

PUBLIC TRANSPORTATION AGREEMENT

This **Agreement** sets forth the understanding between the Board of Regents of the University of Oklahoma (hereinafter referred to as **University**) and the City of Norman, a municipal corporation (hereinafter referred to as **City**), in regard to public transportation services being performed by **City** on **University**'s property and being provided to **University** faculty, staff, and students.

WHEREAS, **City** wishes to utilize property owned by **University** for use as a public transfer station in the performance of providing public transportation services, and **University** wishes to grant **City** such use; and

WHEREAS, **University** and **City** wish to enter into a payment agreement for the public transportation services being performed by **City** to **University** faculty, staff, and students.

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 become effective on October 1, 2019, and shall remain in effect until June 30, 2020, such **Agreement** being auto renewable subject to annual appropriation of sufficient funding by the Board of Regents of **University** and the Norman City Council or unless either party provides notice of termination in accordance with the termination provisions outlined below in Section 4.

2. USE OF DUCK POND TRANSFER STATION

University hereby grants **City** and/or its third party contractors providing public transit services on behalf of **City** permission and access to utilize the transfer station located at 403 E. Brooks, Norman, OK 73069 (located in the parking lot commonly referred to as the "Duck Pond parking lot").

University agrees to maintain the property for reasonable wear and tear consistent with the intended purpose as outlined in this **Agreement**. **City** shall be responsible for damages caused to the property by **City** and/or its third party contractors.

3. PAYMENT FOR PUBLIC TRANSPORTATION SERVICES PROVIDED TO UNIVERSITY FACULTY, STAFF, AND STUDENTS

University and **City** acknowledge and agree that **City** will not charge fare for patrons on **City** routes who produce and display a **University** faculty, staff, or student identification. To the extent allowable by **City** or **City**'s third-party contractors, **City** shall provide specific monthly ridership reports, and **City** shall bill **University** for actual ridership costs. Until such time that specific ridership numbers can be tallied and provided, **University** shall pay to **City** Six Thousand Six Hundred Twenty-Five Dollars (\$6,625.00) per month for reimbursement of fares for **University** ridership on **City** routes. **University** and **City** acknowledge and agree that **City**

will not charge or invoice **University** fares for rides provided to **University** faculty, staff, or students during any period wherein **City** is providing free fares to other riding members of the public.

4. TERMINATION

Either party may terminate this **Agreement** by providing ninety (90) days' written notice to the other party. The non-terminating party retains the right to waive the ninety (90) days' written notice.

5. NOTICES

Notices and communication shall be submitted to the offices identified below. **Agreement** notices and communications hereunder shall be deemed made as of the date of mailing if given by overnight courier service or by registered or certified mail, postage prepaid, and addressed to the party to receive such notice or communication at the address given below, or such other address as may hereafter be designated by notice in writing.

If to **City** (Administrative):

Name:	Kathryn L. Walker
Address:	City of Norman City Attorney's Office 201 W. Gray
City, State, ZIP Code:	Norman, OK 73069
Phone :	(405) 217-7700
E-mail:	Kathryn.walker@normanok.gov

If to **City** (Technical);

Name:	Shawn O'Leary
Address:	City of Norman Public Works Department 201 W. Gray, Building A
City, State, ZIP Code:	Norman, OK 73069
Phone:	(405) 366-5453
E-mail:	Shawn.oleary@normanok.gov

If to **University** (Administrative):

Name: Anil V. Gollahalli
 Address: The University of Oklahoma
 660 Parrington Oval
 City, State, ZIP Code: Norman, OK 73019
 Phone/Fax: (405) 325-4124
 E-mail: agollahalli@ou.edu

If to **University** (Technical):

Name: Kristopher Glenn
 Address: The University of Oklahoma
 510 E. Chesapeake
 City, State, ZIP Code: Norman, OK 73019
 Phone/Fax: (405) 325-3322
 E-mail: krisglenn@ou.edu

6. EQUAL OPPORTUNITY

As applicable, the provisions of Executive Order 11246, as amended by Executive Order No. 11375, Executive Order No. 11141, Executive Order No. 13665 and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this **Agreement** and must be included in any subcontracts awarded involving this **Agreement**. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, national origin, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701 and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. § 4212.

7. GENERAL

a. Assignability: This **Agreement** may not be assigned by either party in whole or in part without the prior written permission of the non-assigning party. Notwithstanding the foregoing, **University** acknowledges and understands that **City** may use third party contractors to provide public transportation services, and **University** acknowledges that said third party contractors shall have the same right of access and permission to utilize the Duck Pond transfer station as outlined in **Section 2**.

b. Governing Law and Jurisdiction: This **Agreement** shall be governed by the laws of the State of Oklahoma, without giving force and effect to its choice of law provisions, and the United States of America. Any legal action in connection with this **Agreement** shall be filed in a court of competent jurisdiction in the State of Oklahoma to which jurisdiction and venue all parties expressly agree. Communications of a legal nature should be submitted to the following: for **University**, the Executive Secretary of the Board of Regents of the University of Oklahoma, 600 Parrington Oval, Room 119, Norman, OK 73019; for **City**, City Clerk, 201 W. Gray, Norman, OK 73069.

c. 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 contract, the losing party shall pay to the prevailing party, reasonable attorneys' fees as fixed by a court of competent jurisdiction.

d. Severability: If any provision(s) of this **Agreement** shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Entire Agreement: This **Agreement** constitutes the entire agreement and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or agreements of the parties relating to the work to be performed, whether written or oral. This **Agreement** may be extended, renewed, or otherwise amended at any time by the mutual written agreement of the parties.

f. 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.

g. Neither party is authorized or empowered to act for the other for any purpose and shall not enter into any contract, warranty, and/or representation as to any matter on behalf of the other. Neither shall be bound by the acts or conduct of the other.

IN WITNESS THEREOF, this agreement is entered into the _____ day of _____, 2019.

**BOARD OF REGENTS OF
THE UNIVERSITY OF OKLAHOMA**

CITY OF NORMAN, OKLAHOMA

Eric Conrad
Vice President for Operations

Mayor Breea Clark

Attest: _____
Brenda Hall, City Clerk

APPROVED as to form and legality this 18th day of September, 2019.

Kristina L. Bell
Kristina L. Bell, Assistant City Attorney