

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 22, 2024

CALENDAR NO. 34,796

NO. 30055 MAYOR COUNCIL SERIES

BY: ^{HM} COUNCILMEMBERS MORENO AND GREEN (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans ("City") and the Regional Transit Authority (RTA) for a term greater than one year for the public purpose of purchasing transit passes from the RTA in the City of New Orleans, as more fully detailed in the Cooperative Endeavor Agreement form attached hereto as Exhibit "1"; and otherwise, to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; **NOW THEREFORE**

1 **SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter
3 into the attached cooperative endeavor agreement with the Regional Transit Authority for a term
4 of two years for the public purpose of purchasing transit passes to support a pilot program entitled
5 "Zero Transit Fare for Opportunity Youth" in the City of New Orleans.

1 **SECTION 2.** That said Cooperative Endeavor Agreement is attached to this ordinance as
2 “Exhibit 1” and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS SEP 05 2024

HELENA MORENO

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON SEP 06 2024

APPROVED:
[REDACTED] SEP 06 2024

LATOYA CANTRELL

MAYOR

RETURNED BY THE MAYOR ON SEP 06 2024 **AT** -1 :55 PM

Aisha R. Collier

ASSISTANT CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS: Giarrusso, Green, Harris, King, Moreno, Morrell, Thomas - 7

NAYS: 0

ABSENT: 0

RECUSED: 0

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY



ASSISTANT CLERK OF COUNCIL

EXHIBIT 1

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF NEW ORLEANS AND THE REGIONAL TRANSIT AUTHORITY**

[COVER PAGE]

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

ZERO TRANSIT FARE FOR OPPORTUNITY YOUTH

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and the New Orleans Regional Transit Authority, represented by Lona Edwards Hankins, Chief Executive Officer (the “**RTA**” or the “**Contractor**”). The City and the RTA may sometimes each be referred to as a “**Party**” or collectively as the “**Parties**.” The Agreement is effective as of August 31, 2024 (the “**Effective Date**”).

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana; and

WHEREAS, the RTA is a political subdivision of the State of Louisiana, whose principal address is 2817 Canal Street, New Orleans, LA 70119; and

WHEREAS, pursuant to *Article 7, Section (14)(C) of the Louisiana Constitution of 1974*, and related statutes, and *Section 9-314 of the Home Rule Charter of the City of New Orleans*, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, the City was awarded Coronavirus State and Local Fiscal Recovery Funds (“**SLFRF**” or “**Grant Award**”), distributed by the United States Department of Treasury (“**Treasury**”), to facilitate the goals of the American Rescue Plan Program (“**ARP Program**”), pursuant to the *American Rescue Plan Act (Public Law 117-21, signed March 11, 2021)*; and

WHEREAS, in 2023, the City created the Youth Fare Transportation Fund (“**fund**”) with a portion of the Grant Award’s funding for the purpose of funding programs executed by RTA, including but not limited to programs that involve providing free public transit for the City’s opportunity youth as the City’s opportunity youth pursue workforce development training in industries affected by the Covid-19 Pandemic; and

WHEREAS, the fund will support a pilot program, entitled, “Zero Transit Fare for Opportunity Youth Program,” (“**pilot program**”) that will collect data to support the design and implementation of a permanent program, where the RTA will provide free public transit passes to Orleans Parish residents, ranging from the ages of sixteen to twenty-four (16-24) years-old (“**Services**”), during the duration of the pilot program; and

WHEREAS, the City will renumerate the RTA for the aforementioned services with the funding provided by the Grant Award; and

WHEREAS, the RTA, by agreeing to undertake the implementation, utilizing funds provided by Treasury, will be acting as a contractor of the City, as defined by 2 CFR Part 200.1 and 200.331, and hereby agrees to carry out this Agreement in full compliance with the laws and regulations of the ARP Program and exhibits incorporated into this Agreement; and

WHEREAS, the activities hereunder are eligible under the ARP Program; and

WHEREAS, the City and the RTA desire to accomplish the valuable public purpose of fostering a strategic partnership to build thriving workforce ecosystems for opportunity youth in the wake of the Covid-19 Pandemic by studying the benefits of free public transit, when opportunity youth pursue employment opportunities; and

NOW THEREFORE, the City and the RTA, each having the authority to do so, agree as follows:

ARTICLE I – GENERAL AWARD INFORMATION

The Agreement between the City and the RTA is for the purpose of carrying out the goals of a Federal award and creates a procurement relationship for the purpose of obtaining goods and services for the City's use.

