



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

**First Adopted November 15, 2013**

**Revised April 1, 2022**

### **I. Agency Overview**

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

### **II. Mission**

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

### **III. Policy**

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

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

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

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

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

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

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

**IV. Overview**

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

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

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

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

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

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

“EMBARC Facilities and Properties” means all and/or any facility, property and/or equipment owned or managed by EMBARK, including, without limitation, Service Waiting Areas, ticketing structures, transit centers, stations, park-and-ride lots, transit centers, transit shelters, bus stops, streetcar stops, street furniture, public streets, parking locations and sidewalks inside and outside areas of EMBARK property, lands, interest in lands, air rights over lands and rights-of-way of all kinds that are owned, leased, held, or used by EMBARK Services for the purpose of providing public transportation and parking services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

(b) Opening any emergency exit at EMBARK Facilities or Properties or on a EMBARK Transit Vehicle during a non-emergency;

(c) Standing in front of the yellow line at the front of the EMBARK Transit Vehicle near the operator's or captain's seat;

(d) Engaging in Inappropriate Conduct, Illegal Conduct, or indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct, which causes or provokes a disturbance, but which does not include involuntary sounds resulting from a disability;

(e) Bringing animals other than a trained Service Animal or EMBARK pre-approved Emotional Support Animal on EMBARK Transit Vehicles or EMBARK Facilities and Properties.

(f) Refusing to use required safety restraints on EMBARK Paratransit Vehicles ; or refusing to allow EMBARK Employees to secure mobility device on EMBARK Transit Vehicles;

(g) Unsafe conduct that interferes with or disrupts the safe operation of EMBARK Facilities or Properties or the EMBARK Transit Vehicles.

(h) Use of profane and vulgar language directed towards any Customer Service Representative.

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

(a) Use of counterfeit or stolen fare media or money or EMBARK ID;

(b) Disorderly conduct, committing any act which may create or incite to provoke a violent reaction of fear, anger or apprehension (includes threatening or harassing language);

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

(d) Refusing to leave EMBARK Facilities and Properties or EMBARK Transit Vehicle, after having been notified by an EMBARK Security, an EMBARK Contractor, or an EMBARK Employee or an Oklahoma City Police Officer;

(e) Obstructing or interfering with the safe operation of EMBARK Facilities and Properties or EMBARK Transit Vehicles.

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

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

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

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

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

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

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

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

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

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

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

### **Exclusion/Suspension**

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

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

**Exclusion/Suspension Ranges**

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

***Exclusion/Suspension***

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

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

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

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

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

### ***Ejection***

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

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

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

### **Rider Conduct Policy Procedures**

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

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

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

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

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

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

**VIII. Appeal Procedures**

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

EMBARK  
Transit Exclusion Appeals Board

2000 S May Ave  
Oklahoma City, OK 73108

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

The individual's appeal must state with specificity the alleged facts surrounding the incident, the grounds for the appeal, the address and telephone number, if any, where the individual may be reached, and a request to modify or alter the Exclusion/Suspension. The Transit Exclusion Appeals Board will review the appeal and any request for temporary EMBARK Service. EMBARK Employees will gather applicable information for the Transit Exclusion Appeals Board hearing. The Transit Exclusion Appeals Board shall hold a hearing within thirty (30) working days after the appeal request has been received. Notice of the Transit Exclusion Appeals Board hearing including a statement of the time, place and nature of the hearing shall be mailed to the aggrieved individual at least fifteen (15) working days prior to the hearing. After receipt of the appeal, an Individual with a disability is allowed to use EMBARK Services during the appeal period, provided that an appeal is submitted in a timely manner in accordance with the appeal submission period and the individual does not present an imminent threat to others. Exclusion/Suspension Orders and violations shall continue as specified pending an appeal, unless the Transit Exclusion Appeals Board finds that temporary EMBARK Service is warranted, and necessary under the circumstances. The Transit Exclusion Appeals Board consists of individuals appointed by the EMBARK Administrator.

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



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

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