

K19-911



COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE STATE OF LOUISIANA and  
CITY OF NEW ORLEANS  
West Bank Ferry Terminal Renovations, Planning and Construction  
(Orleans)  
FP&C Project No. 50-MJ-3-15-05

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the STATE OF LOUISIANA (State), herein represented by MARK A. MOSES, DIRECTOR, OFFICE OF FACILITY PLANNING AND CONTROL (FP&C) OF THE DIVISION OF ADMINISTRATION (DOA), and LATOYA CANTRELL, MAYOR do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared:

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") and a Detailed Allocation of Project Funding ("Detailed Allocation") attached hereto for reference only; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, if applicable, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Detailed Allocation; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II  
PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed., which is incorporated herein and made a part of this Agreement.

ARTICLE III  
SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary and the Detailed Allocation.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the corresponding amount shown in the Detailed Allocation.

#### **ARTICLE IV** **USE OF FUNDS**

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in such facility to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds.

4.4 The Entity shall make no changes in its local laws or charter which would allow use of the Project for any purpose other than a public purpose.

#### **ARTICLE V** **ADMINISTRATIVE COSTS**

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

#### **ARTICLE VI** **PUBLIC BID LAWS**

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

#### **ARTICLE VII** **COORDINATION**

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

#### **ARTICLE VIII** **CHANGE ORDERS**

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of **One Hundred Thousand Dollars (\$100,000)**, increase or decrease, per month shall also require the approval of the Joint Legislative Committee on the Budget and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval.

#### **ARTICLE IX**

##### **HOLD HARMLESS AND INDEMNITY**

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorneys fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

#### **ARTICLE X**

##### **DISBURSEMENT OF FUNDS**

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Detailed Allocation, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less Escrow and FP&C Administration fee, as set forth in the Detailed Allocation. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Bonds. FP&C agrees that it will notify the Entity of the date the Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Detailed Allocation. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Detailed Allocation, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the Bond Commission has either issued bonds or a cash line of credit therefor, and the Detailed Allocation is revised to provide for the disbursement thereof.

#### **ARTICLE XI**

##### **OWNERSHIP OF PROPERTY**

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

#### **ARTICLE XII**

##### **INSURANCE**

12.1 If State funds for this project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, ZM, or E.

**ARTICLE XIII**  
**PLEDGE OF LEASE REVENUES**

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State.

**ARTICLE XIV**  
**TERM**

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Bonds issued for the Project, or any refunding bonds therefore, remain outstanding.

**ARTICLE XV**  
**TERMINATION**

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this agreement within two years from the execution of this agreement or, if applicable, within two years from the issuance of any bonds or for any act by the Entity that the State determines to be illegal.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

**ARTICLE XVI**  
**AVAILABILITY OF FUNDS**

16.1 The availability of funds set forth in the Detailed Allocation are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

**ARTICLE XVII**  
**ASSIGNMENT**

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

**ARTICLE XVIII**  
**AUDIT**

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time.

18.3 The Entity agrees to comply with the provisions of La. R.S. 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

**ARTICLE XIX**  
**REQUIRED MATCH**

19.1 Pursuant to L.A. R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in L.A. R.S. 39:112(E)(2)(a) or (b).

**ARTICLE XX**  
**AMENDMENT OF AGREEMENT**

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

**ARTICLE XXI  
REVISIONS TO STATE FUNDING SUMMARY AND/OR  
DETAILED ALLOCATION OF PROJECT FUNDING**

21.1 FP&C may revise the Funding Summary and/or the Detailed Allocation based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission, or where changes to the Detailed Allocation are required to better suit the needs of the project.

**ARTICLE XXII  
PROJECT CLOSEOUT**

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Article 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, this 27<sup>th</sup> day of November, 2019,  
at Baton Rouge, Louisiana.

