

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT

SERVICE AGREEMENT FOR PROVISION OF TRANSPORTATION SERVICES

This Amendment No. 1 to Interlocal Agreement for Service Agreement for Provision of Transportation Services (“Amendment No. 1”) is made and entered into this 1st day of January, 2022 (Effective Date), by and between the Central Oklahoma Transportation and Parking Authority (“**COTPA**”) d/b/a **EMBARK**, a public trust (“**EMBARK**”), and the City of Norman, a municipal corporation (“**Norman**”), for the provision of public transportation services, in accordance with 74 O.S. § 1008.

WITNESSETH:

WHEREAS, Norman has been 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, on August 2, 2019, **EMBARK** and **Norman** (Parties) entered an initial Interlocal Agreement pursuant to which **EMBARK** provided the public Transit Services for Norman as an independent contractor; and

WHEREAS, the **Parties** entered into a new Interlocal Agreement (“**Agreement**”) effective July 1, 2021, pursuant to which **EMBARK** continues to provide the public Transit Services for Norman as an independent contractor; and

WHEREAS, the **Parties** desire to amend said Agreement to enable **EMBARK** to provide washing and fueling services for **Norman**’s bus and paratransit vehicles through the remainder of the Agreement’s term expiring on June 30, 2022.

NOW, THEREFORE, for and in consideration of the mutual Agreements, covenants, and conditions herein set forth, the parties hereto agree as follows:

1. **PURPOSE.** The **Parties** agree and acknowledge that the purpose of this Amendment No. 1 is to add Washing and Fueling Services for Norman’s buses and paratransit vehicles to the Agreement’s Scope of Services.
 - A. “Washing and Fueling Services” means the services identified in **Exhibit A**.
2. **ENTIRE AGREEMENT/AMENDMENTS.** This Amendment No. 1, with attached Exhibits, as identified below and herein incorporated by reference, contains all the terms and conditions agreed upon by the parties hereto and supersedes all prior and/or contemporaneous discussions, representations, or agreements of the parties relating to the work to be performed, whether written or oral. This Amendment No. 1 may only be modified by prior mutual written approval of the parties. Both parties acknowledge and agree that only the Norman City Council and COTPA Board can agree to any such amendment of this Amendment No. 1. Both parties further acknowledge and agree that all terms and conditions of the Agreement shall remain in full force and effect, unless specifically amended by this Amendment No. 1.

Exhibit A – Scope of Washing and Fueling Services
Exhibit B – Employee Work Schedule
Exhibit C – Washing Cycle
Exhibit D – Interlocal Agreement

3. **SCOPE OF WASHING AND FUELING SERVICES.** In addition to the Scope of Services set forth in the Agreement, **EMBARK** will hereinafter provide the Washing and Fueling Services as set forth in **Exhibit A**.
4. **COMPENSATION, INVOICING, and PAYMENT.** For the services provided by **EMBARK** pursuant to this Amendment No. 1, **Norman** agrees to pay to **EMBARK** the compensation as specified below.
 - A. Compensation
 1. Both Parties agree that such compensation outlined below reflects reasonable and necessary costs which will be incurred by **EMBARK** to provide the Washing and Fueling Services outlined in **Exhibit A**.
 2. During the services being provided, **EMBARK** will reevaluate the costs associated with providing Washing and Fueling Services and provide an updated cost estimate to be included in the updated Operations Services proposal for FY23.
 3. The total compensation for the operation of monthly Transit Services and Washing and Fueling Services shall not exceed **\$3,459,655.58** without both Parties' prior written approval.
 - B. Invoicing
 1. **EMBARK** will submit a routine monthly invoice for the previous month, as provided in the Agreement.
 - C. Payment
 1. **Norman** will pay all invoices 30 days after receipt of a proper invoice, as provided in the Agreement.

All other provisions of Contract No. K-2021-128, except for those specifically listed above, shall remain in full force and effect.

[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 _____, 2022.

CITY OF NORMAN, OKLAHOMA

Mayor Brea Clark

Attest: _____
Brenda Hall, City Clerk

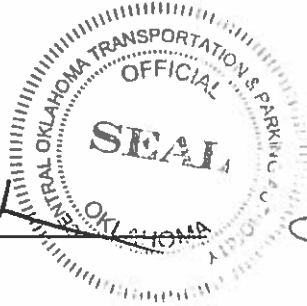
APPROVED as to form and legality this _____ day of _____, 2022.

Assistant City Attorney

APPROVED by the Trustees of the Central Oklahoma Transportation and Parking Authority and

SIGNED by the Chairman this 7th the day of January, 2022.

Attest:



CENTRAL OKLAHOMA TRANSPORTATION
AND PARKING AUTHORITY


Secretary


Chairman

REVIEWED for form and legality


Assistant Municipal Counselor

EXHIBIT A

Scope of Washing and Fueling Services

1. STAFFING

EMBARK will assign (2) two full-time service crew technician and one (1) full-time lead service crew technician working on-site at the **Norman** maintenance facility at North Base. The service crew technicians and full-time lead will work six (6) days a week from 6:30 pm to 3 am, based on the schedule outlined in “*Exhibit B – Employee Work Schedule*”. These individuals will have the primary responsibility for daily vehicle cleaning, fueling, and reporting any noticed defects to **Norman** maintenance staff.

Staffing shortage across the country are at an all-time high. **EMBARK** is experiencing similar situations with the hiring of Service Crew Techs. While our current cost and schedule show that work would begin as early as January 2022, **EMBARK** reserves the right to postpone beginning service or operating at a lower level of service until fully staffed. **EMBARK** will make efforts to hire current **Norman** staff to fulfill the duties outlined.

