


- 2. Letter Agreement dated April 17th, 2017
- 3. CEA Cost Breakdown Summary

Prepared By: Stephen Mitchell, Infrastructure Project Manager
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Reviewed By: Lona Edwards Hankins, Chief of Infrastructure & Planning
Infrastructure Department
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Gizelle Banks
Chief Financial Officer

1/6/21

Date



Alex Wiggins
Chief Executive Officer

1-7-2021

Date



RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

REQUEST AUTHORIZATION TO NEGOTIATE AND APPROVE A COOPERATIVE ENDEAVOR AGREEMENT WITH THE CITY OF NEW ORLEANS (CNO)

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the St. Charles Streetcar Line: ADA Accessibility Project has been completed; and

WHEREAS, during the project life cycle, RTA managed and funded engineering, while the City of New Orleans (CNO) managed and funded construction; and

WHEREAS, as there is a letter agreement between RTA and (CNO) to equally shared project costs, a Cooperative Endeavor Agreement (CEA) is needed to reimburse CNO as construction costs exceed engineering costs; and

WHEREAS, the total project cost is \$561,898.35. Since RTA only paid \$157,134.45 for engineering, while the CNO paid \$404,763.90 for construction, RTA must reimburse CNO \$123,814.73 to offset cost; and

WHEREAS, RTA will reimburse the CNO \$123,814.73 and will fund this cost through local account 1.1122; and



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

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RESOLUTION NO. _____
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NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to negotiate and approve a Cooperative Endeavor Agreement with the City of New Orleans.

THE FOREGOING WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE 26th DAY OF JANUARY, 2021.

**FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS**



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April 18, 2017

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VIA EMAIL ONLY

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VIA EMAIL ONLY

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RE: *Mitchell Miraglia, Francis Falls, and Thad Tatum v. New Orleans Regional Transit Authority, City of New Orleans, et al.*, U.S. District Court, Eastern District, State of Louisiana, Civil Action No. 16-03347, Section "T"(4)
Our File No. 504-5

Dear Chris and Sundiata:

As you are aware, the City of New Orleans ("City") and the Regional Transit Authority ("RTA") entered into a Consent Decree in the above-referenced matter involving ADA claims concerning the St. Charles Streetcar (*Miraglia*). Given certain time frames thereunder, the purpose of this correspondence is to memorialize our mutual understanding at this point in time. The following terms are made to guide our discussions about our future collective efforts under the *Miraglia* Consent Decree:

- 1) No later than May 15, 2017, representatives of the City and representatives of the RTA will meet to discuss each Party's responsibility for the applications, work, repairs, and improvements required under the *Miraglia* Consent Decree.
- 2) The City and the RTA agree that they will each contribute equally towards the financial costs of the applications, work, repairs, and improvements required under the *Miraglia* Consent Decree.

Christopher J. Kane
N. Sundiata Haley
RTA/City Letter Agreement
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- 3) The City and the RTA are in active discussions to amend or replace the current CEA, which will further detail the allocation of Mass Transit Funds received by the City on an annual basis and the obligations between each other. Alternatively, the Parties may discuss preparing a new CEA to set forth the obligations between each other under the *Miraglia* Consent Decree.

This Letter Agreement is agreed upon by the City and the RTA, and is binding between the Parties. The Parties otherwise reserve any and all other rights, remedies, defenses and/or claims, whether in contract or in law.

Please kindly have the RTA's authorized representative execute this Letter Agreement and return 2 originals to my attention.

Sincerely,



Richard E. King
Jennifer L. Simmons
Olivia Y. Truong

Authorized Representative of the City of New Orleans

Executed by: 

Print: Carwin St. Raymond

Authorized Representative of the Regional Transit Authority

Executed by: 

Print: Sharonda R Williams

St Charles ADA Project			
Task	AE/Contractor	Municipal	Cost
Design	Infinity	RTA	\$ 8.00
Design (Task Order 15)	Infinity	RTA	\$ 85,000.00
Resident Inspection	Royal	DPW	\$ 24,840.00
Construction (Task Order 1)	Hard Rock	DPW	\$ 290,436.04
Construction (Task Order 2)	Hard Rock	DPW	\$ 34,610.00
Construction (Task Order 3)	Hard Rock	DPW	\$ 55,043.00
			Total
50 / 50 Split			
	RTA (50%)	DPW (50%)	
Total Cost	\$ 280,949.18	\$ 280,949.18	
Initially paid	\$ 157,134.45	\$ 404,763.90	
Amount Due to other party	\$ 123,814.73	\$ (123,814.73)	

Invoiced	
\$	72,134.45
\$	85,000.00
\$	24,736.50
\$	289,331.40
\$	34,610.00
\$	56,086.00
\$	561,898.35