

AMENDMENT NO. 2
Interlocal Agreement Service Agreement for Provision of Transportation Services

This Amendment No. 2 to **Interlocal Agreement Service Agreement for Provision of Transportation Services**, Contract No. K-1920-30 (“Amendment”) is made and entered into this _____ day of _____, 2019, 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 30, 2019, **Norman** approved **Interlocal Agreement Service Agreement for Provision of Transportation Services**, Contract No. K-1920-30, an Interlocal Agreement with **COTPA** for the provision of public transportation services in accordance with 74 O.S. § 1008;

WHEREAS, that agreement provides that **EMBARK** will not charge fare from August 5, 2019, until October 31, 2019;

WHEREAS, on October 22, 2019, **Norman** approved Amendment No. 1 to Contract No. K-1920-30, extending the free fare period until December 31, 2019; and

WHEREAS, **Norman** is still in the process of analyzing the operational costs and needs of the public transportation system in Norman and desires to extend the free fare period for a longer period of time not to extend beyond June 30, 2020, unless otherwise agreed by the parties; and

WHEREAS, **EMBARK** and **Norman** agree that **EMBARK** will not start collecting fares on behalf of **Norman** until after the completion of the public notice and hearing process outlined in paragraph 10 and in accordance with federal law and regulations.

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**, Contract No. K-1920-30 except as amended or supplemented as follows:

1. This section shall be amended to extend the free fare period for a longer period of time not to exceed beyond June 30, 2020, unless otherwise agreed by the parties, as follows:

10. Fare. **EMBARK** agrees that it will not charge Norman citizens fare from August 5, 2019 through ~~December 31, 2019~~ June 30, 2020, unless an earlier date ending the free fare period is mutually agreed upon by the parties in writing. The City Manager and/or his designee is hereby authorized to execute such an agreement to an earlier date. Following the Effective Date,

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EMBARK and **Norman** shall ~~begin~~ continue the planning process of undertaking to change the fares in the City of Norman service area to those charged by **EMBARK** for other service areas. **EMBARK** will provide consultation and assistance to **Norman** regarding the fare process. **Norman** agrees that fare changes and/or substantial change in service will be instituted only following an opportunity for the general public to make comments on any proposed fare increases and/or substantial change in service and only after such proposal and public comments are provided to the **COTPA** Administrator for review. **Norman** agrees and will submit to the **COTPA** Administrator information necessary to perform a demographic evaluation to enable **EMBARK** to propose development and/or an update for **Norman**'s Title VI program. **Norman** further agrees to submit to the **COTPA** Administrator a plan that disseminates information on transit and transportation services as may be required by Title VI to its community, including minority communities.

EMBARK acknowledges and agrees that it is not to charge fare to bus patrons who produce and display a University faculty, staff, or student identification. To the extent allowable by **EMBARK**'s system, **EMBARK** will tally the number of University bus patrons to receive transportation services per ride and include those calculations within its monthly ridership reports reported to Norman.

Norman shall be responsible for collecting and depositing cash and coin fares. Electronic fares will be deposited directly into a **Norman** account.

FURTHERMORE, except as modified and amended in this Amendment, all other terms and provisions of the Interlocal Agreement, Contract No. K-1920-30 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-1920-30, the provisions of this Amendment will control.

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IN WITNESS THEREOF, this **Agreement** is entered into this 10th day of December, 2019.

CITY OF NORMAN, OKAHOMA

Mayor Breea Clark

Attest: _____
Brenda Hall, City Clerk

APPROVED as to form and legality this 3rd day of December, 2019.

Kristina L. Bell
Kristina L. Bell, Assistant City Attorney

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APPROVED by the Trustees of the Central Oklahoma Transportation and Parking Authority and **SIGNED** by the Chairman this ___th day of _____, 2019.

Attest:

CENTRAL OKLAHOMA TRANSPORTATION
AND PARKING AUTHORITY

Secretary

Chairman

REVIEWED for form and legality

Assistant Municipal Counselor