

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

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

RECITALS

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

WHEREAS the RTA is a political subdivision of the State of Louisiana;

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

WHEREAS, Article 7, Section 14(B) of the Louisiana Constitution provides for the authorized use “of public funds for programs of social welfare for the aid and support of the needy;”

WHEREAS, the RTA is committed to providing safe, accessible, and reliable public transportation for all residents and visitors of the City of New Orleans;

WHEREAS, the RTA recognizes the complex challenges posed by the presence of unhoused individuals on its transit system and acknowledges the importance of addressing these challenges in a manner that is compassionate, respectful, and effective;

WHEREAS, the Mayor’s Office of Homeless Services and Strategies (“**OHSS**”) of the City of New Orleans is dedicated to reducing homelessness through coordinated efforts that include outreach, support services, and housing solutions;

WHEREAS, the RTA and the City share a common interest in enhancing the safety and well-being of both unhoused individuals and the general public who utilize the transit system, and in promoting a transit environment that is conducive to the dignity and security of all passengers; and

WHEREAS, both parties believe that a collaborative partnership is essential to addressing the intersection of homelessness and public transit effectively, ensuring that appropriate resources and strategies are employed to mitigate the occurrence of incidents involving unhoused on the transit system.

NOW THEREFORE, RTA and the City agree as follows:

ARTICLE I – PURPOSE

- 1.1** The purpose of this CEA is to establish a collaborative partnership between the City (through OHSS) and RTA to ensure that unhoused individuals at RTA vehicles, facilities, stops, or other transit property are connected to appropriate City-led outreach and services. This partnership recognizes that RTA does not maintain in-house outreach capacity and instead supports OHSS’s role as the City’s lead agency for unhoused services. RTA’s contribution will include coordination through a designated liaison, facilitation of access to RTA property and services, and the provision of a limited pool of transit passes as an in-kind resource for OHSS outreach staff to use in engaging unhoused individuals and supporting their connection to services.
- 1.2** Through this CEA, the parties will collaborate to enhance communication and coordination between RTA, OHSS, and partner stakeholders to effectively address unhoused issues that arise in the transit environment. The City, through OHSS, will provide outreach, support services, and housing referrals. RTA will notify OHSS of unhoused activity on the system, provide data and trend reporting, and ensure safe conditions for outreach. Both parties are committed to ensuring that all initiatives under this Agreement comply with applicable local, state, and federal laws and regulations and are carried out with compassion, dignity, and a commitment to safety for all riders.

ARTICLE II – COLLABORATIVE ACTIVITIES

- 2.1** Through this CEA, the parties agree to collaborate in addressing unhoused activity within the RTA transit system by aligning RTA’s notification and support functions with the City’s outreach and service delivery functions.
- 2.2** The City, through OHSS and its contracted providers, will conduct outreach to unhoused individuals on or near the RTA’s transit system. RTA will support these efforts by notifying OHSS of incidents involving unhoused individuals reported through RTA staff, by providing a pool of transit passes as an in-kind contribution for OHSS outreach staff to use in service engagement and referrals, by facilitating safe conditions for outreach through coordination with RTA, and by sharing data and trend reporting to enhance OHSS’s ability to plan and respond.
- 2.3** During any New Orleans Office of Homeland Security and Emergency Preparedness (“NOHSEP”) emergency activation, RTA will, to the extent resources allow, assist OHSS in transporting unhoused individuals to designated emergency cooling or warming centers or shelters. Such transportation support will be provided only when authorized under Federal Transit Administration (FTA) charter service exemptions and within the limits of RTA’s operational capacity. OHSS will remain responsible for outreach, case management, and service placement during such activations.

ARTICLE III – RTA INDEPENDENT ACTIVITIES

- 3.1** Through this CEA, the RTA agrees to the following independent activities:

- 3.2 RTA Emergency Management will serve as the administrator of this Agreement and as the liaison between OHSS and other RTA personnel.
- 3.3 RTA will provide OHSS with up to 3,000 single-ride transit passes per year, valued at \$1.25 each (an in-kind contribution not exceeding \$3,750 annually), to support outreach activities on the transit system. These passes are for use by OHSS outreach staff while conducting unhoused engagement and for transporting unhoused individuals to shelters, clinics, or other essential services. Passes are not for unrestricted public distribution and must be used solely for outreach and service referral purposes. Any passes not used within the year may roll over and be added to the following year's distribution of 3,000 passes. If OHSS demonstrates that all passes have been used and additional outreach needs remain, OHSS may submit a written request for additional passes, which RTA may approve subject to available resources, with no obligation for the RTA to exceed the annual in-kind contribution.
- 3.4 During declared City emergency activations led by the New Orleans Office of Homeland Security and Emergency Preparedness ("NOHSEP"), RTA may, subject to operational capacity and in accordance with Federal Transit Administration (FTA) charter service exemptions, provide transportation assistance to OHSS for the relocation of unhoused individuals to designated emergency cooling or warming centers and shelters. Such transportation will be coordinated through RTA and will be contingent upon the availability of RTA resources.
- 3.5 RTA will issue identification badges to OHSS personnel for the purpose of conducting outreach on RTA transit property. These badges will allow outreach staff to identify themselves to RTA personnel when engaging in outreach-related activities.

