



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority
Operations & Administration Committee
Meeting Agenda - Final

Tuesday, September 19, 2023

9:00 AM

RTA Board Room

The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Thursday, September 14, 2023 at 9:00 a.m. Please be advised that mask wearing is encouraged inside the boardroom.

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

1. Call To Order

2. Roll Call

3. Consideration of Meeting Minutes

[Operations Committee Meeting August 10, 2023]

[23-158](#)

4. Committee Chairman's Report

5. Chief Executive Officer's Report

6. Chief Transit Officer's Report

7. Chief Asset Manager Officer's Report

8. Chief Safety/Security Officer's Report

9. Authorizations

Cooperative Endeavor Agreement (CEA) between the Parish of Jefferson (JP) and Regional Transit Authority for mobile ticketing integration (Le Pass) (REVISED) [23-126](#)

Cooperative Endeavor Agreement (CEA) between the Parish of St. Bernard Government and the RTA [23-149](#)

10. Audience Questions & Comments

11. New Business

12. Adjournment

[09.19.23 Ops Committee PowerPoint Presentation] [23-160](#)



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 23-158

Board of Commissioners

[Operations Committee Meeting August 10, 2023]



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority Operations & Administration Committee

Meeting Minutes - Draft

Thursday, August 10, 2023

9:00 AM

RTA Board Room

The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Thursday, August 10, 2023, at 9:00 a.m. Please be advised that mask wearing is encouraged inside the boardroom.

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

1. Call To Order

2. Roll Call

No Audio

Commissioner Present: Commissioner Neal, Commissioner Ewell, Commissioner DeFrancesch and Commissioner Sams

Other Commissioners Present: Commissioner Coulon, Commissioner LeBeouf and Commissioner Raymond

This was approved.

Present

Commissioner Maria DeFrancesch, Chairperson Fred Neal,
and Commissioner Joseph Ewell

Absent

3. Consideration of Meeting Minutes

[Operations Committee Meeting July 13, 2023]

[23-141](#)

Commissioner Ewell moved and Commissioner DeFrancesch seconded to approve the Operations Committee Meeting - July 13, 2023. The motion was

approved unanimously.

This minutes was adopted.

4. Committee Chairman's Report

No Audio

5. Chief Executive Officer's Report

No Audio

6. Chief Transit Officer's Report

Christopher Clark presented the RTA's Chief Transit Officer's Report. This report can be found in the Chief Transit Officer's PowerPoint Report dated August 10, 2023. Commissioner Neal commented that he likes the new version of the Chief Transit Officer's Report.

The CEO commented that On-Time Performance (OTP) between May and June was due to better route management by the supervisors and making the schedules more realistic so that the operators can adhere to the schedules.

Commissioner Neal requested data regarding the summer ridership and he also stated that he would like staff to start tracking summer ridership versus fall ridership.

Commissioner LeBeouf inquired about the low OTP on Hayne, and Christopher Clark reported that the OPT on the route is impacted by the Seabrook Bridge being repaired and that route has to take on detours.

Christopher Clark concluded by stating that the riders should call Ride Line to report service issues, and the RAC Meetings is a way that the Operations Department communicates with the public regarding riders concerns.

7. Chief Asset Manager Officer's Report

Ryan Moser presented the RTA's Chief Asset Manager Officer's Report. This report can be found in the Chief Asset Manager Officer's Report dated, August 10, 2023.

Mr. Moser reported that Preventative Maintenance is usually done on 2-3 buses a day so the 50 buses that was down was something separately. He also reported that currently for fixed route the RTA uses 4 different vendors for repairs and the turnaround time from the vendors depends on the type of repairs being done and some repairs are starting to stall due to the vendors lack of professional employees.

8. Chief Safety/Security Officer's Report

Mike Smith presented the Chief Safety/Security Officer's Report. This report can be found in the Chief Safety/Security Officer's Report dated, August 10, 2023.

Commissioner Ewell, requested that data of crime stats be provided from last year to this year. In response to question from Commissioner LeBeouf, Mike Smith reported that staff has a formula that determines Non-Preventative Accidents versus Preventable Accidents. Commissioner LeBeouf stated that since she has been on the Board, accidents are rising and she wants to make sure everything possible is being done to help the operators when they are involved in an accident.

9. Authorizations

Strategic Mobility Plan - 2023 Update #1

[23-140](#)

Dwight Norton presented the Strategic Mobility Plan - 2023 Update 1 Report. This report can be found in the Strategic Mobility Plan dated August 10, 2023.

Commissioner Neal asked that Dwight Norton to present this presentation to the Operations and Administration Committee Meeting along with an abbreviated Scheduling and Planning Report.

Commissioner Ewell moved and Commissioner DeFrancesch seconded to approve the Strategic Mobility Plan - 2023 Update #1. The motion was approved unanimously.

This Resolution was referred to the Board's Consent Agenda.

10. Audience Questions & Comments

Jim Goodwin - Is Ferry Funding going to be discussed at the next Operations Meeting - The Fleet Data Slide - Does not show the total fleet size - All the Algiers Routes exceed its On-Time Performance but the Algiers Owl - Why would this route has issues with being on time - The OSHA Reportable - Loss Time was not included in the report.

Commissioner Raymond stated that he appreciates all public support for the Ferry.

11. New Business

None

12. Adjournment

Commissioner Ewell moved and Commissioner DeFrancesch seconded to adjourn the Operations and Administration Committee Meeting for August 10, 2023. The meeting was adjourned unanimously.

[08.10.23 Ops Meeting Presentation]

[23-143](#)



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 23-126

Board of Commissioners

Cooperative Endeavor Agreement (CEA) between the Parish of Jefferson (JP) and Regional Transit Authority for mobile ticketing integration (Le Pass) **(REVISED)**

| | |
|---|-------------------|
| DESCRIPTION: Requesting to ratify a Cooperative Endeavor Agreement (CEA) between the Parish of Jefferson (JP) and Regional Transit Authority | AGENDA NO: 23-126 |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Ratification of the CEA between the Parish of Jefferson (JP) and the RTA for mobile ticketing integration.

ISSUE/BACKGROUND:

The Parish of Jefferson (JP) and the Regional Transit Authority (RTA) have been working to continue to integrate the two transit systems for the benefit of the Greater New Orleans community. Not long after the launch of RTA's new mobile application, "Le Pass", in August 2022, RTA incorporated real-time vehicle information from JP Transit. While RTA has been selling tickets and passes in its mobile app since 2018, JP has not had any mobile ticketing. The vendors RTA selected to build and operate Le Pass were chosen specifically with future integration capabilities in mind.

DISCUSSION:

RTA and JP have developed an agreement for a one-year pilot to add mobile ticketing for JP Transit integrated into Le Pass. This opportunity will allow riders to use one mobile application to navigate the region, get real-time information, and purchase tickets and passes for travel within one agency or combined trips. Riders will be able to purchase the already existing "Regional Ride" day pass that allows for unlimited trips on either system through either agency. A CEA has been created to outline the roles and responsibilities around integration.

FINANCIAL IMPACT:

There is no direct cost for the ratification of the current CEA.

NEXT STEPS:

Upon Board approval, staff will execute the CEA with the Parish of Jefferson.

ATTACHMENTS:

1. Resolution

2. CEA Draft Document

Prepared By: Dwight Norton, dnorton@rtaforward.org
Title: Interim Chief of Planning & Capital Projects

Reviewed By: Dwight Norton, dnorton@rtaforward.org
Title: Interim Chief of Planning & Capital Projects

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



Lona E. Hankins
Chief Executive Officer

8/4/2023

Date



JEFFERSON PARISH

OFFICE OF THE PARISH ATTORNEY

CYNTHIA LEE SHENG
PARISH PRESIDENT

PEGGY O. BARTON
PARISH ATTORNEY

DAVID I. COURCELLE
DEPUTY PARISH
ATTORNEY

TONI G. HURLEY
DEPUTY PARISH
ATTORNEY

CERTIFICATION

In compliance with Jefferson Parish Code of Ordinances § 2-890, I certify that the proposed contract described below has been reviewed by the Parish Attorney's Office and it is my legal opinion that the proposed contract complies with all current legal requirements for such contract under federal, state and parish law. However, compliance with Jefferson Parish Code of Ordinances § 2-895.1, 2-925.2 and 2-933.5 cannot be determined due to the lack of an enforcement procedure in the ordinances. This Office has not reviewed any technical specifications of any contract and this certification applies only to the legal terms of the contract. This certification is made in reliance upon the certification of the requesting Department's Director that the Parish is in compliance with all grant requirements, as well as certification of the Department of Finance regarding the availability of funds, and the legality of all financial transactions pursuant to Jefferson Parish Charter § 4.02(A)(5).

Contract Description: RESOLUTION NO 142009 A Cooperative Endeavor Agreement between the Parish of Jefferson and the Regional Transit Authority for use of the Regional Transit Authority LE PASS application which would give Jefferson Parish the ability to sell Jefferson Parish Transit passes electronically. Parishwide

Parish Council Approval: Resolution No. 142009 adopted on the 17th day of May 2023

A handwritten signature in blue ink that reads "Peggy O. Barton". The signature is written over a circular stamp that contains the text "PARISH ATTORNEY" and "OFFICE" around a central emblem.

Peggy O. Barton
Parish Attorney, Jefferson Parish



PARISH OF JEFFERSON

COVER SHEET FOR ALL PARISH CONTRACTUAL AGREEMENTS
AND/OR AMENDMENTS

Contractor's Name: New Orleans Regional Transit Authority

Contact Person: Lona E. Hankins

Street Address: 2817 Canal Street

City: New Orleans State: LA Zip: 70119

Contact Phone: 504-348-3900

Contact Email: dnorton@rtaforward.org

Department: TRANSIT

Type of Service: CEA

AUTHORIZATION OF:

Resolution No.: 142009 Adopted on: 5/17/2023

Ordinance No.: _____ RFP/Bid No.: _____

Payment Bond Required?: No Bond Amount: .00

Fidelity Bond Required?: No Bond Amount: .00

Performance Bond Required?: No Bond Amount: .00

Amendment to Contract: No

Previous Resolution/Ordinance No.: _____

Contract Amendment Amount: .00

Previous Contract Amount: .00

Total Contract Amount: .00

Description of Services to be Provided:

Agreement with the Regional Transit Authority for use of the RTA LE PASS

application which would give Jefferson Parish Transit passes electronically.