| | |
|---|---|
| Federal Award Identification Number: | SLT-1835 and SLT-7352 |
| CFDA Number and Name: | 21.027 - Coronavirus State and Local Fiscal Recovery Fund |
| Federal Award Project Description: | American Rescue Plan Act Federal Recovery Funding |
| Is this award for research and development? | No |
| Contractor's Unique Entity Identifier: | R71BUMMQRKZ4 |
| Amount of Federal Funds Obligated to the Contractor: | \$2,425,000.00 |
| Contact Information: | See Article XII - Notice |

ARTICLE II - THE RTA'S OBLIGATIONS

A. Services. The RTA shall:

1. Provide the City's opportunity youth with free transit fare passes to Orleans Parish residents ranging from the ages of sixteen to twenty-four (16-24) years-old ("**Services**") during the duration of the Zero Transit Fare for Opportunity Youth Program ("**pilot program**").
2. Supply transit passes through the RTA's Le Pass app for RTA's buses, streetcars, and ferries during the duration of the pilot program.
3. Perform the obligations outlined in the *Memorandum of Understanding between Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board*, attached and incorporated herein as Exhibit "A".
4. Bill the City on a per-ride basis, using a fare-capping structure, and submit monthly

invoices to the City for reimbursement as provided in Article II, Section (C), and Article IV, Section (A).

5. Advertise the pilot program through the RTA's Le Pass app, buses, streetcars, and ferries.

6. Release and submit ridership/financial data on the RTA's Le Pass app usage to facilitate program development.

7. Coordinate the use of fare media for the pilot program through the RTA's Le Pass app.

8. Perform the Services with the same degree of care, skill, and diligence as would be ordinarily exercised by a competent practitioner of the same profession under similar circumstances.

9. Represent and warrant that it has the requisite skills and expertise necessary to perform the Services.

10. Comply with all applicable Federal regulations and requirements incorporated herein by reference, whether specifically discussed herein or not, including but not limited to any applicable Uniform Administrative Requirements as described in 2 CFR 200, any applicable procurement standards in 2 CFR §200.318 - §200.326, all applicable Notices and Directives promulgated by Treasury, and with all terms and conditions required by the Grant Award in the *Federal Compliance Provisions*, attached and incorporated herein as Exhibit "B".

B. Schedule. The City will provide the RTA with a schedule, along with service needs and work-site locations, as designated by the City and Ride New Orleans.

C. Invoices. RTA must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for services provided under this Agreement no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. Invoices will be processed in accordance with Article IV of the Agreement. At a minimum, each invoice must include the following information:

- Name of Contractor
- Date of Invoice
- Invoice Number
- Contract or Purchase Order Number issued by the City (*i.e.*, K24-592)
- Name of the City Department to be invoiced (*i.e.*, CAO)
- Description of the services completed, including but not limited to monthly ridership and financial data.
- An authorized signature by the RTA's authorized representative, attesting to the validity and accuracy of the invoice, under penalty of perjury.

ARTICLE III – THE CITY'S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the Chief Administrative Office and the

Mayor's Office of Workforce Development (the "Departments").

2. Perform the obligations outlined in the *Memorandum of Understanding between Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board*, attached and incorporated herein as Exhibit "A" and the *Federal Compliance Provisions*, attached, and incorporated herein as Exhibit "B".

3. Provide the RTA with documents deemed reasonably necessary for the RTA's performance of any work required under this Agreement.

4. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the RTA.

5. Provide any applicable schedules, equipment needs, and work-site locations to the RTA.

B. Payment. Unless otherwise agreed to by the City, the payment terms are NET 30 days upon the RTA's delivery and rendition of the services contemplated in this Agreement, and upon the City's receipt of a properly submitted, complete, and accurate invoice via the City's supplier portal. The City will make payments to the RTA at the rate of compensation established in this Agreement based upon the RTA's certified invoices, except:

1. The City's obligation to pay is contingent upon the RTA's: (a) submission of a complete and accurate invoice to the City and (b) satisfactory performance of the services and conditions required by this Agreement.

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute.

3. The City may set off any amounts due to the RTA against any amounts deemed by the City to be owed to the City by the RTA pursuant to this Agreement.

