

INTERLOCAL AGREEMENT SERVICE AGREEMENT FOR PROVISION OF TRANSPORTATION SERVICES

This Interlocal Agreement ("**Agreement**"), is made and entered into this ____ day of **August, 2019** ("**Effective Date**"), by and between the Central Oklahoma Transportation and Parking Authority ("**COTPA**") d/b/a **EMBARK**, public trust ("**EMBARK**") and the City of Norman, a municipal corporation ("**Norman**"), for the provision of public transportation 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.

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 for **EMBARK** to provide public transportation services to Norman's citizens in the City of Norman as an independent contractor for **Norman** and to preserve the existing service level for the Sooner Express bus connection.

2. Scope of Services. The scope of services to be provided by **EMBARK** for the City of Norman service area is specified in **Exhibit A Scope of Services** (including **Exhibit A-1 Fixed Route Schedules, Exhibit A-2 Fixed Route Map, Exhibit A-3 Paratransit Service Hours, and Exhibit A-4 Paratransit Service Boundaries Map**), attached hereto and incorporated herein by reference. **EMBARK** will provide both Fixed Route and Paratransit Services in the Norman Service Area on **Martin Luther King, Jr., Day**.

3. Term. This **Agreement** shall take effect on the **Effective Date** and shall expire on **June 30, 2020**. 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 will meet by April

1 every year to discuss any renewal year's annual compensation amount.

4. Compensation and Invoicing.

A. Monthly Operational Costs/Additional Pass Through Costs. For the services provided by **EMBARC** pursuant to this **Agreement**, **Norman** agrees to pay **EMBARC** monthly compensation for operational costs based upon the annual not to exceed amount of **Two Million Four Hundred Twenty-Eight Thousand Two Hundred Ninety-Three Dollars (\$2,428,293.00)**. The parties acknowledge and agree that this annual not to exceed amount is an estimate of anticipated operational costs. The parties agree and acknowledge that additional pass through costs, such as, but not limited to, targeted marketing specific to Norman Public Transportation Service; additional janitorial supplies, office supplies, and copier supplies; printed bus information materials; public meeting costs, such as printed materials and venue; and other cost of business expenses mutually agreed to by **EMBARC** and **Norman**, may be separately invoiced and paid by **Norman** in accordance to the same invoice approval process listed below for **Additional Start Up Costs**. **Norman's** City Manager is hereby authorized to approve these additional pass through costs as needed as long as the total amount of compensation for operational costs and additional pass through costs does not exceed the amount of **Two Million Four Hundred Twenty-Eight Thousand Two Hundred Ninety-Three Dollars (\$2,428,293.00)**. Should the parties anticipate that such compensation for operational costs and/or additional pass through costs exceed this maximum **Two Million Four Hundred Twenty-Eight Thousand Two Hundred Ninety-Three Dollars (\$2,428,293.00)** amount, an amendment to this **Agreement** in accordance with the provisions of Section 17(I), **Entire Agreement/Amendments**, would be required.

EMBARC will provide **Norman** a detailed invoice of costs expended on a monthly basis for the previous month. Invoices will be accompanied by a report indicating ridership data for **Norman** during the relevant invoicing period. Upon receipt and approval of this invoice and report, **Norman** will process said invoice in the usual and customary manner and will forward **EMBARC** payment in the amount stated on the submitted and approved invoice. Such payment will be forwarded to **EMBARC** no later than thirty (30) days after receipt of said invoice. If such payment is not forwarded to **EMBARC** no later than thirty (30) days after receipt of said invoice, then **EMBARC** may, at its sole discretion, take action, which may include termination of all services provided pursuant to this **Agreement**. The parties will conduct a Quarterly Review regarding the transit system's actual personnel and other operational costs in comparison with the projected estimate of anticipated personnel and other operational costs.

B. Additional Start Up Costs. In addition to monthly compensation, **Norman** shall pay to **EMBARC** applicable **Additional Start Up Costs** listed in **Exhibit B**, the total sum of which shall not exceed **One Million Two Hundred Eighteen Thousand Six Hundred Forty-Six Dollars (\$1,218,646.00)**, after prior written approval of such costs by **Norman's** City Manager who shall be duly authorized to approve such applicable **Additional One Time Start Up Costs**. **EMBARC** shall notify **City** in writing of anticipated monthly **Additional Start Up Costs** listed in **Exhibit B**. Upon receipt of **Norman's** written approval of such **Additional Start Up Costs**, **EMBARC** shall submit a

separate invoice to **Norman** for the pre-approved applicable **Additional Start Up Costs**. Upon receipt and approval of this invoice, **Norman** will process said invoice in the usual and customary manner and will forward **EMBARK** payment in the amount stated on the submitted and approved invoice. Such payment will be forwarded to **EMBARK** no later than thirty (30) days after receipt of said invoice. If such payment is not forwarded to **EMBARK** no later than thirty (30) days after receipt of said invoice, then **EMBARK** may, at its sole discretion, take action, which may include termination of all services provided pursuant to this **Agreement**.

C. Community Development Block Grant Bus Passes. In addition to the Monthly Operational Costs/Additional Pass Through Costs in Section 4(A) and the Additional Start Up Costs in Section 4(B), **EMBARK** shall invoice **Norman** on a monthly basis for bus passes issued pursuant to **Norman's** Community Development Block Grant (CDBG) Bus Pass Program as incurred in an amount not to exceed **Thirty-Five Thousand Dollars (\$35,000.00)**.

5. Liability and Insurance. **EMBARK** and **Norman** agree that each will be responsible for its 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 acknowledges that the City of Oklahoma City is not responsible for the public transit services provided to **Norman** by **EMBARK**.

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 damages to property resulting directly from **EMBARK** or **EMBARK's** employees' or agents' negligence in connection with services provided in fulfillment of this **Agreement**. The insurance coverage shall have liability limits 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. A certificate of insurance shall be furnished to **Norman**. The parties agree and acknowledge that failure to obtain and maintain such policy of insurance shall be considered a material breach of this **Agreement**.

The parties agree that each party will be responsible for its own worker's compensation coverage for its respective employees, either through an external insurance policy or self-insurance in accordance with the requirements of State law.

6. Force Majeure. **EMBARK** will not be held in default of this **Agreement** if the transportation services are prevented from being performed hereunder by conditions beyond its control, such as, but not limited to, Acts of God, strikes, war, terrorism, or other emergencies making performance impossible or illegal.

7. Compliance with Federal and State Laws and Regulations. The parties agree that certain **FTA Terms and Conditions** apply to this **Agreement**. These **FTA Terms and Conditions** are attached hereto as **Exhibit C** and incorporated herein by reference. These certifications and assurances for **FTA** Assistance Programs are certified annually by

Norman and will be incorporated 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**.

