

AMENDMENT NO. 1 TO CONTRACT NO. K-1819-150

This Amendment No. 1 to Contract No. K-1819-150 is made and entered into this _____ day of _____, 2019, by and between the Board of Regents of the University of Oklahoma (University) and the City of Norman, Oklahoma, a municipal corporation (City).

WITNESSETH:

WHEREAS, on June 25, 2019, City approved Contract No. K-1819-150, a Service Agreement for University's provision of transition public transportation services to City during the term of July 1, 2019, through August 3, 2019;

WHEREAS, on June 27, 2019, City received approval from the Federal Transit Administration (FTA) to operate public transit in the City of Norman and surrounding areas and to become an active grantee/direct recipient of federal funds to provide those services;

WHEREAS, City desires University to continue performing certain transition services on behalf of City;

WHEREAS, University desires to continue performing certain transition services on behalf of City; and

WHEREAS, City and University desire to enter into a contract amendment extending and modifying certain aspects of their initial Service 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 Contract No. K-1819-150 except as amended or supplemented as follows:

SECTION 1. SCOPE OF WORK

The services to be provided by **University** are to be amended as provided in amended **Exhibit A** attached hereto and incorporated herein by reference. The effective date of this Amendment No. 1 shall be August 5, 2019, and shall expire on the later of either October 1, 2019, or a subsequent date no later than October 15, 2019, if agreed upon by University and City.

SECTION 3. PAYMENT

The payment of services shall be amended as follows:

For the services provided by University pursuant to this Amendment No. 1, City agrees to pay compensation to University as follows:

A. Paratransit Services – For the management and operation of paratransit services provided by **University** to **City**, **City** agrees to pay **University** Seventy Dollars (\$70.00) per

operational hour of service. **University** will invoice **City** monthly, with payment due and payable not later than forty-five (45) days thereafter. The management and operation of paratransit services includes all aspects of providing the paratransit services, including, but not limited to, processing of applications; scheduling; dispatch; and fueling, cleaning, and maintenance of the paratransit vehicles, all to be included in the Seventy Dollars (\$70.00) per operational hour of service price.

B. Maintenance of Fixed Routes Buses – For the maintenance of the **City's** fixed routes buses, **City** agrees to pay **University** One Hundred Five Dollars (\$105.00) per actual maintenance working hour. **University** shall notify **City** and obtain pre-authorization before undertaking any major big ticket repair, to include engine repair or a repair costing more than Twenty Thousand Dollars (\$20,000.00), on a fixed route bus. The City Manager shall have the authority to approve such major big ticket repairs as needed up to a cumulative maximum amount of Two Hundred Thousand Dollars (\$200,000.00).

City agrees to pay **University** additional markup associated with indirect costs and overhead at the same rate charged to **University** departments. More specifically:

- markup on sublets – 15%
- markup on parts – 35%

Other shop fees that may apply (cost per work order) :

- shop supply fee – 10% of total labor cost
- uniform service fee - \$7
- technology/shop diagnostic computer fee – \$75
- tire recycling fee – \$2 per tire
- EPA/environmental services fee – \$4
- shop truck fee - \$10
- wheel weight fee - .50 per weight

Fuel:

- .10 per gallon gasoline
- .40 per gallon diesel
- .50 per gallon CNG

University and City acknowledge and agree that City will not charge fare for patrons on City routes who produce and display a University faculty, staff, or student identification. To the extent allowable by City or City's third-party contractors, City shall provide specific monthly ridership reports, and City shall bill University for actual ridership costs. Until such time that specific ridership numbers can be tallied and provided, University shall pay to City Six Thousand Six Hundred Twenty-Five Dollars (\$6,625.00) per month for reimbursement of fares for University ridership on City routes.

SECTION 5. LIABILITY AND INSURANCE

This section shall be amended to reduce the number of vehicles for which **University** shall provide liability insurance. **University** shall only provide liability insurance for the vehicles being used for the provision of paratransit service. All other provisions of this Section are hereby specifically reaffirmed.

SECTION 6. TERMINATION

This section shall be amended to provide that the termination of this Amended Agreement shall be the later of either October 1, 2019, or a subsequent date no later than October 15, 2019, if agreed upon by University and City.

All other provisions of Contract No. K-1819-150, except for those specifically listed above, shall remain in full force and effect.

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IN WITNESS THEREOF, this agreement is entered into the _____ day of _____, 2019.

**BOARD OF REGENTS OF
THE UNIVERSITY OF OKLAHOMA**

CITY OF NORMAN, OKLAHOMA

Eric Conrad
Vice President for Operations

Mayor Breea Clark

Attest:_____
Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of _____, 2019.

Kristina L. Bell, Assistant City Attorney

Amended Exhibit A

During the term of this amended agreement, **University** will provide limited public transit services to **City** as an independent contractor as follows:

- **Paratransit Services** - management and operation of all paratransit services (previously referred to in the initial contract as “CARTaccess”), to include all aspects of providing paratransit services, including, but not limited to, processing of applications; scheduling; dispatch; and fueling, cleaning, and maintenance of the paratransit vehicles
- **Maintenance of Fixed Routes Buses** – preventative and routine maintenance and repairs as needed; major big ticket repairs as defined in the amendment subject to the procedural requirements in the amendment

Without further additional cost, **University** will also assist **City** in planning to assume operational duties itself or through a third party by:

- Designating a liaison who can, upon request, assist **City** or operator personnel with understanding the federal TRAMS system for grant administration;
- Designating a liaison to assist **City** or operator personnel with route planning and coordination with campus shuttle service; and
- Ensuring reasonable access to inventory and facilities as **City** finds necessary throughout the transition.