Special Instructions:

CONTRACT ADMINISTRATOR:

Name: Joanna Miller

Address: 21 WestBank Expressway

City: Gretna State: La Zip: 70053

Phone Number: 504-364-3452

Email Address: jmiller@jeffparish.net

APPROVED BY:

Department Head: Ninette Barrios Date: 05/19/2023

Finance Director: Kerry Schrieffer Date: 05/19/2023

Parish Attorney: Peggy Barton Date: 05/25/2023

*Assistant Parish Attorney

*Review as to Form. Document Complies with Authorizing Ord/Res

On motion of **Mr. Templet**, seconded by **Mr. Walker**, the following resolution was offered:

RESOLUTION NO. 142009

A resolution approving a Cooperative Endeavor Agreement between the Parish of Jefferson and the New Orleans Regional Transit Authority (NORTA) for use of the New Orleans Regional Transit Authority's LE PASS application, which would give Jefferson Parish the ability to sell Jefferson Parish Transit passes electronically. (Parishwide)

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, Jefferson Parish is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into Cooperative Endeavor Agreements; and

WHEREAS, as indicated by LSA-R.S. 48:1651 et al., the New Orleans Regional Transit Authority (NORTA) is a statutorily created local political body of the State of Louisiana with a statutory authority to contract, including entering into Cooperative Endeavor Agreements; and

WHEREAS, Jefferson Parish and (NORTA) are authorized to enter into this Cooperative Endeavor Agreement pursuant to La. R.S. 33:1324 which permits any parish, municipality or political subdivision of the state, or any combination thereof, to make agreements between or among themselves for purposes of mass transportation; and

WHEREAS, (NORTA) had a mobile application, called LE PASS, built to allow (NORTA) to sell bus passes to prospective riders electronically; and

WHEREAS, the LE PASS application is equipped to offer passes for Jefferson Parish Transit routes; and

WHEREAS, the parties desire to launch a one (1) year pilot program wherein (NORTA) allows Jefferson Parish to use its LE PASS application to sell Jefferson Parish Transit passes electronically; and

WHEREAS, the public purpose of the Cooperative Endeavor Agreement is described as shared use between Jefferson Parish and (NORTA) of the LE PASS application in an effort to make the purchasing of Jefferson Parish Transit bus tickets and/or passes more easily accessible to prospective riders; and

WHEREAS, Jefferson Parish has a reasonable expectation of receiving a benefit or value in the use of the LE PASS application which is at least equivalent to the transfer or expenditure of public funds provided for in this Agreement; and

WHEREAS, any transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, Jefferson Parish desires to cooperate with (NORTA) in the implementation of the project as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED, by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

SECTION 1. That the Resolution approving a Cooperative Endeavor Agreement between the Parish of Jefferson and the New Orleans Regional Transit Authority for use of the New Orleans Regional Transit Authority's LE PASS application, which would give Jefferson Parish the ability to sell Jefferson Parish Transit passes electronically is hereby approved.

SECTION 2. That there are no costs to Jefferson Parish relating to the proposed Cooperative Endeavor Agreement between the Parish of Jefferson and the New Orleans Regional Transit Authority for use of the New Orleans Regional Transit Authority's LE PASS application;

SECTION 3. That the Chairperson of the Jefferson Parish Council, or in his absence the Vice-Chairperson, is authorized to sign any and all documents to enforce this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the **17th day of May, 2023.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY

Eula A. Lopez
EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

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

This Agreement is made and entered into as of the date of full execution by the parties, as evidenced by the electronic signatures, by and between the Parish of Jefferson, State of Louisiana, (hereinafter, referred to as “PARISH”) represented herein by Scott A. Walker, Council Chairperson of the Jefferson Parish Council, the Parish’s governing authority, duly authorized to act pursuant to Resolution No. 142009 adopted on the 17th day of May, 2023, and The New Orleans Regional Transit Authority (hereinafter called “NORTA”) represented by Lona E. Hankins, Chief Executive Officer of NORTA. PARISH and NORTA may be referred to herein as “PARTY,” individually, and “PARTIES,” collectively.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation or individuals; and

WHEREAS, PARISH is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into Cooperative Endeavor agreements; and

WHEREAS, as indicated by LSA-R.S. 48:1651 *et al.*, NORTA is a statutorily created local political body of the State of Louisiana with a statutory authority to contract, including entering into Cooperative Endeavor agreements; and

WHEREAS, PARISH and NORTA are authorized to enter into this Cooperative Endeavor Agreement pursuant to La. R.S. 33:1324 which permits any parish, municipality or political subdivision of the state, or any combination thereof, to make agreements between or among themselves for purposes of mass transportation; and

WHEREAS, the parties desire to launch a one (1) year pilot program wherein NORTA allows PARISH to use its LE PASS application; and

WHEREAS, the public purpose of the Project is described as shared use between PARISH and NORTA of the LE PASS application in an effort to make the purchasing of Transit bus tickets and/or passes more easily accessible to prospective riders; and

WHEREAS, PARISH has a reasonable expectation of receiving a benefit or value in the use of the LE PASS application which is at least equivalent to the transfer or expenditure of public funds provided for in this Agreement; and

WHEREAS, any transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the citizens of Jefferson Parish will benefit from the efforts of these parties working together; and

WHEREAS, PARISH desires to cooperate with NORTA in the implementation of the project as hereinafter provided.

NOW, THEREFORE, PARISH and NORTA hereby agree as follows:

1.0 Services. NORTA will grant PARISH administrative access to the LE PASS application so that PARISH can provide real-time bus route information and mobile ticketing to end users

(i.e., transit riders).

PARISH shall input necessary transit information into LE PASS application such that it allows end users of LE PASS application real-time bus route information and mobile ticketing to PARISH transit system.

2.0 Token Transit. Token Transit, Inc. (“Token Transit”) is the Mobile Ticketing Provider for the LE PASS application. The PARISH shall use Token Transit as the Mobile Ticketing Provider for the LE PASS application.

3.0 Payment. In consideration of the services described above, Token Transit shall charge the following fee for each purchase of PARISH transit services on LE PASS application:

- a. A Digital Pass Fee of 10% of the gross total proceeds when the transaction is greater than or equal to \$2.00; and
- b. A fee of \$.06 + 7% of the gross total proceeds when the transaction is less than \$2.00.

The PARISH will not pay a fee, or any similar charge, to NORTA for use of the LE PASS application. At the end of each calendar month, the PARISH will be provided with monies resulting from purchases of PARISH transit services on LE PASS application, less the aforementioned Token Transit fees.

4.0 Separation of Funds. NORTA and PARISH will not co-mingle monies earned from the mobile ticketing offered on the LE PASS application. NORTA and PARISH will each have separate accounts, wherein money earned from Section 3.0 of the Agreement will be directly deposited.

Neither PARTY will have access, use, or control of the other PARTY’s account.

5.0 Regional Fares. For the purpose of this contract, a “Regional Fare” shall be described as a transit pass that includes both an NORTA route and a PARISH route. Regional Fares can be purchased through the LE PASS application, on-vehicle, and/or through other methods offered by NORTA and PARISH. Any Regional Fare purchased through the LE PASS application will be subjected to the same fees described in Section 3.0 – Payment.

The proceeds of Regional Fares, regardless of the rider’s purchasing method, shall be subsequently split in equal amounts between NORTA and PARISH. Thus, should PARISH receive proceeds from a Regional Fare, it shall then pay NORTA half the total amount received by check or other preferred method of payment. Should NORTA receive proceeds from a Regional Fare, it shall then pay PARISH half the total amount received by check or other preferred method of payment. Payments subject to this section shall be made on a monthly basis as agreed upon by the PARTIES.

6.0 Customer Service. NORTA shall not be responsible for any rider inquiries related to customer service pertaining to PARISH routes and mobile ticketing on LE PASS application. PARISH shall not be responsible for any rider inquiries related to customer service pertaining to NORTA routes and mobile ticketing on LE PASS application. Both NORTA and PARISH agree to provide to the other PARTY contact information for their respective customer service and direct rider inquiries accordingly.

7.0 Community Development and Outreach. PARTIES may cooperate as needed to develop new and/or modified regional fare products to offer potential riders through the LE PASS application. To provide necessary outreach, PARTIES may collaborate to jointly market and promote available and future rider services.

8.0 Term of Agreement. Except in the case of earlier termination, as hereafter specifically provided, the term of this pilot program shall commence on the date of execution and end at midnight of the date immediately preceding the one (1) year anniversary.

- 9.0 Termination.** The terms of this Agreement shall be binding upon the PARTIES hereto until the term of the pilot program has expired, but this Agreement may be terminated under any or all of the following conditions:
- a. By mutual agreement and consent of the PARTIES hereto.
 - b. By PARISH as a consequence of the failure of NORTA to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of NORTA, provided PARISH will give NORTA written notice of any such failure and ten (10) days to cure any such failure.
 - c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.
 - d. By PARISH for cause or convenience by issuing NORTA thirty (30) days written notice.
 - e. By NORTA for cause or convenience by issuing the PARISH thirty (30) days written notice.
 - f. By NORTA immediately should it elect to discontinue its contract with Token Transit.

10.0 Force Majeure. Neither PARTY to this Agreement shall be responsible to the other PARTY hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

11.0 Indemnification. RTA shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property, for any negligent acts committed by NORTA under this Agreement.

Further, NORTA hereby agrees to indemnify PARISH for all reasonable expenses and attorney’s fees incurred by or imposed upon PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. NORTA further agrees to pay all reasonable expenses and attorney’s fees incurred by PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

12.0 Cost and Collection Records. PARISH shall be entitled to audit the books, documents, papers and records of NORTA which are reasonably related to this Agreement. NORTA shall maintain all books, documents, papers, and accounting records, and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from date of termination of this Agreement, for inspection by PARISH, and copies thereof shall be furnished if requested.

13.0 Notice. All notices and correspondence required to be sent shall be by U.S. Certified Mail – Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

| | |
|---------|--|
| PARISH: | Scott A. Walker Council Chairperson Jefferson Parish Council 200 Derbigny Street, Suite 6200 Gretna, Louisiana 70053 |
| RTA: | Lona E. Hankins Chief Executive Officer 2817 Canal Street New Orleans, Louisiana 70119 |

14.0 Assignment. This Agreement shall be binding upon the successors and assigns for the PARTIES hereto. Other than what is included in the terms of this Agreement, the PARTIES shall not assign or subcontract, in whole or in part, any of the services to be performed hereunder without the written consent.

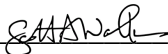
- 15.0 Employment of Parish Personnel.** NORTA certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of PARISH.
- 16.0 Annual Appropriation.** Agreement is contingent upon the appropriation of funds by PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to PARISH except for payments which have been earned prior to the termination date. Termination of this Agreement by PARISH under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council believes to be in the best interests of PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.
- 17.0 Jurisdiction.** This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. NORTA hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.
- 18.0 Severability.** If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.
- 19.0 Inspector General.** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2155.10.
- 20.0 Entire Agreement.** This Agreement constitutes the entire Agreement between PARISH and NORTA, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PARISH, through its Council Chairman, and NORTA by its authorized representative.

This Agreement is fully executed on the latest date indicated below.

DATE:

PARISH OF JEFFERSON

5/30/2023

BY: 
Scott A. Walker, Council Chairperson
Jefferson Parish Council

DATE:

**New Orleans Regional Transit
Authority**

BY:_____

**Lona E. Hankins
Chief Executive Officer**



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

504.827.8300
www.norta.com

RESOLUTION NO. _____

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO RATIFY AND AMEND A COOPERATIVE ENDEAVOR
AGREEMENT WITH THE PARISH OF JEFFERSON FOR MOBILE TICKETING AND
REAL-TIME INFORMATION INTEGRATION**

Introduced by Commissioner _____, seconded
by Commissioner _____.

WHEREAS, the New Orleans Regional Transit Authority (RTA) and the Parish of Jefferson (JP) have agreed to enter a Cooperative Endeavor Agreement (CEA) that will allow JP to pilot the sale of tickets and passes for JP Transit through the RTA's mobile application, "Le Pass"; and

WHEREAS, Le Pass already provides real-time vehicle information and trip planning for both RTA and JP Transit in Le Pass; and

WHEREAS, JP does not have its own mobile application nor any mobile ticketing offering; and

WHEREAS, JP has contracted directly with RTA's mobile ticketing vendor, Token Transit, to provide mobile ticketing services; and

WHEREAS, JP and RTA both currently sell a Regional Ride day pass that allows riders unlimited rides on either system that will be available through either agency in the mobile application in addition to each agency's own tickets and passes; and



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

504.827.8300
www.norta.com

RESOLUTION NO. _____

Page 2

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) to ratify the Cooperative Endeavor Agreement (CEA) with the Parish of Jefferson.

