2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board of Commissioners

Meeting Agenda - Final-Revised

Tuesday, February 24, 2026 **10:00 AM** **RTA Board Room**

The New Orleans Regional Transit Authority (RTA) Board of Commissioners will hold an in-person public meeting on Tuesday, February 24, 2026, at 10:00 am. The meeting will begin at the scheduled time but may be delayed until a quorum is present and will be live streamed on the RTA website; masks are optional.

Written public comments on agenda items may be submitted by 1) completing a speaker card on the day of the meeting; 2) email to rtaboard@rtaforward.org prior to the meeting; 3) U.S. mail to RTA, Office of Board Affairs, 2817 Canal Street, New Orleans, LA 70119. This meeting is accessible to persons with disabilities, and accommodation requests must be made at least 72 hours in advance by contacting the Office of Board Affairs at 504-827-8341 or rtaboard@rtaforward.org.

1. Call to Order

2. Roll Call

3. Consideration of Meeting Minutes

[Board Meeting Minutes 01.27.26] **26-033**

4. Informational Reports

A. RTA Chairman’s Report

B. Operations & Administration Committee Chairman's Report

C. Finance Committee Chairman's Report

D. RTA General Counsel’s Report

E. RTA Chief Executive Officer's Report

F. Chief Transit Officer's Report

G. RTA Chief Financial Officer's Report

[December 2025 Financials] 26-032

5. La DOTD Annual Report by Kevin Lawson, SSO Program Manager

6. Consent Agenda

Adoption of State of Emergency and Disaster Recovery Policy (SAF7) 25-113

Distracted Driving Policy (SAF 2) Amendment #1 25-163

Contract Award for Vehicle Fluids and Lubricants 25-174

Jury Duty Policy (HR30) Amendment No.1 26-007

Smoking & Vape Free Workplace Policy (GEN7) Amendment #1 26-017

Approval of the 2026 RTA Agency Safety Plan 26-018

RTA1 Drydocking and Maintenance Contract Award 26-020

Change Order for Transit Security Services - SEAL 26-026

7. Items Requiring Board Action

Ratification of the Cooperative Endeavor Agreement (CEA) Between the New Orleans Regional Transit Authority (RTA) and the Orleans Parish Sheriff's Office (OPSO) for the 2026 Mardi Gras Season 26-027

8. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

9. Audience Questions and Comments

10. Executive Session scheduled pursuant to La. Rev. Stat. § 42:17A(2) to discuss the following litigation (2/3RDS VOTE TO CONSIDER):

a. Sharrika Bell vs. Progressive Paloverde Ins. Co. CDC 2023-7711

b. Jennie Green vs. RTA CDC 2023-11837

c. Steven A. Manuel vs. RTA CDC 2023-11779

11. Adjournment

[02.24.26 Board Meeting PowerPoint] **26-036**

File #: 26-033 **Board of Commissioners**

[Board Meeting Minutes 01.27.26]

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board of Commissioners

Meeting Minutes - Draft

Tuesday, January 27, 2026	10:00 AM	RTA Board Room

The New Orleans Regional Transit Authority (RTA) Board of Commissioners will hold an in-person public meeting on Tuesday, January 27, 2026, at 10:00 am. The meeting will begin at the scheduled time but may be delayed until a quorum is present. Agenda related material is accessible on the agency's website, along with recordings of previous meetings. Written public comments on agenda items may be submitted by 1) completing a speaker card on the day of the meeting; 2) email to rtaboard@rtaforward.org prior to the meeting; 3) U.S. mail to RTA, Office of Board Affairs, 2817 Canal Street, New Orleans, LA 70119. This meeting is accessible to persons with disabilities, and accommodation requests must be made at least 72 hours in advance by contacting the Office of Board Affairs at 504-827-8341 or rtaboard@rtaforward.org.

1. Call to Order

Present:	Chairperson Fred Neal, Commissioner Flozell Daniels, Commissioner Louis Colin, Commissioner Mitchell Guidry, Commissioner Mariah Moore, and Commissioner Timolyn Sams
Absent:	Vice-Chairman Art Walton

2. Roll Call

Commissioners Present: Commissioner Colin, Commissioner Daniels, Commissioner Guidry, Commissioner Moore, Commissioner Neal and Commissioner Sams

Commissioner Absent: Commissioner Walton

3. Consideration of Meeting Minutes

A motion was made by Commissioner Daniels, seconded by Commissioner Colin to approve the Board Meeting Minutes from December 6, 2025. The motion carried by the following vote:

Aye: Chairperson Neal, Commissioner Daniels, Commissioner Colin, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Vice-Chairman Walton

[Board of Commissioners Meeting - December 16. 2025] **26-019**

4. Informational Reports

A. RTA Chairman's Report

Commissioner Neal stated that on the agenda is the agreement with the two unions ULU Local 100 and ATU Local 1560. He stated that he took the bus to a parade on Saturday and it was a great experience. He thanked staff and the Board for doing great work.

B. Operations & Administration Committee Chairman's Report

Commissioner Sams stated that at the Operations and Administration Meeting on October 8, 2026, there were reports that focused on the riders' experience and the day-to-day operations of the organization. There was also a report on the RTA's Service Disruption Plan to show how disruptions will be communicated to riders and a update on the Service Improvements in Algiers.

C. Finance Committee Chairman's Report

Commissioner Colin stated that the Finance Committee recommended that Paratransit Software Services be brought before the full Board for approval and he thanked staff again for the 2026 Budget.

D. RTA General Counsel's Report

None

E. RTA Chief Executive Officer's Report

The monthly Chief Executive Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

Report Highlights - CEO:
The Employees of the month for December were presented to the Board, and staff hosted the Transportation Safety Institute (TSI Training) workshop in the Boardroom on January 21-23, 2026.

2026 Mardi Gras Guide
Links to the 2026 Parade Schedule and Detour Information available at Norta.com/mardi-gras-2026.
Online version of our Guide available at Norta.com/Mardi-Gras-2026.
Printed versions are available at our regular locations.

Five Year Report
This Report was mailed out to staff and will be included in different trade magazines.

Intergovernmental Affairs
Staff mit with Senator Cassidy team and give them an update on the Downtown Transit Project and use the piggyback system for the RTA to purchase more buses.

The Electric Buses will be put into service in the later part of the year and used in New Orleans East.

The extra buses needed during Mardi Gras will be pulled from the contingency fleet.

Commissioner Colin stated that the Mardi Gras Brochure was great information for the riding public.

F. Chief Transit Officer's Report

The monthly Chief Transit Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

Early trips are being proactively negotiated with customers
Dispatchers are actively monitoring trips, will add drivers/ runs as needed
Supervisors and Managers are doing route checks
Manifests are being checked daily by the Manager and Director

This new software will solve a lot of the issues that the RTA is having with the riders. This software will make the necessary changes needed to get the operators to the riders on time.

Commissioner Colin would like to know the agencies that are benefiting from this new software.

The total ridership is between 17,000 to 18,000 rider and the subscription riders are between 25-30%.

The elderly that can use the app will and the rest of the community will continue to call into the agency and staff will go out to different agencies and train the elderly on the new application.

G. RTA Chief Financial Officer's Report

The monthly Chief Financial Officer's Report was given and can be found in the PowerPoint Presentation for the Board Meeting.

[November 2025 Financials] **26-016**

5. Consent Agenda

Commissioner Daniels moved and Commissioner Sams seconded to adopt the Consent Agenda. Resolution No. 26-001 was adopted unanimously.

A motion was made by Commissioner Daniels, seconded by Commissioner Sams to adopt the Consent Agenda. The motion carried by the following vote:

Aye: Chairperson Neal, Commissioner Daniels, Commissioner Colin, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Vice-Chairman Walton

Extension of CEA for Janitorial Services **25-175**

This Resolution was adopted.

Resolution No. 26-002
Enactment No: 26-002

6. Board Action Items

A. Authorizations

Authorization to Negotiate and Execute a Cooperative Endeavor Agreement (CEA) Between the Regional Transit Authority (RTA) and the City of New Orleans for the provision of transit services for Mardi Gras 2026-2027 seasons **25-148**

Commissioner Colin move and Commissioner Moore seconded to adopt the CEA between RTA and the City of New Orleans for the provision of Transit Services for Mardi Gras 2026-2027 seasons. Resolution No. 26-003 was adopted unanimously.

A motion was made by Commissioner Colin, seconded by Commissioner Moore and adopted. The motion carried by the following vote:

Aye: Chairperson Neal, Commissioner Daniels, Commissioner Colin, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Vice-Chairman Walton

Enactment No: 26-003

RTA Labor Agreement with ULU Local 100 **25-169**

This is a 3 1/2 year contract and currently there are 105 Administrative Employees who are eligible to join this union and there are less than 10 paid members.

Commissioner Daniels moved and Commissioner Sams seconded to adopt the

RTA Labor Agreement with ULU Local 100. Resolution No. 26-004 was adopted unanimously.

A motion was made by Commissioner Daniels, seconded by Commissioner Sams and adopted. The motion carried by the following vote:

Resolution No. 26-006

Aye: Chairperson Neal, Commissioner Daniels, Commissioner Colin, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Vice-Chairman Walton

Enactment No: 26-004

RTA Labor Agreement with ATU Local 1560 **26-015**

This is a 3-year contract and currently there are over 500 members.

Commissioner Colin moved and Commissioner Daniels seconded to adopt the RTA Labor Agreement with ATU Local 1560. Resolution No. 26-005 was adopted unanimously.

A motion was made by Commissioner Colin, seconded by Commissioner Daniels and adopted. The motion carried by the following vote:

Aye: Chairperson Neal, Commissioner Daniels, Commissioner Colin, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Vice-Chairman Walton

Enactment No: 26-005

B. Procurements

Contract Award for Paratransit Software Services **25-165**

This item was brought before the Finance Committee and the Committee decided not to include it on the Consent Agenda and instead bring this Item before the Full Board.

Commissioner Guidry stated that currently Paratransit was using the Trapeze Software and the maps are outdated and these maps are for fixed route not Paratransit and the new maps will give you turn by turn directions and the maintenance agreement for this new contract is $262,000 for the first year and $218,000 for the following years and the maintenance agreement with Trapeze is free and Trapeze would be far less than the $1.3Million for this new software contract.

Commissioner Guidry stated that with this new software everyone in the department will need to be trained and this will take approximately 6 months.

Commissioner Guidry stated that it is his fiduciary responsibility to the transit agency, the riding public and the tax-payers that the issues with Paratransit can be fixed at a much lower cost and the vendors headquarters was raised by the Federal Authority for questionable procurement activities with Governmental Entities.

Commissioner Guidry asked for a full cost analysis be conducted and that General Counsel provide clarity on the Federal allegations on this vendor he will not be supporting this procurement item for approval.

Commissioner Daniels stated that the RTA has a great Procurement Department.

The Director of Mobility & Alternative Modes for Paratransit stated that he has put in many help desk tickets for Trapeze with no help. The system has not been updated or automated since it was implemented in 1986. The settings for Trapeze is very complicated and not user friendly.

Commissioner Moore stated that you get what you pay for and she would like staff to give the pros and cons of each software.

Commissioner Neal stated that this would be a 3-year contract and after 3 years the agency can opt to put the contract back on the street.

Commissioner Moore stated that she was willing to take the chance on the new software and if it doesn't work to end the contract.

Commissioner Sams would like to see an annual evaluation to show if the agency is getting what it is paying for.

Commissioner Colin would like to know if this item could be tabled.

Lona Hankins stated that the community does not have the time nor patience to delay this item.

Commissioner Guidry stated that Trapeze maintenance agreement needs to be finalized by the month of March and is still free.

Commissioner Neal stated that there may be better options, but he feels that the Procurement Department did its due diligence and vetted this vendor.

Commissioner Moore thanked Commissioner Guidry for raising the concerns that he had.

Commissioner Daniels moved and Commissioner Sams seconded to adopt the Contract Award for Paratransit Software Services.

A roll call vote was taken as follows:

Commissioner Neal	Yea
Commissioner Walton	Absent
Commissioner Daniels	Yea
Commissioner Colin	Yea
Commissioner Guidry	Nay
Commissioner Moore	Yea
Commissioner Sams	Yea

Resolution No. 26-006 was adopted with 5 Yeas, 1 Absent and 1 Nay.

A motion was made by Commissioner Daniels, seconded by Commissioner Sams and adopted. The motion carried by the following vote:

Aye: Chairperson Neal, Commissioner Daniels, Commissioner Colin, Commissioner Moore, and Commissioner Sams

Nay: Commissioner Guidry

Absent: Vice-Chairman Walton

Enactment No: 26-006

Contract Award for Single, Financial Audit Services **26-014**

The Board was informed that the existing vendor (CRI) did not respond to this RFP.

Commissioner Daniels moved and Commissioner Sams seconded to adopt the Contract Award for Single, Financial Audit Services. Resolution No. 26-007 was adopted unanimously.

Enactment No: 26-007

C. Ratifications

Ratification of Payment of CY 2025 Louisiana Second Injury Fund Assessment **26-001**

Commissioner Daniels moved and Commissioner Moore seconded to adopt the Ratification of Payment of CY2025 Louisiana Second Injury Fund Assessment. Resolution No. 26-008 was adopted unanimously.

A motion was made by Commissioner Daniels, seconded by Commissioner Moore and adopted. The motion carried by the following vote:

Aye: Chairperson Neal, Commissioner Daniels, Commissioner Colin, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Vice-Chairman Walton

Enactment No: 26-008

7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

8. Audience Questions and Comments

No speakers. Information regarding Mardi Gras and service alerts were provided to riders.

A motion was made by Commissioner Daniels, seconded by Commissioner Moore and approved. The motion carried by the following vote:

Aye: Chairperson Neal, Commissioner Daniels, Commissioner Colin, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Vice-Chairman Walton

9. Executive Session (2/3RDS VOTE TO Consider)

A motion was made by Commissioner Daniels and seconded by Commissioner Moore to go into Executive Session.

A motion was made by Commissioner Daniels and seconded by Commissioner Sams to come out of Executive Session and reconvene the regular meeting. Commissioner Colin was absent when the Board returned to regular session.
The motion carried by the following vote:

Aye: Chairperson Neal, Commissioner Daniels, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Vice-Chairman Walton, and Commissioner Colin

• David King vs. RTA et al; CDC 2024-4244

A motion was made by Commissioner Daniels, seconded by Commissioner Moore to accept the recommendation from General Counsel. The motion carried by the following vote:

Aye: Chairperson Neal, Commissioner Daniels, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Vice-Chairman Walton, and Commissioner Colin

• Chantel Bailliet vs.RTA CDC 2023-11587

A motion was made by Commissioner Sams, seconded by Commissioner Moore to accept the recommendation from General Counsel. The motion carried by the following vote:

Aye: Chairperson Neal, Commissioner Daniels, Commissioner Guidry, Commissioner Moore, and Commissioner Sams

Absent: Vice-Chairman Walton, and Commissioner Colin

• Craig Jacobs vs. RTA CDC 2023-12404

A motion was made by Commissioner Sams, seconded by Commissioner Daniels to accept the recommendation from General Counsel. The motion carried by the following vote:

Aye:	Chairperson Neal, Commissioner Daniels, Commissioner Guidry, Commissioner Moore, and Commissioner Sams
Absent:	Vice-Chairman Walton, and Commissioner Colin

- Phillip Lawrence Cowen vs. RTA CDC 95-8646

A motion was made by Commissioner Moore and seconded by Commissioner Sams to accept the recommendation of General Counsel. The motion carried by the following vote:

Aye:	Chairperson Neal, Commissioner Daniels, Commissioner Guidry, Commissioner Moore, and Commissioner Sams
Absent:	Vice-Chairman Walton, and Commissioner Colin

10. Adjournment

Commissioner Daniel moved and Commissioner Sams seconded to adjourn the Board Meeting of January 27, 2026. The motion was approved unanimously.

[01.27.26 Board Meeting PowerPoint] **26-031**

File #: 26-032 **Finance Committee**

[December 2025 Financials]

December 2025
Analysis of Financials

Budget	Actuals	Variances Amount	Variances %age	Explanation of Variance
Passenger Revenue				
11,906,432	10,771,082	(1,135,350)	(9.5%)	Passenger Fares were 9.5% ($1.1M) under projections through December while ridership was 7.9% (1.2M) under budget.
Sales Tax				
109,953,126	105,149,264	(4,803,862)	(4.4%)	Sales tax collections were 4.4% under projections through December.
Labor				
68,460,671	65,319,416	3,141,255	4.6%	Labor was $3.1M (4.6%) under budget through December.
Fringe Benefits				
22,722,422	25,126,344	(2,403,922)	(10.6%)	Fringe Benefits were 10.6% ($2.4M) over projections through December, primarily due to higher-than-anticipated hospital medical benefit costs.
Services				
19,158,293	14,996,640	4,161,653	21.7%	Most Service line items were well under budget through December. Professional/Technical Services (legal fees, consultants, other outside services, etc.), Contract Maintenance Services and Private Security are the main contributors to these shortfalls.
Materials and Supplies				
14,208,507	12,150,441	2,058,066	14.5%	Diesel fuel prices for the month of December were budgeted at $3.55/gal. (excl. $0.21/gal. tax). Actual diesel fuel prices for December averaged $2.16/gal. (before taxes), which was $1.39/gal. under budget and $0.27 below the average price for November. Diesel fuel consumption for December was 55,604 gallons under budget.
Taxes				
426,030	50,635	375,395	88.1%	All taxes were under budget through December.
Miscellaneous Expenses				
1,008,205	763,174	245,031	24.3%	Miscellaneous expenses, including travel and other miscellaneous, were 24.3% under budget through December.

CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
December 31, 2025
Unaudited

	Current Month				Year to Date					CY2025
	Budget	Actual	$ Var.	%Var.	Budget	Adjustments	Actual	$ Var.	%Var.	Budget
Operating Revenues										
Passenger Fares	992,203	1,260,349	268,146	27.03%	11,906,432	98,049	10,771,082	(1,135,350)	(9.54%)	11,906,432
General Use Sales Tax	7,676,539	5,834,175	(1,842,364)	(24.00%)	92,118,471	621,536	91,532,451	(586,020)	(0.64%)	92,118,471
State Motor Vehicle Sales Tax	635,906	282,345	(353,561)	(55.60%)	7,630,875	21,668	6,066,553	(1,564,322)	(20.50%)	7,630,875
Hotel/Motel Sales Tax	850,315	510,717	(339,598)	(39.94%)	10,203,780	660,526	7,550,260	(2,653,520)	(26.01%)	10,203,780
Other Revenue	221,190	232,952	11,762	5.32%	2,654,281	354,395	5,633,915	2,979,634	112.26%	2,654,281
Total Operating Revenues	**10,376,153**	**8,120,538**	**(2,255,615)**	**(21.74%)**	**124,513,839**	**1,756,174**	**121,554,261**	**(2,959,578)**	**(2.38%)**	**124,513,839**
Operating Expenses										
Labor	5,705,056	5,018,128	686,928	12.04%	68,460,671	2,775,923	65,319,416	3,141,255	4.59%	68,460,671
Fringe Benefits	1,893,535	1,998,156	(104,621)	(5.53%)	22,722,422	2,224,822	25,126,344	(2,403,922)	(10.58%)	22,722,422
Services	1,596,524	892,500	704,024	44.10%	19,158,293	755,955	14,996,640	4,161,653	21.72%	19,158,293
Materials and Supplies	1,184,042	731,656	452,386	38.21%	14,208,507	759,272	12,150,441	2,058,066	14.48%	14,208,507
Utilities	144,208	169,787	(25,579)	(17.74%)	1,730,500	30,686	1,765,355	(34,855)	(2.01%)	1,730,500
Casualty & Liability	986,667	1,173,670	(187,003)	(18.95%)	11,840,000	233,319	12,099,291	(259,291)	(2.19%)	11,840,000
Taxes	35,503	3,705	31,798	89.56%	426,030	(52,411)	50,635	375,395	88.11%	426,030
Miscellaneous	84,017	111,565	(27,548)	(32.79%)	1,008,205	5,726	763,174	245,031	24.30%	1,008,205
Leases and Rentals	20,000	38,555	(18,555)	(92.78%)	240,000	(4,476)	229,051	10,949	4.56%	240,000
Total Oper. Exp. (excl. Depr.)	**11,649,552**	**10,137,722**	**1,511,830**	**12.98%**	**139,794,628**	**6,728,816**	**132,500,347**	**7,294,281**	**5.22%**	**139,794,628**
Net Operating Revenue	**(1,273,399)**	**(2,017,184)**	**(743,785)**	**58.41%**	**(15,280,789)**	**(4,972,642)**	**(10,946,086)**	**4,334,703**	**(28.37%)**	**(15,280,789)**
TMSEL Legacy Costs										
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0	0.00%	0
TMSEL Health Benefit Costs	92,944	22,621	70,323	75.66%	1,115,331	(380,701)	335,068	780,263	69.96%	1,115,331
TMSEL All Other Costs	33,750	37,012	(3,262)	(9.67%)	405,000	(544,000)	695,263	(695,263)	#DIV/0!	405,000
Total TMSEL Legacy Costs	**126,694**	**59,633**	**67,061**	**52.93%**	**1,520,331**	**(924,701)**	**1,030,331**	**490,000**	**32.23%**	**1,520,331**
Net Rev. (Before Gov't. Asst.)	**(1,400,093)**	**(2,076,817)**	**(676,724)**	**48.33%**	**(16,801,120)**	**(4,047,941)**	**(11,976,417)**	**4,824,703**	**(28.72%)**	**(16,801,120)**
Maritime Operations										
Passenger Fares	92,207	47,187	(45,020)	(48.82%)	1,106,479	1,110	742,319	(364,160)	(32.91%)	1,106,479
Labor and Fringe Benefits	(23,873)	(14,010)	(9,863)	41.31%	(286,480)	(8,617)	(249,329)	(37,151)	12.97%	(286,480)
Services	(81,554)	0	(81,554)	100.00%	(978,652)	29,818	(160)	(978,492)	99.98%	(978,652)
Materials and Supplies	(45,433)	(7,108)	(38,325)	84.35%	(545,198)	(12,461)	(106,783)	(438,415)	80.41%	(545,198)
Taxes	(544)	(358)	(186)	34.19%	(6,522)	(871)	(5,340)	(1,182)	18.12%	(6,522)
Purchased Transportation	(1,028,806)	(887,748)	(141,058)	13.71%	(12,345,667)	(190,404)	(10,540,417)	(1,805,250)	14.62%	(12,345,667)
Other Operating Expenses	(44,281)	(1,330)	(42,951)	97.00%	(531,372)	(936)	(13,540)	(517,832)	97.45%	(531,372)
Preventive Maintenance	52,036	57,083	5,047	9.70%	624,438	114,167	171,250	(453,188)	(72.58%)	624,438
LA State Appropriations	250,000	0	(250,000)	(100.00%)	3,000,000	0	0	(3,000,000)	(100.00%)	3,000,000
State Subsidy	428,333	428,333	0	0.00%	5,140,000	856,670	5,140,000	0	0.00%	5,140,000
Total Maritime Operations	**(401,915)**	**(377,951)**	**(23,964)**	**(100.00%)**	**(4,822,974)**	**788,477**	**(4,862,000)**	**39,026**	**(100.00%)**	**(4,822,974)**
Government Operating Assistance										
Preventive Maintenance	1,672,860	1,905,373	232,513	13.90%	20,074,324	(3)	20,734,853	660,529	3.29%	20,074,324
State Parish Transportation	191,015	174,776	(16,239)	(8.50%)	2,292,180	0	2,051,217	(240,963)	(10.51%)	2,292,180
ARPA Funding and Other Operating Grants	478,852	20,384	(458,468)	(95.74%)	5,746,226	27,845	8,350,097	2,603,871	45.31%	5,746,226
FEMA Reimbursements	0	0	0	#DIV/0!	0	289,931	129,652	129,652	#DIV/0!	0
Total Government Oper. Asst.	**2,342,727**	**2,100,533**	**(242,194)**	**(10.34%)**	**28,112,730**	**317,773**	**31,265,819**	**3,153,089**	**11.22%**	**28,112,730**
Net Revenue (After Gov't. Asst.)	**540,719**	**(354,235)**	**(942,882)**	**(174.38%)**	**6,488,636**	**(2,941,691)**	**14,427,402**	**8,016,818**	**123.55%**	**6,488,636**

CONSOLIDATED INCOME STATEMENT
BUDGET TO ACTUAL COMPARISON
December 31, 2025
Unaudited

	Current Month Budget	Actual	$ Var.	%Var.	Year to Date Budget	Adjustments	Actual	$ Var.	%Var.	
Net Revenue (After Gov't. Asst.)	**540,719**	**(354,235)**	**(942,882)**	**-174.38%**	**6,488,636**	**(2,941,691)**	**14,427,402**	**8,016,818**	**123.55%**	**6,488,636**
Government Non-Operating Rev. (Exp.)										
Federal - Capital (RTA)	2,690,160	949,126	(1,741,034)	(64.72%)	32,281,920	0	8,100,460	(24,181,460)	(74.91%)	32,281,920
Local - Capital (RTA)	1,141,840	237,282	(904,558)	(79.22%)	13,702,078	0	2,514,961	(11,187,117)	(81.65%)	13,702,078
Capital Expenditures (RTA)	(3,832,000)	(1,186,408)	2,645,592	(69.04%)	(45,983,998)	0	(11,408,463)	34,575,535	(75.19%)	(45,983,998)
Total Federal and State Sources (Ferry)	1,126,534	7,310	(1,119,224)	(99.35%)	13,518,414	0	37,333	(13,481,081)	(99.72%)	13,518,414
Other Local Sources/Restricted Capital Res. (Ferry)	317,238	0	(317,238)	(100.00%)	3,806,854	0	7,708	(3,799,146)	(99.80%)	3,806,854
Capital Expenses (Ferry)	(1,443,772)	(7,310)	(1,436,462)	99.49%	(17,325,268)	0	(171,017)	17,154,251	(99.01%)	(17,325,268)
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0	0.00%	0
Total Gov't. Non-Operating Rev. (Exp.)	**0**	**0**	**0**	**0.00%**	**0**	**0**	**(919,018)**	**(919,018)**	**0.00%**	**0**
Total Revenues (Expenses) Before Capital Expenditures and Debt	**540,719**	**(354,235)**	**(894,954)**	**(165.51%)**	**6,488,636**	**(2,941,691)**	**13,508,384**	**7,019,748**	**108.19%**	**6,488,636**
Capital Expenditures										
Interest Income - Capital (bonds)	1,147	32,669	31,522	2748.21%	13,764	(750)	338,286	324,522	100.00%	13,764
Other Interest Income	130,092	58,629	(71,463)	(54.93%)	1,561,100	5,995	867,078	(694,022)	(44.46%)	1,561,100
Debt Service	(671,958)	(154,528)	517,430	77.00%	(8,063,500)	506,502	(6,450,375)	1,613,125	20.01%	(8,063,500)
Total Capital Expenditures	**(540,719)**	**(63,230)**	**477,489**	**88.31%**	**(6,488,638)**	**511,747**	**(5,245,011)**	**1,243,627**	**19.17%**	**(6,488,638)**
Net Revenue less Capital Expenditures & Principal on Long Term Debt	**0**	**(417,465)**	**(417,465)**	**100.00%**	**(2)**	**(2,429,944)**	**8,263,373**	**8,263,375**	**100.00%**	**(2)**
Other Funding Sources										
Restricted Oper. / Capital Reserve	0	417,465	(417,465)	(100.00%)	0	2,429,944	(8,263,373)	8,263,373	(100.00%)	0
Total Other Funding	**0**	**417,465**	**(417,465)**	**(100.00%)**	**0**	**2,429,944**	**(8,263,373)**	**8,263,373**	**(100.00%)**	**0**
Net Revenue / Expense	**0**	**0**	**0**	**0.00%**	**(2)**	**0**	**0**	**2**	**0.00%**	**(2)**
Depreciation - Local	378,071	418,945	(40,874)	(10.81%)	4,536,847	0	4,880,912	(344,065)	(7.58%)	4,536,847
Depreciation - Federal	1,512,282	1,675,782	(163,500)	(10.81%)	18,147,389	0	19,523,655	(1,376,266)	(7.58%)	18,147,389
Total Depreciation	**1,890,353**	**2,094,727**	**(204,374)**	**10.81%**	**22,684,236**	**0**	**24,404,567**	**(1,720,331)**	**(7.58%)**	**22,684,236**

CONSOLIDATED INCOME STATEMENT
ACTUAL TO ACTUAL COMPARISON
December 31, 2025
Unaudited

	Current Month				Year to Date				
	Prior Yr.	Current Yr.	$ Var.	%Var.	Prior Yr.	Adjustments	Current Yr.	$ Var.	%Var.
Operating Revenues									
Passenger Fares	792,881	1,260,349	467,468	58.96%	10,289,046	98,049.00	10,771,082	482,036	4.68%
General Use Sales Tax	7,479,595	5,834,175	(1,645,420)	(22.00%)	87,144,921	621,536.00	91,532,451	4,387,530	5.03%
State Motor Vehicle Sales Tax	429,592	282,345	(147,247)	(34.28%)	6,333,028	21,668.00	6,066,553	(266,475)	(4.21%)
Hotel/Motel Sales Tax	571,707	510,717	(60,990)	(10.67%)	10,106,711	660,526.00	7,550,260	(2,556,451)	(25.29%)
Other Revenue	202,340	232,952	30,612	15.13%	2,494,994	354,395.31	5,633,915	3,138,921	125.81%
Total Operating Revenues	**9,476,115**	**8,120,538**	**(1,355,577)**	**(14.31%)**	**116,368,699**	**1,756,174**	**121,554,261**	**5,185,562**	**4.46%**
Operating Expenses									
Labor	4,910,237	5,018,128	(107,891)	(2.20%)	62,456,528	2,775,923	65,319,416	(2,862,888)	(4.58%)
Fringe Benefits	1,906,154	1,998,156	(92,002)	(4.83%)	21,387,158	2,224,822	25,126,344	(3,739,186)	(17.48%)
Services	755,526	892,500	(136,974)	(18.13%)	9,941,735	755,955	14,996,640	(5,054,905)	(50.85%)
Materials and Supplies	800,176	731,656	68,520	8.56%	11,379,851	759,272	12,150,441	(770,590)	(6.77%)
Utilities	83,042	169,787	(86,745)	(104.46%)	1,506,167	30,686	1,765,355	(259,188)	(17.21%)
Casualty & Liability	776,092	1,173,670	(397,578)	(51.23%)	9,311,753	233,319	12,099,291	(2,787,538)	(29.94%)
Taxes	35,775	3,705	32,070	89.64%	412,707	(52,411)	50,635	362,072	87.73%
Miscellaneous	39,580	111,565	(71,985)	(181.87%)	919,211	5,726	763,174	156,037	16.98%
Leases and Rentals	18,220	38,555	18,220	100.00%	193,897	(4,476)	229,051	(35,154)	(18.13%)
Total Oper. Exp. (excl. Depr.)	**9,324,802**	**10,137,722**	**(774,365)**	**(8.30%)**	**117,509,007**	**6,728,816**	**132,500,347**	**(14,991,340)**	**(12.76%)**
Net Operating Revenue	**151,314**	**(2,017,184)**	**(2,168,498)**	**(1433.11%)**	**(1,140,308)**	**(4,972,642)**	**(10,946,086)**	**(9,805,778)**	**859.92%**
TMSEL Legacy Costs									
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0	0.00%
TMSEL Health Benefit Costs	83,326	22,621	(60,705)	(72.85%)	1,204,501	(380,701)	335,068	(869,433)	(72.18%)
TMSEL All Other Costs	205,144	37,012	(168,132)	(81.96%)	2,036,272	(544,000)	695,263	(1,341,009)	(65.86%)
Total TMSEL Legacy Costs	**288,470**	**59,633**	**(228,837)**	**(79.33%)**	**3,240,772**	**(924,701)**	**1,030,331**	**(2,210,441)**	**(68.21%)**
Net Rev. (Before Gov't. Asst.)	**(137,157)**	**(2,076,817)**	**(1,939,660)**	**1414.19%**	**(4,381,080)**	**(4,047,941)**	**(11,976,417)**	**(7,595,337)**	**173.37%**
Maritime Operations									
Passenger Fares	61,034	47,187	(13,847)	(22.69%)	806,215	1,110	742,319	(63,896)	(7.93%)
Labor and Fringe Benefits	(22,604)	(14,010)	8,594	(38.02%)	(509,510)	(8,617)	(249,329)	260,181	(51.06%)
Services	(29,818)	0	29,818	(100.00%)	(2,941,987)	29,818	(160)	2,941,827	(99.99%)
Materials and Supplies	(43,464)	(7,108)	36,356	(83.65%)	(622,911)	(12,461)	(106,783)	516,128	(82.86%)
Taxes	(669)	(358)	311	(46.46%)	(6,284)	(871)	(5,340)	944	100.00%
Purchased Transportation	(821,122)	(887,748)	(66,626)	8.11%	(8,916,088)	(190,404)	(10,540,417)	(1,624,329)	18.22%
Other Operating Expenses	(144)	(1,330)	(1,186)	826.26%	(3,581)	(936)	(13,540)	(9,959)	278.13%
Preventive Maintenance	50,000	57,083	7,083	14.17%	553,970	114,167	171,250	(382,720)	(69.09%)
LA State Appropriations	0	0	0	0.00%	7,000,000	0	0	(7,000,000)	100.00%
State Subsidy	428,333	428,333	0	0.00%	6,284,997	856,670	5,140,000	(1,144,997)	(18.22%)
Total Maritime Operations	**(378,454)**	**(377,951)**	**503**	**(0.13%)**	**1,644,820**	**788,477**	**(4,862,000)**	**(6,506,820)**	**(395.59%)**
Government Operating Assistance									
Preventive Maintenance	1,288,604	1,905,373	616,769	47.86%	15,277,615	(3)	20,734,853	5,457,238	35.72%
State Parish Transportation	187,179	174,776	(12,403)	(6.63%)	1,992,169	0	2,051,217	59,048	2.96%
ARPA Funding and Other Operating Grants	14,390,553	20,384	(14,370,169)	(99.86%)	14,390,553	27,845	8,350,097	(6,040,456)	(41.98%)
FEMA Reimbursements	0	0	0	0.00%	0	289,931	129,652	129,652	0.00%
Total Government Oper. Asst.	**15,866,336**	**2,100,533**	**(13,765,803)**	**(86.76%)**	**31,660,337**	**317,773**	**31,265,819**	**(394,518)**	**(1.25%)**
Net Revenue (After Gov't. Asst.)	**15,350,726**	**(354,235)**	**(15,704,961)**	**(102.31%)**	**28,924,077**	**(2,941,691)**	**14,427,402**	**(14,496,675)**	**(50.12%)**

CONSOLIDATED INCOME STATEMENT
ACTUAL TO ACTUAL COMPARISON
December 31, 2025
Unaudited

	Current Month				Year to Date				
	Prior Yr.	Current Yr.	$ Var.	%Var.	Prior Yr.	Adjustments	Current Yr.	$ Var.	%Var.
Net Revenue (After Gov't. Asst.)	**15,350,726**	**(354,235)**	**(15,704,961)**	**-102.31%**	**28,924,077**	**(2,941,691)**	**14,427,402**	**(14,496,675)**	**-50.12%**
Government Non-Operating Rev. (Exp.)									
Federal - Capital (RTA)	1,343,538	949,126	(394,412)	(29.36%)	25,004,941	0	8,100,460	(16,904,481)	(67.60%)
Local - Capital (RTA)	335,885	237,282	(98,603)	(29.36%)	7,968,528	0	2,514,961	(5,453,566)	(68.44%)
Capital Expenditures (RTA)	(1,679,423)	(1,186,408)	493,015	(29.36%)	(32,973,469)	0	(11,408,463)	21,565,006	(65.40%)
Total Federal and State Sources (Ferry)	0	7,310	7,310	#DIV/0!	2,452,371	0	37,333	(2,415,038)	(98.48%)
Other Local Sources/Restricted Cap. Res. (Ferry)	0	0	0	#DIV/0!	613,093	0	7,708	(605,385)	(98.74%)
Capital Expenses (Ferry)	0	(7,310)	(7,310)	#DIV/0!	(3,831,830)	0	(171,017)	3,660,813	(95.54%)
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0	0.00%
Total Gov't. Non-Operating Rev. (Exp.)	**0**	**0**	**0**	**#DIV/0!**	**(766,366)**	**0**	**(919,018)**	**(152,652)**	**19.92%**
Total Revenues (Expenses) Before Capital Expenditures and Debt	**15,350,726**	**(354,235)**	**(15,704,961)**	**(102.31%)**	**28,157,711**	**(2,941,691)**	**13,508,384**	**(14,649,327)**	**(52.03%)**
Capital Expenditures									
Bond Interest Income	11,905	32,669	20,764	174.42%	142,859	(750)	338,286	195,427	136.80%
Other Interest Income	54,234	58,629	4,395	8.10%	650,804	5,995	867,078	(216,274)	(33.23%)
Debt Service	(521,843)	(154,528)	367,315	(70.39%)	(6,601,872)	506,502	(6,450,375)	(151,497)	2.29%
Total Capital Expenditures	**(455,704)**	**(63,230)**	**392,474**	**(86.12%)**	**(5,808,209)**	**511,747**	**(5,245,011)**	**563,198**	**(9.70%)**
Net Revenue less Capital Expenditures & Principal on Long Term Debt	**14,895,021**	**(417,465)**	**(15,312,486)**	**102.80%**	**22,349,502**	**(2,429,944)**	**8,263,373**	**(14,086,129)**	**63.03%**
Other Funding Sources									
Restricted Oper. / Capital Reserve	(14,895,021)	417,465	15,312,486	(102.80%)	(22,349,502)	2,429,944	(8,263,373)	14,086,129	(63.03%)
Total Other Funding	**(14,895,021)**	**417,465**	**15,312,486**	**(102.80%)**	**(22,349,502)**	**2,429,944**	**(8,263,373)**	**14,086,129**	**(63.03%)**
Net Revenue / Expense	**0**	**0**	**0**	**0.00%**	**0**	**0**	**0**	**0**	**0.00%**
Depreciation - Local	378,071	418,945	(40,874)	(10.81%)	3,963,869	0	4,880,912	(917,043)	(23.14%)
Depreciation - Federal	1,512,282	1,675,782	(163,500)	(10.81%)	15,855,478	0	19,523,655	(3,668,177)	(23.14%)
Total Depreciation Expense	**1,890,353**	**2,094,727**	**(204,374)**	**(10.81%)**	**19,819,347**	**0**	**24,404,567**	**(4,585,220)**	**(23.14%)**

Regional Transit Authority
Financial Performance Indicators
December 31, 2025
(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)	1,235,610	14,596,231	901,844	11,250,066	315,281	3,121,951	18,485	224,214
Total Platform Hours	70,722	807,950	43,122	510,872	11,948	140,292	15,652	156,787
Passenger Revenue	1,260,349	10,771,082	806,363	6,988,228	415,359	3,444,893	38,628	337,961
Operating Expenses	14,396,319	133,859,736	9,357,607	87,008,828	2,879,264	26,771,947	2,159,448	20,078,960
Operating Cost Per Platform Hour	203.56	165.68	217.00	170.31	240.99	190.83	137.96	128.07
Annual Budgeted Cost Per Platform Hour		157.98		141.93		188.32		143.69
Farebox Recovery Rate	8.75%	8.05%	8.62%	8.03%	14.43%	12.87%	1.79%	1.68%
Operating Cost Per Unlinked Trip	11.65	9.17	10.38	7.73	9.13	8.58	116.82	89.55
Passenger Revenue Per Unlinked Trip	1.02	0.74	0.89	0.62	1.32	1.10	2.09	1.51
Subsidy per Unlinked Trip	10.63	8.43	9.49	7.11	7.81	7.48	114.73	88.04

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 December 31			For the Month Ended December 31			For the Month Ended December 31			For the Month Ended December 31		
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Ridership (Unlinked Trips)	1,235,610	1,150,295	85,315	901,844	884,592	17,252	315,281	250,706	64,575	18,485	14,997	3,488
Total Platform Hours	70,722	64,511	6,211	43,122	42,074	1,048	11,948	11,501	447	15,652	10,936	4,716
Passenger Revenue	1,260,349	792,881	467,468	806,363	518,864	287,499	415,359	249,717	165,642	38,628	24,301	14,327
Operating Expenses	14,396,319	9,324,802	5,071,517	9,357,607	6,061,121	3,296,486	2,879,264	1,864,960	1,014,303	2,159,448	1,398,720	760,728
Operating Cost Per Platform Hour	203.56	144.55	59.01	217.00	144.06	72.94	240.99	162.16	78.83	137.96	127.90	10.06
Annual Budgeted Cost Per Plat. Hour	157.98	125.53	32.45	141.93	122.90	19.03	188.32	156.48	31.84	143.69	108.21	35.48
Farebox Recovery Rate	8.75%	8.50%	0.25%	8.62%	8.56%	0.06%	14.43%	13.39%	1.04%	1.79%	1.74%	0.05%
Operating Cost Per Unlinked Trip	11.65	8.11	3.54	10.38	6.85	3.53	9.13	7.44	1.69	116.82	93.27	23.55
Passenger Revenue Per Unlinked Trip	1.02	0.69	0.33	0.89	0.59	0.30	1.32	1.00	0.32	2.09	1.62	0.47
Subsidy per Unlinked Trip	10.63	7.42	3.21	9.49	6.26	3.23	7.81	6.44	1.37	114.73	91.65	23.08

Regional Transit Authority
Financial Performance Indicators
Current to Prior Year Comparison

YEAR-TO-DATE REPORT

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For 12 Months Ending December 31,			For 12 Months Ending December 31,			For 12 Months Ending December 31,			For 12 Months Ending December 31,		
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Ridership (Unlinked Trips)	14,596,231	13,152,516	1,443,715	11,250,066	9,332,975	1,917,091	3,121,951	3,601,191	(479,240)	224,214	218,350	5,864
Total Platform Hours	807,950	792,185	15,766	510,872	501,156	9,715	140,292	143,577	(3,285)	156,787	147,451	9,336
Passenger Revenue	10,771,082	9,801,328	969,753	6,988,228	6,206,144	782,083	3,444,893	3,316,368	128,525	337,961	278,816	59,145
Operating Expenses	133,859,736	117,509,007	16,350,728	87,008,828	74,058,147	12,950,681	26,771,947	23,740,598	3,031,349	20,078,960	19,710,263	368,698
Operating Cost Per Platform Hour	165.68	148.34	17.34	170.31	147.77	22.54	190.83	165.35	25.48	128.07	133.67	(5.60)
Annual Budgeted Cost Per Plat. Hour	157.98	125.53	32.45	141.93	122.90	19.03	188.32	156.48	31.84	143.69	108.21	35.48
Farebox Recovery Rate	8.05%	8.34%	-0.29%	8.03%	8.38%	-0.35%	12.87%	13.97%	-1.10%	1.68%	1.41%	0.27%
Operating Cost Per Unlinked Trip	9.17	8.93	0.24	7.73	7.94	(0.21)	8.58	6.59	1.99	89.55	90.27	(0.72)
Passenger Revenue Per Unlinked Trip	0.74	0.75	(0.01)	0.62	0.66	(0.04)	1.10	0.92	0.18	1.51	1.28	0.23
Subsidy per Unlinked Trip	8.43	8.18	0.25	7.11	7.28	(0.17)	7.48	5.67	1.81	88.04	88.99	(0.95)

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 25-113 **Operations & Administration Committee**

Adoption of State of Emergency and Disaster Recovery Policy (SAF7)

DESCRIPTION: RTA's State of Emergency and Disaster Recovery Policy (SAF7)	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

This is a request to rescind Resolution 20-022 and to adopt the State of Emergency and Disaster Recovery Policy (SAF7) as the governing framework for all future RTA emergency and disaster declarations. This action will rescind Resolution No. 20-022 and add SAF7 as a new policy.

ISSUE/BACKGROUND:

In 2020, the Board adopted Resolution No. 20-022 to establish an internal emergency declaration policy in response to the COVID-19 pandemic. While that policy provided a useful framework during the public health emergency, it was narrow in scope and does not adequately address the broader range of emergencies and disasters that impact RTA operations.

In 2021, RTA established a dedicated Emergency Management team to help standardize emergency planning, response, and recovery practices and to align agency practices to industry standards and Federal Emergency Management Agency (FEMA) guidelines.

The agency's current operational environment requires a comprehensive framework that clearly grants the Chief Executive Officer (CEO) authority, delegation procedures, documentation requirements, and emergency pay criteria for both emergency and disaster scenarios. In addition, federal and state reimbursement processes under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and related FEMA guidelines require consistency between internal declaration procedures and RTA's All Hazards Plan for RTA to qualify for reimbursements.

To address these needs, staff developed a State of Emergency and Disaster Recovery Policy that expands upon the prior version, integrates with the agency's All Hazards Plan, and ensures RTA is positioned for operational continuity and reimbursement eligibility during declared incidents.

DISCUSSION:

The State of Emergency and Disaster Recovery Policy provides a clear and comprehensive framework for how RTA declares and manages emergencies and disasters. The earlier resolution, adopted in response to COVID-19, was limited in scope and no longer reflects the agency's broader operational and regulatory needs. The new policy applies to all hazards and creates a consistent approach that supports operations, finance, and compliance.

The policy establishes clear authority for making declarations and sets out how that authority is delegated during incidents. It formalizes documentation requirements through standardized declaration and rescission templates to ensure compliance and audit readiness. The policy will also be fully integrated with the All-Hazards Plan so that emergency declarations support the agency's response and recovery procedures pursuant to the Plan (as required by FEMA to qualify for reimbursement). Finally, it defines emergency pay criteria for activated emergency personnel, providing transparency and fairness for employees while meeting federal and state requirements.

This policy strengthens RTA's ability to maintain essential transit services during emergencies, protect employees and riders, and secure reimbursement for eligible costs following declared incidents.

FINANCIAL IMPACT:

There is no direct financial impact associated with adoption of this policy.

NEXT STEPS:

Upon approval by the Board, the State of Emergency and Disaster Recovery Policy will be formally adopted and incorporated into the RTA's All Hazards Plan. The prior resolution, No. 20-022, will be rescinded, and the Department of Safety, Security and Emergency Management will update internal procedures and communication materials to ensure agency-wide awareness and compliance.

ATTACHMENTS:

1. Draft Resolution: RTA State of Emergency and Disaster Recovery Policy
2. 20-022 Internal State of Emergency Policy Document
3. 2022 RTA All Hazards Plan
4. SAF7: RTA State of Emergency and Disaster Recovery Policy

Prepared By: Craig Toomey
Title: Senior Director, Emergency Management

Reviewed By: Mike Smith
Title: Chief Safety, Security, and Emergency Management Officer



2/5/2026

Lona Edwards Hankins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

RESOLUTION NO. 26-010
FILE ID NO. 25-113
STATE OF
LOUISIANA PARISH
OF ORLEANS

A RESOLUTION TO APPROVE RTA'S STATE OF EMERGENCY AND DISASTER RECOVERY POLICY (SAF7)

Introduced by Commissioner Walton, seconded by Commissioner Colin.

WHEREAS, the New Orleans Regional Transit Authority (RTA) is responsible for ensuring the safety, security, and continuity of public transit services for the Greater New Orleans region before, during, and after emergencies and disasters; and

WHEREAS, the RTA previously adopted Resolution No. 20-022, establishing an internal policy on emergency declarations, primarily centered on the COVID-19 response; and

WHEREAS, the prior policy is no longer sufficient in scope and does not fully address current operational, regulatory, and reimbursement requirements for all-hazards preparedness, response, and recovery; and

WHEREAS, a State of Emergency and Disaster Recovery Policy (SAF7) have been developed to provide comprehensive guidance on emergency declarations, delegation of authority, documentation standards, emergency pay eligibility, and transition to disaster recovery operations; and

WHEREAS, the revised policy aligns with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, FEMA guidelines, and the agency's All Hazards Plan; and

WHEREAS, the policy further establishes clear procedures for declaring, rescinding, and documenting emergencies in accordance with the Incident Command System (ICS) and National Incident Management System (NIMS) to ensure transparency, accountability, and audit readiness; and

WHEREAS, incorporating this policy into the All-Hazards Plan ensures operational integration and supports eligibility for federal and state reimbursement during declared emergencies and disasters; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the New Orleans Regional Transit Authority (RTA) that:

- The State of Emergency and Disaster Recovery Policy (SAF7) is hereby adopted and approved and shall serve as the governing framework for all future RTA emergency declarations; and

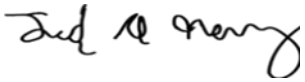
- Resolution No. 20-022 is hereby rescinded in its entirety; and

- The Department of Safety, Security and Emergency Management shall be responsible for the implementation, and enforcement of State of Emergency and Disaster Recovery Policy (SAF7) and Human Resources shall be responsible for distributing the policy.

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

YEAS:	**4**
NAYS:	**0**
ABSTAIN:	**0**
ABSENT:	**3**

AND THE RESOLUTION WAS ADOPTED ON THE 24th DAY OF FEBRUARY 2026.



FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

NEW ORLEANS REGIONAL TRANSIT AUTHORITY
INTERNAL STATE OF EMERGENCY POLICY

I. Purpose and Scope

The New Orleans Regional Transit Authority (RTA) is a public transportation authority that seeks to promote public transportation in all that it does. Furthermore, in providing the citizens of the greater New Orleans area with public transportation, RTA seeks to do so in a safe, reliable and efficient manner without losing sight of the fact that as an agency of the State of Louisiana it must be a good steward of public money and agency resources.

II. Internal State of Emergency

Upon receiving written/verbal concurrence from the Chairman of the Board or his/her designee, this policy provides the RTA Chief Executive Officer (CEO) with the authority to declare an internal State of Emergency (SOE) during events that are the direct result of natural disaster, catastrophic events and/or infectious disease outbreak. During an SOE the following policies are immediately in effect:

- Any employee exhibiting symptoms of, or exposed to, any contagious or infectious disease identified by a Public Health Authority as a widespread outbreak, can be placed on administrative leave with pay and not be allowed to return until released by a licensed medical professional.

- The CEO has the authority to allow non-essential employees to work remotely and/or have leave from work without impact to their PTO balance. Said leave must be a direct result of natural disaster, catastrophic event or widespread outbreak of infectious disease.

- A temporary suspension of the RTA procurement policies is authorized to acquire necessary equipment, supplies and services to: (1) maintain a safe work environment for all RTA employees and vendors during an SOE; and (2) take steps to sanitize and maintain a safe environment in all facilities and on all revenue generating vehicles and equipment in the event of a widespread infectious disease outbreak. Every effort will be made to work with pre-existing suppliers and vendors that have been selected through RTA's procurement process and reflect the agency's commitment to its DBE goals.

- All records of emergency related expenditures are to be maintained separately in anticipation of the opportunity to file for reimbursement through FEMA, Department of Homeland Security or other applicable entities.

- The CEO has the authority to alter or suspend the transit service for all RTA modes to preserve the life and safety of RTA customers, employees and contractors during natural disasters, catastrophic events and/or infectious disease outbreak.

This policy shall be effective upon adoption and shall be enforced to the degree that it does not impair the obligations of any executed contract. RTA reserves the right, from time to time, to suspend, modify, or revoke the application of any part of these guidelines as it deems necessary to comply with legal mandates, facilitate its primary transportation function, to ensure the safety or security of RTA customers, RTA employees and RTA facilities. All provisions of this policy shall be deemed severable.

RTA may amend this rule as required to conform to applicable changes in law or deemed in the public's best interest. The Chief Executive Officer of RTA is authorized to develop and implement procedures, forms, guidelines and other tools as necessary to carry out the administration of this policy.

APPROVED:

Resolution Number:

Date:

Flozell Daniels
Board Chairman

Alex Wiggins
Chief Executive Officer



New Orleans Regional Transit Authority

ALL HAZARDS PLAN

Effective: 17 August 2022

New Orleans Regional Transit Authority

2817 Canal Street

New Orleans, LA 70119

Concurrence and Approvals

New Orleans Regional Transit Authority All Hazards Plan

Approval:



Michael J. Smith
Chief Safety and Emergency
Management Officer

Approval:



Alex Z. Wiggins
Chief Executive Officer

Date: 8/17/2093

RTA Committed to Safety

To: All RTA Personnel

From: Alex Z. Wiggins

Date: 17 August 2022

Subject: NORTA - All-Hazards Plan (AHP)

The purpose of the New Orleans Regional Transit Authority is to provide safe, secure, and reliable public transit service for its customers, employees, and citizens of our region. To carry out this commitment, RTA is promulgating an All Hazards Plan (AHP).

The AHP provides general guidance to mitigate, prepare for, respond to, and recover from emergencies resulting from a hazard to provide a safe environment for RTA employees, contractors, customers, and the public. Effective emergency management is critical to protect our employees, the public, and our critical infrastructure and resources.

This plan complies with the federally required National Incident Management System (NIMS) to coordinate emergency management and response operations more effectively with our city, parish, state, federal, private sector, and non-governmental response partners.

Each of us has roles to perform before, during, and after an emergency. As CEO, I have directed the RTA's Emergency Management staff to develop objectives, set priorities, and obtain funding to improve the agencies emergency preparedness, response, and recovery activities.

Please review and become familiar with this plan, understand your emergency role, and ensure your department's Standard Operating Procedures (SOPs) and guidance documents provide the details necessary to properly execute and accomplish the agencies emergency response objectives and priorities.

If you have any questions or suggestions to improve this plan, please contact the Chief Safety and Emergency Management Officer or the Director of Emergency Management.

Alex Z. Wiggins
Chief Executive Officer

Record of Changes

Document Revision Policy

This document is intended for use by the position to which it was issued. The control version of this document is stored electronically on RTA's internal shared drive in the folder "Company Policies" and is exclusively maintained by designated Safety Department staff. Printed copies of this document are uncontrolled and may not be current.

This plan is complemented by, and dependent on, other supporting documents issued by RTA and other third parties. The Chief Safety and Emergency Management Officer determines the initial distribution for this document:

Revisions/Amendments

Revision No.	Effective Date	Revised Sections	Purpose
0	8/17/2022	N/A	Initial Issue

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Introduction

The RTA All Hazards Plan (AHP) is a comprehensive emergency preparedness framework that takes a full scope of emergencies or disasters into account when planning for emergency response capacities and hazard mitigation efforts. Full agency understanding and support of the AHP and its annexes will improve preparedness and a achieve more resilient RTA that can withstand disasters of any scope.

Authority

The Chief Executive Officer (CEO), as designated by the Board of Commissioners, has the authority to make decisions concerning the emergency operations of the RTA and when this AHP might be executed.

RTA Board Resolution No. 20-022 allows the CEO to declare an internal state of emergency upon receiving written/verbal concurrence from the Chairman of the Board or his/her designee. A state of emergency is defined any event (natural or man-made) that may or has caused illness, injury, or death to the public, employees, or passengers, and/or that may or has caused damage to transit infrastructure, assets, or property. Additionally, the CEO is responsible for setting policies and authorizing the necessary procedures for the operation of the RTA during periods of natural or manufactured disasters or other emergencies.

The CEO has authorized the Chief Safety and Emergency Management Officer (CSEM) with distributing, maintaining, training, and exercising the AHP in coordination with all RTA departments assigned roles under the plan.

Lastly, as a rail transit agency, the RTA must include or incorporate by reference in its Agency Safety Plan (ASP), per 49 CFR 673.11(a)(6), an emergency preparedness and response plan and procedures that addresses, at a minimum, the assignment of employee responsibilities during an emergency, as well as coordination with Federal, State, regional, and local official with roles and responsibilities for emergency preparedness and response in the transit agency's service area. This AHP fulfills this requirement.

Security Sensitive Information

Portions of the AHP are designated as Security Sensitive Information (SSI) that if publicly released, would be detrimental to transportation security, as defined by 49 CFR 1520. Unauthorized distribution of information considered confidential may constitute a civil penalty offense. Contact the CSEM or Director of Emergency Management with any requests for SSI designated portions of the AHP.

Plan Maintenance

This AHP is maintained and updated by the RTA's Emergency Management Department comprised of the CSEM, a Director of Emergency Management, and an Emergency Management Coordinator.

The RTA AHP will be reviewed and re-certified annually by the CEO. The AHP will be continually updated, as necessary, based upon changes in RTA personnel, department organization structure, new procedures and technologies, new state and federal regulations, new industry guidelines and recommendations, and After-Action Reports and corrective actions identified by drills and exercises or actual responses to emergencies.

This AHP includes both hazard specific and functional Annexes. These Annexes contain information that require more frequent updates than the AHP.

Changes to this AHP shall be sent to the CSEM or Director of Emergency Management to incorporated into the annual review and update, approved, and distributed to all authorized plan users.

Purpose

This AHP provides general guidance to RTA personnel who assist the RTA with mitigating, preparing for, responding to, and recovering from impacts caused by natural and manufactured emergencies. Emergencies range from those RTA can handle internally to a major disaster that will require regional or national resources and significant coordination.

Such emergencies may adversely impact RTA, including the:

- Safety of RTA employees, contractors, and passengers
- Protection of RTA infrastructure, rolling stock, or other property and assets
- Operations of RTA bus, paratransit, streetcar, or ferry modes
- Reputation or image of RTA as a regional transportation authority.

This AHP also provides general guidance about how RTA transportation services can assist communities within the RTA service area or the New Orleans region during emergencies.

This AHP describes RTA's emergency management organizational structure and assigns responsibilities for various emergency tasks to specific RTA departments or individuals. This AHP provides the general framework for more detailed departmental Standard Operating Procedures.

RTA Service Area

RTA was established in 1979 by the Louisiana State Legislature, as a regional transportation authority of the State of Louisiana and is responsible for providing public transportation services within Orleans, Jefferson, and St. Bernard Parishes.

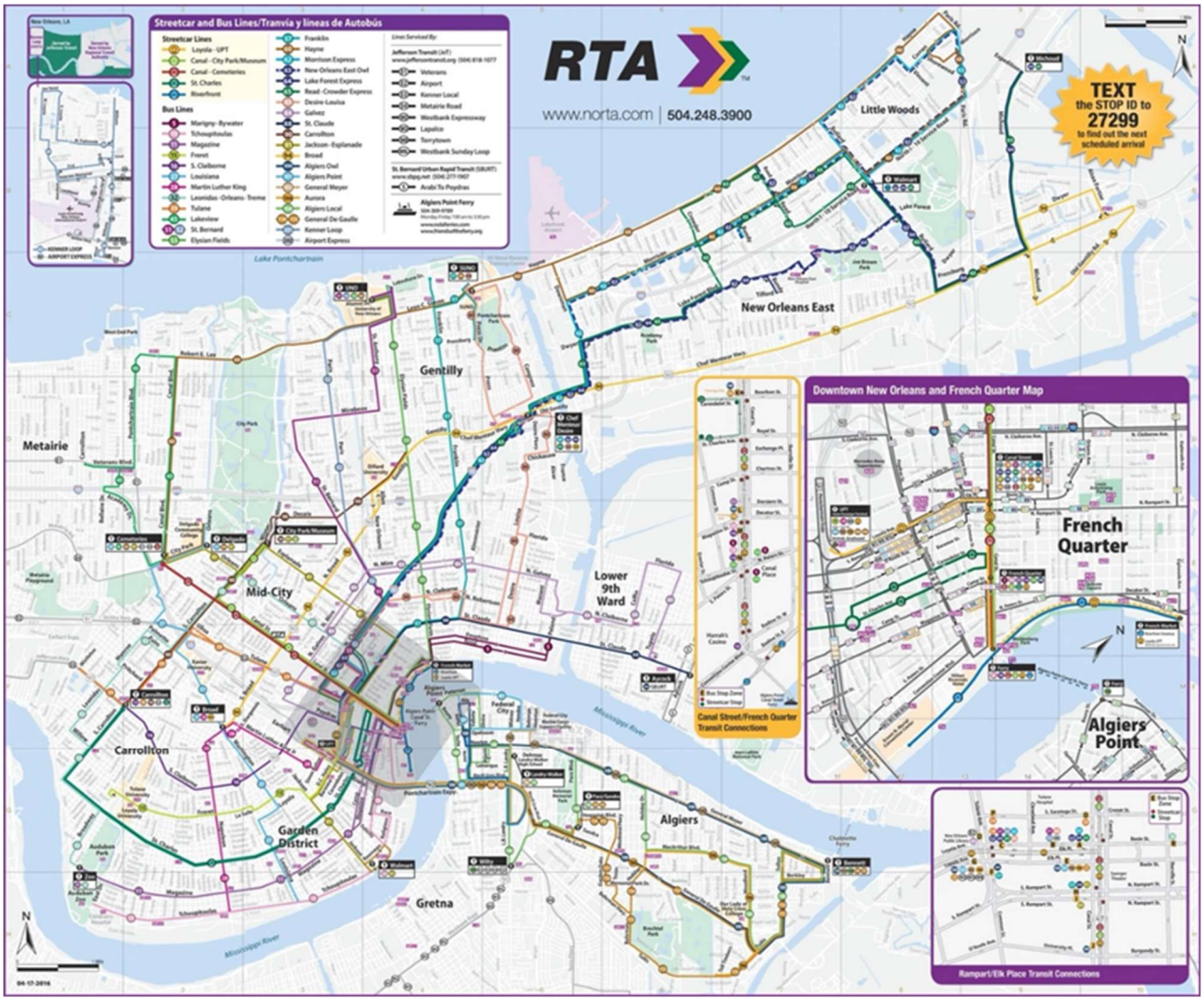


Figure 1: RTA Service Area

Scope of RTA Operations

RTA owns and operates a fleet of 125 buses that run an extensive network of local and express routes with over 2,400 bus stops and 350 passenger shelters. RTA Paratransit operates approximately 57 paratransit vehicles providing transportation for registered functional and access needs passengers.

The RTA operates five streetcar lines with 66 streetcars along 27 miles of track. The longest of New Orleans streetcar lines is the St. Charles Avenue Line, which is the oldest continuously operating street railway system in the world. RTA's four other streetcar lines include the Riverfront Line, the Canal Street Line (which has two branches), and the Loyola Avenue Line and Rampart/St. Claude Line (which are operated as one through-routed line).

The RTA's ferry service consists of five State-owned U.S. flagged certificated passenger vessels operating on two service routes – one between Algiers Point and Canal Street, and the other between Lower Algiers and Chalmette. The Algiers Point and Canal Street route is a pedestrian service that allows bicycles and small motor bikes, while the Lower Algiers and Chalmette route can accommodate motor vehicles, including trailers.

Situation and Assumptions

RTA employees, customers, and nearby community residents are exposed to many hazards which could potentially result in fatalities, injuries, property damage, and disruption of transportation services and other community resources. Some hazards (such as floods, hurricanes, pandemics, influenza, or winter storms) may occur slowly, providing time for advance warning, preparation, and increased readiness actions. Other hazards (such as an accident, bomb threat, fire, hazardous materials release, hostage/kidnapping, shooting, terrorism, tornado, utility outage, or workplace violence) may occur suddenly without any advance warning or time for preparation.

It is critical that RTA prepare for such hazards based on the following hazard assessment assumptions:

- RTA and its service area will continue to be exposed to the hazards listed above.
- RTA will endeavor to maintain normal, scheduled transportation services if possible, during an emergency, and provide emergency transportation services when requested.
- Local city/parish assistance (such as police, fire, emergency medical services, hospitals, etc.) may be overwhelmed during major disasters.
  State/federal assistance will be available in most emergencies affecting our region. However, RTA and its local emergency response partners must be prepared to carry out initial emergency response and short-term recovery operations for the first 72 hours.

Proper implementation of this plan may prevent or reduce deaths, injuries, and damage. Detailed emergency planning, training of emergency responders and other personnel, and periodic emergency drills and exercises can improve RTA's readiness to manage emergency situations.

RTA's Board of Commissioners and RTA Executive Leadership recognize their responsibilities for the safety and well-being of RTA employees, customers, and the public and will provide the leadership, direction, and funding needed to implement this AHP.

Essential and Reserve Personnel

The RTA AHP is based on the premise that the emergency functions of various RTA departments will parallel their normal day-to-day functions. To the extent possible, the same personnel and resources will be deployed to perform both day-to-day and emergency functions.

The RTA maintains a roster of essential personnel. Essential personnel are employees, who by virtue of their presence, specialized function, or necessary skills, are essential to conducting the business or certain operational needs of the RTA and are, therefore required to report for duty and serve on the RTA's Incident Management Team (IMT) when needed.

Whenever possible, designation of employees as essential will occur well in advance. Designation of essential employee status may vary depending on the circumstances of the emergency. Department Heads must maintain a list of all essential personnel and submit this list quarterly to the RTA's Chief Human Resources Officer (or designee) who will in turn approve it and advise the Director of Emergency Management accordingly.

Any employee who is not designated as essential is designated as reserve personnel. Reserve personnel are employees who are not initially required to report for duty during an emergency, but who are required to report for duty when activated by the RTA's IMT in consultation with the employee's Department Head. These employees then become essential employees until demobilized by the IMT.

Preparedness

Preparedness is the shared responsibility of our entire nation. The whole community contributes, beginning with individuals and communities, the private and nonprofit sectors, faith-based organizations, and all governments (local, regional/metropolitan, state, tribal, territorial, and Federal). We describe our security and resilience posture through the core capabilities that are necessary to deal with the risks we face.

The National Preparedness Goal is to ensure a secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk. Core capabilities are essential for the execution of each of the five mission areas:



The core capabilities are not exclusive to any single government or organization but require the combined efforts of the whole community.

The core capabilities contained in the National Preparedness Goal are the distinct critical elements necessary for our success. They are highly interdependent and require us to use existing preparedness networks and activities, coordinate and unify efforts, improve training and exercise programs, promote innovation, leverage and enhance our science and technology capacity, and ensure that administrative, finance, and coordination systems are in place to support these capabilities.

The core capabilities serve as both preparedness tools and a means of structured implementation. All manner of incidents across the whole community have proven the usefulness of the core capabilities and the coordinating structures that sustain and deliver them. These range from localized and regional incidents, larger events involving both Stafford Act disaster and emergency declarations, and operations conducted under other authorities (e.g., response to an emerging infectious disease outbreak).

Individual and community preparedness is fundamental to our national success. Providing individuals and communities with information and resources will facilitate actions to adapt to and withstand an emergency or disaster. As we have seen in tragic incidents both at home and abroad, anyone can contribute to safeguarding the Nation from harm. Our national resilience can be improved, for example, by raising awareness of the techniques that can save lives through such basic actions as stopping life-threatening bleeding. By providing the necessary knowledge and skills,

we seek to enable the whole community to contribute to and benefit from national preparedness.

Whole community contributors include children, older adults, individuals with disabilities and others with access and functional needs, those from religious, racial, and ethnically diverse backgrounds, people with limited English proficiency, and owners of animals including household pets and service animals. Their needs and contributions must be integrated into our efforts. Each community contributes to the goal by individually preparing for the risks that are most relevant and urgent for them individually. By empowering individuals and communities with knowledge and skills they can contribute to achieving the National Preparedness Goal.

We continue to make progress in building and sustaining our national preparedness. The Goal builds on these achievements, but our aspirations must be even higher to match the greatest risks facing our Nation. As we prepare for these challenges, our core capabilities will evolve to meet those challenges.

Five Phases of Emergency Management

This plan follows an all-hazards approach and acknowledges that most responsibilities and functions performed during an emergency are not hazard-specific. This plan accounts for activities before, during, and after emergency operations; consequently, all phases of emergency management must be addressed using the core capabilities defined by the National Preparedness Goal.

Emergency management is composed of the following five phases:

Phase 1 – Prevention: Focuses on creating concrete plans, training, and exercises well ahead of a hazard/disaster to prepare the organization. Emergency planning activities will allow organizations to reduce loss of life and sustain environmental challenges by developing organizational specific plans, standardized planning tools and emergency management protocols.

Phase 2 – Mitigation: Activities that eliminate or reduce the probability of a hazard occurring or minimize the impact or consequences of a hazard. Examples of mitigation activities are incorporation of safety standards and designs into engineering and procurement specifications, conduct of system safety inspections, installation of security cameras to prevent crime, and the use of smoke detectors and fire extinguishers for responding to fires.

Phase 3 – Preparedness: Activities that develop and improve the capabilities to prevent, protect, respond, and recover in the event an emergency. Examples of Preparedness activities include planning, coordination, community outreach, passenger/public education, training, and exercises. Mitigation and Preparedness activities may be conducted on an on-going basis as part of RTA's normal operations.

Phase 4 – Response: Activities beginning when the emergency occurs, or when warning signs indicate an emergency is imminent. Examples of Response activities are on-scene emergency response, Emergency Operations Center (EOC) activation, internal/external communications, public warning, evacuation, search and rescue, family notification, and assistance.

Phase 5 – Recovery: Activities beginning when the emergency has ended. Examples of Recovery activities are damage assessment, emergency repairs, recall of personnel to work, restoration of services, and return to normal operations. During recovery, additional mitigation measures may be taken to further reduce the probability or impact if a similar hazard were to occur in the future.

National Incident Management System (NIMS)

The RTA adopts the National Incident Management System (NIMS) which complies with Homeland Security Presidential Directive #5 (HSPD-5).

After the terrorist attacks on September 11, 2001, the Department of Homeland Security mandated that NIMS be utilized by all local, state, federal, private sector, and non-governmental organizations nationwide to respond to and manage any emergency in the U.S., regardless of the size, complexity, or type of hazard.

NIMS provides a standardized Incident Command System (ICS) organizational structure, terminology, and forms that government and private entities at all levels can use to work together more effectively.

For catastrophic incidents that overwhelm local and state response capabilities, the National Response Framework (NRF) provides NIMS-compatible guidance for integrating local, state, and federal response through Emergency Support Functions and Support/Incident Annexes.

NIMS requires that all personnel who have any emergency response or emergency management role complete specific NIMS training courses and be qualified to fill the roles they may be assigned to. The RTA will endeavor to train and qualify those personnel assigned to the RTA's Incident Management Team in their respective roles.

NIMS compliance may be required for RTA to obtain federal planning grant funding and FEMA reimbursement of expenses incurred by RTA during any Presidential-declared disaster.

Direction and Control

During an emergency, direction and control will be provided through one or more of the following teams:

- Operations Control Center and RTA Duty Team: The first RTA employee on-scene will serve as initial Incident Commander (IC) to direct on-scene tactical operations using "first responders" from RTA and other emergency response agencies. The RTA Duty Team is comprised of operators, supervisors, dispatchers, transit police, and on call safety personnel. Most incidents that occur are managed and resolved by the Operations Control Center and RTA Duty Team.
- Incident Management Team (IMT): For larger and more complex incidents lasting longer in duration, the RTA's CSEM has the authority to activate an IMT that will provide additional RTA resources to assist with multi-agency coordination and any ICS functions that cannot be conducted on-scene.
- ELT Policy Group**:** When the IMT is activated for a larger and more complex incident of long duration, members of the RTA's Executive Leadership Team (ELT) become policy advisors to the IC and IMT. The ELT provides policy guidance on priorities and objectives, commit additional resources and funding, and coordinates with other agency executives and senior elected officials. Additionally, the CEO or a designated member of the ELT assists with briefing RTA Board members and elected officials on issues and activities related to the emergency and RTA's response.

Accountability Procedures

The RTA has adopted NIMS and will use an Incident Command Structure (ICS) to manage all hazards and emergencies, activating an Incident Management Team (IMT) when RTA services are severely or regionally impacted.

When activated, some rules apply to all personnel assigned to the RTA IMT:

Resources must not self-dispatch or respond to an incident or event without proper authorization from the RTA Incident Management Team Command, Command Staff, or General Staff. Serious safety issues can result from arriving unannounced or freelancing outside of the established Incident Command Structure.

Other rules that must be followed by all RTA IMT personnel, when activated, are:

- Check In: All resources are required to check in with either their IMT branch Chief, Unit Leader, or the Planning Section Chief and/or Resource Unit Leader. Doing so enhances responder safety, supports the provision of logistical support for the resource, ensure compensation is provided for,

initiates the personnel accountability process, and maximizes the effectiveness of the resource.

- Incident Action Plan: The Incident Action Plan is the principal product of the Planning Process. It reflects the most currently available assessment of the incident and proposed response actions needed to meet incident objectives. Resources assigned to the incident are required to be present at the operational period briefing given prior to the start of the operational period. Pen and ink changes are permitted to the IAP during the operational period with permission from the Incident Commander and approved by the Operations Section Chief.
- Unity of Command: In order to prevent accountability breakdowns, each individual assigned to the IMT shall report to only one supervisor.
- Span of Control: Supervisors should be able to effectively supervise, communicate with, manage, and control all personnel assigned to them. Span of control might vary between three to seven personnel per supervisor with the ideal span of control being five.
- Resource Tracking: Supervisors should record resource status changes as they occur and report those changes to the Planning Section/Resource Unit Leader. Resource tracking should be standardized.

Integration with Other Plans

The RTA AHP has been designed to integrate with other RTA plans and procedures, and with similar NIMS-compatible plans at the local, state, and federal level, such as:

- RTA departments' Standard Operating Procedures (SOPs)
- RTA's Agency Safety Plan (ASP)
- RTA System Security Plan (SSP)
- City of New Orleans All-Hazards Plan
- State of Louisiana All-Hazards Plan
- National Response Framework (NRF)

The City of New Orleans and State of Louisiana all have functional annexes to support their basic plans. For example, RTA may be requested to provide guidance, coordination, and/or resources under one or more City, Parish, or State AHP annexes. Typically, acceptance of any emergency role is formalized with a Cooperative Endeavor Agreement.

Requests from RTA for Assistance

RTA will typically use its own resources to respond to emergency situations, purchase additional services, supplies and equipment if necessary, and request assistance if internal resources are insufficient or inappropriate. If more resources are needed, the RTA's Emergency Management Department will contact the Director of the New Orleans Office of Homeland Security and Emergency Preparedness (NOHSEP) or the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for assistance.

Such examples of assistance include:

- Resources available through the Louisiana Emergency Response Network (LERN), the statewide mutual aid database.
- Assistance from non-governmental organizations or volunteer groups active in disasters.
- Assistance from industry or private sector companies.
- Assistance from the State of Louisiana if Orleans Parish resources are exceeded.

Requests to RTA for Assistance

RTA has transportation services and other available resources that may be requested by cities, parishes, school districts, and organizations within RTA's service area before, during, or after an emergency.

RTA's resources should be primarily used to provide public transit services to RTA passengers. However, the RTA will consider requests for assistance that would save lives, protect property or the environment, help stabilize the emergency, or restore services to any affected community to the extent that operational resources are available.

Outside of activation of the RTA IMT, requests received by any RTA employee for assistance outside of normal RTA operations should be briefed and approved by the CEO and applicable Department Head.

When the RTA's IMT is activated, all requests for assistance must be sent to either the RTA's Incident Command Post (ICP) phone number or email or sent to a liaison team consisting of an operations department Liaison Officer and a senior Agency Representative assigned to the City of New Orleans Emergency Operations Center.

Requests for RTA assistance can be categorized as either *Minor* requests that have little or no impact on RTA's normal operations, or *Major* requests that would require

extensive RTA involvement to avoid impacting RTA's normal or emergency operations.

Minor Requests

RTA's examples of Minor requests for assistance include:

- Buses or streetcars to evacuate residents of an apartment complex on fire, or a neighborhood destroyed by a tornado, to a city shelter.
- Buses to serve as an on-scene Command Post or as cooling buses for emergency responders to rest and rehabilitate.
- Buses or vans to transport emergency responder personnel, supplies, and equipment to staging areas or other locations.
- Buses or vans to transport ambulatory patients from a mass casualty site or between hospitals when sufficient ambulances are not available.
- Requests to provide crowd control or other assistance during special events.

Major Requests

RTA's Incident Management Team will be activated for incidents that will certainly interrupt RTA service. The IMT will anticipate and make plans for considering Major requests for assistance to include:

- Buses and streetcars to conduct a mass evacuation of one or more areas (e.g., downtown New Orleans), whether in response to or in anticipation of an emergency, or to supplement regular scheduled service
- Buses and vans to evacuate residents without private transportation, including elderly, medical and special needs residents from their homes to a city/Parish embarkation hub.
- Buses and vans to transport sick or injured patients to local hospitals or medical facilities outside of the RTA service area. For example, during a hurricane RTA may dispatch emergency evacuation Buses to pick up Functional and Access Needs evacuees from their homes and transport them to the Smoothie King Center (SKC) as an embarkation hub to designated evacuation shelters.

RTA Department Roles with Emergency Management

The RTA is organized under the leadership of a CEO who reports to an appointed Board of Commissioners. The RTA's current Organizational Chart can be found under the RTA's Company Policies page on ADP.

RTA departments and their assigned divisions or sections are responsible for performing the following tasks during mitigation & preparedness, response, and

recovery phases of emergency management administration, audit, and best practices.

Chief Executive Officer

- Serve as a Policy Advisor to the Incident Commander when the RTA IMT is activated.
- Support the AHP and staffing of the RTA's IMT.
- Brief RTA Board of Commissioners on the status of RTA operations and emergency management.
- Coordinate, as needed, with the Parish Presidents, Mayors, and other elected officials of counties, cities, and congressional/legislative districts within RTA's service area.
- Coordinate, as needed, with agency administrators, executives and senior officials of response partner agencies and organizations responding to the incident
- Coordinate, as needed, with the CEO or senior administrator of other public transit authorities.
- Authorize the modification, suspension, or resumption of RTA transportation services and RTA employee/contractor work schedules due to the emergency.
- Provide policy guidance and direction to RTA's IC on current priorities and objectives.
- Obligate emergency funds and other resources needed for emergency management response and recovery operations.

Deputy CEO of Planning & Infrastructure:

- Serve as a Policy Advisor to the Incident Commander when the RTA IMT is activated.
- Support the AHP and staffing of the RTA's IMT.
- Provided a list of essential facility personnel to the EM Department, to assist with pre and post facility damage assessments.
- Liaise with construction contractors performing work under RTA management. A list of contractors who have expressed willingness to cooperate with RTA to perform essential repairs and restoration activities to accelerate the recovery from a disaster will be maintained.
- Complete Federal Emergency Management Agency (FEMA) forms to seek reimbursement following any declared disaster or emergency.

- Maintain approved forms for reporting and compiling information on damage assessment and provide these forms to the RTA's IMT.
- Recommend and direct mitigation measures to bolster RTA facilities against vulnerabilities posed by all hazards.
- Report all damage recorded at RTA facilities. If an RTA facility is in a condition that is unsafe for use, implement immediate measures to secure the facility until deemed safe.
- Coordinate with Chief Safety and Emergency Management and Chief Operations Officer on measures required to restore facilities to a safe operating condition.
- Establish and maintain a complete and separate file of all RTA Real Estate assets.
- Provide support to RTA departments regarding adherence to emergency procedures before, during and after periods of emergency or disaster.
- Provide the IMT with guidance related to safeguarding real estate assets.
- Report and document all RTA sustained real estate damage.
- Stand prepared to provide for temporary facilities immediately following the emergency and during the repair and recovery time following the emergency.
- Receive emergency service documents for pre-emergency and post emergency operations for FEMA reimbursement from the RTA's IMT Finance and Administration Branch Chief after the IMT is deactivated.
- Coordinate emergency assistance with telephone equipment vendors and representatives from RTA's telephone, data, and Internet service providers.
- Provide the emergency telephone numbers of telephone equipment vendors.
- Assist operating facilities with any telephone and radio issues.
- Provide technology support for the RTA's Incident Command Post.

<u>Deputy CEO of Finance Administration</u>

- Serve as a Policy Advisor to the Incident Commander when the RTA IMT is activated.
- Support the AHP and staffing of the RTA's IMT.
- Support RTA departments regarding adherence to emergency procedures before, during and after periods of emergency or disaster.
- Provide RTA's IMT with guidance related to safeguarding public assets, avoidance of waste, suspected fraud and accounting irregularities.
- Establish and maintain a complete and separate file of all emergency related expenditures.

- Report and document all Authority sustained property damage in accordance with emergency claims procedures.
- Obtain, update, and disseminate emergency contact information in response to internal and external inquires.
- Evaluate incoming calls to identify needs and respond, if possible, and/or direct inquiries to the RTA's IMT.
- Provide current information and or other support to management, employees and/or families as requested.
- Coordinate with Chief of Staff, the Emergency Management Department, and the RTA IMT for any notifications of employees as needed.
- Liaise with RTA Risk Management and Legal Counsel to provide advice and consultation regarding legal aspects before, during and after response.
- Advise and consult regarding legal aspects of emergency preparedness.
- Provide legal support in reviews of emergency procedures.
- Support the emergency procurement needs of the IMT.
- Maintain a list of RTA's current contractors and vendors with contact names and telephone numbers.
- Provide blank requisition forms to use as emergency purchase orders.
- Notify vendors of emergency stand by situation. Verify resources are readily available
- File property insurance claims with property insurance carrier.

<u>Chief of Staff</u>

- Serve as a Policy Advisor to the Incident Commander when the RTA IMT is activated.
- Support the AHP and staffing of the RTA's IMT.
- Support the Emergency Management Team by producing printed materials necessary to communicate emergency information for public dissemination.
- Prepare and distribute the printed materials.
- Provide printing services for system maps and other information as requested by Executive Management.
- Provide support for other departments as needed (i.e., reproduction services for Human Resources' employee emergency contact information).
- Update RTA's internet site.
- Provide users and non-users of our public transit services with accurate information about the operating status of RTA services and facilities.
- Communicate emergency information to the appropriate community leaders upon request.

- Maintain a list of media contacts that will assist with providing information to the public.
- Inform and update radio, television, and newspaper report of RTA's emergency operating status.
- Develop statements addressing RTA's status and any future.
- Maintain contact with the EOC to communicate any changes to previous media notices.
- Be prepared to send staff to any Joint Information Center (JIC) established.

Chief Operations Officer (COO)

- Serve as the primary Incident Commander (IC) for all major incidents, leading the RTA's IMT.
- Serve as a Policy Advisor to the Incident Commander (when not IC) when the RTA IMT is activated.
- Support the AHP and staffing of the RTA's IMT.
- Protect life and property and attempt to maintain a standard of order during an emergency.
- Assist in locating and securing all RTA equipment affected by the emergency.
- Assist in all evacuation activities.
- Aid other agencies and RTA departments, as necessary.
- Be responsible for RTA's rolling stock and fixed assets during periods of disaster or emergency.
- Ensure the continued safe operation of transportation services before and after periods of emergency or disaster.
- Following an emergency, evaluate streets and roadways to determine what level of service RTA can resume.
- Report all damage recorded at RTA facilities. If an RTA facility is in a condition that is unsafe for usage by RTA patrons or personnel, then immediate measures shall be taken to secure the facility against further use.
- Coordinate with the Deputy CEO of Infrastructure and Planning on measures required to restore facilities to a safe operating condition.
- Monitor the situation and be prepared to adjust service.
- Upon notification of an emergency, safely remove employees and patrons from any dangerous situations.
- Have equipment and personnel designated to respond to requests for assistance from local governments.
- At the appropriate time, move all vehicles to a safe environment.

- Ensure field personnel will transmit information concerning the hazardous situation to the dispatcher.
- Maintain constant communications with all RTA departments and provide information relevant to the successful operation and safety of field units and RTA equipment.
- Conduct the required equipment and system checks to assure that the RTA OCC (Operations Control Center) applications are operational.
- Assist in evaluating key fixed routes during the recovery process.
- Assist in identifying facilities, services, equipment and supplies, and other resources to support an event.
- Secure all RTA facilities and recover all RTA vehicles.
- Supply vehicles as required.
- Assist in the clearing of bus routes as required.
- Control bus, streetcar, and ferry movements out of operating facilities.
- Supply a central fueling point for vehicles operating during periods of emergency.

Chief Safety and Emergency Management Officer (CSEM):

- Champion the AHP.
- Serve as a backup Incident Commander (IC) for all major incidents, leading the RTA's IMT.
- Serve as a Policy Advisor to the Incident Commander (when not IC) when the RTA IMT is activated.
- Support staffing of the RTA's IMT.
- Develop and implement RTA plans, policies, and procedures to meet safety and emergency preparedness requirements posed by LADOTD, FEMA, and FTA.
- Coordinate with the Deputy CEO of Infrastructure and Planning to incorporate emergency management into RTA's Safety and Security Certification program and ensure that emergency management is adequately addressed in capital projects.
- Develop and implement emergency drills, exercises (tabletop and full-scale), scenarios, training, and other activities in accordance with the RTA's Exercise Plan.
- Monitor the National Weather Service and National Hurricane Center to ensure that severe weather alerts are communicated to operators and administrative personnel in a timely manner. Coordinate an Executive

Leadership Team (ELT) meeting to discuss and implement risk mitigation to protect RTA personnel and property when severe weather is forecasted.
- Establish partnerships with the New Orleans Office of Homeland Security and Emergency Preparedness (NOHSEP), the Governor's Officer of Homeland Security and Emergency Preparedness (GOHSEP), and other government emergency response organizations (etc. NOFD, NOPD, NOHD, TSA, FEMA).
- Implement the Incident Command System (ICS) consistent with the National Incident Management System (NIMS) framework throughout the entire agency.

Chief Marine Officer

- Serve as a backup Incident Commander (IC) for all major incidents, leading the RTA's IMT.
- Serve as a Policy Advisor to the Incident Commander (when not IC) when the RTA IMT is activated.
- Support the AHP and staffing of the RTA's IMT.
- Liaise with marine operator contractor performing work under RTA management.
- Provide copies of marine operator emergency response plans and procedures, as needed, to incorporate into the AHP.
- Assist with coordinating damage assessments of all marine assets (terminals, ferries) post incident.

Chief Security Officer

- Serve as a backup Incident Commander (IC) for all major incidents, leading the RTA's IMT.
- Serve as a Policy Advisor to the Incident Commander (when not IC) when the RTA IMT is activated.
- Support the AHP and staffing of the RTA's IMT.
- Support emergency preparedness activities, such as drills and exercises, related to physical security and law enforcement.
- Ensure physical security and force protection of RTA IMT and emergency responders.
- Liaise with NOPD, when requested, to address impacts of road closures to RTA service lines.

Director of Emergency Management

- Manages and updates the AHP.
- Serves as the primary Planning Section Chief on the RTA IMT.
- Serves as the primary RTA Agency Representative with the CEOC when the RTA IMT or CEOC are not activated.
- Develops and implements RTA plans, policies, and procedures to meet safety and emergency preparedness requirements of the Louisiana Department of Transportation and Development (LADOTD), the Federal Emergency Management Agency (FEMA) and the Federal Transit Administration (FTA).
- Coordinates with the Deputy CEO Planning and Infrastructure to incorporate emergency management into RTA's Safety and Security Certification program and ensures emergency planning is adequately addressed in capital projects.
- Responsible for the implementation of the agency's scalable Incident Command System (ICS) before, during, and after all declared emergencies consistent with the National Incident Management System (NIMS) framework and pursuant to local, state, and federal requirements for inter-agency disaster response.
- Assesses the emergency management capabilities of RTA, coordinates disaster response capabilities with the New Orleans Police Department (NOPD), New Orleans Office of Homeland Security & Emergency Preparedness (NOHSEP), and other emergency response partners, and makes recommendations for strategies and actions that will improve capabilities
- Assists agency officials, department directors and administration in maintaining a COOP that ensures government agency functions can be re-established and sustained if impacted by an emergency or disaster incident.
- In coordination with other departments, develops and issues recommendations or corrective actions and monitors activities to ensure adequate preparedness of RTA assets.
- Leads, facilitates, and in coordination with other departments develops and implements recommendations or corrective actions from After-Action Reviews (AARs) and/or "hot washes".
- Develops, communicates, and trains RTA personnel on safety, security, and emergency management policies and procedures.

Risk/Threat Levels

The U.S. Department of Homeland Security has adopted the National Terrorism Advisory System, or NTAS, which replaces the color-coded Homeland Security

Advisory System (HSAS). The NTAS is expected to communicate information more effectively about terrorist threats by providing timely, detailed information to the public, government agencies, first responders, airports and other transportation hubs, and the private sector.

The NTAS has two levels:

- Imminent Threat Alert: Warns of a credible, specific, and impending terrorist threat against the United States.
- Elevated Threat Alert: Warns of a credible terrorist threat against the United States.

The alerts will include a clear statement that there is an imminent threat or elevated threat, and recommended steps that individuals, communities, businesses, and governments can take to help prevent, mitigate, or respond to the threat.

The NTAS Alerts will be based on the nature of the threat. In some cases, alerts will be sent directly to law enforcement or affected areas of the private sector, while in others, alerts will be issued more broadly to the American people through both official and media channels.

NTAS Alerts contain a sunset provision indicating a specific date when the alert expires. There will not be a constant NTAS Alert or blanket warning that there is an overarching threat.

The RTA Emergency Management Department, working with the RTA Security Department, will monitor NTAS threat levels and coordinate emergency response activities with the New Orleans Office of Homeland Security and Emergency Preparedness (NOHSEP) should a threat alert pertaining to the RTA's transit system arise.

RTA Incident Management Team

During major emergencies, the Director of Emergency Management, in consultation with the Chief Safety and Emergency Management Officer, can recommended activation of an Incident Management Team (IMT) that stands up a formal Incident Command Structure (ICS) for effectively managing facilities, equipment, personnel, procedures, and communications.

The RTA's IMT is led by an Incident Commander (IC) who directs a Command and General Staff. The Command Staff is comprised of a Public Information Officer, a Safety Officer, a Liaison Officer, and an Agency Representative.

The General Staff includes incident management personnel representing functional elements of the ICS under an Operations Section Chief, a Logistics Section Chief, a Planning Section Chief, and a Finance and Administration Section Chief.

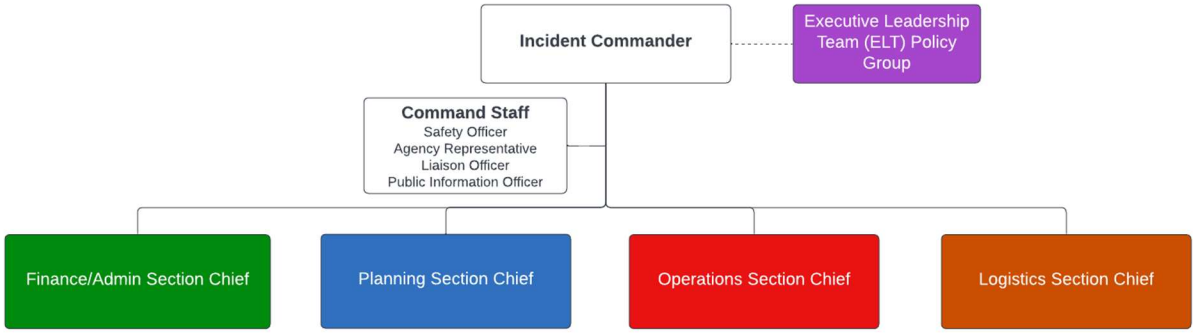


Chart 1: Incident Command System Organizational Chart

All RTA IMT personnel share the following common responsibilities:

- Receive assignment from RTA, including:
  - Job Assignment (designation, position).
  - Brief overview of the incident.
  - Approval for travel to the incident (order number, mission tasking).
  - Travel instructions, including reporting location, time, and authorized travel methods.
  - Any special communications instructions.
- Monitor incident-related information from media (national, local, social) if available.
- Assess personal equipment readiness for specific incident and climate (e.g. medications, money, medical records, approved electronic devices such as cell phone and computers, etc.) Assemble items for travel and personal support.
- Inform necessary individuals/family members as to incident assignment and contact information.
- Upon arrival at the incident (Incident Command Post, Incident Base or Camp, Staging Area) check in. If instructed to report directly to a tactical assignment, check in with Division/Group Supervisor or Operations Section Chief, then check in with Resources Unit Leader under Planning Section Chief.
- Receive briefing from immediate supervisor and document briefing on Activity Log (ICS-214).

- Assisting or Cooperating agencies or entities should contact your Agency Representative (AREP/Liaison Officer) to coordinate assignment and incident support concerns.
- Acquire work materials.
- Abide by both RTA and host organizational code or ethics, policies, procedures, and applicable labor agreements.
- Participate in Planning Process (Planning P) meeting and briefings as appropriate.
- Ensure compliance with all safety practices and procedures. Report unsafe conditions to those potentially affected, through the chain of command, and/or the Safety Officer (SOFR).
- Supervisors: Maintain accountability for assigned personnel with regard to exact location(s), personal safety, and welfare at all times, especially when working in or around incident operations.
- Know the assigned communications methods and procedures for the area of responsibility and ensure that communications equipment is operating properly.
- Use plain language and ICS terminology (no codes) in all radio communications.
- Complete forms, reports, and Activity Log (ICS 214) that are required of the assigned position and ensure proper disposition of incident documentation as directed by the Documentation Unit (or Planning Section Chief).
- Ensure all equipment is operational prior to each work period.
- Report any signs/symptoms of extended incident stress, injury, fatigue, or illness to a supervisor.
- Brief/debrief your replacement about ongoing operations when relieved.
- Prepare personal belongings for demobilization.
- Complete demobilization checkout process before being released from incident, including the return of all equipment.
- Upon demobilization, report estimated time of arrival (ETA) to RTA. Anticipate travel needs and prepare early-on for possible long-distance travel.
- Participate in after-action activities as directed.
- Complete and/or receive Incident Personnel Performance Rating (ICS 225), if appropriate.

All RTA Unit Leaders share the following unit leader responsibilities:

- Determine status of Unit activities and personnel.
- Determine resource needs.

- Request additional resources, as needed.
- Confirm dispatch and estimated time of arrival of staff, equipment, and supplies.
- Assign specific duties to staff and supervise staff.
- Provide Logistics Section with list of supplies to be replenished and equipment to be repaired.

All individuals in supervisory positions on the IMT share the following common leadership responsibilities:

- Exhibit principles of **duty**.
    - Be proficient in the job, both technically and as a leader.
    - Make sound and timely decisions.
    - Ensure tasks are understood, supervised, and accomplished.
    - Train and mentor assigned subordinates.
- Exhibit principles of **respect**.
    - Know subordinates and look out for their well-being.
    - Keep subordinates informed.
    - Build the team.
    - Assign subordinates in accordance with their capabilities.
- Exhibit principles of **integrity**.
    - Know yourself and seek improvement.
    - Seek responsibility and accept responsibility for your actions.
    - Lead by example.

Command and Command Staff

Incident Commander

The Incident Commander is responsible for the overall management of the incident or planned event and supervises the ICS positions reporting to them. In most cases, the initial responder to an incident is designated as the IC. However, as the incident becomes more complex, and an IMT is activated, the IC is typically relieved by a person with higher qualifications and experiences with primary jurisdiction over the incident.

The IC is responsible for providing direction and guidance to the Command and General Staff. They should analyze the requirements of the incident and determine the most appropriate direction for the management team to follow during a response. The primary mechanism for establishing this direction is to organize the Command and General Staff around decision making, establishing incident priorities and

objectives, approving incident strategies, and assigning operational tasks to primary staff for the first operational period and beyond.

The major responsibilities of the IC include:

- Review Common Responsibilities (see above).
- Review Common Leadership Responsibilities (see above).
- Where appropriate obtain a Delegation of Authority.
- Upon arrival, assess the situation and obtain incident briefing from current IC.
- Establish personnel priorities.
- Determine if Unified Command is appropriate/needed.
- Determine incident objectives and general direction for managing the incident.
- Establish an Incident Command Post (ICP).
- Establish an appropriate organization.
- Brief Command Staff and Section Chiefs.
- Coordinate and supervise activities for all Command and General Staff members.
- Ensure scene security.
- If applicable, consider the incident as a potential crime scene; preserve evidence and coordinate with law enforcement.
- Ensure adherence to the planning process and planning cycle.
- Ensure appropriate meetings and briefings are schedule as required.
- Approve and authorize the implementation of an Incident Action Plan (IAP).
- Ensure that adequate safety measures are in place, including assignment of a Safety Officer.
- Ensure safety received priority consideration.
- Foster an atmosphere free of discrimination, sexual harassment, and other forms of inappropriate behavior.
- Coordinate with key stakeholders.
- Make appropriate notifications (e.g., hospitals, health department, etc.)
- Approve requests for additional resources or for the release of resources.
- Keep Agency Administrator informed of incident status.
- Approve the use of trainees, volunteers, and auxiliary personnel.
- Ensure all IMT members are aware of and maintain the security and confidentiality of all classified, confidential, sensitive, and For Official Use Only (FOUO) documentation, intelligence, or data.

- Ensure proper development and releasing of information, which may include establishment and oversight of a Joint Information Center (JIC) (see Crisis Communications Annex).
- Authorize release of information to the news media (if delegated that ability).
- Ensure Incident Status Summary (ICS 209) is completed and forwarded to the appropriate higher authority.
- Order the demobilization of the incident/event when appropriate.
- Approve Demobilization Plan.
- Ensure incident financial accountability and expenditures are maintained to standards received from the CEO.
- Ensure the incident documentation package is complete.
- Debrief with the CEO
- Maintain an Activity Log (ICS 214).

Safety Officer (SOFR)

The Safety Officer (SOFR) monitors incident operations and advises the IC on all matters pertaining to operational safety and the health and safety of emergency responder personnel. The SOFRR has the emergency authority to alter, suspend, or terminate unsafe acts at all times for all incident operations. The Safety Officer also monitors the safety of all incident support functions and personnel assigned to the Incident Command Post (ICP).

The major responsibilities of the Safety Officer are:

- Review Common Responsibilities (see above).
- Review Common Leadership Responsibilities (see above).
- Assign assistants, as needed.
- Establish operating and reporting procedures for Assistant Safety Officers.
- Identify hazardous situations associated with the incident and coordinate with the Operations Section Chief while developing the Incident Action Plan Safety Analysis (ICS 215A) to mitigate the hazards.
- Participate in the Tactics and Planning Meetings, as well as other meetings and briefings as required.
- Provide safety direction in the Incident Action Plan (IAP) for assigned responders.
- Complete the Safety Message/Plan (ICS 208) for inclusion in the IAP.
- Approve the Medical Plan (ICS 206).
- Ensure the development of a Site Safety Plan as required.
- Review and provide input to the traffic plan, if developed.

- Ensure the selection of Personal Protective Equipment (PPE) and other equipment meets the needs of the incident.
- Ensure that personnel accountability system is in place for all personnel.
- Ensure that working conditions are monitored and work/rest guidelines are adhered to.
- Coordinate with the Medical Unit Leader (if applicable) to assign EMS personnel to tactical locations. Review and emergency evacuation guidelines.
- Ensure identified resources are in place to meet the behavioral health needs of responders.
- Exercise emergency authority to alter, suspend, terminate, and prevent unsafe acts outside of the scope of the IAP and notify the Incident Commander.
- Track and report accidents, injuries, and illnesses.
- Investigate or ensure investigation of accidents that have occurred within the incident area.
- Ensure the protection of the scene and preservation of evidence.
- Brief the IC on safety issues and concerns.
- Ensure all contractors and volunteers hired/brought in meet and are aware of appropriate safety/health training levels, and safety/health measures to achieve the response strategies.
- Monitor food, potable water, and sanitation service inspections. Request assistance from Public Health agencies as needed.
- Monitor operational period lengths of incident personnel to ensure work/rest guidelines are followed.
- Complete a debriefing session with the Incident Commander prior to demobilization.
- Ensure that all required agency forms, reports, and documents are completed prior to demobilization.
- Maintain an Activity Log (ICS 214).

Liaison Officer (LO)

When the New Orleans Office of Homeland Security and Emergency Preparedness (NOHSEP) activates its City Emergency Operations Center to coordinate emergency transportation or evacuation for the Citizens of New Orleans, the RTA IMT will assign a Liaison Officer (LO) to act as an RTA Operations Subject Matter Expert (SME). The LO works directly for the IC under the Command Staff but may be assigned to the CEOC if needed.

The major responsibilities of the LO are:

- Review Common Responsibilities (see above).
- Review Common Leadership Responsibilities (see above).
- Be a contact point for Agency Representatives (AREP), NGOs, and stakeholders who need greater interaction than provided by the Public Information Officer.
- Provide input on limitation and capability of assisting agency(ies) or entity (ies) resources as requested or needed during the Planning Process and Planning Cycle.
- Maintain a list of assisting and cooperating Agency Representatives, including name and contact information.
- Maintain a list of stakeholders, including name and contact information.
- Monitor Incident Check-in List (ICS 211) daily to ensure that all Agency Representatives are identified.
- Monitor incident activities to ensure that stakeholders are identified.
- Monitor incident operations to identify current or potential inter-organizational or stakeholder issues.
- Brief the IC on agency issues and concerns.
- Keep agencies supporting the incident and stakeholders aware of the incident's status.
- Conduct Stakeholder and Agency Representatives Meetings or Briefings as indicated.
- Assist in establishing and coordinating interagency contacts.
- Coordinate with Public Information Officer (PIO) to develop and implement Social Media strategy by providing input on social media uses and interface with Stakeholders and the Public.
- Respond to request for information and resolve problems.
- Complete a debriefing session with the Incident Commander prior to demobilization.
- Ensure that all required agency forms, reports, and documents are completed prior to demobilization.
- Maintain an Activity Log (ICS 214).

<u>Agency Representative (AREP)</u>

The RTA acts as an Assisting Agency to the City of New Orleans during major emergencies. As such, the RTA will assign an AREP to the CEOC. The AREP has been delegated authority to make decisions on matters affecting the agency's participation

in the incident or event. AREPs work for the RTA but communicates frequently with the LO who works for the IC.

The major responsibilities of an Agency Representative are:

- Review Common Responsibilities (see above).
- Ensure that all agency resources are properly check in at the incident.
- Obtain a briefing from the Liaison Officer or Incident Commander (IC).
- Inform any assisting or cooperating agency personnel at the incident/event that the Agency Representative position for that agency has been filled.
- Attend briefings and meeting as required.
- Provide input on capabilities, limitations, and availability of resources unless Resource Technical Specialist is assigned from the agency.
- Cooperate fully with IC and the General staff on agency involvement at the incident.
- Ensure the wellbeing of agency personnel assigned to the incident.
- Advise the Liaison Officer of any special agency needs, policies, procedures, or requirements.
- Report to home agency dispatch or headquarters on a prearranged schedule.
- Coordinate with Finance Section any respective items specific to their agency.
- Ensure that all agency personnel and equipment are properly accounted for and released prior to demobilization.
- Ensure that all required agency forms, reports, and documents are completed prior to demobilization.
- Complete a debriefing session with the Liaison Officer or IncidentCommander before demobilization.
- Maintain an Activity Log (ICS 214).

Public Information Officer (PIO)

The RTA PIO is responsible for developing and releasing information regarding the incident to the public, emergency responders, and other appropriate agencies and stakeholders. In most cases, the PIO leverages the media to notify the public. One PIO is typically assigned to the Incident Command. However, the PIO may add assistants if needed, depending on the amount and frequency of information being shared.

The major responsibilities of the PIO are:

- Review Common Responsibilities (see above).
- Review Common Leadership Responsibilities (see above).

- Determine from the Incident Commander (IC) if there are any limits on information release.
- Obtain copies of the current Incident Status Summary (ICS 209).
- Assign Assistant Public Information Officer(s) as appropriate.
- Keep informed of the incident development and its management through the planning process.
- Develop a plan to address any Information-related Incident Objectives.
- Develop material for use in media briefings.
- Obtain IC approval of media releases.
- Inform the media and conduct media briefings.
- Evaluate the need for and recommend the establishment of Joint Information Center, as necessary, to coordinate and disseminate accurate, accessible, and timely incident-related information.
- Coordinate with or operate within the Joint Information Center (JIC) if established.
- Maintain current Incident Information summaries and/or displays on the incident and provide information on the status of incident to assigned personnel.
- Brief IC on public information issues and concerns.
- Advise IC on all public information matters.
- Manage media and public inquiries. Obtain media information that may be useful to incident planning.
- Arrange for tours and other interviews or briefings as required.
- Coordinate media flight requests into the incident airspace with NOHSEP.
- Coordinate emergency public information and service alerts.
- Monitor media reporting for accuracy.
- Ensure that all required agency forms, reports, and documents are completed prior to demobilization.
- Complete a debriefing session with the Incident Commander prior to demobilization.
- Monitor and utilize social media as approved by IC.
- Maintain an Activity Log (ICS 214).

General Staff

Operations Section Chief (OSC)

The Operations Section Chief is responsible for the management of all operations personnel. This is difference from the day-to-day role of the Chief Operations Officer.

Under ICS, the Operations Section Chief focuses exclusively on operations and not Logistics, Finance/Administration, or Planning functions. All activities conducted by non-Operations Section Chiefs supports operations.

The Operations Section Chief operationalizes the Incident Action Plan and directs its execution. The Operations Section Chief does not conduct any operations outside of the IAP, and instead, allows the other supporting members of the IMT to receive and prepare requests outside of the IAP for integration into operations.

The major responsibilities of the Operations Section Chief are:

- Review Common Responsibilities (see above).
- Review Common Leadership Responsibilities (see above).
- Receive a briefing from the previous Section Chief (if previously staffed).
- Evaluate and request sufficient Section supervisory staffing and resources for both current operational requirements and future requirements (taking into consideration the lead time needed to obtain additional staff).
- Brief and assign Operations Section personnel in accordance with the Incident Action Plan (IAP).
- Supervise Operations Section field personnel.
- Implement the tactical plan for the Operations Section based on the Incident Command/Unified Command incident objectives.
- Evaluate on-scene operations and adjust organization, strategies, tactics, and resources (e.g., additional staff, equipment, etc.), as necessary.
- Ensure the Resources Unit is advised of changes in the status of resources assigned to the Section.
- Coordinate with the Safety Officer to ensure that Operation Section personnel execute work assignments following, and in compliance with, approved safety practices.
- Monitor the need for additional resources and request them, as necessary,
- Assemble/disassemble Task Force/Strike Team assigned to the Operations Section.
- Identify/utilize Staging Areas and assign Staging Area Manager(s), as needed.
- Evaluate and monitor the current situation for use in next operational planning period.
- Communicate incident progress, events, and occurrences to the Incident Command/Unified Command.
- Coordinate and consult with Planning Section Chief, Safety Officer, Logistics Section Chief, and Technical Specialist on implementation of appropriate strategies and selection of tactics to accomplish objectives.

- Prepare for and conduct the Tactics Meeting.
- Identify kind, type and number of resources required to support selected strategies.
- Subdivide work areas into manageable Branches, Divisions, and Groups.
- Based on incident objectives from IC, develop the Operations Section organization, work assignment, kind/type and quantity of resources needed for the next operational period using the Operational Planning Worksheet (ICS 215).
- Provide input for the Incident Action Plan Safety Analysis (ICS 215A) and coordinate planned activities with the Safety Officer to ensure compliance with safety practices.
- Identify appropriate Personal Protective Equipment (PPE) options prior to committing personnel.
- Participate in the planning process and development of the tactical portions (ICS 204) of the IAP.
- Assist with development of long-range, strategic, contingency, and demobilization plans.
- Develop a recommended list of Section resources to be demobilized and initiate recommendation for release when appropriate.
- Assist with development of and receive and implement application portions of the incident Demobilization Plan.
- Participate in briefings to Incident Management Team, media, tactical supervisors, visiting dignitaries, and others as requested.
- Maintain an Activity Log (ICS 214).

Planning Section Chief (PSC)

The Planning Section Chief is responsible for the collection, evaluation, dissemination, and use of incident information, resource status, and projections and forecasts of the incident dynamics and their effects. The Planning Section Chief facilitates the Planning Cycle to produce a written Incident Action Plan.

The Planning Section must understand the current situation and develop a common operating picture, predict the probably course of incident events and effects, prepare strategies and plans, as well as alternative strategies and plans, for the incident, and submit required incident status reports.

