



Board Report  
February 19, 2026

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1. **Call to Order and Roll Call** (Presenters – Greg Hahn, Robert Frye)
2. **Awards and Commendations** (Presenter – Jennifer Pyrz)
3. **Committee Reports** (Presenter – Adairius Gardner)
  1. Service Committee Report – Adairius Gardner
4. **Regular Agenda** (Presenter – Greg Hahn)
  1. A-1: Consideration and approval of Minutes from the Board Meeting held on January 15, 2026
  2. A-2: Consideration and approval of slate of nominees for 2026 Board Officer positions (Presenter – Robert Frye)
  3. A-3: Consideration and approval of contract for fractional executive support (Presenter – Jennifer Pyrz)
  4. A-4: Consideration and approval of new IndyGo Foundation Board Member (Presenter – Emily Meaux)
  5. A-5: Consideration and approval of 2026 Public Transportation Agency Safety Plan (Presenter – Kevin Neuman)
  6. A-6: Consideration and approval of Avail Technologies renewal (Presenter – Marcus Burnside)
  7. A-7: Consideration and approval of Microsoft 365 annual renewal (Presenter – Marcus Burnside)
  8. A-8: Consideration and approval of e-Builder Construction Management software renewal (Presenter – Sarah Stentz)
  9. A-9: Consideration and approval of West Washington Street Agreement with City of Indianapolis Department of Public Works (Presenter – Matthew Duffy)
  10. A-10: Consideration and adoption of Resolution No. 2026-03 approving and ratifying the updated IPTC Cafeteria Plan (Presenter – Cirsten Secrest)
5. **Information Items** (Presenter – Greg Hahn)
  1. I-1: Finance Report (Presenter – Justin Burcope)
  2. I-2: IndyGo Foundation Quarterly Report (Presenter – Emily Meaux)
  3. I-3: Department Reports
6. **Adjourn** (Presenter – Greg Hahn)

BOARD MEMBER'S NAME	APPOINTMENT	TERM
Gregory Hahn	COUNCIL	12/2/2024-8/5/2028
Mary Ann Fagan	MAYOR	8/4/2022-8/4/2026
Adairius Gardner	MAYOR	1/1/2025-12/31/2028
Stephanie Quick	COUNCIL	9/9/2024-8/5/2028
Adrienne Slash	COUNCIL	4/7/2025-3/3/2029
Stan Smith	MAYOR	9/1/2025-12/31/2028
Richard Wilson	COUNCIL	9/22/2025-9/22/2029

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## JANUARY 2026 SAFE DRIVER'S RECOGNITION



In accordance with the National Safety Council's Preventable Accident Standard, we proudly recognize the following operators for demonstrating exemplary safe driving practices throughout December 2025. These individuals have maintained a clean driving record, free of preventable accidents, and have contributed significantly to our commitment to safety and excellence.

Each recognized operator will receive a National Safety Council patch, pin, and certificate as a token of appreciation for their outstanding dedication to safe driving.

Operator	ID#	Years of Safe Driving	Years of Service
James Wilson	6780	35	47
Jack Wallace	6306	14	21
Carmon Bobbitt	8474	11	13
McKensey Rainey	8547	10	13
Tamanika Burke	8627	8	12
Darryl Kinslow	8650	7	12
DaRell French	9719	6	6
Gregory Gilbert	10376	2	4
Shakima Clark	11091	2	2
Tyrell Phelps	10779	2	3
Melissa Mitchell	11409	1	2
Marty Weathers	10885	1	3
Angela Womble	10996	1	3

### Awardees List:

We commend these operators for their commitment to safety and encourage all team members to continue striving for excellence on every journey. Your dedication keeps our roads safe and our community strong.

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*IndyGo*<sup>SM</sup>

February Board Meeting  
Awards and Commendations



# IndyGo January 2026 Safe Drivers

These Operators were recognized for their safe driving for the month of January and received a National Safety Council patch, pin, and certificate



Operator	Years of Safe Driving	Years of Service
James Wilson	35	47
Jack Wallace	14	21
Carmon Bobbitt	11	13
McKensey Rainey	10	13
Tamanika Burke	8	12
Darryl Kinslow	7	12
DaRell French	6	6
Gregory Gilbert	2	4

# 35 Years of Safe Driving



**James Wilson**  
**Coach Operator, Fixed Route**  
**47 years of service to IndyGo**

***IndyGo***<sup>SM</sup>

# February Operations Employee of the Month

**Floyd Houston**  
**Coach Operator, Fixed Route**

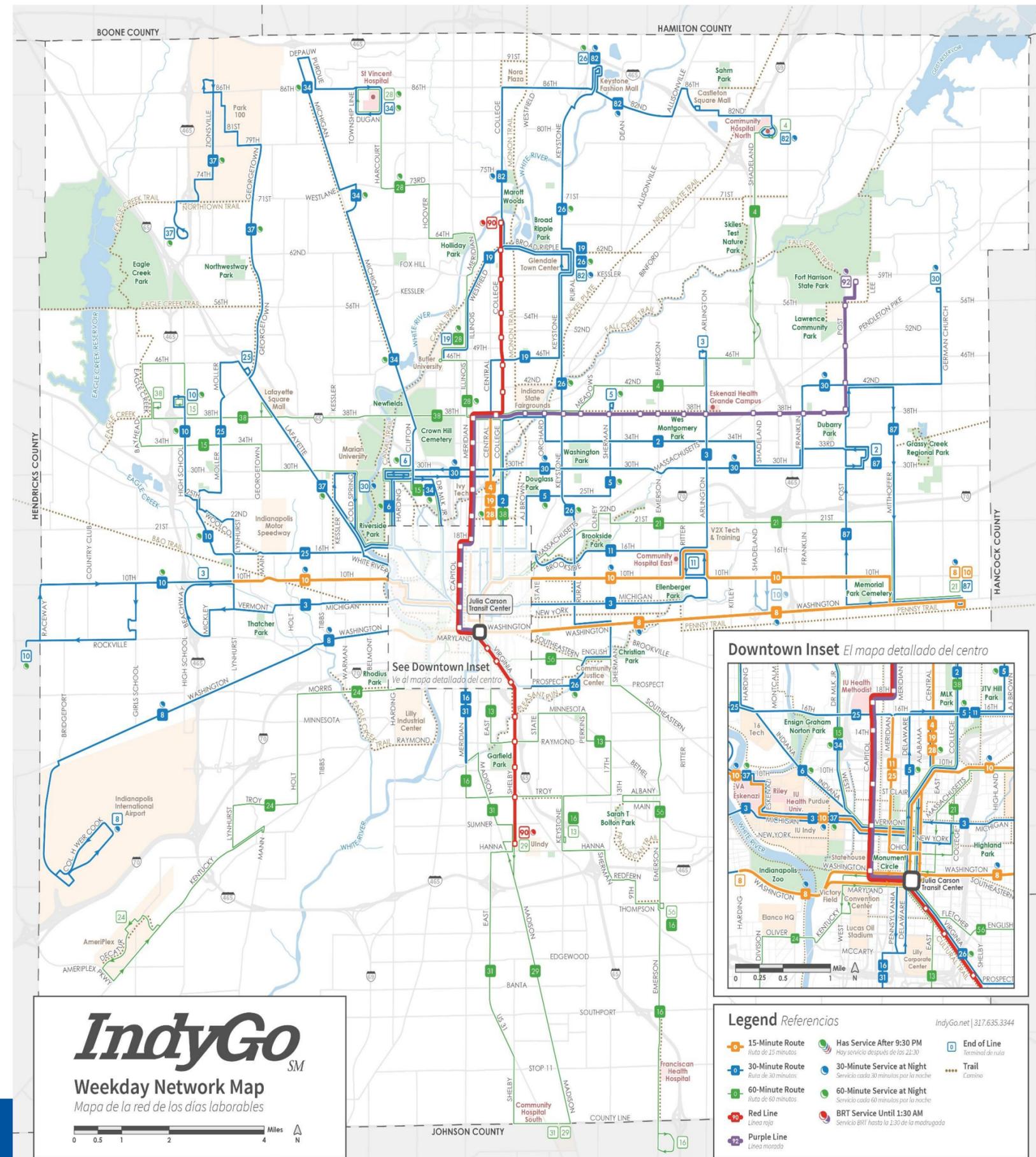


**IndyGo**<sup>SM</sup>

# Updated Route Map

New design features include:

- Accessibility
- Trails as Transportation
- Night Service Information
- Shading for parks, hospitals, and special land uses



# Cheers to Innovation!

## Low Bridge Notification System



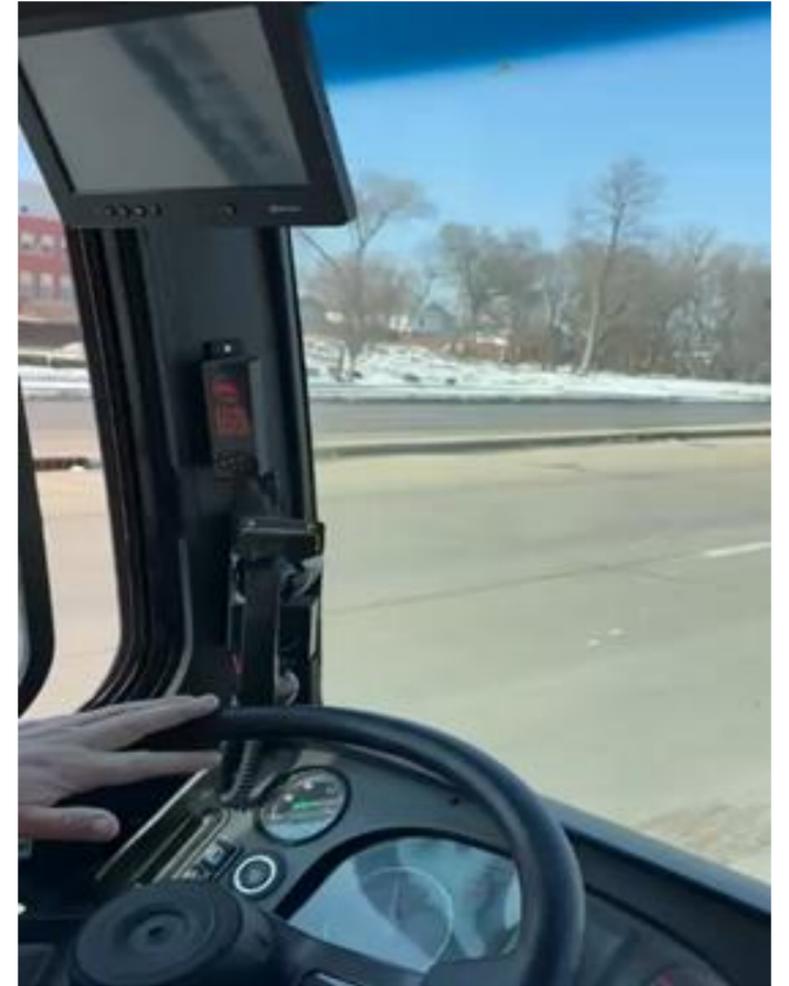
# Meet the Innovators



**Will Bolton,**  
High Voltage Technician

**Thierno Balde,**  
Director of Maintenance

**Andrew Duncan,**  
High Voltage Technician



# Interim Chief Financial Officer



**Justin Burcope**  
**Interim Chief Financial Officer**

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Indianapolis Public Transportation Corporation  
dba IndyGo  
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Indianapolis, IN 46222  
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## Service Committee Chairperson Report – February 2026

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**To:** Board of Directors  
**Through:** President/CEO Jennifer Pyrz  
**From:** Service Committee Chairperson Adairius Gardner  
**Date:** February 19, 2026

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**ACTION:**

A report of the meeting of the Service Committee held on February 12, 2026 presented at the Board of Directors meeting on February 19, 2026.

**RECOMMENDATION:**

Receive the report.

**Adairius Gardner**  
**Service Committee Chairperson's Report**  
February 12, 2026

The Service Committee met on February 12, 2026, at 8:30 AM. In attendance were Committee Chair Adairius Gardner, Member Stan Smith, and Member Stephanie Quick, establishing a quorum.

The Committee heard and accepted the following items:

1. I-1: Operations Staffing Introductions (Presenter – Annette Darrow)
2. I-2: ABBG Intro and ABBG Satisfaction Survey Results (Presenter – Ryan Wilhite)
3. I-3: Red Line After Traffic Study Report (Presenter – Matt Duffy)
4. I-4: Fair Chance Screening & Hiring Policy (Presenter – Stephanie Sikorski)
5. I-5: Blue Line Construction Update (Presenter – Mike Schneider)
6. I-6: MAC Report (Presenter – Chris Hollingsworth)

Mr. Chair, that concludes the report.

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# January 2026 Board of Directors & Annual Board of Finance

## Meetings Minutes

IndyGo

1/15/2026 4:00 PM EDT

@ 9503 E 33rd St- IndyGo HQ

### **Attendance**

#### **Present:**

Members: Gregory Hahn, Richard Wilson, Jr., Mary Ann Fagan, Adrienne Slash and Stan Smith

Staff: Jennifer Pyrz, Bob Frye, Andrea Hermer, Brian Atkinson, Brooke Thomas, Michael Schneider, Thierno Balde, Brian Clem, Britt Griffin and Bart Brown

#### **Absent:**

Members: Adairius Gardner, Stephanie Quick

#### **Guests:**

NONE

#### **1. Call to Order and Roll Call** (Presenters – Gregory Hahn, Robert Frye)

[January Board Cover](#)

[January 2026 Board Agenda](#)

Chairperson Hahn called the meeting to order at 4:01 p.m. Mr. Frye then conducted roll call. Five members were present, thus establishing a quorum.

#### **2. Awards and Commendation** (Presenter – Jennifer Pyrz)

[Awards and Commendations](#)

[December 2025 Safe Drivers Recognition](#)

President and CEO Jennifer Pyrz gave an update on the Awards and Commendations for December 2025.

#### **3. Committee Chairperson Reports** (Presenter – Gregory Hahn)

##### **1. Governance & Audit Committee Report – Adairius Gardner**

[Governance & Audit Committee Chairperson Report](#)

The Governance & Audit Committee Report for its meeting on January 8, 2026 was entered into the record by Chairperson Hahn without objection.

#### **4. Regular Agenda** (Presenter – Gregory Hahn)

##### **1. A-1: Consideration and Approval of Minutes from the Board Meeting held on December 18, 2025.**

(Presenter – Gregory Hahn)

[A-1 December 2025 Board of Director Minutes](#)

**Motion:** Approval of Minutes from the Board Meeting held on December 18, 2025. Motion made by Director Slash and seconded by Director Fagan. Voice Vote: Gregory Hahn-AYE, Richard Wilson, Jr.-AYE, Mary Ann Fagan-AYE, Adrienne Slash-AYE, Stan Smith-AYE. Motion carried 5-0.

##### **2. A-2: Consideration and approval of TO #9 – EC Garage Design Services, 30%-60%** (Presenter – Andrea Hermer)

[A-2 TO #9 – EC Garage Design Services, 30%-60%](#)

It was recommended that the Board of Directors authorize the President and CEO to execute a new task order with CDM Smith under Contract No. 22-06-453 to complete design for the East Campus Fleet Operations and Storage Facilities Project in an amount not to exceed \$2,914,464. Approval of this task order will increase the new contract total, including all task orders, to \$5,398,951.89.

**Motion:** Approval of TO #9 – EC Garage Design Services, 30%-60%. Motion made by Director Wilson and seconded by Director Fagan. Voice Vote: Gregory Hahn-AYE, Richard Wilson, Jr.–AYE, Mary Ann Fagan-AYE, Adrienne Slash-AYE, Stan Smith-AYE. Motion carried 5-0.

3. **A-3: Consideration of Approval of 2026 Governance & Audit Risk Universe /Heat Map** (Presenter – Brian Atkinson)

[A-3 GA 2026 Risk Review](#)

It was recommended that the Board of Directors authorize the President and CEO to review and receive Governance & Audit Risk Universe/Heat Map 2026.

**Motion:** Approval of 2026 Governance & Audit Risk Universe /Heat Map. Motion made by Director Wilson and seconded by Director Slash. Voice Vote: Gregory Hahn-AYE, Richard Wilson, Jr.–AYE, Mary Ann Fagan-AYE, Adrienne Slash-AYE, Stan Smith-AYE. Motion carried 5-0.

4. **A-4: Consideration of Approval of 5-year Capital Plan Update** (Presenter – Brooke Thomas)

[A-4 5-year Capital Plan Update](#)

It was recommended that the IPTC Board of Directors approve the 2025 update to IndyGo's 5-year Capital Plan.

**Motion:** Approval of IndyGo's 5-year Capital Plan Update. Motion made by Director Fagan and seconded by Director Slash. Voice Vote: Gregory Hahn-AYE, Richard Wilson, Jr.–AYE, Mary Ann Fagan-AYE, Adrienne Slash-AYE. Motion carried 5-0.

5. **A-5: Consideration and Approval of Blue Line Change Order, Pkg B Amount** (Presenter – Michael Schneider)

[A-5 Blue Line Change Order, Pkg B Amount](#)

It was recommended that the Board of Directors authorize the President and CEO to execute a contract change order with F.A. Wilhelm Construction Company, Inc. for an amount not to exceed \$564,368 to add a station platform coating to each Bus Rapid Transit (BRT) station, bringing the new contract total to \$35,427,602.54.

**Motion:** Approval of Blue Line Change Order, Pkg B Amount. Motion made by Director Smith and seconded by Director Slash. Voice Vote: Gregory Hahn-AYE, Richard Wilson, Jr.–AYE, Mary Ann Fagan-AYE, Adrienne Slash-AYE, Stan Smith-AYE. Motion carried 5-0.

6. **A-6: Consideration and Approval to execute a contract with CINTAS Corporation** (Presenter – Thierno Balde)

[A-6 Contract with CINTAS Corporation](#)

It was recommended that the Board of Directors authorize the President and CEO to enter into a two-year contract with CINTAS Corporation to provide rental services for employee uniforms, shop towels and floor mats, at a total cost not to exceed \$360,900.

**Motion:** Approval to enter into a contract with CINTAS Corporation for employee uniform, shop towel and floor mat rental services. Motion made by Director Fagan and seconded by Director Wilson. Voice Vote: Gregory Hahn-AYE, Richard Wilson, Jr.–AYE, Mary Ann Fagan-AYE, Adrienne Slash-AYE, Stan Smith-AYE. Motion carried 5-0.

7. **A-7: Consideration of Approval of Anti-Drug and Alcohol Policy revisions** (Presenter – Brian Clem)

[A-7 Anti-Drug and Alcohol Policy revisions](#)  
[Anti-Drug and Alcohol Misuse Policy](#)

It was recommended that the Board of Directors authorize the President and CEO to approve updates and revisions to the IPTC Anti-Drug and Alcohol Misuse Policy. If approved, the updated policy will go into effect on February 1, 2026.

**Motion:** Approval of Anti-Drug and Alcohol Policy revisions (Presenter – Brian Clem). Motion made by Director Wilson and seconded by Director Fagan. Voice Vote: Gregory Hahn-AYE, Richard Wilson, Jr.–AYE, Mary Ann Fagan-AYE, Adrienne Slash-AYE, Stan Smith-AYE. Motion carried 5-0.

8. **A-8: Consideration and adoption of Resolution No. 2026-1, Acquisition of Real Estate Interests from the City for Blue Line** (Presenter – Robert Frye)

[A-8 Resolution No. 2026-01](#)  
[Resolution No. 2026-01](#)

It was recommended that the Board of Directors adopt Resolution No. 2026-01 approving the acquisition of certain real estate interests from the City of Indianapolis necessary for the Blue Line Bus Rapid Transit Project.

**Motion:** Approval and adoption of Resolution No. 2026-1, Acquisition of Real Estate Interests from the City for Blue Line. Motion made by Director Wilson and seconded by Director Fagan. Roll Call Vote: Gregory Hahn-AYE, Richard Wilson, Jr.–AYE, Mary Ann Fagan-AYE, Adrienne Slash-AYE, Stan Smith-AYE. Motion carried 5-0.

9. **A-9: Consideration and adoption of Resolution No. 2026-2, Mobility Advisory Committee Bylaws** (Presenter – Robert Frye)

[A-9 Resolution No. 2026-2 of the Mobility Advisory Committee Bylaws](#)  
[Resolution No. 2026-02](#)

It was recommended that the Board of Directors adopt Resolution No. 2026-02 approving updated Bylaws of the Board's Mobility Advisory Committee.

**Motion:** Approval and adoption of Resolution No. 2026-2 approving updates to the Mobility Advisory Committee Bylaws. Motion made by Director Slash and seconded by Director Wilson. Roll Call Vote: Gregory Hahn-AYE, Richard Wilson, Jr.–AYE, Mary Ann Fagan-AYE, Adrienne Slash-AYE, Stan Smith-AYE. Motion carried 5-0.

10. **A-10: Consideration of Approval of Tuition Reimbursement Policy** (Presenter – Britt Griffin)

[A-10 Tuition Reimbursement Policy](#)

It was recommended that the Board of Directors approve an updated Tuition Reimbursement Policy for IPTC employees.

**Motion:** Approval of Tuition Reimbursement Policy. Motion made by Director Fagan and seconded by Director Smith. Voice Vote: Gregory Hahn-AYE, Richard Wilson, Jr.–AYE, Mary Ann Fagan-AYE, Adrienne Slash-AYE, Stan Smith-AYE. Motion carried 5-0.

5. **Information Items** (Presenter – Gregory Hahn)

1. **I-1: Blue Line Change Order Update: All C/Os over \$100k < \$250k** (Presenter – Michael Schneider)

[I-1: Blue Line Change Order Update Pkg A and C](#)

The Board heard the Blue Line Change Order Update Report from Construction Project Manager Michael Schneider and received the report.

2. **I-2: Blue Line Pogue's Run Tunnel Repairs** (Presenter –Michael Schneider)

[I-2: Blue Line Pogue's Run Tunnel Repairs](#)

The Board heard about the Blue Line Pogue's Run Tunnel repairs from Construction Project Manager Michael Schneider and received the report.

3. **I-3: Annual Election of Board Officers Announcement for 2026** (Presenter – Robert Frye)

[I-3: Annual Election of Board Officers Announcement for 2026](#)

The Board heard the announcement of a slate of nominees for Board officer positions for 2026 from Chief Legal Officer Robert Frye and received the report.

4. **I-4: Department Reports**

[HR Board Report January 2026](#)

[PA Board Report January 2026](#)

[R-2 Planning and Capital Projects Report 2026-1](#)

[Risk and Safety Board January 2026](#)

[December 2025 Operations Division 1.10.26](#)

[1.13.26 Foundation Report to IndyGo Board](#)

The Board received Department Reports for review.

5. **Adjourn** (Presenter – Gregory Hahn)

On the order of Chairperson Hahn and there being no objection, the meeting was adjourned at 4:54 p.m.

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# Annual Board of Finance Meeting

## Attendance

### Present:

Members: Gregory Hahn, Richard Wilson, Jr., Mary Ann Fagan, Adrienne Slash, and Stan Smith  
Staff: Jennifer Pyrz, Robert Frye and Bart Brown

### Absent:

Members: Adairius Gardner, Stephanie Quick

### Guests:

NONE

1. **Call to Order and Roll Call** (Presenters – Gregory Hahn, Robert Frye)

[January Board of Finance Cover](#)  
[January 2026 Board of Finance Agenda](#)

Chairperson Hahn called the meeting to order at 5:02 p.m. Mr. Frye then conducted roll call. Five members were present, thus establishing a quorum.

2. **Regular Agenda** (Presenter – Gregory Hahn)

1. **A-1: Consideration and Approval of Board of Finance Recommendation.** (Presenter – Bart Brown)

[A-1 2025 Board of Finance Summary Letter](#)  
[Invest Int Earn 2025](#)  
[IPTC Investment Policy 2025](#)

The Board heard the Board of Finance Recommendation from Chief Financial Officer Bart Brown. There were no changes to the investment plan; therefore, Chief Legal Officer Robert Frye advised that there was no action needed by the Board other than receiving the report. The Board received the report.

3. **Adjourn** (Presenter – Gregory Hahn)

On the order of Chairperson Hahn and there being no objection, the meeting was adjourned at 5:06 p.m.

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Date of Memo: February 10, 2026  
Board Meeting: February 19, 2026

**BOARD MEMORANDUM**

**TO:** Indianapolis Public Transportation Corporation Board of Directors  
**THROUGH:** President and Chief Executive Officer Jennifer Pyrz  
**FROM:** Chief Legal Officer Robert Frye  
**SUBJECT:** Consideration and approval of slate of nominees for 2026 Board Officer positions

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**ACTION ITEM A – 2**

**RECOMMENDATION:**

It is recommended that the Board of Directors approve the following slate of nominees for the positions of Board Chair, Vice Chair, Treasurer, and Secretary for 2026:

**2026 Board Officer Election Slate**

Board Office	Nominee
President	Gregory Hahn
Vice President	Adairius Gardner
Treasurer	Richard Wilson, Jr.
Secretary	Mary Ann Fagan

If the slate is approved, each nominee will serve in their respective Board Officer position from February 2026 through January 2027 or until their successor is duly elected.

**BACKGROUND:**

The Board’s Bylaws provide that the Board shall annually elect from its membership a Chair, a Vice-Chair, a Treasurer, and a Secretary at its regular meeting held in February. Any Board member may self-nominate or nominate another Board member for an officer position, and a majority vote is sufficient to elect each Board officer. Board Members were given the opportunity to make nominations for each office following the Board’s regular meeting in November 2026 through 12:00 p.m. on January 9, 2026.

**DISCUSSION:**

At the Board’s meeting on January 15, 2026, it was announced that six Board Members had submitted nomination forms and each one nominated the same persons to each office. Accordingly, there is no need for the Board to hold an election for individual offices because none of the offices is contested.

**FISCAL IMPACT:**

Not applicable.

**DBE/XBE DECLARATION:**

Not applicable.

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**BOARD MEMORANDUM**

**TO:** Indianapolis Public Transportation Corporation (IPTC) Board of Directors  
**FROM:** President and CEO Jennifer Pyrz  
**SUBJECT:** Consideration and approval of contract for fractional executive support

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**ACTION ITEM A – 3**

**RECOMMENDATION:**

It is recommended that the Board of Directors authorize the President and Chief Executive Officer to execute a contract with Human Zone Biz for fractional executive support, in an amount not to exceed \$200,000, for a period of up to six months.

**BACKGROUND:**

IPTC is currently undergoing a leadership transition within the Department of People. To preserve critical capacity, maintain continuity of services and ensure compliance during this transition, IPTC seeks to engage an experienced external resource to serve in an interim Chief People Officer role.

Fractional executive support provides a cost-effective and timely means to stabilize HR functions while the permanent Chief People Officer search is underway.

**DISCUSSION:**

Human Zone Biz is led by Claudia Williams, an executive coach, strategist, and leadership expert with extensive experience in labor relations, HR leadership, and employment compliance. Her prior roles include:

- Labor & employment attorney and former equity partner in private practice
- Associate General Counsel – Global HR & Litigation, The Hershey Company
- Executive advisor to organizations navigating HR transformation and workforce transitions

Engaging Claudia will help ensure:

- Stability in IPTC’s HR operations and employee-facing services
- Continued compliance with federal workforce obligations
- Strong leadership support for frontline worker well-being, employee relations, and equitable employment practices
- Direct CEO support during recruitment and selection of a permanent Chief People Officer

While the cost of fractional executive support is significant, not securing interim leadership during this transition would place additional strain on the existing People team and increase the risk of delays in high-priority HR and compliance activities. Even with a strong and capable staff, gaps in executive-level capacity can lead to operational slowdowns or compliance exposure that ultimately create higher organizational costs. Timely interim support helps stabilize workload and maintain continuity while the permanent Chief People Officer search is underway.

**FISCAL IMPACT:**

This engagement will be funded through the executive operating budget.

**DBE/XBE DECLARATION:**

This procurement does not provide subcontracting opportunities.

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Memo Date: February 5, 2026  
Board Meeting: February 19, 2026

**BOARD MEMORANDUM**

**TO:** Indianapolis Public Transportation Corporation (IPTC) Board of Directors  
**THROUGH:** President/CEO Jennifer Pyrz  
**FROM:** IndyGo Foundation Executive Director Emily Meaux  
**SUBJECT:** Consideration and approval of new Foundation Board Member

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**ACTION ITEM A – 4**

**RECOMMENDATION:**

It is recommended that the IndyGo Board approve the appointment of Mark Young to the IndyGo Foundation Board.

**BACKGROUND:**

The bylaws of the Indianapolis Public Transportation Foundation (dba IndyGo Foundation) require the Board of Directors of the Indianapolis Public Transportation Corporation (IPTC) to approve Board Members for the Foundation.

The Foundation Board currently consists of 16 members and Bylaws allow the Board to grow to 19. At their January 23<sup>rd</sup> meeting, the IndyGo Foundation Board approved recommending Mark Young for consideration by the IndyGo Board.

Mark Young is the new Executive Director of Indy Gateway. Indy Gateway Inc., an organization dedicated to the stabilization and rejuvenation of the west side of Indianapolis through community and economic development. The previous Executive Director, Lisa Bentley, served on the IndyGo Foundation Board for 2 years until she retired in December, 2025. Mr. Young's nomination to the Board was supported by IndyGo Foundation Board member, Tedd Grain.

Mark Young has three decades of public and private sector leadership experience in real estate development, housing finance and community planning. Young's career is marked by a deep commitment to impactful community work, particularly during his tenure at the Indiana Housing and Community Development Authority (IHCDA, formerly IHFA). From 2007 to 2012, he served as the Chief Operating Officer and Deputy Executive Director, where he managed all agency operations and coordinated the administration of over \$500 million annually in affordable housing and community development funding. In the private sector, he is the owner of Crossroads Development & Consulting Company and Urban Property Group.

**DISCUSSION:** The prospective IndyGo Foundation Board Member presented for your consideration is Mark Young.

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Date of Memo: February 04, 2026  
Board Meeting: February 19, 2026

**BOARD MEMORANDUM**

**TO:** Indianapolis Public Transportation Corporation (IPTC) Board of Directors  
**THROUGH:** President and CEO Jennifer Pyrz  
**FROM:** Risk and Safety Manager, Kevin Neumann  
**SUBJECT:** Consideration and approval of 2026 Public Transportation Agency Safety Plan (PTASP) revisions

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**ACTION ITEM A – 5**

**RECOMMENDATION:**

It is recommended that the Board of Directors approve updates and revisions to the IndyGo Public Transportation Agency Safety Plan (PTASP) for 2026.

**BACKGROUND:**

The Federal Transit Administration (FTA) requires each transit agency to have a PTASP, which is a formal, top-down, organization-wide approach to managing safety and risk, and assuring the effectiveness of a transit agency's safety practices and culture. The plan aims to enhance transit safety by establishing a framework for agencies to manage safety risks and continuously improve their safety performance targets. The plan defines safety accountability at all levels throughout the agency.

**DISCUSSION:**

Federal regulations, 40 CFR § 673, require that the PTASP be audited and revised annually to include updated federal agency requirements, data analysis of Safety Key Performance Indicators (KPIs), and collaboration with the internal Safety and Security Committee charter members. Failure to comply with this requirement subjects IPTC to a range of FTA enforcement options, including being ineligible to receive FTA grant funds, until the recipient satisfies compliance. A draft of the updated plan was submitted to the committee on Jan. 28 for review, and a meeting was held on Feb. 5, at which the committee voted 10- to endorse the plan..

**FISCAL IMPACT:**

Not Applicable.

**DBE / XBE DECLARATION**

Not Applicable.

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**PUBLIC  
TRANSPORTATION  
AGENCY  
SAFETY  
PLAN  
2026**



Indianapolis Public Transportation Corporation, dba IndyGo

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### Plan Development, Approval, and Updates

Indianapolis Public Transportation Corporation, IndyGo, has developed this plan with the goal in mind of providing a safe transportation service to our customers, the citizens of our service area, and the employees of our company. The IndyGo Public Transportation Agency Safety Plan (PTASP) provides a systematic, initiative-taking approach to guide our organization during periods of emergency, whether natural or man-made disasters, as well as when disasters are forecasted or imminent. Our management team will be instrumental to our success by providing direction, communication, and accountability for all emergency response activities. The coordination of emergency response activities will mirror the National Incident Management System (NIMS) to ensure that tasks are organized, communicated, and accomplished with little or no duplication of effort. This plan was designed to guide us in:

- Preparedness
- Providing a superior level of safety in our transit operations.
- Identifying the succession plan and responsibilities for IndyGo.
- Maximizing our resources during an emergency response or crisis.
- Managing continuity of operations during incidents.
- Complying with all agencies at the Federal, State, Tribal, and Local levels to work together to prepare for, prevent, respond to, and recover from emergency incidents.

During emergency incidents, the role of IndyGo is to support the efforts of police, fire, and all other first responders. Transit equipment and personnel may be used for evacuations, shelter, or transport of emergency workers at the scene of an incident. Normal transit services may need to be modified during emergency incidents, but IndyGo remains committed to providing safe, reliable transportation to the public to the greatest extent possible.

The individuals below, and signing this Public Transportation Agency Safety Plan, (PTASP) verify that it was prepared with the *appropriate and applicable* requirements and guidelines set forth by the Federal Transit Administration in 49 CFR Parts 659, 625, 630, 655, 670, 672, 673, 674 and others, and the Metropolitan Planning Organization Program Standard; that they are authorized representatives of the Board of Directors that their signatures attest that all items and conditions contained in this plan are understood, accepted and approved; and that they are committed to implementing the Safety Plan and achieving its safety goals and objectives.

APPROVED BY:

Jennifer Pyrz, President and Chief Executive Officer	Date
Greg Hahn, Board of Directors Chair	Date



### Revisions/Amendments

Revision No.	Revision Date	Revised Sections	Purpose
001	01/01/2023	ALL	Annual review and approval
002	01/01/2024	ALL	Annual review and approval
003	01/01/2025	ALL	Annual review and approval
004	01/01/2026	ALL	Annual review and approval

### Change Log

Number	Pages	Change
1	5 & 6	Updated with a chart for the PTASP Annual Review Process
2	6-9	Updated the annual signature approval box and updates/changes to the plan.
3	All	FTA PTASP Technical Assistance Center checklist for updates and changes
4	All	Reviewed updates to SSC members, SOP updates, Training updates, and Risk Reduction Plan updates



## Plan Approval, Certification, and Compliance Record

(49 CFR Part 673 – Public Transportation Agency Safety Plan)

### General Information (49 CFR §673.11; §673.13)

Name of Entity That Drafted This Plan	Indianapolis Public Transportation Corporation (IndyGo)
---------------------------------------	---

### Accountable Executive Approval (49 CFR §673.13(a); §673.23(a))

Signature of Accountable Executive	
Name and Title	Jennifer Pyrz, President and CEO
Date of Signature	

### Board of Directors Approval (49 CFR §673.13(b))

Approving Authority	IndyGo Board of Directors
Signature of Approving Authority	
Name of Individual and Title Providing Approval	Greg Hahn, Board of Directors Chair
Date of Approval	
Relevant Documentation (Title and Location)	IndyGo Agency Safety Plan (ASP) – IndyGo SharePoint

### Certification of Compliance (49 CFR §673.31(a))

Signature of Individual Certifying Compliance	
Name of Individual and Title Certifying Compliance	Brian Clem, Director of Risk and Safety
Date of Certification	
Relevant Documentation (Title and Location)	IndyGo Agency Safety Plan (ASP) – IndyGo SharePoint

### Certification of Compliance with 49 CFR Part 673 – TAMS (49 CFR §673.31(b))

Signature of Individual / Entity Certifying in TAMS	
Name of Individual / Entity Certifying in TAMS	
Date of Certification in TAMS	
System Used	Transit Award Management System (TAMS)
Relevant Documentation (Title and Location)	IndyGo Agency Safety Plan (ASP) – IndyGo SharePoint



Safety and Security Committee Approval					
<u>Approval By</u>	<u>Title of Individual</u>	<u>Department of Individual</u>	<u>Union Representative</u>	<u>Signature</u>	<u>Date of Signature</u>
Brian Clem	Director of Risk and Safety, CSO	Risk and Safety	No	DocuSigned by: <i>Brian Clem</i> 3E8DEC749DF2440...	2/6/2026
Mark Emmons	Assistant Director of Security	Security	No	DocuSigned by: <i>Mark Emmons</i> B90DD612577A4CE...	2/5/2026
Cheryl Purefoy	Deputy Chief of Fleet, Maintenance and Facilities	Transportation	No	DocuSigned by: <i>Cheryl Purefoy</i> D787BBBF5F004CD...	2/10/2026
Timothy Cox	Deputy Chief of Transit Operations	Transportation	No	Signed by: <i>Tim Cox</i> F79B03F58CF3431...	2/6/2026
Devon Smith	Director of Bus Fleet Services	Fleet Services	No	Signed by: <i>Devon Smith</i> 40FD3BC7591B423...	2/9/2026
Joseph Dailey	Mechanic-Defect	Vehicle Maintenance	Yes	Signed by: <i>Joseph Dailey</i> 62EE88AC7F50446...	2/11/2026
William Hazen	Professional Coach Operator	Transportation	Yes	Signed by: <i>William Hazen</i> 57E3D11BD9D1429...	2/6/2026
Burt Garcia	Lead Instructor	Training	Yes	DocuSigned by: <i>Burt Garcia</i> F847B274B7534CD...	2/6/2026
Keary Bradford	Professional Coach Operator	Transportation	Yes	Signed by: <i>Keary Bradford</i> 7CDA38C1A9F84A2...	2/7/2026
Chad Lothridge	Mechanic-Defect	Vehicle Maintenance	Yes	Signed by: <i>Chad Lothridge</i> 737844C6731452...	2/7/2026



<b>Version Number and Updates</b>			
<i>Record the complete history of successive versions of this plan.</i>			
<b>Version Number</b>	<b>Section/Pages Affected</b>	<b>Reason for Change</b>	<b>Date Issued</b>
001	35	Implementation	07/20/2020
002	ALL	FTA review summary	08/28/2020
003	ALL	FTA 2nd review summary	09/28/2020
004	ALL	Annual Review	12/01/2021
005	ALL	Updates from Bipartisan Infrastructure Law changes to 49 U.S.C § 5329(d)	06/01/2022
006	ALL	Annual Review, update, and approval	03/01/2023
007	ALL	Annual Review, update, and approval	03/01/2024
008	ALL	Annual Review, update, and approval	03/01/2025
009	ALL	Annual Review, update, and approval	03/01/2026

<b>Annual Review and Update of the Public Transportation Agency Safety Plan</b>		
<i>An annual review was conducted by the Risk and Safety Director with the key stakeholders identified in this plan.</i>		
<b>Responsible for Review</b>	<b>Date PTASP Reviewed By</b>	<b>Date Safety Performance Targets Reviewed By</b>
The Director of Risk and Safety (Assigned Chief Safety Officer) with the Safety and Security Committee (SSC)	March 1st	March 1st
Changes made are reviewed with and approved by the IndyGo CEO (Accountable Executive)	March 1st	March 1st

Date	ASP Development & Review Status	Major Tasks and Activities
August 2020	Complete the initial Draft of ASP	<ul style="list-style-type: none"> <li>✓ Develop an initial draft ASP, using FTA’s template or agency’s outline. <ul style="list-style-type: none"> <li>○ Be sure to reference existing and newly developed policies, processes, procedures, or activities, to an appropriate extent.</li> </ul> </li> <li>✓ Reach out to FTA’s PTASP TAC to schedule a review of your initial draft ASP or to conduct a technical assistance session.</li> <li>✓ Schedule a meeting with the Board of Directors to approve the ASP by October 2020</li> <li>✓ Brief the Accountable Executive on the progress.</li> </ul>
October 2020	Obtain approvals and final required signoffs by Accountable Executive and Board of Directors or equivalent authority	<ul style="list-style-type: none"> <li>✓ Meet with the Accountable Executive to review.</li> <li>✓ the final ASP</li> <li>✓ Obtain the Accountable Executive signature on the final ASP</li> <li>✓ Initiate agency-wide communication and rollout strategy for the ASP</li> <li>✓ Meet with the Board of Directors for approval of the final ASP</li> </ul>
November 2020	Implement ASP as written	<ul style="list-style-type: none"> <li>✓ Implement the agency’s ASP, including the new Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion elements.</li> <li>✓ Annually review, update, and approve ASP (to reflect the maturity of the SMS and associated organizational and agency changes)</li> <li>✓ Annually, certify to FTA.</li> </ul>
December 2021	Review ASP	<ul style="list-style-type: none"> <li>✓ Annual Review process</li> </ul>
June 2022	Review ASP and add additional guidelines from FTA	<ul style="list-style-type: none"> <li>✓ Establish a Safety and Security Committee, convened using an equal number of frontline employees and management representatives. 50% Labor and 50% Management will chair the committee. Duties include responsibility for identifying safety deficiencies,</li> </ul>

		<p>and recommending, and analyzing the effectiveness of risk-based mitigations or strategies to reduce consequences identified in the agencies' safety risk assessment. The SSC committee approves the ASP and establishes performance targets for risk reduction before December 31st, 2022.</p> <ul style="list-style-type: none"> <li>✓ Develop, and add to their agency safety plan, a risk reduction program for transit operations to improve safety by reducing the number and rates of accidents, injuries, and assaults on transit workers based on data submitted to the national transit database.</li> <li>✓ Require personnel to meet the existing safety training requirements of PTASP and front-line personnel to complete de-escalation training.</li> <li>✓ Added content to include safety measures for riders and transit workers during public health emergencies. The agency will self-certify; plans are consistent with the Center for Disease Control guidelines to minimize exposure to infectious diseases.</li> <li>✓ The Agency Safety Plan includes performance targets based on the safety performance measures established in the National Public Transportation Safety Plan.</li> </ul>
<b>January 2023</b>	Review and update ASP	<ul style="list-style-type: none"> <li>✓ Reviewed the PTASP plan and provided updates to the plan.</li> <li>✓ Co-chairs of the SSC reviewed the plan for approval.</li> <li>✓ Updated 2023 Safety Targets.</li> </ul>
<b>January 2024</b>	Review and update of ASP	<ul style="list-style-type: none"> <li>✓ Reviewed the PTASP plan and provided updates to the plan.</li> </ul>



		<ul style="list-style-type: none"> <li>✓ SSC Charter Members reviewed the plan for approval.</li> <li>✓ Updated 2024 Safety Targets</li> </ul>
January 2025	Review and Update of ASP	<ul style="list-style-type: none"> <li>✓ Reviewed the PTASP plan and provided updates to the plan.</li> <li>✓ SSC Charter Members reviewed the plan for approval.</li> <li>✓ Updated plan from PTASP Technical Assistance Center checklist</li> <li>✓ Updated 2025 Safety Targets to meet Risk Reduction Plan requirements</li> </ul>
January 2026	Review and Update of ASP	<ul style="list-style-type: none"> <li>✓ Reviewed the PTASP plan and provided updates to the plan.</li> <li>✓ SSC Charter Members reviewed the plan for approval.</li> <li>✓ Updated 2026 Safety Targets to meet Risk Reduction Plan requirements.</li> </ul>

Review Transmitted to State Authority and Planning Organization	State Authority and Planning Organization Name	Name and Title of Responsible Person	Date Review Submitted
	Indianapolis Metropolitan Planning Organization	Jennifer Higginbotham Jennifer Dunn	March 2026
	Indiana Department of Transportation (INDOT)	Larry Buckel Office of Transit Manager	March 2026



## Executive Summary

### General

#### Applicability

Indianapolis Public Transportation Corporation, IndyGo, is committed to comprehensive safety planning. As an operator of a public transportation system that receives Federal financial assistance under Title 49 of the United States Code (USC) Chapter 53, IndyGo is subject to the appropriate and applicable requirements and guidelines set forth by the Federal Transit Administration (FTA), and this Public Transportation Agency Safety Plan is compliant with these requirements as well as with the requirements of the National Public Transportation Safety Plan (NSP).

#### Policy

IndyGo and the FTA have adopted the principles and methods of System Safety and Safety Management Systems (SMS) as the basis for enhancing the safety of public transportation. All rules, regulations, policies, guidance, best practices, and technical assistance administered will, to the extent practical and consistent with legal and other applicable requirements, follow the principles and methods of SMS.

IndyGo’s Public Transportation Agency Safety Plan, hereafter referred to as the “Safety Plan,” is an agency-wide safety plan that meets and is responsive to the FTA’s Public Transportation Agency Safety Program (PTASP) requirements as set forth by 49 CFR Part 673. The Safety Plan reflects the specific safety objectives, standards, and priorities of IndyGo. IndyGo has incorporated its System Safety compliance into SMS principles and methods tailored to the size, complexity, and scope of its public transportation system and the environment in which it operates.

### Transit Agency Information

<b>Transit Agency Name</b>	Indianapolis Public Transportation Corporation, dba IndyGo		
<b>Transit Agency Address</b>	1501 W. Washington Street, Indianapolis, IN. 46222		
<b>Name and Title of the Accountable Executive</b>	Jennifer Pyrz, President, and CEO of IndyGo		
<b>Name of the Assigned Chief Safety Officer</b>	Brian Clem, Director of Risk and Safety		
<b>Mode(s) of Service Covered by this Plan</b>	Fixed Route, Bus Rapid Transit (BRT), Paratransit (contracted)	<b>All FTA Funding Types (e.g., 5307, 5337, 5339)</b>	<b>Fixed Route 5307, 5339, 5337, 5309 BRT- 5309 Paratransit- 5310 and 5339</b>
<b>Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)</b>	Fixed Route, Bus Rapid Transit (BRT), Paratransit (contracted)		

## Definitions

*The following definitions used in this document are consistent with 49 CFR Parts 625, 630, 670, 673, and 674. The source of each is noted in brackets, including the “SMS Glossary of Terms: FTA’s Guide to Relevant Terms for SMS Development” of September 2016, shown as “[SMS]”.*

**Accident** – an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision involving an IndyGo vehicle; a runaway IndyGo vehicle; an evacuation for life safety reasons at any location, at any time, whatever the cause. [SMS]

An *accident* must be reported within the thresholds for notification and reporting outlined in Appendix A to Part 674. [674]

**Accountable Executive** – a single, identifiable person who has ultimate responsibility and accountability for the implementation and maintenance of the SMS of IndyGo; responsibility for carrying out the Safety Plan and Transit Asset Management Plan (TAMP); and control or direction over the human and capital resources needed to develop and maintain both the Safety Plan with 49 USC 5329 and TAMP.

The Accountable Executive at IndyGo is Jennifer Pyrz (President and CEO of Indianapolis Public Transportation Corporation, IndyGo).

**Administrator** -- the Federal Transit Administrator or the Administrator’s designee. [670, 674]

**Advisory** -- a notice from FTA to recipients regarding an existing or potential hazard or risk in public Transportation that recommends recipients take a particular action to mitigate the hazard or risk. [670]

**Agency Safety Plan (ASP)** – a document adopted by a Rail Fixed Guideway System, including IndyGo, detailing its safety policies, objectives, responsibilities, and procedures.

**ARB**—Accident Review Board

**Audit** -- examination of records and related materials, including, but not limited to, those related to financial accounts. [670]

**BTW** -- Behind-The-Wheel is a type of required Operator training.

**Capital assets** -- a unit of rolling stock, a facility, a unit of equipment, or an element of infrastructure used in public transportation. [625]

**CFO** -- Chief Financial Officer of IndyGo.

**Chief Safety Officer (CSO)** – an adequately trained individual who has responsibility for safety and reports directly to IndyGo’s Executive Officer, Chief Executive Officer, President, or equivalent officer. The CSO does not serve in other operational or maintenance capacities, unless IndyGo is a small public Transportation provider as defined in Part 673 or a public Transportation provider that does not operate a rail fixed guideway public Transportation system. [673, SMS] The Chief Safety Officer role at IndyGo is fulfilled by the Director of Risk and Safety.

**CM** -- Construction Manager.

**Consequence** -- the potential outcome(s) of a hazard. [SMS]

**Continuous Improvement** -- a process by which a transit agency examines safety performance to identify safety deficiencies and carry out a plan to address the identified safety deficiencies. [SMS]

**Contractor** -- an entity that performs tasks on behalf of IndyGo FTA, a State Safety Oversight Agency, or other transit agency, through contract or other agreement [674], including tasks required for compliance.

A contractor is a third party hired by the agency to fulfill a compliance need. The transit agency may not be a contractor for the oversight agency.

**COO** -- Chief Operations Officer at IndyGo.

**Corrective Action Plan** -- a plan developed by IndyGo that describes the actions that IndyGo will take to minimize, mitigate, correct, or eliminate risks and hazards, and the schedule for taking those actions. Either a State Safety Oversight Agency or FTA may require IndyGo to develop and carry out a corrective action plan. [670, 674, SMS]

**DBE** -- Disadvantaged Business Enterprise.

**Decision support tool** -- a methodology: (1) To help prioritize projects to improve and maintain the state of good repair of capital assets within the public Transportation system based on available condition data and objective criteria; or (2) To assess the financial needs of asset investments over time. [625]

**Direct recipient** -- an entity that receives funds directly from the Federal Transit Administration. [625]

**Directive** -- a formal written communication from FTA to one or more recipients that orders a recipient to take specific actions to ensure the safety of a public Transportation system. [670]

**EEO** -- Equal Employment Opportunity.

**Equipment** -- an article of nonexpendable, tangible property having a useful life of not less than one year. [625]

**Equivalent Authority** -- The Board of Directors of Indianapolis Public Transportation Corporation, IndyGo, is an entity that carries out duties for a recipient or sub-recipient of FTA funds under 49 U.S.C. Chapter 53, which includes the sufficient authority to review and approve the Safety Plan. [673, SMS]

**Event** -- an Accident, Incident, or Occurrence. [673, 674, SMS]

**Examination** -- a process for gathering facts or information, or an analysis of facts or information previously collected. [670]

**Facility** -- a building or structure that is used in the provision of public transportation. [625]

**FTA** -- the Federal Transit Administration.

**FMLA** -- Family Medical Leave Act.

**The full level of performance** is the objective standard for determining whether a capital asset is in a state of good repair. [625]

**Grade Crossing** (as defined in the National Transit Database glossary) is an intersection of roadways, railroad tracks, or dedicated transit rail tracks that run across mixed traffic situations with motor vehicles, streetcar, light rail, commuter rail, heavy rail, or pedestrian traffic, either in mixed traffic or semi-exclusive situations.

**Hazard** – any real or potential condition that can cause injury, illness, or death; damage to or loss of a facility, equipment, rolling stock, infrastructure, property, system, or IndyGo; or damage to the local environment, or reduction of ability to perform a prescribed function. [673, 674, SMS]

**Hazard Analysis** -- the formal activities to analyze potential consequences of hazards during operations related to the provision of services. [SMS]

**Human Factors** -- applied technology comprising principles that apply to equipment design, certification, training, operations, and maintenance, which seek a safe interface between the human and other system components by proper consideration of human performance. [SMS]

**Hazard Identification** -- formal activities to analyze potential consequences of hazards during operations related to the provision of service. [SMS]

**Human Performance** -- human capabilities and limitations that have an impact on the effectiveness and efficiency of operations related to the provision of services. [SMS]

**Horizon period** -- the fixed period within which IndyGo will evaluate the performance of its transit asset management plan. [625]

**Implementation strategy** -- the approach to carrying out transit asset management practices, including establishing a schedule, accountabilities, tasks, dependencies, roles, and responsibilities. [625]

**Incident** – an event that involves any of the following: a personal injury that is not serious; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of IndyGo. [673, 674, SMS]

An event must be reported to FTA’s National Transit Database by the thresholds for reporting outlined in Appendix A to Part 674. If a transit agency or State Safety Oversight Agency determines that an Incident meets the definition of an *Accident* in this section, that event must be reported to the SSOA by the thresholds for notification and reporting outlined in Appendix A to Part 674. [674]

IndyGo has also defined an Incident as an unexpected event, including security-related events, involving IndyGo passengers or employees that are not related to an accident. Incidents of significant magnitude must be reported to state and/or federal authorities. See Accident Reporting Threshold for a list of reportable events.

**Individual** -- a passenger, employee, contractor, other IndyGo facility worker, pedestrian, trespasser, or any person on IndyGo property.

**Engineering** -- permanent installations that interconnect capital assets for use in public transportation. [625]

**Inspection** -- a process for gathering facts or information, or an analysis of facts or information previously collected. Offer an inspection, and FTA may issue findings and recommendations. [670]

**Investigation** – the process of determining the causal and contributing factors of an accident, event, or hazard, to prevent recurrence and mitigate risk [673, 674, SMS] or investigation of an event [670].

**Lagging Indicators** -- provide evidence, through monitoring, that intended safety management outcomes have failed or have not been achieved. [SMS]

**Leading Indicators** -- provide evidence, through monitoring, that key safety management actions are undertaken as planned. [SMS]

**Management of Change** -- a process for identifying and assessing changes that may introduce new hazards or impact on the transit agency's safety performance. If a transit agency determines that a change may impact its safety performance, then the transit agency must evaluate the proposed change through its Safety Risk Management process. [SMS]

**MPO** – Metropolitan Planning Organization

**Near miss** -- a safety event where conditions with the potential to generate an accident, event, or occurrence existed, but where an accident, event, or occurrence did not occur because the conditions were contained by chance or by existing safety risk mitigations. [SMS]

**Key asset management activities** -- a list of the transit asset management activities that are critical to achieving a transit provider's transit asset management goals for a particular year. [625]

**National Public Transportation Safety Plan (NSP)** – the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53 [673, 674] or authorized at 49 U.S.C. 5329. [670]

**NTSB** -- the National Transportation Safety Board, an independent Federal agency. [674]

**Occurrence** – an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of IndyGo. [673, 674, SMS]

**Operational System Description** -- the analysis of operations to gain an understanding of critical operational interactions to identify hazards or those that have been identified, as well as to identify the mitigations in place to safeguard against the consequences of hazards. [SMS]

**Organizational Accident** -- an accident that has multiple causes involving many people operating at different levels of the respective agency. [SMS]

**Organizational System Description** -- a formal description of the structure of a transit agency, including departmental interfaces; functions and responsibilities, directly and indirectly, related to the delivery of transit service; and functions and responsibilities related to the safety management of service delivery. [SMS]

**The operator of a Public Transportation system** – a provider of public transportation, such as IndyGo, as defined under 49 U.S.C. 5302(14), and which does not provide service that is closed to the public and only available for a particular clientele. [673]

**Passenger** -- a person who is onboard, boarding, or alighting from an IndyGo-owned/operated transit vehicle for travel.

**Pattern or practice** -- two or more findings by FTA of a recipient’s noncompliance with the requirements of 49 U.S.C. 5329 and the regulations thereunder. [670]

**Performance criteria** – categories of measures indicating the level of safety performance within IndyGo. [673, SMS]

**Performance measure** -- a parameter that is used to assess performance outcomes. [625]

**Performance target** – a specific level of performance for a given performance measure over a specified timeframe. [625, 673]

**Person** -- a passenger, employee, contractor, pedestrian, trespasser, or any individual on the property of a fixed guideway public Transportation system. [674]

**PHA** -- Preliminary Hazard Analysis.

**PIP**- Performance Improvement Plan

**PPE** – Personal Protective Equipment.

**Practical Drift** – the slow and inconspicuous, yet steady, uncoupling between written procedures and actual practices during the provision of services. [SMS]

**Program Standard** - is a written document developed and adopted by Regional Agencies that describes the policies, objectives, responsibilities, and procedures used to provide safety and security oversight of transit agencies.

