability Committee Meeting

Apr. 2nd Finance and Development Committee Meeting

Apr. 8th Board of Commissioners Meeting

Apr. 22nd Security and Enforcement Committee Meeting

May 6th Livability Committee Meeting
May 8th Government Affairs Committee Meeting

May 13th Board of Commissioners Meeting

May 20th Security and Enforcement Committee Meeting

May 27th HOLIDAY: Memorial Day

Jun. 3rd Livability Committee Meeting

Jun. 4th Finance and Development Committee Meeting

Jun. 10th Board of Commissioners Meeting

Jun. 19th HOLIDAY: Juneteenth

Jun. 24th Security and Enforcement Committee Meeting

Jul. 1st Livability Committee Meeting

Jul. 3rd Government Affairs Committee Meeting Jul. 4th HOLIDAY: Independence Day

Jul. 8th Board of Commissioners Meeting

Jul. 22nd Security and Enforcement Committee Meeting

Aug. 5th Livability Committee Meeting

Aug. 6th Finance and Development Committee Meeting

Aug. 26th Security and Enforcement Committee Meeting Sep. 2nd HOLIDAY: Labor Day

Sep. 3rd Finance and Development Committee Meeting

Sep. 4th Livability Committee Meeting

Sep. 9th Board of Commissioners Meeting

Sep. 23rd Security and Enforcement Committee Meeting

Oct. 1st Finance and Development Committee Meeting

Oct. 7th Livability Committee Meeting

Oct. 14th Board of Commissioners Meeting

Oct. 28th Security and Enforcement Committee Meeting

Nov. 4th Livability Committee Meeting

Nov. 5th Finance and Development Committee Meeting

Nov. 6th Government Affairs Committee Meeting

Nov. 11th HOLIDAY: Veteran's Day

Nov. 12th Board of Commissioners Meeting

Nov. 25th Security and Enforcement Committee Meeting

Nov. 28th HOLIDAY: Thanksgiving Day

Nov. 29th HOLIDAY: Day after Thanksgiving Day

Dec. 2nd Livability Committee Meeting

Dec. 3rd Finance and Development Committee Meeting

Dec. 9th Board of Commissioners Meeting

Dec. 16th Security and Enforcement Committee Meeting Dec. 25th HOLIDAY: Christmas

Date	Description
Jan. 1st	New Year's Day
Jan. 15th	Martin Luther King Jr. Day
Feb. 13th	Mardi Gras Day
Mar. 29th	**Good Friday
May 27th	Memorial Day
Jun. 19th	Juneteenth
Jul. 4th	Independence Day
Sept. 2nd	Labor Day
Nov. 11th	Veteran's Day
Nov. 28th	Thanksgiving Day
Nov. 29th	**Day After Thanksgiving
Dec. 25th	Christmas

FQMD Office is closed on these holidays.

\*\* Floater Holiday: The FQMD office may be open depending on staff availability

# AGREEMENT AMENDMENT EXTENSION # 4

This amendment by and between the French Quarter Museum Association and French Quarter Management District shall be effective as of the date this Amendment is fully executed.

Cooperative Endeavor Agreement Date: 06/28/2019

Current Agreement Term: 07/01/2022 – 12/31/2023

BACKGROUND AND PURPOSE. The Agreement is in effect through the Current Agreement Term provided above. The parties hereto now desire to amend the Agreement to extend for an additional term of twelve (12) months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. AGREEMENT EXTENSION. The parties hereby agree that the Agreement will be extended for an additional period of time as follows:

Beginning Date of New Agreement Term:

01/01/2024 End Date of New Agreement Term:

12/31/2024

The parties agree the Agreement will expire at midnight on the date defined as the "End Date of the New Agreement Term" unless the parties agree to extend the Agreement for an additional period of time.

- 2. SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 3. ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the Agreement (including any written amendments thereto), collectively, are the complete Agreement of the parties and supersede any prior Agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

	Date:
Daniel Hammer, President and CEO The Historic New Orleans Collection	
	Date:
Heidi Raines, Board Chair French Quarter Management District	_

# MEMORANDUM OF UNDERSTANDING between the NEW ORLEANS & COMPANY and the FRENCH QUARTER MANAGEMENT DISTRICT

# GENERAL OPERATIONS FUNDING

THIS MEMORANDUM OF UNDERSTANDING ("<u>Agreement</u>") is made and entered into on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2023 (the "<u>Effective Date</u>"), by and between the New Orleans & Company (the "<u>Company</u>"), a Louisiana nonprofit corporation, herein represented by Walter J. Leger III, Executive Vice-President & General Counsel, and the French Quarter Management District (the "<u>FQMD</u>"), a political subdivision of the state of Louisiana, represented by its Chair, Heidi Raines (sometimes collectively referred to herein as the "<u>Parties</u>");

WHEREAS, the Company has levied an assessment against its hotel and motel members as percentage of room revenues collected from the sale and use of hotel or motel rooms in Orleans Parish (the "Assessment") pursuant to La. R.S. 21:201 through 208 (the "Act") which took effect on April 1, 2014 following (1) the affirmative vote by such members in favor of the Assessment in a referendum as contemplated by the Act and (2) a final resolution imposing such assessment by the Board of Directors of the Company;

WHEREAS, contingent on the continuation of the Company's levying and collection of the Assessment, the Company has agreed to provide the FQMD with funding for one year from the effective date of this Agreement for the purpose of supporting the general operations of the FQMD;

WHEREAS, the FQMD has hired an Executive Director and a Coordinator, obtained office space, and purchased insurance;

NOWTHEREFORE, the Company and the FQMD, each having authority to do so, hereby agree as follows:

## I. OBLIGATIONS OF THE PARTIES

A. Obligation of the Company. Contingent on the continuation of the Company's levying and collection of the Assessment, the Company hereby agrees to provide the FQMD SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for 2024 on or before December 27, 2023, and a second SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for 2024, on or before June 23, 2024 ("Funding"). For the purpose of providing funding for FQMD to: pay the salary(ies) and employee benefits for an Executive Director and/or a Coordinator ("Staff"); pay taxes, bookkeeping, and accountant fees related to such Staff ("Taxes and Fees"); provide Staff with office resources such as, but not limited to, computer(s), phone(s), printing machine(s), and other office equipment, utilities, and/or

- supplies ("Resources"); and obtain insurance related to having a Staff and an office ("Insurance").
- B. <u>Obligation of the FQMD.</u> In return for the Funding, the FQMD hereby agrees to use the Funding solely to pay the salary and employee benefits of Staff, pay Taxes and Fees, purchase and/or rent Resources for Staff, and/or pay Insurance for the Staff and the office.

### II. DURATION

The term of this Agreement shall be one (1) year from the Effective Date ("Term").

The Funding shall end the date the first of the following occurs: 1) The discontinuation of the Company's levying and collection of the Assessment, 2) the Term of this Agreement ends, or 3) the FQMD uses the Funding it receives under this Agreement inconsistent with FQMD's Obligation set forth in Section B of Article I of this Agreement.

### III. BRFACH

The Company may suspend any Funding due to the FQMD under this Agreement if the FQMD uses any Funding it receives under this Agreement inconsistent with FQMD's Obligation set forth in Section B of Article I of this Agreement.

In the event of a breach and/or the termination of this Agreement, the Company shall not be entitled to the return of any Funding disbursed and/or used for the purposes set forth in Article I of this Agreement; nonetheless, the Company shall be entitled to the return of any Funding that the FQMD has not expended and/or has expended in breach of this Agreement.

# IV. NOTICES

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement shall be given in writing by email and hand-delivered letter, as follows:

# 1. To the Company:

Walter J. Leger III
Executive Vice-President & General Counsel
New Orleans & Company
2020 St. Charles Ave.
New Orleans, LA 70130
walt@neworleans.com

&

Tammie Boteler Vice President of Finance New Orleans & Company 2020 St. Charles Ave. New Orleans, LA 70130

# 2. To the FQMD:

Heidi Raines Chair, Board of Commissioners of the French Quarter Management District 400 N. Peters Street, Suite 206 New Orleans, LA 70130

&

Karley Frankic
Executive Director, French Quarter Management District
400 N. Peters Street, Suite 206
New Orleans, LA 70130
Kfrankic@fgmd.org

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. Each Party is responsible for notifying the other in writing that references this Agreement of any changes in an address set forth above.

# v. MISCELLANEOUS PROVISIONS

- A. <u>Prohibition Against Financial Interest in Agreement</u>. Except as expressly stated in Article I of this Agreement, no elected official, appointed official or employee of the FQMD shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the FQMD, will render this Agreement voidable by the Company.
- B. <u>Audit and Other Oversight.</u> 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 five (5) years.
- C. <u>Jurisdiction</u>. The Parties consent and yield to the jurisdiction of the Civil District Court of the Parish of Orleans.
- D. <u>Governing Law</u>. Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the state of Louisiana.
- E. <u>Rules of Construction</u>. This Agreement has been reviewed by all 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 all Parties. 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. The singular number includes the plural, where appropriate. Neither this Agreement, nor any uncertainty or ambiguity herein, shall be construed or resolved in favor of, or against, either Party on the basis of which Party drafted the language.
- F. <u>Severability</u>. The Parties intend all provisions of this Agreement to be enforced to the fullest

extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

- G. <u>Survival of Provisions</u>. All representations and warranties and all responsibilities regarding record retention, access, and ownership, and cooperation with investigations of the Office of Inspector General or the Legislative Auditor of the state of Louisiana, shall survive the termination of this Agreement and continue in full force and effect.
- H. <u>No Third-Party Beneficiaries</u>. This Agreement is entered into for a public purpose for the benefit of the public within the Area, and the Parties expressly disclaim any intent to benefit any particular person except as expressly stated in Article I of this Agreement.
- I. <u>Non-Waiver</u>. 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 shall not affect or be deemed a waiver of any Party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.
- J. Agreement Binding. This Agreement is not assignable by either Party.
- K. <u>Modifications</u>. This Agreement shall be modified only by written amendment executed by authorized representatives of the Parties.
- L. <u>Complete Agreement</u>. This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the Parties with regard to the terms, obligations, and conditions of this Agreement.

IN WITNESS WHEREOF, on this	day of	2023, the Company and
the FQMD, through their duly authorized re	epresentatives, execute this Agre	eement.
FRENCH QUARTER COMPANY MANAGEMENT DISTRICT	NEW ORLEANS &	
BY:	BY:	
HEIDI RAINES,	WALTER J. LEGER III,	
CHAIR	EXECUTIVE VICE-PRESIDENT	Γ & GENERAL COUNSEL

# Upper Quarter Patrol, formerly known as Royal Street Patrol, Cooperative Endeavor Agreement

Amendment-Extension #3

This amendment by and between the New Orleans & Company and French Quarter Management District shall be effective as of the date this Amendment is fully executed.

Cooperative Endeavor Agreement Date: 02/01/2022

Current Agreement Term: <u>02/01/2022 – 12/31/2023</u>

BACKGROUND AND PURPOSE. The Agreement is in effect through the Current Agreement Term provided above. The parties hereto now desire to amend the Agreement to extend for an additional term of twelve (12) months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. AGREEMENT EXTENSION. The parties hereby agree that the Agreement will be extended for an additional period of time as follows:

Beginning Date of New Agreement Term: 01/01/2024

End Date of New Agreement Term: 12/31/2024

The parties agree the Agreement will expire at midnight on the date defined as the "End Date of the New Agreement Term" unless the parties agree to extend the Agreement for an additional period of time.

- 2. SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 3. ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the Agreement (including any written amendments thereto), collectively, are the complete Agreement of the parties and supersede any prior Agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

	Date:	
Walter J. Leger III, Executive Vice-Pres	ident & Gene	ral Counsel
New Orleans & Company		
	Date:	
Heidi Raines, Board Chair		
French Quarter Management District		



# Request for Professional Services Proposals Information Technology Services

December 12, 2023

The French Quarter Management District is a state political subdivision 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.

### I. REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Commissioners of the French Quarter Management District ("FQMD") is seeking proposals from one or more qualified professional technology vendors ("Respondents") for a full range of Information Technology ("IT") Support Services. The qualified vendor will provide necessary technical services that will enable FQMD to:

- Serve as the outsourced IT and network consultant for an organization with two full-time staff and a thirteen-person board of commissioners.
- Ensure the efficient procurement and operation of its computer systems, internet network, and key applications used by staff and executive board members.
- Minimize spending and maximize the ROI for expenditures on technology support.
- Consult on the security and operability of FQMD's computer system and IT infrastructure.
- Provide technical assistance when requested by FQMD staff. The ideal vendor will resolve computer systems and network issues in accordance with standard and acceptable maintenance and support benchmarks. The successful vendor will be expected to implement and maintain a help desk service that efficiently and consistently responds to the needs of FQMD staff and ensure that there is no significant computer downtime during working hours in the New Orleans office. The ideal vendor will provide support by an engineer on an as needed. The vendor is expected to report on the status of technology issues and communicate effectively with FQMD staff.