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 22nd DAY OF AUGUST 2023.

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 23-149

Board of Commissioners

Cooperative Endeavor Agreement (CEA) between the Parish of St. Bernard Government and the RTA

| | |
|---|---|
| DESCRIPTION: Authorize RTA CEO to Negotiate and Execute a Cooperative Endeavor Agreement between the Parish of St. Bernard Government | AGENDA NO: Click or tap here to enter text. |
| ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other | |

RECOMMENDATION:

Authorize the RTA CEO to Negotiate and Execute a Cooperative Endeavor Agreement between the Parish of St. Bernard Government to operate RTA transit service within St. Bernard Parish lines.

ISSUE/BACKGROUND:

Since September 25, 2022, the RTA, has supplemented St Bernard Urban Rapid Transit by operating three fixed routes in the Parish. RTA's bus routes, the #8 St. Claude -Arabi, #84 Galvez - Lower 9th Ward, and #86 Maurice - Chalmette were extended as a part of the agency bus redesign which was guided by the recommendations set forth in New Links and approved by the RTA Board of Commissioners. Subsequently, on June 4, 2023, the RTA, in coordination with St. Bernard Parish and the Leadership of Nunez Community College, extended route #86 Maurice to provide RTA transit service to Nunez Community College to improve access to this important educational institution.

DISCUSSION:

The RTA remains committed to improving regional connections, particularly in St. Bernard Parish where there is an important opportunity to provide access to Nunez Community College, home to the only aviation program in the state of Louisiana, as well as a refinery technician program with provide living wage careers pathways upon completion. The service expansion into St. Bernard Parish also provides Lower Ninth Ward residents improved access to retail opportunities, including groceries.

In addition to the extended RTA transit service, the RTA continues to engage St. Bernard Parish on the opportunity to participate in our regional fare discussions and improvements to fare technology.

FINANCIAL IMPACT:

There is no financial impact currently.

NEXT STEPS:

Upon Board approval, staff will amend the CEA with the Parish of St. Bernard.

ATTACHMENTS:

1. Resolution

Prepared By: Katherine Bush Felton
Title: Chief of Staff

Reviewed By: Dwight Norton
Title: Interim Chief of Planning and Capital Projects

Reviewed By: Christopher Clark
Title: Interim Chief of Transit Delivery



Lona Edwards Hankins
Chief Executive Officer

9/6/2023

Date



RESOLUTION NO. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

**AUTHORIZE THE RTA'S CEO TO NEGOTIATE AND EXECUTE A COOPERATIVE
ENDEAVOR AGREEMENT BETWEEN THE REGIONAL TRANSIT AUTHORITY ("RTA")
AND THE PARISH OF ST. BERNARD GOVERNMENT ("PARISH") TO EXTEND BUS
SERVICE**

Introduced by Commissioner _____, seconded by Commissioner
_____.

WHEREAS, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private organization, corporation, or individuals; and

WHEREAS, PARISH is a constitutionally and statutorily-created local political body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into Cooperative Endeavor agreements; and

WHEREAS, as indicated by LSA-R.S. 48:1651 et al., RTA is a statutorily created local political body of the State of Louisiana with a statutory authority to contract, including entering into Cooperative Endeavor agreements; and

WHEREAS, PARISH and RTA are authorized to enter into this Cooperative Endeavor Agreement pursuant to La. R.S. 33:1324 which permits any parish, municipality or political subdivision of the state, or any combination thereof, to make agreements between or among themselves for purposes of mass transportation; and

WHEREAS, The RTA desires to operate certain public transportation services in St. Bernard Parish, and the Parish is agreeable to allowing said certain public transportation services to supplement those currently provided by the St. Bernard Urban Rapid Transit ("SBURT")

WHEREAS, the residents of Orleans and St. Bernard Parish will benefit from the efforts of these parties working together; and

NOW, THEREFORE, BE IT RESOLVED to Authorize RTA CEO to Negotiate and Execute a Cooperative Endeavor Agreement between the Parish of St. Bernard Government to operate RTA transit service within St. Bernard Parish lines.

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

YEAS: _____
ABSTAIN: _____
ABSENT: _____

AND THE RESOLUTION WAS ADOPTED ON THE ____ DAY OF MONTH, 2023.

MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 23-160

Operations & Administration Committee

[09.19.23 Ops Committee PowerPoint Presentation]




September 19, 2023

Regional Transit Authority

**Operations & Administration
Committee**



The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held on Tuesday, September 19, 2023, at 9:00 a.m. Please be advised that mask-wearing is encouraged inside the boardroom.



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



Agenda

- 1. Call to Order**
- 2. Roll Call**



Agenda

3. Consideration of Meeting Minutes

[Operations & Administration Meeting Minutes – August 10, 2023]