**Public Transportation Agency Safety Plan (PTASP)** -- the comprehensive agency safety plan for IndyGo that is required by 49 U.S.C. 5329 and Part 673 [673], based on a Safety Management System. Until one year after the effective date of FTA’s PTASP final rule, a System Safety Program Plan (SSPP) developed under 49 CFR part 659 may serve as the transit agency’s safety plan. [674]

**Public Transportation Safety Certification Training Program** -- either the certification training program for Federal and State employees, or other designated personnel, who conduct safety audits and examinations of public transportation systems, and employees of public transportation agencies directly

responsible for safety oversight, established through interim provisions by 49 U.S.C. 5329(c)(2), or the program authorized by 49 U.S.C. 5329(c)(1). [674]

**Public Transportation System** -- the entirety of IndyGo's operations, including the services provided through contractors. [625, SMS]

**Recipient** -- an entity that receives Federal financial assistance under 49 USC Chapter 53 [670] and includes sub-recipients [625].

**Record** -- any writing, drawing, map, recording, tape, film, photograph, or other documentary material by which information is preserved. The term "record" also includes any such documentary material stored electronically. [670]

**RFP** – Request for Proposal.

**Risk** -- the composite of predicted severity and likelihood of the potential effect of a hazard. [674, SMS]

**Risk mitigation** – a method or method to eliminate or reduce the effects of hazards. [673, 674, SMS]

**Rolling stock** -- any revenue vehicle used in a public Transportation system. [625]

**ROW** -- right-of-way

**Safety** – the state in which the potential of harm to persons or property damage during operations related to the provision of services is reduced to and maintained at an acceptable level through continuous hazard identification and safety risk management activities. [SMS]

**Safety and Security Certification** -- the process applied to project development to ensure that all practical steps have been taken to optimize the operational safety and security of the project during engineering, design, and construction before the start of passenger operation.

**Safety Assurance** – processes within IndyGo SMS that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that IndyGo meets or exceeds its safety objectives through the collection, analysis, and assessment of information. [673, SMS]

**Safety Deficiency** – a condition that is a source of hazards and/or allows the perpetuation of hazards in time. [SMS]

**Safety Management Policy** – IndyGo's documented commitment to safety, which defines IndyGo's safety objectives and the accountabilities and responsibilities of its employees regarding safety. [673, SMS]

**Safety Management Policy Statement** – a document signed by the Accountable Executive and distributed throughout IndyGo that formalizes executive leadership's commitments to support SMS with both short-term and long-range initiatives. [SMS]

**Safety Management System (SMS)** – the formal, top-down, IndyGo-wide approach to managing safety risk and assuring the effectiveness of IndyGo's safety risk mitigation. SMS includes systematic

procedures, practices, and policies for managing risks, hazards [673], and management of safety risks [625, 670, SMS].

**Safety Management System Development Plan** – a phased approach for a transit agency to coordinate its manageable, logical, and efficient sequence of steps for implementing SMS activities. The Development Plan also assists in effectively managing the workload associated with implementation activities, including the allocation of resources. [SMS]

**Safety Management System Executive** -- a Safety Officer or equivalent. [SMS]

**Safety Management System Gap Analysis** -- identifies and documents the transit agency's existing safety management processes, the organizational structures in place to support them, and the resources already available within the transit agency to deliver its safety management processes. The gap analysis then compares the transit agency's existing safety management processes, the organizational structures in place, and the resources available to the transit agency to those safety management processes, organizational structures, and resources that it would need for the effective and efficient operation of its SMS. In so doing, it identifies "gaps" between what is needed and what is available within the transit agency for SMS implementation. [SMS]

**Safety Management System Implementation Team** -- an interdisciplinary team consisting of representatives from all operating, maintenance, and safety-related functions who assist the SMS Implementation Lead by providing the necessary technical and subject matter experts to effectively develop needed processes, activities, and tools. [SMS]

**Safety Management System Manager** -- the individual who runs the day-to-day operations of the transit agency's Safety Management System. This individual may also serve as the SMS Implementation Lead, especially in small or rural transit systems. [SMS]

**Safety Objective** -- a high-level, global, generic, and non-quantifiable statement regarding conceptual safety achievements to be accomplished by an organization regarding its safety performance. [SMS]

**Safety Performance** -- an organization's safety effectiveness and efficiency, as defined by safety performance indicators and safety performance targets, measured against the organization's safety objectives. [SMS]

**Safety Performance Indicator** -- a data-driven, quantifiable parameter used for monitoring and assessing safety performance. [SMS]

**Safety Performance Measurement** -- the assessment of non-consequential safety-related events and activities that provide ongoing assurance that safety risk mitigations work as intended. [SMS]

**Safety Performance Monitoring** -- the activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and safety performance targets. [SMS]

**Safety Performance Monitoring and Measurement** -- activities a transit agency must establish to:

- Monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- Monitor its operations to identify hazards not identified through the Safety Risk Management process;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- Investigate safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs. [SMS]

**Safety Performance Target** – a specific level of performance for a given performance measure over a specified timeframe related to safety management activities. [SMS]

**Safety Promotion** – a combination of training and communication of safety information to support SMS as applied to IndyGo's system. [673, SMS]

**Safety Reporting Program** -- a process that allows employees to report safety conditions to senior management, protections for employees who report safety conditions to senior management, and a description of employee behaviors that may result in disciplinary action. [SMS]

**Safety Review** -- a formal, comprehensive, on-site review by the MPO of the transit agency's safety practices to determine whether the agency complies with the policies and procedures required under the Safety Plan.

**Safety Risk** – the assessed probability and severity of the potential consequence(s) of a hazard, using as a reference the worst foreseeable, but credible, outcome. [673, SMS]

**Safety Risk Evaluation** – the formal activity whereby IndyGo determines Safety Risk Management priorities by establishing the significance or value of its safety risks. [673, SMS]

**Safety Risk Management (SRM)** – a process within IndyGo's SMS/Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risks. [673, 674, SMS]

**Safety Risk Mitigation** -- the activities whereby a public Transportation agency controls the probability or severity of the potential consequences of hazards. [SMS]

**Safety Risk Probability** -- the likelihood that the consequence might occur, taking as reference the worst foreseeable – but credible – condition. [SMS]

**Safety Risk Severity** -- the anticipated effects of a consequence, should it materialize, taking as reference the worst foreseeable – but credible – condition. [SMS]

**Security and Emergency Preparedness Plan (SEPP)** is defined as a document developed and adopted by the transit agency describing the application of operating, technical, and management techniques and principles to the security aspects of the system throughout its life to reduce threats and vulnerabilities and describing the emergency preparedness policies and procedures for mobilizing the system and

other public safety resources to assure rapid, controlled, and predictable responses to various types of Transportation and community emergencies.

**Security** is defined as freedom from intentional danger for employees and passengers.

**Serious injury** – any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or nose); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface. [673, 674]

**Small public Transportation provider** – a recipient or sub-recipient of Urbanized Area Formula Program funds under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in revenue service and does not operate a rail fixed-guideway public Transportation system. [673]

**SMS Executive** – a Safety Officer or an equivalent. [673]

**SRM** – Safety Risk Management (see above).

**SSCP** -- Safety and Security Certification Plan

**SSCRC** -- Safety and Security Certification Review Committee.

**State** – the State of Indiana [673, 674] or a State agency [670].

**State of Good Repair (SGR)** – the condition in which a capital asset operates at a full level of performance. [625, 673]

**State Safety Oversight Agency (SSOA)** – an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations outlined in 49 CFR part 674 [670, 673, 674, SMS].

**Sub-recipient** -- an entity that receives federal transit grant funds indirectly through a State or a Direct Recipient. [625]

**System Safety** is defined as the discipline that, through the application of system safety management and engineering principles, achieves the optimal degree of safety within the constraints of operational effectiveness and solid financial management.

**Testing** -- and assessment of equipment, facilities, rolling stock, and operations of a recipient's public Transportation system. [670]

**Threat** -- any real or potential condition that can cause injury or death to passengers or employees, or damage to or loss of transit equipment, property, and/or facilities.

**Transit agency** – an operator of a public Transportation system that receives Federal financial assistance under 49 U.S.C. Chapter 53, including IndyGo. [673, SMS]

**Transit asset management (TAM)** -- the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycle to provide safe, cost-effective, and reliable service. [625]

**Transit Asset Management Plan (TAMP)** -- a plan developed for IndyGo under 49 CFR part 625 that includes, at a minimum, capital asset inventories and condition assessments, decision support tools, and investment prioritization. [625, 673]

**Transit asset management policy** -- a transit provider's documented commitment to achieving a state of good repair for its capital assets. The transit asset management policy defines the transit provider's transit asset management objectives and defines and assigns roles and responsibilities for meeting those objectives. [625]

**Transit asset management strategy** -- the approach a transit provider takes to affect its policy, including how it will meet objectives and state-of-good-repair performance targets. [625]

**Transit asset management system** -- a strategic and systematic process of operating, maintaining, and improving public transportation capital assets effectively, through the life cycles of those assets. [625]

**Transit provider** -- a recipient or sub-recipient, including IndyGo, who owns, operates, or manages capital assets used in the provision of public transportation. [625]

**USDOT** -- United States Department of Transportation.

**Vehicle** -- any rolling stock used on a fixed guideway public Transportation system, including but not limited to passenger and maintenance vehicles. [674]

**VP** -- Vice President

**VRM** -- Vehicle Revenue Mile - The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles are calculated per 100,000 miles.

**Vulnerability** -- a characteristic of passengers, employees, vehicles, and/or facilities that increases the probability of a security breach.

## Safety Plan

### General

IndyGo has established a Safety Plan that meets or exceeds the General Requirements of both requirements and guidelines, including the following required elements:

- ✓ The Safety Plan, and subsequent updates, will be signed by the IndyGo President and CEO, who is the *Accountable Executive*, the Director of Risk and Safety, who is the Chief Safety Officer, and approved by the Indianapolis Public Transportation Corporation Board of Directors.
- ✓ The Safety Plan documents the processes and activities related to SMS implementation.
- ✓ The Safety Plan includes performance targets based on the safety performance criteria established under the National Public Transportation Safety Plan (NSP), and the state of good repair standards established in the regulations that implement the National Transit Asset Management System.
- ✓ IndyGo will establish a process and timeline for conducting an annual review and update of the Safety Plan.
- ✓ The Safety Plan includes reference to an emergency preparedness and response plan and procedures that address the assignment of employee responsibilities during an emergency, and coordination with Federal, State, regional, and local officials with roles and responsibilities for emergency preparedness and response in the IndyGo area.
- ✓ The Safety Plan includes bus and paratransit modes of service.
- ✓ IndyGo will maintain the Safety Plan with the recordkeeping requirements in Subpart D of 49 CFR Part 673.

### Certification of Compliance

#### § REGULATORY ALIGNMENT (2026 UPDATE)

IndyGo's Agency Safety Plan (ASP) is updated to align with:  
Public Transportation Agency Safety Plans (PTASP) Final Rule (49 CFR Part 673; effective May 13, 2024).  
National Public Transportation Safety Plan (NSP; April 9, 2024).

This update confirms: (1) documented Safety Committee procedures and AE override written statement workflow; (2) SRRP targets per modal group using NSP measures and the 3-year rolling average of NTD data; (3) de-escalation training embedded in Safety Promotion; (4) infectious disease hazards evaluated and monitored via SMS (SRM and SA).

The State Safety Oversight Agency will review and approve the Safety Plan developed by IndyGo, as authorized in 49 U.S.C. 5329(e), and its implementing regulations at 49 CFR Parts 674 and 673.

On an annual basis, IndyGo will self-certify its compliance with 49 CFR Part 673 and send a copy to the Indiana State Metropolitan Planning Organization (MPO).

## Safety Management System

IndyGo herein establishes and implements a Safety Management System (SMS). The IndyGo SMS is appropriately scaled to the size, scope, and complexity of IndyGo, and includes four components:

- Safety Management Policy (Part I)
- Safety Risk Management (Part II)
- Safety Assurance (Part III)
- Safety Promotion (Part IV)



### Safety Management Policy

IndyGo has a written statement of safety management policy (Chapter 1) that includes IndyGo’s safety objectives and safety performance targets. The IndyGo safety management policy will be communicated throughout the organization.

#### Responsibilities

As detailed in Chapter 2, IndyGo has also established the necessary authorities, accountabilities, and responsibilities for managing safety amongst the following individuals in IndyGo, as they relate to the development and management of IndyGo’s SMS:

- (1) Accountable Executive: IndyGo has identified the President and CEO as the Accountable Executive. The CEO is accountable for ensuring that IndyGo’s SMS is effectively implemented throughout the system and ensuring action is taken, as necessary, to address substandard performance in IndyGo’s SMS. The CEO may delegate specific responsibilities, but the ultimate accountability for IndyGo’s safety performance cannot be delegated and always rests with the CEO.
- (2) Chief Safety Officer (CSO): The Accountable Executive has designated a CSO as the key SMS Executive who has authority and responsibility for the day-to-day implementation and operation of IndyGo’s SMS. The CSO holds a direct line of reporting to the CEO. The

Director of Risk and Safety reports directly to the CEO, or another designee assigned by the CEO, and will serve as the Executive when the Director of Risk and Safety position is vacant or unavailable.

- (3) *IndyGo leadership and executive management*: IndyGo has also identified other members of its leadership and executive management who have authority or responsibility for the day-to-day implementation and operation of an agency's SMS.
- (4) *Key staff*: IndyGo has designated key staff, groups, or committees to support the CEO and Director of Risk and Safety in developing, implementing, and operating the agency's SMS.

IndyGo has also established a process that allows employees to report safety conditions to senior management and offers protection for employees who report adverse safety conditions to management.

## Safety Risk Management

### *Safety Risk Management Process*

IndyGo has developed and implemented a Safety Risk Management process for all elements of its public transportation system. The Safety Risk Management process is comprised of the following activities:

- Identification of safety hazards;
- analysis of safety hazards;
- safety risk evaluation; and
- safety risk mitigation.

### *Safety Hazard Identification and Analysis*

IndyGo has established a process for hazard identification and analysis (Chapter 5).

### *Safety Risk Evaluation and Mitigation*

IndyGo has established activities to evaluate and prioritize the safety risks associated with the potential consequences of safety hazards (Chapter 6). Safety risks are evaluated in terms of probability and severity, considering mitigations already in place to reduce the probability or severity of the potential consequence(s) analyzed. IndyGo has established criteria for the development of safety risk mitigations that are necessary based on the results of the agency's safety risk evaluation.

## Safety Assurance

### *Safety Performance Monitoring and Measurement*

IndyGo has established activities (described in Chapter 7) to:

- Monitor the system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- Monitor IndyGo operations to identify hazards not identified through the Safety Risk Management process;

- Monitor IndyGo operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- Investigate safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs.

### *Management of Change*

IndyGo has established a process for identifying and assessing changes that may introduce new hazards or impact IndyGo's safety performance. If IndyGo determines that a change may impact its safety performance, then IndyGo will evaluate the proposed change through its Safety Risk Management process. (See Chapter 8.)

### *Continuous Improvement*

IndyGo has established a process to assess its safety performance (Chapter 9). If IndyGo identifies any deficiencies as part of its safety performance assessment, then IndyGo will develop and conduct, under the authority of the ED, a plan to address the identified safety deficiencies.

### *Safety Promotion*

IndyGo realizes the importance of ensuring its employees and riders are aware of IndyGo's safety management policies and procedures to effectively manage the system's day-to-day operations. To do this, IndyGo relies on several forms of effective communication.

Employees: IndyGo is constantly evaluating existing policies and procedures to verify their effectiveness. To do this, IndyGo seeks input from all staff, contractors, and customers to determine if the change is necessary based on trends, data analysis, operational changes, or new assets. Several methods are used to communicate policy and/or procedure changes, including:

- ◆ Employee memorandum through a paycheck, a daily manifest of work orders, and agency meetings
- ◆ Bulletin board notices
- ◆ Employee email notification
- ◆ Departmental meetings

IndyGo includes a training element for safety management policies impacting safety or service delivery and is conducted before the policy's effective date. New policies and procedures are incorporated into orientation training for new employees as well.

Depending on the importance of the policy or procedure change, an acknowledgment signature is required of each employee to verify their understanding of the change.

Riders: If a rider policy is changed or added, IndyGo notifies riders through the following methods:

- ◆ Notice posted on vehicles and facilities, including effective date and who to contact for more information.

- ◆ Changes to digital rider guidance, including schedules and ride guides as appropriate.
- ◆ Public Meetings
- ◆ Social Media
- ◆ Any services impacted by policy changes will include outreach as required by Federal Guidance.



## Safety Plan Documentation and Recordkeeping

Safety Plan documentation and recordkeeping are described in Chapter 4.

### Safety Plan Documentation

At all times, IndyGo maintains documents that set forth and support its Safety Plan, including those related to the implementation of IndyGo’s SMS, and results from SMS processes and activities. IndyGo maintains documents that are included as a whole or by reference, describe the programs, policies, and procedures that IndyGo uses to conduct the Safety Plan.

### Safety Plan Records

In addition to any documents or records required elsewhere by 49 CFR Part 673, IndyGo maintains records of:

- Safety risk mitigations developed with 49 CFR Part 673.25;
- Results from IndyGo performance assessments as required under 49 CFR Part 673.27; and
- Employee safety training is taken for compliance with this part and the Public Transportation Agency Safety Training Certification Program.

All safety plans are maintained for 3 years while being reviewed and updated annually.

## Part 1 Safety Management Policy

### Chapter 1- Safety Policy Statement

#### 1.0 General Safety Policy

It is the policy of IndyGo to provide a safe and reliable transportation service for the public, to provide safe and healthy working conditions for IndyGo employees, and to comply with applicable occupational and environmental laws and regulations.

Operational and safety training, accident investigation, Standard Operating Procedures, and audit/inspection programs are documented and referenced in IndyGo's Safety Plan. The purpose of this plan, among others, is to recognize and correct unsafe acts and conditions, promote safety awareness, and assist in the prevention of injuries and illness, as well as events that are harmful to the environment.

Every IndyGo employee and any outside contractor who serves IndyGo must adhere to the Safety Plan; to recognize, report, and correct hazards; work to promote safety awareness and actively assist in accident prevention.

The President and CEO of IndyGo accepts the overall responsibility for safety at IndyGo.

All IndyGo employees must perform their assigned duties safely and efficiently. The Chief Operating Officer/Vice President of Operations, Chief Public Affairs Officer, Chief Legal Officer, Chief People Officer (HR), Director of Risk & Safety, Director of Security and Life Safety, Director of Training, Deputy COO, Deputy Chief Transportation Officer, Director of Mobility Solutions, Chief Financial Officer, Chief Information Officer, Chief Development Officer, Director of Facilities, Director of Vehicle Maintenance, Director of Procurement, and the Director of Service Planning has the primary responsibility for coordinating the implementation of the Safety Plan and monitoring compliance.

The signatures of the IndyGo President and CEO, and the Director of Risk and Safety, included in the Approvals section of this plan attest to the fact that this plan is understood, accepted, and approved; and that management is committed to implementing SMS through the Safety Plan and achieving its safety goals and objectives.

#### 1.1 Safety Management Policy

IndyGo is furthermore committed to comprehensive safety planning, and as an operator of a public Transportation system that receives Federal financial assistance under Title 49 USC Chapter 53, also complies with 49 CFR Part 673.

IndyGo has adopted the principles and methods of Safety Management Systems (SMS) as the basis for enhancing its safety program. All rules, regulations, policies, guidance, best practices, and technical assistance administered will, to the extent practical and consistent with legal and other applicable requirements, follow the principles and methods of SMS.

IndyGo has a written statement of safety management policy that includes IndyGo's safety objectives and safety performance targets.

IndyGo will maintain an active Safety Management System (SMS) that encourages the open sharing of information on all safety issues. We expect our employees to report their safety concerns to agency management. No employee will be asked to compromise safety to “get the job done.”

Our overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent of eliminating unacceptable safety risks in our transit operations.

To that end, we will continuously examine our operations for hazards. We will establish a non-punitive employee safety reporting program, train staff on safety management, document our findings and safety risk mitigations, and strive for continuous improvement of our safety performance.

As required by the Federal Transit Administration, we have established annual safety performance targets to help us measure the safety of our transit service. In addition, to address our overall safety objective, we will conduct hazard identification workshops with all frontline, supervisory, and management personnel during this calendar year. We will work to increase the annual number of voluntary reports received from employees by 20 percent and actively track our safety risk mitigations. To ensure we meet this objective, our safety department will report each quarter to our entire agency on the number of:

- Hazard identification workshops were carried out in the quarter.
- Number and type of hazard reports received per employee in the quarter, versus the same quarter last year; and
- Number and type of safety risk mitigations implemented in the quarter.

Ultimate responsibility for safety at IndyGo rests with the Accountable Executive.

When the Safety Committee recommends a safety risk mitigation unrelated to the safety risk reduction program and the Accountable Executive decides not to implement the safety risk mitigation, the Accountable Executive prepares a written statement explaining their decision and submits and presents it to the transit agency’s Safety Committee and Board of Directors or equivalent entity. (§ 673.25(d)(6))

Responsibility for making our operations safer for everyone lies with each one of us— from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will be held accountable to ensure that all reasonable steps are taken to perform activities established as part of the SMS.

### 1.1.1 Safety Management Policy Statement

**Table A: Safety Management Policy Statement**

Safety is a core objective of Indianapolis Public Transportation Corporation (IPTC), DBA IndyGo. IndyGo is committed to developing, implementing, maintaining, and continuously improving processes to ensure the safety of its customers, employees, and the public. IndyGo will use safety management processes and hazard analysis to prioritize organizational resources, processes, people, and technology to foster a safety culture. SMS is a formal, top-down, data-driven, organization-wide approach to managing safety risks and assuring the effectiveness of safety risk mitigations. It is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry's existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. SMS is about applying resources to risk and is based on ensuring that a transit agency has the organizational infrastructure to support decision-making at all levels regarding the assignment of resources.

***IPTC is committed to:***

**Executive Commitment:** Management will lead the development of an organizational culture that promotes safe operations while ensuring safe practices, improving safety when needed, and encouraging safety reporting and communication. IndyGo will hold executives, directors, managers, and employees accountable for safety performance.

**Communication & Training:** Employee engagement is crucial in an effective safety management program. Communication from various methods, including e-mails, memos, bulletin boards, pigeonholes, mailboxes, web websites, can messages via bus radio, and big screen TVs ECT will be used for greater awareness of safety objectives, performance targets, and safety communication. All levels of management must proactively engage employees to identify hazards and to be open, honest, and transparent with safety concerns. All employees will be communicated to and trained in the importance of our safety management system and identifying hazards to mitigate risk.

**Responsibility & Accountability:** All levels of management from a top-down approach will be responsible for delivering a safe and quality public transportation service. Management will take an active role in the safety risk management process to ensure that safety assurance is supported. Management is responsible for ensuring that safety risk management is being performed in their operational areas. Risks identified with safety concerns will be assessed and mitigated in the department that they reside in. Identified hazards and the corrective actions will be documented by that department and then reassessed for validation.

**Responsibility of Employees & Contractors:** All employees and contractors will support IPTC's safety management by ensuring that safety concerns and hazards are identified and communicated.

**Employee Reporting:** Executive management will establish a safety-reporting program as a way for employees to voice their safety concerns. Employees can report anomalously as their option. All employees will be responsible for utilizing this program as part of our safety management plan. No punitive action will be taken against an employee who communicates a safety concern through the safety-reporting program unless such disclosure indicates the following: An illegal act, gross negligence, or misconduct, or a deliberate or willful disregard of IndyGo rules, policies, or contract.

**Performance Monitoring & Measuring:** IPTC will establish meaningful metrics for safety performance targets to ensure continual safety improvements. Management will verify that safety mitigations put in place are reasonable and effective.

**Review and Evaluation:** IPTC will measure the agency's safety plan performance by analyzing key performance indicators, reviewing inspections, investigations, and corrective action reports, and auditing the processes that support safety. The Safety and Security Committee will be a critical component in the validation and review of corrective actions. All these activities will become the basis for revising or developing safety objectives, and safety performance plans with the goal of continuous safety improvement.

**The agency's Accountable Executive is ultimately responsible for the safety management plan.**

### 1.1.2 Communication

The IndyGo safety management policy will be communicated throughout the organization through:

- SMS Training for all employees and contractors;
- Communications with all IndyGo personnel from the CEO and Director of Risk and Safety;
- New hire training for employees and contractors that results in a signed receipt.
- Safety Briefings; and
- General bulletin board postings.

The Safety Plan will always be available to all employees. It will be maintained in an accessible electronic file and hard copy(s) by all key SMS personnel in locations accessible to employees under their supervision and management.

## 1.2 Authority

### 1.2.1 Federal

Statutory mandates in the Moving Ahead for Progress in the 21st Century Act (Pub. L. 112–141; July 6, 2012) (MAP–21), reauthorized by the Fixing America’s Surface Transportation Act (Pub. L. 114–94; December 4, 2015) and codified at 49 U.S.C. 5329(d), are in place to strengthen the safety of public transportation systems that receive Federal financial assistance under Chapter 53. This legislation defines requirements for the adoption of Safety Management Systems (SMS) principles and methods; the development, certification, and update of Public Transportation Agency Safety Plans; and the coordination of Public Transportation Agency Safety Plan elements with other FTA programs and proposed rules, as specified in 49 U.S.C. 5329.

In Section 20021 of MAP–21, Congress directed the FTA to establish a comprehensive Public Transportation Safety Program, one element of which is the requirement for Public Transportation Agency Safety Plans. Under 49 U.S.C. 5329(d), the FTA must issue a final rule requiring operators of public transportation systems that receive financial assistance under Chapter 53 to develop and certify Public Transportation Agency Safety Plans.

## 1.4 Objectives and Performance Targets

IndyGo has established Safety Objectives, performance targets, and performance measures in coordination with its State Safety Oversight Agency, if applicable, and compliance with the National Public Transportation Safety Plan. These are delineated in Part III: Safety Assurance.

## 1.5 Scope

It is the mission of IndyGo to connect our community to economic and cultural opportunities through safe, reliable, and accessible mobility experiences.

Addresses all IndyGo departments and contractors;

Applies to all activities that involve planning, design, construction, procurement, installation, and testing of equipment or facilities, operations, maintenance, support activities, and the environment in which the transit system operates, including areas of public access and adjacent property;

Charges each officer, director, manager, supervisor, and employee with the responsibility for Safety Plan implementation and success;

Requires coordination, integration, communication, and cooperation among all officers, directors, managers, supervisors, departments, and employees:

Encompasses all paratransit and bus facilities, equipment, vehicles, and employee activities and applies to all who encounter the bus systems;

Establish appropriate safety performance measures to ensure continuous safety improvement.

Accommodates federal and state safety assessments, inspections, investigations, audits, examinations, and testing; and

Fosters a positive safety culture at IndyGo.

### 1.6 Purpose

IndyGo has adopted the practices and methods of SMS as described in the National Transportation Safety Plan (NSP). The purpose of this Safety Plan is to systematically implement IndyGo's SMS program and introduce safety processes where they are necessary to achieve assurance. The Safety Plan is reviewed annually to ensure all systems, equipment, facilities, plans, procedures, manuals, and training programs follow established safety requirements; and that the Safety Plan reflects the current SMS configuration at IndyGo. Specifically, the Safety Plan:

- Establishes the safety program on a company-wide basis;
- Provides a framework for implementing IndyGo's safety management system, policy, goals, and objectives;
- Identifies the relationships and responsibilities of each IndyGo department relative to achieving safety goals and objectives;
- Identifies the relationships and responsibilities of IndyGo with municipal and state governing bodies and other organizations and agencies that impact transit system safety;
- Provides a mechanism whereby IndyGo can demonstrate its commitment to safety, foster a positive safety culture, and meet safety performance goals.
- Provides requirements that, as appropriate, contractors and suppliers meet IndyGo's safety requirements before commencing work and/or while on the premises;
- Satisfies federal, state, and local requirements;
- Ensures that the system meets or exceeds accepted industry safety standards;
- Facilitates FTA and SSOA safety inspections, reporting, corrective actions, and general and special directives and requirements; and
- Implement NSP performance criteria, state of good repair, vehicle safety standards, meeting training criteria, and all other safety management requirements and goals.

## Chapter 2- Safety Accountability and Responsibility

### 2.0 Management Structure

IndyGo has established the necessary authorities, accountabilities, and responsibilities for the management of safety amongst the following individuals in IndyGo, as they relate to the development and management of IndyGo SMS:

**Accountable Executive:** IndyGo has identified the President and CEO of IndyGo as the Accountable Executive. The CEO is accountable for ensuring that the agency's SMS is effectively implemented throughout IndyGo's system and ensuring action is taken, as necessary, to address substandard performance in IndyGo's SMS. The CEO may delegate specific responsibilities, but the ultimate accountability for IndyGo's safety performance cannot be delegated and always rests with the CEO.

**Chief Safety Officer (CSO):** The Accountable Executive has designated the Chief Safety Officer (CSO) as the SMS Executive with authority and responsibility for the day-to-day implementation and operation of IndyGo's SMS. The CSO holds a direct line of reporting to the CEO. The CEO or other designee assigned by the CEO will serve as the CSO when the position is vacant or unavailable.

**IndyGo leadership and executive management:** IndyGo has also identified other members of its leadership and executive management who have authority or responsibilities for the day-to-day implementation and operation of IndyGo's SMS.

**Key staff.** IndyGo has designated key staff, groups, or committees to support the CEO and CSO in developing, implementing, and operating the agency's SMS.

### 2.1 System Overview and History

From 1864 to 1953, Indianapolis was home to a number of streetcar routes. The first bus routes were established in 1923, and trolley buses operated between 1932 and 1957. Indianapolis then transitioned to an all-bus transit system, and the Indianapolis Public Transportation Corporation (IPTC) was established by the City of Indianapolis in 1973. On January 7, 1975, Metro assumed operations of the Indianapolis Transit System. In 1996, Metro became known as IndyGo.

During the 1990s until the early 2000s, IndyGo faced significant service cuts. In 2009, the Indy Connect initiative was launched, and a long-term transportation plan for Indianapolis was developed.

The Marion County Transit Plan (MCTP) was developed in 2014, which paved the way for the proposed grid network, longer service hours, and the addition of three bus rapid transit lines. In 2016, Marion County voters approved the 0.25% income tax needed to implement the MCTP. The first local route improvements and construction of the Red Line, the first bus rapid transit line, began in 2018, and the Red Line opened for service in 2019. The Purple Line launched in 2024. Local route improvements continued, including all of IndyGo's routes beginning to operate every day of the week.

Looking ahead, IndyGo has plans to construct one more bus rapid transit line, the Blue Line, as well as implement a new bus network.

## 2.2 IndyGo Operations

### 2.3 Administration

It is the responsibility of IndyGo's Senior Staff, Directors, Managers, and Supervisors to ensure safety throughout the system. Safety responsibilities and tasks are described throughout this section.

#### 2.3.1 Board of Directors

A seven-member Board of Directors approves IndyGo policies relating to operations, contracted services, safety, finance, and overall corporate structure. The Mayor of Indianapolis and the City-County Council of Indianapolis and Marion County appointed the bipartisan group. The mayor selects three members, and the Council selects four.

#### 2.3.2 President and CEO of IndyGo

The President and CEO of IndyGo has the ultimate responsibility of carrying out the PTASP and directing the allocation of available resources as necessary to meet system safety goals and objectives, monitoring and evaluating safety programs. This position is responsible for carrying out the Transit Asset Management Plan (TAM) and has control/direction over the human and capital resources needed to develop and maintain both the PTASP<sup>1</sup> and the TAM<sup>2</sup>. In addition, the CEO implements IndyGo's safety policy and provides policy direction to departments while advising in the development of strategies for the resolution of major problems. Implements safety risk mitigations for the safety risk reduction program that are included in the ASP under § 673.11(a)(7)(iv). (§ 673.23(d)(1)(i)), Receives and considers all other safety risk mitigations recommended by the Safety Committee. The CEO is responsible for the following functions: safety and security in operations; operations training; transit information; ADA compliance; bus and paratransit operations; maintenance operations; scheduling; and service planning. In addition, this position oversees the grievance procedure and arbitrations and manages all committee activities between labor and management.

IndyGo Executives reporting directly to the CEO include:

Chief Operations Officer/Vice President of Operations-COO

Chief Public Affairs Officer

Chief People Officer (Human Resources)

Chief Legal Officer

Chief Development Officer

Chief Information Officer

Chief Government Affairs Officer

Chief Financial Officer- CFO

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<sup>1</sup> In accordance with 49 U.S.C. 5239(d)

<sup>2</sup> In accordance with 49 U.S.C. 5326

Executive Director of the IndyGo Foundation

*Executives and their supporting staff are described below.*

### *2.3.3 Chief Operations Officer-COO*

The Chief Operations Officer-COO supports the Safety Management System of the organization and promotes a positive safety culture. This position will be responsible for delivering quality public transportation service that is as safe to the extent possible. The COO is required to play an active role in the safety risk management process to ensure that safety assurance communication is supported and will be responsible for the identification of hazards and any corrective actions as deemed appropriate. The COO will document and address any related concerns in the Operations Department. This position will serve as an active member of the Emergency Response Team (ERT) and will be the staff advisor for their department. The COO will also be responsible for ensuring the safety of their employees, contractors, and visitors to IndyGo.

### *2.3.4 Director of Risk and Safety*

The CEO of IndyGo has designated the Director of Risk Safety to function as the Chief Safety Officer<sup>3</sup> (CSO) of IndyGo. The Director of Risk and Safety have the authority and responsibility for the day-to-day implementation and operation of IndyGo's Safety Management System (SMS). This position holds a direct line of reporting to the CEO of IndyGo.

The Safety Department is further staffed by Risk and Safety Specialists who conduct safety activities and report to the Director of Risk and Safety. The Manager of Risk and Safety reports to the Director of Risk and Safety. The Director of Risk and Safety ensure all emergency management responsibilities are met.

### *2.3.5 Chief Public Affairs Officer*

The Chief Public Affairs Officer will support the Safety Management System of the organization and promote a positive safety culture. This position will be responsible for delivering quality public transportation service that is as safe to the extent possible. The Chief Public Affairs Officer is required to play an active role in the safety risk management process to ensure that safety assurance and communication are supported and will be responsible for the identification of hazards and any corrective actions as deemed appropriate. The Chief Public Affairs Officer will document and address any related concerns in the Public Affairs Department. This position will serve as an active member of the Emergency Response Team (ERT) and will be the staff advisor for their department. The Chief Public Affairs Officer will also be responsible for ensuring the safety of their employees, contractors, and visitors to IndyGo.

### *2.3.6 Chief People Officer (Human Resources)*

The Chief of People will support the Safety Management System of the organization and promote a positive safety culture. This position will be responsible for delivering quality public transportation service that is as safe to the extent possible. The Chief of People is required to play an active role in the safety risk management process to ensure that safety assurance and communication are supported and

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<sup>3</sup> In accordance with 49 CFR Part 673

will be responsible for the identification of hazards and any corrective actions as deemed appropriate. The Chief of People will document and address any related concerns in the Human Resources Department. This position will serve as an active member of the Emergency Response Team (ERT) and will be the staff advisor for their department. The Chief of People will also be responsible for ensuring the safety of their employees, contractors, and visitors to IndyGo.

#### *2.3.7 Chief Legal Officer*

The Chief Legal Officer will support the Safety Management System of the organization and promote a positive safety culture. This position will be responsible for delivering quality public transportation service that is as safe to the extent possible. The Chief Legal Officer is required to play an active role in the safety risk management process to ensure that safety assurance and communication are supported and will be responsible for the identification of hazards and any corrective actions as deemed appropriate. The Chief Legal Officer will document and address any related concerns in the Legal Department. This position will serve as an active member of the Emergency Response Team (ERT) and will be the staff advisor for their department. The Chief Legal Officer will also be responsible for ensuring the safety of their employees, contractors, and visitors to IndyGo.

#### *2.3.7 Chief Development Officer*

The Chief Development Officer will support the Safety Management System of the organization and promote a positive safety culture. This position will be responsible for delivering quality public transportation service that is as safe to the extent possible. The Chief Development Officer is required to play an active role in the safety risk management process to ensure that safety assurance and communication are supported and will be responsible for the identification of hazards and any corrective actions as deemed appropriate. The Chief Development Officer will document and address any related concerns in the Planning and Capital Projects Department. This position will serve as an active member of the Emergency Response Team (ERT) and will be the staff advisor for their department. The Chief Development Officer will also be responsible for ensuring the safety of their employees, contractors, and visitors to IndyGo.

#### *2.3.8 Chief Information Officer*

The Chief Information Officer will support the Safety Management System of the organization and promote a positive safety culture. This position will be responsible for delivering quality public transportation service that is as safe to the extent possible. The Chief Information Officer is required to play an active role in the safety risk management process to ensure that safety assurance and communication are supported and will be responsible for the identification of hazards and any corrective actions as deemed appropriate. The Chief Information Officer will document and address any related concerns in the Information Technology Department. This position will serve as an active member of the Emergency Response Team (ERT) and will be the staff advisor for their department. The Chief Information Officer will also be responsible for ensuring the safety of their employees, contractors, and visitors to IndyGo.

### *2.3.9 Director of Governance and Audit*

The Director of Governance and Audit will support the Safety Management System of the organization and promote a positive safety culture. This position will be responsible for delivering quality public transportation service that is as safe to the extent possible. The Director of Governance and Audits is required to play an active role in the safety risk management process to ensure that safety assurance and communication are supported, and will be responsible for the identification of hazards and any corrective actions as deemed appropriate, and the Director of Governance and Audits and Internal Audit will document and address any related concerns in the Governance and Audit Department. This position will serve as an active member of the Emergency Response Team (ERT) and will be the staff advisor for their department. The Director of Governance and Audit will also be responsible for ensuring the safety of their employees, contractors, and visitors to IndyGo.

### *2.3.10 Chief Financial Officer-CFO*

The Chief Financial Officer (CFO) will support the Safety Management System of the organization and promote a positive safety culture. This position will be responsible for delivering quality public transportation service that is as safe to the extent possible. The Chief Financial Officer, CFO, is required to play an active role in the safety risk management process to ensure that safety assurance and communication are supported, and will be responsible for the identification of hazards and any corrective actions as deemed appropriate, and the Chief Financial Officer, CFO, will document and address any related concerns in the Finance Department. This position will serve as an active member of the Emergency Response Team (ERT) and will be the staff advisor for their department. The Chief Financial Officer, CFO, will also be responsible for ensuring the safety of their employees, contractors, and visitors to IndyGo.

### *2.3.11 Executive Director of the IndyGo Foundation*

The Executive Director of the IndyGo Foundation will support the Safety Management System of the organization and promote a positive safety culture. This position will be responsible for delivering quality public transportation service that is as safe to the extent possible. The Executive Director of the IndyGo Foundation is required to play an active role in the safety risk management process to ensure that safety assurance and communication are supported, and will be responsible for the identification of hazards and any corrective actions as deemed appropriate, and the Executive Director of the IndyGo Foundation will document and address any related concerns in the IndyGo Foundation Department. This position will serve as an active member of the Emergency Response Team (ERT) and will be the staff advisor for their department. The Executive Director of the IndyGo Foundation will also be responsible for ensuring the safety of their employees, contractors, and visitors to IndyGo.

## **2.4 Safety and Security Committee**

The Indianapolis Public Transportation Corporation, dba IndyGo, is committed to providing a safe work environment. To prevent workplace injuries and illnesses, a joint management-labor Safety and Security Committee has been established. Employee involvement is necessary to ensure a safe and healthy workplace.

The purpose of the IndyGo Safety and Security Committee is to involve labor and management throughout the organization in an open, healthy, non-adversarial, cooperative effort to promote a safety culture in the workplace. The Safety and Security Committee will jointly work with IPTC’s Executive Leadership Team to establish recommendations for changes to corporate practices to promote a safe and secure workplace. Bipartisan Infrastructure Law changes to 49 U.S.C § 5329(d):

(5) Safety Committee. —

(A) In general. —For purposes of this subsection, the safety committee of a recipient shall— 40

- (i) be convened by a joint labor-management process;
- (ii) consist of an equal number of—
  - (I) frontline employee representatives, selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations; and
  - (II) management representatives; and
- (iii) have, at a minimum, responsibility for—
  - (I) identifying and recommending risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency’s safety risk assessment;
  - (II) identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended; and
  - (III) identifying safety deficiencies for purposes of continuous improvement.

(B) Applicability. —This paragraph applies only to a recipient receiving assistance under section 5307 that is serving an urbanized area with a population of 200,000 or more.

Under the new Bipartisan Infrastructure Law requirements, the Safety and Security Committee must establish these targets using a 3-year rolling average of the data the agency submits to the National Transit Database (NTD).

Required Safety Risk Reduction Program Measure		Description
1	Major Events	This includes all major safety and security events as defined by the NTD.
2	Major Event Rate	This includes all major safety and security events as defined by the NTD, divided by VRM.
3	Collisions	This includes all collisions reported to NTD.
4	Collision Rate	This includes all collisions reported to NTD, divided by VRM.
5	Injuries	This includes all injuries as defined by the NTD
6	Injury Rate	This includes all injuries as defined by NTD, divided by VRM.

7	Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD
8	Rate of Assaults on Transit Workers	This includes all assaults on transit workers as defined by NTD, divided by VRM.

\* VRM - Vehicle revenue miles are calculated per 100,000 miles.

#### 2.4.1 Safety and Security Committee

The establishment and operation of a Safety Committee are appropriately scaled to the size, scope, and complexity of the transit agency. The Committee is chaired by the Director of Risk and Safety and co-chaired by an active union member whom the Local ATU President selects. The Safety Committee was convened by a joint labor-management process, which is comprised of an equal number of frontline employee representatives, selected by the union representing the frontline workforce employed by IndyGo, and management representatives. To the extent possible, the Safety Committee includes frontline transit worker representatives from major transit service functions across the transit system, such as operations, maintenance, and other represented and non-represented departments.

The primary goals and objectives of the Safety and Security Committee are outlined below within federal regulations.

The Bipartisan Infrastructure Law directs that performance measures for a risk reduction program, required under 49 U.S.C. 5329(d)(4), be included in the NSP (49 U.S.C. 5329(b)(2)(A)). The NSP identifies the following eight measures for the risk reduction program. The Safety Committee of IndyGo will use these measures to set targets for the safety risk reduction program, as required by 49 U.S.C. 5329(d). Under the new Bipartisan Infrastructure Law requirements, the Safety Committee must establish these targets using a 3-year rolling average of the data the agency submits to the National Transit Database (NTD).

#### Required Safety Risk Reduction Program Measures:

- Major Events - This includes all safety and security major events as defined by the NTD.
- Major Event Rate - This includes all major safety and security events as defined by the NTD, divided by VRM.
- Collisions - This includes all collisions reported to NTD.
- Collision Rate - This includes all collisions reported to the NTD, divided by VRM.
- Injuries - This includes all injuries as defined by the NTD.
- Injury Rate - This includes all injuries as defined by the NTD, divided by VRM.
- Assaults - on Transit Workers This includes all assaults on transit workers as defined by NTD.
- Rate of Assaults on Transit Workers - This includes all assaults on transit workers as defined by the NTD, divided by VRM.
- Bus Rapid Transit (BRT) System Updates/Capitol Projects. - Review construction updates on BRT Lines. Evaluate the performed risk assessments.
- Security Events.

- Identifying and recommending risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment.
- Identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended.
- Identifying safety deficiencies for purposes of continuous improvement.
- Identifying safety deficiencies for continuous improvement.
- Reviewing safety hazards and security vulnerabilities identified through analyses, assessments, design reviews, and other mechanisms to ensure that they are being fully addressed.
- Track the status of identified hazards and vulnerabilities.
- Issuance of reports on Committee activities and outstanding issues.
- Coordinates and ensures final Safety and Security Certification Verification reports are signed and issued before revenue operations.
- Involved in the annual Threat Vulnerability Assessment (TVA).
- Quarterly Emergency Management Drills.

#### *2.4.2 Safety Committee Roles and Responsibilities*

The committee is expected to meet monthly/quarterly. Time dedicated to the charter positions will be paid for the additional time dedicated to the charter committee. Specific tasks will have an acceptable time allowed and be discussed within the meetings.

Employee representatives shall be volunteers, elected by their peers, or appointed by the union. Employer representatives will be appointed. Safety committee members will serve terms of at least one year, up to three years if available. Committee membership terms will be staggered, so experienced members are always serving on the committee.

Committee Members: Committee members will be expected to spend sufficient time each month/quarter conducting safety committee-related activities. Committee members will be paid for their time working on Safety Activities, reflected in the normal pay process of the department. Activities will include:

- Attend committee meetings.;
- Meet as often as necessary to complete work on committee projects.
- Participate in safety audits.
- Keep the discussion during committee meetings on safety and security issues.
- Consider each proposal carefully, no matter how trivial it may seem, and allow enough time for full consideration.
- Be assigned action items for issues the committee may not be able to resolve during a meeting.
- Be knowledgeable and representative of all areas of assigned representation.
- Provide visible leadership in and commitment to safety and security.
- Establish clear lines of communication with the departmental area of representation.
- Conduct or support safety moments at each department-sponsored event.

- Review and evaluate accident reports and near misses. Elements to be evaluated:
  - Timeliness – reported by employee and paperwork submitted.
  - Use of proper forms
  - Accuracy and completeness of the information
  - Are there appropriate recommendations for prevention or corrective actions?
- Make recommendations for improvement of the accident investigation process.
- Participate in the monthly building inspections, so all facilities are inspected annually.
- Report on unsafe conditions and practices.
- Review building security issues.
- Review and recommend safety policies.
- Identify trends.
- Recommend ideas for improving safety and security.
- Work safely and healthily.
- Complete assignments are given to them by the chair.
- Create and promote open communication in an atmosphere of honesty, trust, and respect.
- Monitor the progress of recommendations and corrective actions.
- Recognize and support the contributions of each person.

Committee Chair: The committee chair will be expected to: There may be co-chairs for the Safety Committee; one will be the designated Safety Administrator, and the other will be elected by the committee. The following are the duties of the chair(s):

- Set the meeting date, time (normal day shift), and location.
- Set the agenda.
- Facilitate the meeting.
- Assign a record-keeper.
- Post minutes on the HR website
- Notify members, supervisors, managers, and directors when minutes are posted.
- Schedule regular committee meetings
- Develop written agendas for conducting meetings.
- Conduct the committee meeting in a structured manner.
- Approve committee correspondence and reports.
- Supervise the preparation of meeting minutes.
- Be the primary point of contact for Safety and Security concerns.
- Attend meetings of the Safety and Security Committee

In the absence of the Committee Chairperson, these responsibilities will be assigned to an alternate to be elected by the group at the beginning of the meeting.

#### *2.4.3 Safety Committee Agendas, Notices, Meeting Minutes, and Record-Keeping*

All employees are welcome to attend the Quarterly Safety and Security Committee meetings. The committee charter members encourage employees to identify workplace safety hazards. Employees are

to present concerns in writing or in person to a charter committee member. The committee shall address serious issues immediately and may call an emergency meeting for these concerns. The committee shall respond to all employee concerns in writing and include the response in the meeting minutes.

The agenda will prescribe the order in which the committee conducts its business. The agenda will also include the following when applicable:

- A review of new safety and/or security concerns (including any work order status)
- A status report on employee safety and/or security concerns under review
- A review of all near misses, incidents, or injuries occurring since the last committee meeting.
- A review of the Risk Reduction Program data points.

Minutes will be recorded at each committee meeting and distributed to all committee members. The committee will submit a copy of the minutes to the meeting facilitator or appointed position to post within 2 weeks of the meeting. IPTC Risk and Safety will retain minutes for three years. The minutes will include all reports, evaluations, and recommendations of the committee. The minutes will also identify representatives who attended and those who were absent.

Robert's Rules of Order will be used for the format of motions and voting. Fifty percent of voting representatives constitute a quorum; a majority vote of attending representatives is required to approve all Safety and Security Committee decisions or motions. The committee will report any impasse or issues not resolved by a majority vote to the Accountable Executive, including leadership from ATU 1070, and they will continue to work on the open issue.

The Safety and Security Committee advises the Executive Leadership Team about safety and security issues in the workplace. All written recommendations from the Safety and Security Committee will be submitted to the Accountable Executive and then to the appropriate division leadership. Management will consider the recommendations and respond in writing to the safety committee within a reasonable time of 2 weeks. Recommendations shall be concise and clear and provide reasons for implementation. Recommendations may also be a pilot or practices that will be reevaluated later before being implemented permanently by the Accountable Executive.

Changes to Safety or Security practices will be published internally through one or more e-mails, posted memos, electronic TV displays, posted on the SMS Safety Communication boards located in the break rooms, and or an automated messaging system sent to the cell phone numbers reported to HR.

New representatives will receive training in safety committee functions, hazard identification, accident-investigation procedures, and laboratory inspections provided by Environmental Health and Safety.

#### *2.4.4 Executive Leadership Team*

IndyGo takes an initiative-taking approach to system safety by identifying and assessing system-wide safety and security issues in the Executive Leadership Team meetings. The Executive Leadership Team

has been established to facilitate safety and security coordination among IndyGo departments. Chaired by the CEO of IndyGo, the Executive Leadership Team is charged with the responsibility of assisting in maintaining a prominent level of system safety and security. The Executive Leadership Team brings together the common sense, technical expertise, and unique perspectives of a variety of staff to focus on system safety and security issues. The Executive Leadership Team functions as the interdepartmental unit empowered to lead IndyGo in hazard management efforts. The Executive Leadership Team assesses system-wide safety and security issues and verifies that safety and security are considered and incorporated into any new procedures, training programs, facilities, and designs.

This committee meets monthly and supports Safety in the following:

- Determining safety and security compliance with management policies, rules, procedures, and assigned security responsibilities;
- Reviewing and discussing identified hazards and status of activities to resolve, including review of supporting documentation (e.g., hazard tracking log, hazard investigation reports, and inspection reports);
- Reviewing safety and security data, information, and trends, and identifying organizational issues that may contribute to events or less effective responses to events;
- Actively promoting safety and security campaigns;
- Reviewing drills, exercise scenarios, and after-action reports;
- Proposing improvements in safety and security procedures, equipment, and training;
- Assessing safety and security impacts of the facility and/or operational changes;
- Annual review and revision, as needed, of the Safety Plan, as well as assuring its implementation;
- Monitoring compliance of each department with specific safety responsibilities and procedures as outlined in the Safety Plan by reviewing the results of safety audits conducted by the Safety Department;
- Participating in accident/event investigations as appropriate and in accordance with IndyGo's established procedures. The type of accident/event dictates who investigates the accident/event, the appropriate forms or reports to be used, and who is to be notified.
- Performing system safety review functions as required. Coordinating and following up with any external safety audits and participating as required.
- Collecting, analyzing, and reporting safety data. Reviewing maintenance and failure rate data to identify safety problems;
- Reviewing results of safety inspections, emergency drills, simulations, and tests, and developing action as appropriate;
- Preparing written documentation for all meetings, tasks, activities, investigations, analyses, and recommendations. Following up on all matters pending;
- Establishing safety goals and objectives as defined by the IndyGo employee safety program; and

- Resolving field-related operating issues that may require a change, modification, and/or addition to fixed safety/operational assets and/or operating procedures because of accidents, events, or field observations that relate to day-to-day safe and secure operations.

**Executive Leadership Team members include:**

Title	Position
CEO of IndyGo	Chair
Chief Operations Officer-COO	Member
Chief Financial Officer -CFO	Member
Chief Information Officer	Member
Chief Development Officer	Member
Chief Public Affairs Officer	Member
Chief Legal Officer	Member
Chief People Officer	Member
Chief Government Affairs Officer	Member
Executive Director- The IndyGo Foundation	Member

*The following sections and Table B in Chapter 2 describe the Safety Plan Implementation, including tasks and activities.*

**2.5 Safety Department Activities Required to Implement Safety Management Program**

To achieve continuous improvement in safety as outlined in this document, IndyGo performs the following safety risk management, safety assurance, and safety promotion activities through its safety department to support other departments in meeting their obligations under SMS:

- conducts OSHA/FTA- and mandated internal safety audits;
- Conduct safety and security inspections at all facility locations;
- Perform investigations of all major accidents involving employees/equipment
- Conduct investigations of safety complaints, concerns, and reports
- Prepare reports on noteworthy events;
- Participates in safety committees, including the Executive Leadership Team, and performs follow-up on safety committee issues;
- Training maintenance employees in industrial/occupational safety requirements;
- Liaisons with local, state, and federal responders and agencies concerning emergency responses to events involving mass transit;

- Supports the development, review, and revision of safety-related Standard Operating Procedures (SOPs) in conjunction with Operations and Maintenance Departments; and develops, reviews, and revises SOPs for the safety department functions.
- Participates in all committees for construction projects;
- Conduct safety inspections during construction projects;
- Assists IndyGo management with safety issues.
- participates in the Safety and Security Certification process for all capital projects;
- Reviews and comments on any changes to safety elements within IndyGo, Paratransit, and the Bus system;
- Review trend safety data provided by departments and provided feedback to ensure departmental compliance with SMS data requirements.
- Participates in the development and implementation of system emergency drills;
- Facilitates monthly IndyGo and Paratransit Safety Meetings;
- Participates in informal meetings with the CEO as appropriate, on safety issues;
- Provides full support and coordination on SMS implementation agency-wide;
- Ensure continuous safety improvement through support activities for all departments; and
- Provides oversight activities for internal SMS assessments by each department.

