

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

This Interlocal Agreement (“Agreement”) is made in accordance with 74 O.S. § 1008 and entered into this **1st day of July 2025** (“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, Oklahoma a municipal corporation (“Norman”), each a Party and collectively “Parties,” for the provision of Transit Services.

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 first entered into an initial Interlocal Agreement for the operation of Transit Services on August 2, 2019; and

WHEREAS, Both Parties desire to enter into this Agreement for Transit Services for the continued operation of 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, herein are incorporated by reference, and 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. Unless otherwise provided for in this Agreement, the Parties acknowledge and agree that only the Norman City Council and COTPA Board can agree to any such amendment of this Agreement.

3. EXHIBITS

- Exhibit A – Scope of Services
- Exhibit B – FY 2026 Norman Transit Service Profile
- Exhibit C – FY 2026 Norman Transit Routes
- Exhibit D – FY 2026 EMBARK Responsibilities
- Exhibit E – FY 2026 Scope of Vehicle Cleaning, Washing, and Fueling Services
- Exhibit F – FY 2026 Norman Responsibilities
- Exhibit G – FY 2026 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
- Exhibit O – City of Norman Agency Safety Plan

4. TERM. This Agreement shall take effect on July 1, 2025, and shall expire on June 30, 2026, subject to the Parties' mutual agreement and to appropriation of sufficient funding by the Norman City Council. The Parties shall meet by April 1, 2026, to discuss renewal of the agreement.

5. SCOPE OF SERVICES. EMBARK will provide Transit Services within the City of Norman service area as specified in Exhibits A through E.

6. 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.

7. 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, which is defined as deterioration in condition that occurs naturally as a result of proper and regular use without negligence on the part of EMBARK. Norman and EMBARK agree to develop and implement maintenance 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. The Parties further agree to meet to discuss the creation, amendment, and/or implementation of an incident prevention plan upon the following conditions:
 - 1. Normal wear and tear expenses exceed \$15,000.00 in a single fiscal year period; or
 - 2. A single incident occurs that results in personal or property damage(s) that exceed \$15,000.00.
- 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 Norman shall be responsible for any de minimis damage to vehicles or equipment owned by Norman. "De minimis damage" means any damage resulting from the negligent acts and omissions of EMBARK's employees, officers, or agents that occur during the performance of this Agreement that costs less than \$1,500.00 in total to repair. "De minimis damage" does not include any damage to a third-party, regardless of cost.
- G. Norman agrees that the tablets provided by EMBARK for use with the Ecolane software shall remain the sole property of EMBARK. Norman further agrees to assume responsibility for any loss, theft, or damage to the tablets that may occur during the performance of this Agreement that result from the negligent acts or omissions of its own employees.
- H. The Parties agree that these provisions are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- I. Norman acknowledges that COTPA 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 COTPA.

8. **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. EMBARK reserves the right to limit or modify Transit Services in keeping with this Force Majeure provision.
9. **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, any or all services provided pursuant to this Agreement.

10. **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.
11. **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.
12. **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 17 (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.
13. **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. Both Parties agree to have a midyear budget review, coordinated by the Program Managers, by the end of January during the contract year to ensure expenses are on track as expected.
14. **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.

15. 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.

16. [RESERVED]

17. 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

Emails: Jesse Rush, Director Jesse.rush@okc.gov;

Suzanne Wickenkamp, Assistant Director suzanne.wickenkamp@okc.gov;

Bailee Richards, Counsel bailee.richards@okc.gov;

Jonathan Garcia, Counsel Jonathan.garcia@okc.gov

City of Norman

Attn: Assistant City Manager

201 West Gray, P.O. Box 370

Norman, OK 73070

Emails:

Shannon Stevenson, Asst City Manager

shannon.stevenson@normanok.gov;

Scott Sturtz, scott.sturtz@normanok.gov;

Taylor Johnson, taylor.johnson@normanok.gov

Anthony Purinton, Counsel anthony.purinton@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 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. 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.
 - M. Captions. The captions, titles, and headings contained herein are for convenience of reference only and do not control the interpretation of any provision herein.
 - N. 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.
 - O. Administrator. Both Parties agree that the Administrator of COTPA is authorized to administer this Agreement on behalf of EMBARK. Norman's City Manager or designee is hereby authorized to administer this Agreement on behalf of Norman.
 - P. Labor protection. The Parties recognize that EMBARK public transportation system employees enjoy certain protective arrangements as stipulated in 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 or rights under them whatsoever.

- Q. 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.
- R. 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 related to this agreement regarding Norman's public transportation services, including, but not limited to, operations, procurement, storage, safety, maintenance, FTA compliance, and funding.
- S. Time Zone Designations. Unless otherwise specified, every reference to a time of day in this Agreement or its Exhibits shall be considered to be Central Time (CT).

18. SERVICE CHANGES.

- A. General. Changes to Transit Services provided under this Agreement and its Exhibits may only be made in accordance with this Section, except in cases of a declared emergency. Verbally requested service change orders are not permitted. All service changes will comply with FTA regulations and requirements for public notice and comments, as applicable.
- B. Process:
 - 1. Any service change proposed shall be communicated to the other Party in writing. The service change proposal shall identify the requested change, explain the reason for the requested change, include proposed amendments to this Agreement and/or its Exhibits necessary to effectuate the change, and specify a proposed effective date. The proposed effective date shall be no less than four (4) weeks from the date the proposal was communicated unless circumstances call for a shorter timeframe.
 - 2. After receipt of a written service change proposal, the other party shall be given ten (10) business days to provide the requesting Party a response identifying the impact of such change on operations and any potential feasibility problems that may be created by the proposed change.

3. After receipt of the response to the proposed service change, the Parties shall meet within ten (10) business days to discuss the proposed service change.
 4. All service changes are subject to the Parties' mutual agreement and approval by the Parties' respective bodies or authorized representative. Any service change that increases the amount of compensation is subject to the appropriation of sufficient funding by the Norman City Council.
- C. Special Services. Norman, in its discretion, may request EMBARK to provide one-time or periodic Transit Services that are outside the normal service hours outlined in Exhibit A and/or that are in addition to the routes outlined in Exhibit B and Exhibit C ("Special Services"). Any Special Services request shall be made in writing and shall be made not less than five (5) days in advance of the date the Special Services will be needed. Under this Agreement, Norman may request Special Services upon shorter than five (5) day notice 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 of driver staff time quarterly to accommodate Norman's Special Service requests at no additional cost to Norman.
- D. Authorizations.
1. EMBARK authorizes its Administrator to effectuate Norman's service changes communicated to EMBARK in writing by amending the scope of services and compensation, which are identified in this Agreement and its Exhibits. The COTPA Administrator is also authorized to implement any changes to this Agreement based on the anticipated establishment of Norman's Vehicle Wash Facility.
 2. Norman authorizes the City Manager or designee to amend this Agreement and its Exhibits, unless such amendment would change the amount of compensation or would decrease the level of Transit Services provided. Such amendments shall be subject to approval by Norman City Council.

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APPROVED by the Central Oklahoma Transportation and Parking Authority and **SIGNED** by the Chairperson, this 16th of June 2025.

ATTEST:



**CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**


Secretary


Chairperson

REVIEWED for form and legality.


Assistant Municipal Counselor

WITNESS THEREOF, this **Agreement** is entered into this _____ of _____ 2025.

CITY OF NORMAN, OKAHOMA

Mayor Larry Heikkila

Attest: _____
Brenda Hall, City Clerk

APPROVED as to form and legality this 20th of June 2025.



Assistant City Attorney

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 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.
 - v. EMBARK shall adhere to the City of Norman's Agency Safety Plan ("ASP"). EMBARK shall review the ASP annually and when the ASP is revised. Norman shall provide an updated version as soon as practicable to Embark when the ASP is revised. The current version of the ASP is attached hereto as Exhibit O.

3. FIXED-ROUTE OPERATIONS

- A. EMBARK shall operate transportation services on a network of six existing fixed-routes represented in Exhibit C, or as otherwise agreed upon by the Parties pursuant to Section 18 in the Agreement.
- 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 6:30 p.m. on weekdays and from 9 a.m. to 5:00 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; Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; Memorial Day.

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.
- E. EMBARK will operate paratransit service as a complement to Norman's regular fixed-route bus service during the following hours and days:

EMBARK Plus Hours of Operation			
	Monday-Friday	Saturday	Sunday
Zone 1	7:00AM to 10:00PM	10:00AM to 7:00PM	No Service
Zone 2	7:00AM to 7:00PM	No Service	No Service

- 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, in writing, 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; Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; Memorial Day.

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.

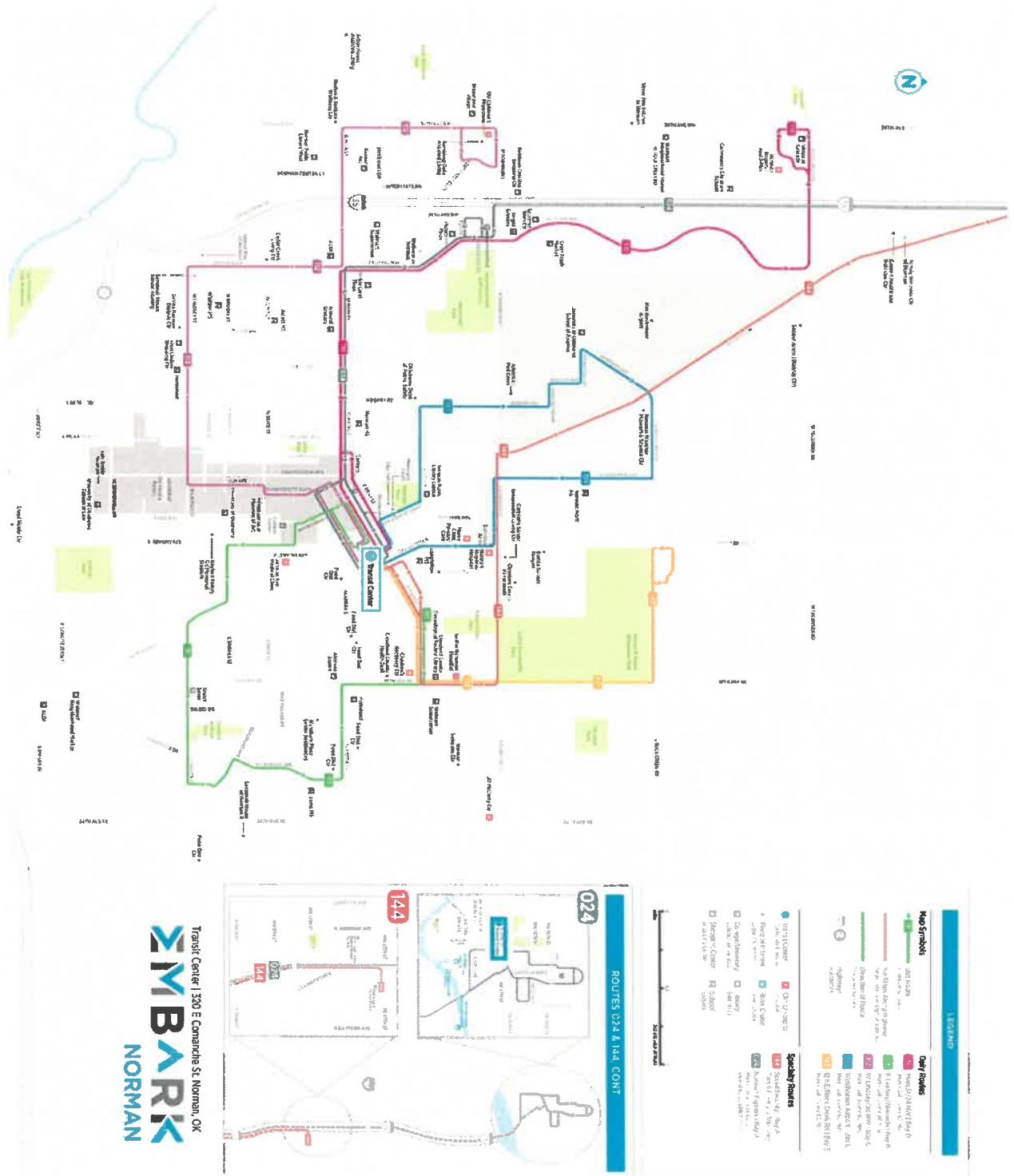
6. MARKETING AND ADVERTISING

- 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.