23-158



Agenda

4. Committee Chairman's Report



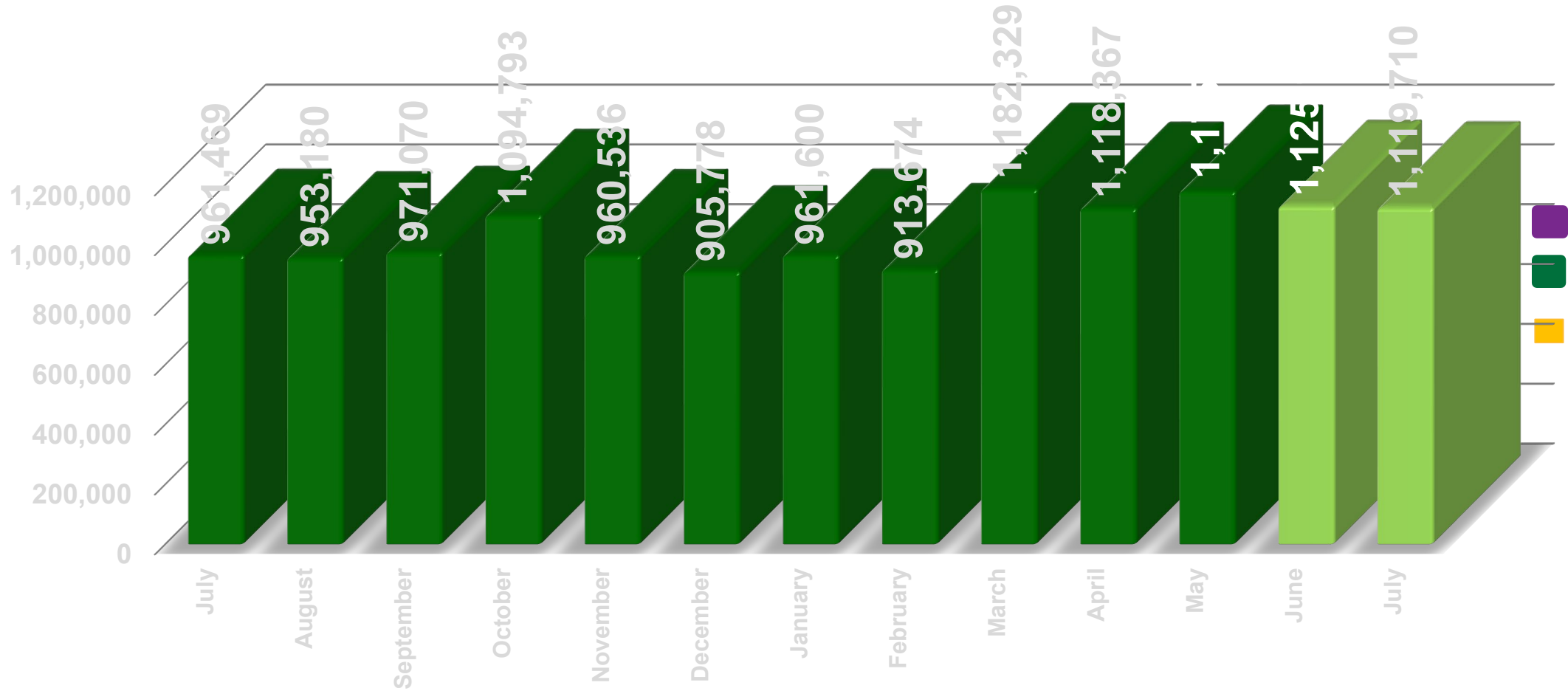
Agenda

5. Chief Executive Officer's Report



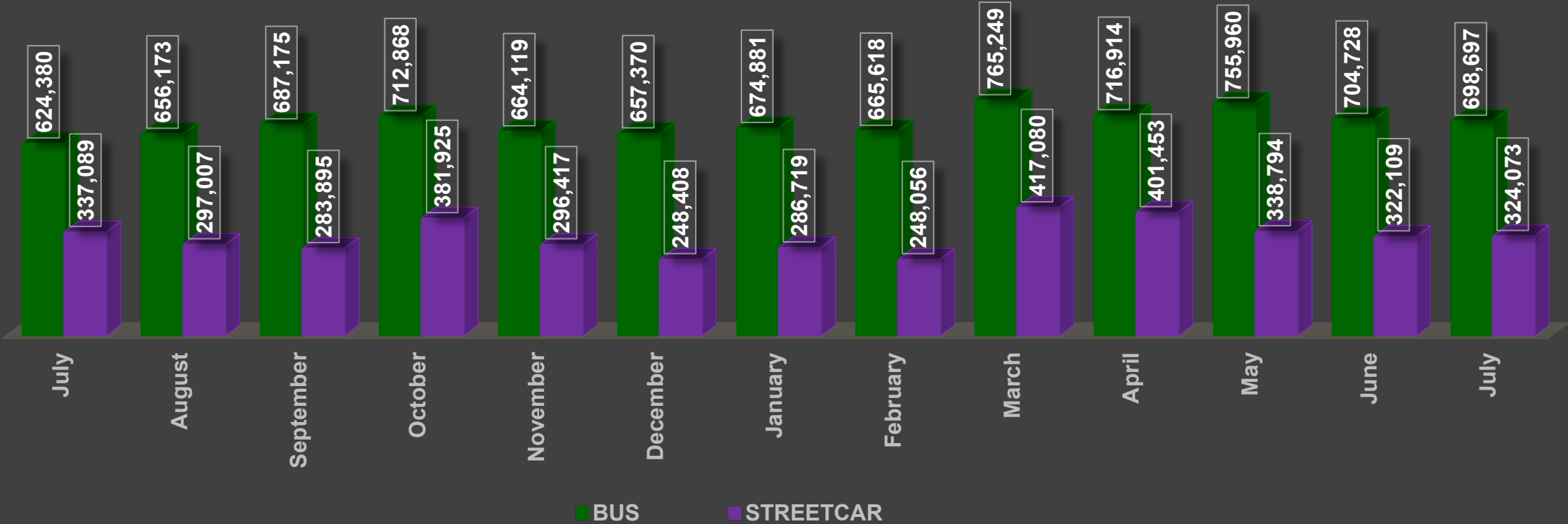
Agenda

6. Chief Transit Officer's Report



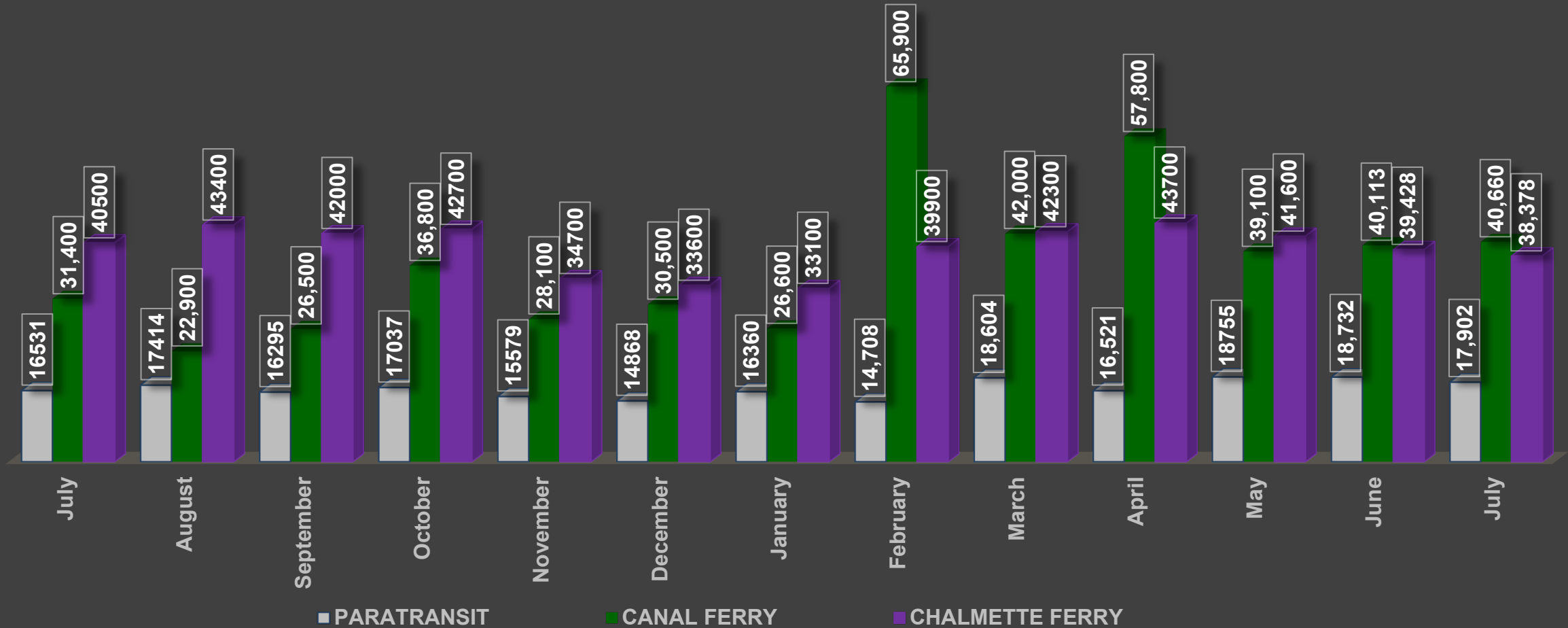
TOTAL RIDERSHIP – BUS, STREETCAR, PARATRANSIT & FERRY:
System ridership saw a 4.4% decrease from the previous month.

BUS & STREETCAR RIDERSHIP | JULY 2023



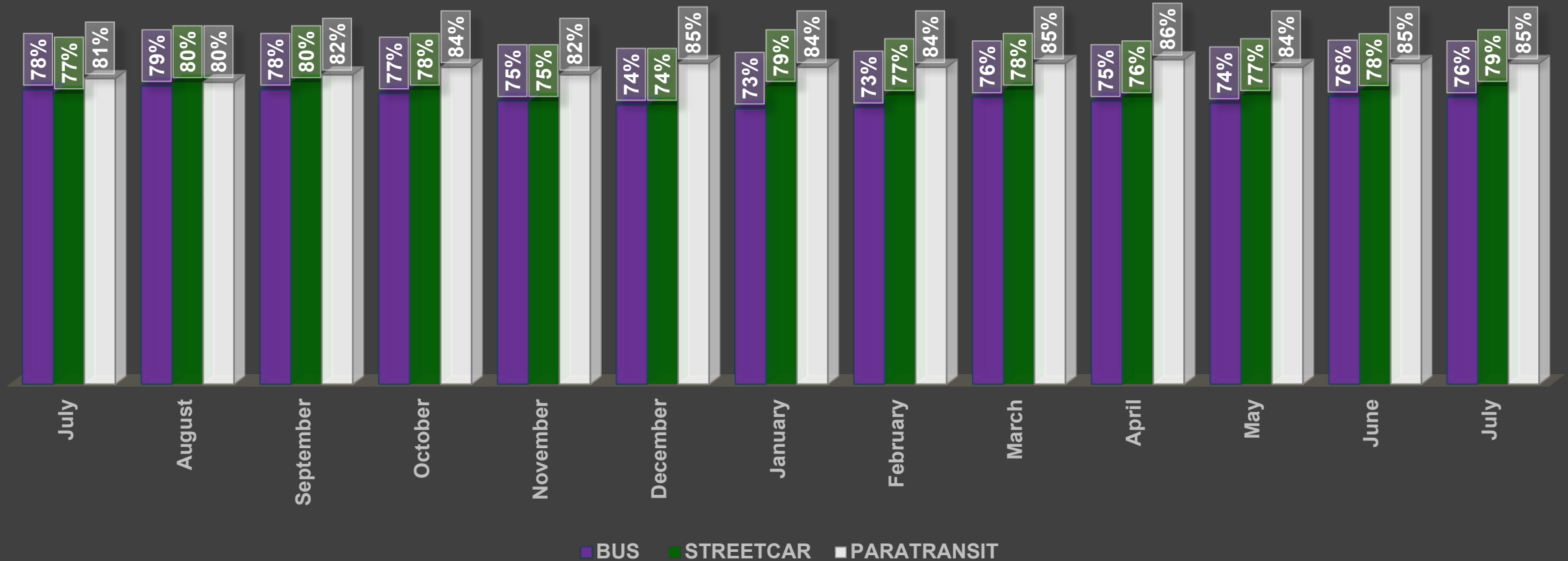
BUS AND STREETCAR RIDERSHIP: Bus ridership experienced a decrease for the month. Streetcar experienced an increase.

PARATRANSIT & FERRY RIDERSHIP | JULY 2023



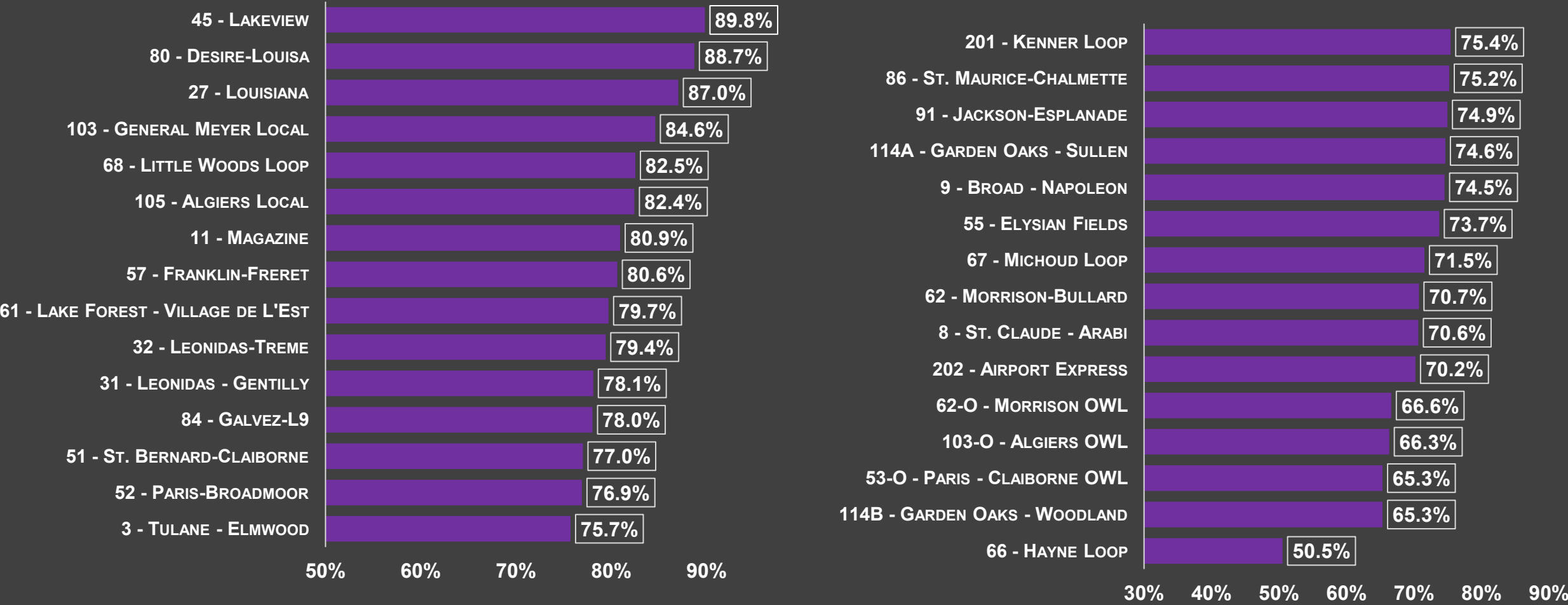
PARATRANSIT AND FERRY RIDERSHIP: Paratransit ridership decreased by 4.4% from June to July. Ferry decreased by less than 1% from June to July.

ON-TIME PERFORMANCE | BUS, STREETCAR & PARATRANSIT

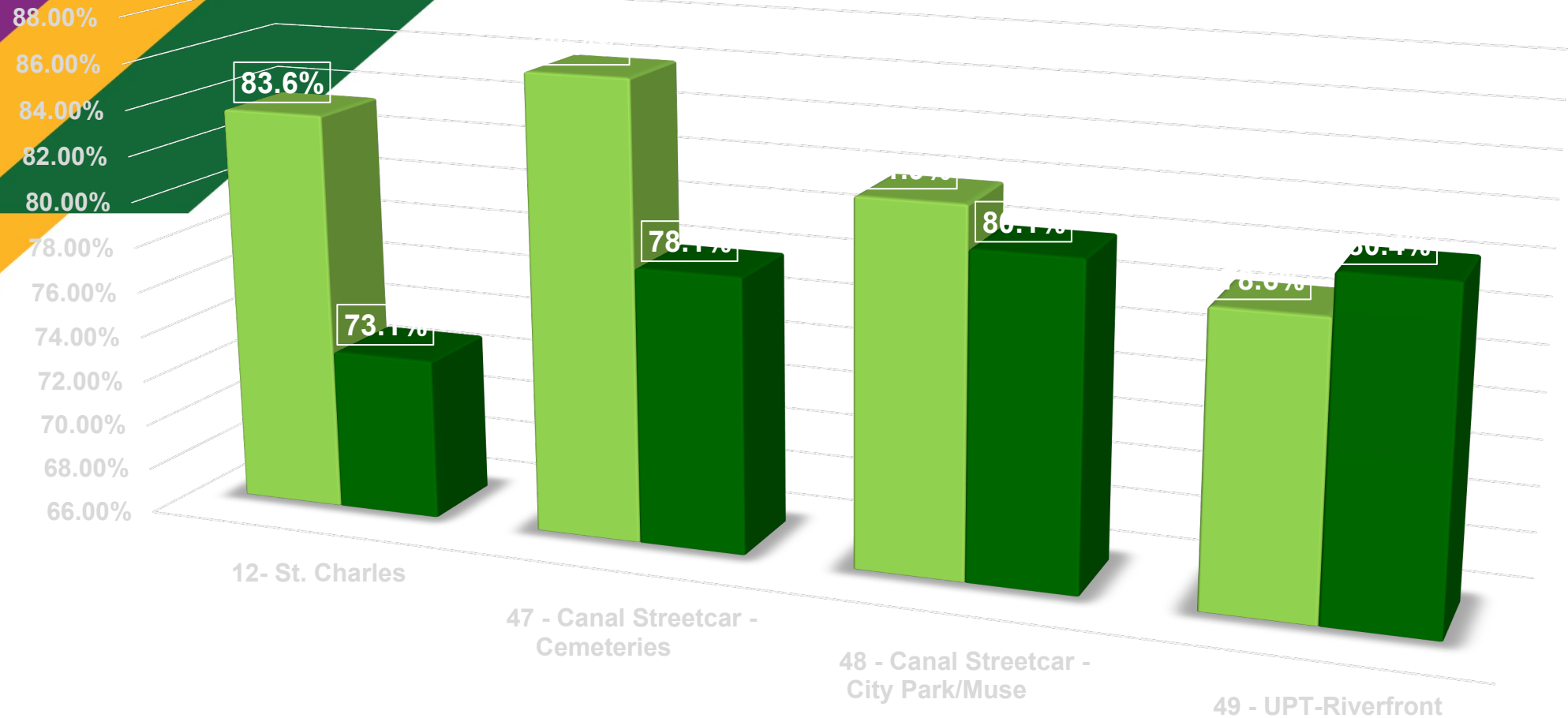


ON-TIME PERFORMANCE BUS, STREETCAR, AND PARATRANSIT: Bus saw no change to its performance for the month while Streetcar has been gradually increasing.

