

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT SERVICE AGREEMENT FOR PROVISION OF TRANSPORTATION SERVICES**

This Amendment No. 1 to **Interlocal Agreement Service Agreement for Provision of Transportation Services** (“**Amendment 1**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Central Oklahoma Transportation and Parking Authority (“**COTPA**”) d/b/a **EMBARK**, public trust (“**EMBARK**”), and the City of Norman, a municipal corporation (“**Norman**”).

**WITNESSETH:**

WHEREAS, on July 1, 2024, Norman approved Interlocal Agreement Service Agreement for Provision of Transportation Services, (“**Original Agreement**”) Contract No. K-2425-6, an Interlocal Agreement with COTPA for the provision of public transportation services in accordance with 74 O.S. § 1008;

WHEREAS, the City of Norman desires to provide additional security at the Norman Transit Center; and

WHEREAS, the City of Norman’s vehicle washing station has been completed, requiring certain changes to the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and promises herein set forth, the parties do hereby covenant and agree to reaffirm all provisions of Interlocal Agreement Service Agreement for Provision of Transportation Services, except as amended or supplemented as follows:

1. Section 7 of Exhibit D of the Original Agreement is modified by the following additions (indicated by underlines) and deletions (indicated by strikethroughs) to read as follows:

7. ~~[Reserved]~~ EMBARK agrees to provide professional security services at the Norman Transit Center, located at 320 E. Comanche St., to ensure the safety and protection of the premises and its occupants. EMBARK shall ensure that all security personnel are adequately trained, appropriately licensed, and fully equipped to effectively address and respond to potential security incidents. Security services shall be provided eight hours per day, Monday through Saturday, during EMBARK Norman’s hours of operation, which are as follows:

- Monday through Friday: 7:00 AM to 10:00 PM
- Saturday: 10:00 AM to 7:00 PM

The scheduled period in which security services are to be provided during EMBARK Norman’s hours of operation shall be determined and adjusted, as needed, by the Parties’ respective Program Managers. An exception to this service will apply if a scheduled holiday or unforeseen circumstances result in the closure of EMBARK Norman.

2. Sections 3 and 4 of Exhibit E of the Original Agreement are modified by the following additions (indicated by underlines) and deletions (indicated by strikethroughs) to read as follows:

3. **ASSUMPTIONS**

- **Norman** will provide and maintain the Vehicle Wash Facility ~~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 needed to perform washing, such as rags, soap, and brushes.
- **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 paratransit vehicle’s front, rear, and wheels every day.
- **EMBARK** will clean every bus and paratransit vehicle’s interior, to include trash removal, sweeping, and all surfaces wiped down every day.
- **EMBARK** will perform a full exterior wash per the “Washing Cycle Schedule.”

~~4. ANTICIPATED CHANGES~~

~~The Parties anticipate the establishment of a Norman vehicle wash facility during the term of this agreement. The COTPA Administrator is authorized to implement any changes to this Agreement based on the establishment of this Vehicle Wash Facility, subject to approval by Norman.~~

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

**1. OPERATION OF TRANSIT SERVICES**

- a. **Norman** shall fully reimburse **EMBARK** for the reasonable and necessary costs of contracting for the delivery of Transit Services as detailed in **Exhibits A through E**. The Parties acknowledge and agree that such compensation during the Term of this Agreement is not to exceed ~~\$4,539,850.17~~ \$4,575,071.93 without both Parties’ prior written approval. Parties acknowledge that this annual not-to-exceed amount is an estimate of anticipated operational costs.
- b. The estimated budget for the performance of the Transit Services outlined in **Exhibits A through E** is as follows:

<b>Transit Services</b>	<b>\$3,945,318.34</b>
<b>10% Administration Fee</b>	<b>\$ 394,531.83</b>
<b>Operations Risk Assumption Fee</b>	<b>\$ 200,000.00</b>
<b><u>Security Services</u></b>	<b><u>\$35,221.76</u></b>
<b>Total Estimated Transit Services Budget</b>	<b><u>\$4,539,850.17</u></b> <b><u>\$4,575,071.93</u></b>

FURTHERMORE, the effective date of this Amendment No. 1 shall be February 1, 2025.

FURTHERMORE, except as modified and amended in this Amendment, all other terms and provisions of the Interlocal Agreement, Contract No. K-2425-6 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 Interlocal Agreement, Contract No. K-2425-6, the provisions of this Amendment will control.

IN WITNESS THEREOF, this Amendment No. 1 is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

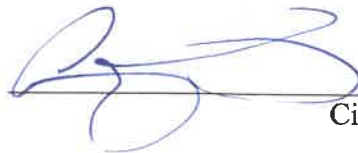
**CITY OF NORMAN, OKLAHOMA**

By: \_\_\_\_\_  
Mayor Larry Heikkila

ATTEST:

By: \_\_\_\_\_  
Brenda Hall, City Clerk

Approved as to form and legality this 23 day of Jan., 2025.

  
\_\_\_\_\_  
City Attorney

APPROVED by the Trustees of the Central Oklahoma Transportation and Parking Authority and  
SIGNED by the Chairman this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CENTRAL OKLAHOMA TRANSPORTATION  
AND PARKING AUTHORITY (“EMBARK”)**

By: \_\_\_\_\_

Chairman

ATTEST:

By: \_\_\_\_\_

Secretary

REVIEWED for form and legality

\_\_\_\_\_  
Assistant Municipal Counselor