

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

This Interlocal Agreement (“Agreement”) is made and entered into this **1<sup>st</sup>** day of **July, 2022 (Effective Date)**, by and between the Central Oklahoma Transportation and Parking Authority (“**COTPA**”) d/b/a **EMBARK**, a public trust (“**EMBARK**”), and the City of Norman, a municipal corporation (“**Norman**”), for the provision of Transit Services, in accordance with 74 O.S. § 1008.

**WITNESSETH:**

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

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

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

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

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

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

- Exhibit A – Scope of Services
- Exhibit B – FY 2023 Norman Transit Service Profile
- Exhibit C – FY 2023 Norman Transit Routes
- Exhibit D – FY 2023 EMBARK Responsibilities
- Exhibit E – FY2023 Scope of Vehicle Cleaning, Washing, and Fueling Services
- Exhibit F – FY 2023 Norman Responsibilities
- Exhibit G – Compensation
- Exhibit H – FTA Terms and Conditions
- Exhibit I – Norman Transit Fleet Description and Inventory
- Exhibit J – EMBARK PLUS Norman ADA Guide
- Exhibit K – EMBARK Rider Conduct & Exclusion Policy
- Exhibit L – EMBARK Advertising Policy
- Exhibit M – Sample Invoice
- Exhibit N – Sample EMBARK Norman Monthly Performance Summary Report

3. **TERM.** This Agreement shall take effect on July 1, 2022 and shall expire on June 30, 2023. This Agreement shall be auto renewable subject to the parties’ mutual agreement on the renewal year’s annual compensation amount and subject to annual appropriation of sufficient funding by the Norman City Council; however, this Agreement may be terminated as provided in Section 11 – Termination. The parties shall meet by April 1 every year to discuss any renewal year’s annual compensation amount and to present any other proposed amendments for the upcoming renewal year.
  - A. **Norman’s** City Manager or his designee may provide written request to renew the Agreement at least 180 days before the expiration date of June 30 of the respective year. Both **Parties** acknowledge and agree that any renewal must be formally approved by the respective governing bodies of both **Parties**.
  - B. In addition, this Agreement may be terminated as provided in Section 11 - Termination.
  
4. **SCOPE OF SERVICES.** **EMBARK** will provide Transit Services within the City of Norman service area as specified in **Exhibits A through E**.
  
5. **COMPENSATION, INVOICING, and PAYMENT.** For the services provided by **EMBARK** pursuant to this Agreement, **Norman** agrees to pay to **EMBARK** the compensation as specified in **Exhibit G**. The **Parties** acknowledge and agree that the compensation for the operation of monthly Transit Services and up-front public liability insurance premium (excluding Additional Costs and liability reimbursement funds as outlined below) during the Term of this Agreement **is not to exceed \$3,564,864.98 without** both **Parties’** prior written approval. **Parties** acknowledge that this annual not-to-exceed amount is the actual costs of the yearly insurance premium and an estimate of anticipated operational costs.
  - A. Compensation
    1. **EMBARK’s** estimated base cost to deliver fixed-route and paratransit services will be invoiced actual expenses related to the delivery of monthly Transit Services detailed in **Exhibits A through E**.
    2. Both Parties agree that such compensation outlined in **Exhibit G** is reasonable and necessary costs which will be incurred by **EMBARK** to provide the Transit

Services outlined in **Exhibits A through E**.

3. It is understood by the Parties that additional administrative and/or operational costs for providing Transit Services under this Agreement and/or increased service levels may require a written modification of the compensation amounts to sustain the requested increased administrative, operational, and/or service levels. Failure to fund the additional costs may result in **EMBARK's** suspension of Transit Services or delay of requested increased service levels until such funding becomes available.
4. **Norman** shall pay to **EMBARK \$184,670.98**, upon receipt of an initial invoice for actual costs of the public liability insurance premium for coverage from July 1, 2022 – June 30, 2023. **Norman** shall reimburse **EMBARK** the actual cost of deductibles or other out-of-pocket actual costs relating to payment of liability claims up to a maximum amount of **\$166,000** for incidents occurring from July 1, 2022, through June 30, 2023, and as outlined in Section 6. Liability and Insurance.
5. According to **EMBARK's** Transit Advertising Agreement, COTPA2019009PR, **EMBARK** will apply any **EMBARK** Norman Revenue Allocation received from its subcontractor to the monthly invoice submitted to Norman. Norman agrees that it alone will coordinate all installations and material/labor warranties for **EMBARK** Norman with **EMBARK's** subcontractor, Houck Transit Advertising. **EMBARK** will be responsible for the review and approval of advertisement in accordance with its Advertising Policy. The **EMBARK** Norman Revenue Allocation will only be applicable during the term of this Agreement. If this Agreement is no longer in effect, then the **EMBARK** Norman Revenue Allocation will also no longer be in effect. The Revenue Allocation was based upon **EMBARK** Norman's fixed route buses and paratransit vehicles.

#### B. Invoicing

1. **EMBARK** will submit an initial invoice to **Norman** on July 1, 2022, in the amount equal to one-and one-half months of estimated service and hold the monies be applied as a credit(s) to the final invoice(s) for the term of the Agreement. The initial invoice will also include the full public liability insurance premium of **\$184,670.98** for one year. Should the insurance policy be cancelled prior to June 30, 2023, **EMBARK** shall refund to **Norman** the amount of any refunded premium.
2. Thereafter, **EMBARK** will submit a routine monthly invoice as depicted in **Exhibit M** for the previous month. The first routine invoice will be provided to **Norman** in August 2022, for services rendered in July 2022. Invoicing will be for actual costs incurred, any approved Additional Costs, and the administrative fee. Monthly invoices shall also include any requests for reimbursement of the actual cost of deductibles or other out-of-pocket actual costs as outlined in Section 5(A)(4).

#### C. Payment

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

### 6. LIABILITY AND INSURANCE. **EMBARK** and **Norman** agree that each will be responsible

for their own acts and omissions subject to the provisions and limitations of the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.* **Norman** acknowledges that **COTPA** d/b/a **EMBARK** is a separate and distinct legal entity from the City of Oklahoma City and recognizes that the City of Oklahoma City is not responsible for the public Transit Services provided to **Norman** by **EMBARK**.

- A. **EMBARK** agrees to maintain public liability insurance and to list **Norman** as an additional insured, insuring **Norman** and its agents against all legal liability for injury to persons (including wrongful death) and property damages resulting directly from **EMBARK**'s own negligent acts and omissions, including those of its officers, agents, representatives, or employees in performance of its obligations under this Agreement for Transit Services. The public liability insurance coverage shall have liability in amounts of not less than **EMBARK**'s maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time and currently set at \$1,000,000 per occurrence, \$175,000 per bodily injury, and \$25,000 for property damages. A certificate of insurance and a copy of the insurance policy shall be furnished to **Norman**. The parties agree and acknowledge that failure to obtain and maintain such public liability insurance shall be considered a material breach of this Agreement.
- B. **Norman** agrees to maintain either self-insurance or insurance coverage on **Norman**'s public transit fleet and any facility it owns for its own negligent acts or omissions, including those of its officers, agents, representatives, or employees in performance of its obligations under this Agreement resulting in injury or property damage to third parties. The self-insurance coverage or policy of insurance shall have liability in amounts of not less than **Norman**'s maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time and currently set at \$1,000,000 per occurrence, \$125,000 per bodily injury, and \$25,000 for property damages. The parties agree and acknowledge that failure to obtain and maintain such self-insurance or policy of insurance shall be considered a material breach of this Agreement.
- C. Damage to **Norman**'s vehicles, equipment, or real or other property while under the care, custody, or operation of **EMBARK** and its employees or agents, if determined not to be the result of **Norman**'s or a third-party's negligence, shall be tracked and deducted from the total maximum **\$166,000** liability reimbursement costs amount identified in Section 5(A)(4), unless and until such amount is exhausted. All deductions must be agreed upon by both Parties and reported monthly. If any monies are remaining from the **\$166,000** total at the end of the contract term, those funds will be set aside and held in reserve by **Norman** until June 30, 2024. The **Parties** acknowledge and agree that in the normal course of business in operating a public transit service, minor damage, including, but not limited to, window, mirror, paint and rim damage, to the vehicles operating the service is a usual and customary expense and part of the day-to-day cost of operation. Minor damages to **Norman**'s property occurring as a result of normal daily public transit operations resulting in damage of up to **\$1,500.00** in any single occurrence shall be treated as a routine maintenance expense, and any corresponding repairs costs shall be borne by **Norman** and not deducted from the **\$166,000** amount. If such damage costs to **Norman**'s vehicles, equipment, or real or other property exceed **\$15,000.00**, then the parties will meet to discuss an incident prevention plan. **Norman** and **EMBARK** agree to develop and implement reporting procedures and a tracking system.

- 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 this Provision is solely for the benefit of the Parties and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
  - G. No Waiver of Immunity. Each Party agrees that neither Party waives any governmental immunity available to the Party under Oklahoma and all other applicable law and without waiving any available defenses under Oklahoma and all other applicable law. Further, the Parties do not waive, and neither Party deems to have waived any other immunity or defense that would otherwise be available to each Party as a local governmental entity and or political subdivision of the State of Oklahoma.
7. **FORCE MAJEURE. EMBARK** will not be held in default of this Agreement if Transit Services are prevented from being performed hereunder by conditions beyond its control, such as, but not limited to, Acts of God, pandemic, strikes, war, terrorism, or other emergencies making performance impossible or illegal.
8. **COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS.** The parties agree that specific FTA Terms and Conditions apply to this Agreement. These FTA Terms and Conditions are attached hereto as **Exhibit H** and incorporated herein by reference. These Certifications and Assurances for Federal Transit Administration Assistance Programs are certified annually by **Norman** and will be included in this Agreement upon execution by **Norman**. Certain provisions of these FTA Terms and Conditions are applicable severally or jointly to the parties to this Agreement.
- A. **Norman** agrees to comply with the requirements, and execute all corresponding Assurances, in **Exhibit H** as applicable. **Norman** shall comply with all Federal and State laws and regulations, Executive Orders, FTA Circulars, FTA Terms and Conditions, and other applicable State and Federal requirements when carrying out Federally-funded projects, including, but not limited to, civil rights, environmental impact analyses, procurement, real property acquisition, planning, and the inclusion of Federally-funded projects in the metropolitan Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).
  - B. **EMBARK**, as an independent contractor, will comply with all applicable Federal and State laws and regulations, Executive Orders, FTA Circulars, FTA Terms and Conditions, and other applicable State and Federal requirements pertaining to **Norman's** federally funded projects.
  - C. The parties agree that any State or Federal term, condition, or requirement which conflicts with any provision of this Agreement and or local directive or requirement shall take precedence over any such stipulation or provision of this Agreement. **EMBARK** understands and acknowledges that **Norman** is relying on **EMBARK's** consultation based upon its particular expertise in public transit and corresponding State and Federal laws and regulations and is to provide consultation services accordingly. **Norman** agrees that it will implement the FTA's drug and alcohol rules and testing procedures, Management Information System, appropriation systems, and reporting for a small urban system to capture the financial and non-financial information required by the FTA's National Transit Database.