FQMD contemplates award of a time and materials contract for one base year with an option for additional years of service contingent upon performance during the first year.

FQMD is NOT required to award any Agreement based solely on proposal pricing and may cancel this Request For Proposals ("RFP") and not award an Agreement in its sole discretion for any reason.

FQMD is subject to the Louisiana Public Records Law, La. R.S. 441:1, *et seq.*, which governs the public disclosure of certain records maintained by the FQMD. Proposal submission materials will generally be made available for inspection and copying upon written request, except when exempted from disclosure by law.

Costs of preparation or any other costs incurred to respond to the RFP and any costs associated with any administrative or judicial proceedings resulting from the solicitation process are the sole responsibility of the Respondent.

### II. SCOPE OF SERVICES

This section summarizes the services to be provided to FQMD. FQMD is looking for a firm that will provide a consistently high level of IT customer service, maintenance, and support. FQMD expects the vendor proposal to define, in detail, the approach to be used to service and improve its existing computer system infrastructure and meet future requirements in a cost-effective manner. Each proposal should take into consideration the following key requirement areas (See A thru H of this section); and each firm must be equipped to meet each requirement area.

- **A.** Initial Assessment: Review of inventory, update network diagram, assessment of system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by March 15, 2024, and each September 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.
- **B.** Convert FQMD office operating and hosting software and applications from Google to Microsoft utilizing Government Plan from Microsoft, assure secure backup of all data and functionality during transition, and provide training to staff on new operating platform, programs, and applications associated with the transition.
- C. Desktop Application Support: Performance of basic support functions, including the installation of PC's, laptops, mobile devices, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PC's, laptops and mobile devices for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer- related hardware, to be available to designated FQMD personnel upon request.
- **D.** Workstation Administrative Services: Management of networks and computer systems, including SaaS applications, Saas databases, messaging, associated hardware, software, communications, and operating systems necessary for performance, security, reliability, and recoverability of the systems.
  - Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for on-site visits, remote support, and telephone support is available; development of operations and quality assurance for backup plans and procedures are being followed.
  - Configuration management, including changes, upgrades, patches, etc. is maintained; management and security of user login credentials are documented, and support of software products relating workstations; timely response to repair and maintenance work for the user.
- E. Network Administration Services: Maintenance and support of network equipment, including switches, firewalls, routers, and other security devices are included. Installation and maintenance of printers, scanners, network devices et al; analysis, routine configuration

changes, and installation of patches and upgrades; minor cabling as needed; alert notifications in case of failure of equipment. Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting is required.

Maintenance of network documentation for daily, weekly, and monthly services is required.

- F. Email, Security and Backup Efforts: Maintenance of organizational email accounts using the FQMD domain and Microsoft Government Account, adding, changing, and/or deleting FQMD employee accounts as requested; maintenance of virus-detection programs on the FQMD servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to designated FQMD point of contact are required. Voice of Internet Phone: Setup and maintain functionality of systems and hardware for VoIP telephone network and software.
- G. Other General Requirements:

In addition to the requirements outlined in sections A-F of this RFP, the successful firm will reflect a demonstrated ability to respond to staff requirements in the following areas:

- 1. an ability to research and identify software solutions that meet the needs of FQMD staff;
- 2. identification and resolution of redundancies in FQMD's current computer system environment;
- **3.** effective communication with staff to keep them updated on the progress of troubleshooting issues.
- H. Not Included: The contract to be awarded does not obligate FQMD to purchase computer equipment, hardware devices, cabling, licenses, software et al from the successful vendor. Replacement parts are not part of this contract. The scope also does not include computer equipment and networks not owned by FQMD.

## III. PROPOSAL REQUIREMENTS

# A. Written Proposals

The following shall be included in the bound submission:

- 1. Minimum Qualifications Summary (16-page limit): Respondents should provide a summary stating how they meet the evaluation criteria set forth in Section III A through F.
- 2. Resumes & List of Referrals: Respondents should include detailed resumes or curricula vitae for the principals performing the Services and a list of referrals in accordance with Section III B.
- 3. Price Proposal: Respondents should provide the hourly flat rate and annual maximum fee it proposes to charge FQMD to provide the Services in a separate sealed envelope, marked with the Respondent's name and "Request for Proposals Information Technology Support Services."
- 4. Authorized Signatory: Respondents should provide the name of the individual who will be authorized

to sign an Agreement on its behalf if the event that its proposal is accepted; including his/her contact information.

By responding to this RFP, Respondent agrees to FQMD's Agreement, which is attached hereto, and therefore waives any future right to contest the provisions set forth therein.

# B. Additional/Optional Information

The following may be included in Respondents' bound submissions:

1. Professional reference letters, limited to three (3), preferably directly related to work/services that are similar to the Services to be performed under this procurement.

# C. Submission Instructions

Written proposals, required forms, and additional/optional information shall be submitted in a sealed box/envelope and contain the following: A complete electronic copy of the proposal on emailed to coordinator@fqmd.org

In the event of any inconsistencies between the bound proposal and the electronic copy, FQMD reserves the right to accept the version with the terms most favorable to FQMD.

Proposals shall be delivered to the Coordinator, Board of Commissioners of the French Quarter Management District, 400 N. Peters Street, Suite 206, New Orleans, LA 70130, no later than 11:00 a.m. (CST) on Friday, February 2, 2024. FQMD will not accept proposals after this deadline or allow any Respondent to change or submit additional information after the deadline.

Proposals will only be accepted Monday through Friday, excluding holidays, from 8:30 a.m. to 4:30 p.m.

Any Respondent failing to submit any material information (as determined by Coordinator) will be considered non-responsive.

### IV. BOARD CONTACT

All questions, correspondence, inquiries, and other communications regarding this procurement shall be directed to Board of Commissioners of the French Quarter Management District, Coordinator, 400 N. Peters Street, Suite 206, New Orleans, LA 70130 or <a href="mailto:coordinator@fqmd.org">coordinator@fqmd.org</a> no later than 5:00 p.m. (CST) on Tuesday, January 2, 2024. All questions will be answered via addenda and will be posted on the FQMD's website at: <a href="https://fqmd.org/opportunities">https://fqmd.org/opportunities</a>

# V. TENTATIVE SCHEDULE

# Anticipated Proposal Timetable:

RFP Release
Respondents' Questions Due
Proposal Submissions Due

Tuesday, December 21, 2023 Tuesday, January 2, 2024 Friday, February 2, 2024 FQMD will make every effort to administer the proposal process in accordance with the terms and dates outlined in the request for proposals, but FQMD reserves the right to modify the proposal process and dates as deemed necessary.

# VI. ETHICS

FQMD calls the attention of all potential Respondents to the Louisiana Ethics Code, La. R.S. 42:1101, et seq. Those laws prohibit FQMD from doing business with any of its current directors or those who have served on the FQMD within the past two (2) years or from doing business with certain companies with which the following persons are connected.

2023 Commissioners:	Commissioners Serving in the Past Two
	Years:
David Bilbe	Gail Cavett
Glade Bilby	Brittany Mulla McGovern
Christine Bondio	Jack Rizzuto
Steve Caputo	Robert Watters
Jane Cooper	
Matthew Emory	
Jerome A. "Alex" Fein	
Mamie Gasperecz	
Susan "Sue" Klein	
Christian Pendleton	
Heidi Raines	
Robert "Bob" Simms	
Frank Zumbo	

# VII. INSURANCE

Before an Agreement is executed, the selected Respondent must provide its current certificate(s) of insurance for the types and amounts of coverage as indicated in the Agreement.

# FRENCH QUARTER MANAGEMENT DISTRICT

# Request for Professional Services Proposals: Information Technology Services <u>FORM KPI</u>

# KEY PERSONNEL INFORMATION

Include Key Personnel Employed by Prime and any Sub-Consultants Complete

Chart as Applicable Specifically to this Proposal

Lead Personnel	Name	Years of Applicable Experience	Professional Registration and/or Certification (if applicable)	Area of Expertise for this Contract (refer to minimum personnel requirements in RFQ	Firm Employed By for This Contract	Percent of Time Dedicated to This Contract	Primary Office Location (CITY, STATE)
Project Manager							

1 of 1

RFP
KPI – Key Personnel Information
KeyPersonnelnformation.doc

Prime Consultant Name: \_\_\_\_\_



# OPEN MEETINGS VIA ELECTRONIC MEANS POLICY

# AGENCY INELIGIBILITY

The French Quarter Management District does not meet the criteria pursuant to Act 393 to be eligible to conduct open public meetings via electronic means, because it has powers, duties, or functions that are limited in scope to a particular political subdivision or region.

# **DISABILITY ACCOMMODATIONS**

- **A.** Despite ineligibility to conduct open meetings via electronic means, nonetheless the French Quarter Management District is obligated to provide for participation via electronic means on an individualized basis by people with disabilities.
  - **B.** People with disabilities are defined as any of the following:
    - 1. A member of the public with a disability recognized by the Americans with Disabilities Act (ADA);
    - 2. A designated caregiver of such a person; or
    - 3. A participant member of the agency with an ADA-qualifying disability.
- **C.** The French Quarter Management District shall ensure that the written public notice for an open meeting, as required by R.S. 42:19, includes the name, telephone number and email address of the agency representative to whom a disability accommodation may be submitted.
- **D.** Upon receipt of an accommodation request, the designated agency representative is only permitted to ask if the requestor has an ADA-qualifying disability or is a caregiver of such a person (yes or no). The requestor shall not be required to complete a medical inquiry form or disclose the actual impairment or medical condition to support a disability accommodation request.
- E. The designated agency representative shall provide the requestor with the accommodation, including the teleconference and/or video conference link, for participation via electronic means as soon as possible following receipt of the request, but no later than the start of the scheduled meeting.
  - F. Participation via electronic means shall count for purposes of establishing quorum and voting.

# I. All State and Local Government Meetings

# A. Public Participation -- R.S. 42:14(E)

- Applies to all state and local public bodies, which is defined in the Open Meetings law as "village, town, and city governing authorities; parish governing authorities; school boards and boards of levee and port commissioners; boards of publicly operated utilities; planning, zoning, and airport commissions; and any other state, parish, municipal, or special district boards, commissions, or authorities, and those of any political subdivision thereof, where such body possesses policy making, advisory, or administrative functions, including any committee or subcommittee of any of these bodies [...]." R.S. 42:13(A)(3).
  - o The law specifically excludes the following public bodies from its provisions:
    - The legislature and committees thereof;
    - The State Board of Elementary and Secondary Education;
    - The Board of Regents;
    - The Board of Ethics or Ethics Adjudicatory Board;
    - The State Civil Service Commission;
    - The board of directors of the Louisiana Citizens Property Insurance Corporation;
    - The Louisiana Board of Commerce and Industry;
    - The board of supervisors for LSU, University of Louisiana System, Louisiana Community and Technical College System, Southern University System; and
    - Any parish board of election supervisors.
- All public bodies that have the capability to conduct electronic meetings (tele or videoconference) shall adopt rules, regulations and procedures to allow any member of the public with a disability recognized by the Americans with Disabilities Act (ADA), or caretaker of such person, to participate in its meetings if such person so requests.
- Public bodies that do not have such capability shall adopt rules to facilitate viable alternative methods for members of the public with an ADA disability to participate in its meetings if such person, or caretaker, so requests.
- State agencies, defined in R.S. 49:951 as all state entities except committees/boards of the Court and the Legislature, shall promulgate rules pursuant to the Administrative Procedures Act (APA).
- Requirements of R.S. 42:14(E) are not applicable during an properly held executive session or during any meeting that is sequestered in accordance with the law.

# B. Board Participation -- R.S. 42:17.2.1

- Applies to all state and local public bodies as defined in Open Meetings Law (R.S. 42:13(A)(3)) *except* the legislature and any parish board of election supervisors.
- Provides that a member of a public body who has a disability recognized by the ADA *shall* be allowed to participate and vote in a meeting via electronic means as defined in R.S. 42:17.2 (video or teleconference).
- Such a member's participation via electronic means shall also count towards the making of a quorum.
- Each public body is required to adopt rules, regulations and procedures to facilitate the requirements of R.S. 42:17.2.1(A).

2

• State agencies (as defined in R.S. 49:951) shall promulgate rules pursuant to APA.

