

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEW ORLEANS
AND
KINGSLEY HOUSE, INC.

PURPOSE

The purpose of this Memorandum of Understanding ("MOU"), is to serve as an agreement between the City of New Orleans ("City") and Kingsley House, Inc. ("Kingsley"), permitting the use of immovable property owned by Kingsley to support the evacuation of New Orleans citizens during a period when an impending hurricane threatens the population of the City, and provides a framework within which the City and Kingsley coordinate the use of the designated portion of property to provide evacuation services to senior citizens and persons needing medical resources who require transportation assistance during an evacuation of the City. This MOU delineates when the City Assisted Evacuation ("CAE") will be implemented and the roles of the government and Kingsley entities involved.

BACKGROUND

During an evacuation of the City, most citizens will use their own transportation to evacuate. However, there is a significant percentage of the City's population that does not own or have access to their own means of transportation. In a 2005 Harvard University study of evacuees who remained in New Orleans during Hurricane Katrina, 55% stated that the reason they did not evacuate prior to the storm was that they did not have a vehicle or other method to evacuate. The same survey reported in 42% of the evacuees stating they did not think they could have found a way to leave the City. Hurricane Katrina revealed that the City must greatly increase its capacity to assist citizens who need help in evacuation. The CAE was developed with Hurricane Katrina as a backdrop. The New Orleans Regional Transit Authority ("RTA") has been identified as the primary provider of transportation for citizens utilizing the assisted evacuation process.

AUTHORITY

The Mayor of the City of New Orleans, and the Governor of the State of Louisiana ("State"), each have the legal authority to proclaim a state of emergency due to grave emergency that threatens widespread loss of life or grievous injury to health or property, such as a major hurricane. When this occurs, and an evacuation order has been issued by the Mayor to ensure the safety of New Orleans' citizens, the CAE will be activated by the City and coordinated with the State.

SCOPE

This MOU is intended to permit the use of a designated portion of the Kingsley facilities by the City as an evacuation center for senior citizens and persons needing medical resources during an activation of the CAE. It is not intended to exclude any senior and disabled persons, whether residents of Orleans or other parishes, from utilizing the Kingsley facilities as articulated herein during the CAE process.

CONCEPT OF OPERATIONS

The general concept of the operation described in this MOU requires that the Smoothie King Center ("SKC") be utilized as the evacuation center for all persons requiring the assistance of the City during an emergency evacuation. After the Governor and the Mayor declare a state of emergency and order an evacuation of the City, generally when the City believes that there is a potential for a Category 3 hurricane to make landfall in the City, the CAE will be activated and all component parts of the Plan will be launched. This is planned to take place approximately 60 hours before the arrival of tropical storm force winds impacting the coast of Louisiana. The City will advise Kingsley that the City is exercising its rights under this MOU and will immediately begin coordination through the New Orleans Office of Homeland Security and Emergency Preparedness ("NOHSEP") to set up and open the Kingsley facility, approximately 54 hours before estimated arrival of tropical storm force winds, as a pickup center for the senior citizens and persons needing medical resources, who will arrive at the Kingsley facility utilizing various means of transportation. NOHSEP will immediately activate the emergency operations center and deploy sufficient security to Kingsley, including not less than two security personnel. Staff to be provided by the City also includes a Site Leader to coordinate operations with the Kingsley liaison, as well as persons to assist in the loading of buses. Two buses will be dedicated to Kingsley facilities for the transport of senior citizens and persons needing medical resources. The Site Leader may request ambulances and additional buses if available from the City's resources. Limited food and water supplies may be staged at Kingsley. Upon arrival at the SKC, the evacuees will be staged to board buses provided by the State or other entities for evacuation out of harm's way. At the discretion of the Site Leader, persons who arrive at the Kingsley facility who do not qualify as senior citizens or need medical resources may be redirected to a general population pickup location if there are seniors awaiting transportation. Evacuees who cannot transport themselves to a general population pickup location may be directed to wait outside until a bus can be redirected to transport them directly to the SKC. Upon completion of evacuation operations, anticipated for approximately 30 hours before tropical storm force winds reach the coast, the Kingsley facility will be deactivated and secured as ordered by NOHSEP. There will be no expectation of support from Kingsley to the City beyond 30 hours prior to tropical storm force winds.