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

to be provided in accordance with this Agreement. In accordance with this Agreement, **Norman** will continue to inspect, repair, maintain, secure, and store the leased vehicles at **Norman's** sole cost.

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

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

**16. MISCELLANEOUS.**

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

**Central Oklahoma Transportation and Parking Authority**

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

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

**City of Norman**

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

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

- B. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Oklahoma, without giving force and effect to its choice of

law provisions, and the United States of America. Any legal action in connection with this Agreement shall be filed in the District Court of Cleveland County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma.

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



and their legal representatives and permitted assigns.

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

- J. **Severability.** If any provision(s) of this Agreement, or the application thereof, is determined for any reason and to any extent to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The remainder of this **Agreement** and the application of such Provision (s) will be interpreted to reasonably effect the intent of the parties hereto.
- K. **Counterparts.** This **Agreement** may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute the same instrument.
- L. **Effective Date.** The Effective Date of this Agreement is July 1, 2022.
- M. **Anti-collusion.** **EMBARK** warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **EMBARK** to solicit or secure this Agreement. **EMBARK** further warrants that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for **EMBARK**, any fee, commission, percentage, gift or any other consideration, contingent or resulting from the award of this Agreement.
- N. **Captions.** The captions, titles, and headings contained herein are for convenience of reference only and do not control the interpretation of any provision herein.
- O. **Separate Entities/Independent Contractor.** **Norman** and **EMBARK** shall remain separate legal entities, and no other or different legal or administrative entity is created by any cooperation and coordination of authority or responsibility of **Norman** or **EMBARK** by this Agreement. The employees of **EMBARK** are not considered employees of either **Norman** or The City of Oklahoma City, for any purpose. All employees and agents acting for **EMBARK** or **Norman** under this Agreement will, at the time of such action, be an employee or agent of their respective public agency.
- P. **Administrator.** Both parties agree that the Administrator of **COTPA** is authorized to administer this Agreement on behalf of **EMBARK**. **EMBARK** authorizes its Administrator to effectuate **Norman**'s service changes, by amending the Scope and Compensation, which are identified in this Agreement and its Exhibits, which are communicated in writing in **EMBARK**. **Norman**'s City Manager or his designee is hereby authorized to administer this Agreement on behalf of **Norman**.
- Q. **Labor protection.** The parties recognize that **EMBARK** public transportation system employees enjoy certain protective arrangements as stipulated in the 49

U.S.C. 5301 et. seq., and other public laws, such protective arrangements being included in a collective bargaining agreement and agreements pursuant to 49 U.S.C. 5333(b) as amended, (formerly Section 13(c)) and implementation regulations. The **Parties** agree that such protective arrangements shall remain in full force and effect, as they may exist or as they may be modified in future Federal grant contracts, Agreements pursuant to 49 U.S.C. 5333(b), as amended, or collective bargaining Agreements, all of which are subject to the laws of the State of Oklahoma. The **Parties** acknowledge and agree that **Norman** is not a party to such collective bargaining agreements and shall have no obligations under them whatsoever.

- R. **Record Retention and Reporting.** **EMBARC** and **Norman** are required to retain and maintain any and all records which are created as a result of this Agreement and/or public transportation.
- S. **Audit and Access to Records.** **Norman** and **EMBARC** have the right to access, inspect, and examine any books, papers, policies, procedures, programs, grant fund expenditure programming and TIP, and records of the other party relative to this Agreement. Failure to provide the requested information may result in termination of the Agreement. This right to audit and access to records only applies to records pertaining to the Agreement and compliance with such Agreement and does not apply to vendor records beyond the scope of this Agreement. The right to audit and access records includes any and all records regarding **Norman's** public transportation services, including, but not limited to, operations, procurement, storage, safety, maintenance, FTA compliance, and funding.

## 17. SERVICE CHANGES

- A. **General.** Changes to Transit Services provided under this Agreement or the Scope of Work may only be made by advance written change notification from **Norman** to **EMBARC** in accordance with this Section, except in cases of a declared emergency. Orally dictated service change orders are not permitted.
- B. **Process:**
1. Any service change proposed by **Norman** shall be communicated to **EMBARC** in writing, identifying the change, and specifying the effective date. **EMBARC** shall be given ten (10) business days after receipt of a written service change notice from **Norman**, to provide **Norman** a response identifying any impact of such change on operations, and by identifying any feasibility problems **EMBARC** believes will be created by the proposed change. The proposed amendment shall thereafter be accepted or modified through discussions between **EMBARC** and **Norman** or designee.
  2. Subsequent to any discussions on a service change notice, **Norman** will make a final decision and direct **EMBARC** to implement the service change. **Norman** will give at least four (4) weeks' notice before any service change unless circumstances do not allow for such a notification timeframe.
  3. All service changes will comply with FTA regulations and requirements for public

notice and comments, as applicable.

- C. **Special Service Hours.** **Norman**, in its discretion, may request **EMBARK** to operate Special Service Hours that are in addition to the routes outlined in **Exhibit B and Exhibit C**. Any such request shall be made in writing and shall be made not less than (5) five days in advance of the date the Special Services will be needed. Under this Agreement, **Norman** may request Special Services upon shorter notice or request period and **EMBARK** agrees it will make a good faith effort to provide such services within the timeframe requested, but not to the detriment of **Norman** Transit Services. **EMBARK** shall provide, if requested, up to twelve (12) hours quarterly (cumulative by fiscal year) of Special Service hours for Marketing and other services and activities at no additional cost to **Norman**.

The remainder of this page is intentionally blank.

WITNESS THEREOF, this **Agreement** is entered into this \_\_\_\_ day of June, 2022.

**CITY OF NORMAN, OKLAHOMA**

\_\_\_\_\_  
Mayor Brea Clark

Attest: \_\_\_\_\_  
Brenda Hall, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of June, 2022.

\_\_\_\_\_  
Assistant City Attorney

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

Attest:

CENTRAL OKLAHOMA TRANSPORTATION  
AND PARKING AUTHORITY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

REVIEWED for form and legality

\_\_\_\_\_  
Assistant Municipal Counselor

## EXHIBIT A

### Scope of Services

During the term of this Agreement, **EMBARK** will operate public transportation services as defined as fixed-route and paratransit services to meet the transportation needs of **Norman**.

**Norman** grants to **EMBARK** such rights of access as are necessary for the operation of the public transportation services.

#### 1. MANAGEMENT

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

#### 2. OPERATING PERFORMANCE STANDARDS

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

#### 3. FIXED-ROUTE OPERATIONS

- a. **EMBARK** shall operate transportation service on a network of six existing fixed-routes represented in **Exhibit C**.
- b. In operating services, emphasis will be placed on maintaining courtesy to passengers, adequate training, policies designed to minimize employee turnover and maximize on-time performance, and otherwise carrying out all contractual obligations safely and reliably.
- c. **EMBARK** shall provide an adequate number of qualified personnel to provide trip planning, route, and schedule information from incoming customer phone calls from 7:30 a.m. to 8 p.m. on weekdays and from 8 a.m. to 4 p.m. on Saturdays.
- d. **EMBARK** will provide operation of the six fixed-routes, including, but not limited to, all aspects of service planning, training, scheduling, dispatching, supervising, driving, and customer engagement in accordance with the following **Route Profiles** detailed in **Exhibit B** and the **Route Maps** attached as **Exhibit C**.
- e. **EMBARK** will not operate fixed-route service on the following holidays: Independence Day, Monday, July 4, 2022; Labor Day, Monday, September 5, 2022; Thanksgiving, Thursday, November 24, 2022; Christmas Day, Sunday, December 25, 2022; New Year's Day, Sunday, January 1, 2023; Memorial Day, Monday, May 29, 2023.

#### 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 and mirror the fixed route service hours and days. **EMBARK Plus** will operate in Zone 1 from 7:00 a.m. to 10:00 p.m. Monday to Friday and 10 a.m. to 7 p.m. on Saturday. Zone 2 will operate from 7:00 a.m. to 7:00 p.m. on weekdays and Zone 2 will not operate on Saturdays.
- f. **EMBARK** shall be responsible for performing both stages of the eligibility evaluation process as necessary to determine the eligibility of each client for complementary ADA paratransit service; notifying the client of the determination within 21 calendar days of a completed application; and, in the event of eligibility, providing to the client an official notification. An applicant shall be certified as eligible if, and only if, a person’s functional ability prevents the use or navigation of fixed-route services.
- g. **EMBARK** will notify all ADA clients at least 120 calendar days before their certification expiration date. Clients seeking recertification will need to complete a recertification 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, Monday, July 4, 2022; Labor Day, Monday, September 5, 2022; Thanksgiving, Thursday, November 24, 2022; Christmas Day, Sunday, December 25, 2022; New Year’s Day, Sunday, January 1, 2023; Memorial Day, Monday, May 29, 2023.