WITNESSES:

STATE OF LOUISIANA

[Signature]  
FP&C Witness #1 Sign Here

BY: [Signature]  
MARK A. MOSES, DIRECTOR  
FACILITY PLANNING & CONTROL  
DIVISION OF ADMINISTRATION

[Signature]  
FP&C Witness #2 Sign Here

THUS DONE AND SIGNED, this 6<sup>th</sup> day of November, 2019,  
at New Orleans, Louisiana.

WITNESSES:

CITY OF NEW ORLEANS

[Signature]  
Entity Witness #1 Signature

BY: [Signature]  
LATOYA CAMPBELL  
MAYOR

Gloria Smith  
Entity Witness #1 Printed Name

[Signature]  
Entity Witness #2 Signature

FORM AND LEGALITY APPROVED:

Catrina Simmons  
Entity Witness #2 Printed Name

[Signature]  
Law Department, City of New Orleans

**DETAILED ALLOCATION OF PROJECT FUNDING**  
**THE STATE OF LOUISIANA and**  
**CITY OF NEW ORLEANS**  
**West Bank Ferry Terminal Renovations, Planning and Construction**  
*(Orleans)*  
**FP&C Project No. 50-ML3-15-05**

<b>COST CATEGORIES</b>	<b>CAPITAL OUTLAY CASH</b>	<b>NON-CASH LINE OF CREDIT</b>	<b>OTHER <sup>3</sup></b>	<b>TOTAL</b>
<b>REAL ESTATE</b>				
<b>DESIGN</b>				
•BASIC SERVICES			<b>\$200,000</b>	<b>\$200,000</b>
•MISCELLANEOUS				
<b>CONSTRUCTION</b>	<b>\$291,000</b>	<b>\$291,000</b>		<b>\$582,000</b>
<b>EQUIPMENT</b>				
<b>ESCROW</b>				
<b>FP&amp;C ADMIN</b>	<b>\$9,000</b>	<b>\$9,000</b>		<b>\$18,000</b>
<b>TOTAL COSTS</b>	<b>\$300,000</b>	<b>\$300,000</b>	<b>\$200,000</b>	<b>\$800,000</b>

Federal Tax Identification No. for Entity: **72-6000969**

1. Planning Costs shall not exceed 10% of Construction Costs. Miscellaneous Costs shall not exceed 5% of Construction Costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is \$2,164,547.00.00 per the 2019-20 Capital Outlay Request.

**STATE FUNDING SUMMARY**

**THE STATE OF LOUISIANA and  
CITY OF NEW ORLEANS**

**West Bank Ferry Terminal Renovations, Planning and Construction  
(Orleans)**

**FP&C Project No. 50-ML3-15-05**

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	TOTAL STATE FUNDING
20	2019	G.O. Bonds LOC	\$300,000	\$300,000	\$600,000
<b>TOTAL</b>			\$300,000	\$300,000	\$600,000

Project ID **563582**  
Project Level **Agency**  
NEW ORLEANS

## CAPITAL OUTLAY REQUEST

FISCAL YEAR 2020 - 2021

<http://www.state.la.us/ecorts/>

50-ML3 - West-Bank Ferry Terminal Renovations

### Project

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Title

West-Bank Ferry Terminal Renovations

Location Algiers Point, New Orleans

### Priority

☐  
☒  
☐

Emergency Project  
Current Project Requirements  
Anticipated Program Needs

State IDs


Local/Agency

19

of

23

Department

of

Management Board

of

### Applicant

Agency ML3 NEW ORLEANS

Schedule 50-ML3

Department 50 MISC-NONSTAT

Parish ORLEANS

Senate District 3

House District 102

Site Code  

### Local/Agency

User

City of New Orleans

Contact

Vincent A. Smith

Phone Number

504-658-8670

Fax

504-658-8652

E-Mail

viasmith@nola.gov

Address

Capital Projects Administration

1300 Perdido Street

Suite 6E15, City Hall

City/State/Zip

New Orleans

LA

70112-2125

### Department

User

Contact

Phone Number


### Management Board

User

Contact

Phone Number


### Cost Estimates

	Local/Agency	Department	Management Board	FPC
Land/Building Acq.	<u>0</u>			
Planning 10%	<u>216,455</u>			
Construction	<u>2,164,547</u>			
Hazardous Materials	<u>0</u>			
Subtotal	<u>2,381,002</u>			
Misc./Contingency	<u>216,455</u>			
Equipment	<u>92,000</u>			
Total	<u>2,689,457</u>			

### Time Estimates

Planning (months)

6

Construction (months)

18

If planning has begun, when will it be completed?

