



BOARD OF DIRECTORS SPECIAL MEETING AGENDA

WEDNESDAY, JULY 15, 2020

1:00 P.M.

SPECIAL VIRTUAL MEETING

DIRECTORS:

| | |
|-----------------------|---------------------------------|
| City of Del City | Donald Vick |
| City of Edmond | James Boggs, Treasurer |
| City of Midwest City | Aaron Budd |
| City of Moore | Steve Eddy |
| City of Norman | Marion Hutchison, Vice Chairman |
| City of Oklahoma City | Brad Henry, Chairman |
| City of Oklahoma City | Mary Mélon, Secretary |

Virtual Meeting: <https://okc.zoom.us/j/3243307877>

Meeting ID: 324 330 7877
Password: 321643

MEETING

It is the policy of RTA to ensure communication with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability that would like to participate in the meeting but requires an accommodation, modification of policies/procedures, auxiliary aid or service, or an alternate format of the agenda/information provided at the meeting, please contact the Trust Specialist at 405-297-2824 within 48 hours (not including weekends or holidays) of scheduled meeting. Individuals utilizing TTY/TDD technology for telephone communication should utilize the free "711 Relay Oklahoma" service by dialing 711 to assist you in contacting the Trust Specialist.

VIRTUAL MEETING

Phone No: 1-346-248-7799 or 1-888-475-4499 (toll free)

Meeting ID: 324 330 7877

Password: 321643

The RTA will hold a virtual meeting in conjunction with a special meeting on July 15, 2020 at 1:00 p.m. The RTA encourages virtual participation in the public meeting from the residents of Oklahoma City, Del City, Edmond, Midwest City, Moore and Norman. Below are instructions on how to listen to the meeting, request to speak on certain agenda items and how to request to speak under Public comments.

To speak on a certain agenda item, place a call, in advance of the meeting to 405-297-2824 or text your request in advance of the meeting to 405-479-1615 or email lisa.hubbell@okc.gov. Include your name, the agenda item number and the reason you would like to speak. **Please submit your request prior to the beginning of the meeting to avoid receiving your request after your item has been considered.** Staff will attempt to submit requests received during the meeting to process them to the Chairman. When you are recognized by the Chairman, please press *6 to unmute your phone.

If the virtual meeting is disconnected, staff will attempt to restore communications for a maximum of 15 minutes and if communications cannot be restored, the meeting will reconvene to the next regularly scheduled meeting. If you are disconnected, please try again before calling 405-297-2824 or texting 405-479-1615.

JULY 15, 2020

1:00 p.m.

SPECIAL VIRTUAL MEETING AGENDA

- 1. Call to Order – Brad Henry, RTA Board Chairman**
- 2. Roll Call – Brad Henry, RTA Board Chairman**
- 3. Minutes of June 17, 2020 Regional Transportation Authority Meeting**
- 4. Executive Director Reports – Jason Ferbrache, Interim Executive Director**
 - A. Administration Report
- 5. Committee Reports – Board of Directors**
 - A. Property Acquisition Committee – Discussion with BNSF Railroad
 - B. RFQ Evaluation Committee
- 6. Renewal of Professional Service Agreement with Holmes and Associates, LLC**, extending the term of the agreement from September 19, 2020 to September 18, 2022, estimated annual cost \$500,035.
- 7. Agreement with the Central Oklahoma Transportation and Parking Authority**, assigning the Regional Transportation Authority of Central Oklahoma as a sub-recipient for federal mass transit funding for the Oklahoma City urbanized area, estimated cost \$700,000.
- 8. Professional Services Contract with Kimley-Horn**, to update the Alternative Analysis of the Commuter Corridor Study, July 15, 2020 to July 14, 2024, cost not to exceed \$8,068,404; and authorize Notice to Proceed for Task Order 1, cost not to exceed total maximum fee of \$699,404.
- 9. Request for Proposal, RTA 21-001 External Audit Services**, for independent auditing services for the period of February 2019 to June 30, 2020, estimated cost \$15,000.
- 10. Receive Financial Report, and Ratify and Approve Claims**
 - A. Period of June 1, 2020 through June 30, 2020
- 11. Public Comments – Brad Henry, RTA Board Chairman**

12. Executive Session – Hailey Rawson, Legal Counsel

Enter into Executive Session to discuss real property acquisition with BNSF Railroad, as authorized by 25 O.S. (2019) §307 (B)(3).

13. Reconvene and Provide Executive Session Reportable Action(s)– Brad Henry, RTA Board Chairman

14. New Business – Brad Henry, RTA Board Chairman

Non action items that were not known or reasonably foreseen at the time of the posting of the agenda. This may include requests for future agenda items.