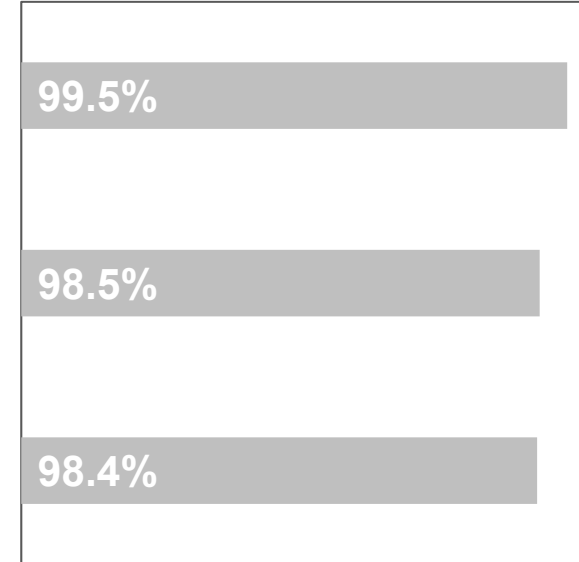
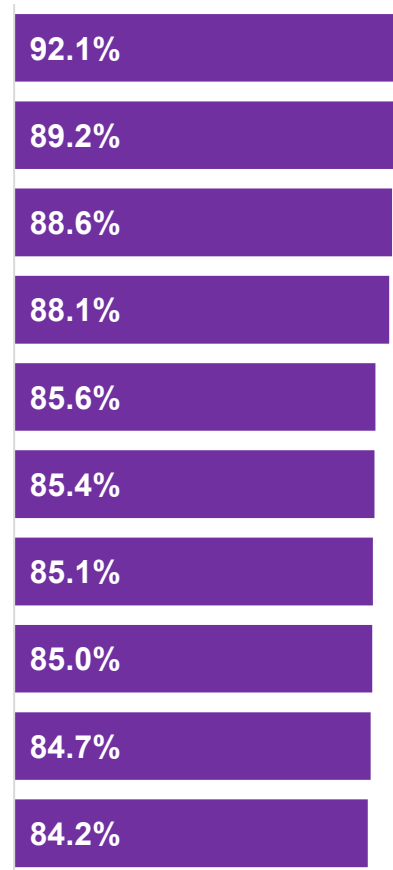
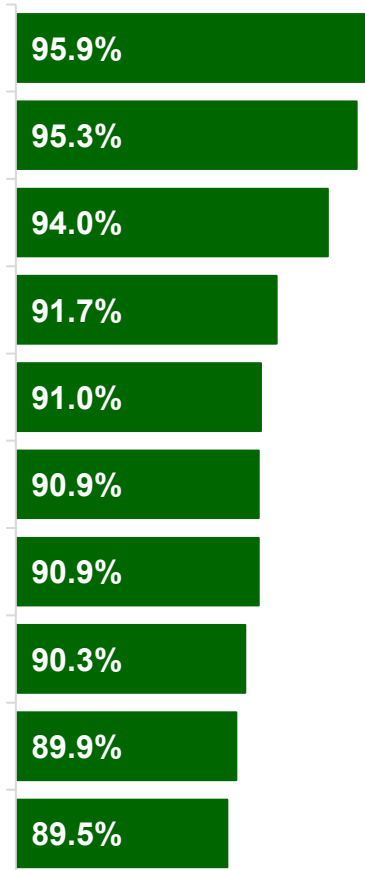
BUS ON-TIME PERFORMANCE BY ROUTE



Streetcar OTP- JULY 2023



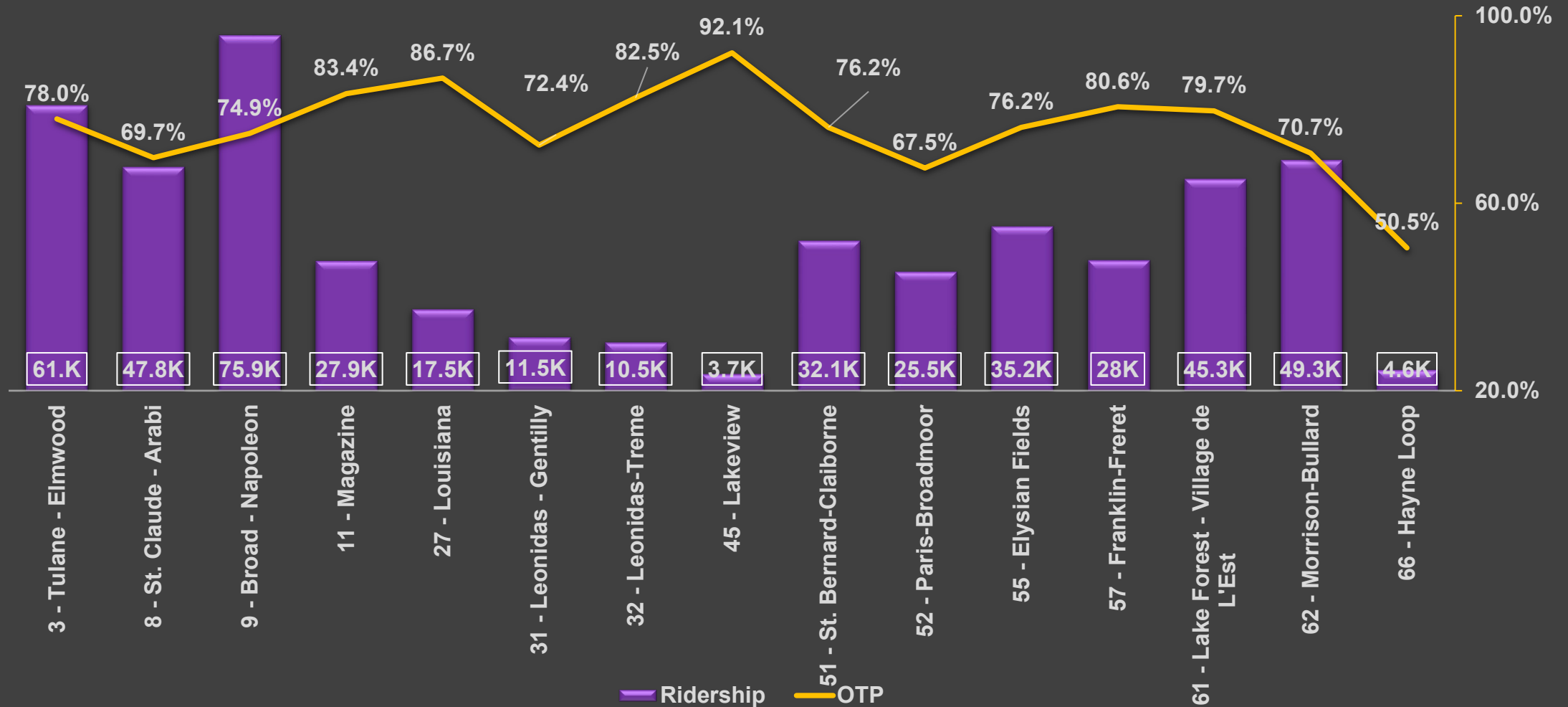
ON-TIME-PERFORMANCE STREETCAR: The UPT-Riverfront performed better than all others and was the only line to see an increase from June to July.



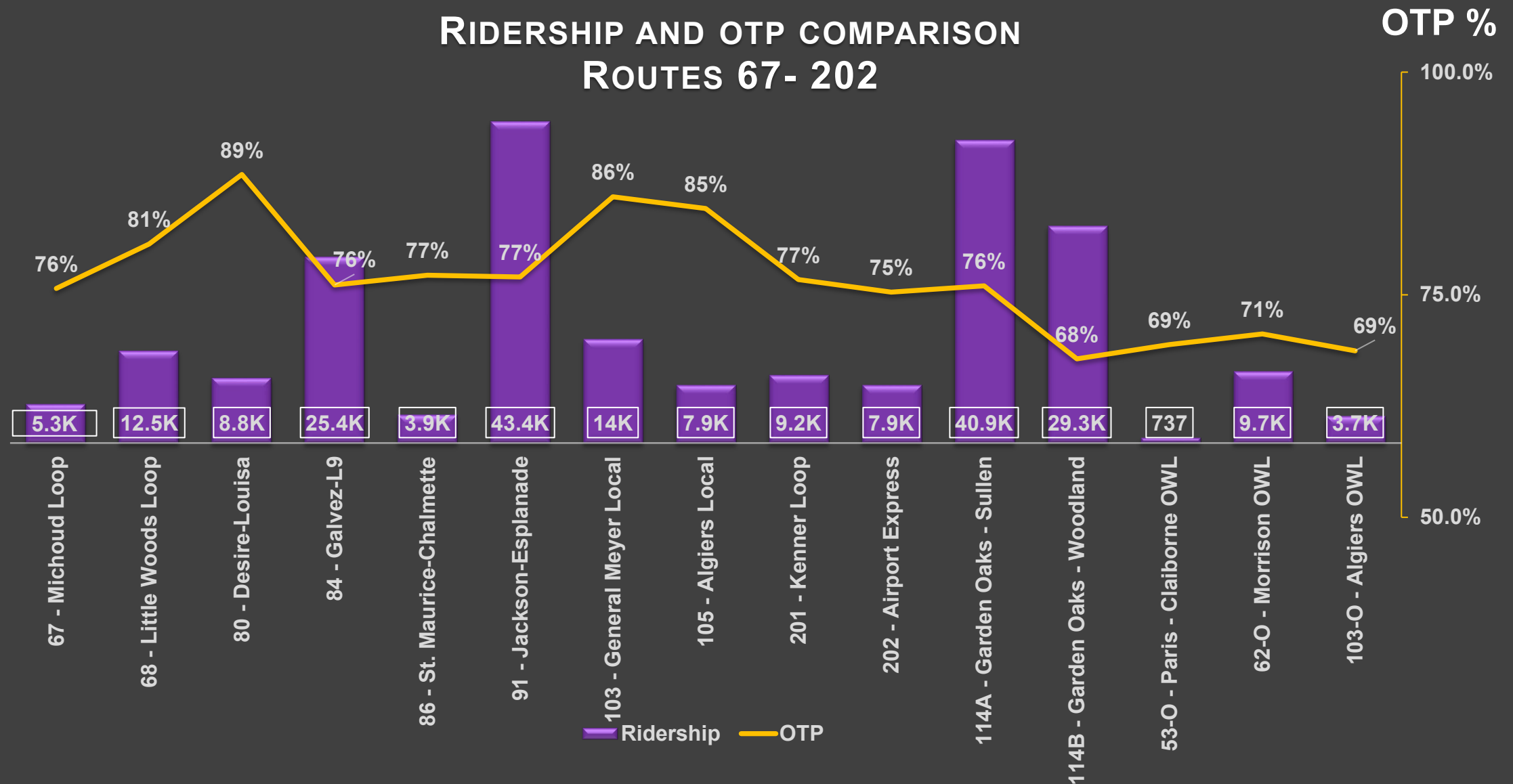
TOP ON-TIME-PERFORMANCE BY MODE:

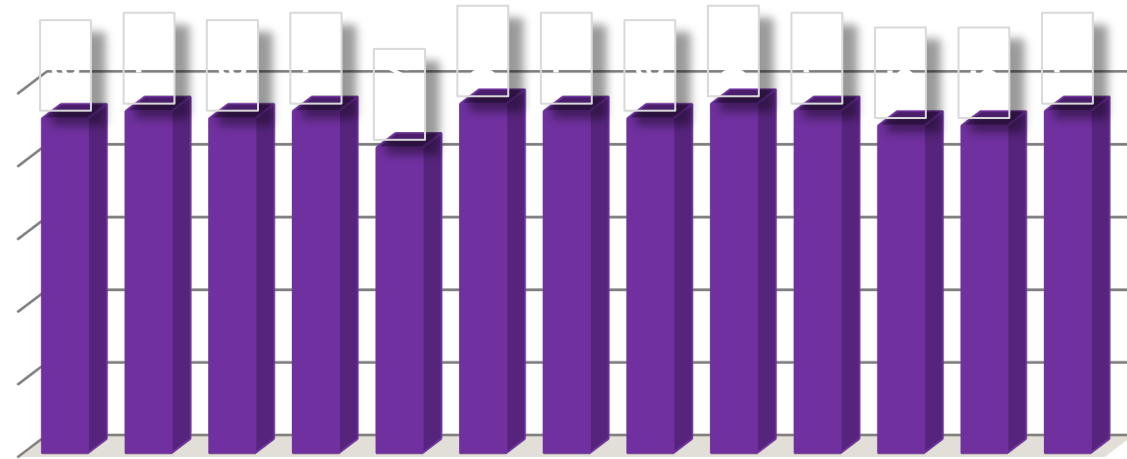
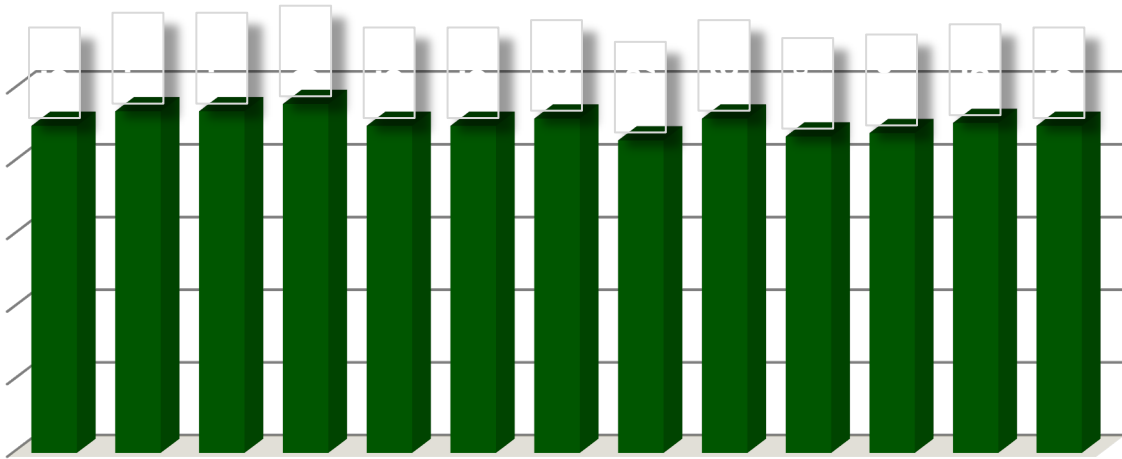
RIDERSHIP AND OTP COMPARISON ROUTES 3 - 66

OTP %



RIDERSHIP AND OTP COMPARISON ROUTES 67- 202





SERVICE DELIVERY: PROVIDED 95% OF OUR SCHEDULED SERVICE FOR BUS AND 97% FOR STREETCAR.

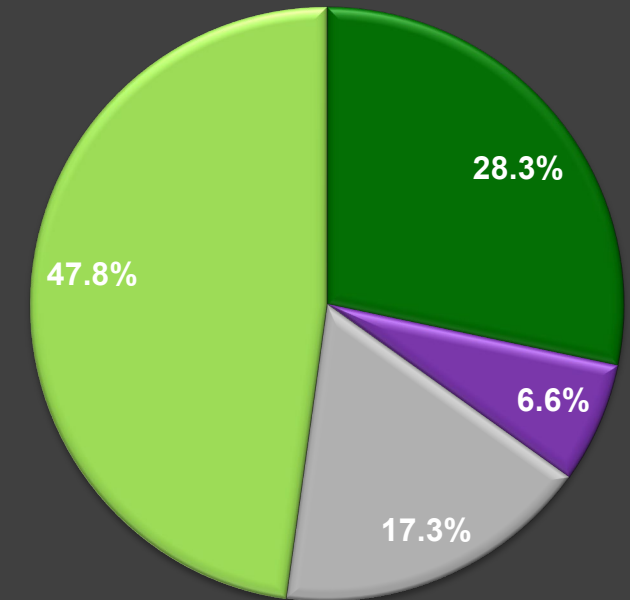
LONG-TERM DETOURS AFFECTING ALL MODES

LASTING LONGER THAN A SERVICE DAY

| ROUTES AFFECTED BY LONG-TERM DETOURS | CAUSE |
|--------------------------------------|-------------------|
| 3 - Tulane/Elmwood | Road Construction |
| 9 - Broad/Napoleon | Road Construction |
| 11- Magazine | Route Adjustment |
| 27 - Louisiana | Service Stop |
| 31 - Leonidas/Gentilly | Road Construction |
| 32 - Leonidas/Tremé | Road Construction |
| 47, 48, 49 - Canal | Slow Zone |
| 51 - St. Bernard/Claiborne | Road Construction |
| 53 - Paris/Claiborne | Road Construction |
| 55 - Elysian Fields | Road Construction |
| 57 - Franklin/Freret | Road Construction |
| 62 – Lake Forest –Village de L'East | Large Hole |
| 84 - Galvez | Road Construction |
| 86 - St. Maurice | Low Hanging Wires |
| 144B – Garden Oaks - Woodland | Street Buckling |

PERCENTAGE OF TEMPORARY DETOURS BY CAUSE

- Road Closure/Construction
- Traffic Blocked
- Civilian Accident
- Police Activity



Questions?





Agenda

7. Chief Asset Manager Officer's Report



Fleet Data on Revenue Vehicles

August 2023 ALL MODES

Average Number of Vehicles Out of Service

Bus: 56 daily average for the month, 6 bus increase

Paratransit: 22 daily average for the month, 2 bus decrease

Streetcar:

Red Car: 7 daily average

Green Car: 6 daily average

Average Number of Vehicles Waiting on Parts

Bus: 5 daily average for the month, 1 bus increase from the previous month

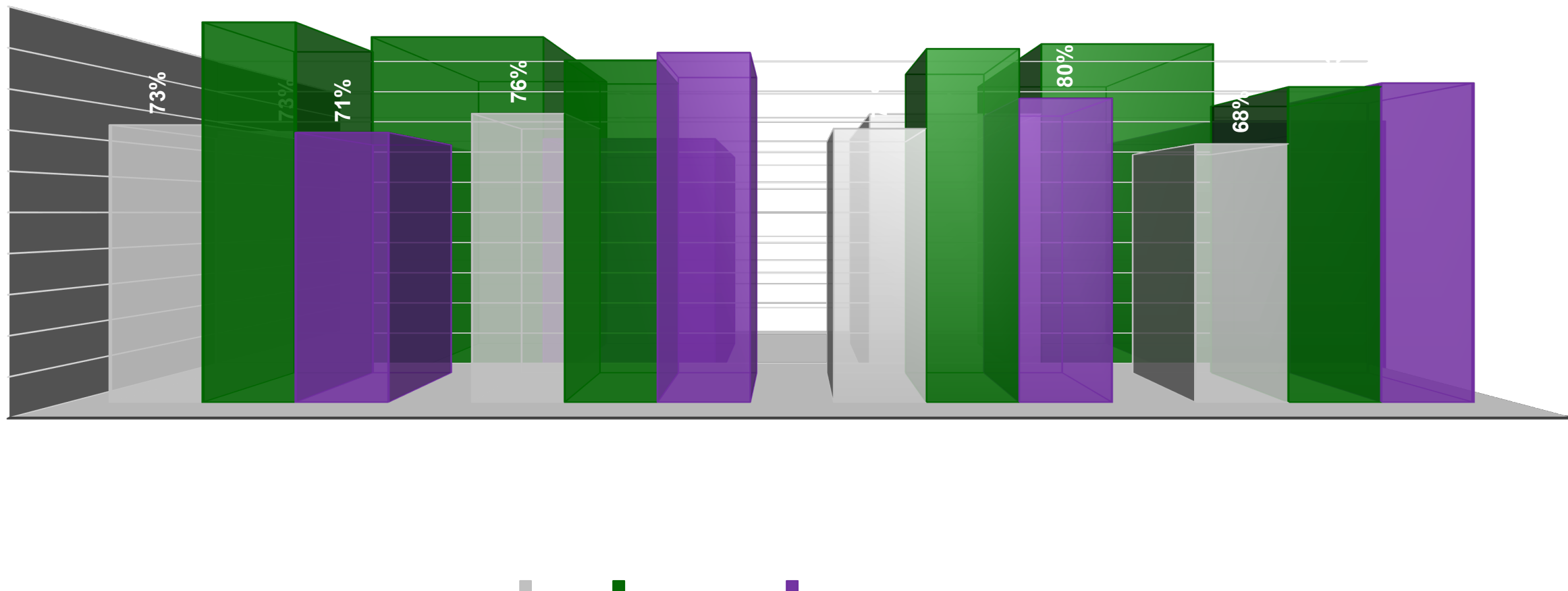
Paratransit: 2 daily average for the month, 3 bus decrease

Streetcar: 7 (Inverters)

