

MEMORANDUM OF UNDERSTANDING FOR INTERIM ADMINISTRATIVE SERVICES

Between
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
and
REGIONAL TRANSPORTATION AUTHORITY
of CENTRAL OKLAHOMA

This Memorandum of Understanding for Interim Administrative Services (“Understanding”) is entered into this ___ day of _____, 2018, by and between the Association of Central Oklahoma Governments (“ACOG”) and the Regional Transportation Authority of Central Oklahoma (“RTA”).

RECITALS

WHEREAS, ACOG is an Oklahoma nonprofit corporation, formed for the purposes of coordinating spending on multijurisdictional transportation through a comprehensive, cooperative and continuing process, and is designated as a Metropolitan Planning Organization for the Central Oklahoma region (the “Region”);

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;

WHEREAS, ACOG is entitled to receive, spend, and allocate transportation funding from various sources, including federal, state, and local governments;

WHEREAS, ACOG is governed by its Regional Council (the “ACOG Council”) which is made up of officials from various local governments in the region;

WHEREAS, the RTA is governed by its Board of Trustees (the “RTA Board”) comprised of appointed representatives of beneficiaries of the trust;

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

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

WHEREAS, ACOG proposes to provide interim administrative services to the RTA until such time as the RTA retains its own staff to perform administrative services necessary to accomplish its purposes;

WHEREAS, ACOG has a qualified staff and other resources immediately available to assist the RTA in accomplishing its purposes;

WHEREAS, ACOG supports the mission of the RTA and is willing and able to provide its resources and staff for use by the RTA in accomplishing that mission; and

WHEREAS, RTA desires to utilize ACOG staff and other resources as set forth in this Understanding.

NOW, THEREFORE, ACOG and RTA acknowledge, understand, and agree as follows:

A. Specific Terms

1. **Personnel.** ACOG will share its executive director, other program directors, and the rest of its workforce (collectively "Staff") with the RTA, at no cost to the RTA, as necessary to perform administrative services to accomplish the RTA's purposes, until such time as the RTA retains its own staff to perform such services. The administrative services will consist of the work necessary to perform the plan of work and the budget attached as Exhibit A. In general, the services will consist of the routine management, accounting, record keeping, contracting, and correspondence required by the RTA to move forward its plan of work.
2. **Employer.** ACOG is and will remain the only legal employer of Staff, and ACOG shall be solely responsible for all workers' compensation, payroll, tax withholding, notices, and other legal obligations of ACOG, and of employers generally, pursuant to all federal, state, and local laws. The employees of ACOG shall not become employees of the RTA by virtue of this Understanding.
3. **Executive Director.** The executive director of ACOG will be the interim chief administrator of the RTA. The executive director shall be responsible for planning and preparation of all meeting agendas, including those of the RTA's special committees and advisory bodies (collectively "Committees"), and is authorized to execute contractual and financial transactions on behalf of the RTA, pursuant to policies adopted by the RTA Board. The executive director will coordinate the activities of the RTA Board and Committees to facilitate accomplishment of the mission. The executive director shall cooperate with legal counsel to provide timelines, planning information and recommendations to the RTA Board and Committees to ensure that the RTA meets all of its legal requirements in accomplishing its mission.
4. **Administration.** ACOG, through the executive director, will provide and pay for all administrative and accounting services necessary and proper to administer and support the RTA and protect the resources ACOG is providing to the RTA.

