

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN RTA AND THE CITY OF KENNER

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana:

The **REGIONAL TRANSIT AUTHORITY** (“RTA”), a body politic and corporate and a political subdivision of the State of Louisiana, herein represented by Alex Z. Wiggins, its Chief Executive Officer; and

The **CITY OF KENNER** (“KENNER”), a body politic and corporate and a political subdivision of the State of Louisiana, herein represented by E. “Ben” Zahn, III, its Mayor;

Do hereby enter into this Cooperative Endeavor Agreement (“Agreement”) to serve the public for the purposes hereinafter declared.

RECITALS

WHEREAS, pursuant to the authority contained in Article VII, Section 14 of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including RTA and KENNER, named hereinabove, may enter into cooperative endeavors with each other, or with any other public or private corporation or individual; and

WHEREAS, the RTA, pursuant to its enabling legislation, as specified in Louisiana Revised Statute 48:1656, may enter into cooperative endeavors with the State of Louisiana, or any agency or instrumentality thereof, or any municipal or parish governing body within the regional area, in furtherance of the development of mass transportation within the New Orleans regional area; and

WHEREAS, pursuant to Article VII, Section 14 (C) of the Louisiana Constitution of 1974; La. R.S. 33:1321, *et seq.* (the “Local Services Law”) and Section 1.05 of the Home Rule Charter of City of Kenner, KENNER may, for a public purpose, enter into joint service agreements or cooperative efforts with other governmental agencies, or with any public or private association, corporation or individual; and

WHEREAS, it is of mutual and common benefit to both parties named above to effect a formal understanding concerning their goals and objectives in ensuring that the transportation needs of the residents of the City of Kenner will be met during a mandatory evacuation of the New Orleans region and/or the Parish of Jefferson in particular, said mandatory evacuation necessitated by hurricane or other impending storm conditions.

NOW, THEREFORE, in consideration of the foregoing, and under the conditions set forth below, RTA and KENNER agree to the following:

I. GOAL

The goal herein is to ensure a coordinated action plan that will assist the City of Kenner residents/occupants during evacuation operations preceding and following a severe weather event, specifically as it applies to the operation of the Kenner Loop. RTA and KENNER intend this CEA to be integrated into both the Jefferson Parish Public Assisted Evacuation Plan [“PAEP”] and the RTA Hurricane Emergency Preparedness Plan to reflect the commitment to regional emergency management by both parties.

II. SCOPE

When Jefferson Parish is placed under an Emergency Declaration by the Parish President, a Public Assisted Evacuation Plan [“PAEP”] will be implemented. Regularly scheduled fixed-route bus service offered by Jefferson Transit [“JeT”] and the RTA [presently limited to and known as RTA Route 201 and/or the “Kenner Loop”] will be replaced by a public-assisted evacuation system, otherwise known as the “Hurricane Evacuation System”.

This CEA covers the responsibilities and obligations of the RTA in transporting the citizens and occupants of KENNER from designated stops along the Kenner Loop to specific transfer points, so as to enable JeT to move the maximum number of individuals in a timely and efficient manner to the Eastbank Parish Pick-up Point [“PPP”] located at Delgado Community College - Jefferson Site, 5200 Blair Drive, Metairie.

III. ROLES AND RESPONSIBILITIES

KENNER, through its Office of Emergency Management, will perform the following duties in relation to this CEA:

1. Prior to the activation of the PAEP, KENNER will coordinate with RTA to provide information to the residents and occupants of KENNER regarding evacuation plans (pickup locations, carry-on items, proper carriers and/or restraints for pets, etc.) for those persons requiring RTA assistance in evacuation.
2. When it is determined that a hurricane or other covered hazard exists that could threaten KENNER, KENNER will notify RTA that an activation of the PAEP is possible and that RTA should take the necessary preparatory steps to initiate its role in the PAEP.

3. Upon a declaration of mandatory evacuation, KENNER will notify RTA that the PAEP has been activated and evacuation should commence immediately.
4. The PAEP will be activated only upon the declaration of emergency by the Governor or the Jefferson Parish President, and, accordingly, all payment for RTA services rendered hereunder will be made pursuant to claims by RTA, as a sub-grantee under the terms and provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. Section 5121 et. seq. ("Stafford Act"). KENNER will assist RTA in all relevant applications under the Stafford Act upon request.
5. KENNER agrees that the only transfer points that will be utilized by RTA in its provision of emergency transportation services to KENNER are those located along the current Kenner Loop Line, specifically at Williams Boulevard at its respective intersections with Veterans Boulevard, Airline Highway, and Jefferson Highway, City of Kenner.
6. KENNER shall ensure that sufficient personnel from the City of Kenner Police Department and/or the Office of Emergency Management are available to timely respond to security issues and/or incidents along the Kenner Loop route.
7. KENNER agrees that all animals shall be properly caged prior to loading upon RTA buses. KENNER further agrees that only small or extra-small size pet carriers shall be loaded onto RTA assets, with larger carriers to be referred to JeT for alternate transportation.
8. KENNER agrees to recognize, and to the best of its ability, enforce all evacuation guidelines as set by its Office of Emergency Management, including but not limited to the following:
 - No fares will be collected during Hurricane Evacuation
 - No weapons of any kind are allowed, including knives
 - No illegal drugs or alcohol. All persons/luggage are subject to search by authorities.
 - Riders are limited to one bag per person no larger than 30" x 16".
 - No ice chests over one (1) gallon.
9. Upon declaration by the Jefferson Parish President that KENNER has been declared safe and is to be repopulated by the citizens/occupants evacuated under the PAEP, KENNER will notify the RTA, and the repopulation will begin using pre-designated staging points (as noted above, along Williams Boulevard at its respective intersections with Veterans Boulevard, Airline Highway, and Jefferson Highway) for RTA pickup.