#### 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

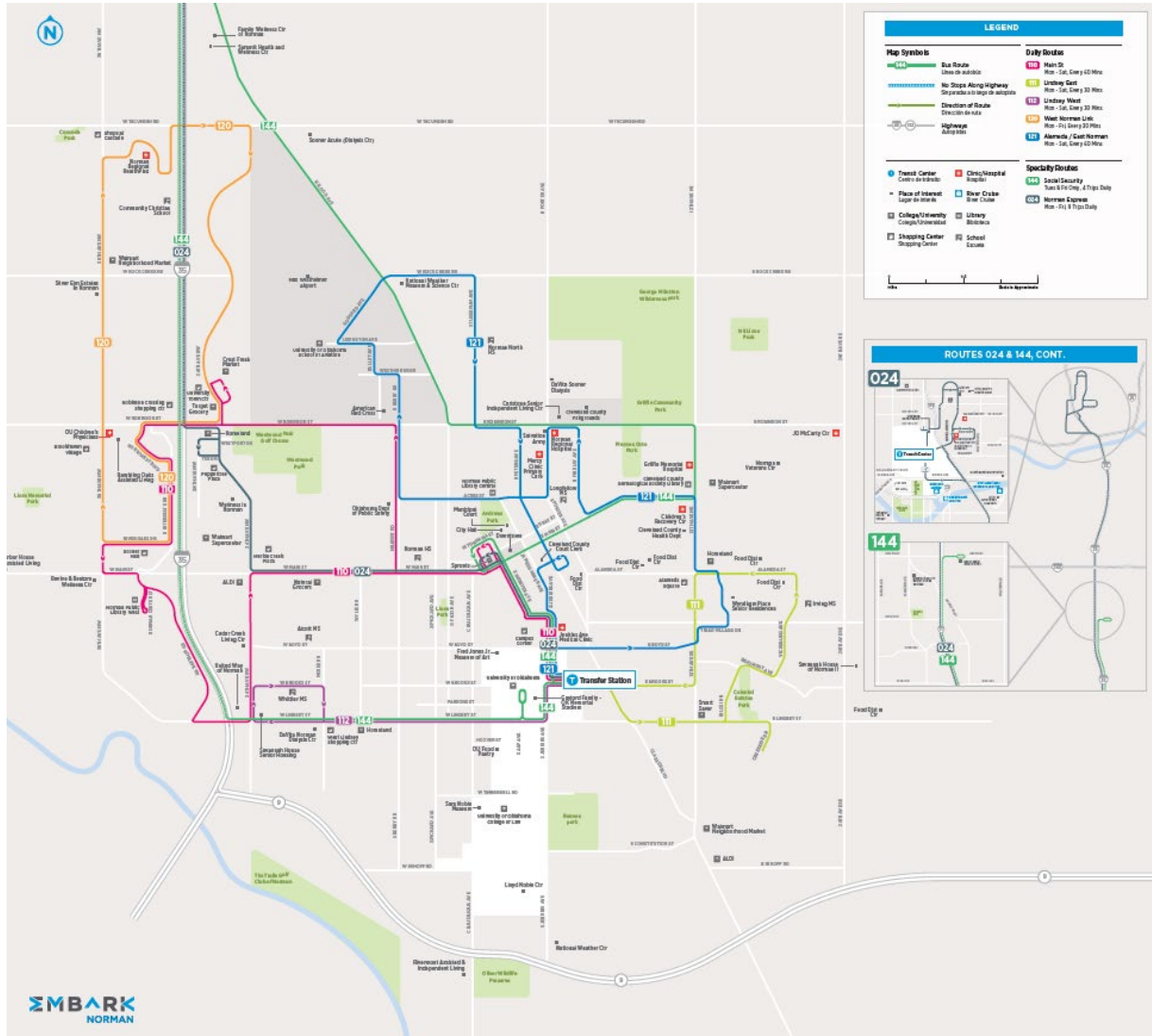
- a. **EMBARK** will coordinate with **Norman**, at **Norman’s** sole cost, to provide all related marketing services and programs and/or advertising services and programs for **Norman’s** public transportation services.

#### 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

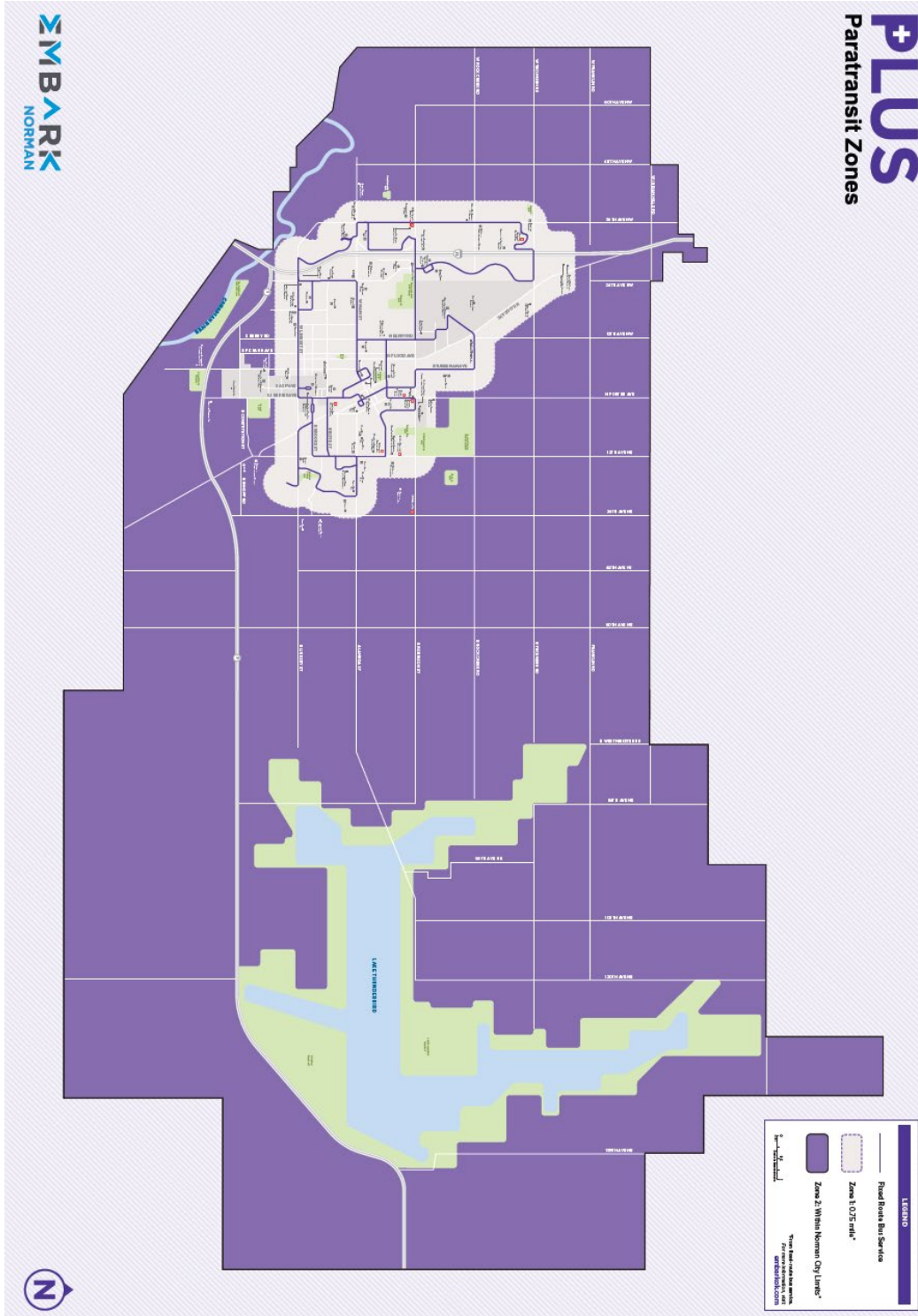
### Fiscal Year 2023 Norman Transit Service Profile