2. CONTRACT DUTIES

The service crew technicians will check all vehicle fluid levels each time a vehicle is fueled and is thoroughly trained in each vehicle to spot cracked or broken belts, lose or broken brackets, or other worn parts within the engine compartment. The service crew technician is also trained to check for unusual noises, brake issues, and tire wear during the fueling process. Any noted issues are recorded by the technician and reported immediately to the **Norman** maintenance department manager

The service crew technicians will first fuel the non-compressed natural gas (CNG) vehicles each evening at the **Norman** fueling location, checking all fluid levels and general vehicle condition as described above. The Service crew technicians will next hook up all CNG equipped vehicles to the slow fill CNG equipment. Next, each vehicle’s wheels and front and rear panels will be thoroughly washed every evening. Each vehicle full exterior will be washed based on an even and odd schedule as outlined in “*Exhibit C – Washing Cycle*”. Each vehicle interior will be cleaned and sanitized using the **Norman** fogging equipment and the **Norman** recommended fogging supplies. The interior service signage will be inspected daily and replaced as needed. Every two weeks or more frequently as conditions warrant, each vehicle will receive a complete deep cleaning, and vehicles are sprayed for bugs and pests as needed.

3. ASSUMPTIONS

- **Norman** will provide and maintain the Power Washing Equipment Trailer and Service Truck.
- **Norman** will provide all storm water permits if required.
- **Norman** will provide the fogging equipment listed above and current materials on hand. **EMBARK** will purchase the replacement supplies for fogging.
- **EMBARK** will provide the supplies, such as rags, soap, brushes needed to perform washing.
- **Norman** will provide access to fueling facilities for all fueling, including the fuel for the provided service truck and power washing equipment.
- **EMBARK** will provide uniforms and uniform cleaning services.
- **EMBARK** will clean every bus and para transit vehicle’s front, rear and wheels every day.
- **EMBARK** will clean every bus and para transit vehicle’s interior to include trash removal, sweeping, and all surfaces wiped down every day.
- **EMBARK** will perform a full exterior wash per the “*Exhibit C – Washing Cycle*.”

4. COST ESTIMATE APPROACH

EMBARK would look to begin providing the service on or about January 1, 2022, for the remainder of FY22 ending on June 30, 2022. The cost estimate outlined in Section 4.A.3. of Amendment No. 1 is broken into a per month costing and could start at a later date than January 1, 2022, and be prorated to the actual service provided. During the services being provided, **EMBARK** would reevaluate the costs associated with providing Washing and Fueling Services and provide an updated cost estimate to be included in the updated Operations Services proposal for the FY23.

EXHIBIT B

Employee Work Schedule

Employee Type	SUN	MON	TUE	WED	THU	FRI	SAT
Full-Time Lead Service Crew Technician		8	8	8	8	8	
Full-Time Service Crew Technician		8	8	8	8	8	
Full-Time Service Crew Technician			8	8	8	8	8

EXHIBIT C

Washing Cycle

V No	Year	Manuf	Model	Service	Fuel Type	SU	MO	TU	WE	TH	FR	SA
5-0314	2003	New Flyer	D40LF	FR	Diesel			1		1		
5-0319	2003	New Flyer	D40LF	FR	Diesel		1		1			
5-0703	2007	Gillig	G27B	FR	Diesel		1		1			
5-0704	2007	Gillig	G27B	FR	Diesel			1		1		
5-0705	2007	Gillig	G27B	FR	Diesel		1		1			
5-0864	2009	Ford	E450	DR	Diesel			1		1		
5-0865	2009	Ford	E450	DR	Diesel		1		1			
5-0930	2009	Chevrolet	Glaval - Titan II	FR	CNG			1		1		
5-0931	2009	Chevrolet	Glaval - Titan II	FR	CNG		1		1			
5-0932	2009	Chevrolet	Glaval - Titan II	FR	CNG			1		1		
5-0967	2011	Chevrolet	Glaval - Titan II	DR	CNG		1		1			
5-0968	2011	Chevrolet	Glaval - Titan II	DR	CNG			1		1		
5-1028	2010	Daimler	LF 07.502	FR	CNG			1		1		
5-1029	2010	Daimler	LF 07.502	FR	CNG		1		1			
5-1055	2011	Dodge	Caravan	DR	Gas		1		1			
5-1308	2011	Chevrolet	G4500 Express	DR	Diesel			1		1		
5-1370	2011	Ford	E450	DR	CNG			1		1		
5-1371	2011	Ford	E450	DR	CNG		1		1			
5-1472	2011	Ford	E450	DR	CNG			1		1		
5-1473	2011	Ford	E450	DR	CNG		1		1			
5-1474	2011	Ford	E450	DR	CNG			1		1		
5-1475	2011	Ford	E450	DR	CNG		1		1			
5-1533	2015	Chevrolet	Xpress	FR	CNG		1		1			
5-1580	2012	Dodge	Caravan	DR	Gas			1		1		
5-1581	2012	Dodge	Caravan	DR	Gas		1		1			
5-1906	2019	Gillig	G31B	FR	CNG			1		1		
5-1907	2019	Gillig	G31B	FR	CNG		1		1			
5-2065	2012	Dodge	Ram 3500	DR	CNG		1		1			

EXHIBIT D

Interlocal Agreement

[The Interlocal Agreement entered into between the Central Oklahoma Transportation and Parking Authority (“COTPA”) d/b/a EMBARK, a public trust (“EMBARK”), and the City of Norman, a municipal corporation (“Norman”) effective July 1, 2021, follows this page.]