



# 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.

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Special Instructions:

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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

**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 17<sup>th</sup> 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.

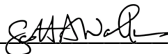
- 15.0 Employment of Parish Personnel.** NORTA certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of PARISH.
- 16.0 Annual Appropriation.** Agreement is contingent upon the 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 24<sup>th</sup> 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**