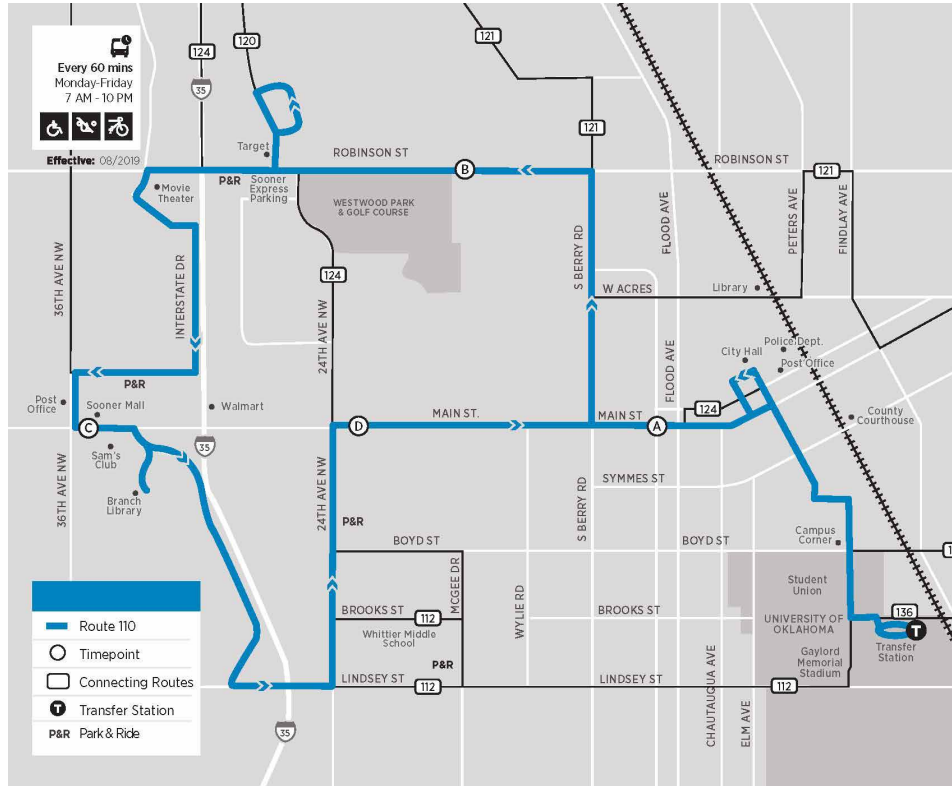
### EXHIBIT B

## Fiscal Year 2023 Norman Transit Service Profile



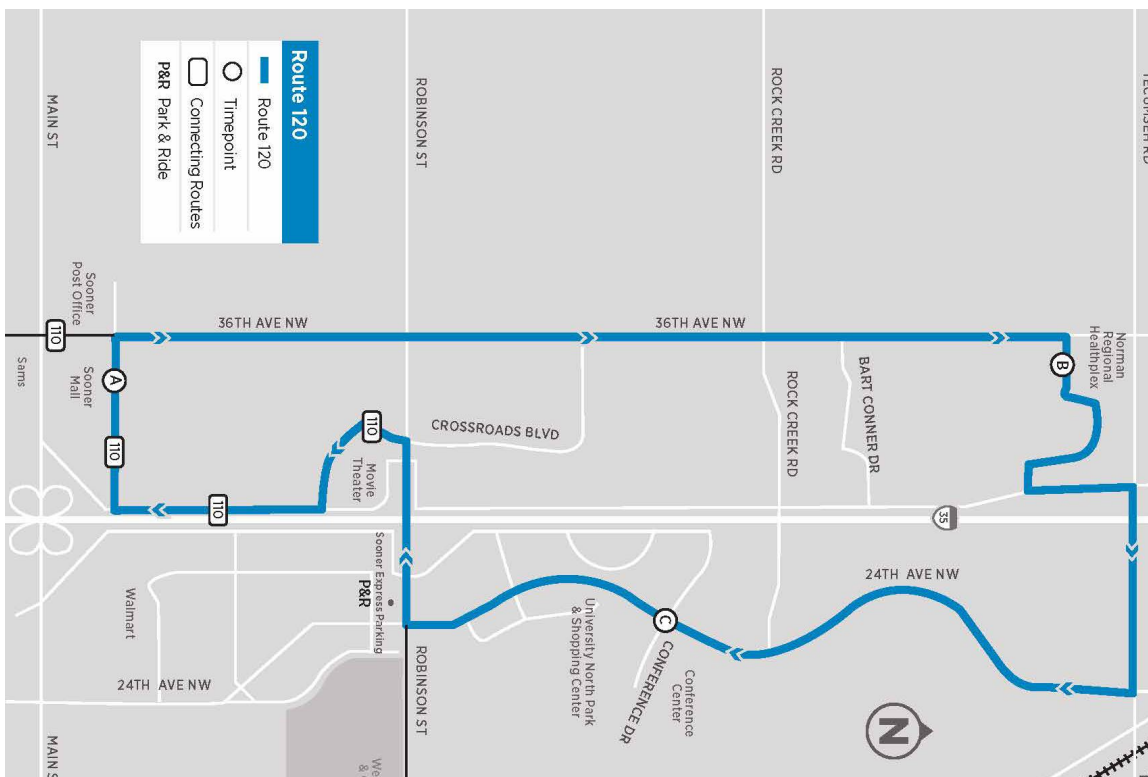
## EXHIBIT C

### Fiscal Year 2023 Norman Transit Routes



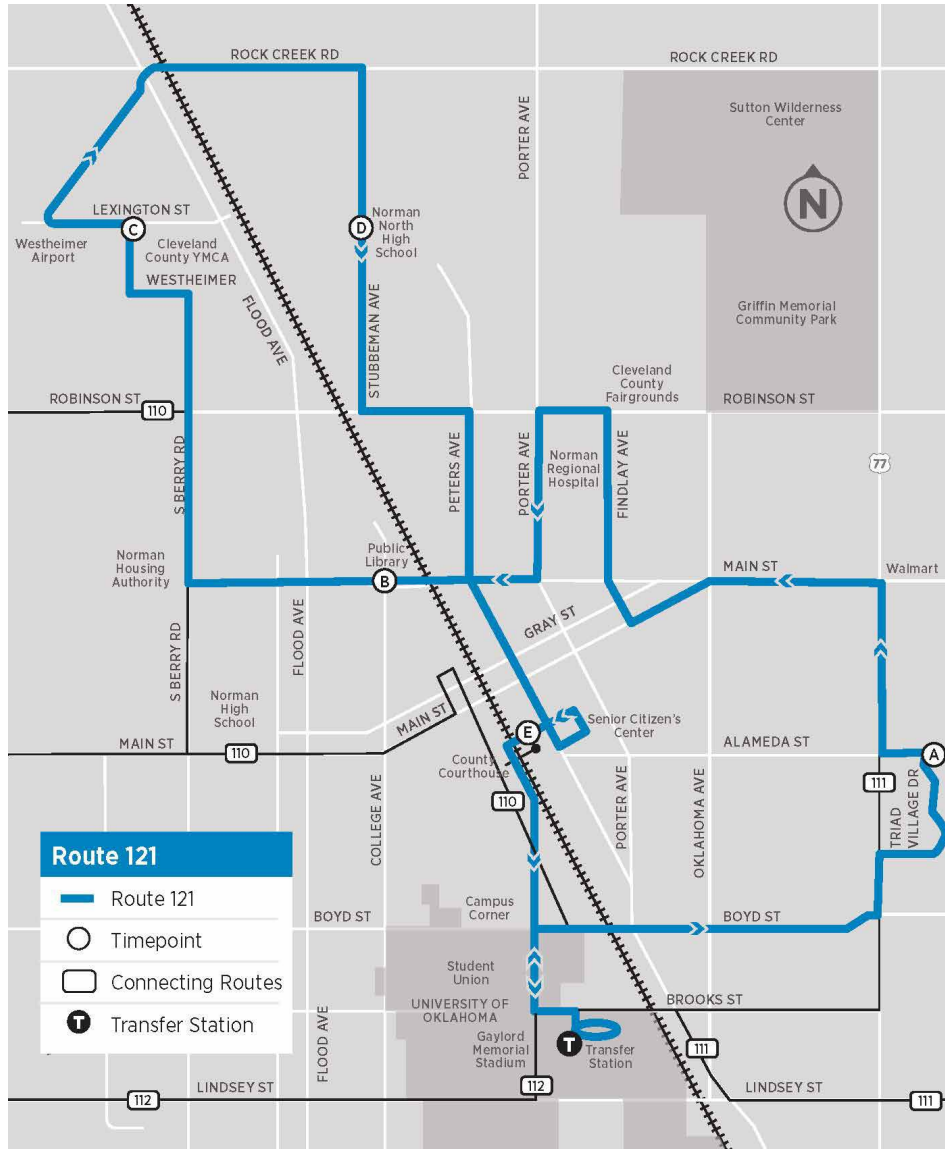
## EXHIBIT C

### Fiscal Year 2023 Norman Transit Routes



### EXHIBIT C

## Fiscal Year 2023 Norman Transit Routes



### EXHIBIT C

## Fiscal Year 2023 Norman Transit Routes



## EXHIBIT D

### Fiscal Year 2023 EMBARK Responsibilities

- A. **Norman** acknowledges and agrees that during the term of this Agreement, **EMBARK** is not responsible for expanding the public transportation services provided within the **Norman** service area beyond what is outlined in **Exhibit B**. The **Parties** agree that the following general responsibilities, including the Scope of Services outlined in **Exhibit B** are to be accomplished by **EMBARK** and shall be performed in accordance with all rules, regulations, and laws applicable to **Norman**:
1. **EMBARK** will be responsible for the overall management of operations for the **Norman** Transit Services program as outlined in **Exhibit B and Exhibit C**.
  2. **EMBARK** will assign a Program Manager as a liaison to **Norman** and its stakeholders and provide administrative program management of **EMBARK Norman**. Responsibilities include, but are not limited to, contract compliance, invoicing, project and service coordination, operations and maintenance oversight, procurement and solicitations, spokesperson, and consultation.
  3. **EMBARK** will provide technical support to **Norman**, including but not limited to, transportation planning, policy development and review, budget development and review, market research, transit service and ridership analysis, federal guidance, and maintenance guidance. This Agreement allows **EMBARK** to engage private sector contractors to perform planning and management services for the public transportation systems as may be determined beneficial and upon the approval of **COTPA**. Such third-party contractors shall require approval or notice in accordance with Section 16(I) – Assignability, Third-Party Beneficiary, and Use.
  4. **EMBARK** will provide administrative support to **Norman** including, but not limited to, personnel administration and recruitment, marketing and public information, community and customer engagement, information technology, training, security, and risk management. Said functions will be performed by **EMBARK** personnel under the supervision of the **COTPA** Administrator.
  5. **EMBARK** will 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**.
  6. **EMBARK** reserves the right to limit or modify Transit Services due to the Force Majeure provision, weekends, and holidays, including the following: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
  7. **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.
8. **EMBARK** will notify **Norman**'s Program Manager before action is taken associated with the Rider Conduct and Exclusion policy.
  9. **Norman** vehicles providing Transit Services shall be operated by an **EMBARK** operator duly licensed by the State of Oklahoma and in current possession of said license to operate vehicles for the type and size required by this Agreement. **EMBARK** shall ensure all operators assigned to vehicles with a capacity of sixteen (16) or more passengers, including the operator, have a valid commercial drivers' license and shall further comply with the rules for employees with commercial driver's licenses as specified by Oklahoma law.
  10. **EMBARK** will report all vehicular or customer incidents to Norman. All **EMBARK** investigation materials and finding reports will be shared with Norman within two business days of their completion.
  11. **EMBARK** will procure administrative technology equipment including, but not limited to, computers, VOIP phones, network hardware, software, mobile devices, printers or copiers, televisions or digital displays, and time clocks at **Norman**'s sole cost.
  12. **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**.
  13. **EMBARK** agrees to notify **Norman** promptly of any received customer or regulatory complaints, in whole, relating to the public Transit Services provided by **EMBARK** under this Agreement. A report of all regulatory, transportation system, and Transit Services shall be submitted to **Norman**'s Program Manager weekly.

## EXHIBIT E

### Fiscal Year 2023 Scope of Vehicle Cleaning, Washing, and Fueling Services

#### 1. STAFFING

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

Staffing shortage across the country are at an all-time high. **EMBARK** is experiencing similar situations with the hiring of Service Crew Techs. **EMBARK** will make efforts to hire current **Norman** staff to fulfill the duties outlined.

#### 2. CONTRACT DUTIES

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

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

#### 3. ASSUMPTIONS

- **Norman** will provide and maintain the Power Washing Equipment Trailer and Service Truck.
- **Norman** will provide all storm water permits if required.
- **Norman** will provide the fogging equipment listed above and current materials on hand. **EMBARK** will purchase the replacement supplies for fogging.
- **EMBARK** will provide the supplies, such as rags, soap, and brushes needed to perform washing.
- **Norman** will provide access to fueling facilities for all fueling, including the fuel for the provided service truck and power washing equipment.
- **EMBARK** will provide uniforms and uniform cleaning services.
- **EMBARK** will clean every bus and para transit vehicle’s front, rear and wheels every day.
- **EMBARK** will clean every bus and para transit vehicle’s interior to include trash removal, sweeping, and all surfaces wiped down every day.
- **EMBARK** will perform a full exterior wash per the schedule, “*Washing Cycle*.”