15. Adjournment



BOARD OF DIRECTORS MEETING MINUTES

The regular scheduled meeting of the Regional Transportation Authority (RTA) was convened at 2:37 p.m. on Wednesday, June 17, 2020, via teleconference. The agenda via teleconference was filed with the City Clerks of the City of Del City, the City of Edmond, the City of Midwest City, the City of Moore, the City of Norman, The City of Oklahoma City, and the Oklahoma County Clerk on June 15, 2020. The Chair announced if the teleconference is disconnected anytime during the meeting, the meeting shall be stopped and reconvened once the audio connections is restored. If communication is unable to be restored within 15 minutes, items remaining for consideration will be moved to a certain date and time.

RTA Board of Directors Present

Brad Henry, Chairman
Marion Hutchison, Vice Chairman
James Boggs, Treasurer
Mary Mélon, Secretary
Donald Vick
Aaron Budd
Steve Eddy

Entity

Oklahoma City
Norman
Edmond
Oklahoma City
Del City
Midwest City
Moore

RTA Board of Directors Absent

None

Municipal Staff Support Present

Randy Entz, Edmond
Josh Moore, Edmond
Billy Harless, Midwest City
Tom Leatherbee, Del City

Guests Present

Kathryn Holmes, Holmes & Associates LLC
Heidi Katz, HNTB
Hayden Harrison, ACOG
Hannah Nolen, ACOG
Lee Nichols, HALFF
Mark Seibold, Crafton Tull
Chris Gray, CTA

Derek Sparks, OKC Chamber
Christy Jameson, City of OKC
Bill Crum, The Oklahoman

COTPA Staff

Jason Ferbrache, Interim Executive Director
Hailey Rawson, COTPA Legal Counsel
Suzanne Wickenkamp, Administrative Manager, COTPA
Michael Scroggins, Public Information Manager
Tysheeka Holley, Graphic Design Specialist
Iris Newman, Administrative Assistant
Lisa K. Hubbell, Trust Specialist

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

June 17, 2020

2:30 p.m.

TELECONFERENCE MEETING MINUTES

1. Call to Order – 2:37 p.m.

Chairman Henry called the meeting to order.

2. Roll Call – Brad Henry, RTA Board Chairman

PRESENT: Boggs, Budd, Eddy, Henry, Hutchison, Melon, and Vick

ABSENT: None.

3. Consider minutes of April 13, 2020 Regional Transportation Authority Meeting

Chairman Henry recommended an amendment; Tom Leatherbee should be listed as an employee instead of a guest.

AMENDED. Moved by Melon, seconded by Eddy. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon and Vick.

APPROVED. Moved by Melon, seconded by Eddy. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon, and Vick.

4. Executive Director Reports – Jason Ferbrache, Interim Executive Director

A. Administration Report

Administrative Manager Suzanne Wickenkamp commented.

- Receipt of Conflict of Interest forms

- Renewal of Liability Insurance
- Public record on RTA website
- RFQ ALTERNATIVE ANALYSIS STUDY

5. Committee Reports – Board Directors

~~B.~~ A. Property Acquisition Committee

Director Hutchison commented

- 2 bills passed were unanimously
- Kathryn Holmes spoke with BNSF

~~C.~~ B. RFQ Evaluation Committee

Director Eddy commented

6. Resolution accepting the Evaluation Committee recommendation and approving the short list of proposers for RTA 2020-001, Alternatives Analysis Update; and authorizing negotiations with the most qualified respondent; and authorize the Interim Executive Director to request a cost proposal and initiate negotiations with the most qualified respondent, and if the negotiations are not successful with the most qualified respondent, authorize negotiations with the second most qualified respondent.

Interim Executive Director, Jason Ferbrache recommended an amendment of resolution to recommend short list with Kimley Horn as number one choice and HNTB as the number two choice.

AMENDED. Moved by Melon, seconded by Boggs. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon and Vick.

ADOPTED. Moved by Melon, seconded by Vick. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon, and Vick.

7. Resolution adopting the Regional Transportation Authority of Central Oklahoma Fiscal Year 2021 Budget (Attachment "A"); and directing the Interim Executive Director to implement and administer the budget.

ADOPTED. Moved by Melon, seconded by Budd. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon, and Vick.

8. Receive Financial Reports, and Ratify and Approve Paid Claims:

- A. Period of April 1, 2020 through April 30, 2020
- B. Period of May 1, 2020 through May 31, 2020

RECEIVED AND APPROVED: 8. A-B. Moved by Eddy, seconded by Budd. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Melon, and Vick.

