



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority
Finance Committee
Meeting Agenda - Final

Thursday, October 6, 2022

11:00 AM

RTA Boardroom, 2nd Floor

The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Thursday, October 6, 2022, at 11:00 a.m. Please be advised that all meeting participants will be required to wear masks inside the boardroom.

Written comments on any matter included on the agenda will be accepted in the following ways: 1) Submission of a Speaker Card on meeting day; 2) Electronically by email sent to: rtaboard@rtaforward.org prior to the meeting; or 3) By U.S. Mail send to 2817 Canal Street, Attention: Office of Board Affairs, New Orleans, LA 70119.

1. Call To Order

2. Roll Call

3. Consideration of Meeting Minutes

[THERE WAS NO QUORUM FOR THE AUGUST 11, 2022 FINANCE
COMMITTEE MEETING]

[22-155](#)

4. Committee Chairman's Report

5. Chief Executive Officer's Report

6. Chief Financial Officer's Report

[August 2022 Financials]

[22-156](#)

7. DBE Report

8. Infrastructure & Planning Report

9. Procurements

A. Authorizations:

An Amendment to Correct Original Resolution for RTA Website Services [22-136](#)

Cooperative Endeavor Agreement (CEA) between the Port of New Orleans (PONO) and Regional Transit Authority [22-145](#)

Canal Street Ferry Terminal Project: Amendment Request to Infinity Contract [22-147](#)

Canal Street Ferry Terminal Project: Amendment Request to Woodward-APC's Contract [22-148](#)

Transit Security Services - SEAL Security Services [22-149](#)

Portable Radios [22-150](#)

B. Grants:

FY 2023-2024 State Capital Outlay Request: Vehicle Ferry Replacement Study [22-151](#)

FY 2023-2024 State Capital Outlay Request: Ferry Maintenance Barge Replacement [22-152](#)

5339 Bus and Bus Facilities: Large Urban Areas [22-153](#)

10. New Business**11. Audience Questions & Comments****12. Adjournment**



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 22-155

Board of Commissioners

[THERE WAS NO QUORUM FOR THE AUGUST 11, 2022 FINANCE COMMITTEE MEETING]



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 22-156

Finance Committee

[August 2022 Financials]

August 2022
Analysis of Financials

Budget	Actuals	Variances		Explanation of Variance
		Amount	%age	
<u>Passenger Revenue</u>				
5,916,502	6,419,308	502,806	8.50%	Passenger Fares were 8-1/2% (\$503k) over projections through August while ridership was only 6.5% over budget (\$368k). Total YTD system wide 2022 actual ridership has exceeded YTD August 2021 actual ridership by over 22.6% (1.1m). Pass Sales were also over projections 44.1% (\$662k) which contributes to the variance discrepancy in ridership vs revenue.
<u>Sales Tax</u>				
54,179,416	68,809,737	14,630,321	27.00%	RTA sales tax collections which are about 90% of operating revenues continue to be very strong and keep the agency moving in a positive financial direction exceeding projections more than \$14.6m (27%).
<u>Labor</u>				
37,905,910	36,140,696	1,765,214	4.66%	Most of the financial impact of ATU contract negotiations was realized in August. Labor was over budget for the month almost \$1.0 million. However, YTD Labor is still under budget \$1.8m (4.1%)..
<u>Fringe Benefits</u>				
13,131,555	9,668,447	3,463,108	26.37%	Fringe Benefits are 26.4% below projections through August. Retirement recordings alone are approximately \$2.8m under budget.
<u>Services</u>				
8,762,500	6,211,569	2,550,931	29.11%	Most Services line items are under budget. Professional/Technical Services (legal fees, consultants, other outside services, etc.) contributed over \$1.7m to this positive outcome while Contract Maintenance Services contributed another million.
<u>Materials and Supplies</u>				
8,817,262	7,141,291	1,675,971	19.01%	Diesel fuel prices for the month of August were budgeted at \$2.75/gal. (excl. \$0.21/gal. tax). Actual diesel fuel prices for August averaged \$4.01/gal. (before taxes), which was \$1.26/gal. over budget and \$0.65/gal. less than the average price for July. Diesel fuel consumption for August was 14,772 gallons under budget.
<u>Miscellaneous Expenses</u>				
374,556	1,147,871	(773,315)	(206.46%)	Miscellaneous includes bad debt expense of \$879,139 related to uncollectible/overstated State Motor Vehicle transportation revenue from 2020.

**REGIONAL TRANSIT AUTHORITY
CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
August 31, 2022
Unaudited**

	<u>Budget</u>	<u>Current Month Actual</u>	<u>\$ Var.</u>	<u>%Var.</u>	<u>Budget</u>	<u>Year to Date Actual</u>	<u>\$ Var.</u>	<u>%Var.</u>	<u>CY2022 Annual Budget</u>
Operating Revenues									
Passenger Fares	838,378	770,333	(68,045)	(8.12%)	5,916,502	6,419,308	502,806	8.50%	9,581,381
General Use Sales Tax	6,469,703	5,479,045	(990,658)	(15.31%)	46,581,859	57,564,963	10,983,104	23.58%	73,939,458
State Motor Vehicle Sales Tax	508,062	529,182	21,120	4.16%	3,658,046	5,211,185	1,553,139	42.46%	5,806,420
Hotel/Motel Sales Tax	320,765	380,571	59,806	18.64%	3,939,511	6,033,589	2,094,078	53.16%	5,380,176
Other Revenue	152,012	283,387	131,375	86.42%	975,232	1,775,455	800,223	82.05%	1,606,070
Total Operating Revenues	8,288,920	7,442,518	(846,402)	(10.21%)	61,071,150	77,004,501	15,933,351	26.09%	96,313,605
Operating Expenses									
Labor	4,423,150	5,395,180	(972,030)	(21.98%)	37,905,910	36,140,696	1,765,214	4.66%	58,071,805
Fringe Benefits	1,548,633	1,152,733	395,900	25.56%	13,131,555	9,668,447	3,463,108	26.37%	19,843,771
Services	1,099,038	859,015	240,023	21.84%	8,762,500	6,211,569	2,550,931	29.11%	13,142,656
Materials and Supplies	1,149,788	923,659	226,129	19.67%	8,817,262	7,141,291	1,675,971	19.01%	13,309,650
Utilities	150,620	150,710	(90)	(0.06%)	1,251,014	992,592	258,422	20.66%	1,854,193
Casualty & Liability	709,160	710,709	(1,549)	(0.22%)	5,431,360	5,410,984	20,376	0.38%	8,268,000
Taxes	38,406	16,581	21,825	56.83%	289,783	249,855	39,928	13.78%	438,803
Miscellaneous	46,575	78,499	(31,924)	(68.54%)	374,556	1,147,871	(773,315)	(206.46%)	584,930
Leases and Rentals	20,667	15,839	4,828	23.36%	165,334	92,294	73,040	44.18%	248,000
Total Oper. Exp. (excl. Depr.)	9,186,037	9,302,925	(116,888)	(1.27%)	76,129,274	67,055,598	9,073,676	11.92%	115,761,808
Net Operating Revenue	(897,117)	(1,860,406)	(963,289)	107.38%	(15,058,124)	9,948,902	25,007,026	(166.07%)	(19,448,303)
TMSEL Legacy Costs									
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%	0
TMSEL Health Benefit Costs	114,125	94,269	19,856	17.40%	913,000	783,594	129,406	14.17%	1,369,500
TMSEL Workers' Comp. Costs	18,000	93,388	(75,388)	(418.82%)	144,000	813,014	(669,014)	(464.59%)	216,000
TMSEL All Other Costs	44,925	42,741	2,184	4.86%	359,400	245,049	114,351	31.82%	539,100
Total TMSEL Legacy Costs	177,050	230,398	(53,348)	(30.13%)	1,416,400	1,841,656	(425,256)	(30.02%)	2,124,600
Net Rev. (Before Gov't. Asst.)	(1,074,167)	(2,090,804)	(1,016,637)	94.64%	(16,474,524)	8,107,247	24,581,771	(149.21%)	(21,572,903)
Maritime Operations									
Passenger Fares	111,770	74,735	(37,035)	(33.13%)	774,069	696,836	(77,233)	(9.98%)	1,241,690
Labor and Fringe Benefits	(35,787)	(33,239)	(2,548)	7.12%	(303,026)	(173,100)	(129,926)	42.88%	(462,684)
Services	(823,987)	(697,555)	(126,432)	15.34%	(6,591,895)	(6,248,400)	(343,495)	5.21%	(9,887,843)
Materials and Supplies	(56,035)	(33,067)	(22,968)	40.99%	(472,222)	(405,065)	(67,157)	14.22%	(731,011)
Casualty and Liability	0	0	0	0.00%	0	0	0	0.00%	0
Other Operating Expenses	(2,540)	(606)	(1,934)	76.15%	(20,337)	(6,855)	(13,482)	66.30%	(30,535)
Grant Expenses	(1,568,143)	(2,846,401)	1,278,258	(81.51%)	(12,545,144)	(10,260,111)	(2,285,033)	18.21%	(18,817,687)
Preventive Maintenance	42,050	0	(42,050)	(100.00%)	331,600	0	(331,600)	(100.00%)	499,800
Grant Revenues	1,223,004	1,834,444	611,440	49.99%	9,784,032	5,637,397	(4,146,635)	(42.38%)	14,675,998
State Subsidy	428,333	428,333	0	0.00%	3,426,666	3,426,667	1	0.00%	5,140,000
Total Maritime Operations	(681,335)	(1,273,356)	592,021	(86.89%)	(5,616,257)	(7,332,633)	1,716,376	(30.66%)	(8,372,072)
Government Operating Assistance									
Preventive Maintenance	1,097,998	1,242,606	144,608	13.17%	8,783,984	9,940,849	1,156,865	13.17%	13,175,975
State Parish Transportation	148,541	166,906	18,365	12.36%	1,188,328	1,195,577	7,249	0.61%	1,782,493
COVID Funding - RTA	1,331,927	0	(1,331,927)	(100.00%)	9,323,489	479,129	(8,844,360)	(94.86%)	14,651,195
COVID Funding - Ferries	761,097	1,517,239	756,142	99.35%	5,327,679	5,675,552	347,873	6.53%	8,372,072
Total Government Oper. Asst.	3,339,563	2,926,751	(412,812)	(12.36%)	24,623,480	17,291,107	(7,332,373)	(29.78%)	37,981,736
Net Revenue (After Gov't. Asst.)	1,584,061	(437,409)	(837,429)	(52.87%)	2,532,699	18,065,720	18,965,774	748.84%	8,036,760

**REGIONAL TRANSIT AUTHORITY
CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
August 31, 2022
Unaudited**

	Current Month				Year to Date				CY2022 Annual Budget
	Budget	Actual	\$ Var.	%Var.	Budget	Actual	\$ Var.	%Var.	
Net Revenue (After Gov't. Asst.)	1,584,061	(437,409)	(837,429)	-52.87%	2,532,699	18,065,720	18,965,774	748.84%	8,036,760
Government Non-Operating Rev. (Exp.)									
Federal - Capital	630,418	(159,122)	(789,540)	(125.24%)	15,540,756	5,316,948	(10,223,808)	(65.79%)	19,416,339
Local - Capital	577,205	672,639	95,434	16.53%	7,241,994	4,264,840	(2,977,154)	(41.11%)	9,830,282
Capital Expenditures	(1,207,623)	(513,517)	694,106	(57.48%)	(22,782,750)	(9,581,788)	13,200,962	(57.94%)	(29,246,621)
FEMA Project Worksheets	109,396	0	(109,396)	0.00%	546,980	0	(546,980)	0.00%	984,562
FEMA Project Worksheet Expenditure	(109,396)	0	109,396	0.00%	(546,980)	0	546,980	0.00%	(984,562)
Loss on Valuation of Assets	0	0	0	0.00%	0	0	453,530	0.00%	0
Total Gov't. Non-Operating Rev. (Exp)	0	0	0	0.00%	0	0	0	0.00%	0
Total Revenues (Expenses) Before Capital Expenditures and Debt	1,584,061	(437,409)	(2,021,470)	(127.61%)	2,532,699	18,065,720	15,533,021	613.30%	8,036,760
Capital Expenditures									
Interest Income - Capital (bonds)	2,040	50,753	48,713	2387.87%	16,320	100,139	83,819	513.60%	24,480
Debt Service	(671,770)	(587,181)	104,589	15.57%	(5,374,160)	(4,140,858)	1,233,302	22.95%	(8,061,240)
Total Capital Expenditures	(669,730)	(516,429)	153,301	22.89%	(5,357,840)	(4,040,719)	1,317,121	24.58%	(8,036,760)
Net Revenue less Capital Expenditures & Principal on Long Term Debt	914,331	(953,838)	(1,868,169)	204.32%	(2,825,141)	14,025,001	16,850,142	596.44%	0
Other Funding Sources									
Restricted Oper. / Capital Reserve	(914,331)	953,838	(1,868,169)	204.32%	2,825,141	(14,025,001)	16,850,142	596.44%	0
Total Other Funding	(914,331)	953,838	(1,868,169)	204.32%	2,825,141	(14,025,001)	16,850,142	596.44%	0
Net Revenue / Expense	0	0	0	0.00%	0	0	0	0.00%	0
Depreciation - Local	11,220	92,804	(81,584)	(727.13%)	89,760	742,431	(652,671)	(727.13%)	134,640
Depreciation - Federal	1,887,000	1,706,655	180,345	9.56%	15,096,000	13,653,236	1,442,764	9.56%	22,644,000
Total Depreciation	1,898,220	1,799,458	98,762	5.20%	15,185,760	14,395,667	790,093	5.20%	22,778,640