Norman agrees to comply with the requirements as applicable and to execute all attached affidavits. **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).

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.

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.

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, all services provided pursuant to this **Agreement**.

8. Reporting. **EMBARK** agrees to provide certain operational and financial data to **Norman** as needed for **Norman** to complete the required **FTA** and National Transit Database ("NTD").

9. Facility Sharing Agreement. **EMBARK** acknowledges that **Norman** is simultaneously entering into a Facility Lease Agreement and corresponding **Facility Sharing Agreement** with the University of Oklahoma ("University") and agrees to be bound by and abide by terms of the **Facility Sharing Agreement**, attached hereto as **Exhibit D** and hereby incorporated by reference. In the event that University seeks compensation from **City** for damages allegedly caused by **EMBARK's** employees or agents, **City** will provide **EMBARK** written notice of such claims, and **EMBARK** agrees that it will consult with **City** in good faith to make a determination about liability, and, if appropriate, process such applicable claim to **EMBARK** as mutually agreed upon by **City** and **EMBARK**. Upon the

termination of **Norman's** Facility Lease Agreement and corresponding **Facility Sharing Agreement** with the University, **Norman** will utilize a facility which meets with State and Federal requirements, which include transit specific components like bus wash, drug testing, and fare counting infrastructure.

10. Fare. **EMBARK** agrees that it will not charge Norman citizens fare for the first three (3) months of operation, August 5, 2019, through October 31, 2019. Following the **Effective Date**, **EMBARK** and **Norman** shall begin the planning process of undertaking to change the fares in the City of Norman service area to those charged by **EMBARK** for other service areas. **EMBARK** will provide consultation and assistance to **Norman** regarding the fare process. **Norman** agrees that fare changes and/or substantial change in service will be instituted only following an opportunity for the general public to make comments on any proposed fare increases and/or substantial change in service and only after such proposal and public comments are provided to the **COTPA** Administrator for review. **Norman** agrees and will submit to the **COTPA** Administrator information necessary to perform a demographic evaluation to enable **EMBARK** to propose development and/or an update for **Norman's** Title VI program. **Norman** further agrees to submit to the **COTPA** Administrator a plan that disseminates information on transit and transportation services as may be required by Title VI to its community, including minority communities.

EMBARK acknowledges and agrees that it is not to charge fare to bus patrons who produce and display a University faculty, staff, or student identification. To the extent allowable by **EMBARK's** system, **EMBARK** will tally the number of University bus patrons to receive transportation services per ride and include those calculations within its monthly ridership reports reported to **Norman**.

Norman shall be responsible for collecting and depositing cash and coin fares. Electronic fares will be deposited directly into a **Norman** account.

11. Termination. Either party may terminate this **Agreement** by providing ninety (90) days' 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. 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 citizens of the City of Norman and to ensure compliance with Federal and State requirements, and all reasonable efforts shall be made to ensure that there are no breaks in service.

12. Financing and Budget Administration. Financing of the public transportation system shall be through the use of revenues generated by the system; Federal funding assistance received in accordance with certain grant contracts between **Norman** and the **FTA**, U.S. Department of Transportation, which grant contracts are incorporated into the **Agreement** and made a part hereof as if fully set forth herein, and which are filed with the **Norman** City Clerk; 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 submitted for approval by **Norman** and **COTPA**, respectively.

13. Property Ownership/Lease of Vehicles. The whole title, legal and equitable, to the existing properties of **Norman** and any 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 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** 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 title, or property which is held by **EMBARK** as a matter of law.

Norman does hereby lease to **EMBARK** the vehicles identified in **Exhibit E**, which is attached and hereby incorporated by reference, 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, fuel, clean, secure, and store the leased vehicles at **Norman**'s sole cost.

14. Public Transportation Service Branding and Trademark. Any **EMBARK** provided public transportation services will be branded and identified as "**EMBARK**." This identification includes any public service announcements, press releases, and vehicle wraps. Any use of the term "**EMBARK**" 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 require the prior written approval 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 transition **Norman**'s public transportation system to updated branding of **EMBARK** and transition of **Norman**'s public transportation system's software, farebox, and camera to a common system for both parties, 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 personally delivered, when received by electronic mail, 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 DBA **EMBARK**
Attn: Administrator
2000 S. May
Oklahoma City, OK 73108

City of Norman
Attn: City Manager
201 W. Gray, Building A, P.O. Box 370
Norman, OK 73070

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. In the event that either party commences an action in law or equity to enforce any provision of this **Agreement**, each party shall be responsible for its 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, and 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 age, familial status, race, color, sex, sexual orientation, gender identity, religion, creed, ancestry, 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 performance of this **Agreement**. In the event of **EMBARK's** noncompliance with the nondiscrimination provisions of this **Agreement**, **Norman** may cancel, terminate, or suspend the **Agreement** in whole or in part.

Norman agrees to submit its Equal Employment Opportunity (EEO) program to **EMBARK**. **Norman** further agrees to submit its workforce/utilization report for the fleet maintenance personnel to the **COTPA** Administrator. A report of all EEO discrimination complaints relating to services provided within this **Agreement** for the fleet maintenance personnel shall be submitted to the **COTPA** Administrator weekly.

Norman will submit its Americans with Disabilities Act Plan to the **COTPA** Administrator.

F. 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 Program in the operation of its transit service. **Norman** shall annually submit its DBE Program and DBE goals to the **COTPA** Administrator. A report of all DBE complaints and the resolution of complaints shall be submitted to the **COTPA** Administrator weekly.

G. 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**.

H. 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.

There are no third-party beneficiaries to this **Agreement**. **Norman** agrees not to permit use of this **Agreement** by any other party besides **Norman**, without the prior written approval of Embark.

I. Entire Agreement/Amendments. This **Agreement**, with attached **Exhibits** 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.

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 so as 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 one and the same instrument.

L. Effective Date. The **Effective Date** of this **Agreement** is the date of the second signatory.

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**.

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.

R. Record Retention. **EMBARK** and **Norman** is required to retain and maintain any and all records which are created as a result of this **Agreement** and/or public transportation.

S. Audit and Access to Records. **Norman** and **EMBARK** have the right to access, inspect, and examine any books, papers, policies, procedures, programs, grant fund expenditure programming and TIP, and records of the other party relative to this **Agreement**. Failure to provide the requested information may result in termination of the **Agreement**. This right to audit and access to records only applies to records pertaining to this **Agreement** and compliance with this **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, maintenance, **FTA** compliance, and funding.