9. Public Comments – Brad Henry, RTA Board Chairman

None

10. New Business – Brad Henry, RTA Board Chairman

None

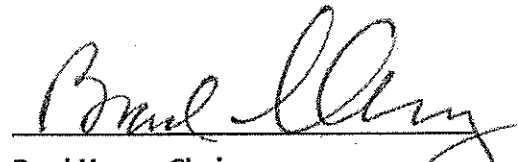
11. Adjourned – 3:07 p.m.

APPROVED by the Board of Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma, on this **15th** day of **July, 2020**.

ATTEST:



Mary Melon, Secretary



Brad Henry, Chairman



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Renewal of Professional Services Agreement with Holmes and Associates, LLC, extending the term of the agreement from September 19, 2020 to September 18, 2022, estimated annual cost \$500,035.

Background On September 19, 2017, the Association of Central Oklahoma Governments (ACOG) entered into an agreement with Holmes and Associates, LLC, to provide legal and technical assistance in planning support to define and create the Regional Transportation Authority of Central Oklahoma (RTA). ACOG renewed the agreement in 2018, for a period of two years. On November 1, 2019, ACOG and the RTA entered into an Assignment and Assumption Agreement, assigning the professional services contract to the RTA.

Holmes and Associates, LLC, continues to perform additional tasks in the original Scope of Work under the supervision and direction of the RTA Board of Directors. The RTA and Holmes and Associates, LLC, agree to renew the agreement for an addition two year period.

Holmes and Associates, LLC will continue to support the RTA in updating the Alternatives Analysis of the Commuter Corridor Study and facilitate negotiations with BNSF for right of way acquisitions related to developing a light rail commuter system.

Recommendation: Approve the Agreement.

Jason Ferbrache
Interim Executive Director

AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made effective the 19th day of September 2020 (the “Effective Date”), by and between Holmes & Associates LLC (Consultant), and Regional Transportation Authority of Central Oklahoma (RTA). Consultant and RTA may be referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, ACOG is an Oklahoma public agency designated as a Metropolitan Planning Organization for the Central Oklahoma region and governed by its Regional Council, which is made up of officials from various local governments in the region; and

WHEREAS, on September 22, 2015, ACOG created a Regional Transit Authority Task Force (Task Force) comprised of interested Central Oklahoma municipalities for the purpose of developing a Regional Transportation Authority pursuant to the authority found in Title 68, Oklahoma Statutes §68-1370.7 (2014); and

WHEREAS, on April 18, 2017, ACOG, on behalf of the Task Force, did publicly issue a Request for Proposal (RFP) Defining and Creating a Regional Transit Authority in Central Oklahoma seeking interested parties to submit statements of qualifications to provide legal and technical assistance and planning support (Work) as described in the RFP;

WHEREAS, upon ACOG’s evaluation of the proposers’ project understanding, approach to work, statement of qualifications, and experience working with metropolitan planning organizations and state departments of transportation, ACOG did select Consultant as the preferred entity to negotiate a contract to perform the Work (Agreement);

WHEREAS, the Agreement has an expiration date of September 19, 2020, which may be extended as permitted therein; and

WHEREAS, Consultant satisfactorily performed the initial scope of the Work as described in the RFP and led the Task Force to create the RTA as a public trust pursuant to the authority of Title 60 OS §176, as authorized by Title 68 OS §1370.7, for the purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of a regional transportation district; and

WHEREAS, the RTA is governed by its Board of Directors (the RTA Board) comprised of appointed representatives of beneficiaries of the trust; and

WHEREAS, effective November 1, 2019, ACOG assigned all its rights and obligations under the Agreement to RTA; and

WHEREAS, RTA desires to extend the Agreement with Consultant for an additional Term to perform the Work set forth in the Scope of Services; and

WHEREAS, Consultant and RTA have agreed on all terms and conditions set forth below and both Parties agree to abide by this Agreement.

NOW, THEREFORE, based on the foregoing, the Parties agree as follows:

AGREEMENT

1. Scope of Services.

- a. Consultant agrees to provide services to RTA as set forth in Exhibit A during the Term of this Agreement. New services may be added to this Agreement by the attachment of new Exhibits signed by both Parties. For purposes hereof, the "Term" of this Agreement shall commence on the Effective Date and continue for a period of two (2) years thereafter. Upon the expiration of the Term, this Agreement may be extended by written agreement of the Parties for an additional Term for a period as agreed upon by the parties.
- b. Consultant agrees to serve as Owner's Representative to assist RTA in the development, review, and assessment of requests for proposals that may be issued by RTA, and to supervise and manage the development, construction, and implementation of a public transportation system and related improvements.