4. All compensation owed to the RTA under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by the RTA that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any change order outside the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the RTA or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. If this Agreement is terminated for any reason, the City will pay the RTA only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV – FUNDING

A. Rate Schedule. Per Exhibit "A", the City will pay the RTA for the Services under this Agreement at the following rates:

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| FARE REIMBURSEMENT FOR RIDERS RANGING FROM THE AGES OF SIXTEEN TO EIGHTEEN (16-18) YEARS OLD. |
| 50¢ / Ride / Each Rider |
| \$1.00 / Maximum Amount / Each Day / Each Rider |
| \$18.00 / Maximum Amount / Each Month / Each Rider |
| FARE REIMBURSEMENT FOR RIDERS RANGING FROM THE AGES OF NINETEEN TO TWENTY-FOUR (19-24) YEARS OLD. |
| \$1.25 / Ride / Each Rider |
| \$3.00 / Maximum Amount / Each Day / Each Rider |
| \$45.00 / Maximum Amount / Each Month / Each Rider |

B. Marketing and Advertising Fees. The City further agrees to pay the RTA for marketing and advertising created and disseminated on RTA's Le Pass app, buses, streetcars, and ferries for the pilot program, capped at **\$100,000.00**.

C. Maximum Amount Payable. The maximum amount payable under this Agreement shall not exceed **\$2,425,000.00**. This amount is inclusive of all costs, including, but not limited to all personnel costs, fringe benefits, equipment costs, travel costs, indirect costs identified as those not directly incurred as a result of providing the services listed in this Agreement, and the amounts set forth under Article IV, Section (A) and Section (B), respectively. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

D. The stated compensation is inclusive, and includes no additional amounts for, the RTA's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider nor be obligated to pay or reimburse the RTA any other charges or fees, and the RTA will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

E. Cost Recovery. In accordance with *Section 2-8.1 of the Municipal Code*, entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the RTA shall reimburse the City or disgorge anything of value or economic benefit received from the City if the RTA fails to meet its contractual obligations.

ARTICLE V - DURATION AND TERMINATION

A. Term. The term of this Agreement is two (2) years from the Effective Date, provided there is an encumbrance of funds by the Requesting Departments made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council.

This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

B. Extension. The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council. This Agreement may be extended by the City for three (3) additional one-year terms.

C. Termination for Convenience. A Party may terminate this Agreement at any time during the term of the Agreement by giving the other Party written notice of the termination at least thirty (30) calendar days before the intended date of termination. The City may allow the RTA to be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be cancelled and only for costs incurred in the performance of RTA's obligations under this Agreement, subject to the limitations set forth in Article IV - Funding.

D. Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the RTA. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the Challenging Party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the Challenging Party; no further notice will be required. The City may allow the RTA to be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be cancelled and only for costs incurred in the performance of RTA's obligations under this Agreement, subject to the limitations set forth in Article IV - Funding.

E. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice, and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

F. Remedies for Federal Non-Compliance. If the RTA fails to comply with any applicable Federal statutes, regulations, or the terms and conditions of the Grant Award, the City, through the Departments, may impose additional conditions, as described in 2 CFR §200.208: *Specific Conditions*. If the City determines that noncompliance cannot be remedied by imposing additional conditions, then the City or Treasury make take one or more of the following actions, as appropriate under the circumstances, (1) temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity (the "RTA") or more severe enforcement action by the Federal awarding agency or pass-through entity, (2) disallow, that is, deny both use of funds and any applicable reimbursement credit, for all or part of the cost of activities or actions not in compliance, (3) initiate suspension or debarment proceedings as authorized under 2 CFR 180 and Federal awarding agency regulations (or, in the case of a pass-through entity, recommend such a proceeding be initiated by the Federal awarding agency), (4) withhold further Federal awards for the project or program, (5) wholly or partly suspend or terminate the Federal award, and/or (6) take other remedies that may be legally available.

ARTICLE VI - MAINTENANCE AND MONITORING OF RECORDS

A. Maintenance of Records. The RTA agrees to maintain all records of all expenditures of funds provided to it by the City in accordance with 2 CFR § 200.334 for five (5)

years from the official date of the closeout of the grant. If any litigation, claims, or audits begin prior to the expiration of the five-year period, then the records must be maintained until all litigation, claims, and audit findings involving the records have been resolved and final action taken. Records are to be maintained separately for each project undertaken by the RTA, and the records for each project will be maintained by the RTA in such a manner that the funding sources used in each project will be accounted for separately. The aforementioned classification of funds expended will be further itemized by the "funding year" associated with the funds. The RTA hereby agrees to maintain, for the City's review, all records relating to the creation, development, and set-up of ARP projects and the expenditure of ARP funds, itemized for each ARP-funded project undertaken.

B. **Monitoring of Records.** The RTA acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by the RTA with ARP funds. The RTA hereby acknowledges its responsibility to provide the City, upon reasonable demand, with all records relating to ARP-funded projects implemented by the RTA and hereby agrees to assist the City in reviewing projects undertaken by the RTA with ARP funds. The aforementioned records will be made available at times reasonable to both the RTA and the City, and the RTA's records will be reviewed by the City no less than annually.

