

**INTERLOCAL AGREEMENT
SERVICE AGREEMENT FOR PROVISION OF TRANSPORTATION SERVICES**

This Interlocal Agreement (“Agreement”) is made and entered into this **1st** day of **July, 2023** (“**Effective Date**”), by and between the Central Oklahoma Transportation and Parking Authority (“**COTPA**”) d/b/a **EMBARK**, a public trust (“**EMBARK**”), and the City of Norman, a municipal corporation (“**Norman**”), each a Party and collectively “**Parties**,” for the provision of Transit Services, in accordance with 74 O.S. § 1008.

WITNESSETH:

WHEREAS, Norman has been approved by the Federal Transit Administration (“**FTA**”) to serve as an active grantee/direct recipient to receive federal funds and operate public transit in the City of Norman and surrounding areas; and

WHEREAS, Norman desires **EMBARK** to perform the public Transit Services as an independent contractor; and

WHEREAS, EMBARK desires to provide the public Transit Services as an independent contractor; and

WHEREAS, the Parties entered the initial Interlocal Agreement on August 2, 2019, and both **Parties** desire to continue this mutually beneficial Agreement by entering into this updated annual Agreement for Transit Services.

NOW, THEREFORE, for and in consideration of the mutual Agreements, covenants, and conditions herein set forth, the parties hereto agree as follows:

- 1. PURPOSE.** The **Parties** agree and acknowledge that the purpose of this Agreement is to provide for the administration and operation of “Transit Services.” Transit Services is defined as Public Transportation Services and Vehicle Cleaning, Washing, and Fueling Services.
 - A. “Public Transportation Services” means the administrative, management, and operation of fixed-route and paratransit public transportation services identified in **Exhibit B**, using public transit vehicles provided and maintained by **Norman**.
 - B. “Vehicle Cleaning, Washing, and Fueling Services” means the services identified in **Exhibit E**.
- 2. ENTIRE AGREEMENT/AMENDMENTS.** This Agreement, with attached Exhibits, as identified below and herein incorporated by reference, contains all the terms and conditions agreed upon by the parties hereto and supersedes all prior and/or contemporaneous discussions, representations, or agreements of the parties relating to the work to be performed, whether written or oral. This Agreement may only be modified by prior mutual written approval of the parties. Both parties acknowledge and agree that only the Norman City Council and COTPA Board can agree to any such amendment of this Agreement.

Exhibit A – Scope of Services
Exhibit B – FY 2024 Norman Transit Service Profile
Exhibit C – FY 2024 Norman Transit Routes
Exhibit D – FY 2024 EMBARK Responsibilities
Exhibit E – FY 2024 Scope of Vehicle Cleaning, Washing, and Fueling Services
Exhibit F – FY 2024 Norman Responsibilities
Exhibit G – Compensation
Exhibit H – FTA Terms and Conditions
Exhibit I – Norman Transit Fleet Description and Inventory
Exhibit J – EMBARK PLUS Norman ADA Guide
Exhibit K – EMBARK Rider Conduct & Exclusion Policy
Exhibit L – EMBARK Advertising Policy
Exhibit M – Sample Invoice
Exhibit N – Sample EMBARK Norman Monthly Performance Summary Report

3. **TERM.** This Agreement shall take effect on July 1, 2023 and shall expire on June 30, 2024. This Agreement shall be auto renewable subject to the parties' mutual agreement on the renewal year's annual compensation amount and subject to annual appropriation of sufficient funding by the Norman City Council; however, this Agreement may be terminated as provided in Section 11 – Termination. The parties shall meet by April 1 every year to discuss any renewal year's annual compensation amount and to present any other proposed amendments for the upcoming renewal year.
 - A. **Norman's** City Manager or his designee may provide written request to renew the Agreement at least 180 days before the expiration date of June 30 of the respective year. Both **Parties** acknowledge and agree that any renewal must be formally approved by the respective governing bodies of both **Parties**.
 - B. In addition, this Agreement may be terminated as provided in Section 11 - Termination.
4. **SCOPE OF SERVICES. EMBARK** will provide Transit Services within the City of Norman service area as specified in **Exhibits A through E**.
5. **COMPENSATION, INVOICING, and PAYMENT.** For the services provided by **EMBARK** pursuant to this Agreement, **Norman** agrees to pay to **EMBARK** the compensation as specified in **Exhibit G**. The **Parties** acknowledge and agree that such compensation (excluding Additional Costs and liability as outlined below) during the Term of this Agreement **is not to exceed \$4,321,303.97 without** both **Parties'** prior written approval. **Parties** acknowledge that this annual not-to-exceed amount is an estimate of anticipated operational costs.
 - A. Compensation
 1. Norman agrees to compensate EMBARK and EMBARK agrees to credit Norman as outlined in Exhibit G pursuant to the terms of this Agreement.
 2. Both Parties agree that such compensation outlined in **Exhibit G** is a reasonable and necessary cost which will be incurred by **EMBARK** to provide the Transit Services outlined in **Exhibits A through E**.
 3. It is understood by the Parties that additional administrative and/or operational costs for providing Transit Services under this Agreement and/or increased

service levels may require a written modification of the compensation amounts to sustain the requested increased administrative, operational, and/or service levels. Failure to fund the additional costs may result in **EMBARK's** suspension of Transit Services or delay of requested increased service levels until such funding becomes available.

4. According to EMBARK's Transit Advertising Agreement, COTPA2019009PR, EMBARK will apply any EMBARK Norman Revenue Allocation received from its subcontractor to the monthly invoice submitted to Norman. Norman agrees that it alone will coordinate all installations and material/labor warranties for EMBARK Norman with EMBARK's subcontractor, Houck Transit Advertising. EMBARK will be responsible for the review and approval of advertisement in accordance with its Advertising Policy. The EMBARK Norman Revenue Allocation will only be applicable during the term of this Agreement. If this Agreement is no longer in effect, then the EMBARK Norman Revenue Allocation will also no longer be in effect. The Revenue Allocation was based upon EMBARK Norman's fixed route buses and paratransit vehicles.

B. Invoicing

1. **EMBARK** will submit an initial invoice to **Norman** on July 1, 2023, in an amount equal to one-and one-half months of estimated Transit Service and hold the monies to be applied as a credit(s) to the final invoice(s) for the term of the Agreement. The initial invoice will also include the full Operations Risk Assumption Fee.
2. Thereafter, **EMBARK** will submit a routine monthly invoice as depicted in **Exhibit M** for the previous month. The first routine invoice will be provided to **Norman** in August 2023, for services rendered in July 2023. Invoicing will be for actual costs incurred for Transit Services, any approved Additional Costs, and the Administration Fee.

C. Payment

1. **Norman** will pay all invoices within 30 days after receipt of a proper invoice. If payment is not received by **EMBARK** any later than sixty (60) days after receipt of a proper invoice, then **EMBARK** may, at its sole discretion, take action, which may include termination of all services provided according to this Agreement.

6. LIABILITY.

- A. Each Party shall be severally liable for and severally bear the costs of the defense of any claims or suits from the negligent acts and omissions of their own employees, officers, and agents which might occur during the performance of this Agreement, to the extent provided by Oklahoma law, and without waiving any defenses, exemptions, or sovereignty. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a Party or any exemption, immunity, limitation, or exception which may be provided by the Governmental Tort Claims Act or Oklahoma law.
- B. The **Parties** acknowledge and agree that in the normal course of business in operating a public transit service, the vehicles providing the service will be subjected to normal wear and tear. Norman will be responsible for any repairs resulting from normal wear and tear. For purposes of this Agreement, normal wear and tear includes, but is not limited to, flat tires and any damage or scratches to paint, mirrors, wheels, or windows

that would cost less than \$1,500 to repair. Should normal wear and tear repair expenses exceed **\$15,000.00**, then the Parties will meet to discuss an incident prevention plan. **Norman** and **EMBARK** agree to develop and implement reporting procedures and a tracking system.

- C. The Parties agree to meet on a monthly basis, or as otherwise agreed between the Parties, to assess any new damages, claims, and liability.
 - D. **Norman** agrees to maintain and record all applicable vehicle and equipment warranties.
 - E. The **Parties** agree that each will provide worker's compensation insurance for its respective employees.
 - F. The **Parties** agree that the Liability Provision is solely for the benefit of the Parties and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
 - G. Norman acknowledges that COTPA d/b/a EMBARK is a separate and distinct legal entity from the City of Oklahoma City and recognizes that the City of Oklahoma City is not responsible for the public Transit Services provided to Norman by EMBARK.
7. **FORCE MAJEURE.** EMBARK will not be held in default of this Agreement if Transit Services are prevented from being performed hereunder by conditions beyond its control, such as, but not limited to, Acts of God, pandemic, strikes, war, terrorism, or other emergencies making performance impossible or illegal.
8. **COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS.** The parties agree that specific FTA Terms and Conditions apply to this Agreement. These FTA Terms and Conditions are attached hereto as **Exhibit H** and incorporated herein by reference. These Certifications and Assurances for Federal Transit Administration Assistance Programs are certified annually by **Norman** and will be included in this Agreement upon execution by **Norman**. Certain provisions of these FTA Terms and Conditions are applicable severally or jointly to the parties to this Agreement.
- A. **Norman** agrees to comply with the requirements, and execute all corresponding Assurances, in **Exhibit H** as applicable. **Norman** shall comply with all Federal and State laws and regulations, Executive Orders, FTA Circulars, FTA Terms and Conditions, and other applicable State and Federal requirements when carrying out Federally-funded projects, including, but not limited to, civil rights, environmental impact analyses, procurement, real property acquisition, planning, and the inclusion of Federally-funded projects in the metropolitan Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).
 - B. **EMBARK**, as an independent contractor, will comply with all applicable Federal and State laws and regulations, Executive Orders, FTA Circulars, FTA Terms and Conditions, and other applicable State and Federal requirements pertaining to **Norman's** federally funded projects.
 - C. The parties agree that any State or Federal term, condition, or requirement which conflicts with any provision of this Agreement and or local directive or requirement shall take precedence over any such stipulation or provision of this Agreement. **EMBARK** understands and acknowledges that **Norman** is relying on **EMBARK's** consultation based upon its particular expertise in public transit and corresponding State and Federal laws and regulations and is to provide consultation services accordingly. **Norman** agrees that it will implement the FTA's drug and alcohol rules

and testing procedures, Management Information System, appropriation systems, and reporting for a small urban system to capture the financial and non-financial information required by the FTA's National Transit Database.

- D. In the event of either party's non-compliance with the applicable Federal and/or State Laws and Regulations or the FTA Grant contract, the other Party may, at its sole discretion, suspend, restrict, and/or terminate, of all services provided pursuant to this Agreement.
9. **REPORTING. EMBARK** agrees to provide monthly performance reports as shown in **Exhibit N**. **EMBARK** shall provide certain operational and financial data, including mileage, in relation to this Agreement to **Norman** as requested by advance written notice from **Norman** to complete any required FTA and National Transit Database ("NTD") reports.
10. **FARE. Norman** Public Transportation Services are currently fare-free. **EMBARK** will not collect fare revenue for **Norman** during the term of this Agreement. It is understood by both Parties that fare collection will require a written modification of this Agreement.
11. **TERMINATION.** Either Party may terminate this Agreement by providing a 120 day written notice to the other Party. The notification must be written and sent postage paid to the other Party's business address by certified or registered mail and via e-mail in accordance with the Notification provision in Section 16 (A). Termination by **EMBARK** shall be subject to **EMBARK's** obligation to complete work in progress unless exigent circumstances beyond its control warrant otherwise. It is of utmost importance to **Norman** to maintain consistent continuity of services for the residents of the City of Norman and to ensure compliance with Federal and State requirements, and all reasonable efforts shall be made to ensure that no break in services occurs.
12. **FINANCING AND BUDGET ADMINISTRATION.** Financing of the public transportation system shall be through the use of Federal funding assistance received in accordance with certain grant contracts between **Norman** and the FTA, U.S. Department of Transportation and other Agreements with other public and private agencies. Financing shall include such other funds from **Norman** as approved by the **Norman** City Council. Budget preparation and administration shall be accomplished by each entity and approved by each entity's separate and respective governing bodies.
13. **PROPERTY OWNERSHIP/LEASE OF VEHICLES.** The full title, legal and equitable, to the existing vehicles, equipment, and properties of **Norman** and any vehicles, equipment, and property, real or personal, to be acquired in the future or any existing or future grant shall be vested in and remain with **Norman**. **Norman** shall retain the exclusive management and control of such vehicles, equipment, and properties and may dispose of such properties only in accordance with the provisions of the **Norman** procedures, Bond Indentures, or Federal grant contracts as applicable. Title to any **Norman** vehicle, equipment, and or properties incorporated and used in any way whatsoever in connection with the purposes of this Agreement shall be vested in **Norman** or as determined by **Norman**. Upon termination of this Agreement, any property used in the operation of this Agreement provided herein shall revert solely to **Norman**, or such party holding title. During this Agreement, it is expressly understood that **EMBARK** will have no right, claim, or title to any real or personal property used in this Agreement, other than property which **EMBARK** was granted the title, or property which is held by **EMBARK** as a matter of law. **Norman** hereby leases to **EMBARK** the vehicles identified in **Exhibit I**, which is attached and hereby incorporated by

reference, and any additional vehicles added to the public transit fleet during the term of this agreement, to utilize the vehicles and associated accessories. The lease is for the term of the Agreement and any renewal terms. The lease is provided in consideration for the Transit Services to be provided in accordance with this Agreement. In accordance with this Agreement, **Norman** will continue to inspect, repair, maintain, secure, and store the leased vehicles at **Norman's** sole cost.

14. BRANDING AND TRADEMARKS. Any **EMBARK**-provided public Transit Services will be branded and identified as “**EMBARK**,” “**EMBARK Plus**,” or “**EMBARK Norman**.” This identification includes any public service announcements, press releases, signage, websites, uniforms and apparel, and vehicle wraps. Any use of the terms “**EMBARK**,” “**EMBARK Plus**,” or “**EMBARK Norman**,” or any other **EMBARK** branding or trademarks must receive the prior written approval of the **COTPA** Administrator, who is authorized by **COTPA** to provide said approval in his sole discretion. Further, any use of any of **EMBARK's** other trademarks requires the prior written consent of the **COTPA** Administrator, who is authorized by **COTPA** to provide said approval in his sole discretion.

15. TRANSITION. The Parties agree that during the term of this Agreement, the parties will continue to transition and maintain **Norman's** public transit systems, software, and bus and facility technology to a common system for both parties as appropriate, at **Norman's** sole expense.

16. MISCELLANEOUS.

- A. **Notice.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when received by electronic mail and also either personally delivered or when received if mailed by private courier or first-class certified mail, return receipt requested, addressed to the parties at the addresses set forth below (or at such other address as any party may specify by notice to all other parties given as aforesaid):

Central Oklahoma Transportation and Parking Authority

Attn: Administrator
2000 S. May
Oklahoma City, OK 73108
jason.ferbrache@okc.gov

Courtesy e-mail copies shall be simultaneously sent to **EMBARK's** Assistant Directors suzanne.wickenkamp@okc.gov and jesse.rush@okc.gov, and counsel joshua.minner@okc.gov

City of Norman

Attn: City Manager
201 West Gray, P.O. Box 370
Norman, OK 73070
Darrel.pyle@normanok.gov

Courtesy e-mail copies shall be simultaneously sent to **Norman's** Public Works Director at shawn.oleary@normanok.gov, Transit and Parking Program Manager at taylor.johnson@normanok.gov, and counsel heather.poole@normanok.gov.

- B. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Oklahoma, without giving force and effect to its choice of law provisions, and the United States of America. Any legal action in connection with this Agreement shall be filed in the District Court of Cleveland County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma.
- C. **Legal Recourse and Attorneys' Fees.** Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions within this Agreement, each Party shall have recourse under applicable law. If either Party commences an action in law or equity to enforce any provision of this Agreement, the parties shall be responsible for their own respective attorneys' fees.
- D. **No Waiver.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the authorized Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- E. **Nondiscrimination.** In connection with the public Transit Services under this Agreement, **EMBARK** shall not discriminate against any employees or applicants for employment on the basis of race, religion, color, sex, sexual orientation, gender identity, creed, ancestry, age, familial status, national origin, or disability as defined by the Americans with Disabilities Act of 1990. **EMBARK** agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Agreement. In the event of **EMBARK's** non-compliance with the nondiscrimination provisions of this Agreement, **Norman** may cancel, terminate, or suspend the Agreement in whole or in part.
- F. **Equal Employment Opportunity.** **Norman** and **EMBARK** agree to comply with the requirements of the FTA Equal Employment Opportunity (EEO) program in the operation of the Transit Service.
- G. **Disadvantaged Business Enterprise.** Disadvantaged businesses, as defined in 49 CFR, Part 23, shall have the opportunity to participate in the performance of contracts financed with Federal funds under this Agreement. **EMBARK** shall notify contractors and bidders of this information, and any failure to carry out these requirements shall constitute a breach of contract and may result in termination of the Agreement.
- Norman** agrees to comply with the requirements of the FTA Disadvantaged Business Enterprise ("DBE") program in the operation of its transportation system.
- H. **Conflicts of Interest.** No members, employees, or agents of **EMBARK** or **Norman** who exercise any function of responsibility in the approval of this Agreement shall have any personal interest, direct or indirect, in any corporation, firm, or association, which has an interest in this Agreement.
- I. **Assignability, Third-Party Beneficiary, and Use.** This Agreement may not be

assigned by either Party in whole or in part without the prior written permission of the non-assigning Party. If such an assignment is authorized by the non-assigning Party, then this Agreement will be binding upon and inure to the benefit of the Parties and their legal representatives and permitted assigns.

There are no third-party beneficiaries to this Agreement. **Norman** agrees not to permit the use of this Agreement by any other party besides **Norman**, without the prior written approval of **EMBARK**. **EMBARK** shall not use any operational subcontractors to fulfill any of its obligations under this Agreement unless it has received prior written approval from **Norman**'s City Manager or his designee for the use of the subcontractors. **EMBARK** may utilize administrative subcontractors with written notice to **Norman**.