EXHIBIT B **Fiscal Year 2026** **Current Norman Transit Service Profile**



PLUS Paratransit Zones

EMBARC
NORMAN

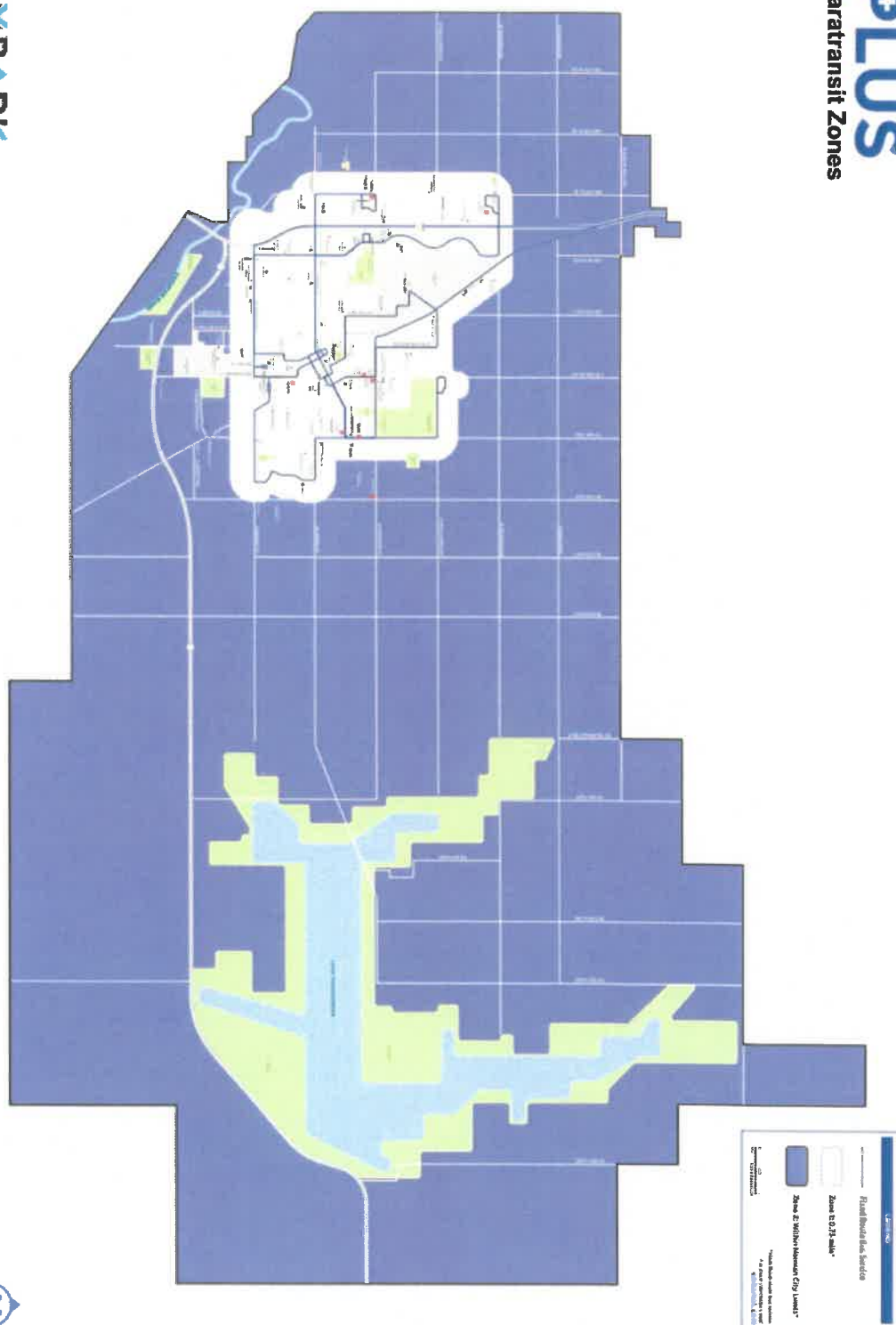
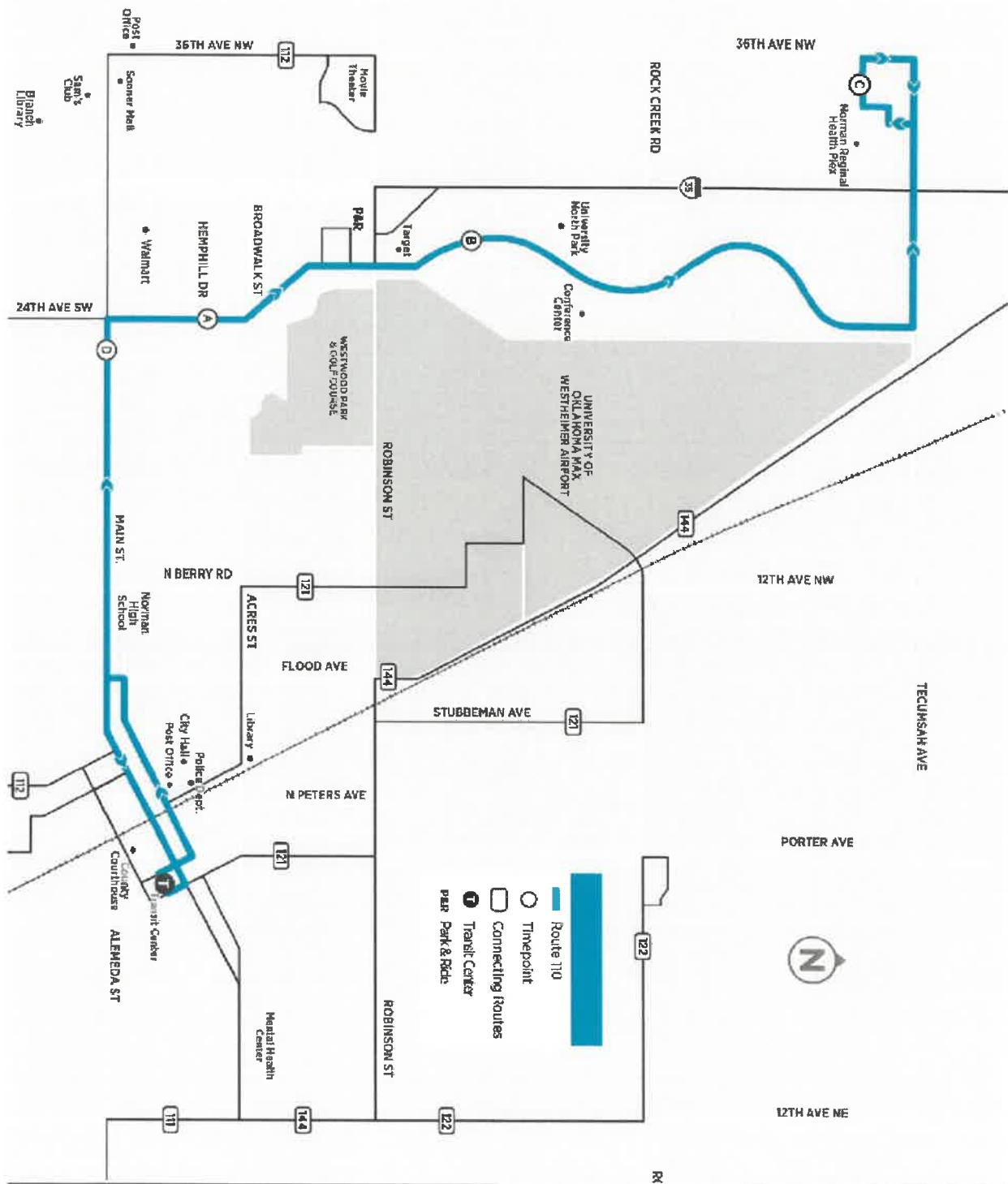
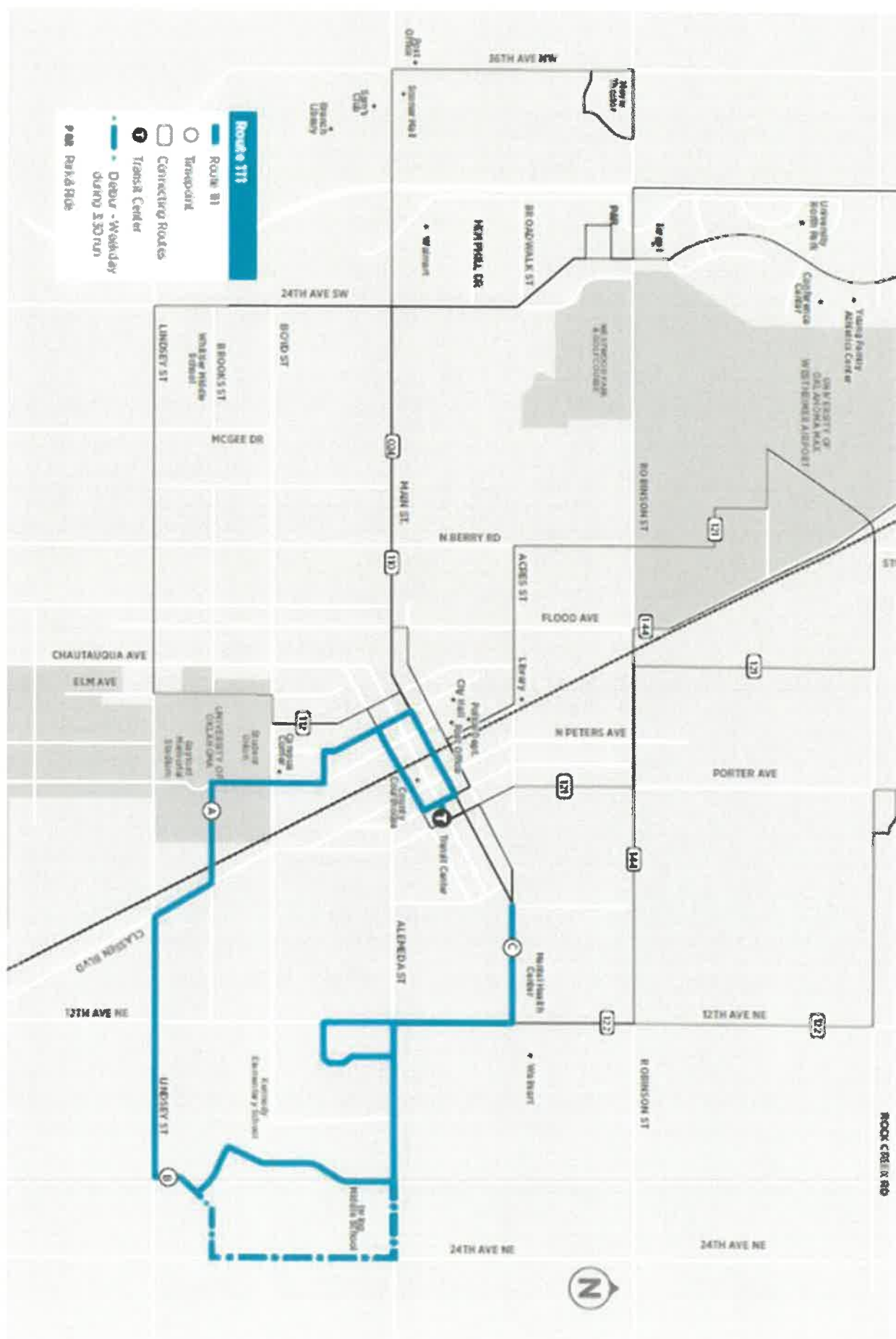
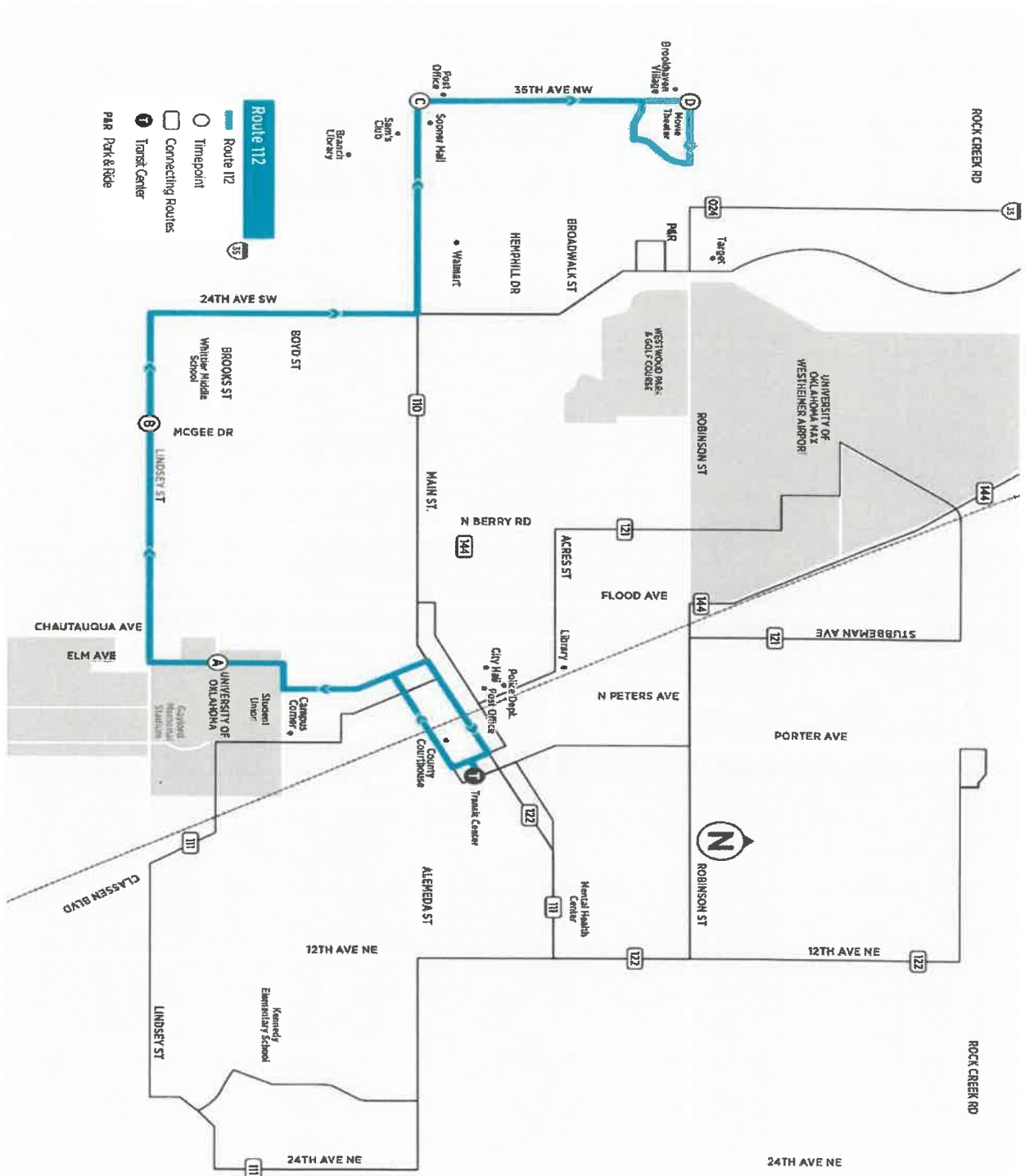
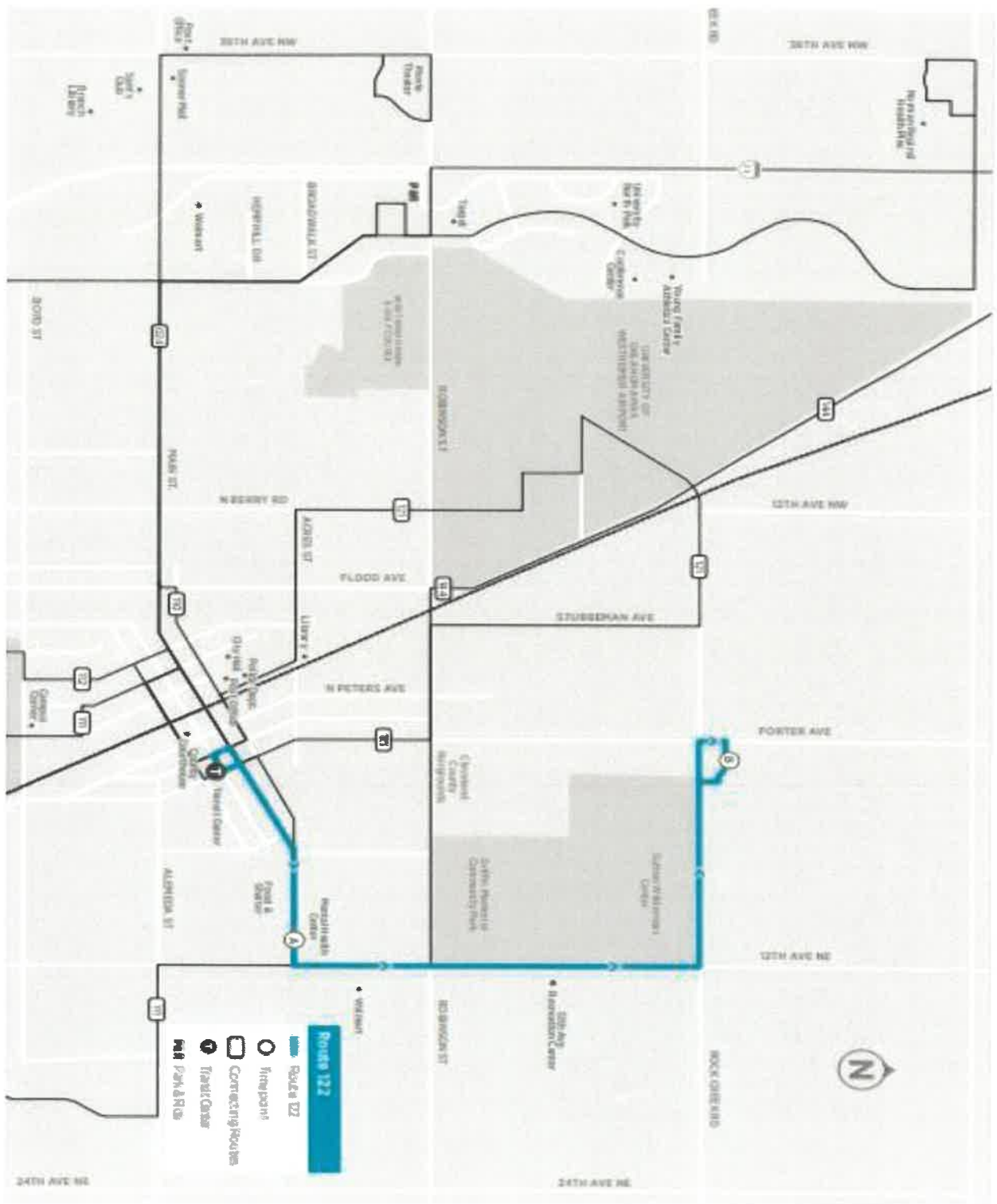