**REGIONAL TRANSIT AUTHORITY
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August 31, 2022
Unaudited**

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
Operating Revenues								
Passenger Fares	529,461	770,333	240,872	45.49%	4,994,398	6,419,308	1,424,910	28.53%
General Use Sales Tax	6,288,173	5,479,045	(809,129)	(12.87%)	47,160,154	57,564,963	10,404,809	22.06%
State Motor Vehicle Sales Tax	529,929	529,182	(747)	(0.14%)	3,815,488	5,211,185	1,395,697	36.58%
Hotel/Motel Sales Tax	469,700	380,571	(89,128)	(18.98%)	3,024,371	6,033,589	3,009,219	99.50%
Other Revenue	127,122	283,387	156,265	122.93%	937,704	1,775,455	837,751	89.34%
Total Operating Revenues	7,944,385	7,442,518	(501,867)	(6.32%)	59,532,115	77,004,501	17,072,386	28.49%
Operating Expenses								
Labor	3,912,956	5,395,180	(1,482,223)	(37.88%)	34,688,547	36,140,696	(1,452,149)	(4.19%)
Fringe Benefits	571,345	1,152,733	(581,388)	(101.76%)	7,315,434	9,668,447	(2,353,013)	(32.17%)
Services	1,106,287	859,015	247,271	22.35%	6,299,895	6,211,569	88,326	1.40%
Materials and Supplies	847,386	923,659	(76,272)	(9.00%)	5,090,123	7,141,291	(2,051,168)	(40.30%)
Utilities	128,816	150,710	(21,894)	(17.00%)	988,854	992,592	(3,737)	(0.38%)
Casualty & Liability	661,635	710,709	(49,074)	(7.42%)	5,056,034	5,410,984	(354,950)	(7.02%)
Taxes	36,732	16,581	20,150	54.86%	245,361	249,855	(4,494)	(1.83%)
Miscellaneous	14,082	78,499	(64,417)	(457.43%)	148,444	1,147,871	(999,426)	(673.27%)
Leases and Rentals	15,612	15,839	(226)	(1.45%)	131,115	92,294	38,822	29.61%
Total Oper. Exp. (excl. Depr.)	7,294,852	9,302,925	(2,008,073)	(27.53%)	59,963,608	67,055,598	(7,091,791)	(11.83%)
Net Operating Revenue	649,533	(1,860,406)	(2,509,939)	(386.42%)	(31,693)	9,948,902	9,980,595	(31491.37%)
TMSEL Legacy Costs								
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%
TMSEL Health Benefit Costs	99,520	94,269	(5,251)	(5.28%)	974,649	783,594	(191,055)	(19.60%)
TMSEL Workers' Comp. Costs	158,232	93,388	(64,844)	(40.98%)	944,215	813,014	(131,201)	(13.90%)
TMSEL All Other Costs	45,307	42,741	(2,566)	(5.66%)	350,852	245,049	(105,804)	(30.16%)
Total TMSEL Legacy Costs	303,059	230,398	(72,661)	(23.98%)	2,269,716	1,841,656	(428,060)	(18.86%)
Net Rev. (Before Gov't. Asst.)	346,474	(2,090,804)	(2,437,279)	(703.45%)	(2,301,409)	8,107,247	10,408,655	(452.27%)
Maritime Operations								
Passenger Fares	63,022	74,735	11,713	18.59%	721,152	696,836	(24,316)	(3.37%)
Labor and Fringe Benefits	(14,537)	(33,239)	(18,702)	128.65%	(139,172)	(173,100)	(33,928)	24.38%
Services	(746,186)	(697,555)	48,631	(6.52%)	(6,124,677)	(6,248,400)	(123,724)	2.02%
Materials and Supplies	(16,588)	(33,067)	(16,479)	99.35%	(37,830)	(405,065)	(367,235)	970.75%
Casualty and Liability	0	0	0	0.00%	0	0	0	0.00%
Other Operating Expenses	(370)	(606)	(236)	63.65%	(1,491)	(6,855)	(5,363)	359.69%
Grant Expenses	(1,407,665)	(2,846,401)	(1,438,736)	102.21%	(5,205,576)	(10,260,111)	(5,054,535)	97.10%
Preventive Maintenance	147,183	0	(147,183)	0.00%	435,784	0	(435,784)	0.00%
Grant Revenues	929,847	1,834,444	904,597	97.28%	2,764,475	5,637,397	2,872,922	103.92%
State Subsidy	1,045,293	428,333	(616,960)	(59.02%)	7,587,335	3,426,667	(4,160,669)	(54.84%)
Total Maritime Operations	0	(1,273,356)	(1,273,356)	100.00%	0	(7,332,633)	(7,332,633)	100.00%
Government Operating Assistance								
Preventive Maintenance	916,360	1,242,606	326,246	35.60%	8,072,565	9,940,849	1,868,284	23.14%
State Parish Transportation	162,798	166,906	4,108	2.52%	1,302,384	1,195,577	(106,807)	(8.20%)
COVID Funding - RTA	473,936	0	(473,936)	100.00%	2,601,234	479,129	(2,122,105)	100.00%
COVID Funding - Ferries	16,622	1,517,239	1,500,616	0.00%	4,286,814	5,675,552	1,388,738	0.00%
Total Government Oper. Asst.	1,569,717	2,926,751	1,357,034	86.45%	16,262,996	17,291,107	1,028,111	6.32%
Net Revenue (After Gov't. Asst.)	1,916,191	(437,409)	(2,353,601)	(122.83%)	13,961,588	18,065,720	4,104,133	29.40%

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Unaudited**

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
Net Revenue (After Gov't. Asst.)	1,916,191	(437,409)	(2,353,601)	-122.83%	13,961,588	18,065,720	4,104,133	29.40%
Government Non-Operating Rev. (Exp.)								
Federal - Capital	(7,133)	(159,122)	(151,989)	2130.74%	9,233,227	5,316,948	(3,916,280)	(42.42%)
Local - Capital	35,241	672,639	637,398	1808.69%	2,354,572	4,264,840	1,910,268	81.13%
Capital Expenditures	(28,108)	(513,517)	(485,409)	1726.96%	(11,587,800)	(9,581,788)	2,006,012	(17.31%)
FEMA Project Worksheets	0	0	0	100.00%	99,383	0	(99,383)	(100.00%)
FEMA Project Worksheets Expenditur	0	0	0	100.00%	(99,383)	0	99,383	(100.00%)
Loss on Valuation of Assets	0	0	0	0.00%	(453,530)	0	453,530	0.00%
Total Gov't. Non-Operating Rev. (Exp)	0	0	(0)	0.00%	(453,530)	0	453,530	0.00%
Total Revenues (Expenses) Before Capital Expenditures and Debt	1,916,191	(437,409)	(2,353,601)	(122.83%)	13,508,058	18,065,720	4,557,663	33.74%
Capital Expenditures								
Interest Income - Capital (bonds)	2,788	50,753	47,965	1720.69%	34,407	100,139	65,732	191.04%
Debt Service	(776,700)	(567,181)	209,519	(26.98%)	(5,552,591)	(4,140,858)	(1,411,733)	25.42%
Total Capital Expenditures	(773,912)	(516,429)	257,484	(33.27%)	(5,518,184)	(4,040,719)	1,477,464	(26.77%)
Net Revenue less Capital Expenditures & Principal on Long Term Debt	1,142,279	(953,838)	(2,096,117)	183.50%	7,989,874	14,025,001	6,035,127	(75.53%)
Other Funding Sources								
Restricted Oper. / Capital Reserve	(1,142,279)	953,838	2,096,117	(183.50%)	(7,989,874)	(14,025,001)	(6,035,127)	75.53%
Total Other Funding	(1,142,279)	953,838	2,096,117	(183.50%)	(7,989,874)	(14,025,001)	(6,035,127)	75.53%
Net Revenue / Expense	0	0	0	0.00%	0	0	0	0.00%
Depreciation - Local	94,288	92,803,820	1,484	1.57%	754,301	742,431	11,870	1.57%
Depreciation - Federal	1,727,004	1,706,654,560	20,349	1.18%	14,461,722	13,653,236	808,486	5.59%
Total Depreciation Expense	1,821,292	1,799,458	21,833	1.20%	15,216,023	14,395,667	820,356	5.39%

REGIONAL TRANSIT AUTHORITY
STATEMENT OF NET POSITION
AS OF AUGUST 31, 2022 AND 2021

	2022	2021
ASSETS AND DEFERRED OUTFLOW OF RESOURCES		
CURRENT ASSETS:		
Cash	\$ 59,228,451	47,560,955
Accounts Receivable (net)	37,615,030	40,369,354
Prepaid Expenses and other assets	5,492,816	4,752,612
Inventory	961,088	527,268
Total Current Assets	103,297,384	93,210,190
Restricted assets, cash and investments		
Ferry Operating Subsidy	0	0
1991 series bond trustee accounts	0	3
2020 series bond trustee accounts	(1)	7,756,387
2000 series bond trustee accounts	0	0
2010 series bond trustee accounts	396,763	396,017
Self-Insurance Reserve	1,415,000	1,415,000
Total restricted assets	1,811,762	9,567,406
Net Pension Assets	7,541,497	7,541,497
Net OPEB Assets	0	0
Property, buildings and equipment, net	291,808,023	277,657,703
Total noncurrent assets	299,349,520	285,199,200
TOTAL ASSETS	404,458,665	387,976,797
DEFERRED OUTFLOW OF RESOURCES		
Deferred charges - prepaid bond	364,588	364,588
Pension deferrals	131,355	131,355
OPEB deferrals	1,079,252	1,079,252
Total Deferred Outflows of Resources	1,575,195	1,575,195
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 406,033,859	\$ 389,551,991

REGIONAL TRANSIT AUTHORITY
STATEMENT OF NET POSITION
AS OF AUGUST 31, 2022 AND 2021

LIABILITIES, DEFERRED INFLOW OF RESOURCES AND NET POSITION

CURRENT LIABILITIES (PAYABLE FROM CURRENT ASSETS)

Accounts payable, accrued expenses, and deferred credits	\$ 39,698,701	22,271,605
Current portion of legal and small claims	2,772,120	2,772,120
Current portion of OPEB Liability	1,207,351	1,207,351
Due to Transdev	242,617	235,614

Total Current Liabilities (payable from current assets)	43,920,788	26,486,691
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CURRENT LIABILITIES (PAYABLE FROM RESTRICTED ASSETS)

Current portion of accrued bond interest	(4,186,119)	551,040
Current portion of bonds payable net	-	3,170,000
Current portion of debt service assistance fund loan		

Total Current Liabilities (payable from restricted assets)	(4,186,119)	3,721,040
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LONG-TERM LIABILITIES

Accrued bond interest less current portion	-	0
Legal and small claims less current portion	13,807,129	15,238,101
Bonds-Payable less current portion net	89,974,062	96,827,660
Net Pension Liability		
Total OPEB Liability	5,783,026	5,783,026
Debt service assistance fund loan less current portion	-	

Total long-term liabilities	109,564,217	117,848,787
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TOTAL LIABILITIES

149,298,886	148,056,517
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DEFERRED INFLOW OF RESOURCES

Pension Deferrals	11,196,614	11,196,614
OPEB Deferrals	186,423	186,423
Deferred Refunding Gain	2,627,278	2,627,278
TOTAL DEFERRED INFLOWS OF RESOURCES	14,010,315	14,010,315

NET POSITION

Invested in capital assets, net of related debt	206,020,080	177,109,003
Restricted for Debt Service	1,811,762	9,567,406
Unrestricted	34,892,816	40,808,750

Total net position	242,724,657	227,485,160
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**TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES,
AND NET POSITION**

\$ 406,033,859	\$ 389,551,991
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Regional Transit Authority
Financial Performance Indicators
July 31, 2022
(Excludes Ferry Operations)

	Company-wide		Fixed Route Bus		Streetcar		Paratransit	
	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date	Current Mo.	Year-to-date
Ridership (Unlinked Trips)	792,410	5,301,425	438,790	3,101,034	337,089	2,094,588	16,531	105,803
Total Platform Hours	65,430	438,736	42,496	282,358	13,698	92,985	9,237	63,393
Passenger Revenue	761,295	5,648,975	411,674	3,327,616	319,574	2,156,809	30,047	164,550
Operating Expenses	9,302,925	67,055,598	7,600,157	36,355,135	2,670,056	14,194,216	1,720,548	8,755,571
Operating Cost Per Platform Hour	142.18	152.84	178.85	128.76	194.93	152.65	186.27	138.12
Annual Budgeted Cost Per Platform Hour		131.94		127.71		165.51		113.79
Farebox Recovery Rate	8.18%	8.42%	5.42%	9.15%	11.97%	15.19%	1.75%	1.88%
Operating Cost Per Unlinked Trip	11.74	12.65	17.32	11.72	7.92	6.78	104.08	82.75
Passenger Revenue Per Unlinked Trip	0.96	1.07	0.94	1.07	0.95	1.03	1.82	1.56
Subsidy per Unlinked Trip	10.78	11.58	16.38	10.65	6.97	5.75	102.26	81.19

**Regional Transit Authority
Financial Performance Indicators
Current to Prior Year Comparison**

REPORT FOR THE MONTH

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For the Month Ended July 31,			For the Month Ended July 31,			For the Month Ended July 31,			For the Month Ended July 31,		
	2022	2021	Variance	2022	2021	Variance	2022	2021	Variance	2022	2021	Variance
Ridership (Unlinked Trips)	792,410	662,924	129,486	438,790	429,279	9,511	337,089	220,148	116,941	16,531	13,497	3,034
Total Platform Hours	65,430	71,407	(5,977)	42,496	46,317	(3,822)	13,698	14,804	(1,106)	9,237	10,285	(1,048)
Passenger Revenue	761,295	670,458	90,837	411,674	400,857	10,817	319,574	249,106	70,468	30,047	20,495	9,552
Operating Expenses	11,990,762	9,559,939	2,430,823	7,600,157	5,316,171	2,283,986	2,670,056	2,661,904	8,152	1,720,548	1,581,864	138,684
Operating Cost Per Platform Hour	183.26	133.88	49.38	178.85	114.78	64.07	194.93	179.81	15.12	186.27	153.80	32.47
Annual Budgeted Cost Per Plat. Hour	131.94	140.47	(8.53)	127.71	132.69	(4.98)	165.51	185.29	(19.78)	113.79	119.88	(6.09)
Farebox Recovery Rate	6.35%	7.01%	-0.66%	5.42%	7.54%	-2.12%	11.97%	9.36%	2.61%	1.75%	1.30%	0.45%
Operating Cost Per Unlinked Trip	15.13	14.42	0.71	17.32	12.38	4.94	7.92	12.09	(4.17)	104.08	117.20	(13.12)
Passenger Revenue Per Unlinked Trip	0.96	1.01	(0.05)	0.94	0.93	0.01	0.95	1.13	(0.18)	1.82	1.52	0.30
Subsidy per Unlinked Trip	14.17	13.41	0.76	16.38	11.45	4.93	6.97	10.96	(3.99)	102.26	115.68	(13.42)

**Regional Transit Authority
Financial Performance Indicators
Current to Prior Year Comparison**

YEAR-TO-DATE REPORT

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For 6 Months Ending July 31, 2022	2021	Variance	For 6 Months Ending July 31, 2022	2021	Variance	For 6 Months Ending July 31, 2022	2021	Variance	For 6 Months Ending July 31, 2022	2021	Variance
Ridership (Unlinked Trips)	5,301,425	4,372,819	928,606	3,101,034	2,712,511	388,523	2,094,588	1,579,859	514,729	105,803	80,449	25,354
Total Platform Hours	438,736	441,537	(2,801)	282,358	279,628	2,730	92,985	89,088	3,897	63,393	72,821	(9,428)
Passenger Revenue	5,648,975	4,464,937	1,184,038	3,327,616	2,666,752	660,864	2,156,809	1,669,132	487,677	164,550	129,053	35,497
Operating Expenses	59,304,922	54,796,253	4,508,669	36,355,135	31,538,472	4,816,663	14,194,216	14,430,867	(236,651)	8,755,571	8,826,914	(71,343)
Operating Cost Per Platform Hour	135.17	124.10	11.07	128.76	112.79	15.97	152.65	161.98	(9.33)	138.12	121.21	16.91
Annual Budgeted Cost Per Plat. Hour	131.94	140.47	(8.53)	127.71	132.69	(4.98)	165.51	185.29	(19.78)	113.79	119.88	(6.09)
Farebox Recovery Rate	9.53%	8.15%	1.38%	9.15%	8.46%	0.70%	15.19%	11.57%	3.63%	1.88%	1.46%	0.42%
Operating Cost Per Unlinked Trip	11.19	12.53	(1.34)	11.72	11.63	0.09	6.78	9.13	(2.35)	82.75	109.72	(26.97)
Passenger Revenue Per Unlinked Trip	1.07	1.02	0.05	1.07	0.98	0.09	1.03	1.06	(0.03)	1.56	1.60	(0.04)
Subsidy per Unlinked Trip	10.12	11.51	(1.39)	10.65	10.65	0.00	5.75	8.07	(2.32)	81.19	108.12	(26.93)



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 22-136

Finance Committee

An Amendment to Correct Original Resolution for RTA Website Services

DESCRIPTION: Amendment to Correct Original Resolution for RTA Website Services	AGENDA NO: N/A
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To correct an earlier decision that awarded a contract for website services to MSF Global Solutions. The board's action will correct the contract's term from a one-year to a three-year agreement. This action will supersede an earlier resolution granted to MSF Global Solutions.

