



AGREEMENT FOR TRANSIT SERVICE

BETWEEN

**Central Oklahoma Transportation and Parking Authority
(EMBARC)**

AND

City of Midwest City

July 1, 2022 – June 30, 2023

AGREEMENT FOR TRANSIT SERVICE

This Agreement made and entered into this 26 day of July, 2022, by and between the Central Oklahoma Transportation and Parking Authority, hereinafter referred to as COTPA, and the City of Midwest City.

WITNESSETH:

WHEREAS, there exists a need for public mass transportation services between the City of Midwest City and the City of Oklahoma City; and

WHEREAS, there exists a need for public mass transportation services within the City of Midwest City; and

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

WHEREAS, the City of Midwest City desires to establish public mass transportation within the City of Midwest City; and

WHEREAS, the City of Midwest City and COTPA are desirous of entering into an Agreement for the provision and funding of said service.

NOW, THEREFORE, in consideration of this mutual agreement and conditions herein described, the parties hereto agree as follows:

1. **DESCRIPTION OF SERVICE**

COTPA shall provide the following:

- a. The level of transit service within Midwest City and between Oklahoma City and Midwest City as shown on the attached schedule (Attachment A) and consistent with the transit policies of the COTPA Board of Trustees;
- b. Regular Zone One paratransit service in accordance with provisions of the COTPA 504/ADA Implementation Plan approved by the COTPA Board of Trustees, with Zone One defined as being the area within three-fourths of a mile of the route;
- c. Telephone information service about transit services relative to Route 15 and other COTPA services;
- d. Bus stop signs and poles at all designated stops, which comply with City of Midwest City ordinances;
- e. Publicly owned bus benches and shelters, in the number and locations enabled by existing COTPA, Midwest City and/or other budgets, which also comply with City of Midwest City ordinances for which maintenance agreements have been approved;

- f. Written notice, 30 days in advance, of all changes in service to a. through e. above;
- g. Service shall not be provided on certain national holidays.

2. **COST OF SERVICE**

The City of Midwest City agrees to pay the following:

For Route 15 bus service, the cost for the agreement period will be \$203,980 annually, to be paid \$16,998.33 per month for twelve months in FY23.

3. **METHOD OF PAYMENT**

COTPA shall provide an invoice to the City of Midwest City on a monthly basis. Upon receipt and acceptance of this invoice, the City of Midwest City shall process said claim in the usual and customary manner and shall forward to COTPA a check in the amount stated on the invoice submitted by COTPA. Such payment shall not be necessarily delayed and shall be forwarded to COTPA not later than forty-five (45) days after receipt of said invoice.

4. **TERM OF AGREEMENT**

The term of this Agreement shall be considered to commence on the 1st day of July 2022, and shall continue until the 30th day of June 2023.

5. **EXPIRATION OR TERMINATION**

- a. The City of Midwest City may terminate this Agreement by giving COTPA at least thirty (30) days written notice of their intention to terminate.
- b. COTPA may terminate this Agreement by giving the City of Midwest City at least thirty (30) days written notice of their intention to terminate.

6. **EXCUSABLE DEFAULT**

COTPA shall not be held in default of this Agreement if it is prevented from performing hereunder by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war, insufficient allocation of diesel fuel or other emergencies including the existing road conditions making performance impossible, illegal or unsafe.

7. **INTEGRATION**

It is understood and agreed that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto and neither party is or shall be bound by any statement or representation not in conformity herewith. This Agreement may not be modified except in writing signed by both parties hereto.

8. **LAW CONTROLLING**

It is the understanding of the parties that this Agreement shall be governed by the laws of the State of Oklahoma and by the laws of the United States applicable in whole or in part to mass transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this Agreement, binding on parties hereto as if such law were set out fully herein.

9. **LIABILITY**

The parties mutually recognize that each party is a governmental entity subject to the provisions of their respective Governmental Tort Claims Act (51 O.S. § 151 et seq.). The parties hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act, without waiving any of the party's defenses, exemption or sovereignty. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

10. **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.

