

**FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT
SERVICE AGREEMENT FOR PROVISION OF TRANSPORTATION SERVICES**

This First Amendment (“Amendment”) is made by and between the Central Oklahoma Transportation and Parking Authority d/b/a EMBARK, a public trust (“**EMBARK**”), and the City of Norman, a municipal corporation (“**Norman**”), “Parties” to the Interlocal Agreement - Service Agreement for Provision of Transportation Services, dated July 1, 2022.

WITNESSETH:

WHEREAS, the Parties entered into an Interlocal Agreement - Service Agreement for Provision of Transportation Services, effective July 1, 2022 (“Agreement”); and

WHEREAS, Section 5 of the Agreement and Section 1(b) of Exhibit G of the Agreement provide that the total compensation under the Agreement is not to exceed \$3,564,864.98 without both Parties’ prior written approval; and

WHEREAS, on June 2, 2023, EMBARK approved a contract with the Amalgamated Transit Union, Local 993, that was retroactive from July 1, 2022, through June 30, 2025, and included a pay plan adjustment of 8% for all represented employees, among other things (“ATU Contract”); and

WHEREAS, as a result of the pay plan adjustment in the ATU Contract, the actual cost of EMBARK’s performance under this Agreement would end up bringing the total compensation to be paid under the Agreement in excess of \$3,564,864.98; and

WHEREAS, to account for the increased actual cost of EMBARK’s performance, the Parties desire to amend the Agreement to increase the maximum compensation allowed under the Agreement.

NOW THEREFORE, it is mutually agreed by and between the Parties to amend the Agreement as follows:

1. Section 5 of the Agreement is modified by the following additions (indicated by underlining) and deletions (indicated by strikethroughs) to read as follows:

5. **COMPENSATION, INVOICING, and PAYMENT.** For the services provided by **EMBARK** pursuant to this Agreement, **Norman** agrees to pay to **EMBARK** the compensation as specified in Exhibit G. The **Parties** acknowledge and agree that the compensation for the operation of monthly Transit Services and up-front public liability insurance premium (excluding Additional Costs and liability reimbursement funds as outlined below) during the Term of this Agreement **is not to exceed \$3,564,864.98 \$3,987,389.46** without both **Parties**’ prior written approval. **Parties** acknowledge that this annual not-to-exceed amount is the actual costs of the yearly insurance premium and an estimate of anticipated operational costs.

2. Section 1(b) of Exhibit G of the Agreement is modified by the following additions (indicated by underlining) and deletions (indicated by strikethroughs) to read as follows:

- b. The total compensation for the operation of monthly Transit Services and up-front public liability insurance premium during the term of this Agreement shall not exceed

\$3,564,864.98 without both Parties' prior written approval. **Norman** shall pay to **EMBARK \$184,670.98** upon receipt of an initial invoice for actual costs of the public liability insurance premium for coverage from July 1, 2022 – June 30, 2023. Should this insurance policy be cancelled during prior to June 30, 2023, **EMBARK** shall refund to **Norman** the amount of any refunded premium. The estimated budget for Transit Services outlined in **Exhibits A through E** are as follows:

| | | |
|--|----------------------------------|------------------------------|
| Transit Services | \$3,045,220.00 | <u>\$3,425,872.50</u> |
| 11% Transit Services Administration Fee | \$ 334,974.00 | <u>\$ 376,845.98</u> |
| <u>Liability Insurance Premium & Claims</u> | | <u>\$ 184,670.98</u> |
| Total Estimated Transit Services Budget | \$3,564,864.98 | <u>\$3,987,389.46</u> |

MOREOVER, except as modified and amended herein, all other terms and provisions of the Agreement remain in full force and effect and are binding on the Parties. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions in this Amendment will control.

FURTHERMORE, this Amendment shall be effective upon execution by the last party hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS THEREOF, this **Amendment No. 1 to Interlocal Agreement for Service Agreement for Provision of Transportation Services** is entered into this ____ day of _____, 2023.

CITY OF NORMAN, OKAHOMA

Mayor Larry Hiekkila

Attest: _____
Brenda Hall, City Clerk

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

Assistant City Attorney

APPROVED by the Administrator on behalf of the Central Oklahoma Transportation and Parking Authority this 23rd day of June, 2023.

Attest:



Secretary

CENTRAL OKLAHOMA TRANSPORTATION
AND PARKING AUTHORITY



Administrator

REVIEWED for form and legality



Assistant Municipal Counselor