ISSUE/BACKGROUND:

The original resolution (No. 20-072) approved on March 24, 2020, at the Board Meeting, included only one year of a three-year contract (August 4, 2020 - August 4, 2023). The new resolution will correct the error to include all three years of the original contract. This amendment does not create new or extended terms to the original contract.

DISCUSSION:

MSF Global Solutions was awarded the contract for website services for three years from August 4, 2020, to August 4, 2023, to maintain the agency's online presence and perform updates/enhancements for the existing website; however, only one of the three years was ratified.

FINANCIAL IMPACT:

\$100,000.00 per year for three years (August 4, 2020, through August 4, 2023).

NEXT STEPS:

Upon approval, the agency will continue to receive services from MSF Global Solutions for its (RTA) existing website service needs for the duration of the contract.

ATTACHMENTS:

1. Resolution
2. Supporting Documentation

Prepared By: Angele Young Boutte
Title: Marketing Director

Reviewed By: Teri Wright
Title: Senior Communications Director

Reviewed By: Katherine Felton
Title: Chief of Staff

Reviewed By: Mark Major
Title: Deputy CEO Administration & Finance



10/4/2022

Alex Wiggins
Chief Executive Officer

DATE



Regional Transit Authority

Change Order Routing Sheet

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

- A. Department Representative to participate in procurement process:

Angele Young Boutte	Director of Marketing	8416
<u>Name</u>	<u>Title</u>	<u>Ext.</u>

- B. Contract No.: Website Services PO# 912746-000

Contract Title and PO No: _____

- C. Contract History:

Original Award Value	\$ <u>100,000</u>
Previously Executed Change Orders Value	\$ <u>0.00</u>
Adjusted Contract Value (Prior to Requested Change Order)	\$ <u>100,000</u>
Current Change Order Value	\$ <u>100,000</u>
Revised Contract Value (w/current change order)	\$ <u>200,000</u>

- D. Justification of Change Order: On 8/4/2020 an agreement was made between RTA and MSF Global who was awarded the contract to provide agency website services for a period of up to three years (exercising year two (2) of the 3 year agreement).

- E. Type of Change Requested: Administrative Supplemental Termination

- F. Responsibility Determination: Price determined fair and reasonable based on

- G. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE Commitment percentage applies to the Total Contract Value after all amendments and change orders.):

0 % DBE 0 % SLDBE 0 % Small Business

Additional Information _____

Angele Young Boutte
DBE/EEO Compliance Manager

6/14/2022
Date

- H. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Yes

No

Are there any amendments pending?

Yes

No

If Yes, please attach the amendment to this Routing Sheet and explain.



Donald R. Pugh
 Director of Grants Federal Compliance

6/15/22
 Date

I. Funding Source: Federal State Local Other: _____

Funds are specifically allocated in the Department's current fiscal year budget or in a grant to cover this expenditure as follows:

Total Funding Available \$ 200,000
 Previous Cost \$ 100,000
 Revised Projected Cost \$ 200,000
 FTA Grant No.(s) _____
 Line Item(s) _____
 Operations/Department Code _____
 Budget Code(s) 1760002.7070.163
 Other *CS 7* *6/14/22*
 Budget Analyst Date

J. *Michael D. Smith* *6/14/22*
 Safety Date

K. Authorizations:
Angela P. Smith *6/8/22*
 Department Head Date
[Signature] *6/16/2022*
 Division Manager Date
Donald R. Pugh *6/17/22*
 Director of Procurement Date
Angela P. Smith *6/17/22*
 Chief Financial Officer Date
W.A. M. *6/22/22*
 Chief Executive Officer Date

	Annual
Infrastructure Costs	
Hosting and Maintenance	\$18,300.00
Kentico Subscription	\$6,900.00
Google API	\$4,800.00
Recurring Support Costs	\$30,000.00
Services	
Digital Marketing	\$24,000.00
SEO Optimization	<i>Included</i>
UI/UX Experience	<i>Included</i>
Trip Planner Optimization	<i>Included</i>
Behavior Tracking	<i>Included</i>
Quarterly Review	<i>Included</i>
Advanced Data Insights Support	<i>Included</i>
Technical Support	\$36,000.00
Services Estimated Costs	\$60,000.00
Cyber Security	
Semi-Annual Vulnerability Assessments	\$10,000.00
Cyber Security Estimated Costs	\$10,000.00
Total Estimated Cost	\$100,000.00

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number:

Date of Estimate:

Description of Goods/Services:

Website Services☐ New Procurement☐ Contract Modification (Change Order)☒ Exercise of Option

Method of Obtaining Estimate:

Attach additional documentation such as previous pricing, documentation, emails, internet screen shots, estimates on letterhead, etc.

☐ Published Price List (attach source and date)☒ Historical Pricing (attach copy of documentation from previous PO/Contract)☐ Comparable Purchases by Other Agencies (attach email correspondence)☐ Engineering or Technical Estimate (attach)☐ Independent Third-Party Estimate (attach)☐ Other (specify) _____ attach documentation☐ Pre-established pricing resulting from competition (Contract Modification only)

Through the method(s) stated above, it has been determined the estimated

total cost of the goods/services is \$ 100,000

The preceding independent cost estimate was prepared by:

Name

Angele Young Boutte

Signature



Regional Transit Authority may, 27, 2021







CONTRACT TO PROVIDE WEBSITE SERVICES

Regional

Transit

Authority

BY AND BETWEEN

REGIONAL TRANSIT AUTHORITY

A Political Subdivision of the

State of Louisiana

2817 Canal St.

New Orleans, Louisiana 70119

AND

MSF GLOBAL SOLUTIONS, LLC

1712 Oretha Castle Haley Blvd, Ste. 302

New Orleans, LA 70130

2817 Canal Street,

New Orleans,

Louisiana

70119-6301

A. SCOPE OF WORK

As specified herein.

B. CONTRACT PRICE:

As specified herein.

C. PERIOD OF PERFORMANCE:

As specified herein.

Administration

504.827.8300

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EXHIBITS

EXHIBIT "A"	RTA Request For Proposals (RFP) #2020-003
EXHIBIT "B"	Submittal by Contractor dated, June 24, 2020

AGREEMENT
BY AND BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AND
MSF GLOBAL SOLUTIONS, LLC.

STATE OF LOUISIANA
PARISH OF ORLEANS

This AGREEMENT made and entered into this 4th day of August, 2020 by and between the REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "RTA"), a political subdivision of the State of Louisiana, herein represented by its Chairman of the Board of Commissioners, Flozell Daniels and MSF Global Solutions, LLC (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its Owner, Marseyas Fernandez authorized to do and doing business in the State of Louisiana.

WITNESSETH

WHEREAS, the RTA is a political subdivision of the State of Louisiana, charged with the responsibility of providing, maintaining and administering a transit system in the areas within its jurisdiction; and

WHEREAS, in accordance with state and federal laws and regulations, RTA issued Request For Proposals (RFP) No. 2020-003, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFP No. 2020-003, as amended,) to solicit a contractor to provide website services; and

WHEREAS, MSF Global Solutions, LLC, a Corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B", Contractor's Submittal dated, June 24, 2020, made a part hereof and attached hereto; and

WHEREAS, after evaluation of Contractor's offer, RTA determined that Contractor was responsible and had submitted the responsive offer,

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

I.
SUPERSEDING EFFECT

This Agreement supersedes all prior oral or written Agreements, if any, between the parties and constitutes the entire Agreement between the parties relative to the work to be performed under this Agreement. Any changes or modifications to this Agreement shall be accomplished solely by written amendment signed by both parties.

II.
SCOPE OF SERVICES

Contractor shall provide Website Services in accordance with the terms and conditions set forth in Exhibit "A" and Exhibit "B". Contractor agrees that all goods and services under this Agreement shall be delivered in a professional, timely manner and shall conform to or exceed in all respects the prevailing industry standards.

III.
COMPENSATION

The RTA will compensate Contractor for the goods and services to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit "A". The compensation due Contractor shall not exceed \$100,000.00 annually unless properly authorized.

IV.
TERM OF AGREEMENT

This Agreement shall be deemed effective on the date first above written and shall continue in effect for a period of up to three years or until the occurrence of one of the following events:

A. The certification by RTA or its agents that the requirements of this Agreement have been satisfactorily completed by Contractor, or;

B. The termination of this Agreement as provided in Article V, herein below. The duration of this agreement may be extended by mutual agreement of the parties.

V.
TERMINATION

Termination under this Agreement shall be in accordance with Exhibit "A", Article II, General Provisions, Paragraph 2.6, Termination; Section A – Termination for Convenience and Section B – Termination for Default of the Regional Transit Authority General Provisions.

VI.
INTEREST OF CONTRACTOR

Contractor covenants that it currently has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the delivery of the goods called for under this Agreement. RTA and Contractor further covenant that in the performance of this Agreement no persons having any such interest shall be employed.

VII.
IDENTIFICATION OF DOCUMENTS

Any document, memorandum or report prepared under this Agreement for publication and not merely for internal use shall contain the following or a similar stipulation deemed acceptable to the RTA:

- A. The preparation of this document has been financed in part through a grant from the United States Department of Transportation under the provisions of the Urban Mass Transportation Act of 1964, as amended.
- B. The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of RTA or the United States Department of Transportation, Federal Transit Administration.

VIII. OWNERSHIP OF DOCUMENTS

All documents, reports or data generated by or provided to Contractor under this Agreement shall be the sole property of RTA for a period of up to three years after acceptance of the goods. Contractor shall not use any such documents, reports or data for any purpose other than to perform services pursuant to this Agreement.

IX. MEDIA COVERAGE

The Contractor shall be prohibited from participating in or directing any third party media coverage, in any form, of this project without first submitting a written request to RTA's Procurement representative noted in Article XI of this contract and receiving written approval from the same in advance of any such coverage.

X. APPLICABLE LAW

This Agreement shall be entered into the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana.

XI.

NOTICES

Any notice required or permitted under the Agreement shall be either hand delivered to the party to whom the notice is directed or sent to same by certified mail, return receipt requested, and addressed as follows:

A. REGIONAL TRANSIT AUTHORITY
2817 Canal St.
New Orleans, Louisiana 70119

ATTN:
Mark Major
Chief Financial Officer

XII. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference:

EXHIBIT "A" RTA Request For Proposals (RFP 2020-003), as amended.

EXHIBIT "B" Submittal by Contractor dated, June 24, 2020.

XIII. ORDER OF PRECEDENCE

The following order of precedence shall govern in the event of a conflict between documents of this contract.

Articles I through XV hereof.

Exhibit "A", RTA RFP No. 2020-003.

Exhibit "B" Contractor's submittal in response to RTA's RFP No. 2020-003, dated June 24, 2020.

XIV. INSURANCE

To protect RTA against liability in connection with, or resulting from the carrying out of this contract, Contractor shall provide, before the work is commenced hereunder, and shall at all time during the life of the contract carry at the expense of the Contractor, with a reliable insurance company, and approved to do business in the State of Louisiana,

all insurance required by local, state or federal laws should there be any such requirement(s). Any subcontractor employed by the Contractor shall be governed by the same insurance requirements as stated herein. The Contractor shall deliver to RTA a Certificate of Insurance.

During the term of this Agreement the Contractor shall obtain and maintain the following types and amounts of insurance. The Contractor shall furnish to RTA Certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- Worker's Compensation Insurance as required by applicable Louisiana Law.
- Vehicle Liability Insurance in the amount of \$1,000,000.00.
- General Liability Insurance in the amount of \$1,000,000.00.

XV. DBE COMPLIANCE

It is the policy of the RTA to ensure access to the economic opportunity the agency offers in a manner that is fair and equitable and that affords participation to all citizens regardless of race, gender, ethnicity, age, religious background, sexual orientation and disability. Accordingly, the RTA's DBE Program is designed to increase small and disadvantaged business participation in RTA contracts and procurements. The growth and development of small and disadvantaged businesses is important to the New Orleans regional economy.

The RTA works to support that growth and development, in part, by providing business opportunities under its DBE Program Legal Authority.

The RTA is a recipient of federal transit funds from the U.S. Department of Transportation Federal Transit Administration (FTA). As a condition of receiving this federal funding, RTA is legally required to establish and maintain a DBE program in

compliance with Title 49 of the U.S. Code of Federal Regulation, Part 26 (49 CFR Part 26).

Contractor Assurance

The contractor, subcontractor or sub-recipient (hereinafter contractor) shall not discriminate on the basis of race, color, national origin, sexual orientation, age or disability in the performance of this contract. Additionally, the Contractor must comply with all requirements of the RTA DBE Program as authorized by the Code of Federal Regulations 49 CFR Part 26. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which shall result in such remedy as the RTA, deems appropriate and may include the termination of this Agreement.

DBE Participation

Contractor shall count only the value of the work actually performed by its DBE subcontractor toward attainment of the DBE goal. Contractor shall also ensure that any work that its DBE subcontractor has subcontracted to a non-DBE firm does not count toward attainment of the DBE goal. Finally, Contractor shall ensure that any fees or expenses paid to its DBE subcontractor are only counted toward attainment of the DBE goal if the DBE subcontractor is performing a commercially useful function under this Agreement.

Prompt Payment of Subcontractors

Contractor shall pay each subcontractor under this Agreement, especially DBE firms, no later than five (5) business days from the receipt of each payment Contractor receives from the RTA. Contractor further agrees to return retainage payments to each subcontractor, within five (5) business days after the subcontractor's work is satisfactorily completed and accepted by the RTA, and all delays under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the RTA.

DBE Contract Termination

Contractor shall not terminate for convenience the contract of its DBE subcontractor and subsequently perform the work of the terminated DBE subcontractor with its own forces or those of an affiliate, without prior written consent from the RTA. In addition, if a DBE subcontractor is justifiably terminated, or fails to complete its work for any reason, Contractor must make good faith efforts (also referred to as best efforts) to find another certified DBE firm to substitute for the original DBE subcontractor. The good faith efforts must be directed towards finding a substitute DBE subcontractor to perform at least the amount of work needed to meet the DBE goal.

Monthly Reporting

Contractor must complete and submit to the DBE Liaison Officer for the RTA (DBELO) monthly and quarterly reports of DBE firm participation under this Agreement. Failure to report DBE activity is a material breach of this agreement that shall result in such remedy as the RTA deems appropriate and may include withholding payment of invoices until such time as the monthly reports are received or penalties of \$100 per day. All RTA contract awarded, vendors are required to register contract information including their subcontractor information into the B2GNOW database.

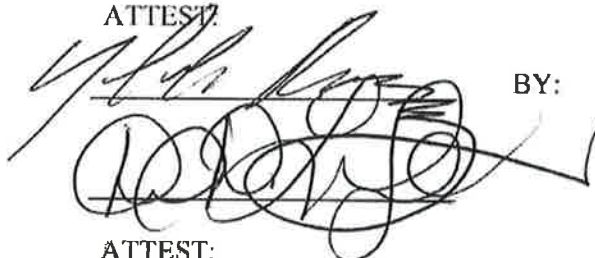
<https://norta.dbesystem.com>

Access to Books and Records

Contractor must grant the DBELO reasonable access to its books and records for the purpose of verifying Contractor's compliance with the RTA DBE Program requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals
in the presence of the undersigned competent witnesses.

ATTEST:




ATTEST:

MOHAMMED MUJEEB



BY:

REGIONAL TRANSIT AUTHORITY


FLOZELL DANIELS
CHAIRMAN OF THE BOARD
OF COMMISSIONERS

BY:

MARSE/AS FERNANDEZ



AUTHORIZED OFFICER OF
MSF GLOBAL SOLUTIONS

Usman Javaid
ID 85625

AUG 04 2020

State Wide Jurisdiction
Notary For Life



**Certification By Officer of
MSF GLOBAL SOLUTIONS, LLC**

Approved as to legal form and adequacy and as to the authorization of the signatory
hereto on behalf of MSF GLOBAL SOLUTIONS, LLC on the date herein above shown.

