

## FINANCE & DEVELOPMENT COMMITTEE

### Meeting Notes

Tuesday, 5 November 2024, 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.

COMMITTEE MEMBERS				VOTES			
First Name	Last Name	Present	Absent	Approve mtg notes	Approve 2025 budget proposals with the discussed revisions	Approve renewal of John Wyatt Foard LLC Service Agreement and increase cap to \$25K	Approve AIA Service Agreement to be signed & executed by Board Chair
Frank	Zumbo	X		Yes	Yes	Yes	Yes
Heidi	Raines	X		Yes	Yes	Yes	Yes
Sue	Klein	X		Yes	Yes	Yes	Yes
Christine	Bondio	X		Yes	Yes	Yes	Yes
Jane	Cooper	X		Yes	Yes	Yes	Yes
Alex	Fein	X		Yes	Yes	Yes	Yes

#### INTRODUCTION OF ATTENDEES:

GUESTS		
First	Last	Role
Michelle	Courseault	FQMD Executive Director
Shelby	Ursu	FQMD Coordinator
John	Foard	FQMD Accountant
Glade	Bilby	FQMD Commissioner

#### 2. Public Comment:

No written public comment was received.

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

**Christine Bondio made a motion to approve the previous meeting notes. Sue Klein seconded the motion, and it was approved.**

#### 4. Discussion – Discussion by Committee to Review the 2025 Budget Proposals

##### a. Contract Renewal Income in 2024 or 2025 budget

See attached document. Committee Chair Frank Zumbo reviewed the 2025 budget workbook with the Committee. He reminded the Committee that the 2025 budget will be presented at the Board meeting next Tuesday and advertised to the public, but will not be voted on for final approval until the December 9<sup>th</sup> Board meeting. He stated that the Board will need to see the more detailed 2025 budget spreadsheet, but a simplified version will be created by Michelle Courseault, the FQMD Executive Director, to be publicly advertised. John Foard, the FQMD accountant, stated that the biggest concern is that the OJP Byrne grant funds and the \$1.25M 2024-2025 State appropriation funds have not yet been received, with no clear timeline of when to expect the funds. He added that the 2024 budget will need to be revised, noting that the budget can only be off by 5% with the auditors. Jane Cooper reported that she signed the 2024-2025 State appropriations Cooperative Endeavor Agreement which will now be sent to the State. She added that she believes half of the \$1.25M will be received this

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year. The Committee agreed to put half of the 2024-2025 State appropriations funds into the 2024 budget amendment, which will be presented at the December 9<sup>th</sup> Board meeting, and to put the other half of the appropriation funds into the 2025 budget. The Committee agreed to put the OJP Byrne grant funds into the 2025 budget.

- b. Advertising/Marketing
  - i. Referendum Vote
  - ii. Public Relations

Mr. Zumbo asked the Committee if \$5K per month, totaling at \$60K a year, should be added into the 2025 budget for marketing and public relations. He asked if the Committee remembered what was spent on advertising and public relations when the tax referendum was up for vote previously. Committee Vice-Chair Heidi Raines replied that no funds were spent on advertising for the tax referendum previously, noting that the FQMD cannot influence the vote. Ms. Klein agreed, stating that the FQMD cannot lobby. Alex Fein suggested that the FQMD Commissioners speak with their individual organizations and encourage these separate entities to speak publicly about the vote. Mr. Zumbo agreed, and suggested that Ellie Rand Public Relations (ERPR) develop a document that the outside organizations and stakeholders can spread around that will detail the FQMD's story and programs, while showcasing the positive impact that these programs continue to make for the French Quarter. Ms. Raines added that the FQMD can still fund awareness campaigns. Ms. Cooper recommended putting the \$5K a month into the 2025 budget and the Committee agreed. Mr. Zumbo noted that a mid-year budget adjustment can always be made if necessary.