**Vehicle Cleaning, Washing, and Fueling - Employee Work Schedule**

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

**Washing Cycle Schedule**

City of Norman Transit Vehicles - July 1, 2022											
Fuel Type	Equip. No.	Yr	Make	Model	SU	MO	TU	WE	TH	FR	SA
D	5-0314	2003	NEW FLYER	D40LF			X		X		
D	5-0319	2003	NEW FLYER	D40LF		X		X			
D	5-0703	2007	GILLIG	MB		X		X			
D	5-0704	2007	GILLIG	MB			X		X		
D	5-0705	2007	GILLIG	MB		X		X			
C	5-0930	2009	Chevy/Glaval	C4500/Titan			X		X		
C	5-0931	2009	Chevy/Glaval	C4500/Titan		X		X			
C	5-0932	2009	Chevy/Glaval	C4500/Titan			X		X		
C	5-1028	2010	DAIMLER	LF 07.502			X		X		
C	5-1029	2010	DAIMLER	LF 07.502		X		X			
C	5-1533	2015	CHEVY	G4500 XPRESS		X		X			
C	5-1906	2019	GILLIG	G31B			X		X		
C	5-1907	2019	GILLIG	G31B		X		X			
D	5-0864	2008	Ford/Glaval	E450			X		X		
C	5-0967	2009	Chevy/Glaval	C4500/Titan		X		X			
C	5-0968	2009	Chevy/Glaval	C4500/Titan			X		X		
U	5-1055	2010	Dodge	ADA Caravan		X		X			
D	5-1308	2013	Chevy	G4500 Express			X		X		
C	5-1370	2013	Ford/Glaval	E450			X		X		
C	5-1371	2013	Ford/Glaval	E450		X		X			
C	5-1472	2014	Ford/Glaval	E450			X		X		
C	5-1473	2014	Ford/Glaval	E450		X		X			
C	5-1474	2014	Ford/Glaval	E450			X		X		
C	5-1475	2014	Ford/Glaval	E450		X		X			
U	5-1580	2015	Dodge	ADA Caravan			X		X		
U	5-1581	2015	Dodge	ADA Caravan		X		X			
C	5-2065	2020	Dodge	3500			X		X		
U	5-1048	2010	Dodge	Caravan			X		X		
U	5-1041	2010	Dodge	Caravan		X		X			
U	5-5367	2009	Chevy	1500 P/U		X		X			

## EXHIBIT F

### Fiscal Year 2023 Norman Responsibilities

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

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

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

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

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

**EXHIBIT G**

**Compensation**

**1. OPERATION OF TRANSIT SERVICES**

- a. **Norman** shall fully reimburse **EMBARK** for the reasonable and necessary costs of contracting for the delivery of Transit Services as detailed in **Exhibits A through E**.
- b. The total compensation for the operation of monthly Transit Services and up-front public liability insurance premium during the term of this Agreement shall not exceed **\$3,564,864.98** without both Parties' prior written approval. **Norman** shall pay to **EMBARK \$184,670.98** upon receipt of an initial invoice for actual costs of the public liability insurance premium for coverage from July 1, 2022 – June 30, 2023. Should this insurance policy be cancelled during prior to June 30, 2023, **EMBARK** shall refund to **Norman** the amount of any refunded premium. The estimated budget for Transit Services outlined in **Exhibits A through E** are as follows:

<b>Transit Services</b>	<b>\$3,045,220.00</b>
<b>11% Transit Services Administration Fee</b>	<b>\$ 334,974.00</b>
<b>Liability Insurance Premium &amp; Claims</b>	<b>\$ 184,670.98</b>
<b>Total Estimated Transit Services Budget</b>	<b>\$3,564,864.98</b>

- c. **EMBARK** will invoice **Norman** monthly for the applicable costs incurred by delivering monthly Transit Services, including an 11% administrative fee for compensation to **EMBARK** for program management. Included in the estimated budget are Advertising and Promotion costs for the promotion of Saturday service and OU Game Day communications as well as Event Setup costs for moving the transfer station on OU game days to a temporary site needing some basic amenities, such as covered waiting areas, a health facility, and signage.
- d. **Norman** shall reimburse **EMBARK** the actual cost of deductibles or other out-of-pocket actual costs relating to payment of liability claims up to a maximum amount of **\$166,000.00** for incidents occurring from July 1, 2022, through June 30, 2023. Damage to **Norman's** vehicles, equipment, or real or other property while under the care, custody, or operation of **EMBARK** and its employees or agents, if determined not to be the result of **Norman's** or a third-party's negligence, shall be tracked and deducted from the total maximum **\$166,000.00** liability reimbursement costs amount identified in Section 5(A)(5), unless and until such amount is exhausted. All deductions must be agreed upon by both Parties. If any monies are remaining from the **\$166,000.00** total at the end of the contract term, those funds will be set aside and held in reserve by **Norman** until June 30, 2023. The **Parties** acknowledge and agree that in the normal course of business in operating a public transit service, minor damage, including, but not limited to, window, mirror, paint and rim damage, to the vehicles operating the service is a usual and customary expense and part of the day-to-day cost of operation. Minor damages to **Norman's** property occurring as a result of normal daily public transit operations resulting in damage of up to **\$1,500.00** in any single occurrence shall be treated as a routine maintenance expense, and any corresponding repairs costs shall be borne by **Norman** and not deducted from the **\$166,000.00** amount. If such damage costs to **Norman's** vehicles, equipment, or real or other property exceed **\$15,000.00**, then the parties will meet to discuss an incident prevention plan. **Norman** and **EMBARK** agree to develop and implement reporting procedures and a tracking system.

**Exhibit H**  
**FTA Terms and Conditions**

Attached on the following pages.

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

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

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

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

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

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

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



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

animals held for research, teaching, or other activities supported by this award of assistance.

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

## **1.2. Standard Assurances: Additional Assurances for Construction Projects.**

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

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

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

**1.3. Procurement.**

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

The applicant certifies that its procurement system complies with:

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

**1.4. Suspension and Debarment.**

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

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

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

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

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

The applicant certifies:

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

**1.6. American Rescue Plan Act Funding.**

The applicant certifies:

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

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

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

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

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

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

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

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

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

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

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

### **CATEGORY 4. LOBBYING.**

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

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

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

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

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

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

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

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

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

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

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

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

#### **5.1. Charter Service Agreement.**

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

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

#### **5.2. School Bus Agreement.**

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

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

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

#### **CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

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

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

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

##### **7.1. Rolling Stock Buy America Reviews.**

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

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

##### **7.2. Bus Testing.**

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

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



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

### **CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

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

The applicant certifies that it:

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

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

#### **CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

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

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

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

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

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

The applicant certifies that it:

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

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

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

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

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

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

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

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

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

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

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

The applicant certifies that:

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

### **CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

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

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

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

### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

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

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

**CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

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

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

**CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

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

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

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

**CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

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

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

- (a) Response time;

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

#### **CATEGORY 18. INTEREST AND FINANCING COSTS.**

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

The applicant certifies that:

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

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

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

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

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

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

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

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



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

**CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

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

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

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

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

Name of Applicant: \_\_\_\_\_

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

*Or,*

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

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

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

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\_\_\_\_\_  
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13 State of Good Repair Grants

\_\_\_\_\_  
\_\_\_\_\_

14 Infrastructure Finance Programs

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15 Alcohol and Controlled Substances Testing

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16 Rail Safety Training and Oversight

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17 Demand Responsive Service

\_\_\_\_\_  
\_\_\_\_\_

18 Interest and Financing Costs

\_\_\_\_\_  
\_\_\_\_\_

19 Cybersecurity Certification for Rail Rolling Stock and Operations

\_\_\_\_\_  
\_\_\_\_\_

20 Tribal Transit Programs

\_\_\_\_\_  
\_\_\_\_\_

21 Emergency Relief Program

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: \_\_\_\_\_

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

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

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

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT’S ATTORNEY**

For (Name of Applicant): \_\_\_\_\_

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

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Attorney for Applicant

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

**Exhibit I**

**Norman Transit Fleet Description and Inventory**

**City of Norman Transit Vehicles - July 1, 2022**

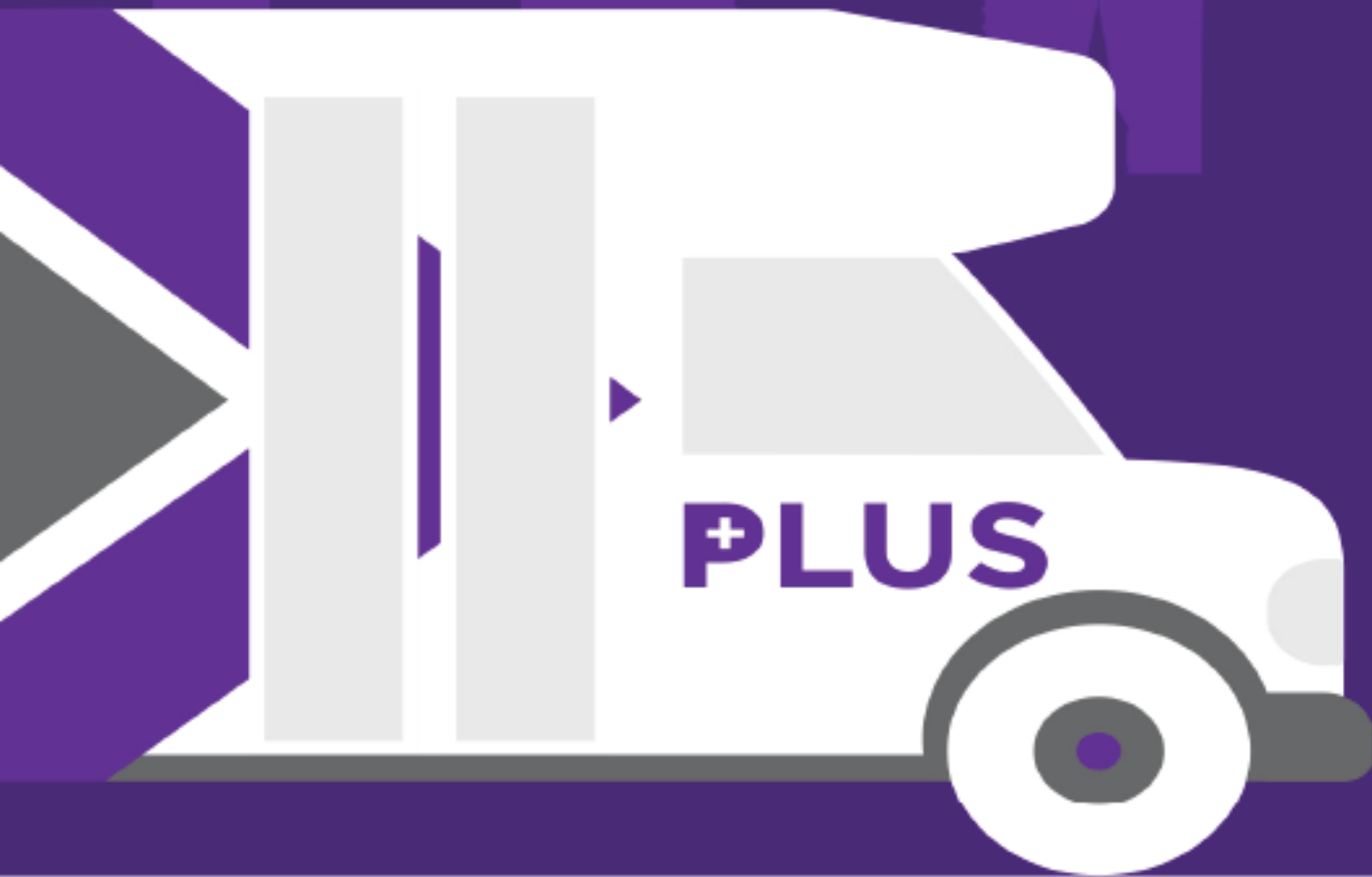
<b>Fuel Type</b>	<b>Equip. Number</b>	<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>VIN NUMBER</b>	<b>License</b>	<b>Title Holder</b>
D	5-0314	2003	NEW FLYER	D40LF	5FYD2LN193U025071	CI39316	City of Norman
D	5-0319	2003	NEW FLYER	D40LF	5FYD2LN193U025068	CI39315	City of Norman
D	5-0703	2007	GILLIG	MB	15GGE291571091335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

**Exhibit J**

**EMBARK Plus Norman ADA Guide**

Attached on the following pages.

