

Board Report and Staff Summary

SUBJECT: Cooperative Endeavor Agreement between the Downtown Development District and the Regional Transit Authority	AGENDA NO:
DESCRIPTION: The Downtown Development District (DDD) will provide pressure washing and cleaning services for the bus and streetcar shelters within the boundaries of the District.	FILE #:
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

AUTHORIZE the Chief Executive Officer to:

Negotiate and Approve the Cooperative Endeavor Agreement (CEA) for Pressure Washing Services Between the Downtown Development District (DDD) of the City of New Orleans and the Regional Transit Authority (RTA). The contract duration is one year with an option to renew annually for three additional years, for a maximum period of four years. The cost per year is approximately \$60,000 per year and \$240,000, for the contract duration.

ISSUE/BACKGROUND:

The RTA and DDD has a long history of working together on projects. Currently the DDD maintains the streetcar shelters. The DDD is an active partner at the temporary Transfer Center that is located at Duncan Plaza.

DISCUSSION:

This expansion of responsibility to include bus shelters is an efficient and practical scope expansion. The DDD is currently managing resources and responding to situations as they arise due to their legal authority and responsibility in this District. This is in line with the Board’s objective to provide a World Class Rider Experience. This contract will be managed by the Facilities Maintenance department.

FINANCIAL IMPACT:

Funding for this will be from the Maintenance Account: 1284399.7621.12513

NEXT STEPS:

Upon RTA Board approval, staff will finalize the CEA and issue the PO.

ATTACHMENTS:

1. Board Resolution
2. CEA btw RTA DDD for Pressure Washing Service w/ Exhibits

Prepared By: Lona Edwards Hankins, Deputy CEO Planning and Infrastructure
Infrastructure Department
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Reviewed By: Lona Edwards Hankins, Deputy CEO Planning and Infrastructure
Infrastructure Department
lhankins@taforward.org



Gizelle Johnson-Banks
Chief Financial Officer

10/5/20

Date



Alex Wiggins
Chief Executive Officer

10/7/20

Date



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

504.827.8300

www.norta.com

RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**REQUEST TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT (CEA) FOR
PRESSURE WASHING SERVICES BETWEEN THE DOWNTOWN DEVELOPMENT
DISTRICT (DDD) OF THE CITY OF NEW ORLEANS (CNO) AND THE REGIONAL
TRANSIT AUTHORITY (RTA)**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the Regional Transit Authority (RTA) and Downtown Development District (DDD) has a long history of working together on projects; and

WHEREAS, currently the DDD maintains the streetcar shelters; and

WHEREAS, the DDD is an active partner at the temporary Transfer Center that is located at Duncan Plaza; and

WHEREAS, this expansion of responsibility to include bus shelters is an efficient and practical scope expansion; and

WHEREAS, the DDD is currently managing resources and responding to situations as they arise due to their legal and responsibility in this District; and



RESOLUTION NO. _____

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WHEREAS, this is in line with the Board's objective to provide a World Class Rider Experience;
and

WHEREAS, this contract will be managed by the Facilities Maintenance department; and

WHEREAS, the funding for this will be from the Maintenance Account 1284399.7621.12513; and

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 execute a Cooperative Endeavor Agreement for pressure washing services between the Downtown District Development (DDD) of the City of New Orleans (CNO) and the Regional Transit Authority (RTA).

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 27TH DAY OF OCTOBER, 2020.

**FLOZELL DANIELS
CHAIRMAN
BOARD OF COMMISSIONERS**

**Cooperative Endeavor Agreement for
Pressure Washing Services
Between the Downtown Development District
of the City of New Orleans
and the Regional Transit Authority**

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”) is made and entered into as of the _____ day of _____, 2020, by and between the Downtown Development District of the City of New Orleans (hereinafter “DDD”) and the New Orleans Regional Transit Authority (hereinafter “RTA” and collectively with the DDD, the “Parties”).

WHEREAS, the DDD is a special taxing district located in New Orleans, and created by an Act of the State Legislature in 1974. Its boundaries run from the Mississippi River to Claiborne Avenue and from Iberville Street in the French Quarter to the Pontchartrain Expressway in the Warehouse District;

WHEREAS, it is the mission of the DDD to drive the development of Downtown New Orleans and be the catalyst for a prosperous, stimulating, innovative heart of the Crescent City, which mission is driven in part by the DDD’s goal of ensuring that Downtown is clean and safe;

WHEREAS, the New Orleans Regional Transit Authority (the “RTA”) is a political subdivision of the state of Louisiana, created by an Act of the State Legislature in 1979, for purposes of planning, designing, leasing as lessee, purchasing, acquiring, holding, owning, constructing, improving, having an equity in, financing, maintaining, and administering a transit system within the metropolitan area, and operating same or contracting therefor, leasing as lessor same for operation by private parties;

WHEREAS, the DDD has a successful cleaning program, which provides the Downtown Development area with pressure washing, litter abatement, and other cleaning services for the benefit of residents, workers, and visitors to the Downtown Development area;

WHEREAS, DDD’s cleaning program is performed by the DDD’s sidewalk cleaning contractor, Mydatt Services, Inc., and Mydatt Services performs these services under the DDD’s brand;

