

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 ("Tulsa Transit") and the City of , Oklahoma, Post Office Box 2007, , Oklahoma 74037-2007, a municipal corporation ("City") hereby enter into this agreement effective July 1, 2022.

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 needed transportation services to the extent feasible given existing financial constraints; and,

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

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

- Description of Service:** Tulsa Transit hereby agrees to provide and maintain public transportation service and ADA paratransit service for and within the City. This system shall operate each weekday and Saturday during agreed upon hours, exclusive of holidays, for that period of time during which this agreement shall remain in effect. The system implemented by Tulsa Transit shall be one consisting of the number of available vehicles requested by City operating in a manner as presented to and approved by the City Council and transmitted and approved by Tulsa Transit. It is expressly understood that the number of requested vehicles provided is dependent upon the number available for this purpose within the Tulsa Transit fleet, as determined solely by Tulsa Transit.

Tulsa Transit shall not be obligated to accept a number of riders on any vehicle in excess of 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 Tulsa Transit of the desired service area, routes and stops (subject to the joint approval of the City and Tulsa Transit for safe and efficient public transportation operation).

- Cost of Service:** The city shall provide an Two hundred and eighty-two thousand, eight hundred and eighty dollars (\$282,890.00) annual subsidy to Tulsa Transit for operation of the bus service and Lift Program service within the City. The subsidy shall be paid to Tulsa Transit in monthly payments (\$23,574.17, with payments due Tulsa Transit thirty days from receipt of invoice. Each invoice is sent on or about the 15th of each month for current month collection. See Attachment 1 for break out.
- Fares:** Fares charged and collected by Tulsa Transit shall be established by Tulsa Transit in cooperation with the City.

4. **Term of Agreement:** This Agreement is effective as of the 1st day of July 2022 and shall continue through June 30, 2023.
5. **Termination:** Either party may terminate this agreement by giving the other party at least thirty (30) days' written notice of its intention to terminate.
6. **Excusable Default:** Tulsa Transit 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.
7. **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.
8. **Law Controlling:** It is the understanding of Tulsa Transit 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.

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

The City shall hold Tulsa Transit 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 the Witness Whereof, the parties have executed this Agreement effective as of the day and year first mentioned.

METROPOLITAN TULSA TRANSIT AUTHORITY

BY: _____
Rebecca Walner, Controller

ATTEST: _____

CITY OF, OKLAHOMA

BY: _____
City Manager

ATTEST: _____