

## FINANCE & DEVELOPMENT COMMITTEE

### Meeting Notes

Monday, 10 June 2024, 1:00 pm

*The Historic New Orleans Collection, Boyd Cruise Room*

*410 Chartres Street, New Orleans, LA 70130*

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

The meeting was called to order at 1:00 pm.

COMMITTEE MEMBERS				VOTES			
First Name	Last Name	Present	Absent	Approve mtg notes	Budget Adjustment to 2023-2024 State Appropriation	Fourth Amendment to UQP CEA with NO&CO	Proceed with procurement and funding of Royal Street Barricades
Frank	Zumbo	X		Yes	Yes	Yes	Yes
Heidi	Raines	X		Yes	Yes	Yes	Yes
Sue	Klein	X		-	Yes	Yes	Yes
Christine	Bondio	X		Yes	Yes	Yes	Yes
Jane	Cooper	X		Yes	Yes	Yes	Yes

#### INTRODUCTION OF ATTENDEES:

GUESTS		
First	Last	Role
Shelby	Ursu	FQMD Coordinator
Karley	Frankic	FQMD Executive
Chad	Pellerin	Resident
Eric	Smith	City's CAO Office

#### 2. Public Comment:

No written public comment was received.

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

**Christine Bondio motioned to approve the previous meeting notes. Heidi Raines seconded the motion, and it was approved.**

#### 4. Discussion – Discussion by Committee of the 2025 French Quarter Economic Development District Budget

Karley Frankic reported that the timeline for all City budgets to be approved has been adjusted to November instead of December, meaning that the 2025 French Quarter Economic Development District (FQEDD) budget process will begin earlier this year. She stated that the FQMD Committees are being asked this month to prepare a budget wish list, which will be refined throughout June and July. The Chief Administrative Office (CAO) will then assign cost estimates to each budget item before the August 6<sup>th</sup> Finance and Development Committee meeting. Ms. Frankic said that the goal is to have the Finance and Development Committee refine the budget in August in order to present the first draft to the Board in September, which will then be finalized in October. Ms. Raines asked what the contingency plan is in order to prevent any last minute budget line item requests. Ms. Franic replied that she and Jane Cooper are meeting monthly with Courtney Story and Eric Smith of the CAO to

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keep up to date with communication and to make it clear that there will be no delays similar to last year. She added that by starting the budget process earlier this year, things should be able to move forward in a smoother and more timely manner. Ms. Frankic stated that the FQEDD Agreement Monitors will be having a more detailed discussion on the budget at the June 24<sup>th</sup> meeting. She suggested that the Finance and Development Committee hold a meeting at the end of June to discuss the multiple sources of funding, upcoming new programs, additional FQMD staff, and Civil Service requirements. Ms. Frankic will draw up the budget timeline before the June 24<sup>th</sup> Agreement Monitors meeting.

5. Discussion – Discussion by Committee of the 2024-2025 State Appropriation **\*Ms. Frankic noted an error in the agenda, correcting the agenda item to the 2023-2024 State Appropriation.**

See attached document. Chair Frank Zumbo reported that the FQMD must demonstrate that it spent, in full, by the end of June all of the \$1.5M of the 2023-2024 State appropriation, adding that there is a motion for the Committee to consider today to recommend to the Board a budget adjustment from what was originally approved. Ms. Frankic added that initially the Board approved the State 2023-2024 appropriation budget to be allocated among several programs, with some coming in at a lower cost, others that cannot be completed by the end of June, and one that was an expansion of an existing program, a budget adjustment is necessary. This will show the State that the FQMD has made good use of the previous year's appropriation and worthy of future appropriations. She added that by designating the additional patrol program expenditures to complete the full appropriation of the \$1.5M, this would allow the FQMD to get the remaining \$750,000 reimbursement back from the State and use it as a revolving fund for the reimbursable expenses of the 2024-2025 appropriation.