The RTA will work concurrently to provide assistance to KENNER and will perform the following duties as resources permit:

1. Prior to the activation of the PAEP, RTA will identify two (2) full-size buses and the appropriate complement of drivers to be utilized in assisting KENNER in the referenced mandatory evacuation process. The RTA will take all appropriate measures to ensure

that these buses and drivers are available and trained for participation in the required emergency transportation activities.

2. Upon the declaration of emergency and the activation of the PAEP, RTA will begin immediate execution of its emergency transportation duties as delineated herein.
3. During the execution of the PAEP after the declaration of emergency by the Governor and/or the Jefferson Parish President in accordance with the requirements of the Stafford Act and the regulations promulgated thereunder, RTA will cease performing its normal operations along the Kenner Loop Line, and shall perform the requisite tasks specified herein, until such time it is mutually agreed by both KENNER and RTA that the emergency transportation evacuation services should be suspended in order to protect the personnel and equipment of RTA, i.e. approximately thirty (30) hours prior to hurricane landfall.
4. Given the normal timeline for commencement of emergency evacuation activities contained within the PAEP, RTA agrees to commence its provision of emergency transportation service herein at or about fifty-four (54) hours prior to hurricane landfall, subject to predicted movement and severity of the storm.
5. On request by KENNER Office of Emergency Management, through the Jefferson Parish Department of Emergency Management, RTA shall attempt to continue to provide, to the best of its resources and ability, additional emergency transportation service for evacuation purposes. This service shall be provided strictly on as-needed basis, to extend from thirty (30) hours prior to hurricane landfall to no less than twelve (12) hours prior to landfall, and shall consist of one (1) RTA vehicle. Service will be terminated when RTA deems it unsafe and/or inappropriate to continue such emergency transportation, such decision solely within the discretion of RTA. RTA will notify both the KENNER Office of Emergency Management and the Jefferson Parish Department of Emergency Management when the RTA service is to be terminated.
6. RTA emergency transportation services, as contemplated by this CEA, is limited to the Kenner Loop route as normally served by the RTA. In no case will RTA transport individuals directly to Delgado College on Airline Drive in Metairie.
7. RTA will require KENNER to recognize, and to the best of its ability, enforce all evacuation guidelines as referenced above, including those related to the transportation of animals. Only those animals that have been properly caged in small or extra-small carriers will be allowed onto RTA assets. Cages must remain in the rider's lap at all times and will not be placed on the seat or in the aisle at any time.
8. RTA personnel are not allowed to assist in the loading of pets onto RTA assets.
9. RTA, in concert with the KENNER Office of Emergency Management, will coordinate all bus movements. RTA will make the final determination when each RTA bus is ready for departure from its respective stop and/or pick-up location.

10. During its provision of emergency transportation service for and on behalf of KENNER, RTA agrees to suspend any and all fare collection.
11. Upon notification that KENNER has been declared safe and is to be re-populated by the residents/occupants of KENNER under the PAEP, the RTA will use all available resources, not to exceed two (2) full-size buses, with the appropriate complement of drivers, to assist in the re-entry process.

IV. INDEMNITY

KENNER agrees to indemnify and hold harmless the RTA, its officers, agents, employees and assigns from any and all claims, demands, actions, liabilities, losses, and damages asserted against the RTA incurred or arising out of or in any way connected with KENNER's use of the license granted herein, except in the instance of the negligence or willful misconduct of RTA, its officers, agents, employees and assigns and when RTA, its officers, agents, employees and assigns, or any one or more of them shall have been acting beyond the scope of the immunity provided by LA R.S. 29:733.1. RTA shall promptly notify KENNER in writing of any such claims, actions, or causes of action, and give KENNER full opportunity and authority to, and KENNER shall assume the sole defense and settlement thereof. RTA shall furnish to KENNER upon request all information available to the RTA for defense against any such claim, action, or cause of action. KENNER's liability under this indemnity/defense includes all claims, actions, or causes of action excluding the negligence or willful misconduct of the RTA, its officers, agents, employees and assigns.

V. EFFECTIVE DATE, MODIFICATIONS, AND TERMINATION

This CEA is effective upon the date the last party signs below and any modification or amendment must be in writing. It shall be renewed and amended as necessary each year prior to June 1 in writing. It may be terminated by KENNER or RTA in writing at any time.

VI. ADMINISTRATION OF THIS CEA

KENNER shall provide administration of this CEA through:

Douglas J. Dodt, Director
Office of Emergency Management, City of Kenner

RTA shall provide administration of this CEA through:

Robert Hickman, Director
RTA Security and Emergency Management

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 KENNER

REGIONAL TRANSIT AUTHORITY

By: _____
E. "Ben" Zahn, III
Mayor, City of Kenner

By: _____
Alex Z. Wiggins
Chief Executive Officer

Date: _____

Date: _____