Major responsibilities of the Planning Section Chief are:

- Review Common Responsibilities (see above).
- Review Common Leadership Responsibilities (see above).

- Determine the organization of the Planning Section.
- Facilitate meetings and briefings.
- Supervise the tracking of incident/event personnel and resources through the Resources Unit.
- Reassign out-of-service personnel already on-site to ICS organizational positions, as appropriate.
- Establish special information-collection activities as necessary (e.g., weather, environmental, hazardous materials, etc.
- Collect, process, and display Incident Information and appropriate intelligence products.
- Establish information requirements and reporting schedules for Planning Section Units (e.g., Resources, Situation).
- Establish documentation requirements and time schedules for all ICS organizational elements for use in preparing the IAP.
- Supervise preparation of the Incident Action Plan (IAP).
- Provide input, feedback, and advice to IMT members preparing their products for the IAP.
- Incorporate plans (e.g., Traffic, Medical, Communications, and Site Safety) into the IAP.
- Develop other incident supporting plans (e.g., salvage, transition, security).
- Ensure that any special environmental or critical infrastructure protection needs are included in the IAP.
- Ensure the accuracy of all Incident Information and intelligence being produced by Planning Section Units.
- If requested, assemble, and disassemble Strike Teams and Task Forces not assigned to Operations.
- Assemble information on alternative strategies and coordinate with Operations.
- Provide periodic predictions on incident potential.
- Report any significant changes in incident/event status to IC and appropriate personnel.
- Ensure all Units within the section that handle data or intelligence are aware of and maintain a document security plan to manage the confidentiality and security of any classified, confidential, sensitive, and For Official Use Only (FOUO) documentation, intelligence, data, or Incident Information.
- Oversee maintenance of accurate and up-to-date incident documentation and system.

- Oversee preparation and implementation of the incident/event Demobilization Plan.
- Prepare recommendations for the release of resources (for the approval of IC).
- Maintain an Activity Log (ICS 214).

Logistics Section Chief (LSC)

The Logistics Section Chief is responsible for providing facilities, services, and material in support of the incident. The Logistics Section Chief participates in the development and implementation of the Incident Action Plan (IAP) and activates and supervises the branches and sections within the Logistics Section.

The major responsibilities of the Logistics Section Chief are:

- Review Common Responsibilities (see above).
- Review Common Leadership Responsibilities (see above).
- Plan, organize, and activate the Logistics Section.
- Assemble and brief Logistics Branch Directors and Unit Leaders, as required.
- Assign work locations and preliminary work tasks to Section personnel.
- Notify the Resources Unit of the Logistics Section Units activated, including names and locations of assigned personnel.
- Ensure the general welfare and safety of Logistics Section personnel.
- Request setup, and/or validate ordering processes and agency ordering point, as appropriate, to support the incident.
- Advise IC and other Section Chiefs on resource availability to support incident needs.
- In conjunction with IC, develop and advise all Section of the Incident Management Team regarding resource approval and the requesting process.
- Identify current service and support capabilities, evaluate, and supply the immediate service and support need for the planned and expected operations.
- Participate in the Tactics Meeting, review Operational Planning Worksheet (ICS 215), and estimate Section needs for upcoming operational period.
- Identify and evaluate the long-term future service and support requirements for the long-term planned expected operations.
- Participate in the preparation of the IAP.
- Prepare or provide input to and review the Incident Radio Communications Plan (ICS 205), Medical Plan (ICS 206) and Traffic Plan.
- Identify Logistical resource needs for incident contingencies.

- Coordinate and process requests for additional resources.
- Provide Logistics Section input to be included in the Demobilization Plan.
- Receive, review, and implement applicable portions of the Incident Demobilization Plan.
- Develop recommended list of Section resources to be demobilized and initiate recommendation for release, when appropriate.
- Review Activity Logs (ICS 214) provided by Unit Leaders.
- Maintain and Activity Log (ICS 214).

Finance/Administration Section Chief (FSC)

The Finance/Administration Section Chief is responsible for all financial, administrative, and cost analysis aspects of the incident and for supervising the members of the Finance/Admin Section.

The major responsibilities of the Finance/Administration Section Chief are:

- Review Common Responsibilities (see above).
- Review Common Leadership Responsibilities (see above).
- Participate in incident Planning Meetings and briefings, as required.
- Review operational plans and provide alternatives where financially appropriate.
- Manage all financial aspects of an incident.
- Provide financial and cost analysis information, as requested.
- Gather pertinent information from briefings with responsible agencies.
- Develop Section-specific procedures and staff, as appropriate.
- Meet with Agency Representatives, as needed.
- Maintain daily contact with Agency(s) Administrator/Executive on Finance/Administration matters, as required.
- Ensure that all personnel time records, pay documents, and other required documents, records and report are accurately completed and transmitted to home agencies, according to policy.
- Provide financial input to demobilization planning.
- Ensure that all obligated documents initiated at the incident/event are properly prepared and completed.
- Brief agency administrative personnel on all incident event-related financial issues needing attention or follow up prior to leaving incident.
- Develop recommended list of Section resources to be demobilized and initial recommendation for release when appropriate.

- Receive, review, and implement applicable portions of the incident Demobilization Plan.
- Maintain an Activity Log (ICS 214).

Responses Phase of Emergency Management

The Response phase of emergency management consists of seven components listed in the chronological order each component is normally performed. They include:

- Notification
- Activation
- Mobilization
- Coordination
- Operations
- Communications
- Demobilization

Notification

The RTA has several notification systems available to alert RTA personnel, emergency response partners, customers, the media, and the public of an immediate or potential emergency. These include:

- Dispatchers can use two-way radios to dispatch and communicate with field supervisors and bus operators.
- Dispatchers can send electronic notifications directly to bus, streetcar, paratransit, and ferry operators.
- Dispatchers can send out service disruption alerts to the public via transit app.
- The RTA's Public Information Officer can send service advisories to the public via the RTA's website and transit app.
- The Emergency Management Department can request that NOHSEP release a mass emergency alert to the public.
- The Emergency Management Department can send emergency alerts to all RTA personnel by email, SMS text, or text-to-voice messages.

Activation

Most minor incidents that do not significantly interrupt transit service can usually be managed by the Operations Control Center and RTA Duty Team.

However, other emergencies (such as a hurricane, flooding, or pandemic) may be geographic and threaten the disrupt the entire transit system. In such cases, RTA will activate its Incident Management Team and stand up an Incident Command Post.

Major emergencies that have the potential to interrupt transit service, cause multiple fatalities or serious injuries, last more than 8 hours, and/or attract widespread media attention may require full, partial, or limited activation of RTA's Incident Management Team as appropriate for the emergency level.

The Emergency Management Department will determine the activation level of the RTA IMT according to the following levels:

IMT Activation Level	Description	Staffing Level and Activity
Level I	Major long-term disruption to RTA service	Full Activation of RTA IMT with full Command and General Staff with 24-hr operational planning cycle/IAP.
Level II	Potential or actual threat (including special events impacting RTA operations)	Partial activation of RTA IMT with designation of Incident Commander, Command Staff, Operations Section Chief, and Planning Section Chief. Operational planning period can be extended to weekly or biweekly meetings.
Level III	Normal Operations	No activation of RTA IMT. Emergency Management Department focuses on preparedness, prevention, mitigation, and recovery activities.

Mobilization

Upon activation of RTA's IMT, members of RTA's IMT will be notified to mobilize and report to the Incident Command Post. The Operations Liaison Officer and Agency Representative will report to the City of New Orleans Emergency Operations Center (if requested).

Coordination

Once mobilized, the RTA's Emergency Management Department will integrate into the RTA's IMT as the Planning Section. The RTA's IMT Planning Section will then coordinate staffing and emergency management products using the Incident Command System (ICS) and NIMS framework via the ICS Planning Cycle.

When the City of New Orleans activates its EOC, the Operations Liaison Officer and Agency Representative will have access to WebEOC which is used by the City of New Orleans to manage the watch schedule, log emergency events and activities, log significant events, centralize emergency resource requests, manage emergency contacts, track the status of emergency shelters, and publish incident reports (e.g., SITREPS).

Operations

The Incident Commander will direct the Operations Section Chief to conduct tactical operations needed to implement the Incident Action Plan.

Examples of tactical operations include:

- Bus Bridge to substitute buses in lieu of streetcar/ferry service that is interrupted.
- Emergency evacuation of at-risk and special needs populations.
- Restoration of transportation services.

Communications

As soon as new (and updated) incident information is confirmed, the RTA IMT will jointly develop both internal and external communications for dissemination to key stakeholders:

The RTA IMT Public Information Officer, in coordination with the RTA IMT, may be required to coordinate public alerts and press releases with the New Orleans Office of Homeland Security and Emergency Preparedness (NOHSEP). During full activation, and when the City of New Orleans EOC is activated, the IMT PIO should contact NOHSEP to discuss what information should be released jointly and what information can be released independently.

Internal communications with employees that are not activated and serving on the RTA's IMT will be managed by the Daily Accountability Unit Leader, working for the Finance and Admin Section Chief of the IMT. Daily Accountability shall be completed

via SMS text with options for each reserve employee to share their status and availability for work.

Demobilization

Once the emergency is effectively managed, the on-scene Incident Commander will coordinate with the CSEM and/or the Planning Section Chief to demobilize the RTA's IMT.

All RTA IMT personnel must submit any required documentation (such as their completed timesheet, expenses, reports, and ICS forms), check in any equipment assigned to them, and debrief with their supervisor prior to their scheduled departure. The individual debriefing should include Critical Incident Stress Debriefing by Human Resources or Employee Assistance Program personnel when appropriate.

Modular Incident Management Team

The RTA's IMT is modular, meaning that all functional areas of Planning, Logistics, and Operations can be expanded to manage an incident that is increasing in size and complexity.

Maintaining an effective span of control ratio of no more than 5 subordinates to one supervisor is optimal to ensure that communication up and down the IMT is effective.

For example, an Incident Management Team could expand each ICS Section into multi-discipline Branches, functional Groups, geographic Divisions, specialized Strike Teams or Task Forces, and single resource Units as follows:

Some ICS functions (such as Public Information, Planning, Logistics, and Finance/Administration) may be difficult to perform on-scene if access to telephones, computers, Internet access, etc. is limited or not available.

In such cases, the Incident Commander may request the CSEM assign members of the Emergency Management Team to perform those ICS functions from the Emergency Operations Center or Joint Information Center.

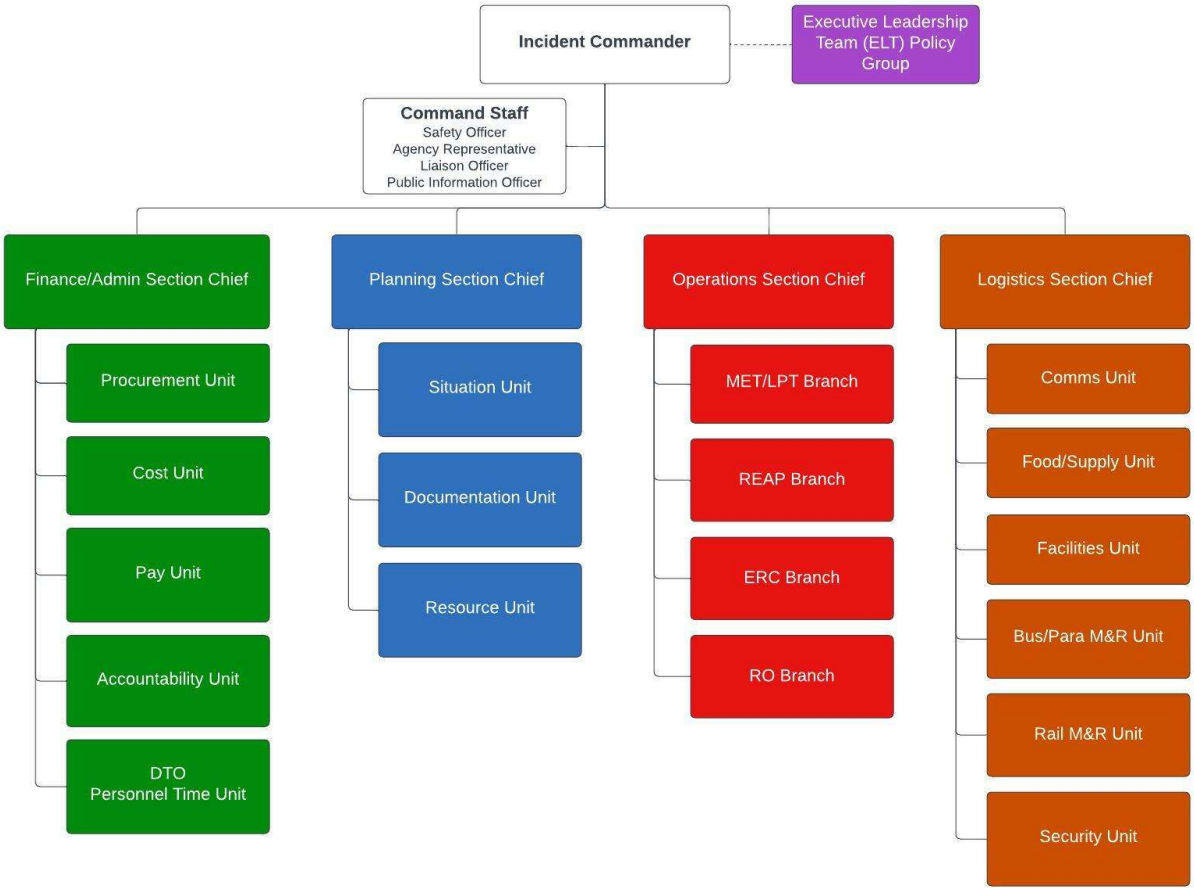


Chart 2: Expanded Incident Management Team

Incident Objectives and Priorities

The RTA IMT should establish basic incident objectives and priorities for every type of emergency that is managed. Below are the recommended baseline objectives that should be published and accomplished for every RTA IMT activation:

#1 – Life Safety: Protecting the safety of passengers, the public, and responders.

#2 – Incident Stabilization: Stabilizing the incident to reduce expansion and eliminate the hazard.

#3 – Property/Environmental Conservation: Protecting RTA assets, public and private property, and the environment.

By completing incident objectives in this order, the goal of the Incident Action Plan is to end the emergency and restore public transit services as quickly and safely as possible.

City of New Orleans Emergency Operations Center

The Operations Liaison Office and Agency Representative assigned to the City of New Orleans Emergency Operations Center should be familiar with the activation levels of the CEOC.

Major emergencies that have the potential to interrupt transit service, cause multiple fatalities or serious injuries, last more than eight hours, and/or attract widespread media attention may require full, partial, or limited activation of RTA's IMT as appropriate for the emergency level.

The following four EOC Activation Levels are currently used by EOCs for the City of New Orleans, Orleans and St. Bernard Parish, and the State of Louisiana.

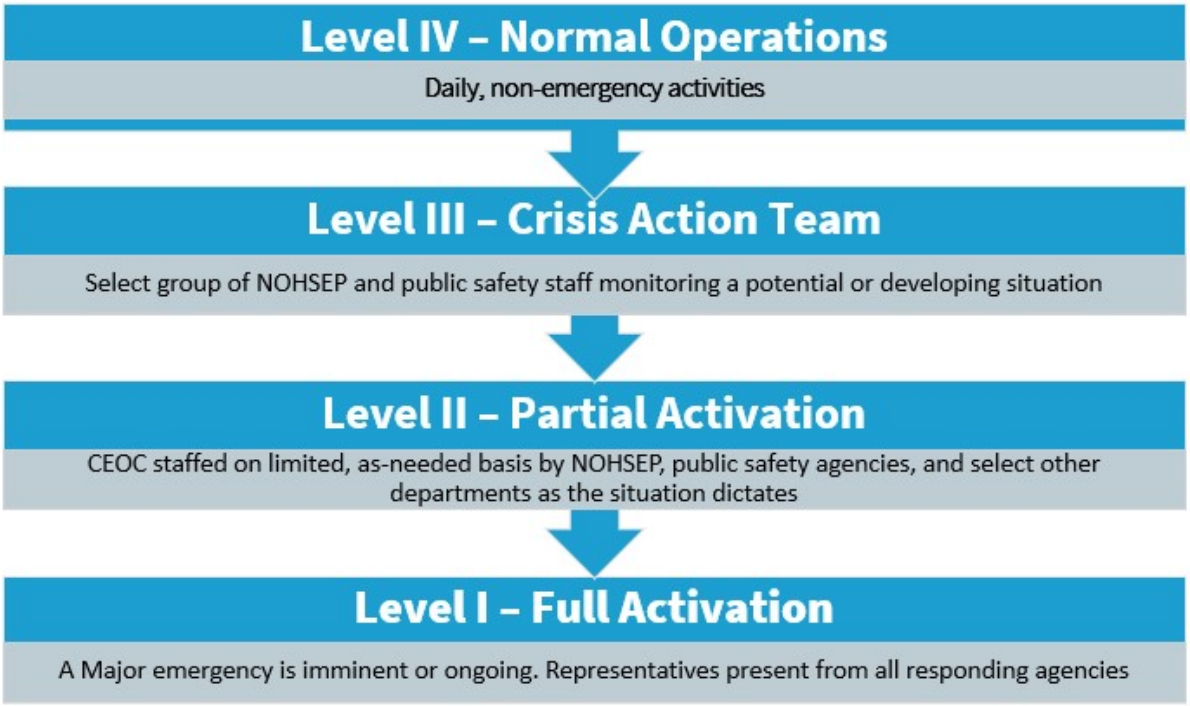


Chart 3: CEOC Activation Levels

RTA's IMT typically will activate simultaneously with the CEOC, however, there may be some emergencies where the CEOC will activate without needing RTA IMT to active, or the RTA IMT will activate on its own without CEOC activation.

Executive Leadership Team Training

The RTA's Executive Leadership Team serves in a policy advisory role to the RTA Incident Commander. To serve this purpose, the Executive Leadership Team should be trained and familiar with the following:

- Complete NIMS IS-700/100/200/800 (Intro, Basic, and National Response Plan (NRP)) training
- Annual review of RTA's All Hazards Plan (AHP) in conjunction with the Agency Safety Plan (ASP)
- ELT members who also serve as Command Staff officers or General Staff section chiefs may also be required to take ICS-300/400 classroom training.
- Additional NIMS or position-specific training may be recommended.

Incident Management Team Training

To better understand their role under NIMS and update the latest situation status, potential members of RTA's Incident Management Team are required to:

- Complete NIMS IS-700/100/200/800 (Intro, Basic, and NRP) training
- Complete training on RTA's All Hazards Plan (AHP) as required by the CSEM
- Participate in drills and exercises to evaluate performance of RTA personnel

Incident Management Team members who also serve as Command Staff officers or General Staff section chiefs may also be required to take ICS-300/400 classroom training.

IMT members who are assigned to the CEOC should complete IS-2200 Basic Emergency Operations Center Functions (online through FEMA website) and G-2300 Intermediate Emergency Operations Center Functions (in-person training available through City, Parish, State OEM.s or EMI, FEMA Emergency Management Institute).

The Emergency Management Department will work closely with the Manager of Operations Training, the Director of Professional Standards and Training, and RTA Department Heads to train and track training for all members assigned to the RTA's IMT.

Incident Command System Training for All RTA Personnel

All RTA employees are required to complete IS-100 as baseline emergency management training should in the future, an employee become activated to serve on the RTA's IMT.

Training and Exercise

Training for RTA Departments should take place annually. The All-Hazards Plan will be exercised at least once each year, and all RTA Departments will be required to participate. The exercise will be executed in accordance with the RTA's Exercise Plan.

If the RTA IMT is fully activated and an after-action report (AAR) is completed, that operation and its AAR will be considered the annual exercise. Once the AAR is completed, an AAR Task Sheet will be sent to all parties named to track their progress.

Recovery

The primary activities of the Recovery phase are designed to lead to the restoration of normal RTA services. Depending on the nature and severity of the incident, this may consist of both a short-term and long-term part.

Short-term operations look to restore the most critical transit services to the community, to the extent possible, on an expedited basis. Long-term recovery focuses on re-establishing RTA services to the entire RTA service area to its normal, pre-incident state.

Depending on the complexity of recovery, the RTA IMT Operations Section will staff up a Recovery Operations Branch that will focus exclusively on managing the restoration of service for all modes as safe as it is possible to do so.

In addition, debriefing and assessment of response are an integral part of the Recovery phase. Corrective actions and improvements named from this process should be incorporated into the Emergency Management Plan or departmental Standard Operating Procedures and other guidance documents to improve response in the future.

Damage Assessment

Once the incident has been brought under control, a Damage Assessment Team will assess damages to RTA facilities, vehicles, and other fixed assets. The Damage Assessment Team will consist of representatives from various RTA departments.

The RTA IMT Logistics Section will lead the RTA's efforts to conduct damage assessments post incident.

Such incident objectives are:

- Coordinate with the City of New Orleans, Orleans Parish, State of Louisiana, and cities within the RTA Service Area to conduct a damage assessment and decide accessibility of streets and roadways used by RTA vehicles
- Evaluate all bus routes, streetcar lines and waterways used by RTA
- Decide the condition of all RTA facilities
- Decide the availability and condition of RTA rolling stock

- Assess the availability of Mechanics and parts needed to repair damage
- Consider any other factors that would affect RTA's ability to resume partial or full service to the RTA service area.

Once this information has been obtained, the Logistics Section will report to the RTA's Command and General Staff with recommendations on the steps necessary to restore partial / full service to the RTA service area and the timeline for carrying out that goal.

Restoration Of Service

Once the RTA IMT is demobilized, all products and report generated will be transfer to the appropriate RTA Departments so that restoration of service can continue.

The Chief Operations Officer will work with the Deputy CEO of Planning and Infrastructure and RTA Facilities to make any temporary repairs to damaged infrastructure to resume at least partial service as quickly as possible.

The Deputy CEO of Planning and Infrastructure will work with construction contractors able to perform essential repairs and restoration activities to accelerate the return to service.

RTA's Emergency Management Department, working with the Safety and Operations Department, will continue to assist restoration of service post RTA IMT demobilization by working with the CEOC to confirm the status of streets, bridges, underpasses, tunnels, and waterways within their jurisdictions.

Among the areas to be addressed are:

- Arranging for clearing debris from streets, roadways, streetcar lines, transit, and marine facilities
- Restoring power and addressing downed power lines
- Locating and retrieving all RTA equipment affected by the emergency
- Repairing damaged vehicles and/or getting replacements (temporary or permanent)
- Testing equipment that may have been affected by the incident
- Verifying that transit operations can be safely conducted in the areas in which service is to be resumed. This verification is jointly performed by Safety and Operations.
- Depending upon the nature of the incident, assigning personnel to provide additional security for its transit vehicles.
- When deemed safe, notifying operators to report to work.

The RTA's Public Information Office will continue to prepare news releases, conduct media interviews, update RTA's websites and blog, and use other communications systems to convey pertinent information on the resumption of service to ensure employees, customers, and the public are aware of the scope of restored services.

Resumption of services information should also be routed to customer service personnel to communicate to the public.

Return To Normal Operations

Upon the resumption of partial or full service, the Operations Department will inspect every bus, paratransit vehicle, streetcar, and ferry in service to ensure that it is running safely and efficiently.

If full service has not been restored, the Operations Department will name and add other routes and/or services as quickly as conditions call for. Information on these modifications to service will be sent to the Public Information Officer and relayed to the public through the media, RTA website, customer Service, and other communications systems.

After the IMT is demobilized, the Executive Leadership Team and Senior Leadership Team will manage the full restoration of service, arranging for long-term repairs and/or equipment replacement and decide any other steps necessary to restore RTA's service to its normal operating status.

The Risk Management Department will review any claims made against RTA because of the incident. With input from Audit and Legal, Finance will make recommendations concerning disposition of each claim.

The RTA Internal Audit and Compliance Team will conduct an audit of all emergency expenditures to ensure that all monies spent were justified.

All departments will inventory and assess their equipment and supplies to decide which items need to be replaced or replenished to bring that department back to its normal, pre-incident level.

Debriefing And After-Action Report

A key part of the recovery stage is conducting an extensive After-Action Review of the mitigation, preparedness, response, and recovery efforts with an eye toward improving RTA's performance during future incidents or emergency situations.

This would include reviewing such items as:

- Vehicle, facility, and equipment use

- Necessary repairs and/or maintenance
- Records of activities of all departments during response and recovery operations
- The effectiveness of Mitigation and Preparedness plans
- Identification of problem areas and lessons learned

All RTA personnel involved in the response will be individually debriefed by their supervisor prior to demobilization (or as soon thereafter as practical) to capture information about the events and activities with which they were involved, their beliefs of those activities, and any issues or concerns they met.

A more formal, systematic debriefing is recommended within two weeks of the conclusion of the incident. The CSEM will schedule and conduct this debriefing with the Command and General Staff of the IMT and ELT Policy Group. The debriefing should identify the strengths, areas for improvement, and opportunities to improve performance, procedures, and the AHP. Results will be summarized in a written After-Action Report (AAR).

The following topics should be discussed and evaluated during the Debriefing:

- Tasks that were not covered in the mitigation, preparedness, response, and recovery plans or actions that were redundantly performed by more than one department or agency
- Inter-departmental and inter-agency relationships
- Communication, collaboration, and coordination systems
- Decision-making processes
- Problems/challenges and recommendations to resolve in the future
- Innovative solutions that were successfully developed
- Suggested additions, deletions, or changes to the All Hazards Plan, annex(es), or other response procedures used during the event.

The debriefing should encourage RTA and its key responders to name strengths, weaknesses, and areas requiring improvement. Results will be summarized in a written After-Action Report.

A Corrective Action / Improvement Plan will be developed by the CSEM and approved by the Emergency Management Director. A specific individual, department, or other organization will be assigned responsibility for correcting each deficiency by an agreed-upon due date or deadline. The Corrective Action/Improvement Plan will be shared with the State Safety Oversight Agency as required by the RTA's Agency Safety Plan.

RTA ALL HAZARDS PLAN

FUNCTIONAL & HAZARD SPECIFIC ANNEXES

A. Hurricane and Severe Weather
B. Infectious Disease
C. Building Emergency Response
D. Special Event
E. Continuity of Operations/Major Service Disruption
F. Terrorism
G. Active Shooter
H. Public Protest
I. Cyberattack
J. Biological or Radiological Incident
K. Pollution or Hazardous Spill
L. Union Strike
M. Crisis Communications

RTA ALL HAZARDS PLAN

APPENDICES

A. Essential Personnel Roster
B. RTA Incident Command System Forms
C. Incident Command System Glossary
D. Sensitive Security Information

STATE OF EMERGENCY AND DISASTER RECOVERY

(SAF7)

POLICY STATEMENT

The New Orleans Regional Transit Authority (RTA) is committed to protecting the safety, security, and continuity of transit services for the New Orleans region. This State of Emergency and Disaster Recovery Policy authorizes the Chief Executive Officer (CEO), or designee, to issue an Emergency Declaration for rapid protective actions, continuity of operations, and reimbursement eligibility. It also establishes a structured transition into Disaster Recovery Operations to support response, repair, and cost recovery.

PURPOSE

The purpose of this policy is to define the authority, procedures, and documentation requirements associated with Emergency Declarations. It outlines the conditions under which a declaration may be issued, the responsibilities it activates, and the documentation required to ensure accountability and audit readiness. This policy further establishes how the agency will formally conclude an emergency declaration and transition into Disaster Recovery Operations.

APPLICATION

This policy applies to all RTA departments, personnel, and operations, including bus, streetcar, paratransit, and ferry services. It governs actions taken before, during, and after an incident when an Emergency Declaration is issued by the CEO or designee, and it is binding on all staff and contractors engaged in emergency response, recovery, or continuity of operations. If a conflict occurs between this policy and a Collective Bargaining Agreement (CBA), the CBA will prevail.

ADOPTED BY:

The RTA Board of Commissioners on xx/xx/2025, Resolution 25-___.

APPROVED BY:

Lona Edwards Hankins
Chief Executive Officer

1.0 GENERAL

The Chief Executive Officer (CEO) may issue an Emergency Declaration to support emergency operations, ensuring the agency responds decisively and recovers effectively. An Emergency Declaration is used to activate preparedness and response measures ahead of or during imminent threats, and upon rescission, it also initiates Disaster Recovery Operations to maintain continuity of transit services following a disruptive incident. This approach allows RTA to clearly distinguish between immediate response actions and longer-term recovery needs, while preserving eligibility for reimbursement and ensuring transparency in agency operations.

This Policy and any Emergency Declarations are issued only to the extent such power resides with RTA. To the extent any applicable disaster or emergency declarations are reserved by law to other political or legal authorities, this policy shall be intended and interpreted to not interfere or contravene such laws or declarations.

No emergency need be declared under this Policy for emergency procurements or contracting to occur so long as such procurements follow the requirements of applicable law and RTA's Procurement Manual.

1.1 Common Definitions

All Hazards Plan (AHP): RTA's primary emergency operations plan, which outlines agency-wide preparedness, response, recovery, and continuity of operations procedures. The plan addresses prevention, preparedness, mitigation, response, and recovery actions for technological and accidental, adversarial/human-caused, and natural hazards.

City-Assisted Evacuation Plan (CAEP): The City of New Orleans' plan to support evacuation of residents without personal transportation, in which RTA plays a critical role.

Disaster Recovery Operations: Actions taken after rescission of an Emergency Declaration to assess damage, restore services, document costs, and pursue state or federal reimbursement.

Emergency: Any incident, natural or human-caused, that threatens or disrupts the safe and continuous operation of RTA services, facilities, or personnel, and requires extraordinary actions beyond routine operations. Emergencies may include severe weather, flooding, public health crises, cyber incidents, utility failures, civil disturbances, or other events that pose an immediate risk to life, property, or the agency's ability to provide essential transit services.

Emergency Declaration: A formal internal statement issued by the CEO, or their delegate, to activate preparedness and response measures ahead of or during imminent threats.

Emergency Pay: Additional compensation authorized for eligible employees performing emergency-related work during a declared emergency or disaster recovery period, as specified in union contracts and this policy.

Emergency Procurement: The expedited acquisition of supplies, services, or equipment necessary to support emergency operations during a declared emergency and/or disaster recovery period.

Emergency Work: Duties performed during a declared emergency or disaster recovery period that are necessary to save lives, protect public health and safety, protect improved property, or eliminate or lessen an immediate threat of damage. Within RTA, this includes extraordinary actions beyond normal job responsibilities or routine operations, such as storm ride-out, evacuation or REAP support, emergency fueling and logistics, damage assessment, debris clearance at transit facilities, cost documentation for FEMA/FTA reimbursement, or other protective measures directed by the CEO or Incident Management Team. Routine preparedness activities (e.g., vehicle tie-downs, inspections, or service restarts conducted during regular shifts) are not considered Emergency Work unless specifically designated as such under an Emergency Declaration.

Essential Personnel: Employees designated by RTA to remain on duty or report during declared emergencies to ensure continuity of operations and critical transit services.

FEMA Audit Standards: Documentation and cost-tracking requirements established by the Federal Emergency Management Agency (FEMA) to ensure compliance and reimbursement eligibility.

Force Account Labor: RTA employee labor costs that are directly tied to emergency response or recovery activities and eligible for reimbursement under FEMA Public Assistance guidelines.

Incident Command System (ICS): A standardized organizational structure used for managing emergencies, applied within RTA through its All Hazards Plan and Incident Management Team (IMT).

Incident Management Team (IMT): The cross-functional group of RTA personnel activated under the All Hazards Plan to coordinate emergency response and recovery operations using the Incident Command System (ICS).

National Incident Management System (NIMS): A standardized national framework for managing emergencies, which RTA follows to ensure coordination and reimbursement eligibility.

Residential Evacuation Assistance Program (REAP): Part of the CAEP, the REAP is designed to support the evacuation of residents with access and functional needs, in coordination with city and state agencies.

Rescission: A formal termination of an Emergency Declaration issued when the emergency phase has concluded. A rescission signals a return to normal or modified transit operations.

1.2 Authority and Delegation

The CEO, as appointed by the RTA's Board of Commissioners, is authorized to issue emergency declarations pertaining to emergency operations. These declarations support RTA's mission to protect transit-dependent populations, safeguard infrastructure, and maintain continuity of operations.

This authority aligns with the Robert T. Stafford Act, which governs federal disaster assistance. Under the Act, agencies like FEMA may reimburse eligible emergency measures, including transit support, labor, equipment use, and sheltering of essential personnel. The CEO's authority allows for rapid action before, during, and after major incidents ensuring both operational readiness and compliance with reimbursement requirements.

To ensure continuity during emergencies, the CEO may delegate this authority to a member of the Executive Leadership Team. Delegation may rotate among Chiefs based on availability or expertise. All delegations must be documented and shared with Emergency Management and General Counsel, and may be revoked at any time.

1.3 Declaration of Emergency

A Declaration of Emergency may be issued by the CEO, or designee, in anticipation of, or in response to, an imminent threat that poses a risk to public safety, disrupts transit services, or endangers RTA personnel or transit assets. These threats may include hurricanes, tropical storms, flooding, civil unrest, infrastructure failure, or any hazard identified in the agency's All Hazards Plan.

The CEO may issue an emergency declaration concurrently with or independent of an emergency declaration by the Governor of Louisiana or the Mayor of New Orleans. While alignment with state or local emergency declarations is preferred for coordination and funding purposes, the CEO is empowered to declare an emergency unilaterally based on operational conditions, predictive modeling, threat forecasts, or

direct observations that justify protective action. This authority ensures RTA can act swiftly to safeguard life, protect property, and preserve operational continuity without unnecessary delay.

Emergency Declarations will normally be reserved for Category III+ hurricanes or other major incidents. For tropical storms and Category I–II hurricanes, the CEO may direct preparedness activities without issuing an Emergency declaration. See Appendix A – Tropical Storm Decision Matrix.

Once an Emergency Declaration is issued, the following actions may be authorized:

- Activation of the Incident Management Team (IMT) per the RTA's All Hazards Plan to coordinate agency-wide emergency response;
- Suspension, modification, or curtailment of regular transit services;
- Deployment of resources to support the City-Assisted Evacuation Plan (CAEP) and Residential Evacuation Assistance Program (REAP);
- Emergency procurement of supplies, services, or transportation equipment;
- Activation of emergency pay provisions for eligible union-represented employees under the ATU and IBEW;
- Initiation of shelter-in-place logistics, including procurement of hotel accommodations and food for essential personnel;
- Staging, fueling, and securing of transit vehicles and facilities in advance of anticipated impacts;
- Issuance of emergency notifications via ReadyOp text alerts and Microsoft Outlook email with the signed declaration attached;
- Temporarily suspend or pause ongoing construction, maintenance, or capital projects when continuation poses safety, security, or operational risks, or when contractor access to sites may be limited due to emergency conditions.

The CEO or designee shall notify the Board of Commissioners in writing within 24 hours of issuing any Emergency Declaration. This notification will include the effective date and time, the nature of the incident, and the scope of authority exercised. The notification ensures the Board is promptly informed of the agency's emergency posture, operational impacts, and any anticipated emergency procurement or pay actions.

If any emergency procurement exceeds the Board approval threshold in the RTA Procurement Manual, the CEO will notify the Board in writing within 24 hours of any such procurement and provide a briefing at the next scheduled meeting.

An emergency declaration remains in effect until formally rescinded by the CEO or their designee, typically when emergency conditions have stabilized, response operations are demobilized, and the agency transitions to recovery. All actions taken under this declaration must be documented in accordance with FEMA audit standards and consistent with the Incident Command System (ICS) and the National Incident Management System (NIMS). Operational activity shall be logged using ICS Form 214s, maintained by the Emergency Management Department to ensure transparency, accountability, and reimbursement readiness.

1.4 Emergency Declaration Rescission

The Chief Executive Officer (CEO), or their designee, will issue an Emergency Declaration Rescission when the emergency phase has concluded and RTA transitions toward recovery. The rescission formally ends the agency's emergency posture, including any extraordinary response measures and the broad authorization for emergency pay, while ensuring continuity of recovery and reimbursement activities.

Issuing a rescission provides a deliberate and documented shift from immediate response to Disaster Recovery Operations. This approach aligns RTA with FEMA's phased disaster lifecycle of Response, Recovery, Mitigation, and Preparedness.

An Emergency Declaration Rescission should be issued when:

- Immediate threats to life and safety have subsided;
- Transit operations are returning to normal or modified service;
- Remaining work consists primarily of damage assessment, service restoration, cost recovery, or mitigation;
- Ongoing coordination with FEMA, NOHSEP, GOHSEP, or FTA is required to support reimbursement and recovery.

After rescission, RTA may initiate or continue the following actions:

- Transition into Disaster Recovery Operations under the All Hazards Plan;
- Assign a Project Manager from Infrastructure and Capital Projects to oversee documentation and coordination with FEMA consultants;
- Establish a disaster-specific cost center in Finance to track eligible expenditures;
- Collect and submit ICS Form 214s, labor logs, procurement records, and material usage for reimbursement;
- Prioritize restoration of critical routes and access to Emergency Resource Centers and other essential facilities;

- Communicate with the public regarding service restoration and recovery progress.

Once an Emergency Declaration Rescission is issued, the declaration is considered closed. RTA will continue operations under Disaster Recovery or normal conditions, as appropriate. All documentation must comply with ICS, NIMS, and FEMA standards to ensure accountability and audit readiness.

1.5 Emergency Pay

The issuance of a Emergency Declaration may trigger eligibility for emergency pay. To ensure equity, transparency, and audit-readiness, this policy outlines the specific conditions under which emergency pay may be granted.

Each declaration issued by the CEO (or their designee) must explicitly state:

- The effective start time and date of emergency pay; and
- The categories of employees or work assignments eligible for emergency compensation under that declaration.

Union Employees - Employees represented under collective bargaining agreements with the Amalgamated Transit Union (ATU), the International Brotherhood of Electrical Workers (IBEW), and United Labor Union (ULU) are eligible for emergency pay in accordance with the terms of their respective CBAs.

These provisions apply to:

- Essential personnel activated and reporting for duty;
- Work performed under modified or emergency operations;
- Duties supporting evacuation, sheltering, continuity of service, or the provision of critical transportation during a declared emergency, as long as conditions are deemed safe.

Union emergency pay is activated once declared by the CEO and processed using established payroll codes. These costs are tracked for potential reimbursement under FEMA Public Assistance guidelines.

Hourly, Non-Union Employees - Hourly employees who are covered by the Fair Labor Standards Act's overtime rules (i.e., non-exempt) are eligible for emergency pay when:

- They are formally activated for emergency operations by agency leadership or the Emergency Management Department; and
- They perform duties that directly support declared emergency or disaster operations.

Emergency pay for this category will be applied as specified in RTA Policy HC-35.

Salaried, Non-Union Employees - Salaried employees who meet the federal Fair Labor Standards Act (FLSA) criteria are normally not eligible for overtime compensation. However, during declared emergencies, they may be eligible for post-incident emergency pay when:

- They are formally activated for emergency operations by the RTA's Emergency Management Department; and;
- They perform duties outside the scope of their regular job description, directly in support of emergency response or recovery operations.

These duties may include, but are not limited to:

- Coordinating the procurement and delivery of emergency food, shelter, or fuel;
- Managing staging areas or logistics hubs;
- Supporting the City-Assisted Evacuation Plan (CAEP) or REAP program;
- Serving in an assigned role within the Incident Command System (ICS), such as Public Information Officer, Logistics Section Chief, or Operations Liaison;
- Assisting with 24/7 operational coordination, documentation management, or FEMA, NOHSEP, and GOHSEP interface roles.

Emergency pay for this category will be applied as specified in RTA Policy HC-35.

1.6 Emergency Procurement

Emergency procurement authority under this policy permits expedited purchasing in line with applicable federal and state law and relevant portions of RTA's Procurement Manual. Reasonable efforts should be taken to achieve competition in line with agency needs and circumstances.

1.7 Documentation and Recordkeeping

All actions taken under an Emergency Declaration must be rigorously documented in accordance with FEMA audit standards, the Incident Command System (ICS), and

the National Incident Management System (NIMS). Documentation shall include, but not be limited to:

- **ICS Form 214s:** All emergency activities, including activation of personnel, resources deployed, and incident milestones, must be logged on ICS Form 214s. The Emergency Management Department shall collect and maintain these forms as part of the official incident record.

- **Cost Center Records**: The Finance Department shall establish a dedicated cost center for each declared incident to track all expenditures related to emergency response, recovery operations, and emergency pay

- **Activation Records:** Documentation verifying which employees were activated, the specific roles they performed, and the effective start times for emergency pay, as stated in the declaration.

- **Supporting Documentation:** Any additional records necessary to support reimbursement requests, including procurement orders, labor logs, and relevant correspondence with FEMA, NOHSEP, GOHSEP, and FTA.

These records will be maintained for the duration of the emergency and for the period required by federal and state regulations, ensuring that RTA is prepared for any audits or reimbursement claims.

1.8 Notification and Activation

Upon issuance of an Emergency Declaration, the Emergency Management Department shall ensure timely and coordinated notification of the declaration across the agency. The following procedures shall be used to ensure full organizational awareness and activation

- **Emergency Notification Systems**: The declaration will be transmitted to designated personnel via the ReadyOp system as a text alert.

- **Mass Communication**: A Microsoft Outlook email with the signed declaration attached will be sent to all RTA employees, with instructions on activation status, reporting requirements, and response expectations.

- **Executive Team Cascade**: Department Chiefs and Directors are responsible for confirming receipt and cascading operational instructions to their respective divisions.

- **Personnel Activation Tracking**: The RTA's activated Incident Management Team (IMT) will maintain an internal activation roster, identifying which employees are activated, for what roles, and for what duration. This will support pay eligibility, role assignments, and documentation requirements.

- **Documentation of Notification**: All notifications and confirmation receipts will be documented and retained to support after-action reporting and audit readiness.

1.9 Policy Integration and Maintenance

This Policy shall be maintained as part of the RTA's All Hazards Plan. The Emergency Management Department is responsible for ensuring the policy remains current and reflective of best practices, legal guidance, and operational lessons learned. Updates to this policy shall be documented in accordance with RTA's plan maintenance procedures and subject to review by the CEO, ELT and the Board of Commissioners as appropriate.

2.0 FLOWCHART

N/A

3.0 REFERENCES

- Agency Safety Plan
- All Hazards Plan
- City Assisted Evacuation Plan

4.0 ATTACHMENTS

- Resolution 25-113
- Appendix A – Tropical Storm Decision Matrix
- Appendix B – Template – Emergency Declaration
- Appendix C – Template – Emergency Declaration Rescission

5.0 POLICY HISTORY

Date	Revision No.	Resolution No.	Comments
02/24/26	Adoption		Replaces Resolution 20-022

6.0 SPONSOR DEPARTMENT

Safety

RTA
Regional Transit Authority

Appendix A – Tropical Storm Decision Matrix

Tropical Storm Decision Matrix

Storm Category Forecast	Emergency Declaration	EM Activation	TRRT Location	CAEP Ordered	Transit Service Suspension	CEOC Liaison Location	Emergency Pay*
TS/CAT I	No	VEOC	SIP (home)	No	10 hrs pre-TS winds	City Hall	No
TS/CAT I + RI	No	VEOC	SIP (home)	No	10 hrs pre-TS winds	City Hall	No
CAT II	No	VEOC	SIP (home)	No	18 hrs pre-TS winds	City Hall	No
CAT II + RI	Yes	VEOC	SIP (home)	Maybe Limited/SLR	18 hrs pre-TS winds	City Hall	Yes
CAT III	Yes	Full IMT	SIP (NOLA hotel)	Yes	18 hrs pre-TS winds	REL (NOLA hotel)	Yes
CAT III + RI	Yes	Full IMT	SIP (NOLA hotel)	Maybe Limited/SLR	18 hrs pre-TS winds	REL (NOLA hotel)	Yes
CAT IV/V	Yes	Full IMT	REL (outside hotel)	Yes	18 hrs pre-TS winds	REL (NOLA hotel)	Yes
CAT IV/V + RI	Yes	Full IMT	SIP (NOLA hotel)	No	18 hrs pre-TS winds	REL (NOLA hotel)	Yes

TS= Tropical Storm **CAT** = Category **RI** = Rapid Intensification **CAEP** = City Assisted Evacuation Plan **VEOC** = Virtual Emergency Operations Center **SIP** = Shelter in Place **REL** = Relocation **SLR** = Shelter of Last Resort **IMT** = Incident Management Team **CEOC** = City Emergency Operations Center **TRRT** = Transit Response and Recovery Team

Disclaimer: For tropical storms and Category I–II hurricanes, no Emergency Declaration will normally be issued. However, the CEO retains authority to declare an emergency under extraordinary circumstances for any storm category, such as rapid intensification, significant flooding, or compounding incidents, in order to protect life safety, preserve critical assets, or maintain eligibility for reimbursement.

* Activation of emergency pay will be contingent upon the date and time the CEO's emergency declaration is promulgated.

Appendix B – Template: Emergency Declaration

TO: Board of Commissioners, New Orleans Regional Transit Authority
FROM: [CEO Name], Chief Executive Officer
DATE: [Insert Date]
RE: Emergency Declaration – [Insert Event Name]

Pursuant to the RTA's State of Emergency and Disaster Recovery Policy, I am formally declaring a State of Emergency for the New Orleans Regional Transit Authority, effective [Insert Date and Time].

This declaration authorizes the activation of our Incident Management Team in accordance with the RTA's All Hazards Plan, including the mobilization of staff, adjustment of transit services, implementation of shelter-in-place measures for essential personnel, and initiation of emergency procurement and emergency pay procedures.

This declaration is being made [concurrently with / independent of] emergency declarations by local and state officials, and is based on [brief justification, e.g., hurricane forecast, operational disruption, threat assessment].

Emergency pay is authorized for all eligible employees performing emergency work. Salaried staff may be considered for emergency pay if they are formally activated and meet the outlined criteria.

This declaration remains in effect until formally rescinded. The Board will be briefed at the next scheduled meeting.

Sincerely,

[CEO Name]
Chief Executive Officer
New Orleans Regional Transit Authority

cc: RTA Executive Leadership Team
cc: RTA Emergency Management

Appendix C –Emergency Declaration Rescission

TO: Board of Commissioners, New Orleans Regional Transit Authority
FROM: [CEO Name], Chief Executive Officer
DATE: [Insert Date]
RE: Emergency Declaration Rescission – [Insert Event Name]

Pursuant to the RTA's State of Emergency and Disaster Recovery Policy, I am formally issuing an Emergency Declaration Rescission for the declaration dated [Insert Original Declaration Date], covering the event identified as [Insert Event Name].

RTA's emergency operations have been demobilized, and transit services are returning to normal or modified schedules. This rescission formally concludes the emergency response phase.

Employees who performed emergency duties during the declaration remain eligible for emergency pay, provided documentation requirements are met. All ICS Form 214s, labor logs, and cost tracking records must be submitted to the Emergency Management Department to ensure accountability and reimbursement.

(Optional Recovery Clause) Although the emergency posture has concluded, RTA will continue Disaster Recovery Operations, including service restoration, damage assessment, emergency procurement, and cost recovery activities in coordination with local, state, and federal partners. Emergency pay and procurement actions may still be authorized, as appropriate, to support these recovery efforts.

Sincerely,

[CEO Name]
Chief Executive Officer
New Orleans Regional Transit Authority

cc: RTA Executive Leadership Team
cc: RTA Emergency Management

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 25-163 **Operations & Administration Committee**

Distracted Driving Policy (SAF 2) Amendment #1

DESCRIPTION: Authorization to Amend Distracted Driving Policy (SAF2)	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to amend the Distracted Driving Policy as presented to align with current safety standards, mitigate risk and promote safe and responsible vehicle operation.

ISSUE/BACKGROUND:

This is ongoing work policy to assist in developing best practices and being in compliance with required laws.

DISCUSSION:

RTA Board previously adopted a Distracted Driving Policy (SAF2) on February 23, 2021. As a continuous improvement initiative and to stay aligned with state laws and industry best practices, RTA revised the policy. With the proliferation of electronic devices and in-vehicle infotainment system use while driving, it is especially important to have consistent policies and procedures in place in this area. Safety staff engaged with department chiefs and staff to review this policy ensuring ease of use and consistency. Safety staff followed policy review procedures and the approved document format.

Summary of SAF2 changes include:

- Entire rewrite of the General Section 1.0
- Clarified different provisions and guidelines for revenue vehicle and non-revenue vehicle operation
- Updated policy to align with Louisiana Revised Statute §32:59, which went into effect August 1, 2025
- Revised definitions for “company vehicle” and “electronic device” in Section 3.0 - Definition of Terms. The terms align with industry standards and guidelines for distracted driving.

FINANCIAL IMPACT:

Adoption of the policy will have no direct impact on RTA expenditures or revenues.

NEXT STEPS:

Following Board approval, the department of Safety, Security & Emergency Management, in coordination with relevant departments, will distribute, implement and enforce the policy.

ATTACHMENTS:

1. Resolution
2. RTA Distracted Driving Policy (SAF2) CLEAN
3. RTA Distracted Driving Policy (SAF2) REDLINE

Prepared By: Ivana C. Butler
Title: Administrative Analyst

Reviewed By: Michael J. Smith
Title: Chief Safety, Security, and Emergency Management Officer

Reviewed By: Seandra Allen Buchanan
Title: Chief Human Resources Officer



2/4/2026

Lona Edwards Hankins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

RESOLUTION NO. 26-012
FILE ID NO. 25-163
STATE OF LOUISIANA
PARISH OF ORLEANS

A RESOLUTION TO APPROVE AND AUTHORIZE AMENDMENT NO. 1 TO RTA's DISTRACTED DRIVING POLICY (SAF2)

Introduced by Commissioner Walton, seconded by Commissioner Colin.

WHEREAS, the Board of Commissioners of the New Orleans Regional Transit Authority (RTA) governs and sets policy for the agency; and

WHEREAS, the RTA is committed to ensuring that appropriate controls are in place, that regulatory requirements are followed and that industrucy best practices are pursued; and

WHEREAS, on February 23, 2021 (Resolution No 21-007), the Board of Commissioners adopted a set of agency-wide policies that clarified workplace standards, established consistency through best practices and promoted compliance within the agency; and

WHEREAS, the RTA maintains a Distracted Driving Policy (SAF2) to establish clear, agency-wide standards governing the use of electronic devices and other potential distractions while operating Authority vehicles or conducting Authority business, in order to promote the safety of employees, passengers, and the general public; and

WHEREAS, the purpose of this amended Distracted Driving Policy (SAF2) is to update and clarify the Authority's existing policy, to distinguish requirements for revenue and non-revenue vehicle operations, to revise and align definitions with industry standards for distracted driving, and to ensure compliance with Louisana Revised Statute 32:59, effective August 1, 2025; and

WHEREAS, it is the opinion of the RTA Board of Commissioners that the adoption of this amended policy is essential in creating an agency culture that encourages growth, challenges creativity, and recognizes innovation and success; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby approves the attached amendment and restatement of **Distracted Driving Policy (SAF2)** and that Department of Safety, Security, and Emergency Management shall be responsible for the distribution, implementation, and enforcement of the amended policy.

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

YEAS:	**4**
NAYS:	**0**
ABSTAIN:	**0**
ABSENT:	**3**

AND THE RESOLUTION WAS ADOPTED ON THE 24th DAY OF FEBRUARY, 2026.

FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

Distracted Driving

(SAF2)

POLICY STATEMENT

At the New Orleans Regional Transit Authority (RTA), we deeply value the safety and wellbeing of all employees and are committed to ensuring a safe working environment. With the proliferation of electronic device and in-vehicle infotainment system use while driving, coupled with the myths surrounding a person's ability to multitask, we enforce the following distracted driving policy.

Hands-free is not risk free. The science is crystal clear on this fact and numerous studies have demonstrated that the use of handheld and hands-free devices while driving pose a significant safety risk to motorists, their passengers and others on the road.

PURPOSE

To assist employees in making responsible decisions when driving company vehicles, we have established these guidelines.

APPLICATION

This policy applies to all RTA employees and to all situations involving operation of company vehicles. If a conflict occurs between this policy and a collective bargaining agreement (CBA), the CBA will prevail.

ADOPTED BY:

The RTA Board of Commissioners on

APPROVED BY:

Lona Hankins
Chief Executive Officer

Effective Date:
Date of Last Review:

1.0 GENERAL

These guidelines apply to any situation involving operation of a company vehicle while on company time, including during meals or rest periods. “Bluetooth” (including wearable devices) or other hands-free devices are considered electronic devices and are prohibited except where explicitly mentioned below.
Employees must comply with related rules and procedures in the employee manual and/or relevant rulebook. Department managers may have more stringent requirements for their personnel.

Employees are prohibited from physically holding or using a wireless telecommunications device while operating a motor vehicle, including while stopped at a red light or stop sign. This is in accordance with Louisiana Revised Statute 32:59.

Ferry operators shall always follow LabMar Ferry Services policy regarding use of electronic devices which prohibits the use of any device, including in hands free mode, while maneuvering any vessel under their command.

Employees should notify family, friends, associates, and business partners of this company policy to explain why calls, texts or emails may not be returned immediately.

Employees shall refrain from smoking, eating, drinking, reading and other activities that may divert attention away from the task of driving.

Employees shall refrain from using an electronic device when it presents a hazard.

Employees shall refrain from using an electronic device when forbidden by local laws or ordinances.

When seated at the control of any RTA vehicle whether in motion or not, the employee shall turn off the electronic device or use the Do Not Disturb, or Silence function. Specific requirements and exceptions may apply as noted below:

<u>Revenue Vehicle</u>

- Fixed Route, Paratransit, and Streetcar operation employees operating any revenue service vehicle whether in service or not may only turn on the electronic device when at the end of the line. The employee must be completely out of the control seat.

- Company-provided electronic devices used to assist with the delivery of service may be powered on, however, they must only be used when Bluetooth is properly connected and must be used exclusively for work-related purposes. When Bluetooth connectivity is not possible, the vehicle must be in “Park” and the employee must be completely out of the control seat.
- Paratransit and other On-Demand Transportation Service Operators shall program/connect to any global positioning system (GPS), dashboard/voice infotainment system and/or Bluetooth system before departing. If adjustments are needed while driving, pull over to a safe place out of traffic lanes and put the vehicle in “Park” to make the appropriate adjustments.
- Maintenance and other employees operating any revenue service vehicle may only turn on the electronic device when the vehicle is properly parked and the employee is out of the control seat.
- Managers, Operations Supervisors, Transit Police, and other administrative employees are prohibited from using an electronic device when operating a revenue service vehicle at any time, in or out of revenue service.

Non-revenue Vehicle

- Employees may use a Bluetooth-connected device except where prohibited by Louisiana Revised Statute 32:59.
- When Bluetooth connectivity is not possible, the vehicle must be in “Park” and in a safe location.
- Employees shall program/connect to any global positioning system (GPS), dashboard/voice infotainment system and/or Bluetooth system before departing. If adjustments are needed while driving, pull over to a safe place out of traffic lanes and put the vehicle in “Park” to make the appropriate adjustments.
- Company-provided electronic devices may not be used for any purpose other than for work-related purposes while seated at the wheel of any vehicle, regardless of whether the vehicle is powered on or off, and then only to the minimum extent necessary.

RTA is committed to keeping our workers safe and holding our employees to the highest standard of safety. This is so important that violations of this policy may result in disciplinary action, up to and including termination.

2.0 PROCEDURES

N/A

3.0 DEFINITION OF TERMS

Company vehicle or vehicle: Company Vehicle or vehicle includes streetcars, fixed route vehicles (buses), paratransit vehicles, non-revenue vehicles, maintenance vehicles and ferry vessels.

Electronic device: Electronic devices include, but are not limited to: mobile phone devices, electronic wearable devices, such as smart watches, which transmit any information or communications in addition to date or time, music and/or photo download devices, electronic ear devices of any kind (except prescribed hearing aids), headphones, ear buds or any device that projects sound, portable computing devices, ancillary devices associated with an electronic device, and any future devices known by other names and serving other purposes that may distract from safe working practices (APTA RT-OP-S-017-11**)**

4.0 RESPONSIBILITIES
N/A

5.0 FLOWCHART
N/A

6.0 REFERENCES
N/A

7.0 ATTACHMENTS
N/A

8.0 PROCEDURE HISTORY
12/15/2020 Interim Board approval granted
12/11/2020 Interim Executive Committee approval granted
2/4/2021 Final Executive Committee approval granted
2/23/2021 Final Board approval granted

9.0 SPONSOR DEPARTMENT
Safety

Distracted Driving

(SAF2)

POLICY STATEMENT

At the New Orleans Regional Transit Authority (RTA), we deeply value the safety and wellbeing of all employees and are committed to ensuring a safe working environment. With the proliferation of electronic device and in-vehicle infotainment system use while driving, coupled with the myths surrounding a person's ability to multitask, we enforce the following distracted driving policy.

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PURPOSE

To assist employees in making responsible decisions when driving company vehicles, we have established these guidelines.

APPLICATION

This policy applies to all RTA employees and to all situations involving operation of company vehicles. If a conflict occurs between this policy and a collective bargaining agreement (CBA), the CBA will prevail.

ADOPTED BY:

The RTA Board of Commissioners on

APPROVED BY:

Lona Hankins
Chief Executive Officer

Effective Date:
Date of Last Review:

1.0 GENERAL

These guidelines apply to any situation involving operation of a company vehicle while on company time, including during meals or rest periods. “Bluetooth” (including wearable devices) or other hands-free devices are considered electronic devices and are prohibited except where explicitly mentioned below.
Employees must comply with related rules and procedures in the employee manual and/or relevant rulebook. Department managers may have more stringent requirements for their personnel.

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- Fixed Route, Paratransit, and Streetcar operation employees operating any revenue service vehicle whether in service or not may only turn on the electronic device when at the end of the line. The employee must be completely out of the control seat.

- Company-provided electronic devices used to assist with the delivery of service may be powered on, however, they must only be used when Bluetooth is properly connected and must be used exclusively for work-related purposes. When Bluetooth connectivity is not possible, the vehicle must be in “Park” and the employee must be completely out of the control seat.
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- Maintenance and other employees operating any revenue service vehicle may only turn on the electronic device when the vehicle is properly parked and the employee is out of the control seat.
- Managers, Operations Supervisors, Transit Police, and other administrative employees are prohibited from using an electronic device when operating a revenue service vehicle at any time, in or out of revenue service.

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- Company-provided electronic devices may not be used for any purpose other than for work-related purposes while seated at the wheel of any vehicle, regardless of whether the vehicle is powered on or off, and then only to the minimum extent necessary.

RTA is committed to keeping our workers safe and holding our employees to the highest standard of safety. This is so important that violations of this policy may result in disciplinary action, up to and including termination.

2.0 PROCEDURES

N/A

3.0 DEFINITION OF TERMS

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Electronic device: Electronic devices include, but are not limited to: mobile phone devices, electronic wearable devices, such as smart watches, which transmit any information or communications in addition to date or time, music and/or photo download devices, electronic ear devices of any kind (except prescribed hearing aids), headphones, ear buds or any device that projects sound, portable computing devices, ancillary devices associated with an electronic device, and any future devices known by other names and serving other purposes that may distract from safe working practices (APTA RT-OP-S-017-11**)**

4.0 RESPONSIBILITIES
N/A

5.0 FLOWCHART
N/A

6.0 REFERENCES
N/A

7.0 ATTACHMENTS
N/A

8.0 PROCEDURE HISTORY
12/15/2020 Interim Board approval granted
12/11/2020 Interim Executive Committee approval granted
2/4/2021 Final Executive Committee approval granted
2/23/2021 Final Board approval granted

9.0 SPONSOR DEPARTMENT
Safety

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 25-174 **Finance Committee**

Contract Award for Vehicle Fluids and Lubricants

DESCRIPTION: Vehicle Fluids and Lubricants - Gulf Coast Oil	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to execute a new four (4) year contract with Gulf Coast Oil & Supply, LLC, inclusive of (1) one-year option periods, for the supply of oil and fluids necessary to support fleet maintenance and operational continuity at a cost not to exceed $1,039,591.37.

ISSUE/BACKGROUND:

The agency requires a reliable and consistent supply of oil and fluids to maintain its bus, paratransit, and rail fleets. These materials are critical to ensuring vehicle performance, compliance with manufacturer warranty requirements, and adherence to applicable regulatory and safety standards. Continuity of supply and consistent product quality are essential to avoid service disruptions and increased maintenance risks.

DISCUSSION:

Establishing a four-year contract with an optional one-year extensions provides several operational and financial benefits. This contract structure offers pricing stability over a multi-year period, supporting accurate budget forecasting and cost control. It also reduces administrative burden by limiting the frequency of procurement actions, allowing staff to focus on core operational priorities.

Additionally, a longer-term agreement promotes supplier commitment and consistency in product quality, which is vital to maintaining fleet reliability and protecting vehicle warranties. The optional renewal years provide the agency with flexibility to extend the contract based on supplier performance, pricing, and prevailing market conditions, ensuring continued value and accountability.

FINANCIAL IMPACT:

Funding for this contract will be allocated across the appropriate operating capital accounts as follows; **Bus Account Code:** 01-4300-02-8070-031-01-00-00000-00000 in the amount of $998,902.80; **Paratransit Account Code:** 01-4500-06-8070-031-05-00-00000-00000 in the amount of $16,986.06; **Rail Account Code:** 01-4300-99-8070-031-03-00-00000-00000 in the amount of $23,702.52. For the total project cost of $1,039,591.37.

Price Breadown by Mode						
Account number	Mode	Year 1	Year 2	Year 3	Year 4	Total
01-4300-02-8070-031-01-00-00000-00000	Bus	$ 220,971.43	$ 235,024.58	$ 258,527.04	$ 284,379.75	$ 998,902.80
01-4500-06-8070-031-05-00-00000-00000	ENO	$ 3,660.00	$ 4,026.00	$ 4,428.60	$ 4,871.46	$ 16,986.06
01-4300-99-8070-031-03-00-00000-00000	Rail	$ 5,107.20	$ 5,617.92	$ 6,179.71	$ 6,797.68	$ 23,702.52
	Total	$ 229,738.63	$ 244,668.50	$ 269,135.35	$ 296,048.89	$ 1,039,591.37

NEXT STEPS:

Upon Board approval, staff will issue a notice to proceed with Gulf Coast Oil & Supply, LLC and initiate services.

ATTACHMENTS:

1. Resolution
2. Solicitation Request ID# 263
3. Bid Invitation (IFB) 2025-036
4. Bid (IFB) 2025-036 Tally
5. Projected Cost

Prepared By: Alger Pennaman
Title: Fleet Manager

Reviewed By: Ryan Moser
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer

1/30/2026

Lona Edwards Hankins
Chief Executive Officer

Date

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

504.827.8300

www.norta.com

RESOLUTION NO. _____

FILE ID NO. **25-174**

STATE OF LOUISIANA

PARISH OF ORLEANS

AUTHORIZATION TO AWARD A CONTRACT TO GULF COAST OIL & SUPPLY LLC, FOR VEHICLE FLUIDS AND LUBRICANTS

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) previously authorized staff to solicit bids for Vehicle Fluids and Lube.

WHEREAS, the staff issued an Invitation for Bid Solicitation (IFB) 2025-036 for the acquisition of vehicle fluids and lube, for four-year contract with an optional one-year extension.

WHEREAS, six (6) bids were received and one (1) bid was disqualified for not bidding on all proposed items after staff reviewed the bids in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law, and the Federal Transit Administration; and

WHEREAS, the staff held a public bid opening and Gulf Coast Oil & Supply was determined responsive after completion of a price element review submitted in its bid which met the requirements of the RTA, FTA and all state and local guidelines; and

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

WHEREAS, it is the opinion of the RTA Board of Commissioners that securing this contract for the supply of oil and fluids is necessary to support fleet maintenance and operational continuity; and

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

504.827.8300

www.norta.com

WHEREAS, funding for this contract will be allocated across the appropriate operating capital accounts as follows; **Bus Account Code:** 01-4300-02-8070-031-01-00-00000-00000 in the amount of $998,902.80; **Paratransit Account Code:** 01-4500-06-8070-031-05-00-00000-00000 in the amount of $16,986.06; **Rail Account Code:** 01-4300-99-8070-031-03-00-00000-00000 in the amount of $23,702.52 for the total project cost **NOT TO EXCEED ONE MILLION THIRTY-NINE THOUSAND FIVE HUNDRED NINTY ONE DOLLARS AND THIRTY-SEVEN CENTS ($1,039,591.37).**

Price Breadown by Mode

Account number	Mode	Year 1	Year 2	Year 3	Year 4	Total
01-4300-02-8070-031-01-00-00000-00000	Bus	$ 220,971.43	$ 235,024.58	$ 258,527.04	$ 284,379.75	$ 998,902.80
01-4500-06-8070-031-05-00-00000-00000	ENO	$ 3,660.00	$ 4,026.00	$ 4,428.60	$ 4,871.46	$ 16,986.06
01-4300-99-8070-031-03-00-00000-00000	Rail	$ 5,107.20	$ 5,617.92	$ 6,179.71	$ 6,797.68	$ 23,702.52
	Total	$ 229,738.63	$ 244,668.50	$ 269,135.35	$ 296,048.89	$ 1,039,591.37

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 Gulf Coast Oil & Supply, LLC for vehicle fluids and lubricants.

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 __24__ DAY OF FEBRUARY 2026.

_____

FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

Regional Transit Authority
Solicitation Request Routing Sheet

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

Solicitation ID	**263**
ProjectSchedule Delivery Date	**January 1, 2026**
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: **WASHINGTON, AMANDA**
Title: **ADMINISTRATIVE ANALYST OPERATIONS**
Ext: **8480**

B. Name of Project, Service or Product:

Oil and Fluids for all modes

C. Justification of Procurement:

To ensure reliable fleet maintenance and operational continuity, the transit agency requests a two-year contract with two one-year option periods for the supply of oil and fluids. This structure provides pricing stability, supports budget forecasting, and reduces administrative burden by minimizing the frequency of procurement actions. It also promotes supplier commitment and consistent product quality, which are essential for vehicle performance, warranty compliance, and regulatory standards. The optional years offer flexibility to extend the contract based on supplier performance and market conditions.

Bus Account Code: 01-4300-02-8070-031-01-00-00000-00000

Para Account Code: 01-4500-06-8070-031-05-00-00000-00000

Rail Account Code: 01-4300-99-8070-031-03-00-00000-00000

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Director Grants / Federal Compliance	
Signature	
Date	

E. **Information Technology:**

IT Dept Head	**Sterlin J Stevens**
Signature	*Sterlin J Stevens*
Date	**9/3/2025 5:05 PM**

F. **Safety, Security and Emergency Management:** Include Standard Safety Provisions Only:

Additional Safety Requirements Attached:

Chief	**Michael J Smith**
Signature	*Michael J Smith*
Date	**September 02 2025**

G. Risk Management:

Include Standard Insurance Provisions Only?

No

Include Additional Insurance Requirements Attached ?

Risk Management Analyst	**Marc L Popkin**
Signature	*Marc L Popkin*
Date	**September 03 2025**

H. Funding Source:

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

Multiple Years allocation if required:

Year	Amount	Budget Code
Year-1	$402,963.33	01-4300-02-8070-031-01-00-00000-00000
Year-2	$443,259.66	01-4300-02-8070-031-01-00-00000-00000
Year-3		
Year-4		
Year-5		
Total all years	$846,222.99	

Independent Cost Estimate (ICE): $846,222.99
Projected Total Cost: $846,222.99
Funding Type: Local
Grants or Capital Project ID:

Federal Funding	State	Local	Other
		$846,222.99	
Projected Fed Cost	**State**	**Local**	**Other**
		$846,222.99	

FTA Grant IDs	Budget Codes
	01-4300-02-8070-031-01-00-00000-00000

	01-4300-02-8070-031-01-00-00000-00000

Budget Analyst	Erin Ghalayini
Signature	*Erin Ghalayini*
Date	September 02 2025

I. **DBE/SBEGoal**:

% DBE	0
% Small Business	0

Director Small Business	Adonis Charles Expose'
Signature	*Adonis Charles Expose'*
Date	September 03 2025

DBE/EECompliance Manager	Adonis Charles Expose'
Signature	*Adonis Charles Expose'*
Date	September 03 2025

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

Department Head	Jacques Robichaux Sr.
Signature	*Jacques Robichaux Sr.*
Date	August 29 2025

Lagal Chief	Tracy L. Tyler
Signature	*Tracy L. Tyler*
Date	Wednesday, September 10, 2025

Division Chief	Ryan Moser
Signature	*Ryan Moser*
Date	September 02 2025

Director of Procurement	Ronald Gerard Baptiste
Signature	*Ronald Gerard Baptiste*
Date	September 10 2025

FOR PROCUREMENT USE ONLY
Type of Procurement Request:
IFB - Invitation for BiD

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 Procurment - 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.

Required if Total Cost above $15K	
Chief Financial Officer	**Gizelle Johnson Banks**
Signature	*Gizelle Johnson Banks*
Date	**September 10 2025**

Required if Total Cost above $50K	
Chief Executive Officer	**Lona Edwards Hankins**
Signature	*Lona Edwards Hankins*
Date	**September 10 2025**

PUBLIC NOTICE
REGIONAL TRANSIT AUTHORITY

VEHICLE FLUIDS AND LUBE
INVITATION FOR BID (IFB) #2025-036

Project Description: The Regional Transit Authority of New Orleans invites qualified vendors to provide maintenance fluids and lubes for our transportation vehicles per specifications listed in IFB 2025-036.

How to obtain a copy of the IFB: Specifications and further information concerning the IFB may be obtained September 19, 2025 from the RTA's Procureware website at https://norta.procureware.com/home. You will be required to first register on this website. The IFB can also be obtained at Regional Transit Authority's website at http://www.norta.com

Responding to IFB: Bids shall be submitted thru the RTA's Procureware website on or before 2:00 P.M., Thursday, October 23, 2025. Any questions or further information concerning this IFB may be submitted through https://norta.procureware.com/home beginning on Thursday, October 23, 2025. Only written questions submitted through https://norta.procureware.com/home shall be consider official. All answer to questions shall be by formal addenda posted to the website under IFB 2025-036.

A Bid Opening will be held in the RTA Board Room on Thursday, October 23, 2025 at 2:00 PM. Any questions or further information concerning the IFB may be submitted Via https://norta.procureware.com/home beginning on September 19, 2025.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 31%.

No goal has been established for this project.

Notice to all offerors is hereby provided that in accordance with all applicable federal, state and local laws the RTA will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity or disability

As such, award of the contract will be conditioned on meeting the requirements of the federal, state and local laws for Equal Opportunity including compliance with the policies of DBE Program.

The RTA reserves the right to accept or reject any and all proposals submitted.

Lona Hankins
Chief Executive Officer
Regional Transit Authority

INVITATION FOR BIDS
FROM
REGIONAL TRANSIT AUTHORITY

SUBJECT: Vehicle Fluids and Lube

DATE: September 19, 2025

INVITATION FOR BIDS NO. 2025-036

BID OPENING: Thursday, October 23, 2025 - 2:00 PM

The Regional Transit Authority invites bids for supplies and/or services set forth above in accordance with the specifications enclosed herewith.

Bids MUST be received at the RTA Office by the date and time set for bid opening.

Enclosures ("X" indicates item enclosed)

X Public Notice to Bidders

X Bid Form

X Bidder Submission Checklist

X Instruction to Bidders

X General Provisions

X Federal Requirements

X Technical Specifications

BIDDER SUBMISSION CHECKLIST

The following items **must be submitted with your bid** to be considered responsive and are due on the bid submittal date.

- Louisiana Uniform Public Work Bid Form (Attachment II)
- Certificate on Primary Debarment.
- Buy America Certificate for Compliance or Buy America Certificate for Non-Compliance
- Non-Collusion Affidavit

Certificate Regarding Debarment – Lower Tier

Certification of Restrictions on Lobbying

Participant Information Form

Certificates of Insurance

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA's official web site at https://www.norta.com/get-to-know-us/doing-business-with-us/procurement-contracts

Click on "Vendor Form Library"

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ATTACHMENTS Technical Specifications – Attachment I
LA Uniform Public Work Bid Form – Attachment II

I INSTRUCTIONS TO BIDDERS

1.1 SCOPE

Contractor shall provide maintenance fluids and lube for RTA's transportation vehicles. The contract awarded pursuant to this Invitation for Bids shall be a fixed price contract.

1.2 CONTRACT DOCUMENTATION

Any contract resulting from this solicitation shall contain the terms and conditions included in this Invitation for Bids and any addenda issued pursuant hereto.

1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL)

Electronic bids will be uploaded through our electronic bidding system at https://norta.procureware.com/home no later than the exact time and date specified in this Invitation for Bids. Bids received after the date and time shall be considered late. All necessary and appropriate resources, including but not limited to labor, equipment, and materials, supplies, etc. shall be furnished in strict accordance with the project schedule and terms and conditions contained in this Invitation for Bids.

1.4 PRICING

The bidder shall complete and execute the Louisiana Uniform Public Work Bid Form (Attachment II). The bidder shall quote prices in the unit of measure specified and shall include all applicable taxes in the bid price. The RTA is exempt from all taxes; however, only Louisiana State Sales Tax Exemption for materials incorporated into the final product will be transferable to the Contractor. The Contractor shall pay all other sales, use, and other similar taxes that are enacted as of the Contract execution or subsequently revised or added. The Regional Transit Authority will pay no sales taxes or for any increase in sales taxes, unless such increase in sales tax is due to a change in the interpretation of the Louisiana Tax Code by the Louisiana State Tax Commission and such increase in sales tax is the subject of an authorized change order. Whenever there is a discrepancy between a unit price and any extension, the unit price shall govern. Bidders are hereby notified that discount terms shall not be used in the determination of award of this contract.

1.5 BRAND NAMES

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict bidders to the specific brand, make, manufacturer or specification named.

1.6 QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the lowest responsible bidder, provided the bid is responsive in all respects to the terms and conditions of the contract, and the requirements, conditions, specifications as provided in this Invitation for Bids. To be responsible the Contractor shall be a person, firm, or corporation that:

Has in operation, or has the capability to have in operation, or has access to a manufacturing plant adequate to ensure delivery of all services, goods and supplies within the time specified under this contract.

Has adequate engineering and service personnel, or has the capability to obtain such personnel, to satisfy any engineering or service problems that may arise during the contract period.

Has adequate construction management and construction craft personnel, or has the capability to obtain such personnel, to satisfy any construction or service problems that may arise during the contract period.

Has the necessary facilities and financial resources, or has the capability to obtain such facilities and financial resources, to complete the contract in a satisfactory manner within the required time.

The RTA shall have the right to conduct a pre-award survey of each bidder and to conduct a cost/price analysis and/or audit to determine if the prices bid are fair and reasonable.

1.7 BIDDER REVIEW PROCEDURES

FOR THE PURPOSES OF THIS PARAGRAPH, SUBMISSION DEADLINES SHALL BE 2:00 P.M. (CENTRAL TIME).

a. Request for Modification or Clarification

This section establishes procedures for bidders to seek review of this Invitation for Bids and any addenda. A bidder may discuss this Invitation for Bids and any addenda with the RTA. Such discussions do not, however, relieve bidders from the responsibility of submitting written, documented requests. Bidders may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Invitation for Bids and/or in any addendum hereto. Any such request, questions, etc. must be received by the RTA, in writing. RTA will entertain questions etc. submitted at the pre-bid conference on the attached pre-bid conference form, or requests submitted in writing not less than seven (7) calendar days before the date of scheduled bid opening. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation. All requests for clarification and/ or modification should be submitted through the RTA Procurement website at https://norta.procureware.com/home.

RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination must be posted for all bidders to view through the E-Bid website or otherwise furnished to all bidders at least three (3) calendar days (72 hours) before the date scheduled as the bid opening date.

b. Protest Procedures

The following is an explanation of the RTA protest procedures which must be followed completely before all administrative remedies are exhausted.

Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Procurement. Protests shall be submitted in writing specifically identifying the area of protest and containing any support data, test results, or other pertinent information substantiating the appeal. A protest with respect to a solicitation must be submitted in writing to the RTA at least five (5) calendar days prior to bid opening. A protest with regard to contract award shall be submitted, in writing, within seven (7) calendar days after award of the contract.

Prior to any action in court, the Director of Procurement shall have the authority to settle or resolve a protest from an aggrieved person concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the Director of Procurement or his designee shall within thirty (30) calendar days of protest issue a decision in writing. The decision shall:

1. State the reasons for the action taken; and
2. Inform the protestor of his/her right to administrative review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. This decision shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the CEO - RTA.

In the event of a timely protest under these regulations, the RTA shall not proceed further with the solicitation or with the award of the contract unless the Director of Procurement makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of the RTA.

The CEO-RTA shall have the authority to review and determine any appeal by an aggrieved person from a determination by the Director of Procurement or his designee.

The aggrieved person must file an appeal within seven (7) calendar days of receipt of a decision from the Director of Procurement.

On any appeal of the decision of the Director of Procurement, the CEO-RTA shall decide within thirty (30) calendar days whether the solicitation or award was made in accordance with the constitution, statutes, regulations, and the terms and conditions of the solicitation. Any prior determination by the Director of Procurement or his designee shall not be final or conclusive.

A copy of the CEO-RTA decision shall be mailed or otherwise furnished immediately to the protestant or any other party intervening. The decision of the CEO-RTA shall be final and conclusive unless:

1. The decision is fraudulent; or

2. The person adversely affected by the decision has timely appealed to FTA after having exhausted the local protest procedures stated above.

The RTA reserves the right to designate any person(s) other than the CEO-RTA or the Director of Procurement to perform the duties provided for in this Paragraph.

Any appeal to FTA under these protest procedures will be made pursuant to FTA Circular 4220.1F, as amended.

1.8 BID PREPARATION

Each offer shall be made on the Invitation for Bids Form which shall be enclosed in a sealed envelope with the name and address of the bidder, the required contractor's licensing number, the advertised date and time of the bid opening, and the title of the bid marked on the outside. All blank spaces on the bid form must be filled in and no changes shall be made in the wording. Bidder's wishing to submit an electronic bid are directed to, Section L Instruction to Bidder's, Paragraph 1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL) of this IFB.

1.9 BID POSTPONEMENT AND AMENDMENT

The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the time set for bid opening. Copies of such amendments shall be furnished to all prospective bidders.

1.10 CANCELLATION OF THE INVITATION FOR BIDS

The RTA reserves the right to cancel this Invitation for Bids in whole or in part upon written determination by the Director of Procurement that such cancellation is in the best interest of the RTA.

1.11 PUBLIC BID OPENING

Bids shall be publicly opened at the time specified herein. The content of all bids, including documents marked proprietary, shall be made public for the information of bidders and other interested parties. Bidders are required to submit all administrative submittals, including SBE Forms. This does not supersede the requirement for a fully executed Invitation for Bid I.A Public Bid Form, note Attachment II, at the time of the Bid Opening.

1.12 BID REJECTION

The RTA reserves the right to waive any minor informality or irregularities in the bids received which do not prejudice other bidders. The RTA also reserves the right to reject any and all bids in whole or in part, and to award by items, parts of items, or by any group of items specified. Conditional bids, or those which take exception to the specifications, shall be considered non-responsive and shall be rejected.

1.13 SINGLE BID RESPONSE

If only one bid is received in response to this Invitation for Bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the price is fair and reasonable. Award of a contract to the bidder submitting the only bid received in response to this Invitation for Bids may be subject to approval by the FTA.

1.14 BID WITHDRAWAL

Prior to the date and time set for bid opening, bids may be modified or withdrawn by the bidder's authorized representative in person, or by written or telegraphic notice. After the bid opening, bids may not be withdrawn for ninety (90) calendar days.

1.15 AWARD PROCEDURE

Within a reasonable time after the bid opening, the RTA will transmit the contract documents to the successful bidder. The contract documents will, at a minimum, consist of this Invitation for Bids, the Contractor's bid, RTA's standard contract provisions and provisions required by FTA.

1.16 UTILIZATION OF MINORITY AND WOMEN OWNED BANKS

All bidders are hereby encouraged to utilize the services of minority and women owned banks. The RTA's DBE Specialist is knowledgeable about such services. Any questions or concerns should be directed to the DBE Specialist at RTA's offices, 2817 Canal St., New Orleans, LA. (504) 827-8362.

1.17 ADDENDA

Bidders shall acknowledge receipt of all addenda to this Invitation for Bids. Acknowledge receipt of each addendum must be clearly established and included with offer. The undersigned acknowledges receipt of the following addenda.

Addendum No. #1 ,dated 9/24/25

Addendum No. #2 ,dated 10/14/25

Addendum No. #3 ,dated 10/14/25

" #4 " 10/20/25

IFB NO. 2025-036

Gulf Coast O.I. Supply, LLC

Company Name

Phil Oestriecher

Company Representative

II. GENERAL PROVISIONS

2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

This contract may be changed/ amended in any particular allowed by law upon the written mutual agreement of both parties.

2.2 CHANGE ORDER/AMENDMENT PROCEDURE

Within ten (10) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the RTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the RTA. At that time, a detailed modification shall be executed in writing by both parties. In the event that federal funds are used in this procurement, the FTA may reserve the right to concur in any change order or any dispute arising under such change order. Disagreements that cannot be resolved by negotiation shall be resolved in accordance with the contract disputes clauses. Regardless of any disputes, the Contractor shall proceed with the work ordered, if the RTA has obtained the concurrence of FTA, should such concurrence be required. Regardless of any other requirement herein, RTA shall negotiate profit as a separate element of cost for any change order or amendment to any contract awarded pursuant to this solicitation.

2.3 OMISSIONS

Notwithstanding the provision of drawings, technical specifications or other data by the RTA, the Contractor shall supply all resources and details required to make the supplies complete and ready for utilization even though such details may not be specifically mentioned in the drawings and specifications.

2.4 PRIORITY

In the event of any conflicts between the description of the supplies and/or services in the Technical Specifications and drawings and other parts of this Invitation for Bids, the Technical Specifications and drawings shall govern.

2.5 COMMUNICATIONS

All official communications in connection with this contract shall be in writing. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and award, any employee or officer of the Regional Transit Authority, including the Board of Commissioners, concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

2.7 CONFLICT OF INTEREST

No Board Member, employee, officer or agent, or employee of such agent of the RTA shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when.

a. The Board Member, employee, officer or agent, or employee of such agent;

b. Any member of his immediate family;

c. His or her partner; or

d. An organization that employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

The RTA's Board Members, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of sub agreements.

Each entity that enters into a contract with the RTA is required, prior to entering into such contract, to inform the RTA of any real or apparent organizational conflicts of interest. An organizational conflict of interest exists when the contractor is unable or potentially unable to provide objective assistance or advice to the RTA due to other activities, relationships, contracts, or circumstances; when the contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract; and during the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents, in accordance with Chapter VI, 2.a.(4)(h) of FTA C 4220.1F.

2.8 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 C.F.R. Paragraph 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, 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. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.9 PRIVACY REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

2.10 INDEMNIFICATION

The Contractor covenants and agrees to fully defend, protect, indemnify and hold harmless the RTA, their directors, officers, employees, agents, and assigns from and against all liability, including strict liability, claims, demands, and causes of action brought by others against RTA, and expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of RTA arising out of, or in any way incidental to, or in connection with the work hereunder, and other activities by contractor; provided, however, that such indemnification shall apply only to the extent permitted by applicable law, and except and to the extent such liability, claim, demand or cause of action results from RTA's negligence.

2.11 PERFORMANCE

Contractor shall perform all work diligently, carefully and in a good and workmanlike manner and shall furnish all labor, supervision, machinery, equipment, material and supplies necessary therefore. Contractor shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work, and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. Contractor shall conduct all operations in Contractor's own name and as an independent contractor, and not in the name of, or agent for RTA.

2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes specified under the terms of this Agreement the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (5), and as such, the RTA shall not be liable to the Contractor for benefits or coverage provided by the Workers' Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.), and further, under the provisions of R.S. 23:1034, no person employed by the Contractor shall be considered an employee of the RTA for the purpose of Workers' Compensation coverage.

2.13 INSURANCES

The contractor shall, upon request by the RTA, submit a copy of their standard insurance certificates for this project. During the term of this Agreement, the Contractor shall obtain and maintain the following types and amounts of insurance naming the Regional Transit Authority as an additional insured. The Contractor shall furnish to the RTA certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies.

A) Worker's Compensation Insurance as required by Louisiana Law;
B) Vehicle Liability Insurance in the amount of $1,000,000.00; and
C) General Liability Insurance in the amount of $1,000,000.

2.14 SUBCONTRACTORS

No portion of this contract may be, reassigned, transferred, or sublet without the written approval of the RTA. If allowed to subcontract, no subcontractor may be replaced without the written approval of the RTA.

2.15 ASSUMPTION OF RISK OF LOSS

Prior to acceptance, Contractor shall bear the risk of loss of the supplies, except that upon delivery, as defined in this Invitation for Bids, the RTA will bear the risk of loss due to the negligence of the RTA.

2.16 SHIPPING

The goods shall be delivered by the Contractor to the RTA facilities as specified in the technical specifications of this Invitation for Bids. The goods shall be delivered in excellent condition ready for utilization and/or installation. Contractor shall assume all responsibility and liability incident to said delivery.

2.17 DELIVERY

Delivery shall constitute the transfer of the supplies from the possession of the contractor to the possession of the RTA, as provided in this Invitation for Bids. Delivery shall be evidenced by a signed receipt issued by an authorized agent of the RTA. Items shall be delivered upon request after the receipt of the executed contract and purchase order.

2.18 CERTIFICATE OF CONFORMANCE

The Contractor shall submit with each shipment a Certificate of Conformance signed by an authorized Contractor's Representative, stating that the materials furnished to Regional Transit Authority (RTA) are in conformance with applicable requirements of the Contract, drawings and specifications, and that supporting documentation is on file and will be made available to RTA or Federal Transit Representatives upon request. Certifications shall include name of Contractor for

materials being supplied, quantity shipped, lot number, and Contract Number. An example of an acceptable statement of conformance is as follows:

"This is to certify that all items are noted in conformance with the Contract, drawings, specifications, and other applicable documentation."

2.19 ACCEPTANCE

Within 7 days after delivery, the RTA, its agents or assigns will conduct acceptance inspection. Acceptance shall be conditioned upon satisfactory results of such inspection, promptly communicated in writing to the Contractor, subject however, to revocation upon discovery of defects.

2.20 QUALITY INSPECTION

All goods and services installed and supplied shall be good quality and free from any defects, and shall at all times be subject to RTA's inspection; but neither RTA's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in RTA's opinion, any goods or service (or component thereof) fails to conform to specifications or is otherwise defective, Contractor shall promptly replace or correct same at Contractor's sole expense. No acceptance or payment by RTA shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.

2.21 CORRECTION BY CONTRACTOR

After non-acceptance of the work, the Contractor shall begin implementing correction procedures within five (5) calendar days after receiving notification from the RTA. The RTA will make the site timely with Contractor's correction schedule. The Contractor shall bear all expense incurred to complete correction of the work after non-acceptance, and Contractor shall diligently implement correction procedures.

2.22 MATERIALS/ACCESSORIES RESPONSIBILITY

The Contractor shall provide and warranty all parts materials, equipment and workmanship associated with the supplies and related materials and equipment used, whether the same are manufactured by the Contractor or purchased from suppliers.

2.23 UNAVOIDABLE DELAYS

If completion of the work furnished under this contract should be unavoidably delayed, the RTA may extend the time for satisfaction of the Contractor's obligations pursuant thereto for a number of days determined by RTA to be excusable due to unavoidability. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly of substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents and was substantial and in

fact caused the Contractor to miss completion dates and could not adequately have been guarded against by contractual or legal means.

2.24 NOTIFICATION OF DELAY

The Contractor shall notify the RTA as soon as the Contractor has, or should have, knowledge that an event has occurred or will occur which will delay progress or completion. Within five (5) days there from, the Contractor shall confirm such notice in writing furnishing as much detailed information as is available.

2.25 REQUESTS FOR EXTENSION

The Contractor agrees to supply, as soon as such data are available, any/all reasonable proof required by the RTA to make a decision relative to any request for extension. The RTA shall examine the request and any documents supplied by the Contractor, and RTA shall determine if the Contractor is entitled to an extension and the duration of such extension. The RTA shall notify the Contractor of this decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

2.26 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. sections 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. section 1612; and the following regulations and any amendments thereto:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(c) U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;

(d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(i) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. Part 609.

2.27 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

(a) Federal Laws and Regulations

The Federal requirements (laws, regulations policies, and related administratively) contained in this contract may change (from time to time) after the date the contract has been executed. Any changes in federal requirements shall apply to this contract and be incorporated therein.

(b) State or Territorial Law and Local Law

This contract shall be entered into in the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana, except to the extent that a Federal Statute or regulation preempts State or territorial law.

2.28 CONTRACT PERIOD

THE TERM OF THIS CONTRACT SHALL BE SET FORTH IN THE CONTRACT AGREEMENT.

2.29 NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.30 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between RTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.31 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTA requests which would cause RTA to be in violation of the FTA terms and conditions": https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance

2.32 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, the RTA will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

2.33 GEOGRAPHIC RESTRICTIONS

Except as expressly mandated, encouraged or permitted by FTA or Federal statute, RTA will refrain from using state or local geographic preferences.

2.34 PROMPT PAYMENT

Payment shall be made thirty (30) days from date of approved and accepted invoice unless changed in the contract agreement. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five (5) days from the receipt of each payment the prime contractor receives from the RTA. The prime contractor further agrees to return retainage payment to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed and accepted by RTA, and all lien delay's 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. This clause applies to both DBE and non-DBE subcontractors.

Identification of subcontractors: All prime contractors submitting offers in response to this Request For Proposals must provide the following information for All subcontractors

whether the firm is identified as a Disadvantaged Business Enterprise or not. The required information is:

(1) Firm Name
(2) Firm Address
(3) Firm's status as a DBE or non DBE
(4) The age of the firm
(5) The annual gross receipts of the firm

Additionally, each contract RTA enters into with a contractor (and each subcontract) the prime contractor signs with a subcontractor shall include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the RTA deems appropriate.

Further, each contract RTA enters into with a contractor (and each subcontract the prime contractor signs with a subcontractor shall include the following assurance:

The contractor, sub-recipient or subcontractor shall make prompt payments for all satisfactory work performed under this agreement. The contractor shall, within five (5) days of receipt of payment from RTA make all payments due to subcontractors and suppliers. This requirement shall flow down to all levels, including subcontractors making payments to subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall, in turn, within ten (10) days release retainage(s) it holds. The requirement for release of retainage(s) within ten (10) days shall flow down to all subcontractors, etc., performing under this contract. Contractor or any of its subcontractors, etc., may not delay or postpone payments or release of retainage without prior RTA written approval. RTA may delay, or withhold up to twenty-five percent of Contractor's payments, retainage, etc., if there is evidence that Contractor is not complying with any provision hereunder. RTA may withhold monies due Contractor until such time as Contractor, by its actions or assurances, has, to RTA's satisfaction, proven that it will or has complied with all the requirements hereunder.

2.35 CONFIDENTIALITY

Contractor agrees that any and all information, in oral or written form, whether obtained from RTA, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Contractor further agrees to keep in absolute confidence all data relative to the business of RTA, their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of RTA.

2.36 DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Director of Procurement. The decision of the Director of Procurement shall be final and conclusive unless within [seven (7)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the CEO-RTA. In connection with any such appeal, the Contractor may be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CEO-RTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by RTA, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Louisiana.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA, (its agents or assigns) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.37 OWNERSHIP OF DOCUMENTS

Any documents, drawings, specifications, reports or data generated by the Contractor in connection with this project shall become the sole property of the RTA, subject to any rights asserted by FTA of the U.S. Department of Transportation. The Contractor may retain copies of such items for its files. The Contractor shall not release any documents, reports or data from this project without prior written permission from the RTA.

2.38 STATE AND LOCAL LAW DISCLAIMER

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

2.39 PARTICIPANT INFORMATION FORM

All participants and their subcontractors are required to submit a completely executed, Participant Information Form available on http://www.norta.com.

2.40 NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit is a required submittal. The necessary form is available on http://www.norta.com.

2.41 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS

The Regional Transit Authority's General Provisions shall apply to this solicitation and resulting contract.

III. FEDERAL PROVISIONS AND REQUIREMENTS

3.1 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

(1) RTA is a grantee of the FTA and as such in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the RTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the RTA or a subgrantee of RTA in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including PMP Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

(3) Where the RTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA grantee or a subgrantee of the RTA in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the RTA, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(4) Where RTA or a subgrantee of the RTA in accordance with 49 U.S. C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S. C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination of expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the RTA, the FTA Administrator, the

Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i)(11).

3.2 BUY AMERICA

This Contract is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 660. The bidder is required to submit a signed Buy America certification with the bid. If the bidder takes exception to the Buy America requirements a certificate of non-compliance must be signed and submitted with the bid as it applies to the IFB request. The necessary forms are available on http://www.norta.com. A waiver from the Buy America Provision may be sought by the RTA if grounds for the waiver exist. Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, and manufactured products used in the contract are produced in the United States.

3.3 PRE-AWARD AND POST-DELIVERY AUDITS

Federal funds may not be obligated unless steel, iron, and manufactured products used in the projects are produced in the United States, unless FTA has granted a waiver, or the product is subject to a general waiver. 49 U.S.C. Section (5323(j)/FAST Section 3011 domestic content percentage requirement for rolling stock for fiscal years 2018-2019 must have sixty-five percent domestic content and final assembly must take place in the United States. The Buy America Requirements, CFR Part 661.11(r), define final assembly as "the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes."

3.4 CARGO PREFERENCE

The Contractor Agrees:

a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the RTA (through the prime contractor in the case of subcontractor's bills-of-lading).

c. To include these requirements in all subcontracts issued pursuant to this contract when the contract may involve the transportation of equipment, material or commodities by ocean vessel.

3.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(3) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(4) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(5) **14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.**
If this contract or supplement thereto is in excess of $100,000, the Recipient agrees to notify the Agreement Officer promptly of the receipt, whether prior or subsequent to the Recipient 's acceptance of this agreement, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a facility to be utilized under or in the performance of this agreement or any subcontract thereunder is under consideration to be listed on the EPA "List of Violating Facilities" published pursuant to 40 CFR 15.20. By acceptance of agreement in excess of $100,000, the Recipient

(a) Stipulates that any facility to be utilized thereunder is not listed on the EPA "List of Violating Facilities" as of the date of acceptance;

(b) Agrees to comply with all requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information, and all other requirements specified in the aforementioned sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the contract; and

(c) Agrees to include the criteria and requirements of this clause in every subcontract hereunder in excess of $100,000, and to take such action as the Contracting or Grant Officer may direct to enforce such criteria and requirements.

3.6 CIVIL RIGHTS ACT

The following requirements apply to the underlying contract:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S. C. § 12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each Subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3.7 DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the RTA to ensure that DBE's as defined in Part 26, have an equal opportunity to participate to receive and participate in DOT-assisted contracts. It is, also, our policy –

(i) To ensure nondiscrimination in the award and administration of DOT assisted contracts;

(ii) To create level playing field in which DBE's can compete fairly for DOT assisted contracts;

(iii) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;

(iv) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;

(v) To help remove barriers to the participation of DBE's in DOT assisted contracts;

(vi) To assist the development of firms that can compete successfully in the market place outside the DBE program.

CONTRACTOR ASSURANCE. The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

The **NORTA Small and Disadvantaged Business Enterprise Contract Compliance System** is powered by B2Gnow Software
Reporting requirements under the SBE and DBE programs are now simplified for vendors working on RTA projects with RTA's new Small and Disadvantaged Business Enterprise Contract Compliance System. Our new web-based software system is accessible to government compliance administrators, SBE's, DBE's, contractors and the public; and includes the following key features:

- Self-managed vendor accounts with unlimited users
- Communication with contractors via email, regarding compliance issues
- Online submission of contractor and supplier monthly Program Activity Reports, with automated tracking of DBE and SBE goals
- DBE and SBE firm online verification of payments
- Flexible reporting capabilities

*All RTA contract awarded vendors are required to register contract information including their subcontractor information into the B2GNOW database.
https://norta.dbesystem.com

3.8 EMPLOYEE PROTECTION

Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and (3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3. b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in FTA Master Agreement MA(17), 10-1-2010 58 particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. c. Activities Involving Commerce. The Recipient agrees to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., to the extent that it applies to employees performing Project work involving commerce. d. Public Transportation Employee Protective Arrangements. If the Contract Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the following requirements:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto.

3.9 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.).

3.10 FLY AMERICA

Contractor and all subcontractors at every tier shall comply with the requirements of 49 U.S.C. 40118 and 4 CFR Part 52. Specifically, whenever work under this agreement may involve international transportation of goods, equipment or personnel by air, only U.S. flag air carriers shall be utilized, to the extent service by these carriers is available. Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

3.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Certification Regarding Debarment, Suspension, and other Responsibility Matters - Lower Tier Covered Transactions (Third Party Contracts over $100,000)

The following language and Debarment certificates (http://www.rorta.com) must be completed and submitted as a prerequisite for consideration for award. This language and certification must also be included for all sub-contracts issued pursuant to any contract awarded hereunder.

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transactions was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that it certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "persons", "lower tier covered transaction", "principal", "proposal",
and "voluntarily excluded", as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier coveted transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

3.12 RESTRICTIONS ON LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR parts 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the RTA. The necessary form is available on http://www.norta.com.

3.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

3.14 PATENT AND RIGHTS IN DATA

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in

specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. (1). Any subject data developed under that contract, whether or not a copyright has been obtained; and (2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA. c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance

provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3.15 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTSUPPER AND LOWER TIER TRANSACTIONS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S. C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.16 RECYCLED PRODUCTS

Recovered Materials. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

3.17 SUBSTANCE ABUSE REQUIREMENTS

To the extent applicable, the Recipient agrees to comply with the following Federal regulations and guidance: a. Drug-Free Workplace. U.S. OMB guidance, "Governmentwide

Requirements for Drug-Free Workplace (Financial Assistance)," 2 C.F.R. Part 182, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §§ 702 et seq., including any amendments to these U.S. DOT regulations when they are promulgated. b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

3.18 TERMINATION

a. Termination for Convenience (General Provision) The RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the RTA's and/or the Government's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the RTA, the Contractor will account for the same, and dispose of it in the manner the RTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the RTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the RTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the RTA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The RTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, (RTA) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (RTA) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d Waiver of Remedies for any Breach. In the event that RTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by RTA shall not limit RTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

ATTACHMENT I

TECHNICAL SPECIFICATIONS

Attachment I provided as separate document on the ProcureWare website https://norta.procureware.com/home.

ATTACHMENT II

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: **Regional Transit Authority**
ATTN: Procurement Department
2817 Canal Blvd.
New Orleans, LA 70119
(Owner to provide name and address of owner)

BID FOR: Vehicle Fluids and Lube
IFB No. 2025-036

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Regional Transit Authority and dated:
September 19, 2025.
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:**

No. 1 Dated: 9/24/25 No. 2 Dated: 10/14/25 No. 4 Dated: 10/20/25
No. 3 10/14/25

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

Fourteen thousand eight hundred eighteen + XX/100 Dollars ($ 14,818.00)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars ($ _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars ($ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars ($ _____)

NAME OF BIDDER: Gulf Coast Oil & Supply, LLC

ADDRESS OF BIDDER: 45 Cozzi Ville Rd. Belle Chasse, LA 70037

LOUISIANA CONTRACTOR'S LICENSE NUMBER OR TAX IDENTIFICATION NUMBER: 47-1657367

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Phil Oestriecher

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **:

DATE: 10/23/25

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.
** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A) (1) (c) or RS 38:2212(O).

UNIT PRICE FORM

TO: **Regional Transit Authority**
Attn: Procurement Department
2817 Canal Blvd.
New Orleans, LA 70119

BID FOR: IFB 2025-036
Vehicle Fluids and Lube

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	☑ Base Bid or ☐ Alt.# ___ BULK Delivery			
LIN 1	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
15w-40 Motor oil, semi-synthetic	400-500	Gallons	$7.00	$2800 - $3500.00 Based on Qty listed 400-500g

DESCRIPTION:	☑ Base Bid or ☐ Alt.# ___ BULK Delivery			
LIN 2	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5W-30 synthetic motor oil	200	Gallons	$6.50	$1300.00

DESCRIPTION:	☑ Base Bid or ☐ Alt.# ___ BULK Delivery			
LIN 3	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
ATF Synthetic Multi-Purpose (Allison TES 295 Approved)	100-165	Gallons	$41.25	$4125.00 - $6806.25 Based on Qty listed of 100-165g

DESCRIPTION:	☑ Base Bid or ☐ Alt.# ___ DRUM			
LIN 4	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
85W-140 Gear oil Conventional	55	Gallons	$10.34	$568.70

DESCRIPTION :	☑ Base Bid or ☐ Alt.# ___DRUM			
LIN 5	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
85W-90 Gear oil Conventional	55	Gallons	$9.55	$525.25

DESCRIPTION :	☑ Base Bid or ☐ Alt.# ___DRUM			
LIN 6	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Mobile Grease XHP 222 Special Multi purpose Chasis grease (or equivalent)	55	Gallons	$26.09	$1434.95

DESCRIPTION :	☑ Base Bid or ☐ Alt.# ___PAIL			
LIN 7	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
NUTO H 32 Hydraulic Oil	5	Gallons	$9.00	$45.00

DESCRIPTION :	☑ Base Bid or ☐ Alt.# ___KEG			
LIN 8	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Grease NLGI-LB qualified for wheel bearings	120	LBS.	$3.05	$366.00

DESCRIPTION :	☑ Base Bid or ☐ Alt.# ___PAIL			
LIN 9	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
M-DTE 10 Excel 32 non-conductive	5	Gallons	$14.85	$74.25

DESCRIPTION:	☑ Base Bid or ☐ Alt.# ___PAIL			
LIN 10	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
M-DTE 10 Excel 15	5	Gallons	$28.25	$141.25

DESCRIPTION:	☑ Base Bid or ☐ Alt.# ___TOTE REFILLS			
LIN 11	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
DEF Fluid	660	Gallons	$1.56	$1029.60

DESCRIPTION:	☑ Base Bid or ☐ Alt.# ___BULK			
LIN 12	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Antifreeze – HD Extended life NMOAT Ethyleenglyc ol based mixed with water, ready to use -34F - 265F. With protectants from metal corrosion	400	Gallons	$6.02	$2408.00

All quantities are estimated.

NOTE: RTA reserves the right to award all of the IFB items to one technically acceptable Contractor or to split the award to two technically acceptable Contractors based on economic feasibility.

Scope of Work

Oil, Lubricants, and Related Fluid Supply and Waste Fluid Removal Services

1. Introduction

The Regional Transit Authority (RTA) seeks a qualified vendor to provide a continuous supply of maintenance fluids and lubricants for the operation and servicing of its bus and paratransit fleet and streetcar fleets. This solicitation covers the purchase, delivery, and optional waste fluid removal of specified products. The RTA intends to establish a multi-year agreement with an initial term of four (4) years and one (1) optional renewal year, not to exceed a total contract period of five (5) years.

2. General Requirements

- Delivery Timeframe: All items must be delivered within two (2) business days of order placement.
- Packaging & Delivery: Products must be delivered in the format specified (bulk tank fill, 55-gallon drums, 5-gallon pails, 120-lb kegs, or totes).
- Waste Fluid Removal Option: Vendor must provide an optional service for the collection and disposal of waste oil and antifreeze in compliance with all local, state, and federal environmental regulations.
- Product Substitution: Brand names listed are for specification purposes only; equivalent or superior products may be supplied upon RTA approval.
- Compliance: All products must meet or exceed OEM specifications for RTA fleet vehicles.

DEF

-Vendor will need to supply three 330-gallon totes with fill nozzles and a monitoring system.

3. Product Specifications & Estimated Usage

Fluid Type	Delivery Type	Estimated Quantity & Frequency
15W-40 Motor Oil, Semi-Synthetic	Bulk Tank Fill	400–500 gallons every 2 weeks
5W-30 Synthetic Motor Oil	Bulk Tank Fill	200 gallons every 3 months
ATF Synthetic Multi-Purpose (TES 295)	Bulk Tank Fill	100–165 gallons every 2 months

85W-140 Gear Oil, Conventional	55-Gallon Drum	2 drums every 2 months
80W-90 Gear Oil, Conventional	55-Gallon Drum	2 drums every 5 months
Mobil Grease XHP 222 (or equivalent)	55-Gallon Drum	1 drum every 8 months
NUTO H 32 Hydraulic Oil	5-Gallon Pail	As needed
Grease NLGI-LB Wheel Bearings	120-Lb Keg	4 kegs every 4 months
M-DTE 10 Excel 32 Non-Conductive	5-Gallon Pail	As needed
M-DTE 10 Excel 15	5-Gallon Pail	As needed
DEF Fluid	330-Gallon Tote (x3/mo)	700 gallons Weekly
Antifreeze – HD Extended Life NMOAT Premix 50/50	Bulk Tank Fill	700 gallons every 1 month

4. Optional Service

Waste Fluids

Vendor shall provide the option to collect and properly dispose of:
- Waste oil from RTA's bulk tanks.
- Waste antifreeze in compliance with all applicable environmental regulations.
The vendor shall furnish all necessary equipment, manifests, and documentation for regulatory compliance.

5. Ordering & Invoicing

- Orders will be placed by authorized RTA staff via email or phone.
- Invoices must clearly list product delivered, quantity, delivery date, and pricing per contract.
- Pricing must remain firm for the duration of the contract unless otherwise approved through the escalation clauses in the final agreement.

6. Performance Standards

- Vendor must meet the delivery timeframe for at least 98% of orders.
- Products must arrive undamaged, sealed, and in compliance with specifications.
- Waste removal (if provided) must be documented with appropriate disposal certificates.

Bid Pricing Sheet

Pricing shall be submitted as cost per gallon. Vendor must complete the table for each contract year (Years 1–4) and the optional Year 5. Pricing shall be firm for the term indicated unless otherwise agreed upon by RTA.

* See note for Yr3 - Yr5 on last page

Product	Delivery Type	Est. Annual Usage (Gallons)	Year 1 Price / Gallon	Year 2 Price / Gallon	Year 3 Price / Gallon Option *	Year 4 Price / Gallon Option *
15W-40 Motor Oil, Semi-Synthetic	Bulk Tank Fill	~13,000	7.00	7.25	7.50	7.75
5W-30 Synthetic Motor Oil	Bulk Tank Fill	~800	6.50	6.75	7.00	7.25
ATF Synthetic Multi-Purpose (TES 295)	Bulk Tank Fill	~1000	41.25	41.75	42.75	43.75
85W-140 Gear Oil, Conventional	55-Gallon Drum	~715	10.34	10.84	11.34	11.84
80W-90 Gear Oil, Conventional	55-Gallon Drum	~275	9.55	10.05	10.55	11.05
Mobil Grease XHP 222 (or equivalent)	55-Gallon Drum	~110	26.09	26.89	27.50	28.50
NUTO H 32 Hydraulic Oil	5-Gallon Pail	As needed	9.00	9.00	9.25	9.25
Grease NLGI-LB Wheel Bearings	120-Lb Keg	~480 lbs	3.05	3.15	3.25	3.35
M-DTE 10 Excel 32 Non-Conductive	5-Gallon Pail	As needed	14.85	15.00	15.25	15.65
M-DTE 10 Excel 15	5-Gallon Pail	As needed	28.25	28.25	29.25	29.50
DEF Fluid	330-Gallon Tote (x3/mo)	~36,400	1.56	1.65	1.75	1.75

* Year 5 Same as Year 4

Antifreeze – HD Extended Life NMOAT Premix	Bulk Tank Fill	~8,400	6.02	6.20	6.50	6.70

Optional Service Pricing – Waste Fluid Removal

Service	Unit	Year 1 Price	Year 2 Price	Year 3 Price Optional	Year 4 Price Optional
Waste Oil Removal	Per Gallon	N/A	N/A	N/A	N/A
Waste Antifreeze Removal	Per Gallon	N/A	N/A	N/A	N/A

Pricing for 2 years are firm. Optional years would have to be acceptable to Gulf Coast Oil & Supply and Regional Transit Authority as neither company can predict the future economics of their products that far in the future.