- a. Motion – Consider a motion to recommend to the Board of Commissioners a budget adjustment to the 2023-2024 State Appropriation

**Ms. Raines made a motion to recommend to the Board of Commissioners a budget adjustment to the 2023-2024 State appropriation. Ms. Cooper seconded the motion, and it was approved.**

6. Discussion – Discussion by Committee of a fourth amendment to the Cooperative Endeavor Agreement with New Orleans and Company for the Upper Quarter Patrol

See attached document. Mr. Zumbo reviewed the revisions within the Cooperative Endeavor Agreement (CEA) with the Committee, noting that this will be the fourth amendment to the CEA. Ms. Frankic pointed out that the current term goes through 12/31/2024 and noted that the “Royal Street Patrol” has been changed within the agreement to the “Upper Quarter Patrol” (UQP). Mr. Zumbo stated that the overall goal of the revisions to the CEA is to make the agreement broader in allowable uses.

- a. Motion - Consider a motion to recommend to the Board of Commissioners a fourth amendment to the Cooperative Endeavor Agreement with New Orleans and Company for the Upper Quarter Patrol

**Ms. Cooper made a motion to recommend to the Board of Commissioners a fourth amendment to the Cooperative Endeavor Agreement with New Orleans and Company for the Upper Quarter Patrol. Sue Klein seconded the motion, and it was approved.**

7. Discussion – Discussion by Committee of upcoming Cooperative Endeavor Agreements with the City of New Orleans

- a. FQMD authorization to repair City-owned Infrastructure

See attached document. Ms. Frankic reviewed the draft CEA with the Committee and stated that it has been reviewed and approved by Sharonda Williams, the Board's legal counsel, and is now with the City for review. She stated that this CEA gives the FQMD the authority to repair city-owned assets without being liable for property it does not own, should the funding be made available. Ms. Frankic noted that the CEA has been revised to say “infrastructure” so that it can include repairs for more than just streetlights, like sidewalks and signage. Once a contractor is selected for repairs, another agreement between the FQMD, the City, and the contractor will be required. Ms. Bondio asked which Committee these types of projects would fall under and who would determine the projects and timelines. Ms. Frankic answered that the Board will decide which projects to approved. Timelines and scopes of work recommendations for issues like sidewalks and streetlights have been areas of focus within the Livability Committee. She noted that Bob Bejarano, the FQMD Program Manager, will be able to take on these projects, but will remain part-time, meaning that a full-time Program Manager will need to be hired. Ms. Raines suggested

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adding liability language into the CEA to make it clear that the FQMD is not performing the repairs. Ms. Klein agreed, stating it would be wise to add in language that stresses that the FQMD would act as administrator to the projects, while a selected contractor would be responsible for managing the repair work. Ms. Raines asked Ms. Frankic if she could relay the Committee's suggestions back to Ms. Williams for her feedback. Ms. Frankic will report back to the Committee where the revised liability language is expressed in the draft CEA.

- b. Conveyance of State Appropriation materials including North Rampart Street Improvements and Trash Receptacles

Ms. Frankic reported that because the FQMD is a State political subdivision and cannot make donations, the conveyance of State appropriation materials will be done through a CEA, which will also cover maintenance of the improvements by the City. She added that it is a two-page agreement that Ms. Williams has already reviewed and is now being reviewed by the City. Ms. Frankic noted that this should be wrapped up quickly as the materials are already on site.

## 8. Discussion – Discussion by Committee of the OJP Byrne Discretionary Grants

Ms. Frankic informed the Committee that NO&CO had previously asked Representative Troy Carter for \$4.5M of funding for the UQP and infrastructure improvements, noting that after the legislative process, the total amount of grant funding is \$963,000. Ms. Frankic stated that she was only recently made aware of the OJP Byrne discretionary grants and had to move quickly in order to get the grant application in by today's deadline. She stated that since the funding was originally intended for the UQP, within the application the FQMD requested allocating the funding to extend the Expanded Upper Quarter Patrol (EUQP) for one year's expenditures, purchase 15 protective Kevlar vests for the UQP officers, and allocate \$150,000 of the grant fund for infrastructural repairs. She noted that the remaining funds would go to the Greater New Orleans Foundation for grant administration. Ms. Frankic stated that there is no Committee action necessary regarding the OBP Byrne grant at this point in time and pointed out that this grant is reimbursable. Mr. Zumbo suggested putting together a document showcasing all of the different sources of funding and the programs funded by each source so that the Board can easily comprehend the information.