## 2.6 Safety Tasks by Position

### 2.6.1 Director of Risk and Safety

The Director of Risk and Safety acts as the Chief Safety Officer at IndyGo. The following tasks are required for this position:

- Directing and monitoring the SMS program at IndyGo and ensuring immediate corrective action is implemented for failures of the SMS. The Director of Risk and Safety (CSO) direct the work of the Risk and Safety Manager and Risk and Safety Specialists.
- Providing monthly status reports to the CEO on items of immediate concern and quarterly reports on SMS compliance agency-wide
- Providing information, recommendations, and status reports to the CEO on resource allocation supporting SMS compliance at IndyGo;
- Ensuring sufficient labor and equipment resources are adequately deployed at IndyGo to meet SMS requirements, and informing the CEO of any deficiencies in this critical area;
- Reports monthly to the Executive Leadership Team meetings to address system hazards and other safety concerns;
- Provides primary consultation and guidance on SMS implementation throughout the agency.
- Provides monthly reports to the CEO on SMS compliance agency-wide;
- Overseas and supports departmental assessments, investigations, inspections, observations, and other Safety Assurance activities to ensure full compliance with SMS;
- Participates in informal meetings with MPO, Chief Executive Officer, COO, and other IndyGo management on safety issues;
- Assists in and supports the development of safety policies, procedures, and programs;

- Supervises and oversees the work of assigned safety staff, conducts performance reviews with staff, and initiates appropriate actions related to such;
- Serves as IndyGo's main contact with MPO and other agencies related to safety programs and procedures. Prepare records, documents, and data required by such agencies;
- Supports the departmental investigations of employee and vehicle accidents/events and injuries; works with Operations Training and Maintenance Training to develop programs to reduce accidents and injuries.
- conduct inspections and research safety codes, standards, and regulations;
- Supports the departmental collection and analysis of safety data and statistics, and reviews reports, records, and documents of this analysis by departments. Ensures each department distributes its data/analyses to all other departments in a timely and accurate fashion;
- Coordinates staff safety meetings and attends meetings, conferences, and group functions related to safety;
- Assists in the development of training sessions relating to safety issues.
- Identifies safety concerns, analyzes reports and information, supports the development of programs for accident injury prevention, and provides recommendations to reduce the frequency of accidents.
- Assists in claim investigations of work-related injuries or disabilities; assists in the preparation of files for litigation.
- Establishes and implements effective industrial hygiene and occupational policies and procedures for operating and maintenance functions;
- Recommends, monitors, and evaluates IndyGo compliance activities with federal/state safety and health laws, hazardous waste management plans, and environmental standards and regulations;
- Establishes criteria for the selection, maintenance, and proper use of personal protective clothing and equipment;
- Participates in the development of training programs for Right-to-Know and Hazardous Materials Management and other regulatory-mandated training.
- Oversees development and maintenance of industrial hygiene, occupational management databases, and computer information systems, and
- Ensure the investigation of safety concerns is reported to the Safety Department.
- Monitors and maintains policy, and conducts training on IndyGo's Drug and Alcohol Program

#### *2.6.4 Manager of Risk and Safety*

##### The Risk and Safety Manager:

- Assists the Director of Risk Safety in safety training and serves as an advisor on issues related to system procurement and safety awareness;
- Assists Operations and Maintenance Directors and Managers with daily safety issues;
- Supports departments and the Director of Risk and Safety in the development and implementation of accident and injury prevention policies, procedures, and programs;

- Supports departmental investigation of employee and vehicle accidents, events, and injuries, identifying potential hazards for resolution. Completes reports to document investigative findings and conveys recommendations to prevent reoccurrence or resolution;
- Develops, coordinates, and conducts training sessions relating to employee right-to-know and hazard waste awareness, emergency evacuation, accident investigations, public safety/emergency response, and others as required;
- Coordinates and conducts department safety meetings; attends meetings, conferences, and group functions related to safety.
- Reviews all safety data analysis provided by departments and provides comments and directions to departments on identifying and addressing safety trends.
- Maintains a current level of proficiency regarding safety codes, standards, regulations, and technological advances;
- Participates in technical advisory committees in engineering design reviews, construction/contractor safety activities, and general safety oversight regarding capital projects/improvements;
- Provides technical support in claims investigations of work-related injuries or disabilities;
- Supports departmental investigations of employee and vehicle accidents, events, and injuries; assists in developing programs to reduce injuries.
- Conducts SMS compliance audits and inspections, and research safety codes, standards, and regulations;
- Coordinates safety meetings at locations and attends meetings, conferences, and group functions related to safety;
- Identifies health and safety concerns, analyzes reports and information, develops programs for accident/injury prevention, and submits recommendations to reduce the frequency of accidents.
- Assists in claim investigations of work-related injuries or disabilities and prepares files for litigation; and
- Identifies safety and health concerns and issues and participates in the design and implementation of safety policies and procedures.
- Updates information on the Employee Safety Promotion Bulletin Board

#### 2.6.5 *Risk and Safety Specialists*

- Investigates and reports on complaints, events, accidents, and hazards as required;
- Performs documentation audits for compliance with SMS.
- Provides support for the Risk and Safety Department.
- Collects and analyzes data and performs trend analysis;
- Provides safety messages to all operators.
- Conducts safety meetings/training;
- Performs safety inspections: Facility & Shop, mainline & work site, and a construction site;
- Participates in IndyGo and Paratransit activities and attends monthly meetings; and
- Develops and performs safety-related training.

## 2.7 System Safety Task Matrix

The remainder of this section describes in matrix and narrative format the specific activities required to implement the Safety Management program.

**Table B System Safety Task Matrix**

Safety Tasks by Functional Area	Executive	Maintenance	Operations	Safety	Finance	Engineering	Executive Leadership	Frequency
Develop a system safety policy statement.	A	S	S	P	S	S	S	AR
Develop Safety Plan	A	RC	RC	P	S	S	RC	AR
Update Safety Plan	A	RC	RC	P	S	S	RC	Yearly
Liaison with the MPO	S	S	S	P	S	S	S	AR
Conduct internal safety audits.	A	P	P	P	P	P	S	Yearly
Develop emergency response plans.	A	P	P	P	S	S	S	AR
Investigate, document, and report all accidents/events.	S	P	P	S	S	S	S	AR
Collect, analyze, document, distribute, and review safety data	RC	P	P	P	P	P	S	Daily
A report required threshold accidents to outside agencies (MPO, FTA, NTSB)	A	S	S	P	S	S	S	AR
Hazard management	S	P	P	S	P	P	P	AR
Configuration management	S	P	P	S	P	P	P	AR
Safety and security certification	S	S	S	P	S	P	S	AR
Training Functions	S	P	P	P	P	P	S	AR
Design reviews	S	S	S	S	S	P	S	AR
Occupational safety and health programs	S	P	P	P	S	P	S	AR
Implement SMS	P	P	P	P	P	P	P	Daily
Review the IndyGo SSMP plan.	P	S	P	P	S	S	P	AR
<b>Responsibility: Participants are responsible, as shown in the matrix, for:</b>  <b>A Approval – approving specified documentation</b>  <b>P Primary Task – including preparation of the specified documentation.</b>  <b>S Secondary/Support -- Provide the necessary support to accomplish and document tasks.</b>  <b>RC Review &amp; Comment -- Review and provide comments on the task or requirement.</b>								

**Frequency:**

(D) Daily, (M) Monthly, (Q) Quarterly, (Y) Yearly, and (AR) As Required.

## 2.8 Key SMS Personnel and Responsibilities

Within IndyGo, each department/functional area provides distinct roles and carries out specific safety management responsibilities to ensure the protection of passengers, employees, emergency responders, the community served, and IndyGo’s property.

Safety management responsibilities by department/function are summarized in the following table:

**Table C**  
**Key SMS Personnel by Department with System Safety Management Accountability**

Department/Functional Area	Specific Position(s) with Safety Management Accountability / Key Departmental SMS Personnel
Human Resources	Chief People Officer
Safety	Director of Risk and Safety
Marketing and Communications, Public Information	Chief Public Affairs Officer
Bus Operations	Chief Operating Officer
Paratransit Operations	Deputy Chief of Transit Operations
Operations Training	Deputy Chief of Transit Operations
Scheduling and Service Planning	Director of Service Planning
Vehicle Maintenance	Director of Vehicle Maintenance
Facility Maintenance	Director of Facilities
Finance	Chief Financial Officer
Procurement	Senior Director of Procurement
IT	Chief Information Officer
Engineering	Chief Development Officer

Key SMS Personnel are responsible for ensuring their departments are in full compliance with IndyGo’s SMS program as described herein and in supporting documentation. They will perform Safety Assurance activities, including documentation, internal controls, monitoring, and auditing of their departmental compliance with this Safety Plan, and other supporting programs, plans, and procedures. The Risk and Safety Department is responsible for supporting each of the departments in these efforts.

### 2.8.1 *President and CEO of IndyGo*

SMS is a management system. It requires the attention of the highest management official and is a tool for the executive to ensure that all employees know and understand that safety is not the responsibility of a “safety department,” but is the responsibility of every employee in every department.

IndyGo’s Accountable Executive is the President and CEO of IndyGo.

- The Accountable Executive has ultimate responsibility for establishing and maintaining the SMS for IndyGo. The CEO is also responsible for:
- Ensure safety concerns are considered in IndyGo’s ongoing budget planning process.
- Ensure transparency in safety management priorities for the Board of Directors and the employees;
- Establish guidance on the level of safety risk acceptable to the agency; and
- Ensure the safety management policy statement is appropriate and communicated throughout the agency.

### 2.8.2 *Chief People Officer (Human Resources)*

- Develop position descriptions that address safety-related restrictions and requirements;
- Develop and administer medical standards for specific job positions, as warranted;
- Ensure that successful candidates for positions are capable of safely performing the tasks of these positions on a repetitive basis.
- Administer the application of IndyGo's employee discipline policy;
- Provide oversight and follow-up of site visits by health professionals (e.g., in connection with IndyGo’s drug and alcohol testing program);
- Maintain complete and current documentation in personnel files, including HIPAA records for Drug & Alcohol compliance;
- Ensure employees are screened before employment in compliance with all FTA and MPO requirements; and
- Assist Maintenance and Operations in training program development.

### 2.8.3 *Chief Public Affairs Officer*

- Act as a source of information to the public and news media during an emergency;
- Coordinate the dissemination of information to IndyGo employees and document all functions and activities during emergencies;
- Provide public information during emergencies to ensure the safety and security of passengers.
- Provide public information on safety and security for regular operations.
- Collect information from the public regarding safety, security, hazards, and safety events, and properly route information for optimal hazard resolution; and
- Work closely with all departments to effectively manage safety information.

### 2.8.4 *Director of Security*

- Participate in safety and security committees;
- Assist in the coordination of internal safety and security audits;

- Participate in emergency response drills as required.
- Assume the role of Incident Commander when the emergency/event is a potential or actual crime zone;
- Coordinate crowd control and assist with the evacuation of customers and/or employees;
- Coordinate traffic control and security within and around the emergency/event sites;
- Coordinate with local, state, and federal emergency operations agencies; and
- Address hazards as appropriate with the Director of Safety.

### 2.8.5 Chief Operations Officer

Responsible for the following functions: safety in bus and paratransit operations, operations training, and scheduling and service planning. In addition, this position negotiates, interprets, and administers various collective bargaining agreements and provides direction to line management in all matters concerning labor and employee relations, including management of all committee activities between labor and management.

#### Operations

- Administer and monitor standardized programs, policies, and procedures;
- Coordinate daily activities of dispatchers, clerks, and secretaries;
- Implement and monitor IndyGo's Drug and Alcohol Program;
- Ensure that preventive maintenance, running repairs, housekeeping, and vehicle servicing are performed safely;
- Ensure that Bus/Paratransit staff adhere to established standard operating procedures, bulletins, rules, and the processes set out in the Safety Plan;
- Take appropriate actions to resolve identified hazards promptly.
- Assist in the coordination of internal safety audits and participate in emergency response drills as required;
- Monitor bus operations using field supervision and radio dispatching;
- Ensure effective response during emergencies as required by circumstances;
- Assist in accident investigations as required; and
- Serve on the Operations, Safety, and Security Review Committee.
- Ensure the safety and security of IndyGo operations.
- Recommend development of industrial, occupational, and environmental safety management goals;
- Ensure compliance with company and safety-related programs, policies, procedures, bulletins, and the Safety Plan;
- Support the internal safety and security audits and participate in emergency response drills as required;
- Continuously identify any operating hazards that require formal implementation of the Hazard Management Process.

### Training

- Train and qualify new operators on routes and equipment operation, pre-trip inspection, emergency procedures, and injury and illness prevention;
- Perform re-training following accidents & occupational injuries as warranted; and Coordinate with the Director of Risk and Safety to incorporate IndyGo's safety policy, rules, and procedures in verbal instructions and direct training.

### Scheduling and Service Planning

- Under the guidance of the Director of Service Planning, ensures that service delivery schedules allow sufficient running time for safe operations at speed limits and adequate recovery time for bus and paratransit operators;
- Investigate operator complaints of insufficient running time.
- Develop work runs and schedule relief by collective bargaining agreements and regulatory requirements;
- Develop marketing tools to increase the transit safety awareness of riders and others encountering IndyGo;
- Develop and implement community outreach programs promoting the safe use of IndyGo services;
- Maintain liaison with media following accidents and emergencies; and
- Ensure operational safety of stops, shelters, route design, and layover/recovery areas.

### Vehicle Maintenance

The Deputy Chief of Fleet, Maintenance & Facilities is responsible for assisting in ensuring safety in the following areas:

- Vehicle Maintenance
- Fleet Services
- Facilities

### Transit Asset Management Program & State of Good Repair

- IndyGo has developed the required performance measures under the requirements of 49 CFRs 625 & 630. Currently, IndyGo is fully compliant with the Transit Asset Management Plan (TAMP), including its state of good repair for rolling stock, equipment, infrastructure, and facilities.

### Special Projects

- Handle special maintenance projects, including those with safety-related impacts, as required.

### Maintenance Training

- Ensure proper training of all new mechanics and technicians to inspect, maintain, and repair the Authority's fleet safely and effectively.
- Ensure proper training of maintenance staff in emergency/safety procedures and injury and illness prevention as appropriate.

## Maintenance

- Assure that the fleet is properly maintained and available in safe operating condition according to IndyGo's procedures;
- Provide necessary mechanisms for reporting defects and hazardous conditions.
- Coordinate with the Director of Risk and Safety on system safety requirements.
- Administer and monitor standardized programs, policies, and procedures;
- Administer safety programs for department employees;
- Monitor the collection and disposal of waste (e.g., oils, clarified wastewater sludge) to affect safe handling and minimize employee and environmental exposure to potentially hazardous products and materials;
- Ensure appropriate action to resolve reported or otherwise identified hazards promptly. As appropriate, coordinate the development and testing of engineering solutions as a means of addressing vehicle-related hazards; and
- Coordinate with the Director of Risk and Safety in the development and implementation of risk reduction measures associated with the operation and maintenance of IndyGo's revenue vehicles.

## Bus/Paratransit/Non-Revenue Maintenance

- Coordinate safety-related activities of the bus maintenance staff and ensure compliance with the Safety Plan;
- Oversee field maintenance programs and practices and ensure compliance with the Safety Plan;
- Ensure that programs, retrofits, major repairs, and maintenance practices are performed safely and monitored for safety-related issues;
- Ensure that functions comply with the Safety Plan.
- Monitor body and paint, mechanical repairs, and component rebuild activities for quality;
- Coordinate and monitor the Vehicle Improvement program, and all off-property repairs;
- Assist in the accident investigation process as required.
- Arrange the removal of defective or damaged equipment
- Ensure preventive and corrective maintenance of IndyGo's non-revenue fleet;
- Ensure body and mechanical repairs, excluding major hydraulic and components, on all of the non-revenue vehicles;
- Schedule and coordinate preventive maintenance activities;
- Maintain vehicle records;
- Assist the Safety Department in conducting safety-fire inspections and correcting any identified safety deficiencies;
- Assure that the communications electronic systems are properly maintained and operational daily. Ensure that equipment follows manufacturer specifications, federal requirements, and directives;
- Ensure all emergency communications electronic equipment follows organizational requirements, along with the associated guidelines. Ensure that applicable safety practices and procedures are adhered to relative to the communications and electronic service industry and

- Maintain IndyGo radios and fare boxes.

#### Quality Assurance

- Where applicable, participate in the development of technical equipment specifications and procedures that address the safety requirements of regulatory agencies and IndyGo. Ensure that replacement equipment meets safety requirements before acceptance. Examine equipment and systems to explore the potential for increased efficiencies and improvements in user and fire safety as well as in performance.
- Administer warranty programs;
- Coordinate major equipment rebuild, repair, and retrofits;
- Ensure the performance of inspection and testing activities necessary to ensure that equipment, supplies, and operations result in the desired level of safety;
- Monitor the performance of preventive maintenance efforts.
- Stop work on all unauthorized modifications.
- Establish and maintain current drawings for IndyGo facilities and systems;
- Analyze equipment failures and identify trends;
- Document equipment and facility modifications and inform affected staff of these modifications; and
- If appropriate, participate with the Safety Department in accident investigations and develop findings and recommendations.

#### Inventory

- Monitor procurement practices to ensure that safety is not compromised in replacing parts.
- Monitor human-machine interfaces and
- Ensure IndyGo stocks quality parts and provides specifications and quality assurance for parts and materials.

#### 2.8.7 Hazardous Materials

It is the responsibility of IndyGo to minimize and control the generation of hazardous waste and pollutants to protect the environment during maintenance operations. All IndyGo activities must comply with applicable federal, state, and local environmental protection laws. Procedures have been established in IndyGo's Hazardous Materials Program to control hazards associated with the procurement, storage, transfer, use, and disposal of hazardous substances. Methods used in this process include product and substance evaluations, procurement procedures, monitoring, testing, inspections, and training.

IndyGo compliance includes Safety Data Sheets (SDS) and procedures regarding chemical labeling, chemical disposal, and employee notification (i.e., right-to-know). Affected employees receive annual Right-to-Know and Hazardous Waste Awareness Training.

Records of training are maintained by the training department. The Director of Risk and Safety is responsible for all required reporting for compliance.

IndyGo satisfies the program requirements through the following comprehensive process:

- Process complies with applicable federal, state, and local environmental protection laws;
- Process includes established procedures to control hazards associated with the procurement, storage, transfer, use, and disposal of hazardous substances;
- The process includes methods such as product and substance evaluations, procurement procedures, monitoring, testing, inspections, training, record keeping, and reporting requirements.
- The process also includes procedures for Safety Data Sheets and chemical labeling, chemical disposal, employee notification, and
- The process includes employee awareness training.

#### *2.8.7 Finance*

The Chief Financial Officer ensures the following critical activities occur:

- Facilitate the achievement of Safety Plan objectives through preparation and control of IndyGo's budget and staffing level recommendations;
- Manage and maintain the safety of IT systems and fare collection processes;
- Ensure necessary funding for safety programs/projects;
- Ensure that equipment purchased by IndyGo meets safety requirements and that design requirements have been coordinated with all appropriate departments.
- Perform technical maintenance for accident record keeping, employee injury reporting forms, and related accident data as required;
- Provide claims administration;
- Ensure that the procurement process complies with established procedures for evaluating materials and products for use by IndyGo.
- Ensure that all contracts comply with IndyGo's Safety Plan and all federal, state, and local fire/safety regulations;
- Include safety requirements in contracts such that contractors must meet all applicable state, federal, and local regulations as well as IndyGo's requirements;
- Develop and maintain a list of hazardous materials and equipment;
- Enforce safety procedures related to hazardous substance acquisition, handling, labeling, storage, disposal, and record keeping;
- Ensure the Internal Audit department performs financial audits as required.

#### *2.8.8 Engineering*

The Chief Development Officer ensures the following critical activities take place:

- Administer/monitor construction contracts to ensure that contractor procedures conform with current MPO and OSHA regulations and that the results are safe for IndyGo and/or public use;
- Monitor the installation of facilities, systems, and equipment to ensure compliance with contractual requirements and procedures;
- Write technical specifications;

- Coordinate communications concern relative to joint missions and training exercises with local municipalities;
- Approve any new, upgraded, or modification of communications or electronic systems;
- Conduct environmental impact studies;
- Provide Emergency response to hazardous waste, chemical spills, and/or other issues required by regulation;
- Oversee design and engineering consulting services and construction contracts;
- Report and make recommendations to the IndyGo President and CEO and IndyGo’s Board on major capital projects;
- Participate in reporting to IndyGo’s Executive Leadership Team and the Safety and Security Committee as appropriate;
- Coordinates capital program matters and activities with communities, governmental agencies, regulatory agencies, and funding agencies;
- Program and schedule major capital project tasks;
- Manage hazard and vulnerability processes for capital projects.
- Establish and maintain current drawings for capital project facilities and systems;
- Develop project-specific safety and security plans and milestones.
- Monitor implementation of project-specific safety and security plans, activities, and responsibilities’
- Monitor environmental and chemical compliance with local, state, and federal regulations for capital projects.
- Provide capital budget analysis.
- Provide document control for capital projects and
- Provide configuration management for capital projects.

## 2.9 SMS Reporting

IndyGo understands the importance of continuous monitoring and reporting of the status of the SMS program. To this end, the following formally documented reporting is required:

- Each month, a monthly report is due to the CEO and Director of Risk and Safety from each functional Department/Area on the status of:
  - Deficiencies, failures, and corrective actions for
    - SMS gaps identified by IndyGo.
    - Internal controls-- departmental safety audits and corrective actions
- The Director of Risk and Safety reports monthly on the internal controls and audit program to the CEO.
- The Director of Risk and Safety and the Risk and Safety Manager provide a monthly status summary to the Executive Leadership Team on issues needing immediate attention regarding SMS compliance, including unacceptable or undesirable hazards and resource allocation for corrective action.



- The Director of Risk and Safety provide a quarterly status report to the CEO and an annual summary, including the internal audit findings.

## Chapter 3 – Integration with Public Safety and Emergency Management

The following sections describe Emergency Response Planning, Coordination, and Training:

### 3.0 Emergency Management

Indianapolis Public Transportation Corporation (IndyGo) has developed this Emergency Response Plan (ERP) to provide safe transportation service to our customers, the citizens of our service area, and the employees of our company. The IndyGo Emergency Response Plan (ERP) provides a structured guide during periods of an emergency, whether natural or manmade disasters, as well as when disasters are forecasted or imminent. IndyGo has adopted the protocols defined in the National Incident Management System and has formed an Emergency Response Team. The Emergency Response Team (ERT) will be the key to the success of our emergency response actions. The ERT team will provide the overall direction of the emergency response activities. With the decision-makers at one location, key personnel and resources can be utilized more efficiently. The coordination of emergency response activities will ensure that all tasks are accomplished with little or no duplication of effort. The ERP will help us to:

- Provide a superior level of safety in our transit operations.
- Identify the succession plan and responsibilities for IndyGo.
- Maximize our resources during an emergency or crisis.
- Continue our continuity of operations during emergencies.
- Comply with all agencies at the local, state, and federal levels to minimize the impact during emergencies and to meet applicable requirements of regulatory agencies.
- Ensure safety is the responsibility of every employee.

During many distinct types of emergencies, the role of IndyGo is to support the efforts of police, fire, and rescue workers. Transit equipment and personnel may be used for evacuations, transporting emergency workers, or for warming/cooling areas at the scene of an incident. Normal transit services may need to be modified during such emergencies, but IndyGo remains committed to providing transportation to the public to the greatest extent possible.

IndyGo's emergency planning process includes the following categories:

- Flood
- Earthquake
- High-velocity winds and tornadoes
- Derailments and collisions (mass casualties)
- Grade crossing accidents
- Hazardous Materials
- Hijacking or hostage situation
- Terrorist attacks:

- Chemical/Biological - Inside vehicle
- Chemical/Biological - Outside vehicle
- Bomb threats or explosives (including weapons of mass destruction (WMD))

### 3.0.1 Meetings with External Agencies

IndyGo staff attend first responder meetings throughout the year, and other emergency response meetings as required to coordinate and plan emergency response and proactive processes. Agencies represented at these meetings included local police, state police, FBI, Attorney General’s office, fire departments, emergency medical service, county emergency management, and public utilities.

IndyGo also coordinates with the City of Indianapolis and the Indianapolis Fire Department, as well as with other supporting agencies, for planning, training, and exercises to ensure a comprehensive response to any adverse event on the system.

### 3.0.2 Emergency Preparedness Planning

IndyGo's emergency management planning and preparation are consistent with the objectives outlined in the Homeland Security Presidential Directives (HSPDs) requiring implementation of the National Response Plan (NRP), the National Incident Management System (NIMS), the National Infrastructure Protection Plan (NIPP), and the National Preparedness Goal. IndyGo’s activities to support the implementation of HSPD requirements are coordinated through the Marion County Emergency Operations Center (EOC). The System Security Plan (SSP) provides additional details about IndyGo's response to terrorist events.

### 3.0.3 Emergency Drills

Emergency Preparedness drills are planned and conducted with police, fire, and emergency response personnel from Indianapolis. On new extensions, extra tabletop exercises and drills are held to familiarize the departments with IndyGo operations, its equipment facilities, and procedures. In addition, facility emergency preparedness drills are conducted semi-annually. Emergency preparedness drills can include evacuation and severe weather shelters. IndyGo follows the Homeland Security Exercise and Evaluation Program (HSEEP) protocol.

Drills Conducted	Frequency
<b>Fire with Evacuation</b>	<b>Q</b>
<b>Severe Weather</b>	<b>A</b>
<b>Workplace Violence (Active Shooter)</b>	<b>A</b>
<b>Bomb Threat</b>	<b>A</b>
Q= Quarterly A= Annual	

### 3.0.4 Implementation of Findings

After-Action Reports (AARs) are developed following the completion of emergency drills and exercise scenarios. The Executive Leadership Team reviews the After-Action Reports and develops and

implements appropriate actions to respond to the After-Action Report recommendations. Discrepancies found because of corrective training or drills are corrected in the procedures developed by the appropriate department with the assistance of the Safety Department.

### *3.0.5 Emergency Familiarization*

#### **Fire Departments**

- Procedures for notification, control, and the degree of responsibility on-site;
- Levels of service (equipment, personnel, etc.) to be delivered in response to various types of transit emergencies;
- Appropriate methods for communication and transfers of command;
- Familiarization with IndyGo equipment and facilities;
- Use of tools, equipment, and IndyGo personnel to assist as necessary;
- Procedures to remove and restore power; and
- Scheduled drills and exercises annually.
- Annual training with first responders.

#### **Police Departments**

Familiarization training is also provided to local and regional police and law enforcement organizations, including law enforcement personnel specifically assigned by contract to IndyGo. Law Enforcement Training is conducted and coordinated with IndyGo Security. Included in the training are:

- Procedures for notification, control, and the degree of responsibility on-site;
- Familiarization with IndyGo equipment and facilities; and
- Scheduled drills and exercises annually.
- Annual Police SWAT Team training and familiarization.

#### **Emergency Preparedness Training**

IndyGo incorporates emergency management training through various safety, Public Safety, and operations training programs to achieve the following objectives:

- Applicable management, operations, and maintenance rules, procedures, and plans are effectively documented and conveyed to those responsible for their implementation.
- Oversight to ensure IndyGo personnel are responsible for dispatching and controlling assets to administer, operate, and maintain the system's safety and security equipment and facilities;
- Safety-related rules and procedures for management, operations, and maintenance personnel are documented and effectively implemented by all employees as required.
- Emergency procedures have been developed, documented, and successfully implemented by all personnel as required, including public safety personnel (if appropriate);
- Transportation personnel and local emergency responders understand the hazards of the transportation environment; and
- An adequate level of preparation is maintained for a possible emergency.

Additional training typically addresses rules, policies, and procedures, as well as many of the hazards in the transportation environment (e.g., live power, track and roadway safety, hazardous materials and alternate fuels, medical emergencies, or blood-borne pathogen awareness, personal safety, and injury prevention). NIMS and Incident Command System (ICS) orientation and training activities are ongoing. All employees participate in the IndyGo Emergency Response Plan training.

### *3.0.6 Emergencies Involving Criminal Activity*

A more detailed discussion of the response and handling of emergencies involving criminal activities (i.e., terrorism, bomb threats, hijacking, etc.) is found in IndyGo's System Security Plan (SSP) and is considered Security Sensitive.

## 3.1 Emergency Operations

### *3.1.1 Incident Command Center*

IndyGo's Incident Command Center is utilized to coordinate, manage, and provide mitigation planning for emergencies. The Command Center is equipped with display boards, computers, and/or laptops (with an internet connection), a television with satellite dish or internet connectivity, telephone lines, portable radios, and other equipment as directed by the CEO.

The Incident Command Center involves several separate areas: the main meeting area, the executive team meeting area, and a secondary meeting area. Once the ERT has been activated, all required ERT personnel shall report to the identified location.

- **1501 Building- The Administration Conference Room**- This area should be locked down during the incident to discourage unauthorized visitors. The Incident Commander will appoint someone to field all calls for the ERT. This Room will be for housing representatives of each department. Upon activation of the ERT, the designated representatives from each department shall report to the ERT Incident Command Center and activate their assigned workstations. There will be three phones, three computer stations, a TV to monitor news information, and one conference area. The Safety Officer's Station will be equipped with an IndyGo MECA handheld radio and a Police/Fire scanner.
- **1501 Building- The Executive Conference Room**- This area will serve as the ERT annex, housing representatives of the executive team and board members.
- **East Campus – B Building 1<sup>st</sup> Floor IndyGo Board Room** - This area should be locked down during the incident to discourage unauthorized visitors. The Incident Commander will appoint someone to field all calls for the ERT. This Room will be for housing representatives of each department. Upon activation of the ERT, the designated representatives from each department shall report to the ERT Incident Command Center and activate their assigned workstations. There will be three phones, three computer stations, a TV to monitor news information, and one conference area. The Safety Officer's Station will be equipped with an IndyGo MECA handheld radio and a Police/Fire scanner.

- **East Campus** – B Building 1<sup>st</sup> Floor Conference Room behind the Board Room- This area will serve as the ERT annex, housing representatives of the executive team and board members.

### *3.1.2 Activation Criteria*

The Command Center may be activated for any of the following reasons:

- Resources beyond IndyGo’s capability are required to respond to an emergency.
- An emergency for long duration;
- Major policy decisions will be needed.
- A local or state emergency is declared, and
- Activation of the Command Center will be advantageous to the management of the emergency.

### *3.1.3 Activation of the Incident Command Center*

The Command Center is activated anytime there is a need to handle an event, foreseen or unforeseen. For Level I and II events, the Accountable Executive may activate the Command Center at their discretion. For Level III, the Command Center is activated at the discretion of the CEO or their designee.

Immediately following the activation of the Command Center, the following people are notified of the activation and asked to report or send a representative to the Command Center:

The Emergency Response Team will include the following departments.

- President/CEO
- COO
- Chief Public Affairs Officer
- Chief Legal Officer
- Chief People Officer
- Director of Risk & Safety
- Director of Security
- Deputy Chief of Fleet, Maintenance & Facilities
- Deputy Chief of Transit Operations
- Chief Financial Officer- CFO
- Chief Information Officer
- Chief Development Officer
- Director of Facilities
- Director of Vehicle Maintenance
- Senior Director of Procurement
- Director of Service Planning
- President of ATU Local 1070

### 3.1.4 Functions of the Incident Command Center

For Level III events, the Command Center makes all overall strategic management decisions (with the Incident Commander leading the discussion), including taking the following actions:

- Implement event plans and document all Command Center actions;
- Request assistance from outside emergency response agencies for fire, medical, police, and evacuation emergencies;
- Dispatch supervisors to the scene or other designated locations;
- Dispatch IndyGo security to assist at the event scene.
- Communicate with the Service Center all bus movements, as required; as appropriate, activate/deactivate inductive charging power;
- Contact maintenance supervisors for assistance, as required.
- Coordinate requirements for supplemental service.
- Perform management notifications, respond to incoming telephone calls, and perform other duties as assigned; and
- Provide timely media information.

## 3.2 Levels of Emergency/Special Event

### 3.2.1 Levels of Emergency

IndyGo recognizes three levels of emergency, which are determined by the severity of the emergency. The purpose of this rating system is to provide a standard for determining the magnitude of response to the emergency.

**Table D: Levels of Emergency**

Element of Definition	Agency Threshold
<b>Service Interruption</b>	Inability to provide service
<b>Duration of Interruption</b>	2 hours (system-wide) 24 hours (single route)
<b>Injuries and Fatalities</b>	2 or more injuries requiring hospitalization 1 or more fatalities
<b>Dollar Amount of Property Damage</b>	> \$25,000

### 3.2.2 Levels of Special Event

Planned special events are categorized by the expected size of the crowd drawn to the event and by the potential number of transit customers affected by the event. The purpose of the rating system is to provide a universal standard for determining the level and scope of the response to the event.

The levels of special events will be communicated within the IndyGo SOP SAF.026.19 Communication of Accidents/Incidents.

**Table E: Levels of Special Event**

Levels of Special Event	
<b>Event I</b>  <b>Minor Event</b>	An event that has a minimum impact on IndyGo’s transit service, with few or no response team members required on-scene. In general, IndyGo’s Operations department resources are adequate to manage the event.
<b>Event II</b>  <b>Major Event</b>	An event of a large nature that involves a certain part of the service area, including multiple days and/or large crowds. It may involve bus and/or rail but is generally local. Maintenance of the right-of-way, which adversely affects transit service and causes significant delays of over 20 minutes, would typically be suspended within this category. Response team members and crowd management services may be needed to ensure customer service.

### 3.3 Operations Command Center Management

The Incident Commander has direct responsibility for:

- Activation of the ERT.
- Keeping the public informed of the current situation (utilizing the public information officer).
- Implementing the policies and decisions of the Board of Directors.
- Direct the emergency operational response of IndyGo services and request outside assistance when necessary.

The Liaison Officer is responsible for:

- Maintaining control of all operations.
- Serving as staff advisor to the Safety Officer on all emergency matters.
- Activating the ERT with concurrence from the Incident Commander.
- Coordinating information from department heads to present to the CEO, Board of Directors, and Representatives of Local, State, and Federal Government agencies.
- Communicating directly with the Incident Commander.

The Operations Officer is responsible for:

- Maintaining control of all street operations. Directing communications to operators and operation staff with the use of the MECA system (bus radio, console, and handheld radios), transportation supervisors, or any other communication devices.

- Following the emergency, they will evaluate street and roadway conditions to determine what level of service IndyGo can provide. Continue to monitor the situation and prepare to adjust service as needed.

The Public Information Officer and staff are responsible for:

- Providing users and non-users of our public transit services with accurate information about the operating status of IndyGo.
- Producing printed materials necessary to communicate emergency information to users of our service.
- Printing and distributing materials regarding IndyGo service changes.
- Keeping informed about various community organizations.
- Communicating emergency information to the appropriate community leaders upon the request of the Incident Commander.
- Coordinating the evaluation of all incoming calls and directing requests to the ERT or the appropriate resource.
- Informing and updating radio, television, and newspaper reports of IndyGo's operating status.
- Developing statements addressing IndyGo's status and any plans for service or route changes.
- Maintaining contacts with the ERT to communicate any changes to previously made notices.
- Providing users and non-users of our public transit services with accurate information about the operating status of IndyGo.
- Producing printed materials necessary to communicate emergency information to users of our service.
- Communicating emergency information to the appropriate community leaders upon request.
- Develop canned messages for not providing specific bus locations but rather referring inquiries to published schedules.

The Logistics Officer and staff are responsible for:

- Securing the Downtown Transit Center facility.
- Supplying vehicles as required.
- Controlling bus movement in and out of the Downtown Transit Center.

- Supplying and staffing an emergency fueling point for vehicles operating during periods of emergency.
- All employees, upon communication, will park in the South Parking Lot and enter through the Transportation Entrance. All other entrances will be locked and restricted.
- All employees should report to their direct supervisor for instructions.
- Check and verify the operability of all IT systems by prioritizing access control systems, facility CCTV systems, CAD/AVL, Avail, MECCA, Hastus, Ellipse, and T1 lines, and disable all public bus schedules.

The Finance Officer and staff are responsible for:

- Supporting the emergency procurement needs of the EOC.
- Establishing and maintaining a complete and separate file of all emergency-related expenditures.
- Prepare for emergency expenditures and procurements.
- Support the emergency procurement needs of the organization.
- Establish and maintain a complete and separate file of all emergency-related expenditures.

The Safety Officer is responsible for:

- During emergencies or the threat of such, the Director of Risk and Safety and his staff may act as the **Incident Commander**.
- It is the responsibility of the Incident Commander to arrive at the scene of the emergency and control and coordinate the on-scene resources through instructions given by the ERT.
- The Incident Commander is responsible for coordinating with other on-scene agencies and forwarding information and requests to the ERT.
- The Incident Commander is also responsible for safeguarding all on-scene IndyGo equipment and personnel and directing their actions.

The Planning Officer and staff are responsible for:

- Maintaining an employee contact list and supporting the communication process.
- Establishing dialogue with the union leadership.
- Providing legal counsel.
- Researching any Federal, State, or Local regulations about the emergency.

## 2.0 Coach Operators, Maintenance employees, and staff:

- Protect the safety and well-being of our passengers, yourself, and then property.
- Follow the emergency instructions of Supervisors, Dispatchers, or the Incident Commander.

### 3.4 Emergency Management Training

#### 3.4.1 Familiarization Training

Emergency exercises, including tabletops and full-field exercises, are a critical part of IndyGo's emergency preparedness training. At least once each year, IndyGo works with its first responder partners to hold a full field exercise. Exercises are documented via After Action Reports. More information can be found in IndyGo's ERP.

Periodic familiarization and refresher training have been planned and coordinated between IndyGo and the local fire and police departments. This training included disaster activities, vehicle emergency equipment, and communications. Training sessions in emergency response to IndyGo, Paratransit, and Buses are conducted annually. In addition, management conducts a review of emergency response plans annually.

Meetings/drills have been coordinated and implemented with the following agencies on various fire/life safety issues:

- Indianapolis Metropolitan Police Department
- Indianapolis Fire Department
- Indianapolis Emergency Medical Services
- Federal Transit Authority
- Lawrence Police Department
- Transportation Security Administration

#### 3.4.2 Employee Training

All IndyGo operations and maintenance personnel undergo emergency response training to ensure they have a thorough understanding of their role and responsibilities during an emergency. At a minimum, training is provided on IndyGo's SOPs and emergency plans that the employee may be required to implement, and on any specialized equipment. In addition, management conducts an annual review of emergency response plans to ensure consistency with training drills and exercises. All IndyGo new hires also receive a safety procedures orientation guide with the evacuation routes/procedures.

## Chapter 4- SMS Documentation and Records

### Plan Review Modification

#### 4.0 Safety Plan Management

The Safety Management program operates under the principle of continuous improvement. To this end, the Safety Plan must be reviewed annually and revised as needed to reflect changes in IndyGo's organization, procedures, equipment, facilities, and operating environment, including:

- Policy changes (mission, goals, or objectives).
- Organizational changes.
- Changes to rules and regulations.
- Changes in operating procedures.
- Elimination of equipment or addition of new equipment: and
- Elimination of a facility or addition/acquisition of a new facility.

Changes in safety policy, goals, or objectives require the approval of the IndyGo President and CEO.

Changes in policy, organization, rules, regulations, or operations necessitating Safety Plan adjustments are accomplished within the schedule described herein.

#### 4.1 State Oversight Requirements

##### 4.1.1 Submittal Procedure

IndyGo will assess its Safety Plan once each year and coordinate with the State and MPO in the selection of their performance targets to the maximum extent practicable (§ 673.15(b)). IndyGo must submit proposed Safety Plan changes to the MPO annually for review, including a summary identifying and explaining proposed changes.

IndyGo must also submit to the MPO any Safety Plan revisions made between annual updates. Such submissions are made before the time the revision is to be implemented. The MPO reviews the revisions.

##### 4.1.2 Review and Approval Procedure

###### 4.1.2.1 Approved Plans

IndyGo will self-certify its PTASP and submit a copy to the MPO for review upon completion. IndyGo will coordinate with the State and MPO to the maximum extent practicable (§ 673.15(b)). The plan the MPO reviews and approves is considered the Safety Plan in effect until another such plan is submitted and approved by the requirements of the Program Standard.

#### 4.2 IndyGo Internal Safety Plan Review and Approval Process

The Director of Risk and Safety ensures that the Safety Plan is developed, implemented, and maintained appropriately and effectively. The Executive Leadership Team assists the Director of Risk and Safety in this effort. The Director of Risk and Safety also notifies the MPO staff in writing of any proposed changes to the Safety Plan for review. Any recommended updates or changes are due from the SSC by January

1<sup>st</sup>, so a review with the Accountable Executive can be held by February 1<sup>st</sup>, and the plan implementation by March 1<sup>st</sup> each year.

#### *4.2.1 Safety Plan Revisions*

The process for revising the Safety Plan includes a thorough review of the current Safety Plan by IndyGo's management; complete documentation of all proposed revisions to the Safety Plan by proposers; Executive Leadership Team review of proposed revisions; required approval; notification of the MPO of proposed changes; distribution and implementation. Any recommended updates and/or changes are due by February 1<sup>st</sup>, so a review with the Accountable Executive can be held and the plan implementation by March 1<sup>st</sup> each year. This will be presented to the Board of Directors for approval in February each year.

#### *4.2.2 Implementing Safety Plan Revisions*

Implementation of the Safety Plan by all IndyGo departments and firms participating in IndyGo projects assures that safety is an integral part of all planning, testing, operation, maintenance, construction, procurement, and disposal activities. System Safety continuity is assured through the evolution of the Safety Plan, periodic updates of the Safety Plan, and audits and reviews. All IndyGo Executives, Officers, Directors, Managers, and Supervisors are responsible for carrying out the Safety Plan procedures for their respective departments.

### **4.3 Training Records**

All employee training is logged and maintained in the appropriate employee file. Ensuring this task is properly performed and entered in the employee file is the responsibility of the Operations, Training, Safety, and HR departments.

These departments are responsible for ensuring that training records are entered into the appropriate employee file. When recurring training is required, the Department notifies the employee and the employee's supervisor. Any anomalies are also noted and brought to the attention of the heads of Operations, Maintenance, Training, and HR, as well as the Director of Risk and Safety.

Contractor training records are maintained by the department providing the contractor training.

Records of safety-related training are maintained by the requirements of 49 CFR 673 and 674.

## Part 2 Safety Risk Management

### Safety Risk Management Process

IndyGo has developed and implemented a Safety Risk Management process for all elements of its public Transportation system. The Safety Risk Management process is comprised of the following activities:

- Identification of safety hazards,
- Analysis of safety hazards,
- Safety risk evaluation, and
- Safety risk mitigation.

### Safety Risk Assessment

A safety risk assessment is a systematic procedure for identifying and managing hazards. It encompasses a thorough examination of the entire work environment, processes, and equipment to determine any hazard to the health of the employees in the short or long term and implement remedies.

Safety assessments consist of the following stages:

- Identifying a hazard
- Collecting information and analyzing the risk associated with it.
- Determining how to remove or reduce its effect by eliminating the process or equipment.
- Replacement with better equipment or process
- Using advanced technology or design and physically isolating processes or direct contact with the user, using appropriate collective or personal protective equipment

*See Table F: Typical Hazard Identification Activities and Schedule*

### Safety Hazard Identification and Analysis

IndyGo has established a process for hazard identification and analysis. IndyGo includes, as a source for hazard identification and analysis, data and information provided by an oversight authority and the FTA. (Chapter 5)

### Safety Risk Evaluation and Mitigation

IndyGo has established activities to evaluate and prioritize the safety risks associated with the potential consequences of safety hazards. Safety risks are evaluated in terms of probability and severity, and consider mitigations already in place to reduce the probability or severity of the potential consequence(s) analyzed. IndyGo has established criteria for the development of safety risk mitigations that are necessary based on the results of the agency's safety risk evaluation. (Chapter 6)

### Hazard Management Process

Chapters 5 and 6 together describe the Hazard Management Process.

## Chapter 5- Hazard Identification and Analysis

### 5.0 Hazard Management Process- Activities and Methodologies

#### 5.0.1 Hazard Management Process

- **Hazard** -- *any real or potential condition that can cause injury, illness, or death; damage to or loss of a system, equipment, or property, or damage to the local environment.*

Hazard identification and resolution are the core elements of the Safety Plan, requiring timely correction of unsafe conditions, ideally, anticipated and reconciled before a serious accident, injury, or damage occurs. The methodology employed for the formal process of hazard identification and resolution at IndyGo is based on the U.S. Department of Defense Military Standard (MIL-STD -882E) *Standard Practice for System Safety*.

To ensure that IndyGo provides safe and reliable transportation services, IndyGo uses the hazard methodology to ensure hazards are identified and analyzed for potential impact on the operating system and resolved in a manner acceptable to IndyGo management and regulatory agencies.

All IndyGo management, staff, contractors, and suppliers are required to implement hazard management and safety and system assurance throughout the design, construction, testing, and operational phases of IndyGo's projects. Hazards that cannot be eliminated in the design phase are to be controlled by safety devices, warning devices, training, and/or written procedures to prevent hazards.

Hazard identification and resolution is a system safety process managed by the Director of Risk and Safety with the assistance of the Executive Leadership Team.

#### 5.0.2 Hazard Identification

FTA SMS guidance defines hazard identification as:

- **Hazard Identification** -- *formal activities to analyze potential consequences of hazards during operations related to the provision of service.*

IndyGo implements this definition with a process whereby an attempt is made to discover conditions in the system that, if not altered, have the potential to cause accidents, injuries, or other losses.

Every IndyGo employee is required to report any hazard or unsafe condition to his or her Supervisor, Department Manager, or other appropriate authority as defined in this Safety Plan. Most hazards in the system are identified in the field and reported to the Service Center/Dispatch Radio Room and are entered on AVAIL reports by Dispatchers. Other hazards are logged into the Near Miss Reporting system, where notification goes to the Risk and Safety Department.

These hazards are documented and addressed immediately by the responsible departments or units through established plans, protocols, procedures, and corrective measures, and do not require entry into the hazard log as indicated in this plan. The Director of Risk Safety and/or Risk and Safety staff are notified to assist the department in addressing the hazard as needed.

If the responsible department or the Risk and Safety staff assesses the hazard to be severe enough to require changes to operating procedures, maintenance procedures, and training programs, the matter will progress to the Executive Leadership Team meetings.

Additionally, if there is a significant frequency of the hazard, such as the occurrence of accidents, the hazard may merit an assessment by the Executive Leadership Team. The Executive Leadership Team further assesses the severity and frequency of the hazard and may create formal corrective action per its CAP process to mitigate or resolve the hazard.

In addition, any employee may communicate the identification of a potential hazard directly to the Director of Risk Safety or any Risk and Safety staff member verbally or in writing, or by communicating through other communication channels.

#### 5.0.2.1 Formal Approach

The Director of Risk and Safety, with support from the Executive Leadership Team, will determine those hazards for which formal analysis [i.e., Preliminary Hazard Analysis (PHA), Failure Modes and Effects Analysis (FMEA), or Operating Hazard Analysis (OHA)] are prepared. Further details are provided below in Hazard Evaluation and Analysis.

To address hazards resulting from system extensions or modifications, operational and other changes, safety analysis included in design and procurement contracts will provide for:

- Identification of potential/existing hazards;
- Assessment of the severity and probability of occurrence/reoccurrence of each potential hazard;
- Timely awareness of hazards for those who must resolve them;
- Ability to track and control hazards through all phases of a project's life cycle; and
- Formal Safety and Security Certification, where applicable.

#### 5.0.2.2 Methods of Identification

Hazards at IndyGo may be identified by any or all the following methods; however, this list is intended to illustrate typical activities and is not intended to be all-inclusive.

**Table F: Typical Hazard Identification Activities and Schedule**

Activities	Schedule
<b>Conduct informal observations, inspections, and analyses.</b>	Daily
<b>Conduct formal analysis prepared and submitted by contractors</b>	As required by the contract
<b>Conduct design reviews as part of the design process</b>	As required by the contract
<b>Field inspections and observations during project construction and testing</b>	Daily during the project duration
<b>Field observations and inspections of regular and special operations</b>	Daily
<b>Review call center logs, operations records, and event summary reports</b>	Daily
<b>Review maintenance activities, reports, and records.</b>	Daily
<b>Rules compliance activities</b>	Daily
<b>Review and investigate employee and passenger observations and complaints</b>	Daily
<b>Perform safety trend analysis.</b>	Daily
<b>Perform investigations of hazards, adverse events, near misses, and safety reports.</b>	As required
<b>Formal inspections and audits</b>	Per the inspection and audit cycle
<b>Review external agency reports and recommendations.</b>	As required
<b>Participate in and conduct peer reviews of other transit properties</b>	As required

### 5.0.3 Hazard Investigation, Evaluation/Classification, and Analysis

#### 5.0.3.1 Hazard Investigation

##### IndyGo Safety Reportable Hazards

Hazards that are not resolved at the operating, maintenance, or other front-line department level are appropriately reported to and investigated by the affected Operations or Maintenance Department with support from the Safety Department. Investigation findings are documented and provided to the Director of Risk and Safety, who will provide support for the department and monitor corrective actions through full resolution.

#### 5.0.3.2 IndyGo Causal Factors (Root Cause) Review Process

Indianapolis Public Transportation Corporation (IPTC), IndyGo, has established a structured, facilitated team process to identify the root causes of an event that resulted in an undesired outcome and to develop corrective actions.

RCA looks backward in time. RCA is a reactive process taking place after harm has been done. RCA is the most favored procedure for obtaining permanent solutions to recurring problems, not just equipment failures in any project or situation.

#### **DEFINITIONS:**

Swiss cheese model- Demonstrates an organization's defenses against failure, which are modeled as a series of barriers, represented as slices of cheese. The holes in the slices represent weaknesses in individual parts of the system and continually vary in size and position across the slices.

Serious Safety Event- A serious safety event (SSE) is a variation from expected practice followed by death, severe permanent harm, moderate permanent harm, or significant temporary harm.

Near Miss Reporting- Reporting a near miss can ensure that future incidents and injuries are avoided. A near miss, also known as a close call or near hit, is defined as an unplanned event that did not result in injury, illness, or damage – but had the potential to do so.

The Sologic Root Cause Analysis Method:

Step 1: Gather and Manage Data/Evidence: All RCAs are driven by evidence.

Step 2: Create the Problem Statement: The Problem Statement documents.

Step 3: Establish a timeline from the normal situation up to the time the problem occurred.

Step 4: Analyze Cause and Effect.

Step 5: Generate Solutions.

Step 6: Produce the Final Report.

1. Selection of events to be investigated and to gather preliminary information.
  - 1.1 Events that may be investigated using the RCA process can be identified from many sources (e.g., incident reports, near-miss reporting, Risk and Safety referrals, Other Department referrals, and Employee referrals).
  - 1.2 Involve leadership in prioritization and the decision to proceed with an RCA.
  - 1.3 Start with a problem and not the solution.
  - 1.4 Don't define the problem as a need for something.
  - 1.5 If the event represents a liability concern or questionable behavior by an employee, the leadership team can initiate a performance review to start simultaneously with, but separate from, the RCA process.
2. Select the event to be investigated and gather preliminary information.
  - 2.1 Designate a facilitator for the Performance Improvement Process (PIP) team.
  - 2.2 Create a charter that will help guide the team in managing the scope of the project and making changes that are ultimately linked to the root causes identified in the RCA process.
  - 2.3 Select team Members for their ability to discuss and review what happened during the event in an objective and unbiased manner.
  - 2.4 Keep the number of management or supervisory-level individuals on the team to a minimum.
  - 2.5 Make it clear that the RCA is confidential.
3. Describe what happened.
  - 3.1 At the first meeting, a timeline of the event under review is created.
  - 3.2 The preliminary information gathered is shared with the team.
  - 3.3 If the people not directly involved with the event are part of the team, then their comments about what happened are shared with the team.
  - 3.4 All this information is used to create a timeline for the event.
  - 3.5 The timeline of the event should describe just the facts, and not what caused the facts to happen.
  - 3.6 The team can use a flipchart or sticky notes to draw a preliminary timeline.
    - 3.6.1 Before moving ahead, the team needs to agree on the established timeline.
    - 3.6.2 The facilitator will ask the team:
      - 3.6.2.1 Does the timeline adequately tell the "story" of the incident?
      - 3.6.2.2 Does each step in the timeline derive directly from the step it precedes?
      - 3.6.2.3 Is each step in the timeline pertinent to the incident under investigation?
  - 3.7 Resist the temptation to skip right to "identifying the root causes."
    - 3.7.1 This may lead to the team entering the "quick fix" realm, which does not address underlying system gaps or contributing factors and will fail to prevent similar events in the future.
4. Identifying the contributing factors.

- 4.1 This involves the team looking at each step of the timeline and asking, “What was going on at this point that increased the likelihood the event would occur?”
- 4.2 Consider what is happening at each step in the timeline to ensure the team does not overlook some important factors.
- 4.3 Brainstorm to identify contributing factors.
- 4.4 Consider what procedure “workarounds” might have occurred.
- 4.5 When identifying contributing factors, be careful to avoid “hindsight bias.”
5. Identify the Root Causes
  - 5.1 Root causes are underlying faulty processes or system issues that lead to the harmful event. Often, there are several root causes of an event.
  - 5.2 Contributing factors are not root causes.
  - 5.3 The team needs to examine the contributing factors to find the root cause.
  - 5.4 This can be done by digging deeper and asking “why.”
  - 5.5 The team can utilize the “five whys” technique.
    - 5.5.1 The 5 Whys serve to avoid assumptions. By finding detailed responses to incremental questions, answers become clearer and more concise each time. Ideally, the last WHY will lead to a failure, one which can then be fixed.
  - 5.6 The team must determine if they have truly identified the root cause, versus a contributing factor.
  - 5.7 The team should not make judgments about whether an individual did the right thing. Judgment on performance will be made by the Manager.
6. Design and implement changes to eliminate root causes.
  - 6.1 The team evaluates each root cause to determine how best to reduce or prevent it from triggering another harmful event.
  - 6.2 The key is to choose actions that address each root cause.
  - 6.3 At least one corrective action should be developed to reduce or eliminate each root cause.
  - 6.4 When developing corrective actions, consider questions such as:
    - 6.4.1 What safeguards are needed to prevent this root cause from happening again?
    - 6.4.2 What contributing factors might trigger this root cause to recur? How can we prevent this from happening?
    - 6.4.3 How could we change the way we do things to make sure that this root cause never happens?
    - 6.4.4 If an event like this happened again, how could we quickly catch and correct the problem?
  - 6.5 The team leader should encourage team members to come up with as many intermediate and strong actions as possible. It is helpful to involve supervisory and management staff in action-planning discussions.
  - 6.6 If a particular action cannot be accomplished due to current constraints, the team should look for other ways of changing the process to prevent similar events from occurring.

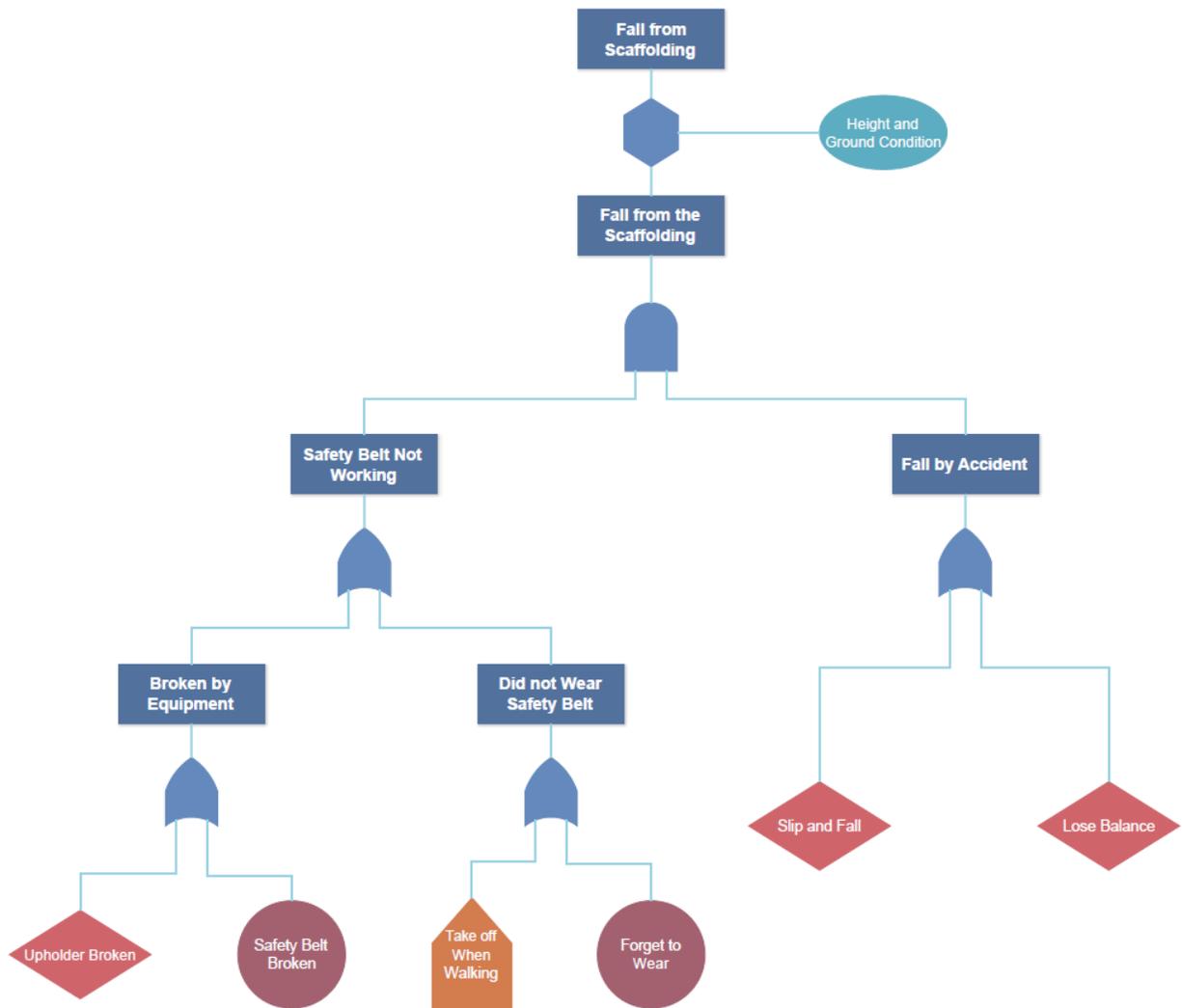
7. Measure the success of changes.