EXHIBIT C **Fiscal Year 2026** **Current Norman Transit Routes**









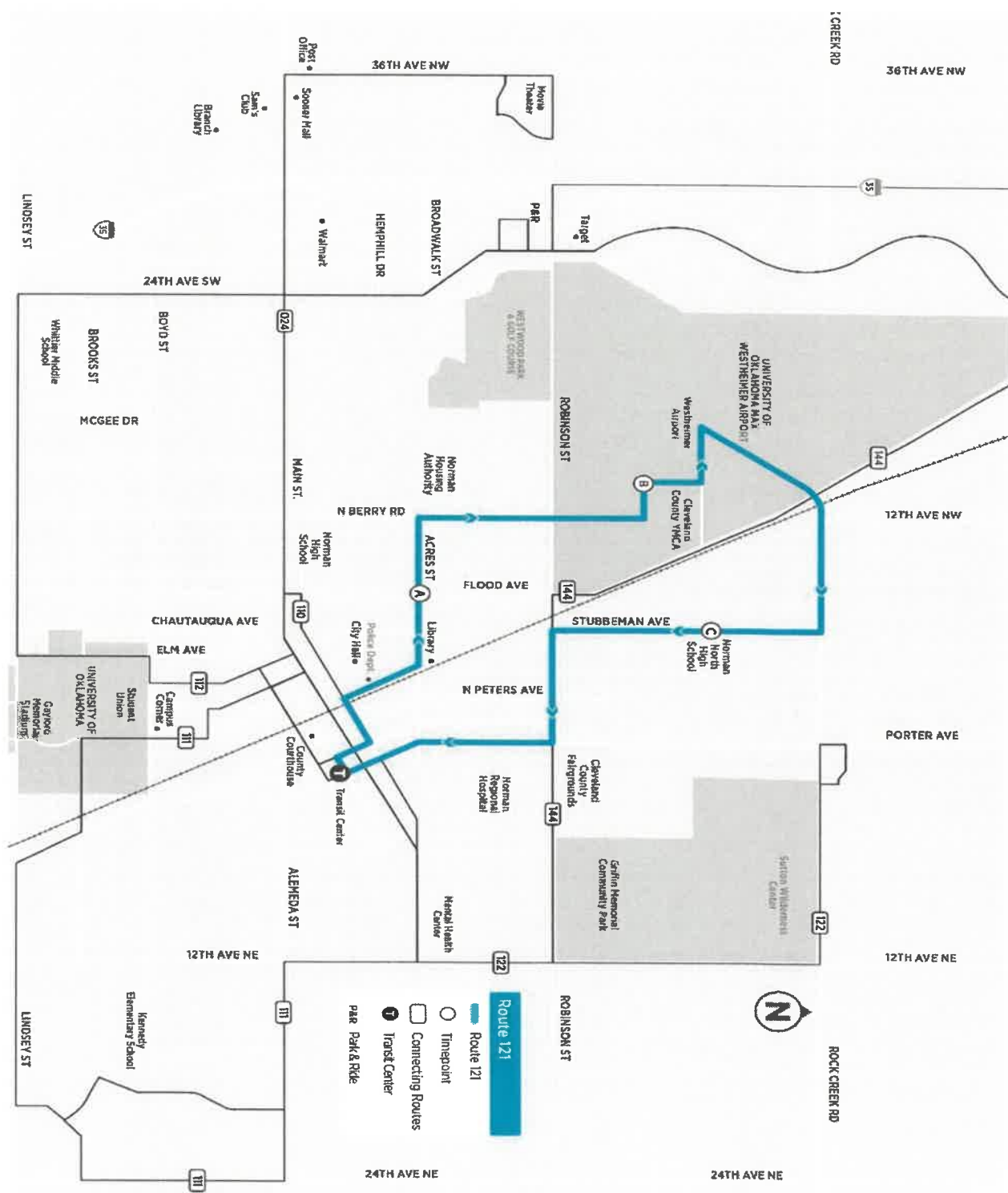


EXHIBIT D
Fiscal Year 2026
EMBARC Responsibilities

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 A, 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 17(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, 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 agrees to provide professional security services at the Norman Transit Center, located at 320 E. Comanche St., to ensure the safety and protection of the premises and its occupants. EMBARK shall ensure that all security personnel are adequately trained, appropriately licensed, and fully equipped to effectively address and respond to potential security incidents. Security services shall be provided eight hours per day, Monday through Saturday, during EMBARK Norman's hours of operation, which are as follows:
 - a. Monday through Friday: 7:00 AM to 10:00 PM
 - b. Saturday: 10:00 AM to 7:00 PM
 - c. The scheduled period in which security services are to be provided during EMBARK Norman's hours of operation shall be determined and adjusted, as needed, by the Parties' respective Program Managers. An exception to this service will apply if a scheduled holiday or unforeseen circumstances result in the closure of EMBARK Norman.
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 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 within twenty-four (24) hours of the incident. 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.
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, Transit Services, and all other complaints shall be submitted to Norman's Program Manager weekly.

15. EMBARK shall provide paratransit software for EMBARK Plus to automate ADA reservations, dispatch, and manifests. EMBARK shall maintain software that (1) provides accurate and reliable dispatching; (2) provides accurate information and data necessary to evaluate the system and EMBARK's performance as it relates to the provision of paratransit service, including tracking schedule and route adherence; and (3) promotes and enhances overall system quality and efficiency. EMBARK shall provide notice to Norman prior to making any change in paratransit software providers during the contract term.

EXHIBIT E**Scope of Vehicle Cleaning, Washing, and Fueling Services****1. STAFFING**

- A. 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 five (5) days per week, as depicted in the “Vehicle Cleaning, Washing, and Fueling - Employee Work Schedule” below so that coverage is provided on six (6) days, Monday through Saturday, each week. These individuals will have the primary responsibility for daily vehicle cleaning, fueling, and reporting any noticed defects to Norman maintenance staff.

2. CONTRACT DUTIES

- A. The Service Crew Technicians will check all vehicle fluid levels each time a vehicle is fueled. Technicians will be 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 will also check for unusual noises, brake issues, and tire wear during the fueling process. Any noted issues will be recorded by the Technician and reported immediately to the Norman Fleet Maintenance Division Manager.
- B. 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 the 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 the “Washing Cycle Schedule.” Each vehicle’s 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. Vehicles will be sprayed for bugs and pests as needed.

3. ASSUMPTIONS

- A. Norman will provide and maintain the Vehicle Wash Facility
- B. Norman will provide all storm water permits, if required.
- C. Norman will provide the fogging equipment listed above and current materials on hand.
- D. EMBARK will purchase the replacement supplies for fogging.
- E. EMBARK will provide the supplies needed to perform washing, such as rags, soap, and brushes.
- F. Norman will provide access to fueling facilities for all fueling.

- G. EMBARK will provide uniforms and uniform cleaning services.
- H. EMBARK will clean every bus and paratransit vehicle's front, rear, and wheels every day.
- I. EMBARK will clean every bus and paratransit vehicle's interior, to include trash removal, sweeping, and all surfaces wiped down every day.
- J. EMBARK will perform a full exterior wash per the "Washing Cycle Schedule."

EXHIBIT F
Fiscal Year 2026

Norman Responsibilities

- A. Norman will provide the following resources to assist EMBARK:
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 buses and fleet vehicles that are safe to EMBARK to provide Transit Services. Norman's inventory of fleet vehicles 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 access to, intelligent transportation systems (ITS) products, which are designed to improve system communications; provide bus stop announcements; provide automatic passenger counting; and 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, other than route 024 which is operated by EMBARK at its sole cost. 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, in accordance with the City of Norman's Vehicle Maintenance Policy and Procedure Manual, 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 regard 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, ensuring that bus yard and facilities are brightly lit and well-marked; bus stops, signs, benches, and shelters are clean and free of graffiti; and the proper 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 State, Federal, and union requirements which include, but are not limited to:
 - a. 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 one that 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 are not limited to, cleaning and sanitizing 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 the complaints 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 made on holidays regarding the City of Norman's Transit Services will be exempt from the general requirement that the PIO must be notified in advance.
 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
Fiscal Year 2026 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. The Parties acknowledge and agree that such compensation during the Term of this Agreement is not to exceed \$4,668,082.42 without both Parties' prior written approval. Parties acknowledge that this annual not-to-exceed amount is an estimate of anticipated operational costs.
- B. The estimated budget for the performance of the Transit Services outlined in Exhibits A through E is as follows:

<u>Transit Services</u>	\$ 4,061,893.11
<u>10% Administration Fee</u>	\$ 406,189.31
<u>Operations Risk Assumption Fee</u>	\$ 200,000.00
<u>Total Estimated Transit Services Budget</u>	\$4,668.082.42

- C. 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.

2. INVOICING AND PAYMENT

- A. EMBARK will submit an initial invoice to Norman on July 1, 2025, in an amount equal to one-and one-half months of estimated Transit Service (Service Deposit) and hold the monies to be applied as a credit(s) to the final invoice(s) for the term of the Agreement. A second, initial invoice will also be submitted for the Operations Risk Assumption Fee, minus any credits owed to Norman for the previous year(s).
- B. 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 2025, for services rendered in July 2025. Invoicing will be for actual costs incurred for Transit Services, any approved Additional Costs, and the Administration Fee. EMBARK shall apply any EMBARK Norman Revenue Allocation received from its subcontractor to each monthly invoice.

- C. Norman will pay all invoices within 30 days after receipt of a proper invoice. If payment is not received by EMBARK within 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.

3. OPERATIONS RISK ASSUMPTION FEE

- A. The Operations Risk Assumption Fee shall only be used to satisfy 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, 2025, through June 30, 2026 relating to the provision of Transit Services under this Agreement and its Exhibits; and
 - ii. The total amount paid by EMBARK to repair any damage to Norman's property (other than normal wear and tear or de minimis damage) attributed to EMBARK employees or agents occurring from July 1, 2025, through June 30, 2026; 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, 2025, through June 30, 2026 relating to the provision of Transit Services under this Agreement and its Exhibits.
- B. Upon one year after the expiration of this agreement, EMBARK will credit Norman an amount equal 50% of the difference between \$200,000 and EMBARK's Paid Liability. The 50% difference retained by EMBARK shall be referred to as the "Catastrophic Fund Retainage". If EMBARK's Paid Liability is greater than \$200,000, Norman will not receive such credit.
- C. EMBARK agrees to establish a Catastrophic Liability Fund ("Fund") to be held in trust and managed by EMBARK in accordance with the terms and conditions below:
- i. The Fund shall be maintained in an interest-bearing account ("Account") with a reputable financial institution.
 - ii. EMBARK shall deposit the full amount of the Catastrophic Fund Retainage into the Fund.
 - iii. The Fund is established for the sole purpose of satisfying EMBARK's Paid Liability in the event it exceeds the amount of the Operations Risk Assumption Fee.
 - iv. The Fund shall have a maximum principal balance of \$1,000,000.00, not including any interest accrued.
 - v. All interest accrued shall be reinvested into the Account.
- D. If at the time of one year after the expiration of this Agreement any credit is due to Norman based on this Agreement's 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. In the event that the Parties are not either renewing this agreement or entering into a new agreement for the provision of Transit Services, EMBARK shall pay to Norman half of the entire balance remaining in the Catastrophic Liability Fund, including half of any interest generated therefrom.

4. ADVERTISING CREDIT

- A. According to EMBARK's Transit Advertising Agreement, COPTA 17-16-28 and associated amendments 1, 2 and 3, 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 for EMBARK Norman with EMBARK's subcontractor. 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.

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.

Text in italic 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 § 200.325, 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 §§ 200.317–200.327 “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
- (b) 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 (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA 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, unless it operates a rail fixed guideway public transportation system.

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; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in 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 that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(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, 2023, Pub. L. 117-328, div. E, tit. 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). 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 2024 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	_____

Certifications and Assurances

Fiscal Year 2024

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

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

See attached

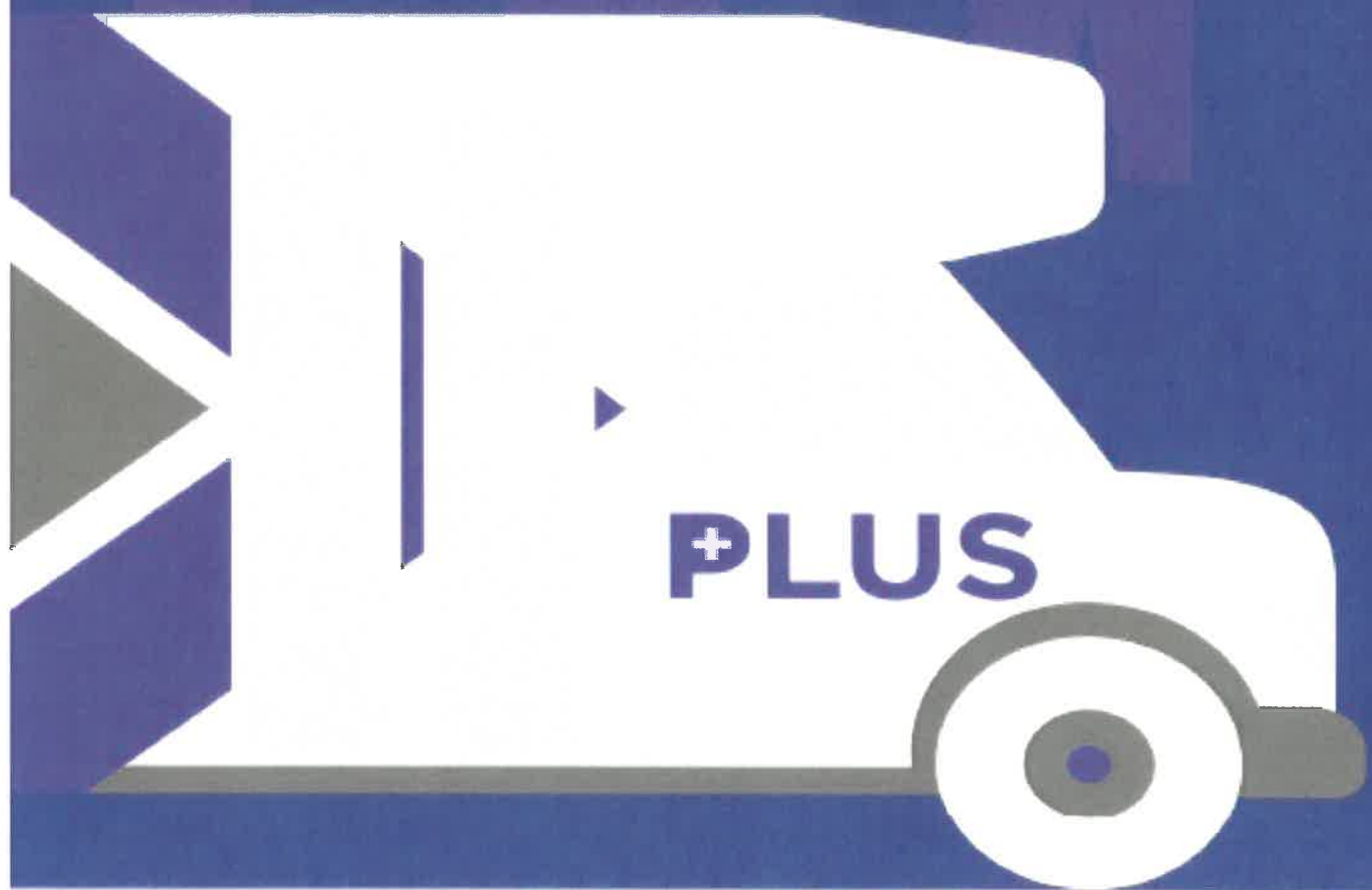
City of Norman Transit Vehicles - July 1, 2025

Fuel Type	Equip. Number	YEAR	MAKE	MODEL	VIN NUMBER	License	Title Holder
D	5-0704	2007	GILLIG	MB	15GGE291771091336	CI38948	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
E	5-2214	2022	GILLIG	G28B	15GGB2811N3197132	CI44561	City of Norman
E	5-2219	2022	GILLIG	G28B	15GGB2813N3197133	CI44560	City of Norman
C	5-2303	2023	GILLIG	G31B	15GGB311XP3199089	CI44591	City of Norman
C	5-2304	2023	GILLIG	G31B	15GGB3116P3199090	CI44592	City of Norman
C	5-2305	2023	GILLIG	G31B	15GGB3118P3199091	CI44588	City of Norman
C	5-2331	2023	GILLIG	G31B	15GGB311XP3199092	CI44587	City of Norman
C	5-2332	2023	GILLIG	G31B	15GGB3111P3199093	CI44586	City of Norman
C	5-2470	2024	Ford	Glaval	1FDFE4FN6RDD12914		City of Norman
C	5-2471	2024	Ford	Glaval	1FDFE4FN8RDD12915		City of Norman
C	5-2472	2024	Ford	Glaval	1FDFE4FNXRDD12916		City of Norman
C	5-2473	2024	Ford	Glaval	1FDFE4FN1RDD12917		City of Norman
C	5-2474	2024	Ford	Glaval	1FDFE4FN3RDD12918		City of Norman
C	5-2475	2024	Ford	Glaval	1FDFE4FN5RDD12919		City of Norman
U	5-2065	2020	Dodge	3500	3C6URVUGXLE113968	CI41615	City of Norman
U	5-2308	2023	Ford	Transit	1FDVU4X86PKA99463	CI49832	City of Norman
U	5-2330	2023	Ford	Transit	1FDVU4X83PKA99632	CI50577	City of Norman
U	5-2355	2023	Chrysler	Voyager	2C4RC1CG8PR512876	CI44593	City of Norman
U	5-2364	2023	Ford	Transit	1FDVU4X88PKA99688	CI50575	City of Norman
U	5-2367	2023	Ford	Transit	1FDVU4X8XPKA99420	CI33594	City of Norman
U	5-2368	2023	Ford	Transit	1FDVU4X87PKB00460	CI50576	City of Norman
U	5-2380	2023	Chrysler	Voyager	2C4RC1CG9PR516953	CI44595	City of Norman
U	5-2381	2023	Chrysler	Voyager	2C4RC1CG9PR516998	CI44594	City of Norman
U	5-2341	2023	Ford	Escape	1FMCU0GN4PUA24643	CI44246	City of Norman
U	5-2348	2023	Ford	Escape	1FMCU0GN4PUA24240	CI44579	City of Norman
H-U/E	5-2401	2024	Ford	Escape	1FMCU0E13RUA93990	CI50671	City of Norman
E	5-2402	2024	Ford	Lightning/PU	1FTVW1BK7RWG12666	CI53265	City of Norman

EXHIBIT J
EMBARK Plus Norman ADA Guide

See attached

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

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 maybe 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 800 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 vehicle occupants 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 - Friday Saturday	7:30 AM - 6:30 PM 9 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
- Martin Luther King Jr. Day
- Juneteenth

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 405-235-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. 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 specifically designed for animal transport and 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
MobilityManagement@okc.gov

EXHIBIT K
EMBARK Rider Conduct and Exclusion Policy

See attached



CODE OF CONDUCT POLICY

Established: November 15, 2013

Revised and Replaced: November 5, 2021

Revised: February 9, 2022


Revised: August 5, 2022

Revised: September 1, 2023

APPROVED by the Trust and **SIGNED** by the Chairperson of the Central Oklahoma Transportation and Parking Authority, this 1st day of September 2023.

ATTEST:

**CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**



Jason Ferbrache, Secretary




Bernard Semtner, III, Chairperson

REVIEWED for form and legality



Assistant Municipal Counselor

		SOP No.	CS-POL-133.00
		Title	Code of Conduct Policy
Original Date	11/15/2013	Implementation Date	10/19/2023
Revision Date	09/01/2023	Revision No.	4

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 EMBARC transit vehicles and EMBARC 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 EMBARC facilities and properties, EMBARC transit vehicles, and EMBARC services, to protect customers, the public, EMBARC facilities and properties, EMBARC employees, and City of Oklahoma City employees, to assure the payment of fares, and to ensure that EMBARC transit vehicles and EMBARC 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 for EMBARK programs and services. This includes senior adults aged 65 or older, persons on Medicare, persons with a qualifying disability, and youth ages 2 to 18.

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

		SOP No.	CS-POL-133.00
		Title	Code of Conduct Policy
Original Date	11/15/2013	Implementation Date	10/19/2023
Revision Date	09/01/2023	Revision No.	4

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

Micromobility Device: any small, lightweight personal vehicle such as a kick scooter, onewheel, or skateboard, that does not qualify as a wheelchair under the ADA.

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 service animal is considered *under control* if it is on a lead (leash, rope, or chain) held by someone able to control the animal; Or a service animal that is under voice control. 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.

Wheelchair: a mobility aid belonging to any class of three- or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.

3. SCOPE

- 3.1 This policy applies to EMBARK customers and any other individuals in, at, or on any EMBARC transit vehicle, facility, and/or property.
- 3.2 To facilitate the enforcement of EMBARK rules, policies, and regulations, EMBARC transit vehicles and EMBARC 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 EMBARC security or an EMBARK representative.

4. PROCEDURES

The following **Rules for Riding** are not all-inclusive but are meant to provide a basic outline of appropriate conduct while using EMBARC services. The full list of violations that may result in an individual's removal, suspension, or exclusion from EMBARC 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.



		SOP No.	CS-POL-133.00
		Title	Code of Conduct Policy
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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.
5. Be courteous.
 - Allow seniors and those with disabilities to use the priority seating area.
 - Make room for mobility devices (i.e. wheelchairs, scooters, walkers, etc.)
 - Use earphones while listening to media.
 - 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. No sleeping
 - Sleeping is unsafe and may result in injury.
 - Sleeping may interfere with arriving at your destination on time.
9. 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.
10. No illegal activity.
11. Lead acid batteries are not allowed.
12. No panhandling, loitering, canvassing, selling, or soliciting.
13. No unattended children under 7 years of age.
 - Children under 7 must be accompanied by a guardian 12 years of age or older.
14. Service animals are welcome. Pets and emotional support animals must be in an enclosed, hard-sided secure carrier designed for the transportation of animals.
 - Limit one pet per customer.
 - Animal carriers must fit on customer's lap, between their feet, or under their



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seat.

- Animal carriers must not block aisles or doorways.
 - Carrier must have waterproof bottom and adequate ventilation.
 - 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.
15. Passengers with children in strollers, personal shopping cart/trolley, or walkers, and luggage may sit near the wheelchair securement area, if unoccupied.
- Seating must be made available for passengers that require wheelchair securement.
 - Unoccupied strollers, wheelchairs, and personal shopping cart/trolley, must be folded prior to boarding.
 - Occupied strollers must be folded after boarding.
 - Do not block aisles or exits with folded strollers, wheelchairs, walkers and/or personal shopping cart/trolley.
 - Passengers must manage their personal items while boarding, multiple trips for retrieving personal items is not permitted.
16. Bicycles must be placed on outside bicycle rack on frontside of bus.
- Bicycle rack holds three bikes.
 - If rack is full, passenger must wait for next available bus.
 - Passenger must notify operator when disembarking that they are retrieving bicycle from rack.
 - Homemade electric bikes are not allowed on the bus.
 - Electric bikes must fit correctly in the bike rack and are limited to 55 pounds per rack position.
 - Bikes left on the bus rack will be considered abandoned.
17. Micromobility devices must be folded upon boarding and not block walkways or aisles. (This does not apply to wheelchairs.)
18. EMBARK is not responsible for lost or stolen items. Call **405-235-RIDE (7433)** for lost and found.

4.1 Expectations of appropriate conduct at and/or in all EMBARC 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 EMBARC services, transit vehicles, facilities, and properties. See **SE-SAP-611.00 Customer Suspension** for further details.




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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 EMBARC transit vehicles, facilities, or properties.
- Roller skating/blading, skateboarding, or using a scooter (not including those designed for mobility) at any EMBARC facility or property.
- Intentionally spitting, vomiting, urinating, or defecating in or on an EMBARC 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 EMBARC transit vehicle, facility, or property.
- Hanging hands, arms, legs outside of an EMBARC transit vehicle.
- Eating/drinking on an EMBARC transit vehicle or in designated areas where eating and drinking are not allowed.
- Carrying an open or glass beverage container onto an EMBARC 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 EMBARC transit vehicle, facility, or property.
- Panhandling, loitering, canvassing, selling, soliciting, or distributing any unauthorized material at or in EMBARC transit vehicles, facilities, or properties.
- Changing a diaper or other personal hygiene product at or in an EMBARC 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 EMBARC transit vehicles, facilities, and/or properties.
- Blocking any walkway, door, or transit vehicle aisle with a bulky item such as a large package, stroller, or grocery cart.
- Failure to clean up after your pet when requested by EMBARK representative.

NOTE: Repeat offenders will be escalated to more stringent suspension periods.

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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 EMBARC transit vehicle while he/she is performing his/her duties as an operator.
- Standing in front of the yellow standee line while an EMBARC 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 EMBARC 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 EMBARC 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 EMBARC transit vehicles or diminishes safety or security at any EMBARC facility or property.
- Use of counterfeit or stolen money, EMBARC ID, or fare media, or the unauthorized resale of EMBARK fare media or an EMBARC 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 EMBARC employees.
- Violation of any municipal criminal law while in or on EMBARC transit vehicles, facilities, and/or properties.
- Refusal to leave after having been asked to do so by an EMBARC 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 EMBARC 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 cause harm to customers, the public, EMBARC 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



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public, EMBARC employees, transit vehicles, facilities, and/or properties.

- Drinking or possessing open containers of alcoholic beverages while in or on any EMBARC transit vehicle, facility, or property.
- Falsely claiming to be eligible for free or reduced fare or obtaining any EMBARC ID or pass by making false statements.
- Violation of any state criminal law while in or on EMBARC 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 EMBARC transit vehicle, facility, and/or property.
- Assault, battery, or threat toward any customer or employee of EMBARC while in or on any EMBARC transit vehicle, facility, and/or property.
- Being obviously inebriated or under the influence of narcotics while in or on any EMBARC 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 EMBARC transit vehicle, facility, and/or property.
- Violation of any federal criminal law while in or on EMBARC transit vehicles, facilities, and/or properties.
- Engaging in or soliciting sexual activity on or in any EMBARC transit vehicle, facility, and/or property.
- Indecent exposure while on or in any EMBARC 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 EMBARC transit vehicle, facility, and/or property.
- Unholstering a firearm in or on any EMBARC transit vehicle, facility, and/or property.
- Opening any emergency exit on an EMBARC transit vehicle or at any EMBARC facility or property when there is no emergency.

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 Appeals Board consists of individuals appointed by the EMBARK Administrator.



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



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- 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 EMBARC services, EMBARC transit vehicles, and/or EMBARC facilities and properties.

5. RESPONSIBILITIES

- 5.1 All EMBARK representatives, including operators, supervisors, security, customer service, and any other EMBARC 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

September 1, 2023 – Amendment No 4:

Further clarifications for allowing pets to board EMBARK vehicles.

Rules regarding bicycles and sleeping on EMBARK vehicles.

Further clarification of rules surrounding wheelchairs, strollers, walkers, personal shopping carts/trolleys, etc.



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8. APPENDICES

None.

9. APPROVALS

Approved By	Signature	Date
Jason Ferbrache Accountable Executive		09/01/2023
Eugene Fritz Chief Safety Officer		09/01/2023
Jesse Rush Assistant Director, Operations		09/01/2023
Suzanne Wickenkamp Assistant Director, Administration		09/01/2023

EXHIBIT L
EMBARK Advertising Policy

See attached

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:

- a. 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;
- b. 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
- c. 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

See attached

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: 0000
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 Amount	Net Amount
1			FYTD EXP 3/31 LESS PREV INVS	00	EA		149,172.44
2			ADMIN OVERHEAD AT 11%		EA		16,385.88

TOTAL AMOUNT DUE :

165,558.32

Original

EXHIBIT N

Sample EMBARK Norman Performance Summary Report

See attached

Exhibit N

Sample EMBARK Norman Performance Summary Report

Attached on the following page.

PERFORMANCE REPORT

Transit System Report

April 2024

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 April 2024 was 35,367 compared to 30,444 in April 2023. The average total daily ridership was 1,360 for April 2024, an 11.66% increase from 1,218 in April 2023. Fiscal-year-to-date ridership is 338,370 passengers, a 25.24% increase from the April 2023 YTD total of 270,182.