T. Responsibilities. It is recognized by the parties that this **Agreement** cannot definitively specify every procedure, arrangement, or responsibility necessary to accomplish the purposes of this cooperative **Agreement**, or contemplate all expenses in

transitioning from one public transit provider to another and that other supporting arrangements, documents, and equipment and technology acquisition may be necessary for implementation of this **Agreement**. Nothing in this section shall negate the provisions in Section **I. Entire Agreement/Amendments**, and any subsequent amendments to this **Agreement** shall be made in accordance with the provisions of that section.

EMBARK Responsibilities. **Norman** acknowledges and agrees that during this **Agreement**, **EMBARK** is not responsible for increasing the quantity of the public transportation services provided within the **Norman** service area.

The parties agree that the following general responsibilities of **Norman** are to be accomplished by **EMBARK** and shall be performed in accordance with all rules, regulations, and laws applicable to **Norman**:

1. Development of transportation planning and policy proposals for consideration by the governing bodies of **Norman** and **EMBARK**.
2. Management of the operation of the public transportation systems, including the fixed routes beginning on **August 5, 2019**, and the paratransit services on **October 1, 2019**. **EMBARK** agrees that it will work in good faith and make every reasonable effort to begin operation of the paratransit services on **October 1, 2019**. If necessary, the date to begin paratransit services may be extended to no later than **October 15, 2019**, and only upon the agreement of **EMBARK**, **Norman**, and the University of Oklahoma. 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**.
3. All records for public transportation functions, including revenue collection and control, accounting and financial reporting, and management reporting, budget analysis and administrative control, contract administration, and staff support, shall be maintained separately by **Norman** and **EMBARK** to the degree necessary to determine revenues and expenses by system, facility, transit service route or program and otherwise as determined necessary by **Norman** or **COTPA**.
4. Other support functions as may be beneficial, such as personnel administration, marketing and customer services, planning and safety, will be performed by **EMBARK** personnel under the supervision of the **COTPA** Administrator.

Norman's Responsibilities. **Norman** is responsible for all financial obligations under this **Agreement** and 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. Fleet care: including, but not limited to, vehicle ownership, security, storage, maintenance, repair, fueling, cleaning, at **Norman**'s sole cost; and
 - a. Fleet: **Norman** will have the public transit fleet, required to operate revenue service as identified in **Exhibit A** for each day, fueled, lined up, and road ready every service day by 5:15 a.m., at **Norman**'s sole cost; and
2. Property and Equipment care: including, but not limited to, yard, transit stop, street furniture and equipment's ownership, security, maintenance, storage, repair, cleaning, at **Norman**'s sole cost; and
3. Administrative support: including, but not limited to, risk management, office space, designated employee and guest parking, driver's lounge, desk(s), technological support, storage, including record and equipment storage, equipment, including computers and phones, network access, software connection, and internet connection, and utilities, including but not limited to water and electricity, at **Norman**'s sole cost; and
 - a. Office Space: **Norman** is to secure office space for operations, meeting room, and a driver's lounge within the current University-owned facility, the Theta M. Dempsey Transportation Operations Center, located at 510 Chesapeake St., Norman, OK 73072, until **December 31, 2019**, at **Norman**'s sole cost. After **December 31, 2019**, **Norman** will secure separate office space for **EMBARK**'s operations, meeting room, and driver's lounge, at **Norman**'s sole cost.
4. Federal compliance: including, but not limited to, monitoring, management, certification, and compliance with all Federal grant agreements, programs, requirements and assurances and **Norman** covenants to ensure Local, State and Federal compliance, at **Norman**'s sole cost.
5. **Norman** agrees to notify **EMBARK** of any customer complaints, regulatory complaints, and/or any other complaints when received so that **EMBARK** can respond to and/or address in a timely manner.
6. Public Information Officer (PIO) functions for all **EMBARK** transportation services will be performed exclusively by **EMBARK** staff where **Norman** will assist in coordinating and providing information to support **EMBARK** PIO functions. **EMBARK** acknowledges and agrees that **Norman** has its own Chief Communications Officer (CIO) who shall from time to time publish press releases on **Norman**'s behalf in regards to the status of **Norman**'s negotiations and agreements with **EMBARK** and **University** regarding the provision of public transportation services. Prior to any press

release, marketing, public communication, or other use of or messaging including **EMBARK's** branding, **Norman** and/or the CIO will request **EMBARK's** review and approval. Prior to any press release, marketing, or other public communication which does not utilize **EMBARK's** branding, **Norman** and/or the CIO will notify **EMBARK's** PIO.

7. **Norman** agrees to consult with **EMBARK** in public transportation capital improvement planning, including fleet replacement planning decisions.
8. **Norman** will develop a funding plan to upgrade, add, or replace existing technology, farebox and various customer and employee communication and security systems so that all systems (communications, fare collection and security and safety) are consistent to **EMBARK** standards in other service areas. These one time start up projects are generally described in **Exhibit B**, attached hereto and incorporated herein. **Exhibit B** is a representation of the types of one time projects to be implemented when mutually agreed to by **EMBARK** and **Norman**, and both parties recognize other one time start up expenses may exist that were not contemplated at the time of this agreement.

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IN WITNESS THEREOF, this **Agreement** is entered into this 30th day of July, 2019.

CITY OF NORMAN, OKAHOMA

Mayor Breea Clark

Attest: _____
Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of July, 2019.

Kristina L. Bell, Assistant City Attorney

APPROVED by the Trustees of the Central Oklahoma Transportation and Parking Authority and **SIGNED** by the Chairman this ____th day of _____ 2019.

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 provide mass public transit operational services within the City of Norman along its fixed routes and paratransit services in **Norman's** paratransit service areas as identified within this **Agreement**. The fixed route public transit services will begin on **August 5, 2019**, and the paratransit services on **October 1, 2019**. **EMBARK** agrees that it will work in good faith and make every reasonable effort to begin operation of the paratransit services on **October 1, 2019**. If necessary, the date to begin paratransit services may be extended to no later than **October 15, 2019**, and only upon the agreement of **EMBARK**, **Norman**, and the University of Oklahoma. Each of these services will then continue through the term of this **Agreement**.

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

I. Operation of Fixed Routes

EMBARK will provide operation of the following fixed routes, including, but not limited to, all aspects of scheduling, dispatch, and driving in accordance with the **Route Schedules** attached as **Exhibit A-1** and the **Route Map** attached as **Exhibit A-2**:

- 10 – Main Street
- 11 – Lindsey East
- 12 – Lindsey West
- 20 – West Norman Link
- 21 – Alameda/E. Norman
- 24 – Sooner Express
- 44 – Social Security

II. Grant Administration and Other FTA Requirements

EMBARK will provide consultation and assistance, based upon **EMBARK** availability 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.