7.1 What team measures should answer 3 questions:

- 7.1.1 Did the recommended corrective actions get done?
- 7.1.2 Are people complying with the recommended changes?
- 7.1.3 Have the changes made a difference?

7.2 Evaluating the success of the PIP usually occurs after the team has been disbanded, and it will become the responsibility of the person designated to monitor the corrective action/s.

**8 RCA Process Example:**



## Chapter 6- Safety Risk Assessment

### 6.0 Hazard Evaluation and Analysis

IndyGo defines hazard severity categories as a qualitative measure of the worst credible hazard resulting from a personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem, or component failure or malfunction, as indicated in the following table:

**Table G Hazard Severity Table**

Severity Definitions				
Category	Technical Definitional	Human Cost	Property Cost	Other Impacts
<b>Catastrophic</b>	Could result in death, permanent disability, or complete system loss could result from an incident caused by a hazard.	Death and permanent disability of multiple persons	The loss will exceed \$1M	Irreversible environmental damage
<b>Critical</b>	This could result in multiple severe injuries, disability, or major system loss that will result from incidents caused by hazards.	Hospitalization of 3 or more people; single fatality.	Loss between \$500K and \$1M	System interruption is greater than 24 hours.
<b>Serious</b>	Conditions are such that injuries to 2 or more people and/or severe damage to the system and components may occur.	Immediate medical care away from the scene for two or more persons.	Loss between \$100K and \$500K	System interruption is less than 24 hours.
<b>Minor</b>	Conditions are such that injury may result to a person – minor system damage. Minor injury or damage.	Immediate medical care (EMS) away from the scene for 1 person or no medical attention	Loss between \$10K and \$100K	Minor system interruption. No system interruption; “Near Miss” category

IndyGo derives qualitative hazard probability from research, analysis, and evaluation of safety data from the operating experience of IndyGo and/or other similar transit authorities. The qualitative hazard probability ranking for IndyGo is as follows:

**Table H Hazard Probability Table**

<b>Table 4 – Hazard Probability Levels</b>			
<b>Frequency of Occurrence</b>	<b>Description</b>	<b>Quantitative</b>	<b>Fleet/System</b>
<b>Frequent</b>	<b>Likely to occur frequently</b>	<b>1 time out of 10 or more for 12 months</b>	<b>Continuously experienced</b>
<b>Probable</b>	<b>Will occur several times</b>	<b>1 time out of 100 for 12 months</b>	<b>Occurs frequently</b>
<b>Occasional</b>	<b>It is likely to occur sometime</b>	<b>1 time out of 1000 for 12 months</b>	<b>Will occur several times in multiple locations</b>
<b>Remote</b>	<b>Possible to occur</b>	<b>1 time out of 100,000 for 12 months</b>	<b>Could occur once or twice</b>
<b>Improbable</b>	<b>Unlikely but possible to occur</b>	<b>1 time out of 1,000,000 in 12 months</b>	<b>Very unlikely but could occur once within the lifetime of a fleet or system.</b>
<b>Eliminated</b>	<b>So unlikely, we assume the occurrence may not be experienced.</b>	<b>Will not occur</b>	<b>This category applies to hazards that have been eliminated by design.</b>

IndyGo’s objective of hazard identification and analysis is to assess the likelihood or probability and the severity of the potential consequences of hazardous conditions and enter them into the hazard resolution process before those conditions or associated actions cause or contribute to an accident. Although IndyGo can’t identify every hazard, there are two basic time-tested methods IndyGo uses for the orderly identification of hazards: inductive and deductive.

The inductive hazard identification method consists of an analysis of system components to identify their respective failure modes and the effects they will have on the total system, while also taking current mitigations into account. This method assumes the failure of single elements or events and, through analysis, determines the potential consequential effects on the system or subsystem.

Techniques commonly used for inductive hazard identification include:

- Preliminary Hazard Analysis (PHA)
- Sub-System Hazard Analysis (SSHA)
- Operating Hazard Analysis (OHA)

IndyGo uses inductive hazard identification at the onset of new capital projects to ensure that potential, but not yet realized, hazards are addressed.

The deductive hazard identification method involves defining an undesired effect or event (e.g., collision or fire) and then deducing the possible conditions or system component faults (or combinations thereof) that are necessary to cause the undesired effect or event. The technique most used for deductive hazard identification is Root Cause Analysis.

Conversely, accident analysis is an example of deductive identification of hazards that have been physically realized. IndyGo deduces from the accident and the circumstances of the accident how the mitigation of hazards could take place.

The hazard experience of other transit authorities, Paratransit, and Bus is a source of input to aid IndyGo in both the inductive and deductive processes. All hazards are gathered through the Executive Leadership Team.

### 6.1 Hazard Control and Eliminations

FTA defines risk as:

- **Risk** -- *the composite of predicted severity and likelihood of the potential effect of a hazard*

IndyGo, therefore, expresses risk as to the *possible loss over a specific period or several operational cycles, often indicated in terms of hazard severity and probability.*

Before implementation of any corrective action, IndyGo has established a hazard severity category (1 through 4) and a probability ranking (A through E), which are combined to form a numerical value called a Risk Index, reflecting both severity and probability of occurrence for each identified hazard. IndyGo assigns a Risk Index to a hazard before implementation of any corrective action. The range of possible Risk Indices is shown in the following matrix.

**Table I Hazard Risk Index**

Frequency of Occurrence	Hazard Categories			
	Catastrophic (1)	Critical (2)	Serious (3)	Minor (4)
Frequent (A)	High	High	Serious	Medium
Probable (B)	High	High	Serious	Medium
Occasional (C)	High	Serious	Medium	Low
Remote (D)	Serious	Medium	Medium	Low
Improbable (E)	Medium	Medium	Medium	Low
Eliminated (F)	Eliminated			

*6.1.1 IndyGo strategies to minimize exposure to infectious disease.*

IndyGo, like other Transit Agencies, must address strategies to minimize exposure to infectious diseases, and Transit Agencies should consider identifying mitigations or strategies related to exposure to infectious diseases through PTASP’s safety risk management process.

IndyGo will review CDC Guidelines as published and update the IndyGo Emergency Response Plan and the IndyGo Pandemic Plan. IndyGo will share all updates with employees.

*6.1.2 Hazard Assessment*

IndyGo applies risk assessment criteria to the identified hazards based on their estimated severity and probability of occurrence to determine acceptance of the risk or the need for corrective action to further reduce the risk. The risk assessment and acceptance criteria assist IndyGo management in understanding the amount of risk involved by accepting the hazard relative to the costs (schedule, dollars, operations, etc.) to reduce the hazard to an acceptable level.

Hazard Risk Index		Hazard Risk Decision Characteristics
<b>1A, 1B, 1C, 2A, 2B</b>		Unacceptable Immediate short-term mitigation and risk control plans are required
<b>1D, 2C, 3A, 3B</b>		High Requires Executive Leadership Team and Director of Risk and Safety review and concurrence from the President and CEO of IndyGo.
<b>1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B</b>		Medium Acceptable with Review, Requires Executive Leadership Team and Director of Risk and Safety review.
<b>4C, 4D, 4E</b>		Low Acceptable without further review

1. **Unacceptable Risk (High)** – Requires the Executive Leadership Team and Director of Risk and Safety review and concurrence from the President and CEO of IndyGo. An immediate short-term mitigation and risk control plan is required.
2. **High Risk (Serious)** – Requires the Executive Leadership Team and Director of Risk and Safety review and concurrence from the President and CEO of IndyGo. Short-term mitigation is generally required; Risk must be reduced and tracked.
3. **Medium Risk**– Acceptable with Review. Long-term mitigation plans may be developed, where feasible, to reduce or eliminate risk. Requires the Executive Leadership Team and the Director of Risk and Safety review.

4. **Low Risk**– Acceptable without further review; no additional control or mitigation required.

IndyGo acts to eliminate identified hazards or to reduce the associated risk. By the acceptance criteria above, IndyGo eliminates “unacceptable” hazards or reduces their associated risk to an acceptable level. If this is impossible or impractical, alternatives are recommended to the appropriate IndyGo management decision-makers.

After assessing the severity and probability of a hazard, and where reasonably feasible, the key departments, the Executive Leadership Team, and the Risk and Safety Department, make a standard analysis. A determination is made regarding acceptance of the hazard risk or taking corrective action. Hazard risk assessment issues of significant operational impact or those where there is a lack of consensus are submitted to the CEO for resolution. The CEO accepts, modifies, or rejects the Executive Leadership Team's recommendations. If modified or rejected, the Executive Leadership Team is called into session for further review and recommendation. Upon final approval of the hazard risk by the CEO, Executive Leadership Team, or Director of Risk and Safety (as identified in the table above), the resolution is placed into the hands of the responsible department(s) for implementation.

#### *6.1.3 Safety Risk Mitigation*

IndyGo can reduce safety risks by reducing the likelihood and/or the severity of the consequences of hazards. The order of precedence for satisfying system safety requirements and resolving (eliminating or controlling) hazards at IndyGo is as follows:

- **Design for Minimum Risk.** The primary safety effort during the design phase of a project will be an attempt to eliminate hazards through design selections (e.g., fail-safe, redundancy).
- **Incorporate Safety Devices.** Hazards that cannot be eliminated or controlled through design selection are controlled to an acceptable level using fixed, automatic, or other protective safety design features or devices, including PPE.
- **Provide Warning Devices.** Where it is not possible to preclude the existence or occurrence of a hazard through design selection or use of safety devices, warning devices will be installed for the timely detection of the hazard condition and the generation of an adequate warning signal.
- **Develop Special Procedures, Equipment, and Training.** Where it is not possible to eliminate or reduce the magnitude of an existing or potential hazard through design selection, or the use of safety and warning devices, special procedures, including the use of personal protective equipment, will be developed (IndyGo or its contractors, as required) to control the hazard. All applicable personnel are trained in the procedures and equipment by IndyGo Standard Operating Procedures.

#### *6.1.4 Procurement/Contractor Requirements*

IndyGo procurements of safety-critical systems, processes, or products require that responding contractors/suppliers utilize a methodology for hazard management by this list in order of precedence. Specifications include the requirement for all contractors/suppliers who provide systems, subsystems,

or equipment that affect safe vehicle movement or passenger/employee safety to adhere to this Safety Plan. The contractor/supplier’s Safety Plan and supporting documentation must be approved by the IndyGo department responsible for the contract in coordination with the Executive Leadership Team. The IndyGo-approved contractor program plans must, at a minimum, define objectives, tasks, procedures, schedules, and data submittal for the safety activities that will be performed by the contractor/supplier.

### 6.1.5 Hazard Tracking

IndyGo has established a Hazard Tracking Log, which reflects the consolidation of information in the hazard management process. The Hazard Tracking Log contains all hazards meeting the unacceptable or undesirable thresholds. The Hazard Tracking Log includes the following required information:

- **Hazard ID Number** – refers to the number assigned to the hazard by IndyGo.
- **Hazard Description** – refers to a brief narrative summary of the hazard – what it is; where it is located; what elements it comprises; the element of IndyGo’s operation affected by the hazard (i.e., facilities, vehicles, track, signal, personnel training, and procedures, etc.).
- **Date Identified** – refers to the date the hazard was identified at IndyGo.
- **Hazard Source** – indicates the mechanism used to identify the hazard, i.e., operator report, near miss, accident investigation, results of internal safety or security review/audit, rules compliance or training program; maintenance failure, facility, equipment, or vehicle inspection, trend analysis, formal hazard analysis, etc.
- **Hazard Risk Index** – refers to the hazard severity and hazard frequency (or risk index) ratings initially assigned to the hazard by IndyGo.
- **Hazard Resolution**– refers to the actions recommended by IndyGo to address the hazard and bring it to a level of risk acceptable to management.
- **Status** – refers to the status of the recommendations. Status may be designed as pending, open, in progress, or closed.

**Table J Sample Hazard Tracking Log**

Safety Risk Register Group												
<input type="checkbox"/> Bus Operations <input type="checkbox"/> Transit Center <input type="checkbox"/> Paratransit Operations <input type="checkbox"/> Fleet Services <input type="checkbox"/> Administration <input type="checkbox"/> Bus Maintenance												
No of Records : 2												
Risk Group	Hazard	Hazard Type	Hazard Source	Identification Date	Identification Source	Analysis Date	Worst Possible Outcome	Starting Safety Index	Current Safety Index	Severity of Consequences	Likelihood of Consequences	
Bus Operations	test 2	Natural Hazard	test 2	30-Mar-2023	Safety Assessment	31-Mar-2023	test	3C	3C	Occasional	Serious	
Bus Operations	Test	Organizational Hazard	Test	22-Mar-2023	Accident Investigation	23-Mar-2023	Test	3E	3E	Improbable	Serious	

### 6.1.6 Hazard Management Documentation

All departments are responsible for appropriately documenting the following information on hazards in their respective areas, including:

- How the hazard was recognized and reported
- A description of the hazard and the immediate corrective action(s) taken.

- The Initial Risk Assessment is based on the probability and severity of the hazard if nothing were done and uses the risk assessment matrix in IndyGo’s Hazard Management Procedure.
- Results of the investigation, including the circumstances, events, and probable cause(s) leading up to the hazard.
- Additional corrective action that was or will be done to reduce the probability and/or severity of the hazard (including schedule and responsibility).
- The Final Risk Assessment is based on the likelihood of the hazard to occur and its likely severity when the proposed correction action/resolution is in place.

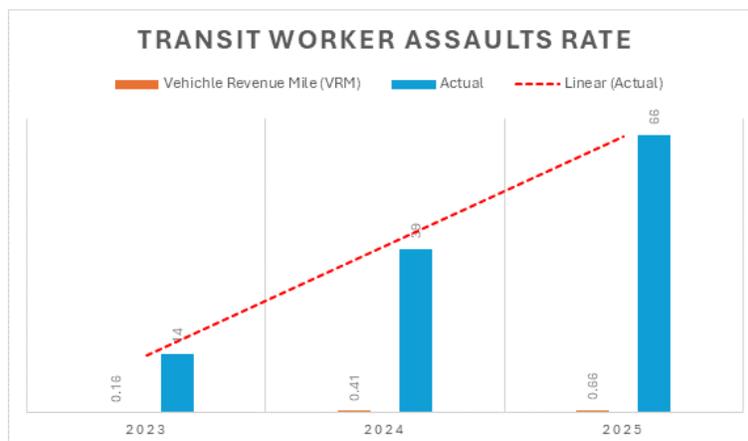
Each Department must submit this documentation at least monthly to the Director of Risk and Safety to review and monitor each department’s compliance with SRM activities. The Director of Risk and Safety will ensure that any deficiencies or failures in this area are immediately documented and transmitted to the departments for corrective action.

### 6.1.7 Mitigation of Assaults on Transit Workers

Bipartisan Infrastructure Law changes to 49 U.S.C § 5329(d) - the mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators when a risk analysis performed by the safety committee of the recipient established under paragraph (5) determines that such barriers or other measures would reduce assaults on transit workers and injuries to transit workers.

IndyGo has utilized internal data of reported assaults, coach operator feedback, and mitigation strategies, and implemented a protective driver barrier to assist in protecting coach operators when in revenue service. When the protective driver barrier is utilized, it has assisted in driving down the number of assaults on transit workers.

**Operator Assaults:** The Federal Transit Administration (FTA) defined key elements that comprise a Safety Management System (SMS) approach to preventing and mitigating transit worker assaults. Identify and examine the root causes and risk levels of assault to properly understand the scope of the problem and potential mitigation strategies.



## 6.2 Corrective Action Plans

### 6.2.1 Corrective Action Plan Procedures

By the MPO requirements, IndyGo is required to develop corrective action plans for various deficiencies and hazards identified through the on-site safety and security review process, accident or hazard investigations, and internal safety or security reviews.

Either the MPO or IndyGo may identify the need for corrective actions. If the MPO identifies a need for corrective action, it will notify IndyGo in writing.

#### 6.2.1.1 Causes for Initiation of Corrective Action Plans

FTA Triennial Audits of Special Investigations/Studies – Includes FTA General Directives, Safety Advisories, and bulletins covering IndyGo.

IndyGo Accident or Special Investigations – Includes accident investigations, complaint investigations, hazard trend analysis, etc.

Internal Audits

NTSB Investigations

#### 6.2.1.2 Corrective Action Plan Required Components

The corrective action plan must be completed in the approved format submission sheet and Excel table of the MPO. Categories that are required to be included<sup>4</sup>:

- Date CAP Generated;
- MPO CAP Unique Identifier;
- Source;
- Description of Incident;
- Risk Assessment Code
- CAP Description;
- Anticipated Completion Date;
- Date CAP Accepted by MPO;
- Responsible Party;
- CAP Status;
- Verification Date;
- Verification Method
- Post Implementation Risk Assessment Code; and
- Quarterly Updates.

The corrective action plan is forwarded to the MPO within thirty (30) days of identification of the need for a CAP for approval by the appropriate MPO procedure. The MPO will notify IndyGo in writing of its

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<sup>4</sup> See Chapter 9 – Corrective Action Plan Process of the MPO Program Standard

acceptance or rejection by the appropriate procedure within an agreed-upon timeframe, or if a timeframe is not specified, within **15 calendar days** after receipt of the plan.

If the MPO rejects the corrective action plan, IndyGo has **15 calendar days** to address noted deficiencies in the plan and submit a revised plan to the MPO. The MPO, at its discretion, may arrange for a meeting with IndyGo to discuss the noted deficiencies.

#### 6.2.1.3 Corrective Action Plan Schedule and Format

The MPO shall maintain a CAP Monitoring Log that identifies all CAPs approved by the MPO and proposed by IndyGo and their respective status. IndyGo shall submit a progress report by updating its portions of the tracking database and submitting it to the MPO every quarter. The report will include CAP activities during the period from the identification of the CAP through and including full implementation.

#### 6.2.1.4 Immediate or Emergency CAPs

By the MPO Program Standard and 49 CFR Part 674.37(a), an exception to the MPO pre-approval may be made for immediate or emergency corrective actions. In such circumstances, IndyGo must notify the MPO in writing by 5:00 PM on the business day following its decision to take corrective action. The MPO will review the information submitted by IndyGo and communicate its approval or request further information in writing within five (5) business days of receiving the initial notification.

## Part 3 Safety Assurance

### Safety Performance Monitoring and Measurement

As described in Chapter 7, IndyGo has established activities to:

- Monitor the system for compliance with, and sufficiency of, the agency’s procedures for operations and maintenance;
- Monitor IndyGo operations to identify hazards not identified through the Safety Risk Management process (per 49 CFR Part 673.25);
- Monitor IndyGo operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- Investigate safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs.

Safety Assurance Process	If yes, then....
<b>Procedures, Monitoring, and Measurement</b>	
Inadequate compliance?	Address non-compliance
Insufficient?	Evaluate hazards through SRM.
<b>Safety Risk Mitigation, Monitoring, and Measurement</b>	
Ineffective?	Evaluate hazards through SRM.
Inappropriate?	Identify new mitigations under SRM.
Not Implemented?	Address non-compliance
<b>Safety Event Investigations</b>	
Causal factors identified?	Evaluate hazards through SRM.
Information Collected?	Use to monitor and measure through other SA processes.
<b>Internal Reporting Programs: Monitoring and Measurement</b>	
Safety concerns identified?	Evaluate hazards through SRM.
Information collected?	Use to monitor and measure through other SA processes.

### Management of Change

IndyGo has established a process for identifying and assessing changes that may introduce new hazards or impact IndyGo’s safety performance, which is described in Chapter 8. If IndyGo determines that a change may impact its safety performance, then IndyGo will evaluate the proposed change through its Safety Risk Management process.

### Continuous Improvement

IndyGo has established a process to assess its safety performance. If IndyGo identifies any deficiencies as part of its safety performance assessment, then IndyGo will develop and carry out, under the direction of the CEO, a plan to address the identified safety deficiencies. The continuous improvement process is further described in Chapter 9.

## Chapter 7- Safety Performance Monitoring and Measurement

### 7.0 Performance and Monitoring Activities

This chapter describes IndyGo-specific performance measures, transit asset management and state of good repair, and other performance measuring and monitoring activities, including Rules Compliance/Procedures Review.

### 7.1 IndyGo Specific Performance Measures

The following are some of the Safety Performance measures that have been established by IndyGo to be aligned with the SMA PTASP Risk Reduction Plan requirements:

#### *IndyGo Risk Reduction Plan Key Performance Measures 2025*

Measure	Definition	Risk Reduction Goal
<b>Major Events</b>	This includes all major safety and security events as defined by the NTD.	Reduce NTD Major Events. = 5% decrease from the prior year, <170
<b>Major Event Rate</b>	This includes all major safety and security events as defined by the NTD, divided by VRM.	NTD Major Events = 5% decrease from the prior year, <1.80
<b>Collision Rate</b>	This includes all collisions reported to NTD, divided by VRM.	Reduce NTD Safety Events. 5% decrease from the prior year, <0.88
<b>Pedestrian Collision Rate</b>	This includes all collisions “with a person,” as defined by the NTD, divided by VRM.	Target is ZERO Pedestrian Collisions with an IndyGo Vehicle. 5% decrease from the prior year, <0.03.
<b>Vehicular Collision Rate</b>	This includes all collisions “with a motor vehicle,” as defined by the NTD, divided by VRM.	Reduce Vehicular Collision Rate. 5% decrease from the prior year, <5.34
<b>Fatalities</b>	This includes all fatalities as defined by the NTD	Zero vehicle and employee fatalities
<b>Fatality Rate</b>	This includes all fatalities as defined by the NTD, divided by VRM.	Zero vehicle and employee fatalities
<b>Transit Worker Fatality Rate</b>	This includes all transit worker fatalities as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.	Zero vehicle and employee fatalities



<b>Injuries</b>	This includes all injuries as defined by the NTD.	Reduce NTD Injuries to workers and passengers. = 5% decrease from the prior year, <83
<b>Injury Rate</b>	This includes all injuries as defined by NTD, divided by VRM.	Reduce NTD Injuries to workers and passengers. 5% decrease from the prior year, <0.88
<b>Transit Worker Injury Rate</b>	This includes all transit worker injuries as defined by the NTD, including the categories "Transit Employee/Contractor," "Transit Vehicle Operator," and "Other Transit Staff," divided by VRM.	Reduce reported Operator Injuries from reported accidents. 5% decrease from the prior year, <1.33.
<b>Assaults on Transit Workers</b>	This includes all assaults on transit workers as defined by NTD.	Target is ZERO Operator assaults.
<b>Rate of Assaults on Transit Workers</b>	This includes all assaults on transit workers as defined by NTD, divided by VRM.	Target is ZERO Operator assaults. 5% decrease from the prior year, <0.41.
<b>Preventable Accidents</b>	This includes all preventable accidents for all modes, per the National Safety Council (NSC) definition of a preventable accident.	Reduce Preventable Accidents. 5% decrease from the prior year, <294
<b>Preventable Accidents Rate</b>	This includes all preventable accidents for all modes, per the National Safety Council (NSC) definition of a preventable accident, per VRM.	Reduce the Preventable Accidents Rate. 5% decrease from the prior year, <3.11

\*VRM - Vehicle revenue miles are calculated per 100,000 miles.

*Risk and Safety 2025 Risk Reduction Plan KPIs*

<b>Risk Reduction KPI</b>	<b>2025 Actual</b>	<b>2025 per VRM</b>	<b>2024</b>	<b>2024 per VRM</b>	<b>Trend</b>
Preventable Accidents	336	3.37	309	3.27	↑
Assaults on Transit Workers	66	0.66	39	0.41	↑
Transit Worker Injuries	7	0.07	6	0.06	↑
Injuries (NTD SS50)	23	0.23	28	0.30	↓
Transit Worker Fatalities	0	0.00	1	0.01	↓



Risk Reduction KPI	2025 Actual	2025 per VRM	2024	2024 per VRM	Trend
Fatalities	0	0.00	0	0.00	↔
Vehicular Collisions	61	0.61	73	0.77	↓
Pedestrian Collisions	5	0.05	3	0.03	↑
Collisions (NTD SS40)	63	0.63	76	0.81	↓
Major Events	63	0.63	70	0.74	↓

2025 Goal 5% reduction in all KPI's

*IndyGo Risk Reduction Plan*

Indianapolis Public Transportation Corporation (IPTC), IndyGo, established a procedure per the FTA National Public Transportation Safety Plan, and the updates from the Bipartisan Infrastructure Law to include in their Agency Safety Plan a safety risk reduction program for transit operations.

The Bipartisan Infrastructure Law requires Section 5307 recipients that serve an urbanized area with a population of 200,000 or more to include in their Agency Safety Plan a safety risk reduction program for transit operations. These safety risk reduction programs aim to improve safety performance by reducing the number and rates of accidents, injuries, and assaults on transit workers based on data submitted to the National Transit Database, including:

- A reduction of vehicular and pedestrian accidents involving buses includes measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments.
- The mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators, when a risk analysis performed by the recipient's Safety Committee determines that such barriers or other measures would reduce assaults on transit workers and injuries to transit workers.

The National Safety Plan (NSP) identifies fourteen (14) mandatory performance measures required for PTASP safety risk reduction programs:

- Major Events, Major Event Rate, Collision Rate, Pedestrian Collision Rate, Vehicular Collision Rate, Fatalities, Fatality Rate, Transit Worker Fatality Rate, Injuries, Injury Rate, Transit Worker Injury Rate, Assaults on Transit Workers, Rate of Assaults on Transit Workers, and System Reliability.
- IndyGo established two additional measures to review:
  - Bus Rapid Transit (BRT) System Updates/Capitol Projects
  - Security Events.
- Under the new Bipartisan Infrastructure Law requirements, the Safety Committee must establish these targets using a 3-year rolling average of the data the agency submits to the National Transit Database (NTD).

Required Safety Risk Reduction Program Measure		Description
1	Major Events	This includes all safety and security major events as defined by the NTD.
2	Major Event Rate	This includes all safety and security major events as defined by the NTD, divided by VRM.
3	Collision Rate	This includes all collisions reported to the NTD, divided by VRM.
4	Pedestrian Collision Rate	This includes all collisions “with a person,” as defined by the NTD, divided by VRM.
5	Vehicular Collision Rate	This includes all collisions “with a motor vehicle,” as defined by the NTD, divided by VRM.
6	Fatalities	This includes all fatalities as defined by the NTD
7	Fatality Rate	This includes all fatalities as defined by the NTD, divided by VRM.
8	Transit Worker Fatality Rate	This includes all transit worker fatalities as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.
9	Injuries	This includes all injuries as defined by the NTD.
10	Injury Rate	This includes all injuries as defined by the NTD, divided by VRM.
11	Transit Worker Injury Rate	This includes all transit worker injuries as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.
12	Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD.
13	Rate of Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD, divided by VRM.
14	System Reliability	This includes Major Mechanical System failures as defined by the NTD.

- *VRM= Vehicle Revenue Mile*

The Bipartisan Infrastructure Law establishes a safety set-aside requirement for all Section 5307 recipients that serve a large, urbanized area. These transit agencies must allocate not less than 0.75 percent of Section 5307 funds to eligible safety-related projects.

- As required under the Bipartisan Infrastructure Law, if an agency fails to meet a safety performance target under the safety risk reduction program, it must allocate its safety set aside in the following fiscal year to eligible projects that are reasonably likely to assist the agency in meeting the target.

- Please note that transit agencies will not be required to redirect the safety set aside if they miss risk reduction safety performance targets until FTA publishes an update to the PTASP final rule implementing this statutory requirement.

When identifying safety risk mitigations for the safety risk reduction program related to vehicular and pedestrian safety events involving transit vehicles, including addressing a missed safety performance target set by the Safety Committee for the safety risk reduction program, the transit agency and its Safety Committee consider mitigations to reduce visibility impairments for transit vehicle operators that contribute to accidents, including retrofits to vehicles in revenue service and specifications for future procurements that reduce visibility impairments. (§§ 673.11(a)(7)(i) and 673.25(d)(3)).

When identifying safety risk mitigations for the safety risk reduction program related to assaults on transit workers, including addressing a missed safety performance target set by the Safety Committee for the safety risk reduction program, the transit agency and Safety Committee consider the deployment of assault mitigation infrastructure and technology on transit vehicles and in transit facilities, including barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators. (§§ 673.11(a)(7)(ii) and 673.25(d)(4)).

The Safety Committee identifies and recommends, based on a safety risk assessment as a part of the safety risk reduction program, including mitigations relating to vehicular and pedestrian safety events involving transit vehicles or assaults on transit workers. (§§ 673.11(a)(7)(iv) and 673.25(d)(5)).

### 2026 Risk Reduction Plan Goals

In compliance with federal Safety Performance Target (SPT) development, the agency calculates a three-year rolling average for each required safety performance measure across all modes—Fixed Route Bus, Rapid Bus, and Paratransit/DR. This method uses the most recent three years of NTD reported data (2023–2025), averaging each mode’s annual totals and rates to produce a stable baseline for trend monitoring and SPT setting.

Measure	Definition	Risk Reduction Goal
<b>Major Events</b>	This includes all major safety and security events as defined by the NTD.	Reduce NTD Major Events by 3% of the 3-Year Rolling Target Calculation (61) = <59
<b>Major Event Rate</b>	This includes all major safety and security events as defined by the NTD, divided by VRM.	Reduce NTD Major Event Rate by 3% of the 3-Year Rolling Target Calculation (0.64) = <0.62
<b>Collision Rate</b>	This includes all collisions reported to NTD, divided by VRM.	Reduce NTD Collision Rate by 3% of 2025 (0.63) = <0.61
<b>Pedestrian Collision Rate</b>	This includes all collisions “with a person,” as defined by the NTD, divided by VRM.	Zero collisions



<b>Vehicular Collision Rate</b>	This includes all collisions “with a motor vehicle,” as defined by the NTD, divided by VRM.	Reduce NTD Vehicular Collision Rate by 3% of 2025 (0.61) = <0.59
<b>Fatalities</b>	This includes all fatalities as defined by the NTD	Zero fatalities
<b>Fatality Rate</b>	This includes all fatalities as defined by the NTD, divided by VRM.	Zero fatalities
<b>Transit Worker Fatality Rate</b>	This includes all transit worker fatalities as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.	Zero fatalities
<b>Injuries</b>	This includes all injuries as defined by the NTD.	Reduce NTD Injuries by <23 from 2025
<b>Injury Rate</b>	This includes all injuries as defined by NTD, divided by VRM.	Reduce NTD Injury Rate by <0.23 from 2025
<b>Transit Worker Injury Rate</b>	This includes all transit worker injuries as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.	Reduce NTD Transit Worker Injury Rate by <0.07 from 2025
<b>Assaults on Transit Workers</b>	This includes all assaults on transit workers as defined by NTD.	Zero assaults
<b>Rate of Assaults on Transit Workers</b>	This includes all assaults on transit workers as defined by NTD, divided by VRM.	Reduce NTD Transit Worker Assault Rate by 5% of the 3-Year Rolling Target Calculation (0.41) = <0.39



<b>Preventable Accidents</b>	This includes all preventable accidents for all modes, per the National Safety Council (NSC) definition of a preventable accident.	Reduce Preventable Accidents by 5% <319 from 2025
<b>Preventable Accidents Rate</b>	This includes all preventable accidents for all modes, per the National Safety Council (NSC) definition of a preventable accident, per VRM.	Reduce Preventable Accident Rate by 5% <3.17 from 2025

*Safety Performance Target Coordination:*

IndyGo will transmit to the MPO the Safety Performance as outlined below.

Targets Transmitted to the State Authority and Planning Organization	State Authority and Planning Organization	Date Targets Transmitted By
	Indiana Department of Transportation (INDOT)	March 1st
Indianapolis Metropolitan Planning Organization	March 1st	

By March 1st of each year, IndyGo coordinates with INDOT and the MPO to the maximum extent practicable, with INDOT and the MPO in the selection of IndyGo safety performance targets.

**7.2 Transit Asset Management/State of Good Repair**

IndyGo also addresses the requirements of 49 CFR Parts 625 and 630, Transit Asset Management (TAM), and State of Good Repair (SGR), through the IndyGo *Transit Asset Management Plan*, which includes TAM and SGR performance measures.

**7.3 Operating and Maintenance Rules and Procedures**

Operational rules and procedures are contained in the Standard Operating Procedures (SOPs), Rule Book, and Operations Manuals. Facilities rules and procedures are contained in the Facilities Maintenance Plan and manufacturers’ manuals. These publications cover all rules and procedures that are necessary to operate a safe and efficient bus and paratransit. The IndyGo Employee Manual, Drug & Alcohol Policy, and rule books cover most of the safety rules for IndyGo.

All rules compliance findings of non-compliance are evaluated by the Director of Risk and Safety, and where appropriate, are managed through IndyGo’s hazard management process in compliance with Part II (Safety Risk Management) of this Safety Plan.

## 7.4 Rules Compliance

### 7.4.1 Operations Personnel

Daily inspections of operators are required before pull-out. Road Supervisors enforce rules and procedures in the field by observing, correcting, and documenting safety-related behaviors and activities of operators and system elements. Daily and weekly operational checks are made in the field that include, but are not limited to:

- Speed checks;
- Observation checks for time and load;
- General observations of vehicles, signals, and systems for deficiencies;
- Railroad safety compliance checks;
- Follow up on customer complaints; and
- Performance of ride checks to ensure operator rules compliance during revenue operation.

Periodic spot checks are made because of an accident, request, and/or at random. The Risk and Safety Department may conduct random checks that include, but are not limited to:

- General vehicle operation;
- Attention to duty;
- Signal compliance; and
- Door operation.

### 7.4.2 Maintenance Personnel

Vehicle Maintenance Supervisors enforce rules and procedures by observing and monitoring employee performance in fixed route buses and paratransit. Rules and procedures monitored and observed for compliance include, but are not limited to:

- General safety;
- Proper use of tools, equipment, and machinery;
- Proper use of personal protective equipment.
- Right-of-way safety;
- Fire safety;
- Material handling and storage; and
- Quality Assurance inspections and audits of procedures, including rule compliance.

Preventive maintenance activities are continuously monitored by maintenance managers and supervisors. Inspection tasks are periodically updated to reflect fleet needs and enhance operational efficiency and safety.

Maintenance Supervisors also conduct follow-up activities after audits to ensure employee compliance with maintenance rules.

### 7.4.3 Supervisory Personnel

#### 7.4.3.1 Operations Supervisors

It is the responsibility of the Deputy Chief Transportation Officer to periodically monitor supervisor procedures and rules compliance, inspection practices, and documentation to verify whether operations supervisory personnel are appropriately and accurately enforcing compliance with the requirements and maintaining proper documentation. IndyGo requires annual evaluations of every supervisor, and the status of these evaluations is kept on file at their respective facilities.

#### 7.4.3.2 Maintenance Supervisors

It is the responsibility of the Senior Director of Facilities and Maintenance to periodically monitor maintenance supervisory personnel rules and procedures compliance, and documentation to verify whether all maintenance supervisory personnel are enforcing compliance with requirements and maintaining proper documentation. A quality assurance program has been set up as a monitoring tool to ensure that the maintenance supervisor is complying with the rules and regulations of the company. Maintenance supervisors who have access to operating vehicles are also required to receive evaluations under IndyGo's policies. Findings from these actions are incorporated into the hazard analysis that is compiled monthly at the Executive Leadership Team meeting.

#### 7.4.3.3 Maintenance Quality Assurance Program

- **Readiness and Cleanliness Quality Audits** -- will be performed by the in-charge person on a minimum of 20% of revenue service vehicles each day. Vehicles that have been processed by the service crew and are designated as ready for revenue service will be identified for audit by the In-Charge person.
- If the auditor finds a vehicle unacceptable due to a lack of cleanliness or emergency equipment deficiencies, the In-Charge will provide the information to the supervisor, and corrective action will be taken immediately. All completed audit forms will be sent to the Deputy COO daily for review.
- **PMI (Preventive Maintenance Inspections) Quality Audits** -- will be performed by the In-Charge person. Whenever possible, these audits should be performed while the PMI procedure is in progress. A PMI Quality Audit will be performed on at least 20% (3 audits per month) of the total PMIs performed at a location per month. Any defects and/or deficiencies will be noted on the PMI Quality Audit Form and scheduled for repair. If any safety defects are identified, the vehicle(s) will be immediately removed from service until repaired.

## 7.5 Facilities and Equipment Inspections

Formal facility inspections of all IndyGo facilities and grounds are conducted by IndyGo Maintenance/Safety/Facilities quarterly using a facility checklist. The purpose of the inspections is to identify any unsafe or unhealthy conditions that may exist and that may require maintenance or modification. Each facility is also visually inspected for compliance with OSHA and local fire codes.

Any guests to IndyGo's administration facility must check in through a secure process requiring check-in and validation of visit purpose. Employees are trained in procedures for visitors in the workplace, and facility access is limited through security systems.

### *Frequency*

The Safety and Security Committee conducts its safety inspections monthly. Mechanics and Facilities Maintenance employees look for potential hazards with equipment whenever they are using that equipment. The vehicle hoists, chain pulls, and cranes in the vehicle maintenance shop are inspected annually by contractors. Preventive maintenance of equipment and facilities is performed according to the manufacturer's recommended practice. Hazards are also identified by analyzing work accident trends through Hazard Report Forms submitted by employees. Forms are used by employees to report safety concerns and to make safety recommendations.

When deficiencies are noted during monthly inspections, they are documented and reported to the director of the department in which the safety hazard is located. When safety hazards are noted by non-scheduled observation, they must be reported by the observer to a supervisor or the Director of Risk and Safety. Hazard Report Forms are routed to the department, the Director of Risk and Safety, or the director best equipped to evaluate the concern and, when necessary, propose a resolution.

The primary purpose of facility inspections and hazard reporting is to identify conditions that could lead to accidents and losses. Given this, all departments and employees must be involved in the Facility Inspection and the Hazard Identification and Resolution processes. Hazard resolution is related to the severity of the hazard and the probability and severity of a negative consequence of the hazard.

Corrective action for a confirmed hazard that has been identified by any established process is the responsibility of the director of the department area in which the hazard exists or the Director of Risk and Safety. This includes arranging for the services of other IndyGo departments or outside parties, as necessary, to eliminate or control the hazard.

Hazards that have been identified, proposed resolutions, and corrective actions are recorded in hard copy by the Safety and Security Committee and maintained by the Director of Risk and Safety.

All front-line personnel are responsible for monitoring safety and security as part of their respective positions. If a hazard is identified through observation or interaction with customers or the public, it is reported to the immediate supervisor as well as following IndyGo's hazard reporting process.

#### *7.5.1 IndyGo Inspections*

The Risk and Safety Department inspects the IndyGo operating and maintenance facilities on an annual basis to ensure the safety of employees and guests and to ensure compliance with applicable safety regulations.

The Risk and Safety Department participates with the Maintenance Department to identify and document compliance with local, state, and federal regulations regarding environmental pollution issues related to air, water, and soil contamination, and aids in controlling hazards. A safety inspection of each facility is completed annually and includes a review of the following:

- Reporting findings and recommendations resulting from safety tests and inspections to the appropriate;
- IndyGo management;
- Performing follow-up inspections to determine compliance with findings and recommendations;
- Evaluating the effectiveness of safety tests and inspections;
- Portable fire extinguishers;
- Fire detection and alarm systems;
- Fire suppression systems;
- Building construction and maintenance;
- Building facilities: i.e., heating, ventilation, air conditioning, electrical, etc.;
- Means of egress and security (access controls);
- General housekeeping and storage practices; and
- Occupants' awareness of emergency procedures.

All inspections are documented. Inspection reports include the following:

- Date of inspection;
- Name of the facility;
- Listing of items observed;
- Description of observed deficiencies;
- Lists of applicable codes and regulations;
- Suggestions to improve the safety of the facilities; and
- Name of the inspector.

The inspection team ensures that personal protective equipment (PPE) is always available, eyewashes and fire extinguishers are operational, and general facility defects are noted and corrected. Any serious deficiencies, i.e., life-threatening, are corrected immediately. If a serious deficiency cannot be corrected immediately, it is given priority for corrective action, and preventive measures are taken to mitigate the hazard by the procedures outlined in this Safety Plan. If a corrective action for a serious deficiency is delayed, the Director of Risk and Safety or the Executive Safety & Security Committee may impose temporary measures to protect life and property. Examples of such measures include shutdowns, evacuations, notifications, or signage advising present conditions. Inspections are conducted to ensure compliance with local, state, and federal environmental regulations. Where inspections bring to light deficiencies in systems or equipment, employees follow the hazard management procedures outlined in the Safety Plan. Conformance with these procedures provides timely resolution of possible hazards along with proper reporting of deficiencies within components of the system.

An inspection report that identifies safety and health defects found during the inspection is issued to the Maintenance Department. This Department is responsible for correcting any hazards related to facilities and the equipment therein and provides a schedule listing when the corrections will be completed.

A follow-up inspection and reports are made approximately 45 days after the initial inspection. Facility inspections and audits are tracked by the Maintenance Department. The procedures for the annual safety inspection, including the “Facility Inspection Checklist,” are outlined in this Safety Plan.

### *7.5.2 Fire Detection & Suppression Equipment Inspections*

The Risk and Safety Department and the Security Department are responsible for the inspection and maintenance of fire protection equipment at IndyGo and other IndyGo facilities. Generally, IndyGo adheres to NFPA 25 and uses the following guidelines:

- Portable fire extinguishers are inspected monthly by IndyGo and serviced annually by a contractor.
- Sprinkler systems (drains and water flow alarms) are tested monthly by zone rotation so that all systems are checked at least quarterly.
- Fire pump tests are done annually by a qualified contractor.
- Deluge and dry pipe sprinkler systems are trip-tested annually by a qualified contractor;
- Fire hydrants are flow-tested annually at facilities and stations.
- Hydrostatic tests are done every five years on dry pipe systems. A system that has been modified or repaired is hydrostatically tested before it is returned to service; and
- Reduced-pressure backflow prevention devices that serve as a fire protection system are tested and tagged by a certified plumber annually.

Risk, Safety, and Security maintains copies of the fire equipment inspection reports, and copies are provided to the Facilities Department and local fire authorities as requested.

### *7.6 Maintenance Cycles*

The IndyGo Maintenance Department inspects, and services buses used in revenue service each day. The buses are fueled and washed, all fluids are checked, tires and lugs are checked, and the vehicle is inspected for any leaks or unusual noises. The Cleaners clean the bus interiors each day. When a defect is noted, it is reported to the Lead Mechanic or Supervisor on shift so that evaluation and, if necessary, a repair can be conducted.

**Mileage-Based Maintenance Inspections.** All buses receive preventive maintenance inspections (PMI) at designated mileage intervals. Mileages are determined by vehicle and subcomponent manufacturers and real-world experience. Oil sampling is performed periodically for both engines and transmissions. A description of the schedule and type of inspection and service performed for each bus series is included in the IndyGo Maintenance Plan.

**Maintenance Inspections of Contracted Providers.** IndyGo contracts for the operation and maintenance of paratransit services. The contractor must ensure that all passenger vehicles and associated equipment are maintained in proper working conditions. The contractor is required to implement a maintenance and safety program that includes a preventive maintenance schedule that complies with FTA requirements for preventive maintenance for vehicles. Further, contractors are required to maintain comprehensive maintenance records on each vehicle and send the information.

## 7.7 Safety Data Acquisition

When deficiencies are noted during monthly inspections, they are documented and reported to the director of the department in which the safety hazard is located. When safety hazards are noted by non-scheduled observation, they must be reported by the observer to a supervisor or the Director of Risk and Safety. Hazard Report Forms are routed to the department, the Director of Risk and Safety, or the director best equipped to evaluate the concern and, when necessary, propose a resolution.

### 7.7.1 Safety Data Acquisition and Analysis

IndyGo understands that implementing and maintaining a robust SMS requires acquiring safety-related data from various sources and analyzing and distributing that data to adequately control hazards, ensure continuous improvement, inform IndyGo management and staff of safety-related system status, ensure the appropriation of sufficient resources to address system hazards, and identify appropriate mitigations for newly emerging or latent hazards as well as meet external reporting requirements. Trend analysis is performed on safety data as a means of identifying hazards, effective or ineffective mitigations, and contributing factors of adverse events.

### 7.7.2 Data Acquisition

Safety data is collected, documented, and analyzed from numerous sources by all departments. Sources include but are not limited to:

- Accident Reports
- External Agency Reports and Publications
- City Official Concerns
- Claims Reports
- Daily Operations Reports
- Maintenance Reports
- Employee Concerns
- Employee Occupational Injury Reports
- FTA Bulletins and Safety Advisories
- Homeland Security Alerts
- Hot Spot Maps
- Insurance Inspection Reports
- Internal Audit Reports
- MPO/FTA Reviews
- Passenger Concerns/Customer Complaints
- Inspections, Assessments, and Observations
- Safety Meetings
- Special Occurrence Reports
- Public Safety Reports, concerns, and investigations
- Social Media Posts

Safety data collection also involves obtaining technical information, data, and reports for use in the systems development of program elements. Sources for such data include, but are not limited to:

- American National Standards Institute (ANSI)
- American Public Transportation Association (APTA)
- American Society for Testing and Materials (ASTM)
- Department of Homeland Security (DHS)
- Environmental Protection Agency (EPA)
- Federal Transit Administration (FTA)
- State Safety Oversight Program (SSO)
- Safety Data Sheets (SDS)
- National Fire Protection Association (NFPA)
- National Transportation Institute (NTI)
- Occupational Safety and Health Administration (OSHA)
- Transportation Security Administration (TSA)

Other data and information sources include building codes, professional society guidelines, and information technology and cybersecurity standards organizations.

### 7.8 Data Analysis and Access

Used as part of the hazard management process, data collection and analysis are used to identify hazards before they cause accidents by such techniques as trend analysis.

IndyGo’s departments under the direction of Key SMS Personnel are to collect and track their safety-related data to identify causal factors and undesirable trends, including those related to hazards. The investigation may include interviews, testing, and analysis of related documentation. Identified hazards are tracked, and findings requiring corrective action are submitted to the Risk and Safety Department and the other IndyGo department(s) for review, assessment, concurrence, and discussion of further appropriate mitigations. The Risk and Safety Department reviews all safety data analysis, verifies compliance with SMS and this Safety Plan, and provides expert advice to IndyGo Management on trends through the Executive Leadership Team.

#### 7.9.1 Data Access

To ensure that all departments can properly fulfill their respective responsibilities for collecting, analyzing, and distributing hazard-related data, IndyGo departments collect, analyze, and report on requisite data as indicated in Table K.

**Table K Data Access Table**

Minimum Required Data	Provider
Traffic and passenger accident/event reports	Risk and Safety
Accident records, employee injury forms, and related accident data	Risk and Safety/Worker’s Comp
Operator training programs and records	Training
Maintenance training programs and records	Training
Accident/event investigation reports, complaints, and hazards	Risk and Safety

Medical Services information	Clinic
Safety records of individual division employees related to accidents and rule violations	Operations/Risk and Safety
Records of inspections, maintenance work, accident-related activities, and emergency responses	Maintenance
Modifications to equipment and facilities	Facilities
System-wide policies and procedures, operating orders, and general notices	All Departments & Functions
Complete and current personnel files	Human Resources
Contractor's safety-related programs and procedures	Capital Assets and Facility Management
List of hazardous materials and equipment	Risk and Safety/Maintenance/Operations
Employee Concerns	All Departments & Functions

### 7.9 Internal Safety Audit Process

All departments are required to assess their compliance with SMS through the authority and oversight of the Key SMS Personnel in each department. The Internal Audit Department (IAD) will provide both support to the programs in the development of compliance documentation and assessment checklists, and direct oversight of the program using its safety audit program under the direction of the CEO.

The internal audit program will encompass all SMS requirements as laid out in this Safety Plan, and in the departmental documentation detailing how the SMS program is implemented within each department/functional area.

### 7.10 Safety Audit Objectives

The Internal Safety Audit Process is a proactive approach to verify that IndyGo SMS is robust, has been properly implemented, all foreseeable hazards have been identified and properly mitigated, and continuous improvement has been achieved. Additionally, compliance with this Safety Plan is assessed through the audit process. Specifically, the Internal Safety and Security Audit Process is implemented to:

- To assess the effectiveness of safety and security programs;
- To identify process deficiencies;
- To identify hazards in the operational system and verify that current mitigations are effective;
- To identify weaknesses in system safety and system security programs;
- To verify that corrective actions are being closed efficiently and to evaluate their effectiveness;
- To recommend system safety and system security improvements;
- To provide management with an assessment of the system safety and system security program; and

- To ensure continuing evaluation of safety and security-related programs, issues, awareness, and reporting.

#### *7.10.1 Safety Audit Process*

The FTA requires IndyGo to develop and document a process for the performance of ongoing internal safety and security audits to assess the implementation of IndyGo’s Safety Plan, Security Plan, and Emergency Preparedness Plan. A documented procedure is in place to ensure the program is performed to meet all internal and external requirements.

The internal safety and security audit process must, at a minimum:

- Describe a process used by IndyGo to determine if all identified elements of its Safety Plan and security & emergency response plans (ERP & SSP) are performing as intended;
- Determine if areas of Safety Plan, ERP, or SSP non-compliance and hazards are being identified promptly;
- Ensure that all elements of the Safety Plan, ERP, and SSP are reviewed in an ongoing manner and over a three-year cycle; and
- Ensure the unit in charge of a review is not the unit that oversees implementing the element being reviewed.

The internal safety and security audit program is a two-step process at IndyGo:

1. Each department/functional area, including Risk and Safety, is required to perform internal controls via an **annual** assessment of its compliance with the Safety Plan, its implementation of SMS within its department for Performing Internal Safety and Security Audits, and Safety Management Systems (SMS) Internal Controls.
2. The Director of Risk and Safety ensure the performance of a full assessment of each department/functional area over three years using the IAD to verify the effectiveness of the departmental internal controls as well as assessing each area’s SMS implementation and compliance.

The schedule for the audit program is found in this Safety Plan, which is provided to the MPO. The MPO will notify IAD of its intention to participate in audits if it chooses.

IAD will develop checklists and review documentation for internal control audits and provide the checklists to the MPO 30 days before each audit. IAD is responsible for reviewing the checklists, verifying their accuracy, thoroughness, and scope, and notifying the department of the results of the review.

#### *7.10.2 Audit Reporting*

All audits are fully documented and reported. Upon completion of each internal audit, the affected department must include a properly prepared corrective action plan within 30 days of each finding for MPO review and approval.

In cooperation with IAD, the Director of Risk and Safety issues a monthly report of the status of system-wide findings and corrective actions required for compliance and distributes the report to the CEO, the Executive Leadership Team, and all affected department heads.

Each department head/manager is responsible for carrying out the approved recommendations and action plans resulting from an internal safety or security audit, as determined by the Director of Risk and Safety. Any manager who foresees or encounters a problem concerning compliance with implementation within the established time frame informs the Director of Risk and Safety, who then manages the process to address and resolve all implementation issues.

Open corrective actions will be tracked in the meeting minutes from the Executive Leadership Team.

#### *7.10.3 Annual Audit Report*

By March 1 of each year, the IAD prepares for the MPO an annual report documenting all internal audit activities from the preceding calendar year and the status of findings and corrective actions associated with audits conducted.

In addition, this report will become part of an annual report documenting the status of SMS compliance of IndyGo with its Safety Plan, Security Emergency Response Plan, and overall SMS program submitted under the signature of the CEO to the MPO, the Board, and FTA.

#### *7.10.4 Corrective Actions*

By this Safety Plan, all Corrective Actions will be appropriately reported to the MPO per IndyGo's procedures.

### **7.11 Compliance with Local, State, and Federal Requirements**

All IndyGo employees are required to comply with all applicable federal, state, and local statutory requirements. This includes licensing, motor vehicle and street operations statutes, and labor law. This section describes in more detail some of the specific requirements that directly affect hazard management at IndyGo.

### **7.12 Employee Occupational Safety and Health**

Departments are responsible for developing, documenting, and monitoring compliance with all industrial safety and health requirements applicable at IndyGo. The Department of Risk and Safety provides support to the departments through the provision of occupational safety and health training directly to employees and provides expertise to assist departments in achieving compliance. Areas of compliance include, but are not limited to:

- Hearing conservation and personal protective equipment requirements.
- Methods for identifying and evaluating workplace hazards (Job Hazard Analysis);
- Procedures for investigating occupational injuries and illnesses and correcting unsafe or unhealthy conditions promptly;
- Communication methods such as safety meetings, posted notices, suggesting programs, and labor/ management safety and health committees;
- Safety recognition programs; and

- Documentation of compliance with program training and inspection requirements.

### 7.13 Contractor Safety

As part of its Safety and Security Certification Program, IndyGo includes requirements for contractors and vendors to provide documentation of plans and programs compliant with IndyGo's Safety Plan & SMS program to prevent accidents, protect employees and the public, and avoid damage to public and private properties during construction. Contractor plans must, at a minimum, address their accident prevention program, education/incentive program, substance abuse program, and safety implementation program, as well as accident investigation, reporting, and record-keeping for the contractors.

For most projects, the Construction Manager (CM) has primary responsibility for enforcing the contractor safety management program for major capital projects. The function of the CM is to establish awareness that project safety is of utmost importance. The contractor is responsible for the prevention of accidents and damage to adjacent public and private properties, as well as the education and training of its employees, the implementation of its safety program, and the substance abuse prevention program. IndyGo provides inspections, assessments, oversight, safety, and security verification activities.

All affected departments, including Risk and Safety, will work with the Director of Procurement to ensure that, as appropriate, contractors and suppliers meet IndyGo's safety requirements in the contracts, terms, and conditions before commencing work. This includes review and approval of contractor safety plans and programs, monitoring the safety performance of the contractor's/supplier's staff (e.g., wearing appropriate safety equipment, adhering to facility speed limits), and informing the Project Manager whenever deviations from established procedures occur or are needed. The Project Manager will coordinate the contractor's/supplier's safety activity with the support of the Director of Risk and Safety and the Procurement Department. An IndyGo safety representative participates in all new construction/modification committees formed and conducts joint inspections and safety meetings with contractors as available.

### 7.14 Drug and Alcohol Program

IndyGo is dedicated to providing safe, dependable, and economical transportation services to its patrons. IndyGo employees are a valuable resource, and it is our corporation's goal to provide a safe, healthy, and satisfying working environment, free of the potential dangers posed by an employee's use of prohibited drugs or misuse of alcohol.

This policy complies with 49 CFR Part 655, as amended, and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated but reflect Indianapolis Public Transportation Corporation's policy. These additional provisions are identified by **bold text**.

All safety-sensitive employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

The full policy is available on request.

**All Indianapolis Public Transportation Corporation employees are subject to the provisions of the Drug-Free Workplace Act of 1988.**

*The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Designated Employer Representative (DER) no later than five days after such conviction.*

*Covered Employees*

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling the movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul, and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

*Prohibited Behavior*

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- Marijuana
- Cocaine
- Phencyclidine (PCP)
- Opioids
- Amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions stated in part 655.33 (a)

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

#### *Consequences of Violations*

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional (SAP).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

#### *Zero Tolerance*

Per Indianapolis Public Transportation Corporation policy, any covered employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) **and terminated from employment**.

### 7.15 Accident and Incident Notification, Investigation, and Reporting

Response levels are divided into three separate levels for an appropriate response. Depending on the situation, incidents can change, and staff should be prepared to ramp up or down when information becomes available. The Transportation Supervisors are required to categorize the incident and then report it to the dispatcher. All responses require, at a minimum, a Transportation Supervisor response. All incidents must be categorized, and the dispatcher must record the disposition of each. Each level calls for a set of notifications, which includes the IndyGo paging system.

#### *Purpose*

To establish a standardized process for timely and accurate communication of accidents and incidents involving IndyGo transit buses, in compliance with FTA regulations and best practices for public transportation safety.

#### *Scope*

This SOP applies to all IndyGo personnel involved in Operations, Risk and Safety, Public Affairs, Security, and Emergency Response.

## Definitions

**Accidents:** Any unplanned event involving a motor vehicle (including a public transportation bus) that results in property damage, injury, or death, and occurs on a public roadway or in a location accessible to the public.

- Collision with another vehicle, pedestrian, cyclist, or fixed object
- Passenger accidents (e.g., falling inside the bus due to sudden stops)
- Loss of control or mechanical failure leading to injury or damage
- Environmental factors (e.g., weather-related crashes)

**Occurrence:** An event with no injuries, no service disruption, or safety concerns.

**HSAS:** Homeland Security Advisory System

## Severity Levels and Notification Protocols

### Level 1 – Minor

Examples:

- Minor traffic collision (e.g., mirror scrape, contact with a fixed object).
- Verbal altercations without escalation.
- Employee Injury -no transport from the scene. (e.g., fall, equipment failure, on any IndyGo property).
- Power outages are not affecting service.
- Fire alarm with no smoke/flames.
  - If the fire alarm goes off, IFD will be contacted, and they will respond. Move this to a Level 2 accident page.
- Passengers fell with no injury.

Action:

- The dispatcher sends out the accident report and notifies a supervisor of the information. The supervisor will also do an accident report.
- Supervisor logs the event and notifies Risk & Safety via internal email.
- No external notification required unless escalated to the next level.

### Level 2 – Moderate

Examples:

- A collision requires towing of any vehicle.
- Passenger or employee transported for medical care by an ambulance.
- Any pedestrian or bicycle accident/incident involving vehicles driven by IndyGo employees
- Non-physical assault on a transit worker, with or without police involvement.

- Any situation resulting in the arrest of an employee or passenger by law enforcement.
- Brandishing a weapon involving a transit worker, passenger, or contractor, even if law enforcement is not involved.
- Employee Injury – with transport from the scene. (e.g., fall, equipment failure, on any IndyGo property).
- A passenger was brought back into the garage as a breach of security event.
- Fire alarm with smoke/flames and fire department response.

Action:

- Dispatchers would take the call, send appropriate assistance, and send out an accident report.
- The supervisor would go to the location to perform an initial investigation and fill out an accident report.
- At this level, drug and alcohol testing of the Operator is completed per the FTA Authority and IPTC’s Drug and Alcohol Policy unless the driver can be completely discounted as a contributing factor.
- Incident logged

### Level 3 – Severe

Examples:

- Fatality, serious bodily injury, or life-threatening injury.
- Media presence at the scene.
- Physical assault on a transit worker.
- Employee Injury - life-threatening injury, with immediate transport from the scene. (e.g., fall, equipment failure, on any IndyGo property).
- Any incident involving a Law Enforcement Officer or armed security officer resulting in any weapon being used to subdue any IndyGo employee, passenger, or contractor.
  - Weapons could include, but aren’t limited to, firearms, tasers, knives, and pepper spray.
- Fire Event with or on any IndyGo property. (FLAMES)
- Evacuation or rescue operations.
- Terrorist threat or HSAS Red level.
- Catastrophic equipment failure (e.g., bus fire with flames and immediate evacuation)

Action:

- Dispatch activates the Everbridge Alert System.
  - If Everbridge is unavailable, follow the manual Call Tree (see Table 2).
    - Notify the appropriate group within Everbridge.
  - Begin internal investigation per FTA guidelines.
  - Risk and Safety – Will notify FTA within 2 hours via TOC email or phone.

## Investigation Requirements

All Level 2 and Level 3 events must be investigated.

- Investigations must identify causal and contributing factors.
- Reports must include corrective actions and be retained per agency policy.

## Communication Channels

- Primary: Everbridge Alert System
- Backup: Manual Call Tree (Table 2)
- Documentation: Email to paging group with time and contact details

## Table 2 – Manual Call Tree for Level 3 Events

(Updated contact list retained from original SOP; ensure numbers are current and reviewed quarterly.)

## Weekend Protocol

On-call Transportation Manager (Friday–Sunday) must be contacted by the Radio Room Supervisor for all Level 3 events.

### 7.15.1 Accident Reporting

Indianapolis Public Transportation Corporation (IPTC), IndyGo, established a process to operate vehicles in a safe manner that complies with all safety rules, defensive driving principles, and traffic laws for IndyGo employees. It also provides procedures for proper reporting, documentation, and classification of all vehicular accidents.

The potential for an accident to become a substantial liability to IndyGo requires that all employees be aware of and follow the vehicular accident procedures outlined in this policy. The full SOP is available on request.

#### **1. On Scene Procedures:**

1.1 All accidents MUST be reported to the Radio Room immediately, and before moving the vehicle. You must not leave the scene of an accident without specific permission from dispatch, supervisor, or investigating police officer (unless it is determined to be a life-threatening situation) immediately following an accident, or in the event of a fire or potential fire:

- 1.1.1 Turn off the engine.
- 1.1.2 Activate the 4-way flashers.
- 1.1.3 In the event of a fire, evacuate the coach immediately.
- 1.1.4 Check for damage and injuries.
- 1.1.5 Contact radio room:

- 1.1.5.1 Briefly describe the accident
- 1.1.5.2 bus location
- 1.1.5.3 What type of assistance is needed?
- 1.1.6 Set up reflective triangles if necessary.
- 1.1.7 Begin securing the names, addresses, and phone numbers of all parties involved, including your passengers, by distributing courtesy cards.
- 1.1.8 Fill out an IndyGo Accident Report.
  - 1.1.8.1 The operator must do this on the same day as the accident and submitted it at the end of the shift.
- 1.1.9 At no time should you admit liability for an accident.
  - 1.1.9.1 If the other party involved insists on claiming the scene, refer them to the road supervisor for further information.
- 1.1.10 Remember to always remain calm and reassure passengers.

## **2. VEHICULAR ACCIDENT**

- 2.1 Without exception, all accidents are to be reported and reviewed regardless of fault, amount of damage, or injury. Accidents are placed into one of four categories:
  - 2.1.1 Traffic Accidents
  - 2.1.2 Fixed Object Accidents
  - 2.1.3 Pedestrian Accidents
  - 2.1.4 Passenger Accidents

## **3. ACCIDENT REPORTING**

- 3.1 All employees involved in an IndyGo vehicle accident or incident, whether Operator or Non-operator, must notify the on-duty dispatcher or supervisor immediately.
- 3.2 No employee will leave the scene of an accident involving property damage or bodily injury until so instructed by the investigating supervisor or unless necessary to make proper phone notification.
- 3.3 A supervisor or on-duty dispatcher must immediately notify Risk Management of any vehicular accident or incident resulting in property damage or bodily injury.
- 3.4 Completed accident reports by the employee must be submitted to the supervisor or service center before the end of the work shift, unless medically prohibited.

- 3.5 Completed accident reports by employees and supervisors must be submitted to IndyGo Risk Management by the end of the shift. This includes Saturdays, Sundays, and Holidays.
- 3.6 Risk Management will make necessary notifications to the Insurance Carrier.
- 3.7 Major incidents must be reported immediately by phone or e-mail so that insurance investigation and processing can begin without delay.
- 3.8 Failure to follow these procedures or attempt to conceal or misrepresent the facts of an accident or incident will result in disciplinary action up to and including termination of employment.

#### **4. ACCIDENT EVALUATION**

- 4.1 All accidents shall be evaluated based on the information provided by the employee on the accident report form, police reports, witness reports, supervisor reports, and any other pertinent information available.
- 4.2 This information will provide the basis for the classification of an accident by the National Safety Council guidelines for accident classification.
- 4.3 All accidents will be classified as either preventable or non-preventable.
- 4.4 It is the Corporation's policy to identify safety issues that an employee may have on an individual basis and to work with that employee to improve their accident record. This is accomplished through training, mentoring, coaching, check rides, and progressive discipline, when necessary, as determined by IPTC management. Standards are point-based and measured on an eighteen (18) month rolling window.
  - 4.4.1 All preventable accidents are considered one (1) point, except
    - 4.4.1.1 Mirror strikes resulted in damage only to the IndyGo mirror, with no other damage to the vehicle, passengers, or other property. Accidents at this level shall be ½ point.
    - 4.4.1.2 Serious Accidents as determined by Management/Risk. Accidents at this level may be issued multiple points and be subject to termination as stated under Serious Accidents.
  - 4.4.2 All preventable accidents require retraining.
  - 4.4.3 Disciplinary standards for preventable accidents are based on reaching or exceeding the following thresholds:
    - 4.4.3.1 1 preventable point: Written warning
    - 4.4.3.2 2 preventable points: One (1) day suspension

4.4.3.3 3 preventable points: Five (5) day suspension and final warning

4.5 4 preventable points: Termination and an appeal of the classification are available. IndyGo must be notified in writing of the desire to appeal within ten (10) working days after the notice of the decision is given to the employee.

4.6 In cases where special circumstances exist, a written appeal can be made to the President/CEO of IndyGo relative to the classification assigned.

## **5. ACCIDENT CLASSIFICATION**

5.1 Preventable: An accident in which the employee should have enough control of the situation so that he or she could have taken defensive action to prevent the occurrence.

5.2 Non-preventable: An accident in which the employee has insufficient control of the situation and defensive action could not keep the accident from occurring (e.g., an auto rear-ending the bus while the bus is legally stopped) and a four-way, amber, or proper signal device is on.

## **6. SUMMARY OF RESPONSIBILITIES**

6.1 Employee Responsibilities:

6.1.1 Operators and non-operators must immediately notify the on-duty dispatcher or supervisor of any IndyGo vehicle accident or incident.

6.1.2 Operators with onboard passengers will distribute witness cards to be completed and returned for documentation.

6.1.3 No employee will leave the scene of an accident involving property damage or personal injury until so instructed by the investigating supervisor, Law Enforcement, or Emergency Response personnel, or unless necessary to make proper phone notification.

6.1.4 Employees must submit an accident report and any witness statements before the end of the shift unless medically prohibited.

6.1.5 The employee will cooperate fully with his/her supervisor and Risk Management in the investigation of the cause of the accident or incident.

6.1.6 The employee will remain ready and submit to any post-accident drug and alcohol testing when required by FTA regulation.

6.1.7 If an employee witnesses a pedestrian fall outside the bus, an accident report must be filed out and marked as a witness in the accident report.

6.1.8 If an employee is injured on the bus or any IndyGo property in the course of their assigned duties, an Operator Accident Report and Employee Injury Report

Form will need to be completed. The Supervisor will be notified to complete a report as well.

## **7. Other Considerations**

- 13.1 An accident will not be rated preventable without the investigation of a supervisor being conducted, and a report being filed.
- 13.2 The investigation may include an on-site visit to the accident scene, depending on reported circumstances.
- 13.3 When a vehicle accident occurs off IndyGo property, employees must immediately report the accident to the IndyGo Radio Room.
- 13.4 Accidents occurring on IndyGo property must be reported to an on-duty supervisor immediately.
- 13.5 The vehicle(s) should not be moved unless the direction is given.
- 13.6 A serious accident determined to be caused by the negligence of an IndyGo employee may be reviewed independently. Should just cause be established, disciplinary action up to and including termination may be imposed.

## **8. Distracted Driving and Equipment Operation Prevention and Discipline**

- 14.1 An Executive Order, signed by the President of the United States, on October 1, 2009, requires award recipients and contractors of the Federal Government to adopt and enforce policies that prohibit the use of portable electronic devices while driving federally or institutionally owned vehicles. This does not pertain to our IndyGo portable handheld radios.
- 14.2 IndyGo is committed to providing a customer-focused, safe, and reliable service to the citizens and visitors of our service area.
- 14.3 IndyGo has adopted a practice of applying strict liability regarding the wearing and/or use of electronic/computer devices that allow receipt of personal calls, texts, timekeeping, recording, playback, and other actions that distract from the safe operation of corporation vehicles. This prohibition includes talking, texting, listening to, or looking at a cell phone, smartwatch, Bluetooth, or other electronic/computer devices.
- 14.4 Cell phone and other electronic/computer device use are only permitted when the vehicle is not in "operation" status. A vehicle is considered in "operation" status unless it is in a parked position with its flashers on (if applicable) and the operator is out of the operator's seat. IndyGo employees may call the Service Center, their dispatcher, or police from their seats, provided that the vehicle is safely stopped.

14.5 In emergencies, family members can contact either the employee's Supervisor or the Service Center. The employee can then be contacted via radio and/or by their supervisor.

14.5.1 This provision includes but is not limited to all IndyGo vehicles, forklifts, lawnmowers, or any piece of equipment requiring the full attention of the person operating it.

14.6 Violations of this Policy may be subject to progressive discipline up to and including immediate termination, absent extraordinary circumstances.

9. The corporation lawyers shall represent operators summoned to appear at the police department, the attorney's office, or in court relating to an accident if the accident occurred within the scope of their employment.

15.1 Operators are prohibited from making any public statements regarding an accident.

15.2 Operators should cooperate fully with the proper authorities at the scene of an accident but refer all other inquiries to the road supervisor.

15.3 Failure to report an accident or any attempt to conceal or misrepresent the facts of an accident will be cause for dismissal.

***Work Rule Additions and/or Changes: IndyGo Management reserves the right to make changes, additions, or deletions to these Work Rules, as necessary. Employees will be given specific written notice of any such changes.***

#### *7.15.2 Accident Investigation(s)*

Indianapolis Public Transportation Corporation (IPTC), IndyGo, established a process to operate vehicles in a safe manner that complies with all safety rules, defensive driving principles, and traffic laws for IndyGo employees. It also provides procedures for proper reporting, documentation, and classification of all vehicular accidents. The full SOP is available on request.

#### **Definitions:**

- **Accident** - an unfortunate incident that happens unexpectedly and unintentionally, typically resulting in damage or injury.
- **Incident**- an event or occurrence. A minor collision or non-collision accident
- **Preventable**- An accident in which the driver failed to take every reasonable precaution to prevent the accident.
- **Non-preventable**- Any occurrence involving an accident/incident in which everything that could have been reasonably done to prevent it was done, and the accident/incident still occurred.

#### **On Scene Procedures**

- All accidents **MUST** be reported to the Radio Room immediately, and before moving the vehicle. You must not leave the scene of an accident without specific permission from dispatch,

supervisor, or investigating police officer (unless it is determined to be a life-threatening situation) immediately following an accident, or in the event of a fire or potential fire:

- Turn off the engine.
- Activate the 4-way flashers.
- In the event of a fire, evacuate the coach immediately.
- Check for damage and injuries.
- Contact radio room:
  - Briefly describe the accident
  - bus location
  - What type of assistance is needed?
- Set up reflective triangles if necessary.
- Begin securing the names, addresses, and phone numbers of all parties involved, including your passengers, by distributing courtesy cards.
- Fill out an IndyGo Accident Report.
  - The operator must do this on the same day as the accident and submit it at the end of the shift.
  - At no time should you admit liability for an accident.
  - If the other party involved insists on claiming the scene, refer them to the road supervisor for further information.
- Remember to always remain calm and reassure passengers.

### **Vehicular Accident**

- Without exception, all accidents are to be reported and reviewed regardless of fault, amount of damage, or injury. Accidents are placed into one of four categories:
  - Traffic Accidents
  - Fixed Object Accidents
  - Pedestrian Accidents
  - Passenger Accidents
- **Transportation Supervisor Responsibilities:**
  - The supervisor will immediately respond to any report of a vehicular accident or incident to begin an investigation.
  - The supervisor will ensure that all medical needs of involved personnel are immediately communicated to the on-duty dispatcher for further assistance if necessary.
  - In case of an “injured” Operator with onboard passengers, the Supervisor will distribute witness cards to be completed and returned for documentation.
  - The investigating supervisor will take photographs of the accident whenever possible.
  - A supervisor or on-duty dispatcher will immediately notify Risk Management of any vehicular accident or incident involving property damage or bodily injury.
  - The supervisor will give the other party involved in the accident an IndyGo Accident Information Card.
  - This form will have basic information for the other party on:

- Date and Time of Incident
- Location
- Bus Number
- Route
- Instructions on follow-up for their accident claim.

### Basic Accident Investigation

- On-scene Interviews
  - Basic Principles to remember:
  - Courtesy and Patience
  - Asking Good Questions
  - Note Taking
  - Written Statements (Courtesy Cards)
- For conducting on-scene interviews with people not employed by the company, it is suggested that witnesses be interviewed separately and away from each other, if possible.
- At the initial stages of the interview, immediately following a collision, group interviews should be avoided. Generally, a group interview results in one or two people doing the talking and the others concurring, even if they don't agree with what the two main speakers are relating.
- The witness must understand who you are, whom you represent, and what it is you are trying to find out.
- Witnesses should be approached positively, and the investigator should approach them with the attitude that they will be willing to talk. "You don't want to talk to me about this accident, do you?" will almost certainly elicit a negative response. "I'd like to talk to you about what happened here" will generally put the witness in a more cooperative state.
- Remember, you should make the person feel that his or her information is important and may be of great value in preventing similar collisions.

### Basic Report Writing

- Report writing is an organized accumulation of:
  - Facts
  - Conditions
  - Observations
- Provide objective information for management.
- Provide a historical record of the contributing factors.
- Present conclusions.
- Make safety improvement recommendations.
- Have a plan and use the five-step approach:
  - Step 1: Review all materials for clarity.
  - Step 2: Organize the materials.
  - Step 3: Outline the report.

- Step 4: Draft and review the report.
- Step 5: Prepare the final report.
- Interviews (Are follow-ups needed?).
- Sketches (Measurements indicated? Enough for scale diagram? Need to revisit the site?).
- Photographs and other documents (Are they in order? Numbered or identified? Can you explain everything shown?).
- Other sources of data (Computer databases, weather information, emergency services reports, regulatory information, technical material, etc.).
- Executive Summary.
- Chronological order of events (Before, during, after).
- Analysis of events (Who, what, where, when, and how).
- Summary of the collision/incidents.
- Conclusions and/or findings.
- Recommendations.
- Appendix.
- Is it objective? (No speculation, just the facts).
- Does it “flow”? (Easy to follow).
- Is it accurate? (Do all the numbers agree with the sketches? Did you check the math calculations?)
- Are spelling, grammar, and punctuation correct? (Proper use of conjunctions & adverbs).
- Could someone who wasn’t at the scene understand what happened by reading the report? (Is it in plain language?).
- REMEMBER: The report is yours. It has your name on it. It represents the work you do as the on-scene accident investigating supervisor.
- Make a final check for accuracy, spelling, grammar, and punctuation.
- Make a final review of the clarity and organization of the materials.
- Turn it in with pride!

### 7.15.3 Accident Review Board-ARB

Indianapolis Public Transportation Corporation (IPTC), IndyGo, established a process to operate vehicles in a safe manner that complies with all safety rules, defensive driving principles, and traffic laws for IndyGo employees. It also provides procedures for proper reporting, documentation, and classification of all vehicular accidents. The full SOP is available on request.

#### Accident Policy

- A. Per the Corporation’s Work Rules, the Accident Policy is as follows.
  - a. Operating IndyGo vehicles in a safe manner that complies with all safety rules, defensive driving principles, and traffic laws is the primary job function for a majority of IndyGo employees. Employees are expected and obligated to perform this primary job function in an exemplary manner, so they are not involved in preventable accidents.

- b. Defensive driving is what distinguishes the professional from the average motorist. Defensive drivers make allowances for the mistakes of others by surveying the road to spot possible hazards and driving in such a manner as to avoid the hazards. This contrasts with the typical motorist who drives unaware and, at times, must take emergency action to avoid an accident. The defensive driver maintains a space cushion around his/her vehicle that is clear of hazards and works to always maintain that cushion.
  - c. It is the policy of the Corporation that all employees are to use defensive driving techniques, including but not limited to being aware of the hazards around them, maintaining a safe driving distance from other vehicles, anticipating other drivers' actions whenever possible, and always driving according to existing weather conditions.
- B. Preventable Accident Policy.
- a. All accidents are investigated by the Director of Risk and Safety or their designee, by investigative principles and techniques for which they were trained.
  - b. The Director (or their designee) then classifies the accident as preventable or non-preventable, as set by the National Safety Council standards to determine preventability, and it is defined as follows.
    - 1. A **preventable** accident is one in which the driver fails to do everything that reasonably could have been done to avoid a collision or incident. In other words, when a driver commits errors and/or fails to react reasonably to the errors, the accident is considered preventable.
    - 2. A **non-preventable** accident is one in which the driver did everything reasonably to avoid a collision or incident. In other words, the driver commits no errors and reacts reasonably to the errors of others.
  - c. It is an IPTC, IndyGo policy to identify safety issues that an employee may have on an individual basis and to work with that employee to improve their accident record. This is accomplished through training, mentoring, coaching, ride checks, and progressive discipline when necessary.
  - d. All preventable accidents are considered one (1) point, except
    - i. Mirror strikes resulted in damage only to the IndyGo mirror, with no other damage to the vehicle, passengers, or other property. Accidents at this level shall be ½ point.
    - ii. Serious Accidents as determined by IndyGo Management and the Risk and Safety Department. Accidents at this level may be issued multiple points and be subject to termination as stated under Serious Accidents.
  - e. All preventable accidents require retraining.
  - f. Disciplinary standards for preventable accidents are based on reaching or exceeding the following thresholds:
    - i. 1 preventable point: Written warning
    - ii. 2 preventable points: One (1) day suspension
    - iii. 3 preventable points: Five (5) day suspension and final warning
    - iv. 4 preventable points: Termination

#### *7.15.4 Risk and Safety Review of Accidents for Hazard Resolution*

The Risk and Safety Department will review all Level II and Level III Accidents to assign a hazard rating utilizing the hazard rating chart within this document. Risk and Safety will review all documented reports, interview necessary parties, review photos, and make available video to determine the Hazard Grade for the reported accident.

Risk and Safety will document and track the accident hazard grades to follow trends and report safety hazards to the responsible departments to address.

#### *7.15.5 Federal Transit Administration (FTA)*

FTA notification will be provided per FTA requirements, as stipulated by FTA or the MPO. IndyGo will then be required to contact the U.S. Department of Transportation Crisis Management Center (CMC) within two hours of a reportable accident, by email (recommended method) or phone:

[CMC-01@dot.gov](mailto:CMC-01@dot.gov) / 202-366-1863

#### Two-Hour Accident Notification Guide

The Federal Transit Administration's (FTA) State Safety Oversight (SSO) regulation (49 C.F.R. Part 674) establishes definitions and minimum notification thresholds for safety events. Part 674 defines three types of safety events: accidents, incidents, and occurrences, and requires a rail transit agency (RTA) to notify its State Safety Oversight Agency (SSOA) and the FTA within two hours of any event classified as an accident. This Two-Hour Accident Notification Guide is designed to help RTAs identify those events that are classified as accidents and how to notify FTA.

What is an "Accident"?

"Accident" means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision involving a **rail transit** vehicle; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause." 49 C.F.R. § 674.7.

What is the requirement to notify the SSO and FTA of an accident?

In addition to the requirements for accident notification outlined in an SSO program standard, an RTA must notify both the SSOA and the FTA within two hours of any accident occurring on its rail-fixed guideway public transportation system. An RTA should provide accident notifications at the earliest practicable time after the occurrence of any one of the defined accidents and no later than two hours after the accident occurred.

How do I notify FTA of an accident?

Contact the U.S. Department of Transportation Crisis Management Center (CMC) within two hours of a reportable accident, by email (recommended method) or phone:

[CMC-01@dot.gov](mailto:CMC-01@dot.gov) / 202-366-1863

When providing two-hour notifications, please submit accident information details as specified in your SSOA's program standard. The SSO-required notifications may include, but are not limited to, a summary of the event and pertinent details such as:

- Number of fatalities
- Number of serious injuries (include type of injury if known)
- Primary and secondary event types (e.g., collision, derailment, fire, etc.)

What types of collisions require a two-hour notification? You are required to provide a two-hour notification of all collisions involving two or more rail transit vehicles, and all collisions involving at least one rail transit vehicle at a grade crossing, with a person, or with an object that results in substantial property damage, serious injury, or fatality.

What is "substantial damage"? Substantial damage is any physical damage to transit or non-transit property, including vehicles, facilities, equipment, rolling stock, or infrastructure.

Substantial damage includes damage that adversely affects the structural strength, performance, or operating characteristics of the vehicle, facility, equipment, rolling stock, or infrastructure requiring towing, rescue, onsite maintenance, or immediate removal before safe operation.

See National Transit Database glossary.<sup>1</sup> 1 The NTD glossary is available at <https://www.transit.dot.gov/ntd/national-transit-database-ntd-glossary>.

Substantial damage excludes damage such as cracked windows, dented, bent, or small punctured holes in the body, broken lights, mirrors, or removal from service for minor repair or maintenance, testing, or video and event recorder download.

What is an evacuation for a life safety reason?

An evacuation for a life safety reason is a condition that occurs when persons depart from transit vehicles or facilities for life safety reasons, including self-evacuation. A life safety reason may include a situation such as a fire, the presence of smoke or noxious fumes, a fuel leak, a vehicle fuel leak, an electrical hazard, a bomb threat, a suspicious item, or other hazard that constitutes a real potential danger to any person.

Do not provide Two-Hour Accident Notifications for evacuations that are not for a life safety reason, such as an evacuation of a train into the right of way or onto adjacent track; or customer self-evacuation or transfer of passengers to rescue vehicles or alternative means of transportation due to obstructions, loss of power, mechanical breakdown, system failures, or damage.

## Chapter 8- Management of Change

### 8.0 Managing Safety in System Modifications

#### *8.0.1 System Modification*

Any safety-critical change or modification to IndyGo's Transportation equipment or system is controlled to ensure that hazards are appropriately identified and controlled in the plans and designs of the modified equipment or system.

#### *8.0.2 System Modification Coordination*

##### 8.0.2.1 Physical Assets

Proposed modifications to physical assets—facilities, rolling stock, equipment, and infrastructure--are coordinated by the Facilities and Vehicle Maintenance Departments with the participation and review of Safety, Security, Procurement, Operations, and Maintenance.

The Chief Development Officer and the Deputy COO are tasked with ensuring that equipment purchased by IndyGo meets the established safety and security requirements and that design requirements have been coordinated with all appropriate departments. The Facilities and Maintenance departments guide and direct the inspection and testing activities necessary to ensure that the equipment and operations result in the desired level of safety/security documents equipment and facility modifications and inform affected staff of modifications. The Chief Development Officer has the authority to stop work on all unauthorized modifications.

##### 8.0.2.2 Organization and Administration Changes

Changes to the organizational structure, documentation (programs, plans, procedures, protocols, etc.), training programs, institutional requirements, and other safety-critical areas not directly part of a physical asset are coordinated by the Risk and Safety Department.

The Director of Risk and Safety is tasked with ensuring that any changes introduced in non-physical system assets are assessed for their risk, including the mitigation of existing hazards, new hazards introduced into the system by change, and ensuring executive management has the information it needs to ensure acceptable risks are maintained for the agency.

### 8.1 Safety Certification

#### *8.1.1 Certification Purpose*

The purpose of the IndyGo Safety and Security Certification Program Plan is to ensure that hazards are appropriately identified and managed throughout all IndyGo major capital projects<sup>5</sup>, including systems, equipment, facilities, plans, procedures, and training programs, are systematically reviewed for compliance with established system safety and security design criteria requirements, and so verified before initiation into revenue service.

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<sup>5</sup> An FTA requirement for projects more than \$100,000,000 and for new system or extensions.

For large projects, a specific Safety Certification Plan is developed. For smaller projects – which primarily involve enhancements or additions to the existing system, this process is handled during the reviews conducted for system changes.

IndyGo's safety certification process is consistent with FTA's guidelines for Safety and Security Certification, published in 2002.

Safety and Security Certification at IndyGo is defined as the process of addressing conditions that could result in harm – whether unintentional (safety) or intentional (security), and verifying satisfactory compliance with IndyGo's Safety Plan, ERP, and SSP, appropriate codes, guidelines, standards, and safety and security-related design criteria and technical provisions.

Certification for safety and security is NOT contractual acceptance. Contractual acceptance is defined as an action by an authorized representative of the transit agency by which the agency assumes full or partial ownership of the delivered product as the complete or partial performance of a contract. Contractual acceptance does not constitute safety and security certification, and safety and security certification need not imply acceptance concerning contract performance.

#### *8.1.2 Certification Responsibilities*

IndyGo's Planning and Capital Projects Department is responsible for IndyGo's capital improvement programs, which include the planning phases, design/engineering phases, and the construction and close-out phases.

Authority for implementing the IndyGo Safety and Security Certification Program rests with the Chief Development Officer. The Safety and Security Certification Review Committee (SSCRC) is chaired by the Director of Risk and Safety and is a subcommittee of IndyGo's Executive Leadership Team. The SSCRC has been established to monitor the safety and security certification process for major capital projects as a multi-disciplined, cross-functional group representing IndyGo and its designated contractors. The SSCRC is comprised of a project and IndyGo's managers and staff having expertise in systems engineering, facilities engineering, maintenance engineering, construction management, operations, systems integration, and system safety and security. A representative of the MPO may participate in SSCRC activities as an advisor.

The SSCRC is responsible for managing and coordinating all safety and security certification activities, including review of the safety and security-related tests and other documentation submitted. The SSCRC chairperson or designee prepares and issues SSCRC meeting minutes that include a list of safety and security open items. The SSCRC makes the initial review and recommendation for approval of:

- Safety and security certification plans, including forms to be used in the process.
- Safety/security certifiable elements and sub-elements lists
- Draft safety and security verification checklists
- Completed safety and security verification checklists.
- Assessment of existing IndyGo operations, maintenance, and training programs adequacy, safety, and security

- Safety and security test plans and procedures

The SSCRC also has the responsibility of monitoring the processing and retention of safety and security certification documentation.

### 8.1.3 Certification Objectives

The following safety and security objectives are considered during all activities of all major projects and modifications that require safety/security certification.

**Table L Safety and Security Certification Objectives**

Objectives
Establish a formalized process that is sufficiently documented to verify compliance with system safety and security requirements.
Ensure that system safety and security are an integral part of the design, procurement, construction, testing, and operations.
Ensure that system safety and security decisions are made by appropriate Project Managers, committees, and responsible contractors.
Ensure that system safety and security hazards and vulnerabilities that become apparent during reviews, audits, inspections, or system testing are resolved, either by redesign, use of safety/warning devices, or by implementation and enforcement of special procedures.
Ensure those outside response agencies, including the affected emergency partners, are prepared to respond to all types of emergencies.

A description of the activities required by the FTA for implementing a safety and security certification program for a major capital project at IndyGo is shown in the table below. Please note that safety and security certification implementation falls to different entities in the agency; in the case of major capital projects, as stated in this section, the responsibility falls to the Chief Development Officer.

**Table M Milestones for Safety and Security Certification Activities**

Milestones for Safety and Security Certification Activities							
Safety and Security Certification Activity	Planning	Preliminary	Final Design	Constructio	Integrated	Pre-Revenue	Operations
Document control	✓	→	→	→	→	→	→
Development of a safety and security certification plan		✓	→	→	→	→	→
Hazard and vulnerability assessment and resolution		✓	→	→	→	→	→
Criteria and design review		✓	→	→	→	→	→
Develop a safety certifiable elements and sub-elements list.		✓	→	→	→	→	→
Evaluate and resolve fire/life safety issues and monitor fire/life safety compliance.		✓	→	→	→	→	→
Develop criteria conformance review checklists.		✓	→	→	→	→	→
Evaluate security provisions incorporated in system elements for adequacy and safety.		✓	→	→	→	→	→
Develop criteria conformance review checklists.		✓	→	→	→	→	→
Evaluate security provisions incorporated in system elements for adequacy and safety.			✓	→	→	→	→
Manage safety, system security, and the open items list.			✓	→	→	→	→
Develop safety and security verification checklists.			✓	→	→	→	→
Complete safety and security verification checklists for the system				✓	→	→	→
Complete safety and security verification checklists for civil work				✓	→	→	→
Develop and implement contractor test plans and procedures.				✓	→	→	→
Contractor test reports/results.				✓	→	→	→
Develop integrated test plans and procedures.				✓	→	→	→
Manage the integrated test program.				✓	→	→	→
Integrated test reports/results					✓	→	→
Develop contractor's operations and maintenance procedures, and training plans/programs.					✓	→	→
Assess existing Authority operations and maintenance procedures and training plans/programs for adequacy and safety.						✓	→
Issuance of safety certification						✓	→

To ensure that IndyGo management and staff, and others as appropriate, remain informed of the status of the safety and security certification effort, progress reports are prepared by the certification committee and submitted to SSCRC for review and approval.

- The reports advise the SSCRC of the following:
- Checklists and Notice of Verification Reports completed during the reporting period.
- Problems encountered and restrictions enforced.
- Major modifications made to the Certifiable Elements and Sub-Elements List
- Checklists and Notices of Safety and Security Verification Reports are expected to be completed in the upcoming report period.
- Certification progress to date

## 8.2 Configuration Management

Configuration management for IndyGo is defined as the identification and documentation of the functional and physical characteristics of facilities, systems, equipment, and vehicles, including the control of changes to these elements. Required configuration information is maintained and tracked by documenting test/modified equipment, as well as relevant serial numbers and dates of the installation of standard equipment.

IndyGo maintains standard operating procedures for control of change in the organization, including configuration management.

The Chief Development Officer is responsible for storing and retrieving facilities and equipment configuration information, as well as informing affected staff of configuration changes promptly and keeping the data current. The Deputy Chief of Fleet, Maintenance & Facilities is responsible for maintaining configuration changes of Bus/Paratransit/Auto/ Truck Maintenance and other non-revenue vehicle equipment and is responsible for informing affected staff of configuration changes promptly.

Any changes to a system, subsystem, facility, or fleet/inventory-wide changes are recorded on as-built drawings in a timely and effective manner.

## 8.3 Process for Changes

Configuration changes are classified according to their impact and functional importance to operations.

**Class 1** changes are defined as hardware, material, or software changes that affect facilities, systems, vehicles, or equipment performance, specification requirements, previously approved documents, or interchangeability with existing components. Class I changes are reviewed by the Executive Leadership Team for their safety/security implications and submitted with appropriate documentation to the Deputy Chief of Fleet, Maintenance & Facilities, or Chief Development Officer as appropriate for approval.

**Class 2** changes are defined as hardware, material, or software changes that do not affect facilities, systems, vehicles, or equipment performance, specification requirements, previously approved

documents, or interchangeability with existing components. Class II changes are submitted to the Executive Leadership Team for information.

If hazards are introduced by a change, these hazards are documented and tracked in IndyGo's Hazard Management Log until they are resolved.

#### 8.4 Authority for Change and Notification

The Deputy Chief of Fleet, Maintenance & Facilities, and Chief Development Officer are notified in writing and have the authority and approval responsibility for Class 1 and Class 2 changes, as applicable to their area of responsibility. In addition, the Executive Leadership Team is notified and has a review and comment responsibility for Class 1 and Class 2 changes. IndyGo SOPs, contract provisions, and capital program documents contain the specific elements for change orders as they apply to construction and the purchase of new systems and vehicles.

#### 8.5 Procurement

##### *8.5.1 Procurement Structure*

IndyGo is responsible for the procurement of IndyGo capital needs through specific FTA-regulated procurement policies. In addition, IndyGo is responsible for its internal procurement needs to run the day-to-day operational needs of the agency.

The purchasing process formally begins with the preparation of a request and its submission to the Senior Director of Procurement; however, planning for contracts and procurement actions begins far in advance of this time. Advance procurement planning includes safety as a significant factor by addressing system safety as well as technical, business, management, and other considerations that will control acquisition actions from inception through completion. A thorough inspection and system testing are performed before equipment or facilities are accepted. For example, at present, there is a process utilized by the maintenance group to visually inspect select parts and components.

Procurement for hazardous materials addresses the requirement(s) for compliance with the appropriate rules and regulations within the procurement document itself, e.g., the RFP.

##### *8.5.2 Coordination with the Risk and Safety Department*

The Procurement Department works in conjunction with the Risk and Safety Department when purchasing personal protective equipment for employees, controlling chemicals and other hazards in the workplace, mandating safety requirements in specific contracts, and requiring compliance from specific vendors with IndyGo's safety requirements.

Procurements of new equipment, materials, and supplies are first reviewed by the user department in conjunction with the Risk and Safety Department, and, as appropriate, by the Operations and/or Maintenance staff, to ensure safety within the existing and/or proposed system.

## Chapter 9- Continuous Improvement

IndyGo defines continuous improvement as a process by which a transit agency examines safety performance to identify safety deficiencies and carry out a plan to address the identified safety deficiencies.

IndyGo employs a four-step strategy to evaluate its SMS program to ensure that continuous improvement is a robust process for the agency:

- Develop and maintain formal activities to evaluate the effectiveness of the SMS.
- Identify the causes of sub-standard performance of the SMS.
- Determine the implications of sub-standard performance of the SMS in operations.
- Eliminate or mitigate such causes.

Key elements of IndyGo's strategy include:

1. Documenting, evaluating, and improving Safety Risk Management processes and outputs. IndyGo performs this activity throughout all departments and functional areas. Once SMS requirements and responsibilities are fully documented in each area, the internal controls program as described in this Safety Plan is implemented and monitored by the Safety Department through the triennial Internal Safety and Security Audit Program to ensure it identifies and appropriately mitigates all hazards; and assesses fully SMS implementation in every area. Effective corrective action must be implemented to mitigate hazards identified through monitoring and measurement, and again, these mitigations are monitored on an ongoing basis for hazard management.
2. Documented compliance activities, including formal and informal assessments, inspections, observations, document audits, and other controls to continually assess SMS compliance and identify hazards. For these activities also, effective corrective action must be implemented to mitigate hazards identified through monitoring and measurement, and again, these mitigations are monitored on an ongoing basis for hazard management.
3. Management of change, through ensuring that any risk of introducing hazards through change is reduced to the lowest practical level through documented procedures and processes and then ongoing monitoring and measurement to identify residual hazards and risk, which, again, require effective corrective action to be implemented to mitigate hazards identified through monitoring and measurement, and again, these mitigations monitored on an ongoing basis for hazard management.

This process can be graphically represented thus:

**Table N Safety Risk Management Process**



## Part 4 Safety Promotion

### Chapter 10- Safety Communication

IndyGo communicates safety and safety performance information throughout IndyGo that conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program, among other information.

IndyGo understands that SMS is dependent upon ongoing management commitment to communication. One of management's most important responsibilities under SMS is to encourage and motivate others to want to communicate openly, authentically, and without concern for reprisal.

Representative of IndyGo's commitment is our employee reporting policy and program, as described below.

#### 10.0 IndyGo Operator Selection and Hiring Practices

Indianapolis Public Transportation Corporation, dba IndyGo, is committed to providing equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type, regardless of age, race, creed, color, disability, religion, sex, national origin, ancestry, physical or mental disability, sexual orientation, and genetic information.

The purpose of this manual is to provide a detailed overview of the process the Talent Acquisition team utilizes to establish a clear standard operations procedural roadmap. All hiring of employees should be done by the IndyGo Employment policies.

It shall be the policy of IndyGo to recruit and select employment candidates who are qualified based on the essential and marginal skills that have been identified for the open positions within IndyGo's service. IndyGo recruits' candidates, both externally and internally, for vacant positions at all levels, in accordance with Federal, State, and local laws. Individuals may be recruited for position vacancies from a geographic area as wide as necessary to ensure obtaining well-qualified candidates.

The procedures outlined in the following manual provide step-by-step instructions to ensure all future and present employees are screened, promoted, and hired fairly.

With this manual, Talent Acquisition will meet the business needs of both our hiring managers and our organization. With the advice of our executive team, we will work together to identify the position vacancies, skills, knowledge, education, and any additional qualifications that are required.

- IndyGo has both Union and Non-Union roles; the hiring practices are similar yet different according to what status each position holds.

*\*Any questions regarding the Union Roles should be referenced in the Union Contract.*

Below is a summary of the steps taken during the hiring and selection process. Please refer to the Department of People - Human Resources manual for further details.

- Vacancy Fulfillment Request Forms
- Intake meetings
- Reference checks
- Background Checks
- Job offers.
- Creation of Candidate Evaluation Forms
- Creation of Job Description Forms

### 10.1 Employee Safety Reporting Systems

Indianapolis Public Transportation Corporation (IPTC), IndyGo, has established a near-miss reporting system for employees to utilize when reporting a safety concern within the facility or any job function.

#### **DEFINITIONS:**

Near Miss Reporting- Reporting a near miss can ensure that future incidents and injuries are avoided. A near miss, also known as a close call or near hit, is defined as an unplanned event that did not result in injury, illness, or damage – but had the potential to do so.

1. Employee(s) Procedure:
  - 1.1 Employees can access the anonymous Near Miss Safety Reporting system by scanning the QR Code or utilizing the internet access link.
  - 1.2 Employees will complete the form online and ask for follow-up or mark it as anonymous.
2. Risk and Safety Department Procedures:
  - 2.1 Risk and Safety will receive notification of a new Near Miss Safety Event report.
  - 2.2 Risk and Safety will then review the safety event.
  - 2.3 Risk and Safety will assign the appropriate department leader to review and address the safety concerns.
  - 2.4 Risk and Safety will assign a follow-up date to ensure the safety event was addressed and corrected.
  - 2.5 Risk and Safety will review the follow-up of the safety event resolution and complete a reassessment within the Near Miss Report program.
  - 2.6 If the safety event is not addressed, then the event will remain open, and follow up with the department director.
    - 2.6.1 The chain of command will be followed to address and resolve all reported safety concerns.
  - 2.7 Risk and Safety will document all findings and close the safety event within the system.
  - 2.8 Risk and Safety will post a monthly summary report on all near miss reporting concerns, findings, resolutions, and timeline to closure.
    - 2.8.1 Summary reports will be posted on the employee safety boards located in the employee lounges.

3. Near Miss Incident Investigation:
  - 3.1 Risk and Safety will receive notification of a new Near Miss Safety Event report.
  - 3.2 Risk and Safety will then review the safety event.
  - 3.3 Risk and Safety will utilize the Mil-Spec 882 Matrix for Hazard Assessment.

Hazard Classification Matrix

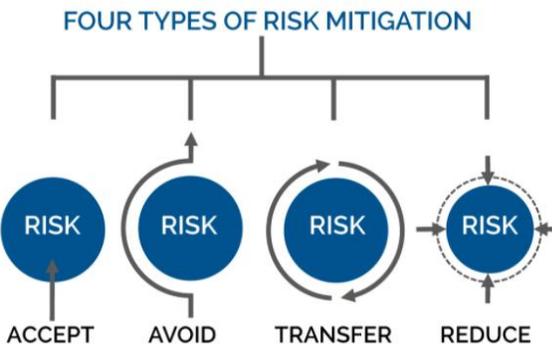
Frequency of Occurrence	Hazard Categories			
	Catastrophic (1)	Critical (2)	Serious (3)	Minor (4)
Frequent (A)	High	High	Serious	Medium
Probable (B)	High	High	Serious	Medium
Occasional (C)	High	Serious	Medium	Low
Remote (D)	Serious	Medium	Medium	Low
Improbable (E)	Medium	Medium	Medium	Low
Eliminated (F)	Eliminated			

3.4 The following describes the definitions used in identifying and assigning a severity level.

Severity Definitions				
Category	Technical Definitional	Human Cost	Property Cost	Other Impacts
<b>Catastrophic</b>	Could result in death, permanent disability, or complete system loss could result from an incident caused by a hazard.	Death and permanent disability of multiple persons	The loss will exceed \$1M	Irreversible environmental damage
<b>Critical</b>	This could result in multiple severe injuries, disability, or major system loss that will result from incidents caused by hazards.	Hospitalization of 3 or more people; single fatality.	Loss between \$500K and \$1M	System interruption is greater than 24 hours.
<b>Serious</b>	Conditions are such that injuries to 2 or more people and/or severe damage to the system and components may occur.	Immediate medical care away from the scene for two or more persons.	Loss between \$100K and \$500K	System interruption is less than 24 hours.
<b>Minor</b>	Conditions are such that injury may result in a person – minor system damage. Minor injury or damage.	Immediate medical care (EMS) away from the scene for 1 person or no medical attention	Loss between \$10K and \$100K	Minor system interruption. No system interruption; “Near Miss” category

3.5 Response and Resolution:

- 3.5.1 Avoid: In general, risks should be avoided that involve a high probability of impact on both financial loss and damage.
- 3.5.2 Transfer: Risks that may have a low probability of taking place but would have a large financial impact should be mitigated by being shared or transferred, e.g., by purchasing insurance, forming a partnership, or outsourcing.
- 3.5.3 Accept: With some risks, the expenses involved in mitigating the risk are more than the cost of tolerating the risk. In this situation, the risks should be accepted and carefully monitored.
- 3.5.4 Limit: The most common mitigation strategy is risk limitation, i.e., taking some type of action to address a perceived risk and regulate exposure. Risk limitation usually employs some risk acceptance and some risk avoidance.



**3.6 Resolution process:**

- 3.6.1 A Risk and Safety team member will utilize the Near Miss Reporting System.
    - 3.6.1.1 Team members will complete the initial sections identifying the hazard.
  - 3.6.2 Assign the near-miss report to the identified department leader.
  - 3.6.3 Communicate to the department leader the near-miss incident, the currently identified hazard level, and the time frame for resolution, which should be returned to Risk and Safety.
  - 3.6.4 Follow-up to ensure the identified hazard has been addressed.
  - 3.6.5 Document the resolution within the Near Miss report.
  - 3.6.6 Once the hazard has been resolved, a Risk and Safety team member will go to the department where the hazard originally resides and ensure the resolution.
  - 3.6.7 Track and report resolution status to the employees who want a follow-up.
    - 3.6.7.1 Post Near Miss data on the Safety Information Boards (i.e., number of reports received vs. number of reports resolved)
  - 3.6.8 Utilize the IndyGo Risk Register to track the number of reported hazards versus the reported hazards that have been resolved.
4. The following self-reported (employees committing violations and subsequently reporting themselves to management) violations can be reported as an initial instance without disciplinary action:
- 5.1.1 Red Signal violations resulting in an accident, injury, or property damage.
  - 5.1.2 Failure to report an adverse event immediately, but within 4 hours of occurrence. All information connected to the investigation of the reported event will fall under this protection.

- 5.1.3 Hours of Service violations.
  - 5.1.4 Failure to wear proper PPE.
  - 5.1.5 Operating a revenue vehicle without proper equipment and uniform, including carrying the CDL on the employee's person.
  - 5.1.6 Fatigue presents an unacceptable hazardous condition if duties are continued.
- 5.2 The second instance of a self-reported violation will be evaluated by the Director of Operations, the appropriate Maintenance Director, and the Director of Risk and Safety to determine if circumstances warrant disciplinary action.
- 5.3 A third instance of the same violation will result in disciplinary action, whether self-reported or not.

**Near Miss Policy Statement:**

Safety is a core objective of Indianapolis Public Transportation Corporation (IPTC), DBA IndyGo. IndyGo is committed to developing, implementing, maintaining, and continuously improving processes to ensure the safety of its customers, employees, and the public. IndyGo has established a safety-reporting program as a way for employees to voice their safety concerns. Employees can report anomalously as their option. All employees will be responsible for utilizing this program as part of our safety management plan. No punitive action will be taken against an employee who communicates a safety concern through the safety-reporting program unless such disclosure indicates the following: An illegal act, gross negligence or misconduct, a deliberate or willful disregard of IndyGo rules, policies, or contracts.

**Near miss** — a safety event where conditions with the potential to generate an accident, event, or occurrence existed, but where an accident, event, or occurrence did not occur because the conditions were contained by chance or by existing safety risk mitigations. [SMS]

Near Miss Reporting- Reporting a near miss can ensure that future incidents and injuries are avoided. A near miss, also known as a close call or near hit, is defined as an unplanned event that did not result in injury, illness, or damage – but had the potential to do so.

Every IndyGo employee is required to report any hazard or unsafe condition to his or her Supervisor, Department Manager or other appropriate authority as defined in this Safety Plan. Most hazards in the system are identified in the field and reported to the Service Center or Radio Room Dispatch. Any employee may communicate the identification of a potential hazard directly to the Director of Risk Safety or any Risk and Safety staff member verbally or in writing or by communicating through other communication channels. Each report will be thoroughly investigated under the direction of the Director of Risk and Safety, and, if the employee has not reported it anonymously, the Director of Risk and Safety will ensure that the results of the investigations and any corrective action will be reported back to the reporting employee. If an employee reports and requests anonymity, IndyGo will provide anonymity for all valid concerns. IndyGo is committed to maintaining a robust, positive safety culture. With your help, IndyGo can investigate hazards to eliminate them if possible. Safety is all of our responsibilities.

Thank you for taking the time to report hazards and or unsafe acts.

## 10.2 Employee Self-Reporting Protections

The following self-reported (employees committing violations and subsequently reporting themselves to management) violations can be reported as an initial instance without disciplinary action:

- Red Signal violations do not result in an accident, injury, or property damage.
- Failure to report an adverse event immediately, but within 4 hours of occurrence.
  - a. All information connected to the investigation of the reported event will fall under this protection.
- Hours of Service violations.
- Failure to wear proper PPE.
- Operating a revenue vehicle without proper equipment and uniform, including carrying the CDL on the employee's person.
- Fatigue presents an unacceptable hazardous condition if duties are continued.

The second instance of a self-reported violation will be evaluated by the Deputy Chief Transportation Officer, the appropriate Maintenance Director, and the Director of Risk and Safety to determine if circumstances warrant disciplinary action.

A third instance of the same violation will result in disciplinary action, whether self-reported or not.

## 10.3 Protections for Employees Reporting Adverse Safety Conditions

IndyGo is committed to maintaining a robust, positive safety culture. As part of that commitment, IndyGo will protect employees who report adverse safety conditions to management. Any employee who reports a valid violation, unsafe act, or condition, or other safety concern to management will not experience any reprisal from management. Each report will be thoroughly investigated under the direction of the Director of Risk and Safety, and, if the employee has not reported anonymously, the Director of Risk and Safety will ensure that the results of the investigations and any corrective action will be reported back to the reporting employee.

If an employee reports and requests anonymity, IndyGo will provide anonymity for all valid concerns.

### 10.3.1 Unprotected Self-Reporting

No willful violations will be subject to self-reporting protections. This includes but is not limited to any violations of Drug and Alcohol policies or requirements, criminal acts, or failure to report any criminal acts immediately.

## 10.4 Safety Program Communications

Methods of communicating safety information to IndyGo employees include face-to-face meetings and interactions, posting and/or distribution of bulletins, department notices, and memoranda.

Posted information can be found at a central location in each department, easily accessible to employees. Other communication methods include posters, signs, brochures, training materials, rule books, and operating procedures.

IndyGo's comprehensive employee safety program includes the following elements:

- Facility/location safety inspections and audits with written reports and follow-up responses to employees as appropriate;
- Periodic employee awareness training;
- Monthly safety committee meetings;
- Special request employee safety training programs;
- Local fire department facility tours, and first responder training/drills with IndyGo employees;
- Safety posters;
- Annual workers right-to-know programs and industrial safety training; and
- Periodic insurance carrier/broker assessments.

## Chapter 11- Competencies and Training

IndyGo has established a comprehensive safety training program for all agency employees and contractors directly responsible for the management of safety in IndyGo's system. The training program includes refresher training, as necessary.

### 11.0 Training Program

#### 11.1 Training and Education Policy

New Bus Operators receive an intensive two-week training course that covers every aspect of their new job. Some components of the training are delivered in the classroom. Most of the learning occurs on the buses during off-route and on-route training. The training includes, but is not limited to, the following areas:

- Smith System of Driving-
  - IndyGo employs the five key elements represented within that system.
    - Drive with your hands in the 3 o'clock and 9 o'clock positions.
    - Look at the big picture; use your "eye-lead" time while driving.
    - Check your mirror every 5-10 seconds; move your head from left to right.
    - Maintain a cushion of safety around your vehicle.
    - Always signal your intentions before taking any action.
- Orientation to IndyGo Bus System- This portion is called Behind the Wheel (BTW) or Route Familiarization
- Basic Bus Maneuvers- Perform basic maneuvers on a closed course, which include right turns, left turns, docking into a bus stop/platform, and smooth braking.
- Advanced Bus Maneuvers- driving experience on a public road to condition the operator to make safe defensive decisions while in traffic.
- Servicing stops are practiced while completing the BTW portion of our program. We also provide training with ADA stops that involve using mobility devices.
- System Overview
- System Procedures- IndyGo provides training for all IndyGo procedures from start to finish, which include:
  - Employee conduct and dress code
  - Corporation Policies and FTA Regulations
  - Job processes – Reporting/Relieving, Work Assignments, Human Relations

- Emergencies
- Accidents and Reporting
- Communication skills training is conducted during the ADA module. Preferred terms are covered, and items not widely accepted in the Disabled Community are highlighted.
- Customer Service-Human Relations, Professionalism.
- Accessible Service-Mobility Solutions Dept.
- Emergency Management-Emergency Management Steps.
- Fleet Services
- Personal Safety-Safety Barriers, Near-miss Reporting.
- Health/Injury Prevention-Wellness Program, DOT Physical, Fatigue Awareness.
- Stress Management
- De-escalation Training-Self-defense Policy covers this. There is also training in the Human Relations Module that addresses the topic.
- CDL Preparation-Permit Training, CDL Pre-trip, CDL Skills.
- On-route Training-Maintaining a schedule and remaining on-route, detours, tending to passengers, safety while boarding/alighting.
- Vehicle Orientation of all vehicle controls is explained and demonstrated on each type of vehicle used in the fleet.