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Project ID 563582  
Project Level Agency  
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## CAPITAL OUTLAY REQUEST

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50-ML3 - West-Bank Ferry Terminal Renovations

### Prior Funding

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FPC Project No. Assigned to Prior Funding 50-ML3-15-05

Sub-project No.

Authorized Means of Financing	Amount	Year	Act#	Priority	Bond	Credit
GO Bonds	300,000	2019	20	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
GO Bonds	300,000	2019	20	5	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	0	0		0	<input type="checkbox"/>	<input type="checkbox"/>
	0	0		0	<input type="checkbox"/>	<input type="checkbox"/>
	0	0		0	<input type="checkbox"/>	<input type="checkbox"/>
Total	\$600,000					

### Proposed New Funding

☐ This project does not require funding in Year 1

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
State Funds	1,000,000	1,017,093	0	0	0	\$2,017,093
IAT	0	0	0	0	0	\$0
*Local Funds	0	0	0	0	0	\$0
*Reimbursement Bonds	0	0	0	0	0	\$0
*Fees/Self-Gen. Rev.	0	0	0	0	0	\$0
*Revenue Bonds	0	0	0	0	0	\$0
**Statutory Dedications	0	0	0	0	0	\$0
Federal Funds	672,365	0	0	0	0	\$672,365
Total	\$1,672,365	\$1,017,093	\$0	\$0	\$0	\$2,689,458

\*Describe specific source of funds

\*\*Type of Statutory Dedication

What fiscal year (FY) was the project or program first submitted for consideration?

2015

### Agency Impact Statement

I hereby certify that this project has been reviewed, approved, and integrated into our department's long range strategic plan and five year budget. The impact of this project's operating budget has been approved.

Name Vincent A. Smith

Title Capital Projects Director

Date 10/30/2019

### Comments

This application is filed by the City of New Orleans for the Regional Transit Authority (RTA). RTA took over management of the ferry system when the State and LADOTD abandoned the ferry service. The West-Bank Ferry Terminal at Morgan Street on the West Bank of the Mississippi River has far exceeded its useful life and needs to be extensively renovated. Further, ferry service will only be for pedestrians and no longer vehicles thus allowing for the entire ferry terminal area to be reconfigured. This request will be for the renovation of the current building, the landing and the reconfiguration of the environs around the terminal that will meet the future needs of ferry passengers and the region. The current design is for vehicle and pedestrian access while the future plans call for it to be pedestrian only. The comprehensive master plan envisions enhanced access for pedestrians along the Mississippi Riverfront safety features and extensive landscaping.

Project ID 563582  
Project Level Agency  
NEW ORLEANS

## CAPITAL OUTLAY REQUEST

FISCAL YEAR 2020 - 2021

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50-ML3 - West-Bank Ferry Terminal Renovations

### Demonstration of Need

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Title	West-Bank Ferry Terminal Renovations		
Description	Located at the foot of Morgan Street on the West-Bank of New Orleans, the current terminal is not as assessable as required, outmoded and hard to maintain. Project will renovate and modernize the existing terminal and landing.		
Location	Algiers Point, New Orleans	Present Empl.	0
Project Type	Transportation	Future Empl.	0
Facility Type	Misc.	Citizens Served	0
Program / Service Desc.	Ferry terminal - passenger only.	Daily Users	5,700
Describe the long range strategic plan (5-Yr) for the program	The master plan for the ferry terminal area envisions major changes to enhance safety, access and aesthetics to ferry services as well as ease for pedestrians at the Mississippi Riverfront area.		