# ΣMBARK PLUS



NORMAN  
ΣMBARK

# **WELCOME** TO EMBARK PLUS

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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

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

last updated 12/2020

# ELIGIBILITY & ENROLLMENT

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## 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](http://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

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### 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

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### 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

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## Mobility Device Requirements

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

## Customer Safety

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

## Plus Service Hours

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

## How to Contact EMBARK Plus Norman

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

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

## Holidays

Plus service is NOT available on the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

# HOW TO USE PLUS

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## Scheduling a Ride

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

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

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

## Ready Window & Customer Responsibilities

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

## Changing or Canceling a Reservation

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

# HOW TO USE PLUS

## Personal Care Attendants, Guests, and Companions

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

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

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

## Visitor Eligibility & Travel

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

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

# HOW TO USE PLUS

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## 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](http://embarkok.com), by calling 405-235-RIDE (7433), or upon request at the EMBARK Norman Offices.

## Traveling with Animals

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

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



# HOW TO USE PLUS

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## 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

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## 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](http://embarkok.com), by email to [mobilitymanagment@okc.gov](mailto:mobilitymanagment@okc.gov), by phone at (405) 235- RIDE (7433) or TTY 711, or by mail to:

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

**Exhibit K**

**EMBARK Rider Conduct and Exclusion Policy**

Attached on the following pages.



## **Customer / Individual Rules of Conduct Policy and Procedures**

**First Adopted November 15, 2013**

**Revised April 1, 2022**

### **I. Agency Overview**

Central Oklahoma Transportation and Parking Authority (COTPA, dba EMBARK) is a public trust of the City of Oklahoma City (City) and the major public transportation provider within the Oklahoma City metropolitan area. COTPA is the urbanized area's designated recipient of FTA funding.

### **II. Mission**

EMBARC's mission is to be a self-sustaining transportation network that removes barriers of location and socioeconomic status, while elevating the status and use of public transportation, so all of central Oklahoma can safely and quickly reach their destination.

### **III. Policy**

A. EMBARK is the public transportation and parking provider for its beneficiary, the City of Oklahoma City. As owner or lessee of the EMBARK Transit Vehicles, EMBARK Facilities and Properties which comprise the EMBARK transportation and parking systems and as authorized by 47 O.S. 15-116, as amended, is empowered to enforce its rules, policies, and regulations. EMBARK has established this Policy and these Procedures to promote the safety of the public and the customers, to facilitate the proper use of EMBARK Facilities and Properties, EMBARK Transit Vehicles, and EMBARK Services, to protect the public, the customers, EMBARK Facilities and Properties and Embark Employees and City employees, to assure the payment of fares and to ensure that EMBARK Transit Vehicles and EMBARK Facilities and Properties are safe, welcoming and provide equitable access for the public and the customers.

B. To promote such mission, EMBARK Services, EMBARK Facilities and Properties, and EMBARK Transit Vehicles are under video and audio

surveillance. Responses to Inappropriate Conduct and/or Illegal Conduct inside and outside of: EMBARK Transit Vehicles, EMBARK Facilities and Properties, or EMBARK Services are prescribed within this Policy. This Policy may be enforced by EMBARK Enforcement.

C. This Policy provides procedures for customer or individual exclusion/suspension and appeals. No customer or individual may engage in Inappropriate Conduct or Illegal Conduct during, on, at, or in EMBARK Services, EMBARK Transit Vehicles, and/or EMBARK Facilities and Properties. No customer or individual may interfere with the safety or safe operation of any EMBARK Services, EMBARK Transit Vehicle, and/or EMBARK Facilities and Properties. Customers and individuals shall always comply with the instructions of the EMBARK Enforcement regarding the EMBARK Services, EMBARK Transit Vehicles, and EMBARK Facilities and Properties and transit operation and matters of safety.

D. In addition, animals are prohibited during, on, at, or in EMBARK Services, EMBARK Transit Vehicles, and/or EMBARK Facilities and Properties. However, EMBARK recognizes the important role trained Service Animals provide to customers with disabilities to support their independence. Service Animals may accompany customers during, on, at, or in EMBARK Services, EMBARK Transit Vehicles, and/or EMBARK Facilities and Properties. Emotional Support Animals are not considered trained Service Animals under this policy. Customers wishing to travel with an Emotional Support Animal must apply, receive approval, and travel with a valid EMBARK ID indicating that approval. The customer is responsible for any damage, destruction, soiling or other harm caused by a Service Animal or an approved Emotional Support Animal.

E. In order to board the bus, any loose blankets or sleeping bags must be placed in a bag. If the customer does not have a bag, they will be given a disposable plastic bag during transportation. This policy does not supersede reasonable modifications as allowed by law.

F. 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 or these Procedures is deemed invalid, such determination shall not affect any other provision of this Policy or these Procedures. In addition, this Policy's and these Procedures' provisions are deemed severable. Neither this Policy nor these Procedures limits, waives, impedes, or impacts the application of any federal, state, or local law, rule or regulation, or prevent any law enforcement agency or entity from taking any lawful action against any customer or other person during, at, in, or on EMBARK Services, EMBARK Transit Vehicle, and/or EMBARK Facilities and Properties.

**IV. Overview**

No customer or individual may engage in Inappropriate Conduct and/or Illegal Conduct on, at or in EMBARK Services, EMBARK Transit Vehicle, and/or EMBARK Facilities and Properties, also including but not limited to, administrative, operation, parking, maintenance, boarding and waiting areas (i.e. bus, ferry, train, streetcar stops and/or shelters) of EMBARK Services.

**V. Definitions** – For the following defined terms the plural shall be deemed to include the singular and the singular to include the plural.

“EMBARK Administrator” means the Administrator appointed by the Central Oklahoma Transportation and Parking Authority (COTPA) to administer the business of the Trust

“EMBARK Security” means any hired private security personnel contracted as an independent contractor through EMBARK.

“Contractor” means an independent contractor contracted providing EMBARK support and/or EMBARK Services.

“EMBARC Enforcement” means anyone hired by EMBARK to perform security on, at or in EMBARK Services, EMBARK Transit Vehicles, and/or EMBARK Facilities and Properties.

“EMBARC Facilities and Properties” means all and/or any facility, property and/or equipment owned or managed by EMBARK, including, without limitation, Service Waiting Areas, ticketing structures, transit centers, stations, park-and-ride lots, transit centers, transit shelters, bus stops, streetcar stops, street furniture, public streets, parking locations 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 Services for the purpose of providing public transportation and parking services.

“EMBARC Services” means in accordance with Title 69 O.S. § 4005 (4), as amended, definition of public transportation which states “transportation services, facilities and equipment with multiple passenger capabilities, available to the public on a scheduled or demand basis including intercity, regional and city bus, minibuses, van pool, car pool and taxicab services, and commuter rail services together with ferry or other public transit services, whether operated by EMBARK or any governmental agency, private person, firm or corporation which is an EMBARK contractor or agent. EMBARK Services will include all of EMBARK Services which includes, but not limited to, fixed-route, paratransit, on-demand, demand response, social services, ferry, bicycle, streetcar, and parking.

“EMBARC Contractor” means an independent contractor contracting with EMBARK to provide EMBARK Services or to drive a EMBARK Transit Vehicle and the employees of the independent contractor. Neither the EMBARK Contractor nor any of its employees are EMBARK Employees, but rather are independent contractors by law.

“EMBARC Employee” means any part-time or full-time, temporary or regular, exempt or non-exempt, represented or non-represented person, including an

intern, of EMBARK or the City while acting within the scope of employment and within EMBARK policies and procedures.

“EMBARC ID” means a card issued by EMBARK that indicates approval for an EMBARK program such as qualification for reduced fare or approval to travel with an Emotional Support Animal.

“Emotional Support Animal” means a non-trained animal that is pre-approved by EMBARK to board with the owner showing a valid EMBARK ID for access to EMBARK Services, EMBARK Facilities or Properties, and/or EMBARK Transit Vehicles.

“Exclusion” (also called Suspension) means a customer, or an individual is restricted access to EMBARK Services, EMBARK Facilities and Properties, and/or EMBARK Transit Vehicles and that such customer or an individual may not enter, remain or utilize such Services, EMBARK Facilities and/or Properties and/or EMBARK Transit Vehicles during the term of the suspension

“Fare” means the monetary charges established by EMBARK for the use of its Services, EMBARK Facilities, Properties, and/or EMBARK Transit Vehicles.

“Fare media” means the print or digital methods by which fares are paid, issued by or on behalf of EMBARK for the payment of fare, including tokens, passes, cards, transfers, tickets, and vouchers.

“Harassing” means any extreme physical or verbal mistreatment, including, but not limited to, hitting, kicking, gestures, yelling, spitting, threatening, intimidation, assaults, slurs, cursing and sexual harassment (including, but not limited to, unwanted touching, comments or gestures of a sexual nature or because of their gender, sexual orientation or gender identity).

“Inappropriate Conduct” means including, but not limited to, any individual or group activity which is seriously disruptive damaging, destructive, Harassing, threatening or injurious to EMBARK Facilities and Properties, EMBARK Services, EMBARK Transit Vehicles and/or customers or individuals lawfully using and/or



Employees or Contractors operating EMBARK Services, EMBARK Facilities and Properties and/or EMBARK Transit Vehicles. Inappropriate Conduct may also constitute Illegal Conduct.

