

FUND DISBURSEMENT AGREEMENT

This Agreement is made and entered into on the 12th day of November, 2019, by and between the **City of Norman, Oklahoma**, a municipal corporation ("**City**"), and the **Norman Regional Hospital Authority** d/b/a Norman Regional Hospital, a public trust ("**NRH**").

WITNESSETH:

WHEREAS, for many years, NRH has provided funding to the University of Oklahoma to assist with the cost of operating a public transportation system throughout the City of Norman (operating under the name of Cleveland Area Rapid Transportation or "CART"), which provided transportation, including paratransit, to patients and other members of the public visiting NRH's sites; and

WHEREAS, the City has assumed the operation of the public transportation system providing services throughout the City of Norman service area, including paratransit; and

WHEREAS, NRH desires to continue providing financial assistance to contribute to the operation of the public transportation system, in particular the provision of paratransit services; and

WHEREAS, City desires to accept NRH's financial contribution and agrees to provide NRH certain paratransit ridership data in exchange.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and promises herein set forth, the parties agree as follows:

1. TERM

This Agreement shall take effect on November 12, 2019, and shall expire on June 30, 2020. This Agreement shall be auto renewable subject to annual appropriation of sufficient funding by the Norman Regional Hospital Authority Board and the Norman City Council.

2. COMPENSATION AND INVOICING

NRH agrees to pay to City the annual sum of Fifty Thousand Dollars (\$50,000.00) payable in four (4) equal installments Twelve Thousand Five Hundred Dollars (\$12,500.00). City agrees that such funding will be used to provide paratransit services in the City of Norman. City shall submit to NRH a quarterly invoice including a report of the paratransit trips provided to NRH facilities. NRH shall pay such invoice within thirty (30) days after receipt.

3. TERMINATION

Either party may terminate this agreement in writing with ninety (90) days notice to the other party. In the event of successful adoption and implementation of a dedicated funding source sufficient to fund public bus operations in Norman in furtherance of the purposes of the Regional Transportation Authority of Central Oklahoma, this Agreement will terminate.

4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of Oklahoma without giving force and effects to its choice of law provisions, and the United States of America. Any legal action in connection with this Agreement shall be filed in the District court of Cleveland County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma.

5. INDEMNIFICATION AND LIABILITY

NRH agrees to defend, indemnify, and hold harmless City, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of NRH in the performance of its obligations under this Agreement. City agrees to defend, indemnify, and hold harmless NRH its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of City in the performance of its obligations under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The parties each agree to promptly serve notice on the other party of any claims arising hereunder and shall cooperate in the defense of such claims. None of the foregoing provisions shall deprive the parties of any action, right, or remedy otherwise available to the City at common law.

6. LEGAL RECOURSE AND ATTORNEYS' FEES

Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions within this Agreement, each party shall have recourse under applicable law. In the event that either party commences an action in law or equity to enforce any provision of this Agreement, the losing party shall pay to the prevailing party, reasonable attorneys' fees as fixed by a court of competent jurisdiction.

7. ASSIGNABILITY

This Agreement may not be assigned in whole or in part by either party without prior written permission of the non-assigning party.

8. ENTIRE AGREEMENT/AMENDMENTS

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and supersedes all prior and/or contemporaneous discussions, representations, or agreements of the parties relating to the terms of this Agreement. This Agreement may only be modified by prior mutual written approval of the parties.

9. SEVERABILITY

If any provisions of this Agreement, or the application thereof, is determined for any reason and to any extent to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The remainder of this Agreement and the application of such provision(s) will be interpreted so as to reasonably effect the intent of the parties hereto.

10. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS THEREOF, this Agreement is entered into this ____ day of _____, 2019.

**NORMAN REGIONAL HOSPITAL
AUTHORITY**

CITY OF NORMAN



Richie Splitt
President and Chief Executive Officer

Mayor Breea Clark

ATTEST:

STATE OF OKLAHOMA)
) SS:
CLEVELAND COUNTY)

Brenda Hall, City Clerk

SUBSCRIBED and sworn to before me this
7th date of December, 2019.

Notary Public

SEAL

My commission expires 2-23

My commission number 19000728



APPROVED as to form and legality this _____ day of _____, 2019.

Kristina L. Bell
Assistant City Attorney