### Purpose (Check all that apply)

<input checked="" type="checkbox"/> Expand Existing Pgm	<input type="checkbox"/> Changes in Mission	<input checked="" type="checkbox"/> Address Actual
<input type="checkbox"/> Relocate Existing Pgm	<input checked="" type="checkbox"/> Changes in Existing	<input checked="" type="checkbox"/> Changes in Standards
<input type="checkbox"/> Add New Pgm	<input type="checkbox"/> Changes in Population	<input checked="" type="checkbox"/> Promote Economic Dev
<input checked="" type="checkbox"/> Attract Business	<input type="checkbox"/> Generate Employment	<input type="checkbox"/> Address Code Violations
<input type="checkbox"/> Other		

### Applicable Guidelines / Standards

Publications, regulatory agencies' guidelines for the program	US DOT, Federal Transit Administration and LA DOTD guidelines for ferry terminals.	
Minimum or mandatory requirements for above-listed program	ADA and other Life Safety requirements.	
What alternatives were considered? (check all that apply)		
<input checked="" type="checkbox"/> Maintaining Status Quo	<input checked="" type="checkbox"/> New Space	<input type="checkbox"/> Renovations of Existing Space
<input type="checkbox"/> Use Existing Space	<input type="checkbox"/> Less Space	<input type="checkbox"/> Expansions of Similar Program Elsewhere
How was the best option determined (Studies, Etc.)?		Architectural and engineering evaluations.
Were feasibility studies or needs assessment reports prepared other than this application?		<input type="checkbox"/> Yes
Preparer's Name		Phone
List socioeconomic and environmental affects of project		
Greatly enhance economic vitality of area while making the Algiers Riverfront area more accessible to people.		
Identify and describe other simliar facilities in your area and evaluate their capabilities to meet needs		
Terminal building is only facility serving the current ferry route on West-Bank.		

Request Endorsed By: Senator ☒ Rep. ☒ Endorser's Name: Morrell/G. Carter

## 50-ML3 - West-Bank Ferry Terminal Renovations

## Facility Requirements

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Prepared By Capital Projects Adm

Date Prepared 10/31/2019

Space Requirements: ☐ New Space ☐ Existing Space ☒ No Space

[illegible]

Total Net Area	Burden Factor	Total Gross Area	Total Net Area	0
0	1.00	0	Burden Area	0

Employees	0
Visitors / Clients	0

Contract Employees	1
Students / Assistants	0

Temporary Employees	0
Others	0

Describe additional program requirements (parking, Utilities Tie-In, Location, Shipping / Receiving, Public Access, Site Amenities).

Wharf barge and gangway work to be required.

What will happen with the existing facility (demolition, remodeled, other program) and funding if needed?

Existing facility will be renovated and area nearby reconfigured.

## Renovation / Addition

Describe the condition of the building and previous renovations

Current terminal building and landing does not meet current standards, codes, or needs of passengers. Vehicles no longer transported by ferry so auto ramps, etc not needed.

Describe the extent of the proposed renovation / addition

Complete renovation of the existing terminal and landing to modernize the facility.

Describe the location of occupants during renovation and required funding

To be determined.

What amount of the construction budget addresses modifications required to meet the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)"?

TBD

## Hazardous Materials

What hazardous materials are addressed in the construction budget?

☐ Underground Storage Tanks ☐ PCB's ☒ Lead Paint ☒ Asbestos Other

Enter the date if site has been surveyed for underground storage tanks.

Provide contact information if the facility's asbestos management plan was consulted for abatement requirements.

Contact Name	Phone
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## Roof

What is the current age, condition, and type of the existing roof and anticipated date of replacements?

Age of Roof (yrs)	20	Condition	Needs replacement
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Age of floor (yrs)		Condition	
Replacement Date		Type	

Replacement Date	Type	Describe roof penetrations, equipment, etc.

