

INTERLOCAL COOPERATIVE AGREEMENT
OKLAHOMA COUNTY
&
CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

Fiscal Year 2022-2023

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is entered into effective July 1, 2022 between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY (on behalf of Oklahoma County Social Services)**, a political subdivision organized and existing under the laws of the State of Oklahoma ("Oklahoma County"), and the **TRUSTEES OF THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY**, a public trust organized and existing under the laws of the State of Oklahoma ("COTPA").

RECITALS

WHEREAS, Title 74, Oklahoma Statutes, Section 1003(A)(1), specifically defines Oklahoma County as a "public agency" in being a political subdivision, thereby entitling the County to participate in interlocal cooperative agreements and thus contract for governmental services with another public agency; and

WHEREAS, Title 74, Oklahoma Statutes, Section 1003 (A)(3), specifically defines COTPA as a "public agency" in being a public trust of this state regardless of whether the beneficiary of such trust is a municipality, a county or the State of Oklahoma; and

WHEREAS, COTPA exists as a public trust under COTPA's Trust Agreement and Indenture, dated February 1, 1966, and is controlled by COTPA's by-laws, which were adopted by Resolution by the Board of Trustees on December 22, 1991; and

WHEREAS, Title 74, Oklahoma Statutes, Section 1008A, specifically authorizes Oklahoma County and COTPA to enter this Agreement to perform any governmental service, activity or undertaking which the public agency is authorized by law to perform; and

WHEREAS, COTPA, pursuant to COTPA's Trust Indenture, Article III, Section I, exists for the following purposes:

To plan, establish, develop, acquire, construct, purchase, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public transportation systems and facilities and public parking systems and facilities either within or without the territorial boundaries of The City of Oklahoma City, including, but not limited to the purchase, lease construction, installation, equipping, maintenance and operation of such buildings and other facilities

necessary for the servicing of such public transportation systems and facilities or for the comfort and accommodation of patrons of such public transportation systems and facilities or public parking systems and facilities or for the use by authorities or agencies of the United States of America, the State of Oklahoma or other political subdivisions of government or other uses that any municipality may undertake as to public transportation or public parking and the buildings and facilities thereof; and

WHEREAS, there exists a need for public mass transportation services within Oklahoma City and Oklahoma County for the purposes of providing transit service to eastern Oklahoma County; and

WHEREAS, COTPA has been designated the public mass transportation provider for the Oklahoma City metropolitan area; and

WHEREAS, Oklahoma County and COTPA mutually agree that their combined efforts will help address the needs for additional mass transportation to eastern Oklahoma City and Oklahoma County; and

WHEREAS, eastern Oklahoma City and Oklahoma County are home to other vital health service centers and facilities, such as the Mary Mahoney Memorial Health Center, the City-County Health Department and other sites of need and importance to the citizens of Oklahoma City and Oklahoma County.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual agreements and conditions herein described, the parties agree as follows:

1. **Description of Service.** COTPA shall provide the following:
 - a. The extension of weekday transit service for EMBARK Route No. 19, Spencer/Green Pastures, as set forth, shown and described on Attachment A; and
 - b. Regular weekday paratransit service in accordance with provisions of the Implementation Plan approved by the COTPA Board of Trustees; and
 - c. Telephone information service about transit services described in paragraphs a. and b. above; and
 - d. Bus stop signs and poles at all designated stops which comply with applicable local and County ordinances; and
 - e. A written request to any third party provider seeking the placement of bus benches and shelters along said Route, in the number and/or locations as may be funded by existing COTPA budgets, and which comply with the applicable local and County ordinances; and

