

AGREEMENT FOR UNIVERSITY SAFERIDE PROGRAM OPERATING THROUGH CITY MICROTRANSIT SERVICE

This agreement is made and entered into this 8 day of August, 2023, by and between the Board of Regents of the University of Oklahoma (herein referred to as “the University”) and the City of Norman (herein referred to as the “City”).

WHEREAS, the University offers a SafeRide program for its currently enrolled students; and

WHEREAS, the City is contracting with a third party vendor to operate a microtransit pilot program for the residents of Norman to provide rides during some of the hours when the fixed bus route service is unavailable; and

WHEREAS, the City will require funds to expand the microtransit pilot service hours and area of service to accommodate the University’s Safe Ride hours and area of operation; and

NOW, THEREFORE, the Parties agree to the following:

- I. Definitions. The following words and terms, when used herein, shall have the following meaning, unless the context clearly indicates otherwise:
 - A. “Zone” means the area indicated on Exhibit A where microtransit rides can be accessed.
 - B. “Hours of Operation” means the hours that microtransit services will be accessible to residents of Norman and University students in general, and what the specific SafeRide hours are, as shown in Exhibit B.
 - C. “Fare” means the amount passengers pay for a one-way trip. During SafeRide hours, University Students will ride fare-free. During all other hours, University Students will be required to pay the current fare rate identified in Exhibit B.
 - D. “University Students” are individuals who are currently enrolled at the University.
 - E. “Work” shall mean the services provided by the City in setting up a microtransit service, providing rides and a system to track University Students using the microtransit services.
 - F. “Price” shall be the monthly operating cost, \$13,459.80, paid by the University to expand the microtransit service from August 2023 through May 2024 for a total cost of \$121,130.20 for 9 months as shown in Exhibit C.
 - G. “City Vendor” for microtransit services is River North Transit, LLC d/b/a Via
 - H. “Invoice” from City to University for its charges as set out below shall include City’s name, contract number, invoice number, purchase order number, a description of the Work provided, including dates, materials, reimbursables, etc., and detail of amount billed.

II. Obligations of the City.

- A. Upon execution of this Agreement by the Parties, the City will ensure that microtransit services are available at least by August 21, 2023, in the zone identified in Exhibit A, and operating during the hours indicated on Exhibit B.
- B. The City agrees that University Students will be identified by utilizing their University email address to create a login for the microtransit service.
- C. The City agrees to provide certain University staff access to the microtransit vendor dashboard to analyze University Student ridership data, contingent on approval of the vendor. Those specific University staff members are shown below:

Name	Title
Kasra George Ahmadi	Director, Student Government and Organization Services
Brynn Daves	Assistant Vice President for Student Affairs and Associate Dean of Students
Josh Harper	IT Technology Strategist

- D. The City will invoice the University on a monthly basis for the services provided to students during the previous month. Any provision in an order form or other attachment provided by the City shall be subordinate to the provisions of the body of this Contract, and any City term incorporated by reference into any such attachment shall be of no effect.
- E. The City and its vendor is an independent contractor and is not an employee, partner, principal, agent, or co-venturer of, or in any other similar relationship with, the University. The way the City's vendor performs the Work shall be consistent with the terms of this Contract but is otherwise within the City's sole control and discretion. The City is not authorized to speak for, represent, or obligate the University in any manner without the prior express written authorization from an executive officer of the University.
- F. Confidential information received by the City or the City's Vendor shall remain confidential and shall be identified as such during the course of any Open Records requests received by the City. The City acknowledges that portions of the data that the City and its vendor may gain access to in order to provide the services addressed herein may fall under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Section 99.3 (1974)) and the federal Gramm-Leach- Biley Act (GLBA) (15 U.S.C. Section 6801, *et seq.*) as such the City certifies that it and its vendor must (i)

take sufficient steps to safeguard the information and data from unauthorized disclosure, (ii) only use the information and education records consistent with the purpose for which they are created or provided under this Contract, and (iii) not disclose such information to any third-party not already a part of this Contract. The City agrees that any student education records in its, or its vendor(s), possession will be properly disposed of according to applicable retention and disposal laws or regulations or returned to the University upon the Contract's completion.

- G. Nondiscrimination. The City and its vendor shall not discriminate because of race, color, sex, age, religion, sexual orientation, gender identity, gender orientation, national origin, handicap, or payment source, or on any other basis prohibited by applicable law while performing the Work.
- H. Harassment. The City acknowledges and agrees the University has a legal obligation to investigate and remedy potentially unlawful actions taken against its students, faculty, or staff or concerning operations or services on University-owned or controlled premises. The City agrees to (i) cooperate with the University in meeting such obligations, including any actions or investigations, and (ii) take remedial actions necessary to address harassment or discrimination. If University determines that the remedial action taken or proposed by the City is unacceptable, the University may terminate this Contract immediately without cost or penalty.
- I. Violent/Sex Offenders.
- (i) The City agrees it will not provide services to children while operating on University-owned or controlled premises without complying with the Sex Offenders Registration Act, 57 O.S. § 581, et seq. and the Mary Rippy Violent Crime Offenders Registration Act, 57 O.S. § 591, et seq. If the City does provide services to children, the City certifies that it does not and will not employ any individual registered under the Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act. The City agrees to obtain signed statements from all employees and agents performing services on the University campuses or premises that such employee or agent is not currently required to register under the Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.
 - (ii) Removal. After receipt of written notice from the University, the City shall immediately remove any employee, agent, or other City representative who participates in improper or illegal acts, violates any University rule or regulation or any provision of this Contract, or whose continued presence on University-owned or controlled premises is, in the University's sole opinion, deemed not to be in the best interests of the University.
- J. The City may publish the University's name on the City's advertising materials, website, and online services acknowledging the University is a client, provided the acknowledgement does not unduly emphasize the University and cannot be construed

as an endorsement by the University. Such right does not include the use of University logos or trademarks.

- K. Audit. The City shall permit any representative of the State, University, or other authorized agency with jurisdiction over the University to access, inspect, or audit the books, records, or other data arising from the access to the City's microtransit services provided under this Contract.
- L. Network Security. The City shall adhere to University policies concerning acceptable use of internet and electronic mail, facility, and data security, as modified or amended from time to time. The City is responsible for reviewing and relaying such policies to the City's employees, agents, and subcontractors.
- M. Debarment. By executing this Contract, the City certifies that neither the City nor any of its proposed subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any State or Federal department or agency.
- N. Laws. In providing the Work, City shall comply with all applicable (a) laws, ordinances, rules, orders, and regulations of federal, state, and municipal governments and (b) University policies when City's employees, agents, representatives, or invitees are on University-owned or controlled premises or providing University-supported programs. This Contract is governed by the laws of the State of Oklahoma, without giving force and effect to its choice of law provisions. Any legal action shall be filed in the District Court of Cleveland County, Oklahoma, to which exclusive jurisdiction and venue the Parties hereby expressly agree.
- O. Status Verification. If applicable, the City certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, comply with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

III. Obligations of University.

- A. The University shall ensure its records of enrolled students are accurate. The City and its vendor will require University students to create an account with the vendor using their University domain email address. To create an account, the user must verify their email address by accessing a verification email sent to it. If they are able to verify, the City and its vendor will take this as proof they are a current student and are able to access the SafeRide service

- B. The University shall pay invoices for services provided, and its agreed monthly share of operating costs. The University shall not pay or compensate the City for changes to the Work unless the changes are first approved in writing by the University and the parties have agreed upon the appropriate adjustment, if any, to the Price.
- C. The University will be allowed to include the City's name/logo, and microtransit service name/logo on program information when it markets SafeRide services. Any such marketing and communications released by the University should be provided to City's Chief Communications Officer, Tiffany Vrska by email at: Tiffany.Vrska@NormanOK.gov and to the City's Transit and Parking Program Manager, Taylor Johnson by email at: Taylor.Johnson@NormanOK.gov.

IV. Termination and Default.

(a) This agreement shall be effective through May 30, 2024 when it shall terminate automatically, however if either party feels the other is in default of its obligations under this contract, then written notice shall be provided allowing the other party thirty (30) calendar days to correct, if after thirty (30) calendar days the issue has not been resolved then the complaining party may send notice of termination effective thirty (30) calendar days after the notice of termination is received by the party alleged to be in default.

(b) Termination shall not relieve the University of any payment obligations incurred for Work rendered in accordance with the Contract before the termination date, and that the University shall not be responsible for further payments ordinarily due under the Contract or for any compensation, damages, costs, or other amounts arising from termination. Upon receiving a termination notice, City or University shall take all necessary steps to minimize all compensation, costs, or other amounts that may be charged to the University or due to the City.

(c) Immediately upon termination, the City shall: (i) return to the University any equipment or property provided by the University to the City in connection with or furtherance of the Work, including, but not limited to, computers, laptops, and personal management tools, and (ii) return to the University any Confidential Information.

(d) If a dispute arises out of or in connection with this Contract, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation. All information exchanged during this meeting, or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

- V. Indemnification. The University agrees to defend, indemnify, and hold harmless the 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 the University 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. City agrees to defend, indemnify, and hold harmless the University, 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 the City in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The University and the City each agree to promptly service 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 City or the University of any action, right, or remedy otherwise available at common law.
- VI. Notices. All notices regarding the terms of this contract shall be sent in writing, by certified U.S.P.S., expedited delivery services, or by email to the contact information set out below:

University of Oklahoma

George Ahmadi
Director, Student Government and Organization Services
Office of Student Affairs
900 Asp Ave. Ste. 265, Norman, OK 73019
kg@ou.edu

Copy to:

The Office of Legal Counsel
Attn: SafeRide
Evans Hall, 660 Parrington Oval, Ste. 213, Norman, OK 73019-3073
Email

City of Norman

Taylor Johnson
Transit and Parking Program Manager
1310 Da Vinci St.
Norman, OK 73069
Taylor.Johnson@NormanOK.gov

Copy to:

Kathryn Walker
City Attorney
201 West Gray

P.O. Box 370
Norman, OK 73070
City_Attorney@NormanOK.gov

The Parties hereto shall not refuse to accept delivery of any such notice.

- VII. (a) Both Parties represent that they have full power, authority, and legal right to execute and carry out their respective obligations under this Contract.
- (b) This Contract (i) constitutes the complete agreement and supersedes all prior discussions and understandings with respect to the subject of this Contract, whether written or oral; (ii) shall not be amended, restated, modified, or supplemented except by mutual agreement of the Parties in writing and signed by each of the Parties; and (iii) is binding and inures to the benefit of the Parties, their respective heirs, executors, administrators, successors, and permitted assigns.
- VIII. Notwithstanding any provision of this Contract, this Contract is entered subject to the Oklahoma State Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the University, nor is any other right or defense available to the University.
- IX. Rights and obligations under this Contract which by their nature should survive, including without limitation warranties, certain payment and performance obligations, confidentiality obligations, security incident and data breach obligations, and indemnification obligations attributable to claims arising during the Contract term, remain in effect after termination of this Contract.
- X. The headings used in this Contract are for convenience only and do not constitute new terms or affect the interpretation of any provision of this Contract.
- XI. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. To the extent any provision conflicts with any applicable law, no representation or warranty is made regarding the enforceability of any such provision.
- XII. Any waiver by either Party of the other Party's failure to perform any provision of this Contract is not a waiver of a right to subsequently insist on performance or pursue any remedy for that failure.
- XIII. This Contract may be executed in counterparts.

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IN WITNESS WHEREOF, the City and the University have caused this Agreement to be duly executed and delivered as of the date first above written.

BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

Kimberely Helton

Name: Kimberely Helton

Title: Assistant Director of Procurement

CITY OF NORMAN

APPROVED this ____ day of _____, 2023, by the Norman City Council.

MAYOR

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this 3 day of August, 2023.

Blaine

City Attorney

EXHIBIT A - Zone

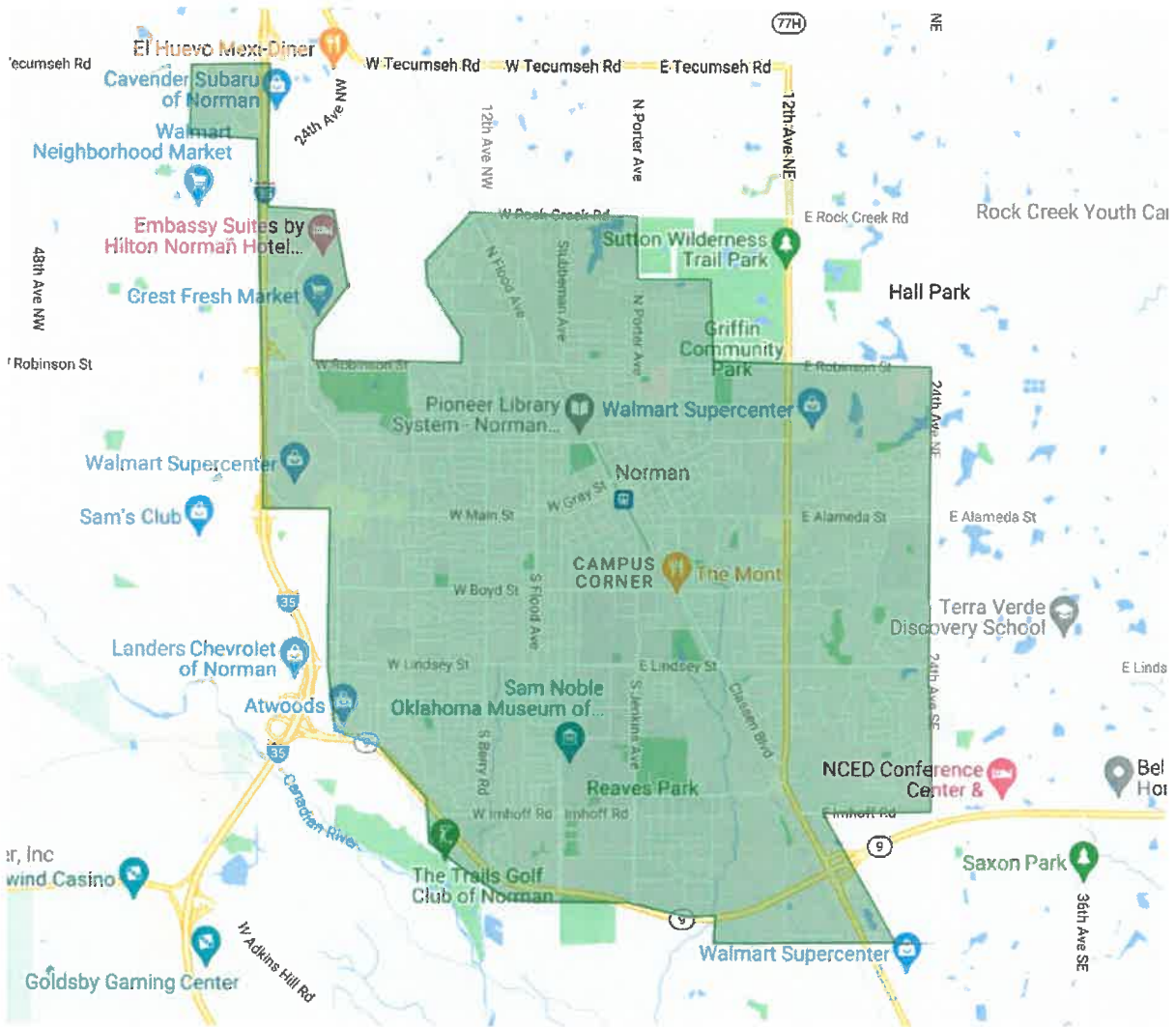


EXHIBIT B – HOURS OF OPERATION

Microtransit service shall be provided from 7pm-1am, Monday through Friday, and 10am-6pm on Sunday's during the agreement. During the agreement, August 2023 through May 2024, the microtransit service will be extended to meet the University's historical SafeRide operating hours, extending the service hours to end at 3am on Thursdays, Fridays, and Saturdays. During SafeRide operation hours (10 p.m. – 3 a.m.), students will receive free (at no personal cost) transportation. The following holidays will not have microtransit service.

Memorial Day

Labor Day

Independence Day

SafeRide hours of operation will be 10pm-3am on Thursdays, Fridays, and Saturdays.

EXHIBIT C – PRICE

(\$ in USD)	Cost	Vehicle Hours	Hourly Rate
Original City Contract with Vendor	\$ 639,413	5,491	\$ 99.70
Additional vehicle & added service hours (OU Safe Ride Thu - Sat 1am - 3am)	\$ 89,279	855	\$ 104.42
CON Contract + Additional Safe Ride Hours Subtotal	\$ 728,692	6,346	-
Additional service hours required for zone/demand expansion (Sun - Wed)	\$ 31,851	799	\$ 39.86
New NTE	\$ 760,543	7,145	\$ 94.83
Total NTE Increase	\$ 121,130		