Dated this 4th day of August, 2020.



Signature

OWNER

Title

ACKNOWLEDGMENT

STATE OF LA
PARISH/COUNTY OF Jefferson

ON THIS 4th day of April, 2020 before me, Marseyas Fernandez appeared, to me personally known; who being by me duly sworn, did say that he is the Owner of MSF GLOBAL SOLUTIONS, LLC and that this Agreement was signed on behalf of said Corporation by authority of its Officer, Marseyas Fernandez by said appearer acknowledged said instrument to be the free act and deed of Marseyas Fernandez.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.



NOTARY PUBLIC IN AND FOR

PARISH (COUNTY), STATE

Usman Javald
ID 85625

AUG 04 2020

State Wide Jurisdiction
Notary For Life



ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS 4th day of August, 2020 before me, appeared Flozell Daniels, to me personally known, who being by me duly sworn, did say that he is the Chairman of the Board of Commissioners of the Regional Transit Authority (RTA), a political subdivision of the State of Louisiana, and that the attached Agreement was signed on behalf of the RTA by authority of its Board of Commissioners, and said appearer acknowledged said instrument to be the free act and deed of the RTA.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.



NOTARY PUBLIC IN AND FOR
ORLEANS PARISH, LOUISIANA

LA. BAR ROLL # 10596

EXHIBIT A
Request For Proposals (RFP) No. 2020-003, as amended

EXHIBIT B
Submittal by Contractor



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

504.827.8300

www.norta.com

RESOLUTION NO. 20-072

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO RATIFY AN AWARD FOR WEBSITE SERVICES TO
MSF GLOBAL SOLUTIONS OF NEW ORLEANS, LA**

Introduced by Commissioner Daniels,
seconded by Commissioner Wegner

WHEREAS, on March 24, 2020, the Board of Commissioners of the Regional Transit Authority (RTA) authorized staff to solicit and award a contract for Website Services to maintain the agency's online presence and perform updates/enhancements for the existing website; and

WHEREAS, staff issued Request for Proposals (RFP) 2020-003 for Website Services on May 21, 2020, inviting qualified vendors to provide Website Services to maintain the agency's online presence and perform updates/enhancements for the existing website; and

WHEREAS, five (5) proposals were received and deemed responsive to this Request for Proposals (RFP) as issued, meeting the requirements of the RTA, FTA, and all state and local guidelines; and

WHEREAS, the following vendor was evaluated based on the evaluation factors set forth in the RFP and MSF Global Solutions was selected as the successful proposer; and



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

504.827.8300

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RESOLUTION NO. 20-072
Page 2

WHEREAS, funding is available through 1760002.7150.16313 in the amount of \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to ratify the contract with MSF GLOBAL SOLUTIONS for website services to maintain the agency's online presence and perform updates/enhancements for the existing website in the amount set forth above.

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

YEAS:	<u>8</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>0</u>

AND THE RESOLUTION WAS ADOPTED ON THE 25th DAY OF AUGUST 2020.

FLOZELL DANIELS, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



CONTRACT TO PROVIDE WEBSITE SERVICES

Regional

Transit

Authority

BY AND BETWEEN

REGIONAL TRANSIT AUTHORITY

A Political Subdivision of the

State of Louisiana

2817 Canal St.

New Orleans, Louisiana 70119

AND

MSF GLOBAL SOLUTIONS, LLC

1712 Oretha Castle Haley Blvd, Ste. 302

New Orleans, LA 70130

2817 Canal Street,

New Orleans,

Louisiana

70119-6301

A. SCOPE OF WORK

As specified herein.

B. CONTRACT PRICE:

As specified herein.

C. PERIOD OF PERFORMANCE:

As specified herein.

Administration

504.827.8300

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EXHIBITS

EXHIBIT "A"	RTA Request For Proposals (RFP) #2020-003
EXHIBIT "B"	Submittal by Contractor dated, June 24, 2020

AGREEMENT
BY AND BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AND
MSF GLOBAL SOLUTIONS, LLC.

STATE OF LOUISIANA
PARISH OF ORLEANS

This AGREEMENT made and entered into this 4th day of August, 2020 by and between the REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "RTA"), a political subdivision of the State of Louisiana, herein represented by its Chairman of the Board of Commissioners, Flozell Daniels and MSF Global Solutions, LLC (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its Owner, Marseyas Fernandez authorized to do and doing business in the State of Louisiana.

WITNESSETH

WHEREAS, the RTA is a political subdivision of the State of Louisiana, charged with the responsibility of providing, maintaining and administering a transit system in the areas within its jurisdiction; and

WHEREAS, in accordance with state and federal laws and regulations, RTA issued Request For Proposals (RFP) No. 2020-003, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFP No. 2020-003, as amended,) to solicit a contractor to provide website services; and

WHEREAS, MSF Global Solutions, LLC, a Corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B", Contractor's Submittal dated, June 24, 2020, made a part hereof and attached hereto; and

WHEREAS, after evaluation of Contractor's offer, RTA determined that Contractor was responsible and had submitted the responsive offer,

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

I.
SUPERSEDING EFFECT

This Agreement supersedes all prior oral or written Agreements, if any, between the parties and constitutes the entire Agreement between the parties relative to the work to be performed under this Agreement. Any changes or modifications to this Agreement shall be accomplished solely by written amendment signed by both parties.

II.
SCOPE OF SERVICES

Contractor shall provide Website Services in accordance with the terms and conditions set forth in Exhibit "A" and Exhibit "B". Contractor agrees that all goods and services under this Agreement shall be delivered in a professional, timely manner and shall conform to or exceed in all respects the prevailing industry standards.

III.
COMPENSATION

The RTA will compensate Contractor for the goods and services to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit "A". The compensation due Contractor shall not exceed \$100,000.00 annually unless properly authorized.

IV.
TERM OF AGREEMENT

This Agreement shall be deemed effective on the date first above written and shall continue in effect for a period of up to three years or until the occurrence of one of the following events:

A. The certification by RTA or its agents that the requirements of this Agreement have been satisfactorily completed by Contractor, or;

B. The termination of this Agreement as provided in Article V, herein below. The duration of this agreement may be extended by mutual agreement of the parties.

V.
TERMINATION

Termination under this Agreement shall be in accordance with Exhibit "A", Article II, General Provisions, Paragraph 2.6, Termination; Section A – Termination for Convenience and Section B – Termination for Default of the Regional Transit Authority General Provisions.

VI.
INTEREST OF CONTRACTOR

Contractor covenants that it currently has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the delivery of the goods called for under this Agreement. RTA and Contractor further covenant that in the performance of this Agreement no persons having any such interest shall be employed.

VII.
IDENTIFICATION OF DOCUMENTS

Any document, memorandum or report prepared under this Agreement for publication and not merely for internal use shall contain the following or a similar stipulation deemed acceptable to the RTA:

- A. The preparation of this document has been financed in part through a grant from the United States Department of Transportation under the provisions of the Urban Mass Transportation Act of 1964, as amended.
- B. The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of RTA or the United States Department of Transportation, Federal Transit Administration.

VIII. OWNERSHIP OF DOCUMENTS

All documents, reports or data generated by or provided to Contractor under this Agreement shall be the sole property of RTA for a period of up to three years after acceptance of the goods. Contractor shall not use any such documents, reports or data for any purpose other than to perform services pursuant to this Agreement.

IX. MEDIA COVERAGE

The Contractor shall be prohibited from participating in or directing any third party media coverage, in any form, of this project without first submitting a written request to RTA's Procurement representative noted in Article XI of this contract and receiving written approval from the same in advance of any such coverage.

X. APPLICABLE LAW

This Agreement shall be entered into the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana.

XI.

NOTICES

Any notice required or permitted under the Agreement shall be either hand delivered to the party to whom the notice is directed or sent to same by certified mail, return receipt requested, and addressed as follows:

A. REGIONAL TRANSIT AUTHORITY
2817 Canal St.
New Orleans, Louisiana 70119

ATTN:
Mark Major
Chief Financial Officer

XII. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference:

EXHIBIT "A" RTA Request For Proposals (RFP 2020-003), as amended.

EXHIBIT "B" Submittal by Contractor dated, June 24, 2020.

XIII. ORDER OF PRECEDENCE

The following order of precedence shall govern in the event of a conflict between documents of this contract.

Articles I through XV hereof.

Exhibit "A", RTA RFP No. 2020-003.

Exhibit "B" Contractor's submittal in response to RTA's RFP No. 2020-003, dated June 24, 2020.

XIV. INSURANCE

To protect RTA against liability in connection with, or resulting from the carrying out of this contract, Contractor shall provide, before the work is commenced hereunder, and shall at all time during the life of the contract carry at the expense of the Contractor, with a reliable insurance company, and approved to do business in the State of Louisiana,

all insurance required by local, state or federal laws should there be any such requirement(s). Any subcontractor employed by the Contractor shall be governed by the same insurance requirements as stated herein. The Contractor shall deliver to RTA a Certificate of Insurance.

During the term of this Agreement the Contractor shall obtain and maintain the following types and amounts of insurance. The Contractor shall furnish to RTA Certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- Worker's Compensation Insurance as required by applicable Louisiana Law.
- Vehicle Liability Insurance in the amount of \$1,000,000.00.
- General Liability Insurance in the amount of \$1,000,000.00.

XV. DBE COMPLIANCE

It is the policy of the RTA to ensure access to the economic opportunity the agency offers in a manner that is fair and equitable and that affords participation to all citizens regardless of race, gender, ethnicity, age, religious background, sexual orientation and disability. Accordingly, the RTA's DBE Program is designed to increase small and disadvantaged business participation in RTA contracts and procurements. The growth and development of small and disadvantaged businesses is important to the New Orleans regional economy.

The RTA works to support that growth and development, in part, by providing business opportunities under its DBE Program Legal Authority.

The RTA is a recipient of federal transit funds from the U.S. Department of Transportation Federal Transit Administration (FTA). As a condition of receiving this federal funding, RTA is legally required to establish and maintain a DBE program in

compliance with Title 49 of the U.S. Code of Federal Regulation, Part 26 (49 CFR Part 26).

Contractor Assurance

The contractor, subcontractor or sub-recipient (hereinafter contractor) shall not discriminate on the basis of race, color, national origin, sexual orientation, age or disability in the performance of this contract. Additionally, the Contractor must comply with all requirements of the RTA DBE Program as authorized by the Code of Federal Regulations 49 CFR Part 26. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which shall result in such remedy as the RTA, deems appropriate and may include the termination of this Agreement.

DBE Participation

Contractor shall count only the value of the work actually performed by its DBE subcontractor toward attainment of the DBE goal. Contractor shall also ensure that any work that its DBE subcontractor has subcontracted to a non-DBE firm does not count toward attainment of the DBE goal. Finally, Contractor shall ensure that any fees or expenses paid to its DBE subcontractor are only counted toward attainment of the DBE goal if the DBE subcontractor is performing a commercially useful function under this Agreement.

Prompt Payment of Subcontractors

Contractor shall pay each subcontractor under this Agreement, especially DBE firms, no later than five (5) business days from the receipt of each payment Contractor receives from the RTA. Contractor further agrees to return retainage payments to each subcontractor, within five (5) business days after the subcontractor's work is satisfactorily completed and accepted by the RTA, and all delays under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the RTA.

DBE Contract Termination

Contractor shall not terminate for convenience the contract of its DBE subcontractor and subsequently perform the work of the terminated DBE subcontractor with its own forces or those of an affiliate, without prior written consent from the RTA. In addition, if a DBE subcontractor is justifiably terminated, or fails to complete its work for any reason, Contractor must make good faith efforts (also referred to as best efforts) to find another certified DBE firm to substitute for the original DBE subcontractor. The good faith efforts must be directed towards finding a substitute DBE subcontractor to perform at least the amount of work needed to meet the DBE goal.

Monthly Reporting

Contractor must complete and submit to the DBE Liaison Officer for the RTA (DBELO) monthly and quarterly reports of DBE firm participation under this Agreement. Failure to report DBE activity is a material breach of this agreement that shall result in such remedy as the RTA deems appropriate and may include withholding payment of invoices until such time as the monthly reports are received or penalties of \$100 per day. All RTA contract awarded, vendors are required to register contract information including their subcontractor information into the B2GNOW database.

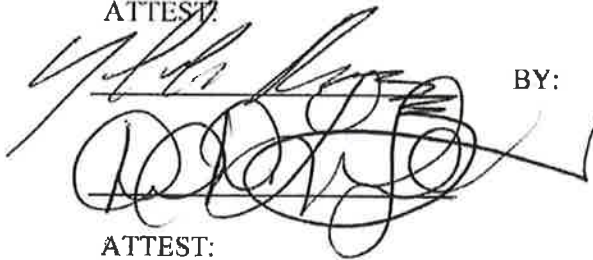
<https://norta.dbesystem.com>

Access to Books and Records

Contractor must grant the DBELO reasonable access to its books and records for the purpose of verifying Contractor's compliance with the RTA DBE Program requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals
in the presence of the undersigned competent witnesses.

ATTEST:




ATTEST:

MOHAMMED MUJEEB



BY:

REGIONAL TRANSIT AUTHORITY


FLOZELL DANIELS
CHAIRMAN OF THE BOARD
OF COMMISSIONERS

BY:

MARSE/AS FERNANDEZ



AUTHORIZED OFFICER OF
MSF GLOBAL SOLUTIONS

Usman Javaid
ID 85625

AUG 04 2020

State Wide Jurisdiction
Notary For Life



**Certification By Officer of
MSF GLOBAL SOLUTIONS, LLC**

Approved as to legal form and adequacy and as to the authorization of the signatory
hereto on behalf of MSF GLOBAL SOLUTIONS, LLC on the date herein above shown.

Dated this 4th day of August, 2020.



Signature

OWNER

Title

ACKNOWLEDGMENT

STATE OF LA
PARISH/COUNTY OF Jefferson

ON THIS 4th day of August, 2020 before me, Marseyas Fernandez appeared, to me personally known; who being by me duly sworn, did say that he is the Owner of MSF GLOBAL SOLUTIONS, LLC and that this Agreement was signed on behalf of said Corporation by authority of its Officer, Marseyas Fernandez by said appearer acknowledged said instrument to be the free act and deed of Marseyas Fernandez.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.



NOTARY PUBLIC IN AND FOR

PARISH (COUNTY) STATE
Osman Javald
ID 85625

AUG 04 2020

State Wide Jurisdiction
Notary For Life



ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS 4th day of August, 2020 before me, appeared Flozell Daniels, to me personally known, who being by me duly sworn, did say that he is the Chairman of the Board of Commissioners of the Regional Transit Authority (RTA), a political subdivision of the State of Louisiana, and that the attached Agreement was signed on behalf of the RTA by authority of its Board of Commissioners, and said appearer acknowledged said instrument to be the free act and deed of the RTA.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.



NOTARY PUBLIC IN AND FOR
ORLEANS PARISH, LOUISIANA

LA. BAR ROLL # 10596

EXHIBIT A
Request For Proposals (RFP) No. 2020-003, as amended

EXHIBIT B
Submittal by Contractor



RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**TO RATIFY RESOLUTION NO. 20-072 AN AWARD FOR WEBSITE SERVICES TO MSF
GLOBAL SOLUTIONS ON NEW ORLEANS, LA**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, Resolution No. 20-072 was approved on March 24, 2020 for agency Website Services. This amendment to the resolution corrects a clerical error by adding years two and three of the three-year agreement as originally intended. This resolution will supersede the previous resolution awarded for website services to MSF Global Solutions of New Orleans, LA.