# II. Non-Emergency Exception to 1/3 of Open Meetings of Statewide Boards

**R.S. 42:17.2** authorizes certain statewide public bodies to conduct up to 1/3 of their meetings via electronic means (video or teleconference) outside of a gubernatorially declared state of disaster or emergency provided certain special requirements, including notice, agenda publication, and public participation, are met. **This law is not related to ADA considerations.** 

# Public bodies to which this exception applies:

- This exception only applies to those public bodies that have "powers, duties, or functions that are not limited to a particular political subdivision or region and that conducts at least six regularly scheduled meetings in a calendar year." R.S. 42:17.2(H)(1).
  - Examples of such boards would be the State Bond Commission and most licensing or regulatory boards, such as the Pharmacy Board.
  - NOTE: the law specifically provides that licensing or regulatory bodies shall not conduct a disciplinary hearing or adjudication via electronic means.
     R.S. 42:17.2(H)(2).
- Additionally, specific public bodies that would otherwise meet the definition of R.S. 42:17.2(H)(1) are excluded from the provisions of this law as follows:
  - The legislature and committees thereof;
  - The State Board of Elementary and Secondary Education;
  - The Board of Regents:
  - The Board of Ethics or Ethics Adjudicatory Board;
  - The State Civil Service Commission;
  - The board of directors of the Louisiana Citizens Property Insurance Corporation;
  - The Louisiana Board of Commerce and Industry;
  - The board of supervisors for LSU, University of Louisiana System, Louisiana Community and Technical College System, Southern University System; and
  - Any parish board of election supervisors.

# Notice:

No later than 24 hours prior to the electronic meeting, the public body shall provide all of the following

- The notice and agenda for the meeting posted on the public body's website, emailed to any
  member of the public or the news media who requests notice and posted and distributed as
  otherwise required by law;
- Detailed information regarding how members of the public may participate in the meeting
  and submit comments regarding matters on the agenda, which information shall be posted on
  the website of the public body, emailed to any member of the public or the news media who
  requests notice of meetings of the public body.

# Meeting Requirements: R.S. 42:17.2(C)

• The presiding officer shall be present and shall preside over the meeting at an "anchor location," defined as the public location at which the public body holds in-person meetings or is specifically equipped with the technology necessary to meet via electronic means. This anchor location shall be open to the public and any member of the public shall be allowed to participate in person at the anchor location.

- The public body shall provide a mechanism to receive public comment electronically in the manner it prescribes prior to and, to the extent practical, during the meeting.
- The public body shall identify and acknowledge all public comments, inclusive of those received in person during the meeting (at the anchor location) and those received in writing or electronically prior to any submission deadline for the meeting and shall maintain those comments in its record of the meeting.
- The presiding officer shall ensure all of the following:
  - (a) That each person participating in the meeting is properly identified.
  - (b) That all parts of the meeting, excluding any matter discussed in executive session, are clear and audible to all participants in the meeting including the public.
  - (c) That the voting decision of each participating member of the public body on each matter is clearly identified during each vote during the meeting and recorded and included in the archive of the meeting.
- If the public body is aware of any technical problem that causes the meeting to no longer be audible/visible to the public, the meeting shall be recessed until the problem is resolved. If the problem is not resolved within one hour, the meeting shall be adjourned. The presiding officer shall make an effort to alert all participants to that fact.
- The meetings shall be recorded and made available to the public in an online archive located on the public body's website for at least two years.
- All documents made available to members of the public in attendance at the anchor location shall be made available electronically to members of the public participating electronically to the extent practicable.

# Quorum, Voting and Rules: 42:17.2(E)

- All members of the public body participating in a meeting held pursuant to R.S. 42:17.2, either at the anchor location or via electronic means, shall be counted for the purpose of establishing a guorum and may vote.
- Each public body conducting meetings pursuant to R.S. 42:17.2 shall adopt rules, regulations and procedures to allow the public to participate in the meeting via electronic means.

# Number of Electronic Meetings: R.S. 42:17.2(F)

- The number of electronic meetings is limited to no more than 1/3 of the meetings held in a calendar year.
- Additionally, the number of successive electronic meetings shall be limited to a reasonable number and a schedule shall be published indicating which upcoming meetings will be conducted in person and which will be electronic.
- Any public body that is strictly advisory or that primarily focuses on issues dealing with disabilities or assisting military families may conduct successive meetings electronically without limitation.

# Per diem R.S. 42:17.2(G)

 Members of a public body who participate in a meeting via electronic means are not eligible to receive a per diem.

# III. Disability Recognized by the Americans with Disabilities Act

The Americans with Disability Act (ADA), in 42 USC §12102, defines "disability" for the purpose of an individual under the ADA to mean:

- A physical or mental impairment that substantially limits one or more major life activities of the individual;
- A record of such an impairment; or
- Being regarded as having such an impairment.

The ADA further defines "major life activities" as including, but not limited to, the following:

- Caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working; and
- Operation of major bodily functions, such as functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

42 USC §12102(4) provides that disability shall be construed in favor of broad coverage of individuals, and that impairments may be temporary in nature and still constitute a disability for the purposes of the ADA.

The ADA itself does not define or identify specific medical conditions as constituting a disability. However, the Equal Employment Opportunity Commission (EEOC) and the U.S. Department of Justice: Civil Rights Division, who are tasked with enforcement of the ADA, have through rulemaking provided guidance that the following medical conditions, when substantially limiting major life activities, will likely constitute a disability for the purposes of the ADA:

- Blindness
- Deafness
- Intellectual disability
- Partial or complete missing of limbs or mobility impairments requiring a wheelchair
- Autism
- Cancer
- Cerebral palsy
- Diabetes
- Epilepsy

- Human Immunodeficiency Virus (HIV),
- Multiple sclerosis
- Muscular dystrophy
- Major depressive disorder
- Bipolar disorder
- Post-traumatic stress disorder (PTSD)
- Obsessive compulsive disorder (OCD)
- Schizophrenia

# Contact Sheet Act 447 2023 Regular Legislative Session

# Please complete all sections:

Legal Name of Entity: French Quarter Management

District Authorized Person: Heidi Raines, Board Chair

Contact Person, if different: Karley D. Frankic, Executive

Director Telephone Number: (504) 323-5801

Fax Number: <u>(504) 323-5780</u>

Email Address: kfrankic@fgmd.org

Fed Tax ID#: 26-2092304

Physical Address: 400 N. Peters Street, Suite 206, New Orleans, LA

70130 Mailing Address: 400 N. Peters Street, Suite 206, New

Orleans, LA 70130 Parish: Orleans

Legal Status of Entity \*: Local Governmental Authority

\* The legal status of the entity may be any of the following:

Sole Proprietorship

Partnership

Limited Liability Company

Municipality

Local Governmental Authority

Corporation

Non-profit Corporation

Non-Profit Religious Corporation

### STATE OF LOUISIANA

# COOPERATIVE ENDEAVOR AGREEMENT (Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and French Quarter Management District officially domiciled at 400 N. Peters Street, Suite 206, New Orleans, LA 70130, hereinafter referred to as "Contracting Party".

# ARTICLE I

# WITNESSETH:

- 1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and
- 1.2 WHEREAS, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 447 contains a line item appropriation within the Agency's budget for the benefit of French Quarter Management District of which the sum of One Million, Five Hundred THOUSAND & NO/100 (\$1,500,000) DOLLARS has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;
- 1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;
- 1.4 WHEREAS, the public purpose is described as: Strengthen the District as a vital component of Louisiana's tourism industry; aid in the preservation of the District's architecture, quaint charm and tout ensemble; beautify the District's appearance; improve public safety, foster quality experiences and quality of life within the District; and improve commercial and residential vitality.
- 1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016
- 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

# ARTICLE II <u>SCOPE</u> OF SERVICES

- 2.1 The Contracting Party shall:
- 1. Strengthen the District as a vital component of Louisiana's tourism industry; aid in the preservation of the District's architecture, quaint charm and tout ensemble; beautify the District's appearance; improve public safety, foster quality experiences and quality of life within the District; and improve commercial and residential vitality.
- 2. Enhance public safety and sanitation within the district by financing supplemental safety and sanitation services as its board deems appropriate.
- 3. Provide supplemental resources for the enforcement of laws and regulations that relate to the quality of life for tourists, residents, and businesses within the district as its board deems appropriate.
- 4. Engage in strategic planning, business and commercial development activities, administering capital improvement funds, and administering programs.
- 5. Take such actions as may be advisable to enhance commercial, civic, and cultural activity within the district, to promote and aid in the conservation and preservation of the district's quaint historic nature, character, qualities, and architecture, to foster quality events and quality of life in the district, to restore regional character to the district, to attract locals and tourists to visit the district, to facilitate and promote the development and improvement of public infrastructure within the district, and to encourage new residents to live in the district.

(Narrative should identify what the contracting agency will do, i.e. the program goal(s) and objectives as well as the expected outcomes and results as more specifically detailed in the Attachment A Plan)

- 2.2 Deliverables: Specifically included, though not limited hereby, under the purposes, objects, and powers of the district are the following :
- 1. Financing supplemental safety and sanitation services
- 2. Aid in the improvement on public safety through supplemental law enforcement
- 3. Enhancing the district's walkability and pedestrian-friendly environment.
- 4. Revitalizing and nurturing cultural and historical features, preservation, and cultural tourism.
- 5. Facilitating parking and mobility planning, strategies, and management.
- 6. Improving commercial and residential vitality and developing and implementing commercial planning, marketing, and recruiting strategies.
- 7. Facilitating lighting and signage upgrades, repairs, and replacements.
- 8. Recruiting public amenities and services.

(Narrative should identify the actual services that are to be provided, the relevant activities and anticipated outcomes and performance measures as specifically detailed on the Attachment A Plan)

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds.

Attachment C, Progress Report and Attachment D, Cost Report are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup>

day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached

hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **One Million, Five Hundred THOUSAND & NO/100 (\$1,500,000) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

- 2.4 Disclosure and Certification Statement(s): Attachment E Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this Attachment E, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in Attachment B Page 3 and any attachments thereto, Attachment E-1 Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph.
- For public or quasi-public entities which are recipients under Acts of the 2023 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.
- 2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

# ARTICLE III CONTRACT MONITOR

- **3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.
- **3.2** Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The

Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, Attachment C-

**Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

- 1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
- 2. Contact the Contracting Party to secure any missing deliverables;
- 3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
- 4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals** in **Attachment A Plan.** The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

# ARTICLE IV PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans ( <i>Please check one</i> ):
PLAN A: Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.
PLAN B: One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed only with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports

requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the

reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1<sup>st</sup> Quarter Progress and Cost Reports and approval thereof, the initial 50% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.** 

- PLAN C: Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.
- Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any preapproved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.
- 4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2023 and June 30, 2024, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2024, MUST, under all circumstances, be received by the Agency no later than July 15, 2024, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration

and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2023 Regular Legislative Session, the transferring Agency shall

forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2024.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 26-2092304.

#### ARTICLE V <u>TERMINATION</u> <u>FOR CAUSE</u>

The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

# ARTICLE VI <u>TERMINATION</u> FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party

shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## ARTICLE VII

#### **OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

## ARTICLE VIII ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## ARTICLE IX FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

#### ARTICLE X AUDITOR'S CLAUSE

- 10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.
- 10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be

filed under Section 2.2 of the Agreement.

## ARTICLE XI AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority prior to the alteration, variation, modification or waiver of any provision of this Agreement. This agreement may not be amended after the expiration date.

# ARTICLE XII FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### ARTICLE XIII <u>TERM</u> <u>OF CONTRACT</u>

13.1 This Agreement shall begin on July 1, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

# ARTICLE XIV DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the _	day of _	, 20
-	, _	

WITNESSES:

## STATE OF LOUISIANA

	Agency Head or designee
	Print Name and Title
THUS DONE AND SIGNED AT	, Louisiana on theday, of, 20
WITNESSES:	Contracting Party
	Authorized Dongon
	Authorized Person
	Print Name and Title

### ATTACHMENT A - PLAN

2023 Regular Legislative Session Schedule 20

NAME OF CONTRACTING PARTY: French Quarter Management District

NAME AND BRIEF NARRATIVE OF PROGRAM:

French Quarter Public Safety and Quality of Life Initiatives

Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the expected outcomes/results for each goal. Explain how

each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)

Strengthen the District as a vital component of Louisiana's tourism industry; aid in the preservation of the District's architecture, quaint charm and tout ensemble; beautify the District's

appearance; improve public safety, foster quality experiences and quality of life within the District; and improve commercial and residential vitality

- 2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number).
- 1. Enhancing public safety and sanitation within the district

Providing supplemental resources for the enforcement of laws and regulations that relate to the quality of life for tourists, residents, and businesses within the district as the board deems appropriate. (50%)

- 2. Engaging in strategic planning, business and commercial development activities, administering capital improvement funds, and administering programs. (20%)
- 3. Taking such actions as may be advisable to enhance commercial, civic, and cultural activity within the district, to promote and aid in the conservation and preservation of the district's quaint historic nature, character, qualities, and architecture, to foster quality events and quality of life in the district, to restore regional character to the district, to attract locals and tourists to visit the district, to facilitate and promote the development and improvement of public infrastructure within the district, and to encourage new residents to live in the district. (30%)
- 4. 3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)
- 9. Financing supplemental safety and sanitation services
- 10. Aid in the improvement on public safety through supplemental law enforcement
- 11. Enhancing the district's walkability and pedestrian-friendly environment.
- 12. Revitalizing and nurturing cultural and historical features, preservation, and cultural tourism.
- 13. Facilitating parking and mobility planning, strategies, and management.
- 14. Improving commercial and residential vitality and developing and implementing commercial planning, marketing, and recruiting strategies.
- 15. Facilitating lighting and signage upgrades, repairs, and replacements.
- 16. Recruiting public amenities and services.