- J. **Severability.** If any provision(s) of this Agreement, or the application thereof, is determined for any reason and to any extent to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The remainder of this **Agreement** and the application of such Provision (s) will be interpreted to reasonably effect the intent of the parties hereto.
- K. **Counterparts.** This **Agreement** may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute the same instrument.
- L. **Effective Date.** The Effective Date of this Agreement is July 1, 2023.
- M. **Anti-collusion.** **EMBARK** warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **EMBARK** to solicit or secure this Agreement. **EMBARK** further warrants that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for **EMBARK**, any fee, commission, percentage, gift or any other consideration, contingent or resulting from the award of this Agreement.
- N. **Captions.** The captions, titles, and headings contained herein are for convenience of reference only and do not control the interpretation of any provision herein.
- O. **Separate Entities/Independent Contractor.** **Norman** and **EMBARK** shall remain separate legal entities, and no other or different legal or administrative entity is created by any cooperation and coordination of authority or responsibility of **Norman** or **EMBARK** by this Agreement. The employees of **EMBARK** are not considered employees of either **Norman** or The City of Oklahoma City, for any purpose. All employees and agents acting for **EMBARK** or **Norman** under this Agreement will, at the time of such action, be an employee or agent of their respective public agency.
- P. **Administrator.** Both parties agree that the Administrator of **COTPA** is authorized to administer this Agreement on behalf of **EMBARK**. **EMBARK** authorizes its Administrator to effectuate **Norman**'s service changes, as anticipated in October of 2023 and reflected in Exhibits B and C or otherwise, by amending the Scope and Compensation, which are identified in this Agreement and its Exhibits, which are communicated in writing in **EMBARK**. The **COTPA** Administrator is also

authorized to implement any changes to this Agreement based on the anticipated establishment of Norman's Vehicle Wash Facility. **Norman's** City Manager or his designee is hereby authorized to administer this Agreement on behalf of **Norman**.

- Q. **Labor protection.** The parties recognize that **EMBARK** public transportation system employees enjoy certain protective arrangements as stipulated in the 49 U.S.C. 5301 et. seq., and other public laws, such protective arrangements being included in a collective bargaining agreement and agreements pursuant to 49 U.S.C. 5333(b) as amended, (formerly Section 13(c)) and implementation regulations. The **Parties** agree that such protective arrangements shall remain in full force and effect, as they may exist or as they may be modified in future Federal grant contracts, Agreements pursuant to 49 U.S.C. 5333(b), as amended, or collective bargaining Agreements, all of which are subject to the laws of the State of Oklahoma. The **Parties** acknowledge and agree that **Norman** is not a party to such collective bargaining agreements and shall have no obligations under them whatsoever.
- R. **Record Retention and Reporting.** **EMBARK** and **Norman** are required to retain and maintain any and all records which are created as a result of this Agreement and/or public transportation.
- S. **Audit and Access to Records.** **Norman** and **EMBARK** have the right to access, inspect, and examine any books, papers, policies, procedures, programs, grant fund expenditure programming and TIP, and records of the other party relative to this Agreement. Failure to provide the requested information may result in termination of the Agreement. This right to audit and access to records only applies to records pertaining to the Agreement and compliance with such Agreement and does not apply to vendor records beyond the scope of this Agreement. The right to audit and access records includes any and all records regarding **Norman's** public transportation services, including, but not limited to, operations, procurement, storage, safety, maintenance, FTA compliance, and funding.

17. SERVICE CHANGES

- A. **General.** Changes to Transit Services provided under this Agreement or the Scope of Work may only be made by advance written change notification from **Norman** to **EMBARK** in accordance with this Section, except in cases of a declared emergency. Orally dictated service change orders are not permitted.
- B. **Process:**
1. Any service change proposed by **Norman** shall be communicated to **EMBARK** in writing, identifying the change, and specifying the effective date. **EMBARK** shall be given ten (10) business days after receipt of a written service change notice from **Norman**, to provide **Norman** a response identifying any impact of such change on operations, and by identifying any feasibility problems **EMBARK** believes will be created by the proposed change. The proposed amendment shall thereafter be accepted or modified through discussions between **EMBARK** and **Norman** or designee.

2. Subsequent to any discussions on a service change notice, **Norman** will make a final decision and direct **EMBARK** to implement the service change. **Norman** will give at least four (4) weeks' notice before any service change unless circumstances do not allow for such a notification timeframe.
 3. All service changes will comply with FTA regulations and requirements for public notice and comments, as applicable.
- C. **Special Service Hours.** **Norman**, in its discretion, may request **EMBARK** to operate Special Service Hours that are in addition to the routes outlined in **Exhibit B and Exhibit C**. Any such request shall be made in writing and shall be made not less than (5) five days in advance of the date the Special Services will be needed. Under this Agreement, **Norman** may request Special Services upon shorter notice or request period and **EMBARK** agrees it will make a good faith effort to provide such services within the timeframe requested, but not to the detriment of **Norman** Transit Services. **EMBARK** shall provide, if requested, up to twelve (12) hours quarterly (cumulative by fiscal year) of Special Service hours for Marketing and other services and activities at no additional cost to **Norman**.

The remainder of this page is intentionally blank.

WITNESS THEREOF, this **Agreement** is entered into this ____ day of June, 2023.

CITY OF NORMAN, OKLAHOMA

Mayor Larry Heikkila

Attest: _____
Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of June, 2023.

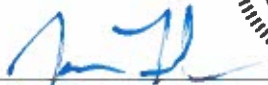
Assistant City Attorney

APPROVED by the Trustees of the Central Oklahoma Transportation and Parking Authority and
SIGNED by the Chairman this 2nd day of June, 2023.

Attest:



CENTRAL OKLAHOMA TRANSPORTATION
AND PARKING AUTHORITY


Secretary


Chairman

REVIEWED for form and legality


Assistant Municipal Counselor

EXHIBIT A

Scope of Services

During the term of this Agreement, **EMBARK** will operate public transportation services as defined as fixed-route and paratransit services to meet the transportation needs of **Norman**. **Norman** grants to **EMBARK** such rights of access as are necessary for the operation of the public transportation services.

1. MANAGEMENT

- a. **EMBARK** shall coordinate, manage, and control all activities necessary to carry out its responsibilities under the subsequent Agreement, which include, but are not limited to, providing operators, and all other project personnel; training personnel; developing administrative procedures and financial records; and suggest methods to improve effectiveness and maximize service efficiency.

2. OPERATING PERFORMANCE STANDARDS

- a. **EMBARK** shall adhere to the following standards:
 - i. Vehicles shall be operated with due regard for the safety, comfort, and convenience of passengers and the general public.
 - ii. Service shall be provided as scheduled or according to any adjusted schedule mutually established by **EMBARK** and **Norman**, including route or service modifications required as a result of a declared emergency.
 - iii. **EMBARK** shall strive to maintain on-time performance in accordance with published schedules, and at no time is **EMBARK** allowed to run ahead of schedule.
 - iv. **EMBARK** shall train and motivate employees who interface with the public as if they were in the "Hospitality" industry. All **EMBARK** personnel are responsible for knowledge of the **Norman** service. **EMBARK** personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service.

3. FIXED-ROUTE OPERATIONS

- a. **EMBARK** shall operate transportation service on a network of six existing fixed-routes represented in **Exhibit C**, or as otherwise agreed upon by the Parties pursuant to Section 17 in the Agreement. The **Parties** anticipate route changes as reflected in **Exhibit C** in October of 2023.
- b. In operating services, emphasis will be placed on maintaining courtesy to passengers, adequate training, policies designed to minimize employee turnover and maximize on-time performance, and otherwise carrying out all contractual obligations safely and reliably.
- c. **EMBARK** shall provide an adequate number of qualified personnel to provide trip planning, route, and schedule information from incoming customer phone calls from 7:30 a.m. to 8 p.m. on weekdays and from 8 a.m. to 4 p.m. on Saturdays.
- d. **EMBARK** will provide operation of the six fixed-routes, including, but not limited to, all aspects of service planning, training, scheduling, dispatching, supervising, driving, and customer engagement in accordance with the following **Route Profiles** detailed in **Exhibit B** and the **Route Maps** attached as **Exhibit C**.
- e. **EMBARK** will not operate fixed-route service on the following holidays: Independence Day, Tuesday, July 4, 2023; Labor Day, Monday, September 4, 2023; Thanksgiving, Thursday, November 23, 2023; Christmas Day, Monday, December 25, 2023; New

Year's Day, Monday, January 1, 2024; Memorial Day, Monday, May 27, 2024.

4. ADA PARATRANSIT OPERATIONS

- a. **EMBARK** shall provide complementary paratransit service in accordance with the Americans with Disabilities Act of 1990 and any subsequent updates.
- b. All transportation services will be performed, or cause to be performed, as "EMBARK Norman" and "EMBARK Plus" using transportation vehicles provided by and maintained by **Norman**.
- c. **EMBARK** shall deliver paratransit services to eligible customers, as described in **Exhibit J**.
- d. **EMBARK** will operate federally mandated complementary paratransit service within Zone 1, $\frac{3}{4}$ of a mile on either side of fixed routes - 110, 111, 112, 120, and 121. **EMBARK** will also provide additional paratransit service identified as Zone 2 and encompasses a service area starting $\frac{3}{4}$ of a mile on either side of **Norman's** fixed-routes 110, 111, 112, 120, and 121 and extending to **Norman's** city boundaries. The **Parties** understand that the Zone 1 and Zone 2 boundary will change with the anticipated route changes reflected in Exhibit C in October of 2023.
- e. **EMBARK** will operate paratransit service as a complement to **Norman's** regular fixed-route bus service and mirror the fixed route service hours and days. **EMBARK Plus** will operate in Zone 1 from 7:00 a.m. to 10:00 p.m. Monday to Friday and 10 a.m. to 7 p.m. on Saturday. Zone 2 will operate from 7:00 a.m. to 7:00 p.m. on weekdays and Zone 2 will not operate on Saturdays.
- f. **EMBARK** shall be responsible for performing both stages of the eligibility evaluation process as necessary to determine the eligibility of each client for complementary ADA paratransit service; notifying the client of the determination within 21 calendar days of a completed application; and, in the event of eligibility, providing to the client an official notification. An applicant shall be certified as eligible if, and only if, a person's functional ability prevents the use or navigation of fixed-route services.
- g. **EMBARK** will notify all ADA clients at least 120 calendar days before their certification expiration date. Clients seeking recertification will need to complete a re-certification application.
- h. **EMBARK** shall provide adequate staff to receive and process reservations and provide service information, so that time on hold for customers is kept to a minimum.
- i. **EMBARK** will not operate paratransit service on the following holidays: Independence Day, Tuesday, July 4, 2023; Labor Day, Monday, September 4, 2023; Thanksgiving, Thursday, November 23, 2023; Christmas Day, Monday, December 25, 2023; New Year's Day, Monday, January 1, 2024; Memorial Day, Monday, May 27, 2024.

5. GRANT ADMINISTRATION AND OTHER FTA REQUIREMENTS

- a. **EMBARK** will provide consultation and assistance, during regular business hours, to **Norman** for **Norman's** compliance with FTA requirements, other Federal and State grant applications and administration, and all Federal and State laws and regulations.

6. MARKETING AND ADVERTISING

- a. **EMBARK** will coordinate with Norman, at Norman's sole cost, to provide all related marketing services and programs and/or advertising services and programs for **Norman's** public transportation services.

7. BUDGET MANAGEMENT

- a. **EMBARK** will track Transit Service costs identified in **Exhibit G** to ensure the budgeted funds will be sustainable over the allotted period.

Current Norman Transit Service Profile

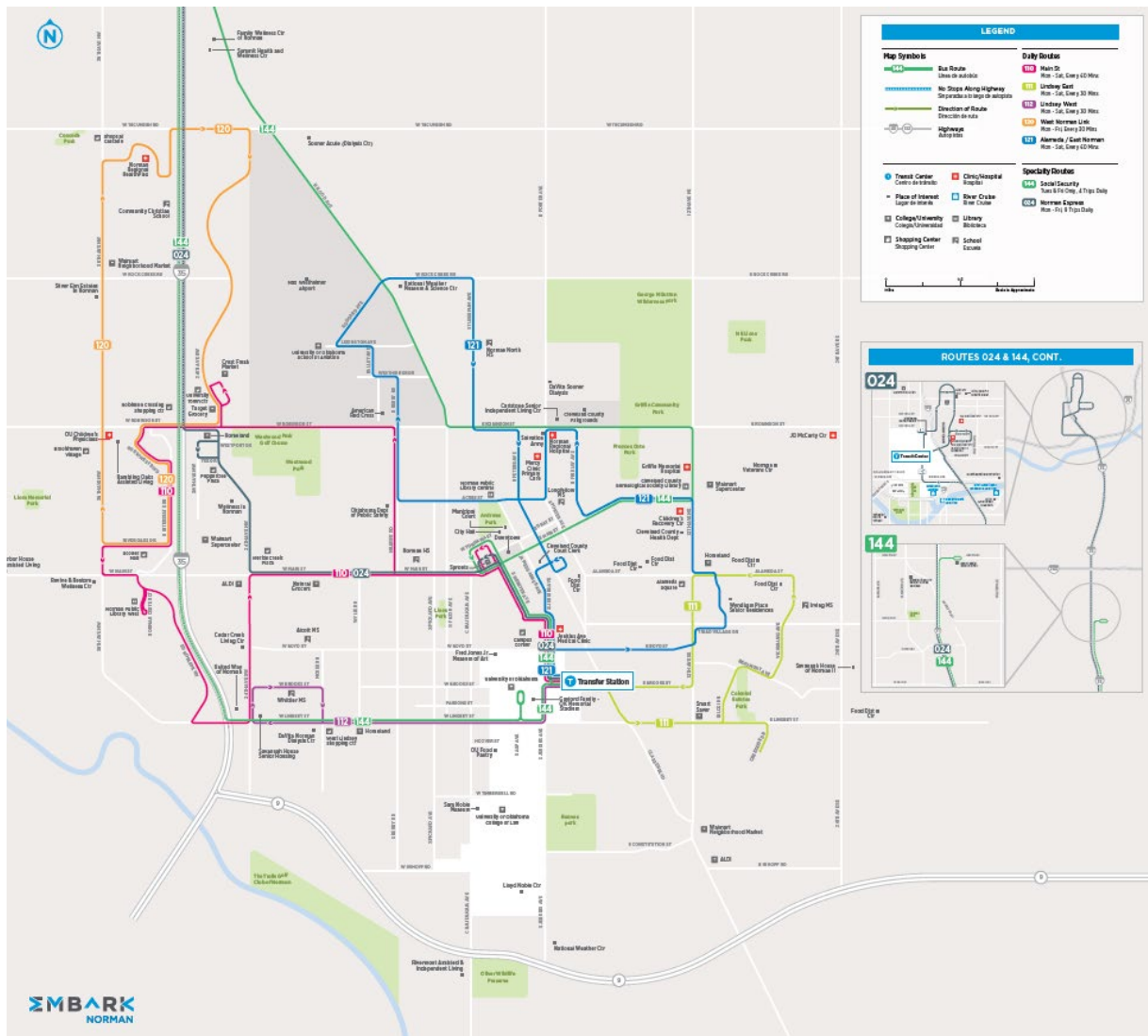


EXHIBIT B

Fiscal Year 2024 Current Norman Transit Service Profile

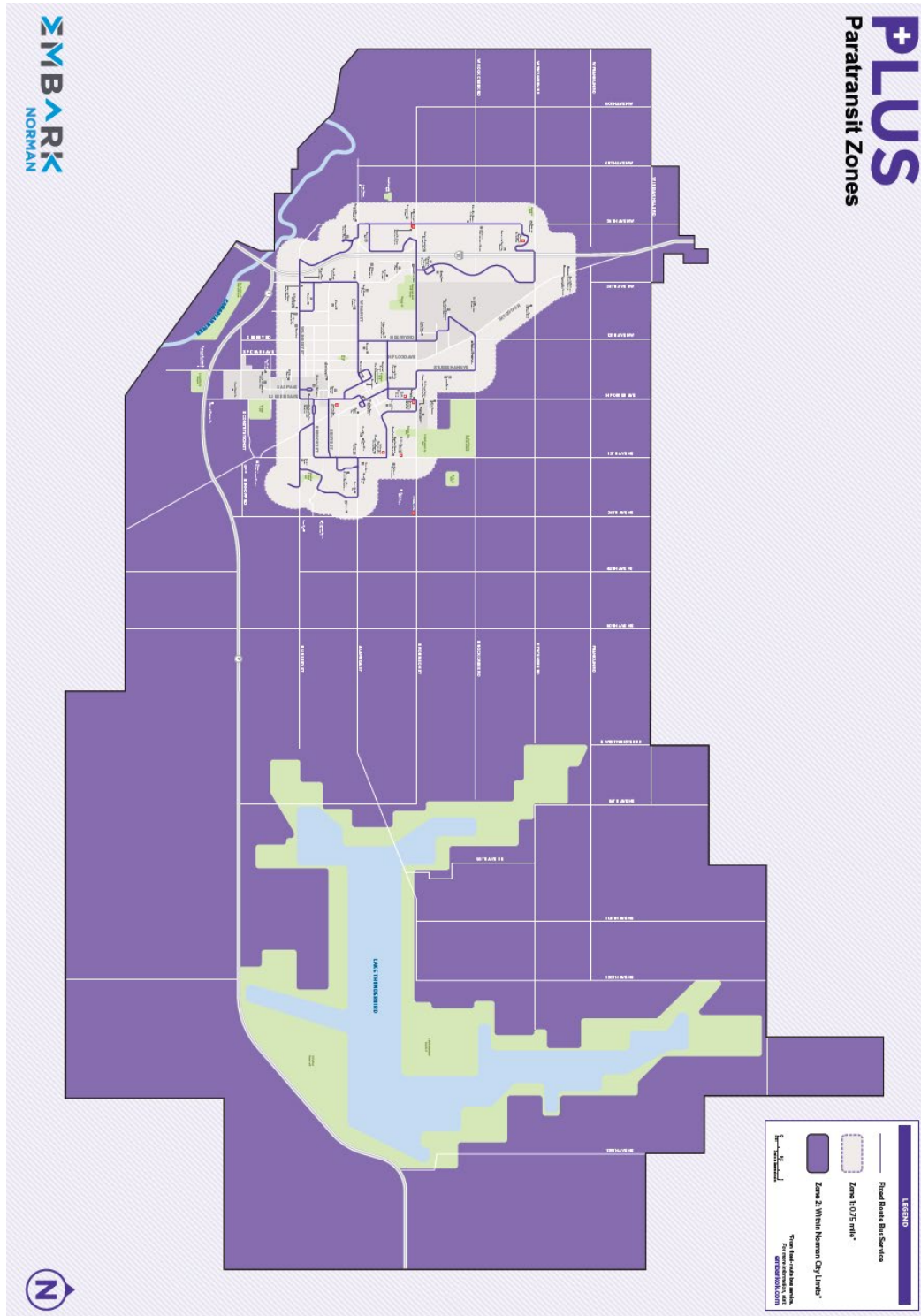


EXHIBIT B
Fiscal Year 2024
Anticipated Norman Transit Service Profile

The following image depicts the modified Norman Transit Service Profile as anticipated to go into effect in approximately October of 2023 to replace the current profile.