WHEREAS, on March 24, 2020, the Board of Commissioners of the Regional Transit Authority (RTA) authorized staff to solicit and award a contract for Website Services to maintain the agency's online presence and perform updates/enhancements for the existing website; and this

WHEREAS, staff issued Request for Proposal (RFP) 2020-003 for Website Services on May 21, 2020, inviting qualified vendors to provide Website Services to maintain the agency's online presence and perform updates/enhancements for the existing website; and

WHEREAS, five (5) proposals were received and deemed responsive to this Request for Proposals (RFP) as issued, meeting the requirements of the RTA, FTA, and all state and local guidelines; and

WHEREAS, the following vendor was evaluated based on the evaluation factors set forth in the RFP and MSF Global Solutions was selected as the successful proposer; and



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

504.827.8300

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RESOLUTION NO. _____

Page 2

WHEREAS, funding is available through 176000.7150.16313 in the amount of \$100,000.00 per year for this three year agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, authorized to ratify the contract with MSF GLOBAL SOLUTIONS for website services to maintain the agency's online presence and perform updates/enhancements for the existing website in the amount set forth above.

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 _____ DAY OF _____, 2022.

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 22-145

Finance Committee

Cooperative Endeavor Agreement (CEA) between the Port of New Orleans (PONO) and Regional Transit Authority

DESCRIPTION: Requesting to Amend CEA with Port of New Orleans Requesting to Amend CEA with Port of New Cooperative Endeavor Agreement (CEA) between the Port of New Orleans (PONO) and Regional Transit Authority	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Approval and ratification of amendment two (2) of the CEA between the Port of New Orleans and the RTA and authorization of payment for lease fees.

ISSUE/BACKGROUND:

The Port of New Orleans and the Regional Transit Authority has a CEA that allows the RTA to utilize a portion of the Port's Canal Street Warf to construct and operate a temporary ferry landing. The temporary facility is required to allow continuous ferry operations during construction of the new Canal Street Ferry Terminal. Amendment two is needed due to delays in the construction schedule.

DISCUSSION:

The RTA has previously executed an agreement with the Port of New Orleans. To accommodate PONO approval deadlines, the RTA CEO signed a date extension amendment to that CEA, extending the duration from August 31, 2022, until June 30, 2023. The amended fee will cover ten (10) months of lease fees, there is a potential that only six months will be needed. The rates for the monthly fee were established in the original CEA.

FINANCIAL IMPACT:

The cost of the 10-month lease will be \$137,914.10. The project is developing a strategy to reduce the duration to 6-month and a potential cost of \$82,749. This amendment will be charged to account number 1FERRY.1047.

NEXT STEPS:

Upon Board approval, staff will amend the PO to Port of New Orleans.

ATTACHMENTS:

1. Resolution

- 2. CEA
- 3. Change Order

Prepared By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy CEO of Infrastructure, Planning and Information Technology

Reviewed By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy CEO of Infrastructure, Planning and Information Technology

Reviewed By: Mark Major
Title: Deputy CEO Administration & Finance



Alex Wiggins
Chief Executive Officer

10/3/2022

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

**AUTHORIZATION REQUEST TO AMEND A COOPERATIVE ENDEAVOR AGREEMENT
WITH THE PORT OF NEW ORLEANS**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the Port of New Orleans (PONO) and the Regional Transit Authority (RTA) has agreed to enter into a Cooperative Endeavor Agreement (CEA) which will allow RTA to utilize a portion of the Port's Canal Street Wharf to construct and operate a temporary ferry landing; and

WHEREAS, the temporary facility is required to allow continuous ferry operations during construction of the new Canal Street Ferry Terminal; and

WHEREAS, the RTA has previously executed an agreement with the Port of New Orleans. However, this agreement has expired and needs to be re-executed; and

WHEREAS, due to reconfiguring the project, the new terminal is expected to take two years to construct. This amendment will cover an additional ten (10) months' worth of leasing fees; and

WHEREAS, the total Not-to-Exceed Cost for the ten (10) months of the agreement, shall not exceed \$137,914.10. This will be funded through account number 1FERRY.1047; and



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

504.827.8300

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RESOLUTION NO. _____

Page 2

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 amend a Cooperative Endeavor Agreement with the Port 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 25th DAY OF OCTOBER, 2022.

**MARK RAYMOND, JR
CHAIRMAN
BOARD OF COMMISSIONERS**

**SECOND AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
AND
REGIONAL TRANSIT AUTHORITY
IN CONNECTION WITH THE
CANAL STREET FERRY TERMINAL AND WHARF**

THIS SECOND AMENDMENT (hereafter “Second Amendment”) is made and entered into, on the dates written below, by and between the Board of Commissioners of the Port of New Orleans (“Board”), an independent political subdivision of the State of Louisiana, represented herein by Brandy D. Christian, its President and Chief Executive Officer, duly authorized, and Regional Transit Authority Board of Commissioners (“RTA or Charterer”), represented herein by Alex Z. Wiggins, Chief Executive Officer, duly authorized.

WITNESSES:

WHEREAS, Board and RTA executed a Cooperative Endeavor Agreement (“Agreement”) on June 19, 2018 in connection with the RTA’s plan to redevelop, maintain, and improve the Canal Street Ferry Terminal (the “Project”). The Agreement was effective on September 1, 2018 and contained a two (2)-year “Temporary Use Initial Term” that expired on August 31, 2020.

WHEREAS, following the execution of the Agreement, the RTA made significant changes to the Project; namely, the footprint of the new Canal Street Ferry Terminal is smaller, will result in the creation of only an additional 3,000 square foot Terminal Building and Pedestrian Bridge and 12,000 square foot of new wharf (as opposed to the 10,000 square footage originally contemplated), including a stairwell and ramp, connecting Canal Street and Bienville Street wharves, and will not require the removal or replacement of any fire suppression equipment;

WHEREAS, effective September 1, 2020, the parties executed a first amendment to the Agreement (“First Amendment”) to, inter alia, address these changes to the Project, which included extending the Temporary Use Initial Term until August 31, 2022 (“Construction Deadline”);

WHEREAS, due to various delays, the Project will not be complete by the Construction Deadline and RTA has requested and the Board has agreed to extend the Temporary Use Initial Term to June 30, 2023 to accommodate the current Project schedule, attached hereto as Exhibit “A”;

WHEREAS, the Parties desire to amend the Agreement for a second time to extend the Temporary Use Initial Term and clarify previous amendments;

NOW, THEREFORE, in consideration of the mutual covenants made herein, the parties hereby amend the Agreement as follows:

I.
EFFECTIVE DATE

This Second Amendment shall be effective as of August 30, 2022.

II.
SECTION 2.1

Section 2.1(a) of the Agreement, as amended by the First Amendment, shall be deleted in its entirety and replaced with the following:

2.1 Term. (a) With respect to the temporary use in connection with construction of the Canal Street Ferry Terminal, the term of the Agreement shall commence from the Effective Date of the First Amendment and shall expire on June 30, 2023 (the “Temporary Use Initial Term”).

III.
ARTICLE XIII

Article XIII of the Agreement shall be deleted in its entirety and replaced with the following:

ARTICLE XIII
CLAIMS FOR LIENS

RTA shall hold the Board harmless from any and all claims and/or liens for labor, services, and/or materials furnished to the RTA in connection with the construction, operation or maintenance of the Temporary Public Ferry Terminal Facility and the permanent terminal facility or otherwise in connection with the performance of its obligations under this agreement.

IV.
ARTICLE XIV

Article XIV of the Agreement, as amended by the First Agreement, shall be deleted in its entirety and replaced with the following:

ARTICLE XIV
COMPLIANCE WITH LAWS

The RTA shall comply, and ensure that all of its employees, contractors, vendors, representatives and agents comply, with all applicable federal, state, and local laws, regulations, rules and ordinances.

V.
MISCELLANEOUS

- a. All captions contained in this Second Amendment are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Second Amendment or any provision hereof. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.
- b. This Second Amendment shall be binding upon and insure to the benefit of the parties, their respective heirs, successors and permitted assigns.
- c. Except as modified by this Second Amendment, the remaining terms, covenants, provisions and conditions of the Agreement, as amended by the First Amendment, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and those of the Agreement or the First Amendment, the provisions of this Second Amendment shall prevail.
- d. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. For purposes of this Section, facsimile and PDF signature are acceptable; however, the original signature pages shall be substituted as soon as practical.

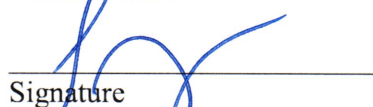
[SIGNATURES ON NEXT PAGE]
The rest of this page was intentionally left blank.

THUS, DONE AND SIGNED, in the Parish of Orleans, State of Louisiana, on this 6th day of ~~August~~ Sept., 2022, in the presence of the undersigned competent witnesses.

WITNESSES:

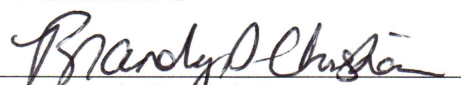

Signature

MONIQUE SINGLEY
Printed Name

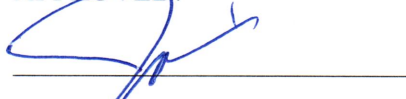

Signature

Ivan Datfield
Printed Name

**BOARD OF COMMISSIONERS OF THE PORT OF
NEW ORLEANS**

by: 
Brandy D. Christian
Chief Executive Officer


APPROVED:



Attorney for Board

THUS, DONE AND SIGNED, in the Parish of Orleans, State of Louisiana, on this ____ day of August, 2022, in the presence of the undersigned competent witnesses.

WITNESSES:


Signature

DONNA D. BOWMAN
Printed Name


Signature

Dina D. Lavigne
Printed Name

**BOARD OF COMMISSIONERS OF THE REGIONAL
TRANSIT AUTHORITY**


by: 
Alex Z. Wiggins
Chief Executive Officer

Exhibit A

Revised Project Schedule for Remaining Items

Removal of the Pilings:

1. First Strategy (if Woodward accepts the work)
 1. Agreement on pricing and approval by RTA Board: October 25, 2022
 2. Contractor start work after substantial completion December 31, 2022-January 9, 2023
 3. Work complete by the end of February 2023
2. Second Strategy (if Woodward refuses the work)
 1. RTA/Consultant prepares Scope: August/September 2022
 2. RTA procures/obtains Board approval: October/January 2023
 3. NTP issued: February 2023
 4. Contractor Completes work: March 2023



Regional Transit Authority

Change Order Routing Sheet

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

A. Department Representative to participate in procurement process:

<u>Darrell Lafrance</u>	<u>Infrastructure Project Manager</u>	<u>8310</u>
Name	Title	Ext.

B. Contract No.: #2014-009_____

Contract Title and PO No: Canal Street Ferry Terminal Project – Port of New Orleans _____ PO- #912458

C. Contract History:

Original Award Value	\$ _____ 120,662.00
Previously Executed Change Orders Value	\$ _____ 265,497.00
Adjusted Contract Value (Prior to Requested Change Order)	\$ _____ 386,159.00
Current Change Order Value	\$ _____ 137,914.10
Revised Contract Value (w/current change order)	\$ _____ 524,073.10

D. Justification of Change Order: Amendment #2 Adjusted Port Leasing Fees

The Port of New Orleans (PONO) and the Regional Transit Authority (RTA) have agreed to enter into a Cooperative Endeavor Agreement (CEA) which will allow RTA to utilize a portion of the Port's Canal Street Wharf to construct and operate a temporary ferry landing. The temporary facility is required to allow continuous ferry operations during construction of the new Canal Street Ferry Terminal. The RTA has previously executed an agreement with the Port of New Orleans. To accommodate PONO approval deadlines, the RTA CEO signed a date extension CEA, extending the duration from August 31, 2022, until June 30, 2023. The amended fee will cover ten (10) months of lease fees, there is a potential that only six months will be needed.

E. Type of Change Requested: Administrative Supplemental Termination

F. Responsibility Determination: Price determined fair and reasonable based on

G. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE Commitment percentage applies to the Total Contract Value after all amendments and change orders.):

_____ % DBE _____ % SLDBE _____ % Small Business

Additional Information _____

DBE/EEO Compliance Manager

Date



H. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?	Yes	No
Are there any amendments pending?	Yes	No

If Yes, please attach the amendment to this Routing Sheet and explain.

Director of Grants/ Federal Compliance

Date

I. Funding Source: Federal State Local Other: _____

Funds are specifically allocated in the Department's current fiscal year budget or in a grant to cover this expenditure as follows:

Total Funding Available	\$ _____
Previous Cost	\$ 524,073.10
Revised Projected Cost	\$ 386,159.00
FTA Grant No.(s)	_____
Line Item(s)	_____
Operations/Department Code	_____
Budget Code(s)	LA900433
Other	_____

Budget Analyst

Date

J. _____

Safety

Date

K. Authorizations:

Department Head

Date

Division Manager

Date

Director of Procurement

Date

Chief Financial Officer

Date

Chief Executive Officer

Date



Board Report and Staff Summary

File #: 22-147

Finance Committee

Canal Street Ferry Terminal Project: Amendment Request to Infinity Contract

DESCRIPTION: Requesting Board Authorization to Amend Infinity Contract for Additional Design Services	AGENDA NO: Click or tap here to enter text.
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 amend Infinity's contract for additional services for \$205,820.00 for the redesign of landscape and hardscape to accommodate Audubon Institute's design of Tricentennial Park.

ISSUE/BACKGROUND:

This change order is in response to the CEA between Audubon Institute and the RTA, where the Audubon Nature Institute (ANI) has agreed to pay for all expenses related to redesigning and constructing a seamless Riverfront area between the terminal building and the landing dock, that connects the Audubon Aquarium to Spanish Plaza.

DISCUSSION:

Infinity and its landscape architecture sub-consultants are working with RTA, ANI, Royal, and the Contractor to revise the designs of the hardscape and landscape to align with the scheme of the Tricentennial Park project.

FINANCIAL IMPACT:

The price is based on time and materials with a Not to Exceed \$205,820.00. The RTA will submit invoices to ANI once received and ANI will pay the cost of the invoice to the agency. This will be a zero-dollar impact on the agency. For tracking purposes, this amendment will be charged to account number 1FERRY.1047.

NEXT STEPS:

Upon Board approval, staff will amend Infinity's contract with the Canal Street Ferry Terminal Project.

ATTACHMENTS:

1. Resolution
2. Change Order
3. Landscaping Plan

Prepared By: Darrell LaFrance, dlafrance@rtaforward.org
Title: Project Manager, III

Reviewed By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy CEO of Infrastructure, Planning and Information Technology

Reviewed By: Gizelle Johnson-Banks
Title: Chief Financial Officer



Alex Wiggins
Chief Executive Officer

10/3/2022

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 AUTHORIZATION TO AMEND INFINITY'S CONTRACT TO INCLUDE
ADDITIONAL DESIGN SERVICES FOR TRICENTENNIAL PARK**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, this change order is in response to the CEA between Audubon Institute and the RTA, where the Audubon Nature Institute (ANI) has agreed to pay for all expenses related to redesigning and constructing a seamless Riverfront area between the terminal building and the landing dock, that connects the Audubon Aquarium to Spanish Plaza; and

WHEREAS, Infinity and its Landscape Architecture and Architecture subconsultants is working with RTA, ANI, Royal, and the Contractor to revise the designs of the hardscape and landscape to align with the scheme of the Tricentennial Park project; and

WHEREAS, the price is based on time and materials with a Not to Exceed \$205,820.00. The RTA will submit invoices to ANI once received and ANI will pay the cost of the invoice to the agency. This will be scope will be a zero-dollar impact to the agency. For tracking purposes this amendment will be charged to account number 1FERRY.1047; 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, authorization to amend Infinity's contract to include Tricentennial Park additional design services.