## 9. Discussion – Discussion by Committee of Security & Enforcement Committee recommendation to proceed with funding and procurement of the historic Royal Street Pedestrian Mall Barricades

See attached documents. Ms. Frankic reviewed the documents with the Committee, stating that the Security and Enforcement (SEC) Committee passed a motion to proceed with replacing the historic Royal Street Pedestrian Mall barricades. She reported that Mr. Bejarano received a quote for the barricades, which are \$2,000 each and would total \$16,000 with contingency costs. Ms. Frankic added that the SEC Committee discussed looking into lighter weight materials for the barricades so that the demobilization can be a quicker and easier process when Emergency Responder Vehicles need to get through. She stated that the funds for this project would come out of the Patrol account.

**Ms. Raines made a motion to approve proceeding with the funding and procurement of the historic Royal Street Pedestrian Mall barricades, with the funding to come out of the Patrol account and to not exceed \$20,000. Ms. Klein seconded the motion, and it was approved.**

## 10. Discussion – Discussion by Committee of 2023 Audit

Ms. Frankic reported that the 2023 audit is on track and will be completed on time. She noted that there is one requirement that the FQMD will not meet, which is the verification of IT backups. Ms. Frankic informed the Committee that this is now written into the contract with OMNI IT to ensure that the FQMD will meet this requirement for the 2024 audit.

## 11. Discussion – Discussion by Committee of Updates on the Information Technology Support Services Contract

Ms. Frankic reported that the OMNI IT contract has been signed. She stated that OMNI IT staff will be coming to the FQMD office this Friday to start the data migration process and set up the new Wi-fi infrastructure. Ms. Frankic added that the migration process will extend through the weekend and should be completed by Monday. She informed the Committee that the FQMD staff may not have access to their emails during the migration process but will be reachable by phone.

## 12. Discussion – Discussion by Committee of Updates on Public Relations

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Ms. Frankic stated that Ellie Rand Public Relations (ERPR), FQMD's public relations and marketing firm, still needs to submit the revised public relations strategic plan. She noted that the timeline for promoting the new programs has been delayed. Ms. Frankic informed the Committee that ERPR is preparing to have a kickoff event to promote the Glass Half Full glass recycling program at the Jazz Museum later this month, and a ribbon cutting event in July to promote the North Rampart Street pedestrian safety and signage initiative. Ms. Cooper added that this is new territory for the FQMD, and she will assess ERPR's deliverables with FQMD staff in a few months.

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 by the Committee.

14. Next Meeting Date: 6 August 2024

The next scheduled meeting of the Committee is Tuesday, August 6<sup>th</sup>, 2024, at 3:00 PM. The Committee agreed to coordinate via email a second June Committee meeting to discuss the multiple sources of funding, with the date, time, and location to be determined.

15. Adjournment

Ms. Cooper made a motion to adjourn. Ms. Bondio seconded the motion, and the meeting was adjourned at 1:50 PM.

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries	49,220.00	30,000.00	56,578.80	(7,358.80)
Related Benefits (employer share)	2,010.00	1,146.30	2,253.75	(243.75)
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals	400.00	-	\$ 400.00	0.00
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service	900.00	777.31	777.31	122.69
Postage				
Utilities				
Other	42,927.00	1,502.82	3,962.82	38,964.18
Office lease		1,260.00	3,720.00	
PM Software		242.82	242.82	
Office Supplies	2,000.00	1,361.90	2,015.40	(15.40)
Professional Services	1,184,082.00	1,278,351.91	1,392,206.88	(208,124.88)
Other Charges	132,461.00		0.00	132,461.00
Acquisitions & Major Repairs	86,000.00	92,220.00	92,220.00	(6,220.00)
Totals	1,500,000.00	1,406,863.06	1,553,977.78	(50,414.96)

Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures including this quarter's expenditures	Balance Remaining
Professional Services:				
Public Safety Services EUQP	476,352.00	102,091.33	110,918.90	365,433.10
Public Safety Services UQP*		907,250.58	907,250.58	(907,250.58)
Glass Half Full	212,730.00		105,027.40	107,702.60
Traffic Commander	200,000.00	200,000.00	200,000.00	0.00
ERPR	45,000.00	21,000.00	21,000.00	24,000.00
TBD	250,000.00			201,990.00
John Wyatt Foard		510.00	510.00	
(royal st barricades)		40,000.00	40,000.00	
Sharonda Williams		7,500.00	7,500.00	
Totals	1,184,082.00	1,278,351.91	1,392,206.88	(208,124.88)

\*Note: Includes Jun23-mid May24 reimbursement ONLY, NO remaining FY24 payouts (mid-May through June24)

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

## Amendment-Recitals and Obligations #4

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: 12/31/2023 to 12/31/2024

**BACKGROUND AND PURPOSE.** The parties desire to expand the terms of the Recitals and Obligations to provide for a larger patrol zone and directive and other public safety and quality-of-life programs and initiatives for the French Quarter.