- c. Legal and Professional Fees
  - i. Renewal of John Wyatt Foard LLC service agreement

See attached document. Mr. Zumbo stated that the cap needs to be changed for 2025. He noted that Mr. Foard's work increased dramatically during the interim after Karley Frankic's resignation, and the FQMD has almost reached the limit in the 2024 service agreement. Ms. Cooper stated that Mr. Foard has done a lot of dedicated work with the budgets and suggested to the Committee an increase in the cap to \$25K. Ms. Courseault asked which budget this would apply to. Mr. Foard replied that his time is between the Operating account, the FQEDD administration account, and the State appropriations budget.

- 1. Motion – Consider a motion to recommend approval to the Board of Commissioners of renewing the John Wyatt Foard LLC service agreement

**Ms. Cooper made a motion to recommend approval to the Board of Commissioners renewal of the John Wyatt Foard LLC service agreement and to increase the cap to \$25,000.00 per calendar year. Mr. Fein seconded the motion, and it was approved.**

- d. Mardi Gras Bead Recycling Program Expansion

Ms. Cooper stated that with the success of the Mardi Gras bead recycling program this year, more hotels have shown interest in joining the program for 2025. She reminded the Committee that the hotels that signed up for the program this year that fell within the FQMD's footprint were paid for through the 2023-2024 State appropriations budget, while the hotels that were in the Downtown Development District (DDD) which participated were paid for by the DDD. Ms. Cooper stated that she will confirm the exact number of hotels that the FQMD paid for this year, but said that she believes that the FQMD paid for three while the DDD paid for two. She added that she will speak with Glass Half Full about the possibility of expanding the program's timeline and starting it earlier than the 2025 Carnival Season and will report back updates from the discussion. The Committee agreed to add two more hotels within the FQMD's footprint into the 2025 budget, totaling at five hotels to fund through the bead recycling program.

- e. SEC John Deere Gators Request

Ms. Cooper reported that she spoke with Security & Enforcement Committee Vice-Chair Jessica Dietz for more information on the request from the Committee for John Deere Gators, noting that this request is for two Gators for the Upper Quarter Patrol, and would be a total of \$60K. She stated that ownership of the Gators, as well as insurance, would be areas of concern. The Committee agreed, pointing out that there are liabilities that come along with this request. Mr. Zumbo added that New Orleans

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& Company would be the ones responsible for making this decision and purchase. The Committee agreed to decline this request at this point in time and to completely remove the budget line item from the 2025 budget.

Ms. Cooper noted an edit in the budget workbook, stating that the \$7,200 NOPD parking line item will be removed because the 2025 FQEDD budget already has a \$12K line item for NOPD parking space rentals.

Ms. Courseault stated that she will apply the revisions discussed today to the 2025 budget draft this week to ensure that the budget is prepared in time for presentation at Tuesday's Board meeting. She will review the formulas with Mr. Foard to confirm that the numbers in the spreadsheet are all correct.

5. Motion – Consider a motion to approve the 2025 budgets and move forward with advertising and Board submission.

**Ms. Cooper made a motion to approve the 2025 budgets with the agreed upon revisions as discussed by the Committee today, and move forward with advertising and Board submission. Ms. Klein seconded the motion, and it was approved.**

6. Presentation – Presentation to Committee of the 2024 Revised Budget Amendment

Mr. Zumbo stated that, as agreed upon by the Committee today, the presentation of the 2024 revised budget amendment will wait until the December 9<sup>th</sup> Board meeting.

7. Discussion – Discussion by Committee of Public Relations updates

Ms. Cooper reported that she met with Ellie Rand, Ms. Courseault, and Ms. Ursu this morning to discuss and review ERPR's timesheets and recap the accomplishments of the year so far. She reminded the Committee that services were paused during September and October during the interim between Executive Directors, but noted that there are 80 hours remaining in the 2024 contract for November and December. She stated that the group discussed getting press coverage for National Recycling Day on November 15<sup>th</sup> regarding the Glass Half Full French Quarter recycling drop-off sites' statistics, as well as upcoming holiday events to help spread public awareness of all of the FQMD's programs and the benefits these programs bring to the French Quarter. Ms. Cooper stated that she will assess 2025 marketing and public relations with FQMD staff.