ARTICLE VII - INDEMNITY

A. To the fullest extent permitted by law, the RTA will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the RTA, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the RTA in connection with the performance of work under this Agreement.

B. **Limitation.** RTA's indemnity does not extend to any loss arising from the gross negligence, negligence, or willful misconduct of any of the Indemnified Parties, provided that neither the RTA nor any of its agents or employees contributed to such gross negligence, negligence, or willful misconduct.

C. **Independent Duty.** The RTA has an immediate and independent obligation to, at the City's option: (1) defend the City from or (2) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the RTA is ultimately absolved from liability.

D. **Expenses.** Notwithstanding any provision to the contrary, the RTA shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VIII - INSURANCE

A. The Contractor shall retain the right to self-insure for any and/or all the required insurance coverages. The Contractor shall be able to meet the specific policy limits of liability, referenced below, through a combination of primary and umbrella /excess coverage.

B. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the RTA will maintain its insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work in conjunction with the RTA's scope of work under the Agreement. If the RTA maintains broader coverage and/or higher limits than the minimums shown below, the City shall be entitled to the broader coverage and/or the higher limits maintained by the RTA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

C. Minimum Requirements.

1. Workers' Compensation & Employers' Liability Insurance in compliance with the *Louisiana Workers' Compensation Act(s)*. Statutory and Employers' Liability Insurance with limits not less than \$1,000,000.00.

2. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability not less than \$1,000,000.00 each occurrence / \$2,000,000.00 policy aggregate.

3. Automobile Liability Insurance with a combined single limit of liability not less than \$500,000.00 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned, and hired vehicles.

D. The RTA shall be able to meet the above-referenced specific policy limits of liability through a combination of primary and umbrella / excess coverage.

E. **Important Note.** The obligations for the RTA to procure and maintain insurance shall not be construed to waive nor restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the RTA from any liability incurred as a result of their activities/operations in conjunction with the RTA's obligations and/or scope of work.

F. **Additional Insured Status.** The RTA and all subcontractors, where applicable, will provide and maintain current, a certificate of insurance, naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds," covered on the Commercial General Liability policy with respect to liability arising out of the performance of this Agreement. Commercial General Liability insurance can be provided in the form of an endorsement to the RTA's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions are used). The Additional Insured Box shall be marked "Y" for Commercial General Liability coverage, and the Subrogation Waiver Box must be marked "Y" for Workers' Compensation / Employers' Liability and Property coverage.

G. The RTA shall require and verify that all subcontractors, where applicable, maintain insurance and coverage meeting all the requirements stated herein or that the RTA shall cover subcontractor liability. The certificate of insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as "Certificate Holder" and be delivered via U.S. Mail to the Chief Administrative Office, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112, with a copy forwarded to Risk Management Division, 1300 Perdido Street, Suite 9E06 – City Hall, New Orleans, LA 70112.

H. For any claims related to this Agreement, the RTA's insurance coverage shall be primary insurance with respect to the City, its departments, political subdivisions, officers,

officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall not contribute to the RTA's coverage.

I. **Claims Made Policies.** If applicable, the retroactive date must be shown before the date of the Agreement or the beginning of work. If the coverage is cancelled or non-renewed and not replaced with another claims made policy, the RTA must purchase "extended reporting" coverage for a minimum of three (3) years after the termination of this Agreement.

J. **Waiver of Subrogation.** The RTA and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under the insurance required by this Agreement.

K. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, allowed to expire, nor altered without prior notice to the City of at least thirty (30) days.

L. **Acceptability of Insurers.** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

M. **Notice.** Within ten (10) calendar days of the City's request, the RTA will provide the following documents to the City of New Orleans at City of New Orleans, Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: Zero Transit Fare CEA: copies of all policies of insurance, including all policies, forms, and endorsements. Without notice from the City, the RTA will (1) replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement, and (2) substitute its insurance coverage with coverage acceptable to the City within thirty (30) days, if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

N. **Special Risks or Circumstances.** The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE IX - PERFORMANCE MEASURES

A. **Factors.** The City will measure the performance of the RTA according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; and timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. **Failure to Perform.** If the RTA fails to perform according to the Agreement, the City will notify the RTA. If there is a continued lack of performance after notification, the City may declare the RTA in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will seek full recovery from the RTA.