“Illegal conduct” means a violation of a federal, state and/or local law.

“Customer” means any person or individual occupying any EMBARK vehicle or on EMBARK Facilities or Properties.

“Service Animal” means a guide dog, signal dog, or other animal trained to perform tasks for the benefit of a person with a disability. The term Service Animal does not include a pet, or any other animal used for emotional support.

“Smoking” means the use and/or possession of a person of a lighted cigar, cigarette, pipe, or other smoking devices such as electronic cigarettes used for vaping tobacco, cannabis, or other plant or substance.

“Tobacco product” means any product made or derived from tobacco that is intended for human consumption such as cigarettes, cigarette tobacco, vaping tobacco, roll-your-own tobacco and smokeless tobacco, and also includes, but not limited to, any component, part of accessory of a tobacco product.

“EMBARK Transit Vehicles” means any Embark owned or operated bus, ferry, streetcar, trolley, paratransit, van, bicycle, taxicab, minibus, car, train, or other vehicle, whether operated by an EMBARK Employee or an EMBARK contractor.

“Service Waiting Areas” means 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, including the ticketing, boarding and waiting areas of public transit systems, bus, ferry, train, streetcar, stops and/or shelters.

“Authorized Beverage Containers” means any containers where the beverage is in a reusable, leak-proof container with a resealing lid; provided that glass containers are not Authorized Beverage Containers.

**VI. Inappropriate Conduct and/or Illegal Conduct Using EMBARK Services, Facilities and Properties or EMBARK Transit Vehicles**

- A. For any of the following Inappropriate Conduct, the customer will be given a first warning by EMBARK Security. EMBARK Contractor or an EMBARK employee not to engage in the Inappropriate Conduct or Illegal Conduct. If the customer does not comply with the warning and continues the Inappropriate Conduct or Illegal Conduct such conduct, an EMBARK Security, an EMBARK Contractor, or an EMBARK Employee is authorized and may elect to order the individual to immediately leave EMBARK Facilities and Properties or EMBARK Transit Vehicle. Any individual, who declines to leave EMBARK Facilities and Properties or EMBARK Transit Vehicle after being ordered to do so by EMBARK Security, an EMBARK Contractor, or an EMBARK Employee, may be subject to exclusion/suspension and/or citation, arrest and/or prosecution for trespassing and or disorderly conduct.
- B. Continuous or repeated violation may result in Exclusion/Suspension from all EMBARK Services, EMBARK Facilities and Properties, and/or EMBARK Transit Vehicles for one or more days. See Exclusion/Suspension Policies and Procedures.
- C. Any EMBARK Employee is authorized to request police assistance, if necessary.
- D. One or more violation may also cause EMBARK to seek other or additional legal actions may be taken as applicable and appropriate to protect the other customers, the public, EMBARK Security, an EMBARK Contractor, or an EMBARK Employee.

E. Violations include Inappropriate Conduct and Illegal Conduct, as defined above, but also include, but are not limited to:

**Level 1 (1-30 days) Violations:**

- (a) Children six (6) years of age and under must be closely accompanied at all times by an individual at least twelve years of age;
- (b) Intentionally spitting, vomiting, urinating, or defecating on EMBARK Facilities and Properties or EMBARK Transit Vehicles, with the exception of proper use of public restroom facilities. This does not apply to an individual who cannot comply as a result of disability. In addition, after multiple warnings and no care taken to resolve the issue or contain the biohazard this violation becomes a Level 4 violation;
- (c) Roller-skating/blading, skateboarding or a using a scooter at EMBARK's Transit Center or EMBARK Facilities and Properties. This violation also includes parking garages;
- (d) Smoking or use of any tobacco or marijuana within 25-feet of EMBARK Facilities and Properties, EMBARK Transit Vehicles, or while using EMBARK Services, this includes Service Waiting Areas.
- (e) Hanging or swinging from stanchions or placing feet or shoes on seats, walls or furnishings of EMBARK, or at EMBARK Facilities and Properties, or EMBARK Transit Vehicles;
- (f) Hanging hands, arms, legs outside of an EMBARK Transit Vehicle window or off the side of a ferry boat. In addition, this violation becomes a Level 2 after repeated violations;
- (g) Refusal to present valid EMBARK ID upon request of EMBARK Security, an EMBARK Contractor, or an EMBARK Employee;
- (h) Refusing to pay fare or refusing to present valid, un-expired pass upon request of EMBARK Security, an EMBARK Contractor, or an EMBARK Employee;
- (i) Eating on EMBARK Transit Vehicle or in designated prohibited areas, except when upon request of EMBARK Security, an EMBARK Contractor, or an EMBARK Employee, customer demonstrates eating is required to address a medical condition;

- (j) Unauthorized Beverage Containers are not allowed on EMBARK Facilities and Properties or EMBARK Transit Vehicles; this does not apply when upon request of EMBARK Security, an EMBARK Contractor, or an EMBARK Employee, individual demonstrates drinking is required to address a medical condition;
- (k) Using an audio or media playing device without earphones including but not limited to portable radio, phone, laptop, tablet, CD player, TV, etc.;
- (l) Inappropriate personal hygiene that presents an immediate health threat or biohazard to others;
- (m) Unauthorized panhandling, loitering, canvassing, selling, soliciting or distributing any material on EMBARK Facilities and Properties or EMBARK Transit Vehicles;
- (n) Changing a diaper or other personal hygiene products on EMBARK Facilities and Properties or EMBARK Transit Vehicle, with the exception of public restroom facilities;
- (o) Trespassing on designated non-public areas of EMBARK Facilities and Properties or EMBARK Transit Vehicles, including, but not limited to, staging areas, work areas and equipment rooms. In addition, except when authorized by an Employee; repeated violation becomes a Level 2 violation;
- (p) Not wearing or removing shoes, shirt or pants, except non-ambulatory passengers and except for infants that are being carried;
- (q) Bringing on-board any large articles, packages, baggage, carts, non-collapsible strollers or baby buggies that block walkways or restricts the access to or free movement of customers through walkways, doorways or on EMBARK Transit Vehicles. Children in strollers may remain in the stroller if secured and as long as the stroller does not block doors or walkways in EMBARK Facilities and Properties or EMBARK Transit Vehicles and if stroller does not present a trip or fall hazard. Empty strollers must be collapsed and folded up.

**Level 2 (31-90 days) Violations**

- (a) Distracting the EMBARK operator or captain while operating respective EMBARK Transit Vehicles or performing EMBARK Services, which may

include, but not limited to distracting conversations, Inappropriate Conduct, or Illegal Conduct;

- (b) Opening any emergency exit at EMBARK Facilities or Properties or on a EMBARK Transit Vehicle during a non-emergency;
- (c) Standing in front of the yellow line at the front of the EMBARK Transit Vehicle near the operator's or captain's seat;
- (d) Engaging in Inappropriate Conduct, Illegal Conduct, or indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct, which causes or provokes a disturbance, but which does not include involuntary sounds resulting from a disability;
- (e) Bringing animals other than a trained Service Animal or EMBARK pre-approved Emotional Support Animal on EMBARK Transit Vehicles or EMBARK Facilities and Properties.
- (f) Refusing to use required safety restraints on EMBARK Paratransit Vehicles ; or refusing to allow EMBARK Employees to secure mobility device on EMBARK Transit Vehicles;
- (g) Unsafe conduct that interferes with or disrupts the safe operation of EMBARK Facilities or Properties or the EMBARK Transit Vehicles.
- (h) Use of profane and vulgar language directed towards any Customer Service Representative.

### **Level 3 (91-180 days) Violations**

- (a) Use of counterfeit or stolen fare media or money or EMBARK ID;
- (b) Disorderly conduct, committing any act which may create or incite to provoke a violent reaction of fear, anger or apprehension (includes threatening or harassing language);
- (c) Violating any municipal criminal laws while engaged in EMBARK Services, at or on EMBARK Facilities or Properties, or in EMBARK Transit Vehicles;
- (d) Refusing to leave EMBARK Facilities and Properties or EMBARK Transit Vehicle, after having been notified by an EMBARK Security, an EMBARK Contractor, or an EMBARK Employee or an Oklahoma City Police Officer;
- (e) Obstructing or interfering with the safe operation of EMBARK Facilities and Properties or EMBARK Transit Vehicles.

#### **Level 4 (181-365 days) Violations**

- (a) Being in possession of any flammable liquids, explosives, acid, toxic or poisonous substances; a vessel containing caustic materials, chemicals, alkalis or other article or material likely to cause harm to customers, the public, or to EMBARK Facilities and Properties, or to EMBARK Transit Vehicles;
- (b) Being in possession of as fishing rods which are not broken down or have unsecured or exposed hooks or lures; lawn or yard equipment; sheet glass or other exposed sharp object, article or material likely to cause harm to customers or individuals, the public, EMBARK Facilities and Properties, or to EMBARK Transit Vehicles;
- (c) Drinking alcoholic beverages or possessing open containers of alcoholic beverages on EMBARK Facilities and Properties or EMBARK Transit Vehicles;
- (d) Falsely representing oneself as eligible for a special or reduced fare, or obtaining any permit or pass related to EMBARK Services or EMBARK Transit Vehicles by making a false representation;
- (e) Violating any state laws while engaged in EMBARK Services, at or on EMBARK Facilities or Properties, or in EMBARK Transit Vehicles;
- (f) Intentionally spitting, vomiting, urinating or defecating on EMBARK Facilities and Properties or EMBARK Transit Vehicles, with the exception of proper use of public restroom facilities.
- (g) Being in possession of a vessel or other container containing a biohazardous material while engaged in EMBARK Services, at or on EMBARK Facilities and Properties, or in EMBARK Transit Vehicles;

#### **Level 5 (365 or more days) Violation**

- (a) Defacing, destroying or otherwise vandalizing EMBARK Facilities and Properties or EMBARK Transit Vehicles;
- (b) Escalated disorderly conduct, acts include but are not limited to: (a) assault and battery or threat of assault; (b) fighting, disorderly conduct, inebriated or drunk, or under the influence of narcotics;
- (c) Manufacturing, selling, distributing, delivering or possessing any controlled substance or counterfeit substance with the intent to manufacture,

sell, distribute or deliver a controlled substance on EMBARK Facilities or Properties or EMBARK Transit Vehicles;

(d) Violating any federal criminal laws while engaged in EMBARK Services, at or on EMBARK Facilities and Properties, or in EMBARK Transit Vehicles;

(e) Engaging in or soliciting sexual activity on EMBARK Facilities and Properties or EMBARK Transit Vehicles;

(f) Indecent exposure while using EMBARK Services, at or on EMBARK Facilities and Properties, or on EMBARK Transit Vehicles, provided this does not apply to breastfeeding with appropriate covering of breasts;

(g) Lighting an incendiary device (e.g. match, lighter, torch) or carrying a light cigarette, cigar, pipe, vape device or other material producing smoke inside EMBARK Facilities or Properties or inside EMBARK Transit Vehicles except that nothing herein shall prevent a person from carrying a cigarette, cigar or pipe lighter in a way that is not otherwise prohibited by law.