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

The Committee discussed the Project NOLA cameras and Mr. Zumbo suggested to have Project NOLA come speak at a future Board meeting. Ms. Courseault noted that the Security and Enforcement Committee discussed potential ideas to encourage private property owners to participate in the program and will report back updates after the next Committee meeting.

Ms. Cooper reported that there were two bids received for the 2024 FQEDD streetlight repairs project, adding that the FQMD, as the owner of the project, will need to sign an agreement with the chosen vendor. She stated that The Tobler Company recommended ASE Services, LLC for the vendor selection, and Sharonda Williams, the FQMD attorney, has been working on the AIA standard agreement draft. Ms. Cooper reviewed the document with the Committee and noted that Ms. Williams has approved all of the edits. She informed the Committee that she met with Pat Tobler this afternoon to discuss more details about the project timeline, and Mr. Tobler stated that he anticipates to have a substantial amount of the repairs done by January 31<sup>st</sup>, but believes the project will not be completed until February 2025.

**Ms. Klein motioned to recommend approval for the presentation of the AIA Service Agreement at the November 12<sup>th</sup> Board meeting and to authorize the Board Chair to sign and execute the agreement, pending Board ratification. Mr. Fein seconded the motion, and it was approved.**

9. Next Meeting Date:

The next scheduled meeting of the Committee is Tuesday, December 3<sup>rd</sup>, 2024 at 3 PM.

10. Adjournment

**Ms. Klein made a motion to adjourn. Ms. Bondio seconded the motion, and the meeting was adjourned at 4:09 PM.**

# Professional Services Contract - Financial Management Services

## Agreement Amendment #2

This amendment by and between John Wyatt Foard, LLC, and French Quarter Management District (FQMD) shall be effective as of the date this Amendment is fully executed.

Financial Management Services Agreement Date: 09/15/2019

Agreement Term: 10/10/2019 – 12/31/2020, extended by First Amendment to 12/31/24

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 on a month-to-month basis. The First Amendment to the Agreement set forth Payment Terms defining the hourly rate and maximum amount per year to be paid for services performed. The parties agree to amend the Payment Terms of the Agreement.

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: 11/1/2024

First Term of New Agreement Term: 12/31/2026.

This Agreement is effective as of the date indicated above and shall continue in effect after the Second Term of the New Agreement Term until either party gives the other party written notice not less than ninety (90) days in advance, specifying the date of termination. If a party has notified the other that a material breach of this Agreement has occurred and same has not been rectified in a timely manner, the non-breaching party may immediately terminate this Agreement.

PAYMENT TERMS. The partners hereby agree to amend the "Article III Agreement Payment Terms" on page 4 of 8 of the Agreement to add the following:

"FQMD agrees to pay Contractor at a rate of eighty-five dollars (\$85.00) an hour with a maximum amount not to exceed a total of twenty thousand (\$23,000.00) per calendar year, to be paid for services performed."

SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

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: \_\_\_\_\_

John Foard  
John Wyatt Foard, LLC

\_\_\_\_\_, Date: \_\_\_\_\_

Jane Cooper, Board Chair  
French Quarter Management District

## French Quarter Management District

2024 Revised Budget / 2025 Budget Worksheets

2025 Notes

BOC To Do

2024 Notes

BOC To Do

	Total	
	2024 Revised Budget	Jan - Dec 2025 Budget
Income		
Admin. Fees (City)/ NO & Co (Patrol)	244,660.00	197,486.10
Awards	500.00	0.00
Charitable Donations	120.00	0.00
Contract Revenue (State) / OJP - federal / NO & Co	5,212,500.00	2,907,610.00
Interest Income	34,200.00	34,200.00
Membership Dues		
Admin Fee (FQMA revenue)	500.00	500.00
Total Income	\$ 5,492,480.00	\$ 2,194,686.10
Cost of Goods Sold		
Total Cost of Goods Sold	\$ 0.00	\$ 0.00
Gross Profit	\$ 5,492,480.00	\$ 2,194,686.10
Expenses		
Admin Fee - FQMD No & Co (patrol)	120,000.00	120,000.00
Advertising / Marketing	1,600.00	1,600.00
Advertising/Promotional (deleted)	0.00	0.00
Appropriation		
Contingency	0.00	13,971.00
Bank Charges & Fees	200.00	200.00
Car & Truck (deleted)	0.00	0.00
Conference & Meeting Expenses	0.00	0.00

No monies received yet from State \$1.25M - all allotted into FY25; DOJ still reviewing grant apps; No monies received yet from OJP Byrne \$945,110

**DISCUSSION & ACTION REQUIRED** for budget- Where to count State \$1.25M and OJP \$945,110 for FY25?

**2024 Revision did not anticipate \$1.75M;**

December 2024 budget amendment agenda item at BOC mtg 12/9

RECOMMENDATION: Amend 2024 budget at December BOC meeting to adjust for \$1.75M and (potential) \$1.25 State App. money to be received

Referendum advertising for vote not included; \$5k/ month PR not included

**DISCUSSION & ACTION REQUIRED**  
FY25 budget- 1)What amount to earmark for referendum vote advertising expenses?2) Should \$5k / mo current rate for PR be added to FY25 budget?

Conferences and meetings	4,226.00	4,300.00	FYI-Includes International Downtown Association annual conference attendance
Parking	448.00	500.00	
Travel	2,826.00	2,900.00	
<b>Total Conference &amp; Meeting Expenses</b>	<b>\$ 7,500.00</b>	<b>\$ 7,700.00</b>	
<b>Total FQMA Expenses</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	
Insurance	23,050.00	29,257.00	FYI- Reflects (\$47)increase
Accounting Fees	23,000.00	23,000.00	
Audit Fees	16,600.00	25,000.00	
Consultants	25,000.00	0.00	Reflects Tobler payment in FY24
Legal Fees	5,000.00	7,000.00	
Program / Project Manager	23,100.00	22,796.85	FYI- Reflects Bob's contract renewal cost thru 12/2025
Website	7,650.00	1,200.00	
<b>Total Legal &amp; Professional Fees</b>	<b>\$ 100,350.00</b>	<b>\$ 65,200.00</b>	
Marketing	0.00	0.00	
Memberships	0.00	1,750.00	International Downtown Association \$1750 membership
Office Supplies & Software	23,300.00	22,700.00	
Payroll	151,010.00	204,010.50	
Processing Fees	1,200.00	0.00	
Taxes	11,690.00	0.00	
Worker's Compensation	730.00	0.00	
<b>Total Payroll Expenses</b>	<b>\$ 181,890.00</b>	<b>\$ 204,010.50</b>	
Programming	0.00	0.00	
Glass Recycling for Gulf Coast Restoration	0.00	0.00	
Glass Half Full Recycling Program	96,524.40	106,200.00	
Glass Recycling Public Awareness Campaign	10,133.32	0.00	
Mardi Gras Beads	8,503.00	9,400.00	Expansion of adding X new sites in 2025? (~\$2k/ each)
<b>Total Pick-Up Service</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	
<b>Total Glass Recycling for Gulf Coast Restoration</b>	<b>\$ 115,160.72</b>	<b>\$ 115,600.00</b>	
Personal Protective Equipment	3,865.00	0.00	FYI-Increased to reflect \$3865 for police radios
Vehicles		90,000.00	Proposed SEC request of \$90k (\$30k each for 3) new gators- who owns them once purchased?