Project ID **563582**  
Project Level **Agency**  
NEW ORLEANS

## CAPITAL OUTLAY REQUEST

FISCAL YEAR 2020 - 2021

<http://www.state.la.us/ecorts/>

50-ML3 - West-Bank Ferry Terminal Renovations

### Construction Cost (cont.)

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Source of Data **RTA - Infinity Engineering**

Date Prepared **10/31/2019**

List special cost affecting factors considered (unfinished warehouse space, extraordinary HVAC, etc.).

Renovate terminal building, landings, and reconfigure entire site area near the terminal as it will no longer handle vehicles - pedestrians only.

Cost of Construction Calculation (Provide COST/S.F. for Roofing Projects)

Type of Space	Net Area	Cost/S.F.	Area Cost
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Burden Area	0	0	0
Total / Average / Total		0	0

### Additional Line Item Expenses (Parking, Utility Tie-In, Security System, etc.)

Item	Quantity	Unit Cost	Total
Landing barge repairs	1	252,900	252,900
Loading Platform modifications	1	80,965	80,965
Pedestrian Bridge	1	86,368	86,368
Vehicle-Pedestrian Ramp	1	167,143	167,143
Terminal Bldg Repairs	1	971,403	971,403
Exterior Modifications	1	411,100	411,100
Landscaping & Signage	1	125,000	125,000
Security Cameras & TVM Machine	1	69,668	69,668
	0	0	0
	0	0	0
Subtotal of Additional Line Item Expenses			2,164,547

**Total Construction Cost** **2,164,547**

### Equipment Costs

Item	Item Costs
Standby Generator	12,000
Fuel Truck - Trailer	80,000
	0
	0
	0
Total Equipment Costs	92,000

Check this box if this program is for renovation or relocation of an existing program and the use of existing equipment discontinued. ☐

If so, explain?

Emergency generators will be new equipment. New ferry vessel purchase will take place separately

If this project is a current year request, attach an itemized breakdown with unit costs and an estimated useful life of the equipment with final submission to Facility Planning.

Project ID **563582**  
 Project Level **Agency**  
 NEW ORLEANS

## CAPITAL OUTLAY REQUEST

FISCAL YEAR 2020 - 2021

<http://www.state.la.us/ecorts/>

50-ML3 - West-Bank Ferry Terminal Renovations

### Operation Budget (Expenditures)

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	Existing Operating Budget Current Year Budgeted	Annual Projected Increase (Decrease) After Project Completion
Salaries	0	0
Other Compensation	0	0
Related Benefits	0	0
Travel	0	0
Operating Services	79,774	52,651
Supplies	5,454	5,454
Professional Services	0	0
Other Services	2,290	2,290
Debt Services	0	0
Interagency Funds	0	0
Acquisitions	0	0
Major Repairs	0	0
Unallocated	0	0
<b>Total Expenditures</b>	<b>87,518</b>	<b>60,395</b>
<b>Total Positions</b>	<b>0</b>	<b>0</b>

### Operation Budget (Financing)

State General Fund (Direct)	0	0
State General Fund by:		
Interagency Transfer	0	0
Fees and Self-Generated Rev.	87,518	87,518
Statutory Dedications	0	0
Interim Emergency Board	0	0
Federal Funds	0	0
<b>Total Financing</b>	<b>87,518</b>	<b>87,518</b>

### Balance

Excess / Deficiency of Expenditures Over Financing (should = 0)	0	27,123
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### Operating Budget (Summary)

	Year 1	Year 2	Year 3	Year 4	Year 5
State Gen. Fund (Direct)	0	0	0	0	0
Interagency Transfer	0	0	0	0	0
Fees/Self-Gen. Revenue	563,492,873	601,914,524	614,914,524	691,234,229	701,991,032
Statutory Dedications	0	0	0	0	0
Interim Emergency Board	0	0	0	0	0
Federal Funds	0	0	0	0	0
<b>Total Means of Financing</b>	<b>563,492,873</b>	<b>601,914,524</b>	<b>614,914,524</b>	<b>691,234,229</b>	<b>701,991,032</b>

### Comments

Future operating estimate ONLY. The new ticket center is expected to be much more efficient than the current ferry terminal. Thus utility costs will be much lower. The ferry will be for pedestrians only thus eliminating much of the space required for vehicle loading. NOTE: Year 5 is FY 2019.