- 4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number).
- 1. Percentage of patrol shifts filled
- 2. Weight of glass recycled for coastal restoration
- 3. Number of signs and crosswalk improvements
- 4. Number of sidewalk impediments removed
- 5. Number of supplemental sanitation activities completed



#### Page 1

## Project Budget (2023-2024)

2023 Regular Legislative Session

Schedule 20

**Amounts** 

**\$\$\$\$\$\$\$**\$\$\$

\$

\$

### Type Name of Contracting Party

#### Anticipated Income or Revenue

Rentals

Postage
Utilities
Other
Office Supplies

Software licensing
Dues and Subscriptions

Professional & Contract Services (See Attachment B, Page 3)

Acquisitions & Major Repairs
Total Use of the Appropriation

Telephones and Internet Service

Other Charges (See Attachment B, Page 4)

1. 2.

Sources (list all sources of revenue)

3.	\$	
Total all sources	\$	
Anticipated Expenses		
Expense Categories		Amazont I in a Itana
<u>LAPETISE Categories</u>	Total Amount	Amount Line Item Appropriation
	(see Footnote 1 below)	(see Footnote 2
		below)
Gross Salaries(See Attachment B, Page 2)	\$	\$
Related Benefits (Employer share)	\$	\$
Travel	\$	\$
Operating Services:		•
Advertising	\$	\$
Printing	\$	\$
Insurance	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office and Grounds	\$	\$

\$\$\$\$\$\$\$\$\$

\$

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state

appropriation provided by this Cooperative Endeavor Agreement.

## Page 2

# Staffing Chart 2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: French Quarter Management District

Name of Program: French Quarter Public Safety and Quality of Life Initiatives

Name	Title	Total Annual Salary Amoun t	Total Salary Paid by Amount	y Appropriation Percentage	Related Benefit s	Full time or Part Time # of months
Totals		\$	\$		\$	

### Page 3

## Schedule of Professional and Other Contract Services

2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: French Quarter Management District

Name of Program: French Quarter Public Safety and Quality of Life Initiatives

Name and Address of Individual	Nature of Work Performed	Total	Total Paid by
and/or Firm	and Justification for Services	Contract Amount	Appropriation
	OCIVICES		
Totals		\$	\$

# Page 4 Schedule of Other Charges 2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: French Quarter Management District

Name of Program: French Quarter Public Safety and Quality of Life Initiatives

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount.  Each use should be listed separately.  Do not budget funds in Other Charges that can be placed in another expenditure category.	List dollar Amount for each use
Total – Should agree with Attachment B, Page 1	\$

## **ATTACHMENT B-SUPPLEMENT**

Business Plan
Narrative Justification for Plan B or Plan C
2023 Regular Legislative Session

Schedule 20

French Quarter Management District



## to

Schedule 20

(10 be submitted quarteri	iy snowing progress acnieved. Duplicate pages a	<u>as neeaea.)</u>	
Name of Contracting Party:			
Contact Name:			
Telephone: ()			
Goal:			
Objective(s):			
1. 2.			
3.			
Activity(Activities) Performed:			
Performance Measure(s):			%, \$ amt. or number
			complete
1.			1.
2.			2. 3.
3.	·		3.
I hereby certify that I have reviewed the above inform authorized representative of the organization.	nation, it is true and correct to the best of	my knowledge,	and I am the duly
	Signature of Authorized Person		_
	Print Name and Title	Date	_

Cost Report for the Period of	to	)
-------------------------------	----	---

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

	ame of Contracting Party:ame of Program:	2023 Regular	Legislative Session		Schedule 20
	Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Ī	Gross Salaries				

Expense Category	Amount of Line item Appropriation from Attachment B Page 1	Expenditures	Date Expenditures	Remaining
Gross Salaries				
Related Benefits (employer share				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals	\			
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services				
Other Charges				
Acquisitions & Major Repairs				
Totals	\$	\$	\$	\$

NOTE: A copy of the check and invoice/receipt for each expense must be submitted with this report. I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person	
18	_

?rint	Name	and	Title

_
D-4-
1216

### ATTACHMENT D-1

Cost Report for the Period of	 <u>=</u>
2023 Regular Legislative Session	Schedule 20

Name of Contracting Party:

Name of Program:				
Instructions: List each individual	and/or Firm and approved b	oudget amount as listed on Pag	ge 3 of Attachment B.	
Name of	Amount of Line Item	Quarterly Expenditures	Total Cumulative Year to	Balance
Sub-contractor	Appropriation from	to be paid by the State	Date Expenditures including	Remaining
	Attachment B	(must equal invoices etc.)	this quarter's expenditures	
Professional Services:				
Totals	\$	\$	\$	\$

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

	Print Name and Title	 Date
	•	

Signature of Authorized Person

# Disclosure and Certification Statement 2023 Regular Legislative Session

Schedule 20

Contracting Party Name:
Contractor's Mailing Address: Name
of Program:
Organization Type: (Example: local government, non-profit, corporation, LLP, etc.)
Private entities required to register with the Secretary of State's office must be in good standing with that office.
Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:
Names and Addresses of all key percepted responsible for the program or functions funded through this agreement:
Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:
List any person receiving anything of economic value from this agreement if that person is a state elected or appointed offic or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything economic value received and the position held within the organization. Identify the official and the public position held.
☐ I hereby certify that this organization has no outstanding audit issues or findings.
I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)
Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I at the duly authorized representative of the organization.
Signature of Authorized Person
Print Name and Title Date

## ATTACHMENT E-1

# Disclosure and Certification Statement 2023 Regular Legislative Session

Schedule 20

Contracting Party Name:	
Name of Program:	
Sub-Contractor's Name:	
Sub-Contractor's Mailing Address:	
Organization Type: (Example: local government, non-profit, corp	poration, LLP, etc.)
Private entities required to register with the Secretary of State's	office must be in good standing with that office.
Names and Addresses of all officers and directors, including Excresponsible for the daily operations of the entity:	ecutive Director, Chief Executive Officer or any person
Names and Addresses of all key personnel responsible for the p	rogram or functions funded through this agreement:
List any person receiving anything of economic value from this or member of the immediate family of a person who is a state economic value received and the position held within the organ	elected or appointed official. Include the amount of anything of
☐ I hereby certify that this organization has no outstanding	g audit issues or findings.
☐ I hereby certify that this organization has outstanding at resolve such issues or findings. (ATTACH COPY OF AUDIT FIN	udit issues or findings and is currently working with the state to IDINGS)
I hereby certify that I have reviewed the above informat the duly authorized representative of the organization.	ion, it is true and correct to the best of my knowledge, and I am
Signature of Subcontractor (Authorized person)	
Print Name and Title	Date

Name of Employee: "Attachment F" Travel Expense Reimbursement Report 2023 Regular Legislative Session Schedule 20 SUBSISTENC E MILE TERRITORY TRAVELED **ODOMETER** S **TOLLS** HOUR OTHER EXPENSES SHOW ALL POINTS TRAV VISITED LODGING **MEALS** AND **READING** DATE **ARRIV** DESCRIPTIO COS TIP DEP. ARR. **DEPART** Ε NO. COST PARK. Ν

(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)

TOTALS

Signature of Authorized Person	

\$

\$

\$

Print Name and Title	Date
	<i>,</i>

DRAFT

12/4/2023

	COST	QUANTITY UNIT	TOTAL	NOTES
PROGRAMMING				
Supplemental Security				
Upper Quarter Patrol Expansion	79,392	6 month	476,352	Recommended by SEC 11/27
Public Awareness Campaign Supplemental Sanitation			15,000	
Supplemental Trash Recepticals w/ City Servicing	860	100 receptical		To be presented by Livability 12/6
Glass Recycling for Gulf Coast Restoration			212,730	To be presented at Livability 12/6
Glass Half Full Recycling Program	96,524			
Mardi Gras Beads Pick-Up Service	18,706			
Commercial	67,500			
Residential	30,000			
Public Awareness Campaign	,		15,000	
Pedestrain Safety & Signage Program			200,000	To be presented at Livability 12/6
N. Rampart High Vis. Crosswalk Signage	85,000			
N. Rampart - Enhanced Flex-post or Bollard Protection for Curb Extensions	15,000	0 unit	_	
N. Ramaprt - Bike Lane and Curb Extension "Paint"	100,000			
Public Awareness Campaign			15,000	_
PROGRAM SUBTOTAL			1,020,082	
OVERHEAD				Drafted w/ Cmsr. Cooper - To be
Program Manager 1099 Contract Staff	75,000	0.5 annual	37,500	State Civil Service needs a job titl
FQMD Admin Staff Overhead	15,254	15% month	13,729	
Computer	1,000	1 unit	1,000	
Office Rent	800	0.5 annual	400	
Phone				
RingCentral	50	6 month	300	
Mobile	100		600	
Office Supplies	1,000	1	1,000	<u> </u>
OVERHEAD SUBTOTAL			54,529	
SUBTOTAL			1,074,611	=
Contingency		10%	107,461	<u>_</u>
TOTAL			1,182,072	<del>-</del>

# Upper Quarter Patrol Expansion Plan

After evaluating problematic areas within the patrol perimeter, it has been determined that 700 Canal St. continues to be an area that warrants additional law enforcement presence. It is strongly encouraged to position officers in vehicles with active emergency lights for the entirety of the shift. These supplemental assignments will be scheduled from (7pm-8pm) - (3am-4am) on Thursday, Friday, Saturday & Sunday. Deployment strategy will consist of 2 single manned vehicles in the 700 block positioned in the right travel lane of Canal St. for maximum visibility.

A 2nd problematic area outside of the existing patrol perimeter has been identified in the 100, 200 and 300 blocks of Decatur. This area has experienced increasing of criminal activity, most notably in the late night and early morning hours of the day. It is proposed that a similar deployment as outlined above in the 700 Canal St. plan. Officers will provide visibility utilizing vehicles with active lights in static positions. These positions within the zone can be modified situationally. For example, if there is a greater need for a presence at the intersection of Decatur and Iberville, on duty personnel can mobilize and respond accordingly. In consideration of scheduling.

In order to attract Post Certified Officers with vehicles to this assignment, an hourly rate of \$58 will be recommended. Given the shift time, days of the week and location of the assignments, this will be a positive starting point in identifying personnel.