**DISCUSSION & ACTION REQD:**

Consideration of request for FY25 budget

**DISCUSSION & ACTION REQD:**

Consideration of request for expansion of site in FY25 budget

**DISCUSSION & ACTION REQD:**

Consideration of request of new side by side gators in FY25 budget

Mobile Data		
Charges	6,458.33	6,400.00
Police Patrols	1,195,000.00	1,775,089.10
Security		
Administration	163,200.00	149,760.00
Security Public		
Awareness Campaign	10,200.00	0.00
Total		
Supplemental Security	\$ 0.00	\$ 0.00
Total Vehicle	\$ 0.00	\$ 0.00
Total Patrol		
Expenses	\$ 1,378,723.33	\$ 2,034,749.10
Infrastructure,		
Pedestrian Safety &		
Signage Program	957,000.00	1,116,884.75
Total Pedestrian		
Safety & Signage		
Program	\$ 957,000.00	\$ 1,116,884.75
Public Safety	1,700.00	0.00
Trash Receptacles		
w/ City Servicing	92,000.00	0.00
Total Supplemental		
Sanitation	\$ 92,000.00	\$ 0.00
Total Programming	\$ 2,544,584.05	\$ 3,267,233.85
Purchases	0.00	0.00
Reimbursable		
Expenses	0.00	0.00
Rent	10,080.00	28,116.00
Email	430.00	480.06
Telephone	1,630.00	1,800.16
Total Utilities	\$ 2,060.00	\$ 2,280.22
Total Expenses	\$ 3,014,714.05	\$ 3,777,815.42
Net Operating Income	\$ 2,477,765.95	-\$ 638,019.32
Other Expenses		
Reconciliation		
Discrepancies	0.00	0.00
Total Other Expenses	\$ 0.00	\$ 0.00
Net Other Income	\$ 0.00	\$ 0.00
Net Income	\$ 2,477,765.95	-\$ 638,019.32

FYI- Reflects adding new office + \$7,200  
parking rentals from SEC

\$ 1.02

2% off projected





[illegible]