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

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RESOLUTION NO. _____

Page 2

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 25th DAY OF OCTOBER 2022.

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



Regional Transit Authority

Change Order Routing Sheet

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

A. Department Representative to participate in the procurement process:

<u>Darrell LaFrance</u>	<u>Infrastructure Project Manager</u>	<u>8310</u>
Name	Title	Ext.

B. Contract No.: #2014-009_____

Contract Title and PO No: Canal Street Ferry Terminal Project Infinity Engineering_____ PO-911980

C. Contract History:

Original Award Value	\$	<u>447,000.00</u>
Previously Executed Change Orders Value	\$	<u>2,739,812.53</u>
Adjusted Contract Value (Prior to Requested Change Order)	\$	<u>3,186,812.53</u>
Current Change Order Value	\$	<u>205,820.00</u>
Revised Contract Value (w/current change order)	\$	<u>3,770,172.60</u>

D. Justification of Change Order: Additional Services Redesign Landscape and Hardscape Tricentennial Park

The change order is in response to the CEA between Audubon Nature Institute and the RTA, where the Audubon Nature Institute (ANI) has agreed to pay for all expenses related to redesigning and constructing a seamless Riverfront area between the Terminal Building and the landing dock, that connects the Audubon Aquarium to Spanish Plaza. Infinity and its Landscape Architecture and sub-consultants is working with RTA, ANI, Royal, and Contractor to revise the designs of the hardscape and landscape to align with the scheme of the Tricentennial Park project.

E. Type of Change Requested: Administrative Supplemental Termination

F. Responsibility Determination: Price determined fair and reasonable based on

G. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE Commitment percentage applies to the Total Contract Value after all amendments and change orders.):

_____ % DBE _____ % SLDBE _____ % Small Business

Additional Information_____

DBE/EEO Compliance Manager

Date



H. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant? Yes No

Are there any amendments pending? Yes No

If Yes, please attach the amendment to this Routing Sheet and explain.

Director of Grants/ Federal Compliance

Date

I. Funding Source: Federal State Local Other: _____

Funds are specifically allocated in the Department's current fiscal year budget or in a grant to cover this expenditure as follows:

Total Funding Available	\$ _____
Previous Cost	\$ 3,564,352.60
Revised Projected Cost	\$ 3,770,172.60
FTA Grant No.(s)	1.Ferry.1047
Line Item(s)	_____
Operations/Department Code	_____
Budget Code(s)	_____
Other	_____

Budget Analyst

Date

J. _____

Safety

Date

K. Authorizations:

Department Head

Date

Division Manager

Date

Director of Procurement

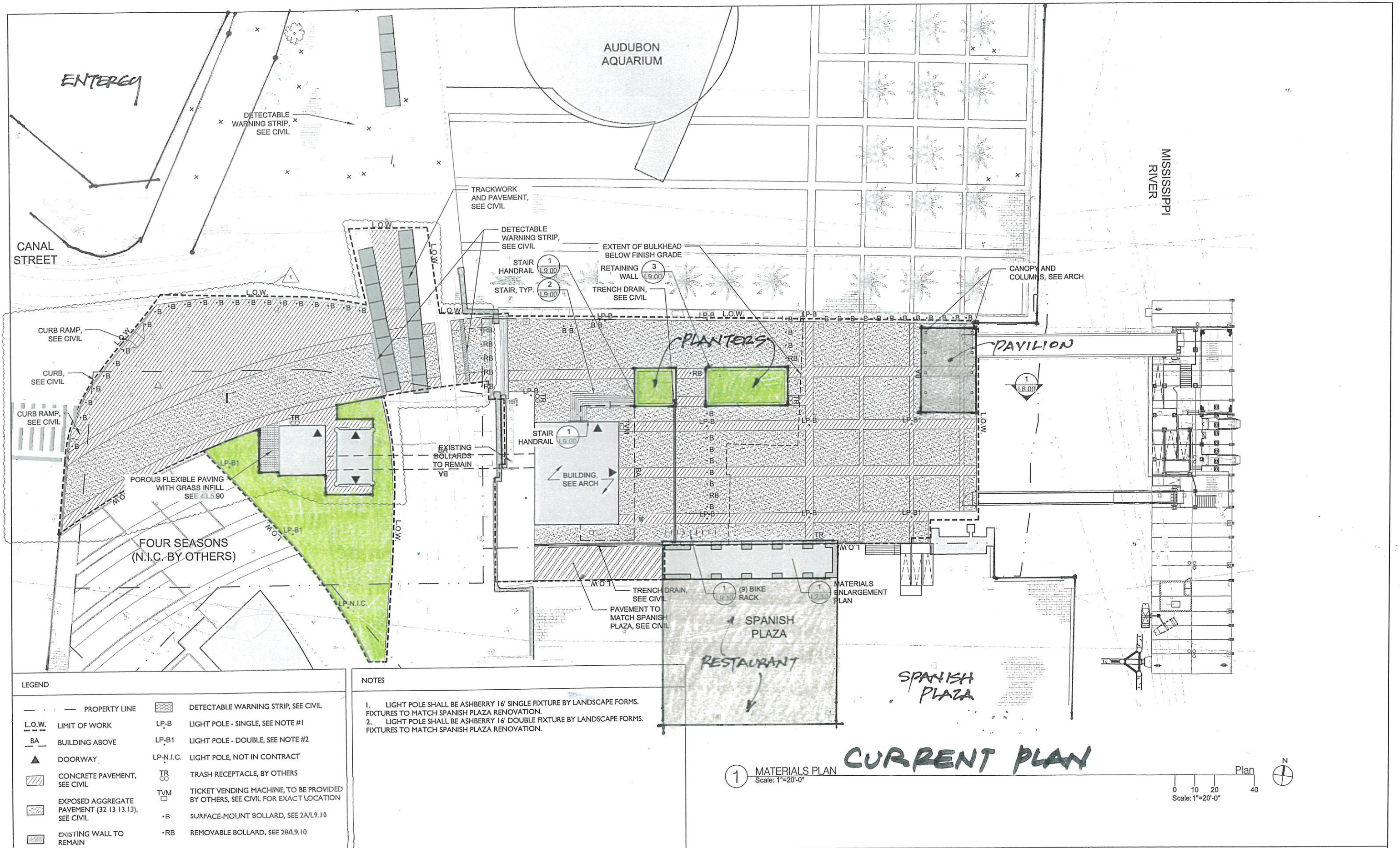
Date

Chief Financial Officer

Date

Chief Executive Officer

Date



LEGEND			
— — —	PROPERTY LINE		DETECTABLE WARNING STRIP, SEE CIVIL
L.O.W.	LIMIT OF WORK	LP-B	LIGHT POLE - SINGLE, SEE NOTE #1
BA	BUILDING ABOVE	LP-B1	LIGHT POLE - DOUBLE, SEE NOTE #2
▲	DOORWAY	LP-N.I.C.	LIGHT POLE, NOT IN CONTRACT
	CONCRETE PAVEMENT, SEE CIVIL	TR	TRASH RECEPTACLE, BY OTHERS
	EXPOSED AGGREGATE PAVEMENT (32 13 13.13), SEE CIVIL	TVM	TICKET VENDING MACHINE, TO BE PROVIDED BY OTHERS, SEE CIVIL FOR EXACT LOCATION
	EXISTING WALL TO REMAIN	•B	SURFACE-MOUNT BOLLARD, SEE 2A/L9.10
		•RB	REMOVABLE BOLLARD, SEE 2B/L9.10

- NOTES
1. LIGHT POLE SHALL BE ASHBERRY 16' SINGLE FIXTURE BY LANDSCAPE FORMS. FIXTURES TO MATCH SPANISH PLAZA RENOVATION.
 2. LIGHT POLE SHALL BE ASHBERRY 16' DOUBLE FIXTURE BY LANDSCAPE FORMS. FIXTURES TO MATCH SPANISH PLAZA RENOVATION.

REV	DATE	DESCRIPTION	BY	APP	REV	DATE	DESCRIPTION	BY	APP
0	03/25/2020	ISSUED FOR CONSTRUCTION	SMM	SMM					
1	03/28/2021	MATERIAL HATCH UPDATES PER LAYOUT CHANGE	SMM	SMM					



REGIONAL TRANSIT AUTHORITY

spackman mossop michaelson

1824 SOPHIE WRIGHT PL
NEW ORLEANS, LA 70130
504-218-8991

RTA

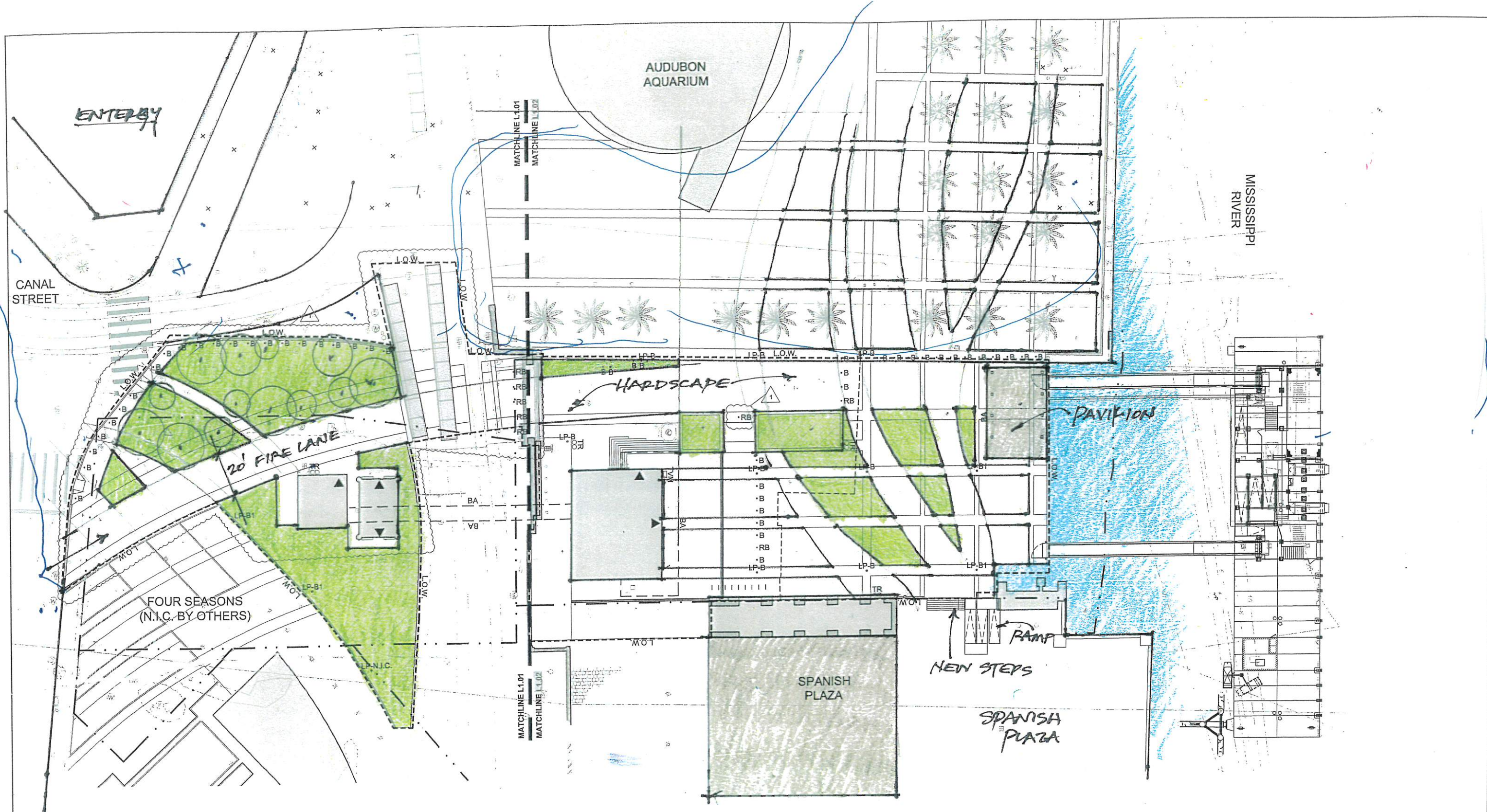
SCALE	NOTED
PROJECT NO.	18-076
RELEASE DATE	11/11/20
DRAWN BY	SMM
DRAWING CHECK	SMM
APPROVED	

CANAL STREET FERRY TERMINAL (CMAR)

MATERIALS PLAN

DRAWING NO. L2.00

REV. 1



LEGEND

---	PROPERTY LINE	Align	ALIGN
L.O.W.	LIMIT OF WORK	Parallel	ALIGN TO PARALLEL
BA	BUILDING ABOVE	C	ALIGN TO CENTER
▲	DOORWAY		

1 LAYOUT PLAN
Scale: 1"=20'-0"

PROPOSED PLAN.

0 10 20 40
Scale: 1"=20'-0"

Plan

N

REV	DATE	DESCRIPTION	BY	APP	REV	DATE	DESCRIPTION	BY	APP
0	03/25/2020	ISSUED FOR CONSTRUCTION	SMM	SMM					
1	03/28/2021	OVERALL LAYOUT UPDATES	SMM	SMM					

DESCRIPTION	BY	APP

		REGIONAL TRANSIT AUTHORITY		SCALE NOTED PROJECT NO. 18-076 RELEASE DATE 11/11/20 DRAWN BY SMM DRAWING CHECK SMM APPROVED	
spackman mossop michaels 1824 SOPHIE WRIGHT PL NEW ORLEANS, LA 70130 504-218-8991				CANAL STREET FERRY TERMINAL (CMAR) LAYOUT PLAN L1.00	

77



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 22-148

Finance Committee

Canal Street Ferry Terminal Project: Amendment Request to Woodward-APC's Contract

DESCRIPTION: Requesting Board Authorization to Amend Woodward-APC's contract to include changes required as a result of CEA with Audubon Institute	AGENDA NO: Click or tap here to enter text.
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 amend Woodward-APC's contract for a not-to-exceed amount of \$1,000,000.00 for additional landscape and hardscape to accommodate Audubon Institute's design of Tricentennial Park.

ISSUE/BACKGROUND:

This change order is in response to the CEA between Audubon Nature Institute and the RTA, where the Audubon Nature Institute (ANI) has agreed to pay for all expenses related to redesigning and constructing a seamless Riverfront area between the terminal building and the landing dock, that connects the Audubon Aquarium to Spanish Plaza.

DISCUSSION:

Woodward-APC will provide additional construction services for the Canal Street Ferry Terminal Project as requested by the ANI to provide additional green space and various other aesthetic changes. The construction includes the wet and dry side of the redesign which ANI requested, and approved Woodward will continue to coordinate closely with RTA to ensure no delay in the construction schedule associated with these design changes.

FINANCIAL IMPACT:

Woodward-APC will invoice monthly with a detailed Time & Material breakdown per the hourly rates not to exceed \$1,000,000. The RTA will submit invoices to ANI once received and ANI will pay the cost of the invoice to the agency. This will be a zero-dollar impact to the agency. For tracking purposes, this amendment will be charged to account number 1FERRY.1047.

NEXT STEPS:

Upon Board approval, staff will amend Woodward-APC's contract to include the Tricentennial Park Redesign.