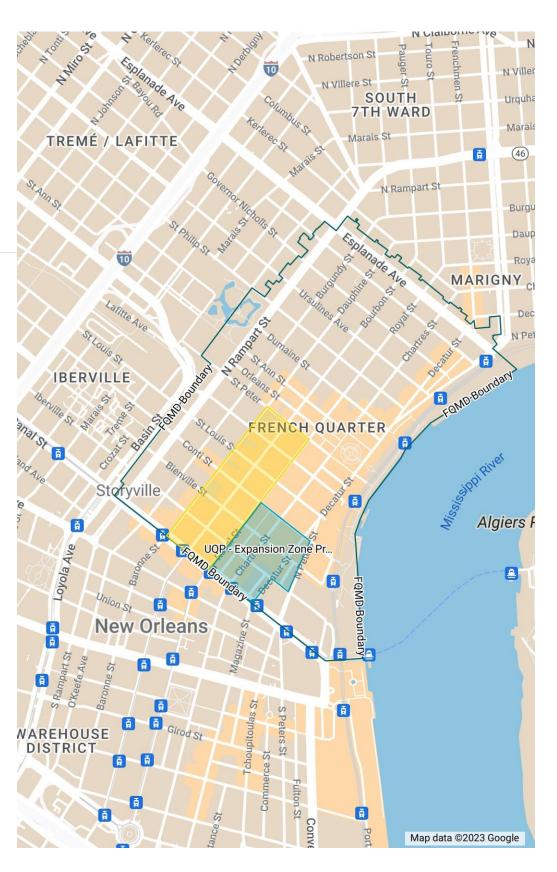
# **Upper Quarter Patrol**

FQMD - Upper Quarter Patrol

FQMD Boundary

UQP - Expansion Zone Proposed

UQP - Patrol Zone Area



BUDGET	ANNUAL	6 MONTH	1 MONTH
Patrol Expenses			
Personnel	921,001	460,500	76,750
Police Patrols	870,947	435,473	72,579
Supervisory Administration	50,054	25,027	4,171
Operations	14,100	7,850	2,642
Office Supplies & Software	4,500	2,250	375
Smartphone purchase	1,600	1,600	1,600
Mobile Data Charges	3,000	1,500	250
Insurance	5,000	2,500	417
Total Patrol Expenses	935,101	468,350	79,392

GLASS HALF FULL, L3CFRENCH QUARTER RECYCLING AND ENVIRONMENTAL PROGRAMSMAX@G

#### LASSHALFFULL.CO

Program #1	
Community Recycling Drop-off	
Weekly recycling drop-off in FQ at 3 sub-sites.	
material dropped-off and picked-up/removed upon dropoff completition.	
Staff also educates public on-site.	
Offer glass, cardboard/paper, metal, plastics #1 & #2.	
Seperated on site (multi-stream recycling) to increase recycling rates.	
Projected Expenses	
Assumptions:	
Avg. billed hourly rate per hour (wages) CDL	\$35.50
Avg. cost per hour (wages) non-CDL	\$26.00
Avg. # of CDL personnel required	1
Avg. # of non-CDL personnel required	3
Avg. tot. billed hourly rate	\$113.50
Drop-off duration (in hours)	6
Drop-off transport, load/unload duration (in hours)	2
Total drop-off duration per week (in hours)	8
Vehicle and transport rate (per day) (incl. comprehensive insurance, fuel)	\$245.00
Frequency of drop-off (per week)	1
Drop-off events per year	52
Projected wages billed price per week	\$908.00
Projected wages billed price per year	\$47,216.00
Projected vehicle and transport billed price per year	\$12,740.00
Cumualitive price per year	\$59,956.00
Indirect cost rate	15%

Cumulative price per year	\$8,993.40
TOTAL programming rate per year	\$68,949.40
Initial set-up costs:	
100 x 64-gallon receptacles (incl. shipping (landed))	\$11,250.00
Signage and educational materials	\$4,325.00
Public awareness and education campaign	\$12,000.00
TOTAL initial set-up costs:	\$27,575.00
OTAL programming rate for one (1) year and initial set-up and costs:	\$96,524.40

Program #3	
Program	
Provide funding for local businesses and households to incentivize local recycling	
Receptacles and initial set-up fees funded/subsidized	
Commercial	
Number of recepticales per business	3
Number of businesses	100
Total recepticales	300
Cost per recepticale (shipped, landed)	\$100.00
TOTAL program cost	\$30,000.00
Residential	
Number of households	500
GHF discount rate	\$10.00
GHF discount rate Assistance rate	
	\$10.00
Assistance rate	\$10.00 \$10.00
Assistance rate  Customer/household rate	\$10.00 \$10.00 \$5.00
Assistance rate  Customer/household rate	\$10.00 \$10.00 \$5.00
Assistance rate  Customer/household rate  Initial set-up and recepticales cost	\$10.00 \$10.00 \$5.00 \$7,500.00

Program #2			
Mardi Gras Bead Recycling Sites			
Comprehensive Mardi Gras Beads ecycling options throughout the FQ			
<del>recycle throughout Mardi Gras weeks</del>			
Daily pickup and recycling servicing throughout the season			
Number of sites	5		
Service per week	7		
Program duration (in weeks)	<del>5.5</del>		
Hours per site servicing	4		
Total labor hours required	<del>192.5</del>		
Total wages billed rate	<del>\$6,834</del>		
Total vehicle and transport billed rate	<del>\$9,432.50</del>		
Total wages and transport billed rate:	<del>\$16,266</del>		
Indirect cost billed rate:	<del>\$2,440</del>		
			2
TOTAL Program Billed Rate	<del>\$18,706</del>		

## North Rampart Pedestrian Safety Initiatives

#### Goal

To further Louisiana's Goal of eliminating traffic accidents under <u>Destination Zero Deaths</u>, and providing <u>Safe Routes to Public Places</u>. The French Quarter Management District ("FQMD") should consider implementing several proven pedestrian safety projects along the Rampart St. Corridor near Armstrong Park:

- 1. Enhanced Crosswalk Signage: Rectangular Rapid Flashing Beacons (RRFB) | FHWA
- 2. Enhanced Flex-post or Bollard Protection for Curb Extensions
- 3. Methyl Methacrylate (MMA) resin coloring for Bike Lanes and Curb Extensions: New Study Shows Streets Are Safer with Asphalt Art | Bloomberg Philanthropies

#### Scope



#### Rectangular Rapid Flashing Beacons & Stop for Pedestrian Signage



Flashing beacons should be installed at St. Ann and St. Philip. Two beacons need to be placed facing each direction of traffic, so a total of four beacons are needed at each intersection. Signs are linked so that when one button is pressed, all signals will flash to warn vehicle traffic of pedestrians attempting to cross. Per New Orleans Department of Public Works ("DPW") recommendations, new installations should be hard-wired rather than relying on solar power. Previous installation costs to install across the city have ranged from \$7,000-10,000 based on location. Additional signage requires DPW permitting, but should be contracted and installed by the FQMD. Stop for Pedestrian signage can also be installed and maintained by the FQMD with DPW permit.

#### Enhanced Flex-post or Bollard Protection for Curb Extensions



To prevent illegal parking at newly painted curb extensions, more substantial flex posts or bollards are needed to prevent vehicles from simply driving over or parking on top of them. Options to enhance the flex-post include sturdier materials (powder coated steel or thicker polyurethane) or enhanced anchoring methods (set in concrete rather than bolted on top). Between Toulouse and St. Philip, 21 flex posts should be upgraded at a cost between \$150-500 per post, depending on which option is selected.

### Asphalt "Paint" Project





### Color-Safe® Bike Lanes | Transpo Industries

In addition to posted street signage, pedestrian and bike spaces along N. Rampart St. should be in-filled with brighter Methyl Methacrylate (MMA) resin coloring. The coloring acts as an additional warning system to vehicle traffic of places on the street where pedestrians and bikers are likely to be present.

### **Budget**

Priority	Implementation Idea	Approx. Cost	Assumptions
1	Crosswalk Signage	\$85,000	8 flashing beacons for pedestrian crossings, smaller signage affixed at curb extensions
2	Enhanced Flex-post or Bollard Protection for Curb Extensions		Enhanced curb extension protection using steel markers or thicker polyurethane
3	Bike Lane and Curb Extension "Paint"	\$100,000	Methyl Methacrylate (MMA) resin coloring for bike lane, curb extension, and crosswalks
	TOTAL	\$200,000	



## Trash Receptacle Acquisition

Louisiana State Appropriation Program Funding Request



The Department of Sanitation at the City of New Orleans has installed/replaced 127 litter cans in the French Quarter. Matt Torri, Director of Sanitation, provided that the City's last cost from Petersen Manufacturing Co was \$860 per unit. There would be a nominal increase in service cost for KBS as the City pays KBS \$1.50 per unit per month to service the litter cans. If FQMD purchased additional litter cans, the City will cover the cost to service them.

The French Quarter Management District's Keep the Quarter Clean initiative is an affiliate member of Keep Louisiana Beautiful. This is a statewide effort to prevent litter, reduce waste, increase recycling, and protect the natural resources of the State's communities.



	11/30/2023					DRAFT
		COS T	QUANTITY		UNIT	TOTAL
PROGRAMMING Trash can purchase		860		100	receptacle	86,000

### Esplanade Cultural Landmarks Corridor Project

### Phase 1-3 Introduction Brief

**About:** WHEREAS, the public purpose is described as: Strengthen the District as a vital component of Louisiana's tourism industry; aid in the preservation of the District's architecture, quaint charm and tout ensemble; beautify the District's appearance; improve public safety, foster quality experiences and quality of life within the District; and improve commercial and residential vitality.

**Objective:** To submit a proposal and obtain funding for the **Esplanade Cultural Landmarks Corridor Project**. The purpose of this part of the project is secure funding to strengthen the District by lighting, landscaping, and protective measures aimed at improving the neutral grounds, commencing with the 400 - 1000 blocks of Esplanade Avenue.

- 1. **Provide safety and security** for improved economic benefits for the back section of the French Quarter bordering the Faubourg Marigny.
- 2. **Preserve the historical and cultural significance** for one of the original boundaries of the city.
- 3. Significant environmental impact in saving our Live Oaks and native plant species to Louisiana while contributing to the City's priority list for Louisiana's Net Zero by 2050 Climate Action Plan.
  - According to the City's <u>Plan for the 21st Century New Orleans 2030</u>, we realize that our tree canopy is a critical link in New Orleans' resilience and sustainability.
- 4. **Provide historical educational benefits:** From N. Peters to City Park Esplanade Avenue possesses more than 38 historical markers and properties on the <u>National Register of Historic Places</u>. We establish an educational "trail" that begins at the New Orleans Jazz Museum, runs along Tremé past the Degas House, and ends at the New Orleans Museum of Art.
- 5. **Architectural education** of the properties on the Avenue through historic relevance.
- 6. **Honor the cultural significance** of Esplanade Avenue to the population of our city.
- 7. **Long-Term Goal:** Revive, beautify and preserve the neutral grounds of Esplanade Avenue from the upper ridge of N. Peters to the lower ridge at City Park (400 to 3500 blocks).

**Phase 1:** Installation of Lighting (400 – 1000 blocks)

Phase 2: Installation of Bollards (400 – 1000 blocks)

Phase 3: Installation of Landscaping (400 – 1000 blocks)

**Support:** This proposal is made with the support and cooperation of: New Orleans Department Parks and Parkways, French Quarter Citizens, The Degas House, the New Orleans Jazz Museum, the French Market District and residents of Esplanade Avenue. Also included in this proposal are a number of other pertinent partners: Faubourg Marigny Improvement Association, Hotel de la Monnaie.

The LSU Agricultural Center has declared the Esplanade Cultural Corridor will be a Master Gardener- supported Project, providing additional resources once approved.

### Esplanade Cultural Landmarks Corridor Project

#### Phase 1-3 Introduction Brief

### Project Individuals involved:

- Charlotte Conerly, French Quarter Citizens, Director, U.S. Commercial Service
- Agymah Busch, Landscape Management, New Orleans Jazz Museum
- Allan Johnson, Faubourg Marigny Improvement Association
- Cathryn Giff, LSU AgCenter Certified Gardener, GM, Hotel de la Monnaie
- David Villarubia, Owner, Edgar Degas House Home & Museum
- Glade Bilby, French Quarter Citizens, French Quarter Management District
- Greg Lambousy, Director, New Orleans Jazz Museum
- Mark Ripple, AIA, LEED AP BD+C, Principal, Eskew+Dumez+Ripple
- Michael Karam, Director, New Orleans Department of Parks & Parkways
- René J.L. Fransen, FASLA, Fransen Mills LLC, Louisiana Landmarks Society
- Tanner Perrin, RLA, ASLA, Associate, SCAPE Landscape Architecture





















### ESPLANADE AVENUE | HISTORY

Long considered one of the grand boulevards of New Orleans, Esplanade Avenue runs from the Mississippi River on its east end, 3.2 miles straight to the grand entrance of City Park and the New Orleans Museum of Art. This important street defines the unique neighborhoods of the Vieux Carré, the Faubourg Marigny, and the Tremé.

This Avenue is a journey through the history of New Orleans - from the origins of the city at a bend in the Mississippi River, the fascinating story of the Faubourg neighborhoods, the history of the architecture through the families that built these beautiful buildings and the important story of the Creoles upon which this city owes so much.

During the 18th-century, Esplanade Avenue was an important trade route that linked the historic core of the city with Lake Pontchartrain and the River by way of the New Basin Canal and Bayou St. John. Many

### Esplanade Cultural Landmarks Corridor Project

#### Phase 1-3 Introduction Brief

grand 19th-century mansions and plantations fronted on this important thoroughfare, as it became a "millionaire's row" for the Tremé section of the city.

At the "back end" of the French Quarter, Esplanade is the dividing line between the original city, established over 300 years ago, and the Faubourg Marigny. At the foot of this intersection stands the Old

U.S. Mint built in 1839. It produced currency for both the United States and the Confederate States. It was originally Fort St. Charles, the eastern end of a Spanish military esplanade that ran to Fort St. John. The maps of the original city indicate "ramparts" at each of its corners, one at the intersection of the current Rampart St. and Barracks St. on the western boundary of the French Quarter. Being described as "a storehouse of 19th Century architecture," Esplanade is a narrative taken from the dreams of the affluent business families whose inspiration was to live in a grand house on the oaklined Avenue.