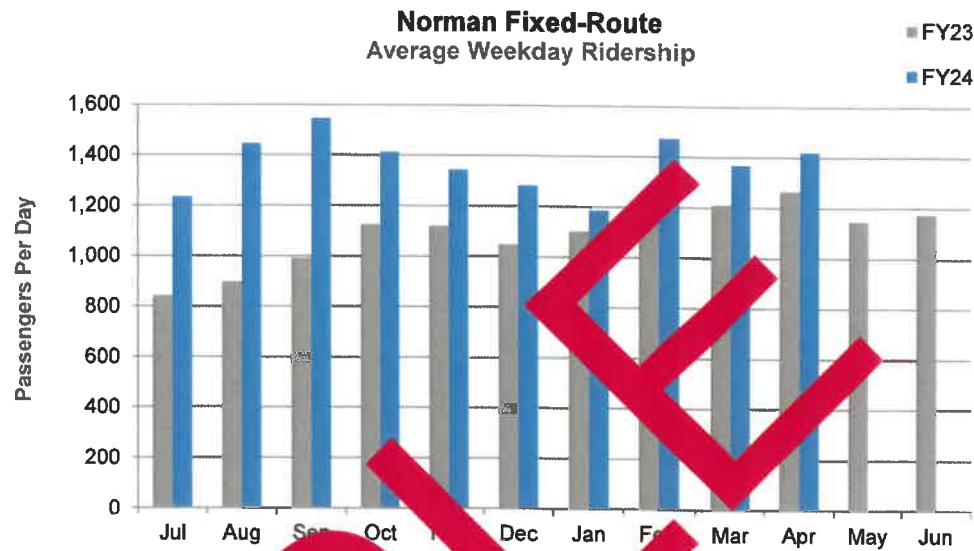
The fixed-route service totaled 33,315 in April 2024 compared to 28,479 for April 2023. Average fixed-route daily ridership for April 2024 was 1,284 compared to 1,140 for April 2023, a 12.63% increase. Passengers with bicycles or similar means of travel totaled 815 compared to 823 for April 2023. Passengers with wheelchairs or other mobility devices totaled 407, compared to 294 for April 2023.

PLUS ridership totaled 770 for April 2024, compared to 631 for April 2023. The average total PLUS ridership was 770 for April 2024, the same as April 2023. Passengers with wheelchairs or other mobility devices totaled 356 for April 2024, compared to 331 for April 2023, a 7.55% increase.

Norman Transit Service	Apr 2024	Apr FY23	+/- Apr FY23
Fixed Routes (M-F)	31,105	25,300	23.22%
110 - Main Street	2,660	5,032	-47.14%
111 - Lindsey East	17,934	11,723	52.98%
112 - Lindsey West	7,096	3,334	112.84%
121 - Alameda	N/A	194	N/A
122 - Rock Creek**	1,802	5,005	-64.00%
140 - Social Security	38	12	216.67%
Fixed Routes (Sat)	2,136	3,179	-32.81%
110 - Main Street	248	724	-65.75%
111 - Lindsey East	1,023	1,242	-17.63%
112 - Lindsey West	567	399	42.11%
121 - Alameda	132	814	-83.78%
122 - Rock Creek**	166	N/A	N/A
PLUS ADA Service	2,056	1,965	4.63%
PLUS (M-F)	2,003	1,862	7.57%
PLUS (Sat)	53	103	-48.54%
Bikes	815	823	-0.97%
Wheelchair	407	294	38.44%
PLUS Wheelchair	356	331	7.55%
*Route 120 ended service on 10/14/2023			
**Route 122 began service on 10/16/2023			

Fixed Route Weekday Ridership

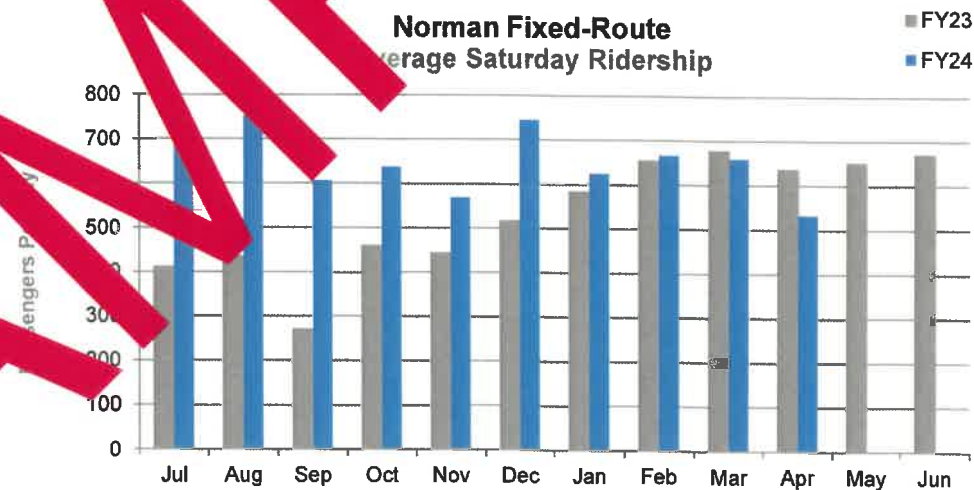
Total fixed-route weekday ridership for April 2024 was 31,175, a 23.22% increase from 25,300 in April 2023. Average weekday passenger ridership totaled 1,420 in April 2024; a 12.16% increase compared to 1,266 for April 2023. The average RPSH was 18.95.



Fixed Route Saturday Ridership

Total fixed-route Saturday ridership for April 2024 was 2,136, a 32.81% decrease from 3,179 in April 2023. Average Saturday passenger ridership totaled 534 for April 2024, a 16.04% decrease from 640 in April 2023. The average RPSH was 12.13.

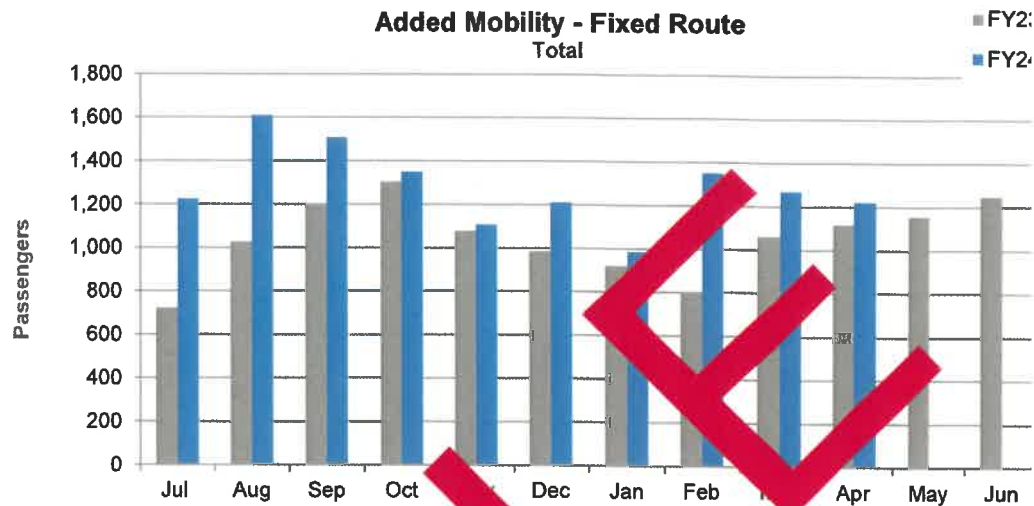
The University of Oklahoma hosts spring football scrimmage on 4/11/24.



Added Mobility – Fixed Route

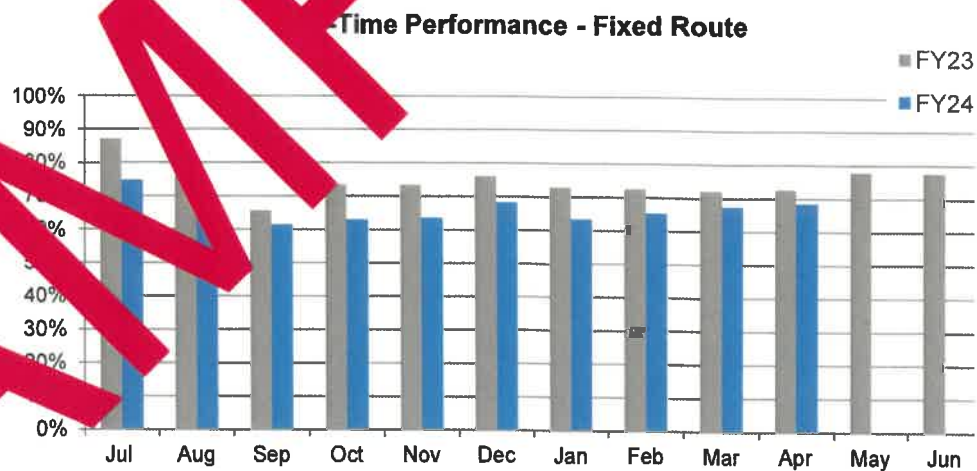
Total passengers with added mobility, such as bikes and wheelchairs, totaled 1,222 for April 2024, a 9.40% increase from 1,117 in April 2023.

Bike passengers totaled 815, a 0.97% decrease from 823 in April 2023. Passengers with wheelchairs totaled 407, a 38.44% increase from 294 in April 2023.



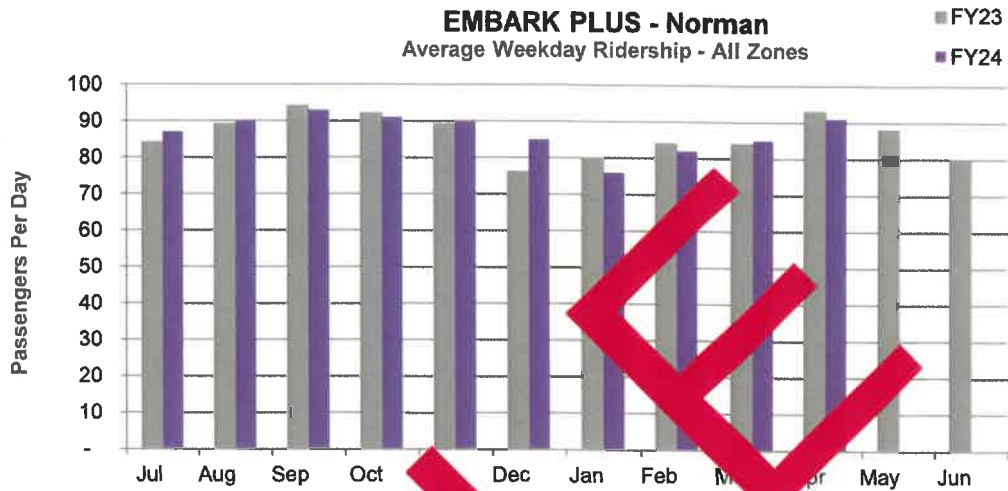
On-Time Performance – Fixed Route

Cumulative on-time performance for fixed-route buses was 68.5% in April 2024, a 4.10% decrease from 72.6% in April 2023.



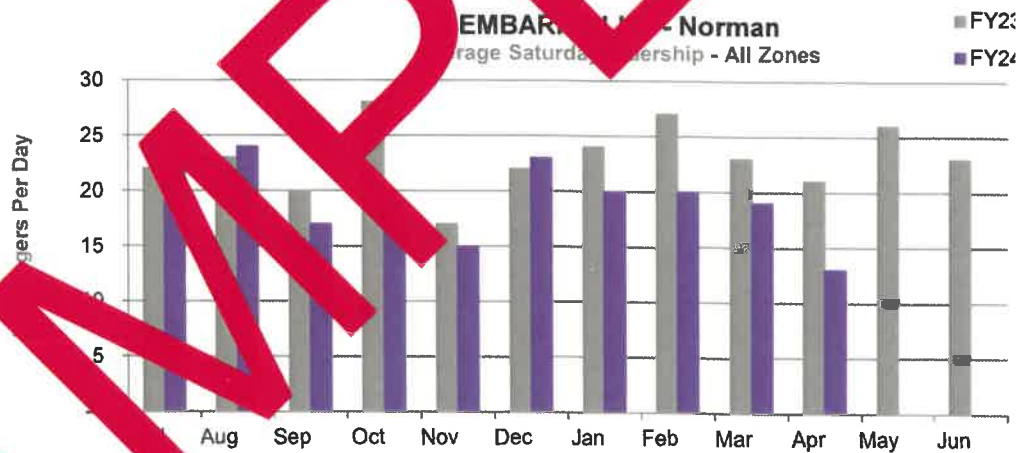
PLUS Weekday

Total PLUS weekday ridership for April 2024 was 2,003, a 7.57% increase from 1,862 in April 2023. Average weekday passenger ridership totaled 91 for April 2024, a 2.15% decrease from the April 2023 average of 93. RPSH was 1.31.



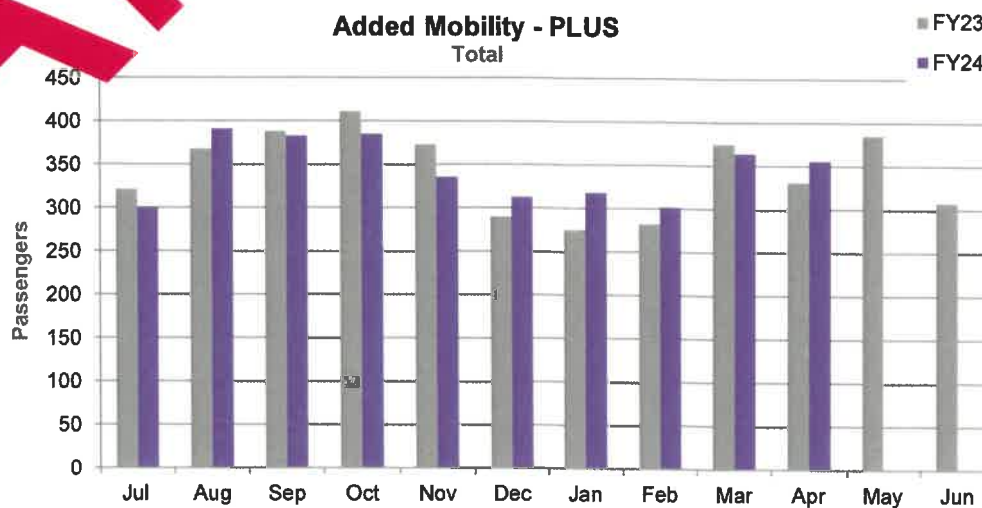
PLUS Saturday

Total PLUS Saturday ridership for April 2024 was 53, a 48.54% decrease from 103 in April 2023. Average Saturday passenger ridership totaled 13 for April 2024, a 38.10% decrease from 23 in April 2023. RPSH was 1.06.



Added Mobility - PLUS

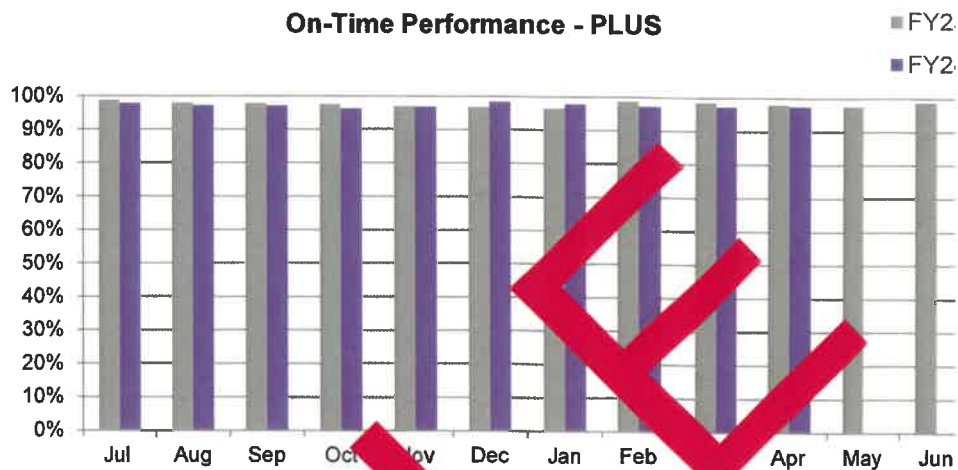
PLUS passengers with added mobility totaled 256 for April 2024, a 7.5% increase from 239 in April 2023.