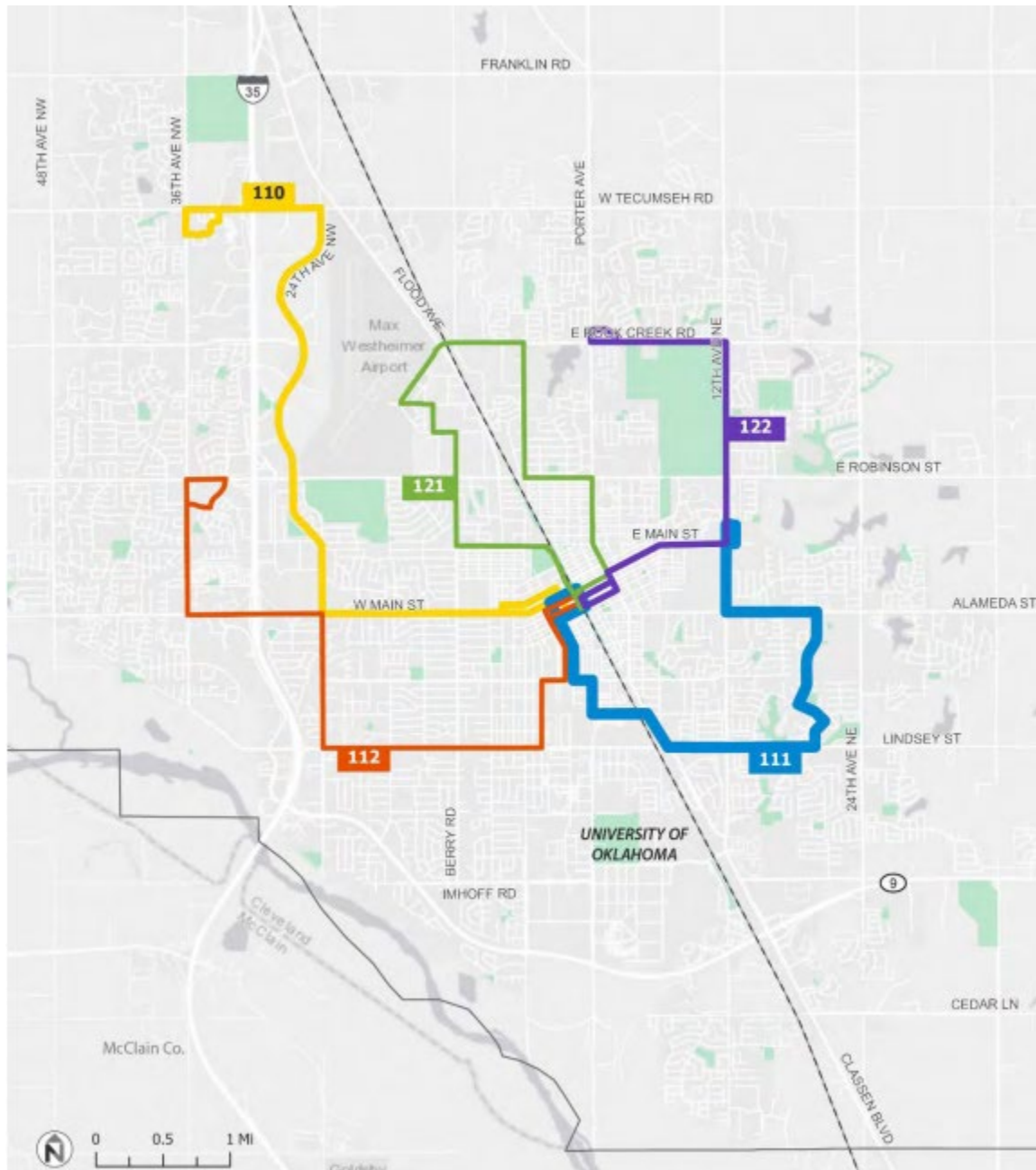


EXHIBIT C

Fiscal Year 2024 Current Norman Transit Routes

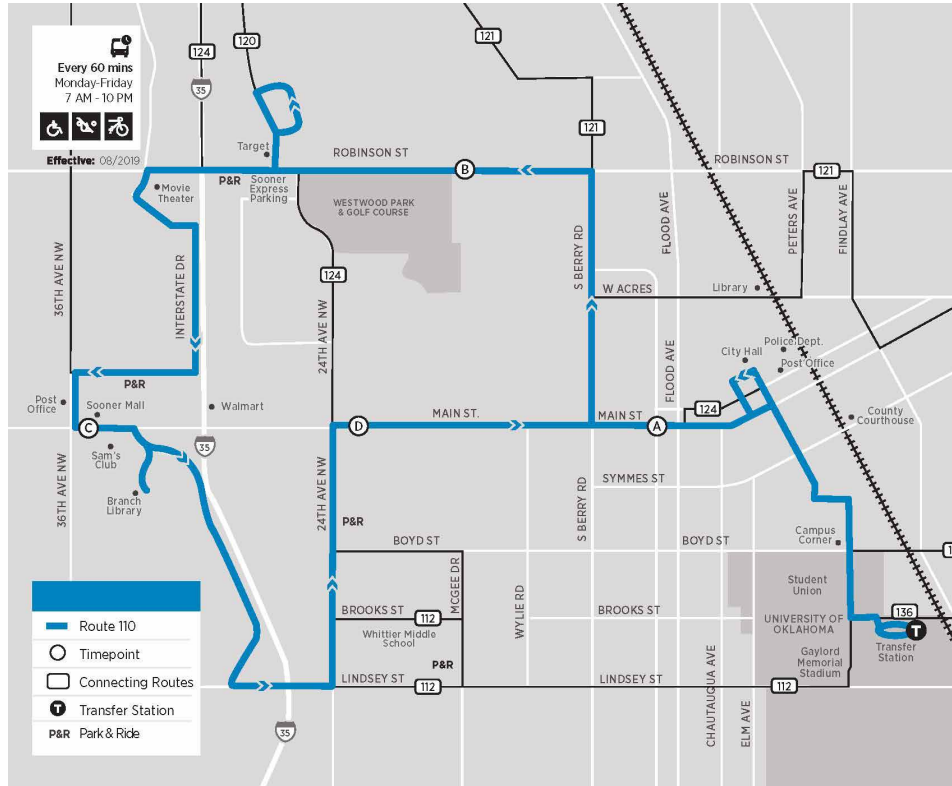


EXHIBIT C

Fiscal Year 2024

Current Norman Transit Routes

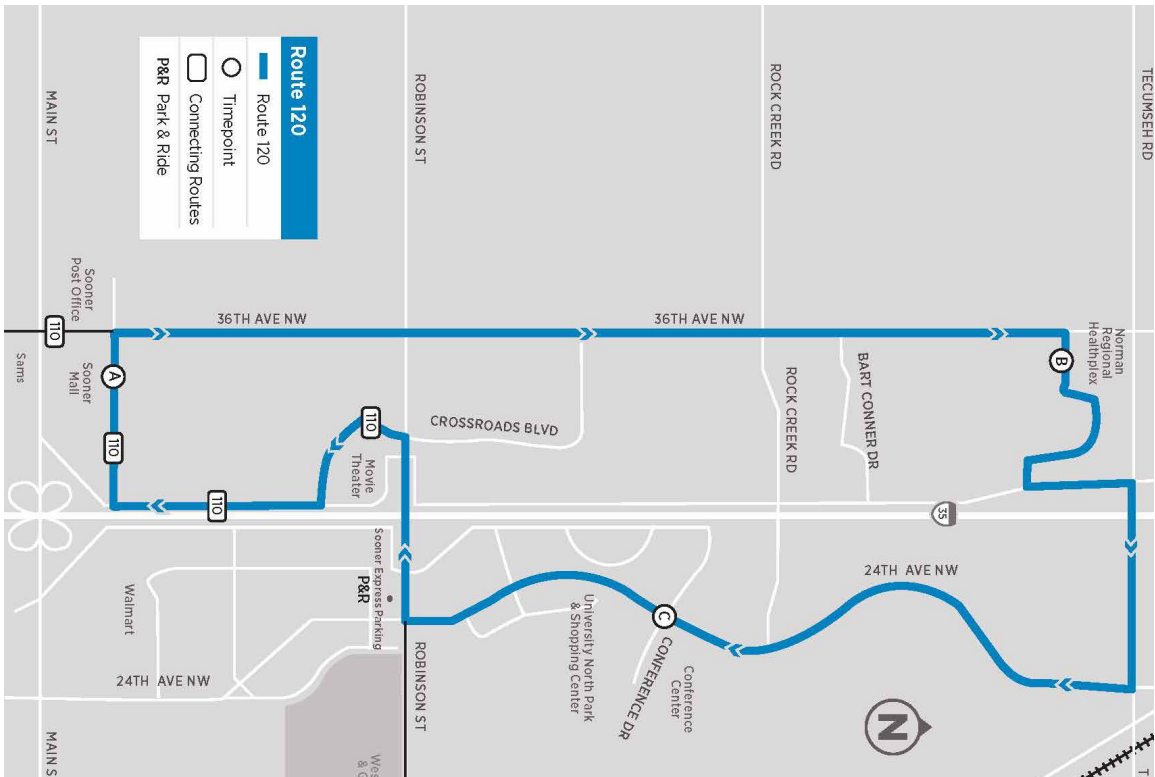


EXHIBIT C

Fiscal Year 2024 Current Norman Transit Routes

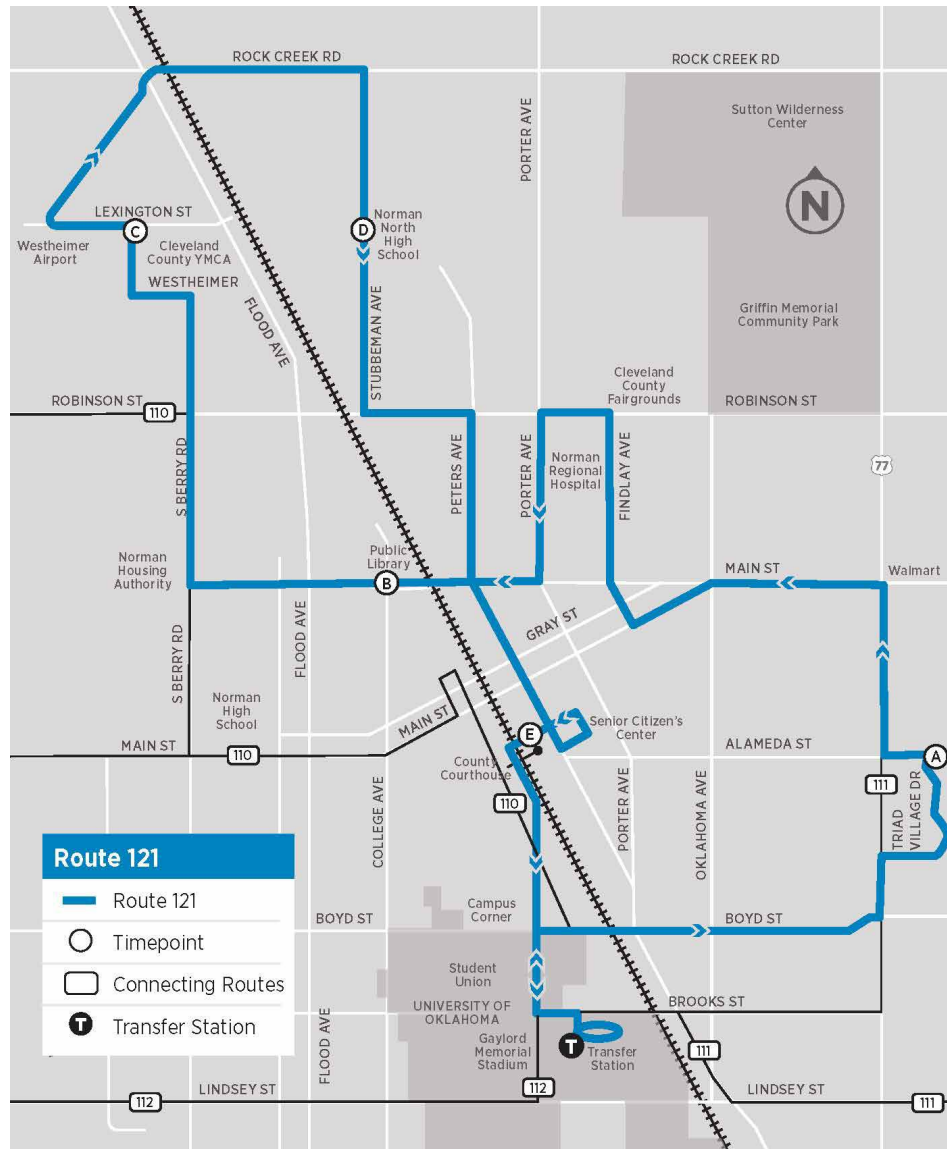


EXHIBIT C

Fiscal Year 2024

Current Norman Transit Routes



EXHIBIT C

Fiscal Year 2024 Anticipated Norman Transit Routes

The following image depicts the modified Norman Transit Routes as anticipated to go into effect in approximately October of 2023 to replace the current routes.

Recommended Route 110

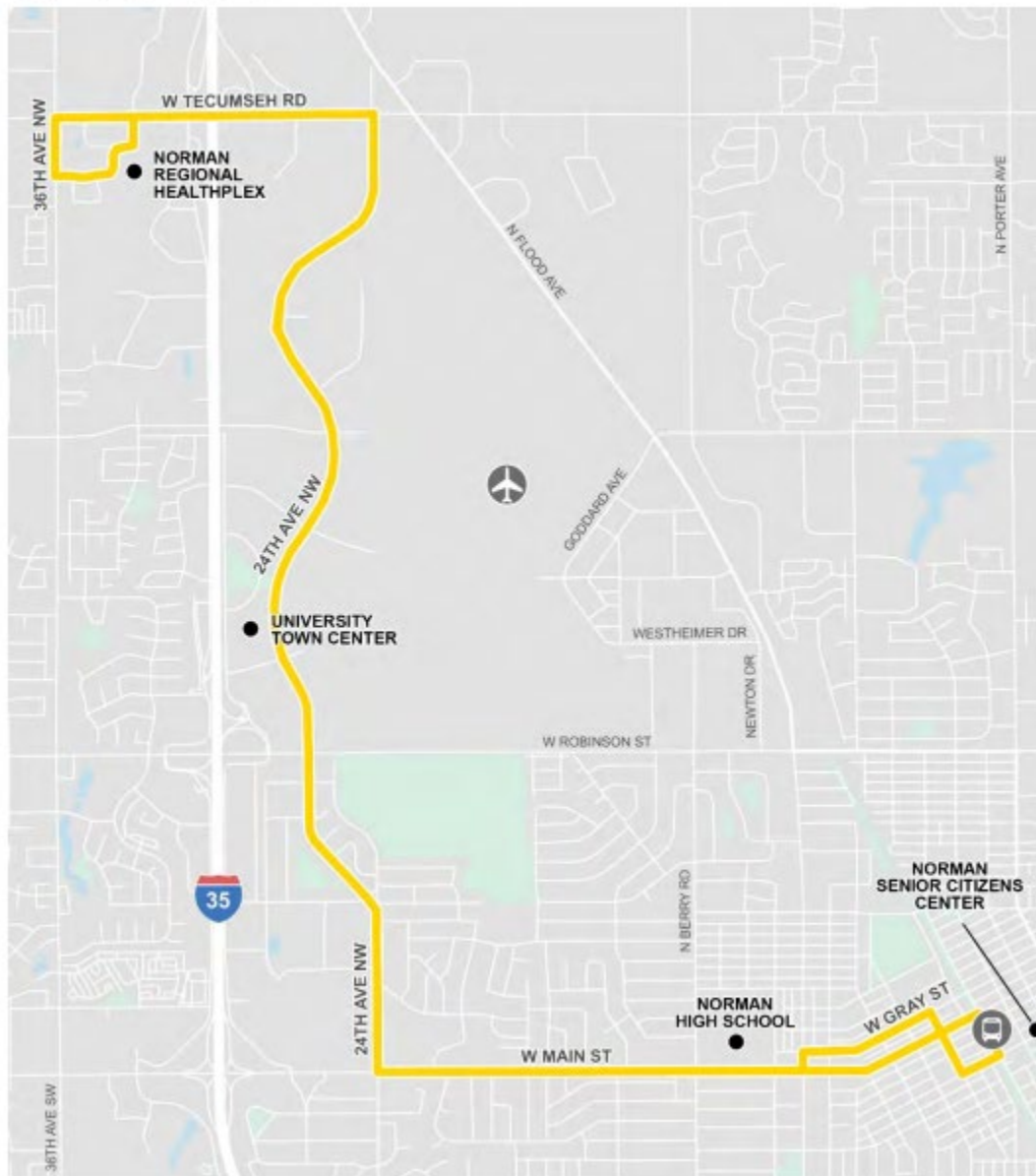


EXHIBIT C

Fiscal Year 2024 Anticipated Norman Transit Routes

The following image depicts the modified Norman Transit Routes as anticipated to go into effect in approximately October of 2023 to replace the current routes.