On-route training provides real service experience with a new Operator Trainee on the Instructor operator's regularly scheduled work. We refer to this as "Cadetting." The Trainee Operator reports for his daily assignment as it is scheduled for the Instructor Operator for that day. The Trainee Operator should be able to perform the regular operator's duties throughout the day. Each day the student receives a full review and debriefing from their instructor. Instructors communicate with the Training Department regarding where additional training for the new operator is required. Student rotation among the operator-instructor group provides each student with experience across various routes, vehicles, times of day, instructional styles, and driving conditions. After the initial training, new Bus Operators receive additional support and training, including:

- Check-rides at intervals during the remainder of their probationary period (6 months).
- Whenever warranted or as deemed necessary.
- Mentorship and Apprenticeship Program - MAP

## 11.2 De-escalation Training Program Updates:

*Regulatory Compliance:* To comply with the PTASP Final Rule regarding safety training, the following De-escalation modules have been incorporated into the Agency's training standards. This curriculum addresses conflict recognition, escalation prevention, and safe disengagement strategies.

### *Implementation Schedule*

- **New Employee Training:** Incorporated effective **February 27, 2025**.
  - *Frequency:* Conducted semi-monthly (2x per month) during new operator onboarding.
- **Recurrent (In-Service) Training:** Incorporated effective **June 2, 2025**.
  - *Frequency:* Annual requirement.
  - *Rollout:* Commenced mid-summer 2025; continues until all active personnel complete the cycle.

### *Target Audience*

- Bus Operators
- Supervisors
- Dispatchers
- Customer Service Agents (CSAs)
- Security Personnel

### *Curriculum & Objectives*

The training program utilizes *Rise 360* modules and scripted video scenarios to achieve the following objectives: recognize escalation, apply verbal/non-verbal de-escalation techniques, leverage AVL/camera systems, disengage safely, and document incidents accurately.

### *New Operator Training (Onboarding)*

- *New Operator Training - Transit Conflict De-escalation - Overview (Rise 360)*
- *Emergency Procedures*
- *Accident Reporting & Prevention*

### *Yearly In-Service Training (Recurrent)*

- *Transit Conflict & De-escalation (In-Service) (Rise 360)*
- *Operator Safety Training (In-Service 2025) (Rise 360)*
- *Operator Accident Procedures & Reporting (In-Service 2025) (Rise 360)*
- *Scripted De-escalation Videos (Presentation)*
  - *Note: Includes annual scenario refreshers targeting identified hot-spots.*

### *Assessment & Safety Assurance*

Competency is measured through a combination of knowledge checks and operational performance tracking.

- **Knowledge Verification:**
  - **New Operators:** Comprehensive quizzes administered at the conclusion of all training modules.
  - **In-Service:** Knowledge checks integrated into both the classroom instruction and the self-guided online portion.
- **Performance Monitoring (Safety Assurance):**
  - Tracking of Operator Assault Rate (per 100k VRM).
  - Analysis of Incident Severity Index.
  - Monitoring of "hot spot" recurrence.
  - Collection of worker feedback regarding training effectiveness.

### 11.3 System-wide SMS Training

IndyGo has instituted an SMS training plan to meet the requirements of the FTA's Training requirements.

All Key SMS personnel, including Departmental Key SMS personnel, and the Director of Risk and Safety must receive their FTA certifications through TSI according to the requirements above within 3 years from the date of this Plan.

The Accountable Executive will be certified through the FTA-mandated training for that position once the FTA has implemented the requisite training program through TSI.

IndyGo has also implemented an internal SMS training program to educate all employees on their roles in SMS and the requirements of the Safety Plan. This training is tailored to the employees' responsibilities.

This training program will then be ongoing through IndyGo's New Employee Orientation/Training program. All employees will receive training in the Safety Plan and their SMS responsibilities before they begin work at IndyGo.

### 11.4 Safety-Related Work Training

Under the requirements of MAP-21, FTA has mandated a comprehensive staff training program for operations personnel and personnel directly responsible for safety that includes the completion of a safety training program and continuing safety education and training.

To ensure that all operations and maintenance personnel performing safety-related work are properly trained, qualified, and certified on an ongoing basis as needed, IndyGo has established the following categorized safety-related training programs.

Safety-related work at IndyGo is defined as vehicle operation; maintenance of vehicles, equipment, infrastructure, and facilities; operations and maintenance direct supervision; and operations dispatch.

**Table O Safety-Related Work Training Categories**

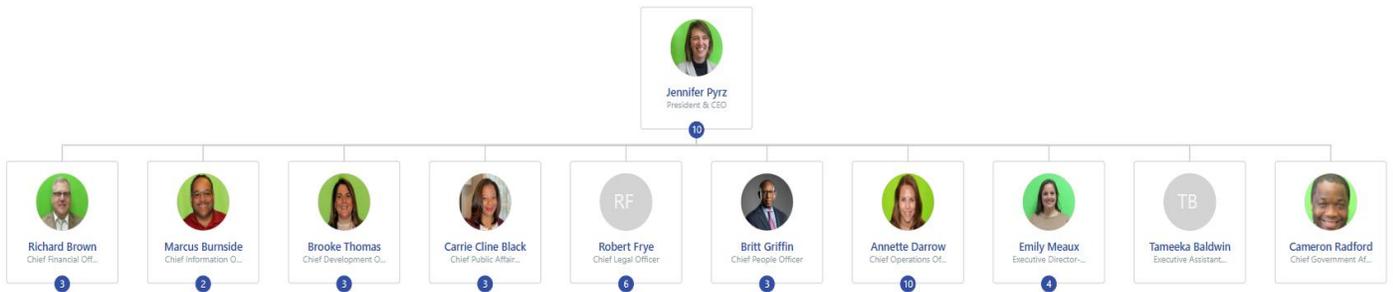
	Operator	Supervisor	Maintenance	Security
<b>Bus Operator Training</b>	✓			
<b>Bus Equipment Maintenance Training</b>			✓	
<b>Electro mechanic Training</b>			✓	
<b>Service Manager Training</b>		✓		
<b>Maintenance Inspection Training</b>			✓	
<b>Post-Accident Retraining</b>	✓			
<b>Operator Extended Absence Training</b>	✓			
<b>Communications/Dispatch Training</b>		✓		
<b>Standard Operating Procedures (SOP) Training</b>	✓	✓	✓	✓

If a contractor or contractor employee is required to work within the IndyGo bus system under operating conditions, training requirements will be spelled out in the contract. IndyGo rules and procedures will be applied without exception to all members of the contractor’s workforce affected. Contractors must be instructed on procedures, know the procedures, and follow the procedures. In addition, the contractor must carry a card verifying that the contractor is current with the Roadway Worker Protection training, which is provided to all contractors who have attended the IndyGo course. Roadway Worker Training is required annually for roadway workers and applicable contractors.

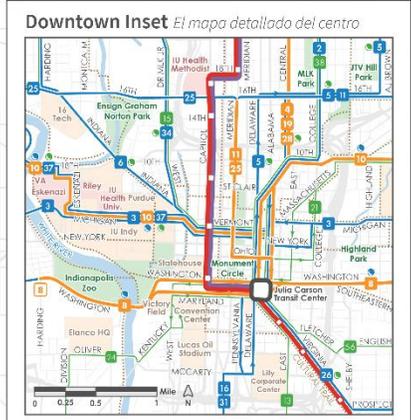
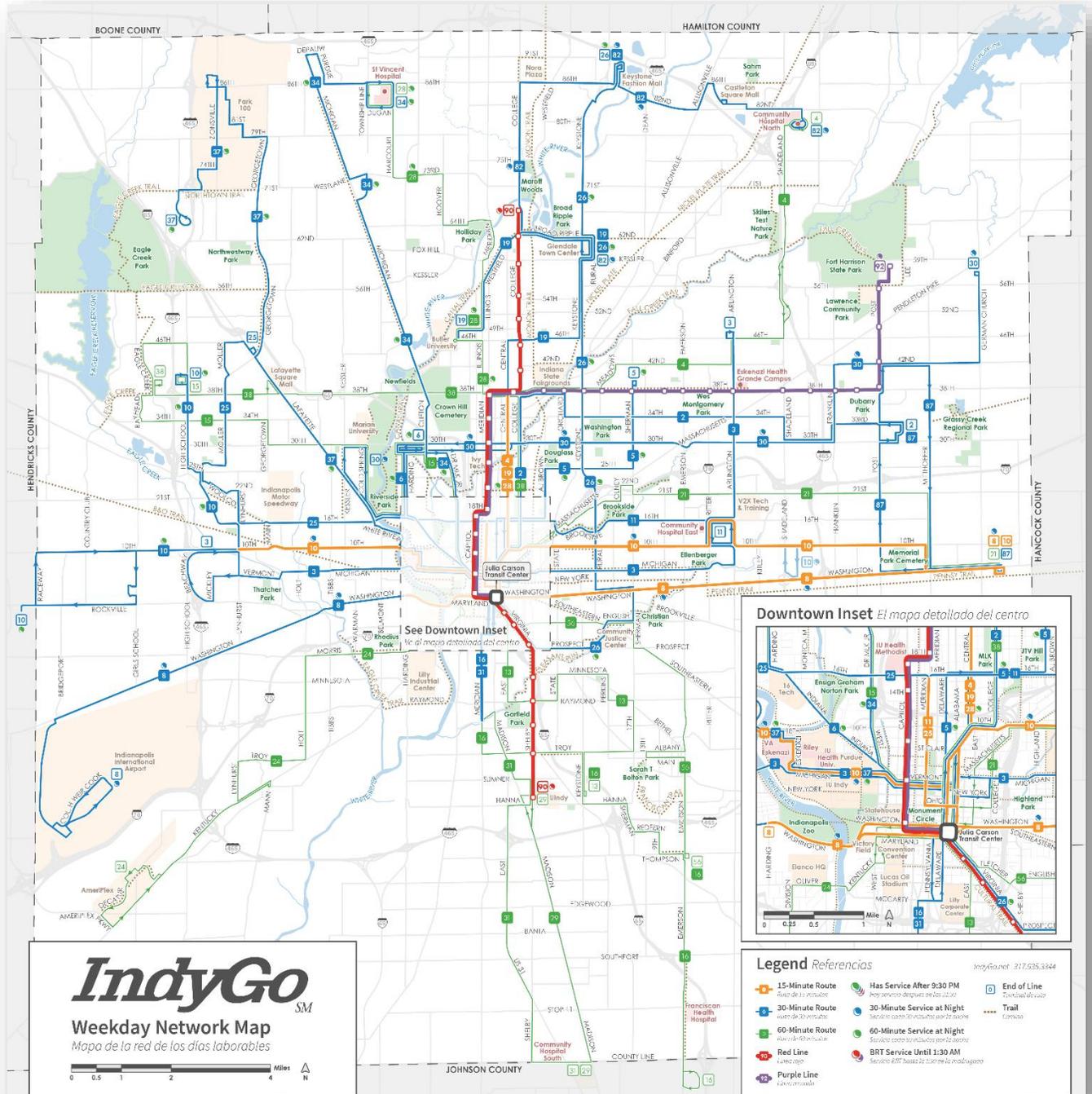
## Appendices

### Appendix A- Organizational Chart

Below is a scaled-back version of the Indianapolis Public Transportation Corporation Organizational Chart showing the CEO and Executive Team. The full version is with the Department of People/Human Resources and is available upon request.



Appendix B- IndyGo System Map



**IndyGo**  
SM  
**Weekday Network Map**  
Mapa de la red de los días laborables

**Legend Referencias** IndyGo.net 317.635.3344

- 15-Minute Route  
Ruta de 15 minutos
- 30-Minute Route  
Ruta de 30 minutos
- 60-Minute Route  
Ruta de 60 minutos
- Red Line  
Línea roja
- Purple Line  
Línea morada
- Has Service After 9:30 PM  
Proporciona servicio después de las 9:30
- 30-Minute Service at Night  
Servicio de 30 minutos por la noche
- 60-Minute Service at Night  
Servicio de 60 minutos por la noche
- Red Line until 1:30 AM  
Servicio de línea roja hasta las 1:30 a.m.
- Purple Line until 1:30 AM  
Servicio de línea morada hasta las 1:30 a.m.
- End of Line  
Terminal de línea
- Trail  
Caminata

WARNING: THIS RECORD CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER 49 CFR PARTS 15 AND 1520. NO PART OF THIS RECORD MAY BE DISCLOSED TO PERSONS WITHOUT A "NEED TO KNOW," AS DEFINED IN 49 CFR PARTS 15 AND 1520, EXCEPT WITH THE WRITTEN PERMISSION FROM INDYGO'S RISK AND SAFETY DIRECTOR. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION.  
INDYGO RISK AND SAFETY PUBLIC TRANSPORTATION AGENCY SAFETY PLAN VERSION 009

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Date of Memo: February 10, 2026  
Board Meeting: February 19, 2026

**BOARD MEMORANDUM**

**TO:** Indianapolis Public Transportation Corporation (IPTC) Board of Directors  
**THROUGH:** President and CEO Jennifer Pyrz  
**FROM:** Chief Information Officer Marcus Burnside  
**SUBJECT:** Consideration and approval of Avail Technologies contract

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**ACTION ITEM A – 6**

**RECOMMENDATION:**

It is recommended that the Board of Directors authorize the President and Chief Executive Officer to approve a five-year contract with Avail Technologies, Inc., for cloud hosting, equipment maintenance, and vehicle location management in an amount not to exceed \$2,146,637.

**BACKGROUND:**

In February 2018, IPTC awarded Avail Technologies to replace the then end-of-life CAD/AVL (Computer-Aided Dispatch / Automatic Vehicle Location) platform. Avail Technologies CAD/AVL system connects vehicles with their back-office scheduling and dispatching software. It automatically collects vital data dispatchers use, such as bus GPS locations, schedule adherence status, breakdowns, and emergencies. It also integrates with our system to pass essential information to in-vehicle peripherals (head signs, annunciators, etc.) and passenger information systems (website and mobile applications). In December 2022, IPTC amended the contract to add performance enhancements, cloud hosting and yard management for our fleet.

**DISCUSSION:**

The Avail Technologies CAD/AVL contract continues through February 28, 2026. A full fleet replacement with another CAD/AVL vendor will cost an estimated \$10 to \$12 million based on current market pricing and operational requirements; therefore, IPTC has opted to enter into a new contract with Avail Technologies. This procurement will allow IPTC to purchase licensing, equipment, maintenance, support, and cloud hosting services for its production environment from March 1, 2026, to February 28, 2031.

The enterprise licensing for Avail Technologies will include the following modules during the contract term:

- All current licenses from original contract, including all additions from enhancement contract
- Full Fixed Route Navigation adherence – in-vehicle audible/visual turn-by-turn alerts for all routes, not just detours.
- Avail 360 – open data feed connector to pull data from our system to interface into other systems and BI tools in use at IndyGo.
- Hi- Density AVL – increases GPS reporting rate down from current 15 seconds to sub-5 seconds. This will improve data collection, dispatch accuracy, and real-time passenger information predictions.
- myStop will include "Service Desk and See Something Say Something" – this would improve the current website integration, mobile app, texting, and add "See Something Say Something" with direct feedback into IndyGo.

- Annual “System Health” visit from a subject matter expert (SME) that will work with IndyGo to maximize benefit from myAvail and expand internal knowledge at IndyGo.
- Annual Training/Adoption visit from a certified myAvail trainer who will conduct onsite adoption training following our included upgrades and remote training.
- Includes Avail's Annual Engage Conference admissions at no charge.
- Discounted equipment replacement.

**FISCAL IMPACT:**

This project will be funded from the Information Technology operating budget. The cost for Avail Technologies products and services will be \$406,891 for FY2026, \$417,778 for FY2027, \$428,991 for FY2028, \$440,541 for FY2029, and \$452,437 for FY2030, all totaling \$2,146,637.

**DBE/XBE DECLARATION:**

There are no XBE participation for this procurement because there are no certified firms and no subcontracting opportunities.

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Date of Memo: February 10, 2026  
Board Meeting: February 19, 2026

**BOARD MEMORANDUM**

**TO:** Indianapolis Public Transportation Corporation (IPTC) Board of Directors  
**THROUGH:** President and CEO Jennifer Pyrz  
**FROM:** Chief Information Officer Marcus Burnside  
**SUBJECT:** Consideration and approval of Microsoft 365 licensing purchase

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**ACTION ITEM A – 7**

**RECOMMENDATION:**

It is recommended that the Board of Directors authorize the President and Chief Executive Officer to enter into a purchase agreement to renew our annual Microsoft 365 Licensing with Dell Marketing, LLC in an amount not to exceed \$124,579.

**BACKGROUND:**

IPTC utilizes a Microsoft Enterprise Agreement (EA) for Microsoft products, including Microsoft Office (Word, Excel, PowerPoint, etc.), multifactor authentication, SharePoint, Office 365 cloud-based email, Windows Server, and Azure Cloud Instance. The purpose of establishing a Microsoft EA for software licensing is to lock in the cost of subscription licenses over three years without inflation if there are no changes in the product license, such as license replacement or obsolescence. The benefits include IndyGo would not pay for any license listed in the Microsoft EA for more than the stated price during the renewal term, and IndyGo would benefit from decreases in subscription licenses during the term. If the cost per license decreases or increases, the annual costs will reflect those changes.

**DISCUSSION:**

In February 2026, IPTC entered into a purchase agreement with Dell Marketing LLC through Omnia Partners Contract # 01-143 for Microsoft licensing. This purchase allowed IPTC to maintain fixed pricing through March 31, 2027. Additionally, this Microsoft licensing renewal does not include Microsoft Dynamics 365 (D365).

**FISCAL IMPACT:**

This project will be funded by the Information Technology operating budget. Microsoft Office 365 licensing cost \$118,095 in FY2023, \$119,690 in FY2024 and \$123,809 in FY2025. The Microsoft licensing price for FY2026 is \$124,579 based on the fixed pricing negotiated in the current Microsoft EA. The cost increase for FY2026 is due to a change from Microsoft that replaced current licensing with a new higher-cost product.

**DBE/XBE DECLARATION:**

This software licensing renewal was completed using local funds as a special procurement request; therefore, XBE participation is not available for this procurement.

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Date of Memo:  
Board Meeting:

February 2, 2026  
February 19, 2026

**BOARD MEMORANDUM**

**TO:** Indianapolis Public Transportation Corporation (IPTC) Board of Directors  
**THROUGH:** President and CEO Jennifer Pyrz  
**FROM:** Senior Project Manager Sarah Stentz  
**SUBJECT:** Consideration and approval of license renewal for construction program and project management software platform, e-Builder / Unity Construct

---

**ACTION ITEM A – 8**

**RECOMMENDATION:**

It is recommended that the Board of Directors authorize the President and Chief Executive Officer to execute a one-year renewal contract with e-Builder for the continued use of their construction and project management software in an amount not to exceed \$220,500.

**BACKGROUND:**

A cloud-based software-as-a-service platform, e-Builder was developed for and is used throughout the construction industry for project documentation and control purposes. Due in large part to the robust nature of our capital investment program, it has become a cornerstone of IPTC’s project management practices in that it helps to ensure that all change management, invoice and pay application review/approval, and reporting processes are handled appropriately. Additionally, e-Builder is the repository for all field inspection reports, contracts, and other critical design drawings and construction documents. The visibility that it offers to everyone involved in these open processes ensures that things don’t get missed.

The e-Builder platform is currently being used to manage documents and processes on all BRT projects as well as most of our roadway and capital facility projects. IPTC’s license allows for unlimited users across unlimited organizations, including consultants and contractors, to use the same platform for document submittals, reviews, and approvals, and for secure file sharing.

**DISCUSSION:**

In 2017, IPTC selected e-Builder as its construction program and project management software platform provider following its competitive procurement process (RFP 16-12-247). The selection at that time was based on cost, global system and software capabilities, implementation timeline, and maintenance requirements. The original annual cost with implementation was \$113,564.

While the cost to renew the program has increased by 94% in the past 9 years, the renewal price is based off the annual capital program of an agency. Last year’s renewal did not consider the cost of Blue Line construction which is the main reason for the large jump from last year’s \$150,000 fee to this year’s cost. In addition, over the past two years the original eBuilder program IPTC contracted with was purchased by Trimble and rebranded as Unity Construct. Their new ownership has kept much of the original functionality with several new features which include a mobile app for use in the field if desired. With this change, a new structure in program cost has been implemented as well.

By keeping this same program year after year IPTC has been able to leverage it to meet several other interagency needs. Since its initial implementation, we've expanded the use of the program to all road projects and facilities projects. In addition, the program is used to help manage contractor badging needs as well as administrative planning for our annual capital budget.

Additionally, the continuity across projects allows IPTC to set a standard for our vendors with the ability to better manage change management, invoices and pay application review/approval, and reporting processes. This uniform use is the reason staff have continued to seek renewal of the annual license. Current projection for this continued need is through the final construction and close-out of the Blue Line Bus Rapid Transit project in 2029.

Throughout 2025, IPTC staff met internally, and with the vendor, to ensure we are getting the best value for the cost now. During that same time, IPTC staff began the process of determining how it will reduce reliance on the platform by moving workflows and document storage to other agency software solutions that are often only accessible to IPTC staff. This conversation will continue throughout this year as well.

**FISCAL IMPACT:**

This is funded with approved, budgeted operating funds, as part of the fiscal year 2026 budget appropriation.

**XBE / DBE DECLARATION:**

This software licensing renewal was completed using local funds as a special procurement request; therefore, XBE participation is not available for this procurement.

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Date of Memo: February 10, 2026  
Board Meeting: February 19, 2026

**BOARD MEMORANDUM**

**TO:** Indianapolis Public Transportation Corporation (IPTC) Board of Directors  
**THROUGH:** President and CEO Jennifer Pyrz  
**FROM:** Director of Capital Projects Matt Duffy  
**SUBJECT:** Consideration and approval of an Interlocal Cooperation Agreement with the City of Indianapolis Department of Public Works for the West Washington Street project

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**ACTION ITEM A – 9**

**RECOMMENDATION:**

It is recommended that the Board of Directors authorize the President and CEO to execute an Interlocal Cooperation Agreement (ICA) with the City of Indianapolis Department of Public Works (DPW) to define the terms for coordination of IPTC’s Blue Line project with DPW’s West Washington Street project that includes a contribution of \$6,000,000.

**BACKGROUND:**

The Blue Line was initially planned to operate on West Washington Street between the Town of Cumberland and High School Road. However, as plans and cost estimates evolved, the segment west of Holt Road was moved off Washington Street and onto I-70. This change meant that infrastructure upgrades west of Holt Road such as pavement rehabilitation, stormwater drainage and sidewalks would no longer be undertaken as part of the Blue Line project but would be constructed as a part of a separate project led by DPW. These two projects are generally independent of each other, with Holt Road as the dividing line between the two. The exception to this is a stormwater trunkline and outfall to Eagle Creek, which are a component of the West Washington Street project, but extend into the Blue Line construction limits.

**DISCUSSION:**

To maximize construction and schedule efficiencies, both parties agree that the Blue Line’s Package A contractor will lead construction of the stormwater trunkline and outfall to Eagle Creek where it falls within the Blue Line limits: from Holt Road to the Eagle Creek outfall (“Trunkline”).

The ICA includes provisions covering design responsibility, coordination, construction phase obligations, and change management and inspection responsibilities for the Trunkline construction. The ICA also establishes IPTC’s contribution of \$6,000,000. This contribution will go towards the Trunkline (including design and inspection services) with the remainder going towards DPW’s West Washington Street project, specifically its transit-supportive elements such as sidewalks, curb ramps and crosswalks.

It is anticipated that the Trunkline work on the Blue Line will begin this year, and DPW’s West Washington Street project will begin construction in 2027.

**FISCAL IMPACT:**

This work will be funded from the local funds portion of the Blue Line BRT project contingency budget.

**DBE/XBE DECLARATION:**

Although DBE/XBE participation is not required for the ICA, the Blue Line Package A goal remains at 10.5% DBE participation.

*Figure 1: Blue Line and West Washington Street Project Overlap*



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Date of Memo: February 12, 2026  
Board Meeting: February 19, 2025

**BOARD MEMORANDUM**

**TO:** Indianapolis Public Transportation Corporation (IPTC) Board of Directors  
**THROUGH:** President and Chief Executive Officer Jennifer Pyrz  
**FROM:** Director of Compensation and Benefits, Cirsten Secret  
**SUBJECT:** Consideration and adoption of Resolution Number 2026-03 approving and ratifying the updated IPTC Cafeteria Plan

---

**ACTION ITEM A – 10**

**RECOMMENDATION:**

IPTC staff recommends that the Board of Directors adopt Resolution Number 2026-03 approving and ratifying updates to the corporation’s Cafeteria Plan effective January 1, 2026.

**BACKGROUND:**

Effective January 1, 2020, IPTC established the Indianapolis Public Transportation Corporation DBA IndyGo Cafeteria Plan pursuant to Section 125 of the Internal Revenue Code of 1986 to allow IPTC employees to choose among different types of benefits based on their own particular goals, desires and needs (the “Plan”). Pursuant to the Plan, employees may contribute to flexible spending accounts and dependent care flexible spending accounts from their paycheck on a pre-tax basis to pay for items such as prescription medicines and childcare costs. The Plan is required by law to be updated on a periodic basis, as well as whenever needed to reflect current Internal Revenue Service (IRS) regulations and changes in law.

**DISCUSSION:**

IPTC needs to amend the Plan to reflect changes to the employee contribution limits to flexible spending accounts allowed by the IRS effective January 1, 2026. The amended and updated Plan must be approved by the Board by resolution. The amended Plan and a Summary Plan Description are attached to proposed Resolution Number 2026-03 as Exhibits A and B thereto, respectively.

**FISCAL IMPACT:**

The changes to the Plan do not affect IPTC’s costs and any costs associated with offering and maintaining the Plan are included in the budget of the Department of People.

**DBE/XBE DECLARATION:**

There is no DBE or XBE participation because there are no subcontracting opportunities.

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**INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION  
BOARD OF DIRECTORS**

**RESOLUTION NO. 2026-03**

A RESOLUTION of the Board of Directors of the Indianapolis Public Transportation Corporation (IPTC) approving and ratifying the corporation's updated cafeteria plan, to wit:

WHEREAS, IPTC is an Indiana municipal corporation created pursuant to Ind. Code § 36-9-4-1 et seq. and Revised Code of Indianapolis and Marion County § 116-402 to operate and maintain an urban mass transportation system (the "System") to serve Indianapolis for the welfare of the general public, to expand the economic and social opportunities available to its residents, and to render adequate service essential to relieve traffic congestion which would otherwise prevent the rapid and efficient movement of persons and goods in and about the city; and

WHEREAS, the IPTC Board of Directors (the "Board") is charged with the management of IPTC and is authorized to exercise the executive and legislative powers of the corporation pursuant to Ind. Code §§ 36-9-4-2, -14 and -29; and

WHEREAS, effective January 1, 2020, IPTC established the Indianapolis Public Transportation Corporation DBA IndyGo Cafeteria Plan pursuant to Section 125 of the Internal Revenue Code of 1986 to allow IPTC employees to choose among different types of benefits based on their own particular goals, desires, and needs (the "Plan"); and

WHEREAS, the Plan is required by law to be updated periodically or as needed to reflect current Internal Revenue Service (IRS) regulations and legal changes; and

WHEREAS, IPTC has updated the Plan to reflect changes to the employee contribution limits to flexible spending accounts allowed by the IRS effective January 1, 2026; and

WHEREAS, the updated Plan requires the approval of the IPTC Board of Directors.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION THAT:

Section 1. True and accurate copies of the Indianapolis Public Transportation Corporation DBA IndyGo Cafeteria Plan as amended and restated, and the Summary Plan Description, are attached to this Resolution as Exhibit A and Exhibit B, respectfully.

Section 2. The form of the amended Cafeteria Plan including a Health Flexible Spending Account and Dependent Care Flexible Spending Account effective January 1, 2026, is hereby approved, adopted, and ratified.

Section 3. IPTC's Chief Executive Officer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan as amended and restated.

Section 4. This Resolution shall be in full force and effect from and after its adoption by the Board.

Section 5. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of any such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

ADOPTED by the Board of Directors of the Indianapolis Public Transportation Corporation on this 19th day of February 2026.

BOARD OF DIRECTORS  
INDIANAPOLIS PUBLIC  
TRANSPORTATION CORPORATION

By: \_\_\_\_\_  
Gregory F. Hahn, Board Chair

ATTEST:

By: \_\_\_\_\_  
Robert M. Frye, Chief Legal Officer

**EXHIBIT A**

**2026 Indianapolis Public Transportation Corporation DBA IndyGo Cafeteria Plan**

**INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION  
DBA INDYGO  
CAFETERIA PLAN**

**AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR  
HRPRO**

**INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION  
DBA INDYGO  
CAFETERIA PLAN**

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**INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION  
DBA INDYGO  
CAFETERIA PLAN**

**INTRODUCTION**

The Employer has amended this Plan effective 01/01/2026, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on 01/01/2020. The Plan shall be known as Indianapolis Public Transportation Corporation DBA IndyGo Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I  
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)). Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order under ERISA Sec. 609 shall be considered a Dependent under this Plan.

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means 01/01/2020.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Indianapolis Public Transportation Corporation and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.15 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.16 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.17 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.18 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.19 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.20 **"Plan"** means this instrument, including all amendments thereto.

1.21 **"Plan Year"** means the 12-month period beginning 01/01 and ending 12/31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.22 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.23 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.24 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.25 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.26 **"Spouse"** means spouse as determined under Federal law.

## ARTICLE II PARTICIPATION

### 2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

## 2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

## 2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

## 2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

## 2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 60 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

## 2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

# ARTICLE III CONTRIBUTIONS TO THE PLAN

## 3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

### 3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

### 3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

### 3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

## ARTICLE IV BENEFITS

### 4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Insurance Premium Payment Plan
  - (i) Health Insurance Benefit

### 4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

### 4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

### 4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

### ARTICLE V PARTICIPANT ELECTIONS

#### 5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

#### 5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

#### 5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

#### 5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for

coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel or reduce accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

## ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

### 6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

### 6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;

- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### 6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof, excluding any carryover) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

### 6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is the statutory amount under Code Section 125(i), as adjusted for increases in the cost of living. The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

(c) **Carryover.** A Participant in the Health Flexible Spending Account may roll over unused amounts in the Health Flexible Spending Account remaining at the end of one Plan Year to the immediately following Plan Year, up to 20% of the statutory amount under Code Section 125(i), as adjusted for increases in the cost of living. The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. These amounts can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirection contributions for the Plan Year to which they are carried over. Unused amounts are those remaining after expenses have been reimbursed during the runout period. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Amounts in excess will be forfeited. The Plan is allowed, but not required, to treat claims as being paid first from the current year amounts, then from the carryover amounts.

### 6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of

the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

## 6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 60 days after termination of employment.

## 6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs as allowed under law or IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

## 6.9 QUALIFIED RESERVIST DISTRIBUTIONS

(a) **Qualified Reservist Distribution.** A Participant may request a Qualified Reservist Distribution, provided the following provisions are satisfied. "Qualified Reservist Distribution" means any distribution to a Participant of all or a portion of the balance in the Participant's Health Flexible Spending Account if:

- (1) Such Participant was an individual who was (by reason of being a member of a reserve component (as defined in Section 101 of Title 37, United States Code)) ordered or called to active duty for a period of 180 days or more or for an indefinite period.
- (2) A Participant may have been called prior to June 18, 2008, provided the individual's active duty continues after June 18, 2008 and the period of duty complies with subsection (a).
- (3) The distribution is made during the period beginning on the date of the order or call that applies to the Participant and ending on the last day of the Plan Year which includes the date of such order or call.
- (4) The Qualified Reservist Distribution option is offered to all Participants who qualify under this Article.
- (5) Qualified Reservist Distributions may only be made if the Participant is ordered or called to active duty, not the Participant's spouse or dependents.
- (6) Under Section 101 of the Title 37 of the United States Code, "reserve component" means: (1) the Army National Guard, (2) the Army Reserve, (3) the Navy Reserve, (4) the Marine Corps Reserve, (5) the Air National Guard, (6) the Air Force Reserve, (7) the Coast Guard Reserve, or (8) the Reserve Corps of the Public Health Service.

(b) **Conditions:** The following conditions apply:

- (1) The Employer must receive a copy of the order or call to active duty and may rely on the order or call to determine the period that the Participant has been ordered or called to duty.
- (2) Eligibility for a Qualified Reservist Distribution is not affected if the order or call is for 180 days or more or is indefinite, but the actual period of active duty is less than 180 days or is changed otherwise from the order or call.
- (3) If the original order is less than 180 days, then no Qualified Reservist Distribution is allowed. However, if subsequent calls or orders increase the total days of active duty to 180 or more, then a Qualified Reservist Distribution will be allowed.

(c) **Amount:** The amount a Participant may be reimbursed from the Health Flexible Spending Account is the amount contributed by the Participant to the Health Flexible Spending Account as of the date of the distribution request, less any reimbursements received as of the date of the distribution request.

(d) **Procedure.** The Employer must specify a process for requesting the distribution. The Employer may limit the number of distributions processed for a Participant to 1 per Plan Year. The distribution request must be made on or after the call or order and before the last day of the Plan Year. The QRD shall be paid within a reasonable time but in no event more than 60 days after the date of the request.

(e) **Claims.** Claims incurred prior to the date of the request of the distribution shall be paid as any other claim. Claims incurred after the date of the distribution shall be paid on submission as any other claim.

## ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

### 7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

### 7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

### 7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

### 7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

### 7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

### 7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

### 7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

### 7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

### 7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$7,500 (\$3,750 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

### 7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

**7.11 COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

**7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS**

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that
    - (i) he or she is incapacitated, or
    - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 60 days after termination of employment.

**7.13 DEBIT AND CREDIT CARDS**

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

- (a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.
- (b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be

automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

## ARTICLE VIII BENEFITS AND RIGHTS

### 8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Dependent Care Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account Benefits shall be made to the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 60 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Health FSA claims.** If a Participant fails to submit a claim under the Health Flexible Spending Account within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement must be submitted within 60 days after termination of employment. Once a claim is submitted, the following timetable for claims and rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the Claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

- (1) The specific reason or reasons for the denial.
- (2) Reference to the specific Plan provisions on which the denial was based.
- (3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action under Section 502 of ERISA following a denial on review.
- (5) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.
- (6) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When the Participant receives a denial, the Participant shall have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

- (1) was relied upon in making the claim determination;
- (2) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (3) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (4) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

(f) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account (excluding any carryover) or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is

applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

## **8.2 APPLICATION OF BENEFIT PLAN SURPLUS**

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan (excepting any carryover); nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

## **8.3 NAMED FIDUCIARY**

The Administrator shall be the named fiduciary pursuant to ERISA Section 402 and shall be responsible for the management and control of the operation and administration of the Plan.

## **8.4 GENERAL FIDUCIARY RESPONSIBILITIES**

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

(a) for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;

(b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and

(c) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

## **8.5 NONASSIGNABILITY OF RIGHTS**

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

# **ARTICLE IX ADMINISTRATION**

## **9.1 PLAN ADMINISTRATION**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Act, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and
- (i) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

## **9.2 EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

## **9.3 PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

## **9.4 INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

## **9.5 INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees

and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE X  
AMENDMENT OR TERMINATION OF PLAN**

**10.1 AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

**10.2 TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

**ARTICLE XI  
MISCELLANEOUS**

**11.1 PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

**11.2 GENDER, NUMBER AND TENSE**

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

**11.3 WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

**11.4 EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

**11.5 PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

**11.6 ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

## 11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

## 11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

## 11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

## 11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

## 11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Indiana.

## 11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

## 11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

## 11.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

## 11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

#### 11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

#### 11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

#### 11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

#### 11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

#### 11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

#### 11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

#### 11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

#### 11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_.

Indianapolis Public Transportation Corporation

By \_\_\_\_\_  
EMPLOYER

<sup>Initial</sup>  
lt

**EXHIBIT B**

**Summary Plan Description  
of the  
2026 Indianapolis Public Transportation Corporation DBA IndyGo Cafeteria Plan**

**INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION  
DBA INDYGO  
CAFETERIA PLAN**

**SUMMARY PLAN DESCRIPTION**

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**XI  
SUMMARY**

**INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION  
DBA INDYGO  
CAFETERIA PLAN**

**INTRODUCTION**

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I  
ELIGIBILITY**

**1. When can I become a participant in the Plan?**

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Plan.

**2. What are the eligibility requirements for our Plan?**

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

**3. When is my entry date?**

You can join the Plan on the same day you can enter our group medical plan.

**4. What must I do to enroll in the Plan?**

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for a portion of the benefits you have elected.

**II  
OPERATION**

**1. How does this Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. Also, we will make additional Employer contributions to the Plan that you

may use to increase the amounts used to pay benefits. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

### **III CONTRIBUTIONS**

#### **1. How much of my pay may the Employer redirect?**

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan after application of the Employer Contribution. These amounts will be deducted from your pay over the course of the year.

#### **2. How much will the Employer contribute each year?**

We may contribute a discretionary amount which we will determine prior to the beginning of each Plan Year. This contribution can be used for any benefit in the Plan and will be made on a pro rata basis during the year. If you elect not to participate, the Employer will not contribute to the Plan on your behalf.

#### **3. What happens to contributions made to the Plan?**

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

#### **4. When must I decide which accounts I want to use?**

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

#### **5. When is the election period for our Plan?**

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

#### **6. May I change my elections during the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make

corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

## **7. May I make new elections in future Plan Years?**

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year.

## **IV BENEFITS**

### **1. Health Flexible Spending Account**

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may not be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

For 2026, the most you can contribute is \$3,400. After 2026, the dollar limit may increase for cost of living adjustments. In addition, for 2026 you will be eligible to carryover amounts left in your Health Flexible Spending Account, up to \$680. This means that amounts you do not use during a Plan Year can be carried over to the next Plan Year and used for expenses incurred in the next Plan Year. After 2026, the carryover dollar limit may increase for cost of living adjustments.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

**Newborns' and Mothers' Health Protection Act:** Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

**Women's Health and Cancer Rights Act:** This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

## 2. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan. We will also provide you with a debit or credit card to use to pay for dependent care expenses. The Administrator will provide you with further details.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$7,500 (if you are married filing a joint return or you are head of a household) or \$3,750 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

## 3. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

## V BENEFIT PAYMENTS

### 1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

**2. What happens if I don't spend all Plan contributions during the Plan Year?**

Any monies left at the end of the Plan Year will be forfeited, except for amounts that can be carried over into the next Plan Year for the Health Flexible Spending Account. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

**3. Family and Medical Leave Act (FMLA)**

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

**4. Uniformed Services Employment and Reemployment Rights Act (USERRA)**

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

**5. What happens if I terminate employment?**

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred prior to your date of termination from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection and Employer contributions will be made on your behalf after you terminate. You must submit claims within 60 days after termination.
- (c) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection and Employer contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

**6. Will my Social Security benefits be affected?**

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

**7. Qualified Reservist Distributions**

If you are a member of a reserve unit and if you are ordered or called to active duty, then you may request a Qualified Reservist Distribution (QRD). A Qualified Reservist Distribution is a distribution of all or a portion of the amounts remaining in your Health Flexible Spending Account. You can only request this distribution if you are called to active duty for a period of 180 days or more or for an indefinite period. The distribution must be made during the period beginning on the date of the call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of the call.

You can receive the amount you have actually contributed minus any reimbursements you have already received (or are in process). The amount you request may be adjusted if needed to conform with your actual account balance. You must request the QRD before the last day of the Plan Year. You can only request 1 QRDs for a Plan Year.

## **VI HIGHLY COMPENSATED AND KEY EMPLOYEES**

### **1. Do limitations apply to highly compensated employees?**

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

## **VII PLAN ACCOUNTING**

### **1. Periodic Statements**

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

## **VIII GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

### **1. General Plan Information**

Indianapolis Public Transportation Corporation DBA IndyGo Cafeteria Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on 01/01/2026. Your Plan was originally effective on 01/01/2020.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on 01/01 and ends on 12/31.

### **2. Employer Information**

Your Employer's name, address, and identification number are:

Indianapolis Public Transportation Corporation  
1501 W. Washington St.  
Indianapolis, Indiana 46222  
35-1324569

### **3. Plan Administrator Information**

The name, address and business telephone number of your Plan's Administrator are:

Indianapolis Public Transportation Corporation  
1501 W. Washington St.  
Indianapolis, Indiana 46222  
317-614-9209

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

#### 4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Indianapolis Public Transportation Corporation  
1501 W. Washington St.  
Indianapolis, Indiana 46222

#### 5. Type of Administration

The type of Administration is Employer Administration.

#### 6. Claims Submission

Claims for expenses should be submitted to:

HRPro  
1025 North Campbell Road  
Royal Oak, Michigan 48067

### IX ADDITIONAL PLAN INFORMATION

#### 1. Your Rights Under ERISA

Plan Participants, eligible employees and all other employees of the Employer may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. For those benefits subject to ERISA, these laws provide that Participants, eligible employees and all other employees are entitled to:

- (a) examine, without charge, at the Administrator's office, all Plan documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration;
- (b) obtain copies of all Plan documents and other Plan information upon written request to the Administrator. The Administrator may charge a reasonable fee for the copies;
- (c) continue health coverage for a Participant, Spouse, or other dependents if there is a loss of coverage under the Plan as a result of a qualifying event. Employees or dependents may have to pay for such coverage; and
- (d) review this summary plan description and the documents governing the plan on the rules governing COBRA continuation rights.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the best interest of you and other Plan Participants.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may request the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement, or about your rights under ERISA or the Health Insurance Portability and Accountability Act (HIPAA) or if you need assistance in obtaining documents from the Administrator, you should contact either the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) or visit the EBSA website at [www.dol.gov/ebsa/](http://www.dol.gov/ebsa/). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**2. Claims Process**

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within 60 days after your termination of employment. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Dependent Care Flexible Spending Account claims within 60 days after your termination of employment. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

In the case of a claim for medical expenses under the Health Flexible Spending Account, the following timetable for claims applies:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information to process the claim:	
Notification to Participant	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

- (a) The specific reason or reasons for the denial;
- (b) Reference to the specific Plan provisions on which the denial was based;
- (c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502 of ERISA following a denial on review;
- (e) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and
- (f) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision. You may submit written comments, documents, records, and other information relating to the claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a claim if it:

- (a) was relied upon in making the claim determination;
- (b) was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
- (c) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- (d) constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

### **3. Qualified Medical Child Support Order**

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

## **X**

### **CONTINUATION COVERAGE RIGHTS UNDER COBRA**

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

#### **1. What is COBRA continuation coverage?**

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

#### **2. Who can become a Qualified Beneficiary?**

In general, a Qualified Beneficiary can be:

- (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure

to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

### 3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

### 4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

- **Premiums:** This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.

- **Provider Networks:** If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- **Drug Formularies:** For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- **Severance payments:** If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- **Medicare Eligibility:** You should be aware of how COBRA coverage coordinates with Medicare eligibility. If you are eligible for Medicare at the time of the Qualifying Event, or if you will become eligible soon after the Qualifying Event, you should know that you have 8 months to enroll in Medicare after your employment –related health coverage ends. Electing COBRA coverage does not extend this 8-month period. For more information, see [medicare.gov/sign-up-change-plan](http://medicare.gov/sign-up-change-plan).
- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

**Are there other coverage options besides COBRA Continuation Coverage?** Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for Qualified Beneficiaries through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

#### 5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

#### 6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, as extended by the Trade Preferences Extension Act of 2015, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information about the special second election period. If continuation coverage is elected under this extension, it will not become effective prior to the beginning of this special second election period.

#### 7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or

- (d) entitlement of the employee to any part of Medicare.

**IMPORTANT:**

**For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.**

***NOTICE PROCEDURES:***

Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Indianapolis Public Transportation Corporation  
1501 W. Washington St.  
Indianapolis, Indiana 46222

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include a **copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives ***timely notice*** that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

**8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

**9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?**

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage.

**10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?**

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.

(d) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).

(e) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:

(1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

(2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

#### **11. What are the maximum coverage periods for COBRA continuation coverage?**

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

(a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.

(b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:

(1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or

(2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

(d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

#### **12. Under what circumstances can the maximum coverage period be expanded?**

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

#### **13. How does a Qualified Beneficiary become entitled to a disability extension?**

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

#### **14. Does the Plan require payment for COBRA continuation coverage?**

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will

inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

**15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?**

Yes. The Plan is also permitted to allow for payment at other intervals.

**16. What is Timely Payment for COBRA continuation coverage?**

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

**17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?**

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

**18. How is my participation in the Health Flexible Spending Account affected?**

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money including any carryover amounts than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

**IF YOU HAVE QUESTIONS**

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

**KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

**XI  
SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.



ADOPTING RESOLUTION

The undersigned authorized representative of Indianapolis Public Transportation Corporation (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on \_\_\_\_\_, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Health Flexible Spending Account and Dependent Care Flexible Spending Account effective 01/01/2026, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Indianapolis Public Transportation Corporation DBA IndyGo Cafeteria Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

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

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print name/title]

Initial  
LT

## Certificate Of Completion

Envelope Id: 1874CC19-CD25-418C-8FAD-EAC4C14F7EBD

Status: Sent

Subject: Complete with Docusign: HRPro Plan Docs

Source Envelope:

Document Pages: 46

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 2

Justin Fulford

AutoNav: Enabled

1501 W. Washington Street

Envelopeld Stamping: Enabled

Indianapolis, IN 46222

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jfulford@indygo.net

IP Address: 216.57.157.146

## Record Tracking

Status: Original

Holder: Justin Fulford

Location: DocuSign

1/23/2026 6:25:44 AM

jfulford@indygo.net

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Indianapolis Public Transportation Corporation Location: Docusign (IndyGo)

## Signer Events

## Signature

## Timestamp

Lakesha Triggs

Initial

Sent: 1/23/2026 6:35:25 AM

lakesha.triggs@indygo.net

Viewed: 1/23/2026 6:40:13 AM

Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style

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Accepted: 1/23/2026 6:40:13 AM

ID: b09e4fd5-349f-4bba-ab7d-764847c18084

Robert Frye

Sent: 1/23/2026 6:40:46 AM

robert.frye@indygo.net

Viewed: 1/23/2026 8:14:54 AM

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Accepted: 1/6/2025 8:13:42 AM

ID: caf921bd-2ab9-4f7e-a58a-c4251bb65f82

Bart Brown

bbrown@indygo.net

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Accepted: 1/22/2026 8:19:46 AM

ID: 4eb49744-429c-4266-81f9-eb69f29a91f1

Jennifer Pyrz

jennifer.pyrz@indygo.net

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Accepted: 1/6/2025 8:48:56 AM

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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Terri Clay terri.clay@indygo.net Sr. Director of Procurement • Finance Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 1/23/2026 6:35:24 AM
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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- ii. send us an email to [procurement@indygo.net](mailto:procurement@indygo.net) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Indianapolis Public Transportation Corporation (IndyGo) as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Indianapolis Public Transportation Corporation (IndyGo) during the course of your relationship with Indianapolis Public Transportation Corporation (IndyGo).

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## Information Update – December 2025 Financials Summary

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**To:** Chair and Board of Directors  
**Through:** CEO Jennifer Pyrz  
**From:** Justin Burcope, Interim CFO and Andrea Carroccia, Budget Manager  
**Date:** February, 19 2026

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### Revenue

- Federal Assistance Revenue came in under budget for the month by \$710,265 (-58.02%). All Preventive Maintenance reimbursements have been received for the year. The remainder of reimbursement remaining are for ADA and paratransit operations. YTD this revenue is under budget by \$205,605 (-1.4%)
- Other Operating revenue category is under budget by \$31,665 (-11.2%) for the month. YTD for this revenue is over budget by \$4,567,787 (134.59%).
- The passenger service revenue is under budget by \$78,252 (-15.85%) for the month. For the year passenger service revenue is under budget by \$420,376 (-7.09%).
- PMTF Grant has been received for the year. Total received is \$11,369,828, which is the exact budget for 2025.
- Property Tax Revenue came in under budget for the month of December by \$634,228 (-18.42%). YTD it is over budget by \$1,346,794 (3.26%).
- In December Local Income Tax came in at budget for the month and YTD.
- The Service Reimbursement Program revenue was on budget for the month and is on budget for the year.

*The Total Revenue for the agency is under budget by \$1,454,411 (-15.24%) for the month of December. YTD Total Revenue is over budget by \$5,288,597 (4.2%).*

### Expenditures

#### I) Personal Services

- Fringe Benefits are under budget for the month by \$330,746 (-18.2%). YTD it is under budget by \$5,045,618 (-21.3%).
- Overtime expenses were over budget by \$147,448 (44.45%) for the month. For the year this category is over budget by \$2,041,938 (47.4%).
- December Salary expenses are under budget by \$1,067,243 (-25%) for the month. YTD it is under budget by \$5,278,520 (-9.5%)

*The Personal Services category is under budget by \$1,250,541 (-19.5%) for the month of December. It is under budget for the year by \$8,282,200 (-9.9%)*

#### II) Other Services and Charges

- Claims were over budget by \$289,019 (80%) for the month. For the year this category is under budget by \$601,072 (-13.3%).

- For the month of December, the Miscellaneous Expense category is under budget by \$67,554 (-81%). YTD is under budget by \$268,282 (-26.8%).
- In December, the Purchased Transportation category is over budget by \$161.84 (0%). For the year it is over budget by \$602,899 (4.8%)
- For the month the “Services” expense category is over budget by \$2,013,321 (97.1%). YTD this category is under budget by \$10,162,203 (-30%).
- For the month, utility expenses are over budget by \$74,462 (33.2%). For the year utilities are under budget by \$34,264 (-1.27%).

*Overall, the Other Services & Charges category is over budget by \$2,483,176 (79.3%) for the month. YTD this category is under budget by \$10,057,525 (-21.5 %).*

### III) Materials & Supplies

- The Fuel and Lubricant category is under budget by \$149,338 (-26.6%). YTD it is under budget by \$1,793,951 (-26.6%).
- For the month of December, the Maintenance Materials category is under budget by \$83,109 (-15.2%). It is under budget for the year by \$41,342 (-0.6%).
- Other Materials and Supplies category is under budget by \$31,136 (-30.5%) for the month. For the year it is under budget by \$933,025 (-67.%).
- Tires & Tubes category is under budget in December by \$7,400 (-11.1%). Accounting accrues expenses in lieu of absence of actual invoices for the month. When the invoices are received, the accruals reverse the next month. YTD it is under budget by \$313,863 (-34.4%).

*For the month, the Total Materials and Supplies category is under budget by \$270,983 (-21.2%). For the year it is under budget by \$3,082,181 (-19.7%).*

*In December, the overall, total expenditures came in over budget by \$961,652 (8.9%). Year to date expenditures are under budget by \$21,421,907 (-14.7%).*

## FY 2025 NON-BUDGETED REQUESTS

Date	Expenditure Description	Department	Expense Category	Amount
01/31/2025	Paratransit Fleet Inspection	Mobility Services	Contractual Services	\$33,420
02/25/2025	Extend Ecolane Agreement	Mobility Services	Contractual Services	\$142,742.50
03/24/2025	Repair walls and purchase of doors for boiler room at 1501 W. Washington	Capital Planning & Projects	Capital	\$21,029
06/06/2025	Additional engineering for Trench Drain project	Capital Planning & Projects	Contractual Service	\$20,000
06/16/2025	Additional work for Trench Drain project	Capital Planning & Projects	Contractual Service	\$10,060

**FY 2025 DECEMBER MISCELLANEOUS EXPENSES**

<b>Miscellaneous Expenses - December 2025</b>	
<b>MEMBERSHIPS AND DUES</b>	<b>6,030.75</b>
NSC & Bar Association membership	1,044.00
Charitable Donation to Fiscal Sponsorship Allies, HopeSpace Inc.	2,000.00
YMCA Memberships - December 2025	2,986.75
<b>LEASES AND RENTALS</b>	<b>3,500.00</b>
<b>MISCELLANEOUS</b>	<b>3,330.75</b>
Board stipend - Q4-2025	2,100.00
Office Supplies	1,230.75
<b>MEALS AND ENTERTAINMENT</b>	<b>1,824.95</b>
Orientation Lunches	1,252.86
Coffee Supplies	458.31
Team Appreciation Meals	113.78
<b>TRAVEL</b>	<b>1,033.96</b>
<b>DRIVER LICENSE FEES</b>	<b>259.44</b>
<b>Total</b>	<b>15,979.85</b>

**RECOMMENDATION:**

Receive the report.