ATTACHMENTS:

1. Resolution

2. Change Order

Prepared By: Darrell LaFrance, dlafrance@rtaforward.org
Title: Project Manager, III

Reviewed By: Lona Edwards-Hankins dhankins@rtaforward.org
Title: Deputy CEO of Infrastructure, Planning and Information Technology

Reviewed By: Gizelle Johnson Banks
Title: Chief Financial Officer



Alex Wiggins
Chief Executive Officer

10/3/2022

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 AUTHORIZATION TO AMEND WOODWARD-APC'S CONTRACT TO
INCLUDE ADDITIONAL CONSTRUCTION SERVICES TO TRICENTENNIAL PARK**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, this change order is in response to the CEA between Audubon Institute and the RTA, where the Audubon Institute (ANI) has agreed to pay for all expense related to redesigning and constructing a seamless Riverfront area between the terminal building and the landing dock, that connects the Audubon Aquarium to Spanish Plaza; and

WHEREAS, Woodward-APC will provide additional Construction Services for the Canal Street Ferry Terminal Project for the additional changes to the scope of work requested by the ANI to provide additional green space and various other aesthetic changes; and

WHEREAS, the construction includes the wet and dry side of the redesign which ANI requested, and approved Woodward will continue to coordinate closely with RTA to ensure no delay in the construction schedule associated with these design changes; and

WHEREAS, Woodward-APC will invoice monthly with detailed Time & Material breakdown per the hourly rates not to exceed \$1,000,000. The RTA will submit invoices to ANI once received and ANI will pay the cost of the invoice to the agency. This will be scope will be a zero-dollar impact to the agency. For tracking purposes this amendment will be charged to account number 1FERRY.1047; and



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

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RESOLUTION NO. _____

Page 2

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, authorization to amend Woodward-APC's contract to include additional construction services to Tricentennial Park.

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 25th DAY OF OCTOBER, 2022.

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



Regional Transit Authority

Change Order Routing Sheet

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

A. Department Representative to participate in procurement process:

<u>Darrell LaFrance</u>	<u>Project Manager</u>	<u>8310</u>
Name	Title	Ext.

B. Contract No.: RFQ #2019-006 Change Order #` Additional Services at Tricentennial Park

Contract Title and PO No: Canal Street Ferry Terminal Project – Po No 912770

C. Contract History:

Original Award Value	\$ <u>22,928,685.00</u>
Previously Executed Change Orders Value	\$ <u>3,186,247.78</u>
Adjusted Contract Value (Prior to Requested Change Order)	\$ <u>26,114,932.78</u>
Current Change Order Value	\$ <u>1,000,000.00</u>
Revised Contract Value (w/current change order)	\$ <u>26,909,657.41</u>

D. Justification of Change Order: Additional Services at Tricentennial Park

This change order is in response to the CEA between Audubon Institute and the RTA, where the Audubon Nature Institute (ANI) has agreed to pay for all expense related to redesigning and constructing a seamless Riverfront area between the terminal building and the landing dock, that connects the Audubon Aquarium to Spanish Plaza. Woodward-APC will provide additional construction services for the Canal Street Ferry Terminal Project for the additional changes to the scope of work requested by the ANI to provide additional green space and various other aesthetic changes. The construction includes the wet and dry side of the redesign which ANI requested, and approved Woodward-APC will continue to coordinate closely with RTA to ensure no delay in the construction schedule associated with these design changes. Woodward-APC will invoice monthly with detailed Time & Material breakdown per the hourly rates Not to Exceed \$1,000,000.00 The RTA will submit invoices to ANI once received and ANI will pay the cost of the invoice to the agency (RTA) which will be a zero-dollar impact.

E. Type of Change Requested: Administrative Supplemental Termination

F. Responsibility Determination: Price determined fair and reasonable based on

G. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE Commitment percentage applies to the Total Contract Value after all amendments and change orders.):

 % DBE % SLDBE % Small Business



Additional Information _____

DBE/EEO Compliance Manager

Date

H. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant? Yes No

Are there any amendments pending? Yes No

If Yes, please attach the amendment to this Routing Sheet and explain.

Director of Grants/ Federal Compliance

Date

I. Funding Source: Federal State Local Other: _____

Funds are specifically allocated in the Department's current fiscal year budget or in a grant to cover this expenditure as follows:

Total Funding Available \$ _____

Previous Cost \$ 25,909,657.41

Revised Projected Cost \$ 26,909,657.41

FTA Grant No.(s) 1 Ferry.1047____

Line Item(s) _____

Operations/Department Code _____

Budget Code(s) _____

Other _____

Budget Analyst

Date

J. _____

Safety _____
Date

K. Authorizations:

Department Head

Date

Division Manager

Date

Director of Procurement

Date



Chief Financial Officer

Date

Chief Executive Officer

Date



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 22-149

Finance Committee

Transit Security Services - SEAL Security Services

DESCRIPTION: Amendment to the previous SEAL Security month-to-month services for Transit Security Services at various New Orleans Regional Transit Authority locations throughout the City of New Orleans	AGENDA NO: N/A
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 amend month-to-month services, provided by Security Experts and Leaders (SEAL), awarded for Transit Security Services in response to the protest of RFP #2022-003 to Orleans Security DBA Force 1 Protection.

ISSUE/BACKGROUND:

The initial solicitation awarded by the Board was subsequently protested. As a result, RTA Procurement and the Department of Physical Security opened the solicitation for Security Service Vendors to submit proposals based on the provided "Scope of Work". A committee was selected, all proposals were reviewed, scored, and a Security Services Vendor was selected, however, RFP #2022-003 was again protested, and we are still currently on a month-to-month basis with SEAL.

DISCUSSION:

Maintaining a secure transit environment is one of RTA's top priorities. RTA chose SEAL Security to provide armed, uniformed security personnel to aid in securing all property owned, leased, operated, and/or maintained by RTA (i.e., facilities, and vehicles). SEAL is expected to assist employees, contractors, patrons, and the citizens of New Orleans and surrounding parishes by maintaining order, providing excellent customer service, and rendering assistance as needed. SEAL works closely with local, state, and federal emergency response agencies always rendering aid as needed. This contract will be amended while waiting for a new contract to be approved.

The security services under this contract will include security coverage for transit facilities, assets, and areas designated for Transit Operations. SEAL will be responsible for providing highly qualified, professional, alert, diverse, and proactive security personnel with an emphasis on customer service and ambassadorship. All personnel assigned to the RTA Contract will be dedicated to the account and shall not work on other accounts as part of their normal duty day. This service will be non-stop, despite the weather, disasters, or susceptible or actual organized labor action, Service will be required 24 hours a day, 365 days a year unless otherwise communicated by RTA's Project Manager.

FINANCIAL IMPACT:

Funds for this contract are available from the RTA Operational Budget. Operating Account Number: 1330099.7650.161. SEAL will invoice us \$284,616 (estimated funds needed for October 2022 invoices through December 2022)

Total projected cost: \$284,616

NEXT STEPS:

Approve as recommended.

ATTACHMENTS:

1. Independent Cost Estimate Summary Form (ICE)
2. Change Order Routing Sheet
3. Change Order Justification
4. Original SEAL Purchase Order
5. Signed ICE Form
6. Resolution

Prepared By: Ivana Butler
Title: Administrative Analyst

Reviewed By: Robert Hickman Jr.
Title: Chief Security Officer

Reviewed By: Mark Major
Title: Deputy CEO Financial & Administration



Alex Wiggins
Chief Executive Officer

10/4/2022

Date

INDEPENDENT COST ESTIMATE SUMMARY FORM

Contract to provide security services, PO #912771



Regional Transit Authority

Change Order Routing Sheet

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

A. Department Representative to participate in procurement process:

<u>Ivana Butler</u>	<u>Administrative Analyst</u>	<u>8479</u>
Name	Title	Ext.

B. Contract No.: 2020-009

Contract Title and PO No: Contract to Provide Security Services at RTA Facilities, PO #912771

C. Contract History:

Original Award Value	<u>\$ 1,008,920.00 annually</u>
Previously Executed Change Orders Value	<u>\$ 174,646.72</u>
Adjusted Contract Value (Prior to Requested Change Order)	<u>\$ 1,576,806.72</u>
Current Change Order Value	<u>\$ 284,616.00</u>
Revised Contract Value (w/current change order)	<u>\$ 1,861,422.72</u>

D. Justification of Change Order: Additional funds are needed to cover SEAL invoices from

E. Type of Change Requested: Administrative **Supplemental** Termination

F. Responsibility Determination: Price determined fair and reasonable based on

G. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE Commitment percentage applies to the Total Contract Value after all amendments and change orders.):

_____ % DBE _____ % SLDBE _____ % Small Business

Additional Information

DBE/EEO Compliance Manager

Date

H. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant? Yes **No**

Are there any amendments pending? Yes **No**

If Yes, please attach the amendment to this Routing Sheet and explain.

Change Order Justification

Explanation

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA until a new contract is awarded. On average, RTA pays \$19,406 to SEAL per week for transit security services.

Security service is being added to the Lake Forest & Read Boulevard hub.

Previous Change Order Available Balance: \$2,231.66

This balance is what the PO showed as of 09/13/2022.

Calculation

SEAL will invoice us \$232,872.00 (estimated funds needed for October 2022 invoices through December 2022, at an average rate of \$19,406.00/week for twelve weeks) = \$232,872

An additional \$51,744 is needed to cover services at Lake Forest & Read Boulevard (Starting September 25, 2022-December 2022; \$22/hr at 98 days = 2,352 hours) = \$51,744

Total requested Change Order amount: \$284,616

Regional Transit Authority
INV.: Accounting Dept. (504) 827-8407
TO: 2817 Canal Street
New Orleans, Louisiana 70119

Page - 1
Date - 12/14/21
Order No. - 912771-002
Brn/Plt - 1330099

SECURITY EXPERTS AND LEADERS
6600 PLAZA DRIVE
NEW ORLEANS LA 70127

SHIP REGIONAL TRANSIT AUTHORITY
TO R. Hickman
2817 CANAL STREET
NEW ORLEANS, LA 70119

Ordered - 09/22/20 Vendor No. 8922810 Security Services
Delivery - 09/22/20 Taken By REO #1040588
Freight - Default - Handling Code PROMISED DELIVERY DATE - 10/22/20

Description / Supplier Item	UM	Unit Cost	Extension
transit security services			
3 years with two 1 year opt	1008920.0000 EA	1.0000 EA	1,008,920.00
Change Order 1			
Non Stock Inventory Purchas	EA	EA	253,240.00
Change Order 1 to add additional funds to cover invoices from sep to dec 2021			

Terms Net 30 Tax Rt Sales Tax Total Order
1,262,160.00


DATE RECEIVED _____
RECEIVED BY _____
CHECKED BY _____
APPROVED BY 

ORDER NUMBER AND
PERSON TO WHOM ADDRESSED
MUST APPEAR ON ALL
PACKAGES AND INVOICES

REGIONAL TRANSIT AUTHORITY
TAX EXEMPT
BY  12/14/21
MANAGER, PURCHASING DEPT.

ANY CONFLICT, DISPUTE, LEGAL PROCEEDING, SETTLEMENT OR OTHER MATTER HAVING A
LEGALLY BINDING IMPACT ON THE PARTIES HERETO SHALL BE RESOLVED PURSUANT TO
THE LAWS AND JURISPRUDENCE OF THE STATE OF LOUISIANA.

INV. DATE	INV. NUMBER	INV. AMOUNT	TAX	FREIGHT	INV. TOTAL

CFO  12/14/21

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: 2020-009

Date of Estimate: 09/26/2022

Description of Goods/Services:

Contract to provide security services, PO #912771

- ☐ New Procurement
☒ Contract Modification (Change Order)
☐ Exercise of Option

Method of Obtaining Estimate:

Attach additional documentation such as previous pricing, documentation, emails, internet screen shots, estimates on letterhead, etc.

- ☐ Published Price List (attach source and date)
☒ Historical Pricing (attach copy of documentation from previous PO/Contract)
☐ Comparable Purchases by Other Agencies (attach email correspondence)
☐ Engineering or Technical Estimate (attach)
☐ Independent Third-Party Estimate (attach)
☐ Other (specify) _____ attach documentation
☐ Pre-established pricing resulting from competition (Contract Modification only)

Through the method(s) stated above, it has been determined the estimated

total cost of the goods/services is \$ 284,616

The preceding independent cost estimate was prepared by:

Ivana Butler

Name



Signature



RESOLUTION NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

AUTHORIZATION TO APPROVE TRANSIT SECURITY MONTH-TO-MONTH SERVICES

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) previously authorized staff to solicit for proposals for Transit Security Services; and

WHEREAS, RTA staff evaluated all elements of the submittals in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law and the Federal Transit Administration; and

WHEREAS, the RTA issued a Change Order for Transit Security Services; and

WHEREAS, the following vendor was selected to provide month-to month services: Security Experts and Leaders (SEAL); and

WHEREAS, the RTA staff evaluated all cost components submitted by the vendor and determined the price to be fair and reasonable; and

WHEREAS, funding is available through RTA Operating Account #1330099.7650.161 for a total cost not to exceed TWO HUNDRED EIGHTY FOUR THOUSAND SIX HUNDRED SIXTEEN DOLLARS AND ZERO CENTS (\$284,616.00). Services are provided on a month-to-month basis.

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, authorize the CEO to approve the transit security month-to-month services to Security Experts and Leaders (SEAL).



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

RESOLUTION NO. _____
Page 2

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 ____th DAY OF OCTOBER, 2022.

MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 22-150

Finance Committee

Portable Radios

DESCRIPTION: Motorola Portable Radios	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a contract in the amount of \$146,490 to Motorola Solutions, Inc. for the purchase of 30 APX 6000 radios.

ISSUE/BACKGROUND:

The agency has recently completed a handheld radio inventory and evaluation; it has been determined that the agency has an immediate need to procure 30 radios. The agency currently has 130 portable Motorola radios and is working towards a target goal of 175 radios. 56 of our radios are no longer supported by Motorola, parts are no longer available as they have reached their end of life. The agency will continue to work on funding for an additional 70 radios at a future date.

DISCUSSION:

These radios would meet the immediate need of operations radios. Our handheld XTS 2500 radios have reached an end-of-life point where parts are no longer available. As agency radios have started to fail, there is a need to replace some radios that are no longer working and are no longer repairable. These 30 Radios will help meet the agency's immediate operational needs. The agency expects to get 10 years of useful life out of these radios. It will bring the agency to 160 (91%) of the immediate radio need. The agency will work on funding an additional 70 radios for next year that will replace the 56 XTS radios and bring our total count to 175.

This procurement will utilize Louisiana state contract #4400022750.

FINANCIAL IMPACT:

The agency has budgeted local funds of \$148,000 for handheld radios; the estimated cost for 30 radios is \$146,490. The local budget code is 1294399.8690.011.

NEXT STEPS:

When approved to proceed, the team will finalize the procurement of the radios.

ATTACHMENTS:

1. Resolution

2. Routing sheet

Prepared By: Ryan Moser
Title: Director of Fleet Advancement

Reviewed By: Lona Hankins
Title: Deputy CEO of Planning & Infrastructure

Reviewed By: Mark Major
Title: Deputy CEO of Administration & Finance



Alex Wiggins
Chief Executive Officer

10/3/2022

Date



**Regional Transit Authority
State Contract Procurement Routing Sheet
For Transactions Over \$25,000**

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures.

Solicitation ID	133
ProjectSchedule Delivery Date	12/31/2022 6:00 AM
Technical Specs attached	No
Scope of Work attached	Yes

- A.** I have reviewed this form and the attachments provided and by signing below I give authority to the below stated Department Representative to proceed as lead in the procurement process.