Recommended Route 111

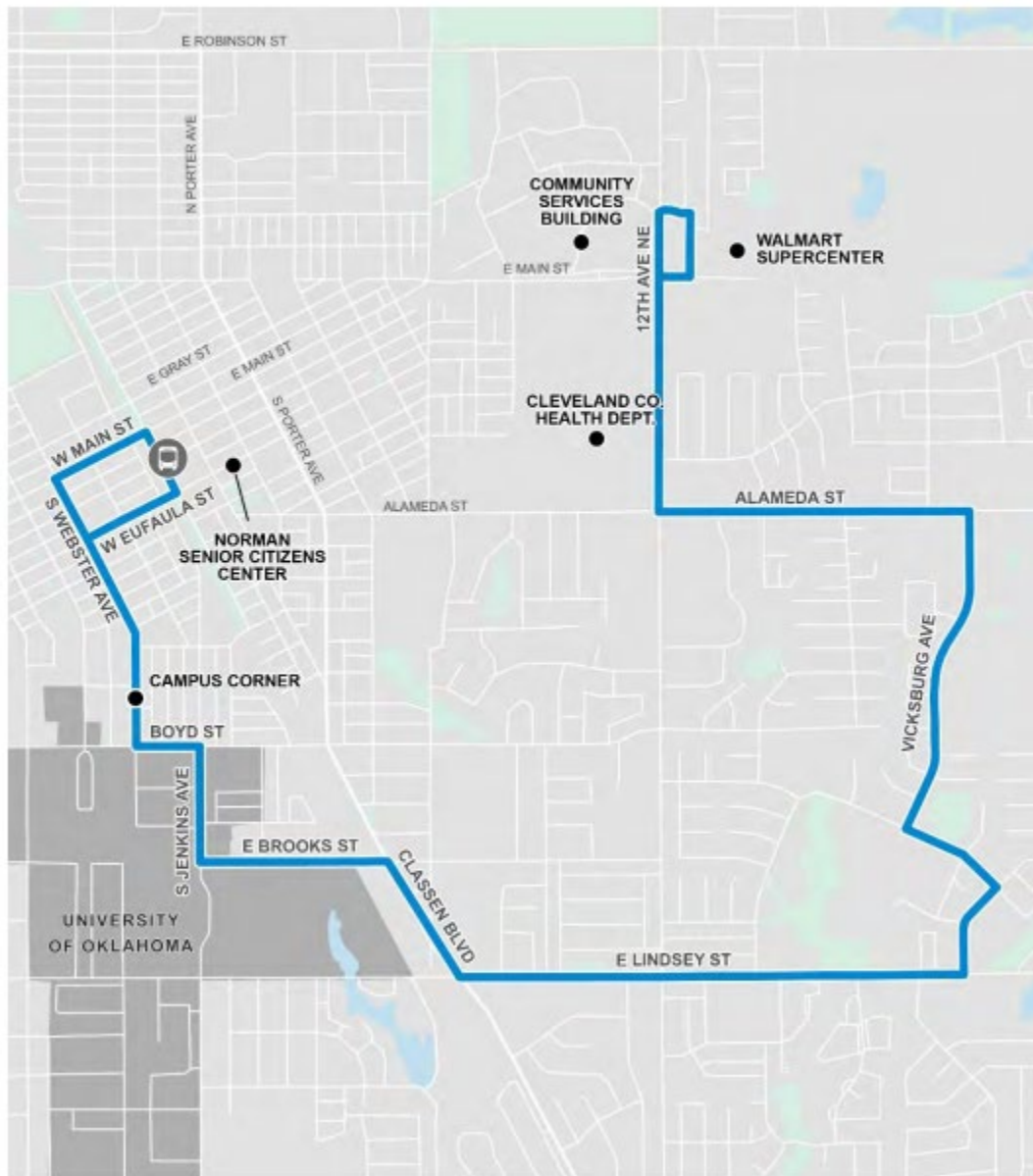


EXHIBIT C

Fiscal Year 2024 Anticipated Norman Transit Routes

The following image depicts the modified Norman Transit Routes as anticipated to go into effect in approximately October of 2023 to replace the current routes.

Recommended Route 112

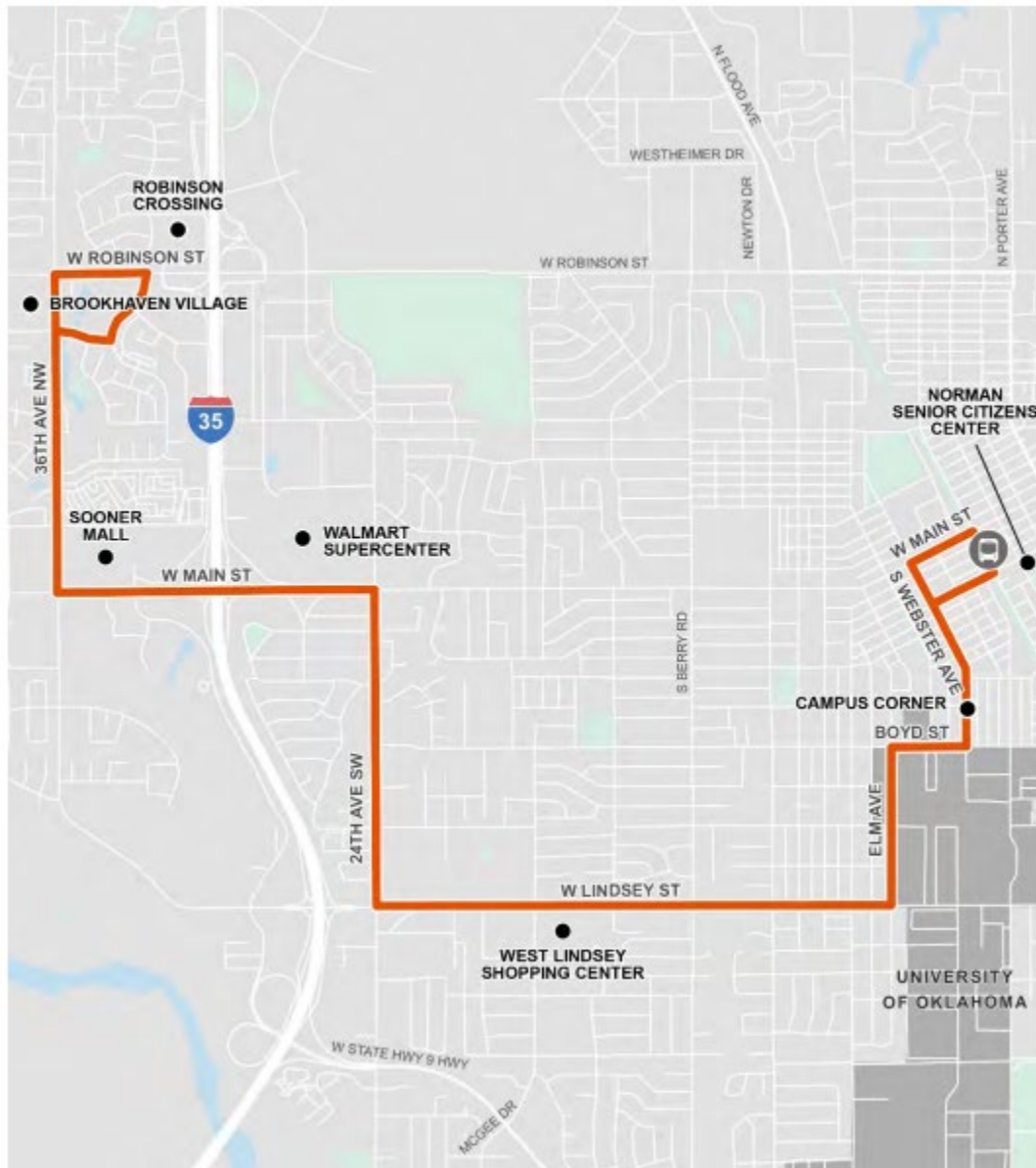


EXHIBIT C

Fiscal Year 2024 Anticipated Norman Transit Routes

The following image depicts the modified Norman Transit Routes as anticipated to go into effect in approximately October of 2023 to replace the current routes.

Recommended Route 121

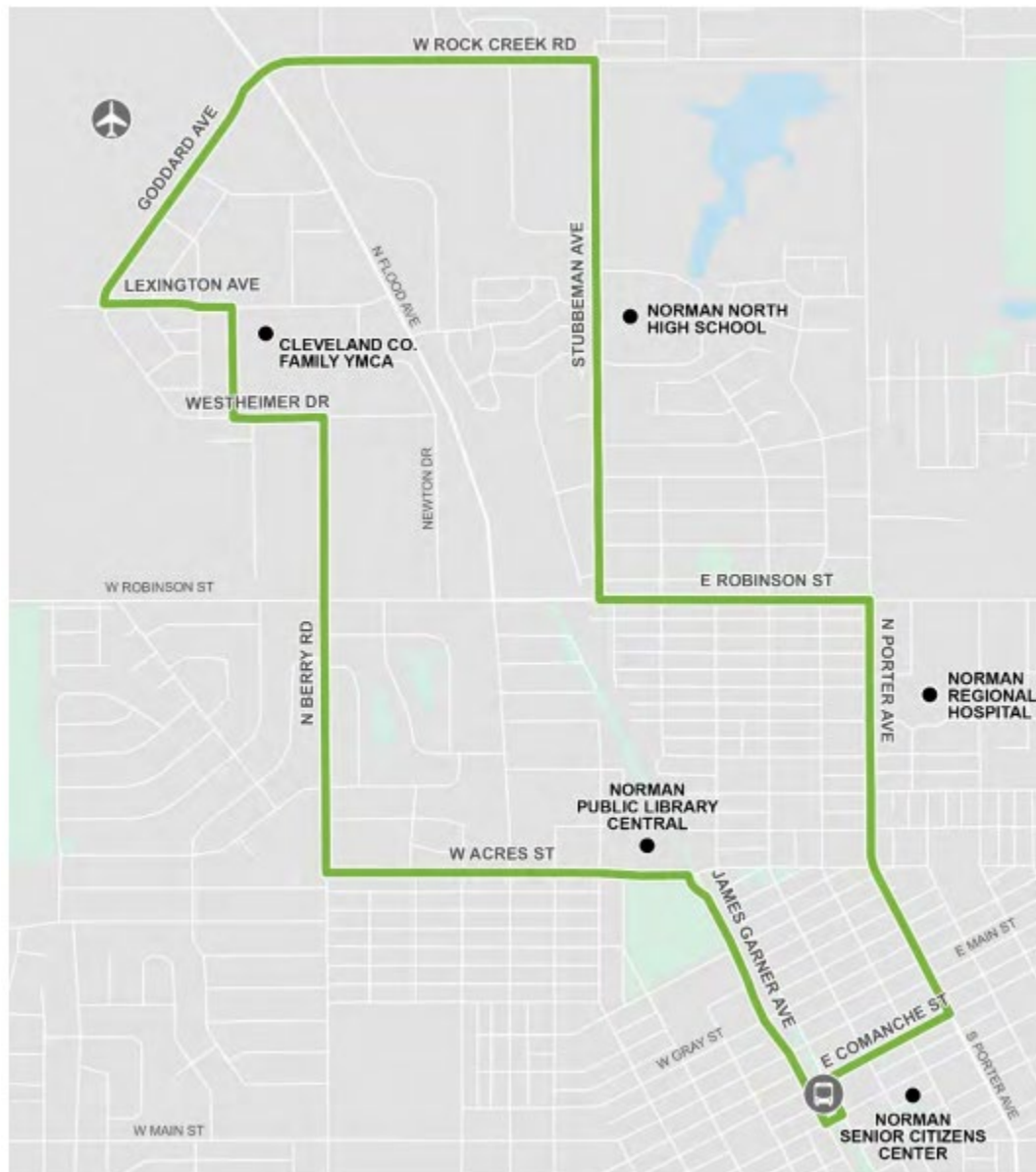


EXHIBIT C

Fiscal Year 2024 Anticipated Norman Transit Routes

The following image depicts the modified Norman Transit Routes as anticipated to go into effect in approximately October of 2023 to replace the current routes.

Recommended Route 122

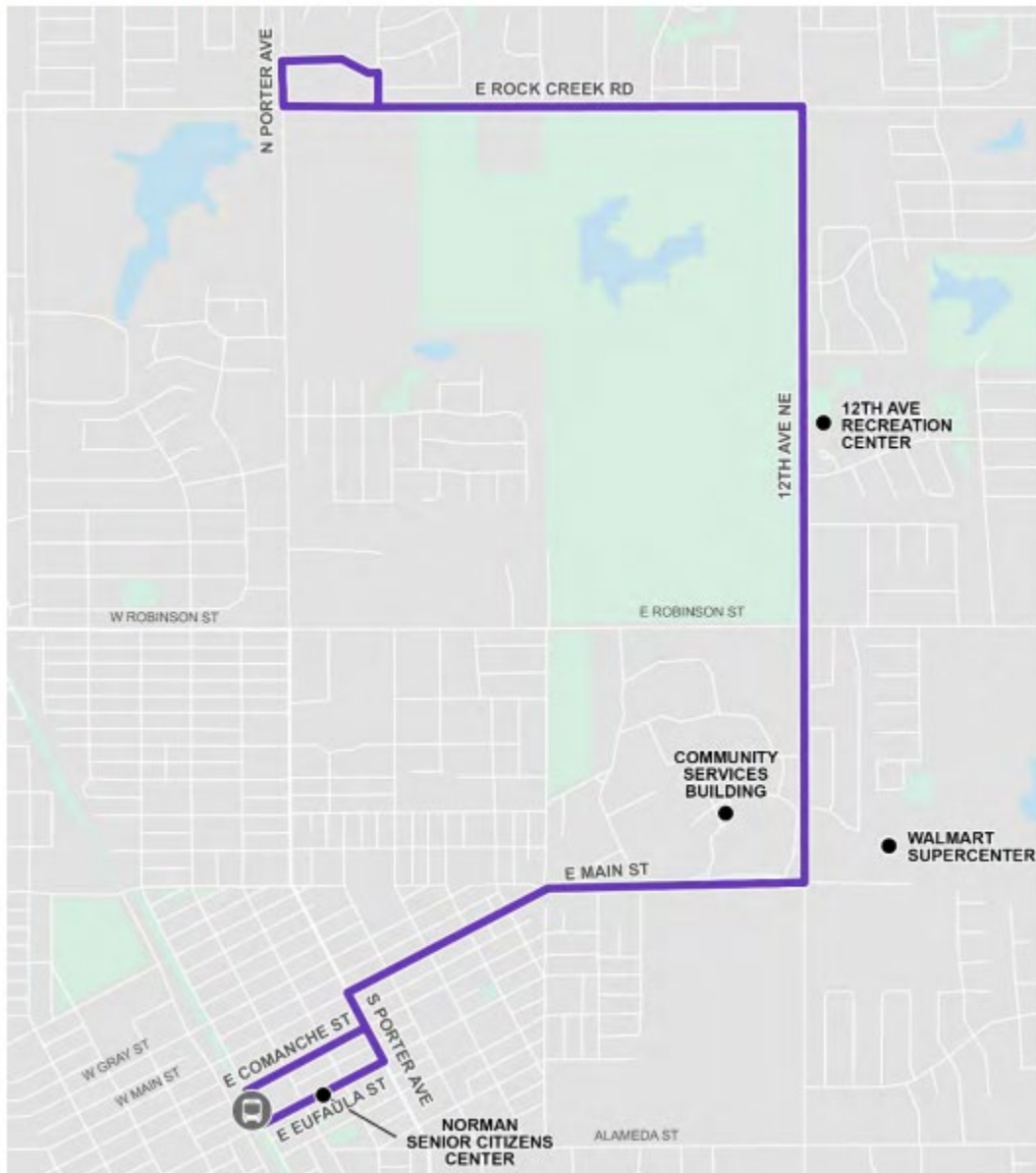


EXHIBIT D

Fiscal Year 2024 EMBARK Responsibilities

- A. **Norman** acknowledges and agrees that during the term of this Agreement, **EMBARK** is not responsible for expanding the public transportation services provided within the **Norman** service area beyond what is outlined in **Exhibit B**. The **Parties** agree that the following general responsibilities, including the Scope of Services outlined in **Exhibit B** are to be accomplished by **EMBARK** and shall be performed in accordance with all rules, regulations, and laws applicable to **Norman**:
1. **EMBARK** will be responsible for the overall management of operations for the **Norman** Transit Services program as outlined in **Exhibit B** and **Exhibit C**.
 2. **EMBARK** will assign a Program Manager as a liaison to **Norman** and its stakeholders and provide administrative program management of EMBARK Norman. Responsibilities include, but are not limited to, contract compliance, invoicing, project and service coordination, operations and maintenance oversight, procurement and solicitations, spokesperson, and consultation.
 3. **EMBARK** will provide technical support to **Norman**, including but not limited to, transportation planning, policy development and review, budget development and review, market research, transit service and ridership analysis, federal guidance, and maintenance guidance. This Agreement allows **EMBARK** to engage private sector contractors to perform planning and management services for the public transportation systems as may be determined beneficial and upon the approval of **COTPA**. Such third-party contractors shall require approval or notice in accordance with Section 16(I) – Assignability, Third-Party Beneficiary, and Use.
 4. **EMBARK** will provide administrative support to **Norman** including, but not limited to, personnel administration and recruitment, marketing and public information, community and customer engagement, information technology, training, security, and risk management. Said functions will be performed by **EMBARK** personnel under the supervision of the **COTPA** Administrator.
 5. **EMBARK** will include the **Norman** Program Manager on the selection committee for the Operations Specialist position that oversees the operations of the **Norman** Transit Services, if that position becomes vacant.
 6. **EMBARK** will maintain separate records for Transit Services, including but not limited to, all records for public transportation functions, including revenue collection and control, accounting and financial reporting, and management reporting, budget analysis, administrative controls, contract administration, and staff support, and such records shall be maintained separately by **Norman** and **EMBARK** to the degree necessary to determine revenues and expenses by the system, facility, transit service route or program and otherwise as determined necessary by **Norman** or **COTPA**.
 7. **EMBARK** reserves the right to limit or modify Transit Services due to the Force Majeure provision, weekends, and holidays, including the following: New Year's Day, Memorial

Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

8. **EMBARK** will assist **Norman** to develop, implement, and enforce reasonable operating policies and procedures compliant with FTA and ADA, including, but not limited to, fixed-route and paratransit guidelines and requirements for the use of Transit Services and bus passenger facilities, transit advertising, rider conduct and exclusion, and temporary service modifications and detours.
9. **EMBARK** will notify **Norman**'s Program Manager before action is taken associated with the Rider Conduct and Exclusion policy.
10. **Norman** vehicles providing Transit Services shall be operated by an **EMBARK** operator duly licensed by the State of Oklahoma and in current possession of said license to operate vehicles for the type and size required by this Agreement. **EMBARK** shall ensure all operators assigned to vehicles with a capacity of sixteen (16) or more passengers, including the operator, have a valid commercial drivers' license and shall further comply with the rules for employees with commercial driver's licenses as specified by Oklahoma law.
11. **EMBARK** will report all vehicular or customer incidents to **Norman**. All **EMBARK** investigation materials and finding reports will be shared with **Norman** within two business days of their completion.
12. **EMBARK** will procure administrative technology equipment including, but not limited to, computers, VOIP phones, network hardware, software, mobile devices, printers or copiers, televisions or digital displays, and time clocks at **Norman**'s sole cost.
13. **EMBARK** will develop and maintain customer service materials including, but not limited to, fixed-route service schedules and maps, paratransit service materials, web pages, social media posts, news releases, photography, and promotional materials. This Agreement allows **EMBARK** to engage private sector contractors to perform creative services as may be determined beneficial and upon the approval of **COTPA** and **Norman**.
14. **EMBARK** agrees to notify **Norman** promptly of any received customer or regulatory complaints, in whole, relating to the public Transit Services provided by **EMBARK** under this Agreement. A report of all regulatory, transportation system, and Transit Services shall be submitted to **Norman**'s Program Manager weekly.