On-Time Performance - PLUS

Cumulative on-time performance for PLUS buses was 97.57%, a 0.45% decrease from 98.02% in April 2023.

Weekday on-time performance in the primary zone was 97.63%, a 0.55% decrease from 98.18% in April 2023. Weekday on-time performance in the secondary zone was 97.36%, a 0.14% increase from 97.22% in April 2023. Saturday on-time performance was 98.15%, a 0.17% increase from 97.98% in April 2023.



PLUS Weekday Service Summary	Apr FY24	Apr FY23	+/- Apr FY23	PLUS Saturday Service Summary	Apr FY24	Apr FY23	+/- Apr FY23
Total Passengers	2,003	1,862	7.57%	Total Passengers	53	103	-48.54%
Total Trips	1,883	1,715	9.80%	Total Trips	54	99	-45.45%
Trips Daily Average	86	76	11.84%	Trips Daily Average	14	20	-30.00%
Trips Requested	1,941	1,862	4.17%	Trips Requested	54	99	-45.45%
Denied Trips	58	3	87.10%	Denied Trips	0	0	0.00%
Capacity Denials	0	0	0.00%	Capacity Denials	0	0	0.00%
No Show	24	19	26.32%	No Show	4	2	100.00%

PLUS Applications	Apr FY24	Apr FY23	+/- Apr FY23
New Applications	9	8	137.50%
Renewals Received	3	6	-50.00%
Applications Approved	18	28	-35.71%
Applications Denied	1	2	-50.00%

Summary of Services Table: April 2024

The table below provides daily averages for the number of passengers carried by many of the services offered by EMBARK Norman. The year-to-date (YTD) figures are cumulative totals.

EMBARK Norman Service Summary	ADP Apr FY24	FY24 YTD	FY23 YTD	Service Profile	Apr FY24	Apr FY23
Fixed Routes (M-F)	1,420	290,246	228,591	Weekdays	22	20
Fixed Routes (Sat)	534	28,811	22,351	Saturdays	1	5
PLUS (M-F)	91	18,452	18,246	Gamedays	1	1
-Zone 1*	67	13,627	15,353	Holidays	0	0
-Zone 2**	24	4,825	2,893	Weather	0	2
PLUS (Sat)***	13	861	994	Fiscal YTD Days	256	255
				Cal. YTD Days	103	101

*Requires ¾ mile

**Operates only on Weekdays until 7:00 pm

***Operates only in Zone 1

Strategic Performance Measures

MEASURE	FY 24 YTD	FY 24 Targets	
# of Norman fixed-route passenger trips provided	319,057	251,881	■
# of Norman paratransit trips provided	19,313	21,000	■
% of on-time Norman paratransit pickups	97.25%	98.58%	●
# of Norman bus passengers per service hour cumulative	18.64	13.04	■
# of Norman bus passengers per day, average	1,250	800*	●
% of Norman required paratransit pick-ups denied due to capacity	0.00%*	0.00%**	●
% of on-time fixed-route arrivals	66.00%	80.94%	◆

*Targets are not being tracked in LFR but can be found in the KPI spreadsheet.

**One denial due to capacity was recorded for FY23

Glossary

- **Added Mobility** – Wheelchairs, bicycles, scooters, and other devices used by passengers in conjunction with transit
- **ADP** – Average Daily Passengers
- **ADR** – Average Daily Ridership
- **AVG** – Average
- **Fixed Route** – Regular bus service
- **FY23** – The fiscal year 2023. Lasted from 7/1/2022 to 6/30/2023
- **FY24** – The fiscal year 2024. Lasting from 7/1/2023 to 6/30/2024
- **FY YTD** – Fiscal Year, Year to Date
- **KPI** – Spreadsheet used to record and compile data used in the monthly report
- **LFR** – "Leading for Results," EMBA's internal performance measurements and targets
- **OTP** – On-time performance
- **Paratransit** – ADA vehicle service for seniors and other clients with special needs
- **PAX** – Passenger
- **PLUS** – Brand name for the PLUS Paratransit service
- **RP** – Riders per service hour
- **SAT** – Saturday
- **WED** – Wednesday
- **YOY** – Year-over-year, used to compare the previous year's performance when available
- **ZONE 1** – Primary zone for PLUS operation
- **ZONE 2** – Secondary zone for PLUS operation

EXHIBIT O

City of Norman Agency Safety Plan

See attached



THE CITY OF NORMAN

AGENCY SAFETY PLAN (ASP)

Version 2, issued 05/13/2025

The City of Norman
201 West Gray Street
Norman, OK 73069

Agency Safety Plan Development, Approvals, & Certification

Signature of the Accountable Executive	 Scott Sturtz, Director of Public Works	5-12-25 Date Signed
Signature of the Chief Safety Officer	 Taylor Johnson, Transit & Parking Program Manager	5-12-25 Date Signed
This Agency Safety Plan was approved by the City of Norman City Council.		
Approval by the Board of Directors or an Equivalent Authority	 Larry Heikkila, Mayor <i>NOTE: Attach approval documentation as an appendix to ASP (e.g., meeting minutes, approval resolution, etc.)</i>	5-13-25 Date Approved
Transit Contractor Concurrence	 Jesse Rush, COTPA Administrator	05/12/2025 Date Signed
Entity that Drafted this Agency Safety Plan	The City of Norman	

Certification

The City of Norman certifies that this Agency Safety Plan meets the requirements of 49 CFR Part 673 as attested to by Resolution R-2223-70, which can be viewed in the addenda to this ASP.

Revision History

[illegible]

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ADDENDA

Addendum	City of Norman
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Terms, Acronyms, & Abbreviations

Table 1. Definitions of Terms Used in ASP

Term	Definition
Accident	An Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Accountable Executive	A single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Safety Management System, Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
Agency Safety Plan (ASP)	The documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and 49 CFR 673.
CDC	Centers for Disease Control and Prevention
Chief Safety Officer (CSO)	An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in 49 CFR 673, or a public transportation provider that does not operate a rail fixed guideway public transportation system.
Collision	A vehicle accident in which there is an impact of a transit vehicle with: <ul style="list-style-type: none"> • Another transit vehicle • A non-transit vehicle • A fixed object • A person(s) (suicide/attempted suicide included) • An animal • A rail vehicle
Consultants/ Contractors	An individual who is compensated by the transit agency for directly operated services, the labor expense for the individual is reported in object class 501 labor, or for purchased transportation service, the labor expense for the individual meets the same criteria as object class 501 labor.

The City of Norman Agency Safety Plan (ASP)

Term	Definition
Demand Response	<p>A transit mode comprised of passenger cars, vans or small buses operating in response to calls from passengers or their agents to the transit operator, who then dispatches a vehicle to pick up the passengers and transport them to their destinations. A demand response operation is characterized by the following:</p> <ul style="list-style-type: none"> a) The vehicles do not operate over a fixed-route or on a fixed schedule except, perhaps, on a temporary basis to satisfy a special need, and b) Typically, the vehicle may be dispatched to pick up several passengers at different pick-up points before taking them to their respective destinations and may even be interrupted en-route to these destinations to pick up other passengers. The following types of operations fall under the above definitions provided they are not on a scheduled fixed-route basis: <ul style="list-style-type: none"> • Many origins - many destinations • Many origins - one destination • One origin - many destinations • One origin - one destination
Event	Any Accident, Incident, or Occurrence.
Fatality	A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes.
Federal Transit Administration (FTA)	Federal Transit Administration (FTA) is an operating administration within the United States Department of Transportation.
Fire	Uncontrolled combustion made evident by flame that requires suppression by equipment or personnel or removal of the fuel source or removal of oxygen.
Fixed-Route	Services provided on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed-route trip serves the same origins and destinations, such as rail and bus; unlike demand responsive and vanpool services.
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Incident	An event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
Injury	Any damage or harm to one or more persons as a result of an event that requires immediate medical attention away from the scene.
Investigation	The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
National Transit Database (NTD)	The National Transit Database (NTD) is a reporting system that collects public transportation financial and operating information.
Occurrence	An Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Term	Definition
Oklahoma Department of Transportation (ODOT)	The Oklahoma Department of Transportation (ODOT) is a multi-modal transportation agency whose mission "is to provide a safe, economical and effective transportation network for the people, commerce and communities of Oklahoma." ODOT is the Governor's designee for the administration of state and federal public transportation financial assistance programs for areas under 50,000 population.
OSONOC	Other Safety Occurrences Not Otherwise Classified (OSONOC) and not specifically listed as a Reportable Event, but which meet a reportable threshold. Includes (but not limited to): <ul style="list-style-type: none"> • Slips • Trips • Falls • Electric shock • Smoke or the odor of smoke/chemicals noticed in a transit vehicle or facility
Public Transportation Agency Safety Plan (PTASP) Final Rule	The Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673) requires certain operators of public transportation systems that are recipients or subrecipients of FTA grant funds to develop safety plans that include the processes and procedures necessary for implementing Safety Management Systems (SMS).
Reportable Events	A safety or security event occurring on transit right-of-way or infrastructure, at a transit revenue facility, at a transit maintenance facility, during a transit related maintenance activity or involving a transit revenue vehicle that results in one or more of the following conditions: <u>Non-Rail Modes:</u> <ul style="list-style-type: none"> • A fatality confirmed within 30 days of the event • An injury requiring immediate medical attention away from the scene for one or more person • Property damage equal to or exceeding \$25,000 • Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle • An evacuation for life safety reasons
Risk	The composite of predicted severity and likelihood of the potential effect of a hazard
Safety Assurance	Processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Event	A collision, fire, hazardous material spill, act of nature (Act of God), evacuation, or OSONOC occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle and meeting established NTD thresholds
Safety Management Policy	A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

The City of Norman Agency Safety Plan (ASP)

Term	Definition
Safety Management System (SMS)	The formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
Safety Promotion	A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk Management	A process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
Serious Injury	Any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface
System Reliability	The safety performance measure System Reliability means the distance in miles between major mechanical failures. A reportable major mechanical failure is defined in the National Transit Database Glossary as "a failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns." System Reliability is determined by dividing the number of annual vehicle revenue miles by the number of major mechanical failures, by mode.
Transit Asset Management Plan	The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625

Table 2. Definition of Acronyms & Abbreviations Used in ASP

Acronym/Abbreviation	Definition
ACOG	Association of Central Oklahoma Governments
ADA	Americans with Disabilities Act of 1990
ASP	Agency Safety Plan
CSO	Chief Safety Officer
FTA	Federal Transit Administration
MPO	Metropolitan Planning Organization
NTD	National Transit Database
ODOT	Oklahoma Department of Transportation
OSONOC	Other Safety Occurrences Not Otherwise Classified
PTASP	Public Transportation Agency Safety Plan Final Rule (49 CFR Part 673)
SMS	Safety Management Systems

The City of Norman Agency Safety Plan (ASP)

Acronym/ Abbreviation	Definition
TAM	Transit Asset Management

SAFETY MANAGEMENT POLICY STATEMENT

Safety is a core value at the City of Norman, and management of safety is a core agency function. The City of Norman is dedicated to planning, designing, constructing, operating and maintaining transportation systems that optimize the safety of passengers, employees, consultants, contractors, emergency responders, and the public.

Accountability for safety begins with the Accountable Executive and permeates all levels of employees, including consultants and contractors. The following safety objectives reflect the City of Norman's overarching safety goals and demonstrate commitment to establishing, implementing, and continually improving Safety Management Systems (SMS):

- Integrate safety management into the primary responsibilities of all employees;
- Support SMS through allocation of resources and promotion of a safety culture that facilitates safe practices and effective employee safety reporting and communication;
- Define roles and responsibilities for all employees that contribute to safety performance and SMS;
- Implement risk-based hazard management consistent with risk acceptance levels;
- Monitor, and if applicable, implement CDC and Oklahoma State Department of Health guidelines to minimize the spread of infectious diseases.
- Operate an employee safety reporting program that ensures no action will be taken against any employee who discloses a safety concern unless disclosure indicates beyond reasonable doubt an illegal act, gross negligence, or a deliberate disregard of regulations or procedures;
- Comply with or exceed legislative and regulatory requirements and industry standards;
- Ensure systems and services that support operations meet or exceed agency safety standards;
- Require safety information and training to ensure all employees are competent in safety management for tasks allocated to them;
- Establish and measure safety performance against data-driven safety performance targets; and
- Continually improve safety performance and implementation of SMS.

By applying SMS as outlined above and detailed in this ASP, the City of Norman commits to making safety the top priority of all operations and to achieving an optimum level of safety through a cooperative effort in compliance of this ASP.

1 GENERAL

1.1 Safety Management System Overview

Safety Management Systems (SMS) is a formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of safety risk mitigation. SMS includes systematic and proactive procedures, practices, and policies for managing risks and hazards. By bringing employees and contractors together from all levels of the agency to manage risk, SMS helps agencies detect and address safety problems earlier, share and analyze data more effectively, and measure safety performance more precisely.

Four main components comprise SMS:

- **Safety Management Policy** (Section 1.5) is a transit agency's documented commitment to safety. The policy defines the transit agency's safety objectives and the safety accountabilities and responsibilities of its employees.
- **Safety Risk Management** (Section 3) is the process for identifying hazards and analyzing, assessing, and mitigating safety risk.
- **Safety Assurance** (Section 4) is the processes that ensures the implementation and effectiveness of safety risk mitigation, and ensures that the agency meets or exceeds its safety objectives through the collection, analysis, and assessment of safety data.
- **Safety Promotion** (Section 5) is a combination of safety training and communication applied to the agency's transportation system to support SMS.

1.2 Plan Applicability & Scope

1.2.1 Applicability

The Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673) requires compliance by recipients and sub-recipients of FTA Urbanized Area Formula Grant Program funds under 49 USC § 5307¹.

1.2.2 Scope

This ASP meets all the requirements under 49 CFR part 673 and encompasses the equipment, facilities, plans, procedures, operations, and maintenance as they relate to the City of Norman's bus system. This ASP is scaled to the size, scope, and complexity of the City of Norman, which is a small public transportation provider as defined by 49 CFR part 673.

¹ The Bipartisan Infrastructure Law amends FTA's safety program at 49 U.S.C. § 5329(d) (Section 5329(d)) by adding to the public transportation agency safety plan (PTASP) requirements. This ASP has been amended to meet these additional requirements.

1.3 Plan Goals, Objectives, & Purpose

1.3.1 Goals

The overarching goal of this ASP is to enhance all aspects of safety within the City of Norman by guiding effective and proactive management of safety risks in the system and prioritizing capital investments using performance-based planning.