Name: MOSER, RYAN

Title: DIRECTOR OF FLEET ADVANCEMENT

Ext: 8458

- B. Name of Project, Service or Product:**

Motorola

- C. Justification of Procurement:**

~~The agency has recently completed a hand held radio inventory and evaluation, it has been determined that the agency has an immediate need to procure 30 radios. The agency currently has 56 radios in inventory that are end of life and parts are no longer being produced for these radios.~~

- D. Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?

Director of Grants/ Federal Compliance: Alisa Maniger

Signature

Date

-
- E. Security:**

Security Chief: Robert C Hickman

Signature Robert C Hickman

Date 9/22/2022 9:16 PM

-
- F. Safety:** Include Standard Safety Provisions Only:

Additional Safety Requirements Attached



false

Safety Chief: **Michael J Smith**

Signature *Michael J. Smith*

Date **September 22 2022**

Risk Management:

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst: **Marc Popkin**

Signature *Marc Popkin*

Date **September 22 2022**

G. Funding Source:

Funds are specifically allocated in the Department's current fiscal year budget or in a grant to cover this expenditure as follows:

ICE Amount: **\$146,489.68**

Total Projected Cost: **\$146,489.68**

Funding Type: **Local**

Federal Funding	State	Local	Other
		\$148,000.00	
Projected Fed Cost	State	Local	Other
		\$146,489.68	

FTA Grant IDs	Budget Codes
	1294399.8690.011

Budget Analyst: **Tiffany Gourrier**

Signature *Tiffany Gourrier*

Date **September 22 2022**

H. DBE/SBE GOAL:



% DBE	
% Small Business	0

Director of Small Business Development: Adonis Expose

Signature *Adonis Charles Expose*

Date September 22 2022

DBE/EEO Compliance Manager Adonis Expose

Signature *Adonis Charles Expose*

Date September 22 2022

I. Authorizations: I have reviewed and approved the final solicitation document.

Department Head: Lona Hankins

Signature *Lona Edwards Hankins*

Date September 21 2022

Chief: Lona E. Hankins

Signature *Lona Edwards Hankins*

Date September 22 2022

Director of Procurement: Ronald Baptiste Jr.

Signature *Ronald Baptiste*

Date September 22 2022

FOR PROCUREMENT USE ONLY

Type of Procurement Requested:

SC - State Contract

Invitation for Bid (IFB) This competitive method of awarding contracts is used for procurements of more than \$25,000 in value. The agency knows exactly what and how many of everything it needs in the contract, as well as when and how the products and services are to be delivered. The award is generally based on price.

Request for Quote (RFQ) This type of solicitation is often used to determine current market pricing.

Request for Proposal (RFP) This approach to contracting occurs when the agency isn't certain about what it wants and is looking to you to develop a solution and cost estimate.

Sole Source (SS) this procurement can be defined as any contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements.

State Contract (SC) this procurement is via a State competitive procurement

Two-step Procurement - request for qualifications step-one used in the formal process of procuring a product or service, It is typically used as a screening step to establish a pool of vendors that are then qualified, and thus eligible to submit responses to a request for price proposal (RFP). In this two-step process, the response to the RFQ will describe the company or individual's general qualifications to perform a service or supply a product, and RFP will describe specific details or price proposals.

Chief Financial Officer: Gizelle Banks

Signature *Gizelle Johnson-Banks*

Date September 26 2022

Chief Executive Officer: Alex Z. Wiggins

Signature *Alex Z Wiggins*

Date September 26 2022





RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT TO MOTOROLA SOLUTIONS, INC FOR
THE PURCHASE OF PORTABLE RADIOS.**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the Chief Executive Officer of the RTA has the need to purchase portable radios; and

WHEREAS, the purchase of these radios will enable the RTA to carry out its day-to-day operation effectively; and

WHEREAS, staff has evaluated and determined that purchasing radios using Louisiana contract 4400022750 is the most cost-effective way to purchase; and

WHEREAS, RTA's Disadvantage Business Compliance Manager determined that there was no DBE goal set for this project since there are no subcontracting opportunities; and

WHEREAS, staff evaluated all cost components submitted by the vendor and determined the price to be fair and reasonable; and

RESOLUTION NO. _____



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

504.827.8300

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WHEREAS, it is the opinion of the RTA Board of Commissioners that the radios are critical to maintaining the function, reliability, and support of service on behalf of the Regional Transit Authority; and

WHEREAS, funding for the above-stated project is made available through local funds in the amount of ONE HUNDRED FORTY-SIX THOUSAND FOUR HUNDRED AND NINETY DOLLARS.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Motorloa Solutions, Inc.

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 ____ DAY OF _____.

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 22-151

Finance Committee

FY 2023-2024 State Capital Outlay Request: Vehicle Ferry Replacement Study

DESCRIPTION: Requesting to Apply for Capital Outlay Funds	AGENDA NO: Click or tap here to enter text.
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 seek \$500,250.00 in State of Louisiana Capital Outlay funds to evaluate, study and plan to replace two vehicle ferries that service the Chalmette maintenance barges located at the maintenance facility in Lower Algiers.

ISSUE/BACKGROUND:

In 2014 the LADOTD and the RTA entered into a Cooperative Endeavor Agreement (CEA) that allows the RTA to operate and maintain ferry services in Orleans Parish. This arrangement is a result closure of the Crescent City Connection Division (CCCD) of LADOTD and the removal of the tolls on the CCC. The tolls provided a revenue stream to offset the cost of ferry operations. The LADOTD still owns the fixed and most of the movable assets, specifically these maintenance barges. The Chalmette route is a required ferry route since there is no alternative method to cross the Mississippi River in this location.

The agency is currently responsible for operating two vehicle ferries on behalf of LADOTD. The Captain Levy was built in 1977 and the Thomas Jefferson was built in 1942. The FTA has recently launched a \$49 million competitive grants pilot grant program for Electric or Low Emitting Ferry and set aside \$3.25 million for low or zero-emissions ferries of the \$36 million available in the Passenger Ferry competitive grant program.

DISCUSSION:

Staff is requesting \$500,250.00 to conduct a comprehensive assessment and study of the existing vessels and plan for the fleet to modernization to include a cost-benefit analysis based on current and projected ridership. The study will provide an estimate to replace the vehicles, identify potential funding/financing mechanisms, and a schedule for replacement, inclusive of operational strategy until the new fleet is operational.

The estimated cost of the study is \$667,000, the required agency match is 25%, \$166,750.

FINANCIAL IMPACT:

The RTA will be responsible for the local match of \$166,750.

NEXT STEPS:

Upon Board approval, staff will submit the grant application for Capital Outlay.

ATTACHMENTS:

1. Resolution

Prepared By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy CEO of Infrastructure, Planning and Information Technology

Reviewed By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy CEO of Infrastructure, Planning and Information Technology

Reviewed By: Mark Major
Title: Deputy CEO Administration & Finance



Alex Wiggins
Chief Executive Officer

10/3/2022

Date



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

504.827.8300

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RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

AUTHORIZATION

TO SUBMIT A GRANT APPLICATION

**FY 2023-2024 STATE CAPITAL OUTLAY FOR THE VEHICLE FERRY REPLACEMENT
STUDY**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, in 2014 the LADOTD and the RTA entered into a Cooperative Endeavor Agreement (CEA) that allows the RTA to operate and maintain ferry services in Orleans Parish. This arrangement is a result closure of the Crescent City Connection Division (CCCD) of LADOTD and the removal of the tolls on the CCC; and

WHEREAS, The LADOTD still owns the fixed and most of the movable assets, specifically these maintenance barges; and

WHEREAS, the Chalmette route is a required ferry route since there is no alternative method to cross the Mississippi River in this location 2014 the LADOTD; and

WHEREAS, the agency is currently responsible for operating two vehicle ferries on behalf of LADOTD. The Captain Levy was built in 1977 and the Thomas Jefferson was built in 1942; and



RESOLUTION NO. _____

Page 2

WHEREAS, the FTA has recently launched a \$49 million competitive grants pilot grant program for Electric or Low Emitting Ferry and set aside \$3.25 million for low or zero emissions ferries of the \$36 million available in the Passenger Ferry competitive grant program; and

WHEREAS, the staff is requesting \$500,250 to conduct a comprehensive assessment and study of the existing vessels and plan for the fleet to modernization to include cost-benefit analysis based on current and projected ridership; and

WHEREAS, the study will provide an estimate to replace the vehicles, identify potential funding/financing mechanisms and a schedule for replacement, inclusive of operational strategy until the new fleet is operational; and

WHEREAS, the estimated cost of the study is \$667,000, the required agency match is 25%, \$166,750; and

WHEREAS, the RTA will be responsible for the local match of \$166,750.00; 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, authorization to submit a grant application FY 2023-2024 State Capital Outlay for the Vehicle Ferry Replacement Study.



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New Orleans, LA 70119-6301

504.827.8300

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RESOLUTION NO. _____

Page 3

**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 25th DAY OF OCTOBER 2022.

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 22-152

Finance Committee

FY 2023-2024 State Capital Outlay Request: Ferry Maintenance Barge Replacement

DESCRIPTION: Requesting to apply for Capital Outlay Funds	AGENDA NO: Click or tap here to enter text.
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 seek \$10,619,298.00 in State of Louisiana Capital Outlay funds to replace two maintenance barges located at the maintenance facility in Lower Algiers.

ISSUE/BACKGROUND:

In 2014 the LADOTD and the RTA entered into a Cooperative Endeavor Agreement (CEA) that allows the RTA to operate and maintain ferry services in Orleans Parish. This arrangement is a result closure of the Crescent City Connection Division (CCCD) of LADOTD and the removal of the tolls on the CCC. The tolls provided a revenue stream to offset the cost of ferry operations. The LADOTD still owns the fixed and most of the movable assets, specifically these maintenance barges.

DISCUSSION:

The agency was successful in securing Priority 5 funding for the replacement of these two barges in Act 117 of the 2022 Regular Session of the Louisiana State Legislature. There is a requirement to apply for Capital Outlay funds every year until the funding is spent.

The maintenance barges are critical infrastructure needed to maintain the safety and reliability of the ferry fleet and are beyond their useful life. The agency is seeking funds to replace the barge and standardize as many components as feasible as part of the agency's effort to maximize the flexibility of the marine fleet. The estimate is \$14,159,064 to replace two maintenance barges located at the Lower Algiers Maintenance Facility, adjacent to the Lower Algiers Ferry Terminal that services the Chalmette Ferry. The required agency match is 25%, \$3,539,766.

FINANCIAL IMPACT:

The RTA will be responsible for the local match of \$3,539,766.

NEXT STEPS:

Upon Board approval, staff will submit the grant application for Capital Outlay.

ATTACHMENTS:

1. Resolution

Prepared By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy CEO of Infrastructure, Planning and Information Technology

Reviewed By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy CEO of Infrastructure, Planning and Information Technology

Reviewed By: Mark Major
Title: Deputy CEO Administration & Finance



Alex Wiggins
Chief Executive Officer

10/3/2022

Date



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

504.827.8300

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RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO SUBMIT A GRANT APPLICATION FOR FY 2023-2024 STATE
CAPITAL OUTLAY FOR THE FERRY MAINTENANCE BARGE REPLACEMENT**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, in 2014 the LADOTD and the RTA entered into a Cooperative Endeavor Agreement (CEA) that allows the RTA to operate and maintain ferry services in Orleans Parish; and

WHEREAS, this arrangement is a result closure of the Crescent City Connection Division (CCCD) of LADOTD and the removal of the tolls on the CCC; and

WHEREAS, The LADOTD still owns the fixed and most of the movable assets, specifically these maintenance barges; and

WHEREAS, the agency was successful in securing Priority 5 funding for the replacement of these two barges in Act 117 of the 2022 Regular Session of the Louisiana State Legislature; and

WHEREAS, there is a requirement to apply for Capital Outlay funds every year until the funding is spent; and



RESOLUTION NO. _____

Page 2

WHEREAS, the maintenance barges are critical infrastructure needed to maintain the safety and reliability of the ferry fleet and are beyond their useful life. The agency is \$10,619,298 to replace the barge and standardize as many components as feasible as part of the agency's effort to maximize the flexibility of the marine fleet. The estimate is \$14,159,064 to replace two maintenance barges located at the Lower Algiers Maintenance Facility, adjacent to the Lower Algiers Ferry Terminal that services the Chalmette Ferry. The required agency match is 25%, \$3,539,766; and

WHEREAS, the RTA will be responsible for the local match of \$3,539,766; 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, authorization to submit a grant application FY 2023- 2024 State Capital Outlay for the Ferry Maintenance Barge Replacement.

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 25th DAY OF OCTOBER 2022.

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 22-153

Finance Committee

5339 Bus and Bus Facilities: Large Urban Areas

DESCRIPTION: Grant Application for federal funds to replace revenue and non-vehicles	AGENDA NO: Click or tap here to enter text.
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 seek federal funds in the not to exceed amount of \$1,760,000.00, to purchase paratransit and non-revenue vehicles to replace vehicles that have been utilized beyond industry standard service life and beyond the years required by the FTA. The local match is \$440,000.00 and the total project amount will be \$2,200,000.00.

ISSUE/BACKGROUND:

The State of Louisiana DOTD is receiving applications from the large urban areas for FTA 5339 Bus and Bus Facilities grants. If awarded, the applicant would be a direct grantee to the FTA and not LA DOTD.

DISCUSSION:

The New Orleans Regional Transit Authority (RTA) is requesting \$1,760,000.00 to fund the replacement of twelve (12) paratransit vehicles and two (2) non-revenue service vehicles. The intent is to replace vehicles that, surpass the Federal Transit Authority (FTA) minimum required years of use and will be retired, and efficiently support the agency's continuous improvement efforts.

FINANCIAL IMPACT:

The RTA will be responsible for the local match if the grant is awarded. That amount is expected to be \$440,000.00.

NEXT STEPS:

This grant application is due to LA DOTD on November 1, 2022.

ATTACHMENTS:

1. Resolution

Prepared By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy CEO of Infrastructure, Planning and Information Technology

Reviewed By: Lona Edwards Hankins, lhankins@rtaforward.org
Title: Deputy CEO of Infrastructure, Planning and Information Technology

Reviewed By: Mark Major
Title: Deputy CEO Administration & Finance



10/3/2022

Alex Wiggins
Chief Executive Officer

Date



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

504.827.8300

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RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**REQUEST AUTHORIZATION TO ALLOW STAFF TO SUBMIT A GRANT APPLICATION
FOR FEDERAL FUNDS TO REPLACE REVENUE AND NON-VEHICLES**

Introduced by Commissioner _____,
seconded by Commissioner _____.

WHEREAS, the State of Louisiana DOTD is receiving applications from the large urban areas for FTA 5339 Bus and Bus Facilities grants; and

WHEREAS, if awarded, the applicant would be direct grantee to the FTA and not LA DOTD; and

WHEREAS, the New Orleans Regional Transit Authority (RTA) is requesting \$1,760,000 to fund the replacement of twelve (12) paratransit vehicles and two (2) non-revenue service vehicle; and

WHEREAS, the intent is to replace vehicles that, surpass the Federal Transit Authority (FTA) minimum required years of use and will be retired, and efficiently support the agency's continuous improvement efforts; and

WHEREAS, The RTA will be responsible for the local match if the grant is awarded. That amount is expected to be \$440,000.00; and

RESOLUTION NO. _____



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New Orleans, LA 70119-6301

504.827.8300

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Page 2

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, authorization to submit a grant application for federal funds to replace Revenue and Non-Revenue Vehicles.

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 25th DAY OF OCTOBER 2022.

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS