

**MEMORANDUM OF UNDERSTANDING
FOR INTERIM ADMINISTRATIVE SERVICES**

This Memorandum of Understanding for Interim Administrative Services ("Understanding") is entered into on this 29th day of JANUARY 2020, by and between the Central Oklahoma Transportation and Parking Authority dba EMBARK ("COTPA") and the Regional Transportation Authority of Central Oklahoma ("RTA").

WITNESSETH:

WHEREAS, COTPA is a public trust created pursuant to the authority of Title 60 OS §176 et seq., for purposes which included providing public transit within the greater Oklahoma City area; and

WHEREAS, the RTA is a public trust created pursuant to the authority of Title 60 OS §176, as authorized by Title 68 OS §1370.7, for the purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of a regional transportation district; and

WHEREAS, COTPA is governed by its Board of Trustees (the "COTPA Board") which is made up of officials as designated by its trust indenture, or as amended; and

WHEREAS, the RTA is governed by its Board of Directors (the "RTA Board") comprised of appointed representatives of beneficiaries of the trust; and

WHEREAS, the RTA Board has adopted an initial plan of work and an initial budget to further the planning of a regional transportation district; and

WHEREAS, the RTA has not retained staff needed to perform the services necessary to accomplish the plan of work; and

WHEREAS, COTPA will provide the services of its Administrator as an Interim Executive Director to assist the RTA with administrative services and resources during the term of this MOU.

NOW, THEREFORE, COTPA and the RTA acknowledge, understand, and agree as follows:

A. Scope of Services

- 1) Personnel. The COTPA Administrator will act as the RTA's Interim Executive Director. The Interim Executive Director will allocate appropriate staff to use best efforts to support the RTA in administration, meeting management, policy and procedure development, financial services, legal services, procurement, public information, marketing, community relations, technology, planning, record keeping,

correspondence and other services to be performed by knowledgeable staff (collectively "staff"). In order to transition from the current RTA administration to the Interim Executive Director a transition plan is described in Attachment "A", which is attached and incorporated herein.

- 2) Employer. RTA is not to be the employer of any allocated personnel. COTPA and its beneficiary shall be solely responsible for all workers' compensation, payroll, tax withholding, notices, and other legal obligations of COTPA, and of employees generally, pursuant to all federal, state, and local laws. MOU
- 3) Interim Executive Director. The Interim Executive Director, or designee, shall plan and prepare all of RTA's meeting agendas and minutes, including those of the RTA's special committees and advisory bodies (collectively "Committees"). The Interim Executive Director is authorized to execute contractual and financial transactions on behalf of the RTA, pursuant to policies adopted by the RTA Board and/or board approval. The Interim Executive Director will coordinate the activities of the RTA Board and Committees to facilitate accomplishment of the mission. The Interim Executive Director, or designee, shall make best efforts to attend and represent the RTA in state and local planning processes including, by way of example, the ACOG Intermodal Transportation Policy Committee, the ACOG Intermodal Transportation Technical Committee, and ODOT meetings regarding the Oklahoma Public Transit Policy Plan. The Interim Executive Director shall cooperate with the RTA's designated legal counsel to provide timelines, planning information and recommendations to the RTA Board and Committees to ensure that the RTA meets its legal requirements in accomplishing its mission.
- 4) Administration Management.
 - (a) COTPA, through the Interim Executive Director, will utilize best efforts to provide for all administrative and accounting services necessary and proper to administer and support the RTA. Such administrative and accounting services will include annual budget reports, capital plans, and procurement in compliance with the RTA's procurement policy. The RTA shall provide access to its administrative system and historical administrative records
 - (b) Interim Executive Director will manage an accounting system to show expenditures of funds on behalf of the RTA. Interim Executive Director agrees to keep and maintain for the RTA, for the duration of this MOU, separate financial records, receipts and other records as are typically kept and maintained by an Oklahoma public trust, pursuant to governmental accounting standards. COTPA shall maintain separate financial accounts in RTA's name for all RTA funds and shall not commingle RTA funds with COTPA funds. The RTA shall provide access to its accounting system and historical accounting records.

- (c) Interim Executive Director shall annually, or more frequently if requested by the RTA Board, provide the RTA Board and the RTA beneficiaries copies of financial documents and reports sufficient to demonstrate the fiscal activity of the trust, including, but not limited to, budgets, financial reports, bond indentures, investment activity and audits. Amendments to the adopted budget shall be approved by the RTA Board and recorded as such in the official minutes of the RTA. The RTA Board must give prior approval of all claims and expenditures made on behalf of the RTA. The Interim Executive Director shall report to the RTA Board, at each regularly scheduled meeting, all claims or expenditures to be paid on the RTA's behalf, and on all other significant activities undertaken by staff on the RTA's behalf.
- 5) Public Records. Interim Executive Director shall keep and maintain for RTA its public records, respond to open records requests and shall comply with the state disclosure requirements. All records described in this section, or otherwise belonging to the RTA, shall be turned over to the RTA upon termination of this MOU. The RTA shall provide access to its records system and historical records.
- 6) Offices and Equipment. COTPA authorizes its Administrator to share its meeting spaces, equipment, and other resources to support the RTA in accomplishing its mission.
- 7) Public Information, Marketing and Community Engagement. As part of this MOU, the Interim Executive Director and designated staff are authorized to lead media relations and act as official representatives of the RTA. As part of this MOU, the Interim Executive Director is authorized by the RTA to contract with related professional and consulting services to manage various marketing campaigns, branding, and public and community engagements.
- 8) Website. As part of this MOU, the Interim Executive Director is authorized by the RTA to either engage a professional firm to develop a website for the RTA in compliance with the applicable procurement policies and the state and local laws and regulations. Also as part of this MOU, the Interim Executive Director shall engage a professional firm to maintain and update the website for the RTA in compliance with the applicable procurement policies and the state and local laws and regulations
- 9) Institutional Capacity. COTPA shall use its best efforts to support the RTA in establishing the institutional capacity necessary to qualify for discretionary federal grant funds to support capital investments.

B. General Terms

- 10) Term. The term of this MOU shall be for two years, beginning on Feb. 1st, 2020, and ending on JAN. 31st 2022, unless sooner terminated.
- 11) Renewal. This MOU will renew for additional one-year terms, if COTPA or the RTA notifies the other, in writing at least thirty days before the current term's expiration.
- 12) Termination. Either COTPA or the RTA may terminate this MOU, at any time, with or without cause, by giving forty-five days advance written notice to the other party.
- 13) Amendment. The parties may modify or amend this MOU, only by written agreement adopted by both the COTPA Board and the RTA Board.
- 14) Compensation. COTPA agrees to provide in kind contributions of staff time and expertise to support the objectives of the RTA in furthering Public Transportation in the region and shall also receive tender in exchange for the services provided, through the Interim Executive Director, as necessary to accomplish the RTA's purposes. It is expected the tender to COTPA from the RTA will be finalized as the financial management and budgeting processes are established and the agreement will be amended as necessary. Any goods, equipment, or services procured at the direction of the RTA Board for the benefit of the RTA shall be paid for with RTA funds.
- 15) Severability. If any provision of this MOU shall be interpreted by a court of competent jurisdiction to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this MOU is not affected in any manner materially adverse to any party.
- 16) Responsibility. Both parties acknowledge and agree that no matter how it is stated herein, all obligations and responsibilities are those of the RTA and/or COTPA and nothing herein are the obligation or responsibility of the City of Oklahoma City.
- 17) Joint Agency. Nothing in this MOU shall be construed to create any joint agency relationship between COTPA and the RTA.
- 18) Nondiscrimination. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, genetic information, disability or national origin in the course of carrying out the duties pursuant to this MOU. Both parties shall comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213), as amended and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, and the Genetic Information Nondiscrimination Act of 2008.

- 19) Venue and Applicable Law. COTPA and RTA hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this MOU shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. COTPA and RTA irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this MOU, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This MOU shall be construed and enforced in accordance with the laws of the State of Oklahoma.
- 20) Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this MOU.
- 21) Entire Contract. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements, both written and oral, between the parties with respect to the subject matter hereof. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 22) Assignment. The parties hereby agree that as this is an agreement for the provision of specialized services, therefore neither party may assign this MOU in whole or in part without the prior written consent of RTA.
- 23) No Extra Work. No claims for extra work, services, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon RTA unless such services, work, or deliverable is first requested and approved in writing by the RTA. Provided however, RTA may contract separately in writing for such additional work or services at a rate or price as the parties may in their discretion agree.
- 24) Upgrades and Substitutions. During the performance of this MOU, if any website or software required by this MOU requires upgrades in the website or software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction, cost and approval of RTA.
- 25) Time is of Essence. Both parties expressly agree that time is of the essence with respect to this MOU, and the time for performance of each service shall be made a part of the MOU and shall be strictly observed and enforced.

26) Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To COTPA:

COTPA
Jason Ferbrache, Administrator
2000 S. May
Oklahoma City, Oklahoma 73108
Telephone: (405) 297-1331

To RTA:

RTA Board Chair

Kathryn Holmes - Owner's Representative

P.O. Box 526057, OR, Salt Lake City, UT. 84152
(801) 410-4449

IN WITNESS WHEREOF:

Central Oklahoma Transportation and
Parking Authority

[Signature], Chair

By: Chris KAUFFMAN

Date: 1/24/20

Regional Transportation Authority of
Central Oklahoma

[Signature], Chair

By: Brad Henry

Date: 1/29/20

[Signature], Secretary

[Signature]
Assistant Municipal Counselor
City of Oklahoma City