Dont see a location to denote a Year 5 price. We would honor Year 4 pricing for Year 5 if agreed upon per above. within 6 months of contract term renewing.

CERTIFICATION ON PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principles:

1. **Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;**

2. **Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**

3. **Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and**

4. **Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.**

(If the primary participant is unable to certify to any of the statements I this certification, the participants shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT, CERTIFIES OR AFFIRMS THAT TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ ARE APPLICABLE HERETO.

COMPANY Gulf Coast Oil & Supply, LLC

ADDRESS 45 Coquille Rd. Belle Chasse, LA 70037

DATE 10/23/25

Signature of Offeror's Authorized Representative

BUY AMERICA

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder or proposer hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date 10/23/25

Signature

Company Name Gulf Coast Oil & Supply, LLC

Title President

RTA Project No. 2025-036

NON-COLLUSION AFFIDAVIT

STATE OF Louisiana

PARISH OF Plaquemines

Phil Oestriecher, being first duly sworn, deposes and says that:

(1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of Gulf Coast Oil & Supply, LLC, the Contractor that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid.

(3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly colluded, conspired connived or agreed with any bidder or anyone else to put on a sham bid, or refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against RTA or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual; and further that said bidder will not pay or agree to pay directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any individual, for aid or assistance in securing contract above referred to in the event the same is awarded to said bidder.

Signed: [signature]

Title: President

Sworn to me and subscribed in my presence this 23rd day of October, 2025 A.D.,

[signature]

NOTARY PUBLIC

ADRIAN A. COLON, JR.
Notary Public
Parish of Plaquemines
State of Louisiana
Commission Issued For Life
Bar Roll #20525, Notary ID #35542

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

1. The prospective lower tier participant certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this offer.

3. The Lower-Tier participant (Potential Contractor under a major Third Party Contract), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C., 3801 ET SEQ are applicable thereto.

COMPANY Gulf Coast Oil & Supply, LLC

ADDRESS 45 Coquille Rd. Belle Chasse, LA 70037

DATE 10/23/25

Signature of Offeror's Authorized Representative

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Phil Oestriecher, President hereby certify on
(Name and Title of Offeror Official)

behalf of Gulf Coast Oil & Supply, LLC that:
(Name of Offeror)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment , or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influenced an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 23rd day October, 2025.

BY _____

Witnesses: _____
(Signature of Authorized Official)

Notary
(Title of Authorized Official)

Sworn to and subscribed before me on this 23rd day of October, 2025

Notary Public In and For _____ Parish/County

ADRIAN A. COLON, JR.
Notary Public
Parish of Plaquemines
State of Louisiana
Commission Issued For Life
Bar Roll #20525, Notary ID #35542

State of _____

PARTICIPANT INFORMATION FORM

All offerors are required to submit the information contained on this form. This information is a condition of submitting an offer to the RTA. Offerors must insure that **ALL** sub-contractors, sub-contractors or others at all tiers, which are proposed to be used or used under any agreement issued by RTA have submitted an executed copy of this form. RTA is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name Gulf Coast Oil & Supply, LLC

Firm Address 45 Coquille Rd. Belle Chasse, LA 70037

Telephone Number 504-433-2049 504-453-9047 (cell)

Fax Number 504-433-2050

E-Mail Address Phil0@gcoilandsupply.com

Firm's status as Disadvantaged Business Enterprise (DBE) or Non- DBE Non DBE

Age of the firm 12 years

Annual gross receipts of the firm $ 30 mil

Prime or Sub-Contractor Prime

NAICS code (s) 424720

I certify to the best of my knowledge that the above information is true and correct:

Signature

Title President

Date 10/23/25

RTA Project No. 2025-036

FAILURE TO PROVIDE AN EXECUTED COPY OF THIS FORM AS STIPULATED HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.

Client#: 1172175 GULFCOA27

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jacque Buisson
USI Southwest 3850 N. Causeway Blvd., Suite 1200 Metairie LA 70002 504-355-5000	PHONE (A/C, No, Ext): 504-355-5035 FAX (A/C, No): 610-537-4120 E-MAIL ADDRESS: jacque.buisson@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Insurance Co.	10172
INSURER B : Progressive Paloverde Insurance Co	44695
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gulf Coast Oil & Supply, LLC
632 Bluebonnet Drive
Belle Chasse, LA 70037

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			G47424926003	09/16/2025	09/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			03274111	09/11/2025	03/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Any request for special coverages which are specifically required by contract or minimum insurance requirements should be forwarded to this office for review.

(See Attached Descriptions)

CERTIFICATE HOLDER

Will add RTA if bid is awarded

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

COMMERCIAL GENERAL LIABILITY:
Policy includes automatic Additional Insured, Waiver of Subrogation, and Primary Insurance endorsements that provide this status to the Certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Bowles & Associates, Inc. 2804 Belle Chasse Hwy Gretna, LA 70053	PHONE (A/C, No, Ext): 504-362-0922 FAX (A/C, No): 504-362-8722 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Gulf Coast Oil & Supply, LLC 45 Coquille Dr Belle Chasse, LA 70037	INSURER A: Stonetrust	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCV 0088944-2025	10/14/25	10/14/26	✓ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Phil Oestriecher is excluded from the WC policy.							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Will add RTA if bid is awarded

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REGIONAL TRANSIT AUTHORITY

PUBLIC NOTICE

IFB 2025-036 Vehicle Fluids and Lube

Addendum I

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date. 9-24-2025

Invitation For Bid No. 2025-036 has been amended as follows:

1. Question: Are we required to bid on waste oil removal or is it optional?
   It is optional

2. Question: The DEF line specifies three 330 gal totes per month, but also specifies 700 gals weekly. Are you requesting tote pricing, or bulk pricing that we would pump from totes?
   330 totes is what fit in the area where they are currently located. Right now our totes stay in place and they pump into the totes. The vendor would also supply the totes/ pumps/ monitors needed for this service as well.

3. Question: Our delivery window is 2-4 business days. Would this be acceptable to NORTA?
   We have an expectation of delivery within 2 days.

4. Question: Must we dispose of your waste oil?

   If you are removing the waste oil it you must dispose of it. IT is not a required bid option.

5. Question: Do you allow price adjustments during the 4 year term?
   Note the price changes on the bid sheet.

6. Question: For your full synthetic 5W30, are you looking for a DEXOS-rated oil or regular full synthetic?
   We are looking for 5w 30 synthetic

7. Question: Can the DEF delivery sites accept transport sized truck? Yes

8. 8. Question: The bid documents state that we must provide fill nozzles for the DEF totes. Are you requesting that we provide dispensing pumps for the totes and if so, do you require electric pumps or manual pumps?
   Yes, they should be electric pumps and whatever meeting equipment is necessary for use.

9. Question: Are bidders required to bid on all items to be considered for award?
   Yes with the exception of waste oil.

Lona Hankins
Chief Executive Officer
Regional Transit Authority

REGIONAL TRANSIT AUTHORITY

PUBLIC NOTICE

IFB 2025-036 Vehicle Fluids and Lube

Addendum II

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date. **10-14-2025**

Invitation For Bid No. 2025-036 has been amended as follows:

Please respond to the questions in RED

9. Question: Since the industry is very volatile, it could go up at any time. If this would occur during any of the year terms, would we be able to adjust pricing. Example: If the industry had a price increase during Year 1 of the contract, would be we able to adjust the pricing before the next year kicks in?

Answer: Bid should reflect best projected cost for a 2-year contract with options for each year after.

10. Question: Does "Total Base Bid" mean just year 1 or does it mean the total of all 4 years combined?

Answer: cost breakdown for each year and a final total would suffice.

11. Question: Are all DEF totes located in the same location? Can an estimated footprint of the location be provided?

Answer: DEF totes are at one location (2817 Canal St)

12. Question: Can the spec of the 1540 be provided?

Answer: 15W-40 Motor Oil, Semi-Synthetic CJ4- for diesel engines

13. Question: Can the spec of the 1540 be provided? CI-4? CH4? CJ4?

Answer: 15W-40 Motor Oil, Semi-Synthetic CJ4- for diesel engines

14. Question: Under the Title "Bid Title Sheet", It states "the table for each contract year (1-4) and the optional year 5. Pricing shall be firm for the year indicated unless otherwise agreed upon. The table provided, lists year 1, year 2, year 3 (optional) and year 4 (optional). Please provide clarification: 1 - what is the term of the bid? is it 2- year with option to renew or 4-year with option to renew? 2 - who holds the option to renew? 3 - would a 1-year with options to renew be acceptable?

Answer: Bid should reflect best projected cost for a 2-year contract with options for each year after.

15. Question: In light of current economic conditions, how would material changes such as tariffs be addressed in a 2-4 year fixed contract? Would price changes that are reflective of the manufacturer/supplier be accepted (verification would be provided)?

Answer: Bid should reflect best projected cost for a 2-year contract with options for each year after.

16 Question: Will this be awarded as a whole or by line item?

Answer: This is to be awarded as an entire package for all line items.

Lona Hankins
Chief Executive Officer
Regional Transit Authority

3/15/2021

REGIONAL TRANSIT AUTHORITY

PUBLIC NOTICE

IFB 2025-036 Vehicle Fluids and Lube

Addendum III

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date. 10-15-2025

Invitation For Bid No. 2025-036 has been amended as follows:

DEF FLUID IS AN ALTERNATE: (600) GALLONS

Lona Hankins
Chief Executive Officer
Regional Transit Authority

REGIONAL TRANSIT AUTHORITY

PUBLIC NOTICE

IFB 2025-036 Vehicle Fluids and Lube

Addendum IV

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date. 10-15-2025

This addendum serves to answer vendor question/inquiry:

Question: Could you attach the previous bid tabulation and incumbent?

Response: Bid tabulation details must be obtained through public records requests. Please visit: https://www.norta.com/help-and-contacts/business-information/requests-for-records to submit a request.

Lona Hankins
Chief Executive Officer
Regional Transit Authority

BID TALLY SHEET
NEW ORLEANS REGIONAL TRANSIT AUTHORITY
IFB 2025-036 VEHICLE FLUIDS AND LUBE
10/28/2025 2:00 PM
BID OPENING

COMPANY NAME	LICENSE No.	BOND	SUM PRICE
Atlantic Petroleum			$19,391.48
Gulf Coast Oil & Supply			$14,618.00
McPherson			$14,983.61 $14,865.60
Safety-Kleen			$13,726.25
Delta Fuel			$24,324.00
Petro Choice			$321,306.29

Opened by: Leah LeBlanc **Witnessed by:** S Lepk

Date: 10/28/25 **Date:** 10-28-2025

Fluid type	Delivery Type	Frequincy	Price per Unit	Yearly useage Cost	Year 1	Year 2	Year 3	Year 4	Total
15w-40 Motor oil, sem-isynthetic	Bulk	400-500 gal. every 2 weeks	7	$ 91,000.00	$ 91,000.00	$ 100,100.00	$ 110,110.00	$ 121,121.00	**$ 422,331.00**
5W-30 synthetic motor oil	Bulk	months	6.5	$ 3,120.00	$ 3,120.00	$ 3,432.00	$ 3,775.20	$ 4,152.72	**$ 14,479.92**
(Allison TES 295 Approved)	Bulk	3 months	41.25	$ 27,225.00	$ 27,225.00	$ 29,947.50	$ 32,942.25	$ 36,236.48	**$ 126,351.23**
85W-140 Gear oil Conventional	55 Gal Drum	months	10.34	$ 6,824.40	$ 6,824.40	$ 7,506.84	$ 8,257.52	$ 9,083.28	**$ 31,672.04**
85W-90 Gear oil Conventional	55 Gal Drum	months	9.55	$ 2,521.20	$ 2,521.20	$ 2,773.32	$ 3,050.65	$ 3,355.72	**$ 11,700.89**
Multi purpose chasis grease (or	55 Gal Drum	months	26.09	$ 2,152.43	$ 2,152.43	$ 2,367.67	$ 2,604.43	$ 2,864.88	**$ 9,989.40**
NUTO H 32 Hyudraulic Oil	5 gal. pail	As needed	9	$ 540.00	$ 540.00	$ 594.00	$ 653.40	$ 718.74	**$ 2,506.14**
wheel bearings	120 Lbs. Keg	months	3.05	$ 4,392.00	$ 4,392.00	$ 4,831.20	$ 5,314.32	$ 5,845.75	**$ 20,383.27**
M-DTE 10 Excel 32 non-conductive	5 gal. Pail	As needed	14.85	$ 891.00	$ 891.00	$ 980.10	$ 1,078.11	$ 1,185.92	**$ 4,135.13**
M-DTE 10 Excel 15	5 Gal. oail	As needed	28.25	$ 1,695.00	$ 1,695.00	$ 1,864.50	$ 2,050.95	$ 2,256.05	**$ 7,866.50**
DEF Fluid	(2) 330 Tote Refills	Every two weeks	1.56	$ 26,769.60	$ 26,769.60	$ 27,037.30	$ 29,741.03	$ 32,715.13	**$ 116,263.05**
Antifreeze – HD Extendlid life NMOAT Ethyleenglycol based mixed with water, ready to use -34F -265F. With protectants from metal corrosion.	Bulk	400 gal every 2 weeks	6.02	$ 62,608.00	$ 62,608.00	$ 63,234.08	$ 69,557.49	$ 76,513.24	**$ 271,912.80**
TOTAL Est Per Year				$ 229,738.63	$ 229,738.63	$ 244,668.50	$ 269,135.35	$ 296,048.89	**$ 1,039,591.37**
2 year total						$ 474,407.13			

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 26-007 **Operations & Administration Committee**

Jury Duty Policy (HR30) Amendment No.1

DESCRIPTION: First amendment to the agency's Jury Duty Policy	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to amend the Jury Duty Policy as presented to ensure the policy aligns with current federal, state, and local laws governing jury service protections and compensation requirements.

ISSUE/BACKGROUND:

This is ongoing work policies to assist in developing best practices and being in compliance with required laws.

DISCUSSION:

Human Resources completed a comprehensive review of the Agency's Jury Duty policy and updated the policy to ensure compliance with applicable legal requirements and recognized best practices.

FINANCIAL IMPACT:

Adoption of the RTA agency policies has no direct impact upon RTA's expenditures or revenues.

NEXT STEPS:

Upon Board of Commissioners' approval, staff will work to provide policies to all RTA staff to view and follow.

ATTACHMENTS:

1. Resolution
2. (HC30) Jury Duty Policy Redlined
3. (HR30) Jury Duty Policy Clean

Prepared By: Kentrella Crawford
Title: Employee and Labor Relations Manager

Reviewed By: Seandra Allen Buchanan
Title: Chief Human Resources Officer



2/6/2026

Lona Edwards Hankins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

RESOLUTION NO. _____

FILE ID NO. 26-007

**STATE OF
LOUISIANA PARISH
OF ORLEANS**

A RESOLUTION TO APPROVE AND AUTHORIZE AMENDMENT NO. 1

TO RTA's JURY DUTY POLICY (HR30)

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, it's the legal and civic responsibility to support employees who are called to serve jury duty; and

WHEREAS, the Board desires to establish a clear policy outlining employee rights, responsibilities, and compensation during periods of jury service; and

WHEREAS, the current Jury Duty Policy, adopted on February 23, 2021 via Resolution 21-007, outlines procedures and benefits for employees summoned to serve; and

WHEREAS, it has been determined that an amendment is necessary to ensure compliance with legal requirements and enhance employee support during jury service; and

WHEREAS, the proposed amendment was reviewed and recommended by the Human Resources Department for adoption; and

WHEREAS, it is the opinion of the RTA Board of Commissioners that the adoption of this amended policy is essential in creating an agency culture that encourages growth, challenges creativity, and recognizes innovation and success; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the New Orleans Regional Transit Authority (RTA) hereby approves the amendment and restatement of the **Jury Duty Policy (HR30)** and that the Department of Human Resources shall be responsible for the distribution, implementation and management of the amended policy.

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 24th DAY OF FEBRUARY 2026.

_____
FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

Jury Duty

(HR30)

POLICY STATEMENT

The New Orleans Regional Transit Authority (RTA) encourages employees to perform their civic duty to serve as members of juries and allows them to do so without loss of pay, benefits or employment.

PURPOSE

This policy provides guidelines if an employee is summoned for jury duty service.

APPLICATION

This policy applies to all RTA employees. If this policy conflicts with a Collective Bargaining Agreement (CBA), the CBA will prevail.

ADOPTED BY:

The RTA Board of Commissioners on 02/12/2026, Resolution XX-XXX

APPROVED BY:

_____

Lona E. Hankins
Chief Executive Officer

Effective Date: 2/23/2021
Date of Last Review: 2/12/2026

1.0 PROCEDURES

1.1 Receiving a Jury Summons

Employees should submit a copy of a jury summons to their supervisor upon receipt. The employee's supervisor is to send the summons to Payroll to be placed in the employee personnel file.

1.2 Work Schedule

Employees, regardless of shift or workweek schedule, must coordinate with their supervisor to ensure their responsibilities will be covered during their absence.

1.3 Postponement of Jury Duty

For operational efficiencies, RTA may request that an employee postpone jury service. If an employee elects to postpone jury duty on their own, RTA will not provide a work excuse for postponement.

1.4 Jury Duty Service

Employees on jury duty are expected to report to work on days when they are not required in court. Employees must immediately notify their supervisor if the trial is extended.

1.5 Pay and Benefits While on Jury Duty

Those summoned to jury duty service will receive regular straight time compensation coded as jury duty pay for any regularly scheduled work hours, in the actual performance of jury services. Jury service does not count as time worked when computing overtime. Employees are subject to discipline up to and including termination for falsifying jury service documentation.

1.6 Post-Service Requirements

At the conclusion of jury service, employees must submit a copy of the Proof of Jury Service Certificate to their supervisor, who will review it to ensure the jury service is accurately recorded on the employee's timesheet, and forward to Payroll for additional review and/or entry.

2.0 DEFINITION OF TERMS

Jury Summons – A court order requiring a person to attend court at a time and place for potential jury selection.

Proof of Jury Service Certificate – Documentation provided by the Courts noting the days an individual served on jury duty. This Certificate is typically provided to employees at the end of the last day of jury service.

3.0 RESPONSIBILITIES

Employees must submit copies of the summons and Proof of Jury Service Certificate to their supervisor and report to work while on jury duty whenever reasonably possible.

Supervisors must forward the jury summons to Payroll to ensure jury service is accurately recorded on the employee's timesheet; a copy will be placed in the employee's file.

4.0 FLOWCHART

N/A

5.0 REFERENCES

- Attendance and Work Schedule (HR1)
- HR6 RTA Employee Personnel File Policy

6.0 ATTACHMENTS

N/A

7.0 PROCEDURE HISTORY

12/15/2020 Interim Board approval granted
12/11/2020 Interim Executive Committee approval granted
2/4/2021 Final Executive Committee approval granted
2/23/2021 Final Board approval granted
2/12/26 Operations Committee Meeting
2/24/26 Board Meeting

8.0 SPONSOR DEPARTMENT

Human Resources

Jury Duty

(HR30)

POLICY STATEMENT

The New Orleans Regional Transit Authority (RTA) encourages employees to perform their civic duty to serve as members of juries and allows them to do so without loss of pay, benefits or employment.

PURPOSE

This policy provides guidelines if an employee is summoned for jury duty service.

APPLICATION

This policy applies to all RTA employees. If this policy conflicts with a Collective Bargaining Agreement (CBA), the CBA will prevail.

ADOPTED BY:

The RTA Board of Commissioners on 02/23/2021, Resolution 21-007

APPROVED BY:



Lona E. Hankins
Chief Executive Officer

Effective Date: ~~2/23/2021~~
Date of Last Review: ~~12/17/2024~~

1.0 PROCEDURES

1.1 Receiving a Jury Summons

Employees should submit a copy of a jury summons to their supervisor upon receipt. The employee's supervisor is to ~~put the copy in the employee's departmental file or~~ send the summons to Payroll to be placed in the employee ~~department~~ personnel file.

1.2 Work Schedule

Employees, regardless of shift or workweek schedule, must coordinate with their supervisor to ensure their responsibilities will be covered during their absence.

1.3 Postponement of Jury Duty

For operational efficiencies, RTA may request that an employee postpone jury service. If an employee elects to postpone jury duty on their own, RTA will not provide a work excuse for postponement.

1.4 Jury Duty Service

Employees on jury duty are expected to report to work on days when they are not required in court; ~~and report to work for the part of their workday during which they are not required in court.~~ Employees must immediately notify their supervisor if the trial is extended.

1.5 Pay and Benefits While on Jury Duty

~~All at-will employees who have passed their initial probation and are on the active payroll are eligible for RTA-provided, jury duty reimbursement.~~

Those summoned to jury duty service will receive regular straight time compensation coded as jury duty pay for any regularly scheduled work hours, in the actual performance of jury services, ~~for the duration of one trial within a 12month period; and are eligible to be paid for one summons in any 12-month period. In the event additional summon notices within the 12-month period are received;~~ . Jury service does not count as time worked when computing overtime. Employees are subject to discipline up to and including termination for falsifying jury service documentation.

1.6 Post-Service Requirements

At the conclusion of jury service, employees must submit a copy of the Proof of Jury Service Certificate to their supervisor, who will review it to ensure the jury service is accurately recorded on the employee's timesheet, and forward to Payroll for additional review and/or entry.

2.0 DEFINITION OF TERMS

Jury Summons – A court order requiring a person to attend court at a time and place for potential jury selection.

Proof of Jury Service Certificate – Documentation provided by the Courts noting the days an individual served on jury duty. This Certificate is typically provided to employees at the end of the last day of jury service.

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3.0 RESPONSIBILITIES

Employees must submit copies of the summons and Proof of Jury Service Certificate to their supervisor and report to work while on jury duty whenever reasonably possible.

Supervisors must forward the jury summons to Payroll to ensure jury service is accurately recorded on the employeetimesheet; a copy will be placed in the employee file.

4.0 FLOWCHART

N/A

5.0 REFERENCES

- Attendance and Work Schedule (HR1)
- RTA Employee Personnel File Policy (HR6)

6.0 ATTACHMENTS

N/A

7.0 PROCEDURE HISTORY

12/15/2020 Interim Board approval granted
12/11/2020 Interim Executive Committee approval granted
2/4/2021 Final Executive Committee approval granted
2/23/2021 Final Board approval granted

8.0 SPONSOR DEPARTMENT

Human Resources

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 26-017 **Operations & Administration Committee**

Smoking & Vape Free Workplace Policy (GEN7) Amendment #1

DESCRIPTION: Authorization to Adopt Revised Smoking & Vape Free Workplace Policy (GEN7)	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☐ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to amend the Smoke and Vape Free Policy as presented to protect health and safety, clarify expectations for all users of agency property, and support a clean and welcoming environment.

ISSUE/BACKGROUND:

This is ongoing work policies to assist in developing best practices and being in compliance with required laws.

DISCUSSION:

RTA previously issued a Smoke and Vape Free Workplace (GEN7) on August 17, 2021. As a continuous improvement initiative to provide a safe and healthy environment for all employees and patrons as well as stay aligned with state laws and industry's best practices, RTA revised the policy. With the proliferation of electronic vaping devices, it is especially important to have consistent policies and procedures in place in this area. Safety staff engaged with department chiefs and staff to review this policy ensuring ease of use and consistency. Safety staff followed policy review procedures and the approved document format

Summary of GEN7 changes include:

- Updated policy to align with the New Orleans City Code Chapter 66, Article II and Louisiana Smokefree Air Act (R.S. 40:1291.1 et seq.)
- Updated policy to require departmental managers to report smoking incidents to the Safety Department.
- Added 'Vaping' as a term in section 3.

FINANCIAL IMPACT:

Adoption of the policy will have no direct impact on RTA expenditures or revenues.

NEXT STEPS:

Following Board approval, the department of Safety, Security & Emergency Management, in

coordination with relevant departments, will distribute, implement and enforce the policy.

ATTACHMENTS:

1. Resolution
2. RTA Smoke and Vape Free Workplace Policy (GEN7) CLEAN Version
3. RTA Smoke and Vape Free Workplace Policy (GEN7) MARKED Version

Prepared By: Ivana C. Butler
Title: Administrative Analyst

Reviewed By: Michael J. Smith
Title: Chief Safety, Security, and Emergency Management Officer

Reviewed By: Seandra Allen Buchanan
Title: Chief Human Resources Officer



2/4/2026

Lona Edwards Hankins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

RESOLUTION NO.
FILE ID NO. 26-017

STATE OF LOUISIANA
PARISH OF ORLEANS

A RESOLUTION TO APPROVE AND AUTHORIZE AMENDMENT NO. 1 TO RTA'S SMOKE & VAPE FREE WORKPLACE POLICY (GEN7)

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Board of Commissioners of the New Orleans Regional Transit Authority (RTA) governs and sets policy for the agency; and

WHEREAS, the RTA is committed to ensuring that appropriate controls are in place, that regulatory requirements are followed and that industrucy best practices are pursued; and

WHEREAS, on August 17, 2021 (Resolution No 21-117), the Board of Commissioners adopted a set of agency-wide policies that included the original issuance of GEN7 and that clarified workplace standards, established consistency through best practices and promoted compliance within the agency; and

WHEREAS, the RTA maintains a Smoke and Vape Free Workplace Policy (GEN7) to establish clear, agency-wide standards in support of employee health, public safety, and regulatory compliance; and

WHEREAS, the purpose of this amended Smoke and Vape Free Workplace Policy (GEN7) is to update and clarify the Authority's existing policy to ensure continued compliance with the New Orleans City code Chapter 66, Article II, and the Louisiana Smokefree Air Act (R.S. 40:1291.1 et seq.), to explicitly include vaping within the scope of prohibited activities, and to strengthen internal reporting requirements by requiring departmental managers to report smoking or vaping incidents to the Safety Department; and

WHEREAS, it is the opinion of the RTA Board of Commissioners that the adoption of this amended policy is essential in creating an agency culture that encourages growth, challenges creativity, and recognizes innovation and success; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby approves the amendment of the **Smoke and Vape Free Workplace Policy (GEN7)** and that the Department of Safety, Security and Emergency Management shall be responsible for the implementation, and enforcement of the amended policy and Human Resources shall be responsible for distributing the policy.

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 FEBRUARY, 2026.

_____
FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

Smoke and Vape Free Workplace

(GEN7)

POLICY STATEMENT

At the New Orleans Regional Transit Authority (RTA), we are committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees and patrons.

PURPOSE

In January 2015, the New Orleans City Council unanimously passed a new, comprehensive smoke-free ordinance. New Orleans RTA supports the efforts in making workplaces throughout New Orleans smoke-free. Smoking and vaping are prohibited on all agency premises to provide a safe and healthy environment for all employees and patrons.

APPLICABILITY

This policy applies to all employees who work for RTA. If a conflict occurs between this policy and a Collective Bargaining Agreement (CBA), the CBA will prevail.

Every RTA employee, RTA's contractors and members of the public must adhere to this policy relating to smoking of tobacco, cannabis, or other products while on RTA property, at bus stops or on RTA vehicles.

DEFINITIONS

"Smoking" refers to smoking or "vaping" cigars, cigarettes, electronic cigarettes, vaping devices, or pipes, and includes, but is not limited to, smoking or "vaping" any tobacco, cannabis, or other products.

ADOPTED BY:

The RTA Board of Commissioners on XX/XX/2021, Resolution XX-XXX

APPROVED BY:

Lona Hankins
Chief Executive Officer

RTA
Regional Transit Authority

1.0 PROCEDURES

- Smoking is prohibited within any RTA leased or owned building or facility, including the elevators, stairwells, restrooms, and hallways.
- Smoking is prohibited at RTA's bus stops and throughout all transit centers (indoors and outdoors).
- Smoking is prohibited in all RTA vehicles, owned, or leased.
- Smoking on RTA property within 25 feet of any RTA facilities' window or door is prohibited, regardless of whether the window or door is open or closed.
- Smoking within 100 feet of any RTA fueling facility is prohibited.
- Smoking of cannabis products on RTA premises is prohibited.
- This regulation shall not be interpreted or construed to permit smoking of tobacco, cannabis, or other products where it is otherwise restricted by other applicable federal, state, and local laws.
- "No Smoking" signs or the international "no smoking" symbol (consisting of a pictorial presentation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently and conspicuously posted at every building or other place where smoking of tobacco or other products is regulated by this policy, including at each entrance of all RTA's buildings and facilities. The Maintenance Manager or other designated personnel shall be responsible for posting the required signage.
- Human Resources shall provide each RTA employee with educational materials on the benefits of not smoking.
- Each Department Manager shall annually in January submit a report of smoking incidents occurring within his/her area of responsibility, which violate this policy. The report's purpose shall be alleviating smoking in violation of this policy. The Chief of Safety, Security and Emergency Management (CSSEM) shall review and, if needed, implement additional actions in furtherance of the goals of this Policy at his/her discretion.

2.0 CONSEQUENCES

Employees who violate this policy will be subject to disciplinary action up to and including immediate discharge. A process is in place for resolving complaints about the smoke- and vape-free policy:

- Complaints about the application of this policy and/or alleged violations should be brought to the attention of the Chief Human Resources Officer.
- The complaint should be submitted in writing and should identify specific objections.
- The RTA will investigate the complaint and resolve it in accordance with the policy.
- No employee shall suffer any form of retaliation for raising a complaint or asking a question about this policy.

RTA
Regional Transit Authority

This policy is intended to comply with the requirements of the New Orleans City Code Chapter 66, Article II and Louisiana Smokefree Air Act (R.S. 40:1291.1 et seq.).

3.0 DEFINITIONS

"Smoking" refers to the act of inhaling, exhaling, or possessing lit or heated cigars, cigarettes, pipes, or any other tobacco or cannabis products, including the use of electronic smoking devices (e-cigarettes or vaping devices), which involve inhalation of vapor or aerosolized substances.

“Vaping" refers to the use of devices that heat a liquid, typically containing nicotine or THC, to create a vapor for inhalation. Vaping is subject to the same restrictions as smoking.

4.0 FLOWCHART
N/A

5.0 REFERENCES
N/A

6.0 ATTACHMENTS
N/A

7.0 PROCEDURE HISTORY
8/18/2021 Final Executive Committee approval granted
8/24/2021 Final Board approval granted

8.0 SPONSOR DEPARTMENT
Department of Safety, Security and Emergency Management

Smoke and Vape Free Workplace

(GEN7)

POLICY STATEMENT

At the New Orleans Regional Transit Authority (RTA), we are committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees and patrons.

PURPOSE

In January 2015, the New Orleans City Council unanimously passed a new, comprehensive smoke-free ordinance. New Orleans RTA supports the efforts in making workplaces throughout New Orleans smoke-free. Smoking and vaping are prohibited on all agency premises to provide a safe and healthy environment for all employees and patrons.

APPLICABILITY

This policy applies to all employees who work for RTA. If a conflict occurs between this policy and a Collective Bargaining Agreement (CBA), the CBA will prevail.

Every RTA employee, RTA's contractors and members of the public must adhere to this policy relating to smoking of tobacco, cannabis, or other products while on RTA property, at bus stops or on RTA vehicles.

DEFINITIONS

"Smoking" refers to smoking or "vaping" cigars, cigarettes, electronic cigarettes, vaping devices, or pipes, and includes, but is not limited to, smoking or "vaping" any tobacco, cannabis, or other products.

ADOPTED BY:

The RTA Board of Commissioners on XX-XX-XXXX, Resolution XX-XXX.

APPROVED BY:

Lona Hankins
Chief Executive Officer

Smoke and Vape Free Workplace (GEN7)

RTA
Regional Transit Authority

1.0 PROCEDURES

- Smoking is prohibited within any RTA leased or owned building or facility, including the elevators, stairwells, restrooms, and hallways.
- Smoking is prohibited at RTA's bus stops and throughout all transit centers (indoors and outdoors).
- Smoking is prohibited in all RTA vehicles, owned, or leased.
- Smoking on RTA property within 25 feet of any RTA facilities' window or door is prohibited, regardless of whether the window or door is open or closed.
- Smoking within 100 feet of any RTA fueling facility is prohibited.
- Smoking of cannabis products on RTA premises is prohibited.
- This regulation shall not be interpreted or construed to permit smoking of tobacco, cannabis, or other products where it is otherwise restricted by other applicable federal, state, and local laws.
- "No Smoking" signs or the international "no smoking" symbol (consisting of a pictorial presentation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently and conspicuously posted at every building or other place where smoking of tobacco or other products is regulated by this policy, including at each entrance of all RTA's buildings and facilities. The Maintenance Manager or other designated personnel shall be responsible for posting the required signage.
- Human Resources shall provide each RTA employee with educational materials on the benefits of not smoking.
- Each Department Manager shall annually in January submit a report of smoking incidents occurring within his/her area of responsibility, which violate this policy. The report's purpose shall be alleviating smoking in violation of this policy. The Chief of Safety, Security and Emergency Management (CSSEM) shall review and, if needed, implement additional actions in furtherance of the goals of this Policy at his/her discretion.

2.0 CONSEQUENCES

Employees who violate this policy will be subject to disciplinary action up to and including immediate discharge. A process is in place for resolving complaints about the smoke- and vape-free policy:

- Complaints about the application of this policy and/or alleged violations should be brought to the attention of the Chief Human Resources Officer.
- The complaint should be submitted in writing and should identify specific objections.
- The RTA will investigate the complaint and resolve it in accordance with the policy.
- No employee shall suffer any form of retaliation for raising a complaint or asking a question about this policy.

This policy is intended to comply with the requirements of the New Orleans City Code Chapter 66, Article II and Louisiana Smokefree Air Act (R.S. 40:1291.1 et seq.).

3.0 DEFINITIONS

"Smoking" refers to the act of inhaling, exhaling, or possessing lit or heated cigars, cigarettes, pipes, or any other tobacco or cannabis products, including the use of electronic smoking devices (e-cigarettes or vaping devices), which involve inhalation of vapor or aerosolized substances.

“Vaping" refers to the use of devices that heat a liquid, typically containing nicotine or THC, to create a vapor for inhalation. Vaping is subject to the same restrictions as smoking.

4.0 FLOWCHART
N/A

5.0 REFERENCES
N/A

6.0 ATTACHMENTS
N/A

7.0 PROCEDURE HISTORY
8/18/2021 Final Executive Committee approval granted
8/24/2021 Final Board approval granted

8.0 SPONSOR DEPARTMENT
General Administration

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 26-018 **Operations & Administration Committee**

Approval of the 2026 RTA Agency Safety Plan

DESCRIPTION: Approval of the 2026 RTA Agency Safety Plan	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

To approve and adopt the 2026 revision to RTA's Agency Safety Plan ("ASP") as written and recommended by staff, to satisfy Federal Transit Administration (FTA) and Louisiana Department of Transportation and Development (LADOTD, in the capacity of RTA's State Safety Oversight Agency) safety plan requirements.

ISSUE/BACKGROUND:

A formally approved revision of the ASP is required annually by LADOTD, serving in the capacity of RTA's State Safety Oversight Agency under Title 49 Code of Federal Regulations ("CFR") Part 674, and by FTA. Typically, this revision is presented to the Board of Commissioners for consideration annually. Staff is recommending that the Board of Commissioners approve the revised ASP to be immediately executed by management and staff pursuant to federal and state requirements. The ASP is the foundational policy document that defines roles, responsibilities, and processes for managing safety and provides guidance to staff on Safety Management System (SMS) principles, including: how to identify hazards, assess corresponding safety risk, develop and implement safety risk mitigations, and monitor mitigations to ensure they are properly implemented and effective.

DISCUSSION:

The RTA Board of Commissioners has previously approved each of six (6) prior iterations of the ASP since 2020, specifically on the following dates: July 28, 2020, March 23, 2021, January 25, 2022, December 13, 2022, January 23, 2024, and January 28, 2025. The latter is the version that is currently in effect. This revision for 2026 includes continued enhancements to multiple sections, reflects changes to RTA's organizational structure, incorporates new required elements for Risk-Based Inspections (RBI) and for Roadway Worker Protection (RWP), and includes updated safety performance and "risk reduction program" targets as required by FTA. A full tracked changes version of the document is included for review. LADOTD has reviewed the draft ASP and provided their written, tentative concurrence as of December 15, 2025 (a copy of which is attached). Subsequently, as is now required by FTA, RTA's Labor-Management Safety Committee, consisting of 50% labor and 50% management representatives, voted to approve the plan as written on January 31, 2026. RTA's ASP meets or exceeds all relevant federal and state requirements. Staff will continue to develop and refine the ASP in subsequent revisions to ensure it remains actionable, has the full support of the

executive leadership, reflects collaboration between RTA and its labor unions, and drives continuous improvement throughout the agency.

FINANCIAL IMPACT:

None

NEXT STEPS:

Upon formal adoption, the Chief Safety, Security, and Emergency Management Officer will send a final copy to LADOTD to satisfy reporting requirements. Staff will disseminate and commence execution of the plan, providing periodic implementation updates upon request. All departments share responsibilities for Plan implementation, as outlined in Section 1 of the Plan.

ATTACHMENTS:

1. Resolution
2. 2026 Agency Safety Plan
3. 2026 Agency Safety Plan (tracked changes version)
4. Tentative approval from LADOTD via e-mail, dated December 15, 2025

Prepared By: Ivana Butler
Title: Administrative Analyst - Safety, Security, and Emergency Management

Reviewed By: Michael J. Smith
Title: Chief Safety, Security & Emergency Management Officer



2/4/2026

Lona Edwards Hankins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

RESOLUTION NO. _____
FILE ID NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

APPROVAL OF THE 2026 RTA AGENCY SAFETY PLAN

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) previously approved a revision to its Agency Safety Plan (ASP) on January 28, 2025 (resolution # 25-007) which is currently in effect; and

WHEREAS, the Federal Transit Administration's (FTA) Public Transportation Agency Safety Plan (PTASP) final rule (49 Code of Federal Regulations [CFR"] Part 673) requires operators of public transportation systems that are recipients of FTA funds, such as RTA, to develop and implement a compliant Public Transportation Agency Safety Plan; and

WHEREAS, 49 CFR Part 673 requires such plans to be revised and approved annually and that all revisions be signed by the agency's Accountable Executive and approved by the agency's Board of Directors, or equivalent authority; and

WHEREAS, the Louisiana Department of Transportation and Development (LADOTD) is designated by the State of Louisiana and certified by FTA to conduct safety oversight of RTA, under 49 CFR Part 674, and LADOTD tentatively approved the 2025 ASP in accordance with this Part; and

WHEREAS, the ASP meets or exceeds all FTA and LADOTD requirements for such plans and accurately reflects the progress the agency has made in building and sustaining a viable Safety Management System (SMS) consistent with FTA guidelines and industry best practices; and

WHEREAS, the ASP was jointly reviewed by staff and executive leadership and was subsequently also approved by RTA's internal Labor-Management Safety Committee pursuant to 49 CFR Part 673, RTA's Safety Committee Structure Policy (SAF5), and ASP review procedures; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the RTA hereby approves the 2026 RTA Agency Safety Plan.

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 24th DAY OF FEBRUARY, 2026.

_____
FRED NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

New Orleans Regional Transit Authority

AGENCY SAFETY PLAN

Effective: February XX, 2026

New Orleans Regional Transit Authority

2817 Canal Street

New Orleans, Louisiana 70119

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Concurrences and Approvals

New Orleans Regional Transit Authority Agency Safety Plan

Concurrences:[1]

Michael J. Smith Chief Safety, Security, and Emergency Management Officer *SMS Executive*	Brian Marshall Chief Transit Officer
Gizelle Johnson-Banks Chief Strategic and Financial Officer	Dwight Norton Chief Planning & Capital Projects Officer
Kelder Summers Chief External Affairs Officer	Ryan Moser Chief Asset Management Officer
Tracy Tyler Chief Legal Officer	Seandra Allen-Buchanan Chief Human Resources Officer

Approvals:

_____ Date: _____
Lona Edwards Hankins
Chief Executive Officer
Accountable Executive

[via Board Resolution #XXXXX; see Appendix G]
Fred Neal, Jr.
Chairman, RTA Board of Commissioners

[1] One (1) current vacancy: Chief of Staff

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Document Revision Policy

This document is intended for use by the position to which it was issued. The control version of this document is stored electronically on RTA's SharePoint intranet site and is exclusively maintained by designated Safety Department staff. Printed and emailed copies of this document are uncontrolled and may not be current.

This plan is complemented by, and dependent on, other supporting policy documents issued by RTA as referenced herein and is updated at least annually in accordance with RTA policy and with federal and state requirements. The Chief Safety, Security, and Emergency Management Officer determines the initial distribution for this document.

Revisions/Amendments

Version Year	Revision No.	Effective Date	Revised Sections	Purpose
2021	0	7/15/2020	All	Initial issue of PTASP-compliant safety plan (49 CFR Part 673)
2021	1	3/23/2021	All	Incorporates major organizational structure changes
2022	0	1/25/2022	All	Initial Issue; minor updates
2023	0	12/13/2022	All	Aligns with FTA requirements announced in Feb. 2022 Dear Colleague letter, stemming from Bipartisan Infrastructure Law
2024	0	1/23/2024	All	Aligns with changes to statutory safety plan requirements, includes organizational structure changes
2025	0	1/28/2025	All	Aligns with changes to FTA and LADOTD requirements including 49 CFR Parts 670, 672, 673, and 674. Incorporates organizational structure changes. Incorporates updates to 5-year SMS Implementation Plan (SIP). Incorporates new Risk-Based Inspection provisions per LADOTD.
2026	0	XXXXXXX		

Purpose and Scope

The purpose of the Agency Safety Plan (ASP) is to set forth the requirements for identifying, evaluating and minimizing safety risk throughout the New Orleans Regional Transit Authority's (RTA) public transit system. The ASP formally establishes and reinforces RTA's commitment to a comprehensive Safety Management System (SMS) as required by the Federal Transit Administration (FTA) in 49 CFR Parts 670, 672, 673, and 674) and also by the Louisiana Department of Transportation and Development [LADOTD, herein referred to as the State Safety Oversight Agency ("SSO")] in its State Safety Oversight Program Standard (SSOPS)[2]. FTA, other federal agencies, and the SSO have access to review any policy or procedure referenced in this ASP and any related SMS documentation upon request.

The ASP is specifically developed to:

- Establish the Safety Program for RTA.
- Identify both shared and individual roles and responsibilities for RTA staff, management, and formally established safety committees for the safety of its entire system.
- Provide formal documentation of RTA's commitment to safety together with RTA's Safety Management Policy (SAF3) and other policies.
- Provide a framework for implementing RTA's Safety Management Policy, and specifically, its comprehensive adoption of the four components of SMS (Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion) in accordance with federal and state requirements.
- Establish minimum, comprehensive safety training requirements as required by FTA which must be incorporated into other RTA policies and procedures related to agency-wide training.
- Ensure compliance with FTA's National Public Transportation Safety Plan (NSP) relative to safety goals, objectives, and targets[3] that are established by FTA.
- Satisfy federal, state, and local laws, codes, ordinances, and regulations.

The RTA provides public transportation services to the City of New Orleans, Orleans, St. Bernard, and Jefferson Parishes. The RTA system includes five streetcar lines, 28 bus routes, paratransit service, and two passenger ferry lines, all of which is supported by FTA through the Urbanized Area Formula Funding Program (U.S.C. Section 5307) as well as a combination of state and local funding sources. RTA does not provide any Section 5307 funds to any other entity to provide transit services.

Note: Per 49 CFR Part 673.11(f), agencies that operate passenger ferries regulated by the United States Coast Guard (USCG) are not required to develop agency safety plans for those modes of service. In consultation with the Marine Department and Chief Transit Officer (CTO), the Chief Safety, Security, and Emergency Management Officer

[2] La. Admin. Code tit. 70 § IX

[3] Including Risk Reduction Program Targets that are required under 49 U.S.C. § 5329(d) and codified in the NSP (version 2, April 2024). Also see https://www.transit.dot.gov/regulations-and-programs/safety/national-public-transportation-safety-plan.

(CSSEM) or designated staff will oversee contractual safety responsibility by the operator(s) of those services, including safety management program(s) developed and maintained by the operator(s), in accordance with any service agreements in place and with all applicable federal and state requirements. RTA designated staff assigned to safety responsibility may direct operator(s) to non-modal-specific elements of this ASP as necessary to support program development. Application/adoption of any safety requirements, processes, or practices herein will be administered and overseen through separate RTA- and operator-issued policy documents.

All positions described in this plan are directly employed by RTA unless otherwise noted. Staff serving as project or contract managers are responsible for ensuring contractors comply with the ASP and any referenced policies and procedures.

As SMS Executive, the CSSEM is directly responsible for updating the ASP to reflect the current operation in accordance with state and federal requirements.

RTA's SMS is organized into four components and includes 11 subcomponents aligned with FTA's SMS Framework and related federal requirements. Each subcomponent is addressed in this ASP.

Safety Management System Components

Safety Management Policy 1. Safety Management Policy Statement 2. Safety Accountabilities and Responsibilities 3. Integration with Public Safety and Emergency Management 4. SMS Documentation and Records	**Safety Assurance** 7. Safety Performance Monitoring and Measurement 8. Management of Change 9. Continuous Improvement
Safety Risk Management 5. Hazard Identification and Analysis 6. Safety Risk Evaluation	**Safety Promotion** 10. Safety Communication 11. Competencies and Training

This ASP outlines RTA's mature SMS pursuant to federal and state safety plan requirements. It is important to note that there are several companion documents to this Plan that describe the specific tasks, activities, milestones, and steps that RTA continuously undertakes to achieve and maintain a compliant SMS and enhance safety. Where feasible, these documents are incorporated into one or both of the following: 1) RTA's SMS Implementation Plan (SIP; see APPENDIX E: SMS IMPLEMENTATION PLAN), and 2) individual Corrective Action Plans (CAPs) that each describe steps that will be taken to align with this ASP. Agency progress relative to the SIP and CAPs is provided regularly to the SSO. For specific implementation status inquiries, contact the Safety Department.

Section I: Safety Management Policy

1.1 RTA's Safety Management Policy Statement

The RTA Safety Management Policy (SAF3) contains the agency's formal Safety Management Policy Statement and may be accessed on the RTA SharePoint intranet site and via ADP (for employees). It is reviewed and updated annually to ensure it aligns with the ASP and vice versa. As SMS Executive, the CSSEM is responsible for maintaining and updating the Safety Management Policy in accordance with FTA requirements under 49 CFR Part 673.23. All updates to SAF3 must first be reviewed and approved by the Executive Leadership Team (ELT), the Accountable Executive, and finally by the RTA Board of Commissioners under current RTA policy.

1.2 Safety Performance Measures and Targets

Under the requirements of 49 CFR Parts 670 and 673, the ASP must incorporate specific Safety Performance Measures (SPMs), as well as corresponding Safety Performance Targets (SPTs) and Risk Reduction Program Targets (RRPTs) for those measures.[4] While SAF3 refers to these targets, the SPTs and RRPTs themselves are incorporated into this Plan as follows—

- **SPTs** – see APPENDIX A: 2025 SAFETY PERFORMANCE AND SAFETY RISK REDUCTION PROGRAM TARGETS, #S1-S14. Established by RTA in this ASP.
- **RRPTs** – formally established by the Labor-Management Safety Committee (LMSC) as required in 49 CFR Part 673.19(d)(2), and to the extent practicable, incorporated in APPENDIX A (as reference only). See #R1-R8. Note: The official RRPTs are required to be set by the LMSC and as such are found in meeting minutes and other materials maintained exclusively by the LMSC. These materials are available on the RTA SharePoint, Safety Committees site.

Note: the RRPTs, Assaults on Transit Workers (#R7) and Rate of Assaults on Transit Workers (#R8) are not possible to set because the National Transit Database (NTD) has not yet collected three (3) years of data on "assaults" as defined by FTA. RTA is anticipating this data will be made available by FTA some time in 2026; therefore the related RRPTs will be deferred until "2027 targets" are ready for review by the LMSC.

NOTE: Where any SPT is a duplicate of any RRPT, the RRPT takes precedence to avoid any conflict and ensure compliance with FTA regulations.[5] These targets are denoted with an asterisk (*). Currently, there are seven (7) overlapping targets.

[4] RTA is required to establish RRPTs and a "risk reduction program" under 49 U.S.C. 5329(d)(4) as amended by the Bipartisan Infrastructure Law, because it is a Section 5307 recipient that serves an urbanized area with a population of 200,000 or more.

[5] See page 14 of the NSP. "Recipients… may choose to use the target set by the Safety Committee for the safety risk reduction program for both measures, provided the target for the safety risk reduction program is set using a 3-year rolling average of NTD data.

The two different sets of corresponding targets, SPTs and RRPTs, are summarized in the table and subsections, below.

Refer to page 12 of the NSP for descriptions of each SPM.[6] Generally, measures are based on National Transit Database (NTD) thresholds and definitions.

SPTs ***Established in ASP, See Appendix A*** **** overlapping target, RRPT takes precedence***		
#	**Appendix A #**	**SPT**
1	**S1**	**Major Events* (Refer to #R1)**
2	**S2**	**Major Event Rate* (Refer to #R2)**
3	**S3**	**Collision Rate* (Refer to #R4)**
4	**S4**	**Pedestrian Collision Rate**
5	**S5**	**Vehicular Collision Rate**
6	**S6**	**Fatalities**
7	**S7**	**Fatality Rate**
8	**S8**	**Transit Worker Fatality Rate**
9	**S9**	**Injuries* (Refer to #R5)**
10	**S10**	**Injury Rate* (Refer to #R6)**
11	**S11**	**Transit Worker Injury Rate**
12	**S12**	**Assaults on Transit Workers* (Refer to #R7)**
13	**S13**	**Rate of Assaults on Transit Workers* (Refer to #R8)**
14	**S14**	**System Reliability**
RRPTs ***Established by LMSC, Refer to Appendix A as reference only*** **** overlapping target, RRPT takes precedence***		
#	**Appendix A #**	**RRPT**
1	**R1**	**Major Events***
2	**R2**	**Major Event Rate***
3	**R3**	**Collisions**
4	**R4**	**Collision Rate***
5	**R5**	**Injuries***
6	**R6**	**Injury Rate***
7	**R7**	**Assaults on Transit Workers***
8	**R8**	**Rate of Assaults on Transit Workers***

1.2.1 Safety Performance Targets (SPTs) Under the National Public Transportation Safety Plan

[6] https://www.transit.dot.gov/regulations-and-programs/safety/national-public-transportation-safety-plan

FTA's NSP identifies 14 SPMs[7] for which RTA must establish and monitor SPTs in each operating mode subject to the PTASP regulation: streetcar, fixed-route bus, and non-fixed-route bus (paratransit).[8]

For seven (7) of the required SPTs, the overlapping RRPTs take precedence—RTA is electing *not* to establish separate targets that could potentially conflict with the mandated RRPTs. After accounting for these SPTs that have overlapping RRPTs, there are seven (7) remaining SPTs that are established and monitored by RTA (also see APPENDIX A: 2025 SAFETY PERFORMANCE AND SAFETY RISK REDUCTION PROGRAM TARGETS).

SPTs are established annually during the ASP revision cycle in coordination with all pertinent departments, members of the ELT, SMS Steering Committee, and the SSO. FTA data sources are closely reviewed by the Safety Department to establish baseline targets. These include the NSP and the Bus and Rail Safety Data Reports (BSDR and RSDR, respectively) if available. Additional credible sources may be added to the annual review and update process as they are made available to RTA. These targets are established to serve as benchmarks for evaluating the effectiveness of the agency's safety practices and protocols and to drive continuous improvement.

1.2.2 Safety Risk Reduction Program Targets (RRPTs) Under the National Public Transportation Safety Plan

FTA's NSP identifies eight (8) SPMs for which RTA must establish and monitor safety RRPTs as part of its Risk Reduction Program under 49 CFR Part 673.11(a)(7), in consultation with the LMSC, which is designated by RTA as its joint labor-management Safety Committee in accordance with 49 CFR Part 673.19. (Also see 2.6 Risk Reduction Program.) These must be set for each operating mode subject to the PTASP regulation: streetcar, fixed-route bus, and non-fixed-route bus (paratransit). Note: Out of the eight (8) RRPTs, seven (7) overlap with the required SPTs. See related note, above, in 1.2 Safety Performance Measures and Targets in reference to the handling of overlapping targets.

RRPTs are established by the LMSC, annually, for the following calendar year. In turn, the targets are reflected in the ASP revision for the corresponding year.

Note: The current RRPTs are provided in APPENDIX A: 2025 SAFETY PERFORMANCE AND SAFETY RISK REDUCTION PROGRAM TARGETS.

(See SOP #004-011 for additional information. Additionally, see *1.4.2.1 Safety Committee Requirements* Related to the SMS.)

[7] See page 12 -- https://www.transit.dot.gov/regulations-and-programs/safety/national-public-transportation-safety-plan

[8] RTA's ferry service is excluded from this ASP, and therefore these SPT provisions, because it is exempt from the requirements of 49 CFR Part 673.

1.3 Annual Review and Update of the ASP

RTA shall review, update, and submit the ASP to the SSO annually in compliance with the requirements of the SSOPS, as codified in La. Admin. Code tit. 70 § IX-1509. On or about September 15th, the CSSEM provides a draft to both Safety Committees for review.

On or about November 1st, the CSSEM ensures that the draft ASP is prepared for tentative approval from the SSO. A response from the SSO is typically received within 30 days of submittal.

Upon receipt of tentative approval from the SSO, the CSSEM then sends the ASP to the LMSC followed by the RTA Board of Commissioners for review and approval in accordance with 49 CFR Part 673.11(a)(1). The internal process for review, revision as needed, and approval is found in RTA SOP #004-002.

1.3.1 Maintenance of the ASP

RTA maintains its ASP in compliance with 49 CFR Part 673.11(c), Subpart D and the SSOPS. The CSSEM ensures that the current ASP version is promptly disseminated and made available to all employees.

1.4 Safety Management Accountabilities and Responsibilities

In compliance with 49 CFR Part 673.23(d), RTA has established its organizational accountabilities and responsibilities related to its SMS in this section as well as in SAF3 and the Safety Committee Structure Policy (SAF5).

1.4.1 Key Individual SMS Accountabilities and Responsibilities

Chief Executive Officer

RTA's CEO, as the agency's Accountable Executive, meets the FTA criteria for the designation, per 49 CFR Part 673.23(d)(1). The CEO is ultimately accountable for ensuring action is taken, as necessary, to address substandard performance in the agency's SMS under the requirements of 49 CFR Part 673.23 (d)(1).

As the Accountable Executive, the CEO has the following responsibilities for the SMS:

- Ensuring that the SMS is properly implemented and performed throughout the RTA organization, including employee reporting programs
- Actively and continuously communicating the RTA's Safety Management Policy and related SMS-related policies throughout the agency
- Ensuring that all executive level personnel are held responsible for implementation of SMS in their respective areas; and each actively and

continuously communicates the RTA Safety Management Policy, SMS-related policies, and respective area-specific SMS requirements to all employees in their areas
- Approving this ASP and the Transit Asset Management Plan ("TAM Plan"),
- Ensuring that risk is appropriately addressed system-wide; and directing resource allocation accordingly
- Directing required actions to address non-compliance with the ASP or substandard performance in the agency's SMS
- Managing continuous improvement activities.

Additionally, the following specific requirements apply to how the CEO receives and handles certain safety risk mitigations:

- The Accountable Executive must implement safety risk mitigations for the Safety Risk Reduction Program that are described in 2.6 Risk Reduction Program under 49 CFR Part 673.11(a)(7)(iv).
- The Accountable Executive must consider all other safety risk mitigations recommended by the LMSC, consistent with requirements in 49 CFR Parts 673.19(d) and 673.25(d)(6).
    - Additionally, if the Accountable Executive decides not to implement the safety risk mitigation unrelated to the Risk Reduction Program, there are additional actions required by FTA—they must prepare a written statement explaining their decision, and also submit and present it to the Board of Commissioners.

Chief Safety, Security, and Emergency Management Officer

The CEO has delegated the authority and responsibility for day-to-day implementation and operation of the SMS to the CSSEM. The CSSEM serves as the RTA's SMS Executive and as such, is the agency's Subject Matter Expert (SME) on SMS and related federal and state requirements.

The CSSEM reports directly to the CEO per the requirements of 49 CFR Part 673.23(d)(2). The CSSEM chairs, facilitates, and provides technical assistance to each of the safety committees established by SAF5 (or, alternatively, may delegate to a director for this role). The CSSEM may also invite the SSO or appropriate representative to participate in any safety committee established by SAF5.

As the SMS Executive, the CSSEM is responsible for the day-to-day implementation of SMS. Key safety personnel, technical management, and executive level management operate under the CSSEM's guidance and direction to support SMS data collection, analysis, investigations, hazard identification, risk assessment, corrective action development and implementation, safety committee business, departmental and/or functional area SA and promotion activities, and other safety management undertakings.

The CSSEM is authorized to take the necessary action to ensure agency personnel

have resources, training, and guidance necessary to implement SMS in everyday job performance as required in this ASP.

The CSSEM guides the areas and departments with information about safety risk management to ensure that they understand the level of safety risk and expectations as to assessments, mitigations, and/or corrective actions. Once risk is assessed, each department will provide documented results of the assessment(s) to the CSSEM who will maintain a master hazard log as necessary. Generally, this process is managed “by exception,” meaning areas identified as normal or ongoing hazard mitigation or resolution activities (e.g., pre-trip inspections, preventive maintenance, purchase orders) are not re-entered on the CSSEM’s log every day, but rather exceptional events, such as new and previously unforeseen hazards, instances of practical drift, and deficiencies or concerns identified in safety event investigations, will be entered and promptly managed in close coordination between the department and the CSSEM.

The CSSEM is responsible for the emergency management function, including preparedness and response in close coordination with local, state, and federal agencies. The position also performs oversight and safety management of the RTA’s Memoranda of Understanding (MOUs) and Cooperative Endeavor Agreements (CEAs) in support of RTA’s emergency plans and protocols. Also in this capacity, the CSSEM provides training for the agency in emergency-related areas including emergency exercises and drills. The CSSEM is responsible for developing and implementing an all-hazards approach to emergency planning and response, in close coordination with all other departments.

As RTA’s executive officer overseeing physical security and law enforcement functions, the CSSEM is responsible for SMS compliance in these areas and for developing, maintaining and implementing a range of plans, programs and processes related to public safety. Additionally, the CSSEM conducts regular Threat and Vulnerability Assessments (TVAs) and other audits, examinations, and reviews to assess the agency’s readiness and resiliency.

The CSSEM performs the following safety-critical activities:

- Developing and maintaining the ASP
- Developing and maintaining RTA emergency operations plans including but not limited to all-hazard plans and related annexes
- Overall monitoring of the SMS program and ensuring immediate corrective actions are implemented to address deficiencies of the SMS
- Providing primary consultation and guidance on SMS implementation throughout the agency
- Providing information, recommendations, and status reports to the CEO on resource allocation supporting the SMS
- Conducting independent (but coordinated) SA activities, such as inspections, audits, assessments, and observations in the departments as necessary
- Conducting safety promotion activities, such as surveys, stand-downs, and

training or awareness campaigns in coordination with Operations Training and other departments
- Maintaining and monitoring CAP and Hazard Logs for the agency (which shall serve as the agency's "master" versions of such), and supporting and assisting departments in implementing mitigations and/or corrective actions as appropriate
- Overseeing contractor, RTA employee, and the general public's safety during construction activities in coordination with the Capital Projects Department
- Developing and conducting training as needed with external agencies, i.e., emergency responder training, contractor training, and emergency drills
- Participating in and leading formal meetings with LADOTD, ELT, and other RTA management on safety issues
- Developing and supporting safety, emergency management, and system security policies, procedures, and programs
- Implementing the Internal Safety Management Audit (ISMA) Program in compliance with SSO requirements and this ASP
- Supporting and facilitating the Safety and Security Certification (SSC) Program in compliance with this ASP and the Safety and Security Certification Plan (SSCP)
- Overseeing and supporting departmental assessments, investigations, inspections, and SA activities to ensure compliance
- Identifying safety concerns, analyzing reports and information, supporting the development of programs for improving workplace safety
- Assisting in claim investigations of work-related injuries or disabilities and preparing of files for litigation
- Establishing and implementing effective industrial hygiene and occupational policies and procedures for transportation and maintenance functions
- Establishing criteria for the selection, maintenance, and proper use of personal protective clothing and equipment
- Leading and overseeing all physical security and day-to-day Transit Police functions, including in-house and contracted elements, for the agency
- Serves as RTA's designated point of contact (POC) for communication with FTA regarding Public Transportation Safety Certification Training Program (PTSCTP) matters as required in 49 CFR Part 672.21(3)(b) including semiannual reporting.

1.4.2 Organizational SMS Accountabilities and Responsibilities

Beyond the accountabilities and responsibilities of the CEO and CSSEM, the subsections describe in greater detail those that are owned by: RTA safety committees; leadership/executive management; and all staff.

The current organizational chart is found as APPENDIX B: ORGANIZATIONAL CHART for reference. The chart will be updated with each update of this ASP.

1.4.2.1 Safety Committee Requirements Related to the SMS

The Safety Management System (SMS) Steering Committee (SMSSC) and the LMSC

both play pivotal roles in enhancing safety and compliance within the organization in accordance with the RTA Safety Committee Structure Policy (SAF5), this Plan, and the related provisions of 49 CFR Part 673.

The SMSSC, composed of members of the ELT, provides strategic direction for implementing the SMS across all departments. Its responsibilities include overseeing safety goals and objectives, coordinating and monitoring Corrective Action Plans (CAPs), and reviewing/advising on revisions to safety policies. The committee ensures interdepartmental collaboration on safety initiatives, in line with the ASP and SSO requirements. It also monitors safety performance, develops and implements mitigations to reduce safety risk associated with the consequences of hazards, and fosters continuous leadership engagement in the SMS process.

The LMSC, on the other hand, is a collaborative platform where front-line employees and management come together to address safety concerns and workplace conditions. This committee ensures a balanced approach to safety by incorporating input from both represented and non-represented staff, while also ensuring compliance with labor and safety regulations.

Relative to RRPTs and, more broadly, the Risk Reduction Program, the LMSC has specific roles and responsibilities in accordance with 49 CFR Part 673.19, also discussed in 2.6 Risk Reduction Program. These include:

- **Monitoring and Review:** The LMSC monitors the agency's performance against all RRPTs throughout the year. The committee reviews safety data, identifies trends, and recommends corrective actions as necessary to ensure that the agency meets or exceeds the targets for which it has primary responsibility per 49 CFR Part 673.19.
- **Reporting:** The LMSC shall report on the agency's performance against RRPTs at regular intervals to the SMSSC. This report will include an analysis of the data, any identified challenges, and proposed strategies for improvement.
- **Accountability:** The Safety Committee will be accountable for ensuring that the RRPTs are realistic, achievable, and reflective of the agency's commitment to safety.

All LMSC members must enroll in and complete the Transportation Safety Institute (TSI) course entitled "SMS Awareness" which is available online via TSI's e-learning portal[9]. This must be completed within one year of being appointed to serve as an LMSC member. The certificate must be provided to the Human Resources (HR) Department for recordkeeping in the Learning Management System (LMS).

Together, these committees work to ensure a comprehensive and collaborative approach to organizational safety.

Additional information can be found in the RTA Safety Committee Structure Policy

[9] https://tsi-dot.csod.com/client/tsi-dot/default.aspx

(SAF5) and SOP #004-011.

1.4.2.2 SMS Responsibilities for All Management and Staff

All RTA leadership, executive management, and staff in all functional areas are responsible for the common requirements of SMS listed in this section, as required by 49 CFR Part 673.23(d):

1. Safety Goals and Objectives: In consultation with the CSSEM, each area monitors progress to ensure all safety goals, objectives, and targets (as applicable) are being met. This is primarily monitored and reviewed in ELT and SMSSC meetings. Adherence to or support of established safety goals and objectives may also be incorporated into the annual agency and departmental work plans and/or performance evaluation processes for certain staff.
2. SMS Training:
    - Rail – Key SMS Personnel identified by the CSSEM in this ASP as having direct responsibility for safety oversight of the rail fixed guideway system must meet the requirements of 49 CFR Part 672, including refresher training at two-year intervals. The regulation requires that personnel to whom this applies must meet the requirements within three years of being hired or promoted into the "key" position. The CSSEM is responsible for ensuring the agency's compliance with this regulation. (See 1.4.3 Key SMS Personnel with Direct Responsibility for Rail Fixed Guideway Safety Oversight for more information.)
    - Director-level – As required by the CEO, all directors and above must self-enroll in and complete the TSI course, "SMS Awareness" which is available online via TSI's e-learning portal[10]. This must be completed within one year of being hired or promoted into the position. The certificate must be provided to the HR Department for recordkeeping in the LMS. Corresponding policy and position description revisions are currently in development.
    - All Other Personnel – Personnel not identified as Key SMS Personnel should be proficient in SMS methodologies and practices, and knowledgeable about all safety program requirements. All are required to take the "SMS 101" training delivered in new-hire orientation.
3. Employee Safety Reporting Program: all employees share the responsibility to report hazards and safety concerns via approved means. Presently, hazards may be reported via the Safety Hotline, through the Hazard Report Form, to the Operations Control Center (OCC), via the online "Help Desk" ticket system, directly to Safety Department personnel, to a department manager, or through a safety committee. The process includes reporting assaults on transit workers, near-misses, and unsafe acts and conditions.
4. Hazard Identification, Analysis, and Mitigation: each area is responsible to identify hazards in its daily activities and responsibilities; and to fully document all of these activities, following the direction of the Safety Department. FTA guidance directs the CSSEM, as SMS Executive, to facilitate or lead

[10] https://tsi-dot.csod.com/client/tsi-dot/default.aspx

department/functional area Safety Risk Management (SRM) and Safety Assurance (SA) activities, as appropriate. Formal corrective actions may be required to address any unacceptable or undesirable safety risk identified through hazard identification and risk analysis. SAF3 describes SRM and SA roles and responsibilities that all staff share. All employees in all areas must comply with this policy.

5. SMS Implementation: all functional areas must assess their own compliance with the RTA ASP and SMS implementation objectives and action items, and regularly brief the CSSEM on SMS implementation progress. The SMSSC reserves time during its standing meeting for receiving and reviewing implementation status. The Safety Department compiles status notes from all other departments into an SMS Implementation Plan (SIP) Update which it updates on a quarterly basis, makes available via the Safety Committees SharePoint site, and provides to the SSO as required.
6. Participation in ISMAs: Progress relative to SMS implementation objectives and compliance with the ASP and referenced policies and procedures are reviewed during recurring ISMAs, led by the Safety Department. Before, during, and immediately following each audit, each functional area must be responsive to the requests of the audit team and participate fully. Audits are convened by the CSSEM in accordance with SOP 004-100: Procedure for Performing Internal Safety Management Audits (ISMAs). (Also see 3.3 Internal Safety Reviews.)
7. SMS Documentation: requirements of both 49 CFR Parts 673 and 674 indicate that all areas must have formal documentation of all safety management activities. For record-keeping purposes safety management activities are defined as any activity pertaining to one or more of the 11 subcomponents of SMS as directed in this ASP. All SMS documentation must be reviewed as part of the annual ASP review and update process to ensure that any changes to the ASP do not create conflict. The department should consult with the Safety Department for technical assistance.
8. Contractor Oversight: Functional areas are responsible for safety management oversight of all contractor activities (for contracts which they directly manage or oversee), documentation and safety management processes, and documentation of those oversight activities. If specific safety requirements are formally directed by the CSSEM or attached to either associated procurement documents or the final contract, the staff designated as “project manager” is responsible for complying. The department should consult with the Safety Department for technical assistance.

1.4.2.3 Additional SMS Responsibilities by Level

In addition to what is outlined above, there are three levels of the organization that each warrant a closer look at roles and responsibilities relative to implementing and advancing the SMS:

1. Executive Level Management
2. Technical Management and Supervision

3. Front-Line Employees

Each functional area is responsible for establishing and reviewing department-specific SMS responsibilities for each of these three levels consistent with the general responsibilities described in this section. The executives for each area will ensure that each employee is annually evaluated on safety performance related to those SMS responsibilities. It is highly recommended that this evaluation be incorporated into the employee's formal performance review or appraisal.

In addition to the shared responsibilities described above, the additional SMS responsibilities for each level are as follows:

Executive level:

All members of the ELT share key SMS responsibilities.

Each ELT member is responsible for ensuring adherence to these responsibilities and accountabilities in their respective area(s) and/or department(s).

As of the adoption of this ASP, the following positions comprise the ELT and share the responsibility to ensure both that the ASP is followed consistently and that the SMS is functioning as intended:

- Chief Executive Officer (CEO)
- Chief Safety, Security, and Emergency Management Officer (CSSEM)
- Chief Transit Officer (CTO)
- Chief Asset Management Officer (CAMO)
- Chief of Planning and Capital Projects (CPCP)
- Chief of Staff
- Chief External Affairs Officer
- Chief Human Resources Officer (CHRO)
- Chief Strategic and Financial Officer (CSFO)
- Chief Legal Officer (CLO)

Each member of the ELT is also a designated member of the SMS Steering Committee (SMSSC) in accordance with SAF5.

ELT members are charged with effectively leading safety management processes and activities in their respective area(s), and actively demonstrating their commitment to safety. They accept their respective responsibilities for implementing both this ASP and the Safety Management Policy, as well as all other referenced policies and procedures. Specifically, they must ensure and be accountable that:

1. Adequate resources are available to appropriately manage safety risk in their areas.
2. Effective mitigation and corrective actions are developed, implemented in a timely fashion, and monitored appropriately to assure safety is maintained, as

appropriate.

3. There are no barriers to employee reporting of safety hazards and issues, and that reports are promptly addressed through the safety risk management process.
4. Safety management activities such as audits or reviews are fully documented and follow a standard process.
5. Safety performance goals and objectives, both in their areas of control and agency-wide, are being met, and safety performance measures, including SPTs and RRPTs, monitored for verification or needed corrective action.
6. They participate fully in the SMSSC and other safety committee processes.
7. Safety is a core business function in their areas and departments.
8. Safety information is shared openly with the Safety Department and all other departments in support of the SMS.
9. All significant changes are properly managed in accordance with the Management of Change section of this ASP and related policies and procedures.
10. Safety investigations, audits, inspections, and corrective actions are managed using the organizational approach; that is, focusing on organizational deficiencies and systemic issues instead of individual actions taken or errors committed by employees, where appropriate.
11. Adequate safety training, awareness and oversight is provided to employees in their area(s) of control.
12. A positive safety culture is actively fostered in their area and agency-wide.
13. Full and open cooperation is affected with State Safety Oversight activities, federal authorities and other external safety agencies as required.

Technical management and supervision level:

Technical managers (typically, senior directors, directors, and managers) and supervisors (depending on departmental structures and position duties) are charged with the following:

- ensuring directives from the executive level are implemented,
- promptly informing executives of safety lapses, failures, hazards, and resource shortages,
- visibly demonstrating commitment to safety,
- providing tools and resources needed to safely perform job tasks, and reporting to leadership when there is difficulty obtaining them,
- providing information pertinent to the management of safety to employees,
- encouraging the timely reporting of hazards, and
- assuring safety is incorporated in all daily tasks and activities.

Technical managers and supervisors must personally ensure and be accountable to:

1. Take strategic direction from the executive level in all aspects of safety management, including daily activities, hazard and safety risk management, safety data, investigations, employee reporting, and safety promotion within their areas of control.

2. Ensure employees receive proper training to perform job functions safely.
3. Ensure employees are properly supervised to ensure tasks and activities are occurring in a safe manner.
4. Ensure that employee reports of hazards are properly investigated, mitigated as appropriate and reported to executive management and/or the Safety Department as appropriate; and employees are kept apprised of activities concerning their reports.
5. Ensure that contractors and vendors are educated on RTA safety practices and are held to the same requirements.
6. Coordinate implementation of safety mitigations and SA activities with the Safety Department as appropriate.
7. Monitor and endorse proper safety promotion and awareness activities.
8. Implement management of change activities in coordination with the Safety Department.
9. Identify substandard safety performance and cooperatively work to implement mitigations and/or corrective actions to address deficiencies.
10. Participate actively in the safety committee process as directed and assigned, including preparing, reviewing, and sharing safety information.
11. Foster a positive safety culture system wide.
12. Cooperate fully and openly with State Safety Oversight activities, federal authorities and other external safety agencies as required.

Front-Line employees:

Front-line employees are expected to:

1. Promptly recognize and report all hazards and/or potential consequences of hazards that, without mitigation, would result in an unacceptable level of safety risk, coordinating with the Safety Department as necessary.
2. Attend training that will support safe job performance.
3. Safely carry out assigned tasks in accordance with training and procedures.
4. Communicate effectively with other employees, supervision, and management.
5. Foster a positive safety culture system wide.

1.4.2.4 Additional SMS Responsibilities by Function

Additional SMS responsibilities are assigned to key functional areas/departments as described in this sub-section. All functional areas identified in this ASP are deemed “safety critical” to the extent that they support safety objectives in the Safety Management Policy and/or the activities under one or more SMS components described in this Plan.

Each of the safety-critical areas below is fully documented through area/departmental programs, policies, plans, procedures, and protocols developed under the authority and responsibility of the managers and executive leadership of each area.

The areas are organized by ELT member, current as of the issue date of this ASP.

Chief Transit Officer

Bus, Rail, and Paratransit Service Delivery ("Operations")

Note: The Chief Transit Officer (CTO) also has responsibility for Marine Operations, however, the ferry mode is exempt from the requirements of 49 CFR Part 673. Therefore, for the purposes of this ASP, safety responsibilities related to marine operations are similar in scope and complexity to that described for other modes. For more information, contact the CTO or the Director of Marine Operations.

RTA's CTO, Directors of Bus and Rail, Director of Mobility Services and Alternative Modes, and respective Managers are responsible for:

- Managing safety in all departmental functions, including appropriate hazard identification, analysis and mitigation, and safety assurance on those mitigations
- Supporting SMS system-wide, including investigations, audits, and assessments
- Training, assigning, and monitoring bus and rail operators, senior supervisors, and supervisors
- Ensuring attendance in all mandatory trainings and meetings
- Maintaining, reviewing, and revising any operational Rulebook in coordination with the CSSEM
- Implementing rules compliance programs for operators, dispatchers, training instructors, and supervisors, and ensuring service quality assurance and quality control
- Reporting key performance indicators, operational data and other performance measures associated with daily tasks and activities to appropriate parties
- Investigating and managing customer complaints and taking corrective action as necessary
- Investigating employee reports of hazards and taking corrective actions as necessary
- Equipment inventory and tracking
- Managing employee discipline
- Safety messaging
- Ensuring representation on appropriate safety committees.

In addition to the above responsibilities, the Director of Mobility Services and Alternative Modes and team of Managers are responsible for:

- Training, assigning, and monitoring paratransit operators, reservationists, supervisors, dispatchers, and support staff in support of safe delivery of paratransit services
- Investigating and managing customer complaints and taking corrective action as necessary
- Investigating employee reports of hazards and taking corrective actions as necessary
- Ensuring compliance of all aspects of the paratransit operations with the Americans with Disabilities Act (ADA) and related federal requirements

- Safety messaging.

Bus, Rail, and Paratransit Communications

Safety-critical activities are described below:

- Control of employee sign-in, attendance procedures, run assignments, yard supervision, and discipline in accordance with agency rules and procedures and collective bargaining agreements
- Conduct of visual fitness-for-duty checks upon operator sign-in for duty
- Dissemination of safety-critical drivers' alerts and other notices
- Managing and directing control center operations and safety
- Responding to and managing of operational emergencies and incidents in coordination with the Safety Department, other RTA departments, the New Orleans Police Department (NOPD) Transit Police Unit, and other stakeholders
- Development, review, and implementation of day-to-day SOPs for the safe operation of all modes of transit service, in coordination with (respective) directors, the Safety Department, and other departments
- Dispatching (respective) operations supervisors and other staff to incidents and accidents as necessary, and closely coordinating with Safety Department in connection with events
- Internal safety messaging.

Operations Training

The (Senior) Manager is fully responsible for SMS compliance in the development and delivery of training—including new-hire, mandatory (annual) refresher, and post-accident training—for transit operations personnel. The training department's direct involvement in new-hire training for maintenance employees is typically limited to vehicle operation and defensive driving per company standards, while additional hands-on training is carried out within the corresponding maintenance division.

The (Senior) Manager of Operations Training performs the following safety-critical activities:

- Development, delivery, and review of all official training curricula materials, including for safety-critical positions, tasks, activities, processes, methods, and programs
- Safety training program development and quality assurance
- Monitoring of training records and oversight of final training evaluations
- Training needs assessments in consultation with other Operations departments and in alignment with agency procedures
- Post-accident re-training based on deficiencies or non-compliances found during accident/incident investigations by Operations and/or Safety
- Simulator training
- Quality assurance evaluations ("ride evaluations" or "ride checks") and follow-up coaching with operators as necessary

- Operator re-certification/re-qualification (or similar; currently in development)
- New-hire training for Operations employees on SMS principles, including hazard identification and reporting
- Refresher or re-certification training campaigns on an as-needed basis, such as in support of the reopening or recommissioning of lines, routes, services, or facilities.

Chief Asset Management Officer

Maintenance (All Modes)

Under the direction of the CAMO, Maintenance Divisions for all assets (vehicles, infrastructure, facilities, and equipment) are responsible for the following safety-critical functions:

1. Transit Asset Management
2. Maintenance Training (excludes CDL training and training on the operation of RTA revenue service vehicles)
3. Warranty Programs
4. Preventative and Corrective Maintenance
5. Work Orders and Documentation
6. Materials Management
7. Maintenance Quality Assurance
8. Specialized Maintenance Training

Safety-critical activities for these areas are described below.

- Ensuring proper training of all new mechanics and technicians to safely and effectively inspect, maintain, and repair the agency's assets
- Training all maintenance staff in emergency/safety procedures and injury and illness prevention as appropriate, in coordination with the Safety and Emergency Management Departments
- Administering warranty programs for rolling stock and equipment
- Providing necessary mechanisms for reporting defects and hazardous conditions
- Administering and monitoring standardized programs, policies, and procedures, and respective Maintenance Plans
- Supporting investigations of safety incidents and accidents as requested by the Safety Department
- Coordinating with the Safety Department and other stakeholders in the development of design specifications for, and formal acceptance of, new (revenue and non-revenue) vehicles and vehicle-borne, safety-critical systems
- Assuring that materials, supplies, equipment and parts under the care and custody of the area are stored, accessed and distributed safely and appropriately according to RTA procedures
- Coordinating with the CSSEM on safety requirements of materials
- Monitoring safe handling of and minimizing employee and environmental

exposure to potentially hazardous products and materials.
- Approving (jointly with the CSSEM) and implementing the RTA Safety and Health Handbook which establishes OSHA-compliant policies, procedures, and rules for workplace safety.

Specifically, for Rail Infrastructure Maintenance (Including Maintenance-of-Way, or MOW, and Traction Power)--

- Assuring that rail infrastructure is properly maintained and available in safe operating condition according to RTA's procedures
- Providing necessary mechanisms for reporting defects and hazardous conditions
- Implementing the agency's Roadway Worker Protection program to ensure employee and contractor safety along the entire streetcar trackway
- Administering and monitoring standardized programs, policies, and procedures, and the Rail Maintenance Plan
- Supporting Safety Department-led accident/incident investigations
- Monitoring safe handling of and minimizing employee and environmental exposure to potentially hazardous products and materials.
- Ensuring appropriate action to resolve reported or otherwise identified hazards in a timely manner
- As appropriate, coordinating the development and testing of engineering solutions as a means of addressing infrastructure-related hazards
- Serving as liaison with various municipalities and other external agencies for hazard resolutions involving infrastructure.

Specifically, for Maintenance Quality Assurance--

- Ensuring all documentation requirements of maintenance activities are fully implemented in conformance with regulations and the requirements of the SMS
- Where applicable, participating in the development of technical equipment specifications and procedures that address the safety requirements of regulatory agencies and RTA
- Ensuring that replacement equipment and modifications meet safety requirements prior to acceptance, installation or implementation
- Examining equipment and systems to explore the potential for increased efficiencies and improvements in safety as well as in performance
- Coordinating major equipment rebuild, repair, and retrofits
- Monitoring the performance of preventive maintenance efforts
- Ensuring there are no unauthorized modifications to vehicles and equipment

The Maintenance Department is responsible for developing and delivering certain training, directly, for its personnel. The specific training that an employee receives is based on their position description. Maintenance performs the following activities in this regard:

- Development and delivery of official agency training curricula materials, including for safety-critical positions, tasks, activities, processes, methods, and programs that are specific to Bus, Rail, and Paratransit Maintenance areas.

- Safety maintenance training program and development and quality assurance
- Develop, review, update, and implement Standardized Maintenance Procedures (SMPs)
- Monitoring and oversight of maintenance training records including evaluation of the effectiveness of the overall training program
- Quality assurance evaluations (standardized maintenance procedures, etc.) and follow-up coaching with technicians, as necessary.

Facilities Maintenance

Facilities Maintenance Safety-critical Activities:

- Assuring that facilities are properly maintained and accessible in safe operating condition according to RTA's procedures
- Providing necessary mechanisms for reporting defects and hazardous conditions
- Administering and monitoring standardized programs, policies, and procedures, and the Facilities Maintenance Plan
- Ensuring appropriate action to resolve reported or otherwise identified hazards in a timely manner
- Assuring compliance with local fire and life safety codes and requirements including alarm systems, fire hoses, and protective equipment in coordination with the Safety Department
- Assuring compliance with local, state, and federal environmental protection and hazardous waste requirements.

Fleet Advancement

The Director of Fleet Advancement and their team are responsible for:

- Assuring that all vehicle fleet technology hardware is properly maintained and available in safe operating condition according to RTA's procedures
- Providing necessary mechanisms for reporting defects and hazardous conditions
- Administering and monitoring standardized programs, policies, and procedures, and the Vehicle Maintenance Plan
- Ensuring appropriate action to resolve reported or otherwise identified hazards in a timely manner. As appropriate, coordinating the development and testing of engineering solutions as a means of addressing vehicle-related hazards

Specific to fleet technology—
The team is responsible for maintaining in-vehicle technologies including fare collection equipment, audio/video surveillance equipment, CAD mobile units, Public Address (PA) systems, and two-way radios.

Transit Stop Maintenance

The Transit Stop Manager develops, manages, and administers all aspects related to streetcar and bus stop maintenance, temporary relocations or closures, improvement projects related to asset management, and ADA compliance. The Transit Stops

Manager also helps manage contracts for stop maintenance including shelter maintenance, cleaning, repair, and security. The position performs the following safety-related tasks:

- Manages all property landscaping, trash removal, amenity state of good repair, and facility repairs
- Manages the installations, removals and operational maintenance of all RTA shelters and associated amenities
- Manages all vendors involved with the maintenance of RTA assets including but not limited to shelters, benches, and trash pickup
- Coordinates with City of New Orleans on trash collection at bus and streetcar stops and provides recommendations to improve and streamline services
- Proposes shelter placements and types in accordance with RTA guidelines
- Assists in the development of specifications and guidelines related to stops and shelters
- Manages customer complaint resolution and questions. Develops and manages bus and streetcar operator feedback.
- Creates and maintains a master transit stop inventory for RTA Operations and Capital Projects departments for use by the staff using data from automatic passenger counters and scheduling software. (Planning and Scheduling determines locations and requirements and secures permitting for signs and shelters.)

Chief of Planning and Capital Projects

The CPCP has the responsibility for and oversight of the following areas:

1. RTA's Capital Plan
2. Project Delivery and Oversight
3. Safety and Security Certification (SSC)/Acceptance and the Safety and Security Certification Plan (SSCP)
4. Service Planning and Scheduling
5. Information Technology (IT)

Capital Project Delivery and Oversight

As required, the Capital Projects team may be assisted by a Program Management Consultant, Construction Management Consultant, General Architectural and Engineering Consultant, and/or other contractors.

The Director of Capital Projects will ensure that all contractors and consultants comply with the provisions of this ASP.

The SSC/Acceptance process is an important SA activity that is carried out jointly by the Safety and Capital Projects teams and is governed separately by the SSCP. The SSCP is developed, maintained, and implemented jointly by the CPCP and CSSEM.

Depending on the scope, complexity, and initial risk assessment associated with each project, the Project Manager (as tasked by the Director of Capital Projects) and Safety Department staff follow the guidelines contained in the SSCP to determine whether a capital project or system modification requires SSC or Acceptance, and to what degree. Projects and system modifications are also jointly reviewed through a Management of Change SOP. (Also see 3.6.1 Safety and Security Certification.)

Service Planning and Scheduling

The Service Planning and Scheduling team performs the following safety-critical activities:

- System route analysis
- Scheduling and run-cutting for all fixed routes in coordination with the Operations departments and consistent with provisions of the collective bargaining agreement
- Station and stop locations and amenities
- Accessibility issues regarding RTA facilities and stops
- Community outreach

A responsibility of the Service Planning and Scheduling team that supports RTA's Management of Change processes is to incorporate a safety risk management review into the service adjustment ("pick") process, to ensure that hazards and accident/incident trends are taken into consideration when modifying, adding, or removing service. This review process is iterative throughout the year but at a minimum consists of a coordination meeting with the Safety Department at a point during each service pick that allows for minor adjustments to be made, as necessary, prior to commencement of service. Other, long-range mitigations recommended by the Safety Department during this coordination may be addressed through other steps pursuant to its Service Standards SOP. If necessary (based on the associated level of safety risk), the CSSEM formally tracks long-range mitigations to completion, through either Mitigation Monitoring Plans, CAPs, or other means.

Additionally, for phased implementation of large transit network redesign projects, the Service Planning and Scheduling Department engages Operations supervisors and training instructors, as well as Safety Department representatives, to conduct joint assessments of bus and streetcar routes. The topics reviewed during these assessments may include any combination of: schedule (times of day), service frequency (headways), route alignment, vehicle dynamics, interface with signals or other components of the street network, and placement of transfer points or hubs.

Information Technology

Information Technology (IT) activities and systems require continuous management of risk and are safety-critical. IT is responsible for installing, maintaining and replacing hardware, firmware and software; investigating new technologies, and supporting agency-wide information management and protection.

IT provides and supports the following safety-critical areas and activities:

- Development and promulgation of IT policies, procedures and standards
- Desktop computer access
- Network access
- Telephone systems
- Applications
- Notification of system outages for internal and external customers
- Data warehousing
- Computer-Aided Dispatch (CAD) and Clever Devices tools for OCC
- Maintenance Management Information Systems
- Risk and vulnerability assessments of IT systems agency-wide
- Security badging hardware, software, and equipment
- Hardware and software for audio/video equipment
- Instructional services for use and protection of information technology systems and processes

IT also manages several contract employees and vendors. IT is responsible for providing safety management oversight of these contractors and vendors, including compliance with this ASP.

Chief Strategic and Financial Officer

Safety-critical activities for financial operations are related to the provision of accurate and timely financial services to stakeholders while fostering accountability. One of its primary functions is keeping the Accountable Executive informed of resource allocation and availability in the service of safety management.

A function reporting to the CSFO, the Office of Internal Audit and Compliance, is responsible for conducting any Internal Safety Management Audits (ISMAs) of the Safety Department through a standing, mutual agreement.

The CSFO has the responsibility for the following areas:

1. Strategic and Partnership Development
2. Budget Development and Administration
3. Grants Administration
4. Continuous Improvement
5. Procurement
6. Third Party and Internal Audits
7. DBE Compliance
8. Revenue Collection
9. Accounting

Procurement

RTA's Procurement Director reports to the CFO and is fully responsible for SMS

compliance in the Procurement area.

The primary safety management activities of procurement are to ensure that safety principles, requirements and representatives are included in the procurement process. In coordination with, or at the direction of, the CSSEM, the Director assesses the level of safety risk associated with procurements and takes appropriate action in accordance with federal and state requirements. Additionally, safety must be managed in storage, warehousing, transportation, accounting, distribution, and disposal of all assets managed jointly by the department and the end-user department. This includes ensuring that information acquired in the procurement process is effectively communicated to the end users.

Office of Internal Audit and Compliance (OIAC)

RTA’s Office of Internal Audit and Compliance (OIAC) functions under the oversight of the CFO and partners with the Safety Department to enhance and ensure the safety, cataloguing, development, and monitoring of internal processes.

The OIAC's principal responsibilities in safety management include ensuring the RTA's compliance with current FTA safety standards, conducting internal safety audits and compliance checks, and devising and executing the RTA Annual Audit Plan, which may incorporate safety-related assessments.

Chief External Affairs Officer

Customer Service

The (Senior) Manager of Customer Service (consisting of “Rideline” and “ADA” or “eligibility” teams at present) has the responsibility for the following safety-critical activities:

- Oversight, monitoring, and supervision of the customer service team
- Monitoring and ensuring proper handling of consumer complaints, suggestions, commendations, miscellaneous calls and correspondence relating to the agency
- Investigating complaints and concerns, employee reports of hazards and other required events, including coordination with other departments and preparing reports as necessary
- Collecting and performing trend analysis on customer and employee reports, concerns, and complaints
- ADA and reduced fare program eligibility and customer relations
- ADA compliance.

Intergovernmental Affairs

The Intergovernmental Affairs team has the responsibility for the following safety-critical activities:

- Community and government relations for RTA issues and operations
- Outreach to community organizations/stakeholders.

Marketing and Communications

Marketing and Communications is responsible for public relations, internal and external communications, marketing and retail sales, streetcar charters, advertising, film production and creative services.

The team also designates individuals to serve as RTA's Public Information Officer (PIO) under RTA's All Hazards Plan and related annexes.

The Marketing and Communications team coordinates closely with the Safety and Emergency Management departments to create and launch a variety of safety and emergency preparedness campaigns for RTA customers and the general public throughout the year.

Chief Human Resources Officer

RTA's Chief Human Resources Officer (CHRO) Officer reports to the Accountable Executive. The CHRO is fully responsible for SMS compliance in the HR areas.

The CHRO manages hiring, employee information, worker's compensation, administrative organizational development, company-wide training/certification, and employee programs. HR is responsible for ensuring that staff positions are effectively defined and classified and that qualified personnel are identified to meet staffing needs.

This department also manages the contracted employee assistance programs, including the program for substance abuse.

This department also administers and oversees the Workers Compensation Program in accordance with federal and state requirements.

Safety-critical activities include:

1. Talent Acquisition
2. Employee/Labor Relations
3. Talent Management
4. Compensation
5. Benefits
6. Employee Assistance Program (EAP)
7. Equal Employment Opportunity (EEO) Compliance
8. Document Management
9. Worker's Compensation matters

Safety Critical activities in this area include:

- Coordinating of safety-critical pre-employment activities, including investigations, testing, DOT physicals, qualifications review and legal compliance in hiring
- Maintaining job descriptions incorporating SMS responsibilities and

requirements; distribution of the descriptions as needed
- Accurately documenting hiring and other employment processes
- Managing recruitments based on direction from ELT, budget, and approved criteria
- EAP, including wellness services, including nutrition, injury prevention, financial counseling and physical and mental health
- Developing, implementing, and monitoring the Drug & Alcohol program in accordance with US DOT and FTA requirements
- Investigating complaints and incidents related to conduct in the workplace and recommending corrective actions as necessary
- Managing labor relations and all collective bargaining unit matters, inclusive of grievances, arbitration, and negotiation of contracts, currently with respective locals of the Amalgamated Transit Union (ATU), International Brotherhood of Electrical Workers (IBEW), and United Labor Unions (ULU)
- Maintaining centralized training records for the agency, including but not limited to: ethics training, FEMA ICS training, attendance of mandatory safety meetings, and SMS training.

Chief Legal Officer

RTA's Chief Legal Officer (CLO) reports to the Accountable Executive and is responsible for reviewing, advising on, and executing legal agreements and contracts on behalf of the agency, and establishing and reviewing RTA policies from a legal/compliance perspective. The CLO is also responsible for risk management, liability claims (with the assistance of a third-party administrator who manages the day-to-day functions), and insurance policies to which the agency is bound.

Chief of Staff

This position is currently vacant. This section will be updated.

1.4.3 Key SMS Personnel with Direct Responsibility for Rail Fixed Guideway Safety Oversight

Apart from the level- and function- specific SMS responsibilities described above, certain "key SMS personnel" [49 CFR Parts 673.23(d)(5) and 673.29] are considered to have a direct responsibility for safety oversight of the rail fixed guideway, and as such, must comply with FTA's PTSCTP codified at 49 CFR Part 672. As of the adoption of this revision of the ASP, the key SMS personnel are:

- CSSEM
- All Safety Department and Emergency Management Department staff

The CSSEM serves as RTA's designated point of contact (POC) for communication with FTA regarding PTSCTP matters as required in 49 CFR Part 672.21(3)(b) including semiannual reporting.

The Safety Department, under the CSSEM's direction, coordinates a review of the status of required training per the PTSCTP during the annual review and revision of the ASP. The CSSEM maintains a safety training matrix for the key SMS positions and pursues external training opportunities in support of meeting these training needs by the specified compliance dates, to the extent practicable, e.g., FTA, TSI, the National Safety Council.

Key SMS personnel are responsible for complying with PTSCTP and internal SMS training requirements, including refresher training every two years. Per 49 CFR Part 672.13(d) key SMS personnel must now complete two elements as part of their refresher training:

1. Specific recertification training defined by FTA, and
2. Recertification training defined by RTA, which must include, at a minimum, one (1) hour of safety oversight training.

1.5 Integration with Emergency Management

RTA develops, maintains, and implements all emergency management documentation as required by 49 CFR Part 673.11(a)(6)(i), hereby incorporated by reference. Jurisdictional agreements, including Cooperative Endeavor Agreements, are also maintained by RTA.

Emergency Management functions are subject to the requirements of Section II of this ASP, Safety Risk Management. Corrective actions arising out of emergency management functions, including drills, workshops, exercises, and After-Action Reports, are the responsibility of the CSSEM unless otherwise noted in the CAP.

The CSSEM ensures that resources are properly allocated to support emergency management functions in a manner that achieves SMS goals and objectives and addresses any SMS deficiencies to the extent practicable. The CSSEM uses SMSSC and/or ELT meetings and proceedings to ensure a strong level of cross-departmental coordination on emergency management matters. Additionally, the CSSEM participates in and leads coordination meetings with City/regional stakeholders to discuss upcoming activities or initiatives, such as training, joint exercises, and external outreach campaigns.

The documentation listed below specifies primary agency-wide documents to manage emergency management functions, although this list is not exhaustive:

1. RTA All Hazards Plan and annexes
2. Cooperative Endeavor Agreements with law enforcement and emergency management partners
3. Emergency Exercise Plan
4. After Action Reports

Documents are available on the SharePoint intranet site under Emergency Management. They are reviewed annually in conjunction with revisions of this Plan.

1.6 SMS Documentation

Per the requirements of 49 CFR Part 673.31, RTA maintains all documentation incorporated here by reference for at least three years, in all versions, and will make them available as requested or required to the SSO, the FTA or other federal agencies having jurisdiction and authority. Other documents subject to other statutory compliance requirements (industrial safety, environmental, etc.) will be maintained according to law.

The CSSEM coordinates with each ELT member to identify and address process deficiencies or documentation gaps in their respective area(s) through a combination of the following: Safety Department-led Safety Assurance activities, SMSSC meetings, ISMAs, strategic planning coordination, and one-on-one workshops.

Documents that have a direct interface with this ASP are listed in APPENDIX D: LIST OF SAFETY POLICIES AND STANDARD OPERATING PROCEDURES. The list is for reference only and is not exhaustive.

An up-to-date list of controlled, final versions of safety procedures is maintained on the SharePoint intranet site and are also available upon request. Current versions of agency policies are maintained on the intranet site under “RTA Policies,” in accordance with the “Creation of Policy” Policy (HC49).

At present, a formal, agency-wide process for developing, reviewing, updating, and maintaining procedures is under development.

1.7 Roadway Worker Protection (RWP) Program

RTA has revised its RWP program in accordance with 49 CFR Part 671[11] and is currently in the process of implementing new related training and protocols. RTA’s compliance with the RWP program will be discussed in quarterly compliance reports sent to the SSO, and will be audited annually by the SSO. The format of the quarterly compliance report is in development at this time.

RWP training is delivered in-person by qualified Safety Department staff. A computer-based refresher module is currently in development and is anticipated to be completed by the end of 2026. Training consists of two levels:

- Basic Training (Level 1):

(Operators, supervisors, other transit workers) – 2 Hours (estimated)

[11] https://www.federalregister.gov/documents/2024/10/31/2024-25042/rail-transit-roadway-worker-protection

- Certification/Recertification (Valid for 2 years):
  - Written Exam (Passing Score ≥80%)
  - Field Exercise Proficiency Assessment (Documented participation in field exercise)

**This training will serve as refresher training for all levels of certification.*

- Advanced Training (Level 2):

(Roadway Workers In Charge --RWICs, Flag/Watch Person, Lone Worker, All Rail Maintenance) - 4 Hours (estimated)

- Certification (Valid for 2 years):
  - Written Exam (Passing Score ≥80%)
  - Field Exercise Proficiency Assessment (Documented participation in field exercise)

Also see RTA's Roadway Worker Protection Manual, developed and maintained in accordance with 49 CFR § 671.13.

Section II: Safety Risk Management

Under the requirements of 49 CFR Part 673.25(a), transit agencies must develop and implement a Safety Risk Management (SRM) process for all elements of the system.

RTA's formal SRM process incorporates all FTA requirements to: identify existing and foreseeable hazards, identify reasonable consequence(s) of those hazards that may result in adverse events, analyze those consequences to evaluate the level of safety risk, and establish and prioritize mitigations to reduce the level of safety risk to the lowest practicable level.

SRM encompasses the use of safety analysis tools by adequately staffed and trained personnel and departments, groups and committees at RTA, as well as the use of SMEs wherever appropriate, at the discretion of the CSSEM.

In addition, the SRM process at RTA is integrated with its SA program to ensure that safety risk mitigations are evaluated for effectiveness over time. SA processes are described in Section III.

2.1 Infectious Disease Hazards

The SRM process is applied to identifying strategies to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions. To the extent that any hazards are associated with known infectious diseases based on data and information provided by the Centers for Disease Control and Prevention (CDC) and/or state health authorities, SRM actions will be carried out in a manner that is consistent with guidelines provided by those authorities. This is pursuant to the infectious disease provisions under 49 CFR Part 673.25(b)(2)(ii).

More information on how the RTA manages hazards related to infection diseases can be found in Annex B: Infectious Disease Annex in the RTA's All Hazard Plan.

2.2 Hazard Identification

All department managers are required to identify hazards, report them, and mitigate them appropriately. All employees and contractors share a responsibility to identify and report hazards using a variety of methods established by RTA. To ensure proper recordkeeping as required by FTA and SAF3, department managers are responsible for providing regular updates to the Safety Department regarding hazards and mitigations taken.

2.2.1 Hazard Identification Sources

There are a variety of sources for hazard identification. RTA uses the following sources for hazard identification:

1. Reactive hazard identification involves analysis of events or outcomes that have already occurred. Hazards are identified through investigation of safety occurrences (including close calls), adverse events and hazard reporting from the field (such as rules compliance activities, safety committee meetings and customer reports) where adverse outcomes have been experienced in the system.
2. Proactive hazard identification involves real-time situations, such as through departmental inspections, audits, evaluations, observations, and assessments; proper management of change; training quality assurance programs; and the employee and contractor safety reporting programs. Job Hazard Analyses (JHA) identify and support a thorough analysis of hazards that may reasonably be encountered during the performance of a specific job or task. RTA actively seeks to identify hazards and mitigate them effectively before adverse events occur.
3. A specialized subset of proactive hazard identification is predictive identification, which involves the thorough and timely analysis of safety data collected by all departments to identify possible negative future outcomes or events; as well as monitoring the system in real time.
4. FTA and SSO data and information as required by 49 CFR Part 673.25(b)(2)(i), as well as industry experience, best practices, and lessons learned.
5. The Safety Department reviews Board of Commissioners and Riders Advisory Council meeting minutes for reported hazards and safety concerns. Hazards are elevated to the master Hazard Log as appropriate, based on safety risk.

2.2.2 Employee Reporting Systems

RTA has multiple avenues by which employees and contractors can report hazards. Investigations of hazards are also conducted in accordance with SOPs #SAF-SOP-001 and SAF-SOP-002.

Employees are encouraged to report hazards through their chain of command, including their immediate supervision, or management if supervision is not available; through the safety committee process under SAF5; or by contacting the Safety Department directly.

Frontline Operations Department personnel also have the option of reporting the hazard to OCC, who will in turn input the proper information in Clever Incident Manager for handling by the appropriate internal party(ies). If an item requires the attention of the City of New Orleans or another external entity, the Safety Department generally serves as the primary point of contact on the matter until it is resolved.

RTA employees and contractors can also submit hazard information via a Safety Hotline, which has the following options:

- Telephone – (504) 827-8367 (available 24 hours a day, 7 days a week)
- Email – safetyhotline@rtaforward.org
- Vorex "Help Desk" application (accessible via the RTA Intranet)
- Hazard Report Form (employees can submit the form to any of three labeled drop boxes: A. Philip Randolph (Canal) facility, Carrollton, or East New Orleans (ENO)).

Submitters have the option of reporting anonymously or confidentially to the Safety Hotline.

Designated Safety Department staff enter, track, monitor, analyze, and close hazards, or "tickets" through a cloud-based software application, "Vorex." This tool is convenient for staff to use and provides increased trend analysis capabilities.

Customer Service manages customer safety complaints, which are forwarded to the responsible department as applicable. The department investigates the report and develops and implements corrective action as needed, in coordination with the Safety Department if it is safety-related. Employees can also use this process as an anonymous option.

No matter what the source of information is or which department investigates and resolves the issue, the feedback loop to the reporting employee is required whenever possible. If the employee has not reported anonymously, the responsible (Technical or Executive Level) manager or CSSEM ensures that the results of the investigations and any corrective action are reported back to the reporting employee. For hazards entered in Vorex, the Safety Department is currently developing an "SMS dashboard" on the intranet site coupled with postings on bulletin boards at all facilities, to share status updates on reported hazards with all personnel.

(Also see Section IV – Safety Promotion.)

Protections for Employees Reporting Adverse Safety Conditions

RTA is committed to maintaining a robust positive safety culture. As part of that commitment, RTA will protect employees who report adverse safety conditions to management. As explicitly directed in SAF3, any employee who reports a valid violation, unsafe act or condition, or other safety concern directly to the Safety Department will not experience any reprisal from management. SAF3 also stipulates that such reprisal is not allowed if reported to any (other) member of (Technical or Executive Level) management. The CSSEM will promptly forward to the CHRO any allegations or claims that this provision in SAF3 was violated during the handling of an employee-reported hazard or safety concern. If an employee reports and requests anonymity, the RTA will provide anonymity for all valid concerns.

Unprotected Self-Reporting

No willful violations will be subject to self-reporting protections. This includes but is not limited to any violations of Drug and Alcohol policies or requirements, criminal acts, or failure to report any criminal acts immediately.

2.2.3 Hazard Investigation

Hazards are investigated in each department as they are reported or identified. Department management identified in this ASP are considered primary points-of-contact and initial investigators. If necessary, the investigator may route the investigation to the Safety Department for additional technical support in accordance with SOP #SAF-SOP-002. All investigative activities are properly documented according to the SOP and as required by the “SMS Documentation” provisions of this Plan.

In consultation with the Safety Department, the investigator first analyzes the hazard by identifying potential consequences. The purpose of investigation is to evaluate each hazard in terms of the level of safety risk associated with the worst credible outcome; and to examine the likelihood and severity of those consequences occurring. The worst credible consequence is defined as what the agency expects to be a realistic and imaginable consequence of the hazard.

RTA defines safety risk severity categories as a qualitative measure of the worst credible outcome, as indicated in Table 1.

Category	Description	Severity Definitions
1	Catastrophic	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding $10M.
2	Critical	Could result in one or more of the following: permanent partial disability, injuries, or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding $1M but less than $10M.
3	Marginal	Could result in one or more of the following: injury or occupational illness resulting in one or more lost workday(s), reversible moderate environmental impact, or monetary loss equal to or exceeding $100K but less than $1M.
4	Negligible	Could result in one or more of the following: injury or occupational illness not resulting in a lost workday, minimal environmental impact, or monetary loss less than $100K.

Table 1: Safety Risk Severity (Adapted from Table 2-4 from Rail Transit Agency Accident Investigations – Background Research, FTA[12])

RTA defines safety risk likelihood, or probability, as a measure of frequency relative to any of: a unit of time, the duration of an activity, the life of an item, or the life of a total fleet/inventory, as indicated in Table 2.

Frequency	Level	Probability Definitions
Frequent	A	Likely to occur frequently to an individual item. Continuously experienced in the fleet inventory.
Probable	B	Will occur several times in life of an item; will occur frequently in fleet/inventory.
Occasional	C	Likely to occur sometime in life of an item; will occur several times in fleet/inventory.
Remote	D	Unlikely, but possible to occur in life of an item; unlikely but can be expected to occur in fleet/inventory.
Improbable	E	So unlikely, it can be assumed occurrence will not be experienced to an individual item; unlikely to occur but possible in fleet/inventory.

Table 2: Safety Risk Likelihood

Staff may use either inductive or deductive evaluation methods, depending on circumstances to determine ratings for severity and likelihood.

The assessment of likelihood and severity shall consider any existing safety risk mitigations as appropriate.

2.3 Safety Risk Assessment and Prioritization

Safety Risk assessment and prioritization criteria are established through the process documented in this section. All official risk assessment and prioritization activities and any required actions developed as a result of assessments, will be led by the CSSEM, investigator, or other designee who is trained and qualified to perform such assessments. Once the severity and likelihood of the worst credible outcome have been established, the Safety Risk Index (SRI) can be calculated; i.e., the level of safety risk as a composite of severity and likelihood of the potential consequence of the hazard (Table 3).

[12] Rail Transit Agency Accident Investigations - Background Research, last updated July 2022

SAFETY RISK INDEX					
	Safety Risk Severity	1	2	3	4
Frequency of Occurrence	A	1A	2A	3A	4A
	B	1B	2B	3B	4B
	C	1C	2C	3C	4C
	D	1D	2D	3D	4D
	E	1E	2E	3E	4E

Table 3: Safety Risk Index

The SRI and safety risk acceptance criteria (Table 4) are reviewed to determine "acceptance" of the increased level of safety risk that was assessed—or that which will exist if left unmitigated. This level of safety risk acceptance is classified as one of the following: high, medium, low, or acceptable. At this point in the process, any assessment resulting in an SRI of low, medium, or high must be reported to the Safety Department. The CSSEM or designee will advise the investigator or department point-of-contact on next steps.

For acceptable hazards, the investigator or department point-of-contact is responsible for documenting the safety risk assessment. The Safety Department may audit the department's records.

For low, medium, or high hazards, the department representative, CSSEM or designee, and (if warranted) the SMSSC, shall jointly review and determine the appropriate mitigations for reducing the level of safety risk to an "acceptable" level to the extent practicable. The CSSEM, in coordination with SMSSC, determines whether the action(s) need(s) to be prioritized based on safety risk acceptance, and if so, how that prioritization shall occur.