5. **Financial Transactions.** Until such time as the RTA Board determines to levy a sales tax authorized by the registered voters within the RTA boundary as required by Title 68 OS §1370.7, the beneficiaries of the RTA public trust shall fund the RTA based upon each beneficiary's percentage of population of the aggregate population of all beneficiaries as reflected on Exhibit B. The RTA funds will be remitted to the ACOG Council with instructions to deposit and account for funds of the RTA by opening a bank account in a bank designated by the RTA, using the RTA's tax identification number. All funds received by the RTA (other than funds paid directly to contractors by fiscal agents) will be deposited into the RTA account. The executive director, or designee, is authorized to execute financial transactions on behalf of the RTA, pursuant to policies adopted by the RTA Board.
6. **Financial Books.** ACOG will develop an accounting system to show expenditures of funds on behalf of the RTA. ACOG agrees to keep and maintain for the RTA, for the duration of this Understanding, separate financial books, receipts and other records as are typically kept and maintained by an Oklahoma public trust, pursuant to governmental accounting standards.
7. **Annual Report.** The executive director shall file annually with the RTA trustees and the RTA beneficiaries, copies of financial documents and reports sufficient to demonstrate the fiscal activity of such trust, including, but not limited to, budgets, financial reports, bond indentures, and audits. Amendments to the adopted budget shall be approved by the trustees of the public trust and recorded as such in the official minutes of such trust. The executive director shall report, not less than monthly, to the RTA Board and the ACOG Council, on all expenditures made by ACOG on the RTA's behalf, and on all other significant activities undertaken by Staff on its behalf. The executive director shall prepare an annual budget.
8. **Public Records.** ACOG shall keep and maintain for RTA its public records and shall comply with the disclosure requirements therein. All records described in this section shall be turned over to the RTA upon termination of this Understanding.
9. **Inspections and Audits.** ACOG agrees to permit inspections or audits of any of its financial books or records, upon reasonable notice, by the RTA or anyone authorized by the RTA to conduct any inspections or audits on the RTA's behalf. ACOG agrees to have performed a financial audit, consistent with governmental accounting standards, upon the close of each fiscal year.
10. **Offices and Equipment.** ACOG will share all of its offices, equipment, and other resources to support the RTA in accomplishing its mission.
11. **Indemnification.** The parties agree to indemnify, defend and hold harmless each other and their boards, from, for, and against, any all claims, demands, damages, or penalties, brought by or on behalf of any persons or entities, arising out of the

parties' activities, as described herein, regardless of how such claims are worded or styled, and regardless of the specific cause of action or type of claim asserted.

12. **Insurance.** For the duration of this Understanding, ACOG agrees to carry liability insurance necessary and proper to secure all of its commitments made herein, and ACOG agrees to disclose this Understanding to its insurers and verify that they will insure the responsibilities undertaken by ACOG herein. Until RTA notifies ACOG that it has obtained its own insurance, ACOG shall require that the RTA be identified as an additional insured on all of ACOG's insurance policies and will provide to the RTA certificates of insurance evidencing RTA's status as additional insured and requiring that the RTA be notified in writing, at least ten days in advance, of any modification, termination or lapse of the insurance.

B. General Terms

13. **Severability.** If any provision of this Understanding 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 Understanding is not affected in any manner materially adverse to any party.
14. **Term, Termination, and Modification.** The term of this Understanding shall be for one year, beginning on _____, 20__, and ending on _____, 20__, unless sooner terminated. However, this Understanding shall automatically renew for an additional one-year term, unless ACOG or the RTA notifies the other, in writing, of its intention not to allow this Understanding to renew, at least thirty days prior to the beginning of the renewal term. Either ACOG or the RTA may terminate this Understanding, at any time, with or without cause, by giving sixty days advance written notice one to the other. The parties may modify or amend this Understanding, only by written agreement adopted by the ACOG Council and the RTA Board.
15. **No Partnership or Joint Agency.** Nothing in this Understanding shall be construed to create any partnership or joint agency relationship between ACOG and the RTA.
16. **No Discrimination.** 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 Understanding. Both parties shall comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, and the Genetic Information Nondiscrimination Act of 2008.

IN WITNESS WHEREOF:

**Association of Central Oklahoma
Governments**

_____, Chair

By: _____

Date: _____

**Regional Transportation Authority of
Central Oklahoma**

_____, Chair

By: _____

Date: _____