2. Payment.

- a. In exchange for the services to be provided by Consultant during the Term, RTA agrees to pay Consultant for wages, costs, and expenses incurred by Consultant in the performance of the Work; provided that, in no event shall such wages, costs, and expenses compensated hereunder during the Term exceed an aggregate amount of \$ 1,070,000.00.
- b. RTA will reimburse Consultant for work performed at the rate of \$395 per hour.
- c. RTA will reimburse Consultant for costs and expenses incurred in connection with subcontracts and consulting agreements entered into with third parties for performance of any of the Work which Consultant agrees to render pursuant to this Agreement. If Consultant subcontracts a portion of the Work, a project management fee equal to 15% of the subconsultants total cost for

this work will be paid to the Consultant for administration and management of the project.

- d. RTA will reimburse Consultant for actual costs of travel and subsistence according to the established policies of RTA, as may be updated from time to time in RTA's sole discretion.
- e. RTA will reimburse Consultant for other direct nonwage costs and expenses incurred by Consultant in connection with its performance of the work which may include, but not be limited to, photocopies, printing, and computerized legal research.
- f. At the end of each month the Consultant shall submit invoices to RTA for payment in the form specified by RTA and following the accounting protocols directed by RTA. Such invoices must be received by RTA by no later than the fifth (5th) calendar day of that succeeding month to ensure Consultant will be paid within thirty (30) calendar days of receipt. Any invoices received after the fifth (5th) calendar day of that succeeding month, may not be considered for payment until the month following and Consultant may not be paid until thirty (30) calendar days following that later date. The amount invoiced shall cover wages, costs, and expenses incurred by Consultant to perform the Work during the preceding accounting period. Supporting documentation for all costs contained in the invoice will be submitted with each invoice and in such detail as RTA may require. RTA shall have the right to disapprove specific elements of each invoice. RTA shall provide, in writing, such disapproval to the Consultant within twenty-five (25) working days of invoice submittal. Approval by RTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved in writing shall be paid in accordance with the terms above. Invoices that have been timely received and have not been disapproved by RTA, but which have not been paid within 60 days after the invoice submittal will be assessed a late fee of 5 percent, per annum, calculated on the unpaid balance.
- g. The Consultant shall submit with each Invoice a time sheet showing cost documentation related to the performance of labor services under this Agreement, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of RTA, written or electronic data supporting the labor services shall be made available within a reasonable time during the Term and for a period of three (3) years thereafter. Consultant agrees that it shall require (as a matter of written contract) that similar records be maintained by all sub-Consultants at any tier utilized in the performance of this Work.

3. Independent Consultant. Consultant acknowledges and agrees that it is an independent Consultant and neither it nor its employees are employees, partners or part of a joint venture with RTA.
4. Licensing. Consultant agrees that it has all of the necessary and appropriate experience and licensing required by law or that is standard in the industry for the nature of the services being rendered. Consultant further agrees to maintain such licensure throughout the term of this Agreement.
5. Insurance. Consultant agrees to maintain: a) occurrence type Commercial General Liability Insurance in the minimum amount of One Million Dollars and No Cents (\$1,000,000) at all times during the Term; b) automobile insurance covering owned, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage; and c) Workers' Compensation in the minimum amount of One Million Dollars (\$1,000,000) at all times during the Term, insurance or a waiver conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its sub-Consultants, representatives, or agents as long as they are engaged in the work covered by this Agreement or such sub-Consultants, representatives, or agents shall provide evidence of their own Worker's Compensation insurance.
6. Ownership of Materials. All data, including but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, hereinafter referred to as data and materials developed by the Consultant as a part of its Work under this Agreement are the property of RTA and upon completion of this Agreement, or upon the termination or cancellation of this Agreement shall be delivered to RTA prior to final payment. All other materials provided to Consultant by RTA to perform this Agreement shall be retained by RTA at completion, termination, or cancellation.
7. Applicable Laws.
 - a. Consultant shall obey all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to Consultant's operations.
 - b. This Agreement shall be construed under and in accordance with the laws of the State of Oklahoma.
8. Representatives. RTA hereby appoints RTA Interim Executive Director Jason M. Ferbrache as the representative to assist in the administrative management of this Agreement, to ensure that the work to be performed is timely and adequately performed, and to provide for any approvals as may be required by this Agreement. RTA's representative shall assist in monitoring and evaluating this Agreement to

completion. Consultant's representative is Kathryn A. Holmes. Consultant shall be responsible to complete the work as described in its response to the RFP and Exhibit A.

9. Notices. Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

If to the Consultant: Holmes & Associates LLC
ATTN: Kathryn A. Holmes
910 S. Donner Way, Ste. 304
Salt Lake City, Utah 84108
Email: kathryn@holmesassociatesllc.com

If to RTA: Regional Transportation Authority of Central Oklahoma
ATTN: Jason M. Ferbrache
2000 S. May Avenue
Oklahoma City, OK 73108
Email: jason.ferbrache@okc.gov

Either Party may change their address upon written notice to the other Party.

