PROFESSIONAL TRANSPORTATION SERVICES CONTRACT

The Metropolitan Tulsa Transit Authority, 510 South Rockford Avenue, Tulsa, Oklahoma 74120, a public trust organized and existing under the laws of the State of Oklahoma ("MetroLink Tulsa") and the City of Broken Arrow, Oklahoma, Post Office Box 610, Broken Arrow, Oklahoma 74013, a municipal corporation ("City") hereby enter into this agreement effective July 1, 2025.

WITNESSETH:

Whereas there exists in the city a need to provide public transportation services to enable the citizens of the city to access employment, health care, educational services, social services, recreation, and other opportunities and amenities; and,

WHEREAS the City desires to provide the transportation services needed to the extent feasible given existing financial constraints; and,

WHEREAS MetroLink Tulsa, an experienced provider of public transportation services in the metropolitan Tulsa region wishes to provide the services needed for the city.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, MetroLink Tulsa and the City agree as follows:

Description of Service:

MetroLink Tulsa hereby agrees to provide and maintain public transportation service and ADA paratransit service for and within the City. This system shall operate each weekday during agreed hours, excluding holidays, for that period during which this agreement shall remain in effect.

The system implemented by MetroLink Tulsa shall be one consisting of the number of available vehicles requested by the City operating in a manner as presented to and approved by the Broken Arrow City Council and transmitted and approved by MetroLink Tulsa. It is expressly understood that the number of requested vehicles provided is dependent upon the number available for this purpose within the MetroLink Tulsa fleet, as determined solely by MetroLink Tulsa.

MetroLink Tulsa shall not be obligated to accept several riders on any vehicle more than the number which is the sum of the number of passengers which can be seated on the vehicles plus the number which is up to twenty percent (20%) standees based upon the seating capacity of the vehicle.

The City shall advise MetroLink Tulsa of the desired service area, routes and stops (subject to the joint approval of the City and MetroLink Tulsa for safe and efficient public transportation operation).

From July 1, 2025, to June 30, 2026, MetroLink Tulsa will operate in the City of Broken Arrow between Monday through Friday from the times of 0700-1800 for MicroLink and 0635-1804 for express route. For a total of 260 service days with 2 buses. This can be changed upon ridership needs or The City request per a contract amendment.

Cost of Service:

Cost of Service Description

Due to the nature of the service, where the City of Broken Arrow is the primary and sole recipient, the monthly cost breakdown is as follows. MTTA assumes five (5) vehicles are associated with this project.

Static Costs (Monthly)

Route 900:

- Service Hours: 36.75 hours
- Cost per Hour: $57.02

MicroTransit (Gate-to-Gate Service):

- Estimated Monthly Hours: 60 hours

Software Costs (Per Vehicle):

- RideCo (On-demand Transit Software): $225.00
- Linxup (Vehicle Tracking and Security): $44.80

Variable Costs

MTTA will make every effort to prioritize the use of Broken Arrow Transit (BAT) vehicles. However, due to the electric ADA nature of BAT vehicles, continuous daily operation may not always be possible. In such cases, MTTA vehicles may supplement the service. Each month, MTTA will obtain detailed vehicle usage data from the software provider. Based on the breakdown of MTTA vehicle use versus BAT vehicle use, an invoice will be generated accordingly.

Hourly Usage Rates:

- MTTA Vehicle: $57.02 per hour
- BAT Vehicle: $37.22 per hour

Fares:

Fares charged and collected by MetroLink Tulsa shall be established by MetroLink Tulsa in cooperation with the City of Tulsa.

Term of Agreement:

This Agreement is effective as of the 1st day of July 2025 and shall continue through June 30, 2026.

Termination:

Either party may terminate this agreement by giving the other party at least thirty (30) days' written notice of its intention to terminate.

1. Excusable Default:

MetroLink Tulsa shall not be held in default of this Agreement if it is prevented from performing by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war or other emergencies, including then existing road conditions making performance impossible or illegal.

2. Integration:

It is understood and agreed that this Agreement contains all the covenants, stipulations, and provisions agreed to by the parties and neither party is nor shall be bound by any statement or representation not in conformity with this Agreement. This Agreement may not be modified except in writing, signed by both parties.

3. Law Controlling:

It is the understanding of MetroLink Tulsa and the City that this Agreement 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 public transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this Agreement, binding upon the parties hereto as if such law were set forth fully herein.

MetroLink Tulsa shall hold the City harmless from any liabilities, obligations, losses, damages, penalties, claims, actions, costs, and negligence of whatsoever kind caused by MetroLink Tulsa.

The City shall hold MetroLink Tulsa and the City of Tulsa harmless from any liabilities, obligations, losses, damages, penalties, claims, actions, costs, and negligence of whatsoever kind caused by the City.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first mentioned.

METROPOLITAN TULSA TRANSIT AUTHORITY

BY: _____
Rebecca Walner - Chief Financial Officer

DATE: _____

ATTEST: _____

CITY OF BROKEN ARROW, OKLAHOMA

BY: _____ Michael L. Spurger
City Manager

DATE: 7/28/25

ATTEST: _____