WHEREAS, RTA and the DDD desire to enter an agreement for the public purpose of ensuring that the bus and streetcar shelters located in Downtown New Orleans are kept safe and clean through the enlargement of the scope of the DDD and Mydatt’s agreement to include pressure washing services to bus and streetcar shelters within the Downtown Development District area; and

WHEREAS, this Agreement constitutes a valid public purpose, will advance the DDD’s mission of ensuring Downtown New Orleans is clean and safe, forward the RTA’s purpose of providing transit services, and is in the public interest of the State of Louisiana, the City of New Orleans, and the citizens who reside, visit and work in Downtown New Orleans.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties, each having the authority to do so, hereto agree as follows:

ARTICLE I
PRELIMINARY RECITALS

The foregoing Preliminary Recitals are incorporated herein by reference and are considered an integral part of this Agreement.

ARTICLE II
DEFINITIONS AND TERMS

SECTION 2.01 - Definitions

“**Agreement**” shall mean this Cooperative Endeavor Agreement and any amendment or modification hereto.

“**Contractor**” shall mean Mydatt Services, Inc.

“**DDD**” shall mean the Downtown Development District of New Orleans.

“**DDD’s Boundaries**” shall mean the area from the Mississippi River to Claiborne Avenue and from Iberville Street in the French Quarter to the Pontchartrain Expressway in the Warehouse District.

“**Parties**” shall refer to the Downtown Development District of New Orleans and the New Orleans Regional Transit Authority.

“**RTA**” shall refer to the New Orleans Regional Transit Authority.

SECTION 2.02 - Use of Defined Terms

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

ARTICLE III
PUBLIC PURPOSE

Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended (“Constitution”), provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, or with any public or private association, corporation or individual.

The Parties herein desire to enter into this Agreement as a Cooperative Endeavor under the provisions of Article VII, Section 14 (C) of the Constitution, for the public purpose of ensuring that the streetcar shelters located in the DDD’s Boundaries remain clean which public purpose will contribute to the cleanliness of Downtown New Orleans and benefit the citizens of Louisiana and New Orleans who live, visit and work in the Downtown New Orleans area.

ARTICLE IV
RESPONSIBILITIES OF THE DDD

The DDD or its designee will provide pressure washing and cleaning of RTA bus and streetcar shelters at the locations and frequencies for groupings A, B, C, and D as described on Attachment A.

Removal of graffiti and stickers will be provided on an as needed basis. The cleaning methods and detergents shall not harm, discolor, or damage the shelter structure and/or surrounding fixtures. Pressure washing of Big Belly trash compactors is not included.

The proposed description of services does not include maintenance or repair of the shelters or their associated fixtures.

ARTICLE V
RESPONSIBILITIES OF THE RTA

RTA agrees to pay to the DDD a maximum not to exceed amount for services performed by the Contractor of \$4,985 per month for the aforementioned services as described on Attachment A. No increase in the monthly payment amount is authorized without a written modification or amendment to the Agreement in accordance with Article VIII.

Payments shall be due 30 days after receipt of the invoice from the DDD. Checks are to be made payable to DDD as shown on the attached IRS Form W-9.

ARTICLE VI
LIMITATIONS OF RESPONSIBILITIES

The DDD and the RTA specifically acknowledge that they shall have no obligations under this Agreement other than those which are specifically set forth herein, and neither Party is under an obligation to provide any additional funding or services in connection with this Agreement.

No Joint Employer Status: The DDD agrees and affirms that RTA is not a Joint Employer of the Contractor's employees under the Fair Labor Standards Act, or other codified law. The DDD affirms and represents that RTA has no power or authority to hire and fire the Contractor's employees; nor that RTA has any level of supervision or control of the Contractor's employee work schedules or conditions of employment; that the Contractor is the exclusive decision maker of the Contractor's methods and rates of payment to its employees; and, that the Contractor is the sole administrator and keeper of its employment records.

ARTICLE VII
DURATION

This term of this Agreement shall have a term of one (1) year commencing on the date first above written. Upon mutual agreement of the Parties, this Agreement may be extended for

up to three (3) additional one year periods for a total of four (4) years upon the written modification or amendment to this Agreement. Either party may at any time elect to terminate this Agreement for matters of convenience upon providing at least thirty (30) days advance written notice to the other Party.

ARTICLE VIII
MODIFICATION OR AMENDMENT

No amendment, change or modification of this Agreement shall be valid unless it is in writing and signed by authorized representatives of the Parties hereto.

ARTICLE IX
NOTICES

Telephone calls may be used to expedite communication but shall not be considered as the notice required hereunder. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be in writing, signed by the Party giving the same, and shall be deemed properly given if sent by express courier service, personal delivery, or three days after being sent by registered or certified United States mail, return receipt requested, postage prepaid and addressed as follows, and shall be considered received at the time actually received by the designated representative of the DDD, and/or the RTA:

To DDD: Kurt M. Weigle
President & CEO
Downtown Development District
201 St. Charles Avenue, Suite 3912
New Orleans, Louisiana 70170

To RTA: Alex Wiggins
Chief Executive Officer of the RTA
2817 Canal Street
New Orleans, Louisiana 70119

ARTICLE X
MISCELLANEOUS

SECTION 10.01 - Binding Agreement; Assignment

This Agreement shall be binding upon the Parties hereto and their respective successors and permitted assigns, if any.