10. Event of Default. The material breach or failure of either party to pay any amount required hereunder or perform any other covenant, condition, agreement or provision contained herein within ten (10) days after receipt by that party of written notice of such breach or failure shall each constitute an "Event of Default" hereunder. Upon the occurrence and continuance of an Event of Default, the non-defaulting party may, at its option and without any obligation to do so, terminate this Agreement and/or pursue any remedy now or hereafter available under the laws or judicial decisions of the State of Oklahoma.

11. Attorney's Fees. In the event of any arbitration or litigation arising out of this Agreement or an Event of Default, the non-prevailing party shall reimburse the prevailing party for out of pocket costs through arbitration, trials and appeals, including without limitation, its reasonable attorney fees, court costs, bonds, and witness fees.

12. Termination.

- a. Without Cause. RTA may terminate this Agreement for any reason or for no reason upon at least sixty (60) days' prior written notice to Consultant.
- b. For Cause. RTA shall have the right to immediately terminate this Agreement upon notice to Consultant in the event that Consultant: (i) triggers an Event of

Default by failing to comply with any of the covenants, representations or warranties set forth in this Agreement or as set forth in the RFP and to cure same within a reasonable period of time; (ii) is convicted of or pleads guilty or no contest to any crime (other than a minor traffic violation) or commits or participates in an injurious act of any person, any act of fraud or dishonesty, or a willful or grossly negligent act that causes or may cause harm to RTA or its business.

- c. If the Agreement is terminated for any reason other than as described in Section 7(b), then RTA shall pay to Consultant in accordance with the final terms and conditions of this Agreement all sums actually due and owing from RTA for all Work performed and expenses incurred up to the day written notice of termination is given, plus costs reasonably and necessarily incurred by Consultant to affect such suspension or termination.
13. Taxes and Assessments. Consultant shall pay all lawful taxes, assessments, or charges which at any time may be levied any tax or assessment levying body upon its interest in this Agreement.
 14. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both Parties.
 15. Assignment. This Agreement may not be transferred or assigned by Consultant without the written permission of the RTA, which may be withheld at its sole discretion.
 16. Agreement Binding. Consultant covenants that the provisions of this Agreement shall be binding upon its heirs, successors, representatives, and agents.
 17. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties. One or more waiver of any term, condition, or other provision of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
 18. Confidentiality. Consultant acknowledges that during the term of the Agreement and thereafter, it will have access to and become acquainted with confidential information that is valuable, special or a unique asset of RTA or that is a protected record as defined by Oklahoma law ("Confidential Information") which shall be protected from improper disclosure. Consultant agrees that it will not at any time or in any manner either directly or indirectly, use any Confidential Information for his own benefit, or

divulge, disclose, or communicate in any manner any Confidential Information to any third party without the prior written consent of RTA. Consultant agrees to protect the Confidential Information and treat it as strictly confidential. A violation of this clause shall be material breach of this Agreement. If it appears that Consultant has disclosed (or has threatened to disclose) Confidential Information in breach of this Agreement, then RTA shall be entitled to an injunction to restrain it from disclosing, in whole or in part, such Confidential Information, or from providing any services to any party to whom such Confidential Information has been disclosed or may be disclosed.

19. Waivers. The failure or delay of any party at any time to enforce this Agreement shall not affect such party's right to enforce this Agreement at any other time. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in any other circumstance.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will be deemed to be a single agreement. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. A facsimile signature on this Agreement shall be considered as an original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as the day, month, and year first written above.

Regional Transportation Authority of Central Oklahoma


 Jason M. Ferbrache, RTA Interim Executive Director

Holmes & Associates LLC


 Kathryn A. Holmes, Managing Member

EXHIBIT A

Scope of Services

| TASK 1: Railroad Discussions [Months 1-10] | | |
|--|---|---|
| Task No. | Key Tasks | Deliverables |
| 1.1 | Continue discussions with BNSF regarding potential commuter rail operations | Monthly Reporting |
| 1.2 | Participate with BNSF in operations planning | Monthly Reporting |
| 1.3 | Identify freight and passenger capacity issues | Schedule of Issues |
| 1.4 | Work collaboratively with BNSF to develop operations plan which accommodates essential freight rail service and reliable, affordable passenger service | Conceptual Operations Plan: service, operations, infrastructure |
| TASK 2: Alternatives Analysis Update [Months 1-24] | | |
| Task No. | Key Tasks | Deliverables |
| 2.1 | Supervise and manage AA Consultant | Monthly Reporting |
| 2.2 | Oversee AA Update with adoption of LPA on North/South/East Corridors | Monthly Reporting |
| 2.3 | Review regional travel model with emphasis on mode choice element | Memorandum documenting observations |
| 2.4 | Review station location and update selection | Memorandum documenting observations |
| 2.5 | Review future land use assumption inputs into the travel model to understand proposed corridors and compatibility with transit-supportive land uses | Memorandum documenting observations |
| 2.6 | Update assumptions regarding transit operations with likely actual trackage rights and operating scenarios informed by BNSF discussions. | Memorandum documenting observations |
| 2.7 | RTA facilitated meeting to report on Alternatives Analysis Update: Modal recommendation for LPAs, station area plans, service plans, scenario development, conceptual engineering, operating costs, ridership evaluation using FTA STOPS method | Agenda Meeting materials Presentation |
| 2.8 | Adopt LPA for mode and station locations for corridors | Locally Preferred Alternative Report |