III. Management of Community Development Block Grant (CDBG) Bus Pass Program

EMBARK will manage and operate **Norman's** CDBG Bus Pass Program, with such management to include, but not be limited to, responding to agencies that serve vulnerable populations, processing all applications for passes, mailing passes to applicants, and monthly billing to **Norman** for reimbursement.

IV. Marketing and Advertising

EMBARK will provide and 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.

V. Paratransit

EMBARK will provide operation of the paratransit service areas, beginning **October 1, 2019**, including, but not limited to, all aspects of application processing, scheduling, dispatch, and driving in accordance with the **Paratransit Service Hours** attached as **Exhibit A-3** and **Paratransit Service Areas** attached as **Exhibit A-4**. **EMBARK** agrees that it will work in good faith and make every reasonable effort to begin operation of the paratransit services on **October 1, 2019**. If necessary, the date to begin paratransit services may be extended to no later than **October 15, 2019**, and only upon the agreement of **EMBARK**, **Norman**, and the University of Oklahoma.

**EXHIBIT A-1
FIXED ROUTE SCHEDULES**

10 - Main Street

Monday to Friday: 7 a.m. to 10 p.m. (last run 9 p.m.); 60-minute service

Bus Stop Location	After Every Hour
(60-minute service)	
<i>OUTBOUND TO SOONER MALL</i>	
Brooks Street Transfer Station **	:00
Brooks/Monnett	:01
Jenkins/Felgar (Sarkeys Energy Center)	:01
Jenkins/Boyd	:02
Jenkins/Duffy (stop sign)	:02
Webster/Apache	:03
Webster/Eufala	:03
Webster/Main	:04
Webster/Tonhawa (Norman Public Library)	:06
Main/Lahoma **	:07
Main/Berry (Norman High School)**	:09
Berry/Iowa	:10
Berry/Denison	:11

Bus Stop Location	After Every Hour (60-minute service)
Berry/Dorchester	:12
Robinson/Woods **	:14
Robinson/24th NW **	:15
Mt. Williams/24 th NW	:15
Rambling Oaks/Northwest #	:17
Northwest/Interstate Drive (stop sign)	:18
Interstate Drive/Copperfield **	:19
River Oaks/Interstate Drive	:19
River Oaks/Cotswold (Sooner Mall) #	:20
<i>INBOUND TO BROOKS ST. TRANSFER STATION</i>	
36th NW/River Oaks (Post Office)**	:22
Main/36th NW **	:23
Norman Center Ct./West Branch Library #	:24
Norman Center Ct./Ed Noble **	:24
Ed Noble/Parkway Plaza **	:26
Ed Noble/Lindsey #	:27

Bus Stop Location	After Every Hour (60-minute service)
24th SW/Lindsey **	:30
24th SW/Boyd **	:31
24th SW/Main	:32
Main/24th NW **	:33
Main/Sherry #	:34
Main/Berry (Norman High School) #	:36
Main/Park #	:38
Webster/Main	:38
Webster/Eufaula (stop sign)	:39
Webster/Apache	:39
Duffy/Asp (Campus Corner)	:40
Jenkins/Felgar	:42
Brooks/Jenkins	:43
Brooks Street Transfer Station **	:44

Bench Stops ** Sheltered Stops

11 – Lindsey East

Monday-Friday: 7 a.m. to 10 p.m. (last run 9:30 p.m.); 30-minute service.

Route deviates on its 3:30 pm run to: east on Beaumont Drive to 24th Avenue SE; and then continuing north on 24th Avenue SE to Alameda Street; returning inbound to Brooks Street Transfer Station. Stop #44 and #45 are not served on the 3:30 pm run only.

Bus Stop Location	After Every Hour (30-minute service)	After Every Hour (30-minute service)
<i>OUTBOUND TO IRVING SCHOOL</i>		
Brooks Street Transfer Station **	:00	:30
Lindsey/Delaware (The Edge Condos)**	:02	:32
Lindsey/Houston (Springfield Apts.) **	:03	:33
Lindsey/Biloxi (Riverbend Apts.) **	:05	:35
Creekside/Lindsey (Twin Creek Apts.) **	:06	:36
Biloxi/Brooks (Colonial Estates Park)	:09	:39
Biloxi/Beaumont (Kennedy Schl./stop sign)	:09	:39
Beaumont/Vicksburg**	:11	:41
Vicksburg/Vicksburg Circle	:12	:42
Vicksburg/Alameda (Irving Middle School)#	:13	:43
<i>INBOUND TO BROOKS STREET TRANSFER</i>		

<i>STATION</i>		
Alameda/Vicksburg**	:14	:44
Alameda/Crestland**	:14	:44
Alameda/Shiloh #	:15	:45
Alameda/Triad Village**	:16	:46
12th SE/Alameda #	:17	:47
12th SE/Triad Village**	:18	:48
12th SE/Brooks (Summer Pointe Apts.) **	:18	:48
Brooks/Barkley (stop sign)	:19	:49
Brooks/Oklahoma (stop sign)	:19	:49
Brooks Street Transfer Station**	:22	:52

Bench Stops * * Sheltered Stops

12 – Lindsey West

Monday-Friday: 7 a.m. to 10 p.m. (last run 9:30 p.m.); 30-minute service.

Route deviates on its 3:30 p.m. run to: north on 24th Avenue SW to Boyd Street; east on Boyd on McGee Street; south on McGee to West Lindsey; returning east-bound on Lindsey to Brooks Street Transfer Station. Whittier Middle School is not served on the 3:30 run only.

Bus Stop Location	After Every Hour (30-minute service)	After Every Hour (30-minute service)
<i>OUTBOUND TO 24TH SW/LINDSEY</i>		
Brooks Street Transfer Station #	:00	:30
Brooks/Monnett	:01	:31
Lindsey/Van Vleet (south Oval)	:03	:33
Lindsey/Flood	:05	:35
Lindsey/Berry **	:06	:36
Lindsey/Wylie #	:07	:37
Lindsey/Crown Point # (Mr. Shortstop)	:08	:38
24th SW/Lindsey **	:09	:39
<i>INBOUND TO BROOKS STREET TRANSFER STATION</i>		
Brooks/24th SW	:10	:40
Brooks/Whittier Middle School	:11	:41
Brooks/McGee (stop sign)	:12	:42
McGee/Lindsey	:12	:42
Lindsey/Wylie **	:14	:44

Bus Stop Location	After Every Hour (30-minute service)	After Every Hour (30-minute service)
Lindsey/Berry **	:15	:45
Lindsey/Lahoma	:16	:46
Lindsey/Van Vleet (South Oval)	:18	:48
Brooks/Jenkins	:20	:50
Brooks Street Transfer Station **	:21	:51

Bench Stops ** Sheltered Stops

20 – West Norman Link

Monday through Friday: 10:15 a.m.-5:45 p.m. (last run 5:15 p.m.); 30-minute service.

Bus Stop Location	After Every Hour (30-minute service)	After Every Hour (30-minute service)
<i>OUTBOUND TO NORMAN REGIONAL HEALTHPLEX</i>		
River Oaks/Cotswold (Sooner Mall) #	:15	:45
36th NW/Quail **	:16	:46
36th NW/Havenbrook	:17	:47
36th NW/Robinson (Brookhaven Village) **	:19	:49
36th NW/Bob Busch **	:21	:51
36th NW/Crail **	:22	:52
Healthplex Pkwy/Heart Plaza	:23	:53
Norman Regional HealthPlex #	:28	:58
<i>INBOUND TO SOONER MALL</i>		
Norman Regional Healthplex Main Entrance	:29	:59
Tecumseh/Thedford	:30	:00
24th NW/Tecumseh	:31	:01

Bus Stop Location	After Every Hour (30-minute service)	After Every Hour (30-minute service)
24th NW/Conference	:32	:02
24th NW/Mt. Williams	:33	:03
Robinson/24th NW **	:34	:04
Rambling Oaks/Northwest #	:36	:06
Northwest/Interstate Drive (stop sign)	:37	:07
Interstate Drive/Copperfield **	:38	:08
River Oaks/Interstate Drive	:39	:09
River Oaks/Cotswold (Sooner Mall) #	:40	:10

Bench Stops ** Sheltered Stops

21 – Alameda/East Norman

Monday through Friday: 7 a.m. to 10 p.m. (last run 9 p.m.); 60-minute service

Bus Stop Location	After Every Hour (60-minute service)
<i>OUTBOUND TO WESTHEIMER TERMINAL</i>	
Brooks Street Transfer Station **	:00
Brooks/Monnett	:00
Jenkins/Felgar (Sarkeys Energy Center)	:01
Boyd/Barkley	:05
12th SE/Boyd **	:07
Triad Village Drive #	:08
Alameda/Triad Village **	:10
12th NE/Alameda (Health Dept.)**	:11
Main/12th NE (Community Services Bldg) **	:12
Main/State (Griffin Hospital) **	:13
Main/Cockrel (Center for Children/Families)	:15
Findlay/Gray (stop sign)	:16
Findlay/Oliver (Norman Regional Hospital) **	:16
Robinson/Porter **	:18

Bus Stop Location	After Every Hour (60-minute service)
Berry/Robinson	:22
Berry/Westheimer (stop sign)	:23
Halley/Lexington (YMCA)**	:23
Westheimer Terminal **	:24
<i>INBOUND TO BROOKS STREET TRANSFER STATION</i>	
Goddard/Flood	:25
Rock Creek/Industrial	:26
Rock Creek/Research Park	:27
Stubbeman/Rock Creek	:27
Stubbeman/Lexington (NNHS) #	:28
Stubbeman/Ridge Road	:28
Peters/Johnson	:32
Peters/Hughbert	:32
Peters/Tonhawa	:33
Peters/Comanche (County Courthouse)	:35
Peters/Symmes (Senior Center)	:36

Bus Stop Location	After Every Hour (60-minute service)
Jenkins/Duffy	:38
Jenkins/Felgar	:40
Brooks/Jenkins	:42
Brooks Street Transfer Station **	:45

Bench Stops ** Sheltered Stops

24 – Sooner Express (Commuter Route)

Monday through Friday. See specific times below.

Bolded times operated by EMBARK for City of Norman. Non-bolded times operated by EMBARK for COTPA.

Bus Stop Location							
<i>OUTBOUND TO OKC TRANSIT CENTER</i>							
Brooks Street Transfer Station**	6:15	6:45	8:10	1:50		4:20	5:42
Webster/Main	6:19	6:49	8:14	1:54		4:24	
Main/Berry(Norman High School) **	6:22	6:52	8:17	1:57		4:27	
Westport/24th Ave. NW (South of Homeland)	6:29	7:00	8:24	2:04		4:34	
Robinson/Reno	6:55	7:36	8:50	2:30		5:00	
Robinson/Main	6:58	7:37	8:51	2:31		5:01	
Robinson/NW 4th	7:03	7:39	8:53	2:33		5:03	
Lincoln/NE 8th #	7:05	7:43	8:55	2:35		5:05	
NE 13th/Lincoln**	7:04	7:45	8:58	2:38	4:25	5:08	
NE 13th/Phillips (Children's	7:07		8:59	2:39		5:14	

Hospital)							
NE 13th/Kelly (Veterans' Hospital)**		7:08		9:02	2:42		5:15
OUHSC Bird Library		7:09		9:03	2:43		5:17
NE 10th/Stonewall (Health Department)		7:10		9:04	2:44		5:18
NE 10th/Phillips (Physician's Building)		7:11		9:05	2:45		5:19
NE 13th/Phillips		7:12		9:06	2:46		5:21
Lincoln/NE 19th (Supreme Courtl)**		7:13		9:07	2:47		5:23
State Office Bldgs North **		7:15	7:52	9:08	2:48	4:34	5:24
NE 24th/State Capitol (Will Rogers Building)**		7:18		9:10	2:50		5:25
NE 24th/State Capitol (Sequoyah Building) **		7:18		9:10	2:50		5:25
North Stiles/OK Dept. of		7:19	7:56	9:13	2:53	4:39	5:29

Transportation **								
Robinson/NW 7th		7:24		9:19	2:59		5:34	
Robinson/NW 4th - Federal Courthouse						4:43		
Park/Robinson						4:47		
<i>INBOUND TO BROOKS STREET TRANSFER STATION</i>								
Hudson/5th (Downtown Transit Center) **	6:05	7:28	8:05	9:33	3:03	4:55	5:38	6:20
NW 4th/Robinson (Federal Courthouse)		7:30		9:35	3:05		5:40	
Robinson/Park Avenue (IRS Building)		7:32		9:37	3:07		5:43	
Westport/24th NW (South of Homeland)		7:51		9:53	3:33	5:25	6:13	
Main/Berry (Norman High School) #		7:59		10:00	3:40	5:33	6:18	

Webster/Main (Downtown Norman)		8:02		10:02	3:42	5:36	6:21	
Brooks Street Transfer Station **	6:45	8:10		10:07	3:47	5:42	6:30	

Bench Stops ** Sheltered Stops *EMBARC stops here before Transit Center

44 - Social Security Route

TUESDAY AND FRIDAY ONLY

The Social Security route offers transportation from Norman to the Social Security Administration office in Moore.