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

**1. RECITALS.** The parties hereby agree that the Recitals of the Agreement will be amended as follows:

4. Add after “to expand the existing Royal Street Patrol (RSP), a supplemental police patrol program for the French Quarter, currently funded by private parties” “, to be known as the Upper Quarter Patrol (UQP).”
5. Replace “to include Bourbon Street and the intersecting cross streets from Canal to St. Peter Streets up to Dauphine Street (Zone 6), as depicted in Attachment A to this agreement” with “within the French Quarter Management District boundaries”
6. Replace “into Zone 6 to provide a heightened police presence within the boundaries of the Zone 6” with “within the French Quarter Management District boundaries”.
6. Add “The Company shall provide funds to the FQMD for other programs in compliance with the defined functions listed in Louisiana Revised Statute 25:799 within the French Quarter Management District boundaries”

**2. OBLIGATIONS**

I. Company Funding Commitment to the FQMD: Replace “for the sole purpose of funding the FQMD's role in the administration and management of the Royal Street Patrol and any associated costs” with “for the purpose of funding FQMD’s legislative functions including, but not limited to, the administration and management of the Royal Street Patrol and any associated costs”.

Replace “Royal Street Patrol” with “UQP”

II. Obligations of the FQMD.G. After “Provide financial and administrative reports to New Orleans & Company monthly” add “on the expenditure of the funds for patrols and other programs funded within the terms of this Agreement.”

Replace “RSP” with “UQP” throughout the Agreement.

3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Nothing in this Amendment relieves the FQMD of their obligation to provide the UQP in accordance with the previously executed 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.

\_\_\_\_\_  
Walter J. Leger III, Executive President & CEO  
New Orleans & Company

\_\_\_\_\_  
Jane Cooper, Board Chair  
French Quarter Management District



**COOPERATIVE ENDEAVOR AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**FRENCH QUARTER MANAGEMENT DISTRICT**

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

**RECITALS**

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

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

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

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

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

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

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

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

The FQMD will:

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

- B. Comply with Public Bid Law (La. Rev. Stat. 38:2211 et seq) for the selection of any engineering firm to design and oversee any projects.
- C. Comply with Public Bid Law (La. Rev. Stat. 38:2211 et seq) in the selection of any ContractorX to perform the work necessary to complete the projects.
- D. Enter into a subsequent agreement with the City and the selected Contractor for the performance of all work.
- E. Agree that ownership of all improvements belong to the City.

Commented [1]: Same comment as above. If FQMD is doing the work, there is no need to include any provision regarding public bid law here.

Commented [2]: This is not clear

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

The City will:

- A. Administer this Agreement through the Chief Administrative Office (the "Department").
- B. Provide the FQMD with any documents ~~including to include~~, but not limited to, maps, drawings, plans, specifications, scopes of work, engineering data, traffic data, GIS data, facility condition index data for road conditions, historical construction data, construction estimates, and any previously conducted surveys and assessments deemed necessary for the FQMD's performance of any work required under this Agreement.
- C. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the FQMD.

## **ARTICLE III - FUNDING**

There is no funding obligation under this Agreement.

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

- A. **Term.** The term of this agreement shall be for 1 year from the Effective Date.
- B. **Extension.** The City Parties can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.
- C. **Termination for Convenience.** The City Parties may terminate this Agreement at any time during the term of the Agreement by giving the ~~FQMD~~ other Party written notice of the termination at least 30 calendar days before the intended date of termination. FQMD shall be allowed to complete any projects that are in progress at the time of termination.
- D. **Termination for Cause.** The City Parties may terminate this Agreement immediately for cause by sending written notice to the ~~Contractor~~ other Party. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to

the challenging party; no further notice will be required. FQMD shall be allowed to complete any projects that are in progress at the time of termination.

## **ARTICLE V - INDEMNITY**

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

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

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

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

## **ARTICLE VI - INSURANCE**

Insert Risk Manager's recommendation here. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor FQMD agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans.