Project ID **563582**  
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NEW ORLEANS

## CAPITAL OUTLAY REQUEST

FISCAL YEAR 2020 - 2021

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50-ML3 - West-Bank Ferry Terminal Renovations

### Certification Questionnaire

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1) What was your budget for capital improvements for the last 3 years?

Current Year  Last Year  2 Years Ago

2) What was your undesignated/unreserved general fund balance for the last 3 years?

Current Year  Last Year  2 Years Ago

3) What was your designated/reserved general fund balance for the last 3 years?

Current Year  Last Year  2 Years Ago

4) What is your ad valorem tax capacity?

Millage Authorized  Millage Levied  (mills)  
When did you last have an election to renew or increase millage?   
Did the electors approve or reject the millage renewal or increase? ☒ approve ☐ reject  
How much was requested?  (mills)

5) What is your local sales tax?

Percent Authorized  Percent Levied   
When did you last have an election to renew or increase the percent?   
Did the electors approve or reject the percent renewal or increase? ☐ approve ☒ reject  
How much was requested?  (percentage)

6) Have you had an election to obtain voter approval for a bond issue for this or other projects? ☐ yes ☒ no

Did the electors approve or reject the issue? ☐ approve ☒ reject  
Do you plan to have an election to obtain voter approval for a bond issue for this or other projects?  
☐ yes ☒ no

7) Is this project for which you are requesting state funding the type for which revenue will be generated?

☐ yes ☒ no  
(i.e. parking fees; water; sewer or other utility fees; etc.)  
If so, please describe the source and projected amount of the revenue.

Source	Amount
Source 1	<input type="text" value="0"/>
Source 2	<input type="text" value="0"/>
Source 3	<input type="text" value="0"/>

8) How much do you receive from the Parish Transportation Fund?

Current Year	<input type="text" value="2,290,000"/>
Last Year	<input type="text" value="2,297,948"/>
2 Years Ago	<input type="text" value="2,225,270"/>

9) Have you been approved for or received funding from any other state program for this project? ☐ yes ☒ no

If so, how much and from what source?

Source	Agency/Program	Current Year	Last Year	2 Years Ago	Status
Source 1	<input type="text"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text"/>
Source 2	<input type="text"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text"/>
Source 3	<input type="text"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text"/>
Source 4	<input type="text"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text"/>

Project ID **563582**  
Project Level **Agency**  
NEW ORLEANS

## CAPITAL OUTLAY REQUEST

FISCAL YEAR 2020 - 2021

<http://www.state.la.us/ecorts/>

50-ML3 - West-Bank Ferry Terminal Renovations

### Certification Questionnaire (cont)

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10) Have you been approved for or received funding from any federal program for this project? ☐ yes ☒ no

If so, how much and from what source?

Source 1  
Agency/Program  
Current Year  
Last Year  
2 Years Ago  
Status

0
0
0

Source 2  
Agency/Program  
Current Year  
Last Year  
2 Years Ago  
Status

0
0
0

Source 3  
Agency/Program  
Current Year  
Last Year  
2 Years Ago  
Status

0
0
0

Source 4  
Agency/Program  
Current Year  
Last Year  
2 Years Ago  
Status

0
0
0

11) Have you been approved for or received funding from any private source for this project? ☐ yes ☒ no

If so, how much and from what source?