| TASK 3: RTA Referendum Planning [[Months 12-24] | | |
|--|---|--|
| Task No. | Key Tasks | Deliverables |
| 3.1 | Support activities to pass railroad immunity legislation | Draft legislation and supporting materials as needed |
| 3.2 | Develop initial staffing plan and budget | RTA staffing plan and budget |
| 3.3 | Develop information to support public opinion surveys | Polling information |
| 3.4 | RTA facilitated meeting to discuss RTA staffing plan, budget, and polling information | Agenda Meeting materials Presentation |
| TASK 4: FTA CIG Program and Financial Planning [Months 20-24] | | |
| Task No. | Key Tasks | Deliverables |
| 4.1 | RTA Board training regarding FTA CIG program requirements | PowerPoint presentation |
| 4.2 | Develop key policies and procedures to manage risk and build culture of compliance within FTA grant framework | Draft key FTA policies and procedures: Grants Management, Spending/Contracting, Record Retention, Civil rights |
| 4.3 | RTA facilitated meeting: Training on FTA program requirements; Discuss key policies and procedures | Agenda Meeting materials Presentation |
| 4.4 | Initiation of FTA CIG grant process | Financial Planning Framework |



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Agreement with the Central Oklahoma Transportation and Parking Authority, to establish the Regional Transportation Authority of Central Oklahoma as a subrecipient of the Central Oklahoma Transportation and Parking Authority to establish necessary procedures and accountability for federal grant funds that are available to update the Alternative Analysis for regional fixed guideway public transportation, retroactive to July 1, 2020 to June 30, 2025.

Background During the January 29, 2020 Regional Transportation Authority of Central Oklahoma (RTA) Board of Directors meeting, the RTA entered into a Memorandum of Understanding with the Central Oklahoma Transportation and Parking Authority (COTPA) to provide administrative services to RTA (Item VI. A.).

Currently the RTA is advancing two major initiatives, negotiations with BNSF for potential access to the BNSF rail corridor and selecting a consultant to assist in updating the Alternative Analysis (AA) / Commuter Corridor study completed in 2013.

Funding for the AA update study was originally programmed as part of the PL Planning funds received by ACOG from FHWA through ODOT. It has been determined that the RTA is not eligible to be a direct or subrecipient of the PL funds so FHWA, FTA and ODOT have agreed that to obligate the PL funds for the original purpose of updating the AA, a portion of the 5307 funds allocated to COTPA to advance public transit within the region be programmed for the AA update. To effectuate this arrangement and to be consistent with FTA guidance, the RTA shall be a subrecipient of COTPA.

With approval of this agreement, the RTA will be an eligible subrecipient of COTPA. COTPA will provide subrecipient monitoring and assist in administering the consultant agreement. The total funding available for this study is \$700,000.

Recommendation: Approve the Agreement.

Jason Ferbrache
Interim Executive Director

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of July, 2020 ("Effective Date"), by and between the CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY, public trust ("**COTPA**"), and the Regional Transit Authority, municipal corporation ("**RTA**").

WITNESSETH:

WHEREAS, there exists in the Oklahoma City, Oklahoma urbanized area, which includes the Regional Transit Authority of Central Oklahoma, a need for public mass transit service; and

WHEREAS, **COTPA** has been designated as the recipient of all federal mass transit funding for the Oklahoma City urbanized area; and

WHEREAS, the **RTA** has an Administrative Service Agreement with **COTPA**, to provide administrative services; and

NOW, THEREFORE, in consideration of the mutual agreements and conditions herein described and set forth, the parties hereto agree as follows:

PURPOSE

The purpose of this Agreement is to establish the RTA as a subrecipient of COTPA for federal grant funds for the purpose of updating the Alternative Analysis for fixed guide way public transportation for the region and require the RTA to have the necessary controls and procedures to meet federal requirements associated with the expenditure of federal grant funds.

TERM

The term of this Agreement shall commence on July 1, 2020 and continue until June 30, 2025.