ARTICLE IV – CITY INDEPENDENT ACTIVITIES

- 4.1 Through this CEA, the City agrees to the following independent activities:
- 4.2 The City, through OHSS, will administer this Agreement and serve as RTA's partner for unhoused outreach and engagement.
- 4.3 In exchange for the in-kind transit passes provided by RTA under Article III, OHSS will support RTA by responding to and assisting with incidents involving unhoused individuals on the transit system. OHSS will ensure that outreach and service engagement are conducted with appropriate care and sensitivity, minimizing disruptions to transit operations while addressing the needs of the individual involved.
- 4.4 OHSS will provide RTA with monthly summaries of outreach activities conducted on or near the transit system, including the number of incidents referred by RTA, the number of responses conducted by OHSS, and general outcomes. These reports will be used to evaluate the effectiveness of the partnership and ensure accountability for the in-kind contribution provided by RTA.

ARTICLE V –ACCESS, CONTROLS, AND ACCOUNTABILITY

- 5.1 OHSS shall maintain an up-to-date roster of personnel holding RTA-issued badges and provide such roster to RTA upon request. OHSS shall immediately notify RTA in writing if any badge is lost, stolen, or otherwise unaccounted for. RTA reserves the right to deactivate or revoke badges at any time for non-compliance with RTA rules, misconduct, or failure to meet the requirements of this Agreement.

- 5.2 All OHSS patrols must be documented, including date, time, locations visited, and names of participating personnel. OHSS shall designate a supervisor responsible for ensuring patrol staff adhere to RTA rules and Code of Conduct.
- 5.3 For OHSS unhoused transportation requests outside of the issuance of passes, the RTA will not hold or dispatch vehicles in advance solely for unhoused transportation requests. If OHSS schedules transportation in advance, OHSS must verify that the individual is present and ready to board before RTA deploys resources. Transportation will only be dispatched once confirmation is provided to RTA to prevent no-shows and ensure resources are used efficiently.
- 5.4 RTA and OHSS will jointly review patrol activity and compliance on a quarterly basis. Corrective actions may be required by RTA where deficiencies are identified.
- 5.5 OHSS shall ensure that any RTA-issued passes obtained under this Agreement are distributed solely for the purpose of connecting unhoused individuals with essential services and support networks. Such passes shall not be used by OHSS personnel or third parties for any other purpose.

ARTICLE VI – DATA SHARING AND PROTECTION

- 6.1 To facilitate the effective execution of this CEA, the RTA and the City agree to share relevant operational data pertaining to incidents involving unhoused individuals on the transit system. This data sharing will support coordinated efforts to provide services, manage incidents, and improve outreach initiatives.
- 6.2 The data to be shared quarterly may include, but is not limited to:
 - Transit Usage Data:** Aggregate information about the use of RTA’s transit services by unhoused individuals, as available through OHSS reporting.
 - Incident Reports:** Records maintained by RTA of incidents involving unhoused individuals, including notifications and outcomes.
 - Outreach Data:** Summaries provided by OHSS on outreach activities at RTA facilities, including the number of individuals engaged and general service connections.
 - HMIS Data:** Aggregate or anonymized HMIS data provided by OHSS, to the extent permissible, for planning and reporting purposes.
- 6.3 Neither party will share personally identifiable client information (PII) except as required by law. Where possible, data will be anonymized or aggregated to protect the privacy of unhoused individuals. All shared data will be transmitted via official email accounts and password-protected files. Any breach of data exchanged under this Agreement will be reported immediately to the City of New Orleans Office of Information Technology and Innovation and the RTA’s Information Technology Department.

ARTICLE VII – PUBLIC LIABILITY/INDEMNIFICATION

- 7.1 The City shall indemnify and save harmless the RTA, 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, 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, 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 this partnership.

- 7.2 RTA shall indemnify and save harmless the City, 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, 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.
- 7.3 Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by the RTA or the City herein or to authorize any third person to have any action against the RTA or the City arising out of this CEA.

ARTICLE VIII – TERMINATION

- 8.1 **Term.** This CEA shall begin on the date all parties have signed and shall remain in effect for a term of one year.
- 8.2 **Termination for Cause.** The RTA or City may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement.
- 8.3 **Termination for Convenience.** This Agreement may be terminated at any time for convenience by either party on not less than thirty (30) days written notice.
- 8.4 **Termination for Impossible Performance.** This Agreement may be terminated at any time without notice should any governmental agency prohibit that any party fulfills their respective obligations under this CEA.

ARTICLE IX – 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 X – ASSIGNMENT

Neither the RTA nor the City shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party.

ARTICLE XI – 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 XII – RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE XIII – 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 XIV - ADMINISTRATION AND NOTICE OF THIS CEA

- 14.1 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:

The City shall provide administration and notice of the CEA through:

Nathaniel Fields, Director
Office of Homeless Services and Strategies, City of New Orleans

The RTA shall provide administration and notice of the CEA through:

Craig Toomey, Senior Director
RTA Emergency Management

- 14.2 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.

- 14.3 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.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the date first written above.

CITY OF NEW ORLEANS

**NEW ORLEANS REGIONAL TRANSIT
AUTHORITY**

By: _____
LAYOTA CANTRELL
Mayor, City of New Orleans

By: _____
LONA E. HANKINS
Chief Executive Officer

**FORM AND LEGALITY APPROVED:
CITY LAW DEPARTMENT**

By: _____
Printed Name