For worst credible outcomes/consequences that are rated **high** or **medium**, the SSO must be notified as soon as practicable or no later than the conclusion of the safety risk assessment. The CSSEM is directly responsible for notifying the SSO.

SRI	Acceptance Criteria	Special Conditions	Approval Level
High	Unacceptable	**Requires immediate resolution.** Results must be recorded on Safety's Hazard Log and immediately reported to SMS Steering Committee*	CEO, CSSEM
Medium	Undesirable	**Actions require SMS Steering Committee and CSSEM review and approval.** Results must be recorded on Safety's Hazard Log*	CSSEM

Low	Acceptable with Review	**Requires dept. management review in consultation with CSSEM or designee.** Results must be recorded on dept. Hazard Log and managed by investigator or dept. POC, with follow-up provided to CSSEM as directed	Dept. ELT
Acceptable	Acceptable	**None – Can be managed at department-level.** Investigator or dept. POC is responsible for recordkeeping. Safety may audit dept. Hazard Log	Dept. Investigator/ POC

Table 4: Safety Risk Acceptance Criteria

If the hazard is currently mitigated, investigation involves an assessment of the effectiveness of current mitigations—that is, a determination of whether they are sufficient to address the associated risk, and if changes or additional mitigations are warranted to further reduce risk (until it reaches an acceptable level).

Based on the approved decision authority level that results from the safety risk assessment—unacceptable, undesirable, acceptable with review, or acceptable—the department performing the assessment is responsible for notifying the appropriate parties immediately, if they are not already involved. If the ELT must be notified, the CSSEM may recommend calling an emergency meeting of the ELT and/or SMSSC as appropriate.

2.4 Safety Risk Mitigation

Safety risk mitigations are methods to eliminate or reduce the severity and/or likelihood of a potential (worst credible) consequence of a hazard.[13] To the extent practicable, given constraints to budget and resources, the CSSEM shall prioritize mitigations based on SRIs, following the methodology described in 2.3 Safety Risk Assessment and Prioritization. ELT members share the responsibility to ensure that when the SRI is identified, the corresponding actions and approval levels in Table 4 are promptly adhered to.

Strategic decisions are made to ensure that risk is reduced to the lowest practical level. The risk mitigation strategy in place at RTA follows FTA guidance:

- Avoid: Avoidance removes the undesired consequence, such as canceling or delaying the operation or activity until risk is appropriately mitigated.
- Reduce: Risk reduction is the application of mitigations to reduce probability or severity to an acceptable level. It is noted here that it is rarely possible to reduce severity without engineering or operational configuration changes (such as speed reduction).
- Segregate: Segregation limits the exposure of people, assets, operations or activities to the consequences of the identified hazards.

[13] 49 CFR Part 673.5

The general, preferred hierarchy of mitigations at RTA, based on FTA guidance, is:

1. Design out the hazards
2. Install safety devices
3. Use warning systems
4. Administrative (rules, procedures, training)
5. Personal Protective Equipment (PPE)

Each level of employee has specific responsibilities in response to hazards.

- Front-line employees (and contractors) are trained to recognize and report hazards, and on what actions may be required of them to mitigate them, such as corrective maintenance, development of new training, stop hazardous work, use of PPE, rules compliance, use of Incident Command, and setting up barriers.

- Technical managers and supervisors must respond to and investigate hazards, deploy resources at their disposal to address and mitigate hazards under their control; and when additional resources or assistance are needed, inform executive management and/or the Safety Department in a timely manner.

- Executive management must allocate resources based on SRI and if resources are not available, ensure that no activities take place until the level of safety risk is mitigated to an acceptable level.

The CSSEM shall advise whether a CAP is required to facilitate the necessary actions to mitigate the safety risk to an acceptable level.

The CSSEM will monitor mitigations and (if applicable) corresponding CAPs to ensure consistency and compliance with the ASP. CAPs are submitted electronically to the SSO by the CSSEM for approval once the CAP is opened. Not all mitigations require a formal CAP to be submitted to the SSO. (Also see 3.7.1 Corrective Action Plans (CAPs).)

Safety risk assessments, prioritizations, mitigations, and corresponding CAPs for high and medium SRI-rated hazards will be reviewed jointly in the SMSSC. Similarly, updates concerning low and acceptable SRI-rated hazards may be reviewed in the SMSSC or through other means at the discretion of the CSSEM.

Risk still inherently exists even after mitigation; the department is responsible for monitoring the mitigation, in coordination with the CSSEM or designee, and promptly reporting if the mitigation is ineffective or introduces unintended hazards. The CSSEM will advise the department whether a Mitigation Monitoring Plan (MMP) is required, and if so:

- What level of documentation is sufficient and how it should be provided to the CSSEM,

- Who is responsible for implementing the MMP, and
- What should be entailed in the monitoring.

(Also see Section III – Safety Assurance.)

2.4.1 Safety Risk Mitigations Related to Risk Reduction Program Matters

Pursuant to Safety Committee and Risk Reduction Program provisions of the PTASP final rule[14], RTA shall 1) engage the LMSC and 2) follow specific, additional protocols when developing, implementing, and reviewing any mitigations that correspond with hazards or concerns that FTA has explicitly required RTA to include in a standalone **Risk Reduction Program**.

Note: Section 2.6 Risk Reduction Program lists the specific hazards/concerns which FTA has required to be handled through this process in coordination with the Safety Committee. The specific hazards/concerns shall be updated annually (in accordance with SOP 004-002) to ensure alignment with FTA requirements.

If the following three conditions are met, the LMSC may formally recommend a safety risk mitigation related to a Risk Reduction Program matter:

1. A formal risk assessment is required.
2. The mitigation must be formally approved by the LMSC before forwarding as a recommendation. This is accomplished through a vote that is captured in official LMSC meeting minutes.
3. The matter must be included in the current year's ASP, Risk Reduction Program section as a highlighted hazard or concern. (Refer to SOP #004-011 for additional information on this process.)

Forwarded mitigations will be incorporated into the subsequent year's revision of the ASP, Risk Reduction Program section, accordingly. This is required under 49 CFR Parts 673.11(a)(7)(iv).

There are two (2) specific FTA requirements that apply if the above conditions #1-3 are met and mitigations are considered for either of the two hazards that FTA has explicitly required RTA to include in its Risk Reduction Program:

1. Under 49 CFR Part 673.25(d)(3), when identifying safety risk mitigations related to vehicular and pedestrian safety events involving transit vehicles, RTA and the LMSC **must** consider mitigations to reduce visibility impairments for transit vehicle operators that contribute to accidents, including retrofits to vehicles in revenue service and specifications for future procurements that reduce visibility impairments.
2. Under 49 CFR Part 673.25(d)(4), when identifying safety risk mitigations related to assaults on transit workers, RTA and the LMSC **must** consider deployment of assault mitigation infrastructure and technology on transit vehicles and in transit

[14] Including but not limited to: 49 CFR Parts 673.11(a)(7), 673.19(d)(3)(i), and 673.25(d)

facilities. Assault mitigation infrastructure and technology includes barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators.

Another possible trigger for a safety risk mitigation being recommended by the LMSC is if a previous year's RRPT is not met. Consistent with the PTASP final rule, in any instance where RTA did not meet a (previous year's) annual RRPT, regardless of whether: there were no previous mitigations in place, the current mitigations were deemed ineffective or inappropriate, or additional mitigations are needed for continuous improvement purposes, the LMSC may identify and recommend safety risk mitigations it believes are necessary "to reduce the likelihood and severity of potential consequences."[15] (See 1.2.2 Safety Risk Reduction Program Targets (RRPTs) Under the National Public Transportation Safety Plan for additional information.) A safety risk assessment and formal vote to proceed with the recommendation are still required.

In any case where an LMSC-recommended safety risk mitigation is actively being implemented, the normal monitoring, prioritization, reporting, and tracking processes discussed in this Plan still apply. However, a key difference between mitigations corresponding with **Risk Reduction Program** matters and other mitigations is that the agency **must** implement these mitigations in accordance with 49 CFR Part 673.23(d)(1)(i). (Also refer to the Accountable Executive's SMS responsibilities listed in 1.4.1 Key Individual SMS Accountabilities and Responsibilities.)

Like other mitigations, the CSSEM shall advise whether one or more CAPs is required to effectively implement the recommended mitigation(s). The CSSEM will also monitor the mitigation and any corresponding CAPs as applicable. Not all mitigations require a formal CAP. (Also see 3.7.1 Corrective Action Plans (CAPs).)

2.4.2 Safety Committee-Recommended Safety Risk Mitigations Unrelated to Risk Reduction Program Matters

Under the SRM provisions of the PTASP final rule, the LMSC's role in recommending safety risk mitigations unrelated to the Risk Reduction Program is also tied to specific requirements. The Accountable Executive must consider mitigations recommended by the LMSC that do not relate to any Risk Reduction Program hazards or concerns.[16]

When upon considering the recommended mitigation, the Accountable Executive elects not to implement it, FTA requires them to "prepare a written statement explaining their decision…(and) submit and present this explanation to the transit agency's Safety Committee and Board of Directors or equivalent entity."[17]

2.5 Tracking

[15] 49 CFR Part 673.19(d)(3)(i)
[16] See 49 CFR Part 673.23(d)(1)(ii)
[17] 49 CFR Part 673.25(d)(6)

The department identified as having tracking responsibilities in Table 4, above, must document all SRM activities associated with each hazard and consequence and provide regular status reports to the CSSEM, to executive leadership, or to the corresponding safety committee, as appropriate. Using these reports as well as the official Safety Department Hazard Log, Department Hazard Log, and other documentation, the CSSEM tracks mitigations to ensure that no unacceptable risk is assumed due to error or omission and ensures that any associated CAPs are developed and reported to the SSO as required.

The official Hazard Log contains one sheet with all hazards whose assessed SRI meet either the high or medium threshold. The Hazard Log is reviewed by the SMSSC during regular meetings and is shared regularly with the SSO.

The following fields of information are provided in the Hazard Log:

- ID number
- Hazard description– refers to a brief narrative summary of the hazard – what it is; where it is located; what elements it is comprised of element of RTA's operation affected by the hazard
- Date identified
- Hazard source– indicates the mechanism used to identify the hazard, e.g., operator report, near-miss, accident investigation, internal safety management audit, rules compliance program, facility/equipment inspection, formal hazard analysis
- Safety Risk Index (SRI)- whether assessed by the department with support from the CSSEM or by the Safety Department directly
- (Recommended) Hazard Resolution/Mitigation/CAP– refers to the actions recommended by RTA to address the hazard and bring it into a level of risk acceptable to management
- Status– refers to the status of the recommendations. Status may be designed as pending, open, in progress, or closed.

2.6 Risk Reduction Program

Title 49 U.S.C. § 5329(d) as amended by the Bipartisan Infrastructure Law, requires transit agencies that are Section 5307 recipients and serve an urbanized area of 200,000 or more to include in their ASP a Safety Risk Reduction Program ("Risk Reduction Program").

In accordance with 49 CFR Part 673.11(a)(7), this section constitutes the Risk Reduction Program. It will be revised annually as part of the ASP revision cycle (SOP 004-002). Incorporating by reference other policies, documents, and ASP sections as appropriate, this section:

1. Addresses the reduction and mitigation of vehicular and pedestrian safety events involving transit vehicles that includes safety risk mitigations consistent with 49 CFR Part 673.25(d)(3);
2. Addresses the reduction and mitigation of assaults on transit workers that

includes safety risk mitigations consistent with 49 CFR Part 673.25(d)(4); and
3. Includes (by reference) the safety performance targets set by the Safety Committee for the safety risk reduction program performance measures established in the NSP ("RRPTs").

The Risk Reduction Program is an ongoing effort that will be regularly evaluated and refined based on performance data, incident reports, and feedback from employees and the community. RTA remains committed to continuously improving safety outcomes and achieving the RRPTs set by the Safety Committee.

RTA will continue to review guidance and regulations in connection with Risk Reduction Program hazards, concerns, and specific mitigations that FTA requires all agencies to consider and will update this section accordingly.

2.6.1 Current Hazards or Concerns for the Risk Reduction Program

Summary of Adverse Outcomes From FTA-Identified Hazards or Concerns (Based on Most Recent FTA Requirements)						
	Outcome	**Related Measure(s)** [18]	**RRPT established in ASP?**	**Prev. Year's RRPT met?**	**Current Mitigations in Place?**	**LMSC-Rec. Miti-gation(s) in ASP?**
1	**Vehicular and pedestrian safety events involving transit vehicles**	**3, 4**	**Yes**	**Yes**	**Yes**	**No**
2	**Assaults on transit workers**	**7, 8**[19]	**Yes**	**N/A – not enough data available**	**Yes**	**No**

RTA is committed to reducing the level of safety risk associated with the identified hazards or concerns above. To achieve this, the agency has implemented a comprehensive Risk Reduction Program that 1) includes a review of existing mitigations, 2) measures performance using the RRPTs set by the Safety Committee, and 3) fosters continued collaboration with the Safety Committee to explore additional mitigations, if necessary.

[18] See RRPT table in 1.2.2 Safety Risk Reduction Program Targets (RRPTs) Under the National Public Transportation Safety Plan.
[19] Note: RRPTs 7 and 8 are not possible to set because the NTD has not yet collected three (3) years of data on "assaults" as defined by FTA.

In connection with other ongoing strategies and initiatives to improve employee and patron safety, the Risk Reduction Program aims to reduce the number and rates of accidents, injuries, and assaults on transit workers. This program is designed to proactively identify and analyze the hazards(s)—including an in-depth look at sub-elements such as environmental factors, equipment configuration, training, and sufficiency of procedures—and collaboratively develop meaningful mitigations.

2.6.1.1 Vehicular and Pedestrian Safety

To address vehicular and pedestrian safety events, RTA has implemented and will continue to implement the following:

- **Internal and External Outreach Programs:**
  The agency will conduct outreach programs aimed at raising awareness about vehicular and pedestrian safety. These programs will involve collaboration with local communities, stakeholders, and the general public to promote safe behaviors around transit vehicles and at transit stops.

- **Operator Training:**
  RTA will provide ongoing, mandatory training for transit operators focusing on safe driving practices, defensive driving techniques, and pedestrian awareness. This training will equip operators with the skills needed to prevent events and respond effectively to potential hazards.

2.6.1.2 Assaults on Transit Workers

To reduce the risk of assaults on transit workers, the agency will continue to implement the following measures:

- **Mandatory Training:**
  All transit operators, road supervisors, and maintenance employees will undergo mandatory training focused on recognizing warning signs, de-escalation, personal safety, and how to handle situations involving aggressive or violent behavior. This training will be designed to prepare staff for potential scenarios and reduce the likelihood of assaults occurring.

- **Additional Security Coverage:**
  Leveraging security grant funds, in the 2025 solicitation for system security services (RFP 2025-031), RTA added a roving 24-hour post to the scope of services and new contractual requirements to enhance security coverage throughout the system.

2.6.2 Risk Reduction Program Targets

As a transit agency serving an urbanized area of 200,000 or more, RTA is required to establish (through its designated Safety Committee, the LMSC) RRPTs for each of the performance measures identified in the NSP.

(Also see related sections 1.2.2 Safety Risk Reduction Program Targets (RRPTs)

Under the National Public Transportation Safety Plan and APPENDIX A: 2025 SAFETY PERFORMANCE AND SAFETY RISK REDUCTION PROGRAM TARGETS.)

2.6.3 Incorporation of LMSC-Recommended Safety Risk Mitigations

As of this writing, there have not been any related safety risk mitigations formally recommended by the LMSC. If a safety risk assessment results in the LMSC recommending mitigations for RTA's consideration (through an official vote) the provisions of 2.4.1 Safety Risk Mitigations Related to Risk Reduction Program Matters shall apply. This will include the consideration of specific types of mitigations as required by FTA, namely reductions to "visibility impairments for transit vehicle operators" and "assault mitigation infrastructure and technology on transit vehicles and in transit facilities." (Also refer to 2.4.1 Safety Risk Mitigations Related to Risk Reduction Program Matters.)

LMSC-recommended mitigations may either be provided in this section of the ASP or maintained in a separate document and incorporated by reference, at the CSSEM's discretion.

Additionally, it should be noted that if safety risk mitigations are formally recommended by the LMSC and subsequently added to (or incorporated in) this section of the ASP, under 49 CFR Part 673.23(d)(1)(i), the Accountable Executive must implement the mitigations.

2.6.4 Required Actions if RTA Does Not Meet a Risk Reduction Program Target

Under the Risk Reduction Program provisions of the PTASP final rule, a large, urbanized area provider that does not meet an established RRPT must:

1. Assess associated safety risk, using the methods or processes established in Section II: Safety Risk Management.
2. Mitigate associated safety risk based on the results of a safety risk assessment. The transit agency must include these mitigations in a plan to address the deficiencies under the direction of the Accountable Executive.[20]
3. Allocate its safety set-aside in the following fiscal year to safety-related projects eligible under 49 U.S.C. 5307 that are reasonably likely to assist the transit agency in meeting the safety performance target in the future.[21]

[20] See 49 CFR Part 673.27(d)(4)
[21] See 49 CFR Part 673.27(d)(3)(iii)

Section III: Safety Assurance

Safety Assurance (SA) is a continuous process, constantly interacting with SRM. It is a set of systematic, ongoing processes that are both led and facilitated by the Safety Department to monitor system safety performance. This monitoring is used to: verify that safety objectives are being met; identify previously unforeseen hazards; ensure that mitigations in place are effective and not creating new hazards; and collect data on safety that can be analyzed, trended and shared in support of continuous improvement of the SMS. In addition, SA activities assist the agency in identifying and correcting practical drift and in establishing appropriate safety performance measures and SPTs.

The CSSEM is responsible for ensuring SA processes are compliant with 49 CFR Part 673 and are effective.

In accordance with FTA requirements for Safety Committees under 49 CFR Parts 673.19(d)(3)(ii) and 673.19(d)(3)(iii), LMSC members are responsible for identifying any safety risk mitigation which they believe to be ineffective or not implemented as intended and for identifying safety deficiencies for purposes of continuous improvement.

3.1 Safety Performance Monitoring and Measurement

RTA has established activities to:

- Monitor the RTA system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- Monitor RTA operations to identify hazards not identified through the SRM process (per 49 CFR Part 673.25);
- Monitor RTA operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- Investigate safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs.

3.1.1 Safety Data Analysis

Under SAF3, RTA departments must identify, collect and analyze data on their safety critical functions in close coordination with, and at the direction of, the CSSEM or designee.

Sources of data that are required to be submitted to the CSSEM or designee include, but are not limited to:

- Employee reporting systems, including self-reporting
- Field reports and observations from supervision and managers
- Preventive maintenance and other scheduled inspections
- Results from drills and exercises, and critical incident debriefings from actual

emergency events
- ISMAs and SMS implementation documentation
- Quality assurance and quality control inspections, audits and other activities
- Employee, passenger and public reports of injury
- Planning and scheduling data collection
- Key performance indicators
- Accident and incident Investigation reports
- NTD data collection and reporting
- Drug and alcohol compliance programs
- Rules and procedures compliance activities
- Training and certification records
- Safety committee activities and reports
- Roadway Worker Protection (RWP) Program data, including job safety briefing and good faith challenge forms

Each department submits its data related to safety performance and mitigation monitoring, to the executive in its area for review and verification. The CSSEM may request this documentation as part of the agency-wide SA effort. Executives are expected to discuss data and safety performance at SMSSC meetings as appropriate. Safety performance data are also reviewed by the RTA Board of Commissioners at their request.

3.1.2 Risk-Based Inspections (LADOTD)

In October 2022, FTA issued Special Directive 22-32, under authority of 49 U.S.C. § 5329(k) and 49 CFR § 670, requiring that LADOTD develop and implement a risk-based inspection (RBI) program of the rail transit agencies it oversees. An RBI program uses qualitative and quantitative data analysis to inform ongoing inspection activities. RBI programs are designed to prioritize inspections to address safety concerns and hazards associated with the highest levels of safety risk. As described in 49 U.S.C. § 5329(k), the SSO developed policies and procedures for inspection access and data collection in consultation with RTA, with the program taking effect following its adoption into Louisiana Administrative Code in 2024.

RBIs are conducted by SSO staff and contractors with support from the RTA. They do not replace existing inspections conducted by RTA described elsewhere in this ASP and other safety policy and procedure documents.

The RBI program is organized by FTA into six categories, which are summarized in this section. Some categories necessitate the development of agency-specific procedures, many of which are currently in development. These procedures will follow guidelines provided by the SSO in Appendix F of this Plan, which contains RTA's RBI Procedures Manual addressing those sections. When these procedures are developed and receive the concurrence of appropriate Executive and Senior Leadership Team members, they will be incorporated into this Plan by reference.

3.1.2.1 Category 1: SSO Authority

In 2014, Louisiana Revised Statute 48:214 re-identified LADOTD as the SSO, granted it the authority to “enter onto and inspect the property of operators of fixed guideway rail systems receiving federal funds without prior notice” to the extent necessary to fulfill its obligations under federal law, and provided it with the authority to implement rules and regulations as necessary to comply with federal law. To meet requirements introduced by 49 U.S.C. § 5329(k), the SSO updated its SSO Program Standard located in Louisiana Administrative Code 70:IX.Chapter 15 in 2024. This update gives the SSO the authority to collect and analyze data regarding safety program implementation at NORTA and to access each RTA property, with and without advanced notice, for the purposes of conducting inspections into RTA activities regarding the implementation of its safety program.

3.1.2.2 Category 2: RBI Policies and Procedures

Category 2 describes how and when the SSO will access RTA facilities for RBIs, conducting inspections at the RTA four times per year at minimum. The SSO has the authority and capability to conduct inspections with or without notice, and these inspections can occur at any time deemed necessary based on the SSO’s review of RBI data. RTA will provide SSO staff and contractors with an escort for all inspections of publicly inaccessible areas. Inspections will include infrastructure, equipment, records, personnel, and data. Also see APPENDIX F: RBI PROCEDURES MANUAL.

3.1.2.3 Category 3: Data Sources and Collection

Category 3 addresses what data will be collected by the SSO from the RTA. RTA will submit safety, inspection, and maintenance data elements quarterly as part of the RBI process, except for capital projects and financial data submitted annually. The SSO may increase this frequency if necessary to evaluate systemwide safety risk. RTA must share data that supports trend analysis and the prioritization of inspections, including safety, maintenance, inspection, administration, and other data elements with the SSO, as is required in 49 U.S.C. § 5329(k)(2) and 5329(k)(4). The data elements and metrics used to inform prioritization, as well as the processes for sharing and securing data, have been established in collaboration with the SSO. Also see APPENDIX F: RBI PROCEDURES MANUAL.

3.1.2.4 Category 4: Inspection Prioritization

Category 4 explains how the SSO will prioritize inspections based on relative risk. The SSO uses a safety risk index based on the same industry standard (MIL-STD-882E) as RTA’s Safety Risk Index from Section II: Safety Risk Management. The SSO uses its safety risk index to identify equipment, facilities, or procedures whose potential failures intersect at higher levels of severity and probability to receive higher overall risk ratings. The highest scoring equipment, infrastructure, and practices will be prioritized for inspection first. The SSO’s data analysis and prioritization process is ongoing and will be updated to reflect changing safety conditions. When system conditions change, the SSO will analyze new data and develop new prioritization ratings; these will inform potential revisions to inspection priorities. Unless required by activities or changes in system safety, the SSOA will schedule and perform an updated safety analysis and

inspection prioritization at a minimum, annually.

3.1.2.5 Category 5: RBI Program Commensurate with RTA Size and Complexity

Category 5 requires that SSO inspection policies and procedures are tailored to RTA's risk profile based on its size and complexity. Considered a small and noncomplex system based on its mode, physical characteristics, and operational characteristics (as reported in NTD), the SSO will conduct at least four onsite RBIs annually. If the RTA streetcar system changes in a way that affects its risk profile, the SSO will update inspection policies to account for this change.

3.1.2.6 Category 6: SSO Staffing, Qualification, and Training

Category 6 describes the staffing and training requirements SSO program staff and contractors must meet to effectively implement and manage a risk-based inspection program. In addition to the general technical training requirements required for SSO personnel in 49 CFR Part 672, the SSO will coordinate with RTA to ensure staff also have the specific skill sets and knowledge necessary to carry out the SSO program at RTA. This includes completing RTA trainings specific to system components identified in the SSO's Technical Training Plan (TTP).

3.2 Rules and Procedure Compliance Activities

A robust SMS requires ongoing SA activities; that is, continuous performance monitoring, conducted in the field with real-time assessment and data analysis, to provide management with the best and most reliable information for assessing performance.

General orders, bulletins, memos and notices are issued as interim measures until permanent changes are made in the RTA Streetcar Rulebook and/or (Operations) Employee Manual (as appropriate). To ensure the appropriate level of executive management oversight, Special Orders, Permanent Orders, Temporary Orders and Change Orders that modify or are intended to permanently establish rules and procedures must be approved and signed by the CSSEM.

All Rulebook and (Operations) Employee Manual revisions must be reviewed and approved as described in both documents.

Operations and Maintenance technical management and Executive-level management are responsible for monitoring compliance with rules and procedures.

Note: At this time, the process by which all rules compliance activities are coordinated between Operations and Safety is still in development. Cloud-based applications are being evaluated which are intended to help with coordination between Operations, and Safety personnel concerning rules compliance in the field.

3.3 Internal Safety Reviews

RTA has three types of ongoing, internal safety reviews to monitor compliance with its SMS as described in this ASP. These reviews are required under 49 CFR Parts 673.27(b) and (revised in the 2024 release of the SSO final rule) 674.27(a)(5). They are Internal Safety Management Audits; ongoing monitoring of SPMs, SPTs, and RRPTs; and Safety Department-led SA reviews, audits, and inspections.

3.3.1 Triennial Internal Safety Management Audit Program (ISMAs)

This program is owned and overseen by the Accountable Executive and implemented by the Safety Department. Each SMS component and subcomponent and the related activities and functions described in this ASP is audited once every three (3) years in accordance with this schedule on a rotating basis:

- Year 1: Safety Risk Management
- Year 2: Safety Assurance, and
- Year 3: Safety Policy and Safety Promotion

Deficiencies require CAPs to be developed and implemented by the department or functional area. All ISMA reports are submitted annually to the SSO under the CEO's signature as required by the SSO and 49 CFR Part 674. Specifically, the regulation now requires RTA to submit a report documenting all internal safety review activities and the status of subsequent findings and corrective actions.[22]

SOP 004-100 dictates how ISMAs are administered, including a requirement that prior notice is given to the SSO and final audits are shared with the SMSSC for review.

The CSSEM is responsible for overseeing the process and ensuring compliance with federal and state requirements and alignment with industry best practices and standards.

As of 2021, the audit of the Safety Department's SMS compliance is performed by the Office of Internal Audit and Compliance (OIAC).

3.3.2 Safety Department-led Safety Assurance

Key SMS personnel, at the direction of the CSSEM, conduct periodic, unannounced SA inspections or field observations to ensure compliance with safety-critical rules and procedures.

The CSSEM oversees the process to ensure integrity and compliance, and has the discretion to require more regular reporting if necessary in a given area. Staff document their observations and any non-compliances using the appropriate SA form or other document as directed by the CSSEM. The Safety Department has developed both

[22] See 49 CFR Part 674.27(a)(5)(iv)

online (SharePoint-based) and paper forms specific to certain, higher risk activities, e.g., special streetcar operations, flagging/Maintenance-of-Way, and special track work. Findings, trends, and concerns are presented to ELT, department management, and/or safety committees, as appropriate.

If necessary, the Key SMS personnel are authorized to cease operations or a work activity if they identify an imminent hazard posing an unacceptable level of safety risk. They have the authority and responsibility to coach any employees whom they observe not following a procedure/official training or committing an unsafe act. These one-on-one coaching sessions are then documented using a standard form. Additional, web-based and mobile-ready SA forms are currently in development in cooperation with the Bus and Streetcar Operations Department leadership.

3.3.3 Monitoring of Safety Performance Measures

Monitoring of the system wide SPMs identified in 1.2 Safety Performance Measures and Targets1.2 Safety Performance Measures and Targets requires all departments that collect data directly applicable to the Performance Measures report these measures to the CSSEM or designee at their request. Generally, progress relative to the SPTs and RRPTs set forth or referenced in the ASP will be reviewed in SMSSC meetings and/or other ELT meetings. Progress relative to some targets is also presented in a Monthly CEO Report and in various public RTA meetings.

Internal safety reviews are designed to monitor all activities and functions to identify non-compliances with the ASP and correct them, identify hazards, and implement mitigations to reduce safety risk. They are also a means of identifying any existing mitigations that may be ineffective, inappropriate or were not implemented as intended as required.

The CSSEM or designee will coordinate with and support any department that has a non-compliance or deficiency with developing a CAP and/or mitigation as necessary. [Also see 3.7.1 Corrective Action Plans (CAPs).]

3.4 Safety Assurance: Maintenance and Support Functions

In addition to the above SA activities that apply for all departments, there are maintenance and related support functions under the purview of the CAMO, specifically.

These functions of maintenance control are fully documented in Maintenance Control Plans, processes and procedures for the following areas:

a. Preventive, predictive, and corrective maintenance – rail, bus, paratransit/automotive/non-revenue maintenance, MOW (rail infrastructure), and facilities maintenance
b. Support activities, including contracted activities (component repair, equipment repair, overhaul, metrology, transportation, mainline recovery,

fabrication)
c. Hazard management, quality assurance and quality control
d. Lifecycle Planning, including reliability and maintainability
e. Supply chain, procurement and materials management and warehousing
f. Fleet management and transit stop maintenance
g. Transit Asset Management support and interface

Refer to the Maintenance Control Plans, and related procedures, for each maintenance department.

3.5 Investigations

49 CFR Part 673.27(b)(3) requires the transit agency to establish activities to conduct investigations of safety events to identify causal factors. FTA's SMS approach requires investigations to apply the "Organizational Approach;" that is, all investigations will seek to identify causal and contributing factors instead of simply blaming the person closest to the event.

Internal investigations of all FTA-defined safety events are initiated by the department or functional area that experienced the event in accordance with the RTA Investigation SOP #SAF-SOP-002. That department or functional area will continue to carry out the investigation unless otherwise directed by the Safety Department or an external investigator (e.g., FTA, SSO, NTSB).

Major event investigations are the responsibility of the CSSEM and the Safety Department. These include: any events which meet a reporting threshold for the SSO and/or FTA, any events classified as "Tier 1" by RTA, and any events otherwise requested by the CSSEM.

Corrective actions stemming from any findings contained in the final investigation report must be developed by the departments and functional areas, in consultation with the Safety Department, and be approved by the SSO prior to implementation (for rail only). Upon receipt of formal approval, actions are coordinated and managed by the CSSEM and fully implemented in the approved time frame by the responsible party(ies). Responsible parties may or may not reside in the department or functional area that initially reported the safety event.

Generally, RTA will take appropriate measures (mitigations) to reduce the level of safety risk (likelihood and/or severity) associated with identified contributing factors in order to prevent reoccurrence. One or more CAPs may comprise a single safety risk mitigation.

CAPs may also be unrelated to the mitigation(s) as they may be aimed at addressing system deficiencies or non-compliances that were identified during the investigation but did not contribute to the event.

The CAP management process will be carried out at the direction of the CSSEM, in

accordance with SSOPS requirements. [Also see 3.7.1 Corrective Action Plans (CAPs).]

3.5.1 Event Reporting

RTA is required to report events as defined by FTA and the SSO. 49 CFR § 674.33 requires RTA to notify the SSO and FTA within two hours of the following types of events:

- Fatality
- Two or more injuries
- Derailment
- Collision resulting in one or more injuries
- Collision between two rail transit vehicles
- Collision resulting in disabling damage to a rail transit vehicle
- Evacuation for life safety reasons
- Unintended rail transit vehicle movement.

RTA adheres to the reporting and notification requirements outlined in 49 CFR Part 674 and related guidance.

Means of reporting to the SSO are defined in the SSOPS. FTA is notified through the US DOT Crisis Management Center (CMC) by email at toc-01@dot.gov. Refer to SOP #SAF-SOP-002 for more detailed information.

RTA and the SSO jointly review safety event investigations and notifications, including the status of reports and related corrective actions. Also see 3.7.1 Corrective Action Plans (CAPs).

3.6 Management of Change (MOC)

The Management of Change (MOC) process is designed to identify and assess changes that might introduce new hazards or negatively affect the agency's safety performance. RTA is dedicated to identifying such changes for further evaluation to ascertain if they can reasonably lead to adverse impacts.

The CSSEM employs a Director-led Configuration Management Committee (CMC). This committee, which operates as an SMS Subcommittee under the CSSEM, is responsible for reviewing Change Request Forms submitted by various RTA Project Managers. Within the MOC framework, a project manager is defined as any individual overseeing the implementation of a change in RTA's transit system that might pose a potential hazard. Such changes can either introduce new hazards or influence the suitability or efficiency of existing mitigation measures.

Whenever a change occurs, it must undergo evaluation via the SRM, as though it is a newly identified hazard. Refer to Section II – SRM for details.

The primary goal of the MOC Procedure is to guide and unify the actions taken to gauge the risk level associated with significant changes. However, the process might encompass minor changes that might lead to potential safety hazards. This procedure aligns SAF5, the SSCP, and the relevant section of this ASP.

Every department and functional area is tasked with identifying changes, conducting a preliminary assessment, and then escalating and forwarding any concerns to the CMC based on the determined safety risk level.

As the SMS Executive, the CSSEM escalates the analysis and any subsequent actions or mitigations to either the SMSSC or the Accountable Executive as appropriate based on a preliminary assessment of risk and/or other considerations. The CSSEM is authorized to require additional safety risk mitigation measures before approving a change. If the safety risk level remains unclear, or if there is a need for more technical expertise to determine risk, the designated representative from the CSSEM department may lead this analysis.

SA activities that may identify a need to manage change, include:

- Monitoring of service delivery activities (including field observations)
- Monitoring operations and maintenance data
- Analysis of employee safety reporting program
- Evaluations of the SMS
- Safety audits, studies, reviews, and inspections
- Safety surveys
- Investigations.

At a minimum, changes need to be assessed through SRM if they substantially change the system (e.g., streetcar line extensions) or constitute a major safety-critical re-design (excluding functionally and technologically similar (“in-kind”) replacements. When evaluated or considered through any SRM process, the evaluation or analysis must be properly documented.

The following areas are specialized sources of risk associated with change.

3.6.1 Safety and Security Certification

SSC is an FTA-defined process of verifying that certifiable elements and items comply with a formal list of safety and security requirements developed for major construction, rehabilitation or vehicle procurement projects. Certifiable elements are those project elements that, as determined through hazard analyses, can adversely affect the safety and security of customers, employees, emergency responders, or the public.

SSC is accomplished through a collaborative effort between the CSSEM and the applicable Project Team, which may include representatives from other RTA departments as well as project contractors.

The process is guided by RTA's SSCP which is jointly maintained by the CPCP and CSSEM. It is based on industry best practices, FTA guidance, and an American Public Transportation Association (APTA) Recommended Practice (RP), Document # APTA SS-ISS-RP-008-24.[23]

The Safety and Security Certification Review Committee (SSCRC) reports to and receives direction from the SMSSC and provides guidance for RTA's SSC program.

3.6.2 System Modification

Physical changes to the system that are not governed by the SSC process often fall under the Engineering Modification Process. This includes evaluation and assurance, under the SRM process, that a proposed modification does not create unacceptable or undesirable risk in a system, vehicle, equipment or facility previously certified under the SSC process.

System modifications must be forwarded to the Safety Department for handling. Modifications may be subject to the Management of Change (MOC) Procedure as deemed appropriate by the CSSEM. Additionally, internal safety reviews and external audits of the Capital Projects and Maintenance Departments will include a careful review of this process, to ensure it is performing as intended.

3.6.3 Procurement

When the agency must make new procurements; changes to existing materials, vendors and contracts; or changes to the procurement process itself, RTA Executive-level management must apply the SRM process of this ASP to the extent practicable.

The process established for procurement follows the same steps as other changes:

1. The department or area must assess whether the change (procurement) will carry risk or introduce hazards.
2. If a consequence of the change being introduced is an increased level of safety risk, the department or area must notify the Safety Department. Alternatively, through the internal, Automated Procurement System, the CSSEM "signs off" on all solicitation requests, change order requests, sole source requests, and state contract procurement requests. During this review stage, the CSSEM or designee considers whether the procurement creates a new hazard or otherwise elevates risk for the agency. The System allows the CSSEM or designee to attach additional requirements onto the request via a formal memorandum..
3. If appropriate, mitigations must be in place before the procurement is finalized or the change is made. This process will be led by the Safety Department, in

[23] Available at https://www.apta.com/research-technical-resources/standards/security/apta-ss-iss-rp-008-24/

consultation with the Procurement Department and the department/area securing the material, vendor, or contractor.

3.7 Continuous Improvement

Continuous Improvement is the process by which RTA examines its safety performance to identify safety deficiencies and carries out a plan to address the identified safety deficiencies. It consists of formal activities designed to evaluate the effectiveness of the SMS. Specifically, it will:

1. Identify the causes of sub-standard performance of the SMS
2. Determine the implications of sub-standard performance of the SMS in operations
3. Eliminate or mitigate such causes.

Its key elements are proper management of all activities through the SRM process; proper change management; compliance activities, including those contained herein in Section III – SA; and performance auditing.

As required in 49 CFR Part 673.27(d)(1)(i), the Continuous Improvement process for safety shall include the identification of deficiencies in both the SMS and the RTA's performance relative to SPTs and (because RTA serves an urbanized area of 200,000 or more) RRPTs. (See 1.2 Safety Performance Measures and Targets for more detailed information.)

As required in 49 CFR Part 673.27(d)(1)(ii), the Continuous Improvement process for safety shall also address the role of the LMSC—as the designated Safety Committee under 49 CFR part 673.

For any RRPT that RTA was unable to meet in the preceding year, the agency must allocate its "safety set-aside" equaling not less than 0.75% of its Section 5307 funds for the year to safety-related projects that are reasonably likely to assist the agency in meeting the safety performance target in the future.

Collectively, the annual ASP revision cycle, SMS Implementation Plan updates, and ongoing SMSSC meeting structure provide a framework for identifying and capitalizing on new opportunities to improve, review, grow, and enhance the SMS. ELT is directly engaged in this process and supports the CSSEM in integrating continuous improvement discussions and initiatives into other standard business processes such as the annual workplan and budget review processes.

Once deficiencies in the SMS are identified, corrective actions must be implemented in accordance with this ASP and applicable SSO requirements. Opportunities for enhancement are also communicated to the appropriate ELT member or the CEO as Accountable Executive for consideration. As SMS Executive, the CSSEM is duly authorized to implement such corrective actions and recommend other enhancements

needed to achieve a more mature SMS.

3.7.1 Corrective Action Plans (CAPs)

CAPs are required to correct non-compliance with the ASP or referenced internal requirements or deficiencies in the SMS; and otherwise by direction of the SSO or the FTA. Per FTA guidance on ASP implementation, CAPs are not to be confused with mitigations, although in some instances, they may be one in the same or a CAP may have a very similar companion mitigation or vice versa. In either case, the CSSEM is ultimately responsible for monitoring and verifying completion and for ensuring the hazard or concern is adequately addressed.

For hazards with lower-level SRIs, the CSSEM delegates this responsibility to the local department's point-of-contact, consistent with the SRM provisions in Section II of this Plan.

49 CFR Part 674.37 explicitly requires CAPs to be developed and submitted to the SSO for consideration of approval for the following, at a minimum:

1. Results from (safety event) investigations in which either the SSO or RTA determined that causal and/or contributing factors require corrective action;
2. Findings of non-compliance from safety reviews and inspections performed by the SSO; and
3. Findings of non-compliance from internal safety reviews ("ISMAs") performed by RTA.

The SSOPS indicates the conditions under which RTA is required to develop and carry out a corrective action. All CAPs at RTA will conform to the requirements of the SSOPS.

The majority of RTA CAPs stem from one of these three (3) types of sources, above.

All CAPs must be reviewed and approved by the SSO per 49 CFR Parts 674.27(a)(11) and 674.37. CAPs are submitted by the CSSEM to the SSO electronically for approval. Upon obtaining the SSO's approval, they are entered on the CAP log where they are tracked by the CSSEM to closure.

Usually, this approval is required prior to beginning implementation of the corrective action, but in exigent circumstances involving immediate protection of life and property, the action may be commenced and then reviewed and accepted or modified by the SSO. RTA will attend all scheduled meetings to discuss the CAPs and coordinate activities with the SSO. CAPs may also be coordinated and discussed in SMSSC or other types of meetings involving the leadership of the affected department(s).

CAP closure is dependent upon SSO verification of closure and approval.

Section IV: Safety Promotion

A robust SMS is dependent upon ongoing management commitment to addressing safety risk through training and communication.

4.1 Competencies and Training

RTA is currently reviewing and updating its comprehensive safety training curriculum for the following types of personnel, pursuant to 49 CFR Part 673.29(a):

- All operations and maintenance personnel, and
- Key SMS personnel (as defined in this Plan).[24]

Training requirements shall be established by this section, in concert with RTA policies and department-owned policies, procedures, manuals, and plans.

The development and review of safety-related training programs will include consultation with the Labor-Management Safety Committee (LMSC) to ensure frontline workforce perspectives are incorporated in accordance with 49 U.S.C. § 5329(d).

In support of the overarching comprehensive safety training program, training requirements, whether established at the RTA policy level or by individual departments, shall encompass:

1. Departmental and functional area responsibilities for training, including on-the-job training (OJT) for all levels
2. Specialized internal safety-related training programs [e.g., industrial safety, respirators, first aid/CPR, Blood-borne Pathogens (BBP), and RWP] (Also see 1.7 Roadway Worker Protection (RWP) Program in Section 1.)
3. Topics/elements that are either specifically required in federal regulations or are directed by this Plan or any policies or procedures to which it refers [e.g., accident/incident investigation, safety and security certification, de-escalation, incident management/ Incident Command System (ICS) training]
4. Vendor-provided training controlled by RTA and deemed necessary for safety-critical functions or tasks for the personnel listed above
5. Initial, or new hire, training for each of the personnel listed above
6. Technical training for safety-critical functions or tasks
7. Continuing safety education and training, to include any required re-certification training whether deemed required by RTA policy or by individual departments
8. Other certifications not included in #7, above
9. Contractor training requirements as applicable
10. Training records creation, access, and maintenance

[24] For the purposes of this ASP, all provisions related to the comprehensive safety training program are focused on these personnel types per the requirements under 49 CFR Part 673.29(a). Additional training may be deemed appropriate and implemented by RTA for these personnel types and for other positions or departments not referenced in this section. For all employee training, also refer to individual position descriptions (see HR), directives, memos, policies, or procedures as applicable.

11. Quality Assurance (QA) for the training programs
12. Train-the-trainer programs
13. Participant (student and trainer) feedback and assessments
14. SMS training (see section 4.1.1 SMS Training Requirements).
15. Evaluation of training effectiveness through post-training assessments or demonstrated competency as part of SMS Assurance.

Instruction in safe practices or methods while performing operations, maintenance, and safety procedures is included in relevant rulebooks, manuals, handbooks, and other documentation, as determined to be necessary and maintained by each respective department in consultation with the HR Department.

The (Senior) Manager of Operations Training (for operations personnel), respective ELT member to whom the identified personnel, above, report, and the Chief Human Resources Officer (or designee) are jointly responsible for developing, implementing, reviewing, and overseeing training programs in accordance with this section.

All new and revised training elements meeting one of the comprehensive safety training area descriptions shall be submitted to the CSSEM for review.

If a revised training element (or a revision to an associated procedure) constitutes a major system change, it shall be reviewed in accordance with the provisions in 3.6 Management of Change (MOC).

All employees must take mandatory incident management/ Incident Command System (ICS) training through the Federal Emergency Management Agency's (FEMA) online Emergency Management Institute, as follows:

- All employees must successfully pass IS-100 – Introduction to Incident Command System (Alternatively, the internal City-Assisted Evacuation Plan (CAEP) and IS-100 familiarization training is an acceptable substitute for this requirement.)
- Designated Incident Management Team positions must successfully pass:
    - IS-200 – Basic Incident Command System for Initial Response
    - IS-700 – An Introduction to the National Incident Management System
    - IS-800 – National Response Framework, An Introduction.

Other introductory safety, security, and emergency management presentations and workshops are available upon request and have been delivered to senior leadership team members and other groups by request. The Safety, Security, and Emergency Management Departments develop and adapt their training to cover the following topics as needed:

- SMS responsibilities and accountabilities specific to each department or function
- Employee Safety Reporting Program
- SMS documentation and recordkeeping requirements
- Accident and incident trends

- Rule or procedure changes
- CAP management process
- How to assist the Safety Department with Safety Promotion efforts as outlined in this ASP section
- Emergency management roles and responsibilities under the All Hazards Plan
- System security policies and procedures
- Crisis awareness and de-escalation.

4.1.1 SMS Training Requirements

Separate and apart from the comprehensive training described above, certain SMS training is required for each of the following: Key SMS Personnel as designated in this Plan, all directors and above, and all active LMSC members, as described in greater detail in the next three subsections.

All employees in all departments are required to take basic SMS training delivered by the Safety Department during new-hire orientation. Additionally, a computer-based training offering of “SMS 101” is under development and will be included in the mandatory trainings for all employees through the LMS portal.

All personnel with safety responsibilities who are not designated as Key SMS Personnel are encouraged, but not required, to obtain either the Transit Safety and Security Program (TSSP) certificate or PTSCTP certificate in either bus, rail, or both. They are welcome to pursue either of these certificates as part of their individual professional development plans. Employees who do so should send all certificates upon successful completion to the HR Department for recordkeeping.

RTA does not consider any contractors to be “key SMS personnel”. Contractor employees are welcome to pursue and maintain PTSCTP and/or TSSP certification on their own in coordination with their respective RTA points of contact and/or project managers.

4.1.1.1 Key SMS Personnel Training Requirements

(Also see 1.4.3 Key SMS Personnel with Direct Responsibility for Rail Fixed Guideway Safety Oversight.)

Key SMS personnel are responsible for complying with PTSCTP and internal SMS training requirements, including refresher training every two years. Per 49 CFR Part 672.13(d) key SMS personnel must now complete two elements as part of their refresher training:

1. Specific recertification training defined by FTA, and
2. Recertification training defined by RTA, which must include, at a minimum, one (1) hour of safety oversight training.

The recertification training defined by FTA in (federal) FY 2025 is a TSI module entitled,

"Advancing Safety Assurance Through Corrective Action Plans." All key SMS personnel have been notified of this new requirement.[25]

Key SMS personnel have received direction under a separate, internal memo on the recertification training defined by RTA, which includes a minimum of one (1) hour of safety oversight training as required by FTA.

Each person serving in a "Key SMS" position is solely responsible for applying for and maintaining their individual PTSCTP certification with FTA and for providing documentation to the HR Department for recordkeeping in the LMS.

4.1.1.2 Training Requirements for Directors and Above (Agency-Wide)

All directors and above in all departments must enroll in and complete TSI's "SMS Awareness" course within three (3) years of being hired or promoted into the position. The certificate must be provided to the HR Department for recordkeeping in the Neogov LMS.

Optionally, directors (who are not designated as Key SMS Personnel in this Plan) may obtain PTSCTP certification as a voluntary participant in the PTSCTP. There are no timeframes specified by FTA for completing the PTSCTP on a voluntary basis. Documentation from any classes taken pursuant to the PTSCTP certification must be sent to the HR Department for recordkeeping.

(Also see the "Director-level" requirements listed in 1.4.2.2 SMS Responsibilities for All Management and Staff.)

4.1.1.3 Training Requirements for Active LMSC Members

All active LMSC members must enroll in and complete TSI's "SMS Awareness" course within one (1) year of being appointed to serve as an LMSC member. The certificate must be provided to the HR Department for recordkeeping in the LMS. In the capacity of SMS Executive and POC for communication with FTA regarding PTSCTP matters, the CSSEM oversees the compliance of each LMSC member with this requirement.

(Also see *1.4.2.1 Safety Committee Requirements* Related to the SMS.)

4.2 Safety Communications

Effective safety communication is one of the foundational components of SMS. Its purposes are to:

1. Ensure that personnel are aware of the SMS
2. Convey safety-critical information

[25] https://www.transit.dot.gov/PTSCTP

3. Explain why particular safety actions are taken
4. Explain why safety procedures are introduced or changed
5. Provide feedback on employee-reported hazards and safety concerns.

The primary safety communication responsibility of the ELT at RTA, under the requirements of 673.23(c), is to actively and personally communicate the Safety Management Policy to all employees and contractors. Any changes to the Safety Management Policy must be approved and distributed to all employees. All approved policies are shared on the RTA SharePoint Intranet and through ADP. All employees are required to review and "acknowledge" all company policies in ADP.

Methods of communicating safety information to RTA employees include face-to-face meetings and interactions, sending agency-wide emails, posting and/or distribution of bulletins, department notices, Driver/Safety Alerts, and memoranda, sending electronic messages via the Computer-Aided Dispatch (CAD) system "Clever Devices", and through a quarterly Safety Department newsletter. Posted information can be found at a central location in each department easily accessible to employees. Note: Other efforts are currently in development stages such as the Safety Ambassador program which are intended to further support Safety Promotion and enhance two-way communication about safety initiatives and topics. Updates will be reflected in future versions of this Plan accordingly.

RTA's comprehensive employee safety promotion program includes the following elements:

- Facility/location safety inspections and audits with written reports and follow-up responses to employees as appropriate;
- Periodic employee awareness training;
- Periodic safety blitz or "stand-down" events;
- Quarterly safety meetings;
- Mandatory crisis awareness and de-escalation training for operations and maintenance personnel;
- Employee safety, security, and emergency management training programs delivered by the corresponding department under the direction of the CSSEM;
- SMS training and workshops hosted by the Safety Department by request;
- Safety posters, and posting of reports, information, statistics, data, notices, bulletins, awareness campaigns, flyers, health services, employee assistance programs and other safety information in employee work areas;
- Information on hazards and safety risk relevant to transit workers' roles and responsibilities;
- Updates on any actions taken by RTA in response to reports submitted through the ESRP;
- Annual worker right-to-know programs and industrial safety training; and
- Periodic insurance carrier/broker assessments.

4.2.1 Safety Committees

The SMSSC and the LMSC both play integral roles in promoting safety within the organization, fulfilling key elements of the SMS framework.

The SMSSC, led by executive leadership, drives the strategic promotion of safety by guiding SMS implementation across all departments. It oversees safety goals, coordinates and manages CAPs, and advises on policy updates, such as the RTA Safety Management Policy (SAF3). Through this, the committee ensures safety remains a top priority, fostering a strong safety culture aligned with the ASP and supporting agency safety performance objectives.

The LMSC plays a vital role in promoting safety by creating a collaborative platform for front-line employees and management to discuss and review the safety program. Together, they address safety concerns, review workplace conditions, and ensure compliance with both labor and safety regulations. Importantly, the LMSC complies with statutory requirements in Title 49 U.S.C. § 5329(d), as amended by the Bipartisan Infrastructure Law, specifically subsections (1)(A) and (5)(A). By incorporating equal input from represented and non-represented staff, the LMSC fosters shared ownership of safety and compliance across the organization.

Together, these committees ensure the promotion of a proactive, collaborative, and compliant safety culture as part of the organization's SMS.

Members in both safety committees, in consultation with the Safety Department, shall ensure the results of cooperation between front-line employees and management are properly communicated with the entire agency, as required in 49 CFR Part 673.29(b). The primary means of communication are posting and making available official meeting minutes, as discussed in further detail in SAF5 and related procedures. Note: The Safety Department is currently reviewing ways to enhance messaging and communication with front-line employees, including bulletin boards in all facilities and the SharePoint intranet site.

(Also see *1.4.2.1 Safety Committee Requirements* Related to the SMS.)

4.2.2 Hazardous Materials

All maintenance and support personnel who are required to use chemicals and hazardous or toxic substances are trained in the safe use of such substances. Employees who move to new positions are provided training in the use of any new chemicals that they may be assigned to use by the supervisor.

RTA is responsible for developing procedures that ensure compliance with the hazardous materials standards by all RTA employees and implementing the SA process for hazardous materials.

The chemical, hazardous material and GHS Safety Data Sheet (SDS) review process is

incorporated into Maintenance Department procedures and training. All chemicals and hazardous materials used by RTA employees or in the RTA operating system shall be evaluated and approved by the CSSEM or his/her designee prior to use or testing of the product in accordance with the SOP.

The end user must ensure that the CSSEM has reviewed and provided written approval of the requested chemicals prior to procurement, including procurement utilizing blanket orders, petty cash, purchase cards, construction specifications or equipment specifications. Substitutes for chemical products and hazardous materials shall have prior CSSEM approval.

All users of any approved product must read the Evaluation/SDS Approval prior to using the product and follow all instructions and precautions. The CSSEM or his/her staff may conduct site visits where chemicals are being used to ensure that workers are aware of the hazards and that they are using the proper PPE.

4.2.3 Drug and Alcohol Compliance

RTA has developed a Drug & Alcohol-Free Workplace Policy (HC23) to ensure a safe environment for the public and RTA employees.

The Designated Employee Representative (DER; reports to the CSSEM) has primary responsibility for administering a Drug & Alcohol Testing Program in accordance with 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs and 49 CFR Part 655: Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations. HC23 establishes procedures for the Drug and Alcohol Testing Program, which is administered by the DER, in close coordination with Operations, Maintenance, and Human Resources Departments. The appendix section of HC23 includes both a list of DOT safety-sensitive positions under the current organizational structure, as well as a list of non-DOT (“RTA”) safety-sensitive position for which testing is conducted under RTA’s authority.

APPENDICES FOLLOW

APPENDIX A: 2026 SAFETY PERFORMANCE AND SAFETY RISK REDUCTION PROGRAM TARGETS

Safety Performance Targets are updated each calendar year based on actual safety and mechanical system failure data as reported by RTA. Safety and Security reporting for the previous three (3) years under NTD's Safety and Security Major and Non-Major criteria was accessed and reviewed in support of establishing all targets. All targets are established in accordance with FTA regulations and guidance except Preventability Rate Targets which are internally driven and not required by FTA. Mileage-based targets rely on the last three years of Vehicle Revenue Miles (VRMs) for each mode reported to NTD. VRMs by mode are displayed here, for reference:

VRMs by Mode for Previous Three Years (As Available in NTD)			
	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2022	5,747,849	780,415	1,037,001
2023	6,083,923	764,481	1,214,414
2024	5,603,314	805,047	1,091,274
3-Year Average	5,811,695	783,314	1,114,230

This appendix is divided into three sections, one for each of the two required target-types-- SPTs and RRPTs, and a third for preventability rate targets by mode. The target calculation criterion from FTA's SPTs Guide v3, is provided with each target for reference.[26]

SPTs (Excluding Those That Overlap with RRPTs)

S4. Pedestrian Collision Rate - # of pedestrian collisions/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	0.0000002	0.0000026	0.0000000

S5. Vehicular Collision Rate - # of vehicular collisions/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	0.0000036	0.0000247	0.0000039

S6. Fatalities - # of fatalities

[26] https://www.transit.dot.gov/regulations-and-programs/safety/public-transportation-agency-safety-program/safety-performance

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	0	0	0

S7. Fatality Rate - # of fatalities/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	0.0000001	0.0000000	0.0000000

S8. Transit Worker Fatality Rate - # of transit worker fatalities/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	0.0000000	0.0000000	0.0000000

S11. Transit Worker Injury Rate - # of transit worker injuries/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	0.0000008	0.0000013	0.0000009

S14. System Reliability – VRM/ # of major mechanical system failures (mean distance between major mechanical system failure)

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target (miles)	7,131	23,039	31,835

* Currently, there are seven (7) overlapping targets. The following SPTs overlap with RRPTs: **S1, S2, S3, S9, S10, S12,** and **S13**. Where any SPT is a duplicate of any RRPT, the RRPT takes precedence to avoid any conflict and to ensure compliance with FTA regulations.

RRPTs

Note: RRPTs are formally established by the LMSC as required in 49 CFR Part 673.19(d)(2). Official RRPTs are found in meeting minutes and other materials maintained exclusively by the LMSC. These materials are available on the RTA SharePoint, Safety Committees site. To the extent practicable they are included here, however, these are *for reference only*.

R1. Major Events - # of major safety and security events[27]

[27] Whereas FTA previously directed transit agencies to omit security events from its targets related to "major events" pg. 14 of the NSP now states "all safety and security major events as defined by the NTD."

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	24	67	5

R2. Major Event Rate - # of major safety and security events/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	0.0000042	0.0000855	0.0000048

R3. Collisions - # of collisions reported

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	23	23	5

R4. Collision Rate - # of collisions/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	0.0000039	0.0000289	0.0000045

R5. Injuries - # of injuries as defined by the NTD reported

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	44	11	10

R6. Injury Rate - # of injuries as defined by NTD/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	0.0000076	0.0000140	0.0000087

R7. Assaults on Transit Workers* - # of assaults on transit workers as defined by NTD

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	N/A	N/A	N/A

R8. Rate of Assaults on Transit Workers* - # of assaults on transit workers as defined by NTD/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	N/A	N/A	N/A

***** The RRPTs, “Assaults on Transit Workers” (#R7) and “Rate of Assaults on Transit Workers” (#R8) are not possible to set because the NTD has not yet collected three (3) years of data on “assaults” as defined by FTA.

Preventability Rate Targets By Mode

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	1.62	2.97	1.43

Determinations of preventability have no bearing on any SPTs or RRPTs per FTA guidance.

Note: A collision that is counted for internal benchmarks may not necessarily constitute a reportable collision in NTD.

General Notes

The NTD defines a safety event as a collision, derailment, fire, hazardous material spill, act of nature (Act of God), evacuation, or other safety occurrence not otherwise classified occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle and meeting established NTD thresholds.

Refer to page 12 of the NSP for descriptions of each SPM used in developing these targets.[28]

For the purpose of establishing targets, safety events involving non-revenue vehicles are not included as they are not generally reported to NTD. Safety events involving RTA maintenance employees operating revenue service vehicles *are* included for their respective mode as these are reported to NTD. Occupational injuries taking place in administrative or non-revenue facilities or otherwise not meeting an NTD reportable threshold are *not* included.

All measures related to assaults on transit workers, by definition, include both major and non-major events.

All rates are calculated using VRM for the corresponding mode as reported to NTD, unless otherwise noted.

[28] https://www.transit.dot.gov/regulations-and-programs/safety/national-public-transportation-safety-plan

Under previous FTA guidance, injuries were considered only those which are reported to NTD either as a major or non-major event but excluding assaults or other security events. Now, per page 14 of the NSP, RTA's interpretation of the requirement is that all injuries are included regardless of event type.[29]

For "Transit Worker Injury Rate" FTA has clarified in its guidance that this includes the categories "transit employee/contractor," "transit vehicle operator," and "other transit staff."[30]

SPTs are formally made available to the agency's Metropolitan Planning Organization (MPO), the Regional Planning Commission (RPC), per the requirements of 49 CFR Part 673.15(a), and to LADOTD annually for review and comment prior to finalizing the ASP. Refer to the Agency Safety Plan Revision SOP #004-002.

[29] See FTA Safety Performance Targets Fact Sheet (https://www.transit.dot.gov/sites/fta.dot.gov/files/2020-08/SafetyPerformanceTargetFactSheet_20200814.pdf)

[30] See pg. 7 of the Safety Performance Targets Guide v3 (https://www.transit.dot.gov/regulations-and-programs/safety/public-transportation-agency-safety-program/safety-performance)

APPENDIX B: ORGANIZATIONAL CHART

APPENDIX C: DEFINITIONS/ACRONYMS

Definitions

The following definitions used in this document are consistent with 49 CFR Parts 625, 630, 670, 673, and 674. The source of each is noted in brackets, including the "SMS Glossary of Terms: FTA's Guide to Relevant Terms for SMS Development" of September 2016 shown as "[SMS]".

Accident – a type of safety event, typically a collision. Note: 49 CFR Part 673 no longer includes this term.

Accountable Executive – a single, identifiable person who has ultimate responsibility and accountability for the implementation and maintenance of the ASP; responsibility for carrying out the Transit Asset Management Plan (TAMP); and control or direction over the human and capital resources needed to develop and maintain both the Safety Plan in accordance with 49 USC § 5329 and TAMP. [673]

Assault on a Transit Worker – as defined under 49 USC § 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker. [673]

Advisory -- a notice from FTA to recipients regarding an existing or potential hazard or risk in public transportation that recommends recipients take a particular action to mitigate the hazard or risk. [670]

Agency Safety Plan (ASP) – a document adopted by a transit agency, including RTA, detailing its safety policies, objectives, responsibilities, and procedures.

Audit -- an examination of records and related materials, including, but not limited to, those related to financial accounts. Also see PTASP. [670]

BTW -- Behind-The-Wheel, a type of required Operator training.

Capital asset -- a unit of rolling stock, a facility, a unit of equipment, or an element of infrastructure used in public transportation. [625]

CEO -- Chief Executive Officer of the Regional Transit Authority.

CSFO -- Chief Strategic and Financial Officer of the Regional Transit Authority.

Chief Safety, Security, and Emergency Management Officer (CSSEM) – an adequately trained individual who has responsibility for safety and reports directly to an RTA chief executive officer, president, or equivalent officer. [673]

CM -- Construction Manager of the Regional Transit Authority.

CMC – Configuration Management Committee, a Subcommittee of the SMS Steering Committee

Consequence -- the potential outcome(s) of a hazard. [SMS]

Continuous Improvement -- a process by which a transit agency examines safety performance to identify safety deficiencies and carry out a plan to address the identified safety deficiencies. [SMS]

Contractor -- an entity that performs tasks on behalf of RTA, FTA, a State Safety Oversight Agency, or other rail transit agency, through contract or other agreement [674], including tasks required for rail compliance.

For example, contractors could handle any portion of a major construction infrastructure project, handle daily switch inspections, or monthly substation maintenance. A contractor is a third party hired by the agency to fulfill a rail compliance need. The rail transit agency may not be a contractor for the oversight agency.

CTO –Chief Transit Officer (formerly Chief Operating Officer)

Corrective Action Plan (CAP) -- a plan developed by RTA (as a recipient and rail transit agency) that describes the actions that RTA will take to minimize, mitigate, correct, or eliminate risks and

hazards, and the schedule for taking those actions. Either a State Safety Oversight Agency or FTA may require RTA to develop and carry out a corrective action plan. [670, 674, SMS]
DBE -- Disadvantaged Business Enterprise.
Directive -- a formal written communication from FTA to one or more recipients which orders a recipient to take specific actions to ensure the safety of a public transportation system. [670]
EEO -- Equal Employment Opportunity.
FTA – the Federal Transit Administration (FTA) is an operating administration/agency within the United States Department of Transportation (USDOT). [670, 673, 674]
FMLA -- Family Medical Leave Act
FRA – the Federal Railroad Administration (FRA), an agency of the United States Department of Transportation (USDOT). [674]
Grade Crossing (as defined in the National Transit Database glossary) an intersection of roadways, railroad tracks, or dedicated transit rail tracks that run across mixed traffic situations with motor vehicles, streetcar, light rail, commuter rail, heavy rail or pedestrian traffic; either in mixed traffic or semi-exclusive situations.
Hazard – any real or potential condition that can cause injury, illness, or death; damage to or loss of a facility, equipment, rolling stock, infrastructure, property, system RTA; or damage to the local environment, or reduction of ability to perform prescribed function. [673, 674, SMS]
Hazard Analysis -- the formal activities to analyze potential consequences of hazards during operations related to provision of services. [SMS]
Hazard Identification -- formal activities to analyze potential consequences of hazards during operations related to provision of service. [SMS]
Incident – Generally, a type of safety event. RTA has also defined Incident as an unexpected event, including security-related incidents, involving RTA passengers or employees that is not related to an accident. Incidents of significant magnitude must be reported to state and/or federal authorities.
Investigation – the process of determining the causal and contributing factors of a safety event or hazard, for the purpose of preventing recurrence and mitigating safety risk. [673, 674]
Labor-Management Safety Committee (LMSC) – Established by SAF5, consists of a voting roster of 6 designated managers/directors and 6 representatives from the labor organization representing the plurality of the transit workforce at RTA, pursuant to 49 CFR Part 673 requirements.
Lagging Indicators -- provide evidence, through monitoring, that intended safety management outcomes have failed or have not been achieved. [SMS]
Leading Indicators -- provide evidence, through monitoring, that key safety management actions are undertaken as planned. [SMS]
Management of Change -- a process for identifying and assessing changes that may introduce new hazards or impact the transit agency's safety performance. If a transit agency determines that a change may impact its safety performance, then the transit agency must evaluate the proposed change through its Safety Risk Management process. [SMS]
Near miss – a narrowly avoided safety event. [673]
LADOTD -- the “State of Louisiana Department of Transportation and Development” which is the designated State Safety Oversight Agency for rail fixed guideway systems in the State of Louisiana.
National Public Transportation Safety Plan (NSP) – the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53 [673, 674] or authorized at 49 U.S.C. § 5329. [670]
NTSB -- the National Transportation Safety Board, an independent Federal agency. [674]
OCC -- Operations Control Center, also known as “Dispatch”
Occurrence – an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of RTA. [673, 674, SMS]

Organizational Accident -- an accident that has multiple causes involving many people operating at different levels of the respective agency. [SMS]
OCS – Overhead Catenary System.
Performance measure -- a parameter that is used to assess performance outcomes. [625]
Performance target – a specific level of performance for a given performance measure over a specified timeframe. [625, 673]
PHA -- Preliminary Hazard Analysis
Potential Consequence – the effect of a hazard [673]
PPE – Personal Protective Equipment
Practical Drift – the slow and inconspicuous, yet steady, uncoupling between written procedures and actual practices during provision of services. [SMS]
Program Standard (SSOPS) is a written document developed and adopted by LADOTD that describes the policies, objectives, responsibilities, and procedures used to provide safety and security oversight of rail transit agencies.
Public Transportation Agency Safety Plan (PTASP) -- the comprehensive agency safety plan for RTA that is required by 49 U.S.C. § 5329 and Part 673 [673], based on a Safety Management System.
Public Transportation Safety Certification Training Program (PTSCTP) -- the certification training program for Federal and State employees or other designated personnel who conduct safety audits and examinations of public transportation systems, and for employees of public transportation agencies directly responsible for safety oversight, established by FTA in accordance with 49 U.S.C. § 5329(c)(2), codified in 49 CFR Part 672. [674, 672]
RFP – Request for Proposals
Risk -- the composite of predicted severity and likelihood of the potential effect of a hazard. [674, SMS]
Risk mitigation – a method or methods to eliminate or reduce the effects of hazards. [673, 674, SMS]
Roadway – land on which rail transit tracks and support infrastructure have been constructed to support the movement of rail transit vehicles, excluding station platforms. [673]
ROW -- right-of-way. Also see Roadway.
RTA -- the New Orleans Regional Transit Authority.
Safety – the state in which the potential of harm to persons or property damage during operations related to provision of services is reduced to and maintained at an acceptable level through continuous hazard identification and safety risk management activities. [SMS]
Safety and Security Certification (SSC) -- the process applied to project development to ensure that all practical steps have been taken to optimize the operational safety and security of the project during engineering, design, and construction before the start of passenger operation.
Safety Assurance (SA) – processes within RTA SMS that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that RTA meets or exceeds its safety objectives through the collection, analysis, and assessment of information. [673, SMS]
Safety Deficiency – a condition that is a source of hazards and/or allows the perpetuation of hazards in time. [SMS]
Safety Management Policy – RTA's documented commitment to safety, which defines RTA's safety objectives and the accountabilities and responsibilities of its employees in regard to safety. [673, SMS]
Safety Management System (SMS) – the formal, RTA-wide approach to managing safety risk and assuring the effectiveness of RTA's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk. [670, 673, 674]

SMS Executive -- a Safety Officer or equivalent. [SMS]
Safety Performance Target (SPT) – a quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period. [673]
Safety Promotion – a combination of training and communication of safety information to support SMS as applied to RTA's system. [673, SMS]
Safety Risk – the composite of predicted severity and likelihood of the potential consequence(s) of a hazard. [673, SMS]
Safety Risk Management (SRM) – a process within RTA's SMS/Safety Plan for identifying hazards and analyzing, assessing, and mitigating the safety risk of their potential consequences. [673]
Safety Risk Mitigation -- the method or methods to eliminate or reduce the probability and/or severity of a potential consequence of a hazard. [673]
Security is defined as freedom from intentional danger for employees and passengers.
SIS -- the Service, Inspection, and Storage building for the RTA Canal Street and Riverfront streetcars located at the A. Philip Randolph Facility at 2817 Canal Street.
SMS Steering Committee (SMSSC) – executive-level safety committee established by SAF5
SRM – Safety Risk Management (see above).
SSCP -- Safety and Security Certification Plan
SSCRC -- Safety and Security Certification Review Committee
State Safety Oversight Agency (SSOA; SSO) – an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. § 5329(e) and the regulations set forth in 49 CFR part 674 [670, 673, 674, SMS].
TPA -- Third Party Administrator
Transit asset management (TAM) -- the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycle in order to provide safe, cost-effective, and reliable service. [625]
USDOT – United States Department of Transportation.

APPENDIX D: LIST OF SAFETY POLICIES AND STANDARD OPERATING PROCEDURES

This ASP references the following, related Organizational Policies and Standard Operating Procedures. Contact the Safety Department or refer to the RTA Intranet site for additional information.

ID	Title	Revision Date
004-100	Procedure for Performing Internal Safety Management Audits (ISMA)	11/09/2023
004-002	Agency Safety Plan Revision	10/07/2022
SAF-SOP-002	Safety Event Investigation	6/15/2020 (revision in progress)
004-006	Safety Assurance of Safety Critical Areas	10/20/2020
004-007	On-Call Safety Representative Procedures	10/5/2021
004-008	First Aid Cabinets	3/24/2022
004-009	Working in Hot Weather	3/24/2022
004-010	Management of Change Procedure	12/27/2023
004-011	Labor-Management Safety Committee SOP	12/13/2024
004-101	Right of Way Permit Procedure	10/03/2024
SAF-SOP-001	Safety Risk Management	10/31/2025
EM-SOP-001	Passenger Evacuation	02/06/2025
EM-SOP-002	Emergency Transportation	10/10/2025
HC23	RTA Drug and Alcohol Free Workplace Policy	12/14/2023
SAF2	RTA Distracted Driving Policy	2/23/2021
SAF3	RTA Safety Management Policy	6/28/2022
SAF4	RTA General Accident and Injury Policy	2/23/2021
SAF5	RTA Safety Committee Structure	1/23/2023
SAF6	RTA Personal Protective Equipment Policy	8/24/2021
SAF7	State of Emergency and Disaster Recovery	Pends
	Safety and Security Certification Plan	11/03/2023

	RTA All Hazards Plan	8/17/2022
	RTA Exercise Plan	10/28/2022
	RTA Employee Safety and Health Handbook	10/16/2023
	Roadway Worker Protection Manual	12/2/2025
	Streetcar Rulebook (revision in progress incorporating RWP requirements)	Pends

APPENDIX E: SMS IMPLEMENTATION PLAN

New Orleans Regional Transit Authority

Multi-Year Strategic Plan
for
Safety Management System Implementation

Updated: For 2026 ASP

Policy Statement for Safety Management System Implementation

RTA is committed to improving the quality and effectiveness of its system-wide safety management programs aimed at reducing safety risk and eliminating or controlling hazards. This Safety Management System (SMS) Implementation Plan (or SIP) identifies several interrelated tasks that will help RTA achieve its safety objectives, which are outlined in Safety Management Policy (SAF3). The SMS methods and tools that we will use to carry out these tasks, and detailed descriptions of the key roles throughout the agency for accomplishing this important work, are contained in RTA's Agency Safety Plan (ASP).

The goal of the SIP is to identify, coordinate, and direct activities relative to the implementation of RTA's SMS on a system-wide basis under all applicable FTA requirements. The SIP provides key performance objectives and milestones that are instrumental in implementing SMS and have been tracked since its adoption at RTA in 2020.

Very intentionally, the SIP is designed to be reviewed and updated annually, along with the companion ASP and other SMS documents. In close coordination with the executive leadership team, the Safety Department will leverage these reviews to ensure we are on the right path toward achieving a mature SMS.

SMS Implementation Plan (For Complete Notes, Refer to SMSSC Meeting Materials)

Status Column Key: IP = In Progress; AC = Almost Complete; C = Complete

SIP ACTION ITEMS	Source	2025 Status	Dept. Responsible	Subtasks
Perform a document audit to establish all current documented procedures and identify gaps.	2020 SIP: SMS Documentation	IP	Safety	New Policies and SOPs are being updated and/or developed to account for in-house transition effective Dec. 2020, and to address identified gaps. Safety continues to participate in assessments and drafting of new policies, SOPs, and other documents.
	2020 SIP: SMS Documentation	C	Finance	New Director Internal Audit & Compliance is conducting an assessment and creating an SOP catalogue.
	2020 SIP: SMS Documentation	IP	Safety	Fully integrate SOP catalogue into annual ASP review and approval process, 1st year.
	2020 SIP: SMS Documentation	IP	Safety	Continue to integrate SOP catalogue into ongoing ASP review and approval cycle.
RTA Policy Manual (in development)	2020 SIP: SMS Documentation	C	HR	Complete Policy Manual.
	2020 SIP: SMS Documentation	C	HR	Establish employee intranet/ADP access and require sign-offs from employees.
	2020 SIP: SMS Documentation	C	Safety	Safety reviews Policies that were revised in preceding year, as part of annual ASP Review and Approval process.
Ensure that all departments have procedures and the necessary resources to support: hazard identification, risk assessment, tracking corrective actions to closure, and monitoring of mitigations (SA), including the use of appropriate tracking logs/risk registers.	2020 SIP: SMS Documentation	C	Safety	Perform updated/revised Gap Assessment of safety-critical documentation, focusing on alignment with SMS objectives.
	2020 SIP: SMS Documentation	IP	Safety	Develop SMS rollout plan for gradually shifting primary ownership of departmental SRM and SA processes from Safety to Departments.
	2020 SIP: SMS Documentation	IP	Operations Maintenance	Tie departmental logs/risk registers to DSC discussion, and subsequently, to ESSC escalation if warranted based on risk.
Review and revise all documentation annually, including the emergency preparedness plan, rulebooks, SOPs, safety policy statement, safety performance targets, SIP, and all other documentation supporting the ASP/SMS.	2020 SIP: SMS Documentation	C	Operations	Stand-up Operations Rulebook Committee with full support of all departments.
	2020 SIP: SMS Documentation	AC	Operations	Distribute final Operations Rulebook.
	2020 SIP: SMS Documentation	IP	Operations	Stand-up recurring (annual) review cycle for Operations Rulebook using Rulebook Committee approach.
	2020 SIP: SMS Documentation	C	Safety	Incorporate Rulebook and all Operations and Maintenance SOPs, policies, and handbooks into ISMA checklists and audits.
	2020 SIP: SMS Documentation	C	Safety	Incorporate Maintenance rules, policies, procedures and handbooks in ISMAs for Bus and Rail Maintenance.
	2020 SIP: SMS Documentation	IP	Operations Maintenance	Update/ develop new training and re-fresher training to account for new documentation.
	2020 SIP: SMS Documentation	C	SEP	Update SEPP and Hurricane Emergency Preparedness Plan
	2020 SIP: SMS Documentation	C	Safety	Incorporate review of SPTs in annual ASP review and update process.
	2020 SIP: SMS Documentation	C	Safety	Review and update the Safety Management Policy.
	2020 SIP: SMS Documentation	C	Safety	Review and update the SIP to be appended to the 2022 ASP.
Ensure that all customer concerns are captured from: public meetings; customer calls and electronic communications; and face-to-face interactions with RTA employees.	2020 SIP: SMS Documentation	C	Safety	Integrate Rideline IssueTrak and Vorex Help Desk logs into Safety Department Hazard Log.
	2020 SIP: SMS Documentation	C	Safety Operations	Discuss issues/complaints in Weekly coordination meetings.
	2020 SIP: SMS Documentation	C	Safety	Engage Planning and Scheduling in Quarterly review of recent hazards/concerns that may be associated with route or schedule.

SIP ACTION ITEMS	Source	2025 Status	Dept. Responsible	Subtasks
	2020 SIP: SMS Documentation	C	Safety	Review Board and RAC meeting minutes monthly for reported hazards and safety concerns; add to Hazard Log as appropriate.
Safety Department ensures this information is captured in logs/registers and elevates to ESSC or Executive-level management, as appropriate.	2020 SIP: SMS Documentation	C	Safety	Elevate consolidated Hazard Log items to ESSC based on assessment of risk, per ASP.
	2020 SIP: SMS Documentation	C	Safety	Include as checklist item during upcoming ISMA of Safety Department.
ESSC is re-established under a revised SOP/Charter to focus on SMS objectives.	2020 SIP: Safety Committee Structure	C	Safety	Monthly meetings are held and thorough report of agencywide accidents, incidents and occurrences is presented and discussed.
Establish a new hierarchy and reporting structure between the ESSC and Departmental Safety Committees (DSCs).	2020 SIP: Safety Committee Structure	C	Safety Operations Maintenance	Establish DSCs for: Bus & Rail Maintenance, Operations, and ENO.
	2020 SIP: Safety Committee Structure	C	Safety	Establish and finalize DSC Guidelines
	2020 SIP: Safety Committee Structure	AC	Safety	Establish Safety Department SOP for supporting/facilitating DSCs.
Educate the ESSC on the current Safety Management Policy Statement and their roles and responsibilities related to key safety objectives.	2020 SIP: Safety Committee Structure	C	Safety	Educate current ESSC members.
	2020 SIP: Safety Committee Structure	C	Safety	Provide technical assistance as necessary especially if ESSC roster changes significantly.
Incorporate safety objectives into meeting agenda.	2020 SIP: Safety Committee Structure	C	Safety	Incorporate safety objectives into ESSC meeting agenda.
Invite ATU Local 1560 to DSCs as appropriate.	2020 SIP: Safety Committee Structure	C	Safety	Invite ATU Local 1560 to DSCs.
Provide baseline SMS training to DSCs.	2020 SIP: Safety Committee Structure	IP	Safety	Provide baseline SMS 101 Training to DSCs.
Ensure that all departments appropriately elevate identified hazards and safety concerns to the ESSC's attention, in consultation with the Safety Department.	2020 SIP: Safety Committee Structure	AC	Safety	Promote elevation of hazards through DSCs
	2020 SIP: Safety Committee Structure	C	Safety	Promote elevation of hazards through recurring SMS 101 and other types of training.
Ensure DSCs use effective two-way communication related to hazards, safety concerns, and safety programs, and encourage participation in departmental SRM and SA processes.	2020 SIP: Safety Committee Structure	IP	Safety	Establish consistent, formal communication from Safety Department to DSCs relative to ESRP status, agency-wide, which hazards have been escalated to ESSC, and their status.
Task the Safety Department with providing technical assistance to DSCs as necessary to ensure effectiveness.	2020 SIP: Safety Committee Structure	C	Safety	Ensure Safety representatives provide continuous technical support to DSCs.
Establish Management of Change process including roles and responsibilities for all departments and elevation to the ESSC as necessary.	2020 SIP: Safety Assurance	C	Safety	
Finalize and document in the M of C process, all major changes that must be assessed through SRM:...	2020 SIP: Safety Assurance	C	Safety	Include in M of C organizational policy, the exact types of major changes that must be assess through SRM, in accordance with FTA and the ASP.
Prepare a document map to ensure that all changes in the organization are reflected in all critical documentation.	2020 SIP: Safety Assurance	C	Safety Finance	Prepare document map.
Develop and implement training on the new A/I Investigation procedure as appropriate.	2020 SIP: Safety Assurance	AC	Safety Operations	Develop new A/I SOP

SIP ACTION ITEMS	Source	2025 Status	Dept. Responsible	Subtasks
	2020 SIP: Safety Assurance	AC	Safety	Develop cheat sheet or other job aides to assist supervisors with conducting thorough and uniform investigations.
	2020 SIP: Safety Assurance	IP	Safety IT Operations	Finalize Clever Incident Management module integration for all modes and all user groups.
	2020 SIP: Safety Assurance	IP	Safety Training	Continue to implement and revise, as necessary, new training on A/I SOP and report writing.
Establish process whereby Safety Department leads SA activities and concerns are elevated to the ESSC as necessary.	2020 SIP: Safety Assurance	C	Safety	Continue to follow SOP for SA of Safety-Critical Areas. Follow DSC Guidelines and Safety Committee Policy for escalating hazards and concerns to the ESSC as necessary.
Distribute SA findings through the Safety Committees and other means.	2020 SIP: Safety Assurance	C	Safety	Incorporate SA findings into ESSC.
	2020 SIP: Safety Assurance	C	Safety	Incorporate SA findings into DSC meetings.
	2020 SIP: Safety Assurance	C	Operations Training	Re-introduce operator trail checks and annual evaluations, formerly performed by instructors and supervisors.
Ensure that all corrective actions for ineffective mitigations identified through the SA process are fully documented.	2020 SIP: Safety Assurance	C	Safety	Provide link to CAP process in SA for Safety-Critical Areas SOP.
	2020 SIP: Safety Assurance	C	Safety	Include in next ISMAs to ensure SA corrective actions are documented appropriately.
Implement the program as described in the ASP. Provide regular updates to the Executive-level management and the ESSC.	2020 SIP: Employee Safety Reporting	C	Safety	Lead and facilitate ESRP process in accordance with ASP.
	2020 SIP: Employee Safety Reporting	C	Safety	Report out process in ESSC meetings.
Revise and finalize an official hazard-/unsafe behavior-reporting form.	2020 SIP: Employee Safety Reporting	C	Safety	Safety hazard reporting form
	2020 SIP: Employee Safety Reporting	C	Safety	Disseminate form to departments and provide technical assistance as necessary.
Re-establish a safety hotline (pending staffing plan and transition to in-house O&M responsibilities). Set up email “hotline” option in the interim.	2020 SIP: Employee Safety Reporting	C	Safety	Re-establish safety hotline and email "hotline" option.
Establish Safety Department protocols for managing the safety hotline.	2020 SIP: Employee Safety Reporting	C	Safety	Establish and implement Safety Department protocols for managing the safety hotline.
When ready to launch, initiate robust training on the employee safety reporting program.	2020 SIP: Employee Safety Reporting	C	Safety	Launch SMS 101 training that includes an ESRP component.
Develop a centralized system where all hazards and safety concerns can be placed for Safety Department analysis and to aid communication efforts.	2020 SIP: Employee Safety Reporting	C	Safety	Launch Vorex Helpdesk application and run regular reports to assess whether ESRP is meeting objectives.
Ensure that all hazard identification, assessment, and mitigation activities are led by the Safety Department and are properly documented, tracked and shared, through Safety Committees, newsletters, bulletins, and other means.	2020 SIP: Communication of Safety Info.	C	Safety	Logs are separated into internal and external responsibilities and addressed accordingly.
	2020 SIP: Communication of Safety Info.	C	Safety	Employees to continue to report any hazards and potential hazards while working in the field or at any facility.
	2020 SIP: Communication of Safety Info.	C	Safety	Present ESRP status update at least once annually through ESSC.
Centralize management of training; use a matrix for monitoring compliance with program requirements.	2020 SIP: Training	C	HR	Centralize management of training.
Develop Training Plan (to be maintained by the CSO and provided to SSO/FTA by request).	2020 SIP: Training	C	Safety	Develop PTSCTP Training Plan for Key SMS Personnel in accordance with ASP and FTA requirements.
Establish 3-year plan for engaging external training providers, including TSI, NSC, and others.	2020 SIP: Training	AC	Safety Operations	Establish 3-year plan for engaging external training providers.
The training policy needs to include safety-related training for all employees and contractors. The Safety Department will monitor each department’s compliance with stated training requirements.	2020 SIP: Training	IP	Safety HR	Add Safety review process to the management of agency-wide training in Neogov or other centralized database.
The training policy needs to include specific requirements and monitoring activities for contractor safety training. (Note: the original emphasis of this SIP item was to ensure the compliance of O&M	2020 SIP: Training	C	Safety	Incorporate training requirements into Safety's review of upcoming contracts, focusing on long-term contracts (e.g. Security) and capital projects.

SIP ACTION ITEMS	Source	2025 Status	Dept. Responsible	Subtasks
contractor staff designated as having key SMS responsibilities. To the extent that all O&M functions are in-house, this item has been removed from the SIP, it no longer applies.)				
Develop and provide biennial refresher training after completion of initial requirements per 49 CFR Part 672, which must require one hour of safety oversight training.	2020 SIP: Training	C	Safety	Establish biennial refresher training requirements in accordance with 49 CFR Part 672.
Participate in ferry operator-led safety meetings; hold joint meetings	2020 SIP: Miscellaneous	C	Safety Marine	Participate in ferry operator-led meetings; Invite ferry operator to ESSC meetings.
Drug & Alcohol Program is in development and will be aligned with organizational structure changes, effective October 1, 2020.	2020 SIP: Miscellaneous	C	Safety	Revamp Drug & Alcohol Program
Ensure that exercises (e.g., full-scale, tabletop) are held annually, both internally and with external agencies.	2020 SIP: Miscellaneous	C	Safety SEP	Establish an annual emergency exercise program, including annual drills and exercises both internally and with external agencies.
RTA should consider developing a daily train operator clearance that contains system conditions inclusive of defects, restrictions and advisories.	2021 APTA Peer Review	IP	Operations (0-2)	RTA should consider developing a daily train operator clearance that contains system conditions inclusive of defects, restrictions and advisories.
RTA should consider elevating the authority of at least one person now identified as a "dispatcher" to the position of [rail] "controller" • A controller would be considered in charge of the entire rail/streetcar system and would know what's going on along the entire rail line at all times, including if there's any work being conducted on the right-of-way and if there's an accident/incident (to relay back to all operators along those lines).	2021 APTA Peer Review	IP	Operations (0-3)	RTA should consider elevating the authority of at least one person now identified as a "dispatcher" to the position of [rail] "controller" • A controller would be considered in charge of the entire rail/streetcar system and would know what's going on along the entire rail line at all times, including if there's any work being conducted on the right-of-way and if there's an accident/incident (to relay back to all operators along those lines).
The panel recommends that there be clear lines of roles and responsibilities in the OCC. A standard operating procedure may need to be developed on this. In addition, the panel recommends that rail and bus oversight responsibilities be separated in the OCC (i.e., have bus dispatchers and rail controllers in the OCC).	2021 APTA Peer Review	IP	Operations (0-4)	The panel recommends that there be clear lines of roles and responsibilities in the OCC. A standard operating procedure may need to be developed on this. In addition, the panel recommends that rail and bus oversight responsibilities be separated in the OCC (i.e., have bus dispatchers and rail controllers in the OCC).
RTA should consider developing a formalized training program for rail controllers. Formalized training should include at a minimum Rail Rulebook, SOPs, red tag procedures and RWP. APTA standard RT-OP-S-005-03, Rev. 3, "Operations Control Centers," should be used to develop the framework. Also, RTA may want to include outside contractors in the development of the red tag procedures (as they are involved). An example of this would be the city repairing lights along the ROW.	2021 APTA Peer Review	IP	Operations (0-5)	RTA should consider developing a formalized training program for rail controllers. Formalized training should include at a minimum Rail Rulebook, SOPs, red tag procedures and RWP. APTA standard RT-OP-S-005-03, Rev. 3, "Operations Control Centers," should be used to develop the framework. Also, RTA may want to include outside contractors in the development of the red tag procedures (as they are involved). An example of this would be the city repairing lights along the ROW.
The panel recommends that RTA consider formal training for all dispatchers/controllers. This could be done in-house or by a third-party vendor.	2021 APTA Peer Review	IP	Operations (0-8)	The panel recommends that RTA consider formal training for all dispatchers/controllers. This could be done in-house or by a third-party vendor.
The panel also recommends that RTA consider updating its radio system to be more reliable and for better communication. • The panel recommends that RTA investigate the issue with the radios, speak with other transit agencies and review APTA standards on radios (in order to potentially upgrade the system).	2021 APTA Peer Review	IP	Operations (0-9)	The panel also recommends that RTA consider updating its radio system to be more reliable and for better communication. • The panel recommends that RTA investigate the issue with the radios, speak with other transit agencies and review APTA standards on radios (in order to potentially upgrade the system).
RTA should consider using identifying markers or signage for entry and exit points (examples include paddles, disks, etc.), and these should be identified in a rulebook and in RTA's overall RWP program.	2021 APTA Peer Review	IP	Rail Maintenance (M-2)	RTA should consider using identifying markers or signage for entry and exit points (examples include paddles, disks, etc.), and these should be identified in a rulebook and in RTA's overall RWP program.
The panel recommends that RTA consider developing a right-of-way safety training (and documentation) for external stakeholders/contractors. This right-of-way training for external stakeholders/contractors could be done in-house at RTA or through a third-party company.	2021 APTA Peer Review	IP	Safety (S-8)	The panel recommends that RTA consider developing a right-of-way safety training (and documentation) for external stakeholders/contractors. This right-of-way training for external stakeholders/contractors could be done in-house at RTA or through a third-party company.

APPENDIX F: RBI PROCEDURES MANUAL

New Orleans Regional Transit Authority Risk-Based Inspection Procedures Manual

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Acronyms

BIL	Bipartisan Infrastructure Law
CAP	Corrective Action Plan
CFR	Code of Federal Regulations
DOTD	Louisiana Department of Transportation and Development
FTA	Federal Transit Administration
IIJA	Infrastructure and Investment Jobs Act
LAC	Louisiana Administrative Code
NORTA	New Orleans Regional Transit Authority
RBI	Risk-Based Inspection
RFGPTS	Rail Fixed Guideway Public Transportation System
RTA	Rail Transit Agency
SOP	Standard Operating Procedure
SSO	State Safety Oversight
SSOA	State Safety Oversight Agency
SSOPS	State Safety Oversight Program Standard
TTP	Technical Training Program
USC	United States Code
WLA	Workload Assessment

1. Introduction

This document provides risk-based inspection procedures specific to the New Orleans Regional Transit Authority (NORTA), the RTA subject to the Louisiana Department of Transportation and Development (DOTD) State Safety Oversight program. The DOTD SSO and NORTA risk-based inspection procedures were developed in collaboration between DOTD and RTA staff. Collaboration included onsite meetings, conference calls, and emails between DOTD and NORTA staff. The following procedures will be reviewed and updated annually using the collaborative process defined within the Program Standard and the PTASP.

The SSO's risk-based inspections do not replace NORTA's other regularly scheduled inspections of infrastructure, equipment, records, personnel, and data.

1.1 NORTA Streetcar System Overview

NORTA currently operates historic streetcar vehicles across 39 track miles on four lines: Canal-Cemeteries, Canal-City Park, Riverfront, and St. Charles. The Rampart/St. Claude line is slated to re-open in spring 2024 after incurring extensive damage to its infrastructure during the 2019 Hard Rock Hotel collapse.

The St. Charles line is the oldest continuously operating streetcar railway in the world. The current fleet of streetcars associated with the St. Charles line are 100 years old, going back to the last significant upgrade of rolling stock in the 1920s. The line, its unique green streetcars, and its main maintenance and storage facility are on the National Register of Historic Places. The other lines operating in the city are the result of a general capital projects plan to return streetcar service to several former lines or to supplement highly trafficked bus corridors since the late 1990s and early 2000s.

As of 2022, the system contained a fleet of 21 streetcars operated in maximum service and two facilities: the Carrollton Transit Station and Streetcar Maintenance Barn located in Uptown New Orleans on the 8200 block of Willow Street, and the Canal Street Streetcar (SIS) facility, located behind the A. Randolph Operations Center on the 2800 block of Canal Street.

The streetcars are electric-powered and run on an overhead catenary system that propels vehicles forward. The streetcars operate at-grade and frequently in mixed traffic, though most track proceeds down median or "neutral ground" right-of-way. All intersections are unprotected grade crossings, and rail operators manually control the streetcars using line-of-sight.

1.2 FTA Special Directive 22-32

On October 21, 2022, FTA issued Special Directive 22-32, under authority of 49 U.S.C. § 5329 (k) and 49 CFR Part 670, requiring DOTD, as the Louisiana SSOA, to develop and implement a risk-based inspection program. According to the Special Directive, a risk-based inspection program uses qualitative and quantitative data analysis to inform ongoing inspection activities. Risk-based inspection programs are designed to prioritize inspections to address safety concerns and hazards associated with the highest levels of safety risk.

As described in 49 U.S.C. § 5329(k), the State Safety Oversight Agency (SSOA) must develop policies and procedures for inspection access and data collection in consultation with each rail transit agency (RTA) that the SSOA oversees. The policies and procedures must address SSOA authority and capability to enter and conduct inspections of the rail fixed guideway public transportation system (RFGPTS),

including access for inspections that occur with and without advance notice. Additionally, the policies and procedures must address how the SSOA will collect data from each RTA to support its risk-based inspection monitoring and prioritization activities, including data that the RTA collects when identifying and evaluating safety risk. The risk-based inspection program must be implemented in a way that is commensurate with the size and complexity of each RTA that the DOTD SSOA oversees.

As the only RFGPTS in Louisiana, NORTA created this RBI Procedures Manual in collaboration with DOTD, which is included as an appendix to its Agency Safety Plan. It includes procedures specific to the agency and access to its facilities, announced and unannounced inspections, data collection and sharing, communications, and other interactions with the SSO for RBI processes.

2. RTA Access and Inspection Procedures

The section outlines NORTA's procedures for providing safe and secure access to DOTD SSO Program staff and contractors to all agency infrastructure, equipment, records, personnel, and data for the purposes of risk-based inspection, as is required by 49 U.S.C. § 5329(k)(1)(B) and 49 U.S.C. § 5329(k)(3).

2.1 Communication Before Inspections

DOTD SSO Program staff, including support contractors, will conduct a minimum of four inspections each year at NORTA. In general, two of the inspections will be scheduled and conducted with notice as outlined below, and two inspections will be conducted without advanced notice. For each announced inspection, DOTD will initiate communication around upcoming risk-based inspections through an email to NORTA's Chief Safety, Security & Emergency Management Officer (CSSEM). For each unannounced inspection, DOTD will call NORTA's CSSEM upon arrival.

2.1.1 Inspections with Notice

Announced inspections are scheduled in advance, and the timeline for this advanced notice is based on the SSOA's risk-based inspection prioritization procedures. When scheduling an announced inspection, DOTD's SSO Program Manager emails NORTA's CSSEM or other designated RTA personnel with an agenda or itinerary of what functional areas and locations will be included in the inspections. This will ensure that appropriate RTA personnel are available to escort SSOA personnel into non-public areas of operation. In addition to identifying the equipment and infrastructure that will be inspected, this advanced communication will also confirm practices to be observed and records or other documents to be reviewed. The RTA CSSEM or other appropriate RTA personnel are responsible for preparing opportunities to observe requested practices and review requested records.

2.1.2 Inspections without Notice

Unannounced inspections will be conducted throughout the year. The DOTD SSOA has the authority and capability to conduct inspections without notice, and these inspections can occur at any time deemed necessary based on the SSOA's review of risk-based inspection data. An unannounced inspection is one in which the SSOA notifies the RTA when inspectors arrive onsite for inspection.

Upon arrival, DOTD's SSO Program Manager will call the RTA's CSSEM or other designated personnel of the intent to conduct an unannounced inspection. This call will include the inspection's purpose, locations, and RTA staff requested to attend. NORTA's CSSEM will confirm the details and call facility specific contacts for escort. These designated contacts must meet inspectors within two hours of arrival.

2.2 Access to RTA Properties

2.2.1 Publicly Accessible Areas

DOTD staff and contractors may conduct inspections of publicly accessible areas without notice to the RTA. At its discretion, DOTD may provide notice to the RTA of inspections of publicly accessible areas. DOTD may request an RTA escort during inspections of publicly accessible areas.

2.2.2 Access Procedures and Escorts for Non-Publicly Accessible Areas

DOTD SSO staff will not enter publicly inaccessible areas without an RTA escort. SSO staff, including support contractors, will inform the RTA CSSEM when staff are onsite and are inspecting non-publicly accessible areas. When arriving at RTA's property, DOTD staff will gather at a safe location, such as a main entrance or reception area, and await an RTA escort.

RTA staff serve as escorts and will accompany DOTD SSO staff during inspections of publicly inaccessible areas. The CSSEM will identify the escort for inspection at each facility, as there are safety personnel available at each. RTA staff must meet inspectors within 2 hours of their arrival.

NORTA has provided security badges to SSO staff and contract support for access to secure areas. If needed, the SSO has the ability to access secure areas without escort, but in doing so it assumes the risks and liabilities associated.

2.2.3 Inspection Safety Certification and Training

The DOTD SSOA will comply with all safety procedures established by both DOTD and NORTA for conducting inspections at RTA properties. The SSOA will ensure that all personnel leading inspections have been trained and certified according to 49 CFR Part 672, PTSCTP, TSSP, and RTA specification to safely access RTA properties and alignments, and all inspector certifications and trainings are documented in the SSO's Technical Training Plan.

The RTA has input on core competency trainings which are required before SSOA staff and contractors may conduct inspections in designated areas. During the SSO and NORTA's Monthly Safety Coordination Meetings, a standing risk-based inspection agenda item serves as the opportunity to discuss and update agency-specific training requirements. Outside of this monthly meeting, NORTA's safety team will provide information on upcoming trainings to the SSO as soon as they have been finalized, providing as much advanced notice as is feasible so SSO can determine whether program staff or contractors need to attend.

2.3 Inspection Practices

2.3.1 DOTD Inspection Reports

At the conclusion of each inspection, a verbal summary of the inspection results will be conveyed to the RTA CSSEM or other appropriate RTA personnel. Within 30 calendar days of the inspection, DOTD's SSO Program Manager SSOA DOTD will send a formal report to the RTA for comment and consideration. The RTA will have 10 calendar days to respond, and a final report will be issued within 10 calendar days of either nonresponse or a response by the RTA.

At a minimum, the report will include the functional area or location that was the subject of the inspection, a brief description of any issues noted, and any possible deficiencies or possible remedial actions the RTA should consider. All reports will use objective language and reference objective data,

including measurements and photographs where possible to document issues noted during the inspection.

2.3.2 Immediate Safety Concerns

An immediate safety concern is one that could cause substantial risk of death or injury to riders, employees, or significant impacts to infrastructure. If at any time during an inspection an immediate safety concern is identified by the SSOA inspectors, their first priority will be to ensure their own safety and the safety of others present.

In any instance where inspections identify an immediate safety concern, inspectors will notify NORTA's CSSEM or a designee and follow the safety protocols in NORTA's Accident/Incident Investigation SOP. NORTA's safety escort will also contact dispatch if necessary. Depending on the circumstances, inspectors may also need to notify law enforcement personnel. The SSOA's Lead Inspector will work with RTA staff to ensure personnel are in a safe location and to reassess the safety of the inspection team. If the inspection cannot safely continue, then DOTD or the RTA may immediately cancel the inspection. Cancelled inspections for safety concerns will be documented within the inspection report. DOTD may consider the inspection complete or may re-schedule the inspection at a future date.

If the inspection can safely continue, then the inspection team will document and photograph the safety concern observed and discuss the issue with the SSOA and RTA present. At the conclusion of the inspection, the SSOA will email the RTA's CSSEM and other designated staff within 24 hours to explain the immediate safety concern observed. Depending on the nature of the safety concern, RTA personnel will have 10 calendar days to address the concern with either the development of a corrective action plan (CAP) or other mitigation measures as necessary to address the identified concern. Mitigation measures must be submitted to the SSOA within the 10-day period.

If the concern requires immediate mitigation, the RTA will follow up with their mitigation measures in writing within 10 calendar days of notification. NORTA will manage immediate safety concerns in compliance with its ASP prescribed safety risk management processes and in alignment with the DOTD SSO Program Standard.

2.3.3 Inspections of Equipment, Infrastructure, & Practices Specific to Each RTA

The DOTD SSOA will conduct inspections on the various procedures used to maintain RTA equipment, infrastructure, and practices of each RTA throughout the course of an audit cycle. The areas and locations for inspection will be determined through the RBI prioritization process. The various inspection types will also be contingent upon the size and complexity of the RTA. At NORTA, inspections will include but are not limited to the following:

Equipment

- Streetcars
- Maintenance equipment
- Communications equipment
- Security equipment
- Ticketing and fare collection equipment
- Software

Infrastructure[31]

- Fixed guideway tracks and switches
- Electric power supply: overhead catenary system, substations
- Streetcar maintenance facilities
- Signals and signage
- Stops/stations
- Right-of-way

Practices

- Trainings
- Operations SOPs
- Maintenance SOPs
- Emergency procedures
- Safety plans and SMS practices
- Procurement

As NORTA's Streetcar system changes over time, this list will change as well.

2.3.4 Event Verification

The DOTD SSOA reviews and eventually adopts all accident and incident reports. Included in that process will be an investigation of successful event scene repair by the RTA; verification that other similar parts of the operation, facilities, or track locations are investigated to determine if like conditions could result in similar incidents; and evaluation of whether the RTA is conducting investigations into similar scenes throughout their operations. If an event occurs, NORTA will follow its Streetcar Accident/Incident Investigation SOP and reporting practices as described in Section 3.5.1 of its Agency Safety Plan.

2.3.5 Ongoing Monitoring

As part of the RBI process, the DOTD SSOA will monitor not only the physical aspects of RTA facilities and equipment, but also the conduct and performance of personnel involved in day-to-day operations. The RBI process will analyze data to generate a prioritized list of operational aspects that should be monitored to ensure conformance with RTA procedures and processes. This will include monitoring operations centers, maintenance facilities, and training activities. During the SSOA's risk-based inspections, agency personnel will be observed according to DOTD's RBI Procedures Manual. To support these observations, the CSSEM or other designated RTA staff will ensure access to operations, maintenance, and training facilities and activities in accordance with the Access to RTA Properties section outlined above.

2.3.6 Defects and Corrective or Remedial Actions

The DOTD SSOA has an effective CAP tracking mechanism that ensures timely safety concerns are effectively mitigated. NORTA coordinates with DOTD on the management of hazards that meet or exceed the reporting threshold established by the RTA. The RTA uses a secure online spreadsheet shared with the SSOA to report hazards, document hazard related corrective actions, and keep DOTD informed on the status of open hazards. Within 24 hours of the occurrence or discovery of a hazard

[31] In many cases, signals, signage, and right-of-way are owned and maintained by the City of New Orleans. If the need arises for inspecting infrastructure that is city controlled, SSO staff and contractors will follow NORTA's protocols for coordinating with City agencies.

meeting the reportable threshold, the RTA must notify DOTD of the hazard using the shared spreadsheet and by email.

As hazards are input into the shared spreadsheet, they are added to the document's hazard log. The log includes the date the hazard was discovered, the location and description of the hazard, an initial risk assessment including probability and severity, the responsible RTA department(s) or employee(s) tasked with resolving the hazard, and the status of the hazard resolution.

DOTD requires NORTA to submit a consolidated hazard log for all open hazards quarterly. DOTD will complete a review of the hazard log within 15 calendar days of receipt, with results of the review provided to the RTA's CSSEM. DOTD's hazard log review will focus on communication on RTA's internal hazards, and coordination as each RTA implements their safety risk management processes. DOTD may require a corrective action plan (CAP) if the hazard log review indicates non-compliance with hazard management requirements.

2.3.7 CAP and Safety Risk Mitigation Verification

Hazards identified for mitigation reported to DOTD will be evaluated to determine needs for CAP creation. The shared spreadsheet will be used by NORTA to submit CAPs for DOTD review and approval, to request CAP closure, and to keep DOTD informed on the status of open CAPs. The shared spreadsheet allows DOTD to monitor and track the status of open CAPs in real time.

NORTA must request DOTD close a CAP once identified actions have been fully implemented. DOTD will verify that the CAP has been implemented in compliance with the approved plan by reviewing evidence provided either as a description of actions taken, an attached document, or uploaded pictures. Documentation may include the following: construction records, safety committee reports, standard operating procedures; training plans; training records, rule books, and bulletins; hazard management plan; maintenance procedures; emergency response plans and agreements; rules compliance programs; or independent assessment. DOTD may also use site visits, RTA interviews, and documentation review to verify CAP implementation. DOTD closes the CAP after verifying its implementation.

3. RBI Data Sharing and Collection

3.1 RTA Data Sharing

Per 49 U.S.C. § 5329(k)(2)(A), § 5329(k)(2)(B), and § 5329(k)(4)(B), DOTD SSO Program staff, including support contractors, will require safety, inspection, and maintenance data elements be submitted from NORTA quarterly as part of the RBI process, with the exception of capital projects and financial data submitted annually. The SSOA can increase this frequency if necessary to evaluate systemwide safety risk. The purpose of this ask is to substantiate conditions and conduct analyses of conditions, remedies, and remediations. In general, all data sets requested are to be compliant with standard FTA guidelines for data reporting and assembly. Transmittal and storage of said data is likewise governed by internal policy of NORTA and DOTD for the privacy of information (as applicable), as well as standard assurances that files as created and shared meet requirements for virus-protection and corruption.

Requests for the data described below will be provided quarterly in writing (via email) with a specific list of data elements to be provided for the context of compliance with the program objectives. The RTA will be provided with a set of instructions for data gathering and uploading, including information regarding the timeline for data provision, as well as the location for posting data for DOTD and contractor access.

Updates to the data elements may be outlined as well for RTA compliance, and instructions will specify the frequency or cause for updates. The timing and need for such updates will be part of ongoing communication between DOTD and the RTA, along with review of any obstacles to data sharing and data assembly preventing the timely transference of information.

3.1.1 Safety Program Data

DOTD SSOA requests for data will include safety program data to document safety-related elements and reports made on behalf of the RTA and all RTA used/managed facilities. Data records include but are not limited to records of events, hazard records, safety risk mitigation records, corrective action plans, and records of near misses.

- **Event records** will include data on event type, location, time of day, injuries, and substantial damage.
- **Hazard records** will include data on the source, location, recommended controlling measures, assigned ownership, and resolution implementation, as well as the original data collected by the RTA when identifying hazards.
- **Safety risk mitigation risk records** will include data on before and after risk ratings, timeframes for evaluation and re-evaluation after mitigation, and hazards with mitigations that have ongoing monitoring. This includes the original data collected by the RTA used to assess and mitigate safety risk.
- **Data on corrective action plans** will include departments responsible, due dates, open and closed status related to on-schedule completion, and reasons for extensions.
- **Records of near misses** will include data on type, location, and time of day.

3.1.2 Maintenance Data

The DOTD SSOA requests for data will include information on maintenance and maintenance activities made or developed by or on behalf of the RTA and at all RTA used/managed facilities. Data records include but are not limited to inspection and maintenance records and report forms, work orders, records of failures and defects, records of revenue vehicles out of service, major maintenance activity schedule and progress, and adherence to maintenance schedules.

- **Maintenance records** will include those from all components of the system, including vehicles, facilities, infrastructure, and equipment used by the rail system.
- **Work orders** data will include submission and completion dates, as well as reason for deferral, if applicable. Records of failures and defects data will include the type by vehicle or equipment and the resulting days out of service, if applicable.
- **Data on revenue vehicles out of service** will include causal information and resulting days out of service. Information regarding major maintenance activity, progress, and adherence to schedules will include data on maintenance performed as scheduled, unscheduled, and/or deferred, as well as vehicle mileage or equipment age when maintenance was performed.

3.1.3 Inspection Data

The DOTD SSOA requests for data will include information on inspections and reviews completed by staff working at or on behalf of RTAs at all RTA used/managed facilities. Data records include but are not limited to inspection records and report forms, records of failures and defects, records of speed restrictions, incident and safety risk mitigation verification, adherence to inspection schedules, capital project schedules and progress, and financial data.