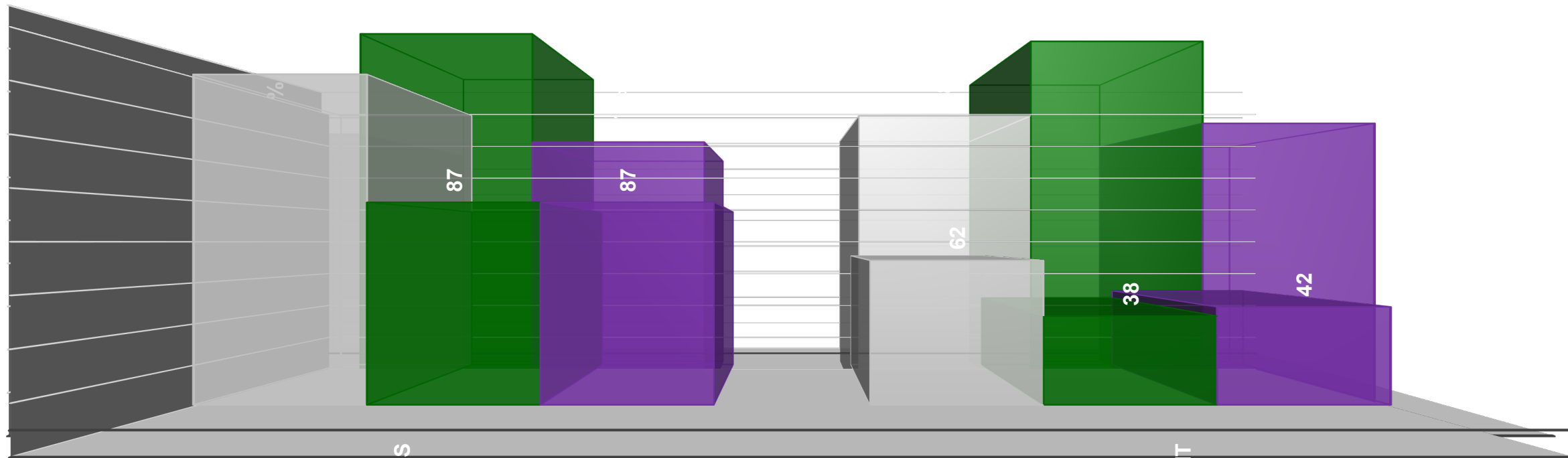
Average Number of Vehicles at Outside Vendor

Bus: 13 daily average for the month, 2 bus increase

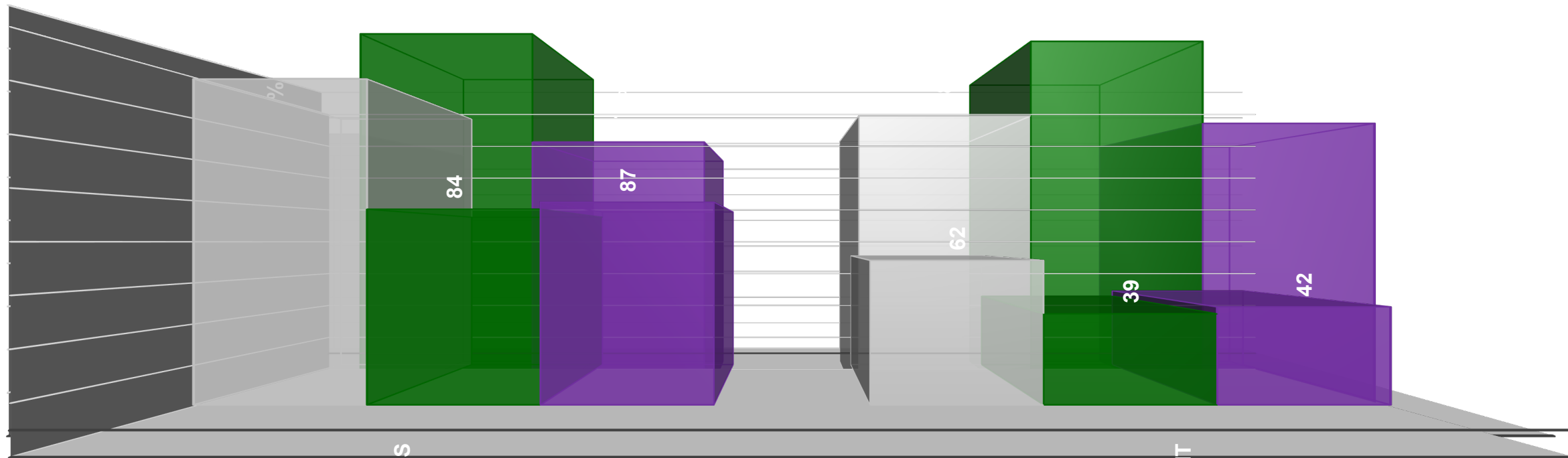
Paratransit: 5 daily average for the month, no change from previous month



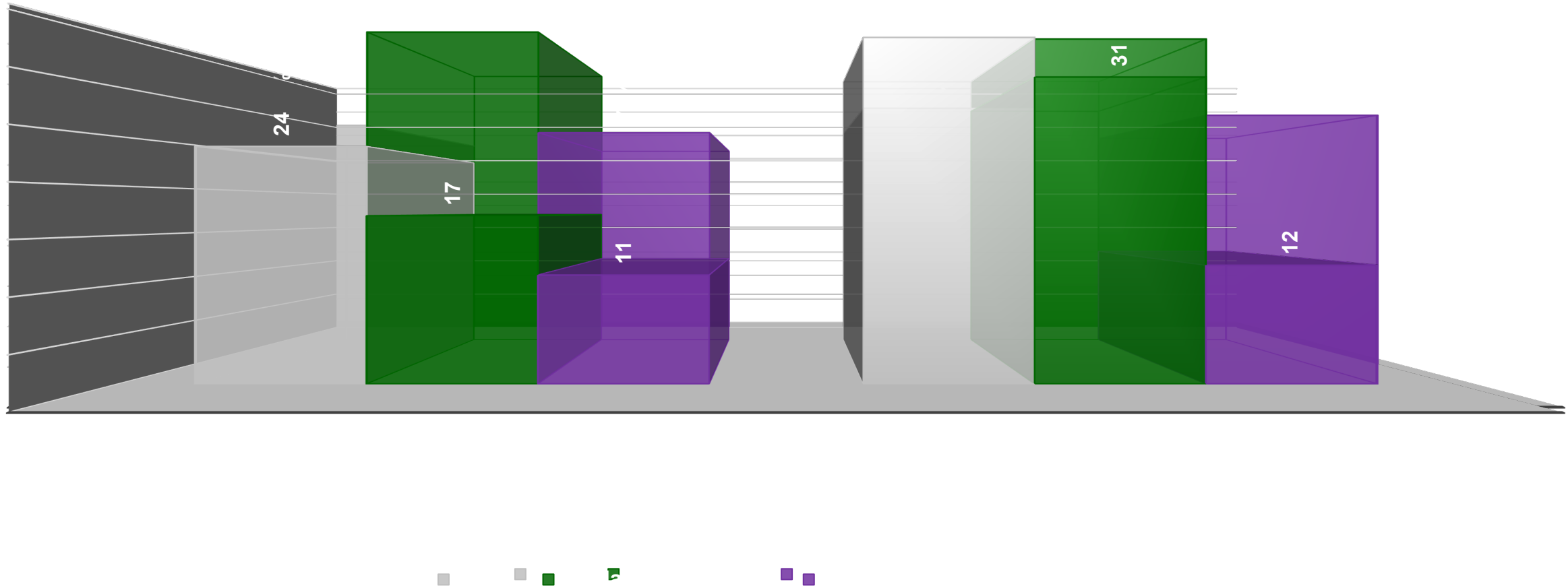
PREVENTATIVE MAINTENANCE COMPLIANCE BUS, STREETCAR, AND PARATRANSIT: Fixed Route PM Compliance dropped in August due to PMs being done early and PM seeding. Factoring out PM's done early for correction fixed would be at 82% compliant for the month of August. Our PM Compliance Goal Remains at 90%.



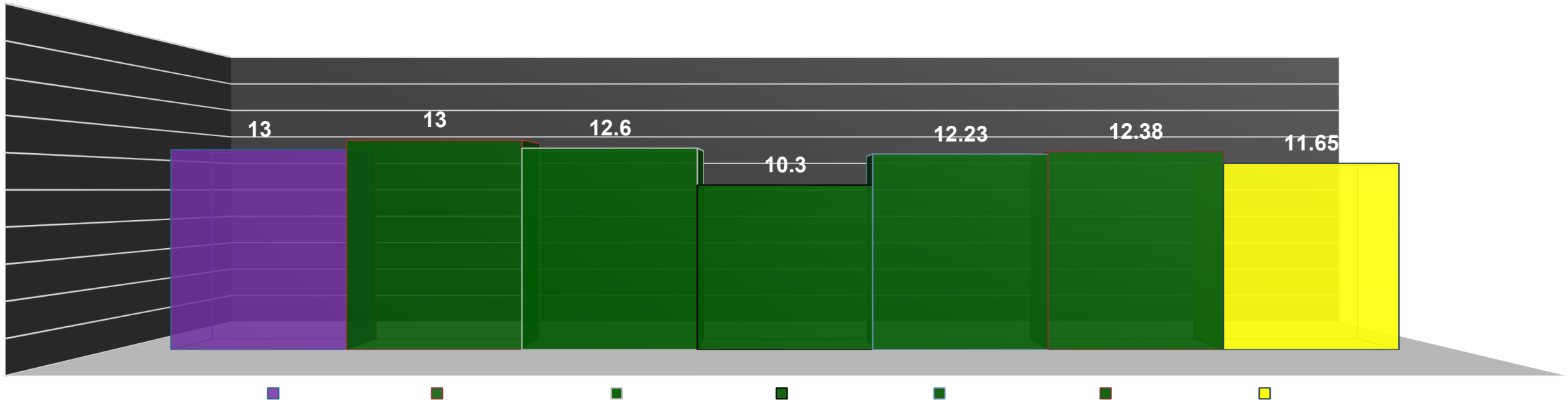
BUS AND PARATRANSIT FLEET AVAILABILITY: Bus experienced a 3-bus decrease in bus availability. Paratransit increased in availability by 1 from the previous month.



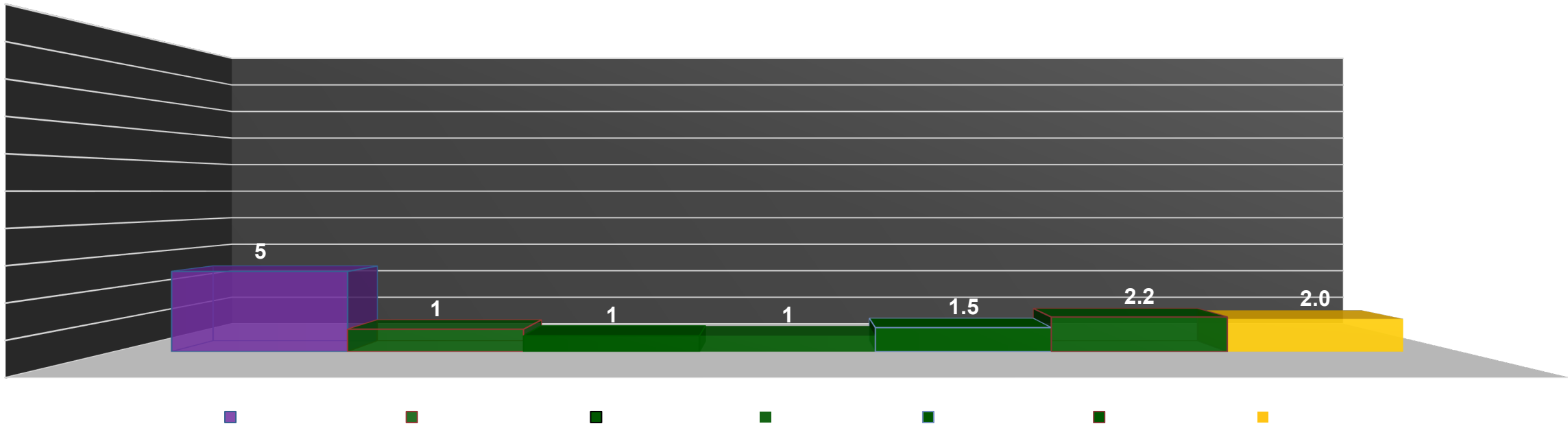
BUS AND PARATRANSIT FLEET AVAILABILITY: Bus experienced a 3-bus decrease in bus availability, the agency also had to retire two buses in August due to extensive damage.