FEDERAL FUNDING

The funding schedule is to be determined annually and is subject to funding availability.

RTA agrees to provide to **COTPA** a Transportation Improvement Program (TIP) list of current Transportation projects for which federal funding is being requested. TIP projects should be presented to the Administrator of **COTPA** each December 1st for the upcoming fiscal year.

COTPA will reimburse **RTA** the applicable percentage federal funding apportionment after proper documentation to verify compliance with all applicable federal rules and regulation and reimbursable invoices are submitted by **RTA** and reviewed and accepted by **COTPA**.

FTA TERMS AND CONDITIONS

The **RTA** agrees to comply with all applicable Federal Transit Administration (FTA) Certifications and Assurances and are considered as integral to this Agreement. The Certifications and Assurances for FTA Assistance Programs may be found at <http://www.fta.dot.gov/grants/13071.html>. The **RTA** will be certified

through **COTPA** and will be incorporated in this Agreement upon execution by **COTPA**. Certain provisions of these Terms and Conditions are applicable separately or jointly to the parties to this Agreement. The **RTA** agrees to comply with the requirements as applicable and to execute all attached affidavits. The **RTA** further agrees that any Federal term, condition or requirement which conflicts with any provision of this Agreement and/or local directive or requirement shall take precedence over any such stipulation.

REPORTING REQUIREMENTS

RTA agrees to implement appropriate systems to capture the financial and non-financial information required by provisions of the FTA's National Transit Database as outlined in 49 CFR 630 and/or other reporting deemed reasonably necessary by **COTPA**.

CONDITIONS

1. By May 1 of each agreement year, the **RTA** agrees to certify adherence to the FTA Certifications and Assurances by providing to **COTPA** the following applicable policies and procedures, including but not limited to:
 - a. Procurement policies and procedures that comply with 49 CFR 18.36, or as amended
 - b. DBE Program, goals, and complaints as outlined in 49 CFR Part 26, or as amended
 - c. Title VI, DBE, EEO, and ADA Program, goals, and complaints as outlined in 49 CFR 21, 49 U.S.C. 5332(b), 49 CFR Part 26, and 49 CFR part 37, or as amended
 - d. Procedures for compliance with Rolling Stock Reviews and Bus Testing, or as amended
 - e. Proof of compliance with providing Transportation Services for Individuals with Disabilities as outlined in 49 CFR part 37, or as amended
 - f. Proof of a Public Transportation Safety Plan as outlined under 49 U.S.C. 5329, or as amended
 - g. Procedures for Alcohol and Controlled Substances Testing as required in 49 U.S.C. 5331 and 49 CFR part 655, or as amended
 - h. Maintenance policies, procedures and record retention as required by 49 CFR 18 specifically 49 CFR 18.32, or as amended
2. **COTPA** agrees to assist in the review of procurement specifications that may result from this Agreement.
3. **RTA** agrees to maintain the **COTPA** inventory spreadsheet for the tracking of assets purchased using FTA funds.
4. **RTA** agrees to provide **COTPA** a quarterly project status report for any unspent FTA grant items.
5. **RTA** agrees to all of the applicable terms and conditions of any grant and requirements imposed by FTA and **COTPA**.
6. **RTA**, agrees to allow **COTPA** access to any books, documents, papers or records of **RTA** which are directly pertinent to any contracts, purchases or reimbursement made under this Agreement. Such access shall be for the purpose of making audits, examinations, and/or transcriptions.
7. Any future funding awarded to **COTPA** may be extended to **RTA** at **COTPA**'s discretion. Any additional funding awarded to **RTA** by **COTPA** shall be provided under, but not limited to, the conditions of this Agreement.
8. **RTA** agrees to assist and support **COTPA**, upon request, during the Triennial review process that may occur during the term of this Agreement.

INSURANCE

RTA agrees to have any Consultant obtain, provide and maintain public liability insurance, insuring **RTA** and its agents against all legal liability for injury to persons (including wrongful death) and damages to property resulting directly from Consultant or Consultant's employees or agents' negligence in connection with services provided in fulfillment of this Agreement. The insurance will have liability limits in amounts of not less than **COTPA**'s maximum liability under the Governmental Tort Claims Act, 25 O.S. §151 *et seq.*, as amended from time to time and is currently \$1,000,000 per occurrence, \$175,000 per bodily injury and \$25,000 for property damages. If vehicles, equipment, furniture, fixtures, or merchandise are purchased under this Agreement, then a certificate of insurance shall be furnished to **COTPA** for any such purchases under this Agreement.

EXCUSABLE DEFAULT

RTA shall not be held in default of this Agreement if it is prevented from performing hereunder by conditions entirely beyond its control such as, but not limited to, acts of God, strikes, war, or other emergencies making performance impossible or illegal.