**Commented [3]:** This appears to be the City's RM's language. I would check this with our own insurance broker.

**A. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor FQMD's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.**

### **1. Insurance Requirements:**

~~Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000. All employers must provide this coverage or be registered as a "Self- Insured" entity with the State.~~

a.

b. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

a. ~~Business Automobile Insurance (Where applicable) with a combined single limit of liability of not less than \$500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.~~

~~ContractorFQMDs shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.~~

c.

~~Important: The obligations for the ContractorFQMD to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the ContractorFQMD from any liability incurred as a result of their activities/operations in conjunction with the ContractorFQMDs obligations and/or Scope of Work.-~~

d.

~~Additional Insured Status: The ContractorFQMD and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers,~~

officials, employees, and volunteers are to be covered as “Additional Insureds” on the CGL policy with respect to liability arising out of the performance of this agreement. General liability insurance coverage can be provided in the form of an endorsement to the ~~Contractor~~FQMDs insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

e.

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

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

—Primary Coverage: For any claims related to this agreement, the ~~Contractor~~FQMDs insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the ~~Contractor~~FQMDs coverage.

f.

—Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the

beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, ContractorFQMD must purchase “extended reporting” coverage for minimum of 3 years after the termination of this agreement.

g.

—Waiver of Subrogation: The ContractorFQMD and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

h.

—Notice of Cancellation: Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

i.

—Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the City.

j.

—Notice: Upon request the ContractorFQMD will provide the City’s Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days:

—Copies of all policies of insurance, including all policies, forms, and endorsements:

—Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

k.

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

#### ARTICLE VII - PERFORMANCE MEASURES

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

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

#### ARTICLE X - NON-DISCRIMINATION

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

B. **Non-Discrimination.** In the performance of this Agreement, the FQMD will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the FQMD in any of FQMD's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or

Commented [4]: Should this be deleted?

Commented [5R4]: What is the concern here? The City usually likes to include performance measures in all agreements. If we have a specific concern, we can revise.

membership in all business, social, or other establishments or organizations operated by the ~~Contractor~~ [FQMD](#). The FQMD agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

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

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

#### **ARTICLE XI - INDEPENDENT CONTRACTOR**

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

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

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

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

#### **ARTICLE XII - FORCE MAJEURE**

**A. Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any



other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

**B. Notice.** To seek the benefit of this Article, the City must provide notice in writing to the ~~Contractor~~FQMD stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

**C. Effect.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
  - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the ~~Contractor~~FQMD must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
  - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to ~~Contractor~~FQMD and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

### **ARTICLE XIII - NOTICE**

**A. In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

**1.** To the City:

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

&

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

**2.** To the ~~Contractor~~FQMD:

Executive Director

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

&

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

**B. Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

**C. Notification of Change.** Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

#### **ARTICLE XIV - ADDITIONAL PROVISIONS**

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

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

**C. Audit and Other Oversight**

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

**2.** The FQMD will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the FQMD to provide the Office of

Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the FQMD agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE XV - COUNTERPARTS**