- **Inspection records** will include those from all components of the system, including vehicles, facilities, infrastructure, and equipment used by the rail system.
- **Records of speed restrictions** will include data on location and cause. Incident and safety risk mitigation verification data will include information on hazards that have ongoing monitoring following mitigation.
- **Data on adherence to inspection schedules** will include records of inspections performed relative to scheduled inspections for vehicle, infrastructure, and equipment components, including documentation of inspections not performed or deferred.

3.1.4 Capital Projects and Financial Data

For capital project schedules and progress as well as financial data, the SSOA will request annual rather than quarterly reports, which will provide sufficient frequency for risk-based inspection.

- **Capital project reports** will include data for evaluating projects based on on-time and on-budget status, as well as updates on budget and schedule for the following fiscal year.
- **Annual financial reports** will include data on expenses by task, which will support SSOA analysis of alignment between risk and spending.

3.1.5 Additional Safety Data (as identified)

SSOA requests for data may include items not identified as part of the previous three categories but identified as critical to completion of the RBI process. Data records include but are not limited to audits, NTD reporting elements, security data, and more. NORTA will share these records following the same procedures described above.

3.2 Data Management Policy

All data sharing by NORTA for the RBI program will be to a compliant server hosted by NORTA using the agency's established IT protocols to assure data quality and integrity. Current DOTD SSO Program procedures for data organization and storage, as outlined and agreed to with the RTA, will define procedures for the following, as dictated by the specific data set (accidents, hazards, CAPs, ISR, Triennial, inspections, data reporting, etc.) and data elements.

3.2.1 How data sets will be stored and used for analysis

NORTA will host data on its internal SharePoint system. As a secure, cloud-based platform, it provides remote access to relevant folders and files granted to designated DOTD, contractor, and RTA safety staff. The SSOA and its contractors will use the data submitted for inspection prioritization purposes as described in Category 4 of the SSO's Program Standard.

3.2.2 Where the data sets will be stored

NORTA will upload data to folders on its cloud-based platform specific to the type of data being shared. The SSOA will upload items such as prioritization analysis, inspection agendas, and inspection reports into folders on the same platform. RBI data within these folders will be viewable by DOTD, contractors, and RTA staff granted access.

For data storage, the RTA has fundamental operational technology security requirements, including that all external data is stored on systems that are protected from general access. For data stored or backed up in a commercial data center, for example, they must be physically isolated from other customers' servers and systems.

Data housed on contractor/consultant web-based platforms will follow procedures to ensure that data integrity is maintained and secure.

3.2.3 How the data will be organized

RBI data is organized by year and quarter. Data is further organized by data type including safety, maintenance, inspection, and other safety data. Other data such as prioritization analysis, inspection agendas, and inspection reports will be associated by year and by quarter.

3.2.4 How long records must be retained

DOTD must retain RBI data shared by NORTA for 3 years in accordance with 49 CFR Part 674. Training records must be retained for 5 years in accordance with 49 CFR Part 672.

3.2.5 How and when records are disposed

RBI data must be retained for 3 years in accordance with 49 CFR Part 674, and training records must be retained for 5 years in accordance with 49 CFR Part 672. Records housed by SSOA servers are disposed of by SSO Program Staff and/or contractors in accordance with DOTD records retention and disposition polices. RTA Records disposal will follow RTA data deletion policies and procedures.

3.2.6 How the SSOA will ensure the system is maintained

DOTD staff will maintain folders and files shared with RTA. The SSO Program Manager assures the system is maintained through supervision of contractors. If necessary, DOTD will coordinate with the RTA to seek system maintenance assistance from the RTA's Information Technology Department when necessary, and the RTA can also seek assistance from the vendor of the cloud-based platform if needed.

In addition, the RTA employs a daily, automated backup system for all files stored on its SharePoint cloud-based servers and local servers. If any issues arise with original file versions, backups can be retrieved from this agency-wide backup with support from the RTA's IT department.

Separately, RBI folders on the RTA's SharePoint platform will require two-step authentication for approved users, and log in attempts must come from U.S. based IP addresses.

3.2.7 How the SSOA will ensure the system accurately stores records

The data stored in the cloud-based platform, including data sets, risk prioritization, and inspection reports will be accessible only by designated DOTD, contractor, and RTA staff. These items can be reviewed by these parties with access permissions granted, and this level of transparency will support the accurate record keeping of all RBI program data. If deemed appropriate, the SSOA can require permissions be customized so that some approved users are granted view-only access without the ability to add, modify, or delete files. In addition, SharePoint Lists functionality includes the option to require approvals for changes to be made and the SSOA may determine this additional level of approval is appropriate for modifying or deleting existing files.

Because human error can still occur, however, RBI folders in NORTA's SharePoint platform will log changes to all files in the shared RBI folders. With logging enabled, any occasion where data is added, modified, or deleted is recorded. Each file saved to shared folders will have file history embedded, with changes logged and time stamps and users attributed to each change. If a file is changed unexpectedly, the SSOA will contact the RTA CSSEM to address issues and users involved.

3.2.8 How the SSOA will protect Security Sensitive Information (SSI)

DOTD will protect SSI in accordance with 49 CFR Part 674.23 and Louisiana state law. Section 10 of the SSO Procedures Manual includes additional detail about the SSOA's requirements under the Louisiana Public Records Act, also known as Louisiana's Sunshine Law. NORTA is subject to the same state and federal laws in its protection of security sensitive information.

4. Inspection Prioritization

4.1 Prioritization of Safety Concerns to Inform Inspections

The SSOA will prioritize inspection activity through analysis of maintenance, safety, and past inspection data, as is required in 49 U.S.C. § 5329(k)(4)(B). The SSOA will use qualitative and quantitative data to evaluate potential safety risks from the equipment, infrastructure, and practices specific to NORTA, identifying concerns to be prioritized for inspection. This ongoing analysis will inform inspection planning so that highest risk conditions are addressed first.

4.2 Metrics used for Inspection Prioritization

Using the data identified in section 3, DOTD and NORTA collaborated to develop metrics that support trend analysis over time. To evaluate relative risk of system equipment, infrastructure, and practices, the SSOA will use the metrics listed in Category 4 of the SSOA's Procedures Manual. These metrics will determine priorities for inspection.

4.3 Safety Concern Prioritization Rating Procedures

The SSOA will use a rating system to categorize higher and lower safety concerns. The SSOA will develop ratings for each assessed component based on the severity of its potential failure and the likelihood in which that failure may occur. These severity and probability ratings are then plotted together on the SSOA's safety risk matrix to support the prioritization of inspections.[32]Equipment, facilities, or procedures whose failures intersect at higher levels of severity and probability receive higher overall risk ratings, and those that intersect at lower levels of severity and probability receive lower risk ratings. This process does not replace or supersede RTA Safety Risk Management processes.

4.4 Inspection Prioritization Procedures

The SSOA will prioritize inspections of NORTA's Streetcar system based on the risk ratings described in the section above and in greater detail in Section 13 of the SSO Procedures Manual. The highest priority equipment, infrastructure, and practices will be prioritized for inspection first, and the SSOA will include clear documentation showing how safety concern ratings inform inspection prioritization. This information will be presented in writing to the RTA at the time of inspection. These processes will include the collection of data, photographs, testimony and/or other inputs identified as critical based upon the conditions facilitating the inspection. Proper protocols, procedures, and other measures for facility entry and staff deployment, including use of all required safety equipment and materials, will comply with existing safety guidelines.

[32] The SSOA's safety risk matrix and NORTA's Safety Risk Index are both based on MIL-STD-882E, but each are distinct and different from one another, and they are used independently.

4.5 Continuous Process for Risk-Based Inspection Prioritization

The SSOA's data analysis and prioritization process is ongoing and will be updated to reflect changing safety conditions. When system conditions change, the SSOA will analyze new data and develop new prioritization ratings; these will inform potential revisions to inspection priorities. Unless required by activities, or changes in system safety, the SSOA will schedule and perform an updated safety analysis and inspection prioritization at a minimum, quarterly.

5. Inspections Commensurate with RTA Size and Complexity

Each state's SSOA is required to conduct risk-based inspections at each RFGPTS they oversee commensurate with their size and complexity. NORTA's rail system size and complexity are measured by its mode, physical characteristics, and operational characteristics. NORTA operates historic streetcar rail, which runs single rail vehicles at slow speeds and by its nature is noncomplex.

Physical and operational characteristics can change over time, so the SSOA will use a subset of data reported to and verified by NTD to support system size and complexity determinations for a given year. Physical characteristics may include those such as system vehicles and facilities, and operational characteristics may include operating expenses, ridership, average revenue speed, and safety events, among others. The specific characteristics used by DOTD are found in Category 5 of the SSO Procedures Manual. These characteristics reflect NORTA's designation by the SSO as a small, noncomplex system, justifying a minimum of four risk-based inspections as of the beginning of the RBI program.

6. SSO Qualifications and Training for NORTA Streetcar RBI

In accordance with 49 U.S.C. § 5329(k)(4)(C), the DOTD SSO program must have sufficient personnel and skill sets to effectively implement and manage a risk-based inspection program. To ensure adequate staffing and resources, three elements are reviewed and updated annually by the SSO: the SSO Workload Assessment (WLA), inspection personnel qualifications, and a Technical Training Plan (TTP), each of which are detailed in the SSO Procedures Manual.

The Technical Training Plan (TTP) identifies both the general technical training requirements of the SSOA program and the specific skill sets necessary to carry out the SSOA program at the RTA overseen by the program. The DOTD SSOA will review and update the TTP annually. This will include a general review of the SSOA program requirements from a federal and state perspective, as well as a consultation with the RTA to ensure that the specific requirements regarding access to their properties and other aspects of their individual operations are covered. During the SSO and NORTA's Monthly Safety Coordination Meetings, a standing risk-based inspection agenda item serves as the opportunity to discuss and update agency-specific training requirements. In addition, NORTA's safety team will inform the SSO about upcoming trainings when they are finalized, providing as much advanced notice as is feasible so the SSO can plan in advance to attend, if needed.

In general, the SSO Program Manager and contractors will fulfill the same training and certification requirements as the RTA's CSSEM for competencies related to rail safety and risk-based inspection. The TTP contains these specific competencies and requirements, which will be updated annually to meet federal requirements and align to those of the RTA CSSEM. The SSOA must ensure all personnel directing inspections have been trained and certified according to 49 CFR Part 672, PTSCTP, TSSP, and RTA specification to safely access RTA properties and alignments.

APPENDIX G: REQUIRED APPROVALS

The LMSC, pursuant to the safety committee provisions of the PTASP final rule (49 CFR Part 673) and statutory requirements in Title 49 U.S.C. § 5329(d) as amended by the Bipartisan Infrastructure Law, reviewed and considered the approval of the draft ASP during its regular, **fourth quarter meeting**. Below is a summary table of the final approval vote via Microsoft SharePoint Forms.

The ASP was approved by the LMSC by simple majority in accordance with voting provisions of SAF5 and the LMSC SOP (SOP #004-011).

PLACEHOLDER: BOARD RESOLUTION

New Orleans Regional Transit Authority

AGENCY SAFETY PLAN

Effective: ~~January~~ February XX, 2026

New Orleans Regional Transit Authority

2817 Canal Street

New Orleans, Louisiana 70119

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Concurrences and Approvals

New Orleans Regional Transit Authority Agency Safety Plan

Concurrences:[1]

Michael J. Smith Chief Safety, Security, and Emergency Management Officer *SMS Executive*	Brian Marshall Chief Transit Officer
Gizelle Johnson-Banks Chief Strategic and Financial Officer	Dwight Norton Chief Planning & Capital Projects Officer
Kelder Summers Chief External Affairs Officer	Ryan Moser Chief Asset Management Officer
Tracy Tyler Chief Legal Officer	Seandra Allen-Buchanan Chief Human Resources Officer

Approvals:

_____ Date: _____
Lona Edwards Hankins
Chief Executive Officer
Accountable Executive

[via Board Resolution #XXXXX; see Appendix G]
Fred Neal, Jr.
Chairman, RTA Board of Commissioners

[1] One (1) current vacancy: Chief of Staff

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Document Revision Policy

This document is intended for use by the position to which it was issued. The control version of this document is stored electronically on RTA's SharePoint intranet site and is exclusively maintained by designated Safety Department staff. Printed and emailed copies of this document are uncontrolled and may not be current.

This plan is complemented by, and dependent on, other supporting policy documents issued by RTA as referenced herein and is updated at least annually in accordance with RTA policy and with federal and state requirements. The Chief Safety, Security, and Emergency Management Officer determines the initial distribution for this document.

Revisions/Amendments

Version Year	Revision No.	Effective Date	Revised Sections	Purpose
2021	0	7/15/2020	All	Initial issue of PTASP-compliant safety plan (49 CFR Part 673)
2021	1	3/23/2021	All	Incorporates major organizational structure changes
2022	0	1/25/2022	All	Initial issue; minor updates
2023	0	12/13/2022	All	Aligns with FTA requirements announced in Feb. 2022 Dear Colleague letter, stemming from Bipartisan Infrastructure Law
2024	0	1/23/2024	All	Aligns with changes to statutory safety plan requirements, includes organizational structure changes
2025	0	1/28/2025	All	Aligns with changes to FTA and LADOTD requirements including 49 CFR Parts 670, 672, 673, and 674. Incorporates organizational structure changes. Incorporates updates to 5-year SMS Implementation Plan (SIP). Incorporates new Risk-Based Inspection provisions per LADOTD.
2026	0	XXXXXXXX		

Purpose and Scope

The purpose of the Agency Safety Plan (ASP) is to set forth the requirements for identifying, evaluating and minimizing safety risk throughout the New Orleans Regional Transit Authority's (RTA) public transit system. The ASP formally establishes and reinforces RTA's commitment to a comprehensive Safety Management System (SMS) as required by the Federal Transit Administration (FTA) in 49 CFR Parts 670, 672, 673, and 674) and also by the Louisiana Department of Transportation and Development [LADOTD, herein referred to as the State Safety Oversight Agency ("SSO")] in its State Safety Oversight Program Standard (SSOPS)[2]. FTA, other federal agencies, and the SSO have access to review any policy or procedure referenced in this ASP and any related SMS documentation upon request.

The ASP is specifically developed to:

- Establish the Safety Program for RTA.
- Identify both shared and individual roles and responsibilities for RTA staff, management, and formally established safety committees for the safety of its entire system.
- Provide formal documentation of RTA's commitment to safety together with RTA's Safety Management Policy (SAF3) and other policies.
- Provide a framework for implementing RTA's Safety Management Policy, and specifically, its comprehensive adoption of the four components of SMS (Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion) in accordance with federal and state requirements.
- Establish minimum, comprehensive safety training requirements as required by FTA which must be incorporated into other RTA policies and procedures related to agency-wide training.
- Ensure compliance with FTA's National Public Transportation Safety Plan (NSP) relative to safety goals, objectives, and targets[3] that are established by FTA.
- Satisfy federal, state, and local laws, codes, ordinances, and regulations.

The RTA provides public transportation services to the City of New Orleans, Orleans, St. Bernard, and Jefferson Parishes. The RTA system includes five streetcar lines, 28 bus routes, paratransit service, and two passenger ferry lines, all of which is supported by FTA through the Urbanized Area Formula Funding Program (U.S.C. Section 5307) as well as a combination of state and local funding sources. RTA does not provide any Section 5307 funds to any other entity to provide transit services.

Note: Per 49 CFR Part 673.11(f), agencies that operate passenger ferries regulated by the United States Coast Guard (USCG) are not required to develop agency safety plans for those modes of service. In consultation with the Marine Department and Chief Transit Officer (CTO), the Chief Safety, Security, and Emergency Management Officer

[2] La. Admin. Code tit. 70 § IX
[3] Including Risk Reduction Program Targets that are required under 49 U.S.C. § 5329(d) and codified in the NSP (version 2, April 2024). Also see https://www.transit.dot.gov/regulations-and-programs/safety/national-public-transportation-safety-plan.

(CSSEM) or designated staff will oversee contractual safety responsibility by the operator(s) of those services, including safety management program(s) developed and maintained by the operator(s), in accordance with any service agreements in place and with all applicable federal and state requirements. RTA designated staff assigned to safety responsibility may direct operator(s) to non-modal-specific elements of this ASP as necessary to support program development. Application/adoption of any safety requirements, processes, or practices herein will be administered and overseen through separate RTA- and operator-issued policy documents.

All positions described in this plan are directly employed by RTA unless otherwise noted. Staff serving as project or contract managers are responsible for ensuring contractors comply with the ASP and any referenced policies and procedures.

As SMS Executive, the CSSEM is directly responsible for updating the ASP to reflect the current operation in accordance with state and federal requirements.

RTA's SMS is organized into four components and includes 11 subcomponents aligned with FTA's SMS Framework and related federal requirements. Each subcomponent is addressed in this ASP.

Safety Management System Components

Safety Management Policy 1. Safety Management Policy Statement 2. Safety Accountabilities and Responsibilities 3. Integration with Public Safety and Emergency Management 4. SMS Documentation and Records	**Safety Assurance** 7. Safety Performance Monitoring and Measurement 8. Management of Change 9. Continuous Improvement
Safety Risk Management 5. Hazard Identification and Analysis 6. Safety Risk Evaluation	**Safety Promotion** 10. Safety Communication 11. Competencies and Training

This ASP outlines RTA's mature SMS pursuant to federal and state safety plan requirements. It is important to note that there are several companion documents to this Plan that describe the specific tasks, activities, milestones, and steps that RTA continuously undertakes to achieve and maintain a compliant SMS and enhance safety. Where feasible, these documents are incorporated into one or both of the following: 1) RTA's SMS Implementation Plan (SIP; see APPENDIX E: SMS IMPLEMENTATION PLAN), and 2) individual Corrective Action Plans (CAPs) that each describe steps that will be taken to align with this ASP. Agency progress relative to the SIP and CAPs is provided regularly to the SSO. For specific implementation status inquiries, contact the Safety Department.

Section I: Safety Management Policy

1.1 RTA's Safety Management Policy Statement

The RTA Safety Management Policy (SAF3) contains the agency's formal Safety Management Policy Statement and may be accessed on the RTA SharePoint intranet site and via ADP (for employees). It is reviewed and updated annually to ensure it aligns with the ASP and vice versa. As SMS Executive, the CSSEM is responsible for maintaining and updating the Safety Management Policy in accordance with FTA requirements under 49 CFR Part 673.23. All updates to SAF3 must first be reviewed and approved by the Executive Leadership Team (ELT), the Accountable Executive, and finally by the RTA Board of Commissioners under current RTA policy.

1.2 Safety Performance Measures and Targets

Under the requirements of 49 CFR Parts 670 and 673, the ASP must incorporate specific Safety Performance Measures (SPMs), as well as corresponding Safety Performance Targets (SPTs) and Risk Reduction Program Targets (RRPTs) for those measures.[4] While SAF3 refers to these targets, the SPTs and RRPTs themselves are incorporated into this Plan as follows—

- **SPTs** – see APPENDIX A: 2025 SAFETY PERFORMANCE AND SAFETY RISK REDUCTION PROGRAM TARGETS, #S1-S14. Established by RTA in this ASP.
- **RRPTs** – formally established by the Labor-Management Safety Committee (LMSC) as required in 49 CFR Part 673.19(d)(2), and to the extent practicable, incorporated in APPENDIX A (as reference only). See #R1-R8. Note: The official RRPTs are required to be set by the LMSC and as such are found in meeting minutes and other materials maintained exclusively by the LMSC. These materials are available on the RTA SharePoint, Safety Committees site.

~~**2025 REVISION NOTE**: The PTASP final rule (49 CFR Part 673) was released in April 2024, while the annual ASP revision for the 2025 ASP was mid-cycle. Considering the revision cycle under SOP #004-002 and requirements under the SSOPS, the LMSC would have ideally reviewed the RRP data and set targets accordingly in its regular June 2024 meeting. Because this was not feasible, and the union was simultaneously engaged in an election cycle, **the CSSEM will establish interim baseline RRPTs, applying to the 2025 ASP revision cycle only.**~~

~~Additionally~~Note:~~,~~ the RRPTs, Assaults on Transit Workers (#R7) and Rate of Assaults on Transit Workers (#R8) are not possible to set because the National Transit Database (NTD) has not yet collected three (3) years of data on "assaults" as defined by FTA. RTA is anticipating this data will be made available by FTA some time in 2026; therefore the related RRPTs will be deferred until "2027 targets" are ready for review by the

[4] RTA is required to establish RRPTs and a "risk reduction program" under 49 U.S.C. 5329(d)(4) as amended by the Bipartisan Infrastructure Law, because it is a Section 5307 recipient that serves an urbanized area with a population of 200,000 or more.

LMSC.

NOTE: Where any SPT is a duplicate of any RRPT, the RRPT takes precedence to avoid any conflict and ensure compliance with FTA regulations.[5] These targets are denoted with an asterisk (*). Currently, there are seven (7) overlapping targets.

The two different sets of corresponding targets, SPTs and RRPTs, are summarized in the table and subsections, below.

Refer to page 12 of the NSP for descriptions of each SPM.[6] Generally, measures are based on National Transit Database (NTD) thresholds and definitions.

SPTs ***Established in ASP, See Appendix A*** **** overlapping target, RRPT takes precedence***		
#	**Appendix A #**	**SPT**
1	**S1**	**Major Events* (Refer to #R1)**
2	**S2**	**Major Event Rate* (Refer to #R2)**
3	**S3**	**Collision Rate* (Refer to #R4)**
4	**S4**	**Pedestrian Collision Rate**
5	**S5**	**Vehicular Collision Rate**
6	**S6**	**Fatalities**
7	**S7**	**Fatality Rate**
8	**S8**	**Transit Worker Fatality Rate**
9	**S9**	**Injuries* (Refer to #R5)**
10	**S10**	**Injury Rate* (Refer to #R6)**
11	**S11**	**Transit Worker Injury Rate**
12	**S12**	**Assaults on Transit Workers* (Refer to #R7)**
13	**S13**	**Rate of Assaults on Transit Workers* (Refer to #R8)**
14	**S14**	**System Reliability**
RRPTs ***Established by LMSC, Refer to Appendix A as reference only*** **** overlapping target, RRPT takes precedence***		
#	**Appendix A #**	**RRPT**
1	**R1**	**Major Events***
2	**R2**	**Major Event Rate***
3	**R3**	**Collisions**
4	**R4**	**Collision Rate***

[5] See page 14 of the NSP. "Recipients… may choose to use the target set by the Safety Committee for the safety risk reduction program for both measures, provided the target for the safety risk reduction program is set using a 3-year rolling average of NTD data.
[6] https://www.transit.dot.gov/regulations-and-programs/safety/national-public-transportation-safety-plan

5	**R5**	**Injuries***
6	**R6**	**Injury Rate***
7	**R7**	**Assaults on Transit Workers***
8	**R8**	**Rate of Assaults on Transit Workers***

1.2.1 Safety Performance Targets (SPTs) Under the National Public Transportation Safety Plan

FTA's NSP identifies 14 SPMs[7] for which RTA must establish and monitor SPTs in each operating mode subject to the PTASP regulation: streetcar, fixed-route bus, and non-fixed-route bus (paratransit).[8]

For seven (7) of the required SPTs, the overlapping RRPTs take precedence—RTA is electing *not* to establish separate targets that could potentially conflict with the mandated RRPTs. After accounting for these SPTs that have overlapping RRPTs, there are seven (7) remaining SPTs that are established and monitored by RTA (also see APPENDIX A: 2025 SAFETY PERFORMANCE AND SAFETY RISK REDUCTION PROGRAM TARGETS).

SPTs are established annually during the ASP revision cycle in coordination with all pertinent departments, members of the ELT, SMS Steering Committee, and the SSO. FTA data sources are closely reviewed by the Safety Department to establish baseline targets. These include the NSP and the Bus and Rail Safety Data Reports (BSDR and RSDR, respectively) if available. Additional credible sources may be added to the annual review and update process as they are made available to RTA. These targets are established to serve as benchmarks for evaluating the effectiveness of the agency's safety practices and protocols and to drive continuous improvement.

1.2.2 Safety Risk Reduction Program Targets (RRPTs) Under the National Public Transportation Safety Plan

FTA's NSP identifies eight (8) SPMs for which RTA must establish and monitor safety RRPTs as part of its Risk Reduction Program under 49 CFR Part 673.11(a)(7), in consultation with the LMSC, which is designated by RTA as its joint labor-management Safety Committee in accordance with 49 CFR Part 673.19. (Also see 2.6 Risk Reduction Program.) These must be set for each operating mode subject to the PTASP regulation: streetcar, fixed-route bus, and non-fixed-route bus (paratransit). Note: Out of the eight (8) RRPTs, seven (7) overlap with the required SPTs. See related note, above, in 1.2 Safety Performance Measures and Targets in reference to the handling of overlapping targets.

[7] See page 12 -- https://www.transit.dot.gov/regulations-and-programs/safety/national-public-transportation-safety-plan

[8] RTA's ferry service is excluded from this ASP, and therefore these SPT provisions, because it is exempt from the requirements of 49 CFR Part 673.

RRPTs are established by the LMSC, annually, for the following calendar year. In turn, the targets are reflected in the ASP revision for the corresponding year.

Note: ~~The official RRPTs are required to be set (through simple majority vote) and as such are found in official meeting minutes. These minutes are available on the RTA SharePoint, Safety Committees site.~~ The current RRPTs are ~~incorporated into~~provided in APPENDIX A: 2025 SAFETY PERFORMANCE AND SAFETY RISK REDUCTION PROGRAM TARGETS.

(See SOP #004-011 for additional information. Additionally, see *1.4.2.1 Safety Committee Requirements* Related to the SMS.)

1.3 Annual Review and Update of the ASP

RTA shall review, update, and submit the ASP to the SSO annually in compliance with the requirements of the SSOPS, as codified in La. Admin. Code tit. 70 § IX-1509. On or about September 15th, the CSSEM provides a draft to both Safety Committees for review.

On or about November 1st, the CSSEM ensures that the draft ASP is prepared for tentative approval from the SSO. A response from the SSO is typically received within 30 days of submittal.

Upon receipt of tentative approval from the SSO, the CSSEM then sends the ASP to the LMSC followed by the RTA Board of Commissioners for review and approval in accordance with 49 CFR Part 673.11(a)(1). The internal process for review, revision as needed, and approval is found in RTA SOP #004-002.

1.3.1 Maintenance of the ASP

RTA maintains its ASP in compliance with 49 CFR Part 673.11(c), Subpart D and the SSOPS. The CSSEM ensures that the current ASP version is promptly disseminated and made available to all employees.

1.4 Safety Management Accountabilities and Responsibilities

In compliance with 49 CFR Part 673.23(d), RTA has established its organizational accountabilities and responsibilities related to its SMS in this section as well as in SAF3 and the Safety Committee Structure Policy (SAF5).

1.4.1 Key Individual SMS Accountabilities and Responsibilities

Chief Executive Officer

RTA's CEO, as the agency's Accountable Executive, meets the FTA criteria for the designation, per 49 CFR Part 673.23(d)(1). The CEO is ultimately accountable for

ensuring action is taken, as necessary, to address substandard performance in the agency's SMS under the requirements of 49 CFR Part 673.23 (d)(1).

As the Accountable Executive, the CEO has the following responsibilities for the SMS:

- Ensuring that the SMS is properly implemented and performed throughout the RTA organization, including employee reporting programs
- Actively and continuously communicating the RTA's Safety Management Policy and related SMS-related policies throughout the agency
- Ensuring that all executive level personnel are held responsible for implementation of SMS in their respective areas; and each actively and continuously communicates the RTA Safety Management Policy, SMS-related policies, and respective area-specific SMS requirements to all employees in their areas
- Approving this ASP and the Transit Asset Management Plan ("TAM Plan"),
- Ensuring that risk is appropriately addressed system-wide; and directing resource allocation accordingly
- Directing required actions to address non-compliance with the ASP or substandard performance in the agency's SMS
- Managing continuous improvement activities.

Additionally, the following specific requirements apply to how the CEO receives and handles certain safety risk mitigations:

- The Accountable Executive must implement safety risk mitigations for the Safety Risk Reduction Program that are described in 2.6 Risk Reduction Program under 49 CFR Part 673.11(a)(7)(iv).
- The Accountable Executive must consider all other safety risk mitigations recommended by the LMSC, consistent with requirements in 49 CFR Parts 673.19(d) and 673.25(d)(6).
    - Additionally, if the Accountable Executive decides not to implement the safety risk mitigation unrelated to the Risk Reduction Program, there are additional actions required by FTA—they must prepare a written statement explaining their decision, and also submit and present it to the Board of Commissioners.

Chief Safety, Security, and Emergency Management Officer

The CEO has delegated the authority and responsibility for day-to-day implementation and operation of the SMS to the CSSEM. The CSSEM serves as the RTA's SMS Executive and as such, is the agency's Subject Matter Expert (SME) on SMS and related federal and state requirements.

The CSSEM reports directly to the CEO per the requirements of 49 CFR Part 673.23(d)(2). The CSSEM chairs, facilitates, and provides technical assistance to each of the safety committees established by SAF5 (or, alternatively, may delegate to a director for this role). The CSSEM may also invite the SSO or appropriate

representative to participate in any safety committee established by SAF5.

As the SMS Executive, the CSSEM is responsible for the day-to-day implementation of SMS. Key safety personnel, technical management, and executive level management operate under the CSSEM's guidance and direction to support SMS data collection, analysis, investigations, hazard identification, risk assessment, corrective action development and implementation, safety committee business, departmental and/or functional area SA and promotion activities, and other safety management undertakings.

The CSSEM is authorized to take the necessary action to ensure agency personnel have resources, training, and guidance necessary to implement SMS in everyday job performance as required in this ASP.

The CSSEM guides the areas and departments with information about safety risk management to ensure that they understand the level of safety risk and expectations as to assessments, mitigations, and/or corrective actions. Once risk is assessed, each department will provide documented results of the assessment(s) to the CSSEM who will maintain a master hazard log as necessary. Generally, this process is managed "by exception," meaning areas identified as normal or ongoing hazard mitigation or resolution activities (e.g., pre-trip inspections, preventive maintenance, purchase orders) are not re-entered on the CSSEM's log every day, but rather exceptional events, such as new and previously unforeseen hazards, instances of practical drift, and deficiencies or concerns identified in safety event investigations, will be entered and promptly managed in close coordination between the department and the CSSEM.

The CSSEM is responsible for the emergency management function, including preparedness and response in close coordination with local, state, and federal agencies. The position also performs oversight and safety management of the RTA's Memoranda of Understanding (MOUs) and Cooperative Endeavor Agreements (CEAs) in support of RTA's emergency plans and protocols. Also in this capacity, the CSSEM provides training for the agency in emergency-related areas including emergency exercises and drills. The CSSEM is responsible for developing and implementing an all-hazards approach to emergency planning and response, in close coordination with all other departments.

As RTA's executive officer overseeing physical security and law enforcement functions, the CSSEM is responsible for SMS compliance in these areas and for developing, maintaining and implementing a range of plans, programs and processes related to public safety. Additionally, the CSSEM conducts regular Threat and Vulnerability Assessments (TVAs) and other audits, examinations, and reviews to assess the agency's readiness and resiliency.

The CSSEM performs the following safety-critical activities:

- Developing and maintaining the ASP

- Developing and maintaining RTA emergency operations plans including but not limited to all-hazard plans and related annexes
- Overall monitoring of the SMS program and ensuring immediate corrective actions are implemented to address deficiencies of the SMS
- Providing primary consultation and guidance on SMS implementation throughout the agency
- Providing information, recommendations, and status reports to the CEO on resource allocation supporting the SMS
- Conducting independent (but coordinated) SA activities, such as inspections, audits, assessments, and observations in the departments as necessary
- Conducting safety promotion activities, such as surveys, stand-downs, and training or awareness campaigns in coordination with Operations Training and other departments
- Maintaining and monitoring CAP and Hazard Logs for the agency (which shall serve as the agency's "master" versions of such), and supporting and assisting departments in implementing mitigations and/or corrective actions as appropriate
- Overseeing contractor, RTA employee, and the general public's safety during construction activities in coordination with the Capital Projects Department
- Developing and conducting training as needed with external agencies, i.e., emergency responder training, contractor training, and emergency drills
- Participating in and leading formal meetings with LADOTD, ELT, and other RTA management on safety issues
- Developing and supporting safety, emergency management, and system security policies, procedures, and programs
- Implementing the Internal Safety Management Audit (ISMA) Program in compliance with SSO requirements and this ASP
- Supporting and facilitating the Safety and Security Certification (SSC) Program in compliance with this ASP and the Safety and Security Certification Plan (SSCP)
- Overseeing and supporting departmental assessments, investigations, inspections, and SA activities to ensure compliance
- Identifying safety concerns, analyzing reports and information, supporting the development of programs for improving workplace safety
- Assisting in claim investigations of work-related injuries or disabilities and preparing of files for litigation
- Establishing and implementing effective industrial hygiene and occupational policies and procedures for transportation and maintenance functions
- Establishing criteria for the selection, maintenance, and proper use of personal protective clothing and equipment
- Leading and overseeing all physical security and day-to-day Transit Police functions, including in-house and contracted elements, for the agency
- Serves as RTA's designated point of contact (POC) for communication with FTA regarding Public Transportation Safety Certification Training Program (PTSCTP) matters as required in 49 CFR Part 672.21(3)(b) including semiannual reporting.

1.4.2 Organizational SMS Accountabilities and Responsibilities

Beyond the accountabilities and responsibilities of the CEO and CSSEM, the subsections describe in greater detail those that are owned by: RTA safety committees; leadership/executive management; and all staff.

The current organizational chart is found as APPENDIX B: ORGANIZATIONAL CHART for reference. The chart will be updated with each update of this ASP.

1.4.2.1 Safety Committee Requirements Related to the SMS

The Safety Management System (SMS) Steering Committee (SMSSC) and the LMSC both play pivotal roles in enhancing safety and compliance within the organization in accordance with the RTA Safety Committee Structure Policy (SAF5), this Plan, and the related provisions of 49 CFR Part 673.

The SMSSC, composed of members of the ELT, provides strategic direction for implementing the SMS across all departments. Its responsibilities include overseeing safety goals and objectives, coordinating and monitoring Corrective Action Plans (CAPs), and reviewing/advising on revisions to safety policies. The committee ensures interdepartmental collaboration on safety initiatives, in line with the ASP and SSO requirements. It also monitors safety performance, develops and implements mitigations to reduce safety risk associated with the consequences of hazards, and fosters continuous leadership engagement in the SMS process.

The LMSC, on the other hand, is a collaborative platform where front-line employees and management come together to address safety concerns and workplace conditions. This committee ensures a balanced approach to safety by incorporating input from both represented and non-represented staff, while also ensuring compliance with labor and safety regulations.

Relative to RRPTs and, more broadly, the Risk Reduction Program, the LMSC has specific roles and responsibilities in accordance with 49 CFR Part 673.19, also discussed in 2.6 Risk Reduction Program. These include:

- **Monitoring and Review:** The LMSC monitors the agency's performance against all RRPTs throughout the year. The committee reviews safety data, identifies trends, and recommends corrective actions as necessary to ensure that the agency meets or exceeds the targets for which it has primary responsibility per 49 CFR Part 673.19.
- **Reporting:** The LMSC shall report on the agency's performance against RRPTs at regular intervals to the SMSSC. This report will include an analysis of the data, any identified challenges, and proposed strategies for improvement.
- **Accountability:** The Safety Committee will be accountable for ensuring that the RRPTs are realistic, achievable, and reflective of the agency's commitment to safety.

All LMSC members must enroll in and complete the Transportation Safety Institute (TSI) course entitled “SMS Awareness” which is available online via TSI’s e-learning portal[9]. This must be completed within one year of being appointed to serve as an LMSC member. The certificate must be provided to the Human Resources (HR) Department for recordkeeping in the Learning Management System (LMS).

Together, these committees work to ensure a comprehensive and collaborative approach to organizational safety.

Additional information can be found in the RTA Safety Committee Structure Policy (SAF5) and SOP #004-011.

1.4.2.2 SMS Responsibilities for All Management and Staff

All RTA leadership, executive management, and staff in all functional areas are responsible for the common requirements of SMS listed in this section, as required by 49 CFR Part 673.23(d):

1. Safety Goals and Objectives: In consultation with the CSSEM, each area monitors progress to ensure all safety goals, objectives, and targets (as applicable) are being met. This is primarily monitored and reviewed in ELT and SMSSC meetings. Adherence to or support of established safety goals and objectives may also be incorporated into the annual agency and departmental work plans and/or performance evaluation processes for certain staff.
2. SMS Training:
    - Rail – Key SMS Personnel identified by the CSSEM in this ASP as having direct responsibility for safety oversight of the rail fixed guideway system must meet the requirements of 49 CFR Part 672, including refresher training at two-year intervals. The regulation requires that personnel to whom this applies must meet the requirements within three years of being hired or promoted into the “key” position. The CSSEM is responsible for ensuring the agency’s compliance with this regulation. (See 1.4.3 Key SMS Personnel with Direct Responsibility for Rail Fixed Guideway Safety Oversight for more information.)
    - Director-level – As required by the CEO, all directors and above must self-enroll in and complete the TSI course, “SMS Awareness” which is available online via TSI’s e-learning portal[10]. This must be completed within one year of being hired or promoted into the position. The certificate must be provided to the HR Department for recordkeeping in the LMS. Corresponding policy and position description revisions are currently in development.
    - All Other Personnel – Personnel not identified as Key SMS Personnel should be proficient in SMS methodologies and practices, and knowledgeable about all safety program requirements. All are required to take the “SMS 101” training delivered in new-hire orientation.

[9] https://tsi-dot.csod.com/client/tsi-dot/default.aspx
[10] https://tsi-dot.csod.com/client/tsi-dot/default.aspx

3. Employee Safety Reporting Program: all employees share the responsibility to report hazards and safety concerns via approved means. Presently, hazards may be reported via the Safety Hotline, through the Hazard Report Form, to the Operations Control Center (OCC), via the online “Help Desk” ticket system, directly to Safety Department personnel, to a department manager, or through a safety committee. -The process includes reporting assaults on transit workers, near-misses, and unsafe acts and conditions.
4. Hazard Identification, Analysis, and Mitigation: each area is responsible to identify hazards in its daily activities and responsibilities; and to fully document all of these activities, following the direction of the Safety Department. FTA guidance directs the CSSEM, as SMS Executive, to facilitate or lead department/functional area Safety Risk Management (SRM) and Safety Assurance (SA) activities, as appropriate. Formal corrective actions may be required to address any unacceptable or undesirable safety risk identified through hazard identification and risk analysis. SAF3 describes SRM and SA roles and responsibilities that all staff share. All employees in all areas must comply with this policy.
5. SMS Implementation: all functional areas must assess their own compliance with the RTA ASP and SMS implementation objectives and action items, and regularly brief the CSSEM on SMS implementation progress. The SMSSC reserves time during its standing meeting for receiving and reviewing implementation status. The Safety Department compiles status notes from all other departments into an SMS Implementation Plan (SIP) Update which it updates on a quarterly basis, makes available via the Safety Committees SharePoint site, and provides to the SSO as required.
6. Participation in ISMAs: Progress relative to SMS implementation objectives and compliance with the ASP and referenced policies and procedures are reviewed during recurring ISMAs, led by the Safety Department. Before, during, and immediately following each audit, each functional area must be responsive to the requests of the audit team and participate fully. Audits are convened by the CSSEM in accordance with SOP 004-100: Procedure for Performing Internal Safety Management Audits (ISMAs). (Also see 3.3 Internal Safety Reviews.)
7. SMS Documentation: requirements of both 49 CFR Parts 673 and 674 indicate that all areas must have formal documentation of all safety management activities. For record-keeping purposes safety management activities are defined as any activity pertaining to one or more of the 11 subcomponents of SMS as directed in this ASP. All SMS documentation must be reviewed as part of the annual ASP review and update process to ensure that any changes to the ASP do not create conflict. The department should consult with the Safety Department for technical assistance.
8. Contractor Oversight: Functional areas are responsible for safety management oversight of all contractor activities (for contracts which they directly manage or oversee), documentation and safety management processes, and documentation of those oversight activities. If specific safety requirements are formally directed by the CSSEM or attached to either associated procurement documents or the final contract, the staff designated as “project manager” is responsible for

complying. The department should consult with the Safety Department for technical assistance.

1.4.2.3 Additional SMS Responsibilities by Level

In addition to what is outlined above, there are three levels of the organization that each warrant a closer look at roles and responsibilities relative to implementing and advancing the SMS:

1. Executive Level Management
2. Technical Management and Supervision
3. Front-Line Employees

Each functional area is responsible for establishing and reviewing department-specific SMS responsibilities for each of these three levels consistent with the general responsibilities described in this section. The executives for each area will ensure that each employee is annually evaluated on safety performance related to those SMS responsibilities. It is highly recommended that this evaluation be incorporated into the employee's formal performance review or appraisal.

In addition to the shared responsibilities described above, the additional SMS responsibilities for each level are as follows:

Executive level:

All members of the ELT share key SMS responsibilities.

Each ELT member is responsible for ensuring adherence to these responsibilities and accountabilities in their respective area(s) and/or department(s).

As of the adoption of this ASP, the following positions comprise the ELT and share the responsibility to ensure both that the ASP is followed consistently and that the SMS is functioning as intended:

- Chief Executive Officer (CEO)
- Chief Safety, Security, and Emergency Management Officer (CSSEM)
- Chief Transit Officer (CTO)
- Chief Asset Management Officer (CAMO)
- Chief of Planning and Capital Projects (CPCP)
- Chief of Staff
- Chief External Affairs Officer
- Chief Human Resources Officer (CHRO)
- Chief Strategic and Financial Officer (CSFO)~~FO)~~
- Chief Legal Officer (CLO)

Each member of the ELT is also a designated member of the SMS Steering Committee (SMSSC) in accordance with SAF5.

ELT members are charged with effectively leading safety management processes and activities in their respective area(s), and actively demonstrating their commitment to safety. They accept their respective responsibilities for implementing both this ASP and the Safety Management Policy, as well as all other referenced policies and procedures. Specifically, they must ensure and be accountable that:

1. Adequate resources are available to appropriately manage safety risk in their areas.
2. Effective mitigation and corrective actions are developed, implemented in a timely fashion, and monitored appropriately to assure safety is maintained, as appropriate.
3. There are no barriers to employee reporting of safety hazards and issues, and that reports are promptly addressed through the safety risk management process.
4. Safety management activities such as audits or reviews are fully documented and follow a standard process.
5. Safety performance goals and objectives, both in their areas of control and agency-wide, are being met, and safety performance measures, including SPTs and RRPTs, monitored for verification or needed corrective action.
6. They participate fully in the SMSSC and other safety committee processes.
7. Safety is a core business function in their areas and departments.
8. Safety information is shared openly with the Safety Department and all other departments in support of the SMS.
9. All significant changes are properly managed in accordance with the Management of Change section of this ASP and related policies and procedures.
10. Safety investigations, audits, inspections, and corrective actions are managed using the organizational approach; that is, focusing on organizational deficiencies and systemic issues instead of individual actions taken or errors committed by employees, where appropriate.
11. Adequate safety training, awareness and oversight is provided to employees in their area(s) of control.
12. A positive safety culture is actively fostered in their area and agency-wide.
13. Full and open cooperation is affected with State Safety Oversight activities, federal authorities and other external safety agencies as required.

Technical management and supervision level:

Technical managers (typically, senior directors, directors, and managers) and supervisors (depending on departmental structures and position duties) are charged with the following:

- ensuring directives from the executive level are implemented,
- promptly informing executives of safety lapses, failures, hazards, and resource shortages,
- visibly demonstrating commitment to safety,
- providing tools and resources needed to safely perform job tasks, and reporting

to leadership when there is difficulty obtaining them,
- providing information pertinent to the management of safety to employees,
- encouraging the timely reporting of hazards, and
- assuring safety is incorporated in all daily tasks and activities.

Technical managers and supervisors must personally ensure and be accountable to:

1. Take strategic direction from the executive level in all aspects of safety management, including daily activities, hazard and safety risk management, safety data, investigations, employee reporting, and safety promotion within their areas of control.
2. Ensure employees receive proper training to perform job functions safely.
3. Ensure employees are properly supervised to ensure tasks and activities are occurring in a safe manner.
4. Ensure that employee reports of hazards are properly investigated, mitigated as appropriate and reported to executive management and/or the Safety Department as appropriate; and employees are kept apprised of activities concerning their reports.
5. Ensure that contractors and vendors are educated on RTA safety practices and are held to the same requirements.
6. Coordinate implementation of safety mitigations and SA activities with the Safety Department as appropriate.
7. Monitor and endorse proper safety promotion and awareness activities.
8. Implement management of change activities in coordination with the Safety Department.
9. Identify substandard safety performance and cooperatively work to implement mitigations and/or corrective actions to address deficiencies.
10. Participate actively in the safety committee process as directed and assigned, including preparing, reviewing, and sharing safety information.
11. Foster a positive safety culture system wide.
12. Cooperate fully and openly with State Safety Oversight activities, federal authorities and other external safety agencies as required.

Front-Line employees:

Front-line employees are expected to:

1. Promptly recognize and report all hazards and/or potential consequences of hazards that, without mitigation, would result in an unacceptable level of safety risk, coordinating with the Safety Department as necessary.
2. Attend training that will support safe job performance.
3. Safely carry out assigned tasks in accordance with training and procedures.
4. Communicate effectively with other employees, supervision, and management.
5. Foster a positive safety culture system wide.

1.4.2.4 Additional SMS Responsibilities by Function

Additional SMS responsibilities are assigned to key functional areas/departments as described in this sub-section. All functional areas identified in this ASP are deemed "safety critical" to the extent that they support safety objectives in the Safety Management Policy and/or the activities under one or more SMS components described in this Plan.

Each of the safety-critical areas below is fully documented through area/departmental programs, policies, plans, procedures, and protocols developed under the authority and responsibility of the managers and executive leadership of each area.

The areas are organized by ELT member, current as of the issue date of this ASP.

Chief Transit Officer

Bus, Rail, and Paratransit Service Delivery ("Operations")

Note: The Chief Transit Officer (CTO) also has responsibility for Marine Operations, however, the ferry mode is exempt from the requirements of 49 CFR Part 673. Therefore, for the purposes of this ASP, safety responsibilities related to marine operations are similar in scope and complexity to that described for other modes. For more information, contact the CTO or the Director of Marine Operations.

RTA's CTO, Directors of Bus and Rail, Director of Mobility Services and Alternative Modes, and respective Managers are responsible for:

- Managing safety in all departmental functions, including appropriate hazard identification, analysis and mitigation, and safety assurance on those mitigations
- Supporting SMS system-wide, including investigations, audits, and assessments
- Training, assigning, and monitoring bus and rail operators, senior supervisors, and supervisors
- Ensuring attendance in all mandatory trainings and meetings
- Maintaining, reviewing, and revising any operational Rulebook in coordination with the CSSEM
- Implementing rules compliance programs for operators, dispatchers, training instructors, and supervisors, and ensuring service quality assurance and quality control
- Reporting key performance indicators, operational data and other performance measures associated with daily tasks and activities to appropriate parties
- Investigating and managing customer complaints and taking corrective action as necessary
- Investigating employee reports of hazards and taking corrective actions as necessary
- Equipment inventory and tracking
- Managing employee discipline
- Safety messaging
- Ensuring representation on appropriate safety committees.

In addition to the above responsibilities, the Director of Mobility Services and Alternative Modes and team of Managers are responsible for:

- Training, assigning, and monitoring paratransit operators, reservationists, supervisors, dispatchers, and support staff in support of safe delivery of paratransit services
- Investigating and managing customer complaints and taking corrective action as necessary
- Investigating employee reports of hazards and taking corrective actions as necessary
- Ensuring compliance of all aspects of the paratransit operations with the Americans with Disabilities Act (ADA) and related federal requirements
- Safety messaging.

Bus, Rail, and Paratransit Communications

Safety-critical activities are described below:

- Control of employee sign-in, attendance procedures, run assignments, yard supervision, and discipline in accordance with agency rules and procedures and collective bargaining agreements
- Conduct of visual fitness-for-duty checks upon operator sign-in for duty
- Dissemination of safety-critical drivers' alerts and other notices
- Managing and directing control center operations and safety
- Responding to and managing of operational emergencies and incidents in coordination with the Safety Department, other RTA departments, the New Orleans Police Department (NOPD) Transit Police Unit, and other stakeholders
- Development, review, and implementation of day-to-day SOPs for the safe operation of all modes of transit service, in coordination with (respective) directors, the Safety Department, and other departments
- Dispatching (respective) operations supervisors and other staff to incidents and accidents as necessary, and closely coordinating with Safety Department in connection with events
- Internal safety messaging.

Operations Training

The (Senior) Manager is fully responsible for SMS compliance in the development and delivery of training—including new-hire, mandatory (annual) refresher, and post-accident training—for transit operations personnel. The training department's direct involvement in new-hire training for maintenance employees is typically limited to vehicle operation and defensive driving per company standards, while additional hands-on training is carried out within the corresponding maintenance division.

The (Senior) Manager of Operations Training performs the following safety-critical activities:

- Development, delivery, and review of all official training curricula materials,

including for safety-critical positions, tasks, activities, processes, methods, and programs
- Safety training program development and quality assurance
- Monitoring of training records and oversight of final training evaluations
- Training needs assessments in consultation with other Operations departments and in alignment with agency procedures
- Post-accident re-training based on deficiencies or non-compliances found during accident/incident investigations by Operations and/or Safety
- Simulator training
- Quality assurance evaluations (“ride evaluations” or “ride checks”) and follow-up coaching with operators as necessary
- Operator re-certification/re-qualification (or similar; currently in development)
- New-hire training for Operations employees on SMS principles, including hazard identification and reporting
- Refresher or re-certification training campaigns on an as-needed basis, such as in support of the reopening or recommissioning of lines, routes, services, or facilities.

Chief Asset Management Officer

Maintenance (All Modes)

Under the direction of the CAMO, Maintenance Divisions for all assets (vehicles, infrastructure, facilities, and equipment) are responsible for the following safety-critical functions:

1. Transit Asset Management
2. Maintenance Training (excludes CDL training and training on the operation of RTA revenue service vehicles)
3. Warranty Programs
4. Preventative and Corrective Maintenance
5. Work Orders and Documentation
6. Materials Management
7. Maintenance Quality Assurance
8. Specialized Maintenance Training

Safety-critical activities for these areas are described below.

- Ensuring proper training of all new mechanics and technicians to safely and effectively inspect, maintain, and repair the agency’s assets
- Training all maintenance staff in emergency/safety procedures and injury and illness prevention as appropriate, in coordination with the Safety and Emergency Management Departments
- Administering warranty programs for rolling stock and equipment
- Providing necessary mechanisms for reporting defects and hazardous conditions
- Administering and monitoring standardized programs, policies, and procedures,

and respective Maintenance Plans
- Supporting investigations of safety incidents and accidents as requested by the Safety Department
- Coordinating with the Safety Department and other stakeholders in the development of design specifications for, and formal acceptance of, new (revenue and non-revenue) vehicles and vehicle-borne, safety-critical systems
- Assuring that materials, supplies, equipment and parts under the care and custody of the area are stored, accessed and distributed safely and appropriately according to RTA procedures
- Coordinating with the CSSEM on safety requirements of materials
- Monitoring safe handling of and minimizing employee and environmental exposure to potentially hazardous products and materials.
- Approving (jointly with the CSSEM) and implementing the RTA Safety and Health Handbook which establishes OSHA-compliant policies, procedures, and rules for workplace safety.

Specifically, for Rail Infrastructure Maintenance (Including Maintenance-of-Way, or MOW, and Traction Power)--
- Assuring that rail infrastructure is properly maintained and available in safe operating condition according to RTA's procedures
- Providing necessary mechanisms for reporting defects and hazardous conditions
- Implementing the agency’s Roadway Worker Protection program to ensure employee and contractor safety along the entire streetcar trackway
- Administering and monitoring standardized programs, policies, and procedures, and the Rail Maintenance Plan
- Supporting Safety Department-led accident/incident investigations
- Monitoring safe handling of and minimizing employee and environmental exposure to potentially hazardous products and materials.
- Ensuring appropriate action to resolve reported or otherwise identified hazards in a timely manner
- As appropriate, coordinating the development and testing of engineering solutions as a means of addressing infrastructure-related hazards
- Serving as liaison with various municipalities and other external agencies for hazard resolutions involving infrastructure.

Specifically, for Maintenance Quality Assurance--
- Ensuring all documentation requirements of maintenance activities are fully implemented in conformance with regulations and the requirements of the SMS
- Where applicable, participating in the development of technical equipment specifications and procedures that address the safety requirements of regulatory agencies and RTA
- Ensuring that replacement equipment and modifications meet safety requirements prior to acceptance, installation or implementation
- Examining equipment and systems to explore the potential for increased efficiencies and improvements in safety as well as in performance

- Coordinating major equipment rebuild, repair, and retrofits
- Monitoring the performance of preventive maintenance efforts
- Ensuring there are no unauthorized modifications to vehicles and equipment

The Maintenance Department is responsible for developing and delivering certain training, directly, for its personnel. The specific training that an employee receives is based on their position description. Maintenance performs the following activities in this regard:

- Development and delivery of official agency training curricula materials, including for safety-critical positions, tasks, activities, processes, methods, and programs that are specific to Bus, Rail, and Paratransit Maintenance areas.
- Safety maintenance training program and development and quality assurance
- Develop, review, update, and implement Standardized Maintenance Procedures (SMPs)
- Monitoring and oversight of maintenance training records including evaluation of the effectiveness of the overall training program
- Quality assurance evaluations (standardized maintenance procedures, etc.) and follow-up coaching with technicians, as necessary.

Facilities Maintenance

Facilities Maintenance Safety-critical Activities:

- Assuring that facilities are properly maintained and accessible in safe operating condition according to RTA's procedures
- Providing necessary mechanisms for reporting defects and hazardous conditions
- Administering and monitoring standardized programs, policies, and procedures, and the Facilities Maintenance Plan
- Ensuring appropriate action to resolve reported or otherwise identified hazards in a timely manner
- Assuring compliance with local fire and life safety codes and requirements including alarm systems, fire hoses, and protective equipment in coordination with the Safety Department
- Assuring compliance with local, state, and federal environmental protection and hazardous waste requirements.

Fleet Advancement

The Director of Fleet Advancement and their team are responsible for:

- Assuring that all vehicle fleet technology hardware is properly maintained and available in safe operating condition according to RTA's procedures
- Providing necessary mechanisms for reporting defects and hazardous conditions
- Administering and monitoring standardized programs, policies, and procedures, and the Vehicle Maintenance Plan
- Ensuring appropriate action to resolve reported or otherwise identified hazards in a timely manner. As appropriate, coordinating the development and testing of engineering solutions as a means of addressing vehicle-related hazards

Specific to fleet technology—
The team is responsible for maintaining in-vehicle technologies including fare collection equipment, audio/video surveillance equipment, CAD mobile units, Public Address (PA) systems, and two-way radios.

Transit Stop Maintenance

The Transit Stop Manager develops, manages, and administers all aspects related to streetcar and bus stop maintenance, temporary relocations or closures, improvement projects related to asset management, and ADA compliance. The Transit Stops Manager also helps manage contracts for stop maintenance including shelter maintenance, cleaning, repair, and security. The position performs the following safety-related tasks:

- Manages all property landscaping, trash removal, amenity state of good repair, and facility repairs
- Manages the installations, removals and operational maintenance of all RTA shelters and associated amenities
- Manages all vendors involved with the maintenance of RTA assets including but not limited to shelters, benches, and trash pickup
- Coordinates with City of New Orleans on trash collection at bus and streetcar stops and provides recommendations to improve and streamline services
- Proposes shelter placements and types in accordance with RTA guidelines
- Assists in the development of specifications and guidelines related to stops and shelters
- Manages customer complaint resolution and questions. Develops and manages bus and streetcar operator feedback.
- Creates and maintains a master transit stop inventory for RTA Operations and Capital Projects departments for use by the staff using data from automatic passenger counters and scheduling software. (Planning and Scheduling determines locations and requirements and secures permitting for signs and shelters.)

Chief of Planning and Capital Projects

The CPCP has the responsibility for and oversight of the following areas:

1. RTA's Capital Plan
2. Project Delivery and Oversight
3. Safety and Security Certification (SSC)/Acceptance and the Safety and Security Certification Plan (SSCP)
4. Service Planning and Scheduling
5. Information Technology (IT)

Capital Project Delivery and Oversight

As required, the Capital Projects team may be assisted by a Program Management Consultant, Construction Management Consultant, General Architectural and Engineering Consultant, and/or other contractors.

The Director of Capital Projects will ensure that all contractors and consultants comply with the provisions of this ASP.

The SSC/Acceptance process is an important SA activity that is carried out jointly by the Safety and Capital Projects teams and is governed separately by the SSCP. The SSCP is developed, maintained, and implemented jointly by the CPCP and CSSEM. Depending on the scope, complexity, and initial risk assessment associated with each project, the Project Manager (as tasked by the Director of Capital Projects) and Safety Department staff follow the guidelines contained in the SSCP to determine whether a capital project or system modification requires SSC or Acceptance, and to what degree. Projects and system modifications are also jointly reviewed through a Management of Change SOP. (Also see 3.6.1 Safety and Security Certification.)

Service Planning and Scheduling

The Service Planning and Scheduling team performs the following safety-critical activities:

- System route analysis
- Scheduling and run-cutting for all fixed routes in coordination with the Operations departments and consistent with provisions of the collective bargaining agreement
- Station and stop locations and amenities
- Accessibility issues regarding RTA facilities and stops
- Community outreach

A responsibility of the Service Planning and Scheduling team that supports RTA's Management of Change processes is to incorporate a safety risk management review into the service adjustment ("pick") process, to ensure that hazards and accident/incident trends are taken into consideration when modifying, adding, or removing service. This review process is iterative throughout the year but at a minimum consists of a coordination meeting with the Safety Department at a point during each service pick that allows for minor adjustments to be made, as necessary, prior to commencement of service. Other, long-range mitigations recommended by the Safety Department during this coordination may be addressed through other steps pursuant to its Service Standards SOP. If necessary (based on the associated level of safety risk), the CSSEM formally tracks long-range mitigations to completion, through either Mitigation Monitoring Plans, CAPs, or other means.

Additionally, for phased implementation of large transit network redesign projects, the Service Planning and Scheduling Department engages Operations supervisors and training instructors, as well as Safety Department representatives, to conduct joint

assessments of bus and streetcar routes. The topics reviewed during these assessments may include any combination of: schedule (times of day), service frequency (headways), route alignment, vehicle dynamics, interface with signals or other components of the street network, and placement of transfer points or hubs.

Information Technology

Information Technology (IT) activities and systems require continuous management of risk and are safety-critical. IT is responsible for installing, maintaining and replacing hardware, firmware and software; investigating new technologies, and supporting agency-wide information management and protection.

IT provides and supports the following safety-critical areas and activities:

- Development and promulgation of IT policies, procedures and standards
- Desktop computer access
- Network access
- Telephone systems
- Applications
- Notification of system outages for internal and external customers
- Data warehousing
- Computer-Aided Dispatch (CAD) and Clever Devices tools for OCC
- Maintenance Management Information Systems
- Risk and vulnerability assessments of IT systems agency-wide
- Security badging hardware, software, and equipment
- Hardware and software for audio/video equipment
- Instructional services for use and protection of information technology systems and processes

IT also manages several contract employees and vendors. IT is responsible for providing safety management oversight of these contractors and vendors, including compliance with this ASP.

Chief Strategic and Financial Officer

Safety-critical activities for financial operations are related to the provision of accurate and timely financial services to stakeholders while fostering accountability. One of its primary functions is keeping the Accountable Executive informed of resource allocation and availability in the service of safety management.

A function reporting to the ~~CFO~~CSFO, the Office of Internal Audit and Compliance, is responsible for conducting any Internal Safety Management Audits (ISMAs) of the Safety Department through a standing, mutual agreement.

The ~~Chief Financial Officer~~CSFO has the responsibility for the following areas:

1. Strategic and Partnership Development
~~1.~~2. Budget Development and Administration

3. Grants Administration
~~2.~~4. Continuous Improvement
~~3.~~5. Procurement
~~4.~~6. Third Party and Internal Audits
~~5.~~7. DBE Compliance
~~6.~~8. Revenue Collection
~~7.~~9. Accounting

Procurement

RTA's Procurement ~~(Senior)~~ Director reports to the CFO and is fully responsible for SMS compliance in the Procurement area.

The primary safety management activities of procurement are to ensure that safety principles, requirements and representatives are included in the procurement process. In coordination with, or at the direction of, the CSSEM, the ~~(Senior)~~ Director assesses the level of safety risk associated with procurements and takes appropriate action in accordance with federal and state requirements. Additionally, safety must be managed in storage, warehousing, transportation, accounting, distribution, and disposal of all assets managed jointly by the department and the end-user department. This includes ensuring that information acquired in the procurement process is effectively communicated to the end users.

Office of Internal Audit and Compliance (OIAC)

RTA's Office of Internal Audit and Compliance (OIAC) functions under the oversight of the CFO and partners with the Safety Department to enhance and ensure the safety, cataloguing, development, and monitoring of internal processes.

The OIAC's principal responsibilities in safety management include ensuring the RTA's compliance with current FTA safety standards, conducting internal safety audits and compliance checks, and devising and executing the RTA Annual Audit Plan, which may incorporate safety-related assessments.

Chief External Affairs Officer

Customer Service

The (Senior) Manager of Customer Service (consisting of "Rideline" and "ADA" or "eligibility" teams at present) has the responsibility for the following safety-critical activities:

- Oversight, monitoring, and supervision of the customer service team
- Monitoring and ensuring proper handling of consumer complaints, suggestions, commendations, miscellaneous calls and correspondence relating to the agency
- Investigating complaints and concerns, employee reports of hazards and other required events, including coordination with other departments and preparing reports as necessary

- Collecting and performing trend analysis on customer and employee reports, concerns, and complaints
- ADA and reduced fare program eligibility and customer relations
- ADA compliance.

Intergovernmental Affairs

The Intergovernmental Affairs team has the responsibility for the following safety-critical activities:

- Community and government relations for RTA issues and operations
- Outreach to community organizations/stakeholders.

Marketing and Communications

Marketing and Communications is responsible for public relations, internal and external communications, marketing and retail sales, streetcar charters, advertising, film production and creative services.

The team also designates individuals to serve as RTA's Public Information Officer (PIO) under RTA's All Hazards Plan and related annexes.

The Marketing and Communications team coordinates closely with the Safety and Emergency Management departments to create and launch a variety of safety and emergency preparedness campaigns for RTA customers and the general public throughout the year.

Chief Human Resources Officer

RTA's Chief Human Resources Officer (CHRO) Officer reports to the Accountable Executive. The CHRO is fully responsible for SMS compliance in the HR areas.

The CHRO manages hiring, employee information, worker's compensation, administrative organizational development, company-wide training/certification, and employee programs. HR is responsible for ensuring that staff positions are effectively defined and classified and that qualified personnel are identified to meet staffing needs.

This department also manages the contracted employee assistance programs, including the program for substance abuse.

This department also administers and oversees the Workers Compensation ~~and Drug and Alcohol~~ Program~~s~~ in accordance with federal and state requirements.

Safety-critical activities include:

1. Talent Acquisition
2. Employee/Labor Relations
3. Talent Management

4. Compensation
5. Benefits
6. Employee Assistance Program (EAP)
7. Equal Employment Opportunity (EEO) Compliance
8. Document Management
9. Worker's Compensation matters
10. ~~Drug and Alcohol Program~~

Commented [SM1]: As of 2025, now resides in CSSEM; Will revise both sections.

Safety Critical activities in this area include:

- Coordinating of safety-critical pre-employment activities, including investigations, testing, DOT physicals, qualifications review and legal compliance in hiring
- Maintaining job descriptions incorporating SMS responsibilities and requirements; distribution of the descriptions as needed
- Accurately documenting hiring and other employment processes
- Managing recruitments based on direction from ELT, budget, and approved criteria
- EAP, including wellness services, including nutrition, injury prevention, financial counseling and physical and mental health
- Developing, implementing, and monitoring the Drug & Alcohol program in accordance with US DOT and FTA requirements
- Investigating complaints and incidents related to conduct in the workplace and recommending corrective actions as necessary
- Managing labor relations and all collective bargaining unit matters, inclusive of grievances, arbitration, and negotiation of contracts, currently with respective locals of the Amalgamated Transit Union (ATU), International Brotherhood of Electrical Workers (IBEW), and United Labor Unions (ULU)
- Maintaining centralized training records for the agency, including but not limited to: ethics training, FEMA ICS training, attendance of mandatory safety meetings, and SMS training.

Chief Legal Officer

RTA's Chief Legal Officer (CLO) reports to the Accountable Executive and is responsible ~~for reviewing~~for reviewing, advising on, and executing legal agreements and contracts on behalf of the agency, and establishing and reviewing RTA policies from a legal/compliance perspective. The ~~CLO also~~CLO is also responsible for risk management, liability claims (with the assistance of a third-party administrator who manages the day-to-day functions), and insurance policies to which the agency is bound.

Chief of Staff

This position is currently vacant. This section will be updated. ~~A restructuring of the organization in 2024 resulted in many of the former Chief of Staff's safety-critical duties being reassigned to the Chief External Affairs Officer.~~

1.4.3 Key SMS Personnel with Direct Responsibility for Rail Fixed Guideway Safety Oversight

Apart from the level- and function- specific SMS responsibilities described above, certain “key SMS personnel” [49 CFR Parts 673.23(d)(5) and 673.29] are considered to have a direct responsibility for safety oversight of the rail fixed guideway, and as such, must comply with FTA’s PTSCTP codified at 49 CFR Part 672. As of the adoption of this revision of the ASP, the key SMS personnel are:

- CSSEM
- All Safety Department and Emergency Management Department staff

The CSSEM serves as RTA’s designated point of contact (POC) for communication with FTA regarding PTSCTP matters as required in 49 CFR Part 672.21(3)(b) including semiannual reporting.

The Safety Department, under the CSSEM’s direction, coordinates a review of the status of required training per the PTSCTP during the annual review and revision of the ASP. The CSSEM maintains a safety training matrix for the key SMS positions and pursues external training opportunities in support of meeting these training needs by the specified compliance dates, to the extent practicable, e.g., FTA, TSI, the National Safety Council.

Key SMS personnel are responsible for complying with PTSCTP and internal SMS training requirements, including refresher training every two years. Per 49 CFR Part 672.13(d) key SMS personnel must now complete two elements as part of their refresher training:

1. Specific recertification training defined by FTA, and
2. ~~—~~Recertification training defined by RTA, which must include, at a minimum, one (1) hour of safety oversight training.

2.

1.5 Integration with Emergency Management

RTA develops, maintains, and implements all emergency management documentation as required by 49 CFR Part 673.11(a)(6)(i), hereby incorporated by reference. Jurisdictional agreements, including ~~Memoranda of Agreement/Understanding (MOU/MOA~~ Cooperative Endeavor Agreements~~)~~, are also maintained by RTA.

Emergency Management functions are subject to the requirements of Section II of this ASP, Safety Risk Management. Corrective actions arising out of emergency management functions, including drills, workshops, exercises, and After-Action Reports, are the responsibility of the CSSEM unless otherwise noted in the CAP.

The CSSEM ensures that resources are properly allocated to support emergency management functions in a manner that achieves SMS goals and objectives and

addresses any SMS deficiencies to the extent practicable. The CSSEM uses SMSSC and/or ELT meetings and proceedings to ensure a strong level of cross-departmental coordination on emergency management matters. Additionally, the CSSEM participates in and leads coordination meetings with City/regional stakeholders to discuss upcoming activities or initiatives, such as training, joint exercises, and external outreach campaigns.

The documentation listed below specifies primary agency-wide documents to manage emergency management functions, although this list is not exhaustive:

1. RTA All Hazards Plan and annexes
2. ~~Memoranda of Understanding/~~Cooperative Endeavor Agreements with law enforcement and emergency management partners
3. Emergency Exercise Plan
4. After Action Reports

Documents are available on the SharePoint intranet site under Emergency Management. They are reviewed annually in conjunction with revisions of this Plan.

1.6 SMS Documentation

Per the requirements of 49 CFR Part 673.31, RTA maintains all documentation incorporated here by reference for at least three years, in all versions, and will make them available as requested or required to the SSO, the FTA or other federal agencies having jurisdiction and authority. Other documents subject to other statutory compliance requirements (industrial safety, environmental, etc.) will be maintained according to law.

The CSSEM coordinates with each ELT member to identify and address process deficiencies or documentation gaps in their respective area(s) through a combination of the following: Safety Department-led Safety Assurance activities, SMSSC meetings, ISMAs, strategic planning coordination, and one-on-one workshops.

Documents that have a direct interface with this ASP are listed in APPENDIX D: LIST OF SAFETY POLICIES AND STANDARD OPERATING PROCEDURES. The list is for reference only and is not exhaustive.

An up-to-date list of controlled, final versions of safety procedures is maintained on the SharePoint intranet site and are also available upon request. Current versions of agency policies are maintained on the intranet site under “RTA Policies,” in accordance with the “Creation of Policy” Policy (HC49).

At present, a formal, agency-wide process for developing, reviewing, updating, and maintaining procedures is under development.

1.7 Roadway Worker Protection (RWP) Program

RTA has~~is currently~~ revised~~ing~~ its RWP program in accordance with 49 CFR Part 671.~~.~~[11] and is currently in the process of implementing new related training and protocols. ~~FTA requires RTA to submit the program for initial review and approval by the SSO and then establish the program by December 2, 2025. The SSO must also review and approve each subsequent update.~~ RTA's compliance with the RWP program will be discussed in quarterly compliance reports sent to the SSO, and will be audited annually by the SSO. The format of the quarterly compliance report is in development at this time.

~~RWP training is required for any employee or contractor that, in the course of their RTA-issued duties, may reasonably have to access or perform work in or along the RTA portion of the City of New Orleans right-of-way ("trackway") or whose work may foul the trackway at any point.~~

~~Currently,~~ RWP training is delivered in-person by qualified Safety Department staff. A computer-based refresher module is currently in development and is anticipated to be completed by the end of 2026~~5~~. Training consists of two levels:

- Basic Training (Level 1):
(Operators, supervisors, other transit workers) – 2 Hours (estimated)
  - Certification/Recertification (Valid for 2 years):
    - Written Exam (Passing Score >80%)
    - Field Exercise Proficiency Assessment (Documented participation in field exercise)

**This training will serve as refresher training for all levels of certification.*

- Advanced Training (Level 2):
(Roadway Workers In Charge --RWICs, Flag/Watch Person, Lone Worker, All Rail Maintenance) - 4 Hours (estimated)
  - Certification (Valid for 2 years):
    - Written Exam (Passing Score >80%)
    - Field Exercise Proficiency Assessment (Documented participation in field exercise)

~~Refresher training is required every two (2) years after initial certification in accordance with 49 CFR § 671.41(a)(4).~~

~~When completed and approved by the Executive Leadership Team and the SSO, the RWP Manual, initial training, and refresher training content will be incorporated into this Plan by reference.~~

[11] https://www.federalregister.gov/documents/2024/10/31/2024-25042/rail-transit-roadway-worker-protection

Also see RTA's Roadway Worker Protection Manual, developed and maintained in accordance with 49 CFR § 671.13.

Section II: Safety Risk Management

Under the requirements of 49 CFR Part 673.25(a), transit agencies must develop and implement a Safety Risk Management (SRM) process for all elements of the system.

RTA's formal SRM process incorporates all FTA requirements to: identify existing and foreseeable hazards, identify reasonable consequence(s) of those hazards that may result in adverse events, analyze those consequences to evaluate the level of safety risk, and establish and prioritize mitigations to reduce the level of safety risk to the lowest practicable level.

SRM encompasses the use of safety analysis tools by adequately staffed and trained personnel and departments, groups and committees at RTA, as well as the use of SMEs wherever appropriate, at the discretion of the CSSEM.

In addition, the SRM process at RTA is integrated with its SA program to ensure that safety risk mitigations are evaluated for effectiveness over time. SA processes are described in Section III.

2.1 Infectious Disease Hazards

The SRM process is applied to identifying strategies to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions. To the extent that any hazards are associated with known infectious diseases based on data and information provided by the Centers for Disease Control and Prevention (CDC) and/or state health authorities, SRM actions will be carried out in a manner that is consistent with guidelines provided by those authorities. This is pursuant to the infectious disease provisions under 49 CFR Part 673.25(b)(2)(ii).

More information on how the RTA manages hazards related to infection diseases can be found in Annex B: Infectious Disease Annex in the RTA's All Hazard Plan.

2.2 Hazard Identification

All department managers are required to identify hazards, report them, and mitigate them appropriately. All employees and contractors share a responsibility to identify and report hazards using a variety of methods established by RTA. To ensure proper recordkeeping as required by FTA and SAF3, department managers are responsible for providing regular updates to the Safety Department regarding hazards and mitigations taken.

2.2.1 Hazard Identification Sources

There are a variety of sources for hazard identification. RTA uses the following sources for hazard identification:

1. Reactive hazard identification involves analysis of events or outcomes that have already occurred. Hazards are identified through investigation of safety occurrences (including close calls), adverse events and hazard reporting from the field (such as rules compliance activities, safety committee meetings and customer reports) where adverse outcomes have been experienced in the system.
2. Proactive hazard identification involves real-time situations, such as through departmental inspections, audits, evaluations, observations, and assessments; proper management of change; training quality assurance programs; and the employee and contractor safety reporting programs. Job Hazard Analyses (JHA) identify and support a thorough analysis of hazards that may reasonably be encountered during the performance of a specific job or task. RTA actively seeks to identify hazards and mitigate them effectively before adverse events occur.
3. A specialized subset of proactive hazard identification is predictive identification, which involves the thorough and timely analysis of safety data collected by all departments to identify possible negative future outcomes or events; as well as monitoring the system in real time.
4. FTA and SSO data and information as required by 49 CFR Part 673.25(b)(2)(i), as well as industry experience, best practices, and lessons learned.
5. The Safety Department reviews Board of Commissioners and Riders Advisory Council meeting minutes for reported hazards and safety concerns. Hazards are elevated to the master Hazard Log as appropriate, based on safety risk.

2.2.2 Employee Reporting Systems

RTA has multiple avenues by which employees and contractors can report hazards. Investigations of hazards are also ~~properly~~ conducted in accordance with ~~documented per~~ SOPs #SAF-SOP-001 and SAF-SOP-002. ~~004-005 and distributed according to that SOP.~~

Employees are encouraged to report hazards through their chain of command, including their immediate supervision, or management if supervision is not available; through the safety committee process under SAF5; or by contacting the Safety Department directly.

Frontline Operations Department personnel also have the option of reporting the hazard to OCC, who will in turn input the proper information in Clever Incident Manager for handling by the appropriate internal party(ies). If an item requires the attention of the City of New Orleans or another external entity, the Safety Department generally serves as the primary point of contact on the matter until it is resolved.

RTA employees and contractors can also submit hazard information via a Safety

Hotline, which has the following options:

- Telephone – (504) 827-8367 (available 24 hours a day, 7 days a week)
- Email – safetyhotline@rtaforward.org
- Vorex "Help Desk" application (accessible via the RTA Intranet)
- Hazard Report Form (employees can submit the form to any of three labeled drop boxes: A. Philip Randolph (Canal) facility, Carrollton, or East New Orleans (ENO)).

Submitters have the option of reporting anonymously or confidentially to the Safety Hotline.

Designated Safety Department staff enter, track, monitor, analyze, and close hazards, or "tickets" through a cloud-based software application, "Vorex." This tool is convenient for staff to use and provides increased trend analysis capabilities.

Customer Service manages customer safety complaints, which are forwarded to the responsible department as applicable. The department investigates the report and develops and implements corrective action as needed, in coordination with the Safety Department if it is safety-related. Employees can also use this process as an anonymous option.

No matter what the source of information is or which department investigates and resolves the issue, the feedback loop to the reporting employee is required whenever possible. If the employee has not reported anonymously, the responsible (Technical or Executive Level) manager or CSSEM ensures that the results of the investigations and any corrective action are reported back to the reporting employee. For hazards entered in Vorex, the Safety Department is currently developing an "SMS ~~corner~~dashboard" on the intranet site coupled with postings on bulletin boards at all facilities, ~~which will consist of both a designated section of Safety Department-maintained bulletin boards as well as a dashboard on the RTA intranet site and will~~ to share status updates on reported hazards with all personnel.

~~For hazards or issues that are deemed "unacceptable" following the SRM process, the outcome of the report, investigation, corrective action, or mitigation is formally elevated to the SMSSC as appropriate.~~

(Also see Section IV – Safety Promotion.)

Protections for Employees Reporting Adverse Safety Conditions

RTA is committed to maintaining a robust positive safety culture. As part of that commitment, RTA will protect employees who report adverse safety conditions to management. As explicitly directed in SAF3, any employee who reports a valid violation, unsafe act or condition, or other safety concern directly to the Safety Department will not experience any reprisal from management. SAF3 also stipulates that such reprisal is not allowed if reported to any (other) member of (Technical or

Commented [SM2]: Will ensure this is aligned with latest update of SAF3 which is concurrent.

Executive Level) management. The CSSEM will promptly forward to the ~~Chief HCWD Officer~~CHRO any allegations or claims that this provision in SAF3 was violated during the handling of an employee-reported hazard or safety concern. If an employee reports and requests anonymity, the RTA will provide anonymity for all valid concerns.

Unprotected Self-Reporting

No willful violations will be subject to self-reporting protections. This includes but is not limited to any violations of Drug and Alcohol policies or requirements, criminal acts, or failure to report any criminal acts immediately.

2.2.3 Hazard Investigation

Hazards are investigated in each department as they are reported or identified. Department management identified in this ASP are considered primary points-of-contact and initial investigators. If necessary, the investigator may route the investigation to the Safety Department for additional technical support in accordance with SOP #~~004-005~~SAF-SOP-002. All investigative activities are properly documented according to the SOP and as required by the "SMS Documentation" provisions of this Plan.

In consultation with the Safety Department, the investigator first analyzes the hazard by identifying potential consequences. The purpose of investigation is to evaluate each hazard in terms of the level of safety risk associated with the worst credible outcome; and to examine the likelihood and severity of those consequences occurring. The worst credible consequence is defined as what the agency expects to be a realistic and imaginable consequence of the hazard.

RTA defines safety risk severity categories as a qualitative measure of the worst credible outcome, as indicated in Table 1.

Category	Description	Severity Definitions
1	Catastrophic	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding $10M.
2	Critical	Could result in one or more of the following: permanent partial disability, injuries, or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding $1M but less than $10M.
3	Marginal	Could result in one or more of the following: injury or occupational illness resulting in one or more lost workday(s), reversible moderate environmental impact, or monetary loss equal to or exceeding $100K but less than $1M.
4	Negligible	Could result in one or more of the following: injury or occupational illness not resulting in a lost workday, minimal environmental impact, or monetary loss less than $100K.

Table 1: Safety Risk Severity (Adapted from Table 2-4 from Rail Transit Agency Accident Investigations – Background Research, FTA[12])

RTA defines safety risk likelihood, or probability, as a measure of frequency relative to any of: a unit of time, the duration of an activity, the life of an item, or the life of a total fleet/inventory, as indicated in Table 2.

Frequency	Level	Probability Definitions
Frequent	A	Likely to occur frequently to an individual item. Continuously experienced in the fleet inventory.
Probable	B	Will occur several times in life of an item; will occur frequently in fleet/inventory.
Occasional	C	Likely to occur sometime in life of an item; will occur several times in fleet/inventory.
Remote	D	Unlikely, but possible to occur in life of an item; unlikely but can be expected to occur in fleet/inventory.
Improbable	E	So unlikely, it can be assumed occurrence will not be experienced to an individual item; unlikely to occur but possible in fleet/inventory.

Table 2: Safety Risk Likelihood

Staff may use either inductive or deductive evaluation methods, depending on circumstances to determine ratings for severity and likelihood.

The assessment of likelihood and severity shall consider any existing safety risk mitigations as appropriate.

2.3 Safety Risk Assessment and Prioritization

Safety Risk assessment and prioritization criteria are established through the process documented in this section. All official risk assessment and prioritization activities and any required actions developed as a result of assessments, will be led by the CSSEM, investigator, or other designee who is trained and qualified to perform such assessments. Once the severity and likelihood of the worst credible outcome have been established, the Safety Risk Index (SRI) can be calculated; i.e., the level of safety risk as a composite of severity and likelihood of the potential consequence of the hazard (Table 3).

[12] Rail Transit Agency Accident Investigations - Background Research, last updated July 2022

SAFETY RISK INDEX					
	Safety Risk Severity	1	2	3	4
Frequency of Occurrence	A	1A	2A	3A	4A
	B	1B	2B	3B	4B
	C	1C	2C	3C	4C
	D	1D	2D	3D	4D
	E	1E	2E	3E	4E

Table 3: Safety Risk Index

The SRI and safety risk acceptance criteria (Table 4) are reviewed to determine "acceptance" of the increased level of safety risk that was assessed—or that which will exist if left unmitigated. This level of safety risk acceptance is classified as one of the following: high, medium, low, or acceptable. At this point in the process, any assessment resulting in an SRI of low, medium, or high must be reported to the Safety Department. The CSSEM or designee will advise the investigator or department point-of-contact on next steps.

For acceptable hazards, the investigator or department point-of-contact is responsible for documenting the safety risk assessment. The Safety Department may audit the department's records.

For low, medium, or high hazards, the department representative, CSSEM or designee, and (if warranted) the SMSSC, shall jointly review and determine the appropriate mitigations for reducing the level of safety risk to an "acceptable" level to the extent practicable. The CSSEM, in coordination with SMSSC, determines whether the action(s) need(s) to be prioritized based on safety risk acceptance, and if so, how that prioritization shall occur.

For worst credible outcomes/consequences that are rated **high** or **medium**, the SSO must be notified as soon as practicable or no later than the conclusion of the safety risk assessment. The CSSEM is directly responsible for notifying the SSO.

SRI	Acceptance Criteria	Special Conditions	Approval Level
High	Unacceptable	**Requires immediate resolution.** Results must be recorded on Safety's Hazard Log and immediately reported to SMS Steering Committee*	CEO, CSSEM
Medium	Undesirable	**Actions require SMS Steering Committee and CSSEM review and approval.** Results must be recorded on Safety's Hazard Log*	CSSEM

Low	Acceptable with Review	**Requires dept. management review in consultation with CSSEM or designee**. Results must be recorded on dept. Hazard Log and managed by investigator or dept. POC, with follow-up provided to CSSEM as directed	Dept. ELT
Acceptable	Acceptable	**None – Can be managed at department-level**. Investigator or dept. POC is responsible for recordkeeping. Safety may audit dept. Hazard Log	Dept. Investigator/ POC

Table 4: Safety Risk Acceptance Criteria

If the hazard is currently mitigated, investigation involves an assessment of the effectiveness of current mitigations—that is, a determination of whether they are sufficient to address the associated risk, and if changes or additional mitigations are warranted to further reduce risk (until it reaches an acceptable level).

Based on the approved decision authority level that results from the safety risk assessment—unacceptable, undesirable, acceptable with review, or acceptable—the department performing the assessment is responsible for notifying the appropriate parties immediately, if they are not already involved. If the ELT must be notified, the CSSEM may recommend calling an emergency meeting of the ELT and/or SMSSC as appropriate.

2.4 Safety Risk Mitigation

Safety risk mitigations are methods to eliminate or reduce the severity and/or likelihood of a potential (worst credible) consequence of a hazard.[13] To the extent practicable, given constraints to budget and resources, the CSSEM shall prioritize mitigations based on SRIs, following the methodology described in 2.3 Safety Risk Assessment and Prioritization. ELT members share the responsibility to ensure that when the SRI is identified, the corresponding actions and approval levels in Table 4 are promptly adhered to.

Strategic decisions are made to ensure that risk is reduced to the lowest practical level. The risk mitigation strategy in place at RTA follows FTA guidance:

- Avoid: Avoidance removes the undesired consequence, such as canceling or delaying the operation or activity until risk is appropriately mitigated.
- Reduce: Risk reduction is the application of mitigations to reduce probability or severity to an acceptable level. It is noted here that it is rarely possible to reduce severity without engineering or operational configuration changes (such as speed reduction).
- Segregate: Segregation limits the exposure of people, assets, operations or activities to the consequences of the identified hazards.

[13] 49 CFR Part 673.5

The general, preferred hierarchy of mitigations at RTA, based on FTA guidance, is:

1. Design out the hazards
2. Install safety devices
3. Use warning systems
4. Administrative (rules, procedures, training)
5. Personal Protective Equipment (PPE)

Each level of employee has specific responsibilities in response to hazards.

- Front-line employees (and contractors) are trained to recognize and report hazards, and on what actions may be required of them to mitigate them, such as corrective maintenance, development of new training, stop hazardous work, use of PPE, rules compliance, use of Incident Command, and setting up barriers.

- Technical managers and supervisors must respond to and investigate hazards, deploy resources at their disposal to address and mitigate hazards under their control; and when additional resources or assistance are needed, inform executive management and/or the Safety Department in a timely manner.

- Executive management must allocate resources based on SRI and if resources are not available, ensure that no activities take place until the level of safety risk is mitigated to an acceptable level.

The CSSEM shall advise whether a CAP is required to facilitate the necessary actions to mitigate the safety risk to an acceptable level.

The CSSEM will monitor mitigations and (if applicable) corresponding CAPs to ensure consistency and compliance with the ASP. CAPs are submitted electronically to the SSO by the CSSEM for approval once the CAP is opened. Not all mitigations require a formal CAP to be submitted to the SSO. (Also see 3.7.1 Corrective Action Plans (CAPs).)

Safety risk assessments, prioritizations, mitigations, and corresponding CAPs for high and medium SRI-rated hazards will be reviewed jointly in the SMSSC. Similarly, updates concerning low and acceptable SRI-rated hazards may be reviewed in the SMSSC or through other means at the discretion of the CSSEM.

Risk still inherently exists even after mitigation; the department is responsible for monitoring the mitigation, in coordination with the CSSEM or designee, and promptly reporting if the mitigation is ineffective or introduces unintended hazards. The CSSEM will advise the department whether a Mitigation Monitoring Plan (MMP) is required, and if so:

- What level of documentation is sufficient and how it should be provided to the CSSEM,

- Who is responsible for implementing the MMP, and
- What should be entailed in the monitoring.

(Also see Section III – Safety Assurance.)

2.4.1 Safety Risk Mitigations Related to Risk Reduction Program Matters

Pursuant to Safety Committee and Risk Reduction Program provisions of the PTASP final rule[14], RTA shall 1) engage the LMSC and 2) follow specific, additional protocols when developing, implementing, and reviewing any mitigations that correspond with hazards or concerns that FTA has explicitly required RTA to include in a standalone **Risk Reduction Program**.

Note: Section 2.6 Risk Reduction Program lists the specific hazards/concerns which FTA has required to be handled through this process in coordination with the Safety Committee. The specific hazards/concerns shall be updated annually (in accordance with SOP 004-002) to ensure alignment with FTA requirements.

If the following three conditions are met, the LMSC may formally recommend a safety risk mitigation related to a Risk Reduction Program matter:

1. A formal risk assessment is required.
2. The mitigation must be formally approved by the LMSC before forwarding as a recommendation. This is accomplished through a vote that is captured in official LMSC meeting minutes.
3. The matter must be included in the current year's ASP, Risk Reduction Program section as a highlighted hazard or concern. (Refer to SOP #004-011 for additional information on this process.)

Forwarded mitigations will be incorporated into the subsequent year's revision of the ASP, Risk Reduction Program section, accordingly. This is required under 49 CFR Parts 673.11(a)(7)(iv).

There are two (2) specific FTA requirements that apply if the above conditions #1-3 are met and mitigations are considered for either of the two hazards that FTA has explicitly required RTA to include in its Risk Reduction Program:

1. Under 49 CFR Part 673.25(d)(3), when identifying safety risk mitigations related to vehicular and pedestrian safety events involving transit vehicles, RTA and the LMSC **must** consider mitigations to reduce visibility impairments for transit vehicle operators that contribute to accidents, including retrofits to vehicles in revenue service and specifications for future procurements that reduce visibility impairments.
2. Under 49 CFR Part 673.25(d)(4), when identifying safety risk mitigations related to assaults on transit workers, RTA and the LMSC **must** consider deployment of assault mitigation infrastructure and technology on transit vehicles and in transit

[14] Including but not limited to: 49 CFR Parts 673.11(a)(7), 673.19(d)(3)(i), and 673.25(d)

facilities. Assault mitigation infrastructure and technology includes barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators.

Another possible trigger for a safety risk mitigation being recommended by the LMSC is if a previous year's RRPT is not met. Consistent with the PTASP final rule, in any instance where RTA did not meet a (previous year's) annual RRPT, regardless of whether: there were no previous mitigations in place, the current mitigations were deemed ineffective or inappropriate, or additional mitigations are needed for continuous improvement purposes, the LMSC may identify and recommend safety risk mitigations it believes are necessary "to reduce the likelihood and severity of potential consequences."[15] (See 1.2.2 Safety Risk Reduction Program Targets (RRPTs) Under the National Public Transportation Safety Plan for additional information.) A safety risk assessment and formal vote to proceed with the recommendation are still required.

In any case where an LMSC-recommended safety risk mitigation is actively being implemented, the normal monitoring, prioritization, reporting, and tracking processes discussed in this Plan still apply. However, a key difference between mitigations corresponding with **Risk Reduction Program** matters and other mitigations is that the agency **must** implement these mitigations in accordance with 49 CFR Part 673.23(d)(1)(i). (Also refer to the Accountable Executive's SMS responsibilities listed in 1.4.1 Key Individual SMS Accountabilities and Responsibilities.)

Like other mitigations, the CSSEM shall advise whether one or more CAPs is required to effectively implement the recommended mitigation(s). The CSSEM will also monitor the mitigation and any corresponding CAPs as applicable. Not all mitigations require a formal CAP. (Also see 3.7.1 Corrective Action Plans (CAPs).)

2.4.2 Safety Committee-Recommended Safety Risk Mitigations Unrelated to Risk Reduction Program Matters

Under the SRM provisions of the PTASP final rule, the LMSC's role in recommending safety risk mitigations unrelated to the Risk Reduction Program is also tied to specific requirements. The Accountable Executive must consider mitigations recommended by the LMSC that do not relate to any Risk Reduction Program hazards or concerns.[16]

When upon considering the recommended mitigation, the Accountable Executive elects not to implement it, FTA requires them to "prepare a written statement explaining their decision…(and) submit and present this explanation to the transit agency's Safety Committee and Board of Directors or equivalent entity."[17]

2.5 Tracking

[15] 49 CFR Part 673.19(d)(3)(i)
[16] See 49 CFR Part 673.23(d)(1)(ii)
[17] 49 CFR Part 673.25(d)(6)

The department identified as having tracking responsibilities in Table 4, above, must document all SRM activities associated with each hazard and consequence and provide regular status reports to the CSSEM, to executive leadership, or to the corresponding safety committee, as appropriate. Using these reports as well as the official Safety Department Hazard Log, Department Hazard Log, and other documentation, the CSSEM tracks mitigations to ensure that no unacceptable risk is assumed due to error or omission and ensures that any associated CAPs are developed and reported to the SSO as required.

The official Hazard Log contains one sheet with all hazards whose assessed SRI meet either the high or medium threshold. ~~Note: An export from the Vorex tracking system is currently under development and is intended to serve as the CSSEM's primary tool for communicating the status of all "low/acceptable" hazards.~~

The Hazard Log is reviewed by the SMSSC during regular meetings and is shared regularly with the SSO.

The following fields of information are provided in the Hazard Log:

- ID number
- Hazard description– refers to a brief narrative summary of the hazard – what it is; where it is located; what elements it is comprised of element of RTA's operation affected by the hazard
- Date identified
- Hazard source– indicates the mechanism used to identify the hazard, e.g., operator report, near-miss, accident investigation, internal safety management audit, rules compliance program, facility/equipment inspection, formal hazard analysis
- Safety Risk Index (SRI)- whether assessed by the department with support from the CSSEM or by the Safety Department directly
- (Recommended) Hazard Resolution/Mitigation/CAP– refers to the actions recommended by RTA to address the hazard and bring it into a level of risk acceptable to management
- Status– refers to the status of the recommendations. Status may be designed as pending, open, in progress, or closed.

2.6 Risk Reduction Program

Title 49 U.S.C. § 5329(d) as amended by the Bipartisan Infrastructure Law, requires transit agencies that are Section 5307 recipients and serve an urbanized area of 200,000 or more to include in their ASP a Safety Risk Reduction Program ("Risk Reduction Program").

In accordance with 49 CFR Part 673.11(a)(7), this section constitutes the Risk Reduction Program. It will be revised annually as part of the ASP revision cycle (SOP 004-002). Incorporating by reference other policies, documents, and ASP sections as appropriate, this section:

1. Addresses the reduction and mitigation of vehicular and pedestrian safety events involving transit vehicles that includes safety risk mitigations consistent with 49 CFR Part 673.25(d)(3);
2. Addresses the reduction and mitigation of assaults on transit workers that includes safety risk mitigations consistent with 49 CFR Part 673.25(d)(4); and
3. Includes (by reference) the safety performance targets set by the Safety Committee for the safety risk reduction program performance measures established in the NSP ("RRPTs").

The Risk Reduction Program is an ongoing effort that will be regularly evaluated and refined based on performance data, incident reports, and feedback from employees and the community. RTA remains committed to continuously improving safety outcomes and achieving the RRPTs set by the Safety Committee.

RTA will continue to review guidance and regulations in connection with Risk Reduction Program hazards, concerns, and specific mitigations that FTA requires all agencies to consider and will update this section accordingly.

2.6.1 Current Hazards or Concerns for the Risk Reduction Program

Summary of Adverse Outcomes From FTA-Identified Hazards or Concerns (Based on Most Recent FTA Requirements)						
	Outcome	**Related Measure(s)** [18]	**RRPT established in ASP?**	**Prev. Year's RRPT met?**	**Current Mitigations in Place?**	**LMSC-Rec. Mitigation(s) in ASP?**
1	**Vehicular and pedestrian safety events involving transit vehicles**	**3, 4**	**Yes**	**Yes ~~N/A – first year of required RRPT~~**	**Yes**	**No**
2	**Assaults on transit workers**	**7, 8**[19]	**Yes**	**N/A – ~~first year of required RRPT~~not enough data available**	**Yes**	**No**

[18] See RRPT table in 1.2.2 Safety Risk Reduction Program Targets (RRPTs) Under the National Public Transportation Safety Plan.
[19] Note: RRPTs 7 and 8 are not possible to set because the NTD has not yet collected three (3) years of data on "assaults" as defined by FTA.

RTA is committed to reducing the level of safety risk associated with the identified hazards or concerns above. To achieve this, the agency has implemented a comprehensive Risk Reduction Program that 1) includes a review of existing mitigations, 2) measures performance using the RRPTs set by the Safety Committee, and 3) fosters continued collaboration with the Safety Committee to explore additional mitigations, if necessary.

In connection with other ongoing strategies and initiatives to improve employee and patron safety, the Risk Reduction Program aims to reduce the number and rates of accidents, injuries, and assaults on transit workers. This program is designed to proactively identify and analyze the hazards(s)—including an in-depth look at sub-elements such as environmental factors, equipment configuration, training, and sufficiency of procedures—and collaboratively develop meaningful mitigations.

2.6.1.1 Vehicular and Pedestrian Safety

To address vehicular and pedestrian safety events, RTA has implemented and will continue to implement the following:

- **Internal and External Outreach Programs:**
  The agency will conduct outreach programs aimed at raising awareness about vehicular and pedestrian safety. These programs will involve collaboration with local communities, stakeholders, and the general public to promote safe behaviors around transit vehicles and at transit stops.

- **Operator Training:**
  RTA will provide ongoing, mandatory training for transit operators focusing on safe driving practices, defensive driving techniques, and pedestrian awareness. This training will equip operators with the skills needed to prevent events and respond effectively to potential hazards.

2.6.1.2 Assaults on Transit Workers

To reduce the risk of assaults on transit workers, the agency will continue to implement the following measures:

- **Mandatory Training:**
  -All transit operators, road supervisors, and maintenance employees will undergo mandatory training focused on recognizing warning signs, de-escalation, personal safety, and how to handle situations involving aggressive or violent behavior. This training will be designed to prepare staff for potential scenarios and reduce the likelihood of assaults occurring. ~~This has been in development since late 2023.~~

- **Additional Security Coverage:**
  Leveraging security grant funds, in the 2025 solicitation for system security services (RFP 2025-031), RTA added a roving 24-hour post to the scope of services and new contractual requirements to enhance security coverage

throughout the system.

2.6.2 Risk Reduction Program Targets

As a transit agency serving an urbanized area of 200,000 or more, RTA is required to establish (through its designated Safety Committee, the LMSC) RRPTs for each of the performance measures identified in the NSP.

(Also see related sections 1.2.2 Safety Risk Reduction Program Targets (RRPTs) Under the National Public Transportation Safety Plan and APPENDIX A: 2025 SAFETY PERFORMANCE AND SAFETY RISK REDUCTION PROGRAM TARGETS.)

2.6.3 Incorporation of LMSC-Recommended Safety Risk Mitigations

As of this writing, there have not been any related safety risk mitigations formally recommended by the LMSC. If a safety risk assessment results in the LMSC recommending mitigations for RTA's consideration (through an official vote) the provisions of 2.4.1 Safety Risk Mitigations Related to Risk Reduction Program Matters shall apply. This will include the consideration of specific types of mitigations as required by FTA, namely reductions to "visibility impairments for transit vehicle operators" and "assault mitigation infrastructure and technology on transit vehicles and in transit facilities." (Also refer to 2.4.1 Safety Risk Mitigations Related to Risk Reduction Program Matters.)

LMSC-recommended mitigations may either be provided in this section of the ASP or maintained in a separate document and incorporated by reference, at the CSSEM's discretion.

Additionally, it should be noted that if safety risk mitigations are formally recommended by the LMSC and subsequently added to (or incorporated in) this section of the ASP, under 49 CFR Part 673.23(d)(1)(i), the Accountable Executive must implement the mitigations.

2.6.4 Required Actions if RTA Does Not Meet a Risk Reduction Program Target

Under the Risk Reduction Program provisions of the PTASP final rule, a large, urbanized area provider that does not meet an established RRPT must:

1. Assess associated safety risk, using the methods or processes established in Section II: Safety Risk Management.
2. Mitigate associated safety risk based on the results of a safety risk assessment. The transit agency must include these mitigations in a plan to address the deficiencies under the direction of the Accountable Executive.[20]
3. Allocate its safety set-aside in the following fiscal year to safety-related projects eligible under 49 U.S.C. 5307 that are reasonably likely to assist the transit agency in meeting the safety performance target in the future.[21]

[20] See 49 CFR Part 673.27(d)(4)
[21] See 49 CFR Part 673.27(d)(3)(iii)

Section III: Safety Assurance

Safety Assurance (SA) is a continuous process, constantly interacting with SRM. It is a set of systematic, ongoing processes that are both led and facilitated by the Safety Department to monitor system safety performance. This monitoring is used to: verify that safety objectives are being met; identify previously unforeseen hazards; ensure that mitigations in place are effective and not creating new hazards; and collect data on safety that can be analyzed, trended and shared in support of continuous improvement of the SMS. In addition, SA activities assist the agency in identifying and correcting practical drift and in establishing appropriate safety performance measures and SPTs.

The CSSEM is responsible for ensuring SA processes are compliant with 49 CFR Part 673 and are effective.

In accordance with FTA requirements for Safety Committees under 49 CFR Parts 673.19(d)(3)(ii) and 673.19(d)(3)(iii), LMSC members are responsible for identifying any safety risk mitigation which they believe to be ineffective or not implemented as intended and for identifying safety deficiencies for purposes of continuous improvement.

3.1 Safety Performance Monitoring and Measurement

RTA has established activities to:

- Monitor the RTA system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- Monitor RTA operations to identify hazards not identified through the SRM process (per 49 CFR Part 673.25);
- Monitor RTA operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- Investigate safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs.

3.1.1 Safety Data Analysis

Under SAF3, RTA departments must identify, collect and analyze data on their safety critical functions in close coordination with, and at the direction of, the CSSEM or designee.

Sources of data ~~at RTA~~ that are required to be submitted to the CSSEM or designee include, but are not limited to:

- Employee reporting systems, including self-reporting
- Field reports and observations from supervision and managers
- Preventive maintenance and other scheduled inspections
- Results from drills and exercises, and critical incident debriefings from actual

emergency events
- ISMAs and SMS implementation documentation
- Quality assurance and quality control inspections, audits and other activities
- Employee, passenger and public reports of injury
- Planning and scheduling data collection
- Key performance indicators
- Accident and incident Investigation reports
- NTD data collection and reporting
- Drug and alcohol compliance programs
- Rules and procedures compliance activities
- Training and certification records
- Safety committee activities and reports
- Roadway Worker Protection (RWP) Program data, including job safety briefing and good faith challenge forms

Each department submits its data related to safety performance and mitigation monitoring, to the executive in its area for review and verification. The CSSEM may request this documentation as part of the agency-wide SA effort. Executives are expected to discuss data and safety performance at SMSSC meetings as appropriate. Safety performance data are also reviewed by the RTA Board of Commissioners at their request.

3.1.2 Risk-Based Inspections (LADOTD)

In October 2022, FTA issued Special Directive 22-32, under authority of 49 U.S.C. § 5329(k) and 49 CFR § 670, requiring that LADOTD develop and implement a risk-based inspection (RBI) program of the rail transit agencies it oversees. An RBI program uses qualitative and quantitative data analysis to inform ongoing inspection activities. RBI programs are designed to prioritize inspections to address safety concerns and hazards associated with the highest levels of safety risk. As described in 49 U.S.C. § 5329(k), the SSO developed policies and procedures for inspection access and data collection in consultation with RTA, with the program taking effect following its adoption into Louisiana Administrative Code in 2024.

RBIs are conducted by SSO staff and contractors with support from the RTA. They do not replace existing inspections conducted by RTA described elsewhere in this ASP and other safety policy and procedure documents.

The RBI program is organized by FTA into six categories, which are summarized in this section. Some categories necessitate the development of agency-specific procedures, many of which are currently in development. These procedures will follow guidelines provided by the SSO in Appendix F of this Plan, which contains RTA's RBI Procedures Manual addressing those sections. When these procedures are developed and receive the concurrence of appropriate Executive and Senior Leadership Team members, they will be incorporated into this Plan by reference.

3.1.2.1 Category 1: SSO Authority

In 2014, Louisiana Revised Statute 48:214 re-identified LADOTD as the SSO, granted it the authority to “enter onto and inspect the property of operators of fixed guideway rail systems receiving federal funds without prior notice” to the extent necessary to fulfill its obligations under federal law, and provided it with the authority to implement rules and regulations as necessary to comply with federal law. To meet requirements introduced by 49 U.S.C. § 5329(k), the SSO updated its SSO Program Standard located in Louisiana Administrative Code 70:IX.Chapter 15 in 2024. This update gives the SSO the authority to collect and analyze data regarding safety program implementation at NORTA and to access each RTA property, with and without advanced notice, for the purposes of conducting inspections into RTA activities regarding the implementation of its safety program.

3.1.2.2 Category 2: RBI Policies and Procedures

Category 2 describes how and when the SSO will access RTA facilities for RBIs, conducting inspections at the RTA four times per year at minimum. The SSO has the authority and capability to conduct inspections with or without notice, and these inspections can occur at any time deemed necessary based on the SSO’s review of RBI data. RTA will provide SSO staff and contractors with an escort for all inspections of publicly inaccessible areas. Inspections will include infrastructure, equipment, records, personnel, and data. Also see APPENDIX F: RBI PROCEDURES MANUAL.

3.1.2.3 Category 3: Data Sources and Collection

Category 3 addresses what data will be collected by the SSO from the RTA. RTA will submit safety, inspection, and maintenance data elements quarterly as part of the RBI process, except for capital projects and financial data submitted annually. The SSO may increase this frequency if necessary to evaluate systemwide safety risk. RTA must share data that supports trend analysis and the prioritization of inspections, including safety, maintenance, inspection, administration, and other data elements with the SSO, as is required in 49 U.S.C. § 5329(k)(2) and 5329(k)(4). The data elements and metrics used to inform prioritization, as well as the processes for sharing and securing data, have been established in collaboration with the SSO. Also see APPENDIX F: RBI PROCEDURES MANUAL.

3.1.2.4 Category 4: Inspection Prioritization

Category 4 explains how the SSO will prioritize inspections based on relative risk. The SSO uses a safety risk index based on the same industry standard (MIL-STD-882E) as RTA’s Safety Risk Index from Section II: Safety Risk Management. The SSO uses its safety risk index to identify equipment, facilities, or procedures whose potential failures intersect at higher levels of severity and probability to receive higher overall risk ratings. The highest scoring equipment, infrastructure, and practices will be prioritized for inspection first. The SSO’s data analysis and prioritization process is ongoing and will be updated to reflect changing safety conditions. When system conditions change, the SSO will analyze new data and develop new prioritization ratings; these will inform potential revisions to inspection priorities. Unless required by activities or changes in system safety, the SSOA will schedule and perform an updated safety analysis and

inspection prioritization at a minimum, annually.

3.1.2.5 Category 5: RBI Program Commensurate with RTA Size and Complexity

Category 5 requires that SSO inspection policies and procedures are tailored to RTA's risk profile based on its size and complexity. Considered a small and noncomplex system based on its mode, physical characteristics, and operational characteristics (as reported in NTD), the SSO will conduct at least four onsite RBIs annually. If the RTA streetcar system changes in a way that affects its risk profile, the SSO will update inspection policies to account for this change.

3.1.2.6 Category 6: SSO Staffing, Qualification, and Training

Category 6 describes the staffing and training requirements SSO program staff and contractors must meet to effectively implement and manage a risk-based inspection program. In addition to the general technical training requirements required for SSO personnel in 49 CFR Part 672, the SSO will coordinate with RTA to ensure staff also have the specific skill sets and knowledge necessary to carry out the SSO program at RTA. This includes completing RTA trainings specific to system components identified in the SSO's Technical Training Plan (TTP).

3.2 Rules and Procedure Compliance Activities

A robust SMS requires ongoing SA activities; that is, continuous performance monitoring, conducted in the field with real-time assessment and data analysis, to provide management with the best and most reliable information for assessing performance.

General orders, bulletins, memos and notices are issued as interim measures until permanent changes are made in the ~~Operations~~ RTA Streetcar Rulebook and/or (Operations) Employee Manual (as appropriate). To ensure the appropriate level of executive management oversight, Special Orders, Permanent Orders, Temporary Orders and Change Orders that modify or are intended to permanently establish rules and procedures must be approved and signed by the CSSEM.

All Rulebook and (Operations) Employee Manual revisions must be reviewed and approved ~~in a committee format,~~ as described in ~~the~~ both ~~Rulebook~~documents. ~~Note: A significant revision of the Rulebook is currently in development. Status updates regarding the development of the Rulebook may be provided in LMSC and/or SMSSC meetings as appropriate.~~

Operations and Maintenance technical management and Executive-level management are responsible for monitoring compliance with rules and procedures.

Note: At this time, the process by which all rules compliance activities are coordinated between Operations and Safety is still in development. Cloud-based applications are being evaluated which are intended to help with coordination between Operations, and Safety personnel concerning rules compliance in the field.

3.3 Internal Safety Reviews

RTA has three types of ongoing, internal safety reviews to monitor compliance with its SMS as described in this ASP. These reviews are required under 49 CFR Parts 673.27(b) and (revised in the 2024 release of the SSO final rule) 674.27(a)(5). They are Internal Safety Management Audits; ongoing monitoring of SPMs, SPTs, and RRPTs; and Safety Department-led SA reviews, audits, and inspections.

3.3.1 Triennial Internal Safety Management Audit Program (ISMAs)

This program is owned and overseen by the Accountable Executive and implemented by the Safety Department. Each SMS component and subcomponent and the related activities and functions described in this ASP is audited once every three (3) years in accordance with this schedule on a rotating basis: ~~. Individual ISMAs (performed once annually) are organized by their corresponding SMS component~~

- ~~(Safety Management Policy,~~ Year 1: Safety Risk Management~~,~~
- Year 2: Safety Assurance, and
- Year 3: Safety Policy and Safety Promotion~~), in order to foster and enhance collaboration between auditors and auditees and to reinforce the principles and basic framework of SMS to continuously improve the RTA's safety culture.~~

~~Note: Safety Assurance and Safety Promotion are proposed to be combined in one year, tentatively scheduled for 2025, to ensure all four components are covered in the required three-year timespan.~~

Deficiencies require CAPs to be developed and implemented by the department or functional area. All ISMA reports are submitted annually to the SSO under the CEO's signature as required by the SSO and 49 CFR Part 674. Specifically, the regulation now requires RTA to submit a report documenting all internal safety review activities and the status of subsequent findings and corrective actions.[22]

SOP 004-100 dictates how ISMAs are administered, including a requirement that prior notice is given to the SSO and ~~and all ISMA activities adhere to SSO requirements. F~~final audits are shared with the SMSSC for review. ~~and may be discussed at subsequent SMSSC meetings.~~

The CSSEM is ~~tasked~~ responsible ~~with~~ for overseeing the process and ensuring compliance with federal and state requirements and alignment with industry best practices and standards.

~~The rolling three-year calendar for upcoming ISMA topics is provided in the Annual Report due to the SSO on or around February 15th of every year. The CSSEM may recommend changes to the topic list in between Annual Reports, pending SSO~~

[22] See 49 CFR Part 674.27(a)(5)(iv)

~~concurrence.~~

As of 2021, the audit of the Safety Department's SMS compliance is performed by the Office of Internal Audit and Compliance (OIAC).

3.3.2 Safety Department-led Safety Assurance

Key SMS personnel, at the direction of the CSSEM, conduct periodic, unannounced SA inspections or field observations to ensure compliance with safety-critical rules and procedures.

The CSSEM oversees the process to ensure integrity and compliance, and has the discretion to require more regular reporting if necessary in a given area. Staff document their observations and any non-compliances using the appropriate SA form or other document as directed by the CSSEM. The Safety Department has developed both online (SharePoint-based) and paper forms specific to certain, higher risk activities, e.g., special streetcar operations, flagging/Maintenance-of-Way, and special track work. Findings, trends, and concerns are presented to ELT, department management, and/or safety committees, as appropriate.

If necessary, the Key SMS personnel are authorized to cease operations or a work activity if they identify an imminent hazard posing an unacceptable level of safety risk. They have the authority and responsibility to coach any employees whom they observe not following a procedure/official training or committing an unsafe act. These one-on-one coaching sessions are then documented using a standard form. Additional, web-based and mobile-ready SA forms are currently in development in cooperation with the Bus and Streetcar Operations Department leadership.

3.3.3 Monitoring of Safety Performance Measures

Monitoring of the system wide SPMs identified in 1.2 Safety Performance Measures and Targets1.2 Safety Performance Measures and Targets requires all departments that collect data directly applicable to the Performance Measures report these measures to the CSSEM or designee at their request. Generally, progress relative to the SPTs and RRPTs set forth or referenced in the ASP will be reviewed in SMSSC meetings and/or other ELT meetings. Progress relative to some targets is also presented in a Monthly CEO Report and in various public RTA meetings.

Internal safety reviews are designed to monitor all activities and functions to identify non-compliances with the ASP and correct them, identify hazards, and implement mitigations to reduce safety risk. They are also a means of identifying any existing mitigations that may be ineffective, inappropriate or were not implemented as intended as required.

The CSSEM or designee will coordinate with and support any department that has a non-compliance or deficiency with developing a CAP and/or mitigation as necessary.

[Also see 3.7.1 Corrective Action Plans (CAPs).]

3.4 Safety Assurance: Maintenance and Support Functions

In addition to the above SA activities that apply for all departments, there are maintenance and related support functions under the purview of the CAMO, specifically.

These functions of maintenance control are fully documented in Maintenance Control Plans, processes and procedures for the following areas:

a. Preventive, predictive, and corrective maintenance – rail, bus, paratransit/automotive/non-revenue maintenance, MOW (rail infrastructure), and facilities maintenance
b. Support activities, including contracted activities (component repair, equipment repair, overhaul, metrology, transportation, mainline recovery, fabrication)
c. Hazard management, quality assurance and quality control
d. Lifecycle Planning, including reliability and maintainability
e. Supply chain, procurement and materials management and warehousing
f. Fleet management and transit stop maintenance
g. Transit Asset Management support and interface

Refer to the Maintenance Control Plans, and related procedures, for each maintenance department.

3.5 Investigations

49 CFR Part 673.27(b)(3) requires the transit agency to establish activities to conduct investigations of safety events to identify causal factors. FTA's SMS approach requires investigations to apply the "Organizational Approach;" that is, all investigations will seek to identify causal and contributing factors instead of simply blaming the person closest to the event.

Internal investigations of all FTA-defined safety events are initiated by the department or functional area that experienced the event in accordance with the RTA Investigation SOP #~~004-005~~SAF-SOP-002. That department or functional area will continue to carry out the investigation unless otherwise directed by the Safety Department or an external investigator (e.g., FTA, SSO, NTSB).

Major event investigations are the responsibility of the CSSEM and the Safety Department. These include: any events which meet a reporting threshold for the SSO and/or FTA, any events classified as "Tier 1" by RTA, and any events otherwise ~~deemed serious~~requested by the CSSEM.

Corrective actions stemming from any findings contained in the final investigation report must be developed by the departments and functional areas, in consultation with the

Safety Department, and be approved by the SSO prior to implementation (for rail only). Upon receipt of formal approval, actions are coordinated and managed by the CSSEM and fully implemented in the approved time frame by the responsible party(ies). Responsible parties may or may not reside in the department or functional area that initially reported the safety event.

Generally, RTA will take appropriate measures (mitigations) to reduce the level of safety risk (likelihood and/or severity) associated with identified contributing factors in order to prevent reoccurrence. One or more CAPs may comprise a single safety risk mitigation.

CAPs may also be unrelated to the mitigation(s) as they may be aimed at addressing system deficiencies or non-compliances that were identified during the investigation but did not contribute to the event.

The CAP management process will be carried out at the direction of the CSSEM, in accordance with SSOPS requirements. [Also see 3.7.1 Corrective Action Plans (CAPs).]

3.5.1 Event Reporting

RTA is required to report events as defined by FTA and the SSO. 49 CFR § 674.33 requires RTA to notify the SSO and FTA within two hours of the following types of events:

- Fatality
- Two or more injuries
- Derailment
- Collision resulting in one or more injuries
- Collision between two rail transit vehicles
- Collision resulting in disabling damage to a rail transit vehicle
- Evacuation for life safety reasons
- Unintended rail transit vehicle movement.

~~The two-hour notification requirement excludes criminal actions that result in fatalities or injuries.~~

RTA adheres to the reporting and notification requirements outlined in 49 CFR Part 674 and related guidance.

Means of reporting to the SSO are defined in the SSOPS. FTA is notified through the US DOT Crisis Management Center (CMC) by email at toc-01@dot.gov. Refer to SOP #~~004-005~~SAF-SOP-002 for more detailed information.

RTA and the SSO jointly review safety event investigations and notifications, including the status of reports and related corrective actions. Also see 3.7.1 Corrective Action Plans (CAPs).

3.6 Management of Change (MOC)

The Management of Change (MOC) process is designed to identify and assess changes that might introduce new hazards or negatively affect the agency's safety performance. RTA is dedicated to identifying such changes for further evaluation to ascertain if they can reasonably lead to adverse impacts.

The CSSEM employs a Director-led Configuration Management Committee (CMC). This committee, which operates as an SMS Subcommittee under the CSSEM, is responsible for reviewing Change Request Forms submitted by various RTA Project Managers. Within the MOC framework, a project manager is defined as any individual overseeing the implementation of a change in RTA's transit system that might pose a potential hazard. Such changes can either introduce new hazards or influence the suitability or efficiency of existing mitigation measures.

Whenever a change occurs, it must undergo evaluation via the SRM, as though it is a newly identified hazard. Refer to Section II – SRM for details.

The primary goal of the MOC Procedure is to guide and unify the actions taken to gauge the risk level associated with significant changes. However, the process might encompass minor changes that might lead to potential safety hazards. This procedure aligns SAF5, the SSCP, and the relevant section of this ASP.

Every department and functional area is tasked with identifying changes, conducting a preliminary assessment, and then escalating and forwarding any concerns to the CMC based on the determined safety risk level.

As the SMS Executive, the CSSEM escalates the analysis and any subsequent actions or mitigations to either the SMSSC or the Accountable Executive as appropriate based on a preliminary assessment of risk and/or other considerations. The CSSEM is authorized to require additional safety risk mitigation measures before approving a change. If the safety risk level remains unclear, or if there is a need for more technical expertise to determine risk, the designated representative from the CSSEM department may lead this analysis.

SA activities that may identify a need to manage change, include:

- Monitoring of service delivery activities (including field observations)
- Monitoring operations and maintenance data
- Analysis of employee safety reporting program
- Evaluations of the SMS
- Safety audits, studies, reviews, and inspections
- Safety surveys
- Investigations.

At a minimum, changes need to be assessed through SRM if they substantially change

the system (e.g., streetcar line extensions) or constitute a major safety-critical re-design (excluding functionally and technologically similar (“in-kind”) replacements. When evaluated or considered through any SRM process, the evaluation or analysis must be properly documented.

The following areas are specialized sources of risk associated with change.

3.6.1 Safety and Security Certification

SSC is an FTA-defined process of verifying that certifiable elements and items comply with a formal list of safety and security requirements developed for major construction, rehabilitation or vehicle procurement projects. Certifiable elements are those project elements that, as determined through hazard analyses, can adversely affect the safety and security of customers, employees, emergency responders, or the public.

SSC is accomplished through a collaborative effort between the CSSEM and the applicable Project Team, which may include representatives from other RTA departments as well as project contractors.

The process is guided by RTA’s SSCP which is jointly maintained by the CPCP and CSSEM. It is based on industry best practices, FTA guidance, and an American Public Transportation Association (APTA) Recommended Practice (RP), Document # APTA SS-ISS-RP-008-24.[23]

The Safety and Security Certification Review Committee (SSCRC) reports to and receives direction from the SMSSC and provides guidance for RTA’s SSC program.

3.6.2 System Modification

Physical changes to the system that are not governed by the SSC process often fall under the Engineering Modification Process. This includes evaluation and assurance, under the SRM process, that a proposed modification does not create unacceptable or undesirable risk in a system, vehicle, equipment or facility previously certified under the SSC process.

System modifications must be forwarded to the Safety Department for handling. Modifications may be subject to the Management of Change (MOC) Procedure as deemed appropriate by the CSSEM. Additionally, internal safety reviews and external audits of the Capital Projects and Maintenance Departments will include a careful review of this process, to ensure it is performing as intended.

3.6.3 Procurement

[23] Available at https://www.apta.com/research-technical-resources/standards/security/apta-ss-iss-rp-008-24/

When the agency must make new procurements; changes to existing materials, vendors and contracts; or changes to the procurement process itself, RTA Executive-level management must apply the SRM process of this ASP to the extent practicable.

The process established for procurement follows the same steps as other changes:

1. The department or area must assess whether the change (procurement) will carry risk or introduce hazards.
2. If a consequence of the change being introduced is an increased level of safety risk, the department or area must notify the Safety Department. Alternatively, through the internal, Automated Procurement System, the CSSEM "signs off" on all solicitation requests, change order requests, sole source requests, and state contract procurement requests. During this review stage, the CSSEM or designee considers whether the procurement creates a new hazard or otherwise elevates risk for the agency. The System allows the CSSEM or designee to attach additional requirements onto the request via a formal memorandum..
3. If appropriate, mitigations must be in place before the procurement is finalized or the change is made. This process will be led by the Safety Department, in consultation with the Procurement Department and the department/area securing the material, vendor, or contractor.

3.7 Continuous Improvement

Continuous Improvement is the process by which RTA examines its safety performance to identify safety deficiencies and carries out a plan to address the identified safety deficiencies. It consists of formal activities designed to evaluate the effectiveness of the SMS. Specifically, it will:

1. Identify the causes of sub-standard performance of the SMS
2. Determine the implications of sub-standard performance of the SMS in operations
3. Eliminate or mitigate such causes.

Its key elements are proper management of all activities through the SRM process; proper change management; compliance activities, including those contained herein in Section III – SA; and performance auditing.

As required in 49 CFR Part 673.27(d)(1)(i), the Continuous Improvement process for safety shall include the identification of deficiencies in both the SMS and the RTA's performance relative to SPTs and (because RTA serves an urbanized area of 200,000 or more) RRPTs. (See 1.2 Safety Performance Measures and Targets for more detailed information.)

As required in 49 CFR Part 673.27(d)(1)(ii), the Continuous Improvement process for safety shall also address the role of the LMSC—as the designated Safety Committee under 49 CFR part 673.

For any RRPT that RTA was unable to meet in the preceding year, the agency must allocate its “safety set-aside” equaling not less than 0.75% of its Section 5307 funds for the year to safety-related projects that are reasonably likely to assist the agency in meeting the safety performance target in the future.

Collectively, the annual ASP revision cycle, SMS Implementation Plan updates, and ongoing SMSSC meeting structure provide a framework for identifying and capitalizing on new opportunities to improve, review, grow, and enhance the SMS. ELT is directly engaged in this process and supports the CSSEM in integrating continuous improvement discussions and initiatives into other standard business processes such as the annual workplan and budget review processes.

Once deficiencies in the SMS are identified, corrective actions must be implemented in accordance with this ASP and applicable SSO requirements. Opportunities for enhancement are also communicated to the appropriate ELT member or the CEO as Accountable Executive for consideration. As SMS Executive, the CSSEM is duly authorized to implement such corrective actions and recommend other enhancements needed to achieve a more mature SMS.

3.7.1 Corrective Action Plans (CAPs)

CAPs are required to correct non-compliance with the ASP or referenced internal requirements or deficiencies in the SMS; and otherwise by direction of the SSO or the FTA. Per FTA guidance on ASP implementation, CAPs are not to be confused with mitigations, although in some instances, they may be one in the same or a CAP may have a very similar companion mitigation or vice versa. In either case, the CSSEM is ultimately responsible for monitoring and verifying completion and for ensuring the hazard or concern is adequately addressed.

For hazards with lower-level SRIs, the CSSEM delegates this responsibility to the local department’s point-of-contact, consistent with the SRM provisions in Section II of this Plan.

49 CFR Part 674.37 explicitly requires CAPs to be developed and submitted to the SSO for consideration of approval for the following, at a minimum:

1. Results from (safety event) investigations in which either the SSO or RTA determined that causal and/or contributing factors require corrective action;
2. Findings of non-compliance from safety reviews and inspections performed by the SSO; and
3. Findings of non-compliance from internal safety reviews (“ISMAs”) performed by RTA.

The SSOPS indicates the conditions under which RTA is required to develop and carry out a corrective action. All CAPs at RTA will conform to the requirements of the SSOPS.

The majority of RTA CAPs stem from one of these three (3) types of sources, above.

All CAPs must be reviewed and approved by the SSO per 49 CFR Parts 674.27(a)(11) and 674.37. CAPs are submitted by the CSSEM to the SSO electronically for approval. Upon obtaining the SSO's approval, they are entered on the CAP log where they are tracked by the CSSEM to closure.

Usually, this approval is required prior to beginning implementation of the corrective action, but in exigent circumstances involving immediate protection of life and property, the action may be commenced and then reviewed and accepted or modified by the SSO. RTA will attend all scheduled meetings to discuss the CAPs and coordinate activities with the SSO. CAPs may also be coordinated and discussed in SMSSC or other types of meetings involving the leadership of the affected department(s).

CAP closure is dependent upon SSO verification of closure and approval.

Section IV: Safety Promotion

A robust SMS is dependent upon ongoing management commitment to addressing safety risk through training and communication.

4.1 Competencies and Training

RTA is currently reviewing and updating its comprehensive safety training curriculum for the following types of personnel, pursuant to 49 CFR Part 673.29(a):

- All operations and maintenance personnel, and
- Key SMS personnel (as defined in this Plan).[24]

Training requirements shall be established by this section, in concert with RTA policies and department-owned policies, procedures, manuals, and plans~~. More detailed information about position-specific training requirements can be found in HR's Training Matrix, which was developed pursuant to a recent CAP (#24-01, submitted and closed in 2024).~~.

The development and review of safety-related training programs will include consultation with the ~~Joint~~ Labor-Management Safety Committee (LMSC) to ensure frontline workforce perspectives are incorporated in accordance with 49 U.S.C. § 5329(d).

In support of the overarching comprehensive safety training program, training requirements, whether established at the RTA policy level or by individual departments, shall encompass:

1. Departmental and functional area responsibilities for training, including on-the-job training (OJT) for all levels
2. Specialized internal safety-related training programs [e.g., industrial safety, respirators, first aid/CPR, Blood-borne Pathogens (BBP), and RWP] (Also see 1.7 Roadway Worker Protection (RWP) Program in Section 1.)
3. Topics/elements that are either specifically required in federal regulations or are directed by this Plan or any policies or procedures to which it refers [e.g., accident/incident investigation, safety and security certification, de-escalation, incident management/ Incident Command System (ICS) training]
4. Vendor-provided training controlled by RTA and deemed necessary for safety-critical functions or tasks for the personnel listed above
5. Initial, or new hire, training for each of the personnel listed above
6. Technical training for safety-critical functions or tasks
7. Continuing safety education and training, to include any required re-certification

[24] For the purposes of this ASP, all provisions related to the comprehensive safety training program are focused on these personnel types per the requirements under 49 CFR Part 673.29(a). Additional training may be deemed appropriate and implemented by RTA for these personnel types and for other positions or departments not referenced in this section. For all employee training, also refer to individual position descriptions (see HR), directives, memos, policies, or procedures as applicable.

training whether deemed required by RTA policy or by individual departments
8. Other certifications not included in #7, above
9. Contractor training requirements as applicable
10. Training records creation, access, and maintenance
11. Quality Assurance (QA) for the training programs
12. Train-the-trainer programs
13. Participant (student and trainer) feedback and assessments
14. SMS training (see section 4.1.1 SMS Training Requirements).
~~14.~~15. Evaluation of training effectiveness through post-training assessments or demonstrated competency as part of SMS Assurance.

Instruction in safe practices or methods while performing operations, maintenance, and safety procedures is included in relevant rulebooks, manuals, handbooks, and other documentation, as determined to be necessary and maintained by each respective department in consultation with the HR Department.

The (Senior) Manager of Operations Training (for operations personnel), respective ELT member to whom the identified personnel, above, report, and the Chief Human Resources Officer (or designee) are jointly responsible for developing, implementing, reviewing, and overseeing training programs in accordance with this section.

All new and revised training elements meeting one of the comprehensive safety training area descriptions shall be submitted to the CSSEM for review.

If a revised training element (or a revision to an associated procedure) constitutes a major system change, it shall be reviewed in accordance with the provisions in 3.6 Management of Change (MOC).

All employees must take mandatory incident management/ Incident Command System (ICS) training through the Federal Emergency Management Agency's (FEMA) online Emergency Management Institute, as follows:

- All employees must successfully pass IS-100 – Introduction to Incident Command System (Alternatively, the internal City-Assisted Evacuation Plan (CAEP) and IS-100 familiarization training is an acceptable substitute for this requirement.)
- Designated Incident Management Team positions must successfully pass:
    - IS-200 – Basic Incident Command System for Initial Response
    - IS-700 – An Introduction to the National Incident Management System
    - IS-800 – National Response Framework, An Introduction.

Other introductory safety, security, and emergency management presentations and workshops are available upon request and have been delivered to senior leadership team members and other groups by request. The Safety, Security, and Emergency Management Departments develop and adapt their training to cover the following topics as needed:

- SMS responsibilities and accountabilities specific to each department or function
- Employee Safety Reporting Program
- SMS documentation and recordkeeping requirements
- Accident and incident trends
- Rule or procedure changes
- CAP management process
- How to assist the Safety Department with Safety Promotion efforts as outlined in this ASP section
- Emergency management roles and responsibilities under the All Hazards Plan
- System security policies and procedures
- Crisis awareness and de-escalation.

4.1.1 SMS Training Requirements

Separate and apart from the comprehensive training described above, certain SMS training is required for each of the following: Key SMS Personnel as designated in this Plan, all directors and above, and all active LMSC members, as described in greater detail in the next three subsections.

All employees in all departments are required to take basic SMS ~~a one-hour "SMS 101" course~~ training delivered by the Safety Department during new-hire orientation. Additionally, a computer-based training offering of "SMS 101" is under development and will be included in the mandatory trainings for all employees through the LMS portal.

All personnel with safety responsibilities who are not designated as Key SMS Personnel are encouraged, but not required, to obtain either the Transit Safety and Security Program (TSSP) certificate or PTSCTP certificate in either bus, rail, or both. They are welcome to pursue either of these certificates as part of their individual professional development plans. Employees who do so should send all certificates upon successful completion to the HR Department for recordkeeping.

RTA does not consider any contractors to be "key SMS personnel". Contractor employees are welcome to pursue and maintain PTSCTP and/or TSSP certification on their own in coordination with their respective RTA points of contact and/or project managers.

4.1.1.1 Key SMS Personnel Training Requirements

(Also see 1.4.3 Key SMS Personnel with Direct Responsibility for Rail Fixed Guideway Safety Oversight.)

Key SMS personnel are responsible for complying with PTSCTP and internal SMS training requirements, including refresher training every two years. Per 49 CFR Part 672.13(d) key SMS personnel must now complete two elements as part of their refresher training:

1. Specific recertification training defined by FTA, and
2. Recertification training defined by RTA, which must include, at a minimum, one (1) hour of safety oversight training.

The recertification training defined by FTA in (federal) FY 2025 is a TSI module entitled, "Advancing Safety Assurance Through Corrective Action Plans." All key SMS personnel have been notified of this new requirement.[25]

Key SMS personnel have received direction under a separate, internal memo on the recertification training defined by RTA, which includes a minimum of one (1) hour of safety oversight training as required by FTA.

Each person serving in a "Key SMS" position is solely responsible for applying for and maintaining their individual PTSCTP certification with FTA and for providing documentation to the HR Department for recordkeeping in the LMS.

4.1.1.2 Training Requirements for Directors and Above (Agency-Wide)

All directors and above in all departments must enroll in and complete TSI's "SMS Awareness" course within three (3) years of being hired or promoted into the position. The certificate must be provided to the HR Department for recordkeeping in the Neogov LMS.

Optionally, directors (who are not designated as Key SMS Personnel in this Plan) may obtain PTSCTP certification as a voluntary participant in the PTSCTP. There are no timeframes specified by FTA for completing the PTSCTP on a voluntary basis. Documentation from any classes taken pursuant to the PTSCTP certification must be sent to the HR Department for recordkeeping.

(Also see the "Director-level" requirements listed in 1.4.2.2 SMS Responsibilities for All Management and Staff.)

4.1.1.3 Training Requirements for Active LMSC Members

All active LMSC members must enroll in and complete TSI's "SMS Awareness" course within one (1) year of being appointed to serve as an LMSC member. The certificate must be provided to the HR Department for recordkeeping in the LMS. In the capacity of SMS Executive and POC for communication with FTA regarding PTSCTP matters, the CSSEM oversees the compliance of each LMSC member with this requirement.

(Also see *1.4.2.1 Safety Committee Requirements* Related to the SMS.)

4.2 Safety Communications

[25] https://www.transit.dot.gov/PTSCTP

Effective safety communication is one of the foundational components of SMS. Its purposes are to:

1. Ensure that personnel are aware of the SMS
2. Convey safety-critical information
3. Explain why particular safety actions are taken
4. Explain why safety procedures are introduced or changed
5. Provide feedback on employee-reported hazards and safety concerns.

The primary safety communication responsibility of the ELT at RTA, under the requirements of 673.23(c), is to actively and personally communicate the Safety Management Policy to all employees and contractors. Any changes to the Safety Management Policy must be approved and distributed to all employees. All approved policies are shared on the RTA SharePoint Intranet and through ADP. All employees are required to review and "acknowledge" all company policies in ADP.

Methods of communicating safety information to RTA employees include face-to-face meetings and interactions, sending agency-wide emails, posting and/or distribution of bulletins, department notices, Driver/Safety Alerts, and memoranda, sending electronic messages via the Computer-Aided Dispatch (CAD) system "Clever Devices", and through a quarterly Safety Department newsletter. Posted information can be found at a central location in each department easily accessible to employees. Note: Other efforts are currently in development stages such as the Safety Ambassador program which are intended to further support Safety Promotion and enhance two-way communication about safety initiatives and topics. Updates will be reflected in future versions of this Plan accordingly.

RTA's comprehensive employee safety promotion program includes the following elements:

- Facility/location safety inspections and audits with written reports and follow-up responses to employees as appropriate;
- Periodic employee awareness training;
- Periodic safety blitz or "stand-down" events;
- Quarterly safety meetings;
- Mandatory crisis awareness and de-escalation training for operations and maintenance personnel;
- Employee safety, security, and emergency management training programs delivered by the corresponding department under the direction of the CSSEM;
- SMS training and workshops hosted by the Safety Department by request;
- Safety posters, and posting of reports, information, statistics, data, notices, bulletins, awareness campaigns, flyers, health services, employee assistance programs and other safety information in employee work areas;
- Information on hazards and safety risk relevant to transit workers' roles and responsibilities;
- Updates on any actions taken by RTA in response to reports submitted through

the ESRP;
- Annual worker right-to-know programs and industrial safety training; and
- Periodic insurance carrier/broker assessments.

4.2.1 Safety Committees

The SMSSC and the LMSC both play integral roles in promoting safety within the organization, fulfilling key elements of the SMS framework.

The SMSSC, led by executive leadership, drives the strategic promotion of safety by guiding SMS implementation across all departments. It oversees safety goals, coordinates and manages CAPs, and advises on policy updates, such as the RTA Safety Management Policy (SAF3). Through this, the committee ensures safety remains a top priority, fostering a strong safety culture aligned with the ASP and supporting agency safety performance objectives.

The LMSC plays a vital role in promoting safety by creating a collaborative platform for front-line employees and management to discuss and review the safety program. Together, they address safety concerns, review workplace conditions, and ensure compliance with both labor and safety regulations. Importantly, the LMSC complies with statutory requirements in Title 49 U.S.C. § 5329(d), as amended by the Bipartisan Infrastructure Law, specifically subsections (1)(A) and (5)(A). By incorporating equal input from represented and non-represented staff, the LMSC fosters shared ownership of safety and compliance across the organization.

Together, these committees ensure the promotion of a proactive, collaborative, and compliant safety culture as part of the organization's SMS.

~~Other safety-focused committees that generally meet on an as-needed basis are described further in SAF5.~~

Members in both safety committees, in consultation with the Safety Department, shall ensure the results of cooperation between front-line employees and management are properly communicated with the entire agency, as required in 49 CFR Part 673.29(b). The primary means of communication are posting and making available official meeting minutes, as discussed in further detail in SAF5 and related procedures. Note: The Safety Department is currently reviewing ways to enhance messaging and communication with front-line employees, including bulletin boards in all facilities and the SharePoint intranet site.

(Also see *1.4.2.1 Safety Committee Requirements* Related to the SMS.)

4.2.2 Hazardous Materials

All maintenance and support personnel who are required to use chemicals and hazardous or toxic substances are trained in the safe use of such substances.

Employees who move to new positions are provided training in the use of any new chemicals that they may be assigned to use by the supervisor.

RTA is responsible for developing procedures that ensure compliance with the hazardous materials standards by all RTA employees and implementing the SA process for hazardous materials.

The chemical, hazardous material and GHS Safety Data Sheet (SDS) review process is incorporated into Maintenance Department procedures and training. All chemicals and hazardous materials used by RTA employees or in the RTA operating system shall be evaluated and approved by the CSSEM or his/her designee prior to use or testing of the product in accordance with the SOP.

The end user must ensure that the CSSEM has reviewed and provided written approval of the requested chemicals prior to procurement, including procurement utilizing blanket orders, petty cash, purchase cards, construction specifications or equipment specifications. Substitutes for chemical products and hazardous materials shall have prior CSSEM approval.

All users of any approved product must read the Evaluation/SDS Approval prior to using the product and follow all instructions and precautions. The CSSEM or his/her staff may conduct site visits where chemicals are being used to ensure that workers are aware of the hazards and that they are using the proper PPE.

4.2.3 Drug and Alcohol Compliance

RTA has developed a Drug & Alcohol-Free Workplace Policy (HC23) to ensure a safe environment for the public and RTA employees.

The Designated Employee Representative (DER; reports to the ~~CHRO~~CSSEM) has primary responsibility for administering a Drug & Alcohol Testing Program in accordance with 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs and 49 CFR Part 655: Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations. HC23 establishes procedures for the Drug and Alcohol Testing Program, which is administered by the DER, in close coordination with Operations, Maintenance, and ~~Safety~~Human Resources Departments. The appendix section of HC23 includes both a list of DOT safety-sensitive positions under the current organizational structure, as well as a list of non-DOT ("RTA") safety-sensitive position for which testing is conducted under RTA's authority.

APPENDICES FOLLOW

APPENDIX A: 2026~~5~~ SAFETY PERFORMANCE AND SAFETY RISK REDUCTION PROGRAM TARGETS

~~The updated SPTs and RRPTs are included in this appendix.~~ Safety Performance Targets are updated each calendar year based on actual safety and mechanical system failure data as reported by RTA~~ to the NTD.~~ Safety and Security reporting for the previous three (3) years under NTD's Safety and Security Major and Non-Major criteria was accessed and reviewed in support of establishing all targets. All targets are established in accordance with FTA regulations and guidance except Preventability Rate Targets which are internally driven and not required by FTA. ~~Some are~~ Mileage-based targets rely on the last three years of Vehicle Revenue Miles (VRMs) for each mode reported to NTD. VRMs by mode are ~~, which are available in the NTD and~~ displayed here, for reference:

VRMs by Mode for Previous Three Years (As Available in NTD)			
	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2022	5,747,849	780,415	1,037,001
2023	6,083,923	764,481	1,214,414
2024	5,603,314	805,047	1,091,274
3-Year Average	5,811,695	783,314	1,114,230

This appendix is divided into ~~two~~ three sections, one for each of the two required target-types~~:~~ SPTs ~~SPTs~~ and RRPTs, and a third for preventability rate targets by mode. The target calculation criterion from FTA's SPTs Guide v3, is provided with each target for reference.[26]

SPTs (Excluding Those That Overlap with RRPTs)

S4. Pedestrian Collision Rate - # of pedestrian collisions/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~**2025 Target**~~**2026 Target**	0.0000002~~0.0000003~~	0.0000026~~0.0000059~~	0.0000000~~0.0000000~~

S5. Vehicular Collision Rate - # of vehicular collisions/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)

[26] https://www.transit.dot.gov/regulations-and-programs/safety/public-transportation-agency-safety-program/safety-performance

~~2025 Target~~2026 Target	0.00000360.0000065	0.00002470.0000299	0.00000390.0000059

S6. Fatalities - # of fatalities

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~2025 Target~~2026 Target	0	0	0

S7. Fatality Rate - # of fatalities/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~2025 Target~~2026 Target	0.0000001	0.0000000	0.0000000

S8. Transit Worker Fatality Rate - # of transit worker fatalities/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~2025 Target~~2026 Target	0.0000000	0.0000000	0.0000000

S11. Transit Worker Injury Rate - # of transit worker injuries/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~2025 Target~~2026 Target	0.00000080.0000029	0.00000130.0000029	0.00000090.0000021

S14. System Reliability – VRM/ # of major mechanical system failures (mean distance between major mechanical system failure)

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~2025 Target~~2026 Target (miles)	7,131 ~~7,125 miles~~	23,039 ~~29,200 miles~~	31,835 ~~51,508 miles~~

* Currently, there are seven (7) overlapping targets. The following SPTs overlap with RRPTs: **S1, S2, S3, S9, S10, S12,** and **S13**. Where any SPT is a duplicate of any RRPT, the RRPT takes precedence to avoid any conflict and to ensure compliance with FTA regulations.

RRPTs

Note: RRPTs are formally established by the LMSC as required in 49 CFR Part 673.19(d)(2). Official RRPTs are found in meeting minutes and other materials maintained exclusively by the LMSC. These materials are available on the RTA SharePoint, Safety Committees site. To the extent practicable they are included here, however, these are *for reference only*.

R1. Major Events - # of major safety and security events[27]

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~**2025 Target**~~**2026 Target**	24~~28~~	67~~64~~	5~~4~~

R2. Major Event Rate - # of major safety and security events/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~**2025 Target**~~**2026 Target**	0.0000042~~0.0000048~~	0.0000855~~0.0000858~~	0.0000048~~0.0000042~~

R3. Collisions - # of collisions reported

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~**2025 Target**~~**2026 Target**	23~~26~~	23~~19~~	5~~5~~

R4. Collision Rate - # of collisions/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~**2025 Target**~~**2026 Target**	0.0000039~~0.0000045~~	0.0000289~~0.0000233~~	0.0000045~~0.0000039~~

R5. Injuries - # of injuries as defined by the NTD reported

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~**2025 Target**~~**2026 Target**	44~~48~~	11~~12~~	10~~10~~

[27] Whereas FTA previously directed transit agencies to omit security events from its targets related to "major events" pg. 14 of the NSP now states "all safety and security major events as defined by the NTD."

R6. Injury Rate - # of injuries as defined by NTD/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~**2025 Target**~~**2026 Target**	0.00000760.0000084	0.00001400.0000160	0.00000870.0000094

R7. Assaults on Transit Workers* - # of assaults on transit workers as defined by NTD

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~**2025 Target**~~**2026 Target**	N/A	N/A	N/A

R8. Rate of Assaults on Transit Workers* - # of assaults on transit workers as defined by NTD/VRM

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
~~**2025 Target**~~**2026 Target**	N/A	N/A	N/A

***** The RRPTs, “Assaults on Transit Workers” (#R7) and “Rate of Assaults on Transit Workers” (#R8) are not possible to set because the NTD has not yet collected three (3) years of data on “assaults” as defined by FTA.

~~**Notes on Collision**~~ **Preventability Rate Targets By Mode**

Mode	Fixed-Route Bus	Streetcar	Non-Fixed-Route Bus (Paratransit)
2026 Target	1.62	2.97	1.43

Determinations of ~~accident/incident~~ preventability have no bearing on any SPTs or RRPTs per FTA guidance.

~~As comparison, the current internal benchmarks for preventable collisions and other safety events for each mode are as follows:~~

- ~~Fixed-Route Bus – 2.3 per 100,000 vehicle revenue miles (VRM)~~
- ~~Streetcar – 1.5 per 100,000 VRM~~
- ~~Non-Fixed-Route Bus (Paratransit) – 2.3 per 100,000 VRM.~~

Note: A collision that is counted for internal benchmarks may not necessarily constitute a reportable collision in NTD.

General Notes

The NTD defines a safety event as a collision, derailment, fire, hazardous material spill, act of nature (Act of God), evacuation, or other safety occurrence not otherwise classified occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle and meeting established NTD thresholds.

Refer to page 12 of the NSP for descriptions of each SPM used in developing these targets.[28]

For the purpose of establishing targets, safety events involving non-revenue vehicles are not included as they are not generally reported to NTD. Safety events involving RTA maintenance employees operating revenue service vehicles *are* included for their respective mode as these are reported to NTD. Occupational injuries taking place in administrative or non-revenue facilities or otherwise not meeting an NTD reportable threshold are *not* included.

All measures related to assaults on transit workers, by definition, include both major and non-major events.

All rates are calculated using VRM for the corresponding mode as reported to NTD, unless otherwise noted.

Under previous FTA guidance, injuries were considered only those which are reported to NTD either as a major or non-major event but excluding assaults or other security events. Now, per page 14 of the NSP, RTA's interpretation of the requirement is that all injuries are included regardless of event type.[29]

For "Transit Worker Injury Rate" FTA has clarified in its guidance that this includes the categories "transit employee/contractor," "transit vehicle operator," and "other transit staff."[30]

~~Due to differences in the reporting thresholds, the safety events reflected here are not necessarily the same as the streetcar safety events reported to LADOTD in accordance with 49 CFR Part 674.~~

[28] https://www.transit.dot.gov/regulations-and-programs/safety/national-public-transportation-safety-plan
[29] See FTA Safety Performance Targets Fact Sheet (https://www.transit.dot.gov/sites/fta.dot.gov/files/2020-08/SafetyPerformanceTargetFactSheet_20200814.pdf)

[30] See pg. 7 of the Safety Performance Targets Guide v3 (https://www.transit.dot.gov/regulations-and-programs/safety/public-transportation-agency-safety-program/safety-performance)

SPTs are formally made available to the agency's Metropolitan Planning Organization (MPO), the Regional Planning Commission (RPC), per the requirements of 49 CFR Part 673.15(a), and to LADOTD annually for review and comment prior to finalizing the ASP. Refer to the Agency Safety Plan Revision SOP #004-002.

APPENDIX B: ORGANIZATIONAL CHART

APPENDIX C: DEFINITIONS/ACRONYMS

Definitions

The following definitions used in this document are consistent with 49 CFR Parts 625, 630, 670, 673, and 674. The source of each is noted in brackets, including the "SMS Glossary of Terms: FTA's Guide to Relevant Terms for SMS Development" of September 2016 shown as "[SMS]".

Accident – a type of safety event, typically a collision. Note: 49 CFR Part 673 no longer includes this term.

Accountable Executive – a single, identifiable person who has ultimate responsibility and accountability for the implementation and maintenance of the ASP; responsibility for carrying out the Transit Asset Management Plan (TAMP); and control or direction over the human and capital resources needed to develop and maintain both the Safety Plan in accordance with 49 USC § 5329 and TAMP. [673]

Assault on a Transit Worker – as defined under 49 USC § 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker. [673]

Advisory -- a notice from FTA to recipients regarding an existing or potential hazard or risk in public transportation that recommends recipients take a particular action to mitigate the hazard or risk. [670]

Agency Safety Plan (ASP) – a document adopted by a transit agency, including RTA, detailing its safety policies, objectives, responsibilities, and procedures.

Audit -- an examination of records and related materials, including, but not limited to, those related to financial accounts. Also see PTASP. [670]

BTW -- Behind-The-Wheel, a type of required Operator training.

Capital asset -- a unit of rolling stock, a facility, a unit of equipment, or an element of infrastructure used in public transportation. [625]

CEO -- Chief Executive Officer of the Regional Transit Authority.

CSFO -- Chief Strategic and Financial Officer of the Regional Transit Authority.

Chief Safety, Security, and Emergency Management Officer (CSSEM) – an adequately trained individual who has responsibility for safety and reports directly to an RTA chief executive officer, president, or equivalent officer. [673]

CM -- Construction Manager of the Regional Transit Authority.

CMC – Configuration Management Committee, a Subcommittee of the SMS Steering Committee

Consequence -- the potential outcome(s) of a hazard. [SMS]

Continuous Improvement -- a process by which a transit agency examines safety performance to identify safety deficiencies and carry out a plan to address the identified safety deficiencies. [SMS]

Contractor -- an entity that performs tasks on behalf of RTA, FTA, a State Safety Oversight Agency, or other rail transit agency, through contract or other agreement [674], including tasks required for rail compliance.

For example, contractors could handle any portion of a major construction infrastructure project, handle daily switch inspections, or monthly substation maintenance. A contractor is a third party hired by the agency to fulfill a rail compliance need. The rail transit agency may not be a contractor for the oversight agency.

CTO –Chief Transit Officer (formerly Chief Operating Officer)

Corrective Action Plan (CAP) -- a plan developed by RTA (as a recipient and rail transit agency) that describes the actions that RTA will take to minimize, mitigate, correct, or eliminate risks and

hazards, and the schedule for taking those actions. Either a State Safety Oversight Agency or FTA may require RTA to develop and carry out a corrective action plan. [670, 674, SMS]
DBE -- Disadvantaged Business Enterprise.
Directive -- a formal written communication from FTA to one or more recipients which orders a recipient to take specific actions to ensure the safety of a public transportation system. [670]
EEO -- Equal Employment Opportunity.
FTA – the Federal Transit Administration (FTA) is an operating administration/agency within the United States Department of Transportation (USDOT). [670, 673, 674]
FMLA -- Family Medical Leave Act
FRA – the Federal Railroad Administration (FRA), an agency of the United States Department of Transportation (USDOT). [674]
Grade Crossing (as defined in the National Transit Database glossary) an intersection of roadways, railroad tracks, or dedicated transit rail tracks that run across mixed traffic situations with motor vehicles, streetcar, light rail, commuter rail, heavy rail or pedestrian traffic; either in mixed traffic or semi-exclusive situations.
Hazard – any real or potential condition that can cause injury, illness, or death; damage to or loss of a facility, equipment, rolling stock, infrastructure, property, system RTA; or damage to the local environment, or reduction of ability to perform prescribed function. [673, 674, SMS]
Hazard Analysis -- the formal activities to analyze potential consequences of hazards during operations related to provision of services. [SMS]
Hazard Identification -- formal activities to analyze potential consequences of hazards during operations related to provision of service. [SMS]
Incident – Generally, a type of safety event. RTA has also defined Incident as an unexpected event, including security-related incidents, involving RTA passengers or employees that is not related to an accident. Incidents of significant magnitude must be reported to state and/or federal authorities.
Investigation – the process of determining the causal and contributing factors of a safety event or hazard, for the purpose of preventing recurrence and mitigating safety risk. [673, 674]
Labor-Management Safety Committee (LMSC) – Established by SAF5, consists of a voting roster of 6 designated managers/directors and 6 representatives from the labor organization representing the plurality of the transit workforce at RTA, pursuant to 49 CFR Part 673 requirements.
Lagging Indicators -- provide evidence, through monitoring, that intended safety management outcomes have failed or have not been achieved. [SMS]
Leading Indicators -- provide evidence, through monitoring, that key safety management actions are undertaken as planned. [SMS]
Management of Change -- a process for identifying and assessing changes that may introduce new hazards or impact the transit agency's safety performance. If a transit agency determines that a change may impact its safety performance, then the transit agency must evaluate the proposed change through its Safety Risk Management process. [SMS]
Near miss – a narrowly avoided safety event. [673]
LADOTD -- the “State of Louisiana Department of Transportation and Development” which is the designated State Safety Oversight Agency for rail fixed guideway systems in the State of Louisiana.
National Public Transportation Safety Plan (NSP) – the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53 [673, 674] or authorized at 49 U.S.C. § 5329. [670]
NTSB -- the National Transportation Safety Board, an independent Federal agency. [674]
OCC -- Operations Control Center, also known as “Dispatch”
Occurrence – an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of RTA. [673, 674, SMS]

Organizational Accident -- an accident that has multiple causes involving many people operating at different levels of the respective agency. [SMS]
OCS – Overhead Catenary System.
Performance measure -- a parameter that is used to assess performance outcomes. [625]
Performance target – a specific level of performance for a given performance measure over a specified timeframe. [625, 673]
PHA -- Preliminary Hazard Analysis
Potential Consequence – the effect of a hazard [673]
PPE – Personal Protective Equipment
Practical Drift – the slow and inconspicuous, yet steady, uncoupling between written procedures and actual practices during provision of services. [SMS]
Program Standard (SSOPS) is a written document developed and adopted by LADOTD that describes the policies, objectives, responsibilities, and procedures used to provide safety and security oversight of rail transit agencies.
Public Transportation Agency Safety Plan (PTASP) -- the comprehensive agency safety plan for RTA that is required by 49 U.S.C. § 5329 and Part 673 [673], based on a Safety Management System.
Public Transportation Safety Certification Training Program (PTSCTP) -- the certification training program for Federal and State employees or other designated personnel who conduct safety audits and examinations of public transportation systems, and for employees of public transportation agencies directly responsible for safety oversight, established by FTA in accordance with 49 U.S.C. § 5329(c)(2), codified in 49 CFR Part 672. [674, 672]
RFP – Request for Proposals
Risk -- the composite of predicted severity and likelihood of the potential effect of a hazard. [674, SMS]
Risk mitigation – a method or methods to eliminate or reduce the effects of hazards. [673, 674, SMS]
Roadway – land on which rail transit tracks and support infrastructure have been constructed to support the movement of rail transit vehicles, excluding station platforms. [673]
ROW -- right-of-way. Also see Roadway.
RTA -- the New Orleans Regional Transit Authority.
Safety – the state in which the potential of harm to persons or property damage during operations related to provision of services is reduced to and maintained at an acceptable level through continuous hazard identification and safety risk management activities. [SMS]
Safety and Security Certification (SSC) -- the process applied to project development to ensure that all practical steps have been taken to optimize the operational safety and security of the project during engineering, design, and construction before the start of passenger operation.
Safety Assurance (SA) – processes within RTA SMS that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that RTA meets or exceeds its safety objectives through the collection, analysis, and assessment of information. [673, SMS]
Safety Deficiency – a condition that is a source of hazards and/or allows the perpetuation of hazards in time. [SMS]
Safety Management Policy – RTA's documented commitment to safety, which defines RTA's safety objectives and the accountabilities and responsibilities of its employees in regard to safety. [673, SMS]
Safety Management System (SMS) – the formal, RTA-wide approach to managing safety risk and assuring the effectiveness of RTA's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk. [670, 673, 674]

SMS Executive -- a Safety Officer or equivalent. [SMS]
Safety Performance Target (SPT) – a quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period. [673]
Safety Promotion – a combination of training and communication of safety information to support SMS as applied to RTA's system. [673, SMS]
Safety Risk – the composite of predicted severity and likelihood of the potential consequence(s) of a hazard. [673, SMS]
Safety Risk Management (SRM) – a process within RTA's SMS/Safety Plan for identifying hazards and analyzing, assessing, and mitigating the safety risk of their potential consequences. [673]
Safety Risk Mitigation -- the method or methods to eliminate or reduce the probability and/or severity of a potential consequence of a hazard. [673]
Security is defined as freedom from intentional danger for employees and passengers.
SIS -- the Service, Inspection, and Storage building for the RTA Canal Street and Riverfront streetcars located at the A. Philip Randolph Facility at 2817 Canal Street.
SMS Steering Committee (SMSSC) – executive-level safety committee established by SAF5
SRM – Safety Risk Management (see above).
SSCP -- Safety and Security Certification Plan
SSCRC -- Safety and Security Certification Review Committee
State Safety Oversight Agency (SSOA; SSO) – an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. § 5329(e) and the regulations set forth in 49 CFR part 674 [670, 673, 674, SMS].
TPA -- Third Party Administrator
Transit asset management (TAM) -- the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycle in order to provide safe, cost-effective, and reliable service. [625]
USDOT – United States Department of Transportation.

APPENDIX D: LIST OF SAFETY POLICIES AND STANDARD OPERATING PROCEDURES

This ASP references the following, related Organizational Policies and Standard Operating Procedures. Contact the Safety Department or refer to the RTA Intranet site ~~to obtain copies or~~ for additional information.

ID	Title	Revision Date
004-100	Procedure for Performing Internal Safety Management Audits (ISMA)	11/09/2023
004-002	Agency Safety Plan Revision	10/07/2022
~~004-005~~SAF-SOP-002	~~Accident/Incident~~Safety Event Investigation ~~(revision in progress)~~	6/15/2020 (revision in progress)
004-006	Safety Assurance of Safety Critical Areas	10/20/2020
004-007	On-Call Safety Representative Procedures	10/5/2021
004-008	First Aid Cabinets	3/24/2022
004-009	Working in Hot Weather	3/24/2022
004-010	Management of Change Procedure	12/27/2023
004-011	Labor-Management Safety Committee SOP	12/13/2024
004-101	Right of Way Permit Procedure	10/03/2024
SAF-SOP-001	Safety Risk Management	10/31/2025
EM-SOP-001	Passenger Evacuation	02/06/2025
EM-SOP-002	Emergency Transportation	10/10/2025
HC23	RTA Drug and Alcohol Free Workplace Policy	12/14/2023
SAF2	RTA Distracted Driving Policy	2/23/2021
SAF3	RTA Safety Management Policy	6/28/2022
SAF4	RTA General Accident and Injury Policy	2/23/2021
SAF5	RTA Safety Committee Structure	1/23/2023
SAF6	RTA Personal Protective Equipment Policy	8/24/2021
SAF7	State of Emergency and Disaster Recovery	Pends
	Safety and Security Certification Plan	11/03/2023

	RTA All Hazards Plan	8/17/2022
	RTA Exercise Plan	10/28/2022
	RTA Employee Safety and Health Handbook	10/16/2023
	Roadway Worker Protection Manual	12/2/2025
	Streetcar Rulebook (revision in progress incorporating RWP requirements)	Pends

APPENDIX E: SMS IMPLEMENTATION PLAN

New Orleans Regional Transit Authority

Multi-Year Strategic Plan
for
Safety Management System Implementation

Updated: For 2026~~5~~ ASP

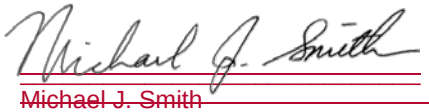
Policy Statement for Safety Management System Implementation

RTA is committed to improving the quality and effectiveness of its system-wide safety management programs aimed at reducing safety risk and eliminating or controlling hazards. This Safety Management System (SMS) Implementation Plan (or SIP) identifies several interrelated tasks that will help RTA achieve its safety objectives, which are outlined in Safety Management Policy (SAF3). The SMS methods and tools that we will use to carry out these tasks, and detailed descriptions of the key roles throughout the agency for accomplishing this important work, are contained in RTA's Agency Safety Plan (ASP).

The goal of the SIP is to identify, coordinate, and direct activities relative to the implementation of RTA's SMS on a system-wide basis under all applicable FTA requirements. The SIP provides key performance objectives and milestones that are instrumental in implementing SMS and have been tracked since its adoption at RTA in 2020.

Very intentionally, the SIP is designed to be reviewed and updated annually, along with the companion ASP and other SMS documents. In close coordination with the executive leadership team, the Safety Department will leverage these reviews to ensure we are on the right path toward achieving a mature SMS.

Together, we will build, implement, and sustain a fully functioning SMS that will drive positive safety improvements and help position us to become a world-class transit system.



Michael J. Smith
Chief Safety, Security, and Emergency Management Officer
SMS Executive

SMS Implementation Plan (~~Updated)~~For Complete Notes, Refer to SMSSC Meeting Materials)

Status Column Key: IP = In Progress; AC = Almost Complete; C = Complete

SIP ACTION ITEMS	Source	2025 Status	Dept. Responsible	Subtasks
Perform a document audit to establish all current documented procedures and identify gaps.	2020 SIP: SMS Documentation	IP	Safety	New Policies and SOPs are being updated and/or developed to account for in-house transition effective Dec. 2020, and to address identified gaps. Safety continues to participate in assessments and drafting of new policies, SOPs, and other documents.
	2020 SIP: SMS Documentation	C	Finance	New Director Internal Audit & Compliance is conducting an assessment and creating an SOP catalogue.
	2020 SIP: SMS Documentation	IP	Safety	Fully integrate SOP catalogue into annual ASP review and approval process, 1st year.
	2020 SIP: SMS Documentation	IP	Safety	Continue to integrate SOP catalogue into ongoing ASP review and approval cycle.
RTA Policy Manual (in development)	2020 SIP: SMS Documentation	C	HR	Complete Policy Manual.
	2020 SIP: SMS Documentation	C	HR	Establish employee intranet/ADP access and require sign-offs from employees.
	2020 SIP: SMS Documentation	C	Safety	Safety reviews Policies that were revised in preceding year, as part of annual ASP Review and Approval process.
Ensure that all departments have procedures and the necessary resources to support: hazard identification, risk assessment, tracking corrective actions to closure, and monitoring of mitigations (SA), including the use of appropriate tracking logs/risk registers.	2020 SIP: SMS Documentation	C	Safety	Perform updated/revised Gap Assessment of safety-critical documentation, focusing on alignment with SMS objectives.
	2020 SIP: SMS Documentation	IP	Safety	Develop SMS rollout plan for gradually shifting primary ownership of departmental SRM and SA processes from Safety to Departments.
	2020 SIP: SMS Documentation	IP	Operations Maintenance	Tie departmental logs/risk registers to DSC discussion, and subsequently, to ESSC escalation if warranted based on risk.
Review and revise all documentation annually, including the emergency preparedness plan, rulebooks, SOPs, safety policy statement, safety performance targets, SIP, and all other documentation supporting the ASP/SMS.	2020 SIP: SMS Documentation	C	Operations	Stand-up Operations Rulebook Committee with full support of all departments.
	2020 SIP: SMS Documentation	AC	Operations	Distribute final Operations Rulebook.
	2020 SIP: SMS Documentation	IP	Operations	Stand-up recurring (annual) review cycle for Operations Rulebook using Rulebook Committee approach.
	2020 SIP: SMS Documentation	C	Safety	Incorporate Rulebook and all Operations and Maintenance SOPs, policies, and handbooks into ISMA checklists and audits.
	2020 SIP: SMS Documentation	C	Safety	Incorporate Maintenance rules, policies, procedures and handbooks in ISMAs for Bus and Rail Maintenance.
	2020 SIP: SMS Documentation	IP	Operations Maintenance	Update/ develop new training and re-fresher training to account for new documentation.
	2020 SIP: SMS Documentation	C	SEP	Update SEPP and Hurricane Emergency Preparedness Plan
	2020 SIP: SMS Documentation	C	Safety	Incorporate review of SPTs in annual ASP review and update process.
	2020 SIP: SMS Documentation	C	Safety	Review and update the Safety Management Policy.
	2020 SIP: SMS Documentation	C	Safety	Review and update the SIP to be appended to the 2022 ASP.
Ensure that all customer concerns are captured from: public meetings; customer calls and electronic communications; and face-to-face interactions with RTA employees.	2020 SIP: SMS Documentation	C	Safety	Integrate Rideline IssueTrak and Vorex Help Desk logs into Safety Department Hazard Log.
	2020 SIP: SMS Documentation	C	Safety Operations	Discuss issues/complaints in Weekly coordination meetings.
	2020 SIP: SMS Documentation	C	Safety	Engage Planning and Scheduling in Quarterly review of recent hazards/concerns that may be associated with route or schedule.

SIP ACTION ITEMS	Source	2025 Status	Dept. Responsible	Subtasks
	2020 SIP: SMS Documentation	C	Safety	Review Board and RAC meeting minutes monthly for reported hazards and safety concerns; add to Hazard Log as appropriate.
Safety Department ensures this information is captured in logs/registers and elevates to ESSC or Executive-level management, as appropriate.	2020 SIP: SMS Documentation	C	Safety	Elevate consolidated Hazard Log items to ESSC based on assessment of risk, per ASP.
	2020 SIP: SMS Documentation	C	Safety	Include as checklist item during upcoming ISMA of Safety Department.
ESSC is re-established under a revised SOP/Charter to focus on SMS objectives.	2020 SIP: Safety Committee Structure	C	Safety	Monthly meetings are held and thorough report of agencywide accidents, incidents and occurrences is presented and discussed.
Establish a new hierarchy and reporting structure between the ESSC and Departmental Safety Committees (DSCs).	2020 SIP: Safety Committee Structure	C	Safety Operations Maintenance	Establish DSCs for: Bus & Rail Maintenance, Operations, and ENO.
	2020 SIP: Safety Committee Structure	C	Safety	Establish and finalize DSC Guidelines
	2020 SIP: Safety Committee Structure	AC	Safety	Establish Safety Department SOP for supporting/facilitating DSCs.
Educate the ESSC on the current Safety Management Policy Statement and their roles and responsibilities related to key safety objectives.	2020 SIP: Safety Committee Structure	C	Safety	Educate current ESSC members.
	2020 SIP: Safety Committee Structure	C	Safety	Provide technical assistance as necessary especially if ESSC roster changes significantly.
Incorporate safety objectives into meeting agenda.	2020 SIP: Safety Committee Structure	C	Safety	Incorporate safety objectives into ESSC meeting agenda.
Invite ATU Local 1560 to DSCs as appropriate.	2020 SIP: Safety Committee Structure	C	Safety	Invite ATU Local 1560 to DSCs.
Provide baseline SMS training to DSCs.	2020 SIP: Safety Committee Structure	IP	Safety	Provide baseline SMS 101 Training to DSCs.
Ensure that all departments appropriately elevate identified hazards and safety concerns to the ESSC's attention, in consultation with the Safety Department.	2020 SIP: Safety Committee Structure	AC	Safety	Promote elevation of hazards through DSCs
	2020 SIP: Safety Committee Structure	C	Safety	Promote elevation of hazards through recurring SMS 101 and other types of training.
Ensure DSCs use effective two-way communication related to hazards, safety concerns, and safety programs, and encourage participation in departmental SRM and SA processes.	2020 SIP: Safety Committee Structure	IP	Safety	Establish consistent, formal communication from Safety Department to DSCs relative to ESRP status, agency-wide, which hazards have been escalated to ESSC, and their status.
Task the Safety Department with providing technical assistance to DSCs as necessary to ensure effectiveness.	2020 SIP: Safety Committee Structure	C	Safety	Ensure Safety representatives provide continuous technical support to DSCs.
Establish Management of Change process including roles and responsibilities for all departments and elevation to the ESSC as necessary.	2020 SIP: Safety Assurance	C	Safety	
Finalize and document in the M of C process, all major changes that must be assessed through SRM:...	2020 SIP: Safety Assurance	C	Safety	Include in M of C organizational policy, the exact types of major changes that must be assess through SRM, in accordance with FTA and the ASP.
Prepare a document map to ensure that all changes in the organization are reflected in all critical documentation.	2020 SIP: Safety Assurance	C	Safety Finance	Prepare document map.
Develop and implement training on the new A/I Investigation procedure as appropriate.	2020 SIP: Safety Assurance	AC	Safety Operations	Develop new A/I SOP

SIP ACTION ITEMS	Source	2025 Status	Dept. Responsible	Subtasks
	2020 SIP: Safety Assurance	AC	Safety	Develop cheat sheet or other job aides to assist supervisors with conducting thorough and uniform investigations.
	2020 SIP: Safety Assurance	IP	Safety IT Operations	Finalize Clever Incident Management module integration for all modes and all user groups.
	2020 SIP: Safety Assurance	IP	Safety Training	Continue to implement and revise, as necessary, new training on A/I SOP and report writing.
Establish process whereby Safety Department leads SA activities and concerns are elevated to the ESSC as necessary.	2020 SIP: Safety Assurance	C	Safety	Continue to follow SOP for SA of Safety-Critical Areas. Follow DSC Guidelines and Safety Committee Policy for escalating hazards and concerns to the ESSC as necessary.
Distribute SA findings through the Safety Committees and other means.	2020 SIP: Safety Assurance	C	Safety	Incorporate SA findings into ESSC.
	2020 SIP: Safety Assurance	C	Safety	Incorporate SA findings into DSC meetings.
	2020 SIP: Safety Assurance	C	Operations Training	Re-introduce operator trail checks and annual evaluations, formerly performed by instructors and supervisors.
Ensure that all corrective actions for ineffective mitigations identified through the SA process are fully documented.	2020 SIP: Safety Assurance	C	Safety	Provide link to CAP process in SA for Safety-Critical Areas SOP.
	2020 SIP: Safety Assurance	C	Safety	Include in next ISMAs to ensure SA corrective actions are documented appropriately.
Implement the program as described in the ASP. Provide regular updates to the Executive-level management and the ESSC.	2020 SIP: Employee Safety Reporting	C	Safety	Lead and facilitate ESRP process in accordance with ASP.
	2020 SIP: Employee Safety Reporting	C	Safety	Report out process in ESSC meetings.
Revise and finalize an official hazard-/unsafe behavior-reporting form.	2020 SIP: Employee Safety Reporting	C	Safety	Safety hazard reporting form
	2020 SIP: Employee Safety Reporting	C	Safety	Disseminate form to departments and provide technical assistance as necessary.
Re-establish a safety hotline (pending staffing plan and transition to in-house O&M responsibilities). Set up email "hotline" option in the interim.	2020 SIP: Employee Safety Reporting	C	Safety	Re-establish safety hotline and email "hotline" option.
Establish Safety Department protocols for managing the safety hotline.	2020 SIP: Employee Safety Reporting	C	Safety	Establish and implement Safety Department protocols for managing the safety hotline.
When ready to launch, initiate robust training on the employee safety reporting program.	2020 SIP: Employee Safety Reporting	C	Safety	Launch SMS 101 training that includes an ESRP component.
Develop a centralized system where all hazards and safety concerns can be placed for Safety Department analysis and to aid communication efforts.	2020 SIP: Employee Safety Reporting	C	Safety	Launch Vorex Helpdesk application and run regular reports to assess whether ESRP is meeting objectives.
Ensure that all hazard identification, assessment, and mitigation activities are led by the Safety Department and are properly documented, tracked and shared, through Safety Committees, newsletters, bulletins, and other means.	2020 SIP: Communication of Safety Info.	C	Safety	Logs are separated into internal and external responsibilities and addressed accordingly.
	2020 SIP: Communication of Safety Info.	C	Safety	Employees to continue to report any hazards and potential hazards while working in the field or at any facility.
	2020 SIP: Communication of Safety Info.	C	Safety	Present ESRP status update at least once annually through ESSC.
Centralize management of training; use a matrix for monitoring compliance with program requirements.	2020 SIP: Training	C	HR	Centralize management of training.
Develop Training Plan (to be maintained by the CSO and provided to SSO/FTA by request).	2020 SIP: Training	C	Safety	Develop PTSCTP Training Plan for Key SMS Personnel in accordance with ASP and FTA requirements.
Establish 3-year plan for engaging external training providers, including TSI, NSC, and others.	2020 SIP: Training	AC	Safety Operations	Establish 3-year plan for engaging external training providers.
The training policy needs to include safety-related training for all employees and contractors. The Safety Department will monitor each department's compliance with stated training requirements.	2020 SIP: Training	IP	Safety HR	Add Safety review process to the management of agency-wide training in Neogov or other centralized database.
The training policy needs to include specific requirements and monitoring activities for contractor safety training. (Note: the original emphasis of this SIP item was to ensure the compliance of O&M	2020 SIP: Training	C	Safety	Incorporate training requirements into Safety's review of upcoming contracts, focusing on long-term contracts (e.g. Security) and capital projects.

SIP ACTION ITEMS	Source	2025 Status	Dept. Responsible	Subtasks
contractor staff designated as having key SMS responsibilities. To the extent that all O&M functions are in-house, this item has been removed from the SIP, it no longer applies.)				
Develop and provide biennial refresher training after completion of initial requirements per 49 CFR Part 672, which must require one hour of safety oversight training.	2020 SIP: Training	C	Safety	Establish biennial refresher training requirements in accordance with 49 CFR Part 672.
Participate in ferry operator-led safety meetings; hold joint meetings	2020 SIP: Miscellaneous	C	Safety Marine	Participate in ferry operator-led meetings; Invite ferry operator to ESSC meetings.
Drug & Alcohol Program is in development and will be aligned with organizational structure changes, effective October 1, 2020.	2020 SIP: Miscellaneous	C	Safety	Revamp Drug & Alcohol Program
Ensure that exercises (e.g., full-scale, tabletop) are held annually, both internally and with external agencies.	2020 SIP: Miscellaneous	C	Safety SEP	Establish an annual emergency exercise program, including annual drills and exercises both internally and with external agencies.
RTA should consider developing a daily train operator clearance that contains system conditions inclusive of defects, restrictions and advisories.	**2021 APTA Peer Review**	IP	Operations (0-2)	RTA should consider developing a daily train operator clearance that contains system conditions inclusive of defects, restrictions and advisories.
RTA should consider elevating the authority of at least one person now identified as a "dispatcher" to the position of [rail] "controller" • A controller would be considered in charge of the entire rail/streetcar system and would know what's going on along the entire rail line at all times, including if there's any work being conducted on the right-of-way and if there's an accident/incident (to relay back to all operators along those lines).	**2021 APTA Peer Review**	IP	Operations (0-3)	RTA should consider elevating the authority of at least one person now identified as a "dispatcher" to the position of [rail] "controller" • A controller would be considered in charge of the entire rail/streetcar system and would know what's going on along the entire rail line at all times, including if there's any work being conducted on the right-of-way and if there's an accident/incident (to relay back to all operators along those lines).
The panel recommends that there be clear lines of roles and responsibilities in the OCC. A standard operating procedure may need to be developed on this. In addition, the panel recommends that rail and bus oversight responsibilities be separated in the OCC (i.e., have bus dispatchers and rail controllers in the OCC).	**2021 APTA Peer Review**	IP	Operations (0-4)	The panel recommends that there be clear lines of roles and responsibilities in the OCC. A standard operating procedure may need to be developed on this. In addition, the panel recommends that rail and bus oversight responsibilities be separated in the OCC (i.e., have bus dispatchers and rail controllers in the OCC).
RTA should consider developing a formalized training program for rail controllers. Formalized training should include at a minimum Rail Rulebook, SOPs, red tag procedures and RWP. APTA standard RT-OP-S-005-03, Rev. 3, "Operations Control Centers," should be used to develop the framework. Also, RTA may want to include outside contractors in the development of the red tag procedures (as they are involved). An example of this would be the city repairing lights along the ROW.	**2021 APTA Peer Review**	IP	Operations (0-5)	RTA should consider developing a formalized training program for rail controllers. Formalized training should include at a minimum Rail Rulebook, SOPs, red tag procedures and RWP. APTA standard RT-OP-S-005-03, Rev. 3, "Operations Control Centers," should be used to develop the framework. Also, RTA may want to include outside contractors in the development of the red tag procedures (as they are involved). An example of this would be the city repairing lights along the ROW.
The panel recommends that RTA consider formal training for all dispatchers/controllers. This could be done in-house or by a third-party vendor.	**2021 APTA Peer Review**	IP	Operations (0-8)	The panel recommends that RTA consider formal training for all dispatchers/controllers. This could be done in-house or by a third-party vendor.
The panel also recommends that RTA consider updating its radio system to be more reliable and for better communication. • The panel recommends that RTA investigate the issue with the radios, speak with other transit agencies and review APTA standards on radios (in order to potentially upgrade the system).	**2021 APTA Peer Review**	IP	Operations (0-9)	The panel also recommends that RTA consider updating its radio system to be more reliable and for better communication. • The panel recommends that RTA investigate the issue with the radios, speak with other transit agencies and review APTA standards on radios (in order to potentially upgrade the system).
RTA should consider using identifying markers or signage for entry and exit points (examples include paddles, disks, etc.), and these should be identified in a rulebook and in RTA's overall RWP program.	**2021 APTA Peer Review**	IP	Rail Maintenance (M-2)	RTA should consider using identifying markers or signage for entry and exit points (examples include paddles, disks, etc.), and these should be identified in a rulebook and in RTA's overall RWP program.
The panel recommends that RTA consider developing a right-of-way safety training (and documentation) for external stakeholders/contractors. This right-of-way training for external stakeholders/contractors could be done in-house at RTA or through a third-party company.	**2021 APTA Peer Review**	IP	Safety (S-8)	The panel recommends that RTA consider developing a right-of-way safety training (and documentation) for external stakeholders/contractors. This right-of-way training for external stakeholders/contractors could be done in-house at RTA or through a third-party company.

APPENDIX F: RBI PROCEDURES MANUAL

New Orleans Regional Transit Authority Risk-Based Inspection Procedures Manual

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Acronyms

BIL	Bipartisan Infrastructure Law
CAP	Corrective Action Plan
CFR	Code of Federal Regulations
DOTD	Louisiana Department of Transportation and Development
FTA	Federal Transit Administration
IIJA	Infrastructure and Investment Jobs Act
LAC	Louisiana Administrative Code
NORTA	New Orleans Regional Transit Authority
RBI	Risk-Based Inspection
RFGPTS	Rail Fixed Guideway Public Transportation System
RTA	Rail Transit Agency
SOP	Standard Operating Procedure
SSO	State Safety Oversight
SSOA	State Safety Oversight Agency
SSOPS	State Safety Oversight Program Standard
TTP	Technical Training Program
USC	United States Code
WLA	Workload Assessment

1. Introduction

This document provides risk-based inspection procedures specific to the New Orleans Regional Transit Authority (NORTA), the RTA subject to the Louisiana Department of Transportation and Development (DOTD) State Safety Oversight program. The DOTD SSO and NORTA risk-based inspection procedures were developed in collaboration between DOTD and RTA staff. Collaboration included onsite meetings, conference calls, and emails between DOTD and NORTA staff. The following procedures will be reviewed and updated annually using the collaborative process defined within the Program Standard and the PTASP.

The SSO's risk-based inspections do not replace NORTA's other regularly scheduled inspections of infrastructure, equipment, records, personnel, and data.

1.1 NORTA Streetcar System Overview

NORTA currently operates historic streetcar vehicles across 39 track miles on four lines: Canal-Cemeteries, Canal-City Park, Riverfront, and St. Charles. The Rampart/St. Claude line is slated to re-open in spring 2024 after incurring extensive damage to its infrastructure during the 2019 Hard Rock Hotel collapse.

The St. Charles line is the oldest continuously operating streetcar railway in the world. The current fleet of streetcars associated with the St. Charles line are 100 years old, going back to the last significant upgrade of rolling stock in the 1920s. The line, its unique green streetcars, and its main maintenance and storage facility are on the National Register of Historic Places. The other lines operating in the city are the result of a general capital projects plan to return streetcar service to several former lines or to supplement highly trafficked bus corridors since the late 1990s and early 2000s.

As of 2022, the system contained a fleet of 21 streetcars operated in maximum service and two facilities: the Carrollton Transit Station and Streetcar Maintenance Barn located in Uptown New Orleans on the 8200 block of Willow Street, and the Canal Street Streetcar (SIS) facility, located behind the A. Randolph Operations Center on the 2800 block of Canal Street.

The streetcars are electric-powered and run on an overhead catenary system that propels vehicles forward. The streetcars operate at-grade and frequently in mixed traffic, though most track proceeds down median or "neutral ground" right-of-way. All intersections are unprotected grade crossings, and rail operators manually control the streetcars using line-of-sight.

1.2 FTA Special Directive 22-32

On October 21, 2022, FTA issued Special Directive 22-32, under authority of 49 U.S.C. § 5329 (k) and 49 CFR Part 670, requiring DOTD, as the Louisiana SSOA, to develop and implement a risk-based inspection program. According to the Special Directive, a risk-based inspection program uses qualitative and quantitative data analysis to inform ongoing inspection activities. Risk-based inspection programs are designed to prioritize inspections to address safety concerns and hazards associated with the highest levels of safety risk.

As described in 49 U.S.C. § 5329(k), the State Safety Oversight Agency (SSOA) must develop policies and procedures for inspection access and data collection in consultation with each rail transit agency (RTA) that the SSOA oversees. The policies and procedures must address SSOA authority and capability to enter and conduct inspections of the rail fixed guideway public transportation system (RFGPTS),

including access for inspections that occur with and without advance notice. Additionally, the policies and procedures must address how the SSOA will collect data from each RTA to support its risk-based inspection monitoring and prioritization activities, including data that the RTA collects when identifying and evaluating safety risk. The risk-based inspection program must be implemented in a way that is commensurate with the size and complexity of each RTA that the DOTD SSOA oversees.

As the only RFGPTS in Louisiana, NORTA created this RBI Procedures Manual in collaboration with DOTD, which is included as an appendix to its Agency Safety Plan. It includes procedures specific to the agency and access to its facilities, announced and unannounced inspections, data collection and sharing, communications, and other interactions with the SSO for RBI processes.

2. RTA Access and Inspection Procedures

The section outlines NORTA's procedures for providing safe and secure access to DOTD SSO Program staff and contractors to all agency infrastructure, equipment, records, personnel, and data for the purposes of risk-based inspection, as is required by 49 U.S.C. § 5329(k)(1)(B) and 49 U.S.C. § 5329(k)(3).

2.1 Communication Before Inspections

DOTD SSO Program staff, including support contractors, will conduct a minimum of four inspections each year at NORTA. In general, two of the inspections will be scheduled and conducted with notice as outlined below, and two inspections will be conducted without advanced notice. For each announced inspection, DOTD will initiate communication around upcoming risk-based inspections through an email to NORTA's Chief Safety, Security & Emergency Management Officer (CSSEM). For each unannounced inspection, DOTD will call NORTA's CSSEM upon arrival.

2.1.1 Inspections with Notice

Announced inspections are scheduled in advance, and the timeline for this advanced notice is based on the SSOA's risk-based inspection prioritization procedures. When scheduling an announced inspection, DOTD's SSO Program Manager emails NORTA's CSSEM or other designated RTA personnel with an agenda or itinerary of what functional areas and locations will be included in the inspections. This will ensure that appropriate RTA personnel are available to escort SSOA personnel into non-public areas of operation. In addition to identifying the equipment and infrastructure that will be inspected, this advanced communication will also confirm practices to be observed and records or other documents to be reviewed. The RTA CSSEM or other appropriate RTA personnel are responsible for preparing opportunities to observe requested practices and review requested records.

2.1.2 Inspections without Notice

Unannounced inspections will be conducted throughout the year. The DOTD SSOA has the authority and capability to conduct inspections without notice, and these inspections can occur at any time deemed necessary based on the SSOA's review of risk-based inspection data. An unannounced inspection is one in which the SSOA notifies the RTA when inspectors arrive onsite for inspection.

Upon arrival, DOTD's SSO Program Manager will call the RTA's CSSEM or other designated personnel of the intent to conduct an unannounced inspection. This call will include the inspection's purpose, locations, and RTA staff requested to attend. NORTA's CSSEM will confirm the details and call facility specific contacts for escort. These designated contacts must meet inspectors within two hours of arrival.

2.2 Access to RTA Properties

2.2.1 Publicly Accessible Areas

DOTD staff and contractors may conduct inspections of publicly accessible areas without notice to the RTA. At its discretion, DOTD may provide notice to the RTA of inspections of publicly accessible areas. DOTD may request an RTA escort during inspections of publicly accessible areas.

2.2.2 Access Procedures and Escorts for Non-Publicly Accessible Areas

DOTD SSO staff will not enter publicly inaccessible areas without an RTA escort. SSO staff, including support contractors, will inform the RTA CSSEM when staff are onsite and are inspecting non-publicly accessible areas. When arriving at RTA's property, DOTD staff will gather at a safe location, such as a main entrance or reception area, and await an RTA escort.

RTA staff serve as escorts and will accompany DOTD SSO staff during inspections of publicly inaccessible areas. The CSSEM will identify the escort for inspection at each facility, as there are safety personnel available at each. RTA staff must meet inspectors within 2 hours of their arrival.

NORTA has provided security badges to SSO staff and contract support for access to secure areas. If needed, the SSO has the ability to access secure areas without escort, but in doing so it assumes the risks and liabilities associated.

2.2.3 Inspection Safety Certification and Training

The DOTD SSOA will comply with all safety procedures established by both DOTD and NORTA for conducting inspections at RTA properties. The SSOA will ensure that all personnel leading inspections have been trained and certified according to 49 CFR Part 672, PTSCTP, TSSP, and RTA specification to safely access RTA properties and alignments, and all inspector certifications and trainings are documented in the SSO's Technical Training Plan.

The RTA has input on core competency trainings which are required before SSOA staff and contractors may conduct inspections in designated areas. During the SSO and NORTA's Monthly Safety Coordination Meetings, a standing risk-based inspection agenda item serves as the opportunity to discuss and update agency-specific training requirements. Outside of this monthly meeting, NORTA's safety team will provide information on upcoming trainings to the SSO as soon as they have been finalized, providing as much advanced notice as is feasible so SSO can determine whether program staff or contractors need to attend.

2.3 Inspection Practices

2.3.1 DOTD Inspection Reports

At the conclusion of each inspection, a verbal summary of the inspection results will be conveyed to the RTA CSSEM or other appropriate RTA personnel. Within 30 calendar days of the inspection, DOTD's SSO Program Manager SSOA DOTD will send a formal report to the RTA for comment and consideration. The RTA will have 10 calendar days to respond, and a final report will be issued within 10 calendar days of either nonresponse or a response by the RTA.

At a minimum, the report will include the functional area or location that was the subject of the inspection, a brief description of any issues noted, and any possible deficiencies or possible remedial actions the RTA should consider. All reports will use objective language and reference objective data,

including measurements and photographs where possible to document issues noted during the inspection.

2.3.2 Immediate Safety Concerns

An immediate safety concern is one that could cause substantial risk of death or injury to riders, employees, or significant impacts to infrastructure. If at any time during an inspection an immediate safety concern is identified by the SSOA inspectors, their first priority will be to ensure their own safety and the safety of others present.

In any instance where inspections identify an immediate safety concern, inspectors will notify NORTA's CSSEM or a designee and follow the safety protocols in NORTA's Accident/Incident Investigation SOP. NORTA's safety escort will also contact dispatch if necessary. Depending on the circumstances, inspectors may also need to notify law enforcement personnel. The SSOA's Lead Inspector will work with RTA staff to ensure personnel are in a safe location and to reassess the safety of the inspection team. If the inspection cannot safely continue, then DOTD or the RTA may immediately cancel the inspection. Cancelled inspections for safety concerns will be documented within the inspection report. DOTD may consider the inspection complete or may re-schedule the inspection at a future date.

If the inspection can safely continue, then the inspection team will document and photograph the safety concern observed and discuss the issue with the SSOA and RTA present. At the conclusion of the inspection, the SSOA will email the RTA's CSSEM and other designated staff within 24 hours to explain the immediate safety concern observed. Depending on the nature of the safety concern, RTA personnel will have 10 calendar days to address the concern with either the development of a corrective action plan (CAP) or other mitigation measures as necessary to address the identified concern. Mitigation measures must be submitted to the SSOA within the 10-day period.

If the concern requires immediate mitigation, the RTA will follow up with their mitigation measures in writing within 10 calendar days of notification. NORTA will manage immediate safety concerns in compliance with its ASP prescribed safety risk management processes and in alignment with the DOTD SSO Program Standard.

2.3.3 Inspections of Equipment, Infrastructure, & Practices Specific to Each RTA

The DOTD SSOA will conduct inspections on the various procedures used to maintain RTA equipment, infrastructure, and practices of each RTA throughout the course of an audit cycle. The areas and locations for inspection will be determined through the RBI prioritization process. The various inspection types will also be contingent upon the size and complexity of the RTA. At NORTA, inspections will include but are not limited to the following:

Equipment

- Streetcars
- Maintenance equipment
- Communications equipment
- Security equipment
- Ticketing and fare collection equipment
- Software

Infrastructure[31]

- Fixed guideway tracks and switches
- Electric power supply: overhead catenary system, substations
- Streetcar maintenance facilities
- Signals and signage
- Stops/stations
- Right-of-way

Practices

- Trainings
- Operations SOPs
- Maintenance SOPs
- Emergency procedures
- Safety plans and SMS practices
- Procurement

As NORTA's Streetcar system changes over time, this list will change as well.

2.3.4 Event Verification

The DOTD SSOA reviews and eventually adopts all accident and incident reports. Included in that process will be an investigation of successful event scene repair by the RTA; verification that other similar parts of the operation, facilities, or track locations are investigated to determine if like conditions could result in similar incidents; and evaluation of whether the RTA is conducting investigations into similar scenes throughout their operations. If an event occurs, NORTA will follow its Streetcar Accident/Incident Investigation SOP and reporting practices as described in Section 3.5.1 of its Agency Safety Plan.

2.3.5 Ongoing Monitoring

As part of the RBI process, the DOTD SSOA will monitor not only the physical aspects of RTA facilities and equipment, but also the conduct and performance of personnel involved in day-to-day operations. The RBI process will analyze data to generate a prioritized list of operational aspects that should be monitored to ensure conformance with RTA procedures and processes. This will include monitoring operations centers, maintenance facilities, and training activities. During the SSOA's risk-based inspections, agency personnel will be observed according to DOTD's RBI Procedures Manual. To support these observations, the CSSEM or other designated RTA staff will ensure access to operations, maintenance, and training facilities and activities in accordance with the Access to RTA Properties section outlined above.

2.3.6 Defects and Corrective or Remedial Actions

The DOTD SSOA has an effective CAP tracking mechanism that ensures timely safety concerns are effectively mitigated. NORTA coordinates with DOTD on the management of hazards that meet or exceed the reporting threshold established by the RTA. The RTA uses a secure online spreadsheet shared with the SSOA to report hazards, document hazard related corrective actions, and keep DOTD informed on the status of open hazards. Within 24 hours of the occurrence or discovery of a hazard

[31] In many cases, signals, signage, and right-of-way are owned and maintained by the City of New Orleans. If the need arises for inspecting infrastructure that is city controlled, SSO staff and contractors will follow NORTA's protocols for coordinating with City agencies.

meeting the reportable threshold, the RTA must notify DOTD of the hazard using the shared spreadsheet and by email.

As hazards are input into the shared spreadsheet, they are added to the document's hazard log. The log includes the date the hazard was discovered, the location and description of the hazard, an initial risk assessment including probability and severity, the responsible RTA department(s) or employee(s) tasked with resolving the hazard, and the status of the hazard resolution.

DOTD requires NORTA to submit a consolidated hazard log for all open hazards quarterly. DOTD will complete a review of the hazard log within 15 calendar days of receipt, with results of the review provided to the RTA's CSSEM. DOTD's hazard log review will focus on communication on RTA's internal hazards, and coordination as each RTA implements their safety risk management processes. DOTD may require a corrective action plan (CAP) if the hazard log review indicates non-compliance with hazard management requirements.

2.3.7 CAP and Safety Risk Mitigation Verification

Hazards identified for mitigation reported to DOTD will be evaluated to determine needs for CAP creation. The shared spreadsheet will be used by NORTA to submit CAPs for DOTD review and approval, to request CAP closure, and to keep DOTD informed on the status of open CAPs. The shared spreadsheet allows DOTD to monitor and track the status of open CAPs in real time.

NORTA must request DOTD close a CAP once identified actions have been fully implemented. DOTD will verify that the CAP has been implemented in compliance with the approved plan by reviewing evidence provided either as a description of actions taken, an attached document, or uploaded pictures. Documentation may include the following: construction records, safety committee reports, standard operating procedures; training plans; training records, rule books, and bulletins; hazard management plan; maintenance procedures; emergency response plans and agreements; rules compliance programs; or independent assessment. DOTD may also use site visits, RTA interviews, and documentation review to verify CAP implementation. DOTD closes the CAP after verifying its implementation.

3. RBI Data Sharing and Collection

3.1 RTA Data Sharing

Per 49 U.S.C. § 5329(k)(2)(A), § 5329(k)(2)(B), and § 5329(k)(4)(B), DOTD SSO Program staff, including support contractors, will require safety, inspection, and maintenance data elements be submitted from NORTA quarterly as part of the RBI process, with the exception of capital projects and financial data submitted annually. The SSOA can increase this frequency if necessary to evaluate systemwide safety risk. The purpose of this ask is to substantiate conditions and conduct analyses of conditions, remedies, and remediations. In general, all data sets requested are to be compliant with standard FTA guidelines for data reporting and assembly. Transmittal and storage of said data is likewise governed by internal policy of NORTA and DOTD for the privacy of information (as applicable), as well as standard assurances that files as created and shared meet requirements for virus-protection and corruption.

Requests for the data described below will be provided quarterly in writing (via email) with a specific list of data elements to be provided for the context of compliance with the program objectives. The RTA will be provided with a set of instructions for data gathering and uploading, including information regarding the timeline for data provision, as well as the location for posting data for DOTD and contractor access.

Updates to the data elements may be outlined as well for RTA compliance, and instructions will specify the frequency or cause for updates. The timing and need for such updates will be part of ongoing communication between DOTD and the RTA, along with review of any obstacles to data sharing and data assembly preventing the timely transference of information.

3.1.1 Safety Program Data

DOTD SSOA requests for data will include safety program data to document safety-related elements and reports made on behalf of the RTA and all RTA used/managed facilities. Data records include but are not limited to records of events, hazard records, safety risk mitigation records, corrective action plans, and records of near misses.

- **Event records** will include data on event type, location, time of day, injuries, and substantial damage.
- **Hazard records** will include data on the source, location, recommended controlling measures, assigned ownership, and resolution implementation, as well as the original data collected by the RTA when identifying hazards.
- **Safety risk mitigation risk records** will include data on before and after risk ratings, timeframes for evaluation and re-evaluation after mitigation, and hazards with mitigations that have ongoing monitoring. This includes the original data collected by the RTA used to assess and mitigate safety risk.
- **Data on corrective action plans** will include departments responsible, due dates, open and closed status related to on-schedule completion, and reasons for extensions.
- **Records of near misses** will include data on type, location, and time of day.

3.1.2 Maintenance Data

The DOTD SSOA requests for data will include information on maintenance and maintenance activities made or developed by or on behalf of the RTA and at all RTA used/managed facilities. Data records include but are not limited to inspection and maintenance records and report forms, work orders, records of failures and defects, records of revenue vehicles out of service, major maintenance activity schedule and progress, and adherence to maintenance schedules.

- **Maintenance records** will include those from all components of the system, including vehicles, facilities, infrastructure, and equipment used by the rail system.
- **Work orders** data will include submission and completion dates, as well as reason for deferral, if applicable. Records of failures and defects data will include the type by vehicle or equipment and the resulting days out of service, if applicable.
- **Data on revenue vehicles out of service** will include causal information and resulting days out of service. Information regarding major maintenance activity, progress, and adherence to schedules will include data on maintenance performed as scheduled, unscheduled, and/or deferred, as well as vehicle mileage or equipment age when maintenance was performed.

3.1.3 Inspection Data

The DOTD SSOA requests for data will include information on inspections and reviews completed by staff working at or on behalf of RTAs at all RTA used/managed facilities. Data records include but are not limited to inspection records and report forms, records of failures and defects, records of speed restrictions, incident and safety risk mitigation verification, adherence to inspection schedules, capital project schedules and progress, and financial data.

- **Inspection records** will include those from all components of the system, including vehicles, facilities, infrastructure, and equipment used by the rail system.
- **Records of speed restrictions** will include data on location and cause. Incident and safety risk mitigation verification data will include information on hazards that have ongoing monitoring following mitigation.
- **Data on adherence to inspection schedules** will include records of inspections performed relative to scheduled inspections for vehicle, infrastructure, and equipment components, including documentation of inspections not performed or deferred.

3.1.4 Capital Projects and Financial Data

For capital project schedules and progress as well as financial data, the SSOA will request annual rather than quarterly reports, which will provide sufficient frequency for risk-based inspection.

- **Capital project reports** will include data for evaluating projects based on on-time and on-budget status, as well as updates on budget and schedule for the following fiscal year.
- **Annual financial reports** will include data on expenses by task, which will support SSOA analysis of alignment between risk and spending.

3.1.5 Additional Safety Data (as identified)

SSOA requests for data may include items not identified as part of the previous three categories but identified as critical to completion of the RBI process. Data records include but are not limited to audits, NTD reporting elements, security data, and more. NORTA will share these records following the same procedures described above.

3.2 Data Management Policy

All data sharing by NORTA for the RBI program will be to a compliant server hosted by NORTA using the agency's established IT protocols to assure data quality and integrity. Current DOTD SSO Program procedures for data organization and storage, as outlined and agreed to with the RTA, will define procedures for the following, as dictated by the specific data set (accidents, hazards, CAPs, ISR, Triennial, inspections, data reporting, etc.) and data elements.

3.2.1 How data sets will be stored and used for analysis

NORTA will host data on its internal SharePoint system. As a secure, cloud-based platform, it provides remote access to relevant folders and files granted to designated DOTD, contractor, and RTA safety staff. The SSOA and its contractors will use the data submitted for inspection prioritization purposes as described in Category 4 of the SSO's Program Standard.

3.2.2 Where the data sets will be stored

NORTA will upload data to folders on its cloud-based platform specific to the type of data being shared. The SSOA will upload items such as prioritization analysis, inspection agendas, and inspection reports into folders on the same platform. RBI data within these folders will be viewable by DOTD, contractors, and RTA staff granted access.

For data storage, the RTA has fundamental operational technology security requirements, including that all external data is stored on systems that are protected from general access. For data stored or backed up in a commercial data center, for example, they must be physically isolated from other customers' servers and systems.

Data housed on contractor/consultant web-based platforms will follow procedures to ensure that data integrity is maintained and secure.

3.2.3 How the data will be organized
RBI data is organized by year and quarter. Data is further organized by data type including safety, maintenance, inspection, and other safety data. Other data such as prioritization analysis, inspection agendas, and inspection reports will be associated by year and by quarter.

3.2.4 How long records must be retained
DOTD must retain RBI data shared by NORTA for 3 years in accordance with 49 CFR Part 674. Training records must be retained for 5 years in accordance with 49 CFR Part 672.

3.2.5 How and when records are disposed
RBI data must be retained for 3 years in accordance with 49 CFR Part 674, and training records must be retained for 5 years in accordance with 49 CFR Part 672. Records housed by SSOA servers are disposed of by SSO Program Staff and/or contractors in accordance with DOTD records retention and disposition polices. RTA Records disposal will follow RTA data deletion policies and procedures.

3.2.6 How the SSOA will ensure the system is maintained
DOTD staff will maintain folders and files shared with RTA. The SSO Program Manager assures the system is maintained through supervision of contractors. If necessary, DOTD will coordinate with the RTA to seek system maintenance assistance from the RTA's Information Technology Department when necessary, and the RTA can also seek assistance from the vendor of the cloud-based platform if needed.

In addition, the RTA employs a daily, automated backup system for all files stored on its SharePoint cloud-based servers and local servers. If any issues arise with original file versions, backups can be retrieved from this agency-wide backup with support from the RTA's IT department.

Separately, RBI folders on the RTA's SharePoint platform will require two-step authentication for approved users, and log in attempts must come from U.S. based IP addresses.

3.2.7 How the SSOA will ensure the system accurately stores records
The data stored in the cloud-based platform, including data sets, risk prioritization, and inspection reports will be accessible only by designated DOTD, contractor, and RTA staff. These items can be reviewed by these parties with access permissions granted, and this level of transparency will support the accurate record keeping of all RBI program data. If deemed appropriate, the SSOA can require permissions be customized so that some approved users are granted view-only access without the ability to add, modify, or delete files. In addition, SharePoint Lists functionality includes the option to require approvals for changes to be made and the SSOA may determine this additional level of approval is appropriate for modifying or deleting existing files.

Because human error can still occur, however, RBI folders in NORTA's SharePoint platform will log changes to all files in the shared RBI folders. With logging enabled, any occasion where data is added, modified, or deleted is recorded. Each file saved to shared folders will have file history embedded, with changes logged and time stamps and users attributed to each change. If a file is changed unexpectedly, the SSOA will contact the RTA CSSEM to address issues and users involved.

3.2.8 How the SSOA will protect Security Sensitive Information (SSI)
DOTD will protect SSI in accordance with 49 CFR Part 674.23 and Louisiana state law. Section 10 of the SSO Procedures Manual includes additional detail about the SSOA's requirements under the Louisiana Public Records Act, also known as Louisiana's Sunshine Law. NORTA is subject to the same state and federal laws in its protection of security sensitive information.

4. Inspection Prioritization

4.1 Prioritization of Safety Concerns to Inform Inspections

The SSOA will prioritize inspection activity through analysis of maintenance, safety, and past inspection data, as is required in 49 U.S.C. § 5329(k)(4)(B). The SSOA will use qualitative and quantitative data to evaluate potential safety risks from the equipment, infrastructure, and practices specific to NORTA, identifying concerns to be prioritized for inspection. This ongoing analysis will inform inspection planning so that highest risk conditions are addressed first.

4.2 Metrics used for Inspection Prioritization

Using the data identified in section 3, DOTD and NORTA collaborated to develop metrics that support trend analysis over time. To evaluate relative risk of system equipment, infrastructure, and practices, the SSOA will use the metrics listed in Category 4 of the SSOA's Procedures Manual. These metrics will determine priorities for inspection.

4.3 Safety Concern Prioritization Rating Procedures

The SSOA will use a rating system to categorize higher and lower safety concerns. The SSOA will develop ratings for each assessed component based on the severity of its potential failure and the likelihood in which that failure may occur. These severity and probability ratings are then plotted together on the SSOA's safety risk matrix to support the prioritization of inspections.[32]Equipment, facilities, or procedures whose failures intersect at higher levels of severity and probability receive higher overall risk ratings, and those that intersect at lower levels of severity and probability receive lower risk ratings. This process does not replace or supersede RTA Safety Risk Management processes.

4.4 Inspection Prioritization Procedures

The SSOA will prioritize inspections of NORTA's Streetcar system based on the risk ratings described in the section above and in greater detail in Section 13 of the SSO Procedures Manual. The highest priority equipment, infrastructure, and practices will be prioritized for inspection first, and the SSOA will include clear documentation showing how safety concern ratings inform inspection prioritization. This information will be presented in writing to the RTA at the time of inspection. These processes will include the collection of data, photographs, testimony and/or other inputs identified as critical based upon the conditions facilitating the inspection. Proper protocols, procedures, and other measures for facility entry and staff deployment, including use of all required safety equipment and materials, will comply with existing safety guidelines.

[32] The SSOA's safety risk matrix and NORTA's Safety Risk Index are both based on MIL-STD-882E, but each are distinct and different from one another, and they are used independently.

4.5 Continuous Process for Risk-Based Inspection Prioritization

The SSOA's data analysis and prioritization process is ongoing and will be updated to reflect changing safety conditions. When system conditions change, the SSOA will analyze new data and develop new prioritization ratings; these will inform potential revisions to inspection priorities. Unless required by activities, or changes in system safety, the SSOA will schedule and perform an updated safety analysis and inspection prioritization at a minimum, quarterly.

5. Inspections Commensurate with RTA Size and Complexity

Each state's SSOA is required to conduct risk-based inspections at each RFGPTS they oversee commensurate with their size and complexity. NORTA's rail system size and complexity are measured by its mode, physical characteristics, and operational characteristics. NORTA operates historic streetcar rail, which runs single rail vehicles at slow speeds and by its nature is noncomplex.

Physical and operational characteristics can change over time, so the SSOA will use a subset of data reported to and verified by NTD to support system size and complexity determinations for a given year. Physical characteristics may include those such as system vehicles and facilities, and operational characteristics may include operating expenses, ridership, average revenue speed, and safety events, among others. The specific characteristics used by DOTD are found in Category 5 of the SSO Procedures Manual. These characteristics reflect NORTA's designation by the SSO as a small, noncomplex system, justifying a minimum of four risk-based inspections as of the beginning of the RBI program.

6. SSO Qualifications and Training for NORTA Streetcar RBI

In accordance with 49 U.S.C. § 5329(k)(4)(C), the DOTD SSO program must have sufficient personnel and skill sets to effectively implement and manage a risk-based inspection program. To ensure adequate staffing and resources, three elements are reviewed and updated annually by the SSO: the SSO Workload Assessment (WLA), inspection personnel qualifications, and a Technical Training Plan (TTP), each of which are detailed in the SSO Procedures Manual.

The Technical Training Plan (TTP) identifies both the general technical training requirements of the SSOA program and the specific skill sets necessary to carry out the SSOA program at the RTA overseen by the program. The DOTD SSOA will review and update the TTP annually. This will include a general review of the SSOA program requirements from a federal and state perspective, as well as a consultation with the RTA to ensure that the specific requirements regarding access to their properties and other aspects of their individual operations are covered. During the SSO and NORTA's Monthly Safety Coordination Meetings, a standing risk-based inspection agenda item serves as the opportunity to discuss and update agency-specific training requirements. In addition, NORTA's safety team will inform the SSO about upcoming trainings when they are finalized, providing as much advanced notice as is feasible so the SSO can plan in advance to attend, if needed.

In general, the SSO Program Manager and contractors will fulfill the same training and certification requirements as the RTA's CSSEM for competencies related to rail safety and risk-based inspection. The TTP contains these specific competencies and requirements, which will be updated annually to meet federal requirements and align to those of the RTA CSSEM. The SSOA must ensure all personnel directing inspections have been trained and certified according to 49 CFR Part 672, PTSCTP, TSSP, and RTA specification to safely access RTA properties and alignments.

APPENDIX G: REQUIRED APPROVALS

The LMSC, pursuant to the safety committee provisions of the PTASP final rule (49 CFR Part 673) and statutory requirements in Title 49 U.S.C. § 5329(d) as amended by the Bipartisan Infrastructure Law, reviewed and considered the approval of the draft ASP during its regular, **fourth quarter meeting**. Below is a summary table of the final approval vote via Microsoft SharePoint Forms.

The ASP was approved by the LMSC by simple majority in accordance with voting provisions of SAF5 and the LMSC SOP (SOP #004-011).

Id	Start time	Completion time	Email	Please enter your name (First Last):	Are you representing Labor or Management?	LMSC Member	Do you approve the draft ASP as presented?
2	12/3/2024 18:35	12/3/2024 18:36	anonymous	Robert Clapp	Labor	Yes	Approve
3	12/5/2024 10:35	12/5/2024 10:35	anonymous	Floyd Bailey Jr	Management	Yes	Approve
4	12/5/2024 10:37	12/5/2024 10:37	anonymous	Korrie Mapp	Management	Yes	Approve
5	12/12/2024 17:46	12/12/2024 17:46	anonymous	Darius Hollins	Labor	Yes	Approve
6	12/17/2024 21:12	12/17/2024 21:12	anonymous	Darian Epps	Labor	Yes	Approve
7	12/17/2024 22:50	12/17/2024 22:50	anonymous	Kentrella Crawford	Management	Yes	Approve
8	12/19/2024 13:53	12/19/2024 13:54	anonymous	Jacques Robichaux Sr.	Management	Yes	Approve

PLACEHOLDER: BOARD RESOLUTION

From:	Colin Ash
To:	Smith, Michael J.; Lawson, Kevin
Cc:	ATG_DCCM_SSO; Safety Department; Toomey, Craig
Subject:	RE: Draft Agency Safety Plan For Review
Date:	Monday, December 15, 2025 2:17:00 PM
Attachments:	image001.png 20251215 NORTA ASP Checklist.pdf

Sent on behalf of Kevin Lawson, DOTD SSO

Mike, thank you for providing the LMSC SOP. We have reviewed the document and completed our preliminary ASP checklist review.

The attached checklist notes our two previous comments for consideration as well as the few checklist items related to signatures and approvals from the Accountable Executive, Safety Committee, and Board. As in previous years, we'll expect to see those approvals completed in the coming weeks, but please keep us updated. Otherwise, the ASP appears to meet all requirements.

Thanks again,

Colin Ash, AICP
Project Manager

ATG | DCCM
504.946.0177 p

From: Smith, Michael J. <mjsmith@rtaforward.org>
Sent: Tuesday, December 2, 2025 10:40 AM
To: Colin Ash <ColinA@dccm.com>; Lawson, Kevin <kevin.lawson@la.gov>
Cc: ATG|DCCM SSO <ATG_DCCM_SSO@dccm.com>; Safety Department <safety@rtaforward.org>; Toomey, Craig <ctoomey@rtaforward.org>
Subject: RE: Draft Agency Safety Plan For Review

Caution: This e-mail originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Colin,

Thank you. We will incorporate your feedback in our current version of the draft.

See attached SOP, as requested.

Please let me know if you have any additional questions or concerns.

Thanks,

Mike

From: Colin Ash <ColinA@dccm.com>
Sent: Wednesday, November 26, 2025 11:34 AM
To: Smith, Michael J. <mjsmith@rtaforward.org>; Lawson, Kevin <kevin.lawson@la.gov>
Cc: ATG_DCCM_SSO <ATG_DCCM_SSO@dccm.com>; Safety Department <safety@rtaforward.org>; Toomey, Craig <ctoomey@rtaforward.org>
Subject: RE: Draft Agency Safety Plan For Review

Sent on behalf of Kevin Lawson, DOTD SSO

Hi Mike, the SSOA has reviewed NORTA's draft ASP and offers the following considerations.

- Consider incorporating language (such as below) into the employee safety reporting program section of the ASP to more explicitly reference requirements from § 673.23(b)
  - *The process includes reporting assaults on transit workers, near-misses, and unsafe acts and conditions*.
- Consider incorporating language (such as below) into the safety risk management section of the ASP to more explicitly reference requirements from § 673.25(b)(2)(iii)
  - *As a source for hazard identification, the transit agency considers safety concerns identified through its Safety Assurance activities*.

Additionally, **please provide the Labor-Management Safety Committee SOP referenced in the ASP for review**.

Colin Ash, AICP
Project Manager

ATG | DCCM
504.946.0177 p

From: Smith, Michael J. <mjsmith@rtaforward.org>
Sent: Tuesday, November 18, 2025 7:55 PM
To: Lawson, Kevin <kevin.lawson@la.gov>
Cc: ATG|DCCM SSO <ATG_DCCM_SSO@dccm.com>; Safety Department <safety@rtaforward.org>; Toomey, Craig <ctoomey@rtaforward.org>
Subject: Draft Agency Safety Plan For Review

Caution: This e-mail originated from outside of the organization. Do not click links or

open attachments unless you recognize the sender and know the content is safe.

Kevin,

Good evening. Please find attached, current draft revision of the RTA ASP. I am attaching both track changes and clean versions for your review.

Below are key revisions in this year's draft:

- More robust RWP program description in Section 1.7, to reflect progress made this year in accordance with Part 671
- Updated SPTs and RRPTs, along with updated preventability rate targets
  - There are 45 (15 x 3 modes) distinct targets that must be revised every year, per Part 673. We followed all available guidance from FTA in establishing this process.
- Clarified timeframe for ASP review/update, in alignment with SOP #004-002 (see 1.3)
- Updated ELT roles, specifically for the Chief Strategic and Financial Officer, in alignment with a recent organizational structure change.
  - Note: We will provide an updated org. chart as Appendix B.
- Cleaned up process descriptions for ISMAs (see 3.3.1)
- Added Safety Committee (LMSC) role in reviewing safety training programs (see 4.1)
- Simplified reporting of progress of agency-wide SMS initiatives relative to the SMS Implementation Plan (Appendix E)

As in prior year's ASP review cycles, we are requesting your consideration of a 'tentative' or 'conditional' approval, which would allow us to tentatively move forward with the remaining review steps, e.g., LMSC review/approval, final incorporation of edits from the SMSSC, and Board review/approval, and would enable us to process the Board-adopted version for final, on-time submittal to you in January or February.

Please let me know if you have any questions or concerns.

Thanks,

Mike

Mike Smith
Chief Safety, Security & Emergency Management Officer
New Orleans Regional Transit Authority

RTA

2817 Canal Street | New Orleans, LA 70119
Office: 504.827.8455
Email: mjsmith@rtaforward.org

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 26-020 **Finance Committee**

RTA1 Drydocking and Maintenance Contract Award

DESCRIPTION: Request for Authorization to Award for Drydocking & Maintenance of the RTA1 Ferry Vessel	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract for Drydock & Maintenance in response to IFB-25-043 to Hard Rock Marine Services LLC in an amount not to exceed $418,000.00.

ISSUE/BACKGROUND:

The RTA has released a solicitation under IFB 2025-043, seeking drydocking and maintenance for the RTA1 ferry vessel which serves the Canal Street/Algiers Point ferry route.

DISCUSSION:

RTA is seeking a contractor to provide drydocking and maintenance for the RTA1 ferry vessel which services the Canal Street/ Algiers Point ferry route as per 46 C.F.R. §176.600, “[a] vessel that is exposed to salt water not more than three months in any 12-month period since the last examination must undergo a drydock (“DD”) and an internal structural examination (“ISE”) at least once every five years. The RTA1 was due to have a drydock completed by no later than November 30, 2025, in which a bare minimum drydock was completed in order to maintain its valid U.S. Coast Guard Certificate of Inspection. By doing so, RTA ensured that the RTA1 vessel remained in full compliance with all required U.S. Coast Guard rules and regulations. To complete the drydock in its entirety, preventive maintenance must be completed on the following systems: Hydraulic & Mechanical, Propulsion & Thrusters, Electrical, Pumps & Piping, and Lifesaving and Firefighting systems. RTA needs to contract a third-party facility, with drydocking capabilities, as RTA lacks the facilities to perform such tasking.

FINANCIAL IMPACT:

Funds for this contract are available from the RTA Budget. Operating Account Numbers: 01-6100-99-7610-061-07-00-00000-00000

NEXT STEPS:

Upon RTA Board approval staff will execute the contract and purchase order.

ATTACHMENTS:

1. Board Resolution

2. Bid Documentation
3. Administrative Review
4. Procurement Summary
5. Solicitation Routing Sheet
6. Cost Estimate

Prepared By: Roberto Lopez
Title: Director of Marine Operations

Reviewed By: Brian Marshall
Title: Chief Transit Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



2/5/2026

Lona Edwards Hankins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

RESOLUTION NO.
FILE ID NO. 26-020

STATE OF LOUISIANA
PARISH OF ORLEANS

A RESOLUTION TO AUTHORIZE CONTRACT WITH HARD ROCK MARINE SERVICES, LLC FOR DRYDOCKING AND MAINTENANCE SERVICES FOR THE RTA FERRY VESSEL

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Regional Transit Authority (RTA) has issued a solicitation under IFB 2025-043 to procure drydocking and maintenance services for the RTA1 ferry vessel, which serves the Canal Street/ Algiers Point route, and,

WHEREAS, pursuant to 46 C.F.R. §176.600, Cost Guard requires that a vessel exposed to saltwater not more than three months in any 12-month period since the last examination undergo a drydock (DD) and internal structural examination (ISE) at least once every five years, and,

WHEREAS, the next drydock and internal structure examination for the RTA1 was due by November 30, 2025, necessitating the engagement of a third-party facility with drydock capabilities, as RTA lacks the infrastructure to perform such tasks, and

WHEREAS, funds for this contract have been allocated within the RTA Budget, with the following operating account number: 01-6100-99-7610-061-07-00-00000-00000.

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 award a contract to Hard Rock Marine Service LLC in the amount **NOT TO EXCEED $418,000.00.**

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 MONTH, YEAR.

_____
FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

ATTACHMENT IV
LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: **Regional Transit Authority**
ATTN: Procurement Department
2817 Canal Blvd.
New Orleans, LA 70119
(Owner to provide name and address of owner)

BID FOR: RTA 1 Dry Dock
IFB No. 2025-043

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Regional Transit Authority and dated:
November 7, 2025.
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

No. ___ Dated: _____ No. ___ Dated: _____ No. ___ Dated: _____

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

Four hundred eighteen thousand dollars Dollars ($ 418,000.00)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars ($ _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars ($ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars ($ _____)

NAME OF BIDDER: Hard Rock Marine Service LLC
ADDRESS OF BIDDER: 709 Jean Lafitte Blvd, Lafitte, LA 70067
LOUISIANA CONTRACTOR'S LICENSE NUMBER OR TAX IDENTIFICATION NUMBER: 26-2020337
NAME OF AUTHORIZED SIGNATORY OF BIDDER: Anthony J Lulich Jr.
TITLE OF AUTHORIZED SIGNATORY OF BIDDER: President
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **:
DATE: 12/09/2025

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.
** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A) (1) (c) or RS 38:2212(O).

CERTIFICATION ON PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS

The Primary Participant (Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements I this certification, the participants shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT, CERTIFIES OR AFFIRMS THAT TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ ARE APPLICABLE HERETO.

