

**COOPERATIVE ENDEAVOR AGREEMENT TO SUPPORT
SPECIAL EVENT FERRY SERVICE
BETWEEN
NEW ORLEANS REGIONAL TRANSIT AUTHORITY
AND THE
CITY OF GRETNA**

THIS COOPERATIVE ENDEAVOUR AGREEMENT, ("CEA") is made and entered into between the New Orleans Regional Transit Authority ("RTA"), located at 2817 Canal St, New Orleans, Louisiana 70119 and the City of Gretna, located at 740 2nd St, Gretna, Louisiana 70053, on this, the ____ day of _____, 20__ ("Effective Date"), for the public purposes hereinafter stated.

WITNESSETH:

WHEREAS, the Department of Transportation and Development, State of Louisiana ("DOTD") entered into a Cooperative Endeavor Agreement dated the 16th day of February 2014, with the RTA to provide certain ferry services as agreed upon, and to operate and maintain certain ferry terminals, including the one located with the City of Gretna ("Gretna Ferry Terminal").

WHEREAS, the DOTD subsequently entered into a Cooperative Endeavor Agreement dated the 9th day of October, 2023 with the City of Gretna to operate and maintain the Gretna Ferry Terminal;

WHEREAS, RTA and the City of Gretna have discussed the benefit to the general public if ferry service is available for use by the public for the Canal Street Terminal to Gretna Terminal ferry service line for the for special event "Ferry Service" including, but not limited to Gretna Fest and Luna Fete.

WHEREAS, RTA has entered into an Agreement for Ferry Service Operations and Maintenance("Ferry Agreement") with Labmar Ferry Services, LLC ("LFS") to operate certain ferry services, maintain and operate the Canal St. Ferry Terminal and the Gretna Ferry Terminal; and pursuant to its agreement, at the request of RTA, LFS may provide certain discretionary ferry services, including the Canal Street to Gretna ferry service line ("Ferry Service"); and

NOW THEREFORE, RTA and the City of Gretna agree as follows:

**ARTICLE I
PURPOSE**

1.1 The purpose of this CEA is to establish the terms and conditions applicable for RTA directing LFS to operate temporarily activate the Gretna Ferry Terminal and provide ferry service for the mutually agreed service dates and times.

1.2 The parties understand and agree that, notwithstanding any provision contained herein to the contrary, the intent to provide the Ferry Service provided for herein shall not interfere with or impede in any way RTA and/or LFS's obligations to provide ferry services pursuant to its Ferry Agreement, such that it may be necessary, on extremely short notice, to suspend and/or terminate the Ferry Service provided for herein.

ARTICLE II

RESPONSIBILITIES OF THE PARTIES

2.1 Responsibilities of RTA:

2.1.1 The RTA will utilize LFS, provided there is an available vessel and crews, to provide Ferry Service, which shall consist of one ferry vessel and full complement of crew to run from and between the Canal St Ferry Terminal and the Gretna Ferry Terminal.

The City of Gretna will submit a preliminary annual special event service request by June 1st for agency consideration and to inform accurate ferry service revenue and expenses. At least 90 days prior to the special event ferry activations, the City of Gretna will request the special event service in writing. At that point the service details, including the dates, and costs of special event ferry shall be agreed upon, in writing.

2.1.2 The Ferry Service shall operate in accordance with the terms and conditions provided for by the Ferry Agreement and shall be subject to the applicable approved fare schedule for the public transportation service.

2.1.3 The RTA will invoice the City of Gretna with the actual costs following the completion of service. The RTA will provide an estimate prior to the finalization of the special event ferry service.

2.1.4 The RTA will provide confirmation of the special service 30 days prior to the special event. The RTA and the City of Gretna will agree in writing concerning the dates and hours of service as well as estimated costs which will be reimbursed by the City of Gretna.

2.2 Responsibilities of the City of Gretna

2.2.1 The City of Gretna, its officers, agents, and employees, nor any other entity related to special events, shall not supervise or perform any services in connection with the Ferry Service, except as specifically set forth herein.

2.2.2 The City of Gretna will submit a preliminary special event service plan to the RTA by June 1st of each year for agency consideration and to inform accurate ferry service revenue and expenses. Plus, the City of Gretna will submit a request in writing 90 days in advance of special event service, dates and hours of dedicated Ferry Service.

2.2.3 The City of Gretna shall not demand the payment of any applicable admittance or entrance fee to special events as a condition for an RTA rider to use the Ferry Service. In the event that any rider using the Ferry Service decides that s/he not attend and/or pay any admittance or entrance fee to the special events, the City of Gretna shall escort such rider, at no cost to the rider, from and/or to the Gretna Ferry Terminal, as the case may be, so as to allow free access beyond the boundaries of the special event or to the boarding area of the ferry at the Gretna Ferry Terminal, respectively.

2.2.4 The City of Gretna shall provide any necessary security for the Gretna Ferry Terminal at its own cost.

2.2.5 The City of Gretna shall make payments to the RTA for the full and actual costs to operate the special event ferry service within 30 days of receipt of the RTA invoice.