- f. Written notice, thirty (30) days in advance, of all changes in service to a through e. above; and
 - g. Service shall not be provided on national holidays, which fall on days of service.
- 2. **Cost of Service.** Oklahoma County agrees to pay the following:
 - a. An annual amount not to exceed \$115,941 (One hundred and fifteen thousand, nine hundred and forty-one dollars) for the extension of EMBARK bus service and paratransit service required under COTPA's Implementation Plan.
- 3. **Method of Payment.** COTPA shall invoice Oklahoma County on a monthly basis for the month just completed. Invoices shall be accompanied by a report indicating ridership data for Route 19 during the relevant invoicing period. Upon receipt and approval of this invoice and report, Oklahoma County shall process said claim in the usual and customary manner and shall forward to COTPA payment in the amount stated on the invoice submitted by COTPA. Such payment shall be forwarded to COTPA not later than forty-five (45) days after receipt of said invoice.
- 4. **Term.** This Agreement shall be effective July 1, 2022 and shall continue through June 30, 2023.
- 5. **Purpose.** The purpose of this Agreement is to permit Oklahoma County to assist COTPA's efforts in providing safe and convenient mass transportation to the citizens of Oklahoma City and Oklahoma County, specifically providing assistance to COTPA for the purpose of expanding COTPA's service to eastern Oklahoma County, said assistance in the form of financial contribution provided at the expense of Oklahoma County, subject to the availability of said funds.
- 6. **Waiver of Claims.** Each party waives all claims against the other party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.
- 7. **Equipment and Employees.** All equipment used by COTPA and Oklahoma County in carrying out this Agreement will, at the time of action hereunder, be owned by or under the jurisdiction of each entity, respectively; and all personnel acting for COTPA and Oklahoma County under this Agreement will, at the time of such action, be an employee or agent of their respective public agency.
- 8. **Termination.** This Agreement may be terminated at any time by either party with or without cause upon tendering written notice of such termination thirty (30) days prior to the effective date of such termination. Notices shall be sent to:

EMBARK
Jason Ferbrache, Administrator
2000 S. May Ave
Oklahoma City, OK 73108

Oklahoma Social Services
Christi Jernigan-Marshall, Director
5905 N. Classen Court, Suite 302
Oklahoma City, OK 73118

9. **No Third-Party Beneficiaries.** It is not the intent of this Agreement to create any rights in any third parties.
10. **Authorized Administrator(s).** For purposes of complying with Title 74, Oklahoma Statutes, Section 1004(d) (1) & (2), the Director of Oklahoma County's Social Services Department and the Administrator of COTPA shall be the administrators responsible for administering this cooperative undertaking. Also, it is expressly understood that Oklahoma County shall have no right, claim or title to any real or personal property used in this cooperative undertaking, other than property used specifically by Oklahoma County, which is held by Oklahoma County as a matter of law.
11. **No Assignment.** This Agreement is not assignable except upon the prior written consent of all parties hereto.
12. **Execution.** This Agreement shall be executed in quadruplicate, each copy of which shall be as an original.
13. **Effective Fiscal Year.** This Agreement shall be effective July 1, 2022 and shall continue through June 30, 2023 and may be renewed at the beginning of each fiscal year upon the mutual agreement of all parties.
14. **Amendment.** This Agreement may not be amended except by express written agreement of all parties hereto.
15. **Captions.** The captions, titles and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof.
16. **Interpretation.** When any word in this Agreement is used in the singular number, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.
17. **Preservation of Defense and Right.** Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et.

seq., common law, statutes or constitutions of the United States or the State of Oklahoma by entering into this agreement.

18. **Whole Agreement.** It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties, and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.
19. **Force Majeure.** COTPA shall not be responsible or liable for failure or delay in the performance of its obligations during such period of time that the aforesaid delivery or acceptance is rendered commercially impracticable, illegal, or impossible which arise out of or caused by, directly or indirectly, forces beyond its control; such as, strikes, or acts of war or terrorism, or civil disturbances, or fire, or Acts of God, such as natural disasters, or other such emergency beyond the parties' control. However, the COTPA must utilize all commercially reasonable efforts, which are consistent with accepted practices in its industry, to resume the performance of its obligations, as soon as practicable under the circumstances listed above. Provided, however, to the extent that the COTPA has any commercially reasonable alternative method of performing this Agreement/Contract, the COTPA shall not be freed of any performance of its obligations hereunder by this clause, even though the goods intended for this Agreement/Contract were destroyed or their delivery delayed because of an event described above.