GRANT OF USE

Kingsley, a non-profit corporation organized under the laws of the State, as owner of the immovable property bearing municipal number 1600 Constance St., New Orleans,

Louisiana, voluntarily and without compensation permits the use of the designated portion of the Kingsley's immovable property by the City for the purpose of evacuating senior citizens and persons needing medical resources during a hurricane as part of the CAE, as more fully set forth in the Concept of Operations.

ROLES AND RESPONSIBILITIES

The City, through NOHSEP and other departments, will perform the following duties in relation to the activation of the CAE in relation to Kingsley:

1. Prior to an activation of the CAE, will secure the necessary agreements with the external entities required to execute the CAE, to include, but not limited to, the State, Louisiana National Guard, and the RTA.
2. Prior to activation of the CAE, will provide Kingsley the contact names and numbers of members of NOHSEP who will command and coordinate the evacuation operations of the CAE.
3. When it is determined that a hurricane exists that could threaten the City and an evacuation will be necessary, NOHSEP will notify the Kingsley liaison that an activation of the CAE has occurred and that necessary preparatory steps at the Kingsley facility will commence immediately.

Kingsley will work concurrently with NOHSEP to provide assistance to the City and will perform the following duties:

1. Prior to an activation of the CAE, will provide information to NOHSEP detailing the most feasible plan for utilizing the designated portion of the Kingsley facility for pickup purposes, to include the flow of evacuees through the facility.
2. Prior to an activation of the CAE, keep NOHSEP advised on any conditions that might impact current plans to utilize the City's license to use Kingsley facility as a pickup center.
3. Provide at least one staff member or contractor to represent Kingsley on-site during evacuation operations and to secure the facility upon completion of the evacuation process. If they so choose, such remaining staff member(s) or contractor(s) will be provided the necessary credentials and are hereby authorized to evacuate with the citizens on the last CAE bus.

INDEMNITY

The City agrees to indemnify and hold harmless Kingsley, its officers, agents, employees and assigns from any and all claims, demands, actions, liabilities, losses, and

damages asserted against the Kingsley incurred or arising out of or in any way connected with the City's use of the license granted herein, except in the instance of the sole negligence or willful misconduct of Kingsley, its officers, agents, employees, and assigns and when Kingsley, 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. Kingsley shall promptly notify the City in writing of any such claims, actions, or causes or action, and give the City full opportunity and authority to, and the City shall assume the sole defense and settlement thereof. Kingsley shall furnish to the City upon request all information available to the Kingsley for defense against any such claim, action, or cause of action. The City's liability under this indemnity/defense includes all claims, action, or causes of action excluding the sole negligence or willful misconduct of Kingsley, its officers, agents, employees and assigns.

PROPERTY DAMAGE REPAIR

City agrees it shall be responsible for the repair and restoration of all damages, other than damages attributable to storm and flood, sustained by the Kingsley facilities during the period of use, which are due to the acts of all the participants of the CAE including but not limited to residents being evacuated or the acts of any CAE personnel. Kingsley agrees that City shall have such opportunity at the commencement of the CAE to institute such precautionary measures as it deems fit to minimize any such damages.

EFFECTIVE DATE, MODIFICATIONS AND TERMINATION

This MOU shall be effective upon the date the last party signs below, and any modification or amendment must be in writing. It shall be reviewed and amended as necessary at least every five (5) years, prior to the beginning of hurricane season June 1st. It may be terminated by the City or Kingsley in writing at any time.

ADMINISTRATION OF THIS MOU

The City shall:

A. Provide administration of the MOU through:

Collin M. Arnold
Director, NOHSEP

Kingsley shall:

A. Provide administration of the MOU through:

Valerie Wheatley
Chief Operating Officer

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement.

CITY OF NEW ORLEANS

By: 

LaToya Cantrell
Mayor, City of New Orleans

Date: 01/23/2021

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans

THE KINGSLEY HOUSE, INC.

By: 

Valerie Wheatley
Chief Operating Officer

Date: 10/2/2020

APPROVED AS TO FORM AND LEGALITY:

Law Department

Annex E: Senior Center Flow Diagrams

Kingsley House

1600 Constance Street
New Orleans, LA 70130