ARTICLE X - NON-DISCRIMINATION

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the RTA (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental

disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the RTA's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the RTA will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the RTA in any of the RTA's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the RTA. The RTA agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, *Title VI*, and *Title VII of the Civil Rights Act of 1964*, *Section V of the Rehabilitation Act of 1973*, and the *Americans with Disabilities Act of 1990*.

C. Incorporation into Subcontracts. The RTA will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if the RTA fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XI - INDEPENDENT ENTITY

A. Independent Entity Status. The RTA is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself nor any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the RTA, as an independent contractor as defined in *La. R.S. 23:1021(7)*, for any benefits or coverage as provided by the *Workmen's Compensation Law of the State of Louisiana*. Under the provisions of *La. R.S. 23:1034*, any person employed by the RTA will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The RTA, as an independent contractor, is being hired by the City under this Agreement for hire and defined in *La. R.S. 23:1472(12)(E)*, and neither the RTA nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the Parties, because (1) the RTA has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (2) the services to be performed by the RTA are outside the normal course and scope of the City's usual business; and (3) the RTA has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The RTA, as an independent contractor, will not receive from the

City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XII - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Gilbert Montañño
Chief Administrative Officer
City of New Orleans
1300 Perdido Street, Suite 9E06
New Orleans, LA 70112

&

Tricia Diamond, Ph.D.
Chief Administrative Office
City of New Orleans City Hall
1300 Perdido Street, Suite 9E06
New Orleans, LA 70112

&

Donesia D. Turner
City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To RTA:

Giselle Banks
New Orleans Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119

With a copy to:

General Counsel
New Orleans Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.

C. Notification of Change. Each Party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XIII - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

B. Assignment. This Agreement and any part of the RTA's interest in it are not assignable nor transferable without the City's prior written consent.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. Construction of Agreement. Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

E. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

F. Exhibits. The following documents are incorporated into this Agreement: *Memorandum of Understanding between Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board*, attached and incorporated herein as **Exhibit "A"** and the *Federal Compliance Provisions*, attached and incorporated herein as **Exhibit "B"**. If any Exhibit differs, in whole or in part, with this Agreement, the higher standard, and the longer timeline, etc., shall prevail, unless the Parties mutually agree otherwise.

G. Jurisdiction. The RTA consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the RTA.

H. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement, in any incorporated documents, or expressly imposed by law.

I. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a Party to this Agreement.

J. Non-Solicitation Statement. The RTA has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The RTA has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

K. Non-Waiver. The failure of either Party to insist upon strict compliance with any

provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect nor constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

L. Order of Documents. In the event of any conflict between the provisions of this Agreement, any incorporated documents, the terms and conditions of the documents will apply in this order: Exhibit "B"; Agreement; Exhibit "A".

M. Ownership Interest Disclosure. The RTA will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the RTA and stating that no other person holds an ownership interest in the RTA via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the RTA fails to submit the required affidavit, the City may, after thirty (30) days' written notice to the RTA, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

N. Ownership of Records. All records, reports, documents, and other material delivered or transmitted to the RTA by the City, shall remain the property of the City, and shall be returned by the RTA to the City, at the termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the RTA in connection with performance of the services contracted for herein, shall become the property of the City, and shall, upon request, be returned by the RTA to the City at the termination or expiration of this Agreement. The City shall not be restricted in any way whatsoever in the use of such material. The Office of Inspector General may request said records and work product that relate to this Agreement in accordance with *City Code §2-1120*.

O. Prohibition of Financial Interest in Agreement. No elected official nor employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the RTA, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the RTA pursuant to this Agreement without regard to the RTA's otherwise satisfactory performance of the Agreement.

P. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Q. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

R. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, then the unenforceable provision shall be fully severable. The remaining provisions of

the Agreement shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

S. **Special Conditions for Agreements with Contractors using ARP Funds.** The *Federal Compliance Provisions*, attached as Exhibit "B" to this Agreement, are expressly incorporated into this Agreement and effective immediately, as the City has indicated that it will or may seek ARP Program funding from Treasury in connection with the Services to be performed under this Agreement. The RTA shall attest to and acknowledge Exhibit "B", by affixing its signature on the last page of Exhibit "B", which is required for agreements with compensation that exceed \$100,000.00.

T. **Subcontractor Reporting.** Upon the City's request, the RTA will provide a list of all natural or artificial persons who are retained by the RTA at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the RTA's work for the City. For any subcontractor proposed to be retained by the RTA to perform work on the Agreement with the City, the RTA must provide notice to the City within thirty (30) days of retaining that subcontractor. If the RTA fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the RTA, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

U. **Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, insurance, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

V. **Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIV - COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an originally signed copy of this Agreement. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the RTA, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2024.