Indianapolis Public Transportation Corporation  
 Budget to Actuals (Comparative Statement) - IndyGo  
 For the Twelve Months Ending Wednesday, December 31, 2025

2/16/2026 9:26 AM  
 Period Selected: 12

	Current Month				YTD				PRIOR YTD Actual
	Actual	Budget	Budget Variance \$	Budget Variance %	Actual	Budget	Budget Variance \$	Budget Variance %	
<b>Operating Revenue</b>									
Federal Assistance	513,850.00	1,224,115.50	(710,265.50)	(58.02)	14,483,781.00	14,689,386.00	(205,605.00)	(1.40)	14,546,694.00
Other Operating Income	251,146.98	282,811.67	(31,664.69)	(11.20)	7,961,527.32	3,393,740.04	4,567,787.28	134.59	4,538,476.09
Passenger Service Revenue	415,517.37	493,769.35	(78,251.98)	(15.85)	5,504,857.12	5,925,232.68	(420,375.56)	(7.09)	6,097,499.27
PMTF Revenue	0.00	0.00	0.00	0.00	11,369,828.00	11,369,828.04	(0.04)	(0.00)	11,369,828.00
Local Property & Excise Tax Revenue	2,808,173.38	3,442,401.50	(634,228.12)	(18.42)	42,655,611.78	41,308,818.00	1,346,793.78	3.26	41,235,255.02
Local Transit Income Tax Revenue	4,076,242.62	4,076,242.62	0.00	0.00	48,914,911.44	48,914,911.44	0.00	0.00	41,000,000.00
Service Reimbursement Program	22,083.00	22,083.33	(0.33)	(0.00)	264,996.00	264,999.96	(3.96)	(0.00)	264,996.00
<b>Total Operating Revenues</b>	<b>8,087,013.35</b>	<b>9,541,423.97</b>	<b>(1,454,410.62)</b>	<b>(15.24)</b>	<b>131,155,512.66</b>	<b>125,866,916.16</b>	<b>5,288,596.50</b>	<b>4.20</b>	<b>119,052,748.38</b>
<b>Operating Expenses</b>									
<b>Personal Services</b>									
Fringe Benefits	1,487,708.02	1,818,453.97	(330,745.95)	(18.19)	18,626,817.22	23,672,435.62	(5,045,618.40)	(21.31)	20,242,379.84
Overtime	479,176.97	331,728.83	147,448.14	44.45	6,354,412.57	4,312,474.80	2,041,937.77	47.35	6,158,340.68
Salary	3,210,581.08	4,277,824.09	(1,067,243.01)	(24.95)	50,333,193.59	55,611,713.16	(5,278,519.57)	(9.49)	49,259,037.30
<b>Total Wages and Benefits</b>	<b>5,177,466.07</b>	<b>6,428,006.89</b>	<b>(1,250,540.82)</b>	<b>(19.45)</b>	<b>75,314,423.38</b>	<b>83,596,623.58</b>	<b>(8,282,200.20)</b>	<b>(9.91)</b>	<b>75,659,757.82</b>
<b>Other Services &amp; Charges</b>									
Claims	651,874.76	362,855.33	289,019.43	79.65	3,903,191.73	4,504,263.96	(601,072.23)	(13.34)	3,110,439.82
Miscellaneous Expenses	15,979.85	83,534.18	(67,554.33)	(80.87)	734,128.35	1,002,410.16	(268,281.81)	(26.76)	796,004.22
Purchased Transportation	1,037,493.79	1,037,331.95	161.84	0.02	13,050,881.90	12,447,983.40	602,898.50	4.84	13,549,890.44
Services	4,085,923.88	2,072,603.22	2,013,320.66	97.14	23,714,054.85	33,876,257.42	(10,162,202.57)	(30.00)	26,853,721.84
Total Utilities	298,628.35	224,166.66	74,461.69	33.22	2,655,735.55	2,689,999.92	(34,264.37)	(1.27)	2,034,182.16
<b>Total Other Services &amp; Charges</b>	<b>5,613,551.71</b>	<b>3,130,375.24</b>	<b>2,483,176.47</b>	<b>79.33</b>	<b>36,661,996.13</b>	<b>46,719,521.66</b>	<b>(10,057,525.53)</b>	<b>(21.53)</b>	<b>38,317,717.43</b>
<b>Materials &amp; Supplies</b>									
Fuel & Lubricants	412,025.35	561,363.58	(149,338.23)	(26.60)	4,942,411.93	6,736,362.96	(1,793,951.03)	(26.63)	6,074,338.28
Maintenance Materials	462,934.09	546,043.39	(83,109.30)	(15.22)	6,555,137.09	6,596,478.68	(41,341.59)	(0.63)	6,838,235.07
Other Materials & Supplies	71,060.59	102,196.26	(31,135.67)	(30.47)	453,970.87	1,386,996.28	(933,025.41)	(67.27)	871,938.85
Tires & Tubes	59,183.24	66,583.33	(7,400.09)	(11.11)	598,966.28	912,829.17	(313,862.89)	(34.38)	574,598.00
<b>Total Materials &amp; Supplies</b>	<b>1,005,203.27</b>	<b>1,276,186.56</b>	<b>(270,983.29)</b>	<b>(21.23)</b>	<b>12,550,486.17</b>	<b>15,632,667.09</b>	<b>(3,082,180.92)</b>	<b>(19.72)</b>	<b>14,359,110.20</b>
<b>Total Operating Expenses</b>	<b>11,796,221.05</b>	<b>10,834,568.69</b>	<b>961,652.36</b>	<b>8.88</b>	<b>124,526,905.68</b>	<b>145,948,812.33</b>	<b>(21,421,906.65)</b>	<b>(14.68)</b>	<b>128,336,585.45</b>

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# Presentation to IndyGo Board

February 19, 2026



# » Transit Equity Day – February 4, 2026

- Free Fare sponsored by OneAmerica Financial Foundation supported 15,518 rides
- The afternoon celebration at the Eiteljorg Museum was attended by nearly 200 people including leadership from: Indianapolis City County Council, CICF, OneAmerica, Indianapolis Foundation, Lilly Foundation, Glick Philanthropies, Indy Chamber and others



## » Transit Equity Day

“When you hear about students with some college credit and no degree, it’s not because they’re not smart enough. It’s because life got in the way—and for 57% of them, it’s transportation.”

- *Dr. Carolyn Gentle-Genitty, Founder's College at Butler University*

"All of the basic essential needs we talk about are grounded in transportation access. It sits at the epicenter."

- *Shannon Jenkins, United Way of Central Indiana*

"Transit is a mechanism to move people to opportunity. If we're serious about justice and fairness, we have to be serious about access."

- *Ahmed Young, Indianapolis Foundation*



## » Transit Equity Day

"If transportation access is truly foundational, then addressing it requires a shared approach across nonprofits, funders, public systems, and community members."

- *Rachel Moss, IndyGo Foundation*

"Transit is essential. It is the backbone of a thriving city. Think about it, without the ability to get to work, school, doctor's appointments, or even the grocery store, mobility becomes a barrier to simply living your life."

- *Jennifer Pyrz, IndyGo*

"Transit equity will not be achieved by one organization, one funder, or one policy. It will be shaped by the everyday choices we make about what transit options we value and are willing to support together."

- *Emily Meaux, IndyGo Foundation*



# » Transit Equity Day



# »» IndyGo Swag Store

Last chance to get 50<sup>th</sup> Anniversary items!



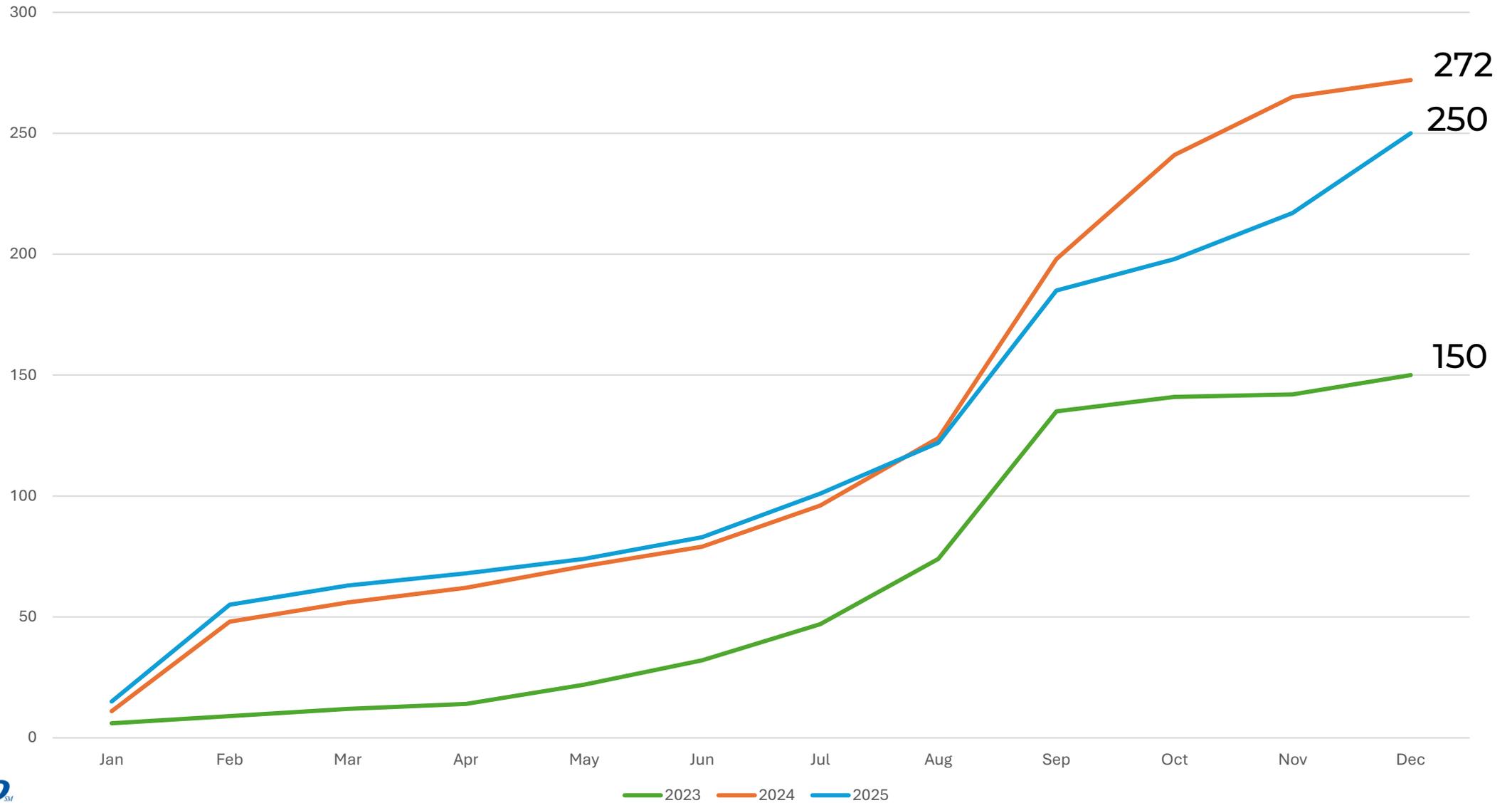


# Finance & Fundraising Update

# »» 2025 Board Giving



# »» Number of Donors



## » 2026 Fundraising Goal

Income	General	Golf Outing	Infrastructure	MAF - General	MAF - Sales	MAF - Grants	2026 Budget
<b>Individual</b>	\$22,395	\$11,450	\$0	\$0	\$0	\$10,000	\$43,845
<b>Corporate</b>	\$457,950	\$123,650	\$0	\$74,500	\$0	\$15,000	\$671,100
<b>Foundation</b>	\$97,500	\$0	\$0	\$60,000	\$0	\$135,000	\$292,500
<b>Government</b>	\$330,000	\$0	\$250,000	\$0	\$0	\$0	\$580,000
<b>Bus Pass Sales</b>	\$0	\$0	\$0	\$0	\$240,000	\$0	\$240,000
<b>SWAG Store Sales</b>	\$3,000	\$0	\$0	\$0	\$0	\$0	\$3,000
<b>InKind Goods &amp; Services</b>	\$30,000	\$6,600	\$0	\$0	\$312,000	\$174,000	\$522,600
<b>Investments</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Previous Years Income</b>	\$11,000	\$0	\$350,000	\$50,000	\$0	\$0	\$411,000
<b>Reallocate Income (Golf &amp; ...)</b>	\$159,100	-\$109,100	\$0	\$0	-\$50,000	\$0	\$0
<b>Total Income</b>	<b>\$1,110,945</b>	<b>\$32,600</b>	<b>\$600,000</b>	<b>\$184,500</b>	<b>\$502,000</b>	<b>\$334,000</b>	<b>\$2,764,045</b>

- The fundraising team is focused on the Individual, Corporate and Foundation contributions portions of the budget (highlighted in yellow).
- Our magic number for contributions in 2026 is **\$1,007,004**.
- 70% of that needs to be unrestricted, for general operations or for special events like the Golf Outing.

## » Step 1: Prospect List

In the fall the fundraising team created the prospect list with expected/goal amounts for 2026, what class/fund it lined up with in the budget and what month we expected to receive the money.

This is what fed into the revenue side of the budget.

Entity	Expected Amount	Estimated Month Received	QB Fund (RE Campaign)	QB Class (RE Fund)
A	\$800	July	Corporate-Unrestricted	Golf
A	\$500	June	Individual-Unrestricted	Golf
A	\$5,000	August	Corporate-Unrestricted	Golf
A	\$645	September	Corporate-Unrestricted	General
A	\$50	January	Corporate-Unrestricted	General
A	\$5,000	August	Corporate-Unrestricted	General
A	\$5,000	August	Corporate-Unrestricted	General
A	\$5,000	November	Corporate-Unrestricted	General
A	\$5,000	July	Corporate-Unrestricted	General
E	\$500	March	Corporate-Unrestricted	Golf
E	\$100	March	Individual-Unrestricted	General
E	\$1,000	March	Corporate-Unrestricted	General
E	\$2,500	March	Corporate-Unrestricted	Golf
E	\$5,000	January	Corporate-Unrestricted	General
E	\$1,000	September	Corporate-Unrestricted	Golf
E	\$5,000	January	Corporate-Unrestricted	General

## » Step 2: Fundable Projects

Emily created a spreadsheet to determine fundable projects, amounts for the project and how much it generates for IndyGo vs. IndyGo Foundation.

If everything on the spreadsheet is secured, we will exceed our contributions goal.

Ready to Fund Status	Fundable Project Description	Annual Fee Target per item	IndyGo Split	Foundation Split	2026 Actual Secured
	NP Grants for 2026-27	\$160,000		\$160,000	
	Programs Salary/Expenses/Grantmaking software	\$153,000		\$153,000	
	MAF - Student Sponsored Rides	\$70,000	\$45,500	\$24,500	
	MAF - Veterans Free Rides	\$100,000	\$65,000	\$35,000	
	MAF Free Day - Veterans Day & Bus Wrap	\$46,200	\$30,030	\$16,170	
	MAF Free Day - Christmas	\$26,200	\$17,030	\$9,170	
	MAF Free Day - Election Day	\$26,200	\$17,030	\$9,170	
	MAF Free Day - New Years Eve	\$26,200	\$17,030	\$9,170	
	MAF Free Day - Thanksgiving	\$26,200	\$17,030	\$9,170	
	MAF Free Day - Transit Equity Day	\$26,200	\$17,030	\$9,170	\$20,000
	<i>MAF - Paratransit fare increase delay</i>	<i>\$250,000</i>			
	ADA Bus Stop Infrastructure FarEast- 3 stops	\$35,000	\$68,250	\$36,750	
	Golf Outing Ace (Food/Beverage) x2	\$10,000	\$0	\$20,000	
	Golf Outing Cart Sponsor x2	\$7,500	\$0	\$15,000	
	Golf Outing Gold Sponsor x5	\$5,000	\$0	\$25,000	\$5,000
	Golf Outing Silver Sponsor x8	\$2,500	\$0	\$20,000	
	Golf Outing Birdie Sponsor x10	\$1,000	\$0	\$10,000	
	Golf Outing Hole Sponsor x20	\$500	\$0	\$10,000	\$500

## » 2026 Fundraising Focus Areas

1. ADA accessibility improvements (Far East Side)

2. Fare Assistance

- Free and discounted fare for nonprofits
- Fare assistance for groups not required by law for IndyGo to provide (i.e. veterans and students)
- Free Fare Days

3. Foundation operations

# » Step 3: Opportunities and Action Steps in Raiser's Edge

Each fundraiser creates action steps in Raiser's Edge for their donors in their portfolio.

In our weekly team meetings, the team reviews which prospects are due in the coming months and the next steps.

The screenshot shows the Raiser's Edge interface for a fundraiser named Emily Meaux. The left sidebar contains navigation options like Home, Constituents, Gifts, Communications, Online Giving, Portfolio, Work center, Prospect insights, Action lists, Opportunity lists, Events, Analysis, Settings, and Security. The main area displays the 'Work Center for Emily Meaux' with a search bar and a list of 61 opportunities. The table below shows details for three opportunities, with a blue box highlighting the 'Opportunity summary' column.

Opportunity summary	Constituent summary	Opportunity status	Ask	Expected	Funded
... <b>2026 TED Sponsorship</b>		4-Funded/Stewardship	\$5,000.00	\$5,000.00 2/1/2026	\$2,500.00 1/20/2026
... <b>2026 Annual Support Annual Giving</b>		1-Cultivation	\$250.00	\$250.00 3/1/2026	
... <b>2026 Golf Outing Sponsorship</b>		1-Cultivation	\$2,500.00	\$2,500.00 3/1/2026	

## »» 2026 Fundraising Performance Metrics

- Average 8 donor meetings per month
- Increase renewal rate to 45%
- Raise \$1,007,000 in contributions from individuals, corporations and foundations.

## » 2026 Budget & 2025 Actuals

Income	2026 Budget	2025 Actual
Individual	\$43,845	\$20,381
Corporate	\$671,100	\$197,648
Foundation	\$292,500	\$77,700
Government	\$580,000	\$680,118
Bus Pass Sales	\$240,000	\$282,395
SWAG Store Sales	\$3,000	\$6,590
InKind Goods & Services	\$522,600	\$543,539
Investments	\$0	\$45,929
Previous Years Income	\$411,000	\$1,048,179
<b>Total Income</b>	<b>\$2,764,045</b>	<b>\$2,902,479</b>
Expenditures	2026 Budget	2025 Actual
Program Expenses	\$828,000	\$926,568
Operations + Swag Store	\$171,926	\$97,131
Contract Services	\$167,500	\$156,168
Events	\$33,750	\$31,686
Payroll Expenses	\$577,128	\$534,240
In-Kind Expenses	\$522,600	\$543,539
<b>Total Expenditures</b>	<b>\$2,300,904</b>	<b>\$2,289,332</b>
Net Income	\$463,141	\$613,147

## »» How You Can Help

- Make your 2026 personal pledge or set up a monthly gift now.
- Plan meetings with people who should know about IndyGo Foundation and invite Emily.
- Consider increasing your commitment to the Golf Outing and commit early.



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Indianapolis Public Transportation Corporation  
dba IndyGo  
1501 W. Washington Street  
Indianapolis, IN 46222  
www.IndyGo.net

## **Planning & Capital Projects Report, February 2026**

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**To:** President & CEO Jennifer Pyrz  
**From:** Chief Development Officer Brooke Thomas  
**Date:** February 13, 2026

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### **STRATEGIC PLANNING**

#### **Service Standards Update**

The Federal Transit Administration requires fixed-route transit operators to establish system-wide service standards to ensure equitable service distribution and quality. Key required metrics include standards for service availability and vehicle assignment. These standards allow agencies like IndyGo to evaluate service to ensure IndyGo is not intentionally or unintentionally impacting protected populations. IndyGo's Service Standards were last updated and approved by the board in 2019.

Assisted by the agencies on-call planning consultants, IndyGo staff have reviewed the document against the latest comprehensive operational analysis. Minor adjustments are needed to ensure that IndyGo's quantitative and qualitative metrics coincide with the latest update to IndyGo's future transit plan. The updated Service Standards document will be presented to the IPTC Board of Directors for approval at the April board meeting.

#### **Fixed Route Fare Equity Analysis Amendment**

This year, IndyGo will transition from one electronic fare collection vendor, Flowbird, to another, MASABI. In preparing for this transition, IndyGo staff had anticipated holding all existing fixed-route fare policies the same. However, there is one benefit that the MASABI system cannot accommodate and that is the deposit bonuses. The deposit bonuses were intended to provide customers with additional transit value in exchange for larger transaction amounts when loading or reloading their account, thus reducing the number of transactions and processing fees charged to IndyGo. Using the Flowbird system, anyone that purchases between \$20.00 and \$39.99 automatically receives a bonus of \$1.00. Purchases between \$40.00 and \$59.99 automatically receive a bonus of \$2.00. Purchases over \$60.00 automatically receive a bonus of \$3.00. Because the new system cannot accommodate this function, IndyGo leadership has decided to revise the agency's fare policy to no longer include this benefit as a matter of policy. Amending the policy in this way will require staff to rerun the board adopted fare equity analysis. Staff expect to bring a revised fare policy and updated fare equity analysis before the IPTC Board of Directors this spring.

**Customer Satisfaction Survey – 2026**

IndyGo's membership in the American Bus Benchmarking Group (ABBG) includes the opportunity to participate in the ABBG's annual Customer Satisfaction Survey (CSS). The CSS gathers information from customers about a variety of areas of performance, including vehicle cleanliness and on-time performance. The last time IndyGo participated in this optional survey was in 2025. The next CSS will open on April 13, 2026, and run through May 10, 2026. IndyGo will collect responses in-person at the Julia M. Carson Transit Center CTC for a one-week period and online for the duration of the survey. ABBG staff will collect responses, analyze the responses, and provide a report for all participating ABBG members. IndyGo staff expect to be able to present the results of this year's survey later this fall.

**ENGINEERING & CONSTRUCTION****Purple Line Bus Rapid Transit**

The construction management team continues to work with each vendor to ensure that they have fully complied with all contractual obligations. The team is finalizing all open contract items, completing any mandatory warranty work, and collecting the necessary documentation required to close out the project.

**Blue Line Bus Rapid Transit**

Utility relocations and other construction activities continue throughout the project corridor. Regular meetings with key stakeholder groups continue as well. Construction west of Harding St to Eagle Creek is underway. Crews have reopened the intersection of College Avenue and Washington Street. Roadway work has been mobilized at the intersection of Southeastern Avenue and Washington Street and a 90-day eastbound closure is in place. While asphalt paving plants are closed for the winter, Package B station work will continue. Steel canopy structures are expected to continue to be installed throughout the winter. In the meantime, the project team is actively monitoring traffic on detour routes and working with the Indianapolis Department of Public Works to adjust signal timing to minimize delays where possible.

**Local Route Transit Signal Priority**

IndyGo is on track to activate TSP along local Route 37 – Park 100 in April. Once implemented, IndyGo will closely monitor, evaluate, and publish key performance indicators to inform future network improvements. These evaluations will also be used to determine the return on investment for maintaining a system that uses real-time data from the transit vehicle to detect the presence of a bus and make on-demand signal adjustments aimed at improving on-time performance and service reliability.

**Capital Avenue Pavement Marking Modification Pilot**

Over the past several years, there have been numerous incidents between IndyGo buses and motorists along the Capitol Avenue segment of the BRT network. After viewing video footage and reviewing incident reports, it was determined that the primary issue is when motorists who are traveling southbound turn into or in front of a southbound BRT bus. Along this corridor, anyone traveling southbound and needing to turn east is supposed to use the Bus and Turn (BAT) lane. Instead, motorists stay in the general traffic lane – a thru lane – until they reach or enter the intersection where they abruptly turn east crossing over the BAT lane and the dedicated lane used by northbound buses.

Throughout 2025, IndyGo worked with the Department of Public Works to identify ways to modify the corridor to mitigate or eliminate the issue. The proposed solution requires removing and redoing some of the pavement markings to make things more intuitive for motorists. Changes will be made to several hotspot locations this year. The team will continue to monitor the incidents that occur along this entire corridor to determine if more areas along Capitol Avenue need to be modified in the same way.

#### **Julia M. Carson Transit Center Washington Street BRT Docking**

Construction of two BRT docking bays on the Washington Street side of the CTC is still anticipated to begin in 2026. IndyGo put this project out to bid in November 2025 in anticipation of selecting a contractor before the end of the year; however, only one bid was received, and it included a project total that was over IndyGo's independent cost estimate. The project team has revised their solicitation approach and plan to re-bid the project in March 2026.

#### **Local Bus Stop Improvements**

IndyGo continues to improve local bus stops with the goal of making the agency's approximately 2,400 local bus stops accessible. Construction of the Near Eastside Bus Stop project, which included improvements to 76 bus stops, is now complete. The next package of bus stop improvements will begin construction in mid-2026 to include improvements to 43 bus stops on the Far Eastside.

### **FACILITY PROJECTS**

#### **1501 - Trench Drain Replacement**

The construction phase for this project has reached final completion with all fuel lanes now open for regular use. Project closeout and final billing is all that remains to be completed.

#### **1501- Women's Locker Room Improvements**

This project will update the women's locker room at 1501 West Washington Street to make it more accessible, functional, and comfortable for employees. Staff anticipate releasing this procurement later this month and could see approval from the board as early as April. Construction could begin soon thereafter.

#### **1501 - North Parking Lot Asphalt Replacement Project**

This project will replace the asphalt surface of the north parking lot at the 1501 W. Washington Street facility. Construction is planned to begin in April and should take less than two months to complete.

#### **1501 - Access Drive to South Parking Lot Storage Area Asphalt Replacement Project**

This project will improve the access drive from Harding Street back to the salt barn near the 1501 West Washington Street property from asphalt to heavy duty concrete. The bid for this work was unsuccessful. Staff are updating the bid package for another release in Q1 of 2026. If successful, this work could still be completed this year.

#### **East Campus Fleet Operations and Maintenance Facilities**

This project will result in the addition of a bus maintenance and storage facility at IndyGo's East Campus location. The project has reached the 30% design stage. IndyGo staff are currently reviewing and commenting on the 30% design package. Task order 9, which would allow CDM Smith to take the design

to 100% has been executed. Negotiations to purchase the property continue.

On February 10, 2026, IndyGo received six proposals for the Construction Manager as Contractor work. IndyGo staff are in the process of reviewing and scoring each proposal. It is anticipated that staff would bring an action item before the board at their regularly scheduled meeting in April.

**East Campus – Building C Demolition Project**

As part of the East Campus expansion project, IndyGo needs to demolish the former Cafeteria and Dormitory buildings that are attached to Building B. This project is currently in the planning and design phase with consultants reviewing existing conditions to establish a work package that will ultimately go out for bid this spring/summer. The demolition phase cannot begin until IndyGo's paratransit operations have been relocated to a nearby facility, which is expected to occur over the next several months once IndyGo has possession of the facility.

Respectfully submitted,

**Brooke Thomas, AICP**

Chief Development Officer

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# FEBRUARY 2026 PUBLIC AFFAIRS BOARD REPORT



To: The Chairman and Board of Directors  
From: Carrie Black, Chief Public Affairs Officer

## **CONSIDERATION OF PUBLIC AFFAIRS REPORT FOR FEBRUARY 2026**

### **ISSUE:**

A report of IndyGo Public Affairs will be presented at the board meeting.

### **RECOMMENDATION:**

Receive the report.

### **SUMMARY:**

In January, the Public Affairs Department continued outreach related to IndyGo's **updated fare policy**, hosted additional open houses at the Carson Transit Center (CTC) and conducted bus outreach. The department announced and hosted **Food in Transit** as a year-round IndyGo Cares program and shared information about the **Dr. Martin Luther King Jr. Day** holiday service schedule, **winter weather service updates** and **upcoming service adjustments**. These efforts were in addition to the department's ongoing work managing creative projects, generating more than **198,335 social media engagements and impressions** across all platforms and reaching more than **400 individuals** through public outreach.

### Attachments

#### Contributing staff includes:

Carrie Black, Chief Public Affairs Officer  
Lisa Soard, Director of Communications  
Destiny Chamorro, Graphic Design Manger  
Kayla Bledsoe, Ridership Experience & Outreach Manager  
Noah Sandel, Digital Media Manager  
Mara Drown, Public Affairs Specialist

**INDYGO.NET WEBSITE STATISTICS  
(01/01/2026-01/31/2026)**

<b>Page Views</b>	212,212
<b>Bounce Rate</b>	48.41%
<b>Total Users</b>	42,765
<b>Average Pageviews Per User</b>	5.18
<b>Total Sessions</b>	85,763
<b>Total Monthly Sessions Comparison to Previous Year</b>	(Up) 1.66%
<b>Accessibility Widget Use</b>	0

	Mobile	Desktop	Tablet
Jan-26	48.7%	50.4%	0.8%

# DECEMBER 2025 MEDIA HIGHLIGHTS

NEWS AND HEADLINES > LOCAL NEWS > IN YOUR COMMUNITY > DOWNTOWN INDY



## Indy residents rely on IndyGo buses, Pacers Bikeshare to get around during extreme cold



Photo by: WRIV

By: Nico Pennisi  
Posted 11:14 PM, Jan 29, 2026

*Nico Pennisi - I'm the In Your Community reporter for Downtown Indy.*

INDIANAPOLIS — Not everyone in Central Indiana can rely on a car to get around in these freezing temperatures.

**WATCH FULL STORY BELOW**



Meet Your Community Reporter Nico Pennisi



Menu

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NEIGHBORHOODS

## IndyGo route changes coming in February

Most notable: Route 26 will run every half hour.

by Tyler Fenwick  
January 29, 2026



The bus shelter at 38th Street and Meridian Street on Oct. 5, 2024, in Indianapolis. The shelter is one stop along the Purple Line. Credit: Lee Klaczynski for Mirror Indy

IndyGo riders will see changes to some routes starting on Sunday, Feb. 8.

Most notable: Route 26 will run every 30 minutes, instead of the current 75-minute schedule. Route 26 goes from Keystone at the Crossing on the north side to the downtown Julia M. Carson Transit Center.

Advertisement

LATEST ARTICLES



Home / News / Local News

# IndyGo updates routes to accommodate infrastructure projects



(Provided photo/IndyGo)

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Listen to this article Audio by Carbonix

Presented By CIRCULUS

by: Kendall Pierson  
Posted: Jan 26, 2026 / 04:04 PM EST / Updated: Jan 26, 2026 / 04:04 PM EST

INDIANAPOLIS (WISH) – IndyGo will implement schedule adjustments to improve on-time performance to respond to infrastructure projects.

Route 26 will now run every 30 minutes, seven days a week. The Sunday schedule will shift to operating every 30 minutes instead of its previous 75-minute frequency.

Routes 5, 6, 8, 10, 90 (Red Line) and 92 (Purple Line) will undergo minor timing adjustments to improve schedule adherence, factor in construction detours and accommodate the new infrastructure.

Additionally, Route 8 will operate on a new daily schedule due to the construction of the Blue Line, IndyGo's third Bus Rapid Transit (BRT) line.

Ad removed. [Show details](#)

### WISHTV.COM TRENDING STORIES

- BODY OF MISSING FISHERS TEEN HAILEY
- BUZBEE FO...  
17,699 Views
- QUADRUPLE SHOOTING ON INDY'S SOUTHEAST ...
- NOTRE DAME STUDENT'S IGLOO CREATION BRI...
- 2 MEN ARRESTED FOR SHOOTING INCIDENT AFTER LE...
- INDIANA KEEPS BUCKING MARIJUANA LEGALIZATION,...

Ad removed. [Show details](#)



## Topics Covered

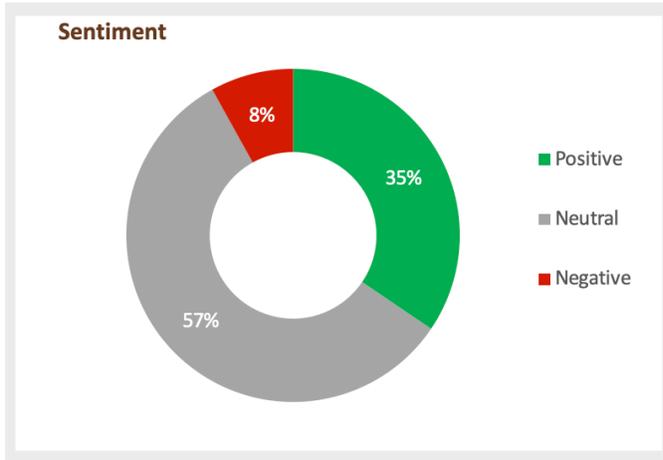
In January 2026, media coverage of IndyGo featured the agency’s critical role during Central Indiana’s extreme cold weather and winter storm, and reported on upcoming service adjustments.

Additional stories focused on IndyGo’s fare increase, Blue Line construction expected in 2026, results from IndyGo’s near-miss analysis, the expansion of Food in Transit to year round and a feature story about IndyGo’s Social Services Coordinator Wardy Ward.

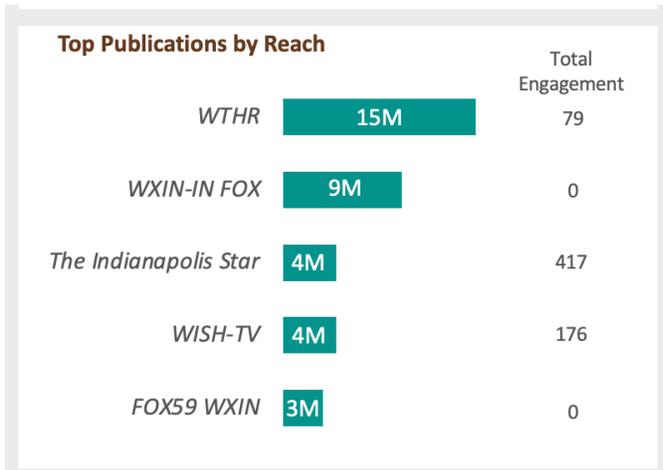
Overall coverage positioned IndyGo as a reliable, safety-driven and rider-focused public service during a period of heightened community need.

**Summary of IndyGo’s Media Presence**

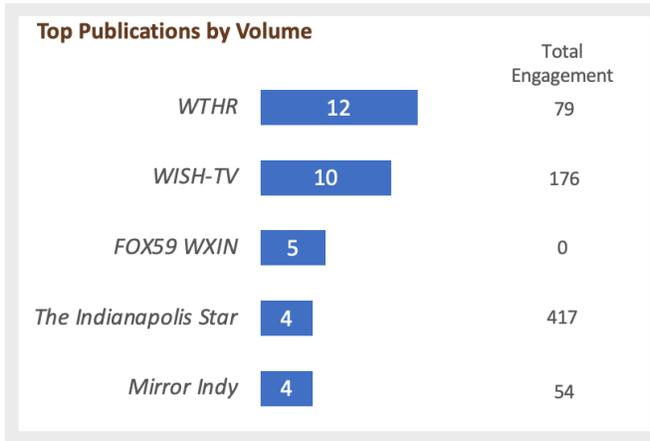
The graph below shows media story sentiments about IndyGo. 35% of media mentions were positive toward the agency. Only 8% were considered negative, with the rest neutral, meaning mostly informative.



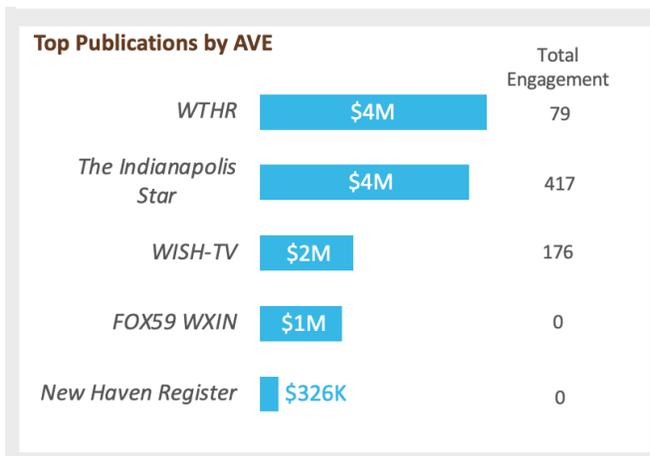
The graph below shows the top media outlets that published stories about IndyGo in January and the total potential viewership/readership for each station or publication. The agency reached approximately 35,000,000 viewers through these channels.



The graph below shows the media outlets that mentioned IndyGo the most in January and the number of engagements related to the news stories.



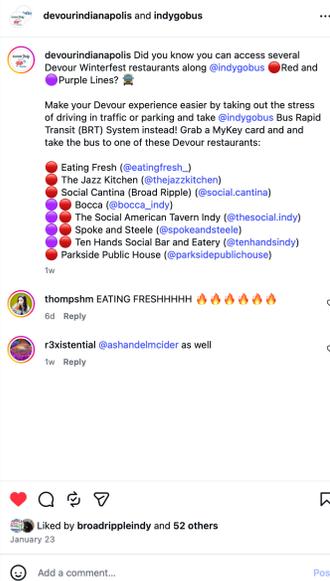
The graph below shows the earned media value for IndyGo’s top news publications. The total equivalent cost of this exposure last month, if the agency were to pay for it, would be approximately \$11,065,200.



## SOCIAL PERFORMANCE

Instagram:

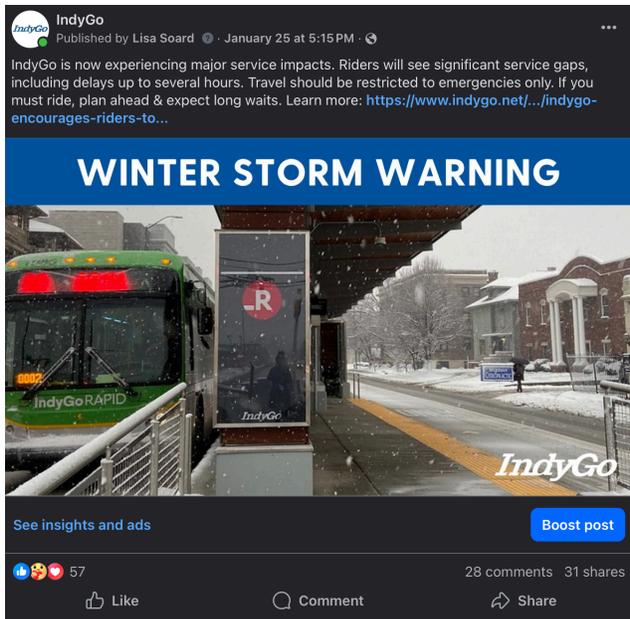
- 24,952 views
- 453 interactions
- 5,163 followers





Facebook:

- 148,714 views (up 26.5% from December)
- 1,987 post engagements (up 71.4% from December)
- 44,432 potential readers reached (up 6.5% from December)
- 14,284 current followers (110 more net followers from December)



**IndyGo**  
Published by Noah Sandel · January 28 at 5:30 PM · 🌐

Did you know we have a Mentorship and Apprenticeship Program (MAP), developed in partnership with ATU Local 1070, where mentors support our bus operators? And we're spotlighting Lead Instructor Kenneth Davis!

Kenneth has had multiple positions at IndyGo, from general laborer to bus operator to lead instructor and MAP mentor. His passion for the job inspires his mentees and shows them how to take pride in their work.

Find your career with IndyGo today, and build your skills through training and mentorship. Learn more: <https://www.indygo.net/employment>

“I’m not just training; I’m pouring my experience and passion into teammates.”

Kenneth Davis  
Lead Instructor

INDYGO.NET

See insights and ads Boost post

👍❤️ 132      37 comments 18 shares

👍 Like      💬 Comment      ➦ Share

## Twitter/X:

- 4,219 organic impressions
- 166 engagements
- 6,681 followers

**IndyGo** @IndyGoBus · Jan 1  
 Happy New Year! In this January 2026 edition of IndyGo Now, Kayla Bledsoe talks with @thirdspaceindy about what's new at IndyGo from new fares and schedule changes, to supporting @IPTFoundation and Food in Transit.



youtube.com  
**IndyGo Now January 2026**  
 In this month's edition of IndyGo Now, we partner with Michael Zarick of @ThirdSpaceIndy, to highlig...

2 3 370

**IndyGo** @IndyGoBus · Jan 9  
 Excited to see this news get national attention as we continue to elevate our service beyond the bus!



**T.J. Doyle** @CommsTeej · Jan 9

@IndyGoBus to extend Food in Transit program year-round  
[wthr.com/article/news/L...](https://wthr.com/article/news/L...)

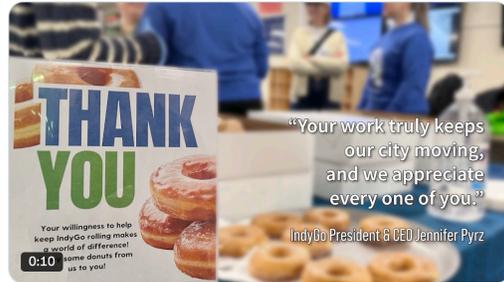
2 1 1 403

**IndyGo** @IndyGoBus · Jan 24  
 Snow is falling in Indianapolis. Heavy snow is expected through Sunday. Expect impacts to service. If you don't have to travel, don't. If you do, plan ahead using Google Maps, the Transit app or our website. Stay tuned for updates at: [indygo.net/transit-news/i...](https://indygo.net/transit-news/i...)



1 2 604

**IndyGo** @IndyGoBus · Jan 30  
 THANK YOU: Our team has worked tirelessly to keep service on the streets during a week of ❄️ snow and cold ❄️ To celebrate their hard work, we brought in 🍩 Long's donuts for the team to have in the morning. Thank you for all you do!



1 3 337

LinkedIn:

- 10,480 impressions (up 130.1% from December)
- 302 engagements
- 6.7% engagement rate
- 68 new followers
- 5,270 total followers

**IndyGo**  
5,272 followers  
1mo · 🌐

Happy New Year! In this January 2026 edition of IndyGo Now, Rider Experience and Outreach Manager **Kayla Bledsoe** talks with **Michael Zarick** about what's new at IndyGo from new fares and schedule changes, to supporting **IndyGo Foundation** and Food in Transit.



👤 Emily Meaux, MPA and 22 others 1 comment · 2 reposts

**IndyGo**  
5,272 followers  
1w · 🌐

We know that our riders are pedestrians or cyclists at the start and end of their journey. Making this near-miss analysis vitally important for keeping our riders safe.

<https://lnkd.in/gkhXA8px>



**IndyGo shares 'near-miss analysis' results showing which intersections are most risky**  
wthr.com

👤 Emily Meaux, MPA and 39 others 1 comment · 4 reposts

Total Video Views (YouTube): 7,062 (14% more than December)

- IndyGo Now January 2026 – 423
- Route 2 -East 34th St- Outbound - 200
- MyKey University Lesson 4 – 140

## EMAIL MARKETING

- 30,353 recipients
- 34.26% click-to-open rate
- 3.57% open rate



This month's Inside IndyGo includes the final three informational open houses, February service adjustments and fare-free rides on Transit Equity Day (Feb.4).

Watch the latest video linked below for update snippets. Scroll down to see additional details about what's to come and what we've achieved in the last month.



## JANUARY 2026 CREATIVE PROJECTS

In January, the Creative team supported agency initiatives by producing a range of marketing, outreach and informational materials across digital, print and community-facing channels.

This work supported rider communications, brand awareness, ongoing partnerships, service and safety awareness and internal operations.

A primary focus for January was establishing campaigns aimed at improving rider conduct, strengthening public perception and increasing overall brand awareness while setting the foundation for goals for the remainder of the year.

## JANUARY 2026 OUTREACH SUMMARY

In January, Public Affairs continued outreach efforts related to the new fare policy and began the year-round Food in Transit program. Outreach teammates and transit ambassadors directly engaged nearly 400 riders and community members, in addition to deepening their knowledge of broader transit and IndyGo initiatives.

The agency continued hosting New Fare Policy Open Houses at the CTC, where riders received information about the fare changes and guidance on using MyKey. Transit ambassadors and outreach teammates also provided in-person engagement on buses by conducting full-route rides to reach riders living or working farther along on the lines, as well as at the CTC bays. Teammates distributed flyers and answered questions during rider commutes and transfer times.

In partnership with Second Helpings, IndyGo hosted the first editions of the year-round Food in Transit on the second and fourth Tuesdays of the month. Second Helpings provided the food at no cost and IndyGo transit ambassadors managed set up and distribution. More than 300 riders received free groceries while waiting for their buses at the CTC. IndyGo also distributed IndyGo Cares insulated bags to keep food fresh, along with hand sanitizers and information about the new fare policy.

### Outreach Events: January 2026

Date	Event Name	Number of People Reached
1/8/2026	New Fare CTC Bay Outreach	10
1/10/2026	Indiana Historical Society Interurban Tour	20
1/10/2026	New Fare Open House	25
1/13/2026	Food in Transit	100
1/20/2026	Overdose Lifeline Kit Packing	15
1/21/2026	Second Helpings Warehouse Grand Opening	50
1/27/2026	Food in Transit	100

## Outreach Pictures: January 2026

### Second Helpings Warehouse Opening

IndyGo teammates visited Food in Transit partner Second Helpings at their new warehouse opening, celebrating an exciting milestone that expands access to nutritious food and strengthens our shared commitment to the community.



Pictured above: Transit Ambassadors Elyza Sarver and Nicole Gallo, Ridership Experience and Outreach Manager Kayla Bledsoe, and Second Helpings staff

### Food in Transit

IndyGo and Second Helpings served more than 100 people during the year-round Food in Transit event hosted at the CTC. Second Helpings CEO Linda Broadfoot (plaid shirt) volunteered alongside staff and IndyGo transit ambassadors, helping serve fresh food to the public.



Pictured above: Second Helpings CEO Linda Broadfoot, Second Helpings staff, transit ambassadors and Food in Transit: Winter Edition participants

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**DATE:** February 12, 2026  
**TO:** President and Chief Executive Officer Jennifer Pyrz  
**THROUGH:** Chief Legal Officer Robert Frye  
**FROM:** Director of Risk and Safety, Brian Clem  
**SUBJECT:** Risk and Safety Division Board Report – February 2026

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The Risk and Safety Division oversees compliance with Federal Transit Administration (FTA) regulations, including the Drug and Alcohol Program (49 CFR Part 655) and the Safety Risk Reduction Program under the Public Transportation Agency Safety Plan (PTASP, 49 CFR Part 673). This report also reflects performance against key performance indicators (KPIs) outlined in the FTA's National Public Transportation Safety Plan (NPTSP).

- On Jan 13, 2026, Director of Risk and Safety Brian Clem and the Risk and Safety Manager Kevin Neumann met with IPTC's third-party claims adjuster to review the end-of-year 2025 auto liability and property claims. During the meeting, strategies were discussed to further reduce the claim counts as seen in 2025 over 2024. This meeting also rolled out the fee schedule for claims administration in place for the 2026 contract extension.
- On Jan 15, 2026, Director of Risk and Safety Brian Clem and the Risk and Safety Manager Kevin Neumann visited the proposed IMI specialty property, which is intended to be the new base of operations for IPTC's paratransit operations. A preliminary risk assessment was performed of the property to gather information for underwriting property insurance coverage. Information was relayed to IPTC's broker of record to acquire coverage. IPTC's insurance broker Aon continues to market our risk to bind coverage that should take place before Feb 14<sup>th</sup>.
- On Jan 28, 2026, IPTC's Safety and Security Committee met to review the proposed 2026 Public Transportation Agency Safety Plan (PTASP), 2026 Risk Reduction Plan, and to set the 2026 safety key performance goals. The plan did not include any federal changes over the last year, but did clarify how safety goals are calculated and charted. This information is and will be included in each month's board report for transparency, presented by the IPTC Risk and Safety department. Throughout the year, the committee will monitor the number of events and details to formulate and recommend solutions for safer operations.

## JANUARY 2026 SAFE DRIVER'S RECOGNITION



National Safety Council Safe Driver awards are the recognized trademark of professional drivers who have proven their skill in avoiding traffic collisions, and for those operators who exemplify excellence in safety, professionalism, and commitment to the highest standards.

Through consistent safe driving practices, these individuals are awarded a patch, pin, and certificate as a symbol of their achievement and dedication to a safer community. The following Operators are recognized for their safe driving for January and received the National Safety Council recognition patch, pin, and certificate. Safety is at the core of IndyGo's mission and values.

### Awardees List:

Operator	ID#	Years of Safe Driving	Years of Service
<b>James Wilson</b>	6780	35	47
<b>Jack Wallace</b>	6306	14	21
<b>Carmon Bobbitt</b>	8474	11	13
<b>McKensey Rainey</b>	8547	10	13
<b>Tamanika Burke</b>	8627	8	12
<b>Darryl Kinslow</b>	8650	7	12
<b>DaRell French</b>	9719	6	6
<b>Gregory Gilbert</b>	10376	2	4
<b>Shakima Clark</b>	11091	2	2
<b>Tyrell Phelps</b>	10779	2	3
<b>Melissa Mitchell</b>	11409	1	2
<b>Marty Weathers</b>	10885	1	3
<b>Angela Womble</b>	10996	1	3

We congratulate the above professional coach operators who have achieved this milestone. Your performance contributes to helping to make public transportation safer each day.



**Public Transportation Agency Safety Plan (PTASP) Required Safety Risk Reduction Program Measures:**

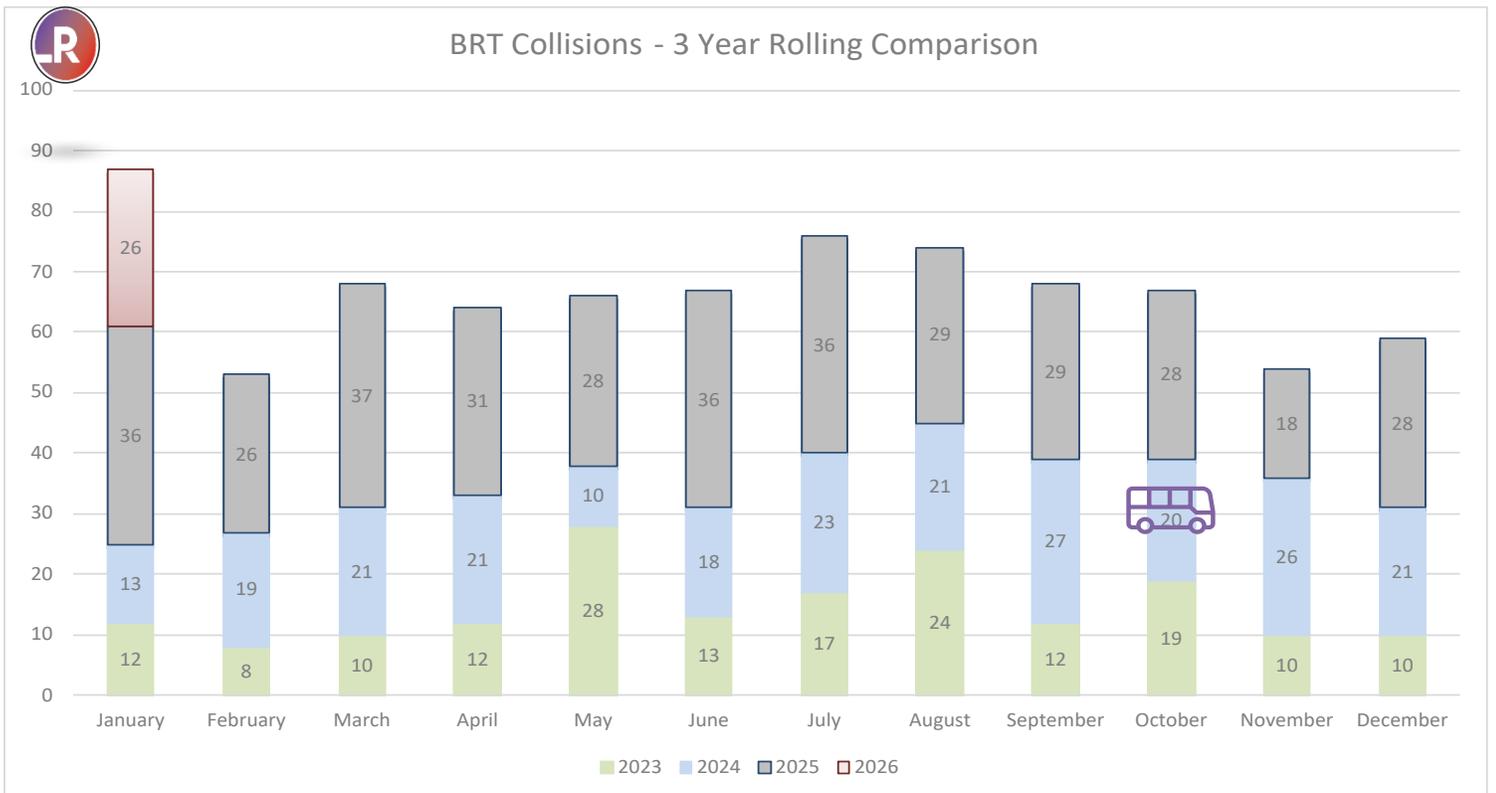
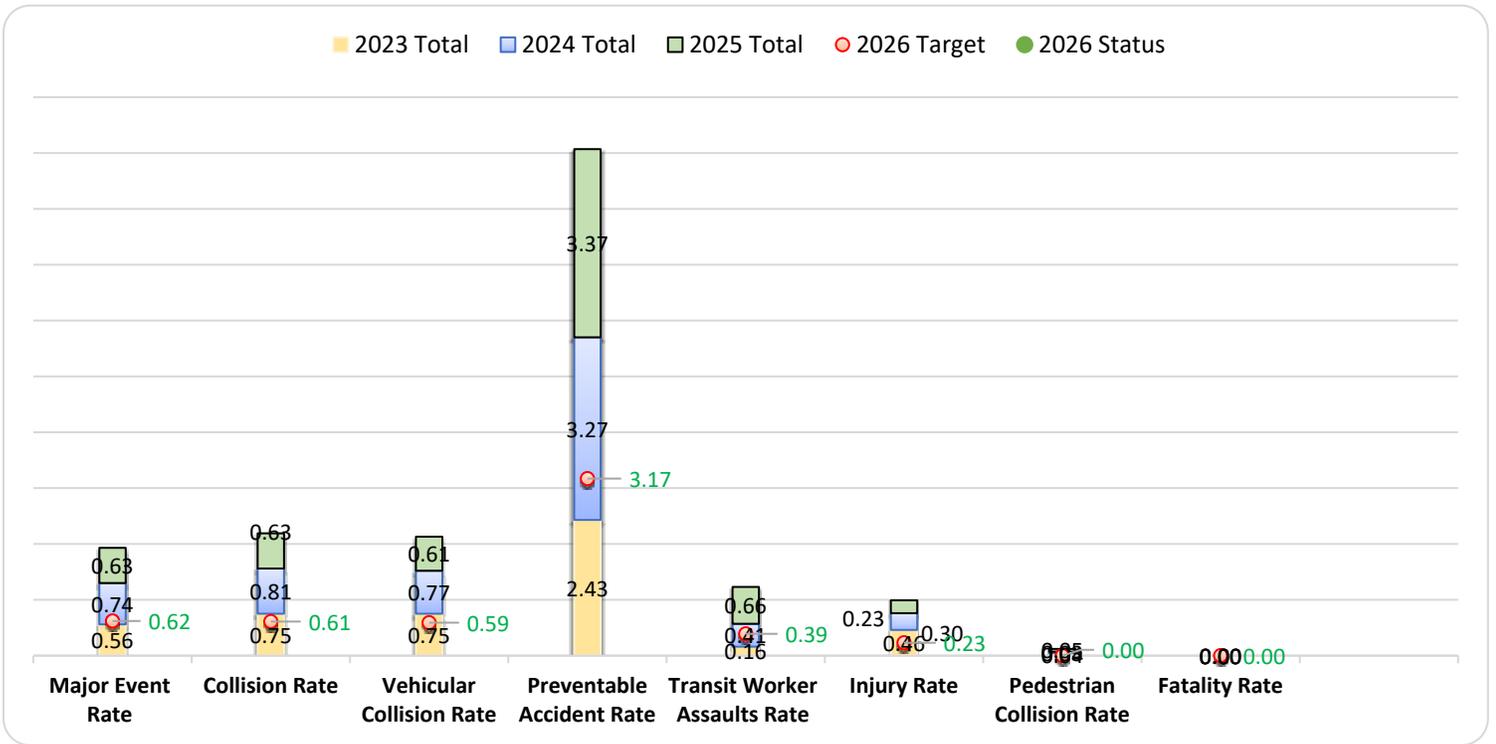
Indianapolis Public Transportation Corporation (IPTC), IndyGo, established a procedure per the FTA National Public Transportation Safety Plan, and the updates from the Bipartisan Infrastructure Law, to include in their Agency Safety Plan a safety risk reduction program for transit operations. These safety risk reduction programs aim to improve safety performance by reducing the number and rates of accidents, injuries, and assaults on transit workers based on data submitted to the National Transit Database.