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

#### **ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY**

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

**[SIGNATURES CONTAINED ON NEXT PAGE]**

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

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

**CITY OF NEW ORLEANS**

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

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

**FORM AND LEGALITY APPROVED:**  
Law Department

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

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

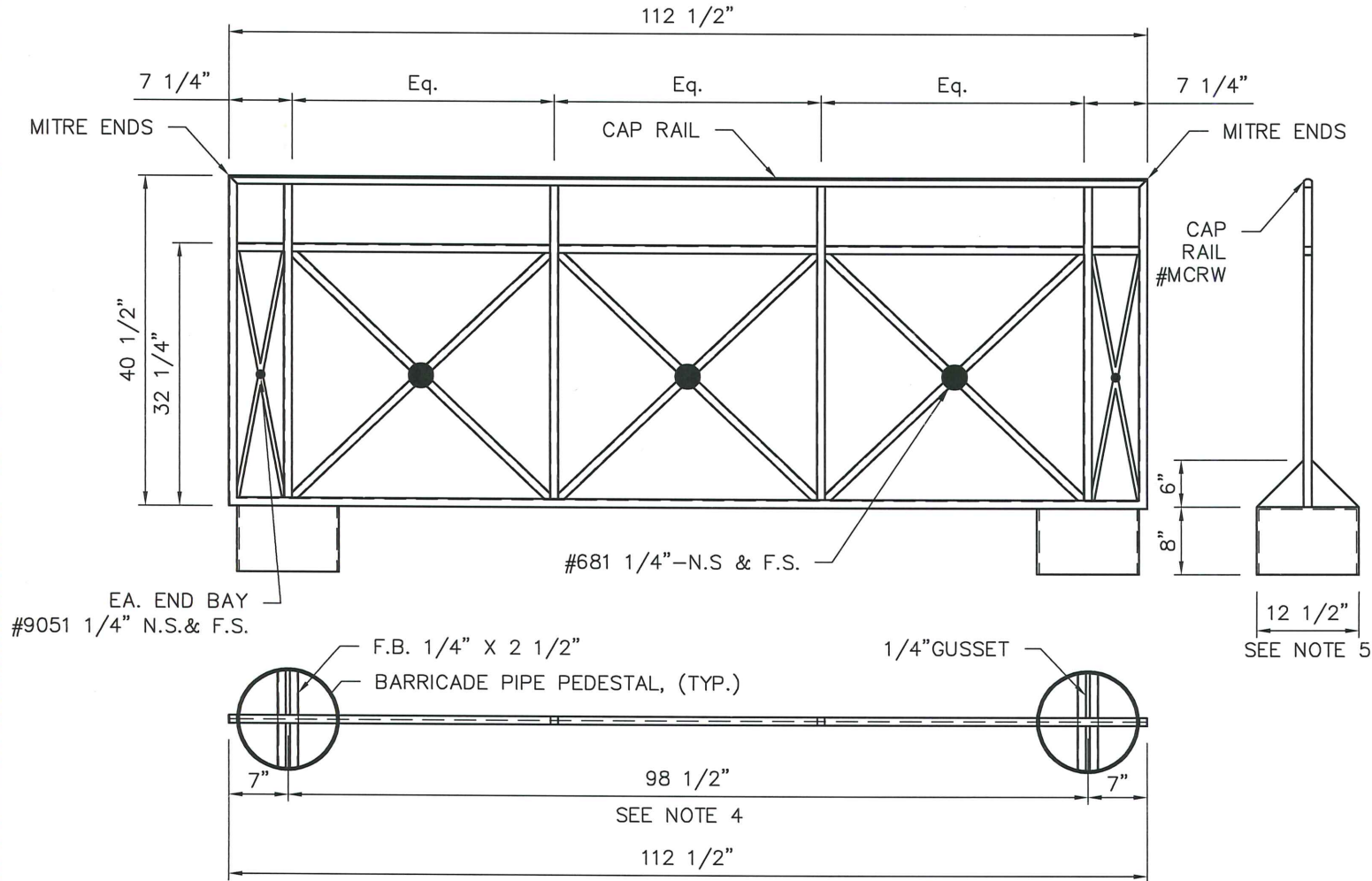
**FRENCH QUARTER MANAGEMENT DISTRICT**

BY: \_\_\_\_\_  
JANE COOPER, BOARD CHAIR

\_\_\_\_\_  
**FEDERAL TAX I.D.**

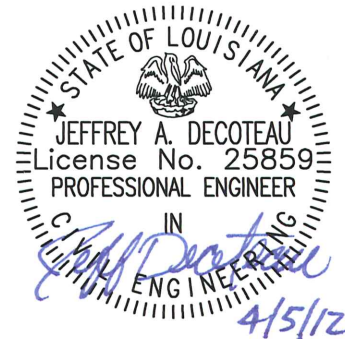
	\$1,260	2012	Cost from DPW
	\$3,780	2024	Estimated cost from DPW
Unit	\$ 3,780	+10%	Contingency
5	\$ 18,900	\$ 20,790	Orleans, St. Peter, Toulouse, St. Louis + 1 extra
9	\$ 34,020	\$ 37,422	Both ends of blocks + 1 extra
7	\$ 26,460	\$ 29,106	Orleans, St. Peter, Toulouse, St. Louis, Conti, Bienville + 1 extra
13	\$ 49,140	\$ 54,054	Both ends of blocks + 1 extra
Unit	\$ 4,000	+10%	Contingency
5	\$ 20,000	\$ 22,000	Orleans, St. Peter, Toulouse, St. Louis + 1 extra
9	\$ 36,000	\$ 39,600	Both ends of blocks + 1 extra
	\$ -		
7	\$ 28,000	\$ 30,800	Orleans, St. Peter, Toulouse, St. Louis, Conti, Bienville + 1 extra
13	\$ 52,000	\$ 57,200	Both ends of blocks + 1 extra