1.3.2 Objectives

The overarching objective of this ASP is to establish processes and procedures to support the implementation of SMS that meets Federal Transit Administration (FTA)-mandated requirements under the PTASP Final Rule (49 CFR Part 673) as amended.

As outlined in the Safety Management Policy Statement, specific safety objectives of this ASP and its established SMS include the following:

- Integrate safety management into the primary responsibilities of all employees;
- Support SMS through allocation of resources and promotion of a safety culture that facilitates safe practices and effective employee safety reporting and communication;
- Define roles and responsibilities for all employees that contribute to safety performance and SMS;
- Implement risk-based hazard management consistent with risk acceptance levels;
- Operate an employee safety reporting program that ensures no action will be taken against any employee who discloses a safety concern unless disclosure indicates beyond reasonable doubt an illegal act, gross negligence, or a deliberate disregard of regulations or procedures;
- Comply with or exceed legislative and regulatory requirements and industry standards;
- Ensure systems and services that support operations meet or exceed agency safety standards;
- Require safety information and training to ensure all employees are competent in safety management for tasks allocated to them;
- Establish and measure safety performance against data-driven safety performance targets; and
- Continually improve safety performance and implementation of SMS.

1.3.3 Purpose

This ASP formalizes the SMS principles and strategies for demonstrating Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion through all operations and maintenance activities of the City of Norman. The ASP defines the process for identifying, evaluating, and resolving hazards associated with operations of a bus system involved in revenue service. This process helps achieve the

highest practical level of operational safety for the riding public, employees, and anyone encountering the City of Norman Transit system.

1.4 Plan Review & Update

This ASP will be reviewed at least annually and updated as necessary to ensure that it remains current and consistent with FTA guidance and industry best practice. The City of Norman's Transit Chief Safety Officer (CSO) will initiate this review and will include all relevant staff, including frontline employees in this process. Additionally, when a significant change occurs within the City of Norman, the City will update the ASP with applicable changes.

The ASP will also be updated as necessary following any ASP audit to address any findings and recommendations and to improve the SMS program. If revised, the ASP will be re-issued for dissemination among all applicable stakeholders.

1.5 Transit Agency Information & System Overview

Transit Agency Name: City of Norman – Transit

Transit Agency Address: 1310 Da Vinci Street, Norman, Oklahoma

Name & Title of Accountable Executive: Scott Sturtz, Public Works Director

Name of Chief Safety Officer: Taylor Johnson, Transit & Parking Program Manager

Mode(s) of Service covered by this plan: Bus, Paratransit Services

Federal Transit Administration (FTA) Funding: Sections 5307, 5339

System Description

The City of Norman provides its bus services through a transit contractor, currently Oklahoma City's EMBARK. The two types of bus service provided by the City, fixed-route and paratransit, are described below. The bus service operates using 13 motor buses and 13 paratransit vehicles. Additionally, the City of Norman transit service is operating fare-free.

Fixed-Route Service (EMBARK Norman)

The City of Norman has six fixed-route bus lines. Five local routes serve various destinations in the community. A route to the Moore Social Security Office is provided twice a week.

Paratransit Service (EMBARK Plus)

Paratransit service complements the fixed-route transit system by providing lift-equipped transportation to people who are functionally unable to use local fixed-route service. The paratransit service provides shared-ride public transportation and requires an application and eligibility determination prior to use.

2 SAFETY MANAGEMENT POLICY

The City of Norman recognizes management of safety as a core agency function and is dedicated to planning, designing, constructing, operating and maintaining transportation systems that optimize the safety of passengers, employees, consultants, contractors, emergency responders, and the public. This commitment is established in the Safety Management Policy Statement provided at the beginning of this ASP and signed by the City's Accountable Executive.

2.1 Safety Accountability & Responsibilities

Under SMS, identified positions have specific safety responsibilities and authority. Refer to Table 3 for a matrix that names the specific agency position(s) and committee(s) responsible for each of the SMS roles and responsibilities described below.

2.1.1 All Employees

All Transit Agency employees and contractors, including agency leadership, executive management, and key staff, are responsible for safety. Each employee is required to work safely, correct unsafe behavior, identify and report safety hazards, and abstain from performing any task that the person feels could injure themselves or others.

2.1.2 Accountable Executive

The Accountable Executive is a single, identifiable person who has ultimate responsibility and accountability for implementing and maintaining the Transit Agency's SMS and this ASP. This is the same person responsible for carrying out the Transit Agency's Transit Asset Management (TAM) Plan. The Accountable Executive has control or direction over the human and capital resources needed to develop and maintain both the ASP and TAM. The Accountable Executive is also responsible for ensuring action is taken, as necessary, to address substandard performance in the SMS. This individual is the primary decision-maker who is ultimately responsible for both safety and TAM.

2.1.3 Chief Safety Officer

The CSO has the authority and responsibility for day-to-day implementation and operation of the City of Norman Transit's SMS. The CSO must have adequate training to take responsibility for safety and must have a direct line of reporting to their Accountable Executive. Small public transportation providers may designate a CSO who also manages other functions, and may be a full-time or part-time employee of the transit system, or a contracted employee.

2.1.4 Agency Leadership & Executive Management

Agency leadership and executive management is responsible for confirming the SMS is carried out at the City of Norman through incorporation of safety management practices into the agency's operational areas. Responsibilities include designating representatives from operations, maintenance, and other revenue service support functions to serve as

Key SMS Staff. Agency leadership and executive management is also responsible for encouraging SMS training for staff and taking ownership of the safety management processes and activities as they are implemented.

2.1.5 Key SMS Staff

In addition to the above positions, the City of Norman has subject matter experts who serve as Key SMS Staff and represent their departments to support SMS implementation. Key SMS Staff provide expertise on how to adapt existing departmental practices to SMS, identify departmental data and information resources to support SMS decision making, and meet with and update the CSO as necessary.

2.1.6 Safety Committees

Safety committees—whether standalone committees or incorporated into other committees—support SMS by informing and assuring agency management of safety issues affecting the agency and addressing safety issues assigned to it by the agency’s executive management.

Safety Roles & Responsibilities

Table 3 below describes the positions responsible for safety at the City of Norman and its transit contractor.

Table 3. City of Norman Safety Roles & Responsibilities Matrix

Roles & Responsibilities	Scott Sturtz, Director of Public Works/ Accountable Executive	Taylor Johnson, Public Transit Coordinator/ Chief Safety Officer	Jesse Rush, COTPA Administrator /Transit Contractor Executive	Rob Rivera, Safety Manager	Key SMS Staff (Transit Safety Council)
Safety Management Policy	A	P	S	S	
Safety Resource Allocation	P	S	S		
Safety Reporting & Follow-up		P	S		
Safety Performance Targets & Measurement	A	P	S		S
ASP Review & Update	A	P	S		
Hazard Identification & Mitigation		O	P		S
Safety Risk Management	A	P	S		S
Safety Assurance, Audits	A	P	S		S
Safety Assurance, Inspections		O	P		S
Accident Investigation		O	P	P	S
Safety Promotion, Communication		P	P	S	S
Safety Promotion, Training		O	P	S	S
SMS Implementation		P	S		S

Key: A = Approval. O = Oversight. P = Primary role. S = Secondary role/Support.

The City of Norman's Transit Safety Council meets monthly to review safety data, discuss safety-related topics, confirm that the contractor and City are collectively meeting safety objectives and goals, and determine course corrections, additions or improvements to the contractor's SMS program. Safety topics include, but are not limited to, safety initiatives, hazards elevated through the safety risk management process, implementation of identified mitigations, safety audits, and employee-reported safety concerns. These meetings support SMS by informing and assuring the City of safety issues affecting the transit contractor and addressing safety issues assigned by executive management.

Additional safety coordination occurs at the transit contractor level where safety is incorporated into their other committees and activities to ensure that the system is operated and maintained in a safe manner.

2.2 Employee Safety Reporting

The City of Norman supports SMS through the allocation of resources and promotion of a safety culture that facilitates safe practices and effective employee safety reporting and communication. The City of Norman has established an employee safety reporting program that allows employees and contractors to report safety conditions or hazards to senior management. The employee safety reporting program meets the following baseline components:

- Allows employees to report safety conditions to senior management
- Provides for anonymous reporting at the discretion of the employee
- Is accessible to all employees
- Ensures no action will be taken against any employee who discloses a safety concern unless disclosure indicates beyond reasonable doubt an illegal act, gross negligence, or a deliberate disregard of regulations or procedures

2.2.1 Employee Safety Reporting Program

The City of Norman requires its transit contractor to implement and maintain an employee safety reporting program that meets the requirements outlined in Section 2.2 of this ASP. The City will provide oversight to ensure the transit contractor is meeting these requirements by discussing their program at the regularly scheduled coordination meetings.

The City's current transit contractor, EMBARK, has an employee safety reporting program that encourages all employees to self-report and report any safety issues, concerns, or hazards. The program includes an open-door policy, the ability to schedule a meeting to meet with a Human Resources representative, and an online portal for safety reporting that can be done anonymously. EMBARK uses unintentional safety violations reported through the program to inform future training and instruction in order to prevent their recurrence. EMBARK further ensures no action will be taken against any employee who discloses a safety concern unless disclosure indicates beyond

reasonable doubt an illegal act, gross negligence, or a deliberate disregard of regulations or procedures.

2.3 Integration with Public Safety and Emergency Management

The City of Norman Police Department manages the radio frequencies used by the City's transit program and responds to incidents as necessary. The City of Norman conducts safety training annually to cover Emergency Management procedures. In addition, the Director of Public Works, who oversees the transit program, is a part of the Emergency Operations Committee when it is convened.

The City of Norman will provide oversight to ensure its transit contractor is participating in coordination efforts. Lessons gathered from these drills will be communicated to employees, and incorporated in training resources, as applicable.

2.4 Safety Performance Targets

The City of Norman has established targets that represent a quantifiable, measurable safety performance or condition. The City of Norman will regularly monitor the performance of the system to ensure the City is meeting the targets and improving safety outcomes. Safety performance targets are categorized by the following safety performance measures:

- **Performance Measure: Fatalities** – Total number of reportable² fatalities and rate per total unlinked passenger trips, by mode.
- **Performance Measure: Injuries** – Total number of reportable injuries and rate per total unlinked passenger trips, by mode.
- **Performance Measure: Safety Events** – Total number of reportable events³ and rate per total vehicle miles, by mode.
- **Performance Measure: System Reliability** – Mean distance between failures, by mode.

Table 4 below provides the City of Norman's safety performance targets for the current year. These targets will be reviewed annually and updated as necessary as part of the annual ASP review process.

² The thresholds for "reportable" fatalities, injuries, and events are defined in the National Transit Database Safety and Security Reporting Manual, available at <https://www.transit.dot.gov/ntd/2019-ntd-safety-and-security-policy-manual>.

³ Event as defined in CFR Part 673.5. Refer to Table 1. Definitions of Terms Used in ASP.

Table 4. City of Norman Safety Performance Targets (2023)

Performance Measurement	Performance Target (2023)
Est. Annual Vehicle Revenue Miles (VRM)	400,000
No. of Fatalities	0
Rate of Fatalities per 100K VRM	0
Number of Injuries	1
Rate of Injuries per 100K VRM	0.25
Number of Safety Events	1
Rate of Safety Events per 100K VRM	0.25
Total Major Mechanical Failures	0
Miles Between Major Mechanical Failures (System Reliability)	N/A

When requested, the City of Norman will provide the safety performance targets to the ODOT and to the region's Metropolitan Planning Organization, the Association of Central Oklahoma Governments (ACOG), to aid in the State and MPO planning processes, as applicable.

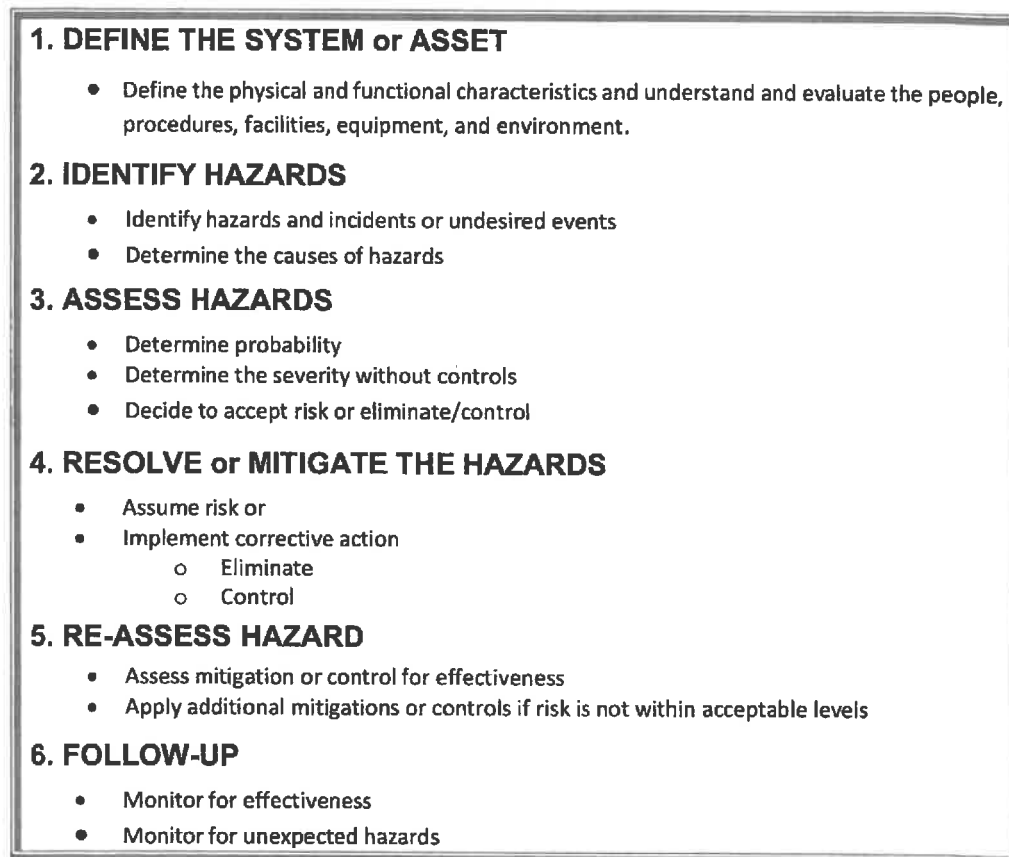
2.5 SMS Documentation & Records

The City of Norman will maintain and require documentation related to the implementation of this ASP and SMS. This includes documents included in whole, or by reference, which describe the programs, policies, and procedures used to carry out this ASP. These documents will be made available upon request by the FTA or other federal entity and will be maintained for a minimum of three years after they are created.

3 SAFETY RISK MANAGEMENT

This section provides detail on safety risk management. Safety risk management includes the activities that a public transportation agency undertakes to control the probability or severity of the potential consequence of hazards. Major safety risk management sub-components include Hazard Identification and Analysis and Safety Risk Evaluation and Mitigation. Figure 1 below summarizes the six basic steps of safety risk management.