Measure	Definition	Risk Reduction Goal
<b>Major Events</b>	This includes all major safety and security events as defined by the NTD.	Reduce NTD Major Events by 3% of the 3-Year Rolling Target Calculation (61) = <59
<b>Major Event Rate</b>	This includes all major safety and security events as defined by the NTD, divided by VRM.	Reduce NTD Major Event Rate by 3% of the 3-Year Rolling Target Calculation (0.64) = <0.62
<b>Collision Rate</b>	This includes all collisions reported to NTD, divided by VRM.	Reduce NTD Collision Rate by 3% of 2025 (0.63) = <0.61
<b>Pedestrian Collision Rate</b>	This includes all collisions “with a person,” as defined by the NTD, divided by VRM.	Zero collisions
<b>Vehicular Collision Rate</b>	This includes all collisions “with a motor vehicle,” as defined by the NTD, divided by VRM.	Reduce NTD Vehicular Collision Rate by 3% of 2025 (0.61) = <0.59
<b>Fatalities</b>	This includes all fatalities as defined by the NTD	Zero fatalities
<b>Fatality Rate</b>	This includes all fatalities as defined by the NTD, divided by VRM.	Zero fatalities
<b>Transit Worker Fatality Rate</b>	This includes all transit worker fatalities as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.	Zero fatalities
<b>Injuries</b>	This includes all injuries as defined by the NTD.	Reduce NTD Injuries by <23 from 2025
<b>Injury Rate</b>	This includes all injuries as defined by NTD, divided by VRM.	Reduce NTD Injury Rate by <0.23 from 2025
<b>Transit Worker Injury Rate</b>	This includes all transit worker injuries as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.	Reduce NTD Transit Worker Injury Rate by <0.07 from 2025
<b>Assaults on Transit Workers</b>	This includes all assaults on transit workers as defined by NTD.	Zero assaults
<b>Rate of Assaults on Transit Workers</b>	This includes all assaults on transit workers as defined by the NTD, divided by VRM.	Reduce NTD Transit Worker Assault Rate by 5% of the 3-Year Rolling Target Calculation (0.41) = <0.39
<b>Preventable Accidents</b>	This includes all preventable accidents for all modes, per the National Safety Council (NSC) definition of a preventable accident.	Reduce Preventable Accidents by 5% <319 from 2025
<b>Preventable Accidents Rate</b>	This includes all preventable accidents for all modes, per the National Safety Council (NSC) definition of a preventable accident, per VRM.	Reduce Preventable Accident Rate by 5% <3.17 from 2025

• VRM= Vehicle Revenue Mile

## Risk Reduction Plan Key Performance Indicator's (KPIs) Data

### 3-Year Rolling Comparison - All Modes: (2023-2026)



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# Presentation to IndyGo Board

February 19, 2026



# » Transit Equity Day – February 4, 2026

- Free Fare sponsored by OneAmerica Financial Foundation supported 15,518 rides
- The afternoon celebration at the Eiteljorg Museum was attended by nearly 200 people including leadership from: Indianapolis City County Council, CICF, OneAmerica, Indianapolis Foundation, Lilly Foundation, Glick Philanthropies, Indy Chamber and others



## » Transit Equity Day

“When you hear about students with some college credit and no degree, it’s not because they’re not smart enough. It’s because life got in the way—and for 57% of them, it’s transportation.”

- *Dr. Carolyn Gentle-Genitty, Founder's College at Butler University*

"All of the basic essential needs we talk about are grounded in transportation access. It sits at the epicenter."

- *Shannon Jenkins, United Way of Central Indiana*

"Transit is a mechanism to move people to opportunity. If we're serious about justice and fairness, we have to be serious about access."

- *Ahmed Young, Indianapolis Foundation*



## » Transit Equity Day

"If transportation access is truly foundational, then addressing it requires a shared approach across nonprofits, funders, public systems, and community members."

- *Rachel Moss, IndyGo Foundation*

"Transit is essential. It is the backbone of a thriving city. Think about it, without the ability to get to work, school, doctor's appointments, or even the grocery store, mobility becomes a barrier to simply living your life."

- *Jennifer Pyrz, IndyGo*

"Transit equity will not be achieved by one organization, one funder, or one policy. It will be shaped by the everyday choices we make about what transit options we value and are willing to support together."

- *Emily Meaux, IndyGo Foundation*



# » Transit Equity Day



# »» IndyGo Swag Store

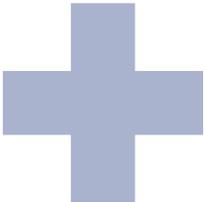
Last chance to get 50<sup>th</sup> Anniversary items!



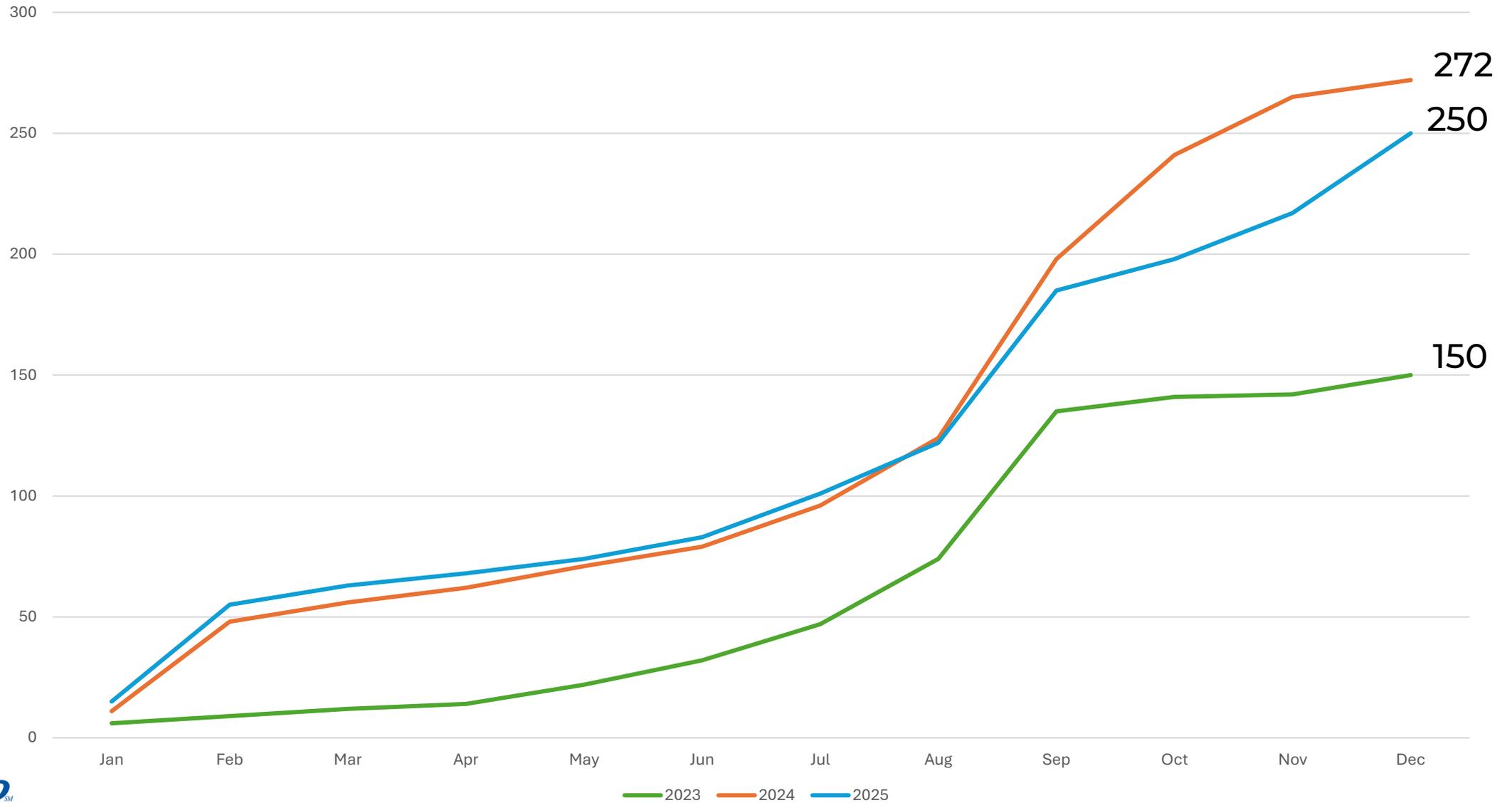


# Finance & Fundraising Update

# »» 2025 Board Giving



# »» Number of Donors



## » 2026 Fundraising Goal

Income	General	Golf Outing	Infrastructure	MAF - General	MAF - Sales	MAF - Grants	2026 Budget
<b>Individual</b>	\$22,395	\$11,450	\$0	\$0	\$0	\$10,000	\$43,845
<b>Corporate</b>	\$457,950	\$123,650	\$0	\$74,500	\$0	\$15,000	\$671,100
<b>Foundation</b>	\$97,500	\$0	\$0	\$60,000	\$0	\$135,000	\$292,500
<b>Government</b>	\$330,000	\$0	\$250,000	\$0	\$0	\$0	\$580,000
<b>Bus Pass Sales</b>	\$0	\$0	\$0	\$0	\$240,000	\$0	\$240,000
<b>SWAG Store Sales</b>	\$3,000	\$0	\$0	\$0	\$0	\$0	\$3,000
<b>InKind Goods &amp; Services</b>	\$30,000	\$6,600	\$0	\$0	\$312,000	\$174,000	\$522,600
<b>Investments</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Previous Years Income</b>	\$11,000	\$0	\$350,000	\$50,000	\$0	\$0	\$411,000
<b>Reallocate Income (Golf &amp; Infrastructure)</b>	\$159,100	-\$109,100	\$0	\$0	-\$50,000	\$0	\$0
<b>Total Income</b>	<b>\$1,110,945</b>	<b>\$32,600</b>	<b>\$600,000</b>	<b>\$184,500</b>	<b>\$502,000</b>	<b>\$334,000</b>	<b>\$2,764,045</b>

- The fundraising team is focused on the Individual, Corporate and Foundation contributions portions of the budget (highlighted in yellow).
- Our magic number for contributions in 2026 is **\$1,007,004**.
- 70% of that needs to be unrestricted, for general operations or for special events like the Golf Outing.

## » Step 1: Prospect List

In the fall the fundraising team created the prospect list with expected/goal amounts for 2026, what class/fund it lined up with in the budget and what month we expected to receive the money.

This is what fed into the revenue side of the budget.

Entity	Expected Amount	Estimated Month Received	QB Fund (RE Campaign)	QB Class (RE Fund)
A	\$800	July	Corporate-Unrestricted	Golf
A	\$500	June	Individual-Unrestricted	Golf
A	\$5,000	August	Corporate-Unrestricted	Golf
A	\$645	September	Corporate-Unrestricted	General
A	\$50	January	Corporate-Unrestricted	General
A	\$5,000	August	Corporate-Unrestricted	General
A	\$5,000	August	Corporate-Unrestricted	General
A	\$5,000	November	Corporate-Unrestricted	General
A	\$5,000	July	Corporate-Unrestricted	General
E	\$500	March	Corporate-Unrestricted	Golf
E	\$100	March	Individual-Unrestricted	General
E	\$1,000	March	Corporate-Unrestricted	General
E	\$2,500	March	Corporate-Unrestricted	Golf
E	\$5,000	January	Corporate-Unrestricted	General
E	\$1,000	September	Corporate-Unrestricted	Golf
E	\$5,000	January	Corporate-Unrestricted	General

## » Step 2: Fundable Projects

Emily created a spreadsheet to determine fundable projects, amounts for the project and how much it generates for IndyGo vs. IndyGo Foundation.

If everything on the spreadsheet is secured, we will exceed our contributions goal.

Ready to Fund Status	Fundable Project Description	Annual Fee Target per item	IndyGo Split	Foundation Split	2026 Actual Secured
	NP Grants for 2026-27	\$160,000		\$160,000	
	Programs Salary/Expenses/Grantmaking software	\$153,000		\$153,000	
	MAF - Student Sponsored Rides	\$70,000	\$45,500	\$24,500	
	MAF - Veterans Free Rides	\$100,000	\$65,000	\$35,000	
	MAF Free Day - Veterans Day & Bus Wrap	\$46,200	\$30,030	\$16,170	
	MAF Free Day - Christmas	\$26,200	\$17,030	\$9,170	
	MAF Free Day - Election Day	\$26,200	\$17,030	\$9,170	
	MAF Free Day - New Years Eve	\$26,200	\$17,030	\$9,170	
	MAF Free Day - Thanksgiving	\$26,200	\$17,030	\$9,170	
	MAF Free Day - Transit Equity Day	\$26,200	\$17,030	\$9,170	\$20,000
	<i>MAF - Paratransit fare increase delay</i>	<i>\$250,000</i>			
	ADA Bus Stop Infrastructure FarEast- 3 stops	\$35,000	\$68,250	\$36,750	
	Golf Outing Ace (Food/Beverage) x2	\$10,000	\$0	\$20,000	
	Golf Outing Cart Sponsor x2	\$7,500	\$0	\$15,000	
	Golf Outing Gold Sponsor x5	\$5,000	\$0	\$25,000	\$5,000
	Golf Outing Silver Sponsor x8	\$2,500	\$0	\$20,000	
	Golf Outing Birdie Sponsor x10	\$1,000	\$0	\$10,000	
	Golf Outing Hole Sponsor x20	\$500	\$0	\$10,000	\$500

## » 2026 Fundraising Focus Areas

1. ADA accessibility improvements (Far East Side)

2. Fare Assistance

- Free and discounted fare for nonprofits
- Fare assistance for groups not required by law for IndyGo to provide (i.e. veterans and students)
- Free Fare Days

3. Foundation operations

# » Step 3: Opportunities and Action Steps in Raiser's Edge

Each fundraiser creates action steps in Raiser's Edge for their donors in their portfolio.

In our weekly team meetings, the team reviews which prospects are due in the coming months and the next steps.

The screenshot shows the Raiser's Edge interface for a fundraiser named Emily Meaux. The left sidebar contains navigation options like Home, Constituents, Gifts, Communications, Online Giving, Portfolio, Work center, Prospect insights, Action lists, Opportunity lists, Events, Analysis, Settings, and Security. The main content area is titled 'Work Center for Emily Meaux' and shows a list of 61 opportunities. The table below lists three opportunities with columns for Opportunity summary, Constituent summary, Opportunity status, Ask, Expected, and Funded.

Opportunity summary	Constituent summary	Opportunity status	Ask	Expected	Funded
... <b>2026 TED Sponsorship</b>		4-Funded/Stewardship	\$5,000.00	\$5,000.00 2/1/2026	\$2,500.00 1/20/2026
... <b>2026 Annual Support Annual Giving</b>		1-Cultivation	\$250.00	\$250.00 3/1/2026	
... <b>2026 Golf Outing Sponsorship</b>		1-Cultivation	\$2,500.00	\$2,500.00 3/1/2026	

## »» 2026 Fundraising Performance Metrics

- Average 8 donor meetings per month
- Increase renewal rate to 45%
- Raise \$1,007,000 in contributions from individuals, corporations and foundations.

## » 2026 Budget & 2025 Actuals

Income	2026 Budget	2025 Actual
Individual	\$43,845	\$20,381
Corporate	\$671,100	\$197,648
Foundation	\$292,500	\$77,700
Government	\$580,000	\$680,118
Bus Pass Sales	\$240,000	\$282,395
SWAG Store Sales	\$3,000	\$6,590
InKind Goods & Services	\$522,600	\$543,539
Investments	\$0	\$45,929
Previous Years Income	\$411,000	\$1,048,179
<b>Total Income</b>	<b>\$2,764,045</b>	<b>\$2,902,479</b>
Expenditures	2026 Budget	2025 Actual
Program Expenses	\$828,000	\$926,568
Operations + Swag Store	\$171,926	\$97,131
Contract Services	\$167,500	\$156,168
Events	\$33,750	\$31,686
Payroll Expenses	\$577,128	\$534,240
In-Kind Expenses	\$522,600	\$543,539
<b>Total Expenditures</b>	<b>\$2,300,904</b>	<b>\$2,289,332</b>
Net Income	\$463,141	\$613,147

## »» How You Can Help

- Make your 2026 personal pledge or set up a monthly gift now.
- Plan meetings with people who should know about IndyGo Foundation and invite Emily.
- Consider increasing your commitment to the Golf Outing and commit early.



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Indianapolis Public Transportation Corporation  
dba IndyGo  
1501 W. Washington Street  
Indianapolis, IN 46222  
[www.IndyGo.net](http://www.IndyGo.net)

## Operations Division Report – January 2026

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**To:** Jennifer Pyrz, President and CEO  
**From:** Annette Darrow, COO  
**Date:** February 19, 2026

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## SERVICE PLANNING

### SCHEDULING AND PLANNING:

Operator Bid 2602 took effect on Sunday, February 8, 2026. Aside from timing adjustments to some routes, the most significant service change that took effect included the Route 26 Keystone increasing frequency to 30 minutes on Sunday.

Bid	Total Operators	Bidding Operators	Extra Board Operators	Estimated Sick List	Total Buses	40' Diesel	40' Hybrid Electric	BRT
Bid 2510	467	421	79	46	150	75	38	37
Bid 2602	468	423	70	45	151	70	43	38

Definitions-

*Total Operators: Total number of employed bus operators, including those on leave or training.*

*Bidding Operators: Employed bus operators that area approved to work.*

*Extra Board: Biddable work duties that are not assigned to specific blocks, generally 15% of bid blocks.*

*Estimated Sick List: Number of Total Bus Operators that are not assumed to bid.*

Service Planning continues to assist Capital Projects with land entitlements for the Eastside Mobility Hub. The property currently owned by IndyGo was successfully rezoned in early June. In late July, the City issued the necessary permits for work to proceed on the owned parcels. IndyGo has now entered discussions to purchase a portion of the abutting property to the east. That owner consented to allow access to the parcel as well to move forward with land use entitlements (rezoning) for the Eastside Hub improvements on this parcel. Service Planning is assisting with the rezoning of this second parcel to allow for the construction of the planned eastern access drive (to Meijer). The rezoning was recommended for approval at the first hearing in this second zoning process on October 23rd, 2025. The second hearing had been delayed while we waited for the current owner's signature on zoning documents, which has now been obtained. The MDC then adopted the rezoning on February 4, 2026. The final step in the rezoning is approval before the City-County Council, which should occur on March 2, 2026.

Engineering for the Far Eastside bus stop improvement package (54 stops) will be wrapped up for a spring bid. This package required a supplemental geotechnical survey and design to accommodate rear door alighting at most of the proposed stops as well as seven mid-block pedestrian crossings. At this time, the package is expected to be split into two components, a 43-stop phase one, to be bid in 2026, and a phase two including the seven signalized crosswalk improvements and 11 bus stops either associated with those crossings or for which right-of-way will need to be acquired. Due to the estimated cost of the second phase package, Service Planning is working with the IndyGo Foundation to secure additional grant funding to support this work.

### OPERATION PERFORMANCE:

The Operations Performance Department is advancing several initiatives that strengthen both data reliability and operational efficiency.

As the new year begins, we are initiating preparations for the upcoming reporting season, including the Transit Operations Performance Report, NTD, and Cost per Mile Report. We are also working closely with the Capital Planning, Fleet, and Maintenance teams on External consultant led studies that contain rich data with significant analytical potential.

**FIXED ROUTE RIDERSHIP:**

<b>Jan-25</b>	<b>Jan-26</b>	<b>% Change</b>	<b>IndyGo Fixed Route Ridership</b>	<b>YTD 2024</b>	<b>YTD 2025</b>	<b>% Change</b>
7,073	8,085	14.3%	<b>2 E. 34th St.</b>	7,073	8,085	14.3%
20,685	23,619	14.2%	<b>3 Michigan St.</b>	20,685	23,619	14.2%
6,127	8,651	41.2%	<b>4 Community North</b>	6,127	8,651	41.2%
6,526	8,299	27.2%	<b>5 E. 25th</b>	6,526	8,299	27.2%
3,722	5,232	40.6%	<b>6 N. Harding</b>	3,722	5,232	40.6%
66,517	72,490	9.0%	<b>8 Washington St.</b>	66,517	72,490	9.0%
52,037	59,782	14.9%	<b>10 10th St.</b>	52,037	59,782	14.9%
7,204	8,754	21.5%	<b>11 E. 16th St.</b>	7,204	8,754	21.5%
4,316	4,710	9.1%	<b>13 Raymond</b>	4,316	4,710	9.1%
8,456	8,425	-0.4%	<b>15 W 34th St</b>	8,456	8,425	-0.4%
6,656	6,962	4.6%	<b>16 Beech Grove</b>	6,656	6,962	4.6%
7,889	10,524	33.4%	<b>19 Broad Ripple</b>	7,889	10,524	33.4%
8,802	9,125	3.7%	<b>21 East 21st St.</b>	8,802	9,125	3.7%
5,334	8,616	61.5%	<b>24 Mars Hill</b>	5,334	8,616	61.5%
10,818	14,949	38.2%	<b>25 W. 16th St.</b>	10,818	14,949	38.2%
17,490	22,075	26.2%	<b>26 Keystone</b>	17,490	22,075	26.2%
4,446	5,957	34.0%	<b>28 St. Vincent</b>	4,446	5,957	34.0%
4,112	4,265	3.7%	<b>29 County Line Road</b>	4,112	4,265	3.7%
6,298	9,047	43.6%	<b>30 30th St. Crosstown</b>	6,298	9,047	43.6%
6,728	9,302	38.3%	<b>31 US 31</b>	6,728	9,302	38.3%
15,282	17,359	13.6%	<b>34 ML King/Michigan Rd.</b>	15,282	17,359	13.6%
17,243	19,666	14.1%	<b>37 Park 100</b>	17,243	19,666	14.1%
4,311	4,557	5.7%	<b>38 W 38th St.</b>	4,311	4,557	5.7%
3,841	5,210	35.6%	<b>56 Emerson</b>	3,841	5,210	35.6%
6,497	8,236	26.8%	<b>82 East 82nd Street</b>	6,497	8,236	26.8%
6,415	7,043	9.8%	<b>87 Eastside Connector</b>	6,415	7,043	9.8%
73,881	59,298	-19.7%	<b>90 Red Line - BRT</b>	73,881	59,298	-19.7%
86,453	70,771	-18.1%	<b>92 Purple Line - BRT</b>	86,453	70,771	-18.1%
28,023	4,038	-85.6%	<b>Others</b>	28,023	4,038	-85.6%
<b>503,182</b>	<b>505,047</b>	<b>0.4%</b>	<b>Total</b>	<b>503,182</b>	<b>505,047</b>	<b>0.4%</b>

Note: This data may be updated in the future based on new findings or changes to our data sources. YTD ridership may be updated from prior periods due to buses being probed after the 10<sup>th</sup> of each month, and this report being published. Monthly changes will not be replaced by the original.

## TRANSPORTATION SERVICES

### EMPLOYEE OF THE MONTH-

#### COACH OPERATOR #9417 FLOYD HOUSTON

Floyd continues to use life’s challenges as motivation, setting an example of excellence in public transit service for both his peers and our passengers. His positive influence encourages other Operators to carry themselves with a reassuring manner and a sense of style that truly refreshes the spirit. Day in and day out, Floyd keeps his coach running smoothly—even when passengers test the limits of physics and safety.



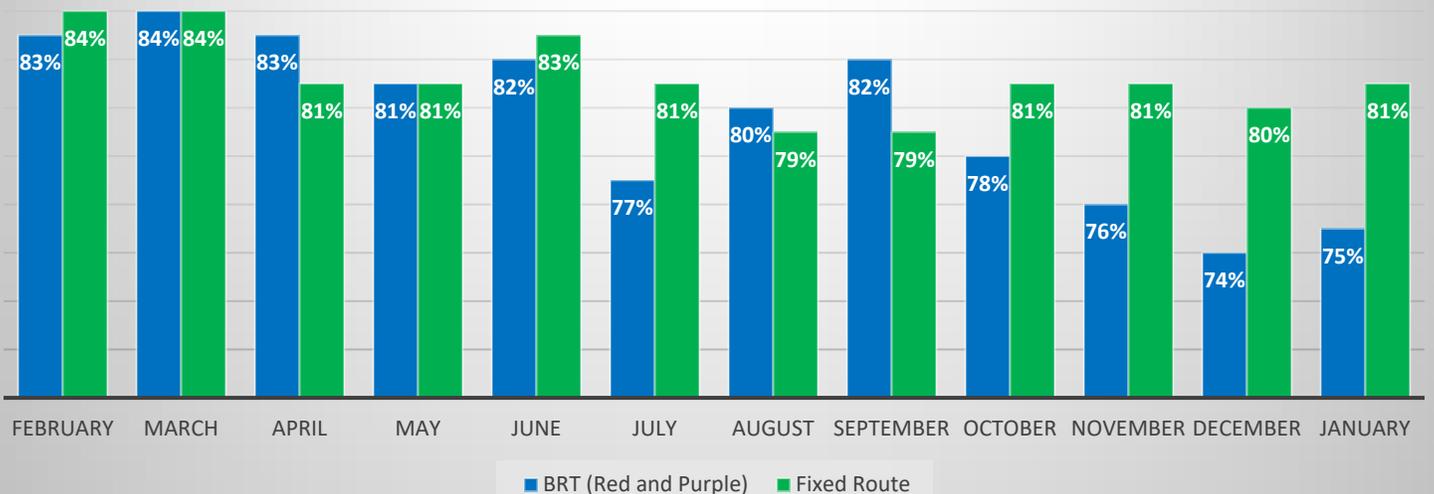
### 90% CLUB – COACH OPERATOR:

#### COACH OPERATOR 10970, DAMON ALEXANDER

The operators who achieve an on-time performance rating of 90% or better during the month are entered into a drawing held each month. The winner receives an extra personal day.



## On Time Performance Last 12 Months



## FLEET SERVICES AND VEHICLE MAINTENANCE

### FLEET SERVICES:

In December, 35 vehicle requests were received for the motor pool. These are non-revenue vehicles available for business use.

There were 157 buses detailed in December, of the 204 available. This is an 76.96% completion rate, a 2% decrease versus the prior month. The goal is to detail every bus at least once per month.

IPTC has logged 8,600,256 miles YTD.

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>2025</b>	722,415	648,282	705,071	698,560	706,584	674,750	728,993	729,345	697,687	787,670	737,299	763,600	<b>8,600,256</b>
<b>2024</b>	713,970	666,235	711,952	696,374	717,371	720,900	773,466	781,842	741,753	766,270	703,347	716,134	<b>8,013,210</b>
<b>2023</b>	698,209	622,160	710,622	669,945	691,684	654,123	676,722	705,206	676,098	700,044	684,871	715,211	<b>8,204,895</b>

### FLUID USAGE SUMMARY:

FLUID TYPE	December 2025	December 2024	December 2023
ATF (qt)	180	95	119
COOLANT (qt)	1,252	1,032	1,670
ENGINE OIL (qt)	728	756	774
DIESEL (gal)	132,235	132,293	130,144

FLUID TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	Sep	OCT	NOV	DEC	YTD
ATF	157	72	200	163	139	93	154	154	167	120	147	180	<b>1,265</b>
COOLANT	944	903	1,122	1,064	1,087	1,028	986	1,277	932	839	1,085	1,252	<b>9,196</b>
DEF	4,761	4,456	4,455	4,247	4,223	3,949	3,986	4,063	3,935	4,142	3,959	4,419	<b>38,231</b>
DIESEL	131,219	119,853	135,505	136,398	133,877	134,572	145,802	143,139	133,827	135,582	123,229	132,235	<b>1,203,972</b>
ENGINE OIL	945	765	841	732	744	683	832	679	777	708	725	756	<b>6,874</b>
UNLEADED	2,103	1,675	1,644	1,631	1,578	1,786	2,402	2,532	1,961	1,686	17,859	1,399	<b>16,596</b>

# SECURITY

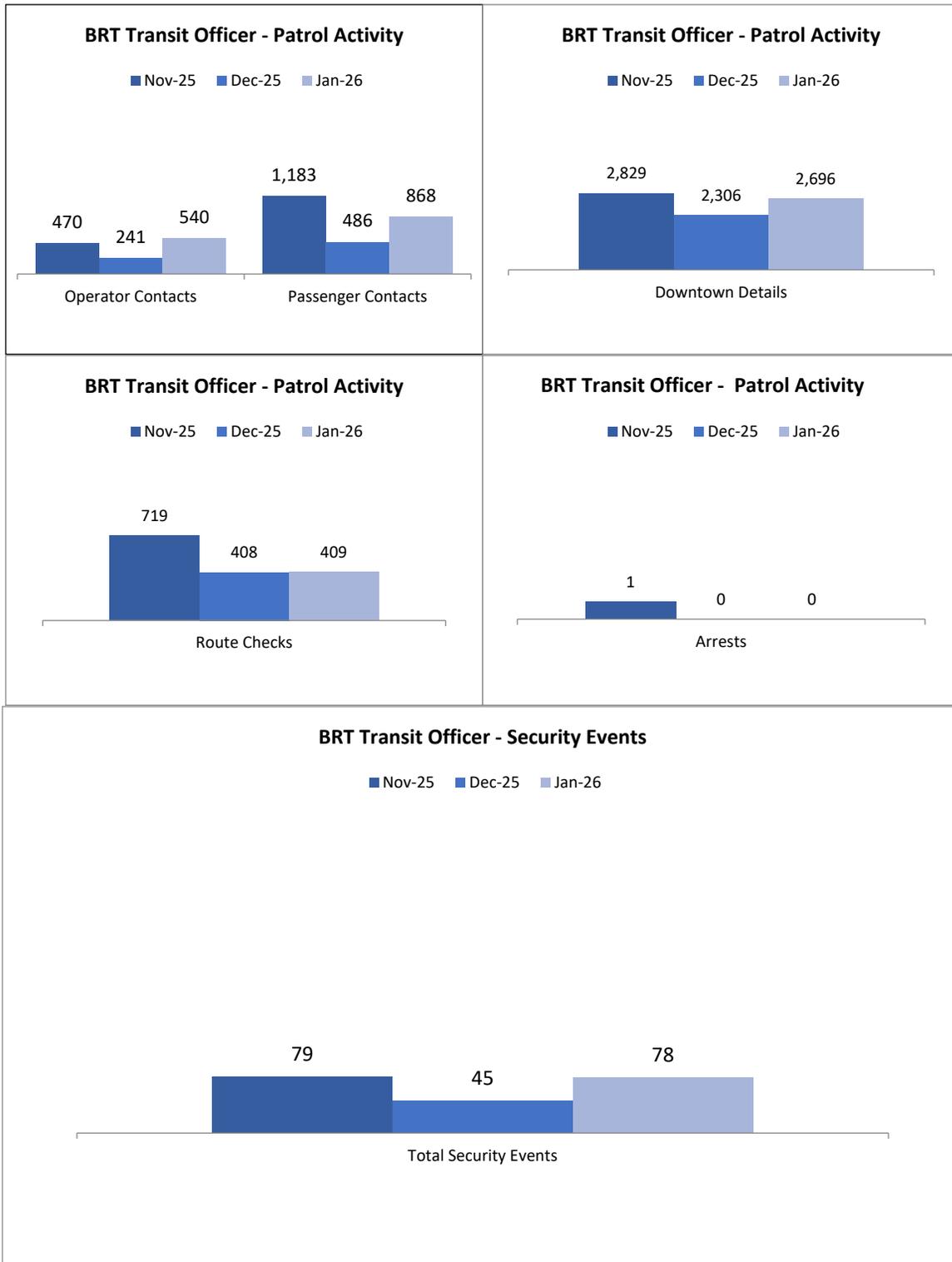
The charts below show a breakdown of activities that the Law Enforcement Officers (LEO) stationed at the Julian M. Carson Transit Center and or on Route Detail have performed or addressed over the last three months.

## FIXED ROUTE SECURITY:



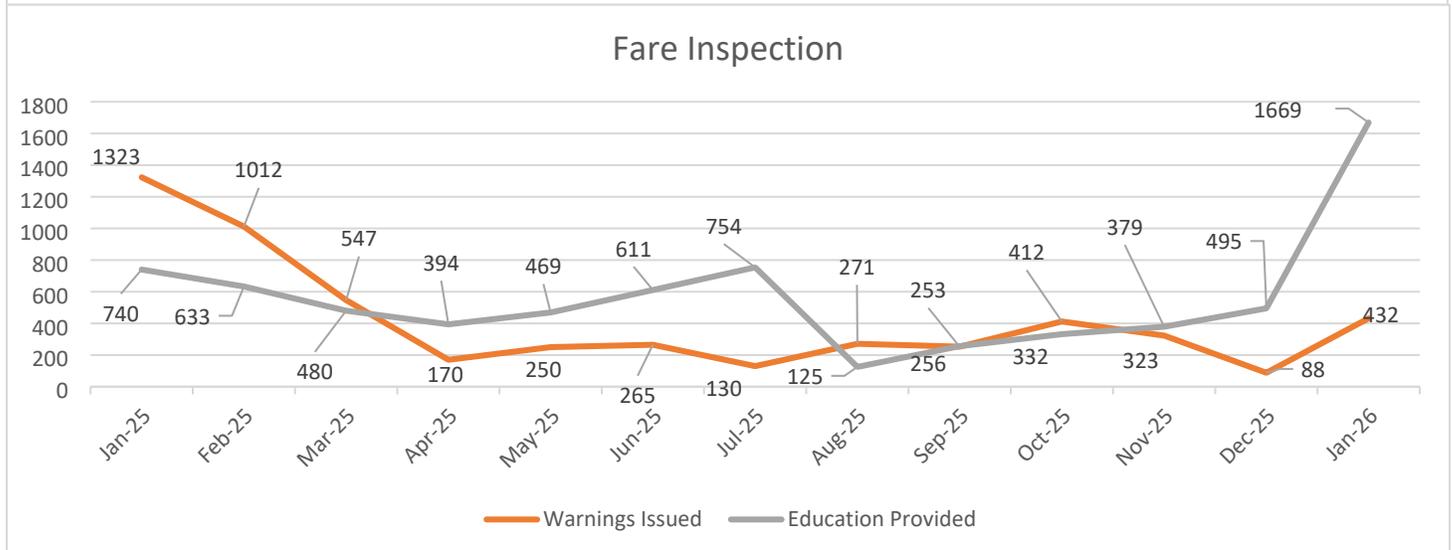
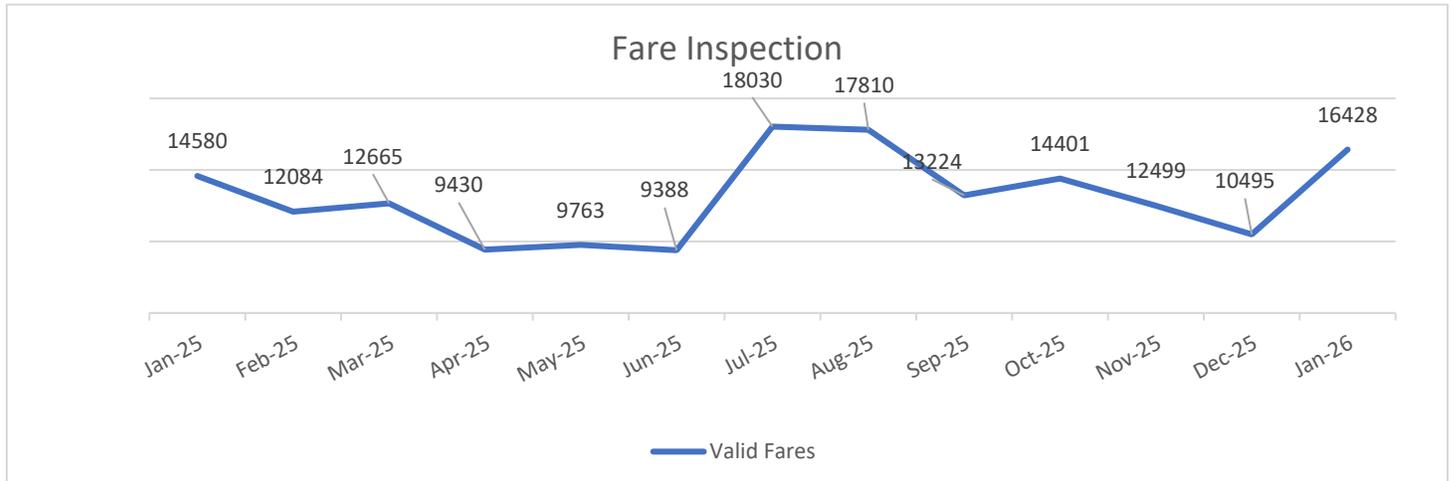
## BRT LINE SECURITY:

The charts below are the BRT Line Security reports. These charts show the LEO's activity on the BRT Routes. These charts also include any activities the Fixed Route LEO may have performed while assisting the BRT Line LEO.



**FARE INSPECTION REPORT:**

The information below shows the fare inspection information, the chart shows passenger contacts representing passengers who had a fare when checked, notifications representing passengers who did not have a fare when checked, and did not/would not purchase a valid fare. Lastly, it shows education represents passengers who did not have fare when checked but purchased a valid fare after being shown the proper procedures.

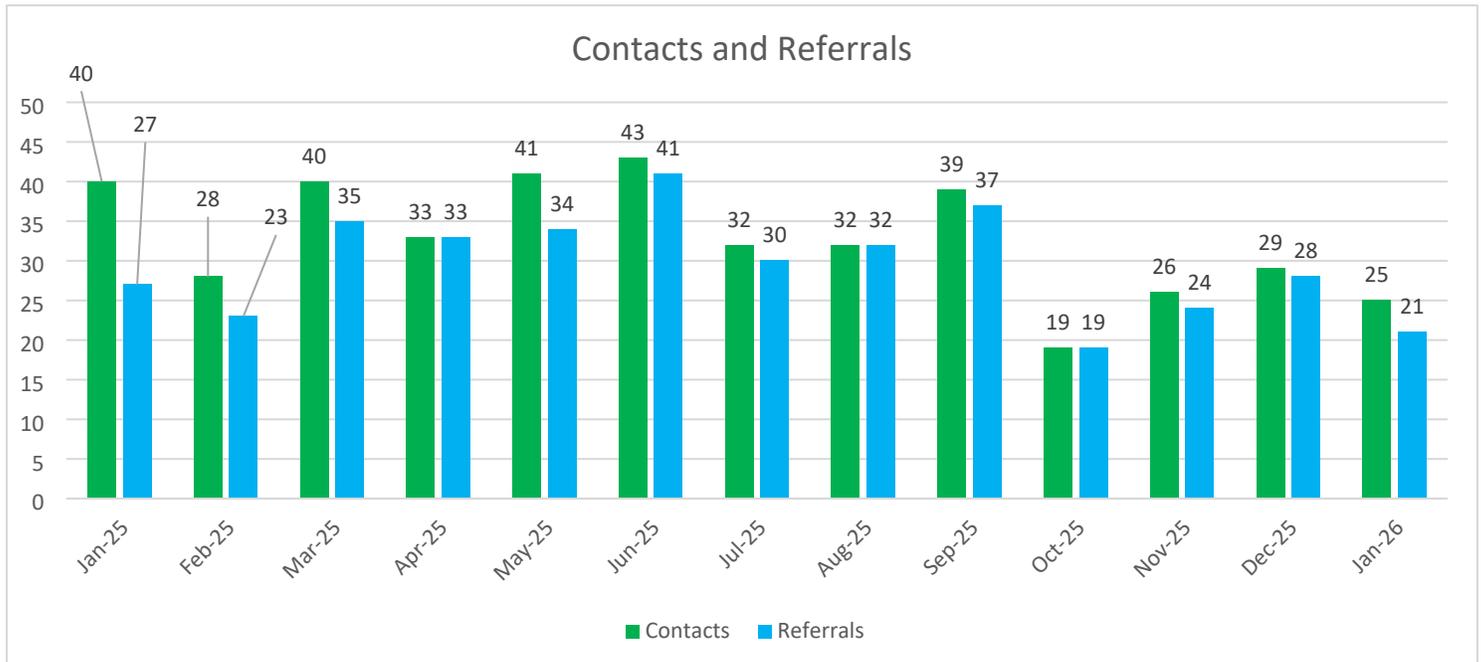


January	Passenger Contact	Notifications	Educations
Monthly	16,428	432	1669
Weekday	13,849	381	1423
Saturday	2,144	39	192
Sunday	435	12	54

2026 YTD	Passenger Contact	Notifications	Educations
Monthly	16,428	432	1669
Weekday	13,849	381	1423
Saturday	2,144	39	192
Sunday	435	12	54

## SOCIAL SERVICES COORDINATOR REPORT:

The information below will show statistical information for those who have been assisted since the implementation of the program. The bottom number is the total number of contacts made with passengers. The top number represents the number of referrals made during those contacts. Referrals are where the passenger was referred to places such as the Horizon House, Rdoor, Wheelers Outreach, etc., for services. Some passengers declined a referral or just wanted general information about the bus system.



There are two class types for trainees hired to be Professional Coach Operators. Those who have the required licensing when hired, and those who have their permit and need to obtain their CDL.

NOVEMBER 2025 CLASSES:

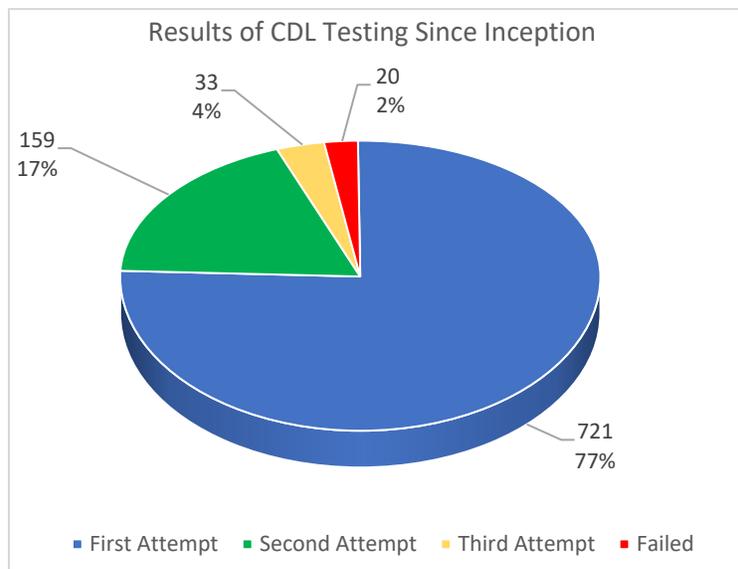
Trainees with Permit – 4

Licensed (CDL) - 2

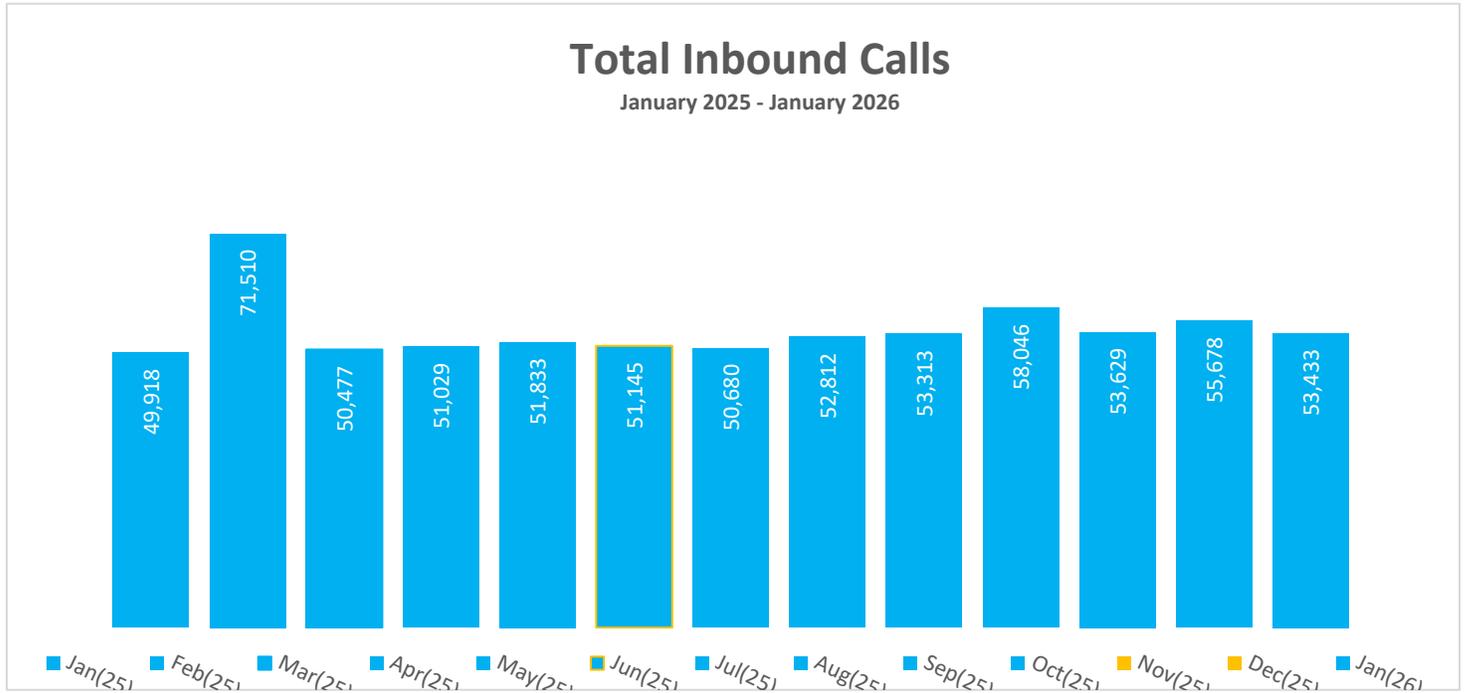
The IndyGo Academy trains new employees who are hired without a CDL license. The table below will show the current year's results to date and the results from the inception of the program. They will also show the number of students who passed on their first, second, or third attempt and the number of students who could not pass it after three attempts.

MONTH	SCHEDULED	1ST ATTEMPT	2ND ATTEMPT	3RD ATTEMPT	FAILED
January	4	2	2	0	0
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

November test percentages: Passed on first attempt 2026 – **50.00%**    **2025 – 82.54%**



January’s call center activity reflects a continued evolution in how riders choose to engage with IndyGo. While call volume decreased by 4.03% compared to December, it was 6.58% higher than the same period last year. At the same time, riders increasingly turned to online complaint forms, and detour-related inquiries began to stabilize. Together, these patterns suggest a growing comfort with digital, self-service options. As riders adopt these more efficient channels, reliance on phone support continues to ease, reinforcing IndyGo’s broader strategy to streamline operations, enhance the rider experience, and sustain lower call volumes over the long term.

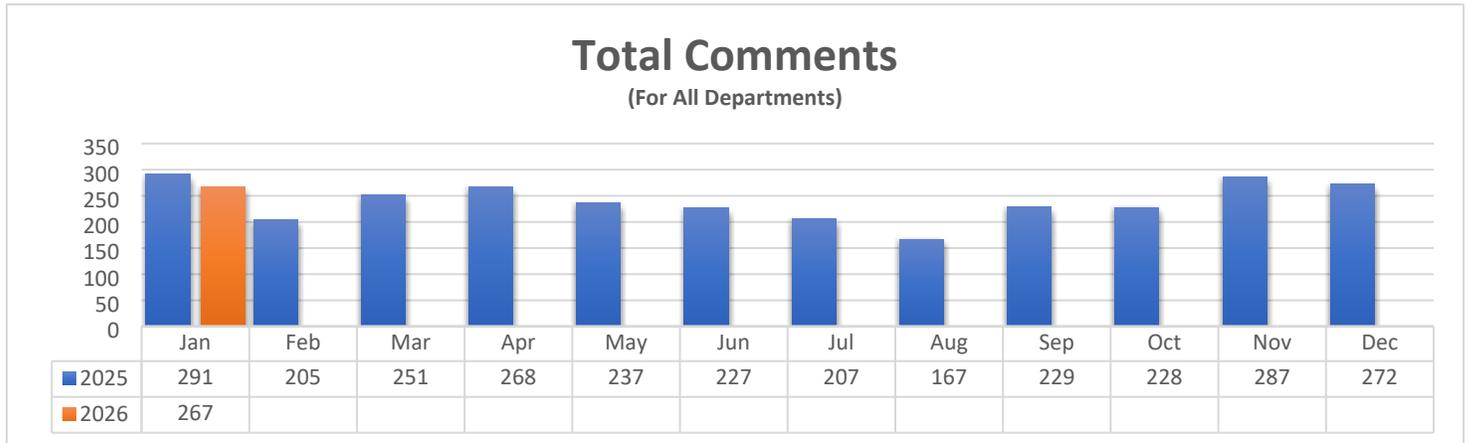


January marked a continued strengthening of call center performance, with Service Levels rising to 91.20%, up from 90.20% in December. This improvement reflects MV Management’s focus on maintaining full staffing coverage, which allowed Service Levels to remain well above the 80% minimum requirement throughout the month. Strong results also underscore the effective use of the Talkdesk platform, paired with proactive operational oversight. Care Center Leadership remains focused on sustaining this level of performance through ongoing monitoring, ensuring consistency, operational stability, and the continued delivery of efficient, high-quality service.



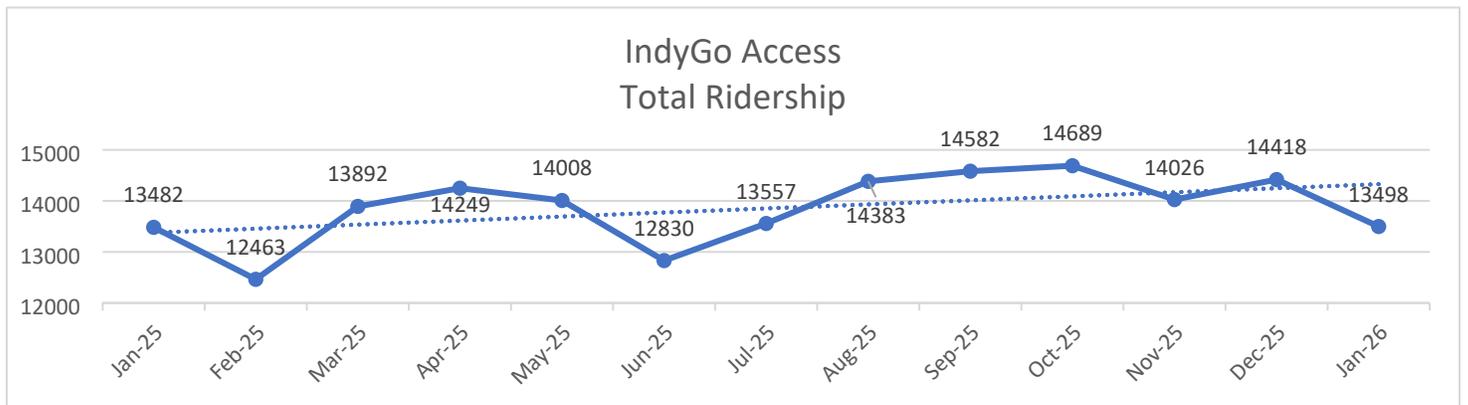
In January 2026, IndyGo received 267 customer comments across all departments, representing an 8.25% decrease compared to the same period last year and a 1.84% decrease from December 2025. Feedback continued to be driven primarily by Fixed Route services, with common themes including pass-by incidents, safety concerns, schedule adherence, and operator courtesy. Mobility Solutions experienced a slight increase in comments related to schedule adherence. Despite

these concerns, compliments for both Fixed Route and Mobility Solutions remained steady, indicating that many customers continued to have positive experiences. Additionally, continued use of digital self-service tools reduced reliance on phone-based support, aligning with IndyGo’s goals to improve operational efficiency, enhance the customer experience, and maintain lower call volumes.



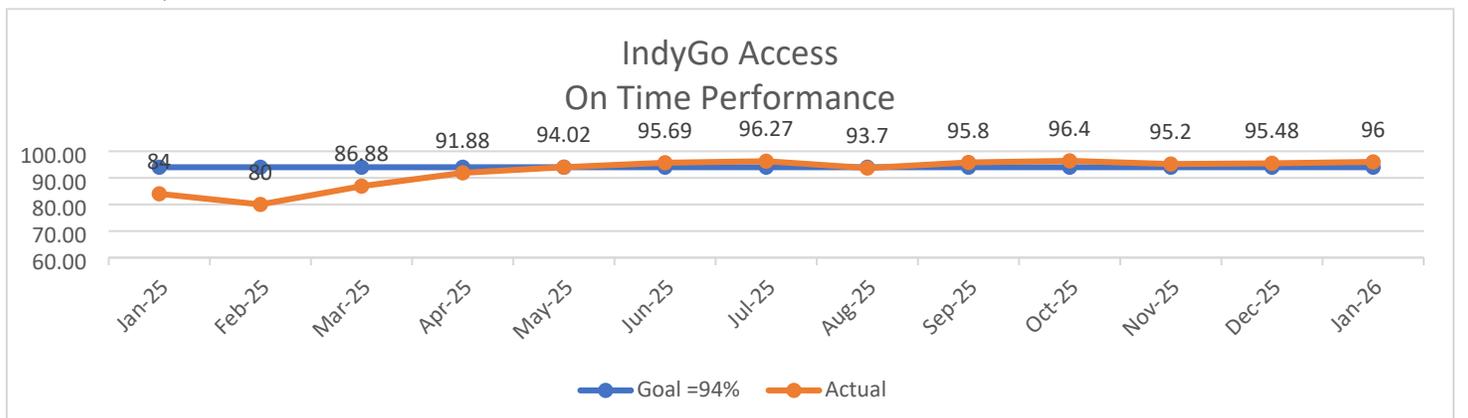
### IndyGo Access Ridership

Ridership was down from December, however the annual trend continues upward.



### On-time Performance

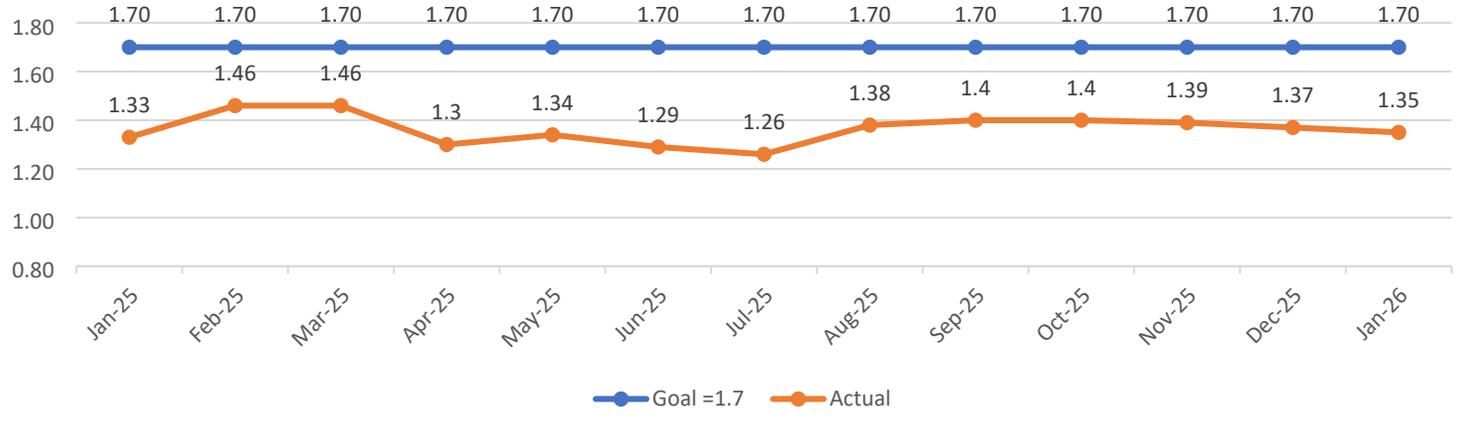
January service levels came in at 96 percent above December’s mark at 95.48. Overall OTP over the past 12 months has risen to 92.4 percent.



### Productivity/Passenger Per Hour (PPH)

PPH came in at 1.35 for December and the trend remains flat. Average over the past 12 months comes to 1.36.

### IndyGo Access Passenger Per Hour



### Drop off Appointment Time

December came in at 95.04 above the goal of 95 percent. Our 12 month average is now coming in at 91.67 percent.

### IndyGo Access Drop off Appointment Time