New Orleans from 1840 to 1862 before the Civil War, was perhaps the largest slave trading market in the Americas. The riverfront in the French Quarter, and Congo Square in the Tremé were the most notable. Beginning in 1829, slaves not sold upon arrival were housed on the Quarter's edge due to health concerns. The Afro-Louisiana Historical and Genealogical Society memorialized these events with a plaque at the corner of Esplanade and Chartres. The 1853 memoir *Twelve Years a Slave*, that inspired the movie, was written by Simon Northup, the free African-American who was held in one of these pens. Each year prior to Essence Fest, the Ashé Cultural Arts Center hosts the MAAFA Commemoration, an event of healing, testimony, and celebration of our ancestors, existence, and survival at historically-significant locations of New Orleans' own history as a major slave market, including the historical marker at Esplanade and Chartres.

Farther down Esplanade is the oldest street in the city. Bayou Road stretches from the banks of Bayou St. John to the edge of the French Quarter and was once an Indian trade route. As many residents are acutely aware after the disastrous flooding from Hurricane Katrina in 2005, the Indians were right. They established the original city and trade routes on land that was geographically higher. As a result of centuries of sediment and land was built up by the Mississippi River, and it became a topographical feature known as the Esplanade ridge, safely above sea level.

Approaching St. Louis cemetery No. 3 and the western end of Esplanade Avenue is City Park and identified by what was once a circle featuring the equestrian statue of Civil War general Pierre Gustave Toutant Beauregard. The statue, by the famous American sculptor Alexander Doyle, was created in the early 20th century, long after the end of the Civil War. However, the statue was removed by the city in order to inform the world that New Orleans was not considered a Confederate city any longer.

For now, we are left to plan for our future and reflect upon the recent past as to how best to deal with the way we will remember history. Like much of the untold stories from the River to the Park, the empty pedestal that remains is a reminder to its citizens that New Orleans has a remarkable and complex history that continues to move forward. Beginning our 4<sup>th</sup> century as a great American city, we adapt and progress, and that evolution is reflected in the history and culture as told by one of its grand streets – Esplanade Avenue.

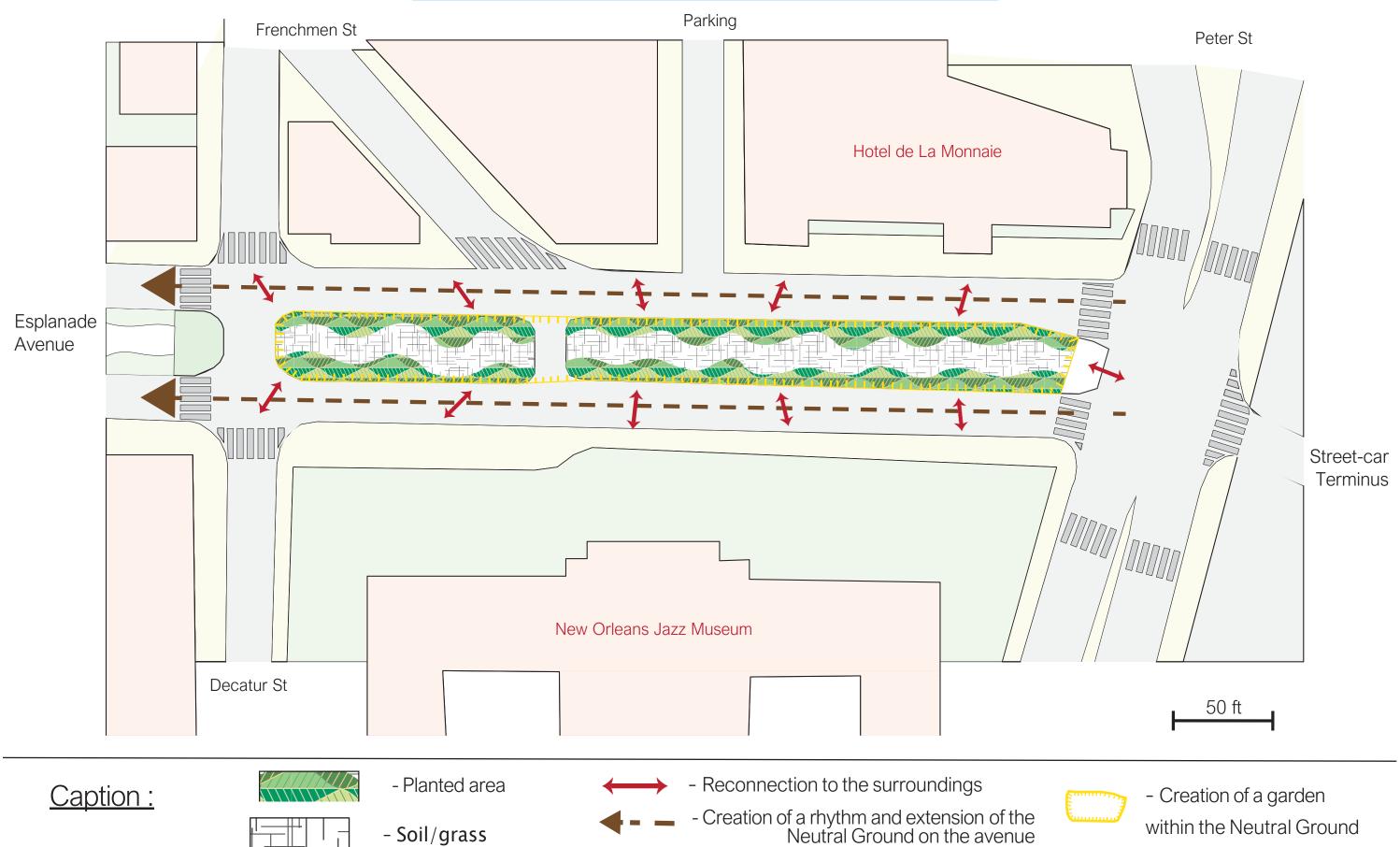
More Information, Contact: Glade Bilby gbbilby@gmail.com

P: 504-669-4073

## The Neutral Ground on Esplanade Avenue

- Soil/grass

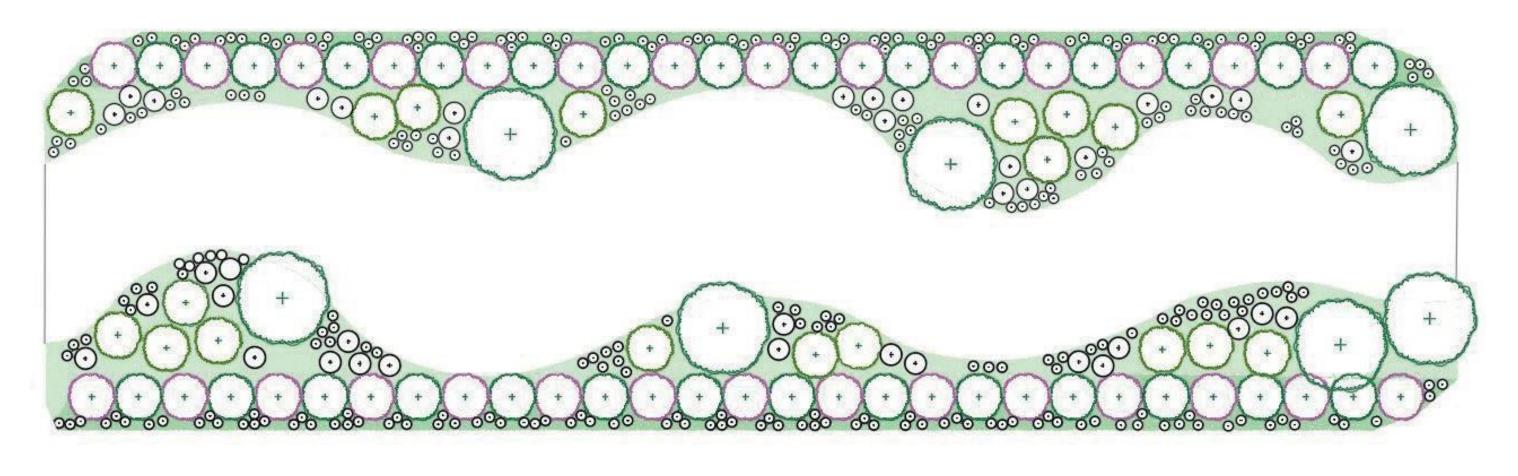




Mathieu Grippon

## The Neutral Ground on Esplanade Avenue

### A double reading garden



10 ft

## The Neutral Ground on Esplanade Avenue

### Plant composition, indigenous and independent

Rudbeckia 'Lion Cub' June to october



Andropogon ternarius June to october



Ophiopogon japonicus



Amsonia tabernaemontana Mars, april and may



Athyrium filix-femina



Sambucus nigra ssp. canadensis May to july



Aspidistra elatior





Salvia azurea July to november



Echinacea 'Tomato Soup' June to october



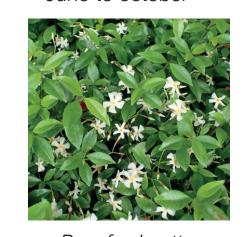
Agave americana



Eryngium yuccifolium Jun to september



Trachelospermim jasminoides June to october



Dwarf palmetto May and june



Mathieu Grippon

#### 12/5/23

Proposed Budget for the Esplanade Cultural Landmarks

Corridor The project will be divided into three phases:

1) Electrical and lighting -

labor \$140,000 wiring supplies \$52,500 fixtures \$45,000 Support materials <u>\$12,500</u> \$250,000

- 2) Bollards and planters will be in collaboration with Parks and Parkways
- 3) Landscaping coordinate with Louisiana Agricultural Center and Parks and Parkways

Since this project is a combination of the improvement of hard assets within the boundaries of FQMD on Esplanade Ave. from the river to Rampart St., and a cultural learning experience about the historic and architectural significance of the Avenue from the river to City Park, there are a number of additional possible sources of funding. A few of them include:

National Historic
Trust La. Office of
Tourism
Louisiana Department of Natural Resources
Economic cultural overlay district funding that includes Esplanade Ave.
NOMA
Audubon
Institute HNOC

### ®ffice of the 1Lieutenant ®ohernor

tate of JLoutstana





P.O. Box 44243. BATON ROUGE, LOUISIANA 70804-4243 (225) 342-7009

December 5, 2023

Ms. Heidi Raines Chairperson French Quarter Management District 400 North Peters St., Suite 206 New Orleans, LA 70130

Dear Ms. Raines:

I am writing to express support for the Esplanade Cultural Landmarks Corridor Project.

This project serves as part of an overarching mission of beautification and improving public safety in the French Quarter Management District (FQMD) by providing lighting, landscaping, and protective upgrades to the Esplanade neutral grounds while also being a starting point to honor the cultural significance of Esplanade Avenue. It will also make a significant environmental impact by saving historic oak trees in this area.

This project will aid in the preservation of the FQMD's architecture and appearance and provide a better experience for the millions of people who come to the French Quarter each year. This project benefits residents and visitors alike, and I will support it in anyway that I can.

If my office can be of assistance to you in any way, please don't hesitate to call.

Billy Nungesser Lieutenant Governor

WHN/hh

#### WWW.CRT.STATE.LA.US



November 9, 2023

As the General Manager of the Hotel de la Monnaie, I am wriong on behalf of the Hotel de la Monnaie Owner's Association, which comprises over 1,700 active owners and thousands of hotel guests, to express our support for the Esplanade Avenue neutral ground project. This is a crucial project for the city of New Orleans as it focuses on various pillars that are essential to improving the quality of life for residents and visitors alike. These pillars include safety and security, economic impact, preservation of history through educational opportunities and culturally significant historical landmarks, beautification of the iconic boulevard and major entry point into the French Quarter, critical environmental impacts through the installation of historic, native, and pollinator plantings, as well as preservation of the beautiful and historic live ods.

Apart from the support of a significant business tenant on the 400 block of Esplanade (Hotel de la Monnaie), as a cer�fied Master Gardener and ac�ve member of both the Master Gardeners of Greater New Orleans and Pa�o Planters of the Vieux Carre, I personally support this project. Therefore, this project will be an approved MGGNO project through the LSU AgCenter to plant and maintain the green-scape.

Warm regards,

### Cathryn Giff

Cathryn Giff
General Manager, Hotel de la Monnaie
Cer�fied Louisiana Master Gardener



November 07, 2023

This leter is writen in support of the Esplanade Avenue neutral ground project proposed by Cathryn Giff at Hotel de la Monnaie in collabora on with French Quarter Ci zens, New Orleans Jazz Museum, French Market Corp, Faubourg Marigny Improvement Associa on, etc. The LSU AgCenter has been in discussions regarding this project that seeks to beau of the French Quarter (par cularly Esplanade Avenue), reduce parking issues, and improving the overall value, safety, and health of this area of New Orleans. The goal of installing raised beds that will be planted with appropriate plants for the area will involve volunteers from the Louisiana Master Gardeners, provide educa onal experiences for visitors, provide a pleasant area of greenscaping, and func on as parking barriers among the many possible benefits. Careful selecton of plant materials will provide a low maintenance high impact landscape that is environmentally beneficial to people and our na vepollinators.