There is no service if the Social Security office is closed.

<u>TRIP I TO SOCIAL SECURITY OFFICE (MOORE)</u>	
Campus Depot **	12:05 p.m.
Brooks Street Transfer Station **	12:10 p.m.
Webster/Tonhawa (Norman Library)	12:15 p.m.
12th NE/Main (Community Services)**	12:25 p.m.
Social Security Administration (Moore)	1 p.m.
Campus Depot**	1:30 p.m.
<u>TRIP II TO SOCIAL SECURITY OFFICE (MOORE)</u>	
Campus Depot**	2:20 p.m.
Social Security Administration (Moore)	3 p.m.
12th NE/Main (Community Services)**	3:35 p.m.
Webster/Tonhawa (Norman Library)	3:45 p.m.
Brooks Street Transfer Station **	3:50 p.m.
Campus Depot **	3:55 p.m.

** Sheltered Stops

EXHIBIT A-2

NORMAN FIXED ROUTE PUBLIC TRANSPORTATION MAP

tabbles®

- 10 Mean Street
 11 Undsey East
 12 Undsey West
 20 West Norman Lrk
 21 Almsdale/E. Norman
 24 Soarer Express

EXHIBIT A-3

PARATRANSIT SERVICE HOURS

Weekday Service: 7 a.m. to 10 p.m. Monday through Friday. No trip will begin before 7 a.m. or later than 9:30 p.m. No secondary zone service is offered after 7 p.m. Monday through Friday.

Weekend Service: No service on Saturday or Sunday

Office Hours: 8 a.m. to 5 p.m. Monday through Friday

EXHIBIT A-4

NORMAN PARATRANSIT SERVICE AREA MAP

PARATRANSIT SERVICE BOUNDARIES

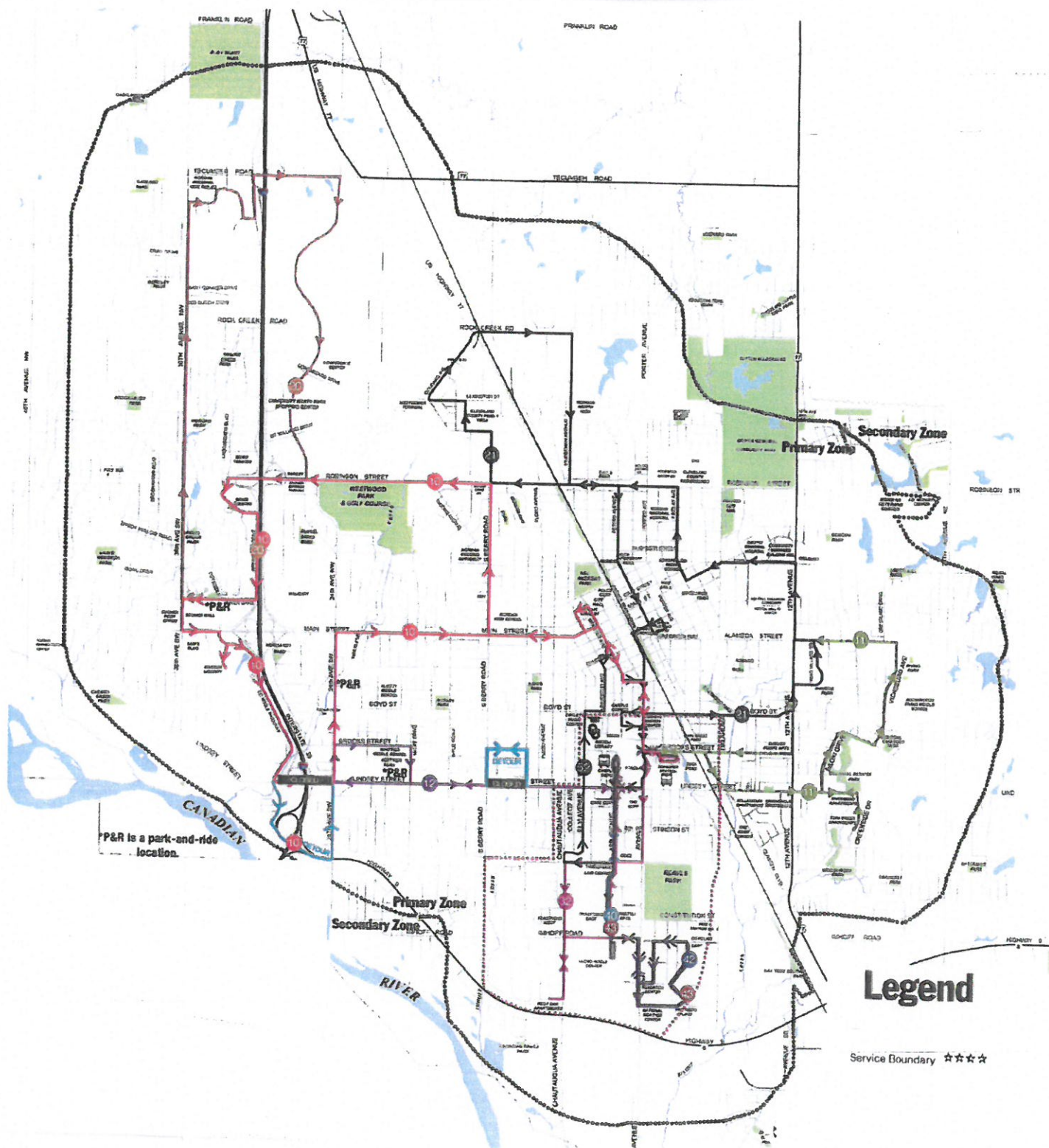


EXHIBIT B**Additional Costs – General List of Start Up Costs – to be approved and invoiced as described in Section 4. Compensation and Invoicing**

Following approval of Norman, **Norman** will pay **EMBARK** compensation for **Additional Costs – Start Up Costs**, based upon a total not to exceed amount of **\$1,218,646**.

One-time Costs		
Office Set up		\$ 15,200
AVL		\$ 253,110
Bus Network		\$ 44,594
Laptops and iPads additional route supervisor vehicles		\$ 22,000
Additonal Supervisor vehicles		\$ 90,000
Fareboxes		\$ 330,000
Onboard CCTV		\$ 91,234
Bus Branding		\$ 143,000
Route maps		\$ -
phone system		\$ -
Radios		\$ 42,176
Bus stop Signs		
Remove and Replace		\$ 110,000
Fleet and Ops Start up Mgrs		\$ 77,333
		\$ 1,218,646
Licensing costs for Trapeze will be determined based on the final service profile that outlines peak number of vehicles and users.		