FQMD Operating					Patrol					Total									
2023 Actual	2024 Projected	2024 Budget	2024 Revised Budget	Jan - Dec 2025 Budget	2023 Actual	2024 Projected	2024 Budget	2024 Revised Budget	Jan - Dec 2025 Budget	2023 Actual	2024 Projected	2024 Budget	2024 Revised Budget	Jan - Dec 2025 Budget					
120,000.00	120,000.00 500.00	120,000.00	120,000.00 500.00	120,000.00						241,898.25 0.00	242,033.83 500.00	270,000.00 0.00	244,660.00 500.00	197,486.10 0.00					
110.00	120.00		120.00	110.00						120.00	0.00	120.00	0.00						
150,000.00	150,000.00	150,000.00	150,000.00	150,000.00						1,200,000.00	1,200,000.00	1,200,000.00	1,200,000.00	1,200,000.00	1,350,000.00	5,212,500.00	2,850,000.00	5,212,500.00	2,907,610.00
	11,129.48		11,200.00	11,200.00							10,887.27		11,000.00	11,000.00	0.00	34,556.83	0.00	34,200.00	34,200.00
	500.00	500.00	500.00	500.00											0.00	22,500.00	500.00	500.00	500.00
\$ 270,110.00	\$ 282,249.48	\$ 270,500.00	\$ 282,320.00	\$ 281,700.00	\$ 1,200,000.00	\$ 1,210,887.27	\$ 1,200,000.00	\$ 1,211,000.00	\$ 1,211,000.00	\$ 1,592,008.25	\$ 5,512,210.66	\$ 3,120,500.00	\$ 5,492,480.00	\$ 2,194,686.10					
					120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00					
493.88	250.00	1,600.00	1,600.00	1,600.00	3,063.70					3,557.58	250.00	1,600.00	1,600.00	1,600.00					
										0.00	0.00	0.00	0.00	0.00					
										0.00	0.00	132,461.00	0.00	13,971.00					
										0.00	0.00	0.00	0.00	0.00					
44.20	54.31	200.00	200.00	200.00						44.20	54.31	200.00	200.00	200.00					
										0.00	0.00	0.00	0.00	0.00					
										0.00	0.00	0.00	0.00	0.00					
1,504.58 175.34 627.68	1,235.92 86.33 1,532.62	4,226.00 298.00 2,826.00	4,226.00 298.00 2,826.00	4,300.00 300.00 2,900.00						1,504.58 217.79 721.06	1,235.92 168.18 1,583.30	4,226.00 382.00 2,826.00	4,226.00 448.00 2,826.00	4,300.00 500.00 2,900.00					
\$ 2,307.60 7,000.00	\$ 2,854.87	\$ 7,350.00	\$ 7,350.00	\$ 7,500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,443.43 7,000.00	\$ 2,987.40 0.00	\$ 7,434.00 0.00	\$ 7,500.00 0.00	\$ 7,700.00 0.00					
										0.00	0.00	0.00	0.00	0.00					
										0.00	0.00	0.00	0.00	0.00					
\$ 0.00 7,373.42	\$ 0.00 7,433.10	\$ 0.00 10,000.00	\$ 0.00 7,450.00	\$ 0.00 8,357.00	\$ 0.00 3,830.26	\$ 0.00 3,324.39	\$ 0.00 4,213.00	\$ 0.00	\$ 0.00 3,700.00	\$ 0.00 25,266.38	\$ 0.00 25,806.69	\$ 0.00 29,813.00	\$ 0.00 23,050.00	\$ 0.00 29,257.00					
7.98	133.54									7.98	133.54	0.00	0.00	0.00					
										0.00	0.00	0.00	0.00	0.00					
										0.00	0.00	0.00	0.00	0.00					
7,300.00	11,131.50	8,820.00	13,000.00	13,000.00						10,632.00	18,165.50	12,600.00	23,000.00	23,000.00					
15,550.00	16,600.00	15,500.00	16,600.00	25,000.00			0.00			15,550.00	16,600.00	15,500.00	16,600.00	25,000.00					
										0.00	25,000.00	0.00	25,000.00	0.00					
2,370.00	4,593.50	5,000.00	5,000.00	7,000.00						2,370.00	4,593.50	5,000.00	5,000.00	7,000.00					
1,044.99	2,044.96	1,600.00	2,050.00	1,200.00						0.00 1,044.99	32,038.05 7,644.96	37,500.00 3,100.00	23,100.00 7,650.00	22,796.85 1,200.00					
\$ 26,264.99	\$ 34,369.96 400.00	\$ 30,920.00	\$ 36,650.00	\$ 46,200.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 29,596.99 0.00	\$ 104,042.01 400.00	\$ 73,700.00 0.00	\$ 100,350.00 0.00	\$ 65,200.00 0.00					
	150.00			1,750.00						0.00	0.00	0.00	0.00	0.00					
										0.00	150.00	0.00	0.00	1,750.00					
2,487.88	13,495.91	2,400.00	10,600.00	8,400.00	5,342.50	4,967.00	5,882.00	5,500.00	5,500.00	10,957.38	25,494.66	13,882.00	23,300.00	22,700.00					
										1,200.00	41.20	42,927.00	100.00	0.00					
										0.00	0.00	0.00	0.00	0.00					
4,483.57 35,678.67	6,725.34 8,828.46	4,859.00 62,504.00	6,720.00 8,830.00	0.00 40,802.10						11,624.54 133,547.22	17,268.54 150,998.91	12,148.00 169,989.00	17,260.00 151,010.00	0.00 204,010.50					
341.00 4,507.59	584.84 342.97	483.00 5,000.00	600.00 340.00	0.00 0.00						792.60 12,337.56	1,188.08 11,716.57	1,208.00 12,500.00	1,200.00 11,690.00	0.00 0.00					
-249.31	-687.18	375.00	-680.00	0.00						677.91	734.51	938.00	730.00	0.00					
\$ 44,761.52	\$ 15,794.43	\$ 73,221.00	\$ 15,810.00	\$ 40,802.10	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 158,979.83	\$ 181,906.61	\$ 196,783.00	\$ 181,890.00	\$ 204,010.50					
										0.00	8,067.91	0.00	0.00	0.00					
										0.00	0.00	0.00	0.00	0.00					
										0.00	96,524.40	96,524.00	96,524.40	106,200.00					