Source 1  
Agency/Program  
Current Year  
Last Year  
2 Years Ago  
Status

0
0
0

Source 2  
Agency/Program  
Current Year  
Last Year  
2 Years Ago  
Status

0
0
0

Source 3  
Agency/Program  
Current Year  
Last Year  
2 Years Ago  
Status

0
0
0

Source 4  
Agency/Program  
Current Year  
Last Year  
2 Years Ago  
Status

0
0
0

12) If not a local government entity, describe the legal status of your entity.

--

The above information is certified by:

Name:   
Title:   
Contact Person:   
Date:   
Phone Number:

**Facility Planning and Control**  
**State of Louisiana**  
**Division of Administration**

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

July 23, 2019

The Honorable LaToya Cantrell, Mayor  
City of New Orleans  
1300 Perdido Street, Rm. 6E12  
New Orleans, LA 70112  
Email: prjudge@nola.gov

Re: West Bank Ferry Terminal Renovations,  
Planning and Construction  
(Orleans)  
FP&C Project No. 50-ML3-15-05

Dear Mayor Cantrell:

I am pleased to advise you that the referenced project has received State Capital Outlay funding. The Capital Outlay Act requires that appropriations for Non-State Entities be administered by the Office of Facility Planning and Control (FPC) under Cooperative Endeavor Agreements (CEA).

Enclosed please find two (2) duplicate original copies of the above referenced CEA. Please execute same on behalf of City of New Orleans, being careful to sign, witness (2), and date each agreement. Also enclosed for your records is a State Funding Summary and A Detailed Allocation of Project Funding.

Please note the following:

- Please verify that the name of the signatory on behalf of City of New Orleans is spelled correctly.
- FPC requires your Federal Tax Identification Number before it will process invoices for payment. Please verify that this number as shown on the Detailed Allocation of Project Funding is correct.

After all the original documents are signed please forward a signed W-9 form and the two (2) duplicate original copies of the CEA to:

Denise Brumfield  
Office of Facility Planning and Control  
Post Office Box 94095  
Baton Rouge, LA 70804-9095

When forwarding the documents, please include a copy of a Resolution designating an individual from City of New Orleans, to act on behalf of City of New Orleans, in all matters pertaining to this project, including certifying requests for State disbursements. This individual must be an official of City of New Orleans, and not a contracted consultant. This resolution is a prerequisite for the disbursement of State funds.

After all of the documents have been executed by all parties, a copy will be returned to City of New Orleans.

The **Non-State Capital Outlay Training Manual** is available online on the FPC website at <http://www.doa.la.gov/Pages/ofpc/Non-State/Non-State.aspx>. Click on Non-State Entity Capital Outlay Administrative Guidelines. You will need this guide as a reference during the CEA development process, as well as a continuing guide throughout the term of the project. The "Capital Outlay Guidelines" by reference will become part of the CEA between City of New Orleans and FPC. Please follow the directions as described in the cover letters of the material sent to you.

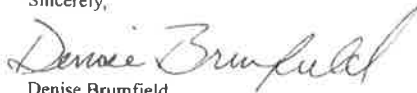


Please understand that while funding has been granted, City of New Orleans does not have full use of, nor statutory authority to spend or obligate any of the funds until such time as the CEA has been fully executed and all of the CEA's provisions met, including all contractual pre-approvals required by FPC's project manager.

If you have not already done so, please register with the State as a Vendor in order to receive funds. To do so, log-on to the FPC website at: <http://www.dca.la.gov/Pages/ofpc/Index.aspx> and under **Important Information**, click on **LaGov Vendor Self-Registration (Instructions)**. There you will find the information on how to self-register your entity. If you need help with the registration process, please call (225) 342-8010 or send an email to [vendr\\_inq@la.gov](mailto:vendr_inq@la.gov).

If you have any questions, please feel free to contact Mr. Rene Becnel, (504) 568-8849 or [rene.becnel@la.gov](mailto:rene.becnel@la.gov).

Sincerely,



Denise Brumfield  
Administrative Director

DB:sp

Enclosures

c: Ms. Lanetta Barthelemy, via email w/attachments  
Mr. Rene Becnel, via email w/attachments