SECTION 10.02 - Severability

The provisions of this Agreement are severable and if any provision hereof shall be held null, void, invalid, unenforceable or contrary to law no other provisions of this Agreement shall

thereby be affected, but on the contrary, shall remain in full force and effect, and all parties hereto shall remain bound under all other provisions hereof.

SECTION 10.03 - Entire Agreement

This Agreement embodies the entire agreement among the parties as to the subject matter hereof and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by a written instrument executed by the parties.

SECTION 10.04 – Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 10.05 - Governing Law

This Agreement shall be constructed and interpreted in accordance with the laws of the State of Louisiana.

SECTION 10.06 - Venue

The Parties hereto agree to submit to the jurisdiction and venue of the Civil District Court for the Parish of Orleans for any and all disputes arising out of this Agreement.

SECTION 10.07 – Termination

Either party may at any time elect to terminate this Agreement for matters of convenience upon providing at least thirty (30) days advance written notice to the other Party.

Either Party may terminate this Agreement for cause based upon the failure of the other Party hereto to comply with the terms and/or conditions of the Agreement; provided that the terminating Party shall give the defaulting Party written notice specifying the defaulting Party's failure. If within sixty (60) days after receipt of such notice, the defaulting Party shall not have either corrected such failure or, in the case which cannot be corrected in sixty (60) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the terminating Party may, at its option, place the defaulting Party in default and the Agreement shall terminate on the date specified in such notice.

SECTION 10.08 – Non-Waiver

The failure of any Party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any Party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

SECTION 10.09 – No Third-Party Beneficiaries

This Agreement is entered into for the exclusive benefit of the Parties hereto, and the Parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

SECTION 10.10 – Indemnification

To the fullest extent permitted by the law, each Party shall indemnify, hold harmless and defend the other Party, its employees and agents from and against all claims, demands, suits, damages, judgments of sums of money, losses and expenses, including but not limited to attorney’s fees and costs, arising out of the performance of any of the services to be performed pursuant to the terms of this Agreement, provided that any such Claims (a) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (b) are caused by the sole negligence of the indemnifying party, its contractors and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this subparagraph.

SECTION 10.11 – Rules of Construction

This Agreement has been reviewed by the Parties hereto 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. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in its construction or interpretation. The singular number includes the plural, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of, or against, either Party on the basis of which Party drafted the language.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

WITNESS:

DOWNTOWN DEVELOPMENT DISTRICT

Kurt M. Weigle
President & CEA

Date

WITNESS:

DOWNTOWN DEVELOPMENT DISTRICT

Chairman Flozell Daniels, Jr.
Chairman of RTA Board of Commissioners

Date

Attachment A

DRAFT

Inventory and Frequency for Pressure Washing and Cleaning
Bus & Streetcar Shelters within DDD, Groupings A-D

Group A: Canal Line Streetcar Shelters	# of Shelters	Frequency per Month
Canal & Convention Ctr. Blvd	1	2X
Canal & S. Peters	2	2X
Canal & Magazine/Decatur	2	2X
Canal & Camp/Chartres	2	2X
Canal & St. Charles/Royal	2	2X
Canal & Carondelet/Bourbon	2	2X
Canal & Baronne/Dauphine	2	2X
Canal & Elk/Basin	1	2X
Canal & LaSalle/Marais	2	2X
Total	16	32X
Monthly Not to Exceed Cost: \$1,800		

Group B: Loyola Line Streetcar Shelters	# of Shelters	Frequency per Month
Elk Place & Tulane	2	8X
Loyola & Poydras	2	4X
Loyola & Julia	2	4X
Union Passenger Terminal	1	8X
7 Total	7	40X
Monthly Not to Exceed Cost: \$2,700		

Group C: Riverfront Line Streetcar Shelters	# of Shelters	Frequency per Month
Julia	1	2X
Poydras	1	2X
Canal (Aquarium)	1	2X
3 Total	3	6X
Monthly Not to Exceed Cost: (Included in Group A)		

Group D: Bus Shelters	# of Shelters	Frequency per Month
Poydras at Superdome	1	2X
Poydras & S. Robertson	1	2X
Poydras & Loyola	1	2X
Poydras & Carondelet	1	2X
Poydras & St. Charles	1	2X
Poydras & Camp	1	2X
Poydras & Tchoupitoulas	1	2X
Poydras & S. Peters	1	2X
Poydras & Convention Ctr.	1	2X
Canal & S. Peters	2	2X
Canal & Decatur	1	2X
St. Charles & Julia	1	2X
St. Charles & St. Joseph	1	2X
Loyola & Howard	1	2X
Loyola & Girod	1	2X
Loyola at Duncan Plaza	4	2X
Total	20	40X
Monthly Not to Exceed Cost: \$485		

Document Date: 9/25/2020

Location of RTA Shelters in the Downtown Development District (DDD)