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the Trustees of the Central Oklahoma Transportation and Parking Authority this ____ day of _____, 2022.

**CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**

Seal:
ATTEST:

Secretary

CHAIRMAN

REVIEWED for form and legality.

Assistant Municipal Counselor

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the City of Midwest City this 26 day of July, 2022.

THE CITY OF MIDWEST CITY



Pat Byrne
Pat Byrne, Acting Mayor

Seal:
ATTEST:

Sara Hancock
City Clerk

Reviewed as to form and legality by the Municipal Counselor of the City of Midwest City.

Donald [Signature]
City of Midwest City

ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted on behalf of the City of Midwest City 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 the City of Midwest City submitting the Agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion between the City of Midwest City 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 the City of Midwest City nor anyone subject to the City of Midwest City's 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 the City of Midwest City 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 Midwest City's Authorized Agent and notarized, dated and completed by a Notary Public.



Signature of Midwest City's Authorized Agent

Pat Byrne, Acting Mayor

Name and Title

This instrument was subscribed and sworn to before me this 27 day of July, 2022, by the City of Midwest City's Authorized Agent.

STATE OF Oklahoma)

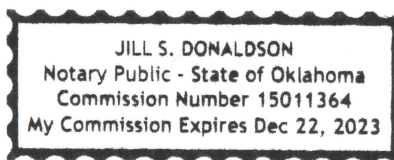
SS.

COUNTY OF Oklahoma)

Subscribed and sworn to before me this 27 day of July, 2022.

Jill S. Donaldson 15011364
Notary Public Commission No.

My commission expires: 12.22.23



HORARIO DE RUTAS

015

Midwest City

By way of I-40, Air Depot, Douglas, Midwest Blvd, Reno

Serving:

- Transit Center
- I-40/Sooner
- Rose State
- MWC Library
- Regional Park
- Regional Hospital

Every 80 mins
Monday-Friday

embarkok.com

FARES Tarifas

To help maintain a timely schedule, please have fare ready before boarding.

Para ayudar a mantener un horario a tiempo, por favor tenga lista la tarifa antes de subir.

	Regular Adult	Reduced Fare	Children 6 & Under
Local Fare Ruta local	\$1.75	\$0.75	Free
Express Fare Ruta expreso	\$3.00	\$1.50	-
\$21 Value Card Tarjeta Value de \$21	\$21	-	-
All-Day Unlimited Todo día ilimitado	\$4	\$2	-
7-Day Unlimited 7-días ilimitado	\$14	\$7	-
30-Day Unlimited 30-días ilimitado	\$50	\$25	-

Reduced Fare: ages 60+, persons with disabilities, medicare cardholders and children ages 7-17.

Tarifa Reducida: mayores de 60 años, personas con discapacidades, miembros de medicare y niños con edades entre 7 y 17 años.

CONNECT WITH US

Everything you need to know about EMBARK can be found at embarkok.com or you can talk to us directly using any of the following options:

Todo lo que necesitas saber sobre el EMBARK puede encontrarse en embarkok.com, o puedes hablar directamente con nosotros a través de cualquiera de las siguientes opciones:

☎ **405-235-RIDE (7433) TDD 297-2602**

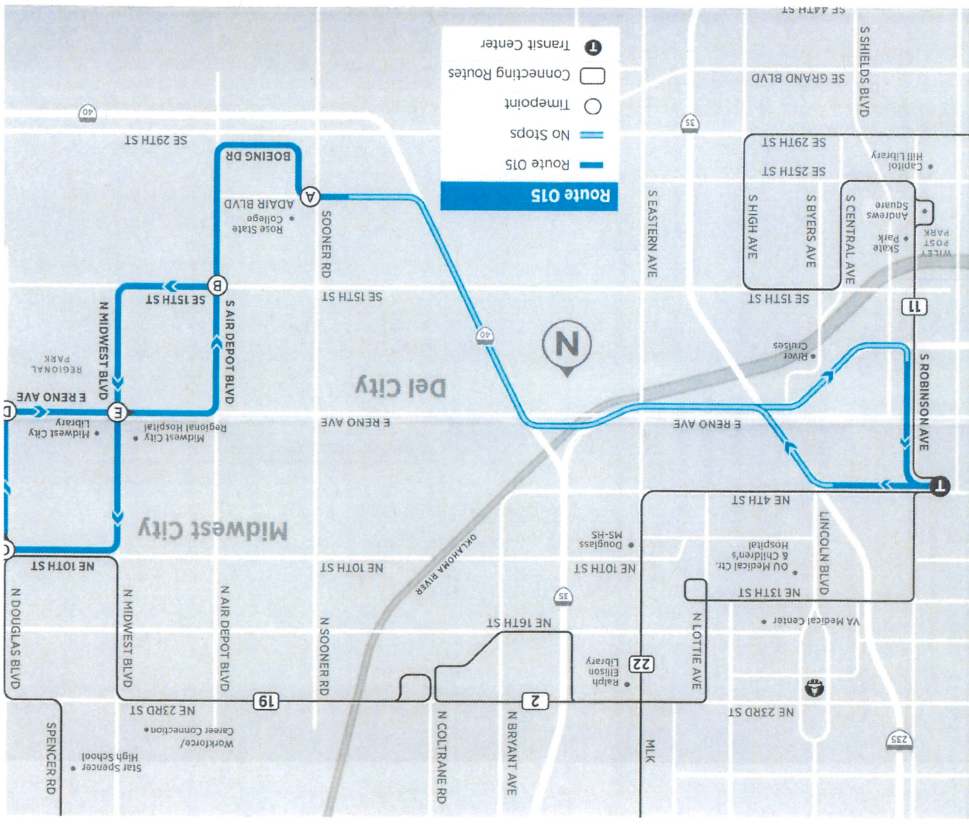
✉ embarkok@okc.gov

Si desea obtener la información en otro idioma, llame al 235-7433.

Neáu, ouys, wó cabán thoang tin baeng ngosán ngos khaic, xin liesh laic 235-7433.

如果您需要其他語言版本的信息，請致電 235-7433.

Effective: 4/2014



Route 015

Monday - Friday / Lunes a Viernes

Midwest City to Downtown

Downtown to Midwest City

5:55	5:58	6:01	6:08	6:20	5:36	5:41	5:52	5:55
7:05	7:08	7:11	7:18	7:35	6:46	6:51	7:02	7:05
8:20	8:23	8:26	8:34	8:55	8:01	8:06	8:17	8:20
9:40	9:43	9:46	9:54	10:15	9:21	9:26	9:37	9:40
11:00	11:03	11:06	11:14	11:35	10:41	10:46	10:57	11:00
12:20	12:23	12:26	12:34	12:55	12:01	12:06	12:17	12:20
1:40	1:43	1:46	1:54	2:15	1:21	1:26	1:37	1:40
3:00	3:03	3:06	3:14	3:35	2:41	2:46	2:57	3:00
4:20	4:23	4:26	4:34	4:55	4:01	4:06	4:17	4:20
5:40	5:43	5:46	5:54	6:30	5:21	5:26	5:37	5:40
6:30	6:33	6:36	6:44	7:05	6:11	6:16	6:27	6:30
7:15	7:18	7:21	7:29	7:50	7:01	7:01	7:12	7:15

- N Douglas Blvd & Reno ID# 122
- Reno & Midwest Blvd ID# 123
- Air Depot & SE 15 ID# 169
- Rose State College ID# 173
- Transit Center - Bay H ID# 126
- Rose State College ID# 127
- SE 15 & Air Depot ID# 128
- NE 10 & Douglas ID# 2919
- N Douglas Blvd & Reno ID# 122

How to Read This Schedule

- Days of operation, route number and direction of travel are located in the header of the timetable.
 - Major stops, or time points and arrival times are listed in columns.
- Cómo leer este horario**
- Los días de atención, el número de ruta y la dirección del viaje se encuentran en el encabezado del horario.
 - Las paradas principales o los puntos horarios y las horas de llegada se indican en las columnas.

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