EXHIBIT E

Scope of Vehicle Cleaning, Washing, and Fueling Services

1. STAFFING

EMBARK will assign (2) two full-time service crew technicians and one (1) full-time lead service crew technician working on-site at the **Norman** maintenance facility at North Base. The service crew technicians and full-time lead will work six (6) days a week, based on the schedule outlined in “*Employee Work Schedule*”. These individuals will have the primary responsibility for daily vehicle cleaning, fueling, and reporting any noticed defects to **Norman** maintenance staff.

2. CONTRACT DUTIES

The service crew technicians will check all vehicle fluid levels each time a vehicle is fueled and is thoroughly trained in each vehicle to spot cracked or broken belts, loose or broken brackets, or other worn parts within the engine compartment. The service crew technician is also trained to check for unusual noises, brake issues, and tire wear during the fueling process. Any noted issues are recorded by the technician and reported immediately to the **Norman** fleet maintenance division manager.

The service crew technicians will first fuel the non-compressed natural gas (CNG) vehicles each evening at the **Norman** fueling location, checking all fluid levels and general vehicle condition as described above. The Service crew technicians will next hook up all CNG equipped vehicles to the slow fill CNG equipment. Next, each vehicle’s wheels and front and rear panels will be thoroughly washed every evening. Each vehicle’s full exterior will be washed based on an even and odd schedule as outlined in schedule, “*Washing Cycle*”. Each vehicle interior will be cleaned and sanitized using the **Norman** fogging equipment and the **Norman** recommended fogging supplies. The interior service signage will be inspected daily and replaced as needed. Every two weeks or more frequently as conditions warrant, each vehicle will receive a complete deep cleaning, and vehicles are sprayed for bugs and pests as needed.

3. ASSUMPTIONS

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

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.

Vehicle Cleaning, Washing, and Fueling - Employee Work Schedule

Employee Type	SUN	MON	TUE	WED	THU	FRI	SAT
Full-Time Lead Service Crew Technician		8	8	8	8	8	
Full-Time Service Crew Technician		8	8	8	8	8	
Full-Time Service Crew Technician			8	8	8	8	8

Washing Cycle Schedule

City of Norman Transit Vehicles - July 1, 2023						WASHING CYCLE						
Fuel	Equip. No	Year	Make	Model	License	SU	MO	TU	WE	TH	FR	SA
	13	Motor Buses										
D	5-0314	2003	NEW FLYER	D40LF	CI39316			X		X		
D	5-0703	2007	GILLIG	MB	CI38949		X		X			
D	5-0704	2007	GILLIG	MB	CI38948			X		X		
D	5-0705	2007	GILLIG	MB	CI38950		X		X			
C	5-0930	2009	heavy/Glaval	C4500/Titan	CI38951			X		X		
C	5-0931	2009	Chevy/Glaval	C4500/Titan	CI38952		X		X			
C	5-0932	2009	Chevy/Glaval	C4500/Titan	CI39314			X		X		
C	5-1028	2010	DAIMLER	LF 07.502	CI40157			X		X		
C	5-1029	2010	DAIMLER	LF 07.502	CI40156		X		X			
C	5-1533	2015	CHEVY	G4500 XPRESS	CI40155		X		X			
C	5-1906	2019	GILLIG	G31B	CI40161			X		X		
C	5-1907	2019	GILLIG	G31B	CI40160		X		X			
E	5-2219	2022	GILLIG	G28B	CI44560		X		X			
	14	Paratransit Vehicles										
D	5-0864	2008	Ford/Glaval	E450	CI33198			X		X		
C	5-0967	2009	Chevy/Glaval	C4500/Titan	CI33197		X		X			
C	5-0968	2009	Chevy/Glaval	C4500/Titan	CI39313			X		X		
U	5-1055	2010	Dodge	ADA Caravan	CI40154		X		X			
D	5-1308	2013	Chevy	G4500 Express	CI23191			X		X		
C	5-1370	2013	Ford/Glaval	E450	CI40151			X		X		
C	5-1371	2013	Ford/Glaval	E450	CI40150		X		X			
C	5-1472	2014	Ford/Glaval	E450	CI37064			X		X		
C	5-1473	2014	Ford/Glaval	E450	CI37063		X		X			
C	5-1474	2014	Ford/Glaval	E450	CI37062			X		X		
C	5-1475	2014	Ford/Glaval	E450	CI37061		X		X			
U	5-1580	2015	Dodge	ADA Caravan	CI37060			X		X		
U	5-1581	2015	Dodge	ADA Caravan	CI33199		X		X			
C	5-2065	2020	Dodge	3500	CI41615		X		X			

EXHIBIT F

Fiscal Year 2024 Norman Responsibilities

Norman is responsible for all financial obligations under this Agreement, which shall be solely the obligations of **Norman** and not the obligation of **EMBARK** regardless of how stated herein. **Norman** will provide such resources, to assist **EMBARK**, as follows:

1. **Norman** will assign a Program Manager as a liaison to **EMBARK** and provide administrative program management of **Norman** Transit Services and Maintenance. Responsibilities include, but are not limited to, contract compliance, invoice processing, project coordination, State and Federal compliance, operations and maintenance oversight, procurement and solicitations, spokesperson, and consultation.
2. **Norman** shall provide road worthy bus and fleet vehicles that are safe to **EMBARK** to provide Transit Services. **Norman's** inventory of fleet vehicles at the start of this Agreement is outlined in **Exhibit I**.
3. **Norman** will supply **EMBARK** with a sufficient number of service vehicles in order to provide at least a twenty percent (20%) spare ratio.
4. **Norman** shall provide and maintain **EMBARK** with, or the means, to use intelligent transportation systems (ITS) products, which are designed to: improve system communications; to computerize ADA reservations, dispatch, and manifests; to promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; to provide the technology and means for more accurate and reliable dispatching; to provide bus stop announcements; to provide automatic passenger counting; and to provide more accurate and timely information and data on system and **EMBARK's** performance.
5. **Norman** shall provide and maintain an onboard surveillance system on all revenue vehicles. All video will be accessible directly by **EMBARK** for the operational management of the system. **EMBARK** shall be notified in writing if any vehicle will be placed into service without an operable onboard surveillance system.
6. **Norman** shall make all reasonable efforts to ensure consistent display on all fixed-route vehicle destination signs. **EMBARK** shall be required from time to time to revise destination sign readings to reflect route changes or other relevant service information, as specified in writing by **Norman**. **EMBARK** shall be notified in writing if any vehicle will be placed into service without an operable electronic Destination Sign (front, side, dash and rear as equipped).
7. **Norman** will provide the public transit fleet required to operate Transit Services as identified in **Exhibit B** for each day of scheduled service. **Norman** will have transit service vehicles road-ready every service day by 5:15 a.m., at **Norman's** sole cost.
8. **Norman** shall maintain and keep the **Norman** transit fleet in good condition, in a state of good repair, and according to the vehicle manufacturers' recommendations. Vehicles will be maintained in compliance with all State and Federal laws and regulations, standard industry practices and applicable standard operating procedures (SOPs), including, but not limited to,

preventive and corrective maintenance programs, inspection, repairs associated with the routine delivery of transit service, onboard electronics and technology, and bodywork including maintaining interior and exterior decals. Vehicles will be maintained in compliance with all State and Federal laws and regulations, standard industry practices and applicable standard operating procedures (SOPs) in regards to Vehicle Cleaning, Washing, and Fueling as defined in **Exhibit E**, as provided by **EMBARK**.

9. **Norman** shall maintain records of all maintenance, vehicle mileage related to maintenance, repairs, and inspections performed on each vehicle.
10. **Norman** shall report all vehicle incidents to **EMBARK** including event investigation, and findings before the vehicle is returned to service.
11. **Norman** shall inspect all vehicles involved in vehicular incidents and provide notification in writing to **EMBARK** Norman operations when the vehicle is safe to resume service.
12. **Norman** shall maintain all property and equipment associated with the **Norman** Transit Services, including but not limited to, brightly lit and well-marked bus yard and facilities; bus stops, signs, benches, and shelters are clean and free of graffiti; placement and maintenance of bus stop signage and street furniture all at **Norman's** sole cost.
13. **Norman** will provide administrative support for functions required to help ensure the successful delivery of Transit Services. Support includes, but is not limited to, risk management, transportation planning, community engagement, security, GIS, information technology, event planning, legal, public information and marketing; and program management.
14. Two separate networks will be maintained at **Norman**-owned Facilities, one to support **Norman**-owned computers, servers, and printers and a second to support **EMBARK**-owned computers, servers, and printers, in accordance with the following:
 - A. **Norman** will supply the required network infrastructure for **EMBARK** to implement a local area network (LAN), separate from **Norman's** on-site network, for the purpose of conducting **EMBARK**-specific business functions. All **EMBARK**-owned computers, switches, and servers must be placed on this network. No equipment may be added to the **Norman** network by **EMBARK**. The network infrastructure will consist of Category 6 Unshielded Twisted Pair (UTP) cabling, wall jacks, and an **EMBARK** supplied Ethernet network switch(es) allowing connections within the provided facilities. No equipment may be added to the **EMBARK** network by **Norman**. **EMBARK** shall be provided a separate minimum 200 MB up down internet connection. **Norman** will provide rack space available for routers, switches, and servers.
15. **Norman** will provide a facility which meets with State, Federal, and union requirements which include, but not limited to:
 - a. **Norman** shall provide a facility including, but not limited to, sufficient office space for operations with a meeting and training room, storage, secure IT equipment closet, break room with furnished kitchen, driver's lounge, dispatch area, ADA accessible restrooms with lockers, well-lit employee parking, bus maintenance bays, bus yard, and can accommodate bus operations including drug testing. The facility shall have operable temperature control systems, electricity, water, internet, cable television, and solid waste services at **Norman's** sole cost.

- b. **Norman** will fully furnish and maintain the facility furnishings including, but not limited to, kitchen appliances, lounge furniture, desks, filing cabinets, risk-rated task chairs, tables, ice machine, and shelving, at **Norman's** sole cost.
 - c. **Norman** is responsible for all janitorial services and maintenance related to the daily maintenance of the facility. Services include, but not limited to, cleaning and sanitizing of operation facilities, and clearing debris, snow and ice at **Norman's** sole cost.
16. **Norman** is responsible for State and Federal compliance. Responsibilities include, but not limited to, monitoring, management, certification, and compliance with all Federal and State grant agreements, programs, requirements and assurances, and **Norman** covenants to ensure local, State and Federal compliance, at **Norman's** sole cost.
17. **Norman** agrees to notify **EMBARK** promptly of any received customer or regulatory complaints, in whole, so that **EMBARK** can respond to and/or address promptly. A report of all regulatory, transportation system, Transit Services, and all other complaints shall be submitted to the **COTPA** Administrator and **EMBARK** Program Manager weekly.
18. Public Information functions for all **EMBARK** Transit Services will be performed exclusively by **EMBARK** staff. However, **Norman** will assist in coordinating and providing information to support **EMBARK** Public Information Officer (PIO) functions.
- a. **EMBARK** acknowledges and agrees that **Norman's** Chief Communications Officer (CCO) shall, from time to time, publish press releases on **Norman's** behalf in regard to the status of **Norman's** transportation system. Before any press releases, marketing, public communication, or other use of or messaging which includes **EMBARK's** branding, **Norman** and/or the CCO will require **EMBARK's** review and approval. Prior to any press releases, marketing, public communication, or other use of or messaging which does not utilize **EMBARK's** branding, **Norman** and/or the CCO will notify **EMBARK's** PIO. General press releases regarding City of **Norman** services, that include Transit Services, during holidays will be exempt from notifying the PIO.
19. **Norman** adopts **EMBARK's** Transit Service policies (ADA Guide, Rider Conduct and Exclusion Policy, and Advertising Policy), attached as **Exhibits J, K, and L**, as part of this Agreement. Should **EMBARK** amend any of these policies during the term of this agreement, **EMBARK** shall notify **Norman** in writing, and **Norman** may administratively approve or reject the changes in writing to **EMBARK**.

EXHIBIT G

Compensation

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**.
- b. The estimated budget for the performance of the Transit Services outlined in **Exhibits A through E** is as follows:

Transit Services	\$3,746,639.97
10% Administration Fee	\$ 374,664.00
Operations Risk Assumption Fee	<u>\$ 200,000.00</u>
Total Estimated Transit Services Budget	\$4,321,303.97

- c. This estimated Transit Services budget includes Advertising and Promotion costs for the promotion of Saturday service and OU Game Day communications as well as Event Setup costs for moving the transfer station on OU game days to a temporary site needing some basic amenities, such as covered waiting areas, a health facility, and signage.
- d. Upon receipt of initial invoice from **EMBARK**, **Norman** will pay to **EMBARK** an amount equal to one-and one-half months of estimated Transit Service and the full Operations Risk Assumption Fee.
- e. Upon receipt of all monthly invoices thereafter from **EMBARK**, **Norman** will pay to **EMBARK** the Administration Fee and the actual cost incurred for Transit Services for the previous month.
- f. Upon one year after the expiration of this agreement, **EMBARK** will credit **Norman** in an amount equal to the difference between \$200,000 and **EMBARK's** Paid Liability. **EMBARK's** Paid Liability is equal to the sum of:
 - i. The total amount paid by **EMBARK** to resolve third-party claims arising from incidents occurring from July 1, 2023, through June 30, 2024; and
 - ii. The total amount paid by **EMBARK** to repair any damage to **Norman's** property (other than normal wear and tear) attributed to **EMBARK** employees or agents occurring from July 1, 2023, through June 30, 2024; and
 - iii. Any amount agreed upon by both **Parties** that will still reasonably be needed by **EMBARK** to resolve any outstanding claims or litigation arising from incidents occurring from July 1, 2023, through June 30, 2024.If **EMBARK's** Paid Liability is greater than \$200,000, **Norman** will not receive such credit.
- g. If at the time of one year after the expiration of this agreement, any credit is due to **Norman** from this agreement based on the foregoing formula, and the **Parties** are again renewing this agreement, said credit will be applied to any Risk Assumption Fee **Norman** will owe to **EMBARK** for that renewal year. If the **Parties** are not renewing this agreement at that time, any credit due to **Norman** will be applied to any outstanding obligations **Norman** owes to **EMBARK** pursuant to this Agreement or any renewal thereof, and if no obligations are owed, said credit will be distributed to **Norman** in the form of a payment.