**FORM AND LEGALITY APPROVED:
LAW DEPARTMENT**

BY: _____

PRINTED NAME: _____

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

BY: _____
LONA EDWARDS HANKINS, CHIEF EXECUTIVE OFFICER

FEDERAL TAX I.D.

[EXHIBITS FOLLOW ON THE NEXT PAGE]

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

[COVER PAGE]

Memorandum of Understanding

City of New Orleans Opportunity Youth Zero Fare Pilot Program

This Memorandum of Understanding (MOU) between **Ride New Orleans ("RIDE")**, the **New Orleans Public Library ("NOPL" or "Library")** and the **New Orleans Children and Youth Planning Board ("NOLA CYPB")** is entered into effective this date, 03/07/2024 for the completion of activities for the New Orleans Youth Zero Fare (Opportunity Pass) Pilot Program. This program will result in the completion of a pilot program to study the benefits of zero-fare transit for Orleans Parish residents from ages 16-24.

In 2023, the City of New Orleans created a Youth Fare Transportation fund for the purpose of funding "programs executed by the New Orleans RTA that provide free public transit for our youth," and has made a one-time allocation of \$2.5 million from American Rescue Plan funds for the program. These funds are being used to support a one-year pilot program that will make free RTA passes available to Orleans Parish residents aged 16-24, which is anticipated to launch in the Summer of 2024. The purpose of the pilot program is to learn from participants and gather detailed data that will support the design and implementation of a permanent program.

The pilot program will be administered through a partnership between the Regional Transit Authority, New Orleans Public Library, Ride New Orleans, and NOLA CYPB:

- The NOLA Public Library will administer the program and oversee enrollment and pass distribution.
- Ride New Orleans will assist with program development, administration, and outreach and will oversee impact assessment and reporting.
- NOLA CYPB would assist with program development and OY provider outreach.
- The Regional Transit Authority will provide ridership/financial data to facilitate program development, coordinate the fare media being used for the pilot through the Le Pass app, and release data on pass usage.

I. Purpose and Terms

The purpose of this agreement is to establish an agreement among RIDE, NOPL, and NOLA CYPB concerning their respective roles and responsibilities for implementation of certain activities which are part of the overall Zero Fare Pilot Program. The terms of this agreement are contingent upon:

- The execution of a Cooperative Endeavor Agreement (CEA) between **Ride New Orleans** and the **City of New Orleans** to undertake the activities described in the agreement.
- The execution of a Cooperative Endeavor Agreement (CEA) between the **Regional Transit Authority** and the **City of New Orleans** to undertake the activities described in the agreement.

II. Period of Agreement

This agreement is for a period of two years. The agreement becomes effective upon the signing of all parties to this agreement. This agreement may be modified, renewed or extended upon the written consent of all parties.

III. Activities and Funding

A. Project Activities and Tasks

- **Task 1** is project management, running from approximately January 2024 to the conclusion of the project in December 2025.
- **Task 2** is program design, envisioned to run from January to April 2024, where the details of the project will be finalized.
 - Task 2 also includes the development of materials such as training guides that will be used for task 3.
- **Task 3** is training and implementation, anticipated to run from April to June 2024 in preparation for the one-year year pilot.
- **Task 4** is marketing and outreach, anticipated to run from April 2024 to December 2024.
- **Task 5** is program administration, involving the day-to-day management of the program by the library, including signing people up, reporting data on program usage, and billing the city for fare reimbursements.
- **Task 6** is evaluation and data reporting, an assessment of the program's success and participant involvement.

B. Project Timeline

The zero fare pilot is anticipated to run for a period of one year and to launch publicly in July 2024 and conclude in June 2025. This timeline is subject to the execution of all agreements described in Part I at least 90 days prior to the initiation of Task 5. The launch date and/or duration of the pilot program may be modified with the written agreement of all parties.

1. Project management (January 2024 - December 2025)
2. Program design (January - April 2024)
3. Training and implementation (April - September 2024)
4. Marketing and outreach (April - December 2024)
5. Program administration (July 2024 - June 2025)
6. Evaluation and data reporting (July 2024 - December 2025)

C. Roles and Responsibilities of undersigned parties

Ride New Orleans, the New Orleans Public Library, and NOLA CYPB will be responsible for the following activities:

The New Orleans Public Library (NOPL) will be the primary administrator for enrolling participants. The Library will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Distribute instructional materials and information to program participants.
- Administer in-person sign-ups for the Zero Fare pilot at all 15 library locations.
- Distribute program information to participants during the sign-up process.
- Collect intake questionnaire information from program participants, and maintain such information in a shared spreadsheet as part of program administration.
- Collaborate with marketing and outreach efforts through the library website, social media, and other channels.