(h) Unholstering a firearm on EMBARK Services or on EMBARK Facilities or Properties or in or on EMBARK Transit Vehicles.

## **VII. Exclusion/Suspension Policies & Procedures**

### **Exclusion/Suspension**

Violations that occur while engaged in EMBARK Services, or while in or on EMBARK Transit Vehicles, or while at EMBARK Facilities and Properties, may be cause for police intervention, arrest and/or prosecution. Emergency situations can be defined as any situation in which a customer or an individual's actions present an imminent danger to the life or safety of himself/herself or others, while engaged in EMBARK Services, or while in or on EMBARK Transit Vehicles, or while at EMBARK Facilities and Properties. EMBARK Security, an EMBARK Contractor, and an EMBARK Employee are authorized to request police assistance. Individuals or customers found to have engaged in any misconduct or are in violation of this Policy will be excluded/suspended from all EMBARK Services, and/or entry at EMBARK Facilities and Properties and/or EMBARK Transit Vehicles for a minimum of one day to 365 days or more.

Those individuals covered under ADA rules must first be given a verbal warning unless that individual poses an immediate dangerous situation. The following are the Exclusion/Suspension Ranges based upon violation level.

### **Exclusion/Suspension Ranges**

Level	Days of Suspension
1	1 – 30
2	31 – 90
3	91 – 180
4	181 – 365
5	365 or more

### ***Exclusion/Suspension***

(a) Any customer or individual who violates this Rider Conduct Policy or any local state or federal law while receiving EMBARK Services or at an EMBARK Facilities or Properties and/or EMBARK Transit Vehicles, may be excluded from all or part of EMBARK Services, EMBARK Facilities and Properties and/or EMBARK Transit Vehicles for a period of time specified in the EMBARK Rider Conduct Policy, or Notice of Exclusion/Suspension provided.

(b) Any customer or individual to whom a Notice of Exclusion/Suspension was issued, regarding violation of the EMBARK Rider Conduct Policy, including but not limited to violation(s) of federal, state, or local law pertaining to an offense which occurred on or in EMBARK Services, EMBARK Facilities and Properties and/or EMBARK Transit Vehicles, who has received a citation for the same violation at three (3) or more times in the prior twelve (12) months is subject to a Level 5 exclusion/suspension.

(c) Any customer or individual excluded or suspended under the Rider Conduct Policy may not use EMBARK Services or enter EMBARK Properties and Facilities or use EMBARK Transit Vehicles during the period of exclusion or suspension, unless with express written permission of an authorized



EMBARC Employee (for instance, to attend the customer or other person's appeal hearing).

(d) Any customer covered under the ADA must submit a request to continue access during the suspension/appeal process

### ***Ejection***

(a) Any customer or individual who violates any provision of the EMBARK Rider Conduct Policy, including but not limited to any federal, state, or local law, may be ejected following such violation by order of an authorized EMBARK Employee. Further, such person may also receive a Notice of Exclusion/Suspension and be excluded or suspended from the EMBARK Services and/or EMBARK Facilities and Properties and/or EMBARK Transit Vehicles as provided in the procedures of the EMBARK Rider Conduct Policy.

(b) Ejection may occur immediately upon notice of violation is given to the customer by an EMBARK Employee, an EMBARK Contractor, an EMBARK Security or an Oklahoma City Police Officer. The customer may appeal such Ejection as provided below.

(c) ADA covered individuals are required, by law, to receive one warning prior to ejection. If the individual continues to break policy, then ejection may occur.

### **Rider Conduct Policy Procedures**

(a) Any customer or individual who violates the EMBARK Rider Conduct Policy may be immediately ejected, from an EMBARK Facilities and Properties and/or EMBARK Services and/or EMBARK Facilities and Properties, as specified in the EMBARK Rider Conduct Policy.

(b) EMBARK may issue an Exclusion/Suspension Order upon receipt of a written incident report from an EMBARK Employee, EMBARK Contractor, EMBARK Security, or an Oklahoma City Police Office.

(c) Failure to comply with a Notice of Exclusion or Notice of Suspension may result in additional violations of the EMBARK Rider Conduct Policy and/or criminal citation(s), including criminal trespass, disorderly conduct and other criminal and/or civil remedies.

- (d) The EMBARK Administrator is authorized to designate the EMBARK Employees who are authorized to issue Notice of Exclusion or Notice of Suspension due to violations of the EMBARK Rider Conduct Policy and other duties of the EMBARK Rider Conduct Policy.
- (e) A customer or individual receiving a Notice of Exclusion or Notice of Suspension shall have fifteen (15) working days from deliver of the Notice to appeal the Exclusion, Suspension or Ejection. If an appeal is not filed within ten (10) calendar days from delivery of the Notice of Exclusion or the Notice of Suspension, or in the case of ejection upon the commencement of the individual's Ejection, then the right to appeal is considered waived.
- (f) If EMBARK does not have an address, email, or any other contact information for the individual in order to provide a Notice of Exclusion or Notice of Suspension, then such individuals will be notified the next time the individual is seen in person at the EMBARK Facilities and Properties or the EMBARK Transit Vehicle.

**VII. *Non-Compliance with Ejection or Notice of Exclusion/Suspension Order – Trespassing***

If an individual subject to an Ejection or an Exclusion/Suspension Order boards an EMBARK Transit Vehicle or enters EMBARK Facilities and Properties, or utilizes EMBARK Services before the return date listed in the Notice of Exclusion or Notice of Suspension, the police may be called, and the individual may be subject to further action, up to and including arrest for trespassing.

**VIII. Appeal Procedures**

Any appeal by or on behalf of the individual subject to the Exclusion/Suspension Order, shall be submitted in writing to the Transit Exclusion Appeals Board within fifteen (15) working days after receipt of the Notice of Exclusion or Notice of Suspension, or the commencement of the individual's Ejection, whichever is earlier. Any such appeal must provide notice to:

EMBARK  
Transit Exclusion Appeals Board

2000 S May Ave  
Oklahoma City, OK 73108

Appeals may be submitted verbally by calling 405-235-RIDE (7433), by fax to 405-316-1683, or by email to: [jimmy.friend@okc.gov](mailto:jimmy.friend@okc.gov).

The individual's appeal must state with specificity the alleged facts surrounding the incident, the grounds for the appeal, the address and telephone number, if any, where the individual may be reached, and a request to modify or alter the Exclusion/Suspension. The Transit Exclusion Appeals Board will review the appeal and any request for temporary EMBARK Service. 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) working days after the appeal request has been received. 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 individual at least fifteen (15) working days prior to the hearing. After receipt of the appeal, an Individual with a disability is allowed to use EMBARK Services during the appeal period, provided that an appeal is submitted in a timely manner in accordance with the appeal submission period and the individual does not present an imminent threat to others. Exclusion/Suspension Orders and violations shall continue as specified pending an appeal, unless the Transit Exclusion Appeals Board finds that temporary EMBARK Service is warranted, and necessary under the circumstances. The Transit Exclusion Appeals Board consists of individuals appointed by the EMBARK Administrator.

Hearing - At the hearing, the appellant (individual) may be represented by counsel, present evidence and call and examine witnesses and cross-examine witnesses. At the hearing, EMBARK may be represented by counsel, present evidence and call and examine witnesses and cross-examine witnesses. In addition, the Transit Exclusion Appeals Board may question witnesses. The Transit Exclusion Appeals Board shall review any evidence deemed necessary or relevant to the Inappropriate Conduct and/or Illegal Conduct violation at the hearing. The Transit Exclusion Appeals Board may be recorded. If the appellant (individual) has a disability, a

virtual hearing is optional and EMBARK will provide no cost transportation for the individual with a disability to attend the hearing.

Decision - Within fifteen (15) working days of the completion of the hearing, the Transit Exclusion Appeals Board shall issue a 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 make a finding on whether it is more probable than not, that the excluded individual engaged in the Inappropriate Conduct and or Illegal Conduct, which was the basis for the exclusion. Based on testimony and the evidence in the record, the Transit Exclusion Appeals Board shall have the power affirm, reinstate, overrule, reconsider or modify the Exclusion/Suspension Order and will issue a written determination and a final decision and provide copies to the EMBARK Administrator and the individual. The determination of the affirm, reinstate, overrule, reconsider, or modify the Exclusion/Suspension Order will be the final determination of the agency.

**Exhibit L**

**EMBARK Advertising Policy**

Attached on the following pages.

TO: Chairman and Board of Trustees

FROM: Administrator

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

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

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

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

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

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

**Recommendation:** Adopt Resolution



Jason Ferbrache  
Administrator

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

**WITNESSETH**

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

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

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

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

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

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

**CENTRAL OKLAHOMA TRANSPORTATION  
AND PARKING AUTHORITY**



Chairman

**ATTEST:**

  
Secretary

**Reviewed** for form and legality.

  
Assistant Municipal Counselor

# CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY POLICY ON ADVERTISING

Board Approved February 2, 2018

## I. PURPOSE

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

## II. OBJECTIVE

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

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

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

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

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



### III. ENDORSEMENT

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

### IV. ADVERTISING STANDARDS

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

#### A. **Permitted Advertising**

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

1. Commercial Advertising

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

2. Governmental Advertising

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

3. Public Service Announcements

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

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

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

## **B. Prohibited Advertising**

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

### *1. Political and Public Issue*

Any material that:

- 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**

**Please Remit To:**

COTPA  
2000 S May Avenue  
Oklahoma City, OK 73108



CENTRAL OKLAHOMA  
TRANSPORTATION & PARKING  
AUTHORITY

**Bill To:**

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

**INVOICE**

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



Amount Remitted

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

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

TOTAL AMOUNT DUE : 165,558.32

Sample

**Exhibit N**

**Sample EMBARK Norman Performance Summary Report**

Attached on the following page.



# PERFORMANCE REPORT

## Transit System Report

March 2022

### Purpose

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

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

### Total Ridership

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

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

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

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