100% FINAL PLANS





**BARRICADE NOTES:**

1. ALL STEEL PARTS SHALL BE A36 GRADE OR EQUAL.
2. ALL CONNECTIONS SHALL BE CONTINUOUS  $\frac{3}{8}$ " WELDS AND SANDED FLUSH AT FRONT AND BACK.
3. ALL STEEL FABRICATION SHALL BE PERFORMED AT THE SHOP.
4. ALL DIMENSIONS, SPACING, AND CONDITIONS OF EACH RECEIVING ROAD PIPE SLEEVE SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO FABRICATION.
5. THE BARRICADE PIPE PEDESTALS SHALL BE SIZED WITHIN  $\frac{1}{4}$ " OF THE RECEIVING PIPE LINE SLEEVES OR 12"-SIZED TO FIT.
6. ALL INTERIOR CROSS-RAILS (MIDDLE BAYS) AND FRAMING SHALL BE 1" X 1" NOMINAL X 11 GAGE TUBE STEEL (T.S.), TYP.
7. THE TWO EXTERIOR CROSS-RAILS (END BAYS) SHALL BE  $\frac{1}{2}$ " X  $\frac{1}{2}$ " SOLID SQUARE BAR.
8. ALL GUSSET PLATES AND DECORATIVE ROUNDS SHALL BE MADE FROM  $\frac{1}{4}$ "-THICK STEEL PLATE.
9. THE BARRICADE FINISH SHALL BE STANDARD SHOP PRIME AND BLACK PAINT.
10.  $\frac{3}{4}$ "-WIDE YELLOW REFLECTIVE TAPE SHALL BE APPLIED TO BOTH SIDES OF THE CAP AND BOTTOM RAIL ALONG THE FULL LENGTH OF THE BARRICADE.



**ROYAL STREET BARRICADE DETAIL**

N.T.S.

 <b>DOTD</b> DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT	ROYAL STREET ROYAL STREET BARRICADE DETAIL		NO. _____ DATE _____	REVISION DESCRIPTION _____ BY _____	DESIGNED _____ CHECKED _____	BSR _____ BSR _____	PARISH _____ ORLEANS	SHEET _____ NUMBER _____
					DETAILED _____ CHECKED _____	BSR _____ BSR _____	FEDERAL PROJECT _____ ER-ERP1(037)	7
					DATE _____ SHEET _____	APRIL 2012 1	STATE PROJECT _____ H.005902.5	



	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Income	100,000	100,000	100,000	100,000	100,000	-	-	-	-	-	-	-	500,000
Expenses													
FQMD 10% Admin Fee	10,000	10,000	10,000	10,000	10,000								50,000
Public Safety Services Corp.	85,752	53,599	119,431	88,455	81,004	-	-	-	-	-	-	-	428,242
Total Expense	95,752	63,599	129,431	98,455	91,004	-	-	-	-	-	-	-	478,242
Net Income	4,248	36,401	(29,431)	1,545	8,996	-	-	-	-	-	-	-	
Balance	327,361	363,763	334,332	335,876	344,872	344,872	344,872	344,872	344,872	344,872	344,872	344,872	344,872