Exhibit C

FTA Terms and Conditions

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

This certification appears 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 C.F.R. 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 sub-recipient 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 C.F.R. 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 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 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 C.F.R. 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 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 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.

CATEGORY 2. TAX LIABILITY AND FELONY CONVICTIONS.

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. As prescribed by U.S. DOT Order 4200.6, FTA requires each 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 3. 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 C.F.R. § 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 C.F.R. Part 20.

3.1. 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.

3.2. 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 4. 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.

4.1. 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 C.F.R. § 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 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. 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 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 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 C.F.R. § 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 5. 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 has, or will develop, a transit asset management plan in compliance with 49 C.F.R. Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**6.1. 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 C.F.R. § 663.7.

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

6.2. 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 C.F.R. § 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 C.F.R. 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 7. 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 8. 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 9. 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 10. 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) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive 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 Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

CATEGORY 11. 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 7 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 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, 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 12. 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, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

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 C.F.R. Part 625.

CATEGORY 13. 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 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 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 7, 9, and 12 by reference.

CATEGORY 14. 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 C.F.R. § 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 C.F.R. Part 655.

CATEGORY 15. 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 C.F.R. §§ 659.43, 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 C.F.R. part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
- (b) Compliant with the requirements of 49 C.F.R. part 672, "Public Transportation Safety Certification Training Program"; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, "State Safety Oversight".

CATEGORY 16. 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 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 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 17. 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 18. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. G, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the applicant will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and

- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

FTA FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES
FEDERAL FISCAL YEAR 2019 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 categories 01–18. _____

Or,

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

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Tax Liability and Felony Convictions	_____
03 Lobbying	_____
04 Private Sector Protections	_____
05 Transit Asset Management Plan	_____
06 Rolling Stock Buy America Reviews and Bus Testing	_____
07 Urbanized Area Formula Grants Program	_____
08 Formula Grants for Rural Areas	_____
09 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
10 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
11 Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
12 State of Good Repair Grants	_____
13 Infrastructure Finance Programs	_____
14 Alcohol and Controlled Substances Testing	_____
15 Rail Safety Training and Oversight	_____
16 Demand Responsive Service	_____
17 Interest and Financing Costs	_____
18 Construction Hiring Preferences	_____

FEDERAL FISCAL YEAR 2019 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE
PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2019)

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 federal fiscal year 2019, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2019.

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 D

Facility Sharing Agreement

FACILITY SHARING AGREEMENT

This Facility Sharing Agreement ("Agreement") is made as of the ____ day of _____, 2019, by the Board of Regents of the University of Oklahoma ("University"), a constitutionally created entity of the State of Oklahoma, and the City of Norman, Oklahoma ("City"), an Oklahoma municipality.

RECITALS

Whereas, University and City are parties to a lease agreement ("Lease") executed contemporaneously with this Agreement;

Whereas, pursuant to the Lease, City rents and takes certain office space for its exclusive use, and has the option to take certain warehouse/garage space for its dedicated but nonexclusive use, and also has non-exclusive use of public, common, and parking areas which are shared with University; and

Whereas, subject to and in accordance with the terms and conditions of this Agreement, City and University desire to share and co-occupy those non-exclusive portions of the Premises in a manner that furthers the City's purpose of providing public transportation services to the City of Norman and surrounding areas, and the University's purpose of providing campus transportation and fleet services;

Now, therefore, in consideration of the mutual promises, covenants, and agreements set forth herein, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Term. This Agreement shall automatically terminate upon the expiration or termination of the Lease.
2. Premises. The OU Transportation Operations Center and its immediately surrounding areas shall constitute the Premises.
3. Third Party Operator. The parties acknowledge that the City of Norman may choose to engage a third party to operate all or a portion of its public transportation services. Such third party shall be permitted to use the facility in accordance with the terms of this Agreement on the same basis as City; provided, City shall be responsible for requiring such third party's compliance with the terms of this Agreement relating to the use and sharing of the Premises and shall only be responsible for damages caused by the Third Party Operator in accordance with the provisions of Section 9.1 of the parties' Facility Lease Agreement.
4. Taxes. City agrees not to take any tax position that is inconsistent with being a service provider with respect to the property (e.g., agrees not to take depreciation or amortization, tax credit or deduction for rent); and further, will prohibit any third-party operator from the same.
5. Access and Identification. City's employees, agents, and contractors shall have Sooner Card Credentials when on the Premises that also provide access to



Premises. In addition, staff shall display clearly visible photo identification (such as an employer-issued nametag or lanyard) while on Premises. City is responsible for securing all exits when leaving Premises unoccupied.

6. No Co-employment. City's employees, agents, and contractors may not direct the work of University employees, and University may not direct the work conducted on City's behalf.
7. Office Premises. Office lights should be turned off when the office is not in use. City shall not exceed the weight of the live load square foot of the floor area with equipment, furniture or any other item.
8. Employee/Guest Parking. University agrees to provide dedicated parking for City's employees, agents, contractors, and guests. Other parking is unauthorized and shall be subject to University parking enforcement protocol.
9. Breakroom. A break room is available and will be shared by City and University. The breakroom should be used only by employees on duty.
10. Meeting room. A meeting room is available for use, upon request. University's liaison maintains a calendar to manage reservations of the meeting room.
11. Lockers. A shared locker room is available for use. University issues locks only for University employees.
12. Warehouse/Garage. Access to Warehouse/Garage will be available to City's employees, agents, and contractors during University business hours.
13. Tools. City is responsible for providing its own tools for mechanics. Tools shall be secured safely when not in use.
14. Warehouse/Garage Conditions. City shall be responsible for maintaining a tidy and clean work area for its dedicated space. University does not provide custodial service for garage bays. Music is not permitted in the warehouse/garage
15. Warehouse/Garage Solo Rule. It is prohibited for any person to work in the warehouse/garage alone.
16. Ordering parts. Parts must be ordered at the appropriate service window. No person should enter the parts room without the express invitation of the manager.
17. Cameras. Tampering of cameras on the Premises is forbidden.
18. Equipment. City shall notify the University's designated liaison immediately if affixed equipment or large equipment needs to be serviced. City's employees, agents, and contractors shall follow rules for use of affixed equipment and large equipment on the Premises. City will require staff to complete all necessary training

or certification prior to using affixed or large equipment. All equipment is to be used in a manner according to and/or consistent with manufacturer recommendations.

