

Contract No. K-1819-13

This Agreement, made and entered into this 23rd day of October 2018, by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **CART**, hereinafter referred to as "Agency."

WHEREAS, there exists a need for public mass transportation services between the City of Norman and the City of Oklahoma City; and,

WHEREAS, there exists a need for public mass transportation services within the City of Norman; and,

WHEREAS, Agency has been designated the public mass transportation provider for the Norman Area; and,

WHEREAS, City and Agency are desirous of entering into an Agreement for the Provision of Funding of said service; and,

Agency further agrees that the below-mentioned activities will be completed and that all necessary information and activities will be completed by Agency and reported to City no later than June 30, 2019.

Budget

Local Route and Paratransit Service	\$ 625,000
Bus Passes	\$ 10,500
Total Budget	<hr/> \$ 635,500

Local Route and Paratransit Service

1. Description of Service – Agency shall provide the following:
 - a. Transit commuter service between Oklahoma City and Norman and local transit service within the City of Norman;
 - b. Regular paratransit service in accordance with provisions of the Agency 504/ADA Implementation Plan approved by the Agency Board of Trustees;
 - c. Telephone information service about transit services in a. and b. above;
 - d. Service shall not be provided on national holidays which fall on days of service;
 - e. Bus stop signs and poles at all designated stops which comply with City ordinances. Exhibit A specifically identifies the following:
 - (1) All bus stop locations in the City of Norman;
 - (2) Locations for the installation of Bus Stopper devices;

- (3) Bus stop locations for new benches and/or shelters;
 - (4) Approved bus stop locations where the ADA improvements are unfunded.
 - f. Bus benches and shelters, in the number and locations approved by existing Agency budgets, which comply with City ordinances and the Administrative Guide for Bus Stop Locations and Bench and Shelter Advertising (attached as Exhibit B);
 - g. Written notice, 30 days in advance, of all changes in service to a. through f. above.
- 2. Method of Payment – Agency shall invoice City on a quarterly basis for 1/4th of \$625,000. Agency shall invoice City for bus passes as needed. Upon receipt and acceptance of invoices, City shall process said claims in the usual and customary manner and shall forward to Agency a check in the amount stated on the invoice submitted.
 - 3. Term of Agreement – This Agreement shall be considered to cover the period from July 1, 2018, through June 30, 2019.
 - 4. Expiration or Termination – Either City or Agency may terminate this agreement by providing written notice at least 30 calendar days in advance of the proposed termination date.
 - 5. Excusable Default – Agency shall not be held in default of this agreement if it is prevented from performing hereunder by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war, insufficient allocation of fuel, or other emergencies including existing road conditions making performance impossible or illegal.
 - 6. Integration – It is understood and agreed that this contract contains all the covenants, stipulations, and provisions agreed upon by the parties hereto and neither party is, or shall be, bound by any statement or representation not in conformity herewith. This agreement may not be modified except in writing signed by both parties.
 - 7. Law Controlling – It is the understanding of the parties that this contract shall be governed by the laws of the State of Oklahoma and by the laws of the United States applicable in whole or in part to mass transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this contract, binding on parties hereto as if such law were set out fully herein.
 - 8. Insurance – Agency shall provide City with a certificate of insurance indicating that Agency has in force, a policy of liability insurance for the operation of said buses. Said policy shall be of a face value of at least \$1,000,000 aggregate for all claims for a single occurrence, \$125,000 bodily injury for a single claimant and \$25,000 property damage per claim. It is further understood and agreed by the

parties hereto that failure to obtain and maintain such policy of insurance shall be considered a material breach of this contract.

9. Required Assurances

- a. Compliance with Regulations – Agency shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- b. Audit and Inspection of Records – Agency shall permit the authorized representatives of City and/or HUD or DOT to inspect and audit all data and records of Agency relating to performance under the agreement until expiration of 3 years after final payment under this agreement. Agency further agrees to include in all subcontracts hereunder, a provision to the effect that the subcontractor agrees to the same inspection and record keeping requirements. Agency and its subcontractors also agree to make available for access and examination any records relevant to any litigation or dispute which may arise out of this agreement during the 3 year period and shall continue to maintain and make available any relevant records until such litigation is concluded.
- c. Interests of Members – No member of, or delegate to, the Congress of the United States shall be permitted to any share or part of this agreement or to any benefit arising therefrom.
- d. Prohibited Interest – No member, officer or employee of Agency or of a local public body during their tenure or one year thereafter shall have any direct or indirect interest in the agreement or the proceeds thereof.
- e. Equal Employment Opportunity – In connection with the execution of this agreement, Agency shall not discriminate against any employees or applicants for employment because of race, religion, color, sex, age, disability, or national origin.
- f. Solicitation for Subcontract Including Procurement of Materials & Equipment – In all solicitations either by competitive bidding or negotiation made by Agency for work to be performed under a subcontract, all requirements for nondiscrimination identified in e. shall be fully disclosed and adhered to by subcontractors.
- g. Sanctions for Noncompliance – In the event of Agency's noncompliance with the nondiscrimination provisions of this agreement, City shall impose such sanctions as determined appropriate, including, but not limited to withholding of payments and cancellation, termination or suspension of the agreement in whole or in part.

- h. Disadvantaged Business Enterprise – Disadvantaged businesses as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed with federal funds under this agreement. Agency shall advise contractors and bidders of this information and that failure to carry out these requirements shall constitute a breach of contract and may result in termination of the agreement or such remedy as deemed appropriate.

[Remainder of page left blank intentionally]

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

OU/CART

Kris Glenn, Director

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

My Commission expires: _____

Commission Number: _____

The City of Norman, Oklahoma

Lynne Miller, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this _____ day of _____, 2018.

City Attorney's Office

ADDENDUM A

Bus Stops, Benches & Shelters by Route