Date	1/7/2024	1/21/2024	2/4/2024	2/18/2024	3/3/2024	3/17/2024	3/31/2024	4/14/2024	4/28/2024	5/12/2024	5/26/2024	6/9/2024	6/23/2024	7/7/2024	7/21/2024	8/4/2024	8/18/2024	9/1/2024	9/15/2024	9/29/2024	10/13/2024	10/27/2024	11/10/2024	11/24/2024	12/8/2024	12/22/2024	TOTALS
Invoice	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062																
dates	12/26-1/6	1/7-1/20	1/21-2/3	2/4-2/17	2/18-3/2	3/3-3/16	3/17/3/31	4/1-4/14	4/15-4/27	4/28-5/11	5/12-5/25																
Patrol Hours	852.15	631.5	612.29	296.4	678.83	808.32	769.41	787.13	798.76	744.73	720.62																7700.14
% shifts filled	104%	77%	75%	36%	83%	99%	94%	96%	98%	91%	88%																86%
Patrol Staffing	43,218.63	30,606.91	28,196.81	14,783.86	31,204.03	37,105.70	35,464.29	38,873.52	39,119.73	36,922.51	33,593.56																369,089.55
Admin & Supervision	6,480.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00																54,480.00
Insurance				791.79	253.26			253.26		253.26																	1,551.57
Equipment																											-
Mobile fees	211.87			226.09		183.76		183.85		219.98																	1,025.55
Software		435.00			405.00		415.00		425.00		415.00																2,095.00
	49,910.50	35,841.91	32,996.81	20,601.74	36,662.29	42,089.46	40,679.29	44,110.63	44,344.73	42,195.75	38,808.56	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	428,241.67
Date	1/17/2024	2/7/2024	2/13/2024	2/27/2024	3/14/2024	3/26/2024	4/17/2024	4/25/2024	5/8/2024	5/20/2024																	
Paid	49,910.50	35,841.91	32,996.81	20,601.74	36,662.29	42,089.46	40,679.29	44,110.63	44,344.73	42,195.75																	

BILLING	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Date	1/3/2024	2/6/2024	3/4/2024	4/2/2024	5/9/2024								
Invoice #	1071	1073	1082	1083	1084								
Amount	100,000	100,000	100,000	100,000	100,000								500,000
PAYMENTS													
Check #	99000747	99000822	99000878	ACH	ACH								
Date	1/18/2024	2/20/2024	3/18/2024	4/8/2024	5/20/2024								
Amount	100,000	100,000	100,000	100,000	100,000								500,000
RECEIVABLE	-	-	-	-	-	-	-	-	-	-	-	-	-

Date	3/31/2024	4/14/2024	4/28/2024	5/12/2024	5/26/2024	6/9/2024	6/23/2024	6/30/2024	Totals	
Invoice	1002	1003	1004	1005	1006					
dates	3/17-331	4/1-4/13	4/14-4/27	4/28-5/11	5/12-5/25					
Patrol Hours	117.31	198.88	201.79	216.71	259.47				994.16	
Patrol Staffing	6,907.51	12,251.86	12,512.81	13,574.87	15,049.26				60,296.31	
Admin & Supervision	1,920.00	1,920.00	1,920.00	1,920.00	1,920.00				9,600.00	
Insurance									-	
Equipment									-	
Mobile fees			1,720.50						1,720.50	
Software			271.29		192.50				463.79	
	8,827.51	14,171.86	16,424.60	15,494.87	17,161.76	-	-	-	72,080.60	-
Date	4/4/2024	4/25/2024	5/8/2024	5/20/2024						
Paid	8,827.51	14,171.86	16,424.60	15,494.87					54,918.84	

Invoice #															
Date		1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024		
Billable Month		January	February	March	April	May	June	July	August	September	October	November	December	2024 Total	Mo Average
Personnel	Hours	136.25	118.25	131.50	172.75	186.25								745.00	149.00
	Invoiced	6,696.25	6,107.75	6,863.50	7,779.25	8,931.25								36,378.00	7,275.60
Expenses															
	Accounting	195.50	340.00	170.00	255.00	170.00								1,130.50	226.10
	Copies	369.00	339.50	93.00	177.00	117.50								1,096.00	219.20
	Insurance	-	-	-	-									-	-
	Software	36.00	36.00	36.00	48.00	48.00								204.00	40.80
	Office Supplies	80.8	-	-	-									80.80	-
	Parking/Mileage	6.35	-	12.70	50.68	6.35								76.08	15.22
	Rent	400.00	440.00	420.00	420.00	420.00								2,100.00	420.00
Expenses Total		1,087.65	1,155.50	731.70	950.68	761.85	-	-	-	-	-	-	-	4,687.38	390.62
Invoice Total		7,783.90	7,263.25	7,595.20	8,729.93	9,693.10	-	-	-	-	-	-	-	41,065.38	
Payment Received		3/5/2024	4/8/2024	5/5/2024											
Days to remit		34	39	35											36
Paid Total		\$ 7,783.90	\$7,263.25	\$7,595.20										22,642.35	