Exhibit H

FTA Terms and Conditions

Attached on the following pages.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (a) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
- (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula

Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA’s State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant’s most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS
FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT
PROGRAMS).**

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),

- (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
- (4) Category 09 (Formula Grants for Rural Areas),
- (5) Category 15 (Alcohol and Controlled Substances Testing), and
- (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Exhibit I

Norman Transit Fleet Description and Inventory

City of Norman Transit Vehicles - July 1, 2022

Fuel Type	Equip. Number	YEAR	MAKE	MODEL	VIN NUMBER	License	Title Holder
D	5-0314	2003	NEW FLYER	D40LF	5FYD2LN193U025071	CI39316	City of Norman
D	5-0319	2003	NEW FLYER	D40LF	5FYD2LN193U025068	CI39315	City of Norman
D	5-0703	2007	GILLIG	MB	15GGE291571091335	CI38949	City of Norman
D	5-0704	2007	GILLIG	MB	15GGE291771091336	CI38948	City of Norman
D	5-0705	2007	GILLIG	MB	15GGE291971091340	CI38950	City of Norman
C	5-0930	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G09F413215	CI38951	City of Norman
C	5-0931	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G79F413258	CI38952	City of Norman
C	5-0932	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G49F413167	CI39314	City of Norman
C	5-1028	2010	DAIMLER	LF 07.502	1VHGF3W27A6706893	CI40157	City of Norman
C	5-1029	2010	DAIMLER	LF 07.502	1VHGF3W24A6706897	CI40156	City of Norman
C	5-1533	2015	CHEVY	G4500 XPRESS	1GB6G5BG3F1281358	CI40155	City of Norman
C	5-1906	2019	GILLIG	G31B	15GGB311XK3193155	CI40161	City of Norman
C	5-1907	2019	GILLIG	G31B	15GGB3111K3193156	CI40160	City of Norman
D	5-0864	2008	Ford/Glaval	E450	1FDXE45PX8DB59346	CI33198	City of Norman
C	5-0967	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G79F413311	CI33197	City of Norman
C	5-0968	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G39F413306	CI39313	City of Norman
U	5-1055	2010	Dodge	ADA Caravan	2D4RN4DE3AR343286	CI40154	City of Norman
D	5-1308	2013	Chewy	G4500 Express	1GB6G5CL3D1188803	CI23191	City of Norman
C	5-1370	2013	Ford/Glaval	E450	1FDXE4FS5DDA56932	CI40151	City of Norman
C	5-1371	2013	Ford/Glaval	E450	1FDXE4FS7DDA56933	CI40150	City of Norman
C	5-1472	2014	Ford/Glaval	E450	1FDXE4FS5EDB10263	CI37064	City of Norman
C	5-1473	2014	Ford/Glaval	E450	1FDXE4FS8EDB10273	CI37063	City of Norman
C	5-1474	2014	Ford/Glaval	E450	1FDXE4FS1EDB10275	CI37062	City of Norman
C	5-1475	2014	Ford/Glaval	E450	1FDXE4FS3EDB10276	CI37061	City of Norman
U	5-1580	2015	Dodge	ADA Caravan	2C4RDGBG3FR686354	CI37060	City of Norman
U	5-1581	2015	Dodge	ADA Caravan	2C4RDGBG3FR686368	CI33199	City of Norman
C	5-2065	2020	Dodge	3500	3C6URVUGXLE113968	CI41615	City of Norman
U	5-1048	2010	Dodge	Caravan	2D4RN4DE7AR292813	CI40152	City of Norman
U	5-1041	2010	Dodge	Caravan	2D4RN4DE6AR144958	CI40153	City of Norman
U	5-5367	2009	Chevy	1500 P/U	1GCEK14009Z243719	CI10824	City of Norman

Exhibit I

Norman Transit Fleet Description and Inventory

City of Norman Transit Vehicles - July 1, 2023

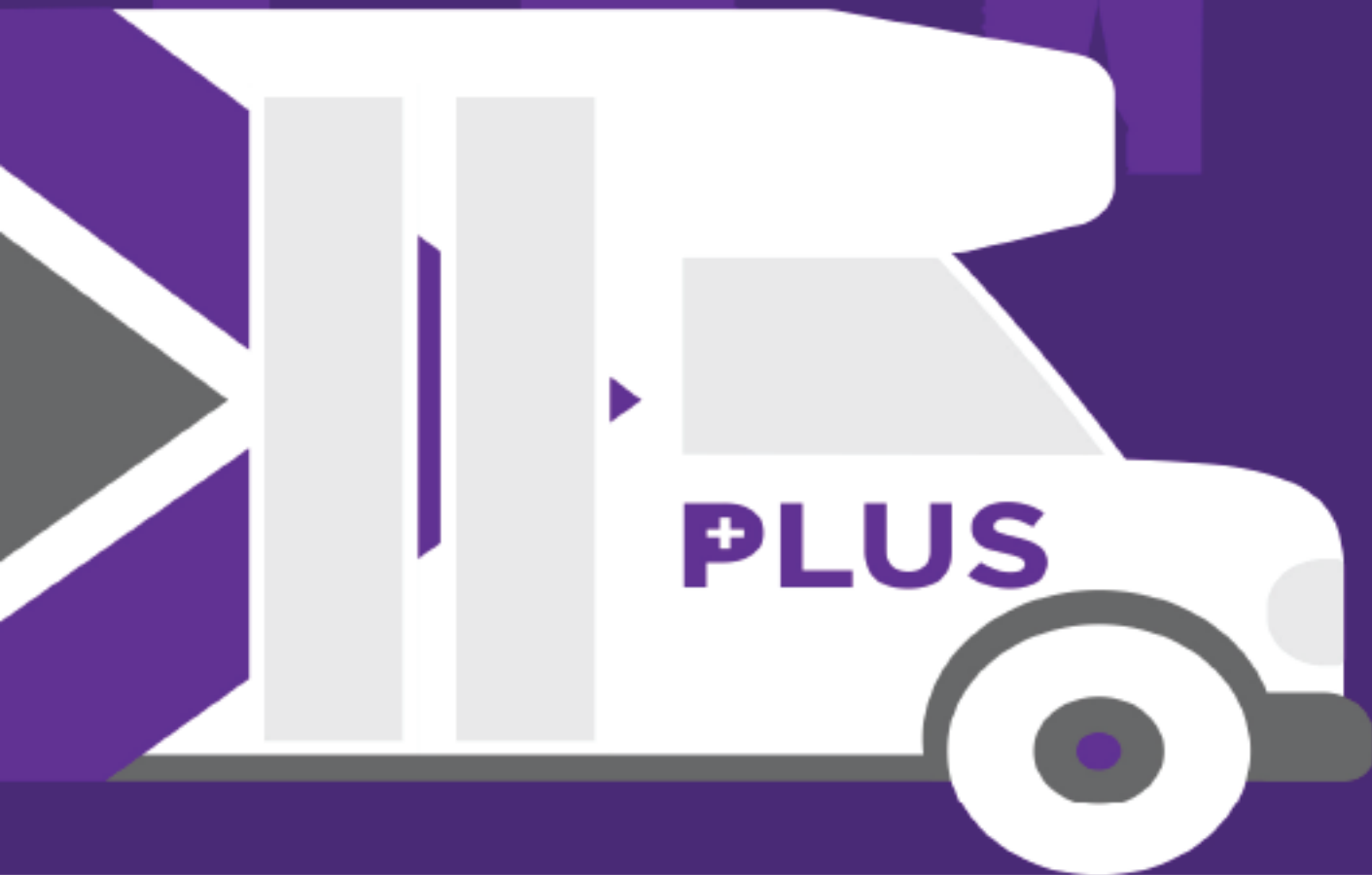
Fuel Type	Equip. Number	YEAR	MAKE	MODEL	VIN NUMBER	License	Title Holder
D	5-0703	2007	GILLIG	MB	15GGE291571091335	CI38949	City of Norman
D	5-0704	2007	GILLIG	MB	15GGE291771091336	CI38948	City of Norman
D	5-0705	2007	GILLIG	MB	15GGE291971091340	CI38950	City of Norman
C	5-0930	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G09F413215	CI38951	City of Norman
C	5-0931	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G79F413258	CI38952	City of Norman
C	5-0932	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G49F413167	CI39314	City of Norman
C	5-1028	2010	DAIMLER	LF 07.502	1VHGF3W27A6706893	CI40157	City of Norman
C	5-1029	2010	DAIMLER	LF 07.502	1VHGF3W24A6706897	CI40156	City of Norman
C	5-1533	2015	CHEVY	G4500 XPRESS	1GB6G5BG3F1281358	CI40155	City of Norman
C	5-1906	2019	GILLIG	G31B	15GGB311XK3193155	CI40161	City of Norman
C	5-1907	2019	GILLIG	G31B	15GGB3111K3193156	CI40160	City of Norman
D	5-0864	2008	Ford/Glaval	E450	1FDXE45PX8DB59346	CI33198	City of Norman
C	5-0967	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G79F413311	CI33197	City of Norman
C	5-0968	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G39F413306	CI39313	City of Norman
U	5-1055	2010	Dodge	ADA Caravan	2D4RN4DE3AR343286	CI40154	City of Norman
D	5-1308	2013	Chevy	G4500 Express	1GB6G5CL3D1188803	CI23191	City of Norman
C	5-1370	2013	Ford/Glaval	E450	1FDXE4FS5DDA56932	CI40151	City of Norman
C	5-1371	2013	Ford/Glaval	E450	1FDXE4FS7DDA56933	CI40150	City of Norman
C	5-1472	2014	Ford/Glaval	E450	1FDXE4FS5EDB10263	CI37064	City of Norman
C	5-1473	2014	Ford/Glaval	E450	1FDXE4FS8EDB10273	CI37063	City of Norman
C	5-1474	2014	Ford/Glaval	E450	1FDXE4FS1EDB10275	CI37062	City of Norman
C	5-1475	2014	Ford/Glaval	E450	1FDXE4FS3EDB10276	CI37061	City of Norman
U	5-1580	2015	Dodge	ADA Caravan	2C4RDGBG3FR686354	CI37060	City of Norman
U	5-1581	2015	Dodge	ADA Caravan	2C4RDGBG3FR686368	CI33199	City of Norman
C	5-2065	2020	Dodge	3500	3C6URVUGXLE113968	CI41615	City of Norman
U	5-1048	2010	Dodge	Caravan	2D4RN4DE7AR292813	CI40152	City of Norman
U	5-1041	2010	Dodge	Caravan	2D4RN4DE6AR144958	CI40153	City of Norman

Exhibit J

EMBARK Plus Norman ADA Guide

Attached on the following pages.

ΣMBARK PLUS



NORMAN
ΣMBARK

WELCOME TO EMBARK PLUS

EMBARK Plus Norman is an origin-to-destination, shared-ride transportation service for individuals with disabilities who are unable to independently use the EMBARK fixed-route bus system.

You will find all the information you need to use EMBARK Plus Norman within this guide. Please review the service information carefully and call 405-235-RIDE (7433) with any questions.

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CONTACT INFORMATION

EMBARK Plus Norman
2000 S. May Avenue, Oklahoma City, OK 73108
405-235-RIDE (7433).
mobilitymanagement@okc.gov

last updated 12/2020

ELIGIBILITY & ENROLLMENT

Certification

Paratransit eligibility is based on the person's functional ability to independently use fixed-route transportation. Eligibility is not based solely on a medical diagnosis. We will utilize information provided on your application and medical information provided by your physician to make an eligibility determination. Once a complete application and physician information are received, EMBARK will provide you with an eligibility determination within twenty-one (21) days.

Documents and applications will be made available in one or more accessible formats, on request. Plus applications may be obtained on our website at embarkok.com or by calling 405-235-RIDE (7433).

Recertification

Approved EMBARK Plus Norman customers are required to recertify their eligibility every three (3) years. Customers will be notified approximately forty-five (45) days prior to the expiration date of their Plus eligibility of the need to recertify. Customers who do not recertify prior to their expiration date risk service disruption. In addition, EMBARK reserves the right to review a customer's eligibility at any time. In such cases, additional or corroborating information may be required to maintain eligibility.

Customers are responsible for keeping EMBARK informed of any changes in functionality that may affect their eligibility status including: changes in residential address; home or work telephone numbers; and emergency contact person(s); significant improvement or deterioration of mobility skills; the presence of a communicable or contagious disease; or, the use of adaptive devices or mobility aids. If a person designated to act on a customer's behalf is added or changed from the first eligibility certification, that information must be submitted to EMBARK.

ELIGIBILITY & ENROLLMENT

Appeals Process

You have the right to appeal any decision concerning your eligibility status. The details of your right to appeal and the appeal process are outlined in the eligibility determination letter you receive. Upon receipt of the applicant's written notice of appeal, management will conduct a review of the initial determination and provide you a written review decision within thirty (30) days. You have the right to appeal the management review decision through the EMBARK Appeals Review Committee (ARC). Information on the ARC appeal process will be provided with your written review decision. You have the right to appear before the ARC and provide additional information or testimony. You may bring additional witnesses to the ARC meeting, and you will receive ARC's final decision in writing.

Plus customers who are determined to no longer be eligible during the recertification process and who appeal before their service expires may continue to use Plus until a final decision is made. Applicants who do not appeal within sixty (60) days of their recertification notice may be required to complete a new application.

FARES & SERVICE

Service Zones and Fares

EMBARK Plus Norman has two service zones. Fares are currently free in Norman.

A Personal Care Attendant (PCA) or children under the age of 6 can accompany a Plus customer for no additional cost. Other companions, or guests may ride for the same price as the customer, if space is available.

HOW TO USE PLUS

Mobility Device Requirements

EMBARC will accept any wheelchair or mobility device on its vehicle, provided that the combined weight of the wheelchair and passenger does not exceed the maximum specifications provided by the lift manufacturer. Lifts will accommodate chairs 30 inches wide and 48 inches in length measured 2 inches above the ground, and if the combined weight of chair and passenger does not exceed 600 pounds. If you are concerned that your mobility device may exceed these limits, please call us at 405-235-RIDE (7433). EMBARK may require an in-home assessment of an oversize mobility device prior to providing transportation services to ensure the safety of all customers and our employees.

Customer Safety

Customers traveling with children aged 5 or less will be required to provide an approved car safety seat. The customer will be responsible for securing the car safety seat and EMBARK Plus Norman operators are NOT PERMITTED to provide car seat securement assistance. Children cannot be transported in strollers, ride on a lap, and two or more children are not allowed to occupy one seat. All Plus customers and their mobility devices must be safely and appropriately secured using available lap belt and floor securements. Vehicle operators will appropriately secure wheelchairs and scooters. All passengers in a Plus Norman paratransit vehicle not secured in a mobility device are required to wear seatbelts. Plus drivers are not medically trained.

Plus Service Hours

Plus Norman Paratransit service is provided as a complement to EMBARK’s regular fixed-route bus service, and mirrors the fixed route service hours and days. Plus operates in Zone 1 from 7:00 a.m. to 10:00 p.m. Monday to Friday, and Saturdays from 10 a.m. to 7 p.m. Zone 2 is operated from 7:00 a.m. to 7:00 p.m. Monday to Friday.

How to Contact EMBARK Plus Norman

	Day of The Week	Time of Day	Number to Call
To Schedule a Trip	Monday - Friday	8 AM - 5 PM*	405-235-PLUS (7587)
To Cancel a Trip	Seven Days A Week	8 AM - 5 PM with voicemail available 24 hours a day	405-235-PLUS (7587)
EMBARK Information	Monday - Saturday	8 AM - 5 PM	405-235-RIDE (7433)

*If calling on Sunday for a Monday trip, please use voicemail to request your trip by providing your name, requested pick-up time, and a phone number. A staff member will return your call early Monday morning to confirm your trip. You may also use voicemail 24-hours a day to cancel a trip if an operator is not available.

Holidays

Plus service is NOT available on the following holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

In addition, Plus service is not provided when EMBARK’s fixed-route service is not operating due to weather or other circumstances.

HOW TO USE PLUS

Scheduling a Ride

EMBARC makes every effort to schedule your trip for the time requested. In the event the specified time requested is not available, you may be asked to consider an alternate time within one hour before or after your requested time. Trip reservations are accepted from one (1) to seven (7) days in advance of the desired travel date. EMBARK Plus does not provide same day reservations.

Before calling to schedule a ride, please have the following information available for each trip:

- Travel date(s) and time(s)
- Trip origin and destination addresses
- Gate or security code, and any other special instructions
- Mobility device and service animal information
- Personal Care Attendant (PCA), companion or child traveling with you

Ready Window & Customer Responsibilities

Plus operates within a thirty-minute ready window and vehicles arriving during the window are considered on-time. The ready window is fifteen (15) minutes before and fifteen (15) minutes after your scheduled pick-up time. For example, if your pick-up time is 10:30 a.m. you should be ready for the Plus vehicle to arrive between 10:15 a.m. and 10:45 a.m. Customers are expected to be prepared to board the Plus vehicle anytime within the ready window. A Plus vehicle arriving within the ready window will wait five (5) minutes for you to board the vehicle.

Changing or Canceling a Reservation

Please notify us immediately if your plans change or you need to cancel a scheduled trip. Trip cancellations must be done at least one (1) hour in advance. Plus customers are subject to the EMBARK Plus No-Show and Late Cancellation Policy, which was provided to you with your eligibility determination letter. A scheduled trip is recorded as a no-show if the customer is not at the pick-up location within five (5) minutes after the vehicle arrives within the ready window. A Late Cancellation occurs when a customer does not call Plus to cancel their trip reservation at least one (1) hour before the agreed upon pick-up time. To cancel a trip reservation, call 405-325-PLUS (7587). You may leave a message to cancel your trip.

HOW TO USE PLUS

Personal Care Attendants, Guests, and Companions

A Personal Care Attendant (PCA) may travel with any Plus customer who, without the assistance of such an attendant, would be unable to complete the trip successfully or safely. It is the customer's decision if they will need a PCA for a particular trip. Please let reservation staff know if you will be traveling with a PCA, guest or companion.

Your PCA may accompany the customer at no cost and is responsible for providing any medical and/or personal care for the patron before, during, and after Plus travel. PCA's must board and disembark at the same location(s) as the Plus customer and complete the trip with the Plus customer.

Guests/Companions may accompany the customer on any trip subject to space availability and will pay the same fare as the customer. PCA's, guests, and companions are subject to the EMBARK Rider Conduct & Exclusion Policy.

Visitor Eligibility & Travel

For PLUS customers, your paratransit eligibility is valid at other transit agencies throughout the country with some limitations. You will need to contact the transit authority in the city you plan to visit to clarify their paratransit visitor policy. EMBARK is happy to provide the agency with documentation of PLUS eligibility. Should you require assistance in determining paratransit services at your travel destination, please contact us at 405-235-RIDE (7433) for assistance.

Visitors to Oklahoma City or Norman can receive complementary EMBARK PLUS paratransit service for 21 days of service (days of service availability, days may be non-consecutive) out of any 365-day period. Visitor eligibility is granted immediately upon request receipt; however, we suggest advanced planning to facilitate a worry-free travel experience. If paratransit is available in your home city, please contact EMBARK Plus at 405-235-RIDE (7433) for assistance in documenting your eligibility. Visitors without documented eligibility from another transit service provider can self-certify the disability verbally with EMBARK staff. Receiving PLUS paratransit service beyond 21 days requires an application and an eligibility determination.

HOW TO USE PLUS

Customer Conduct

EMBARC has established the Rider Conduct & Exclusion Policy to promote the safety and comfort of its customers, to facilitate the proper use of transit facilities and services, to protect transit facilities and employees, to assure the payment of fares and to ensure that transit vehicles and facilities are safe, welcoming and provide equitable access for transit customers.