This is the type of project that can benefit not just that area but all of New Orleans. LSU AgCenter fully supports this project.

With regards,

Dr. Joe W. Willis

LSU AgCenter ANR Agent, Orleans Parish

(504)258-3392

JWillis@AgCenter.LSU.edu



November 10, 2023

Dear French Quarter Management District,

I am writing this letter in support of the Esplanade Cultural Landmarks Corridor Project that will strengthen the District as a vital component of Louisiana's tourism industry; aid in the preservation of the District's architecture, quaint charm and tout ensemble; beautify the District's appearance; improve public safety, foster quality experiences and quality of life within the District; and improve commercial and residential vitality.

The New Orleans Jazz Museum sits at 400 Esplanade Avenue and draws over 200,000 national and international visitors a year to this part of the French Quarter. This Corridor project will enhance their experience and encourage increased visitation to this part of the city. The purpose of this part of the project is secure funding to strengthen the District by lighting, landscaping, and protective measures aimed at improving the neutral grounds of the 400 - 7000 blocks of Esplanade Avenue. Specifically, this project will

- I) Preserve the historical and cultural significance for one of the original boundaries of the city
- 2) Make a significant environmental impact: saving trees, carbon capture According to the City of New Orleans' Plan for the 21st Century New Orleans 2030, we realize that our tree canopy is a critical link in New Orleans' resilience and sustainability.

Co-op with the Louisiana Ag Center - Master Gardener Program

3) Provide historical educational benefits

With 36 existing markers on Esplanade, we establish an educational "trail" that begins at the New Orleans Jazz Museum, runs along Treme past the Degas House, and ends at the New Orleans Museum of Art

- 4) Architectural education of the properties on the Avenue through historic relevance
- 5) Honor the cultural significance of Esplanade Avenue to the population of our city. Please support this project and help make the Esplanade corridor a safe and protected part of the French Quarter.

Thank you,

Greg Lamb sy

**Executive Director** 



### French Quarter Economic Development District Proposed Budget FY

2024 11.22.23 Revenue 2025 2026 Sales Tax Collection \$3,000,000.00 \$3,200,000.00 \$3,300,000.00 Expected 2021-2023 SPPP Balance (roll-over) \$1,422,453.00 Expected 2021-2023 Other Safety Programs Balance (roll-over) \$1,321,804.48 (Total Surplus EOY 2023) \$2,744,257,48 \$1,901,886.10 \$880,609.31 SPPP Total to Budget for FY 2024 \$3,422,453.00 \$2,595,196.00 \$880,609.31 Other Total to Budget for FY 2024 \$2,321,804.48 \$2,226,716.94 \$5,101,886.10 \$4,180,609.31 Total \$5,744,257.48 Supplemental Police Patrol Program SPPP Personnel Funding Notes Overtime for SPPP Officers 1,965,600.00 Special-rate for SPPP Differential 356,438.00 Weekday Special-rate Differential (anticipated for 2024) 314,404.00 NOPD Overtime for RTCC Assignments \$ 13.000.00 Full-time NOPD Superviser 119,872.00 Full-time Program Assistance 57,943 \$ (0% COLA) (5% COLA Increase) 2,827,257.00 Subtotal \$ \$3,212,291.25 \$3,212,291.25 SPPP Operating Expenses One-Time SPPP Application Marketing/Public Training 7.500.00 15.000.00 General Office Maintenance \$ NOPD Training for Radar 4 000 00 \$ Mobile Light Units (3) \$ 36,818.55 Subtotal \$ 63,318.55 Recurring Vehicle Maintenance 15.000.00 SPPP Application Licensing 50.000.00 General Office Supplies \$ 3.000.00 Radar \$ 5.000.00 DigiTicket Lease 8 000 00 S Mobile Internet \$ 3,000.00 Subtotal \$ 84,000.00 SPPP Support Subtotal \$ 147,318.55 Other Public Safety Programs TASGNO Case Management 205,635.75 TASGNO Transportation Van Purchase 29,625.00 TASGNO Transportation Recurring Costs (Insurance/Fuel) \$ 7,725.00 Dedicated Code Enforcement 82,000.00 FQ Camera Replacement Stock 14.688.44 Royal St. Sleeves \$ 2,500.00 License Plate Readers 47,665,60 FQ Camera Maintenance Agreement 56,600.00 Covenant House 55,748.60 Rapid Rehousing Support Landlord Incentives (20) \$ 17,468.24 Move-in Kits (20) 30,000.00 Rental Subsidies (for 20 individuals) 318,139.20

Sub-total for RRS	\$ 365,607.44
Other Public Safety Programs Subtotal	\$ 867,795.83
Other Public Safety Programs	
FQMD Administration	\$ 150,000.00
Total SPPP (100) Personnel	2,827,257.00
Total SPPP (200) Other Operating	147,318.55
Total Other Public Safety Programs	\$ 867,795.83
Total FQEDD Request for 2024	\$ 3,842,371.38

Forward Balance for 2025	
SPPP Surplus	
Other Surplus	\$1,306,690.10
Total Surplus forward CY 2025	\$1,901,886.10

# Budget Request Narrative – French Quarter Economic Development District

The Unity-led Unsheltered Plan and nearly \$15M award from HUD aim to house 420 persons experiencing homelessness and living unsheltered. This plan leverages federal resources, local public and private dollars, existing landlord engagement services, and the UNITY warehouse of donated furnishings and household items to support unhoused persons' transition to permanent housing. The infusion of federal dollars will be matched by \$500,000 in cash commitments from the private sector to support rapid rehousing rental subsidies paired with federally funded services. Additional commitments for leveraged services are also a central part of the unsheltered plan. These services remain critical and will be fully leveraged as the city and UNITY work to further amplify this initiative. The opportunity to leverage these services is time- critical and further investments allow us to maximize the number of persons moved into permanent housing.

With the addition of the City's new Director of Homeless Services and Strategy Nate Fields, Clutch Consulting, and targeted political will and resources, we are now looking to expand the unsheltered initiative to include targeted encampment decommissioning City-wide, particularly in the inner core. This will expand the goal of rehousing 420 individuals experiencing unsheltered homelessness to 750 individuals and aims to reach low or no unsheltered homelessness within the next 18 months.

With this expansion comes the need for additional cash resources to support enhanced landlord engagement and the holding of units in the market so we can move entire encampments into housing all at once, as well as move-in kits to ensure individuals are able to remain in housing. Further, we are working in partnership with municipal services to maintain the closure of an encampment once everyone is housed so that we can take our services to the next encampment and effectively manage our inner core.

We believe the French Quarter Management District has a vested interest in achieving low or no unsheltered homelessness and implementing more effective long-term management practices within the French Quarter. The existing partnership with the City, the French Market Corporation, and Travelers Aid of Greater New Orleans, funded partially by the French Quarter Economic Development District sales tax, has seen objective, on-the-ground progress in reducing long-term homelessness. The confluence of new grant funding, public-private partnerships, and voucher funding present a unique and time-sensitive opportunity for an expanded unsheltered initiative specific to the French Quarter. There is an immediate opportunity to best leverage these resources by adding 20 rehousing packages as a start for individuals experiencing homelessness in the French Quarter, allowing all parties to take advantage of this combination of efforts.

### Travelers Aid Partnership

As of the end of September, Travelers Aid's two FQ outreach workers had, in response to the needs of 220 unique unhoused individuals in the French Quarter, moved 16 people into permanent housing, provided 101 connections to some form of treatment, provided 122 enrollments in public benefits, and replaced or obtained 98 vital documents. Because even this large volume of work represents only a portion of what could be done in the French Quarter in terms of outreach services for unhoused individuals, Travelers Aid has recommended the addition of a third street outreach case manager to its team in the 2024 budget year and asked for the provision of a vehicle to make the client transportation portion of this work more feasible.

Notably, however, almost all this work done by street outreach case managers is done for clients while they are still on the streets and is limited in its pace by systemic factors such as voucher availability and affordable housing availability.

As Travelers Aid has noted in multiple months' previous reports to the FQEDD, even once clients complete all steps related to the housing application process, they may then wait weeks and months to be approved for a housing subsidy voucher and then find an affordable apartment they can move into, especially given recent slow-downs and intermittent stoppages in state voucher availability.

Then, after move-in, unhoused individuals continue to require significant support to adjust to housing - if they have been on the streets for years, they are likely unfamiliar with tasks like paying their rental portion, contacting a landlord to make a repair, or generally adjusting to being a neighbor and building a life with goals beyond surviving another night on the streets. While most individuals matched to housing voucher subsidies are also paired with housing case management, not all individuals do get this case management assistance in the same quality or quantity. This past year, this has resulted in our street outreach case managers frequently being called upon to assist their former clients who have been in housing for weeks or months already but who don't know or trust anyone else to take them to the doctor, replace their SNAP benefits card, or help them to navigate a difficult situation with a neighbor.

Thus, this program seeks to address two of these issues that simply cannot functionally be solved by outreach case managers - (1) the wait to receive a housing subsidy and find an affordable apartment at the voucher price in the first place and (2) the sudden drop off some clients face when transitioning from receiving intensive outreach case management from Travelers Aid to living in housing and receiving varied levels of supportive case management, and thus continuing to rely on outreach case managers for long-term support instead.

This program will address voucher wait times by simply providing rental subsidies directly to 20 individuals in the French Quarter, eliminating the need for these individuals to complete such intensive applications processes and then wait in a region-wide queue for subsidy assignment. This rapid rehousing model is used nationwide and is currently being used successfully to assist other areas with dense homelessness in New Orleans. This rapid access to rental assistance can also be life-preserving for some of the sickest members of our unhoused population: notably, multiple individuals the Travelers Aid outreach team has assisted into housing thus far this year from the French Quarter have had grave medical conditions that have worsened deeply in their time waiting for housing, including in one instance in which one frail, older woman passed away after working closely with outreach to complete all steps of the housing application paperwork after waiting for over a month for voucher assignment.

This program will also shorten the time individuals spend looking for housing once a housing voucher subsidy has been assigned to them. By relying on the landlord incentives budgeted in the program, the housing case manager and leasing services specialist provided for in the budget will be able to more rapidly place these 20 individuals into housing because they will be able to offer landlords an average of \$900 per client to get them into more desirable apartments. Then, once the leasing services specialist has executed a lease for the client, the housing case manager will continue to visit each client multiple times per month, ensuring they have consistent, high quality case management until they can be bridged to a longer-term housing and case management program. Similarly, individuals will be supported to stay in their homes because the program has afforded for move-in kits containing furniture and essential items like cleaning supplies, sheets, hygiene supplies, cookware, and more - all the items that make an apartment or house a home.

In sum, this program seeks to augment the outreach case management services that Travelers Aid is already providing by creating a more rapid, life-saving pathway for up to 20 individuals to receive rental subsidies, move into high-quality, safe housing as enabled by landlord incentives administered by a leasing specialist, and then be supported to remain in stable housing by a housing case manager (who will assist in addressing their case management needs inclusive of connections to treatment, benefits, vital documents, and more) for up to 12 months until a permanent subsidy and case management support program are available.

### **Budget Request**

One-time expenses (per person, per year)

Total	\$18,273 per person (max w/ 12 months of assistance prior to long-term voucher)
Move-In Kits	\$1,500
Fees)	\$873
6 Landlord Incentives (Hold	÷ · - 1
Subsidies/Utilities/Deposits	\$15,90
Rental Subsidies/Litilities/Deposits	

### For 20 individuals (2024) Original Proposal Amended Compromise

Total	\$482,104	\$365,607.44
TASGNO Administration	\$38,373	\$0.00
Leasing Specialists	\$9,643	\$0.00
Move-In Kits	\$30,000	\$30,000
Landlord Incentives	\$17,468	\$17,468
Subsidies/Utilities/Deposits	\$318,139	\$318,139
Housing Case manager	\$68,479.76	\$68,479.76



Covenant House New Orleans is a leader in serving unhoused youth, having served the Greater New Orleans community from our location at the edge of the French Quarter since 1987. As part of a federation of Covenant Houses, we leverage resources and share information to identify trends and best practices and operate efficiently, yet independently in our governance and finances and are able to accomodate the unique geographic, cultural and socio-economic characteristics of our regions. Best practices developed from decades of reserach and services, inform our service to youth who are experiencing homelessness during their critical teen and early adulthood years, years which can set them on a trajectory for years to come. Many of the youth we serve have been unable to succeed in or complete their education and lack self-sufficiency skills but hold hope for completing their education. It is unreasonable to expect youth, homeless or not, to be able to generate an income to meet their basic needs or manage a household. Many are beginning to enter relationships and engage in risky sexual behaviors, willingly or unwillingly, which can result in devastating STIs and pregnancy, which requires intensive supports for the best health outcomes and impacts children born into young families. Add to that circumstances like adolescent onset mental illness, the harm of abuse and trafficking (to which they are especially vulnerable) and inability to access resources as minors, and youth are uniquely at-risk and require additional supports to thrive and enter into adulthood successfully.