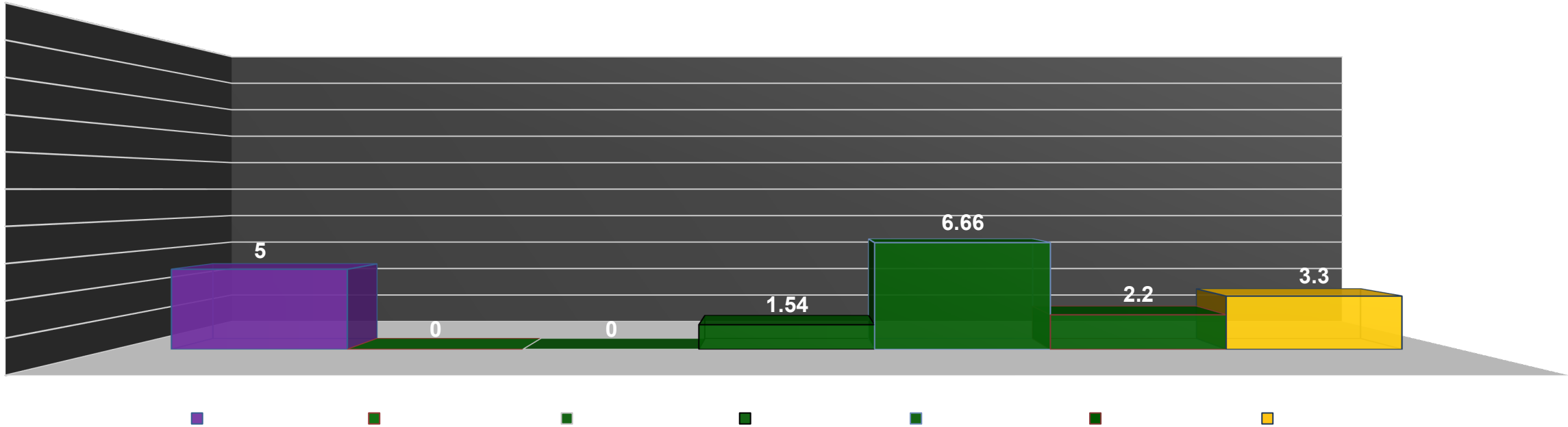
STREETCAR FLEET AVAILABILITY: Streetcar remained the same with availability between the cars for the last two months. We are currently waiting for red car inverters to come in.



ROAD CALL MILEAGE: Fixed Route bus has decreased in August compared to previous months, a goal of 13 mechanical road failures per 100,000 miles.



ROAD CALL MILEAGE: Paratransit had a .2-failure increase at 2.0, with a goal of 5 for chargeable mechanical road failures per 100,000 for the month of August.



ROAD CALL MILEAGE:. Streetcar had a 1 failure increase at 3.3, with a goal of 5 for chargeable mechanical road failures per 100,000 for the month of August 2023.



Procurements and Updates

- **Vehicles – 6 of 17 1500 series trucks are in**
- **Service Truck**
- **3500 series trucks**
- **Bus – 21 bus PO has been issued**
- **General Bus parts solicitation out for bid**
- **Emergency Technicians 4 on site**
- **New Flyer Training Sept 25th**
- **Cummins Engine Training**
- **Streetcar Motor Procurement**
- **Upcoming Shift Pick**
- **Carrolton track repair should be completed on 9/23/2023**

Questions?





Agenda

8. Chief Safety/Security Officer's Report



Public Safety Report: Crimes – August 2023

| Crimes | Location | Count | YTD | YTD 2022 |
|---------------------------------|---------------|-------|-----|----------|
| Aggravated Assault | | | 3 | 4 |
| Aggravated Battery | | | 1 | 1 |
| Armed Robbery | | | 1 | |
| Arson | | | | |
| Attempted Motor Vehicle Theft | | | | |
| Burglary | | | | 1 |
| Criminal Damage | Bus, Bus Stop | 2 | 10 | 17 |
| Disorderly Conduct/Mask Refusal | | | 1 | 1 |
| Disturbing the Peace | | | 1 | 1 |
| DUI | | | | |
| Embezzlement/Fraud | | | | |
| Fighting | | 2 | 2 | 3 |
| Forgery/Counterfeiting | | | | |
| Homicide – RTA Transit | | | 1 | |
| Larceny (Snatch/Pickpocket) | | | 1 | |
| Larceny (Theft) | | | 1 | 2 |
| Mental | | | | |
| Motor Vehicle Theft | | | 1 | 2 |
| Narcotic Drug Laws | | | | |
| Public Drunkenness | | | 1 | |
| Rape | | | | |
| Receiving Stolen Property | | | | |
| Sex Crimes/Lewd | | | 3 | |
| Simple Battery | Bus, Bus Stop | 3 | 7 | 3 |
| Simple Robbery | Bus | 1 | 2 | |
| Threats | | | 3 | 1 |
| Weapon Violations | | | | |

Note: Homicides that occur on RTA property are investigated by other law enforcement agencies. These cases are shown here for public information; however, the cases are reported by the outside agency and are not included in RTA crime statistics.

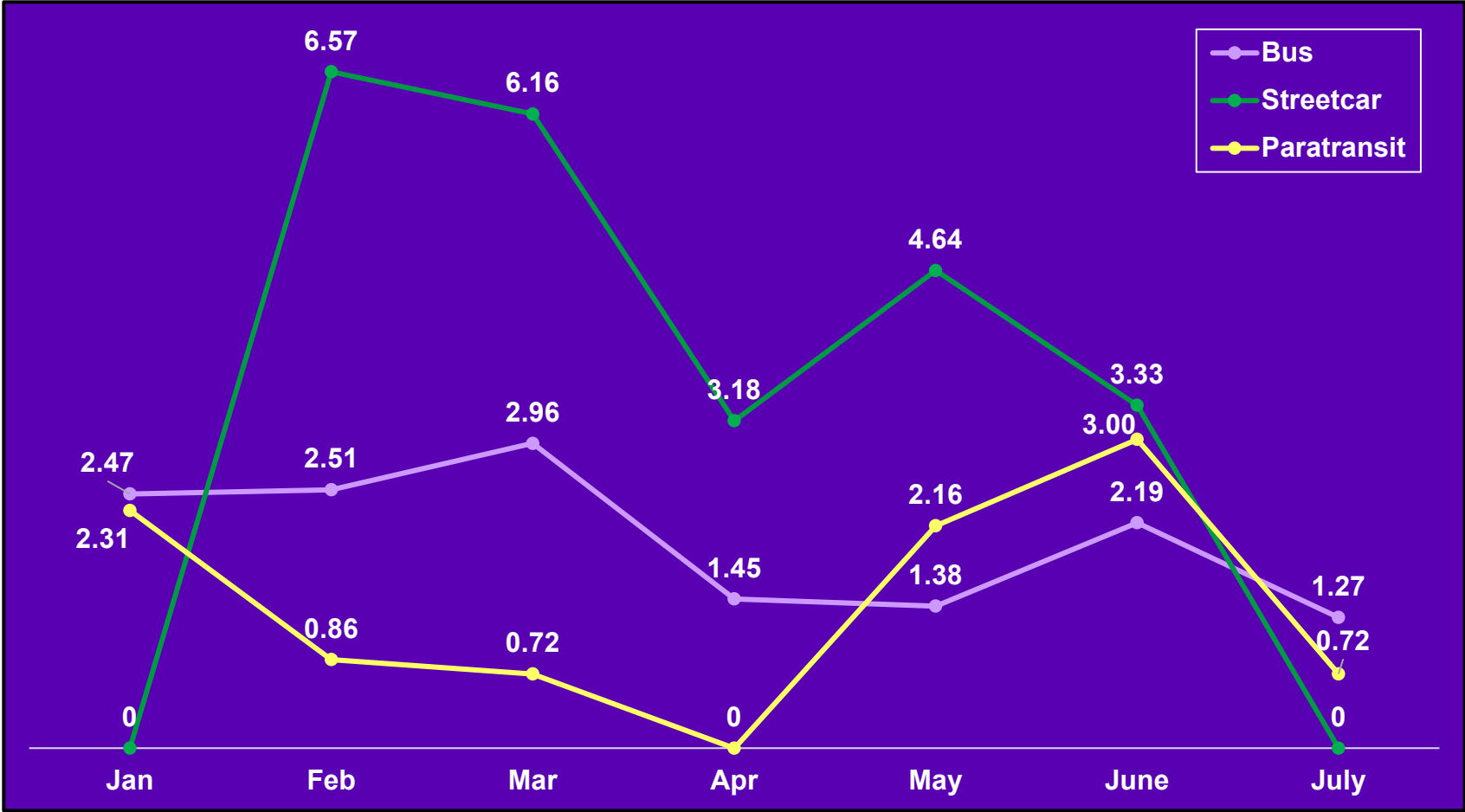


Public Safety Activity Report – August 2023

| Enforcement Efforts | Monthly Totals | YTD Totals |
|------------------------------------|----------------|------------|
| Arrests | 3 | 10 |
| Summons | 3 | 4 |
| Calls for Service | 30 | 255 |
| Boarding Inspections | 171 | 1,349 |
| Ride Alongs | 12 | 78 |
| Unhoused Checks | 49 | 298 |
| Citations | 15 | 61 |
| Fare Evasion/Dispute | | |
| TVM Count | | |
| Written Warnings/Reports to Follow | 31 | 201 |
| Unhoused: Contacts & Referrals | | |
| Contacts | 41 | 280 |
| Referrals | 3 | 31 |



Preventable Safety Events – July 2023



Preventability rate = number of collisions deemed preventable based on agency standards per 100,000 revenue miles per mode. RTA's current goals are <2.3 for streetcar and <1.5 for bus and paratransit.

Safety Report – July 2023

Preventable Safety Events by Mode

| Mode | Rate ¹ | Monthly Total | YTD 2023 | YTD Comparison (2022) |
|--------------------------------------|-------------------|---------------|----------|-----------------------|
| Bus | 1.27 | 7 | 81 | 62 |
| Streetcar - Collisions | 0.00 | 0 | 10 | 15 |
| • Streetcar – Other State Reportable | -- | 0 | 4 | 2 |
| Paratransit | 0.72 | 1 | 13 | 4 |

1. Preventability rate = number of collisions deemed preventable based on agency standards per 100,000 revenue miles per mode. RTA's current goals are <2.3 for streetcar and <1.5 for bus and paratransit.

Workplace Injuries

| Type | Monthly Total | YTD 2023 | YTD Comparison (2022) |
|------------------------------|---------------|----------|-----------------------|
| OSHA Recordable ² | 1 | 15 | 25 |
| OSHA Reportable | 0 | 1 | 0 |

2. RTA follows OSHA guidance on recordable and reportable incident types.

Questions?





Agenda

9. Authorizations

Cooperative Endeavor Agreement (CEA) between
The Parish of Jefferson (JP) and Regional Transit
Authority for mobile ticketing integration (Le Pass)
(REVISED) 23-126

Cooperative Endeavor Agreement (CEA) between
The Parish of St. Bernard Government and the RTA 23-149



Agenda

10. Audience Questions & Comments



Agenda

11. New Business



Agenda

12. Adjournment