APPROVED by the Trustees and **SIGNED** by the Chairman of the Central Oklahoma Transportation and Parking Authority this _____ day of _____, 2022.

**CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**

CHAIRMAN

ATTEST:

Secretary

REVIEWED as to form and legality.

Assistant Municipal Counselor

APPROVED this _____ day of _____, 2022 by the
BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY.

**BOARD OF COUNTY
COMMISSIONERS OF
OKLAHOMA COUNTY, OKLAHOMA**

By _____
Christi Jernigan-Marshall, Director
Oklahoma County Social Services

By _____
Chairman, Board of County Commissioners


ATTEST:

County Clerk

By _____
Member, Board of County Commissioners

By _____
Member, Board of County Commissioners

Reviewed as to form and legality.



District Attorney

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Agreement, COTPA agrees as follows:

- A. COTPA agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, ancestry or disability. COTPA shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, age, national origin, ancestry or disability, as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship. COTPA and any Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting for provisions of this section.
- B. In the event of the COTPA's non-compliance with this non-discrimination clause, the Agreement may be canceled or terminated by Oklahoma County. The Bidder may be declared by Oklahoma County ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by COTPA.
- C. COTPA agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

I have read the above stated clause and agree to abide by its requirements.

**THE CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**

CHAIRMAN

Secretary

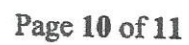
ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted on behalf of the Oklahoma County as a part of this Agreement: The undersigned of lawful age, being first duly sworn on oath, says:

1. The undersigned is the duly authorized agent of Oklahoma County submitting the Agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion between Oklahoma County and Central Oklahoma Transportation and Parking Authority (COTPA) Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Agreement pursuant to the Agreement to which this statement is attached; and
2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Agreement; and
3. Neither Oklahoma County nor anyone subject to the Oklahoma County direction or control has been a party:
 - a. to any collusion in restraint of freedom of competition by agreement to enter into agreement at a fixed price or to refrain from bidding;
 - b. to any collusion with any COTPA Trust official, agent or employee as to quantity, quality or price in the prospective Agreement, or as to any other terms of such prospective Agreement; nor
 - c. in any discussion between Oklahoma County and any COTPA Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of an Agreement.

This Agreement will not be considered unless this form has been fully completed and signed by the City of Oklahoma County's Authorized Agent and notarized, dated and completed by a Notary Public.

Signature of Oklahoma County Authorized Agent



Route 019**Monday - Friday / Lunes a viernes**

NE 39 to Coltrane

Coltrane to NE 39

NE 39 & Hiwassee Rd ID# 147	NE 15 & Adair ID# 151	NE 10 & Douglas ID# 2019	Career Connection Center ID# 148	Coltrane & NE 20 ID# 1707	Career Connection Center ID# 145	NE 10 & Douglas ID# 2019	Mary Mahoney ID# 146	NE 39 & Hiwassee Rd ID# 147
(E)	(D)	(C)	(B)	(A)	(B)	(C)	(D)	(F)
6:02	6:04	6:19	6:25	5:32	5:39	5:45	6:01	6:02
7:02	7:03	7:19	7:25	6:32	6:39	6:45	7:01	7:02
8:02	8:03	8:19	8:25	7:32	7:39	7:45	8:01	8:02
9:02	9:03	9:19	9:25	8:32	8:39	8:45	9:01	9:02
10:02	10:03	10:19	10:25	9:32	9:39	9:45	10:01	10:02
11:02	11:03	11:19	11:25	10:32	10:39	10:45	11:01	11:02
12:02	12:03	12:19	12:25	11:32	11:39	11:45	12:01	12:02
				12:32				
4:02	4:03	4:19	4:25	3:32	3:39	3:45	4:01	4:02
5:02	5:03	5:19	5:25	4:32	4:39	4:45	5:01	5:02
6:02	6:03	6:19	6:25	5:32	5:39	5:45	6:01	6:02
7:02	7:03	7:19	7:25	6:32	6:39	6:45	7:01	7:02
				7:32				