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April 18, 2017

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FOR SETTLEMENT PURPOSES ONLY
NON-DISCOVERABLE, NON-ADMISSIBLE
SUBJECT TO FRE 408

VIA EMAIL ONLY

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VIA EMAIL ONLY

N. Sundiata Haley, Esq.
Haley Law Firm, L.L.C.
650 Poydras Street, Suite 2015
New Orleans, LA 70130
shaley@haleylawllc.com

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
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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:

Corwin 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