



CITY OF NORMAN, OK STAFF REPORT

DATE: 8/29/2023

TO: Darrel Pyle

FROM: Taylor Johnson, Transit and Parking Program Manager

RE: APPROVAL, ACCEPTANCE, OR REJECTION OF A MEMORANDUM OF UNDERSTANDING WITH THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY ("COTPA") AND THE CITY OF NORMAN TO RESOLVE DAMAGES TO CITY OWNED VEHICLE UNIT 5-2219.

BACKGROUND:

In August of 2018, University of Oklahoma officials advised City of Norman staff of their desire to transfer non-campus bus services in Norman to another operator by the end of the 2019 fiscal year. The City of Norman took over the operations of the City public transportation system on June 1, 2019, from the University of Oklahoma. Since then, staff has worked diligently to maintain operation of the service and to evaluate how to better serve Norman's citizens. This work has included collaborating with COTPA dba EMBARK for day to day operations. The parties entered into an Interlocal Agreement on August 2, 2019 for this mutually beneficial service. This Agreement has been renewed annually.

As part of their services, COTPA provides employees to operate city owned vehicles, including Unit 5-2219, a 2022 Gillig G28B bus. On June 21, 2023, while operating their route a COTPA operator driving Unit 5-2219 collided with a City sanitation vehicle which was also in service. The accident report indicates that the bus attempted to pass the sanitation vehicle under the assumption that it would be making a right turn out of the turn around but instead the sanitation vehicle remained in its lane.

The Agreement with COTPA in effect at the time of the accident, K-2122-131, sets out that: "Section 5 (A) (4), 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. Norman shall reimburse EMBARK the actual cost of deductibles or other out-of-pocket actual costs relating to payment of liability claims up to a maximum amount of \$166,000 for incidents occurring from July 1, 2022, through June 30, 2023, and as outlined in Section 6. Liability and Insurance." Therefore an agreement has been reached to avoid Norman reimbursing EMBARK the repairs costs to the city owned bus.

While an Authority not the City owns the sanitation truck, those damages are also not a part of this agreement because the City's fleet department used parts from a surplussed vehicle and City staff to fix the damages to that vehicle. The City's Transit and Parking Division purchased the remaining part needed for the sanitation vehicle for \$3, 144.13.

DISCUSSION:

In order to avoid having to pay EMBARK for the repairs done to the City owned bus or sanitation vehicle, according to the terms of the Agreement in effect at the time of the accident, the MOU sets out that both parties will agree to pay or provide certain services related to the bus's repairs. The City has agreed to cover the cost of parts in an estimated amount of \$32,127 while EMBARK has agreed to cover costs of labor, tools, and shop supplies at an estimated cost of \$11,520 without requiring the City reimburse EMBARK for those expenses.

RECOMMENDATION:

Approval the MOU between COTPA and City of Norman dividing up the costs of repairs for the city owned vehicle, Unit 5-2219, a 2022 Gillig G28B bus, involved in the accident on June 21, 2023.

MEMORANDUM OF UNDERSTANDING

K-2324-69

This Memorandum of Understanding (“Memorandum”) is made on this 29th day of August, 2023, by and between the City of Norman (“City”) and Central Oklahoma Transportation and Parking Authority (“COTPA”), collectively “Parties”, for the purpose of bringing the City’s Unit 5-2219, an electric transit bus, back to pre-incident condition (“Project”).

WHEREAS, City was approved by the Federal Transit Administration (“FTA”) to serve as an active grantee/direct recipient to receive federal funds and operate public transit in the City of Norman and surrounding areas; and

WHEREAS, City desired COTPA to perform the public Transit Services as an independent contractor; and

WHEREAS, COTPA desired to provide the public Transit Services as an independent contractor; and

WHEREAS, the Parties entered into an Interlocal Agreement (“Agreement”) on August 2, 2019, to further this mutually beneficial service; and

WHEREAS, pursuant to the terms of the Agreement, COTPA provides a number of services to City, which includes COTPA providing operators for City-owned vehicles; and

WHEREAS, on June 21, 2023, a COTPA operator was performing their route in a City-owned vehicle (“Unit 5-2219”) when Unit 5-2219 was involved in a collision with a City sanitation vehicle while in service; and

WHEREAS, based on the videos and accident report, COTPA believes the collision was an accident that could have been prevented by the bus driver; and

WHEREAS, the City and COTPA are willing to work together to repair the damage to Unit 5-2219 that occurred during the incident mentioned above; and

WHEREAS, both the City and COTPA desire to enter into this Memorandum to set out the working assignments that each of the Parties agree are necessary to complete the Project.

NOW THEREFORE, the Parties mutually agree as follows:

1. The vehicle that is the subject of this Project is a 2022 Gillig G28B, bearing VIN 15GGB2813N3197133.
2. The City agrees to be responsible for:
 - a) Purchasing the list of parts that have been ordered, along with the estimated time of delivery.
 - b) Purchasing any additional parts necessary.
 - c) Providing all paint required to ensure it matches City’s paint specifications.
 - d) Providing a digital copy of the parts/service manuals.
 - e) Providing COTPA with name of the City’s point of contact who will be doing periodic inspections of the work during the Project and, if issues arise, to assure that repairs are made to City’s specifications.

MEMORANDUM OF UNDERSTANDING

K-2324-69

3. COTPA agrees to be responsible for:
 - a) Providing all labor and tools required at no cost to City.
 - b) Providing all miscellaneous shop supplies at no cost to City.
 - c) Scheduling and notifying City of periodic inspections and the final inspection. These inspections will include at a minimum:
 - i. Removal of all panels,
 - ii. Structural repairs,
 - iii. Panel and body work replacement, and
 - iv. Final inspection, and any additional requested inspections at the request of City.
4. The City's main point of contact for the Project and inspections will be Jeff Parker, Fleet Supervisor-Transit, with Mike White, Fleet Program Manager, serving as backup.
5. The cost for the parts and paint to be paid for by the City is estimated to be \$32,127.00.
6. The cost for the labor, tools, and miscellaneous shop supplies to be paid for by COTPA is estimated to be \$11,520.
7. COTPA's main point of contact for the Project will be Dennis Fry, Facility and Fleet Manager, with Tracy McGlothlin, Assistant Fleet Manager.
8. The final inspection will occur before the unit is returned to the City, with the City contacts providing written acceptance of the vehicle once it is in satisfactory condition.

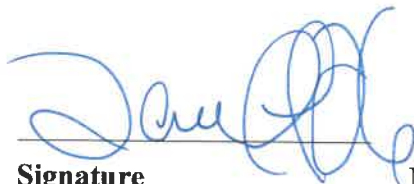
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MEMORANDUM OF UNDERSTANDING


K2324-69

Agreed to by both officials below on behalf of each party, respectively:


City of Norman:

 DARREL PYLE / City Manager 8-29-23
 Signature Name/Title Date

Approved as to form and legality this 29 day of August, 2023.


 City Attorney

COTPA:

 Assistant Director of Operations 8/29/23
 Signature Name/Title Date

Approved as to form and legality this 28th day of August, 2023.


 Assistant Municipal Counselor