Failure to follow Plus Paratransit service policies or an operator's safety instructions, or engaging in violent, seriously disruptive, or illegal conduct by PLUS customers or persons associated with Plus customers is prohibited. In response to prohibited conduct, EMBARK shall take appropriate and immediate action as outlined in the Rider Conduct & Exclusion Policy, up to and including the temporary suspension or possible termination of Plus services. All customers receive a copy of the Rider Conduct & Exclusion Policy with their eligibility determination letter, and all service suspensions are subject to an appeals process. The policy is available for download at embarkok.com, by calling 405-235-RIDE (7433), or upon request at the EMBARK Norman Offices.

Traveling with Animals

Service animals trained to assist with activities of daily living or to perform tasks for persons with disabilities may ride on any EMBARK vehicle when aiding customers with disabilities. The customer is responsible for ensuring the animal has received appropriate vaccinations and for the animals' conduct while on board. Please let staff know when scheduling your trip that you will be traveling with a service animal. Small pets not classified as working or service animals must be small enough to be held on the lap of the customer, must be under full control of the passenger, and must be in a cage or pet carrier small enough to fit on the customer's lap.

Note: If the Plus operator determines that an animal is not under the owner's control, or that the animal may pose a direct threat to any passengers, Plus has the right to refuse service to that animal.

HOW TO USE PLUS

Carry-On Items

While our goal at EMBARK is to provide accessible transit service, the safety and comfort of our passengers is our primary concern. Passengers should restrict carry-on items to those that will neatly fit in the space either on the floor between their feet or on their lap. Carry-on items must not be allowed to intrude into the seating or floor area of other passengers and they must remain under the control of the passenger or PCA who brought them on board.

Grocery Bags

No more than three medium sized grocery bags and no more than 20 pounds for each bag or package. Customers are responsible for loading/unloading packages. *Limit to 3 medium size bags.*

Shopping Carts or Baskets

37" high from floor to top of handle. Basket area 13" side to side, 11 1/2" front to back, 20 1/2 " top to bottom. Metal or plastic grocery store-style shopping carts are not permitted. *Limit to 1 medium size cart or basket.*

Strollers

We recommend using small, folding, umbrella type strollers on EMBARK Plus vehicles. All strollers must be folded and stowed securely during the trip. *Limit to one (1).*

Luggage

Luggage that can be stowed in front of or on the lap of the passenger is allowed. This luggage must comply with the same guidelines used by commercial airlines. *Limit to 1 carry-on size 22"x9"x14".*

HOW TO USE PLUS

Subscription Service

Subscription service may be available for trips with a repeating weekly pattern within the Zone 1 service area. Customers should refer to the current EMBARK Plus Norman subscription policy guide for guidelines on the subscription services available in Norman, call 405-235-RIDE (7433) to request a subscription service guide and application. Once approved for subscription services in Norman, subscription trips are automatically scheduled each week and reservation calls are not necessary.

Subscription service is considered a premium service and is offered only in our Zone 1 service area. Any changes to an approved subscription trip such as a new trip address or time change will require a new subscription application. Customers are responsible for following the No-Show and Late Cancellation Policy for all trips on EMBARK Plus, including subscription trips. **Plus will cancel subscription trips to any center/agency that reports to us they will be closed for one or more holidays or due to weather.**

Reasonable Modification

EMBARK will make all reasonable modifications to policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy its programs, services, and activities. Anyone who requires a modification of policies or procedures to participate in a program, service, or activity of EMBARK, should submit a request via embarkok.com, by email to mobilitymanagment@okc.gov, by phone at (405) 235- RIDE (7433) or TTY 711, or by mail to:

ADA/Reasonable Modification Coordinator
2000 S. May Avenue, Oklahoma City, OK 73108

Exhibit K

EMBARK Rider Conduct and Exclusion Policy

Attached on the following pages.



CODE OF CONDUCT POLICY

Established: November 15, 2013

Revised and Replaced: November 5, 2021

Revised: February 9, 2022

Revised: August 5, 2022

APPROVED by the Trust and **SIGNED** by the Chairman of the Central Oklahoma Transportation and Parking Authority, this 5th day of August 2022.

ATTEST:



**CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**



Jason Ferbrache, Secretary



Chris Kauffman, Chairman

Reviewed for form and legality.



Assistant Municipal Counselor

**SOP No.**

CS-POL-133.00

Title

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11/5/2021

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Code of Conduct Policy

1. **PURPOSE**

COTPA, dba EMBARK, is the public transportation and parking provider for its beneficiary, the City of Oklahoma City. As owner or lessee of the EMBARK transit vehicles and EMBARK facilities and properties which comprise the EMBARK transportation and parking systems, and as authorized by [47 O.S. 15-116](#), as amended, EMBARK is empowered to enforce its rules, policies, and regulations.

EMBARC has established this policy to promote the safety of its customers, employees, and the public, to facilitate the proper use of EMBARK facilities and properties, EMBARK transit vehicles, and EMBARK services, to protect customers, the public, EMBARK facilities and properties, EMBARK employees, and City of Oklahoma City employees, to assure the payment of fares, and to ensure that EMBARK transit vehicles and EMBARK facilities and properties are safe, welcoming, and provide equitable access to the public and customers.

This policy defines the basis for customer exclusion/suspension and appeals; for more information about the procedures involved, see also [SE-SAP-611.00 Customer Suspension](#).

2. **DEFINITIONS/ACRONYMS**

ADA: Americans with Disabilities Act

COTPA: Central Oklahoma Transportation and Parking Authority, dba EMBARK.

EMBARC Employee(s): Any COTPA employee or City of Oklahoma City employee assigned to COTPA.

EMBARC Facilities and Properties: all facilities, properties, and equipment owned or managed by EMBARK, including, without limitation, service waiting areas, ticketing structures, transit centers, stations, parking facilities, transit centers, transit shelters, bus stops, streetcar platforms, street furniture, public streets, and sidewalks inside and outside areas of EMBARK property, lands, interest in lands, air rights over lands, and rights-of-way of all kinds that are owned, leased, held, or used by EMBARK for the purpose of providing public transportation and parking services.

EMBARC ID: a card issued by EMBARK that identifies an individual approved for the Reduced Fare Program. This includes senior adults aged 65 or older, persons on Medicare, persons with a qualifying disability, and youth ages 7 to 17.

EMBARC Security: anyone hired by EMBARK to perform security on, at, or in EMBARK services, EMBARK transit vehicles, and/or EMBARK facilities and properties.

EMBARC Services: all transportation and parking services provided by EMBARK or an EMBARK contractor, including fixed-route bus, bus rapid transit, streetcar, paratransit, demand response, van pool, shared ride, ferry, and bike share.

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EMBARC Transit Vehicles: any EMBARK-owned or operated bus, ferry, streetcar, trolley, paratransit, van, bicycle, taxicab, minibuss, car, train, or other vehicle, whether operated by an EMBARK employee or a contractor.

OKCPD: Oklahoma City Police Department

Service Waiting Areas: any area designed to be or regularly used by one or more persons to receive or wait to receive a service, enter a public place, or make a transaction, whether or not such service includes the exchange of money, such as queuing lines, ticketing, boarding, and waiting areas of public transit systems, bus, ferry, train, and streetcar stops and/or shelters.

Under Control: a dog is considered *under control* if it is on a lead (leash, rope, or chain) held by someone able to control the dog. For example, a large dog would not be under control if its lead was held by a child who would be unable to restrain the dog if it strained against the lead. If a dog is trying to get away because it is afraid to get on the bus, the dog is not under control.

3. SCOPE

- 3.1 This policy applies to EMBARK customers and any other individuals in, at, or on any EMBARK transit vehicle, facility, and/or property.
- 3.2 To facilitate the enforcement of EMBARK rules, policies, and regulations, EMBARK transit vehicles and EMBARK facilities and properties are under video and audio surveillance; footage may be used to investigate any report of rule violation or illegal activity.
- 3.3 This policy may be enforced by EMBARK security or an EMBARK representative.

4. POLICY

The following **Rules for Riding** are not all-inclusive but are meant to provide a basic outline of appropriate conduct while using EMBARK services. The full list of violations that may result in an individual's removal, suspension, or exclusion from EMBARK services, transit vehicles, facilities, and/or properties can be found in section 4.2 of this document.

- 1. Valid fare is required.
- 2. Appropriate clothing and shoes are required.
 - *Except as allowed under the ADA.*
 - *Blankets and loose articles of clothing must be placed in a bag before boarding.*
- 3. Follow all Bus Operator instructions.
 - *Follow instructions from all EMBARK representatives.*
- 4. Be respectful. No profanity, threats, or violence.
 - *Don't harass the operator or other customers. This includes the use of profanity, physical violence, and/or intimidation.*

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5. Be courteous.

- *Allow seniors and those with disabilities to use the priority seating area, use earphones when listening to media, and keep conversations and other noises at a level that does not disturb other customers or the operator.*

6. No eating; no open food or drinks.

- *Except as allowed under the ADA.*
- *No alcohol.*
- *Food must be in a sealed container; drinks must have lids.*

7. No smoking, vaping, or use of marijuana.

- *Within 25 feet of EMBARK vehicles, facilities, or properties.*

8. Stay behind the yellow line and keep your feet on the floor.

- *Minimize conversation with the operator.*
- *Keep hands, arms, and legs inside the vehicle while the vehicle is in motion.*

9. Pet dogs must be leashed, clean, and under control. All other pets must be in an enclosed carrier designed for animals.

- *Limit one pet per customer.*
- *Pets and service animals must always be under control.*
- *Pet dogs must be on a lead (leash, chain, rope) or in an enclosed carrier designed for animal transport.*
- *Other animals must be in an enclosed carrier designed for animal transport.*
- *Animals/carriers must not block aisles or doorways.*
- *Customer is responsible for damages caused by their pet or service animal.*
- *EMBARK may refuse transport to any animal that is posing a threat to health or safety, is creating a disruptive atmosphere, or is not under control.*

10. Strollers and unoccupied wheelchairs/scooters must be folded prior to boarding. Children must be removed from strollers.

11. Do not block aisles or exits.

12. No illegal activity.

13. No panhandling, loitering, canvassing, selling, or soliciting.

14. No unattended children under 7 years of age.

- *Children under 7 must be accompanied by a guardian 12 years of age or older.*

15. EMBARK is not responsible for lost or stolen items.

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4.1 Expectations of appropriate conduct at and/or in all EMBARK facilities, properties, and transit vehicles are not all-inclusive. Continuous or repeated violation of rules or dismissing the instructions of an EMBARK representative may result in an individual being suspended or excluded from EMBARK services, transit vehicles, facilities, and properties. See [SE-SAP-611.00 Customer Suspension](#) for further details.

4.2 Violations and Levels of Suspension: *all violations can carry a higher level of suspension or exclusion depending on severity of the violation and/or if the violation is repeated.*

4.2.1 Level 1 Violations may carry a suspension period of 1-30 days, and include, but are not limited to:

- Refusal to pay fare or present a valid, unexpired pass.
- Unaccompanied child under 7.
- Smoking or the use of any tobacco or marijuana product in or within 25 feet of EMBARK transit vehicles, facilities, or properties.
- Roller skating/blading, skateboarding, or using a scooter (not including those designed for mobility) at any EMBARK facility or property.
- Intentionally spitting, vomiting, urinating, or defecating in or on an EMBARK transit vehicle, facility, or property (except in public restroom facilities).
- Hanging or swinging from stanchions or placing feet or shoes on seats, walls, or furnishings in or at any EMBARK transit vehicle, facility, or property.
- Hanging hands, arms, legs outside of an EMBARK transit vehicle.
- Eating/drinking on an EMBARK transit vehicle or in designated areas where eating and drinking are not allowed.
- Carrying an open or glass beverage container onto an EMBARK transit vehicle. All beverages must be in a sealed/resealable container.
- Using an audio or media playing device without earphones, including but not limited to portable radio, laptop, phone, etc., on or at an EMBARK transit vehicle, facility, or property.
- Panhandling, loitering, canvassing, selling, soliciting, or distributing any unauthorized material at or in EMBARK transit vehicles, facilities, or properties.
- Changing a diaper or other personal hygiene product at or in an EMBARK transit vehicle, facility, or property, except in public restroom facilities.
- Trespassing on designated non-public areas, including, but not limited to, staging areas, work areas, and equipment rooms.
- Not wearing appropriate clothing or shoes (or removing such) at or in EMBARK transit vehicles, facilities, and/or properties.
- Blocking any walkway, door, or transit vehicle aisle with a bulky item such as a large

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package, stroller, or grocery cart.

- Failure to clean up after your pet when requested by EMBARK representative.

4.2.2 Level 2 Violations may carry a suspension period of 31-90 days, and include, but are not limited to:

- Purposefully distracting the operator of any EMBARK transit vehicle while he/she is performing his/her duties as an operator.
- Opening any emergency exit on an EMBARK transit vehicle or at any EMBARK facility or property when there is no emergency.
- Standing in front of the yellow standee line while an EMBARK transit vehicle is moving.
- Indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct, which causes or provokes a disturbance.
- Boarding with or refusing to remove an animal that is out of control or posing a threat to EMBARK customers or employees.
- Refusal to allow operator to secure mobility device, or refusal to use appropriate safety restraints (seatbelts on PLUS buses).
- Profane and/or vulgar language directed toward any EMBARK employee or representative.

4.2.3 Level 3 Violations may carry a suspension period of 91-180 days, and include, but are not limited to:

- Any unsafe conduct that interferes with or disrupts the safe operation of EMBARK transit vehicles or diminishes safety or security at any EMBARK facility or property.
- Use of counterfeit or stolen money, EMBARK ID, or fare media, or the unauthorized resale of EMBARK fare media or an EMBARK ID.
- Any action that may create or provoke a reaction of fear or violence, including harassment, physical violence, intimidation, or threatening behavior toward customers or EMBARK employees.
- Violation of any municipal criminal law while in or on EMBARK transit vehicles, facilities, and/or properties.
- Refusal to leave after having been asked to do so by an EMBARK employee or OKCPD.

4.2.4 Level 4 Violations may carry a suspension period of 181-364 days, and include, but are not limited to:

- Possession, while in or on any EMBARK transit vehicle, facility, or property, of any flammable liquid, explosive material, acid, toxic or poisonous substance, biohazardous material, or any vessel containing these or any other materials likely to

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cause harm to customers, the public, EMBARK employees, transit vehicles, facilities, and/or properties.

- Possession, while in or on any EMBARK transit vehicle, facility, or property, of any lawn or yard equipment, sheet glass or other sharp object, fishing rod with exposed hook or lure, or any other item likely to cause harm to customers, the public, EMBARK employees, transit vehicles, facilities, and/or properties.
- Drinking or possessing open containers of alcoholic beverages while in or on any EMBARK transit vehicle, facility, or property.
- Falsely claiming to be eligible for free or reduced fare or obtaining any EMBARK ID or pass by making false statements.
- Violation of any state criminal law while in or on EMBARK transit vehicles, facilities, and/or properties.

4.2.5 Level 5 Violations may carry a suspension period of 365 or more days, and include, but are not limited to:

- Defacing, destroying, or otherwise vandalizing any EMBARK transit vehicle, facility, and/or property.
- Assault, battery, or threat toward any customer or employee of EMBARK while in or on any EMBARK transit vehicle, facility, and/or property.
- Being obviously inebriated or under the influence of narcotics while in or on any EMBARK transit vehicle, facility, and/or property.
- Manufacturing, selling, distributing, or possessing with the intent to sell, distribute, or manufacture any controlled substance or counterfeit substance while on or in any EMBARK transit vehicle, facility, and/or property.
- Violation of any federal criminal law while in or on EMBARK transit vehicles, facilities, and/or properties.
- Engaging in or soliciting sexual activity on or in any EMBARK transit vehicle, facility, and/or property.
- Indecent exposure while on or in any EMBARK transit vehicle, facility, and/or property.
- Lighting a lighter, match, torch, or carrying a lit cigarette, cigar, or other smoke-producing material while in or on any EMBARK transit vehicle, facility, and/or property.
- Unholstering a firearm in or on any EMBARK transit vehicle, facility, and/or property.

4.3 Appeal Procedures

4.3.1 Any appeal by or on behalf of the individual subject to the exclusion/suspension order shall be submitted to the Transit Exclusion Appeals Board within fifteen (15) calendar days after receipt of the Notice of Exclusion or Notice of Suspension, or the commencement of the individual's ejection, whichever is earlier. The Transit Exclusion

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Appeals Board consists of individuals appointed by the EMBARK Administrator.

- 4.3.2** Appeals can be made by mail to EMBARK Transit Exclusion Appeals Board, 2000 S May Ave., Oklahoma City, OK 73108; by phone at 405-235-RIDE (7433); or by email to EMBARKappeals@okc.gov. The appeal must be specific regarding the alleged facts surrounding the incident, the grounds for the appeal, and the address and telephone number, if any, where the individual may be reached. Requests to modify or alter the exclusion/suspension, or any request for temporary EMBARK service pending an appeal, must include a stated request for temporary service, indication of any special needs the customer may have, a copy of the appeal, and a copy of the Notice of Exclusion or Notice of Suspension.
- 4.3.3** The Transit Exclusion Appeals Board will review the appeal. Requests for temporary EMBARK service will be reviewed by EMBARK management. EMBARK employees will gather applicable information for the Transit Exclusion Appeals Board hearing. The Transit Exclusion Appeals Board shall hold a hearing within thirty (30) calendar days of receipt of the appeal request.
- 4.3.4** Notice of the Transit Exclusion Appeals Board hearing, including a statement of the time, place, and nature of the hearing, shall be mailed to the aggrieved party at least ten (10) calendar days prior to the hearing. After receipt of the appeal, individuals with disabilities may use EMBARK services during the appeal period, provided that an appeal was submitted in a timely manner in accordance with the appeal submission period.
- 4.3.5** Exclusion/suspension orders shall continue as specified pending an appeal, unless EMBARK management finds that temporary EMBARK service is warranted and necessary under the circumstances.
- 4.3.6 Hearing:** At the hearing, the appellant may be represented by counsel, present evidence, call and examine witnesses, and cross-examine witnesses. EMBARK may be represented by counsel, present evidence, call and examine witnesses, and cross-examine witnesses. The Transit Exclusion Appeals Board may also question witnesses. The Transit Exclusion Appeals Board shall review any evidence deemed necessary or relevant to the conduct violation at the hearing. The Transit Exclusion Appeals Board hearing may be recorded. If the appellant has a special need that prevents that appellant from attending the hearing in person, a virtual hearing may be held. Individuals who are qualified for EMBARK Plus paratransit services will receive round trip transportation provided by EMBARK to attend the hearing; the individual is required to call EMBARK to request such transportation in advance of the hearing.
- 4.3.7 Decision:** Within fifteen (15) calendar days of completion of the hearing, based on testimony and the evidence on record, the Transit Exclusion Appeals Board shall issue a final, written decision stating the reasons for any determination to affirm, reinstate, reverse, reconsider, or modify the exclusion/suspension order. The Transit Exclusion Appeals Board shall provide copies of the final decision to the EMBARK Administrator

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and the customer. The determination of the Transit Exclusion Appeals Board is final.