COMPANY Hard Rock Marine Service LLC

ADDRESS 709 Jean Lafitte Blvd, Lafitte, LA 70067

DATE 12/09/2025

Signature of Offeror's Authorized Representative

BUY AMERICA

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder or proposer hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date 12/09/2025

Signature _____

Company Name Hard Rock Marine Service LLC

Title President

RTA Project No. 2025-043

NON-COLLUSION AFFIDAVIT

STATE OF Louisiana

PARISH OF Jefferson

Anthony J Lulich Jr., being first duly sworn, deposes and says that:

(1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of Hard Rock Marine Service LLC, the Contractor that has submitted the attached bid;

(2) Such Bid is genuine and is not a collusive or sham Bid.

(3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly colluded, conspired connived or agreed with any bidder or anyone else to put on a sham bid, or refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against RTA or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual; and further that said bidder will not pay or agree to pay directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any individual, for aid or assistance in securing contract above referred to in the event the same is awarded to said bidder.

Signed: Anthony J Lulich Jr

Title: Pres

Sworn to me and subscribed in my presence this 9th day of December, A.D., 2025

Kimberly B Lanosga
NOTARY PUBLIC

KIMBERLY B. LANOSGA NOTARY PUBLIC ID NO. 66776 STATE OF LOUISIANA

KIMBERLY B. LANOSGA
NOTARY PUBLIC #66776
STATE OF LOUISIANA
MY COMMISSION IS ISSUED FOR LIFE

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

1. The prospective lower tier participant certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this offer.

3. The Lower-Tier participant (Potential Contractor under a major Third Party Contract), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C., 3801 ET SEQ are applicable thereto.

COMPANY Hard Rock Marine Service LLC

ADDRESS 709 Jean Lafitte Blvd, Lafitte, LA 70067

DATE 12/09/2025

Signature of Offeror's Authorized Representative

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Anthony J Lulich Jr. hereby certify on
(Name and Title of Offeror Official)

behalf of Hard Rock Marine Service LLC that:
(Name of Offeror)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment , or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influenced an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 9th day December, 2025.

BY Anthony J. Lulich Jr

Witnesses: Anthony J Lulich Jr
(Signature of Authorized Official)

Pres
(Title of Authorized Official)

Sworn to and subscribed before me on this 9th day of December, 2025

Notary Public In and For Jefferson Parish/County

State of Louisiana Kimberly B. Lanosga

KIMBERLY B. LANOSGA
NOTARY PUBLIC #66776
STATE OF LOUISIANA
MY COMMISSION IS ISSUED FOR LIFE

PARTICIPANT INFORMATION FORM

All offerors are required to submit the information contained on this form. This information is a condition of submitting an offer to the RTA. Offerors must insure that **ALL** sub-contractors, sub-contractors or others at all tiers, which are proposed to be used or used under any agreement issued by RTA have submitted an executed copy of this form. RTA is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name Hard Rock Marine Service LLC

Firm Address 709 Jean Lafitte Blvd, Lafitte, LA 70067

Telephone Number 504-689-7302

Fax Number _____

E-Mail Address slulich@hardrockmarine.com

Firm's status as Disadvantaged Business Enterprise (DBE) or Non- DBE non-DBD

Age of the firm 12/09/2025

Annual gross receipts of the firm 5,000,000.00

Prime or Sub-Contractor Prime

NAICS code (s) 336611

I certify to the best of my knowledge that the above information is true and correct:

Signature _____

Title President

Date 12/09/2025

RTA Project No. 2025-043

FAILURE TO PROVIDE AN EXECUTED COPY OF THIS FORM AS STIPULATED HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.

CERTIFICATE OF MARINE / ENERGY INSURANCE

DATE (MM/DD/YYYY): 12/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CAC Group of New Orleans 909 Poydras St Suite 2260 New Orleans LA 70112	CONTACT NAME: Sarah Thornton PHONE (A/C, No, Ext): 504-322-4921 FAX (A/C, No): 504-210-1404 E-MAIL ADDRESS: sthornton@cacgroup.com PRODUCER CUSTOMER ID #:
INSURED Hard Rock Marine Service, LLC 709 Jean Lafitte Blvd. Lafitte LA 70067	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Great American Insurance 16691 INSURER B : American Longshore Mutual INSURER C : Ascot /Beazley 23752 INSURER D : Starr Indemnity & Liability 38318 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 128774615 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	HULL AND MACHINERY	Y	Y	MASIHHS00834325	4/4/2025	4/4/2026	X PER SCHEDULE ON FILE	
							INSURED VALUE	$
	☐ COLLISION LIABILITY						COLLISION (Ea occurrence)	$
	☐ TOWERS LIABILITY						TOWERS (Ea occurrence)	$
								$
D	PROTECTION AND INDEMNITY	Y	Y	MASIHHS00834325	4/4/2025	4/4/2026	PER CLUB RULES	
	X CREW LIABILITY X JONES ACT						X EA OCCURRENCE PER VESSEL, CSL	$ 1,000,000
	X COLLISION LIABILITY						COLLISION (Ea occ), CSL	$ 1,000,000
	X TOWERS LIABILITY						TOWERS (Ea occ), CSL	$ 1,000,000
	X REMOVAL OF WRECK						REMOVAL OF WRECK (Ea occurrence)	$
	X IN REM							$
								$
								$
A	POLLUTION LIABILITY	Y	Y	V-12127-25	4/4/2025	4/4/2026	EA OCCURRENCE	$ 5,000,000
	X OPA 90							$
	X CERCLA							$
	☐ NON-OPA / NON-CERCLA							$
								$
	MARITIME EMPLOYERS LIABILITY	N / A					ANY ONE PERSON	$
	☐ ALTERNATE EMPLOYER						ANY ONE ACCIDENT	$
	INCLUDES ☐ CREW ☐ EMPS							$
	☐ JONES ACT							$
	☐ DEATH ON THE HIGH SEAS							$
	☐ IN REM ENDORSEMENT							$
								$
								$
								$

CERTIFICATE HOLDER

Regional Transit Authority
ATTN: Procurement Dept.
2817 Canal Blvd
New Orleans LA 70119

CANCELLATION

SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COVERAGES **CERTIFICATE NUMBER:** 128774615

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	[ ] COMMERCIAL GENERAL LIABILITY	Y	Y	MASILHS00669725	4/4/2025	4/4/2026	EACH OCCURRENCE	$ 1,000,000
	[X] MARINE GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	[X] Ship Repairers						PERSONAL & ADV INJURY	$ 1,000,000
	[ ]						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP / OP AGG	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO [ ] SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N	N/A	Y	WC 4257042 10 00	4/4/2025	4/4/2026	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]						E.L. (Each accident)	$ 1,000,000
	(Mandatory In NH)						E.L. DISEASE (Ea employee)	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	[X] ALTERNATE EMPLOYER							$
	[ ] USL&H ENDORSEMENT							$
	[ ] MARITIME EMPLOYERS LIABILITY							$
	[ ] OCSL ACT							$
B	U.S. LONGSHORE & HARBOR WORKERS COMPENSATION ACT	N/A	Y	ALMA00538-15	4/4/2025	4/4/2026	[X] PER STATUTE [ ] OTH-ER	
	[X] ALTERNATE EMPLOYER						E.L. (Each accident)	$ 1,000,000
	[X] MARITIME EMPLOYERS LIABILITY						E.L. DISEASE (Ea employee)	$ 1,000,000
	[X] OCSL ACT						E.L. DISEASE - ANN AGG	$ 1,000,000
	[X] TWM&C							$
	AIRCRAFT LIABILITY						EACH OCCURRENCE	$
	[ ] OWNED AIRCRAFT						AGGREGATE	$
	[ ] NON-OWNED AIRCRAFT							$
	[ ] PASSENGER LIABILITY							$
	[ ]							$
C	UMBRELLA / EXCESS LIAB / BUMBERSHOOT	Y	Y	MAXS2410001299-06	4/4/2025	4/4/2026	EACH OCCURRENCE	$ 4,000,000
	[ ] UMBRELLA [X] BUMBERSHOOT						AGGREGATE	$ 4,000,000
	[ ] EXCESS							$
	[ ] CLAIMS MADE [X] OCCUR							$
	[ ] DED [X] RETENTION $ 25,000							$
	ENERGY CONTROL OF WELL / OPERATORS EXTRA EXPENSE						CSL, ANY ONE OCCURRENCE (100% interest)	$
	[ ] CARE, CUSTODY AND CONTROL (CCC)						ANY ONE OCCURRENCE (100% interest)	$
	OFFSHORE OIL AND GAS PROPERTY							
	[ ] PLATFORMS						VALUES AS SCHEDULED	$
	[ ] PIPELINES						VALUES AS SCHEDULED	$
	[ ]							$
	[ ]							$
	ONSHORE OIL AND GAS PROPERTY							
	[ ] OIL & GAS PROPERTY						VALUES AS SCHEDULED	$
	[ ] CONTRACTORS EQUIPMENT						VALUES AS SCHEDULED	$
	[ ]							$
	NAMED WINDSTORM							
	[ ] CCC [ ] OFF-SHORE [ ] ON-SHORE						AGGREGATE	$

VESSEL(S): [ ] AS PER ATTACHED SCHEDULE [X] AS DETAILED IN THE DESCRIPTION OF OPERATIONS

DESCRIPTION OF OPERATIONS / LOCATIONS (ACORD 101, Additional Remarks Schedule, may be attached, if more space is required)

NAMED INSURED SCHEDULE:
. Hard Rock Marine Services, LLC
. Hard Rock Drydock and Repair, LLC
. Endeavor Marine, Inc.
. Hungry Bend Marine Services, LLC
. Lulich Barge Line, LLC
. Kamp Khun Dien, LLC

*Additional Insured, Waiver of Subrogation, Contractual, and Alternate Employer endorsements as indicated in the certificate are provided on See Attached...

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
CAC Group of New Orleans	Hard Rock Marine Service, LLC 709 Jean Lafitte Blvd. Lafitte LA 70067
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 31 FORM TITLE: CERTIFICATE OF MARINE / ENERGY INSURANCE

a blanket basis as required by written contract subject to the policy terms and conditions.

VESSEL SCHEDULE:

Vessel Name:
"LMS # 2"
"IMT Progress"
"Kamp Khun Dien"
"POS1"
"T Mike"
"R.A. Sims"

MARINE GENERAL LIABILTY COVERAGE EXTENSIONS:
. Ship Repairers Legal Liability
. Primary Wording as required by written contract
. Contractual
. Non-Owned Watercraft
. In Rem
. Action Over
. Sudden & Accidental Pollution

UMBRELLA / BUMBERSHOOT:
Follow form of underlying:
. $1,000,000 Marine General Liability
. $1,000,000 Employers Liability / USLH / MEL
. $1,000,000 Commercial Auto Liability
. $1,000,000 Protection & Indemnity
. $5,000,000 Vessel Pollution

RE: Louisiana Oilfield Anti-Indemnification Act (LSA-R.S. 9:2780)

If the Louisiana Oilfield Anti-Indemnification Act applies to your operations with our insured, we can provide a Marcel Exception endorsement. The Act, roughly interpreted prohibits the enforcement of the indemnity provisions of any oil and gas exploration or production-related contracts where LA State law would apply.

Under the Marcel Exception the insurance carrier(s) or its agent is required to invoice your company for premiums incurred to obtain an endorsement specifically naming your company as an additional insured under our general liability policy and in some cases, umbrella/excess policy. If you would like a quote to purchase the necessary endorsements under the applicable policies, please email the agency contact on this certificate.

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Regional Transit Authority
Administrative Review Form

Project Name: Dry Dock Maintenance

Type of Solicitation: IFB 2025-043 DBE/SBE Participation Goal: 0% Number of Respondents: 2

Prime, Primary Contact and Phone Number	DBE and Non-DBE Subconsultants	DBE Commitment Percentage	Price (RFP and ITB ONLY)
Prime Firm: Bollinger Quick Repair, LLC Address: 615 Destrehan Ave. Harvey, LA 70058 Andrew St. Germain, Executive Vice President, CFO & Certifying Official Phone: 504-340-0621	N/A	N/A	
Prime Firm: Hard Rock Marine Service LLC Address: 709 Jean Lafitte Blvd. Lafitte, LA 70067 Anthony J. Lulich, Jr., President Phone: 504-689-7302	N/A	N/A	

*Indicates certified DBE or SLDBE firm that will contribute to the project's participation goal

Prime Firm Name	Required Items								
	LA Uniform Public Work Bid	Non Collusion	Debarment Prime	Debarment Lower	Restrictions on Lobbying	Buy America Compliance	Participant Info	Affidavit of Fee Disposition	Addenda
Bollinger Quick Repair, LLC	Y	Y	Y	Y	Y	Y	Y	Y	Y
Hard Rock Marine Service LLC	Y	Y	Y	Y	Y	Y	Y	Y	y

Review and verification of the above required forms, the below listed vendor is hereby found responsive to this procurement.

Vendor Name: Hard Rock Marine Service, LLC.

Certified by: Name and Title: Shaun Temple, Contract Administrator

Procurement Personnel Only

Prime Firm Name	Bid Bond	Insurance	Responsiveness Determination	Responsible Determination					
			Certifications /Licenses	Facilities / Personnel	SAM.Gov	Previous Experience	Years in Business	Financial Stability	LA License No. if required
Bollinger Quick Repair, LLC	N/A	Y	N/A	N/A	Y	Y	31 Years	N/A	N/A
Hard Rock Marine Service, LLC	N/A	Y	N/a	N/a	?	Y	17 years	N/A	N/A

Review and verification of the above "checked" forms, the below listed vendor is hereby found responsible for award of this procurement.

Vendor Name: Hard Rock Marine Service, LLC.

Certified by: Name and Title: Shaun Temple, Contract Administrator

PROCUREMENT SUMMARY-IFB 2025-043

REQUIREMENTS

Regional Transit Authority Solicitation Request Routing Sheet with attached technical specifications was received by Procurement Deparment to Solicit RTA 1 Dry Dock

There was a no DBE goal established for this solicitation per the RTA Routing Sheet.

Procurement Policy:

The Independent Cost Estimate for this procurement is $ 491,316.04 which exceeds the Small Purchase threshold of $ 25,000.00 therefore in compliance with the Regional Transit Authority of New Orleans Procurement Policies and Procedures Manual, Section VII.B. This procurement shall be conducted through formal advertisement (competitive means).

Procurement Method:
More than one responsive and responsible offeror can meet the solicitation requirements. Specifications furnished by the user department are complete, adesxquate, precise and realistic. No discussions or negotiations will be needed to address technical requirements, award will be made on lowest responsible/responsive bidder. Therefore, the IFB method of solicitation is selected as the method of procurement.

SOLICITATION

Invitation for Bids (IFB) No. 2025-043 Public Notice was published in the The Advocate. The Public Notice and the IFB 2025-043 were posted on the RTA website beginning November 7, 2025. The IFB submittal deadline was 12/9/2025 at 2:00pm.

IFB SUBMITTAL

Bid Opening was held on December 9, 2025 at 2:00pm.

DETERMINATION

There were (2) bids were received and one was determined responsive and provided all required certifications.

SUBMITTAL ANALYSIS

Respondents	Pricing
Hard Rock Marine Service, LLC	$418,000.00
Bollinger Quick Repair, LLC	$773,379.00

Price determined fair and reasonable based on competition.

SUMMARY

Based on the information above the bids received were prepared and sent to Procurement Department for further review. An Administrative Review Form was prepared by Shaun Temple, Contract Administrator..

Procurement department: Recommend award be made to lowest responsive/responsible bidder, to Hard Rock Marine Service, LLC. Recommendation submitted to January 2026 Board of Commissioners for approval.

Regional Transit Authority
Solicitation Request Routing Sheet

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

Solicitation ID	**270**
ProjectSchedule Delivery Date	**November 30, 2025**
Technical Specs attached	**Yes**
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: **LOPEZ, ROBERTO**
Title: **DIRECTOR OF MARINE OPERATIONS**
Ext: **8475**

B. Name of Project, Service or Product:

RTA1 Drydock

C. Justification of Procurement:

Regulatory Requirement:
Pursuant to 46 C.F.R. §176.600, "[a] vessel that is exposed to salt water not more than three months in any 12-month period since the last examination must undergo a drydock ("DD") and an internal structural examination ("ISE") at least once every five years." RTA 1's next DD and ISE must be completed by November 30, 2025 (see attached Certificate of Inspection).

Purpose of Procurement:
The New Orleans Regional Transit Authority (RTA) seeks to procure a qualified contractor to perform drydock and associated maintenance services for the RTA 1 passenger ferry in compliance with USCG regulations. RTA does not possess in-house facilities to perform the drydock, thus necessitating third-party services.

Scope of Work:
The required scope includes, but is not limited to:

Haul-out and drydock services

Hull inspection and cleaning

USCG-mandated structural inspections

Maintenance and upgrades to propulsion, steering, generator, fire suppression, navigation, and alarm systems

Inspections and replacements of key marine components

Coordination of required inspections with USCG officials

A detailed scope of work is provided in the attached documentation.

Contractor Responsibility:
All bidders must be capable of providing a turn-key solution for the full scope of work as defined. Bidders may subcontract portions of the scope; however, the prime contractor is solely responsible for the performance, coordination, and delivery of all work, including that of any subcontractors. Failure to perform any portion of the scope will be deemed a failure to meet contract requirements.

Deliverables

Drydock inspection report

As-built drawings or updates for all replaced systems

Equipment manuals and warranties

Final invoice with itemized cost breakdown

Timeline
Contractor to provide milestone schedule with bid submission

Payment Terms
Milestone-based payments as negotiated

Bidders must:

Clearly identify any subcontracted components

Ensure compliance with all federal, state, and maritime regulatory standards

Conclusion:
The selected contractor will be required to perform all aspects of the drydock and maintenance scope, whether through in-house resources or through their own subcontracting arrangements. RTA will issue a firm, fixed-price contract, and the awarded vendor must ensure full compliance with contract requirements and completion timelines to maintain vessel certification.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Director Grants / Federal Compliance	
Signature	
Date	

E. Information Technology:

IT Dept Head	**Sterlin J Stevens**

Signature	*Sterlin J Stevens*
Date	**10/7/2025 8:42 PM**

F. **Safety, Security and Emergency Management:** Include Standard Safety Provisions Only:

Additional Safety Requirements Attached:

Chief	**Michael J Smith**
Signature	*Michael J Smith*
Date	**October 07 2025**

G. Risk Management:

Include Standard Insurance Provisions Only?

No

Include Additional Insurance Requirements Attached ?

Risk Management Analyst	**Marc L Popkin**
Signature	*Marc L Popkin*
Date	**October 07 2025**

H. Funding Source:

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

Multiple Years allocation if required:

Year	Amount	Budget Code
Year-1		01-6100-99-7610-061-07-00-00000-00000
Year-2		
Year-3		
Year-4		
Year-5		
Total all years		

Independent Cost Estimate (ICE): **$491,316.04**
Projected Total Cost: **$491,316.04**
Funding Type: **Local**
Grants or Capital Project ID:

Federal Funding	State	Local	Other
		$491,316.04	
Projected Fed Cost	**State**	**Local**	**Other**
		$491,316.04	

FTA Grant IDs	Budget Codes
	01-6100-99-7610-061-07-00-00000-00000

Budget Analyst	Erin Ghalayini
Signature	*Erin Ghalayini*
Date	October 02 2025

I. DBE/SBEGoal:

% DBE	0
% Small Business	0

Director Small Business	Adonis Charles Expose'
Signature	*Adonis Charles Expose'*
Date	October 07 2025

DBE/EECompliance Manager	Adonis Charles Expose'
Signature	*Adonis Charles Expose'*
Date	October 07 2025

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

Department Head	Roberto Lopez
Signature	*Roberto Lopez*
Date	October 01 2025

Lagal Chief	Tracy L. Tyler
Signature	*Tracy L. Tyler*
Date	Friday, October 10, 2025

Division Chief	Brian Richard Marshall
Signature	*Brian Richard Marshall*
Date	October 07 2025

Director of Procurement	Ronald Gerard Baptiste
Signature	*Ronald Gerard Baptiste*
Date	October 10 2025

FOR PROCUREMENT USE ONLY

Type of Procurement Request:

IFB - Invitation for BiD

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 Procurment - 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.

Required if Total Cost above $15K	
Chief Financial Officer	**Gizelle Johnson Banks**
Signature	*Gizelle Johnson Banks*
Date	**October 15 2025**

Required if Total Cost above $50K	
Chief Executive Officer	**Lona Edwards Hankins**
Signature	*Lona Edwards Hankins*
Date	**October 15 2025**

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/ Number: RTA1 Drydock

Date of Estimate: 09/12/2025

Description of Goods/Services:
RTA1 Drydock

_X__ 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)
__X_ 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 $ 489,339.16

The preceding independent cost estimate was prepared by:

Name Roberto Lopez

Signature *Trebor Zepol*

Regional Transit Authority may, 27, 2021

#	ITEM NAME	ITEM DESCRIPTION	ICE
General			
	Reports	Provide daily report to LabMar representative. Provide weekly project schedule with major milestone and delivery dates.	
	Gas Free and Clean	Transfer all fuel from the vessel to holding tanks, and clean and gas free the vessel's Two (2) fuel oil tanks and engine room bilges, and return all fuel to their respective tanks upon completion of work. Diesel storage cost fuel oil tanks Cargo tank 1 port: 366 gal. max capacity Cargo tank 1 stbd: 366 gal. max capacity Drain potable water tank and pressure wash inside tank. capacity 125 gal Drain sewage tank and clean inside tank. capacity 125 gal	$ 12,000.00 $ 1,000.00 $ 2,000.00 $ 2,000.00
	Gas Free Certificate	Provide a Marine Chemist's Certificate including Safe for Workers and Safe for Hot Work Whole vessel	$ 1,500.00
	Competent Person	Provide the services of a competent person to maintain a daily log as required for a marine chemist gas free certificate	$ 2,500.00
	Vessel Access	Provide service for access to and from vessel while dockside and/or in dry dock	
	Tug Service	Provide tug service to shift vessel within contractor's facility, and to shift vessel on dock as necessary to complete under water work.	
	CO2 System	Shipyard to disconnect and lock out CO2 system. Reconnect upon departure of Shipyard. 3rd party vendor to certify CO2 system, replace hoses as necessary.	$ 500.00
	Shore Power	Provide shore power to vessel. Hook up and disconnect shore power to vessel while on dry dock or at wet berth.	$ 2,500.00
	Crane Service	Provide Crane service, forklift service and rigging service for the project duration.	$ 2,000.00
	Blue drum disposal	Provide blue drums as require for Hazardous material disposal	$ 1,000.00
	Trash Disposal	Provide a 5-yard trash tub for material disposal as required.	$ 500.00
Hull & Underwater Work			

	Dry Dock	Dry Dock vessel, hold on dock until completion of all underwater work (maintain minimum 3-foot clearance under hull) then undock. Provide shore power to vessel at all times whether on dock or not.	$ 5,000.00
	USCG 5-year drydock / internal structure examination	Survey under water portions of the vessel and assist in inspection of all tanks and spaces and support USCG inspection. Coordinate USCG inspection, notifying customer Rep in advance of inspection dates and times.	
	Propeller Surveys	Survey propellers, including dye check. Check propeller pitch, blade width, blade thickness and diameter, providing a written report for each propeller to customer Rep. Upon completion provide labor to balance wheels and polish all blades. Provide final Survey to customer Rep.	$ 2,000.00 $ 1,000.00 $ 5,000.00
	Propeller Blue Fit	Provide labor to check the blue fit of the Port and Starboard propellers to their respective shafts. Provide all written findings to customer Rep.	$ 1,250.00
	Tail Shafts Removal and Reinstallation	Uncouple and rig out port and starboard tail shafts from vessel. Dray to machine shop for survey/repair. Reinstall after completion of survey and/or any repairs.	$ 3,000.00
	Tail Shaft Repairs	Clean main body of the Port and Stbd tail shafts. Perform NTD (dye pin) to identify any cracks. Repair as required. Provide full survey of the Port and Stbd tail shafts, wear down, run out, and check for straightness. Report all finding to customer Rep.	$ 2,000.00
	Tail Shaft Couplings	Provide labor to rig Port and Stbd coupling out of vessel and dray to machine shop for survey/repairs. Rig back into vessel upon completion of repairs. Check for trueness/runout of the coupling face and boss. Provide all written findings to customer Rep.	$ 1,000.00
	Blue Fit Shaft Couplings	Provide labor to check the bluefit of the port and Stbd tail shaft couplings to their respective shaft. Report all written findings to customer Rep.	$ 1,000.00
	Cutlass Bearings	Renew all shaft tube & strut tube cutlass bearings. Johnson Duramax code "KIM", qty 6 reqd	$ 10,000.00
	Shaft seal/stern tube Survey	Renew p/s PSS Pro shaft seals on stern tube. 3" diam shaft, 6" shaft tube	$ 5,000.00
	Tight wire	Provide labor to manufacture, fit and weld tight wire bracket to stern of vessel on both port and Stbd side to run a taught wire to check the alignment of the of the underwater gear. Report all written findings to customer Rep.	$ 4,000.00
	Steering Rudders Removal and Reinstallation	Remove p/s steering rudder from vessel, reinstall rudders after survey and/or repairs are completed.	$ 2,500.00
	Steering System	Remove and clean all rudder linkage pins and bushings, tiller, quadrants, rams, survey and/or mic all pins, rudder trunks, bushings and rudder stocks, and provide a written report of findings to customer Rep.	$ 1,500.00 $ 900.00 $ 2,700.00
	Steering Rudder packing	Renew port / Stbd side Johnson Duramax "DuraBlue" bearings and bushings. Upper and lower bearings	$ 4,200.00 $ 4,400.00 $ 640.00
	Rudder Feedback	install shock mounts on PLC	$ 6,000.00

	Aluminum Work	Replace miscellaneous aluminum as directed by USCG or as determined by customer Rep, based on 1,000 pounds	$ 5,000.00
		Replace damaged fendering as required, crop and renew Extend lower fender to bow	$ 2,500.00
		Renew p/s stern boarding door support structure and bulwarks. Renew hinges on stern doors. Add roller guide on each door	$ 5,000.00
		Port forward handrail needs to be straigned or replaced	$ 1,500.00
	Anodes	Remove and Replace all anodes. Replace as necessary	$ 2,500.00
	Manholes	Remove and clean 8 @ 15x24 and 4 @ 24x24 manhole covers and on main deck, provide new gaskets.	$ 2,000.00
	Air Testing	Air test all spaces to the satisfaction of the USCG inspectors and provide a written report of findings to customer Rep. Ensure that all vents are clear and venting properly.	$ 5,000.00
Pumps & Piping			
	Vents/screens	Provide labor to clean, inspect and check for proper operation on all vent/ ball checks around the vessel. 8 compartment vents Wager 150# 2.5" 2 fuel vents Wager 150# 2.5" 1 Potable Water vent Wager 150# 1.5" 1 Sewage vent Wager 150# 1"	$ 2,500.00
	Reach Rods	Prove proper operation of all fuel shut-off valves. Operational test for USCG only Port / Stbd Main Eng Fuel Tank	$ 150.00
	Fire Main System	Open, inspect and clean all fire main valves and fire hose valves. Open, inspect and clean all strainers. open, clean and demonstrate all seal valves for USCG. Reinstall with new gaskets. Qty 2 fire hose stations	$ 2,000.00
	Fire Pumps	Open and rebuild fire pump 2 - MP 36280 Scope as per attached specification	$ 3,000.00
	Valves/ and strainers	Open, clean and demonstrate all seal valves for USCG. Reinstall with new gaskets. Remove, disassemble, recondition, or replace the following: Sea suction & discharge valves and check valves. Overboard discharge qty 8 @ 2" Bilge System Overboard discharge qty 2 @ 2 1/2" Exhaust Water System Sea chest valves qty 2 @ 2 1/2" Engine cooling qty 2 @ 2" gate valve	$ 7,500.00

		add 2" check valve to each generator suction below sea strainer.	$ 2,500.00
		Add strainer to each fire pump, Groco 1 1/2" 316" stainless steel with 304 stainless steel basket. Verify fire system pressure after installation	$ 5,000.00
		Reassemble and reinstall all valves and strainers, greasing valve stems and other fittings as needed. Prove satisfactory operation.	
	Sea Chest Screens	Remove sea chest screens from the hull for inspection and cleaning of the sea chests, reinstall screens	$ 2,000.00
	Bilge Pumps & bilge piping	Inspect bilge pump qty 8 Goulds Water Technology 1DQ0511, overhaul as necessary.	
		test bilge alarms Open, inspect and clean all bilge suction valves and bilge discharge valves. open, clean and demonstrate all seal valves for USCG. Reinstall with new gaskets. Open, inspect and clean all strainers. Test bilge system for USCG	$ 1,000.00
	Piping	inspect and replace mini hot water heater at 3 sinks due to low flow. Replace associated braided water flex lines Rheem Interket RTEX-04	$ 2,000.00
	Deck Drains	Inspect and flush out deck drains. Clean all trash in lines	$ 1,500.00
	Grey Water	Inspect and clean lines as needed	
	Vessel Sewage System	Replace 14' feet of 2" sewage discharge piping and associated fittings	$ 2,000.00
		Renew sewage pump TorTuga-1pro pump with electric motor Leeson Washguard Model C6C17WC3G Cat 114313.00	$ 7,500.00
Hydraulic & Mechanical work			
	Steering system	Remove all Steering hydraulic cylinders and have all rams inspected, cleaned and overhauled, replace seals with new ones of appropriate material. Renew all hydraulic hoses with double braid hoses. Reinstall all cylinders. Install new hydraulic directional control valves HD-3C6-G02-DL-B qty 2 Drain, clean and flush the vessel steering pump oil sump and hydraulic lines. Refill system with new oil Test system for leaks and proper operation.	$ 10,000.00
Propulsion Mechanical & Thrusters			
	Main Engines	LA Cat to inspect and perform work as per CSA agreement	

	Main Engines	CA Cat to inspect and perform work as per CSA agreement	
	Main Gearboxes	Open and inspect Main Gearboxes. – Authorized manufacturer to perform work with OEM parts. Owner to approve vendor selection and quote. S/Y to assist	$ 1,263.32 $ 2,500.00
	Bow thruster	Replace each bow thruster with ABT TRAC X2 12" TRAC AC 20 HP. Replace gear oil hose and fittings. Relocate hoses to accessible location. Inspect and grease universal joints in shaft	$ 22,649.04 $ 2,500.00
	Generator Engines	S/Y to replace generators with new generators as per attached quote. Remove hatch and reseal after installation. Disconnect/Reconnect by 3rd party vendor (Allemand) Rebuild old generators as spare units	$ 14,000.00 $ 78,426.86
	Hoses	Renew all main engine fuel and water hoses. Renew all generator fuel and water hoses hoses. Renew all bilge and fire pump hoses Hoses to be double braided USCG approved hoses	$ 9,000.00
Painting			
	Hull Blasting, Cleaning and Painting – Hull & Decks	Near white metal blast as necessary in accordance with attached paint specification. Keel to waterline Waterline to main deck Main Deck - aft Upstairs passenger area deck Bow deck paint draft marks, vessel name bow/stern replace nonskid with same material and finish	$ 50,000.00
	Super Structure Blasting, Cleaning and painting	Sand sweep, or spot blast as necessary in accordance with attached paint specification. All exterior areas - house	$ 25,000.00
Electrical			
	Navigation electronics	3rd party vendor to inspect vessel navigation system. Scope as per attached specification	$ 2,500.00 $ 1,500.00
	General Alarm	3rd party vendor to inspect general alarm system. Scope as per attached specification	$ 2,500.00
	Switchboard	3rd party vendor to inspect and clean main switchboard. Check & tighten all connections. Scope as per attached vendor specification	
	24 VDC system	Replace all batteries throughout vessel. Check and inspect all battery chargers, replace as necessary qty 2 - UB8DK AGM 12volt batteries under dash qty 8 - 31-5T CCA 950 RC 175	$ 5,000.00
	Lighting	Replace lights as needed with similar style light. 1 flood light - Lunasea Model LLB-35MC-51RM 85-260VAC, 50 Watts	$ 500.00
	PSTP	3rd party vendor to perform PSTP on vessel automation. Scope as per attached specification	$ 2,000.00
	Cameras	Replace cameras as required, change lenses as required. Bow Midship, Stbd Aft, Aft Stairwell.	

		Hikvision Scope as per attached specification	$ 1,500.00 $ 1,500.00
	Electrical	Inspect P/A system and test all speakers. Inspect corded mic	
Life Saving & Fire Fighting			
	Fire extinguishers	3rd party vendor to recertify all fixed and portable fire extinguishers. Scope as per attached specification Wheelhouse CO2 10# Cabin fwd ABC 10# Cabin aft ABC 10# Port Outside BC 5# Stbd Outside BC 5# Port Engine Room Fireboy 56# fixed system Stbd Engine Room Fireboy 56# Fixed system Repair and replace CO2 controls and pull stations as required.	$ 1,742.08 $ 1,500.00
	Fire Detection	Replace obsolete fire detection system with current available compatible system of equal specification. Scope as per attached specification Fireboy Xintex Marine Safety System Elite Product # 397477-09	$ 28,750.00
	C Hero Davit	Renew Rescue C Hero davit Rope with new as per manufacturer's specifications.	$ 1,100.00
	Anchor	Lower anchor and replace hawser. Check function of anchor release/securing devices	$ 500.00
House General			
	Doors	Renew all water tight/weathertight door gasket rubber. Chalk test watertight doors. renew fwd door locking mechanism - Trio Ving - Assa Abaloy	
	flooring	replace flooring stbd forward area. Flexco SE-058 IMO 18x18x1/8 solid Blue Shadow	$ 3,377.70
	Pilothouse	Rreplace Port & Center wiper motor and assembly Roca Motor 24V Item# 351012 W38 Wiper Motor	$ 4,543.90
	replace upper deck seats	replace 13 seats	$ 5,980.00
			$ 2,500.00
	HVAC	Inspect and clean HVAC system, recharge as necessary. Clean and blow drain lines. Replace HVAC covers inside house: 1 wheelhouse Daikin Model # FXHQ24MVJU 12 Cabin Daikin Model # FXFG24TVJU 1 Crew Room Daikin Model # FXAQ07PVJU - need directional blades	$ 7,800.00 $ 5,000.00
Misc. items			
	vendor assist	Assist vendors as needed	$ 7,500.00
Shipyard total			$ 278,041.60
Vendor Total			$ 169,831.30

Project Vendor Fee	$ 33,966.26
Project total	**$ 489,339.16**

1008 MacARTHUR AVE. HARVEY, LA.
PHONE: 504-340-5581 FAX: 504-340-5592
EMAIL: Marcus@allemandindustries.com

Sales Quote

Customer:	Labmar Ferry
Quote Date:	6/6/2025
Quote Number:	EQ060625LF

Product Brand:	John Deere	**kWe Rating:**	65kWe Continuous
Model:	4045TFM85	**Hp/Rpm:**	N/A
Product Type:	Marine Generator Engine	**EPA:**	Tier 3
ABS Certified:	N/A	**Fuel Type:**	Diesel
USCG Approved:	N/A	**M Rating:**	N/A

Engine Description:	John Deere 4045TFM85 Marine Generator Engine
Voltage:	120 / 208 VAC
Generator Information:	Marathon Mariner 362PSL3124, 50 ° "C" Ambient, 60HZ, 3 Phase, Moisture Resistant Winding Coating, IP Drip Shield, Heady Duty Diode Bridge
Voltage Regulator:	SE 350
Control Panel:	Start stop panel
Control Panel Options:	N/A
Enclosure:	No Enclosure

Cooling Type:	Keel Cooled, Water Cooled Exhaust Manifold and Turbo
Exhaust Type:	Dry
Air Cleaner:	Standard
Fuel Filter(s):	Standard
Silencer:	SS Exhaust Flex w/ 4" MNPT
Starter/ Alternator:	12VDC starter no Alternator/ alternator replacement pulley
Battery:	Not Included
Battery Charger:	Not Included
Fuel Tank:	Not Included
Skid:	6" Channel Aluminum
Isolators:	(QTY 4) Standard Included
Mouting Feet:	Included
Owner's Manual:	(QTY 1) Print Copy
Factory Warranty:	2000 Hours / 2 Years (John Deere) ***A copy of the manufacturer's warranty is availible upon request.**
Additional Options (Not Included in Price):	**remote panel in the wheel house**
Notes:	
Unit Price (QTY 1):	**$ 39,213.43 USD**
Startup:	Time, Material, & Labor for Start Up Not Included In Price.
Sales Tax:	To Be Determined - FOB Harvey, LA
Total Price (QTY 2):	**$ 78,426.86 USD *This does not included any applicable taxes or freight.***
Down Payment:	**25% Deposit** of the Total Amount is Required to Accept the Order.
Payment Terms:	**Due on Reciept**. Remaining Balance Due and Payable Upon Reciept of Invoice When Units are Ready in our Facility.
Delivery:	**4 Weeks** After Receipt of PO# of Order. (Delivery Times Based on Standard Inventory and Subject to Change with Availability of Equipment.)
Terms & Conditions:	**1. Quote pricing is valid for 30 days from the date listed.** A cancellation fee of 25% of the total quotation amount will apply for any orders cancelled after the order is placed and accepted by Allemand Industries, Inc.

2. Allemand Industries, Inc, is an equipment supplier only. All equipment to perform loading or unloading of any equipment supplied by our company is the buyer's responsibility.

Terms & Conditions:

3. Allemand Industries, Inc. limits the scope of the supplies for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated will be supplied by others. We have detailed the equipment proposed in the above bill of materials. Please review the bill of materials carefully to be certain that it meets your requirements. Our company reserves the right to correct any errors or omissions.

4. Damage clauses for failure to meet promised shipping dates are not acceptable or binding on Allemand Industries, Inc. unless acceptable and confirmed in writing by and officer of our company.

5. These standard and extended terms and conditions are included in the quotation and hereby become part of the quotation. These same terms and conditions need to be noted on any purchase order received by Allemand Industries, Inc. to process your order.

Prepared By: Marcus Locue

Thank You for the Opportunity to Quote this Equipment!

1008 MacARTHUR AVE. HARVEY, LA.
PHONE: 504-340-5581 FAX: 504-340-5592
EMAIL: Marcus@allemandindustries.com

Sales Quote

Customer:	Labmar Ferry
Quote Date:	5/27/2025
Quote Number:	EQ052725LF

Product Brand:	John Deere/ Kphler	**kWe Rating:**	N/A
Model:	4045TFM85	**Hp/Rpm:**	99HP @ 1800RPM
Product Type:	Marine	**EPA:**	Tier 3
ABS Certified:	N/A	**Fuel Type:**	Diesel
USCG Approved:	N/A	**M Rating:**	N/A

Engine Description:	John Deere 4045TFM85 Marine Generator Engine, Heat Exchanged, 65EOZCJ Generator set, Voltage 120/208, 3ph,
Control Panel:	Kohler DEC3500
Control Panel Options:	
Enclosure:	No Enclosure
Cooling Type:	Heat Exchanger
Exhaust Type:	Wet /Dry Elbow
Air Cleaner:	Standard
Fuel Filter(s):	Standard
Silencer:	Standard

Starter/ Alternator:	12VDC
Battery:	12VDC
Battery Charger:	Not Included
Fuel Tank:	Not Included
Skid:	Not Included
Isolators:	Not Included
Mouting Feet:	Included, Set of front Feet
Owner's Manual:	(QTY 1) Print Copy
Factory Warranty:	2000 Hours / 2 Years (John Deere)
	***A copy of the manufacturer's warranty is availible upon request.**

Additional Options
Notes:

Unit Price (QTY 1):	**$43,144.55**
Startup:	**Not Inlcuded**
Sales Tax:	To Be Determined - FOB Harvey, LA
Total Price (QTY 2):	**$ 86,289.10 USD *This does not included any applicable taxes or freight.***
Down Payment:	**25% Deposit** of the Total Amount is Required to Accept the Order.
Payment Terms:	**Due on Reciept**. Remaining Balance Due and Payable Upon Reciept of Invoice When Units are Ready in our Facility.
Delivery:	**18-20 Weeks** After Receipt of Order. (Delivery Times Based on Standard Inventory and Subject to Change with Availability of Equipment.)

Terms & Conditions:

1. Quote pricing is valid for 30 days from the date listed. A cancellation fee of 25% of the total quotation amount will apply for any orders cancelled after the order is placed and accepted by Allemand Industries, Inc.

2. Allemand Industries, Inc, is an equipment supplier only. All equipment to perform loading or unloading of any equipment supplied by our company is the buyer's responsibility.

Terms & Conditions:

3. Allemand Industries, Inc. limits the scope of the supplies for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated will be supplied by others. We have detailed the equipment proposed in the above bill of materials. Please review the bill of materials carefully to be certain that it meets your requirements. Our company reserves the right to correct any errors or omissions.

4. Damage clauses for failure to meet promised shipping dates are not acceptable or binding on Allemand Industries, Inc. unless acceptable and confirmed in writing by and officer of our company.

5. These standard and extended terms and conditions are included in the quotation and hereby become part of the quotation. These same terms and conditions need to be noted on any purchase order received by Allemand Industries, Inc. to process your order.

Prepared By: Marcus M. Locue

Thank You for the Opportunity to Quote this Equipment!

SEWART

SERVICE QUOTATION

Service Order Number	
1087927	
Order Date	Page
6/16/2025 09:16:23	1 of 2

Quote Expires On 7/16/2025

Sewart Supply, LLC
1556 Destrehan Ave.
Harvey, LA 70058
504-348-7777

Customer ID: 17446

Requested By: Eric Madison

Bill To:

LabMar Ferry Services, LLC
7320 Patterson Drive
New Orleans, LA 70131
504-309-9789

Attn: Donna Ciulla

Ship To:

MV RTA1

PO Number	*Taker*
	AROJAS

Quantities					*ItemID*	*Pricing UOM*	*Unit Price*	*Extented Price*
To Service	*Requested*	*Allocated*	*UOM Unit Size*	*Disp.*	*Item Description*	*Unit Size*		
					Order Note: Quote for routine inspections			
					**********Service Item**********			
1			EA		MGX513621A		575.5300	575.53
			1.0		S1033553 Marine Gear			
					Serial Number: 2349181			
					**********Service Part**********			
1.00		0.00	EA		A2916JT	EA	22.0281	22.03
			1.0		O'Ring	1.0		
1.00		0.00	EA		SK50	EA	50.0000	50.00
			1.0		Service Kit	1.0		
25.00		0.00	EA		MIL	EA	2.5000	62.50
			1.0		Mileage Charges	1.0		
					**********Service Labor**********			
3.00		3.00	HR		ML	HR	147.0000	441.00
			1.0		Mechanic Labor	1.0		
					**********Service Item**********			
1			EA		MGX513621A		575.5300	575.53
			1.0		S1033553 Marine Gear			
					Serial Number: 2349182			
					**********Service Part**********			

SEWART

SERVICE QUOTATION

Sewart Supply, LLC
1556 Destrehan Ave.
Harvey, LA 70058
504-348-7777

Service Order Number	
1087927	
Order Date	Page
6/16/2025 09:16:23	2 of 2

Quote Expires On 7/16/2025

Customer ID: 17446

Requested By: Eric Madison

Quantities: To Service	Requested	Allocated	UOM / Unit Size	Disp.	ItemID / Item Description	Pricing UOM / Unit Size	Unit Price	Extented Price
	1.00	0.00	EA		A2916JT	EA	22.0281	22.03
			1.0		O'Ring	1.0		
	1.00	0.00	EA		SK50	EA	50.0000	50.00
			1.0		Service Kit	1.0		
	25.00	0.00	EA		MIL	EA	2.5000	62.50
			1.0		Mileage Charges	1.0		
					**********Service Labor**********			
	3.00	3.00	HR		ML	HR	147.0000	441.00
			1.0		Mechanic Labor	1.0		

Total Lines: 2

SUB-TOTAL:	1,151.06
TAX:	112.26
AMOUNT DUE:	1,263.32
	U.S. Dollars

Star Tech Marine Electronics, LLC
3295 First Street
Berwick, LA 70342
USA

Voice: (985)385-1975
Fax: (985)385-1970

QUOTATION

Quote Number: 2506BL-019
Quote Date: Jun 17, 2025
Page: 1

Quoted To:

LabMar Ferry Services, LLC
7320 Patterson Drive
New Orleans, LA 70131

504-309-9789

RTA 1
PA & GA System

Customer ID	Good Thru	Payment Terms	Sales Rep
LABM	7/17/25	Net 30 Days	LBLAINE

Quantity	Item	Description	Unit Price	Amount
1.00	MISCM	Navigation / Radar / General Alarm Inspection	2,500.00	2,500.00
1.00	MISCM	Switchboard / PSTP Inspection	2,000.00	2,000.00
1.00	MISCM	Camera Maintance	1,500.00	1,500.00
1.00	MISCM	Fix TV System	1,500.00	1,500.00
24.00	LABOR	Labor - ST	100.00	2,400.00
600.00	TRAVEL	Travel Mileage - Algiers	2.00	1,200.00

** Standard Terms & Conditions:

1. This proposal is valid for 30 days.
2. The above prices are quoted FOB factory. Domestic & international freight; duties; taxes and broker fees will be an added cost.
3. All equipment demonstrated dock side. Sea trials not included.
4. Shipyard is responsible for all welding, penetrations, stands and carpentry for all equipment.
5. Terms net 30 days unless prior arrangements are made.
6. If a job falls on holidays or requires overtime, these additional charges will be billed upon completion of job.
7. Change orders will be signed before any changes in equipment or installation can take place.
8. All installation will be "Time and Material".
9. Neither this document nor its contents may be revealed or disclosed to unauthorized persons or sent outside the institution without prior permission from Star Tech Marine Electronics, LLC.

Subtotal	11,100.00
Sales Tax	
TOTAL	**11,100.00**

Rebecca Keppers
Executive Sales Administrator

www.startechmarine.com

SIGNATURE: DATE:

Should the signature page of this contract be sent by fax or email, it will be considered an original lawful signature copy by the parties of this contract.

From **Hiller New Orleans Marine**
401 Commerce Point
Harahan LA 70123
5047360008
hillerfire.com
F-2641

Quote No.	**2118693**
Type	Inspection
Prepared By	Blane Murray
Created On	06/14/2025
Valid Until	07/14/2025

Quote For **HILLER COMPANIES 014 HSH MARINE**
RTA 1
401 Commerce Point
Harahan LA 70123-3201

Description of Work

**Attn: ** Eric Madison

The Hiller Companies is pleased to provide the following proposal for review for performing the Annual Inspection of the Fire Safety Equipment:

1.Fire detection

2.Fix Clean Agent

3.Portable Extinguishers

Added Scope: All **deficiencies, deviations, repair/replacement parts, and shipping are additional to this proposal and will require customer approval before performing any additional work not covered by this proposal.**

Note:

1.Travel Charge is based on 1 round trip of vessel's location within 75 miles and is calculated for the inspection only.

This proposal does not include rigging, fork-truck, launch service and crane support that may be required.

**Contact: Patrick Ubas -Service Manager via (504) 736- 0008 or Lacey Musgrove **

**Email: patubas@hillercompanies.com / lmusgrove@hillercompanies.com **

Normal working hours are 7:am to 4:pm, Monday thru Thursday. Any work done outside of these hours are considered overtime.

Services to be completed

[Marine Service] Location - Building ANNUALLY
Annual Inspection
Estimated Completion: 06/01/2026 to 06/30/2026

SUBTOTAL	$1,720.00
TAX @ 9.2%	$22.08
GRAND TOTAL	**$1,742.08**

Terms and Conditions

Approval indicates acceptance of Hiller's Terms and Conditions found here [https://hillerfire.com/terms-and-conditions-construction-1/](https://hillerfire.com/terms-and-conditions-construction-1/ "https://hillerfire.com/terms-and-conditions-construction-1/")

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

HYDRA FORCE LLC
HYDRAULICS ⚡ ELECTRICAL

1910 Engineers Road
Belle Chasse, LA 70037

Voice: 504-391-1065
Fax: 504-391-3402

QUOTATION

Quote Number: 25-1104
Quote Date: Jun 12, 2025
Page: 1

Quoted To:

LabMar Ferry Services, LLC
7320 Patterson Drive
New Orleans, LA 70131

Customer ID	Good Thru	Payment Terms	Sales Rep
LABF01	7/12/25	Net 30 Days	

Quantity	Description	Unit Price	Amount
	MV Passenger Ferry * This quotation does not include shipping/freight, travel time, mileage or applicable sales tax. * This quotation does not include any labor for cylinder disassemble, inspection, repair or reassemble and any cost of hard parts needed for cylinder repair.		
2.00	Field Labor: (1) day x (2) techs x (8) hours each -Remove (2) cylinders, pump out, drain & clean (2) hydraulic tanks and replace (8) hydraulic hoses w/ fittings	868.00	1,736.00
2.00	Field Labor: (1) day x (2) techs x (8) hours each -Reinstall (2) cylinders, hose up, fill tanks and replace (2) valves	868.00	1,736.00
2.00	Spin On Filter	15.10	30.20
8.00	3/4" x 20" Hydraulic Hose w/ FJX	69.65	557.20
2.00	Control Valve	375.00	750.00
1.00	Drum of Hydraulic Oil - HS 68	3,182.35	3,182.35

Subtotal	7,991.75
Sales Tax	
TOTAL	**7,991.75**

Quotation

*Power Specialties, LLC
325 Chennault Street
Morgan City, LA 70380
PH# (985)384-8580 FX#(985)385-6903

Quote Number:
RTA1FERRY

Quote Date
Jun 17, 2025

Quoted to:
LABMAR FERRY SERVICES, LLC
7320 PATTERSON DRIVE
NEW ORLEANS, LA 70131
USA

LABMAR FERRY SERVICES, LLC
FERRY RTA1
QUOTED TO: ERIC

Customer ID	Good Thru	Payment Terms	Sales Rep
12088	7/17/25	Net 30 Days	**MARK LEGER**

Quantity	Item	Description	Unit Price	Extension
		PARTS AND LABOR TO OPEN, INSPECT AND CHANGE SEALS IS NEED BE ON: (2) MP HHLF H.O. MODEL 36280 BRONZE FITTED 2X2 FIRE PUMPS		
2.00	KITHHLF	MP HHLF 36280 SEAL KIT (IF NEEDED)	395.00	790.00
12.00	Z9ONBOARD LABOR	ONBOARD VESSEL LABOR	105.00	1,260.00
200.00	Z9 MILEAGE	MILEAGE	2.15	430.00
			Subtotal	2,480.00
			Sales Tax	
			Total	2,480.00

FREEDMAN SEATING COMPANY

Labmar Ferry
Richard Heausler

6/23/2025

Richard,

We are pleased to provide the following quote with two options:

Option 1

Line Item	Location	Description	Qty
1		2p Gemini with cosmetic inserts (Color RAL 5017 BLUE) and no baseframes or legs	13

Vessel Seating Cost	**$ 5,980.00**

Option 2

Line Item	Location	Description	Qty
1		2p Amalfi with cosmetic inserts (Color RAL 7012 Gray) and anodize aluminum baseframe and legs	13

Vessel Seating Cost	**$ 8,923.85**

Terms: 50% at time of PO and balance before shipping
FOB: Chicago, IL
Ship date: 12 weeks from receipt of PO & approval of drawings/layout.
Validity: Price is valid for POs received 90 days from the date of quote.

Thank you for the opportunity to quote on this project.
Sincerely,

Kevin Chan
Business Unit Manager, Marine

This quotation is inclusive of all known tariffs/duties at date of creation. Any increases to tariffs/duties that affect this quotation after this date will impact this quotation and any associated Purchase Orders related to this quotation as any increases shall be the responsibility of the customer.

QUOTATION

DONOVAN MARINE
6316 Humphreys St.
New Orleans, LA 70123
504-488-5731

Order Number	
3336965	
Order Date	Page
06/25/2025 12:36:28	1 of 1

Quote Expires On: 07/25/2025

Bill To: 134022
Labmar Ferry Services LLC
7320 Patterson Dr
NEW ORLEANS, LA 70131
504-309-9789

Ship To: Labmar Ferry Services LLC
7320 Patterson Dr
NEW ORLEANS, LA 70131

PO Number	*Ship Route*	*Taker*
RTA-1 Ferry project	UPS	Todd Jarrell

Quantities					*Item ID | Manufacturer Part No* / *Item Description*	*Pricing UOM* / *Unit Size*		*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*					
					Order Note: FOB Ex Works Washington Delivery: 8 weeks ARO Prices do not include power or control wiring or hydraulic plumbing Special order and not returnable				
2	0	2	EA 1.0		12 TRAC THRUSTER | 12 TRAC THRUST 12 TRAC AC THRUSTER ASSY ALUMINUM	EA	1.0	10,295.0000	20,590.00
2	0	2	EA 1.0		10 OR 12 TRAC | 10 OR 12 TRAC 10 OR 12 TRAC THRUSTER MOUNTING KIT	EA	1.0	0.0200	0.04

Total Lines: 2

SUB-TOTAL:	20,590.04
TAX:	2,059.00
AMOUNT DUE:	**22,649.04**
	U.S. Dollars

Disp: B=Backorder, D=Direct Ship, S=Special Order, C=Cancel, H=Hold

Quoted pricing is subject to change at any given time depending on any additional tariffs levied on imported goods.

BEIER Integrated Systems

ISO 9001:2015 CERTIFIED

Estimate for Seering System Upgrade

LABMAR FERRY

RTA 1

Quote No. BIS16325DL Rev0
Tuesday, 15 July 2025

NOTE: This proposal supersedes and voids all previous proposals for this project

Beier Integrated Systems
516 J F Smith Avenue Slidell, LA 70460
Phone: (504) 341-0123 Fax: (504) 348-2007
www.beierradio.com

CONFIDENTIAL DOCUMENT

INTRODUCTION

LABMAR FERRY
7320 Patterson Drive
New Orleans, Louisiana 70131

Attn: Eric Madison
PH 337-316-2258

Re: RTA1 Steering Upgrade

Dear Eric,

We greatly appreciate the opportunity to provide you with this estimate and look forward to working with you in this project and others in the future. This estimate is based on attached technical proposal and includes:

- Steering System Upgrade

After examination, please feel free to contact me anytime with any questions you may have.

Kindest Regards,

David M. Lirette, Sr.
Executive VP of Engineering & Estimating
Beier Integrated Systems

TABLE OF CONTENTS

INTRODUCTION 2
PRICING SUMMARY 4
BEIER INTEGRATED SYSTEMS TERMS & CONDITIONS OF SALE 5
INSTALL INFORMATION: 10

PRICING SUMMARY

Beier Integrated Systems Project Management Consisting of:		**Option:**
Full Responsibility for Complete System Integration of Beier Supplied Equipment	Included	
Engineering and System Design of Beier Supplied Equipment	Included	
CAD Drawing of Beier Supplied Equipment	Included	
Modifications and Upgrades to the Steering Control System	**$84,064**	
Beier will provide labor and materials to move the panels as identified in Section 2.0 of the attached technical proposal.	Included	
Beier will provide field service technicians to do a full system check. All hydraulic settings will be verified	Included	
Project Management	Included	
❖ Any hot work required on the vessel is excluded from this proposal		
❖ Additional material and labor shall be billed at Beier Integrated Systems standard rates	T&M	
❖ Travel time, mileage, and travel expenses are not included and shall be billed additionally at Beier Integrated Systems standard rates.	T&M	

- Price Validity: 30 days Expiring on 08/15/2025
- FOB Gray LA.
- All Sales subject to Beier Radio Terms & Condition of Sale as attached.
- Tentative Delivery: 16-18 Weeks ARO
- Delivery shall be based on a mutually agreed upon schedule.
- Estimate is subject to final clarification meeting.
- NOTE: 12VDC/24VDC/120VAC/240VAC Ships Supply unless otherwise specifically stated in this proposal.
- Any additional equipment required to meet class, flag state, or customer operational requirements shall be provided at time and materials.
- Labor quoted in this estimate does not include overtime or holidays.
- Additional labor shall be billed at Beier Integrated Systems standard rates.
- Travel time, Mileage, lodging, and subsistence are not included and shall be billed at Beier Integrated Systems standard rates.
- Beier reserves the right to change pricing if cost increases due to future tariffs or other events outside of Beier's control that affect pricing
- All quoted prices exclude any current or future tariffs, import duties, or government-imposed fees. Should any such charges occur related to the provided products or services, the customer will be solely responsible for their payment
- Prices and Delivery times: The Covid-19 pandemic has created a sudden shortage of many raw materials and parts for industry all around the world. The prices and delivery times stated in this offer are based upon best information available at the time. During this period of shortages, Beier Integrated Systems will do all that it reasonably can to maintain the prices and delivery times contained in this offer, but such prices and delivery times are offered strictly subject to confirmation by Beier Integrated Systems at the time of order.
- We are operating in unprecedented times, until we have a commitment to purchase and a firm shipping date, pricing is subject to change.

BEIER INTEGRATED SYSTEMS TERMS & CONDITIONS OF SALE
For the supply of Communication & Navigation Equipment, BEIER IVCS4000 –Integrated Vessel Control Systems, IVMS 4000 Integrated Vessel Monitoring System, Engine Controls and Steering Systems

The attached proposal is presented under the following terms and conditions.

Applicability:
These Terms and Conditions are an essential part of the offer to sell equipment or services by Beier Integrated Systems, (herein after referred to as Beier). Such offer to sell is expressly conditioned upon the acceptance of these Terms and Conditions by the purchaser (herein after referred to as Owner) of such equipment or services. All sales are expressly conditional on Owner's agreement to the standard terms and conditions proposed herein. No additional or different terms apply unless expressly agreed to in writing by Beier. No sales representative of Beier has authority to alter, vary, or waive any of the foregoing standard conditions. Beier hereby gives notice of its objection to any different or additional terms. Acceptance of or payment for any of the goods constitute Owner's agreement to Beier's terms and conditions.

1) **Acceptance of Offer**:
Beier requires either a signed acceptance of our proposal or a written Purchase Order that specifically includes these terms and conditions as part of the order.

2) **Validity of Proposal**:
Thirty (30) days from date of proposal, unless stated otherwise, for delivery within twelve (12) months of receipt of order.

3) **Freight:**
F.O.B. Gray, LA, USA unless specifically stated otherwise.

4) **Delivery**:
   a. Delivery Date: Beier will deliver the equipment on this date. This may be a specific date or schedule of dates as stated in our proposal. Refer to Technical Information on page 5
   b. Acceptance of Delivery: It is the Owner's responsibility to inspect all equipment immediately upon receipt. Owner must notify Beier within ten (10) days of any problems with the equipment or it shall be deemed accepted.
   c. Delayed Delivery: If Owner cannot accept delivery of the equipment on the specified delivery date, Beier will warehouse and insure it at no charge for thirty (30) days. After thirty (30) days Beier will ship this equipment to Owner or a warehouse of Owner's choice.
   d. Warehouse Fee: If Owner is unable to accept delivery after thirty (30) days and does not specify a warehouse location, Beier will continue to warehouse this equipment for Owner for a fee of .25% (¼%) of the contract price per month until Owner is able to take delivery.
   e. Insurance: If Beier personnel deliver equipment, Beier will insure it. Insurance for equipment shipped via common carrier, is Owner's responsibility and expense.

5) **Payment Terms**:
   a. Invoice Date: The original delivery date is the invoice date of this contract. Delivery delays caused by Beier or its vendors will delay the invoice date accordingly. Delivery delays caused by the vessel, shipyard or third parties do not affect the invoice date unless Beier is notified in time to delay shipment from its vendors.
   b. COA: The terms of the sale are Cash on Award (COA) unless Owner obtains credit approval from Beier's Credit Department.

c. Payment Terms: Payment is due net on receipt of invoice unless specifically stated otherwise.
   1. 30% due at time of award.
   2. 60% due when ready to ship. Must be paid prior to delivery.
   3. 10% due upon completion of sea trials
      Or other mutually agreed terms

d. The payment terms provided in this offer are subject to credit approval at the time of award. Credit approval will be provided by Beier's CFO prior to acceptance of the Customer's Purchase Order.
e. Late Charges: A late charge, equal to 1% of Owner's outstanding balance, will be charged per month if payment is made after thirty (30) days from invoice date.
f. Collection Fee: Owner agrees to pay attorney fees, if placed for collection, 30% of claim or $4,000.00 whichever is greater.
g. Holdbacks: Holdbacks are not allowed and will be treated as late payments unless specifically agreed to in writing by an officer of Beier.
h. Timely Payment: Beier Radio shall submit all invoices in accordance with the milestone schedules set forth. All invoices shall be paid in full, within thirty (30) days of submission by Beier Radio ("Due Date"). Beier Radio shall have the right to suspend all Work until such time as all outstanding invoices are paid that are past due more than five (5) business days after the Due Date. Any completion deadlines or time is of the essence clauses shall have no effect during the suspension and shall be extended for as long as the outstanding payment remains unpaid in full. Beier Radio shall not be penalized or responsible for any delays that occur as a result of its Work that is suspended for delayed payment under this provision.
i. The Owner hereby grants to Beier a security interest in the product shipped to the Owner until all payments under the terms of sale shall have been made in full and until all other terms of sale have been fully performed by Owner. Owner hereby authorizes Beier to execute on its behalf and file in any appropriate office all documents necessary to evidence such security interest.

6) Taxes and/or Additional Charges:

The prices shown do not include any sales, use or other taxes or charges payable to state or local authorities. Any such taxes or charges now or hereafter imposed with respect to sales or shipments hereunder will be added to such prices and the Owner agrees to reimburse Beier for any such taxes or charges.

7) Warranty and Non-Warranty Policy
IVCS4000 Integrated Vessel Control Systems, Engine Controls, Engine Monitoring and Steering Systems

a. Warranty for Beier Manufactured Products
   i. Warranty: Travel, labor, and expense are billable but the labor (work time only) onboard the vessel is provided at no charge for twelve months. Parts are provided at no charge for 12 months.
   ii. Non-Warranty: The following issues are "not" covered under the warranty and are billable at prevailing standard rates.
      1. Operator error or physical, water, and electrical damage, which damages did not result from the Work or breach of a warranty of Beier.
      2. Delay time traveling to and from or on the vessel, which delay is attributable to some act or omission of shipyard or Vessel.
      3. Overtime and Holidays.
      4. Problems caused by other equipment interfaced to Beier manufactured equipment.

   Warranty Start Date: The warranty start date is the date the system is signed off as operational by the Beier Product Manager regardless of any other problems or delays the vessel may have or, six (6) months from the equipment delivery date, whichever comes first.

iii. Sensors: Beier Radio does not warranty sensors. Only the sensor manufacturers' warranty is offered.

b. Warranty for Products Manufactured by Others
   i. Warranty: Beier agrees to process all warranty claims for products manufactured by others, but in the event that the manufacturer determines that the product is not covered by the manufacturer's warranty, or that certain labor, expense and materials are not covered, then shipyard or Vessel is responsible to Beier for all labor, material and expenses related to the repair work. Beier will transfer to shipyard or owner any manufacturer's warranties for Products installed by Beier to the extent these warranties are transferrable.

8) Consequential Damages

a. Beier is not liable for any incidental or consequential damages incurred as a result of any defect in any equipment sold herein. Beier obligation is limited to warranty of the equipment as stated herein.
b. Owner acknowledges that equipment supplied by Beier is an "Aid to Navigation" and is required to have a qualified person standing by while equipment is in use.

9) Pre-Installation of Equipment:

a. Initial Planning Meeting: Owner will provide an Initial Planning Meeting for their Project Managers and Beier's Project Managers.
b. Project Management: Beier will assign a Project Manager for this project. All communications should be made through this manager.
c. Equipment Placement: Beier will provide assistance for the proper placement of equipment. Once the equipment placement is determined and cables are run to that location any changes will be billable.
d. Vessel Drawings: Vessel Drawings: Owner will provide two (2) sets of appropriate vessel drawings to Beier at least thirty (30) days prior to installation or at the Kick-Off meeting, whichever comes first. Drawings are to include all cable raceways, penetrations, power sources, masts and any area where equipment will be mounted.
e. Equipment Drawings: Beier will provide one (1) line drawings within six weeks after receipt of order.

10) Installation of Equipment

a. Penetrations: Shipyard will make all penetrations and provide all penetration glands. Shipyard will seal all penetrations after installation is complete.
b. Fabrication: Shipyard or owner will provide all fabrication, equipment mounting holes, drilling, tapping, burning, welding and carpentry. Beier will provide templates for all antennas and equipment footprints.
c. Ceilings & Walls: Removal of ceilings and walls is not part of our installation proposal unless specifically stated otherwise.
d. Cables: Shipyard or owner is responsible to, unless specifically stated otherwise, supply, pull, cut in, band, and terminate all cables for equipment supplied in this proposal including but not limited to:

   Auto-pilot & Rudder Feedback, Acoustic System, DP & 3 Axis Joystick Steering System, Thrusters, Engine Controls and Monitoring System

e. Mounting Equipment: Shipyard or owner is responsible, unless specifically stated otherwise, to move the equipment onto the vessel, to lift into place all large items and mount all equipment.
f. Non-Beier supplied Equipment: Owner is responsible for cost associated with the installation of all non-Beier supplied equipment.

11) **Dock Trials and Sea Trials:**
    a. Dock Trial: A successful dock trial is required prior to beginning sea trials. Dock trials usually take one day.
    b. Sea Trials: Sea Trials for the IVCS4000 require a minimum of one (1) day and possibly more. This time depends on the accuracy of information about the vessel and its control and propulsion systems as provided to Beier by customer and their other vendors. Sea trials of the IVSCV4000 will continue until the system is proven to work properly.
    c. Delays: Owner is responsible for delay expenses if the vessel or its other systems are not able to continue once sea trials are started.
    d. Vessel & Environmental: The vessel should be at operating draft. The winds must be calm and there should be no current.
    e. Holidays: Holidays are not included in the cost of sea trials and will be invoiced extra.

12) **Training & Instruction**:
Beier will provide demonstrations, training and hands on operation as part of the Dock Trials and Sea Trials. Additional training is available at Beier's Nautical training facility in Gray, LA for a fee.

13) **Vessel Delays**:
Once the installation schedule is set, changes may cause conflicts with other Beier contracts. If the installation schedule is changed by Owner, Beier does not guarantee that it will be able to accommodate that change.

14) **Safety:**
Beier Radio shall have the right to suspend its work on Property if it believes in good faith that its employees and contractors are exposed to unsafe or unhealthy working conditions. Any completion deadlines or time is of the essence clauses shall have no effect during the suspension and shall be extended for as long as the identified conditions exist. Any workplace safety or health violations deemed serious by OSHA shall constitute automatic grounds for suspension until such time as the conditions are rectified in accordance with applicable standards. Any workplace safety or health conditions deemed unsafe by Beier Radio shall likewise provide a basis for a suspension of Beier Radio's Work. Beier Radio shall not be penalized or responsible for any delays that occur as a result of its Work that is suspended for safety or health considerations under this provision. Beier Radio shall provide notice and/or onsite supervisors as soon as practicable of any conditions that it believes in good faith warrant suspension of work or corrective action.

15) **Governing Law:**
Any sale resulting from the accompanying proposal shall be governed by the laws of the State of Louisiana.

16) **Indemnity**:
Owner and Beier agree that with respect to all claims, demands, and causes of action, suits or other litigation concerning injury to or death of a person, or damage to property of Owner, in any way arising out of, associated with or related to work performed by Beier: Owner shall be responsible for, and shall defend, indemnify and hold Beier harmless against Owners negligence (whether sole, comparative, contributory or concurrent) and Owner's liability without fault; and Beier shall be responsible for and shall defend, indemnify, and hold Owner harmless against Beier's negligence (whether sole, comparative, contributory or concurrent) and Owner's liability without fault.

17) **Forces Majeure:**
Any delay by Beier in furnishing equipment or services pursuant to this proposal shall be excused and Owner shall take no action against Beier for consequential, liquidated or actual damages, if such delays are beyond Beier's control. Such causes include but are not limited to Acts of God or the public enemy, acts of foreign or domestic governments, acts of terrorists, wars, fire, earthquakes, floods, labor disturbances, strikes, severe weather or delays or defaults of subcontractors. If such a delay occurs a new delivery date will be

set. If the delay continues for a period of six (6) months Beier may terminate the agreement without further liability

18) Complete Agreement:
Should a sale result from the attached proposal, that proposal, any attachments thereto and these Terms & Conditions shall constitute the entire agreement. No additions or changes will be binding unless made in writing and signed by both parties.

19) Technical Information:
The contract delivery date is conditioned upon Beier receiving all necessary technical information (completed Vessel Data Sheet) within 30 working days of signing this contract. The Owner is responsible to ensure that this information is provided to Beier, directly or by Owners' agents or subcontractors. If this information is not provided to Beier within 30 working days, delivery may be delayed, with no fault or penalty to Beier.

20) License Agreement:
The software provided for the IVCS4000 is provided on a per vessel basis. Customer acknowledges that he/she may not copy this software or use it for any other vessel or purpose.

21) Marketing:
Owner agrees to allow Beier to use photos of this vessel, the Beier equipment installed on this vessel and the owners name, as a customer, in its advertising and marketing.

22) Non-Disclosure:
During the course of this contract Beier and Owner (and their agents, subsidiaries or associates) may disclose certain proprietary or confidential information to each other. This information may be oral or written, it may be technical or commercial and it may take the form of plans, drawings, processes, formulae, programs, prints, recordings, discs, schematics or other compilations of information. Unless this information is already public knowledge it shall be considered "confidential information".

a. All confidential information obtained by each party shall be considered confidential and shall not be disclosed by either party to any other third-party person, company, corporation or partnership without the prior written consent of the originating party.
b. This non-disclosure agreement shall continue notwithstanding the completion of this contract.

INSTALL INFORMATION:

Vessel Name: _____

Install Location: _____ Equipment Delivery Date: _____

Install Date: _____

Dock Trial Date: _____ Sea Trial Date: _____

Acceptance of Proposal, Attachments and Terms and Conditions by:

_____
Company Name

_____
Address

_____
Town/City State ZIP

_____
Print Name of Person Accepting Title Date

_____ _____
Signature of Person Accepting Beier Radio

July 1, 2025

HSH Ref No: HSH-362-51-221014 Rev A

Customer: NOLA Ferry
ATTN: Eric Madison
Address: 601 Poydras St. #1725
New Orleans, LA. 70130
(510) 912-2431
Subject: RFQ sent via email on July 3, 2025
RTA Ferry – Fire Alarm System Retrofit

Scope of Work

The Hiller Companies is proud to present a comprehensive proposal for the demolition, installation, termination, testing, and commissioning of a state-of-the-art fire detection system tailored to your vessel. To ensure seamless execution, a dedicated project manager will serve as your single point of contact, overseeing all aspects—including equipment procurement and delivery, engineering/design coordination, system installation, and final commissioning.

Our standard terms and clarifications are outlined below and can be tailored to meet the specific needs of your project. We are committed to delivering a reliable, code-compliant solution with minimal disruption and maximum efficiency.

Estimated number of devices based on the provided GA are listed below. The proposed system will be a Subchapter M Approved fire detection system manufactured by Fire Lite. Please reference Table 1 for more information.

Table 1.

QTY	Description
1	FACP
0	Repeater Panel
10	Smoke Detectors
2	Heat Detectors
5	Pull Stations
7	Horn Strobe
0	Strobe

Schedule of work is as follows:

- Design 6-8 weeks after acceptance of PO
- Material 6-8 weeks after drawings are submitted
- Installation 4 weeks from receipt of material

401 Commerce Point
Harahan, Louisiana 70123
504-736-0008 | hillerfire.com
LASFM License #F2641

Clarifications

1. This Pricing is a ROM.
2. Complete CAD drawings to be provided to Hiller from Client.
3. Hiller quote is based on USCG Subchapter T Rules.
4. Hiller quote is based on FireBoy-Xintex NOLA Ferry Drawing Rev. (B), dated Nov. 21, 2017.
5. The quote includes system engineering, fire detection equipment, installation, testing and commissioning tasks that are to be performed at a shipyard within 60mi of HSH office. Price may be modified if the location is changed.
6. System Engineering includes:
    i. System Drawings
    ii. Battery Backup Calculations
    iii. Type Approval Certifications
    iv. Component Data Sheets
    v. Technical Manual
7. Installation excludes any welding, penetrations, foundations, painting, lagging/insulation, wire pulling, wire ways and cable trays.
8. Proposed Wire if needed is *UNARMORED* Marine Rated Fire Alarm wire.
9. System power is to be provided by ship to include an independent emergency supplied circuit breaker.
10. Proposed estimate hardware consists of addressable, ABS & USCG "Type Approved" system.
11. Hiller Systems will provide an alarm contact to interface with the General Alarm for system notification.
12. The quote DOES NOT include spare components.
13. Regulatory Review submission and fees are to be paid by shipyard/customer.
14. System power is to be provided by ship to include an independent circuit breaker.
15. Hiller requests a minimum of two weeks' notice to schedule our technicians.
16. Delays caused by anything unrelated to Hiller supplied equipment or our technicians work, may be at the additional expense of the Client.
17. All electrical and design over 30VDC or any AC voltage are to be provided by others.
18. Price quoted does not include any post-installation touch-up painting, pipe painting, etc.
19. All Lock-Out Tag-Out to be provided by others.
20. Travel labor and expenses for claims made during the warranty period where the project location is outside of the 60 miles from the Hiller, New Orleans office is the responsibility of others.
21. The pricing below is for systems commissioned prior to December 31, 2025.
22. Pricing is valid from 30 days from the date of this letter.
23. Payment terms Net 30 from date of invoice and subject to credit approval.

Price

The total ROM price as described above is shown below:

Total System Cost	$28,750.00
Milestone	**Percentage**
Receipt of PO	25%
Receipt of Equipment by Hiller	50%
Installation Complete	20%
Completion of Commissioning	5%

Acceptance

The customer acknowledges that this proposal and any resultant order shall collectively constitute the sale and/or installation agreement between Herbert S. Hiller (a division of The Hiller Companies) and Buyer and shall be governed by Hiller's Standard Terms and Conditions.

Herbert S. Hiller

Signature: _____

By: Blane Murray
Salesman – Marine Division
NICET #138917
Fire Alarm, Level II

Date: 7/3/2025

Customer

Authorized Signature: _____

By: _____

_____

_____

Date: _____

The Hiller Companies

Standard Terms and Conditions

THESE STANDARD TERMS AND CONDITIONS ARE PART OF AND ARE INCORPORATED INTO THE FOREGOING QUOTE AND/OR SERVICE AGREEMENT TO WHICH THEY ARE ATTACHED (COLLECTIVELY, THE AGREEMENT) BETWEEN THE HILLER COMPANIES (HILLER) AND THE PARTY TO WHOM THE AGREEMENT IS ADDRESSED (CUSTOMER).

Acceptance of Terms. The Agreement shall apply to and govern Hillers provision of goods or equipment (Products) and/or services (Services, together with Products, the Work) and shall become a binding contract between Customer and Hiller upon acceptance of the Agreement by Customer. Customer will be deemed to have accepted and be bound by the terms of the Agreement if any one or more of the following occur: (i) Customer authorizes or accepts all or any part of the Work; (ii) Customer and Hiller exchange electronic correspondence regarding the Agreement indicating that Customer has accepted the Agreement; or (iii) Customer signs the Agreement and returns a copy of the executed Agreement to Hiller. Customer agrees not to contest, or assert any defense to, the validity or enforceability of the Agreement accepted in accordance with this provision based on any law requiring agreements to be in writing or to be executed by the parties.

Notations and Clarifications. The price for the Work in the Agreement (the Price) is based upon Hiller having ready and unobstructed access to all areas necessary to perform the Work and performance of the Work during Hillers normal working hours Monday through Friday excluding Saturdays, Sundays and holidays. Once a project begins, any delays will be subject to a billable change order. Any request by Customer for Work to be performed outside of Hillers normal working hours may be considered an extra. Payment terms are net thirty (30) days subject to credit department approval. No cash payments will be accepted.

Hiller proposes to furnish the Work in accordance with the governing NFPA Code and the drawings and specifications listed in the Agreement. Hiller is not required to ascertain that the Work is in accordance with applicable laws, ordinances, rules or regulations of local governing authorities (Local Requirements). Compliance with Local Requirements is the sole responsibility of Customer and/or their representative unless Customer notifies Hiller in writing of the Local Requirements prior to entering into the Agreement and Hiller specifically agrees to meet the Local Requirements in the Agreement.

Taxes. Unless expressly noted, all prices exclude present and future sales, use, privilege, occupation, license, excise, and other taxes in respect of manufacture, sales, delivery or use by Customer of the Work all of which shall be paid by Customer unless expressly included in the Price at the proper rate or a proper exemption certificate is furnished.

Alteration, Cancellation, Rescheduling & Returned Products. The Work under the Agreement cannot be altered or rescheduled except with the written consent of Hiller and upon terms which will indemnify Hiller against all loss occasioned thereby. All additional costs incurred by Hiller due to changes in design, specifications, modification, or revision of any Work or Product consented to by Hiller in writing will be subject to a billable change order and must be paid for by Customer. Products may be returned only when specifically authorized by Hiller. Customer will be charged for placing returned Products in a saleable condition, plus any sales expenses then incurred. In addition, Customer will pay a 25% restocking charge as well as outgoing and incoming transportation costs.

If Customer terminates or cancels the Agreement, in whole or in part, by written notice, Hiller will, upon receipt of the termination notice, cease the performance of the Agreement according to the written instructions of Customer. In such a case, Customer shall pay to Hiller (i) the value of the Agreement for Work which has been delivered, or has been completed or is in process less any prior payments, (ii) other committed costs prior to the termination notice, and (iii) 20% of the value of the Agreement.

Obsolescence. Hiller makes no warranty or guarantee of future certification or classification of provided or proposed Products by any government or certifying body or agency.

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Shipping. Unless Customer specifies otherwise in writing: (a) Products will be boxed or crated as Hiller may deem proper for protection against normal handling, and extra charges will be assessed for preservation, waterproofing, export boxing and similar protection of Products; (b) routing and manner of shipment will be at Hillers discretion, and may be insured at Customers risk. Claims for shortages will be deemed to have been waived if not made in writing within ten (10) days after the receipt of the Product in respect of which any such shortage is claimed. Hiller is not responsible for loss or damage in transit after having received In Good Order receipt from the carrier. A claim or loss or damage in transit must be entered with the carrier and prosecuted by Customer. Acceptance of Products from a common carrier constitutes a waiver of any claims against Hiller for delay or damage or loss.

Security Interest. Hiller retains a security interest in all Products sold to Customer hereunder until the purchase prices and other charges, if any, are paid in full. Upon request of Hiller, Customer will execute any document or furnish any notices necessary to perfect the security interest of Hiller in the Products sold hereunder.

Operating Conditions. Recommendations are made upon the basis of operating conditions specified by Customer. If actual conditions are different from those specified and performance of the Work is adversely affected thereby, Customer will be responsible for the cost of all changes in the Work required to accommodate such conditions. In such event, Hiller reserves the right to cancel the Agreement, and Customer shall reimburse Hiller for all costs and expenses incurred in, and reasonable profit for, Work performed. Hiller will maintain a clean, safe work environment and will not be responsible for cleanup of other trades and will not be assessed general cleanup fees.

Liability Limitations. Indemnification. Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall Hiller have any liability for liquidated, collateral, consequential, indirect, exemplary, punitive or special damages or for loss of profits, loss of opportunity, or for actual losses or for loss of production or progress of construction, however the same may be caused, whether resulting from delays in delivery or performance, breach of warranty, negligent manufacture or otherwise. If the Work involves inspections at multiple sites of Customer, the liability of Hiller with respect to a claim or incident shall be limited to the portion of the Price paid by Customer allocable to the Work at the site where the claim or incident giving rise to liability occurred. Notwithstanding any provision in this Agreement to the contrary, in no event will the aggregate total liability of Hiller in connection with the Agreement, whether for breach of contract or warranty, negligence, under statute, or otherwise, exceed the Price paid by Customer. Customer agrees to indemnify and hold harmless Hiller and its affiliates from all claims in excess of these limitations. Hiller will not be liable for any and all structural strength members of the building required to support fire protection systems. Customer agrees that the amounts payable to Hiller hereunder are based upon the value of the Work and liability limitations as herein set forth. If Customer desires Hiller to assume greater liability, the parties shall enter into a written amendment to the Agreement setting forth the amount of additional liability Hiller has agreed to assume and the additional amount payable by the Customer for the assumption by Hiller of such greater liability provided.

Warranty. Hiller warrants that the Work will be free from defects in materials and workmanship for a period of twelve (12) months from the date the Work was performed, provided (i) Products have been used, operated and maintained properly in accordance with Hillers instructions, (ii) such defects are not due to abuse, fire or decomposition by chemical or galvanic action, and (iii) such defects are not due to alterations, adjustments, attachments, modifications, changes to the layout of equipment or repairs performed or provided by persons other than Hillers authorized personnel. Customers sole and exclusive remedy with respect to Work found to be defective in materials or workmanship shall be the correction of such defective Work during the twelve (12) month warranty period. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND SUCH WARRANTIES ARE HEREBY DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT NO

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Standard Terms and Conditions

ORAL OR WRITTEN INFORMATION, PROMISE, CONDITION, INDUCEMENT OR ADVICE GIVEN BY HILLER, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER.

Notwithstanding the foregoing, Hiller shall have no responsibility for (i) normal wear and tear or (ii) work or services performed by others, and Hiller makes no warranty or guarantee with respect to any Product or materials not manufactured by it; provided, however, if any such Product or material is covered by a warranty from the manufacturer, Hiller will transfer the manufacturer's warranty to Customer to the extent it is transferable.

Waiver of Subrogation. So far as it is permitted by Customers property insurance coverage, Customer hereby releases, discharges and agrees to hold Hiller harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Customers premises whether said claims are made by Customer, Customers agents or Customers insurance company or other parties claiming under or through Customer. Customer agrees to indemnify Hiller against and defend and hold Hiller harmless from any action from subrogation which may be brought against Hiller by any insurer or insurance company or its agents, including the payment of all damages, expenses, costs and attorney's fees.

Loss, Damage or Delay for Causes beyond Hillers Control. Hiller shall not be liable for any loss, damage, or delay occasioned by causes beyond Hillers control, including, but not limited to, governmental actions or orders, embargoes, civil disobediences or unrest, strikes, differences with workmen, fires, floods, storms, material shortages, accidents, or transportation delays.

Progress Payments. Hiller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all Work performed on-site and off-site. If Customer becomes overdue in any progress payment, Hiller shall be entitled to suspend the Work and also to avail itself of any other legal remedies.

Assignment. The rights of Customer hereunder shall neither be assignable nor transferable without the written consent of Hiller.

Attorney's Fees. Customer agrees to pay Hiller all costs and expenses (including reasonable attorney's fees and costs and collection charges) incurred in the collection of amounts due and payable under the Agreement and otherwise in enforcing the terms of the Agreement.

Governing Law; Venue for Dispute Resolution. Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the Laws of the State of Alabama, United States of America, exclusive of its choice of law rules that would result in application of another jurisdictions law. Buyer and seller agree that in the event litigation arises in connection with the Agreement, including but not limited to the Products or Services hereof, any action must be brought in the State or Federal Courts located in Mobile County, Alabama. Customer expressly consents to, and irrevocably and unconditionally waives any objection to, exclusive jurisdiction and venue in either of said forums. If any part or provision of this Agreement is judicially declared invalid, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The Parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

Waiver of Jury Trial. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE AGREEMENT.

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Export Regulations. The item(s) contained herein may be subject to the International Traffics & Arms Regulations. Exports may require the prior written approval of the United States Government. Re-exports and Re-transfers must have prior written approval of Hiller.

Notices. All notices provided for or required under the Agreement will be in writing, and delivered personally, mailed or sent via express delivery service to the applicable party at the address specified on the first page of the Agreement. All notices will be deemed given when received. Either party may from time to time and in accordance with the procedures set forth in this provision specify a different address for receipt of notices.

Third Party Beneficiary. It is further agreed that the liability limitations and the obligations of Customer set forth herein shall inure to the benefit of and apply to all parents, subsidiaries and affiliates of Hiller, whether direct or indirect, and their employees, officers and directors.

Entire Agreement; Modifications. The Agreement constitutes the entire agreement between Hiller and Customer and supersedes prior negotiations, representations, or agreements, either written or oral. Customer acknowledges and agrees that any purchase order issued by Customer is intended only to establish payment authority for Customers internal accounting purposes and shall not be considered a counteroffer, amendment, modification or other revision to the terms of the Agreement, and no terms or conditions included in any purchase order or other document issued by Customer will have any force or effect. No change, modification, or alteration of the Agreement shall be binding on Hiller, unless agreed to in a written amendment signed by Hiller that specifies in detail such modifications by identifying the specific paragraph or section of the Agreement being modified.

Counterparts; Email. The Agreement may be executed in any number of counterparts, each and all of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any signed document transmitted by email will be treated in all manner and respects as an original document. The signature of a party will be considered for these purposes as an original signature and have the same binding legal effect as an original document.

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 26-026 **Finance Committee**

Change Order for Transit Security Services - SEAL

DESCRIPTION: Amendment to the current SEAL Security Contract to allow month-to-month services for Transit Security Services at various New Orleans Regional Transit Authority locations throughout the City of New Orleans	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to amend the current contract with Security Experts and Leaders (SEAL) to allow RTA to continue Transit Security Services at existing staffing levels on a month-to-month basis until April 30, 2026, not to exceed $263,083.

ISSUE/BACKGROUND:

Several recent attempts to select and award contracts to vendors to provide Transit Security Services, culminating in RFP #2023-001, were each formally protested, and consequently cancelled. In order to maintain the necessary security coverage for the RTA system, staff recommended, and the Board of Commissioners approved entering into a contractual agreement with SEAL to receive services on a month-to-month basis, with the intention of researching and reviewing options for the agency to consider, ranging from continuing to outsource services to bringing the functions in-house. Staff have developed a comprehensive Scope of Work (SOW) and are currently in the process of selecting a security provider through RFP # 2025-031. Staff is seeking an additional change order to maintain security services with the current vendor. Staff is requesting an extension of the current services (at existing levels) through April 30, 2026.

DISCUSSION:

Maintaining a secure transit environment is one of RTA's top priorities. RTA chose SEAL Security to provide armed, uniform 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 include security coverage for transit facilities, assets, and areas designated for Transit Operations. This service is required 24 hours a day, 365 days a year to maintain a safe and secure transit system.

FINANCIAL IMPACT:

Funds for this contract are available from the RTA Operational Budget. Operating Account Number: 01-3300-99-7650-161-00-00-00000-00000. SEAL will invoice the agency $263,083 (estimated funds needed for services through April 30, 2026). The total cost for the extension is not to exceed $263,083.

NEXT STEPS:

Upon RTA Board approval, staff will submit and process a change order modification to the purchase order.

ATTACHMENTS:

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

Prepared By: Ivana C. Butler
Title: Administrative Analyst Safety, Security, and Emergency Management

Reviewed By: Michael J. Smith
Title: Chief Safety, Security, and Emergency Management Officer

Reviewed By: Gizelle Johnson Banks
Title: Chief Financial Officer



2/4/2026

Lona Edwards Hankins
Chief Executive Officer

Date

RESOLUTION NO. _____

STATE OF
LOUISIANA PARISH
OF ORLEANS

AMENDMENT TO THE PREVIOUS SEAL SECURITY CONTRACT TO CONTINUE MONTH-TO-MONTH SERVICES FOR TRANSIT SECURITY SERVICES

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, the Regional Transit Authority (RTA) executed contract # 2020-009 with Security Experts and Leaders (SEAL) for Transit Security Services on September 7th, 2020; and

WHEREAS, the RTA Board of Commissioners authorized staff to execute a contract with Allied Universal Security Corporation through RFP # 2023-001, however the Procurement process was formally protested; and

WHEREAS, to maintain Transit Security Services at existing levels, the RTA Board of Commissioners authorized staff to extend Transit Security Services with SEAL through a series of month-to-month extensions from October 2022 to February 2026;

WHEREAS, SEAL has since been operating on a month-to-month basis; and

WHEREAS, RTA staff have reasonably determined that there is a need to authorize an extension of the current month-to-month agreement for the provision of Transit Security Services until RTA either secures a new contract or enters into a formal agreement for similar services [“coverage”]; and

WHEREAS, the solicitation for Transit Security Services through RFP #2025-31 is currently ongoing; and

WHEREAS, RTA staff have determined that extending the current agreement to April 2026 will allow sufficient time for staff to conduct a thorough review, complete the solicitation process, and implement the coverage approach that is best suited to RTA; and

WHEREAS, RTA staff have determined that the extension of Transit Security Services at existing levels will cost approximately TWO HUNDRED SIXTY-THREE THOUSAND

EIGHTY-THREE DOLLARS AND ZERO CENTS ($263,083.00) for this time period; and

WHEREAS, funding is available through RTA Operating Account 01-3300-99-7650-161-00-00-00000-00000 for a total cost not to exceed TWO HUNDRED SIXTY-THREE THOUSAND EIGHTY-THREE DOLLARS AND ZERO CENTS ($263,083.00).

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 continuation of transit security services on a month-to-month basis provided by Security Experts and Leaders (SEAL).

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 24th DAY OF FEBRUARY, 2026.

_____
FRED NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: 2020-009

Date of Estimate: 1/29/2026

Description of Goods/Services:

Contract to provide security services, PO #912771

___ New Procurement
_X_ 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)

_X_ 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 $ 263,083

The preceding independent cost estimate was prepared by:

Ivana C. Butler

Name

Ivana C. Butler

Signature

Security Experts and Leaders 1

Invoice

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
12/29/2025	11647

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler
1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security..	24	Security Officer Admin Front Desk 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.

Total	$3,696.00
Payments/Credits	$0.00
Balance Due	$3,696.00

Phone #	E-mail	Web Site
504-248-7174	thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

Security Experts and Leaders 1

Invoice

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
12/29/2025	11624

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler
1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Canal St Ferry	18.5	Security Officer 12-22-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-23-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-24-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-25-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-26-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-27-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-28-25 05:45 AM 12:15 AM	22.00	407.00

Thank you for your business.

Total	$2,849.00
Payments/Credits	$0.00
Balance Due	$2,849.00

Phone #	E-mail	Web Site
504-248-7174	thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

Security Experts and Leaders 1

Invoice

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
12/29/2025	11648

Bill To

Reginonal Transit Authority
Michael J Smith
Security
2817 Canal ST
New Orleans, LA 70119

Ivana Butler
1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security Officer.	8.25	Security Officer Stationary/Mobile Patrol Money Room 12-22-25 6:30 AM 02:45 PM	22.00	181.50
Security Officer.	8.25	Security Officer Stationary/Mobile Patrol Money Room 12-23-25 6:30 AM 02:45 PM	22.00	181.50
Security Officer.	8.25	Security Officer Stationary/Mobile Patrol Money Room 12-24-25 6:30 AM 02:45 PM **Money Room closed 12-25-25 and 12-26-25**	22.00	181.50

Thank you for your business.

Total	$544.50
Payments/Credits	$0.00
Balance Due	$544.50

Phone #	E-mail	Web Site
504-248-7174	thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

Security Experts and Leaders 1

Invoice

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
12/29/2025	11625

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler

1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Mobile Security	24	Mobile Security Lake Forest Hub 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.

Total	$3,696.00
Payments/Credits	$0.00
Balance Due	$3,696.00

Phone #	E-mail	Web Site
504-248-7174	thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

Security Experts and Leaders 1

Invoice

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
12/29/2025	11628

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler
1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security Officer M...	24	Security Officer Loyola Hub 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.

Total	$3,696.00
Payments/Credits	$0.00
Balance Due	$3,696.00

Phone #	E-mail	Web Site
504-248-7174	thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

Security Experts and Leaders 1

Invoice

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
12/29/2025	11646

Bill To

Reginonal Transit Authority
Michael J Smith
Security
2817 Canal ST
New Orleans, LA 70119

Ivana Butler
1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security Officer*	24	Security Officer New Orleans East 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.

Total	$3,696.00
Payments/Credits	$0.00
Balance Due	$3,696.00

Phone #	E-mail	Web Site
504-248-7174	thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

Security Experts and Leaders 1

Invoice

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
12/29/2025	11627

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler

1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security Officer .	24	Security Officer Rear Gate 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.

Total	$3,696.00
Payments/Credits	$0.00
Balance Due	$3,696.00

Phone #	E-mail	Web Site
504-248-7174	thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

Security Experts and Leaders 1

Invoice

6600 Plaza Drive
Suite 301
New Orleans, LA 70127

Date	Invoice #
12/29/2025	11626

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

Ivana Butler

1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security ..	24	Security Officer Willow Barn 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.

Total	$3,696.00
Payments/Credits	$0.00
Balance Due	$3,696.00

Phone #	E-mail	Web Site
504-248-7174	thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

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.

Date Created	**January 29, 2026**
Change Order ID	**421**

A. **Department Representative to participate in procurement process**.

Name: **BUTLER, IVANA**
Title: **ADMINISTRATIVE ANALYST PHYSICAL SECURITY**
Ext: **8479**

B. **Contract Information:**

Contract Number	**2020-009**
PO Number	**912771**
Contract Title	**Contract to Provide Security Services at RTA Facilities**

Contract-History:

Original Award Value	**1008920**
Previously Executed Change Order Value	**7804552.72**
Adjusted Contract Value	**8813472.72**
Current Change Order Value	**263083**
Revised Contract Value	**9076555.72**

C. **Justification of Change Order**

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA, as was authorized by the Board of Commissioners on June 25, 2024 through Resolution No. 24-036. Staff have developed a comprehensive Scope of Work (SOW) and are currently in the process of selecting a security provider through RFP # 2025-031. Staff is seeking an additional change order to maintain security services with the current vendor. Staff is requesting an extension of the current services (at existing levels) through April 30, 2026.

D. **Type of Change Request**: **Administrative**

E. **Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?	
Are there any amendments pending?	

If yes see explanation (attachments are in the SharePoint folder for this request)	

Director of Grants/ Federal Compliance:
Signature:
Date:

F. **Safety, Security, And Emergency Management:** Include Standard Safety Provisions Only:

Additional Safety Requirements Attached: **false**

Chief: **Michael J Smith**
Signature: *Michael J Smith*
Date: **January 30 2026**

Risk Management:

Include Standard Insurance Provisions Only?	**No**
Include Additional Insurance Requirements Attached ?	**false**

Risk Management Analyst: **Marc L Popkin**
Signature: *Marc L Popkin*
Date: **January 30 2026**

G. **Funding Source:**

Independent Cost Estimate (ICE): **$263,083.00**
Projected Total Cost: **$263,083.00**
Funding Type: **Local**

Federal Funding	**State**	**Local**	**Other**
		$263,083.00	
Projected Fed Cost	**State**	**Local**	**Other**
		$263,083.00	

FTA Grant IDs	**Budget Codes**
	01-3300-99-7650-161-00-00-00000-00000

Capital Project Approval if required signature ID#:
Dir Capital Projects:
Signature:
Date:

Budget Analyst: Erin Ghalayini
Signature: *Erin Ghalayini*
Date: January 30 2026

H. **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 % Goal	**0**
SLDBE % Goal	**0**
SBE % Goal	**0**

Director of Small Business Development: Adonis Charles Expose'
Signature: *Adonis Charles Expose'*
Date: January 30 2026

DBE/EEO Compliance Manager Adonis Charles Expose'
Signature: *Adonis Charles Expose'*
Date: January 30 2026

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

Department Head: Michael J Smith
Signature: *Michael J Smith*
Date: January 29 2026

Chief: Michael J Smith
Signature: *Michael J Smith*
Date: January 30 2026

Director of Procurement: Ronald Gerard Baptiste
Signature: *Ronald Gerard Baptiste*
Date: January 30 2026

Required if Total Cost above $15K
Chief Financial Officer: Gizelle Johnson Banks
Signature: *Gizelle Johnson Banks*
Date: January 30 2026

Required if Total Cost above $50K
Chief Executive Officer: Lona Edwards Hankins
Signature: *Lona Edwards Hankins*
Date: 2/2/2026 3:00 PM

Justification to Extend Transit Security Service with Security Experts and Leaders (SEAL)

Explanation

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA, as was authorized by the Board of Commissioners on June 25, 2024 through Resolution No. 24-036. Staff have developed a comprehensive Scope of Work (SOW) and are currently in the process of selecting a security provider through RFP # 2025-031. Staff is seeking an additional change order to maintain security services with the current vendor. Staff is requesting an extension of the current services (at existing levels) through April 30, 2026.

On average, RTA pays $25,872 to SEAL per week for transit security services. This includes all regular posts including the Canal Street Ferry Terminal and two 24/7 transit hubs.

Calculation

With this service agreement, the projected total cost to continue services at current levels through April 30, 2026 is approximately $263,083. This is the estimated amount needed for services from March 1, 2026, through April 30, 2026, at an average rate of $25,872/week for 9 weeks. This includes a 3% contingency to help support special events such as festival season, public meetings hosted by RTA, and other ad hoc requests for specialized security services. See calculation, below:

$22/hr rate x 24 hrs per day = $528 per day x 7 days = $3,696 weekly

$3696 x 7 hubs (Willow Barn, Duncan Plaza, Lake Forest, Admin Front Desk, NOLA East, Rear Gate, Money Room) = $25,872 weekly x 9 weeks = $232,848

In August 2022, Canal Street Ferry Terminal service was added at a rate of $22/hr = 114 hrs per week x 9 weeks = 1,026 hours x $22/hr = $22,572

It is anticipated that additional services will be needed in support of the Mardi Gras service plan, in keeping with previous years. This consists of securing Riverfront streetcars that are staged overnight at Canal and Convention Center Blvd. and securing RTA facilities during the Endymion parade. The actual amount for these services is unknown, but staff are recommending continuing with the existing 3% contingency added to the Change Order amount:

$255,420+ 3% ($7,663) ≈ **$263,083**

Total amount estimated from March 1, 2026, through April 30, 2026 (not to exceed): $263,083

Total requested change order amount not to exceed: $263,083

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 - REQ #104058
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 1330099.7650.161	1008920.0000	EA	1.0000	EA	1,008,920.00
Change Order 1 Non Stock Inventory Purchas 1330099.7650.161 Change Order 1 to add additional funds to cover invoices from sep to dec 2021		EA		EA	253,240.00

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 Brigane Bouyer 12/14/21
MANAGER, PURCHASING DEPT.

CFO 12/14/21

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

Purchase Order 912771 Change Order 2

Order	**912771**
Order Date	**01-OCT-2023**
Change Order	**2**
Change Order Date	**06-MAR-2024**
Revision	**2**
Ordered	**1,105,626.08 USD**

Sold To
Regional Transit Authority
2817 Canal Street
NEW ORLEANS, LA 70119

Supplier
SECURITY EXPERTS AND LEADERS
6600 PLAZA DRIVE
SUITE 301
NEW ORLEANS, LA 70127

Bill To
RTABU
Attn: Accounts Payable
2817 CANAL STREET
NEW ORLEANS, LA 70119
UNITED STATES

Ship To
2817 CANAL STREET
NEW ORLEANS, LA 70119
UNITED STATES

Notes USD = US Dollar

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	8922810	**Net 30**			

Confirm To		Deliver To Contact
Briana Howze		**Briana Howze** E-mail**bhowze@rtaforward.org**

Line	Item		Price	Quantity	UOM	Ordered	Taxable
8	Law Enforce./Physical Sec.		1.00		EA		
		Promised		3.34	EA	3.34	
		Requested 9/30/23					
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.						
					Line Total	**3.34**	
12	Private Security Services		1.00		EA		
		Promised		280	EA	280.00	
		Requested					

Purchase Order 912771 Change Order 2

Line	Item	Price	Quantity	UOM	Ordered	Taxable
		9/30/23				
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.					
				Line Total	**280.00**	
13	Private Security Services	1.00		EA		
		Promised	330,278.74	EA	330,278.74	
		Requested 9/30/23				
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.					
				Line Total	**330,278.74**	
14	Private Security Services	1.00		EA		
		Promised	15,048	EA	15,048.00	
		Requested 9/30/23				
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.					
	Deliver To Contact Shaun Temple					
				Line Total	**15,048.00**	
16	SEAL Security Services Ref. PO 912771	760,016.00				
	Ship To Attn: Accounts Payable 2817 CANAL STREET NEW ORLEANS, LA 70119 UNITED STATES	**Promised** **Requested** 2/28/24			760,016.00	
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.					
	Deliver To Contact Ivana Butler					
				Line Total	**760,016.00**	
				Total	**1,105,626.08**	

Purchase Order 912771, Change Order 2

Supplier Details:

Company	SECURITY EXPERTS AND LEADERS
Contact	
Address	6600 PLAZA DRIVE SUITE 301 NEW ORLEANS, LA 70127

Submit your response to:

Company	Regional Transit Authority
Contact	Briana Howze
Address	2817 Canal Street NEW ORLEANS, LA 70119
Phone	
Fax	
E-mail	bhowze@rtaforward.org

This document has important legal consequences. The information contained in this document is proprietary of Regional Transit Authority. It shall not be used, reproduced, or disclosed to others without the express and written consent of Regional Transit Authority.

This amendment supersedes the agreement 912771 and all its prior modifications. This agreement can be changed only by a signed agreement between the affected parties.

add additional funds.

The parties hereto have read and executed this contract modification as of the _____day of _____, _____.

2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority

Board Report and Staff Summary

File #: 26-027 **Board of Commissioners**

Ratification of the Cooperative Endeavor Agreement (CEA) Between the New Orleans Regional Transit Authority (RTA) and the Orleans Parish Sheriff's Office (OPSO) for the 2026 Mardi Gras Season

DESCRIPTION: Ratification of the Cooperative Endeavor Agreement (CEA) Between the New Orleans Regional Transit Authority (RTA) and the Orleans Parish Sheriff's Office (OPSO) for the 2026 Mardi Gras Season	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: ☒ Approval ☐ Review Comment ☐ Information Only ☐ Other	

RECOMMENDATION:

Ratify the Cooperative Endeavor Agreement (CEA) with the Orleans Parish Sheriff's Office (OPSO) for transit services during the 2026 Mardi Gras Season.

ISSUE/BACKGROUND:

On January 27, 2026, the RTA Board of Commissioners authorized the CEO to continue to negotiate and execute a CEA with the City of New Orleans (# 26-003) for transit services during the 2026 Mardi Gras Season in keeping with previous years' agreements. On January 30, 2026, the RTA received an urgent request from OPSO for direct transit support, proposed to be administered through a standalone agreement. Simultaneously, both the New Orleans Police Department (NOPD) and Sanitation Department confirmed they no longer required RTA transportation services.

DISCUSSION:

To support the regional initiative to maintain a safe environment during the 2026 Mardi Gras season, the RTA shifted its resource allocation to provide passenger buses and experienced equipment operators directly to the Orleans Parish Sheriff's Office (OPSO). This change was necessitated by the immediate need for deputy transportation following NOPD's decision not to request transportation from RTA.

This ratification formalizes a separate agreement directly with OPSO for the 2026 season, providing the necessary legal standing to invoice for services and secure full reimbursement of all operational costs.

By limiting this authorization specifically to the 2026 season, the RTA maintains the flexibility to re-evaluate and refine inter-agency coordination processes in future years while ensuring that all resources deployed during the current Carnival window are professionally managed and financially recovered.

FINANCIAL IMPACT:

Total expenses for this initiative are not to exceed $225,000.00, consistent with the budget previously authorized by the Board in Resolution # 26-003. Current projections for 2026 (based on a requirement of 8 buses for 10 hours daily over a 10-day period) estimate a total cost of approximately $111,800.00. This remains well under the established financial cap. The CEA includes a full reimbursement provision to ensure the RTA is made whole for all costs incurred.

NEXT STEPS:

Following Board ratification, the RTA Legal Department will finalize the execution of the 2026 CEA with OPSO. Upon the conclusion of the 2026 Mardi Gras season, the RTA will submit an itemized invoice to OPSO for all transportation services rendered, including labor and equipment costs, to ensure full financial reimbursement. Additionally, RTA Emergency Management will conduct an after-action review to evaluate the coordination process and determine the most effective framework for providing transit support for future Mardi Gras seasons.

ATTACHMENTS:

- Resolution 26-027 (Ratification)
- Resolution 26-003 (Original City Authorization)
- Draft CEA - RTA and OPSO (2026)

Prepared By: Craig Toomey
Title: Senior Director, Emergency Management

Reviewed By: Mike Smith
Title: Chief Safety, Security, and Emergency Management Officer

Reviewed By: Tracy Tyler
Title: Chief Legal Officer



2/10/2026

Lona Edwards Hankins
Chief Executive Officer

Date

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301
504.827.8300
www.norta.com

RESOLUTION NO. _____
FILE ID NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

RATIFICATION OF THE COOPERATIVE ENDEAVOR AGREEMENT (CEA) BETWEEN THE NEW ORLEANS REGIONAL TRANSIT AUTHORITY (RTA) AND THE ORLEANS PARISH SHERIFF'S OFFICE (OPSO) FOR THE PROVISION OF TRANSIT SERVICES FOR THE 2026 MARDI GRAS SEASON.

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

WHEREAS, the Board of Commissioners previously adopted Resolution No. 26-003 on January 27, 2026, authorizing the CEO to negotiate a CEA with the City of New Orleans for the 2026-2027 Mardi Gras seasons; and

WHEREAS, subsequent to that authorization, the New Orleans Police Department ("NOPD") and New Orleans Sanitation Department ("NOSD") confirmed they no longer require RTA transportation services for the 2026 Mardi Gras season; and

WHEREAS, the Orleans Parish Sheriff's Office ("OPSO"), which historically relied on NOPD-charted RTA transit services, identified an urgent and immediate need for direct transportation support to ensure the deployment of law enforcement personnel for public safety during the 2026 Mardi Gras season; and

WHEREAS, the RTA is willing to provide these critical transportation services to OPSO for the 2026 Mardi Gras season to support public safety and secure full financial reimbursement for all services rendered; and

WHEREAS, due to the immediate operational requirements of the 2026 Carnival window and the necessity of ensuring regional safety, the Chief Executive Officer authorized staff to coordinate with OPSO and execute the CEA; and

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New Orleans, LA 70119-6301
504.827.8300
www.norta.com

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby ratifies the CEA with the Orleans Parish Sheriff's Office

for the purpose of providing transit services for the 2026 Mardi Gras Season.

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 FEBRUARY 2026.

_____

FRED NEAL, JR.
CHAIRMAN
BOARD OF COMMISSIONERS

Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301
504.827.8300
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RESOLUTION NO. **26-003**
FILE ID NO. **25-148**

STATE OF LOUISIANA

PARISH OF ORLEANS

AUTHORIZATION TO AUTHORIZE THE RTA CEO TO NEGOTIATE AND EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT ("CEA") BETWEEN THE REGIONAL TRANSIT AUTHORITY AND THE CITY OF NEW ORLEANS ("CITY") FOR THE PROVISION OF TRANSIT SERVICES TO THE NEW ORLEANS POLICE DEPARTMENT ("NOPD") AND THE NEW ORLEANS SANITATION DEPARTMENT ("NOSD") MARDI GRAS 2026-2027 SEASONS

Introduced by Commissioner _____, seconded by Commissioner _____.

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

WHEREAS, the City has transportation limitations, which require additional transportation services to deliver New Orleans Police Department employees "*police officers"* and New Orleans Sanitation Department employees "*clean up personnel*" to Mardi Gras parade routes; and

WHEREAS, the New Orleans Sanitation Department is required to remove post-parade trash and debris that significantly impact the fixed guideway routes of the St. Charles Streetcar, Canal Streetcar, Loyola Avenue Streetcar, Rampart St. Claude Streetcar, and many other bus routes in New Orleans. The RTA shall assist the City of New Orleans by transporting "trash and debris" removal personnel to restore pre-parade services as quickly as possible; and

WHEREAS, the RTA has annually provided similar transportation services to the city; and

WHEREAS, the RTA is willing to provide critical transportation services to NOPD and NOSD, for the 2026-2027 Mardi Gras parade seasons.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority or his designee negotiate and execute a CEA with the City of New Orleans for the purpose of providing passenger bus transportation services, for the 2026-2027 Mardi Gras Parade Seasons.