19. Exterior Premises. City fleet vehicles shall be parked in the northern portion of the designated bus parking zone. City shall have access to fueling via the covered fueling station located on the Premises. City's employees, agents, and contractors shall use their designated fuel-key when fueling vehicles. City will not have access to slow fuel stations. City will have access to the exterior bus wash on a mutually agreed-upon basis.
20. Disputes. Each party shall designate a liaison to receive complaints or concerns about facilities use. The liaisons shall work together to resolve complaints.
21. Worker's compensation. Responsibility for injuries incurred by employees during the scope of their employment shall be borne by each respective employer in accordance with the Worker's Compensation laws of the state of Oklahoma.
22. Policies. All applicable University of Oklahoma policies should be adhered to. An example which is not meant to be all inclusive is, no smoking allowed on state property. University reserves the right to rescind any of the foregoing regulations or policies and to make such other regulations as are needed from time to time in University's reasonable judgment to promote safety, protection, care, and cleanliness of the Premises.

Exhibit E

Fleet Vehicles



CART

CART Vehicle Master Record - Revenue Vehicles

FY 2018 - 2019													
Equip. Number	YEAR	MAKE	MODEL	VIN NUMBER	Date Acquired	Useful Life (Years)	Condition	Grant Number	Item Number	COST NEW	Federal Share	Local Share	CART Date in Service
Motor Buses													
39-0703	2007	GILLIG	MB	156GE23157091336	07/13/18	10	Fair	MO-04-0119					09/10/18
39-0704	2007	GILLIG	MB	156GE23177091336	07/13/18	10	Fair	MO-04-0119					07/31/18
39-0705	2007	GILLIG	MB	156GE23197091340	07/13/18	10	Fair	MO-04-0119					07/27/18
39-0306	2003	GILLIG	MB	156G0271831073114	07/13/18	12	Fair	MO-04-0119					04/25/07
39-0307	2003	GILLIG	MB	156G0271831073114	07/13/18	12	Fair	MO-04-0119					04/25/07
39-14	2003	NEW FLYER	D40LF	5FV02LN1931025071	07/13/18	12	Fair	MO-04-0119					08/06/18
39-0315	2003	GILLIG	MB	156G0271831073114	07/13/18	12	Fair	MO-04-0119					05/09/03
39-19	2003	NEW FLYER	D40LF	5FV02LN1931025071	07/13/18	12	Fair	MO-04-0119					07/01/03
39-28	2010	ORION VII	LF 07 502	1VHGF3W2A6706897	07/29/10	12	Good	OK-03-0017	11.12.01	\$262,736.00	\$218,070.88	\$44,665.12	08/01/18
39-29	2010	ORION VII	LF 07 502	1VHGF3W2A6706897	07/29/10	12	Good	OK-03-0017	11.12.01	\$262,736.00	\$218,070.88	\$44,665.12	08/01/18
39-30	2010	ORION VII	LF 07 502	1VHGF3W2A6706897	07/29/10	12	Good	OK-03-0017	11.12.01	\$262,736.00	\$218,070.88	\$44,665.12	08/01/18
39-31	2010	ORION VII	LF 07 502	1VHGF3W2A6706897	07/29/10	12	Good	OK-03-0017	11.12.01	\$262,736.00	\$218,070.88	\$44,665.12	08/01/18
39-32	2010	ORION VII	LF 07 502	1VHGF3W2A6706897	07/29/10	12	Good	OK-03-0017	11.12.01	\$262,736.00	\$218,070.88	\$44,665.12	08/01/18
39-1633	2015	ARBOR	28-G	1G0B6G8B3F1281358	04/04/16	7	Good	OK-03-0017	11.13.04	\$167,759.00	\$63,095.00	\$104,674.00	04/21/16
39-1921	2019	GILLIG	BUS	156G0311XK3193155	New					\$500,000.00	\$400,000.00	\$100,000.00	
39-1921	2019	GILLIG	BUS	156G0311XK3193155	New					\$500,000.00	\$400,000.00	\$100,000.00	
Demand Response Vehicles													
39-64	2008	Ford/Glaval	E450	1FDXE4PXB0B9346	12/04/08	5	Good	OK-04-0003	11.12.15	\$73,786.00	\$61,242.38	\$12,543.62	12/23/08
39-65	2008	Ford/Glaval	E450	1FDXE4PXB0B9346	12/04/08	5	Good	OK-04-0003	11.12.15	\$73,786.00	\$61,242.38	\$12,543.62	12/23/08
39-67	2009	Chery/Glaval	C4500/Titan	1GBEAV1G39F413311	10/19/10	7	Good	OK-04-0010	11.12.15	\$122,714.00	\$101,852.62	\$20,861.38	12/23/08
39-68	2009	Chery/Glaval	C4500/Titan	1GBEAV1G39F413311	10/19/10	7	Good	OK-04-0010	11.12.15	\$122,714.00	\$101,852.62	\$20,861.38	12/23/08
39-70	2013	Ford/Glaval	E450	1FDXE4PXB0B9346	09/23/14	5	Good	N/A	N/A	\$83,719.00	N/A	N/A	01/07/11
39-71	2013	Ford/Glaval	E450	1FDXE4PXB0B9346	09/23/14	5	Good	N/A	N/A	\$83,719.00	N/A	N/A	01/07/11
39-72	2014	Ford/Glaval	E450	1FDXE4PXB0B9346	09/23/14	5	Good	N/A	N/A	\$83,719.00	N/A	N/A	06/11/13
39-73	2014	Ford/Glaval	E450	1FDXE4PXB0B9346	09/23/14	5	Good	N/A	N/A	\$83,719.00	N/A	N/A	06/11/13
39-74	2014	Ford/Glaval	E450	1FDXE4PXB0B9346	09/23/14	5	Good	N/A	N/A	\$83,719.00	N/A	N/A	06/11/13
39-75	2014	Ford/Glaval	E450	1FDXE4PXB0B9346	09/23/14	5	Good	N/A	N/A	\$83,719.00	N/A	N/A	06/11/13
39-80	2015	Dodge	ADA Caravan	2C4RDG6G3F8R86354	11/23/15	5	Good	OK-03-0017	11.13.15	\$38,453.00	\$30,762.40	\$7,690.60	01/27/16
39-81	2015	Dodge	ADA Caravan	2C4RDG6G3F8R86354	11/23/15	5	Good	OK-03-0017	11.13.15	\$38,453.00	\$30,762.40	\$7,690.60	01/27/16
Total Revenue Vehicles													
Total Cost New:										\$3,852,892.74	\$2,917,208.84	\$935,683.90	

*Vehicles with federal share and remaining useful life

Based on 11% of book value at time of