[illegible]

# DRAFT AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

« » « » French Quarter Management District  
« » 400 N. Peters St., #206  
New Orleans, LA 70130  
« »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« ASE Services, LLC » « »  
« 821 Little Farms Avenue »  
« Metairie, LA 70003 »  
« »

for the following Project:  
(Name, location and detailed description)

« Project #: FQMD-2024-01 »  
« French Quarter Street Lighting Repair and Rehabilitation »  
« »

The Project Manager:  
(Name, legal status, address and other information)

« The Tobler Company, LLC » « »  
« 6001 Stars and Stripes Blvd »  
Lakefront Airport Terminal, Suite 233 »  
« New Orleans, LA 70126 »  
« »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « X » ] By the following date: « January 30, 2025 »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

Completion of all work on the lamps, refractors, hand hold covers, photocells, and fuse holders

Completion of all work on the poles, bases (replacement & painting), fixtures, and support arms

**Substantial Completion Date**

12/31/24

1/15/25

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «One Million One Hundred Eighty Thousand Two Hundred Forty-Seven Dollars » (\$ «1,180,247.00 » ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

**Item**

**Price**

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

**Item**

**Price**

**Conditions for Acceptance**

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

**Item**

**Price**

**§ 4.4 Unit prices, if any:**

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

**Item**

**Units and Limitations**

**Price per Unit (\$0.00)**

All Unit Prices are listed on the Louisiana Uniform Public Work Bid Form, Unit Price Form submitted by Contractor in its Bid Package for this Project. The Bid Package is attached hereto as Exhibit B.

**§ 4.5 Liquidated damages, if any:**

(Insert terms and conditions for liquidated damages, if any.)

« Liquidated damages will be assessed for each incomplete work item as listed on the Unit Price Form and enumerated in Attachment 3 – Scope & Exhibits of the Bid Documents attached hereto as Exhibit A. Each incomplete work item, not completed by the Substantial Completion Date, will be assessed at \$25.00 per item, per day »

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

« »

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

**§ 5.1.3** Provided that an Application for Payment is received by the Project Manager not later than the «1st » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than 30 days thereafter.. If an Application for Payment is received by the Project Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «forty-five » ( « 45 » ) days after the Project Manager receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Project Manager may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Project Manager determines, in the Project Manager's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Project Manager has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Project Manager may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« 5% »

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Project Manager.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Project Manager's final Certificate for Payment, or as follows:

« »

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

« » % « »



## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Project Manager will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Project Manager.)*

« »  
« »  
« »  
« »

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ [ « » ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ [ « X » ] Litigation in a court of competent jurisdiction

☐ [ « » ] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

«Patrick Tobler »  
«The Tobler Company, LLC »  
«pat@toblerllc.com »  
« »  
« »  
« »

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

«Todd Desselles »  
«Vice-President »  
« ASE Services, LLC »  
«tdesselles@allstar-electric.com »  
« »  
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth on Attachment 2 to the Bid Documents attached hereto as Exhibit A.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Bid Documents attached here to as Exhibit A.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 8.7 Other provisions:

« »

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:  
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

« »

- .5 Drawings

Number	Title	Date
See Exhibit A - Bid Documents		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit A - Bid Documents			

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ « » ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[ « » ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« Exhibit A – Bid Documents, including all exhibits and attachments thereto, as well as Addendums 1, 2, and 3 to the Bid Documents  
Exhibit B – ASE Seivices, LLC's Bid Package submitted on 10/29/24 in connection with this Project  
»

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

«ASE Services, LLC  
Todd Desselles, Vice President »« »

\_\_\_\_\_  
(Printed name and title)