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New Orleans, LA 70119-6301
504.827.8300
www.norta.com

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

YEAS:	**6**
NAYS:	**0**
ABSTAIN:	**0**
ABSENT:	**1**

AND THE RESOLUTION WAS ADOPTED ON THE ___ DAY OF JANUARY 2026.

FRED A. NEAL, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

ORLEANS PARISH SHERIFF'S OFFICE

AND

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

Supplemental Equipment and Operators For Mardi Gras Parade Transportation

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**") is entered into by and between the Orleans Parish Sheriff's Office, represented by Susan Hutson, Sheriff ("**OPSO**"), and the New Orleans Regional Transit Authority, represented by Lona Edwards Hankins, Chief Executive Officer (the "**RTA**" or the "**Contractor**"). The OPSO and the Contractor may sometimes each be referred to as a "**Party**" or collectively as the "**Parties.**" The Agreement is effective as of the date of **February 5, 2026** (the "**Effective Date**").

RECITALS

WHEREAS, the OPSO is a political subdivision of the State of Louisiana; which principal address is located at 2800 Perdido Street, New Orleans, LA 70119;

WHEREAS, the Contractor is a political subdivision of the State of Louisiana, which principal address is located at 2817 Canal Street, New Orleans, LA 70119;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, OPSO and RTA 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;

WHEREAS, the OPSO and the Contractor desire to accomplish a valuable public purpose of promoting public health and safety, wellness, and workforce development by transporting OPSO personnel to and from Mardi Gras parade routes; and

WHEREAS, the OPSO has transportation limitations, which require additional transportation services to deliver OPSO personnel to and from Mardi Gras parade routes;

WHEREAS, the Contractor will provide additional transportation services to deliver OPSO personnel to and from Mardi Gras parade routes; and

WHEREAS, the OPSO has agreed to provide funding for the additional transportation services pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the OSPO and the Contractor, each having the authority to do so, agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. ***Services.*** The Contractor shall:

1. Supply passenger buses, as well as experienced equipment operators to render resource transportation services during the 2026 Mardi Gras parade season (the "**Services**") at the OPSO's request, in advance of the event and subject to availability of RTA equipment and operators;

2. 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; and

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

B. ***Schedule.*** The OPSO will provide RTA with a schedule, along with equipment needs and work-site locations.

C. ***Invoices.*** The Contractor will submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to OPSO electronically for services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. The OPSO may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. At a minimum, each invoice must include the following information:

1. Name of Contractor;

2. Date of Invoice;

3. Invoice Number;

4. Description of the services completed and the individuals who performed the services.

ARTICLE II - OPSO'S OBLIGATIONS

A. ***Administration.*** OPSO will:

1. Administer this Agreement through the Compliance and Accountability Bureau;

2. Provide the Contractor with documents deemed reasonably necessary for the Contractor's performance of any work required under this Agreement;

3. Provide access to OPSO personnel to discuss the required services during normal working hours, as requested by the Contractor;

4. Provide schedules, equipment needs, work-site locations, and contact information to the RTA prior to the designated event(s), including details for designated, approved third parties whom the OPSO deem necessary to receive similar services and who shall be considered an extension of Department personnel; and

5. Provide log-in and log-out forms for the Contractor's personnel.

ARTICLE III – FUNDING AND COMPENSATION

A. ***Rate Schedule.*** For services rendered, the OPSO will pay the RTA's bus platform rate of **$139.75 per hour**. Charges will be calculated in 30-minute increments, rounded up. This rate includes operator wages, equipment, fuel, maintenance, and administrative overhead.

B. ***Maximum Amount Payable.*** The maximum sum payable under this Agreement shall not to exceed **$225,000.00**. This amount is inclusive of all costs, including, but not limited to, those set forth under the previous Section A of this Article.

C. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the OPSO in accordance with the terms and conditions of this Agreement.

D. The OPSO will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

E. ***Payment.*** Unless otherwise agreed to by the OPSO, the payment terms are NET 30 days upon the Contractor's delivery and the OPSO's acceptance of the services contemplated in this Agreement and/or upon the OPSO's receipt of the properly submitted, complete, and accurate invoice via the OPSO's supplier portal. The OPSO will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices.

ARTICLE IV - DURATION AND TERMINATION

A. ***Term.*** The term of this agreement shall be for 1 year from the Effective Date.

B. ***Extension.*** The Parties can opt to extend the term of this Agreement provided that both parties approve such amendment in writing.

C. ***Termination for Convenience.*** Either 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 30 calendar days before the intended date of termination.

D. ***Termination for Cause.*** Either Party may terminate this Agreement immediately for cause by sending written notice to the other Party. "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 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.

ARTICLE VIII - INDEPENDENT CONTRACTOR

A. ***Independent Contractor Status.*** The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the OPSO and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the OPSO.

B. ***Exclusion of Worker's Compensation Coverage.*** The OPSO will not be liable to the Contractor, 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 Contractor will not be considered an employee of the OPSO for the purpose of Worker's Compensation coverage.

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

D. ***Waiver of Benefits.*** The Contractor, as an independent contractor, will not receive from the OPSO 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 OPSO under this Agreement.

ARTICLE IX - 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 OPSO:**

   Colonel Silas E. Phipps, Jr.
   Director, Compliance and Accountability Bureau
   Orleans Parish Sheriff's Office
   2800 Perdido Street
   New Orleans, LA 70119

   &

   OPSO Attorney
   Orleans Parish Sheriff's Office
   2800 Perido Street
   New Orleans, LA 70119

2. **To the Contractor:**

   RTA – Chief Executive Officer
   2817 Canal Street
   New Orleans, LA 70119

   &

   RTA – Chief Legal Officer
   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 is deemed received as of the date of the first attempted delivery.

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 X - 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 is not assignable or transferable without either Party'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 OPSO 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. ***Jurisdiction.*** Both parties consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waive any pleas or exceptions of jurisdiction on account of their residence.

G. ***Limitations of the OPSO's Obligations.*** Neither Party has any obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

H. ***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.

I. ***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 or 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.

J. ***Ownership of Records.*** All work product, including records, reports, documents, and other material delivered or transmitted to RTA by the OPSO, shall remain the property of the OPSO, and shall be returned by RTA to the OPSO, at RTA's expense, at termination or expiration of this Agreement upon request by the OPSO. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by RTA in connection with performance of the services contracted for herein, shall remain the property of the RTA, and copies, upon request, shall be provided by RTA to the OPSO at RTA's expense at termination or expiration of this Agreement. Neither Party shall be restricted in any way whatsoever in the use of such material.

K. ***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.

L. ***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.

M. ***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 or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

N. ***Survival of Certain Provisions.*** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, 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.

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

P. ***Defense and Indemnity.*** The OPSO hereby agrees to protect, defend, indemnify, save and hold harmless the RTA and its commissioners, officers, agents, servants and employees, including volunteers (collectively called "Indemnified Parties"), from and against any and all claims, demands, liabilities or resulting expenses (even if such claims, etc., are groundless, frivolous, false or fraudulent) arising out of injury or death to any person or the damage, loss or destruction of any property, which may occur or in any way grow out of any act or omission of the OPSO, its agents, servants or employees relating to this Agreement, and from any and all resulting costs, expenses, and attorney fees incurred by RTA, except for those claims, demands, expenses and liability arising out of the wrongful acts of the RTA. Conversely, the RTA hereby agrees to protect, defend, indemnify, save and hold harmless the OPSO and its officers, agents, third-party contractors, servants and employees, including volunteers (collectively called "OPSO"), from and against any and all claims, demands, liabilities or resulting expenses (even if such claims, etc., are groundless, frivolous, false or fraudulent) arising out of injury or death to any person or the damage, loss or

destruction of any property, which may occur or in any way grow out of any act or omission of the RTA, its agents, servants or employees relating to this Agreement, and from any and all resulting costs, expenses, and attorney fees incurred by OPSO, except for those claims, demands, expenses and liability arising out of the wrongful acts of the OPSO.

ARTICLE XI – 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 XII - 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 original 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 NEXT PAGE]

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IN WITNESS WHEREOF, the OPSO and the Contractor, through their duly authorized representatives, execute this Agreement.

ORLEANS PARISH SHERIFF'S OFFICE

BY: _____

SUSAN HUTSON, ORLEANS PARISH SHERIFF

Executed on this 5th **day of** February, **2026.**

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

BY: _____

LONA E. HANKINS, CHIEF EXECUTIVE OFFICER

File #: 26-036 **Board of Commissioners**

[02.24.26 Board Meeting PowerPoint]

February 24, 2026

New Orleans Regional Transit Authority

Monthly Board Report

The New Orleans Regional Transit Authority (RTA) Board of Commissioners will hold an in-person public meeting on Tuesday, February 24, 2026, at 10:00 am. The meeting will begin at the scheduled time but may be delayed until a quorum is present.

Agenda related material is accessible on the agency's website, along with recordings of previous meetings. Written public comments on agenda items may be submitted by 1) completing a speaker card on the day of the meeting; 2) email to rtaboard@rtaforward.org prior to the meeting; 3) U.S. mail to RTA, Office of Board Affairs, 2817 Canal Street, New Orleans, LA 70119.

This meeting is accessible to persons with disabilities, and accommodation requests must be made at least 72 hours in advance by contacting the Office of Board Affairs at 504-827-8341 or rtaboard@rtaforward.org.

Agenda

1. **Call to Order**
2. **Roll Call**
3. **Consideration of Meeting Minutes**

[Board Meeting Minutes – 01.27.26] **26-033**

4. Informational Reports

A. RTA Chairman’s Report

4. Informational Reports

B. Operations & Administration Committee Chairman's Report

4. Informational Reports

C. Finance Committee Chairman’s Report

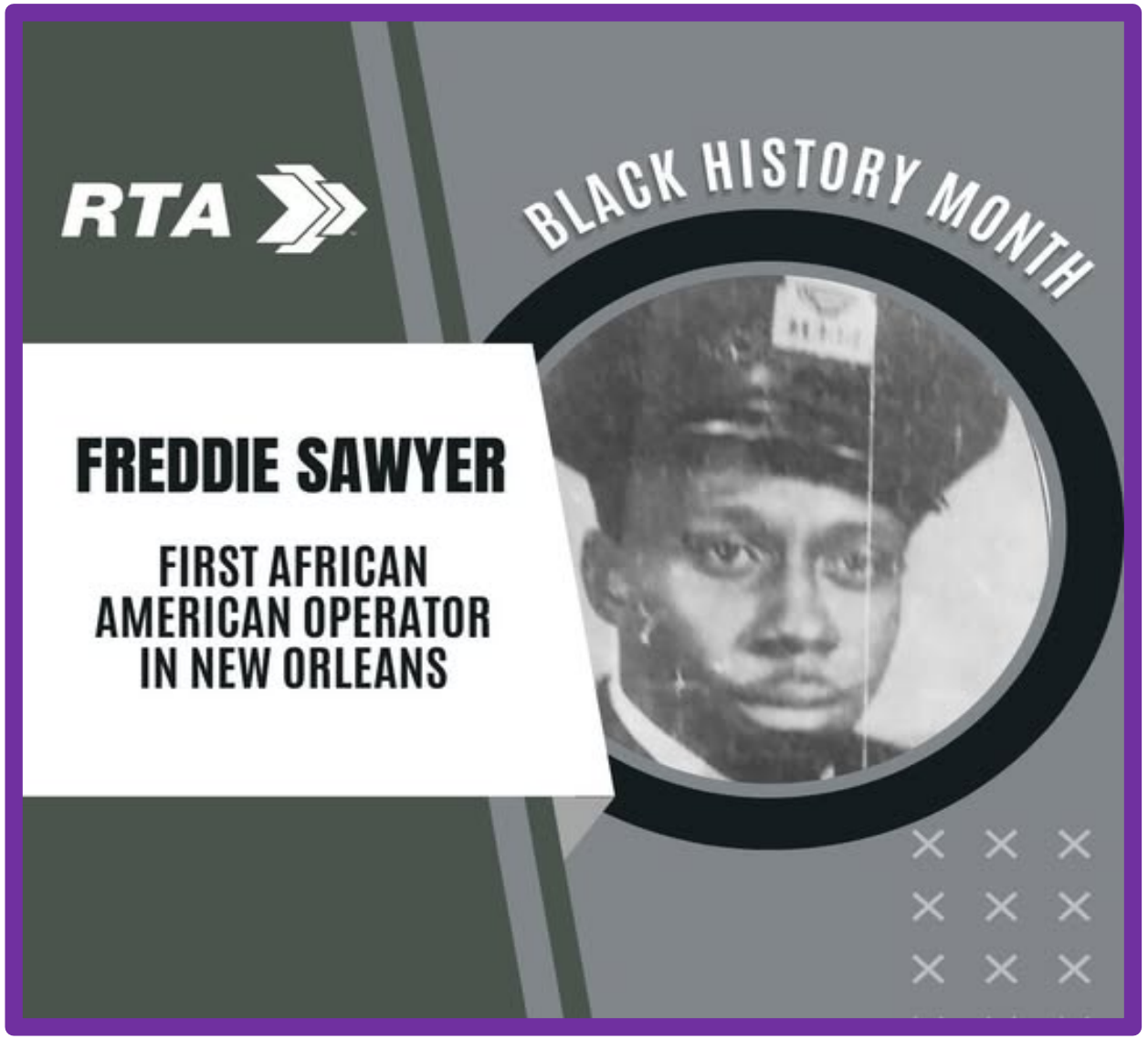
4. Informational Reports

D. RTA General Counsel's Report

4. Informational Reports

E. RTA Chief Executive Officer's Report

TRAILBLAZER RECOGNITION



RTA

EMPLOYEE OF THE MONTH

JANUARY 2026



BRIAN WHITAKER
BUS OPERATORS
OPERATIONS

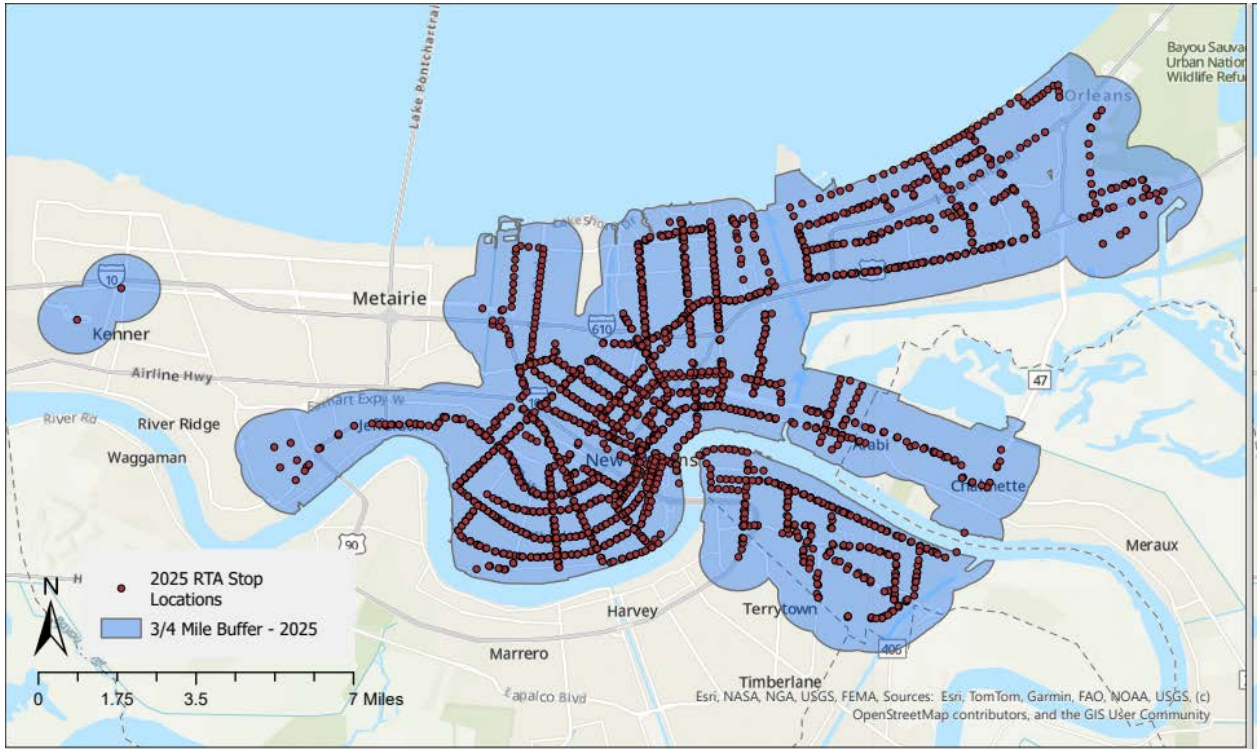


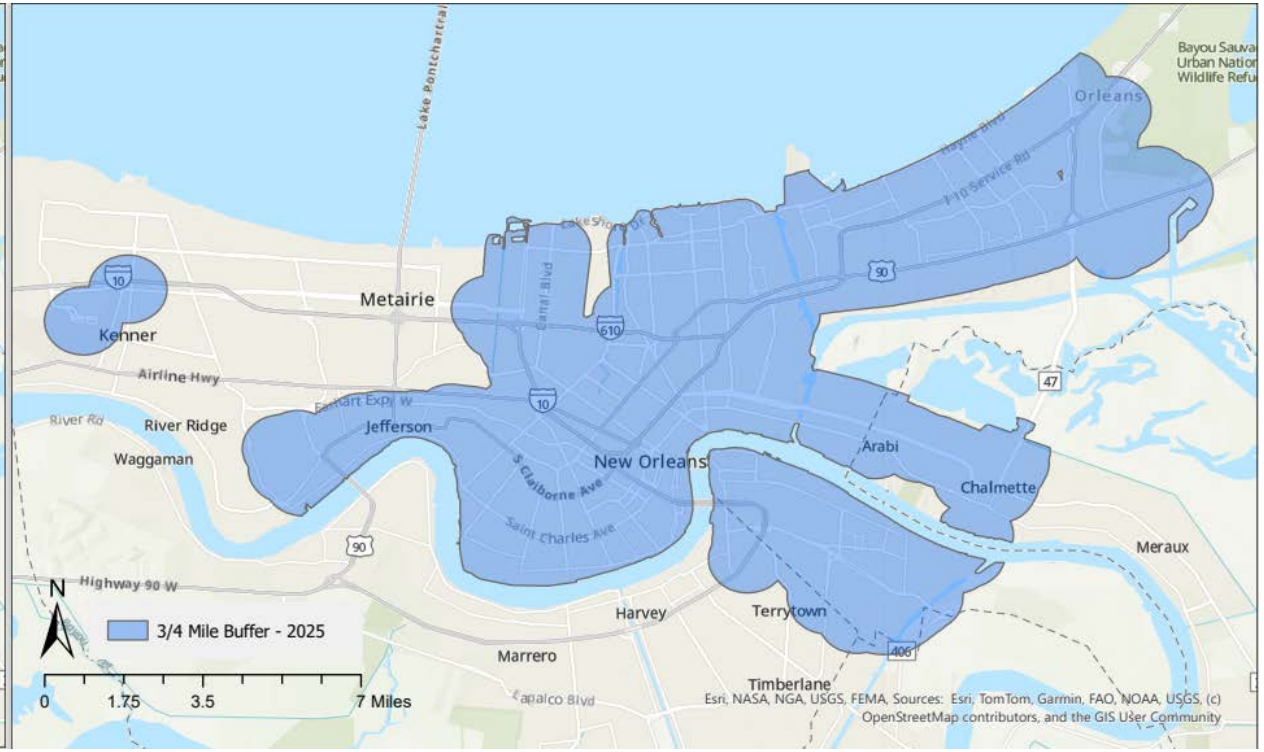
CHRISTOPHER CROWDEN
MECHANIC
MAINTENANCE

RTA

PARATRANSIT UPDATE

RTA ¾ MILE BUFFER WITH FIXED ROUTE STOP LOCATIONS





- RTA is not discontinuing paratransit service into Jefferson Parish.
- RTA is not reinstating transfer points. Reinstatement would be inconsistent with the MITS/RTA Cooperative Endeavor Agreement.
- The Cooperative Endeavor Agreement with Jefferson Parish remains in effect.

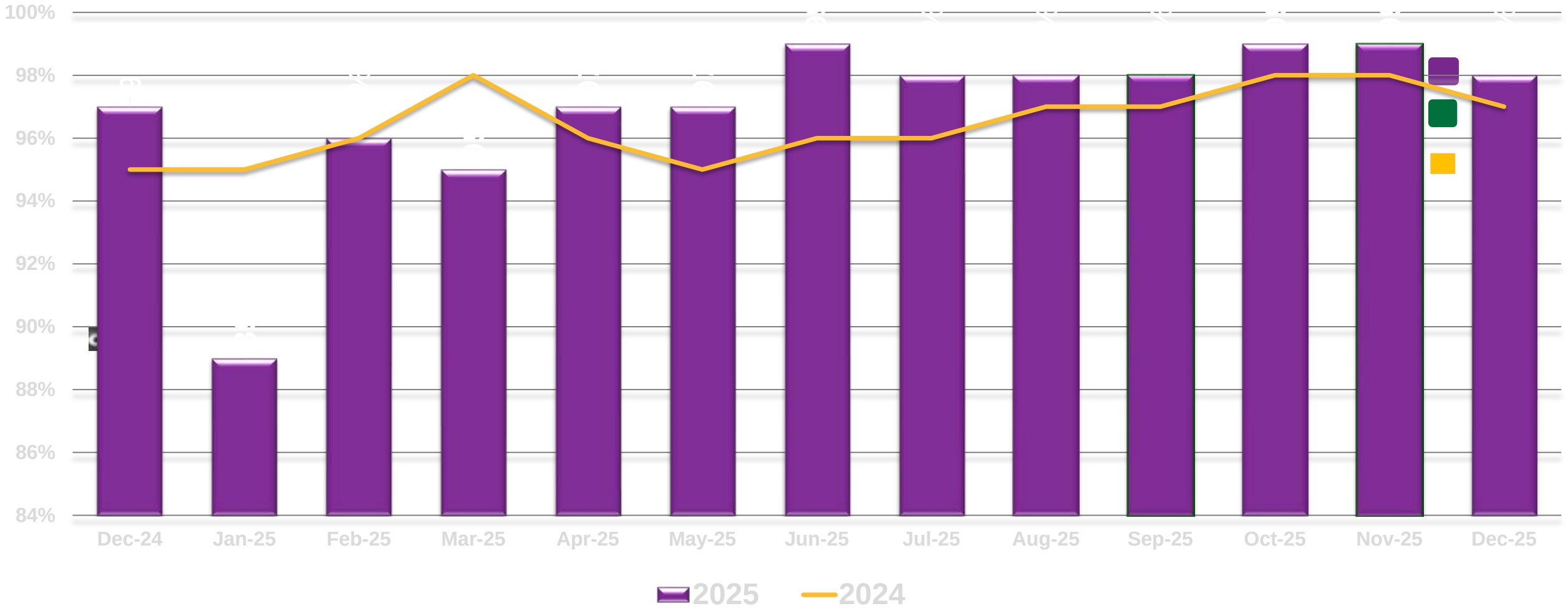
INTERGOVERNMENTAL AFFAIRS

- FEDERAL PRIORITIES

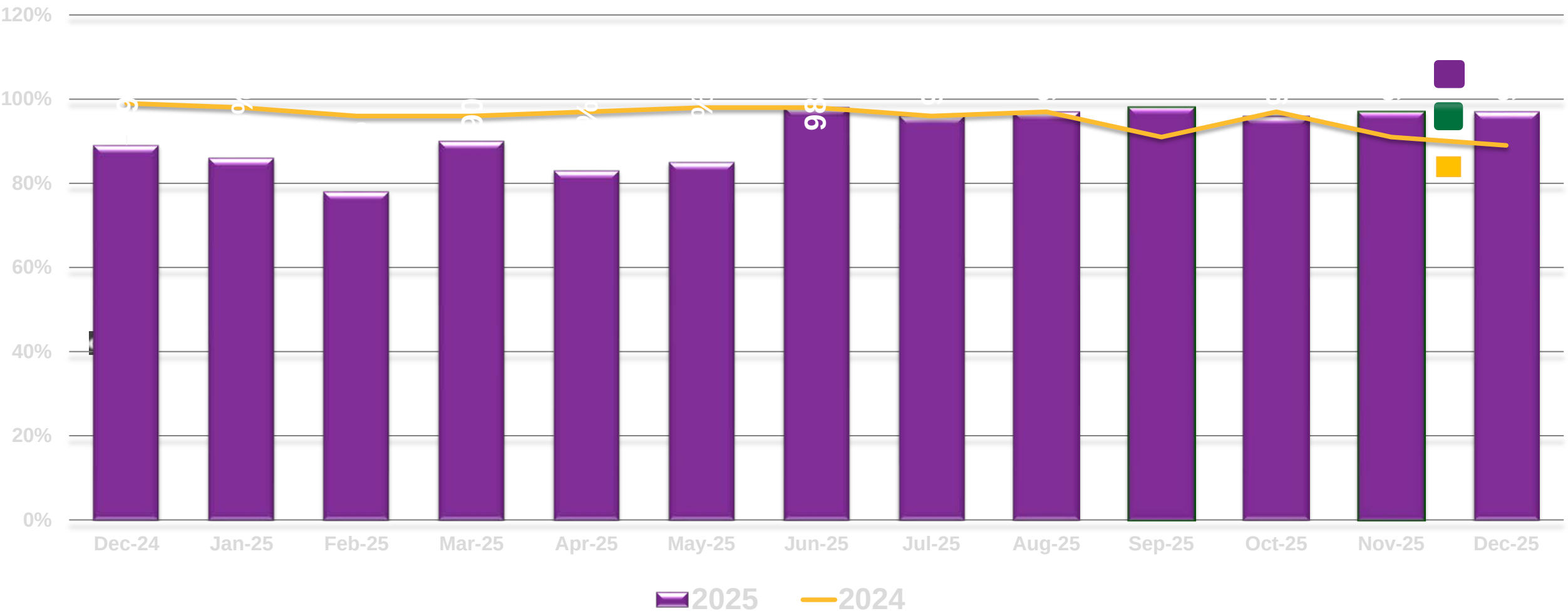
- STATE AND LOCAL PRIORITIES

4. Informational Reports

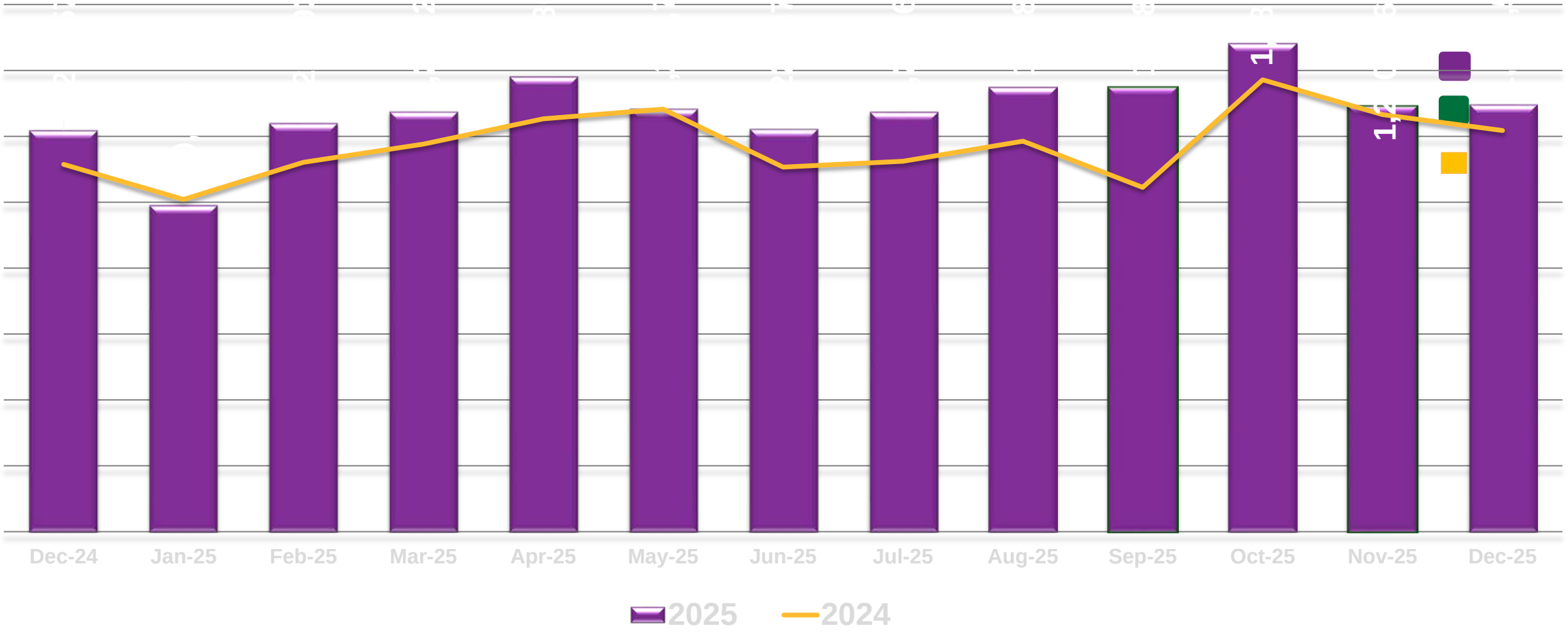
F. RTA Chief Transit Officer's Report



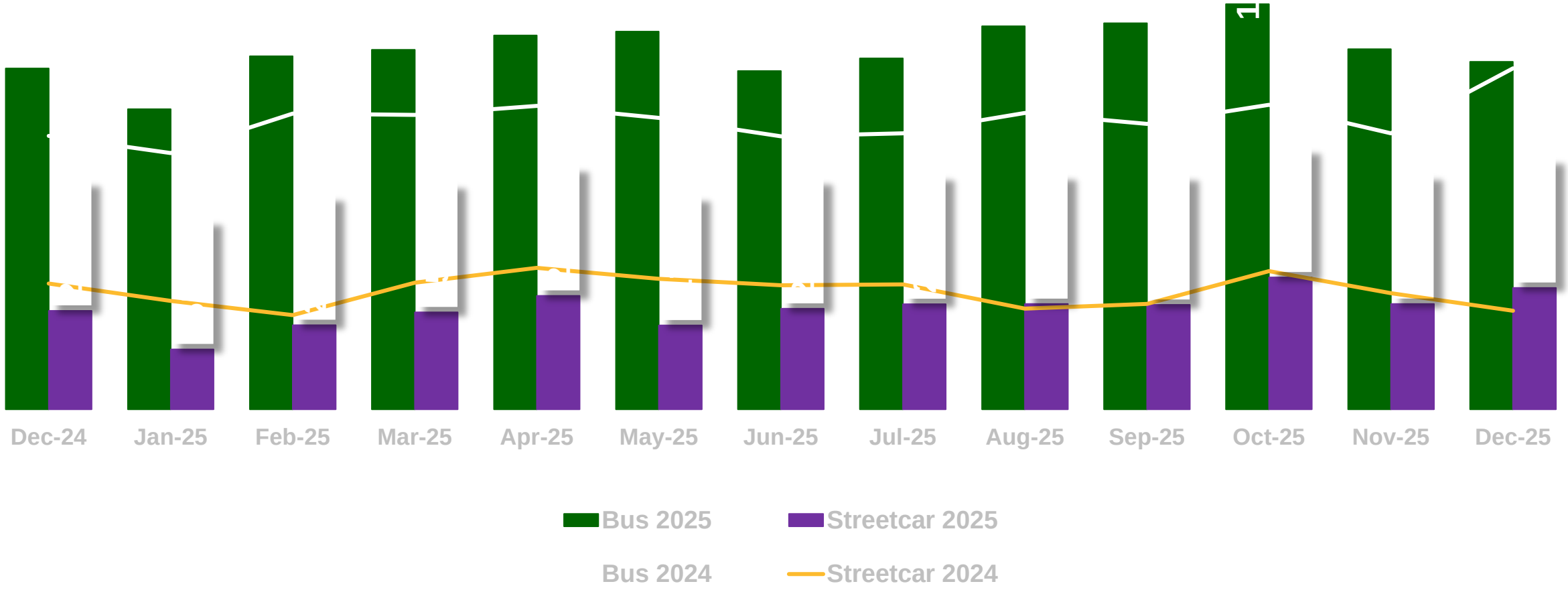
***1% increase over last year**



***8% increase over last year**



Total Increase from 2024 (+77,995)

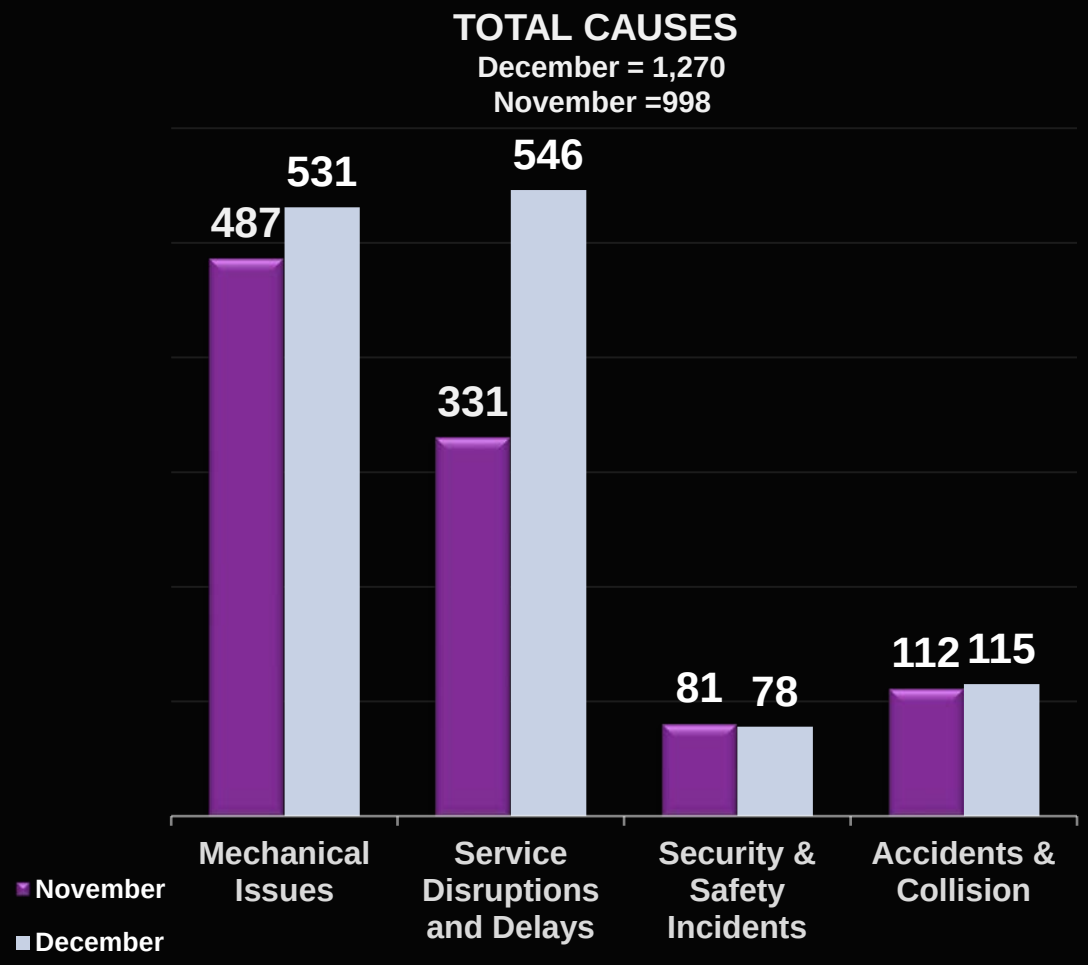


Increase of 76,528 from 2024
Bus(+17,252) Streetcar (59,276)

Long-Term Detours

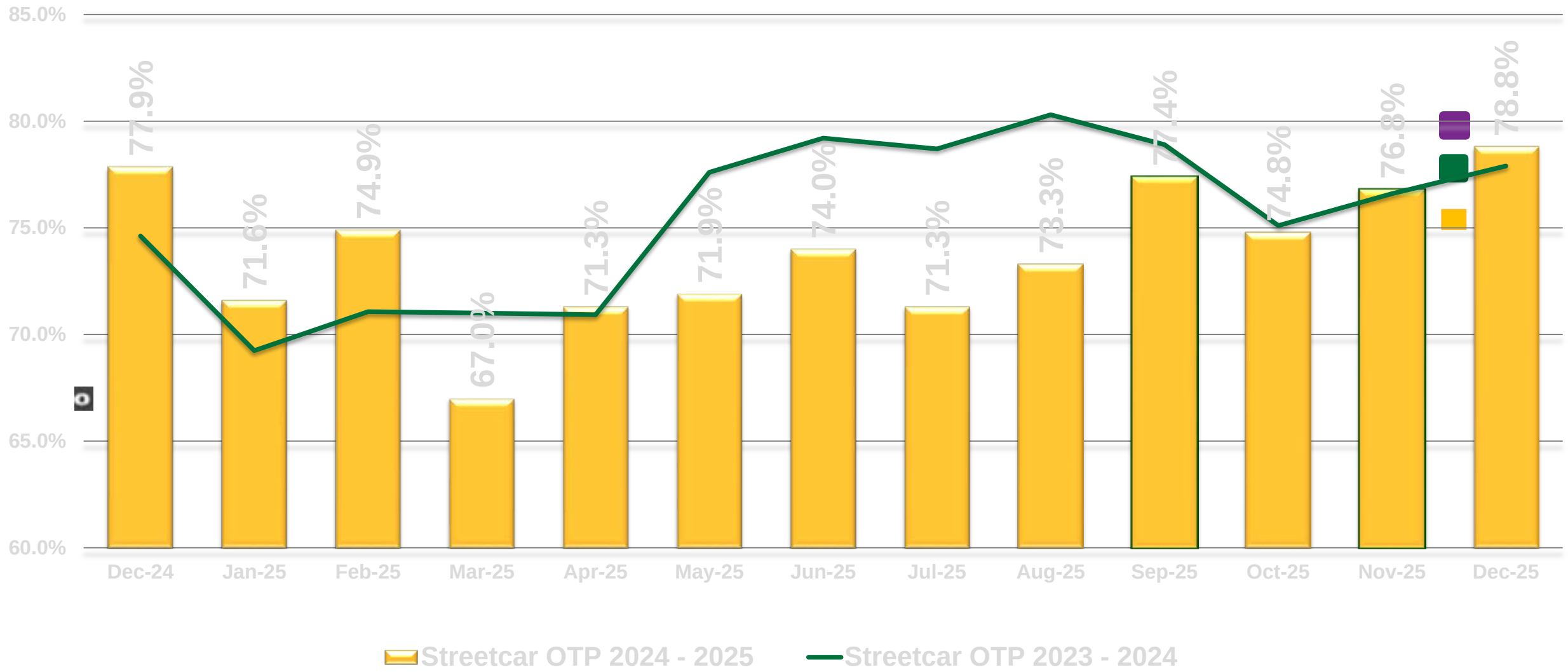
Routes Affected by Long-Term Detours	Cause
11-Magazine	Utility Company Work
31 & 32 Gentilly/Treme	Road Construction
57-Franklin/Freret	Road Construction
61 & 62- Lake Forest/Morrison	Road Construction
80 – Desire/Louisia	Road Construction
84 - Galvez	Bridge Malfunction
91 – Esplanade	Road Blocked
103 – General Meyer	Hole in Street
114A & 114B Sullen/Woodland	Road Blocked

Service Disruption By Cause Bus & Streetcar



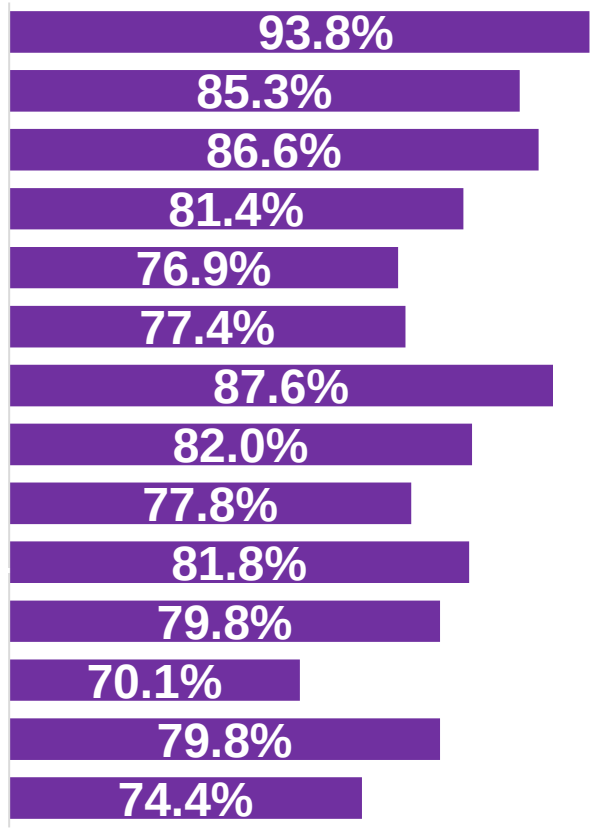
<u>Top causes of service delays:</u>

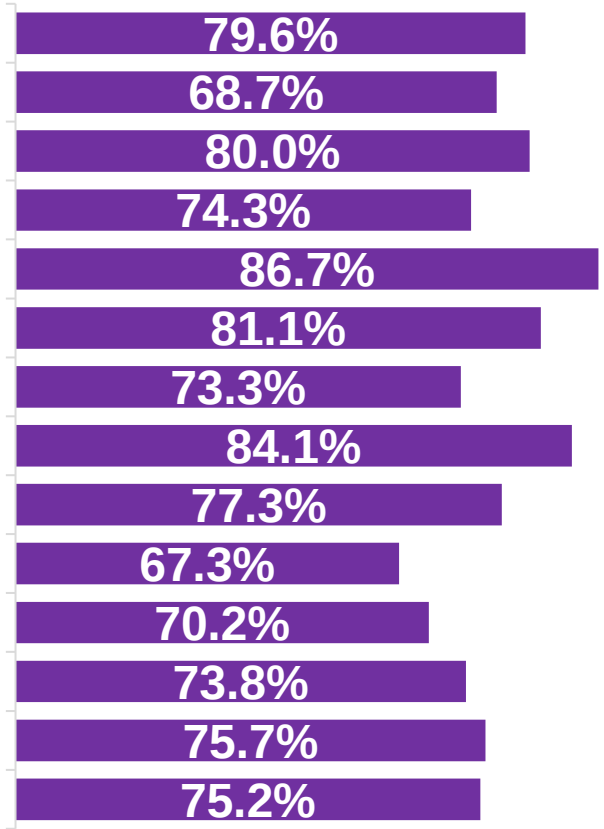
1. Operator Availability- 55%
2. No Vehicle Available- 39%
3. Lot Defect 6%



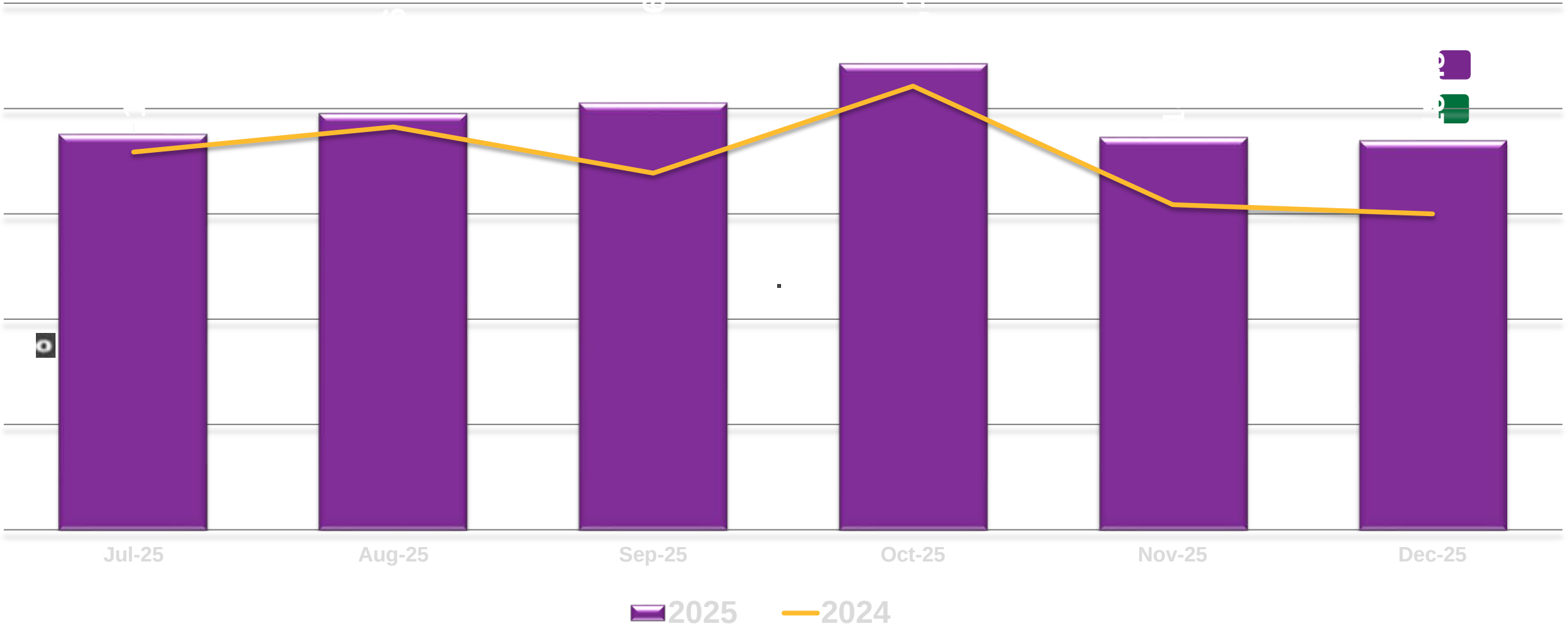
**** Streetcar OTP may be understated, as bus bridge operations are not fully reflected in on-time performance calculations.**


80.0%
79.0%
78.0%
77.0%
76.0%
75.0%
74.0%
73.0%
72.0%
71.0%
77.2%
77.2%
74.1%
76.0%
76.3%
75.6%
78.5%
77.8%
76.5%
77.6%
77.6%
77.9%
78.7%
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Bus OTP 2024 - 2025
Bus OTP 2023 - 2024



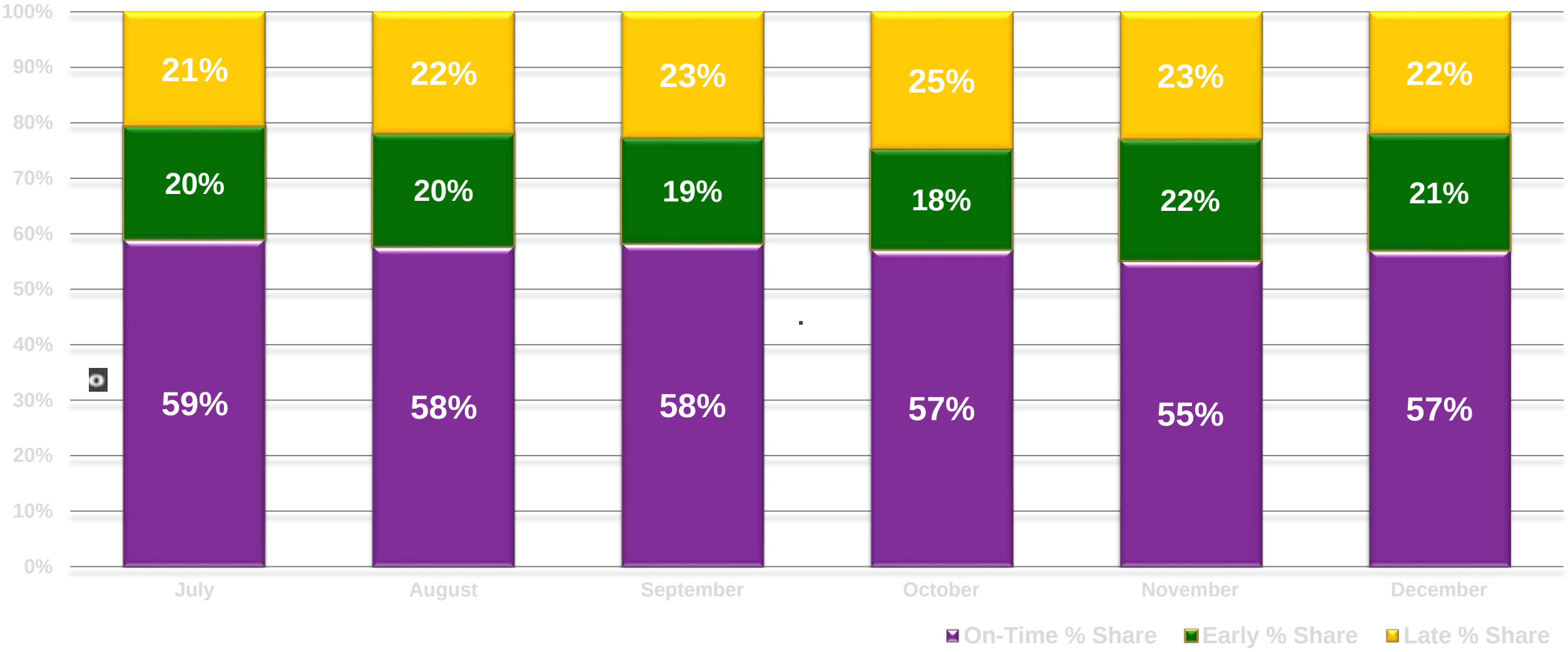


From November to December, 19 of 31 routes improved their On-Time Performance, representing 61% of the transit network trending upward. Additionally, 5 previously strong corridors-maintained stability at 85% OTP, serving as reliability pillars for system performance.


Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
2025
2024

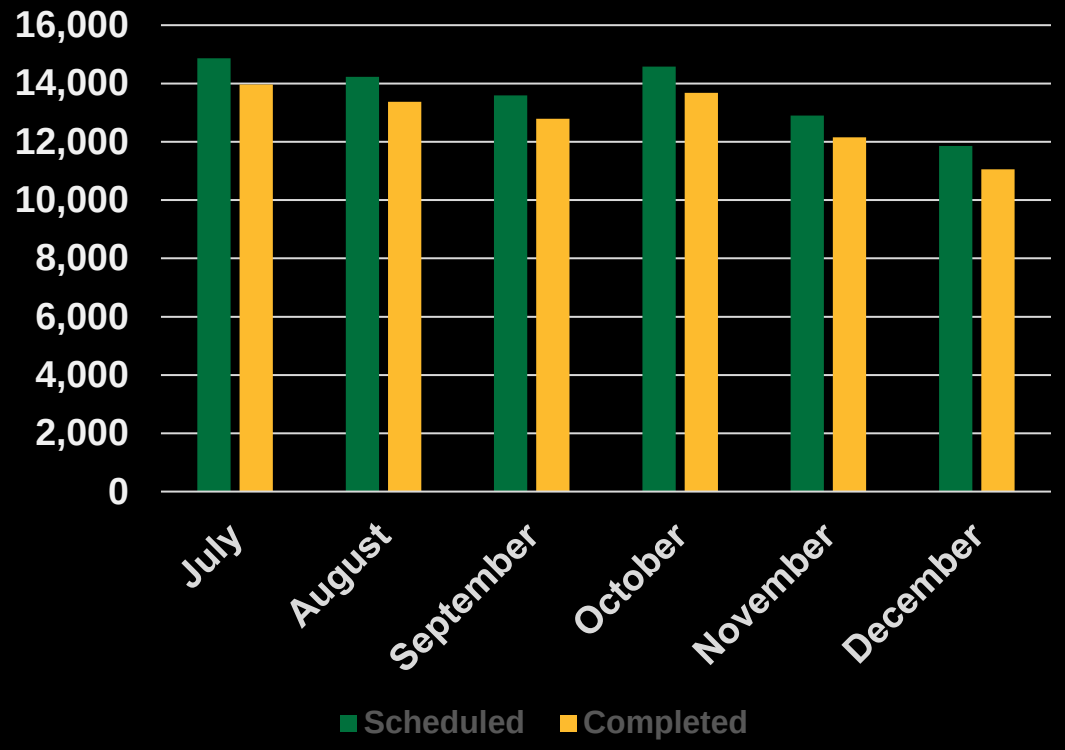
DECEMBER 2024-2025



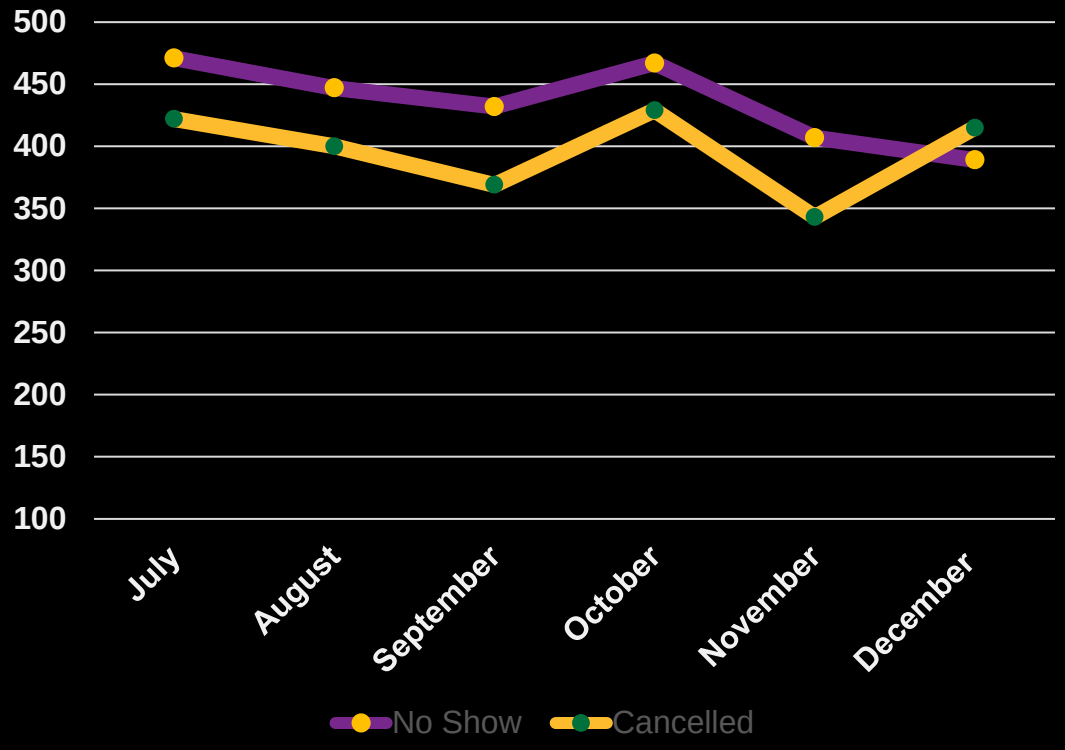

100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
21%
22%
23%
25%
23%
22%
20%
20%
19%
18%
22%
21%
59%
58%
58%
57%
55%
57%
July
August
September
October
November
December
On-Time % Share
Early % Share
Late % Share

Scheduled vs. Delivered Trips and Reliability Metrics
Paratransit | July-December 2024-2025

Scheduled vs Completed Trips

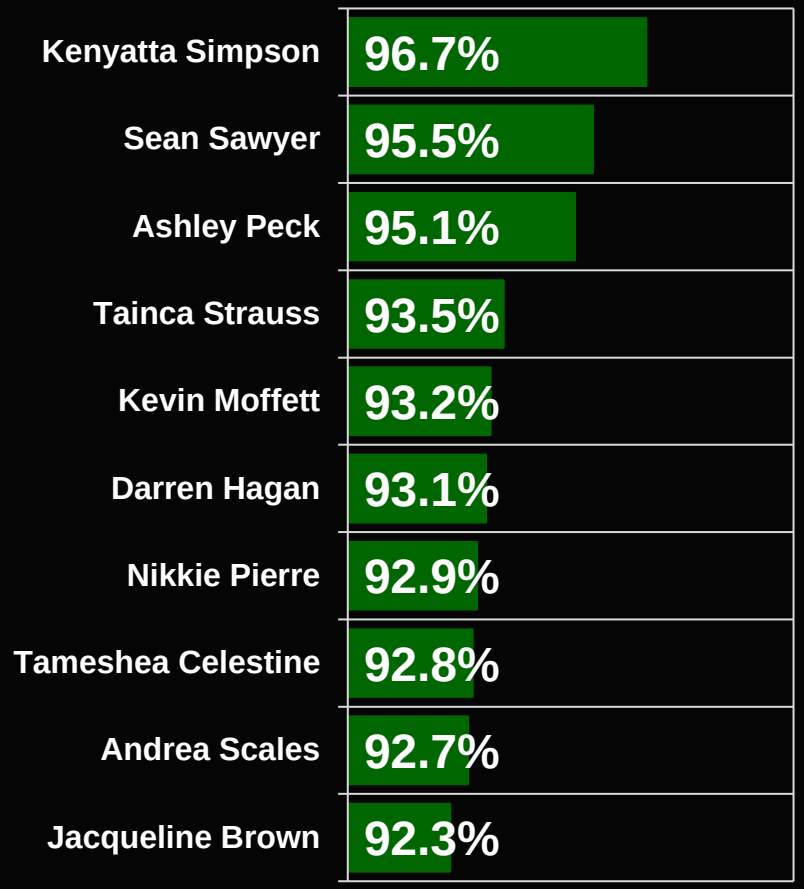


No Show and Canceled Trips

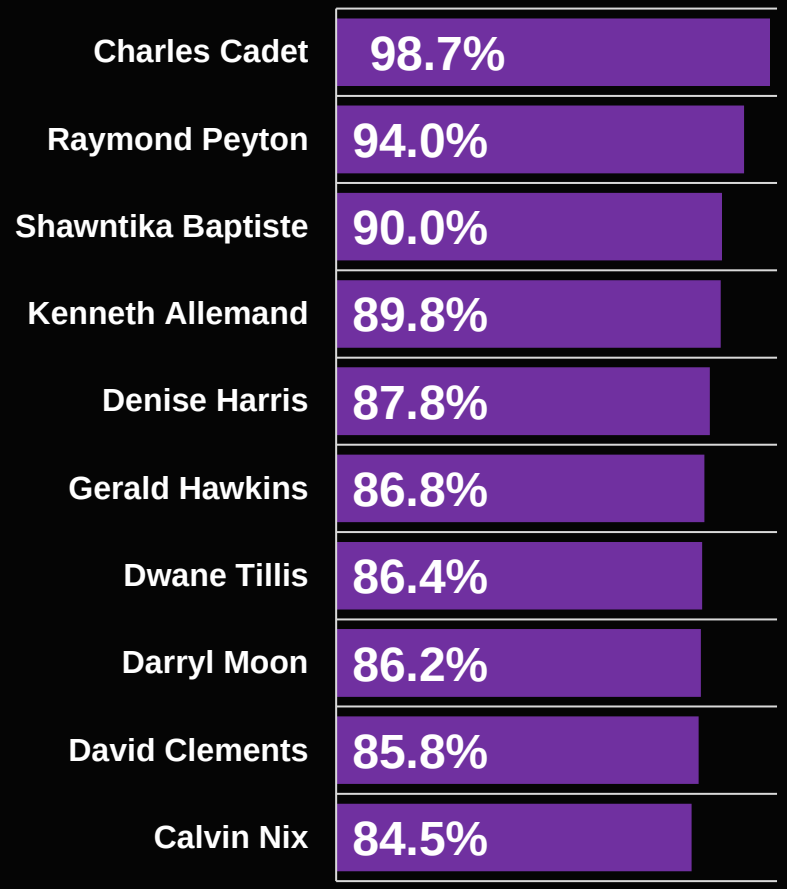


Top On-Time Performer By Mode | December 2025

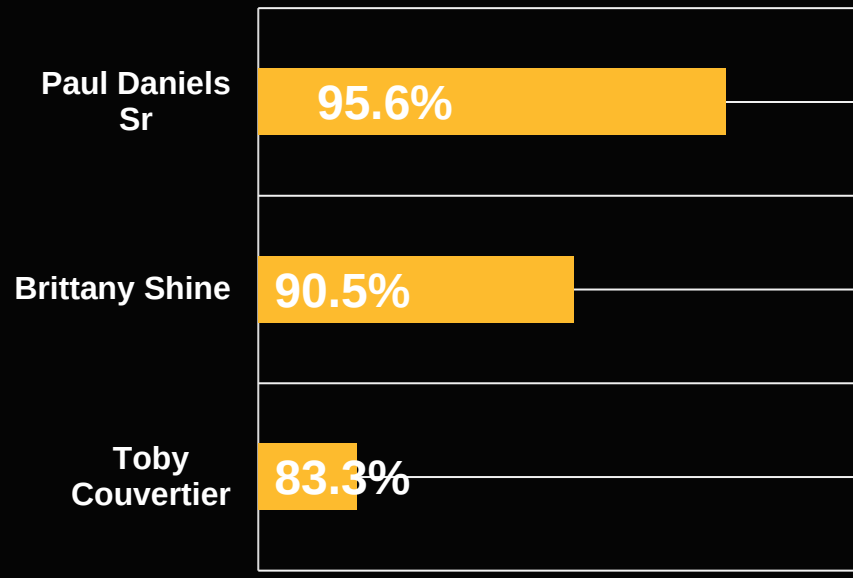
Bus Operators



Streetcar operators



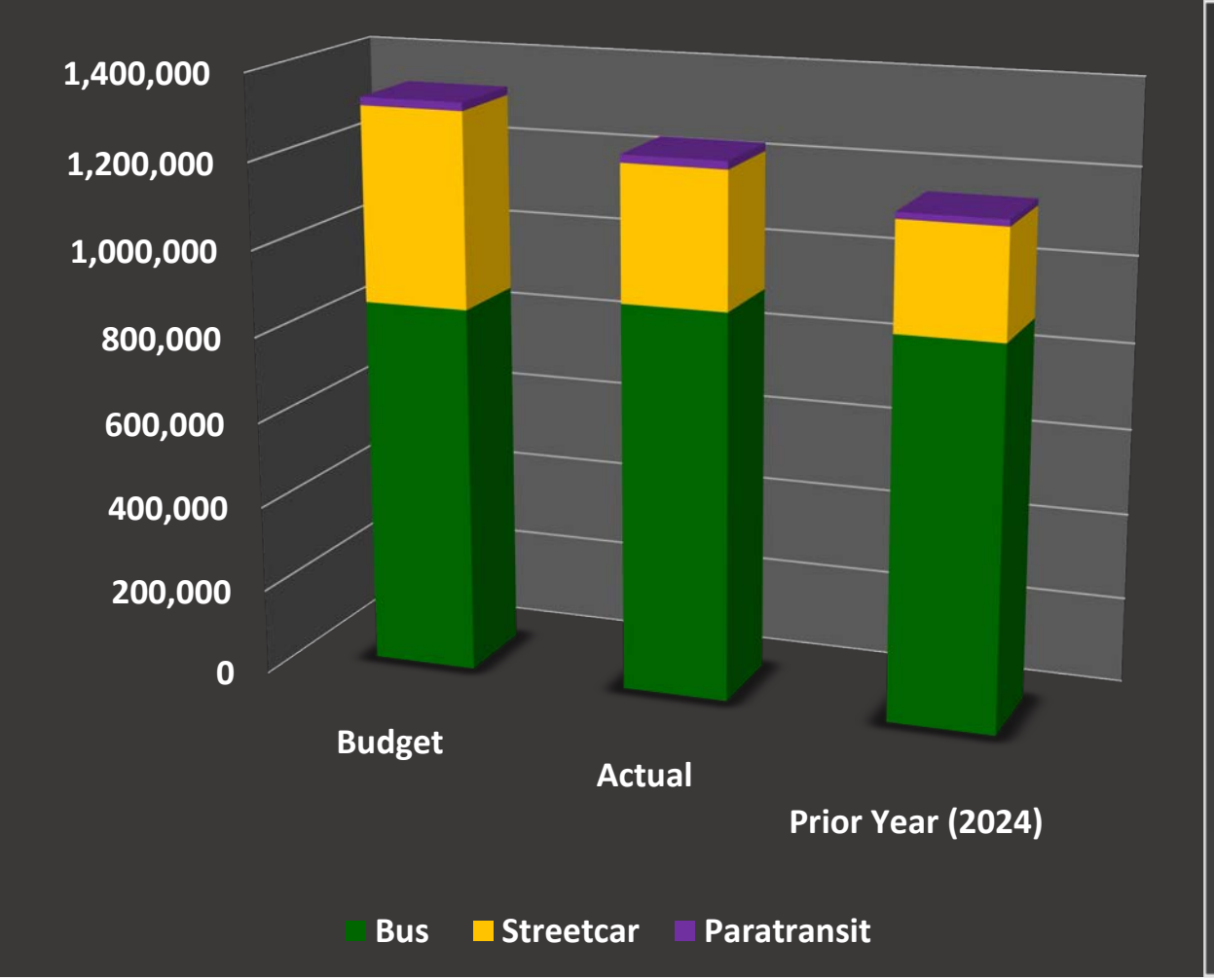
Paratransit Operators

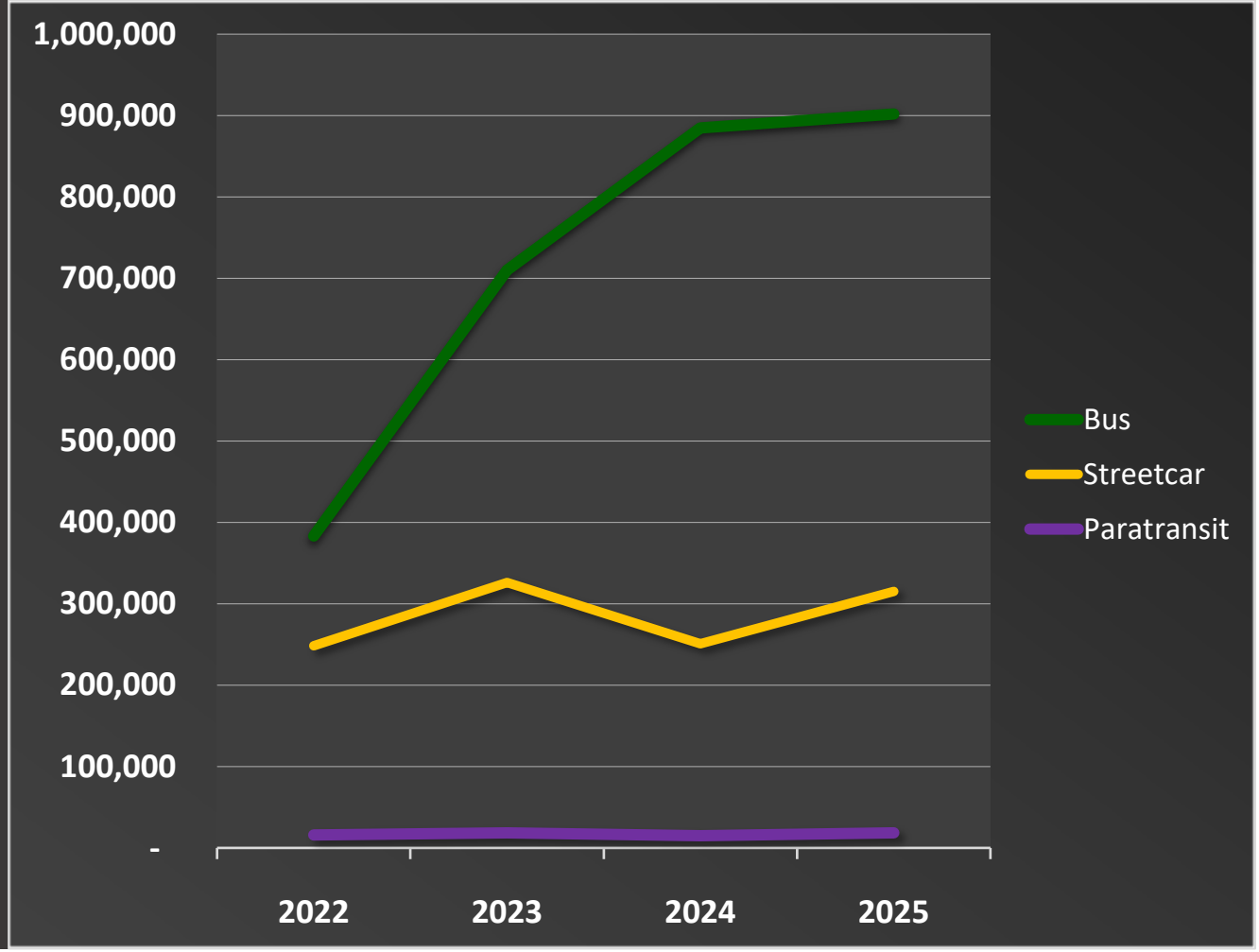


4. Reports

G. RTA Chief Financial Officer's Report

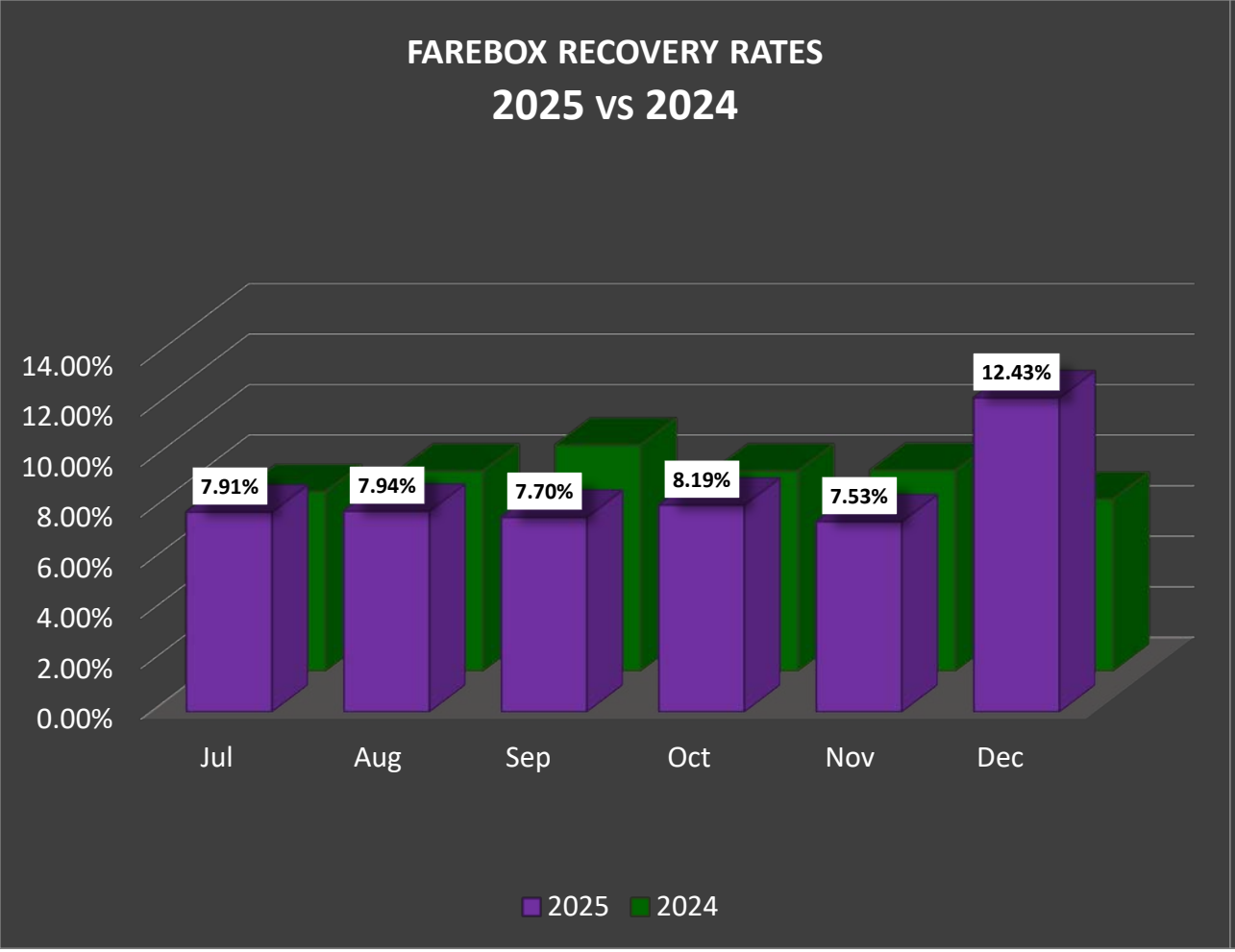
[December 2025 Financials] 26-032

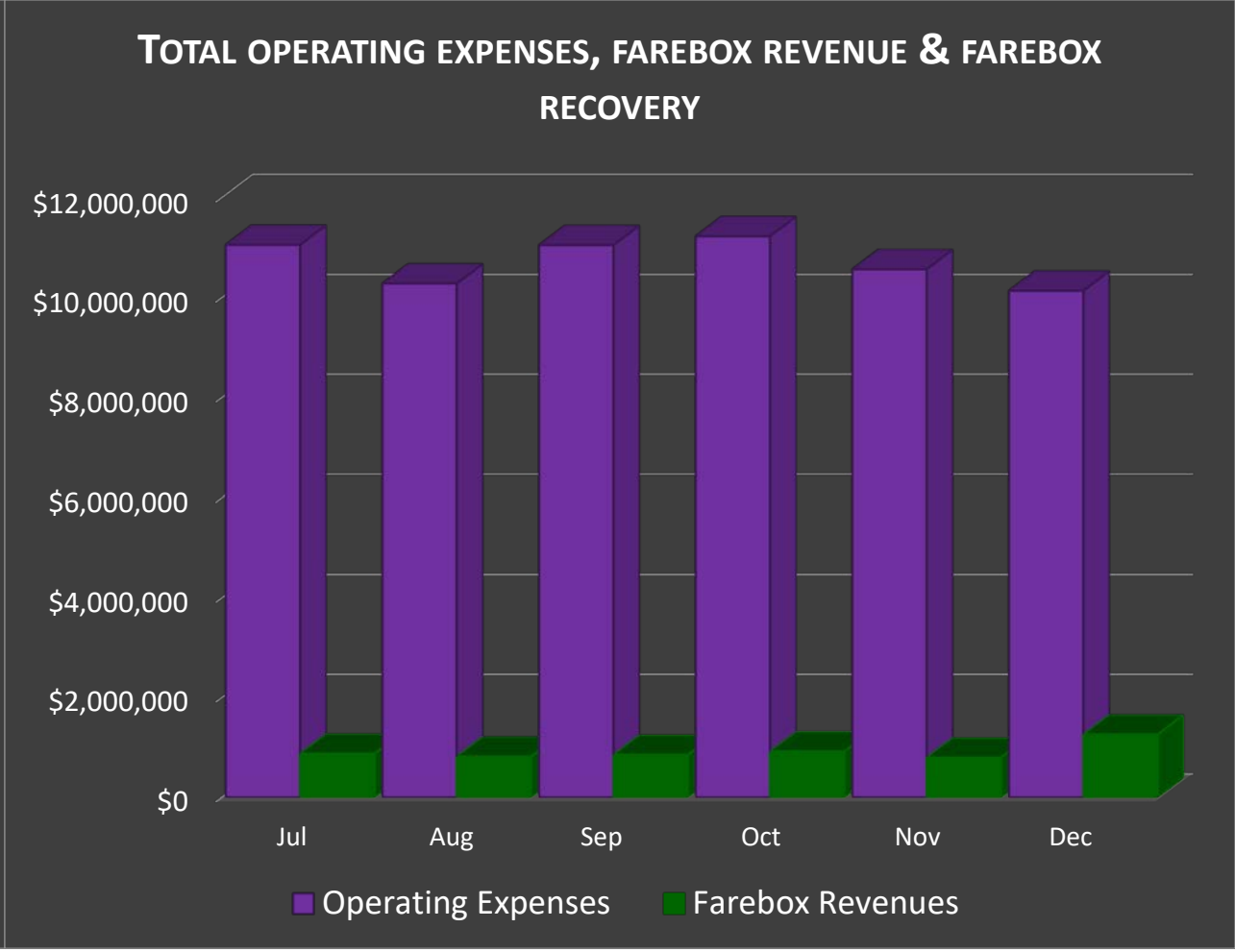




RIDERSHIP

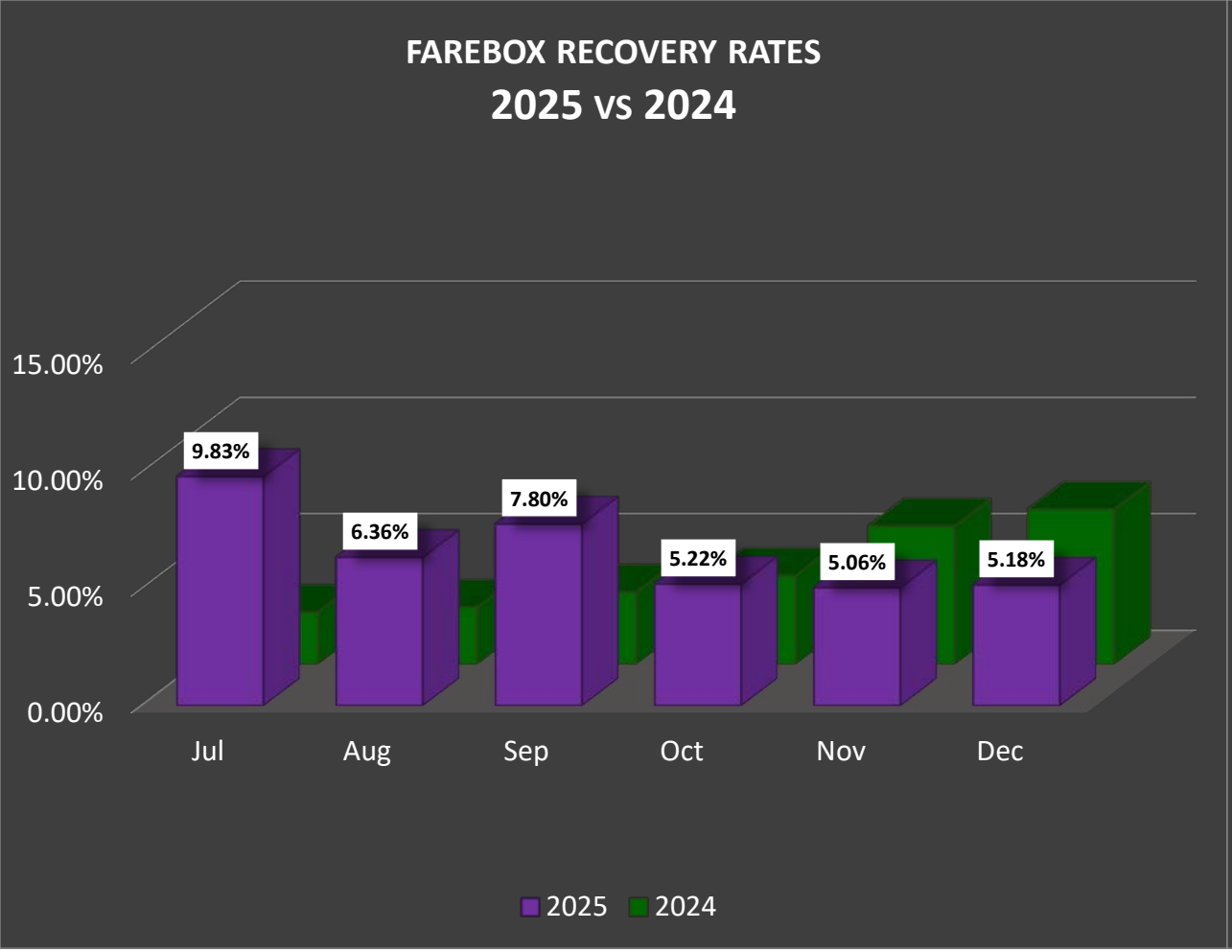
Ridership in December increased 0.7% when compared to November actuals. In December, total system ridership (bus, streetcar and paratransit) was 1.24M, compared to 1.23M for the previous month of November.

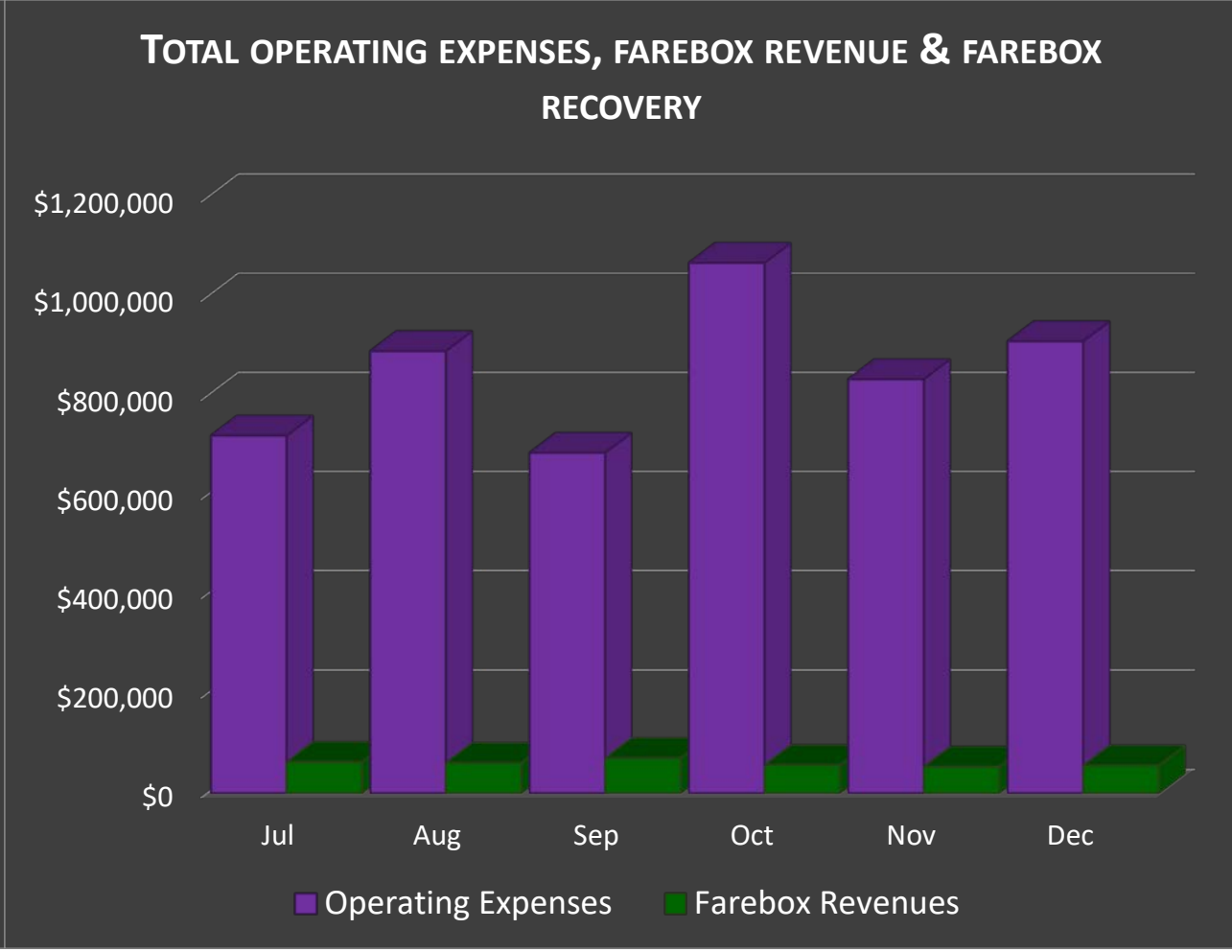




Farebox Recovery Rates
2025 vs. 2024

Fare revenue continues to offset a modest percentage of operating expenses as ridership continues to rebound. December's farebox recovery rate increased from 7.5% to 12.4%, an increase of 4.9%.





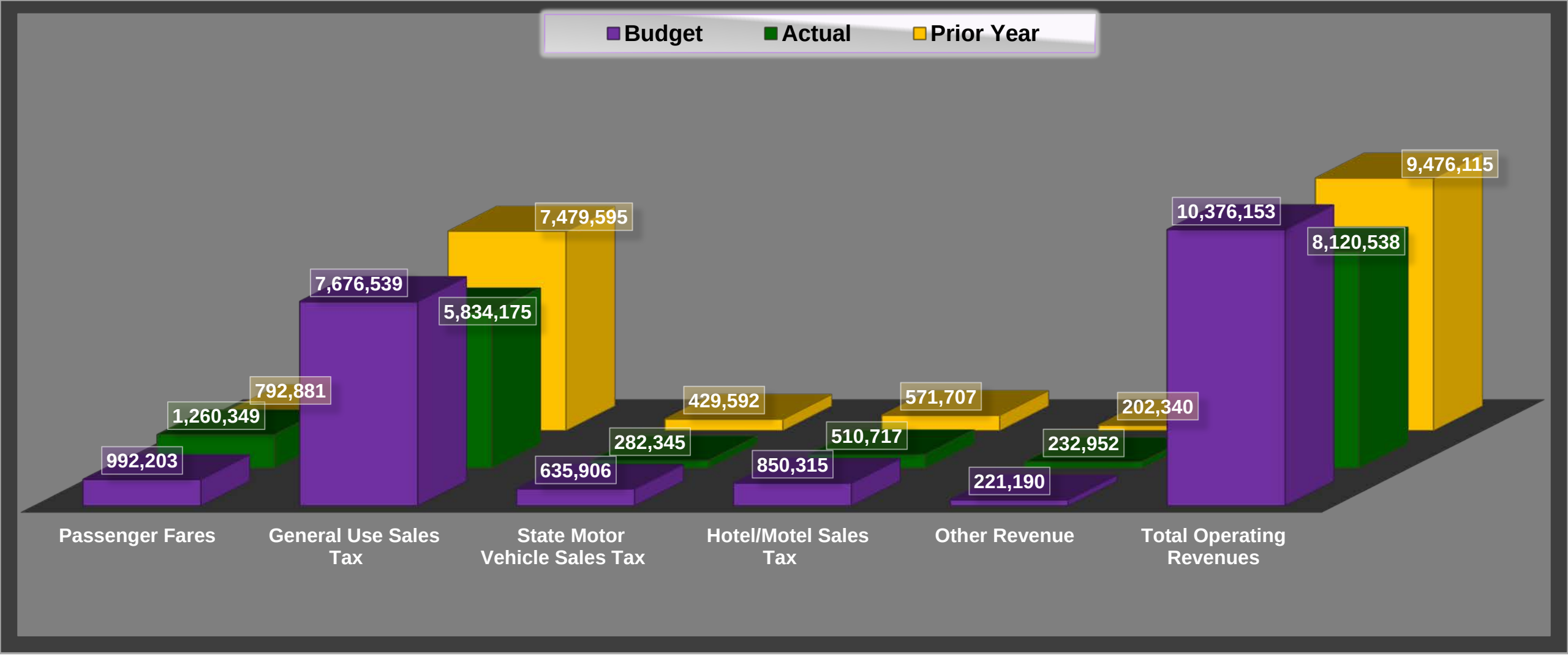
FERRY- Farebox Recovery Rates 2025 vs. 2024

The increase in farebox recovery to 5.2% in December from 5.1% in November is the result of a slight increase in operating expenses and farebox revenues.
Fare revenues continue to offset a small percentage of operating costs.

December 2025 Summary of Sources

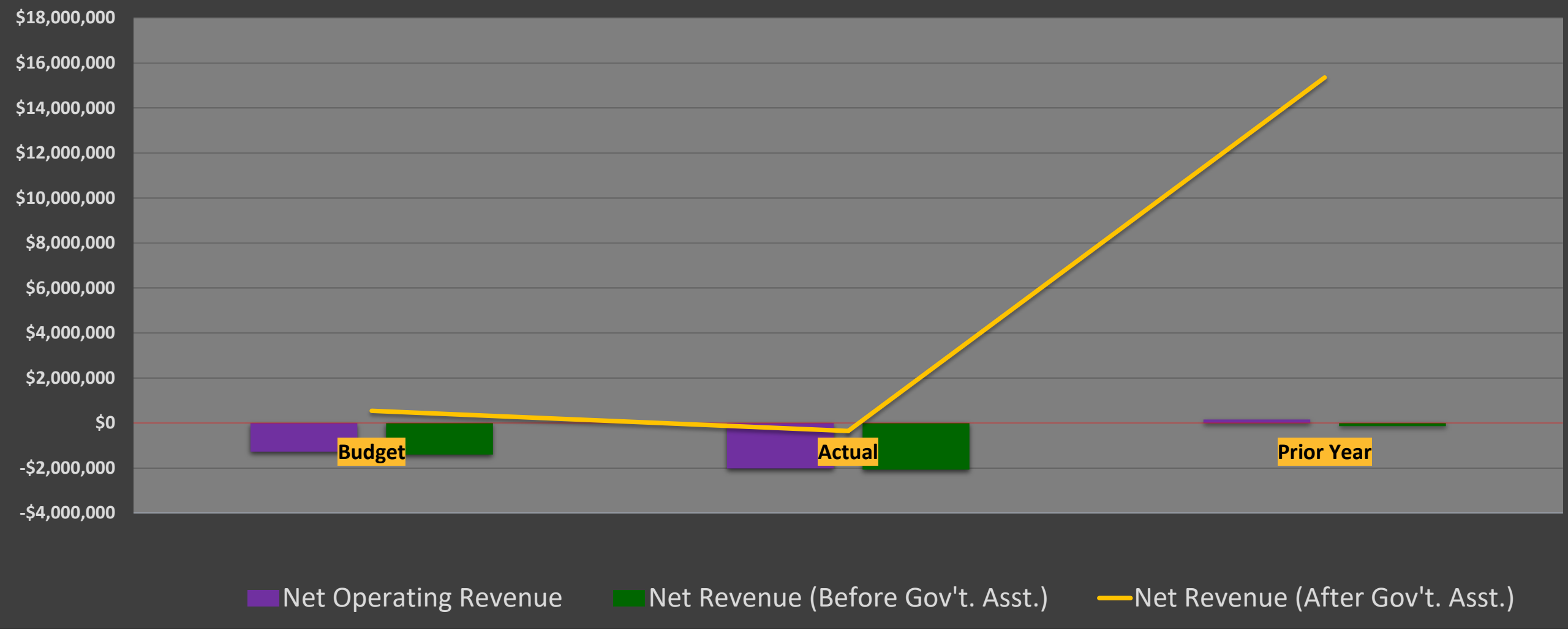
SUMMARY OF SOURCES

	Budget	Actuals	$ Change	% Change	YTD Budget	YTD Actuals
Sales Tax	9,162,760	6,627,237	(2,535,523)	-27.67%	109,953,126	105,149,264
Government Assistance	2,342,727	2,100,533	(242,194)	-10.34%	28,112,730	31,265,819
Sales Tax and Government Assistance	**11,505,487**	**8,727,770**	**(2,777,717)**	**-24.14%**	**138,065,856**	**136,415,083**
Passenger Fares	992,203	1,260,349	268,146	27.03%	11,906,432	10,771,082
Other Operating Revenues	221,190	232,952	11,762	5.32%	2,654,281	5,633,915
Subtotal Transit Operations	1,213,393	1,493,301	279,908	23.07%	14,560,713	16,404,997
Total Operating Revenues	**12,718,880**	**10,221,071**	**(2,497,809)**	**-19.64%**	**152,626,569**	**152,820,080**
Federal Capital Funding	5,275,772	1,193,718	(4,082,054)	-77.37%	63,309,266	10,660,462
Investment Income	131,239	91,298	(39,941)	100.00%	1,574,864	1,205,364
Subtotal Capital and Bond Resources	**5,407,011**	**1,285,016**	**(4,121,995)**	**-76.23%**	**64,884,130**	**11,865,826**
Total Revenue	**18,125,891**	**11,506,087**	**(6,619,804)**	**-36.52%**	**217,510,699**	**164,685,906**
Operating Reserve	0	417,465	417,465	-100.00%	0	(8,263,373)
Total Sources	18,125,891	11,923,552	(6,202,339)	-34.22%	217,510,699	156,422,533



OPERATING REVENUES (BUDGET, ACTUAL & PRIOR YEAR)

RTA's two largest revenue sources are General Use Sales Tax ($5.8M) and Passenger Fares ($1.3M). The two combined make up 87.4% or $7.1M of total revenue. Overall, total operating revenues for the month of December are $8.1M.



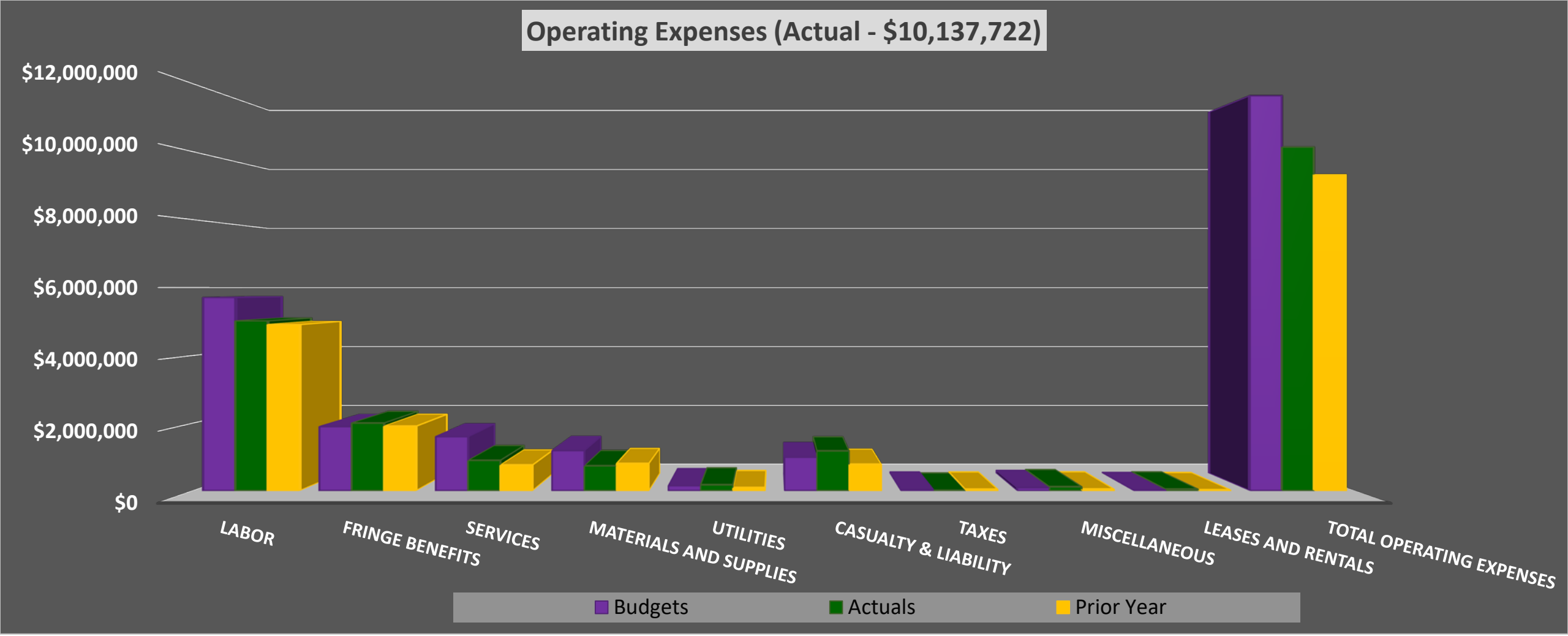
NET REVENUES (BEFORE AND AFTER GOVERNMENT ASSISTANCE)

Net Revenue (Before Government Assistance) is -$2.1M for the month of December. After applying the month's $2.1M in Government Operating Assistance, Net Revenue is -$354K for the month of December.

December 2025 Summary of Uses

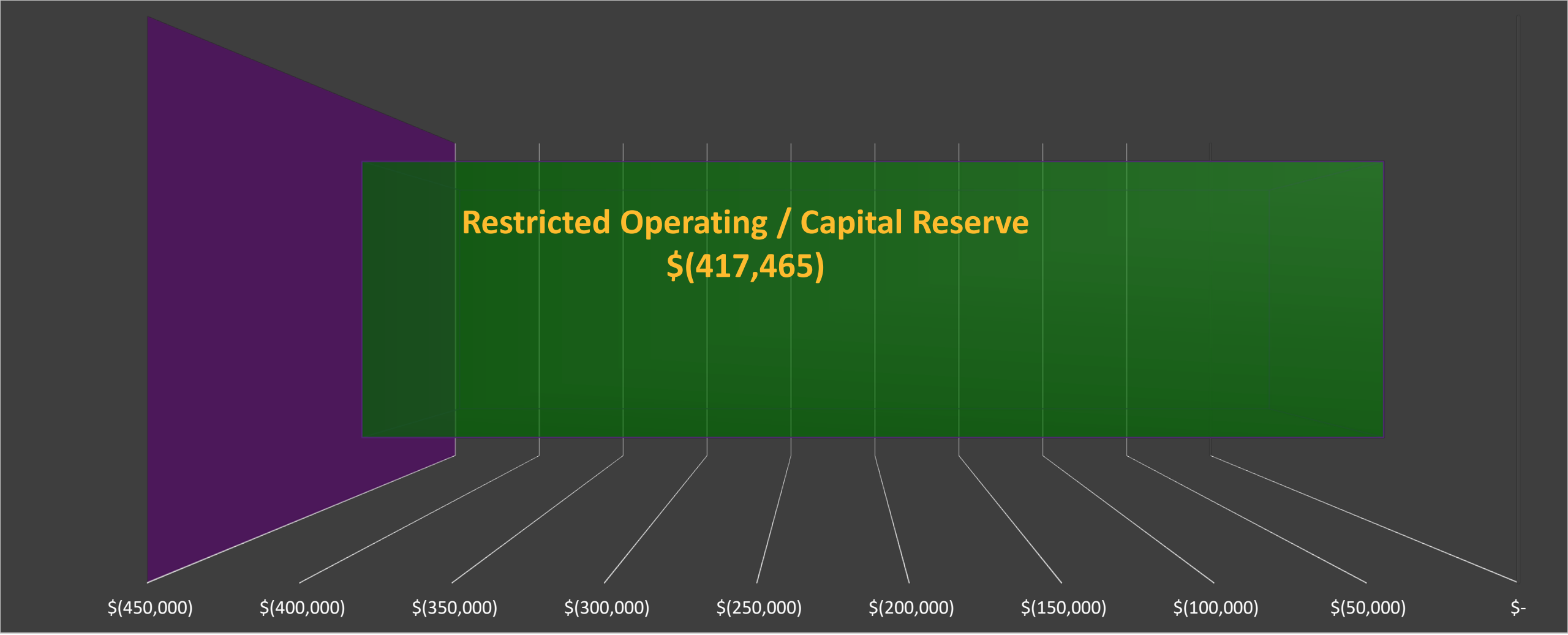
Summary of Uses

	Budget	Actuals	$ Change	% Change	YTD Budget	YTD Actuals
Transit Operations	11,649,552	10,137,722	1,511,830	12.98%	139,794,628	132,500,347
TMSEL Legacy Costs	126,694	59,633	67,061	52.93%	1,520,331	1,030,331
Maritime Costs	401,915	377,951	23,964	5.96%	4,822,974	4,862,000
Capital Expenditures	5,275,772	1,193,718	4,082,054	77.37%	63,309,266	11,579,480
FEMA Project Worksheet Expenditures	0	0	0	0.00%	0	0
Debt Service	671,958	154,528	517,430	77.00%	8,063,500	6,450,375
Total Expenditures	**18,125,891**	**11,923,552**	**6,202,339**	**34.22%**	**217,510,699**	**156,422,533**
Operating Reserve	0	0	0	0.00%	0	0
Total Uses	18,125,891	11,923,552	6,202,339	34.22%	217,510,699	156,422,533



Operating Expenses

Operating Expenses for the month of December are roughly $10.1M. Labor and Fringe Benefits, the largest expenditure at $7M, comprised 69.2% of this month's actual expenses. In total, Operating Expenses for the month of December show a decrease of 4.1% from $10.6M in November.



OPERATING RESERVE

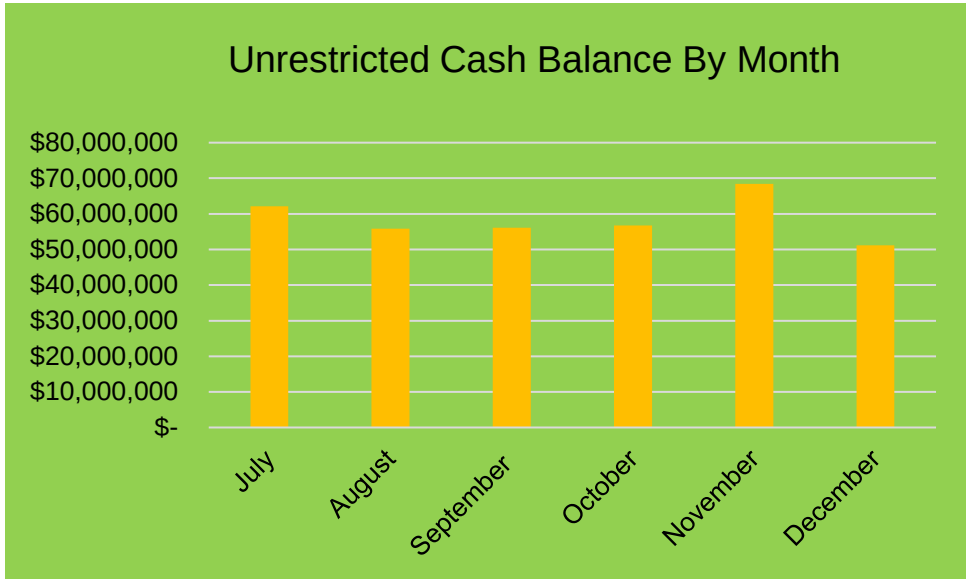
The negative variance that resulted from Net Revenue (After Government Assistance of approximately $2.1M) deducted approximately $417K from the Restricted Operating/Capital Reserve, after the offset of $155K in Debt Service.

December 31, 2025 Statement of Net Position and Dashboard

Statement of Net Position as of December 31, 2025	
Assets	
Unrestricted cash and equivalents	$ 51,134,924
Other current assets	48,207,922
Restricted cash and equivalents	13,741,675
Other non-current assets	294,496,864
Total assets	**$ 407,581,385**
Liabilities and Net Position	
Liabilities	
Accounts payable and accrued expenses	$ 9,731,851
Due to NOTMC	41,002,504
Other current liabilities	14,405,139
Bonds payable	57,320,000
Other non-current liabilities	31,843,894
Total liabilities	154,303,388
Net Position	
Unrestricted	239,536,322
Restricted	13,741,675
Total net position	253,277,997
Total liabilities and net position	**$ 407,581,385**

Summary of Unrestricted Cash	
Beginning cash	$55,370,216
Cash inflows	24,444,020
Cash outflows	(28,679,312)
Ending cash	$51,134,924
Months operating cash 1.78	

Working Capital and Current Ratio	
Total current assets	$99,342,846
Total current liabilities	65,139,494
Working capital	$34,203,352
Current ratio	1.52



2025 V. 2024 FINANCIAL PERFORMANCE INDICATORS

2025 vs 2024 YEAR-TO-DATE REPORT			
	Company-wide		
	2025	2024	Variance
Ridership (Unlinked Trips)	$14,596,231	$13,152,516	$1,443,715
Total Platform Hours	807,950	792,185	$15,766
Passenger Revenue	$10,771,082	$9,801,328	$969,753
Operating Expenses	$133,859,736	$117,509,007	$16,350,728
Operating Cost Per Platform Hour	$165.68	$148.34	$17.34
Annual Budgeted Cost Per Plat. Hour	$157.98	$125.53	$32.45
Farebox Recovery Rate	8.05%	8.34%	-0.29%
Operating Cost Per Unlinked Trip	$9.17	$8.93	$0.24
Passenger Revenue Per Unlinked Trip	$0.74	$0.75	-$0.01
Subsidy per Unlinked Trip	$8.43	$8.18	$0.25

2025 vs 2024 YEAR-TO-DATE REPORT by MODE									
	Fixed Route Bus			Streetcar			Paratransit		
	2025	2024	Variance	2025	2024	Variance	2025	2024	Variance
Ridership (Unlinked Trips)	$11,250,066	$9,332,975	$1,917,091	$3,121,951	$3,601,191	-$479,240	$224,214	$218,350	$5,864
Total Platform Hours	$510,872	$501,156	$9,715	$140,292	$143,577	-$3,285	$156,787	$147,451	$9,336
Passenger Revenue	$6,988,228	$6,206,144	$782,083	$3,444,893	$3,316,368	$128,525	$337,961	$278,816	$59,145
Operating Expenses	$87,008,828	$74,058,147	$12,950,681	$26,771,947	$23,740,598	$3,031,349	$20,078,960	$19,710,263	$368,698
Operating Cost Per Platform Hour	$170.31	$147.77	$22.54	$190.83	$165.35	$25.48	$128.07	$133.67	-$5.60
Annual Budgeted Cost Per Plat. Hour	$141.93	$122.90	$19.03	$188.32	$156.48	$31.84	$143.69	$108.21	$35.48
Farebox Recovery Rate	8.03%	8.38%	-0.35%	12.87%	13.97%	-1.10%	1.68%	1.41%	0.27%
Operating Cost Per Unlinked Trip	$7.73	$7.94	-$0.21	$8.58	$6.59	$1.99	$89.55	$90.27	-$0.72
Passenger Revenue Per Unlinked Trip	$0.62	$0.66	-$0.04	$1.10	$0.92	$0.18	$1.51	$1.28	$0.23
Subsidy per Unlinked Trip	$7.11	$7.28	-$0.17	$7.48	$5.67	$1.81	$88.04	$88.99	-$0.95

Questions?

5. LA DOTD Annual Report by Kevin Lawson, SSO Program Manager

6. Consent Agenda

Adoption of State of Emergency and Disaster Recovery Policy (SAF7)	25-113
Distracted Driving Policy (SAF 2) Amendment #1	25-163
Contract Award for Vehicle Fluids and Lubricants	25-174
Jury Duty Policy (HR30) Amendment No. 1	26-007
Smoking & Vape Free Workplace Policy (GEN7) Amendment #1	26-017
Approval of the 2026 RTA Agency Safety Plan	26-018
RTA1 Drydocking and Maintenance Contract Award	26-020
Change Order for Transit Security Services – SEAL	26-026

7. Items Requiring Board Action

Ratification of the Cooperative Endeavor Agreement (CEA Between the New Orleans Regional Transit Authority (RTA) and the Orleans Parish Sheriff's Office (OPSO) for the 2026 Mardi Gras Season	26-027

8. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

9. Audience Questions and Comments

Agenda

10. Executive Session scheduled pursuant to La. Rev. Stat. § 42:17A(2) to discuss the following litigation (2/3rds VOTE TO Consider):

a. Sharrika Bell vs. Progressive Paloverde Ins. Co. CDC 2023-7711
b. Jennie Green vs. RTA CDC 2023-11837
c. Steven A. Manuel vs. RTA CDC 2023-11779

11. Adjournment