ARTICLE III

PUBLIC LIABILITY/INDEMNIFICATION

3.1 The City of Gretna shall indemnify and save harmless the RTA, DOTD and LFS, its respective officers, agents, employees, contractors, assigns and insurers against any and all claims, losses, liabilities, demands, suits, penalties, causes of action, damages, and judgments of any sums of money to any party accruing against the RTA, DOTD and LFS, Indemnitee, its respective officers, agents, employees, contractors, assigns and insurers, growing out of, resulting from, or by reason of any act or omission of the City of Gretna, its officers, agents, employees, servants, contractors or assigns while engaged in, upon or about, or in connection with the discharge or performance of the terms of this CEA, and from damages suffered by any other third party, as a result of the benefits derived from the access to the Gretna Ferry Terminal during agreed special events.

3.2 RTA shall indemnify and save harmless the City of Gretna, its officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sums of money to any party accruing against the City of Gretna, its officers, agents, employees, and assigns, growing out of, resulting from, or by reason of any act or omission of the RTA, its officers, agents, employees, servants, contractors or assigns while engaged in, upon or about, or in connection with the discharge or performance of the terms of this CEA or the operation, maintenance and use of the Ferry Service.

3.3 Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by the RIA or the City of Gretna herein or to authorize any third person to have any action against the RTA or the City of Gretna arising out of this CEA.

ARTICLE IV

TERMINATION

4.1 Term. This CEA shall begin on the Effective Date and shall remain in effect for a term of five years.

4.2 Termination for Cause. The RTA may terminate this Agreement for cause based upon the failure of the City of Gretna to comply with the terms and/or conditions of the Agreement.

4.3 Termination for Convenience. This Agreement may be terminated at any time for convenience by either party on not less than three (3) days written notice.

ARTICLE V **LEGAL COMPLIANCE/ CONTROLLING LAW**

The validity, interpretation, and performance of this CEA shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE VI **ASSIGNMENT**

5.1 This CEA shall begin on the Effective Date and shall remain in effect for a term of five years. Neither the RTA nor the City of Gretna shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party.

5.2 Disputes. The parties agree that prior to instituting any legal action they shall meet in an attempt to amicably resolve any disagreement. After meeting in good faith, if the dispute remains unresolved then either party may initiate a legal proceeding.

ARTICLE VII **AMENDMENTS**

Any alteration, variation, modification, or waiver of provisions of this CEA shall be valid only when it has been reduced to writing and executed by both parties.

ARTICLE VIII **DISCRIMINATION CLAUSE**

8.1 The Parties agree to abide by the requirements of the following, as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

8.2 The Parties agree not to discriminate in their employment practices and shall render services under this CEA without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, disabilities, or genetic information.

8.3 Any act of discrimination committed by either of the Parties or failure to comply with these statutory obligations when applicable shall be grounds for termination of this CEA.

ARTICLE IX
RELATIONSHIP BETWEEN THE PARTIES

The RTA and the City of Gretna are engaged solely for the purposes set forth in this CEA. The relationship between the RTA and the City of Gretna is such that the City of Gretna shall not be construed to be an employee, agent, partner of, or in joint venture with the RTA, and the RIA shall not be construed to be an employee, agent, partner of, or in joint venture with the City of Gretna.

ARTICLE X
SEVERABILITY

If any term, covenant, condition, or provision of this CEA or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this CEA, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this CEA shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XI
NOTICES

All notices and other communications pertaining to this CEA shall be in writing and shall be transmitted either by personal hand-delivery (receipted for) or by placing same in the United States Mail, properly addressed and postage prepaid to:

Lona Edwards Hankins
New Orleans Regional Transit Authority
Chief Executive Officer
2817 Canal Street
New Orleans, LA 70119

Mayor Belinda C. Constant
City of Gretna
740 2nd St.
Gretna, LA 70053

ARTICLE XII
FORCE MAJEURE

Except for the responsibilities and the obligation to indemnify all as set forth in this CEA, a delay in or failure to perform by a party, shall not constitute a default that exposes it to liability for breach if and to the extent the delay or failure to perform is caused by an occurrence beyond the reasonable control of the party, including, but not limited to, failure of a RTA/LFS supplied vessel or equipment, an Act of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or requirement of any governmental authority; act of war, rebellion or sabotage or damage resulting therefrom; fire, flood, hurricane, named storm, explosion or accident; riots or strikes or other concerted acts of workmen, whether direct or indirect; inability after diligent effort to obtain necessary licenses or permits; or any other cause, whether or not of the same class or kind as those specifically above named, which is not within the control of the party and which, by the exercise of reasonable diligence, the party is unable to prevent or remedy.

[SIGNATURE EXECUTION ON NEXT PAGE]

IN WITNESS WHEREOF, the patties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

CITY OF GRETNA

BY: _____
Mayor Belinda C. Constant

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

BY: _____
Lona Edwards Hankins
Chief Executive Officer