Our first line of interaction with many young people is often through our Outreach team. Though they cover a large regional area, they conduct daily trips (excl. Sunday), in pairs, traversing the French Quarter neighborhood to reach and serve unhoused youth in that area in vehicles and occasionally on foot. Their focus is youth in Covenant House New Orleans' service population, young people ages 16-22, including pregnant and parenting youth and their children. Many of the young people they encounter are in survival mode, having left or been ousted from housing (and generally unstable or unsafe housing). Many have multiple layers of trauma and need related to neglect, exploitation, abuse, familial rejection, family homelessness, trafficking, mental illness, and more, and have been failed many times in their short lives by adults and systems. Critical to our Outreach teams' work is the ability to revisit the same areas and engage with youth to meet their immediate needs, sometimes the same youth, as many times as it takes to build report and trust so that they can enter shelter and leave the dangers of street life behind.

The team travels approximately 5 miles each day and an average of 28 hours each week, winding through the French Quarter with special emphasis on areas where youth are known or are more likely to be located. Outreach team members provide outreach and hygiene kits and meals when possible, listening to youths' stories and needs and encouraging them to enter shelter at Covenant House New Orleans. Current challenges include rising and or fluctuating costs for insurance, gas and outreach supplies as our economy to continues to recover post-COVID.

Covenant House New Orleans has an 88 bed campus on the Treme edge of the French Quarter which has 24/7 open intake. Our emergency intake shelter served 288 youth last year and in total, we served 697 youth last year. In addition to emergency shelter provided on our campus, we also house the Tulane Drop-In Clinic, which provides medical services to youth in the community and youth at Covenant House and is another way we can reach youth and build trust to help them choose to our longer term shelter program. Just under half of youth exited to stable housing. Because we operate through a trauma-informed lens, are committed to relentlessly supporting youth and understand that progress is not linear and is sometimes delayed by their unique and often painful circumstances, we allow youth to re-enter shelter.

Along with safe shelter, we provide intensive case management and comprehensive wellness, workforce and education programs, nutritional support, parenting support, along a tiered continuum of residential services. From outreach, through our 24/7 emergency intake shelter services to supported residential services in the community, we are committed to equitable, trauma-informed care and our promise is to serve our youth with unconditional love, absolute respect and relentless support.

Materials & Supplies			
Outreach Supplies - food		\$4,500.00	Incentives such as food help us meet the immediate needs of youth on the street so we can build the trust they need to come to Covenant House
Outreach Supplies - informa	tional items	\$5,000.00	Sometimes, we encounter youth who will not come with us and need more time to decide to seek shelter. Additionally, they may not be sober. Having something we can leave with them for later consideration is very useful.
Outreach Supplies - hygiene	e kits	\$5,000.00	While many of the items that we use for outreach are donated, they are rarely sufficient in number/frequency or wide-ranging enough in variety to adequately meet the needs of youth, who are as diverse as the general population. Hygiene kits often include items that not only provide for general bodily care, but prevent longer term effects associated with living on the street which can result in a high cost not only to the youth, but to the community related to infectious disease, preventable chronic conditions with high associated care costs and more.
Coolers	2	\$500.00	Especially during the hot months, it is neccessary that we have coolers that can keep items like water or popsicles cold/frozen to hand out to youth.
Transportation			
Transportation		\$35,000.00	Transportation for outreach team to travserse the French Quarter and funds to send youth back home when possible in line with our committment to safe and appropriate family reuniification.
Mileage		\$743.60	5 miles a day, 5.5 days/week

Gas	\$5,005.00	5 miles a day, 5.5 days/week	
TOTAL	\$55,748.60		

FQEDD Billing Summary 2023 Invoices

Invoice #		15	16	17	18	19	20	21	22	23	24				
Date		1/31/2023	2/28/2023	3/31/2023	4/30/2023	5/31/2023	6/30/2023	7/31/2023	8/31/2023	9/30/2023	10/31/2023	11/30/2023	12/31/2023		
Billable Mor	nth	January	February	March	April	May	June	July	August	September	October	November	December	2023 Total	Мо
															Average
Personnel	Hours	186.25	86.50	126.75	76.75	192.25	197.75	263.50	218.55	180.00	263.25			1,791.55	179.16
	Invoiced	9,764.25	4,917.00	7,985.25	4,835.25	9,876.75	10,365.75	12,828.00	10,346.50	9,284.00	12,567.25			92,770.00	9,277.00
Expenses															
	Accounting	280.00	240.00	300.00	240.00	400.00	240.00	280.00	408.00	344.00	160.00			2,892.00	289.20
	Copies	262.50	231.50	343.00	289.50	163.50	196.50	270.00	244.00	66.00	189.00			2,255.50	225.55
	Insurance										15,049.20			15,049.20	15,049.20
	Software	24.00	24.00	24.00	24.00	24.00	24.00	36.00	36.00	36.00	36.00			288.00	28.80
	Office Supplies													-	#DIV/0!
	Parking/Mileage					6.35			10.70	6.35	106.08			129.48	32.37
	Rent			400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00			3,200.00	400.00
Expenses T	otal	566.50	495.50	1,067.00	953.50	993.85	860.50	986.00	1,098.70	852.35	15,940.28	-	-	23,814.18	1,984.52
Invoice Tota	al	10,330.75	5,412.50	9,052.25	5,788.75	10,870.60	11,226.25	13,814.00	11,445.20	10,136.35	28,507.53	-	-	116,584.18	
Payment Re	eceived	3/7/2023	3/31/2023	5/3/2023	6/5/2023	7/5/2023	8/3/2023	9/5/2023	10/2/2023	10/31/202	11/30/2023				
Days to rem	nit	35	31	33	36	35	34	36	32	31	30				33.30
Paid Total		\$ 10,330.75	5,412.50	9,052.25	5,788.75	10,870.60	11,226.25	13,814.00	11,445.20	10,136.35	28,507.53			116,584.18	

Upper Quarter Patrol Income and Expense

	Jar	nuary	Fe	ebruary	Ma	arch	Apr	il	Ma	y	June	Jı	uly	Aug	gust	Sep	otember	Oc.	tober	No	ovember	Dec	ember	To	otals
Income	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	-	\$	1,100,000
Expenses																									
FQMD 10% Admin Fee	\$	10,000	(	\$ 10,000	9	10,000	\$	10,000	\$	10,000	\$ 10,000		\$ 10,000	\$	10,000	\$	10,000	\$	10,000		\$ 10,000			- ;	\$ 110,000
Public Safety Services Corp.	\$	74,893	(	\$ 64,458	9	57,282	\$	120,244	\$	78,120	\$ 88,473		\$ 90,944	\$	79,301	\$	82,761	\$	110,712		\$ 71,542	\$	-		\$ 918,728
Total Expense	\$	84,893	\$	74,458	\$	67,282	\$	130,244	\$	88,120	98,473	\$	100,944	\$	89,301	\$	92,761	\$		\$	81,542	\$	-	\$	1
·																		12	0,712					1	,028,728
Net Income	\$	15,107	\$	25,542	\$	32,718	\$		\$	11,880	\$ 1,527	\$	(944)	\$	10,699	\$	7,239	\$		\$	18,459	\$	-	\$	71,272
							(30	),244)					, ,					(20	0,712)						
Balance	\$	259,508	\$	285,050	\$	317,768	\$ 2	287,524	\$	9	300,931	\$	299,988	\$	310,687	\$	317,926	\$	·	\$	315,673	\$	·	\$	
									29	9,404								29	7,214			31	5,673	3	15,673

Upper Quarter Patrol Income and Expense 2023 PSS Invoices

Date	1/8/2023	1/22/2023	2/5/2023	2/19/2023	3/5/2023	3/19/2023	4/10/2023	4/16/2023	4/30/2023	5/14/2023	5/28/2023	6/11/2023	6/25/2023	7/9/2023	7/23/2023	8/6/2023	8/20/2023	9/3/2023	9/17/2023	10/1/2023	10/15/2023	10/29/2023	11/12/2023	11/26/2023	12/10/2023	12/24/2023 Totals
Invoice	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049		
dates	12/32-1/7	1/8-1/21	1/22-2/4	2/5-2/18	2/19-3/4	3/5-3/18	3/19-4/1	4/2-4/15	4/16-4/29	4/30-5/14	5/15-5/27	5/28-6/10	6/11-6/24	6/25-7/8	7/9-7/22	7/23-8/5	8/6-8/19	3/20-9/2	9/3-9/16	9/17-9/30	10/1-10/14	10/15-10/29	10/30-11/11	11/12-11/25		
Patrol Hours	652.26	677.96	716.3	375.72	440.52	547.16	633.31	756.1	738.52	624.73	772.3	758.3	847.78	819.81	820.12	719.89	770.54	785.6	728.97	762.3	778.94	589.47	804.52	712.42		16,834
% shifts filled	80%	83%	88%	46%	54%	67%	78%	93%	91%	77%	95%	93%	104%	100%	101%	88%	94%	96%	89%	93%	95%	72%	99%	87%		
Patrol Staffing	\$ 30,188.52	\$ 30,884.57	\$ 31,542.28	\$ 18,434.82	\$ 19,804.58	\$ 24,264.54	\$ 27,996.41	\$ 36,510.24	\$ 34,572.38	\$ 30,050.18	\$ 34,511.22	\$ 35,056.68	\$ 39,046.74	\$ 40,133.31	\$ 36,956.34	\$ 32,273.57	\$ 34,643.48	35237.42		\$ 34,292.52			\$ 36,444.74	\$ 34,217.48		\$772,831.26
Admin & Supervision	\$ 6,480.00		\$ 6,480.00	\$ 6,480.00	\$ 6,480.00		\$ 6,480.00	\$ 6,480.00	\$ 6,480.00	\$ 6,480.00	\$ 6,480.00	\$ 6,480.00	\$ 6,480.00	\$ 6,480.00		\$ 6,480.00	\$ 5,440.00	6,480.00	\$ 6,480.00			\$ -				\$135,040.00
Insurance		\$ 242.25		\$ 811.39		\$ 252.42		\$ 252.42				\$ 757.26			\$ 252.42		\$ 252.42			\$ 252.42	\$ 252.42		\$ 252.42			\$ 3,577.84
Equipment																										\$ -
Mobile fees	\$ 250.00		\$ 250.00				\$ 378.00		\$ 284.34		\$ 158.66		\$ 212.22		\$ 211.53		\$ 211.57		211.73		211.86		211.86			\$ 2,591.77
Software		\$ 367.50		\$ 460.00			\$ 370.00		\$ 440.00		\$ 440.00		\$ 440.00		\$ 430.00			425		465		435		415		\$ 4,687.50
	\$36,918.52	\$37,974.32	\$38,272.28	\$26,186.21	\$26,284.58	\$30,996.96	\$35,224.41	\$43,242.66	\$41,776.72	\$36,530.18	\$41,589.88	\$42,293.94	\$46,178.96	\$46,613.31	\$44,330.29	\$38,753.57	\$40,547.47	\$42,142.42	\$40,618.36	\$41,489.94	\$41,966.94	\$27,254.95	\$36,909.02	\$34,632.48	\$ -	\$ - \$918,728.37
Date	1/18/2023	2/1/2023																9/12/2023								
Paid	\$36,918.52	\$37,974.32	\$38,272.28	\$26,186.21	\$26,284.58	\$30,996.96	\$35,224.41	\$43,242.66	\$41,776.72	\$36,530.18	\$41,589.88	\$42,293.94	\$46,178.96	\$46,613.31	\$44,330.29	\$38,753.57	\$40,547.47	42,142.42	\$40,618.36	\$41,489.94	\$41,966.94	\$27,254.95	\$36,909.02	\$34,632.48		\$918,728.37
																			· ·					· ·		

BILLING	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Date	1/3/2023	2/2/2023	3/3/2023	4/3/2023	5/1/2023	6/12/2023	7/28/2023	8/1/2023	9/6/2023	10/3/2023	11/2/2023		
Invoice#	1058	1059	1060	1061	1062	106	1064	1065	1066	1068	1069		
						3							
Amount	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000		1,100,000
PAYMENTS													
Check#	ACH	ACH	ACH	ACH	ACH	ACH	ACH	ACH	ACH	ACH	ACH		
Date	1/1/2023	2/13/2023	3/13/2023	4/12/2023	5/16/2023	6/20/2023	8/7/2023	8/7/2023	9/12/2023	10/12/2023	11/13/2023		
Amount	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000		1,100,000
RECEIVABL	-	-	-	-	-	-	-	-	-	-	-		-
E													