Ride New Orleans will be responsible for the following activities:

- Convene and lead regular project management meetings during the program development phase, anticipated to occur monthly during the project development phase and quarterly thereafter.
- Develop an intake questionnaire for enrolling zero fare pilot participants. The intake questionnaire will collect sign-up and demographic information to be jointly approved by RIDE and NOPL with input from other project partners.
- Lead development of instructional materials and information for program participants, with input from other project partners.
- Lead development of training and outreach materials for project partners and Opportunity Youth service providers.
- Hire and train three (3) opportunity youth ambassadors to oversee youth engagement and education activities associated with the pilot, and to assist with pilot troubleshooting and implementation.
- Develop and administer a paid, quarterly panel survey of opportunity youth pilot participants to assess program impacts.
- During the program administration phase of the project, provide quarterly reporting to the City and other partners regarding project status, enrollment, program usage.
- In collaboration with NOLA CYPB, co-create the final results report for the pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability.

NOLA CYPB will be responsible for the following activities:

- Co-create operational plan for pilot program implementation
- Troubleshoot and monitor plan implementation to ensure successes

- Follow-up and feedback across relevant audiences to inform successes and course-corrections
- Hold agenda for pilot planning and implementation updates, invitations, and results in existing standing OY Provider meetings, and convene additional meetings as needed
- Advance and monitor pilot program through trusted relationships with OY Provider Community
- Co-create results report for pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability.

All parties will provide access to relevant data and findings gained through the project activities.

D. Roles and Responsibilities of other partners

The City of New Orleans will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Assist with program design and administration to ensure compliance with applicable City regulations and American Rescue Plan requirements.
- Provide necessary reporting to the Federal government on ARP funds usage
- Assist with promotion and outreach of the zero fare pilot program through City websites, social media, and other channels
- Reimburse the Regional Transit Authority for fare revenue based on the agreed-upon fare structure.
- Reimburse other parties for documented administrative outreach and marketing costs included in the budget.

The Regional Transit Authority will supply passes for the Zero Fare pilot through the Le Pass app. The RTA will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Develop an appropriate fare media option through the Le Pass app which:
 - Allows NOPL to enroll participants in the Zero Fare pilot program
 - Allows tracking of actual usage by pilot participants
- Collect and report usage data for program participants
- Invoice the City of New Orleans to reimburse fare revenue.
- Respond to technical questions and provide information to the project team regarding Le Pass.
- Provide access to relevant data on pass usage as needed
- Assist with program promotion through the RTA website and social media.

E. Funding

There will be no exchange of funds between RIDE, NOLA CYPB, and NOPL for the purposes of this project. It is anticipated that program development, outreach and administration expenses incurred by NOLA CYPB and RIDE will be compensated by the City of New Orleans up to the amounts described in **Appendix A (NOLA CYPB Budget)** and **Appendix B (Ride New Orleans Budget)**.

It is anticipated that the RTA will invoice the City for participants enrolled in the program under a billing structure to be determined in agreement with the City of New Orleans. It is anticipated that the program will be billed on a per-ride basis using a fare capping structure. For 19-24 riders, the RTA will be reimbursed \$1.25 per ride, up to a maximum reimbursement of \$3 per day, \$45 per month. For 16-18 riders, the RTA will be reimbursed \$0.50 per ride, up to a maximum of \$1 per day and \$18 per month.

IV. Project Coordination and Decision Making

RIDE, NOPL, and NOLA CYPB will attend regular project coordination meetings, and adhere to the commitments made in project meetings in support of the project outcomes.

V. Data Sharing & Confidentiality

The parties agree to share necessary data and information relevant to the program for the purpose of achieving the program objectives.

Both parties acknowledge the sensitive nature of program participant data gathered during the pilot and agree to maintain confidentiality. Confidential information shall not be disclosed to third parties without prior written consent from all parties.

VI. Conflict Resolution

In the event of conflicts or disputes arising during the collaboration, the parties agree to engage in constructive dialogue and mediation to seek resolution. If mediation fails to resolve the issue, the parties may seek assistance from a mutually agreed-upon third party or seek legal counsel as a last resort.

VII. Termination

This Memorandum of Understanding may be terminated by mutual agreement of both parties or by either party upon providing written notice to the other party at least thirty (30) days in advance. Termination shall not affect the rights and obligations accrued prior to the termination date.