- 4.4** This policy does not waive any defenses or immunity EMBARK or the City of Oklahoma City may have from suit or liability. If any portion of this policy is deemed invalid, such determination shall not affect any other provision of this policy. In addition, this policy's provisions are deemed severable. This policy does not limit, waive, impede, or impact the application of any federal, state, or local law, rule, or regulation, or prevent any law enforcement agency or entity from taking any lawful action against any customer or other person during, at, in, or on EMBARK services, EMBARK transit vehicles, and/or EMBARK facilities and properties.

5. RESPONSIBILITIES

- 5.1** All EMBARK representatives, including operators, supervisors, security, customer service, and any other EMBARK employee or contractor who may come into contact with customers must know and abide by this policy.

6. REFERENCES

47 O.S. 15-116
SE-SAP-611.00 Customer Suspension

7. SUMMARY OF CHANGES

November 5, 2021 – Amendment No 1:

Updated document to include levels of suspension
Added a process for appealing a suspension decision.

February 9, 2022 – Amendment No 2:

Added policy in Section II/E that requires all customers that board a bus to store their blanket in a bag during transportation and the procedure for EMBARK to provide a bag if the customer does not have one.

August 5, 2022 – Amendment No 3:

Added "Rules for Riding" section
Updated definitions
Updated Appeals section to include ADA compliant language and Appeals email

8. APPENDICES

None.

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APPROVALS

JASON FERBRACHE**DATE**

ACCOUNTABLE EXECUTIVE

EUGENE FRITZ**DATE**

CHIEF SAFETY OFFICER

JESSE RUSH**DATE**

ASSISTANT DIRECTOR, OPERATIONS

SUZANNE WICKENKAMP**DATE**

ASSISTANT DIRECTOR, ADMINISTRATION

Exhibit L

EMBARK Advertising Policy

Attached on the following pages.

TO: Chairman and Board of Trustees

FROM: Administrator

Resolution Establishing an Advertising Policy that Creates Standards for Displaying Advertising In and On Property of the Central Oklahoma Transportation and Parking Authority

Background EMBARK's mission is to provide dependable multimodal public transportation and downtown Oklahoma City parking services to the residents and visitors of the greater Oklahoma City metropolitan area so they can experience friendly, convenient, safe and affordable transit and parking services.

EMBARK's operations are funded by a combination of federal, state, and local funds, including grants and taxes, as well as, fares and fees. Staff seeks to establish a formal advertising, sponsorship and naming rights program (together "Advertising"), to strengthen EMBARK's fiscal sustainability.

EMBARK's acceptance of Advertising through contractors is not intended to create a public forum, but rather to make use of its assets held in a proprietary capacity in order to generate revenue. To that end, staff proposes the adoption of the attached policy on advertising, in order that, EMBARK may retain control over the Advertising allowed by subjecting all proposed Advertising content, messages, and agreements to the standards established by this policy.

The policy advances the advertising program's revenue-generating objective while establishing uniform, reasonable, and viewpoint-neutral standards for the display of Advertising in and on the facilities, transit and fleet vehicles and other property of the Central Oklahoma Transportation and Parking Authority (COTPA) and its family of services.

Review Public Transportation and Parking Department and Municipal Counselor's Office

Recommendation: Adopt Resolution



Jason Ferbrache
Administrator

**RESOLUTION ESTABLISHING AN ADVERTISING POLICY THAT CREATES STANDARDS FOR
DISPLAYING ADVERTISING IN AND ON PROPERTY OF THE CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING AUTHORITY**

WITNESSETH

WHEREAS, the Central Oklahoma Transportation and Parking Authority (COTPA, a.k.a. "EMBARK") is tasked with owning and/or operating buses, modern streetcar vehicles, parking facilities, bus shelters, streetcar platforms, parking garages and other properties (together "Properties") through its operation of public transportation and parking services (together "Services"); and

WHEREAS, EMBARK is funded by a combination of federal, state, and local funds, including grants and taxes, as well as, fares and fees; and

WHEREAS, an advertising, sponsorship and naming rights (together "Advertising") program will supplement existing funding sources that support the operation and maintenance of EMBARK Properties and Services; and

WHEREAS, acceptance of Advertising through contractors is not intended to create a public forum; and

WHEREAS, EMBARK retains control over the Advertising allowed by subjecting all proposed Advertising content, messages, and agreements to the standards established by this policy;

NOW, THEREFORE BE IT RESOLVED by the COTPA Board of Trustees that they do hereby establish an Advertising Program; and adopt the Advertising Policy declaring EMBARK as a non-public forum; and establishes uniform, reasonable, and viewpoint-neutral standards for the display of Advertising on EMBARK Properties.

**CENTRAL OKLAHOMA TRANSPORTATION
AND PARKING AUTHORITY**



Chairman

ATTEST:


Secretary

Reviewed for form and legality.


Assistant Municipal Counselor

CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

POLICY ON ADVERTISING

Board Approved February 2, 2018

I. PURPOSE

- A. To establish uniform, reasonable, and viewpoint-neutral standards for the display of advertising, and sponsorship and or naming-rights (together “Advertising”) in and on the facilities, transit and fleet vehicles and other property (together “Property”) of the Central Oklahoma Transportation and Parking Authority (COTPA) and its family of services (together “EMBARK”).
- B. To establish EMBARK as a non-public forum.

II. OBJECTIVE

EMBARK’s mission is to provide dependable multimodal public transportation and downtown Oklahoma City parking services to the residents and visitors of the greater Oklahoma City metropolitan area so they can experience friendly, convenient, safe and affordable transit and parking services.

EMBARK’s operations are funded by a combination of federal, state, and local funds, including grants and taxes, as well as, fares and fees. Revenue from advertising is an important supplemental funding source that supports the operation of EMBARK’s family of services.

EMBARK’s acceptance of advertising through contractors is not intended to create a public forum, but rather to make use of EMBARK’s assets held in a proprietary capacity in order to generate revenue. EMBARK retains control over the advertising allowed by subjecting all proposed advertising content, messages, and agreements to the standards established herein.

In establishing and enforcing this policy, EMBARK seeks to fulfill the following objectives:

- Maximize advertising revenue opportunities
- Clarify EMBARK’s position as a non-public forum
- Maximize customer and service growth
- Maintain secure and orderly property and operating environment
- Minimize confusion related to permitted and prohibited advertising
- Maintain a safe and welcoming environment for all EMBARK employees, representatives, and customers
- Avoid the appearance of endorsement by EMBARK displayed in or on property, including the associated messages, products, services, or events being proposed or promoted

III. ENDORSEMENT

Acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, product, service information and viewpoint contained therein, or of the advertisement sponsor(s) itself. This endorsement disclaimer extends to and includes, but not limited to, content that may be found via internet addresses, quick response (QR) codes, and phone numbers that may appear in posted advertisements and that direct viewers to external sources of information.

IV. ADVERTISING STANDARDS

Placing reasonable limits on permitted advertising displayed on EMBARK Properties will enable EMBARK to realize the maximum benefit from the sale of advertising space. Further, EMBARK retains control over the type of display and location/placement of approved advertising.

A. Permitted Advertising

The following classes of advertising are authorized on EMBARK property if the advertising does not include any content or message that qualifies as Prohibited Advertising as described in subsection B:

1. Commercial Advertising

Paid advertisements that propose, promote, or solicit the sale, rent, lease, license, distribution, or availability of some other commercial transaction concerning goods, products, services, or events for the advertiser's commercial or proprietary interest, or more generally promote an entity that engages in such activities.

2. Governmental Advertising

Notices or messages from EMBARK that promote its services or any of its functions or programs, and also paid notices or messages of the United States government, the State of Oklahoma and its agencies, the City of Oklahoma City and its departments, or a State of Oklahoma County government within the EMBARK service area that advance specific governmental purposes.

3. Public Service Announcements

Public service announcements not otherwise prohibited under Section IV of this policy, which are sponsored by either a government entity or a nonprofit corporation that is exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code and which are directed to the general public and relate directly to:

- Prevention or treatment of illnesses;
- Promotion of safety or personal well-being;
- Education or training;

- Art or culture;
- Provision of children and family services;
- Provision of services and programs that provide support to residents, seniors, or people with disabilities; or
- Solicitation by broad-based contribution campaigns that provide funds to multiple charitable organizations active in the above-listed areas.

B. Prohibited Advertising

Advertising is prohibited on EMBARK property if it includes any content that falls under one or more of the following categories:

1. Political and Public Issue

Any material that:

- Promotes or opposes a political party, promotes or opposes any state or local ballot measure or the election of any candidate or group of candidates for federal, state, judicial or local government offices;
- Is political in nature or contains political messages, including advertisements involving political or judicial figures and/or advertisements involving an issue that is political in nature in that it directly or indirectly implicates the action, inaction, prospective action or policies of a governmental entity; or
- Expresses or advocates an opinion, position or viewpoint on a matter of public debate about economic, political, religious or social issues.

2. False or Misleading

Any material that is, or the sponsor reasonably should have known is, false, fraudulent, misleading, deceptive, or would constitute a tort of defamation or invasion of privacy.

3. Copyright, Trademark or Otherwise Unlawful Infringement

Any material that infringes on any copyright, trade or service mark, title or slogan.

4. Obscene or Pornographic

Any material that is obscene or pornographic.

5. Defamation or Lawless Action

Any material that is clearly defamatory or advocates imminent lawlessness or violent action.

6. Smoking Products, Tobacco, or Weapons

Any material that constitutes commercial advertising of the sale of weapons, smoking products, tobacco-related products, or electronic cigarettes.

7. *Profane and Violent*

Advertisement that contains any of the following:

- a. any profane language
- b. any images portraying or describing graphic violence, including death, mutilation, disfigurement or intentional infliction of pain or violent action; or
- c. depictions of weapons or devices that appear to be aimed or pointed at the viewer or observer in a menacing manner.

8. *Insulting, Degrading, Disparaging, Demeaning or Offensive*

Any material directed at a person or group that is intended to be (or reasonably could be interpreted as being):

- a. Insulting, degrading, disparaging, demeaning or offensive so as to be reasonably foreseeable to incite or produce lawless action in the form of retaliation, vandalism or other breach of public safety, peace and order; or
- b. Disparaging or disrespectful to persons, groups, governments, businesses or organizations, including advertisements that portray individuals as inferior, evil or contemptible.

9. *Harmful or Disruptive to EMBARK.*

Any material that is reasonably likely to cause harm to, disruption of or interference with EMBARK property and its family of services.

10. *Unsafe Behavior*

Any advertisement that encourages or depicts unsafe behavior including, but not limited to, EMBARK-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon or disembarking from EMBARK property.

11. *Adverse to EMBARK*

Advertising, or any material contained in it, that is directly adverse to the commercial or administrative interests of EMBARK, or that tends to disparage the quality of service provided by EMBARK, or that tends to disparage EMBARK generally.

12. *EMBARK Graphics and References*

Advertising that contains EMBARK graphics, logos or representations without the express written consent of EMBARK.

V. TRANSIT SYSTEM INFORMATION AND PROMOTION

EMBARK reserves the right to display advertising and information that pertain to EMBARK's operations, programs and promotions, including the distribution of materials, leaflets and literature within EMBARK facilities and vehicles consistent with the standards herein.

EMBARK Administrator or designee may authorize independent contractor (s) to self-promote for the purpose of selling the available inventory of advertising at the contractor's expense and is consistent with the standards herein.

VI. IN-KIND TRADE AND PARTNERSHIP ADVERTISING

In-kind trade and partnership advertising resulting in an equal exchange of value from a third party may be executed at the discretion of the EMBARK Administrator or designee. The EMBARK Administrator or designee is authorized to grant use of the EMBARK logo for in-kind and partnership advertising purposes.

VII. PRODUCT DISTRIBUTION & LEAFLETING

EMBARK Properties are not public forums for public discourse or expressive activity. Literature or product distributions, leafleting and similar activities can disrupt or delay customers, cause maintenance issues, and otherwise create safety issues for customers, operations, and surrounding environment. Accordingly, petition initiatives, political campaign activities, distribution of political or issues campaign literature, leafleting, and other information or campaign activities are prohibited on or within EMBARK properties.

On a limited basis and in conjunction with a "partnering" opportunity approved by the Administrator or designee, EMBARK may allow an advertiser to distribute items on or within EMBARK properties. Any distribution of literature, leaflets, coupons, products, samples or other items must be pre-approved by the EMBARK Administrator or designee and must strictly comply with this policy and any terms and conditions established by EMBARK.

VII. APPROVAL

EMBARK and or its independent contractor shall reject advertising that does not comply with this policy.

EMBARK and or its independent contractor will work with advertisers to resolve issues regarding advertisements that do not comply with this policy. Resolution may include modification of the art, copy, or both, solely at the advertiser's expense.

VIII. APPEALS

An advertiser may appeal a decision to reject or remove a paid advertisement by filing a written request with the EMBARK Administrator or designee within ten (10) calendar days after the rejection or removal decision. The advertiser's request must state why the advertiser

disagrees with the decision in light of EMBARK's Policy on Advertising.

The EMBARK Administrator or designee will review the basis for the rejected or removed advertisement and will consider the advertiser's reasons for filing the request.

The EMBARK Administrator or designee will make a decision on the request and will notify the advertiser of his/her decision in writing within ten (10) business days after receiving the advertiser's appeal request. The EMBARK Administrator or designee's decision is final and not subject to appeal.

IX. COMPLAINTS

Complaints regarding any advertisement shall be directed to the Administrator or designee.

X. EMBARK'S RIGHTS

EMBARK reserves the right to modify these policies as it deems necessary to comply with legal mandates, or to facilitate its primary function, or to fulfill the purpose of the advertising program, or to achieve the objectives of the advertising program.

Exhibit M

Sample Invoice

Please Remit To:

COTPA
2000 S May Avenue
Oklahoma City, OK 73108



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

Bill To:

CITY OF NORMAN
ATTN: CITY MANAGER
P.O. BOX 370
NORMAN OK 73070

INVOICE

Page: 1
Invoice No: 0000100563
Invoice Date: 04/20/2020
Customer Number: 22
Payment Terms: Net 30
Due Date: 05/20/2020
AMOUNT DUE: 165,558.32 USD



Amount Remitted

For billing questions, please call (405) 297-3702

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1			FYTD EXP 3/31 LESS PREV INVS	1.00	EA		149,172.44
2			ADMIN OVERHEAD AT 11%	1.00	EA		16,385.88

TOTAL AMOUNT DUE :

165,558.32

Original

Exhibit N

Sample EMBARK Norman Performance Summary Report

Attached on the following page.

PERFORMANCE REPORT

Transit System Report

March 2022

Purpose

The Transit System Report provides a summary of both internal indicators and performance measures used to evaluate the performance of the EMBARK transportation system for the City of Norman. The internal indicators are mainly used by staff to compare performance to previous periods whereas, the performance measures having

specific targets are more outcome-based and are included in EMBARK's strategic business plan to help demonstrate accomplishments given the resources that are provided. The internal indicators and performance measures included in this report address ridership, dependability, safety and align with EMBARK's mission.

Total Ridership

Total ridership for EMBARK Norman in March 2022 was 24,482, compared to 17,425 in February 2022. The average total daily ridership was 907 for March 2022, a 24.89% increase from 726 for February 2022, and a 28.83% increase from 704 in March 2021. Fiscal-year-to-date ridership is 196,108 passengers, a 26.87% increase from the March 2021 YTD total of 154,570.

The fixed-route service totaled 22,363 for March 2022 compared to 16,059 for February 2022. Average fixed-route daily ridership for March 2022 was 828, compared to 669 for February 2022, a 23.78% increase, and 647 for March 2021, a 27.97% increase. Passengers with bicycles or similar means of travel totaled 964, compared to 637 for February 2022 and 852 for March 2021. Passengers with wheelchairs or other mobility devices totaled 228, compared to 172 for February 2022 and 308 for March 2021.

PLUS ridership totaled 2,119 for March 2022, compared to 1,366 for February 2022 and 1,528 for March 2021. The average daily total PLUS ridership was 78 for March 2022 and 57 for February 2022, a 37.89% increase, and 57 for March 2021, a 38.68% increase. Passengers with wheelchairs or other mobility devices totaled 437 for March 2022, compared to 264 for February 2022, a 65.53% increase, and 300 for March 2021, a 45.67% increase.

Norman Transit Services	Mar FY22	+/- Mar FY21	+/- Feb FY22
Fixed Routes (M-F)	20,594	28.04%	40.11%
110 - Main Street	4,033	57.60%	41.61%
111 - Lindsey East	8,256	30.86%	36.94%
112 - Lindsey West	3,055	40.91%	33.82%
120 - West Norman	192	14.29%	68.42%
121 - Alameda	5,058	49.16%	47.72%
144 - Social Security	0	0.00%	0.00%
Fixed Routes (Sat)	1,769	27.17%	29.98%
110 - Main Street	400	7.53%	22.32%
111 - Lindsey East	605	23.98%	30.95%
112 - Lindsey West	230	11.11%	8.49%
121 - Alameda	534	64.81%	48.33%
PLUS ADA Service	2,119	38.68%	55.12%
PLUS (M-F)	2,038	38.55%	55.45%
PLUS (Sat)	81	42.11%	47.27%
Bikes	736	13.15%	51.33%
Wheelchair	228	-25.97%	32.56%
PLUS Wheelchair	437	45.67%	65.53%