Figure 1. Safety Risk Management Process



3.1 Safety Hazard Identification

The first step in a hazard analysis is defining the systems and sub-systems subject to hazards, followed by identifying specific physical and procedural hazards related to the identified systems and subsystems. A safety hazard is:

- Any real or potential condition that can cause personal injury or death or damage to or loss of equipment or property,
- A condition that may be a prerequisite to an accident, or
- Is a situation that has the potential to do harm.

Hazards are identified through a variety of sources, including those listed below. In addition, SMS enables every employee to identify hazards through Safety Promotion efforts and non-punitive hazard reporting, described further in Section 5.

- FTA's Hazard Analysis Guideline for Transit Projects (January 2000)
- Accident/incident data and experience
- Accident/incident data from other bus systems with similar characteristics
- Hazard scenarios
- Applicable industry standards
- Field assessments and surveys
- Project-specific design data and drawings, reviews, testing, and start-up activities

The following tools and techniques may be used for hazard identification and analysis:

- Preliminary Hazard Analysis
- Operational Hazard Assessment
- Accident/Incident Analysis
- Job Hazard Analysis

3.1.1 Infectious Disease Monitoring and Control

The City of Norman monitors current CDC and Oklahoma State Department of Health publications for the latest information about any new or potential pathogen and will implement recommended guidelines to ensure the safety of employees and the public. mitigations can include but are not limited to air purification systems, driver barriers, and mask mandates when required.

3.1.2 Safety Risk Assessment

After identifying system-specific hazards, safety risk management assesses safety risk by first identifying the potential to do harm in the system and then analyzing options to mitigate the hazard to an acceptable level. The process seeks to identify and define as many hazardous conditions as possible and initiate the safety risk mitigation process before those conditions or associated activities cause an accident.

The methodology for analyzing safety risk has two elements: evaluating hazard severity and evaluating hazard probability. The US Department of Defense's Standard Practice for System Safety, MIL-STD-882E, establishes system safety criteria guidelines for determining hazard severity and probability. This ASP adapts the MIL-STD-882E Risk Assessment and Hazard Risk Index matrixes to the transit environment for use in the City of Norman safety risk assessment process.

3.1.3 Hazard Severity

Hazards are rated in terms of their effect on transit customers, employees, the public, and the operating system. Hazard severity is a subjective measure of the worst credible case consequence that results from design inadequacies, component failure or

malfunction, human error, environmental conditions, or operating or maintenance practice, and procedure deficiencies. Figure 2 illustrates these ratings. The categorization of hazards is consistent with risk-based criteria for severity and reflects the principle that not all hazards pose an equal amount of risk.

Figure 2. Hazard Severity Definition

SEVERITY	CHARACTERISTICS			
	People	Equipment/Services	Financial	Reputational
Catastrophic	Several deaths and/or numerous severe injuries (per event)	Total loss of equipment or system interruption, requiring months to repair	Estimated loss from the incident in excess of \$500,000	Ongoing media coverage, irreparable reputational damage, government intervention (weeks – months) Prolonged media campaign, serious reputational damage, sustained government involvement (days - weeks)
Critical	Low number of deaths and/or serious injury* (per event)	Significant loss of equipment or system interruption, requiring weeks to repair	Estimated loss from the Incident in excess of \$100,000-\$499,999	Adverse media coverage, reputational damage, government involvement
Moderate	Minor injury and possible serious injury (per event)	Some loss of equipment or system interruption, requiring seven or less days to repair	Estimated loss from the incident in excess of \$10,000-\$99,999	Local media coverage and some reputational damage
Minor	Possible minor injury (per event)	Some loss of equipment, no system interruption, less than 24 hours to repair	Estimated loss from the incident in excess of \$1,000-\$9,999	No adverse media coverage or reputational damage
Insignificant	No injury	Minor damage to equipment no system interruption, no immediate repair necessary	Estimated loss from the incident is likely less than \$1,000	

*Per 49 CFR 673, serious injury: 1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; 2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); 3) Causes severe hemorrhages, nerve, muscle, or tendon damage; 4) Involves any internal organ; or 5) Involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.

3.1.4 Hazard Probability

The probability that a hazard will occur during the planned life expectancy of the system element, sub-system or component is described qualitatively, in potential occurrences per unit of time, events, population, items, or activity. A qualitative hazard probability is derived from research, analysis, evaluation of safety data from the operating experience of the agency or historical safety data from similar bus systems, and from expert opinion. Figure 3 summarizes the hazard probability categories.

Figure 3. Hazard Probability Categories

Probability Level	Specific Individual Item	Fleet or Inventory	Frequency
Frequent A	Likely to occur frequently in the life of a system	Continuously experienced	> 1 event / month
Probable B	Will occur often in the life of a system	Will occur frequently in the system	> 1 event / year
Occasional C	Likely to occur sometime in the life of an item	Will occur several times	>1 event / 10 year
Remote D	Unlikely, but possible to occur in the life of an item	Unlikely, but can be expected to occur	> 1 event / 20 years
Improbable E	So unlikely, it can be assumed occurrence may not be expected	Unlikely to occur, but possible	< 1 event during 30 years

3.2 Safety Risk Assessment

Together, hazard severity and probability measure a hazard's magnitude and priority for applying the control measures. Hazards are then examined, qualified, addressed, and resolved based on the severity of a potential outcome and the likelihood that such an outcome will occur. The value derived by considering a hazard's severity and probability is the Hazard Risk Index. The resulting risk index is a measure of the acceptability or undesirability of the hazard and is applied to the Risk Assessment Index.

Assignment of a Safety Risk Matrix enables the City of Norman management to properly understand the amount of risk involved by accepting the hazard relative to what it would cost (schedule, dollars, operations, etc.) to reduce the hazard to an acceptable level.





Figure 4 identifies the Safety Risk Matrix, based upon hazard severity and probability, and outlines the criteria for further action and decision authority based on each matrix category. The Safety Risk Matrix is used to assist the decision-making process in determining whether a safety risk should be eliminated, controlled, or accepted. This helps prioritize hazardous conditions and focus available resources on the most serious hazards requiring resolution while effectively managing available resources.

For example, if the potential for an accident/incident reveals a Category 1 (catastrophic) occurrence with a Level A (frequent) probability, the assessed level of risk is Unacceptable and the system safety effort is directed toward eliminating the hazard or at the very least to implementing redundant hazard control measures. A Category 1 (catastrophic) or Category 2 (critical) safety risk may be tolerable if it can be demonstrated that its occurrence is highly improbable. This approach provides a basis for logical management decision-making that considers the hazard's severity and probability.

Figure 4. Safety Risk Matrix

Safety Risk Matrix					
Frequency Or Probability	Severity Category				
	1 Catastrophic	2 Critical	3 Moderate	4 Minor	5 Insignificant
(A) Frequent	1A	2A	3A	4A	5A
(B) Probable	1B	2B	3B	4B	5B
(C) Occasional	1C	2C	3C	4C	5C
(D) Remote	1D	2D	3D	4D	5D
(E) Improbable	1E	2E	3E	4E	5E

LEGEND

	Unacceptable - Cannot be accepted as is, <u>must</u> be mitigated
	Undesirable - Acceptable with Executive-level signoff
	Acceptable w/ Review - Acceptable Operational-level signoff
	Acceptable - Can be accepted as is

“Unacceptable” means the hazard cannot remain as is but must be mitigated.

“Undesirable” means that the hazard should be mitigated, if possible, within fiscal constraints. However, the hazard may be mitigated at a later time. Further, a management decision must be made as to when and how a hazard associated with an undesirable risk will be mitigated, or if management allows the hazard to exist and accepts the associated risk.

“Acceptable with review” or higher must be reviewed by management and must determine the risk associated without mitigating the hazard.

“Acceptable” means that the hazard can remain.

Managers can use the Safety Risk Matrix above to prioritize hazardous conditions and focus available resources on the most serious hazards requiring resolution while effectively managing the available resources.

3.3 Safety Risk Mitigation

As safety risks are identified, whether through a formal risk assessment or informally such as through employee reporting mechanisms, hazards can be resolved by deciding to either assume the risk associated with the hazard or to eliminate or control the risk. Mitigation to bring a hazard to an acceptable level of risk is applied in the following

order of precedence, listed from most effective at the top of the list to least effective mitigations at the bottom:

- Avoidance
- Elimination
- Substitution
- Engineering Controls
- Warnings
- Administrative Controls such as Operations and Maintenance Procedures
- Personal Protective Equipment and Guards

The City of Norman's Safety Manual establishes its hazard assessment process and policy. The City will audit and provide oversight to ensure its transit contractor is either applying the City's hazard assessment process or is applying its own process that meets or exceeds that of the City. With either approach, the City requires that its transit contractor manages safety risk at a level acceptable to the City.

As such, the City of Norman requires its transit contractor to communicate where identified elevated risk could potentially impact the City. As the owner of the transit system's safety risk, the City must review elevated risk and proposed mitigations. When mitigations are agreed upon by the City and transit contractor for identified hazards, mitigations are tracked through the safety assessment program to ensure all concerns raised have been addressed, mitigated, and implemented.

Refer to Policy 100-1 in the City of Norman Safety Manual, attached for reference, for a description of the City's risk assessment process.

4 SAFETY ASSURANCE

Safety assurance includes safety reviews, evaluations, audits, and inspections, as well as data tracking and analysis and investigations. Safety assurance provides for the implementation and effectiveness of safety risk management, and confirms that the City of Norman meets or exceeds its safety objectives through the collection, analysis, and assessment of information. The City of Norman will continually assess the effectiveness of their safety risk mitigations through their safety assurance efforts and report the results of the review to the Accountable Executive.

4.1 Safety Performance Monitoring & Measurement

SMS generates data and information that senior management need to evaluate whether implemented safety risk mitigations are appropriate and effective, and how well an agency's safety performance fits with their established safety objectives and safety performance targets. Safety performance monitoring will occur through routine monitoring of operations and maintenance activities. It also includes risk monitoring to track implementation and success of mitigations and controls put in place to manage risk.

At a minimum, the City of Norman will implement an annual audit that evaluates safety in compliance with this ASP and SMS. The audit program will consider how successfully and consistently the performance monitoring activities listed below are being performed. The annual audit report will be made available to the Accountable Executive and be considered as a foundation document for the annual ASP review and update process.

Monitoring and measurement activities that will be included in the internal audit will include at least the following:

- Monitor compliance and sufficiency of procedures for operations and maintenance
- Monitor operations to identify ineffective, inappropriate, or unimplemented safety risk mitigations
- Monitor effectiveness of mitigations implemented as a result of investigations of safety events and identification of causal factors
- Monitor information from safety reporting systems
- Document audit outcomes
- Collect and track safety data

4.2 Management of Change

The City of Norman will evaluate significant changes that occur within the agency or Transit Contractors for safety impacts by following these steps:

1. *Identifying proposed changes:* shall be completed within the City of Norman Safety Coordination meetings

2. *Assessing proposed changes:* stakeholders assess the proposed changes to determine whether a proposed change may have an unintended risk.
3. *Evaluating a proposed change:* stakeholders will determine if the change may introduce a new hazard or have an impact on safety performance.
4. *Documenting proposed changes:* If the change has a safety impact, risk associated with the change will be evaluated, mitigated, and documented following the processes outlined in the ASP SRM section. If the change does not have a safety impact, no further steps will be taken.

These changes will be discussed as part of the City of Norman's safety committee activities and may include, but are not limited to:

- New contractors or substantive amendment to contract provisions
- New buses, equipment, and/or facilities
- New or changed routes
- Other changes that might have a safety impact

4.3 Continuous Improvement

The City of Norman will evaluate their SMS program periodically to identify areas of improvement. Evaluation of the SMS programs ensures that they effectively and efficiently allow the City of Norman to meet safety objectives and performance targets. The City of Norman will use the data and information gathered while conducting safety performance monitoring to address any identified weaknesses in organizational structures, processes, and resources in a timely manner.

5 SAFETY PROMOTION

The City of Norman uses Safety Promotion to communicate and disseminate safety information to strengthen the safety culture. Safety promotion includes safety lessons learned, reporting systems, recommendations based on safety metrics, and safety training. The goal is to foster a positive safety culture where employees receive ongoing training and updates of safety progress; feel comfortable reporting safety issues or concerns; and understand why safety is important and how they impact safety.

5.1 Safety Communication & Culture

The City of Norman will communicate safety messaging to employees, contractors and customers through placards, message boards, reader boards, social media communication, etc.

The City of Norman will communicate safety performance goals, objectives and targets to their employees and contractors. The Safety Management Policy Statement of this ASP will be communicated to all agency employees and contractors through multiple methods, including the methods outlined above.

The City of Norman is also responsible for communicating operational or maintenance safety hazards and their mitigations to employees and contractors relevant to those employees' and contractors' roles and responsibilities. Additionally, the response to any hazard reported through the employee safety reporting program will be communicated to employees and contractors by the Agency's CSO.

The City of Norman will review lessons learned from incidents, accidents and reported hazards and provide feedback to their employees and contractors regarding findings. This communication is an important step in letting employees know that they are important to the organization.

5.2 Competencies & Training

The City of Norman will establish and implement a safety training program that includes refresher training, as appropriate, for all employees directly responsible for safety and will require compliant safety training programs from their contractors. The Accountable Executive and CSO will be adequately trained and demonstrate competence in safety management. The CSO will also establish and implement training at all levels of the organization to support SMS implementation. This training will be consistent with FTA requirements under the PTASP Final Rule, and the CSO will monitor and document training competencies for all employees.

The City of Norman requires its employees and contractors with direct safety responsibilities to be adequately trained and demonstrate competency in the aspects of safety management applicable to their roles and responsibilities. The City's Safety Policy provides minimum safety requirements by job function for its employees and contractors. The City will provide oversight to ensure its transit contractor is

implementing a safety training program that meets the requirements described in Section 5.2 of this ASP and in the City's Safety Policy. The City also requires the following:

- All operators are trained, certified or licensed to operate assigned vehicles and equipment, including both in-service and classroom training.
- Supervisors are appropriately trained in safety, accident prevention and investigation.

Refer to policy 001-3 in the City of Norman Safety Manual for the City's safety training policy and additional detail on safety training requirements.

5.3 Contractor Safety Program

The City of Norman procurement department will evaluate all contracts for safety impacts and include safety-related procurement language and specification requirements, as applicable. Any contractors will demonstrate job-appropriate training and competencies that meet or exceed the requirements of City of Norman.

CITY OF NORMAN ADDENDA

CITY OF NORMAN

201 W Gray St.
Norman, OK 73069

Safety-Related Agency Documents

The City of Norman and its transit contractor maintain the following safety-related documents:

- City of Norman Drug-Free Workplace Policy, 300-25 in Personnel Manual
- City of Norman Emergency Management Plan, 500-1, December 2015
- City of Norman Hazard Assessment Policy, Policy 100-1, November 2014
- City of Norman Safety Manual, August 2013, which includes the following:
 - City of Norman Safety Training Curriculum, Updated Continuously
 - City of Norman Security Policy, (No policy number) April 2019
 - City of Norman Vehicle Safety Policy, Policy 001-4, December 2018
- City of Norman development in cooperation with frontline employee representatives