Upon receipt of written notice of termination, both parties shall engage in good faith efforts to conclude outstanding activities and responsibilities in an orderly manner. All property,

documents, and records shall be returned to their respective owners, and both parties shall fulfill any outstanding obligations prior to the termination date.

VIII. Authorization

By signing this document, the undersigned parties agree to the responsibilities described in this MOU.

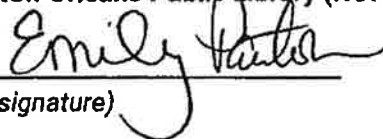
Ride New Orleans (RIDE)


(signature)

Courtney Jackson,
Executive Director
(representative name and title)

03/07/2024
(date)


New Orleans Public Library (NOPL)


(signature)

Emily Panton
Executive Director
(representative name and title)

3/7/2024
(date)

New Orleans Children and Youth Planning Board (NOLA CYPB)


(signature)

Karen Evans,
Executive Director
(representative name and title)

03/07/2024
(date)

Appendix A - NOLA CYPB Budget:

ZERO FARE TRANSIT PILOT PROGRAM IMPLEMENTATION (2024)

| Deliverable Description | Budget Narrative | Total Cost |
|--|--|------------------------|
| THOUGHT PARTNERSHIP <ul style="list-style-type: none"> Co-create operational plan for pilot program implementation Troubleshoot and monitor plan implementation to ensure successes Follow-up and feedback across relevant audiences to inform successes and course-corrections | 8 hours / month of CYPB Team time x CYPB Team rate of \$90/hour x 10 months total + 26% of CYPB Team Benefits | \$7,200 \$1,872 |
| Thought Partnership Subtotal: | | \$9,072 |
| ACCESS, INFO & RELATIONSHIP CONVENERS FOR OPPORTUNITY YOUTH (OY) PROVIDERS <ul style="list-style-type: none"> Hold agenda for pilot planning and implementation updates, invitations, and results in existing standing OY Provider meetings, and convene additional meetings as needed Advance and monitor pilot program through trusted relationships with OY Provider Community | 2 hours / month of CYPB Team time x CYPB Team rate of \$90/hour x 10 months total + 26% of CYPB Team Benefits | \$1,800 \$468 |
| Access, Info & Relationship Conveners for OY Participants Subtotal: | | \$2,268 |
| METRICS & EVALUATION <ul style="list-style-type: none"> Co-create results report for pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability | 75 hours total of contracted CYPB Data Lead time at rate of \$45/hour | \$3,375 |
| Metrics and Evaluation Subtotal: | | \$3,375 |
| PROGRAM TOTAL: | | \$14,715 |

Appendix B - Ride New Orleans Budget:

ZERO FARE TRANSIT PILOT PROGRAM IMPLEMENTATION (2024)

| Deliverable Description | Budget Narrative | Total Cost |
|---|---|-------------------------------------|
| OPPORTUNITY YOUTH AMBASSADOR PROGRAM <ul style="list-style-type: none"> The Ambassador will serve as a part-time Opportunity Youth (OY) engagement specialist working directly with the Zero-Fare pilot team creating and participating in OY engagement. Ambassadors will facilitate youth engagement and education and lead outreach on Zero-Fare initiative. | 3 opportunity youth ambassadors x 60 hours / month per ambassador x 8 months total | \$28,800 |
| Opportunity Youth Ambassador Program Subtotal: | | \$28,800 |
| PROJECT ADMINISTRATION AND OUTREACH <ul style="list-style-type: none"> Convene and lead regular project management meetings during the program development phase. Develop the sign-up questionnaire for OY pilot participants in collaboration with other partners. Lead development of training and outreach materials for project partners and Opportunity Youth service providers. | 20 hours / month of RIDE Team time x RIDE Team rate of \$108/hour x 6 months total Collateral and print costs for training and program outreach materials (2000 pages x \$0.75 per page color print) | \$12,960 \$1,500 |
| Project Administration and Outreach Subtotal: | | \$14,460 |
| PROGRAM ADMINISTRATION AND EVALUATION <ul style="list-style-type: none"> Develop and administer a paid, quarterly panel survey of opportunity youth pilot participants to assess program impacts. Provide quarterly reporting to the City and other partners regarding project status, enrollment, program usage. Co-create the final results report for the pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability. | 10 hours / month of RIDE Team time x RIDE Team rate of \$108/hour x 12 months total | \$12,960 |
| Program Administration and Evaluation Subtotal: | | \$12,960 |
| PROGRAM TOTAL: | | \$56,220 |