ASSIGNABILITY

RTA shall not transfer, assign, pledge or sell this Agreement to any person or firm without written approval of **COTPA**, its agents, or designee which shall not be unreasonably withheld.

ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by parties hereto and any changes must be effectuated in writing. The **RTA** acknowledges responsibility for understanding and interpreting Federal regulations and will include **COTPA** in any communication with FTA regarding its certifications and assurances. It is understood that the intent of this Agreement is to effect public Transportation service in the most efficient and effective manner possible for central Oklahoma. Each party agrees to show good faith and work harmoniously to provide the best possible services. Each party understands and agrees that any provision of this Agreement, now or as amended in the future, found to be in conflict with any federal regulation shall be null and void, not binding on either party.

LAW CONTROLLING

It is the understanding of the parties that each and every provision of law required to be inserted in this Agreement shall be deemed to be and hereby is inserted and to the extent necessary, this Agreement shall be so modified.

GOVERNING LAWS

The parties expressly agree that this Agreement shall be construed and interpreted in accordance with the subject to the laws of Oklahoma. Parties hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The Parties irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this

Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph.

CONFLICT OF INTEREST

No member of **COTPA**, the City of Oklahoma City, or any employee of the **RTA** or the **RTA's** agents who exercise any function of responsibility in the review or approval of the carrying out of the work and services to be performed under this Agreement shall have any personal interest, direct or indirect, in any corporation, firm or association, which has an interest in this Agreement.

TERMINATION

In the event of non-compliance with the Agreement or the FTA Grant contract by **RTA**, **COTPA** may, at its discretion, take action which may include termination of all financial assistance provided pursuant to this Agreement and/or require **RTA** to return to **COTPA** any financial assistance received pursuant to this Agreement.

Either party may terminate this Agreement by notifying the other party ninety (90) days in advance of its intent to so end the Agreement. The notification must be written and sent postage paid to the other party's business address by certified or registered mail.

IN WITNESS WHEREOF, this Agreement was approved and executed by the Trustees of the Central Oklahoma Transportation and Parking Authority this 10th day of July, 2020.

ATTEST: (seal)

Secretary



CENTRAL OKLAHOMA TRANSPORTATION
AND PARKING AUTHORITY

Chairman

REVIEWED as to form and legality.

Assistant Municipal Counselor

IN WITNESS WHEREOF, this Agreement was approved and executed by the Regional Transit Authority this 15th day of July, 2020.

ATTEST:


Secretary

Regional Transit Authority


Chairman, Regional Transit Authority



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Professional Services Contract with Kimley-Horn and Associates, Inc., to update the Alternative Analysis of the Commuter Corridor Study, July 15, 2020 to July 14, 2024, cost not to exceed \$8,068,404; and authorize Notice to Proceed for Task Order 1, cost not to exceed total maximum fee of \$699,404.

Background At the April 13, 2020, special meeting of the Regional Transportation Authority of Central Oklahoma (RTA), the board adopted a resolution (Item 6) authorizing the Interim Executive Director to release the request for qualifications (RFQ) for RTA 2020-001 Alternatives Analysis Update, as soon as funding was confirmed. Funding was confirmed in April. The Interim Executive Director issued the RFQ, legally advertising the solicitation in the Journal Record on May 4, 2020, and on May 11, 2020.

Addendum No. 1 was issued on May 11, 2020, clarifying instructions and guidelines in the RFQ. The pre-proposal meeting was held on May 15, 2020. Questions were due on May 19, 2020, and Addendum No. 2 was issued on May 22, 2020, answering the questions received. On June 5, 2020, three proposals were received.

On June 9, 2020, the Evaluation Committee and the Technical Advisory Committee met to evaluate the proposals. The Evaluation Committee scheduled interviews with the top two respondents for the morning of June 17, 2020. Due to the timing of events, the Evaluation Committee provided an oral recommendation of the top respondents at the meeting and determined Kimley-Horn and Associates, Inc. to be the most qualified respondent.

The RTA successfully negotiated a four-year contract, executed by task order based upon available funds. Year One includes the update of the Alternatives Analysis of the Commuter Corridor Study (CCS) with adoption of the corridor Locally Preferred Alternatives and the development of a Regional Rail Transit System Plan. Years Two through Four, include implementation strategy work and work related to the planning process of the Local Preferred Alternatives (LPA) projects to include National Environmental Policy Act (NEPA), station areas, service development, ridership modeling, preliminary engineering, preparation of the environmental document, and initiation of the FTA CIG grant process.

Recommendation: Approve Professional Services Contract.

Reviewed by:



Jason Ferbrache
Interim Executive Director



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Request for Proposals, RTA 21-001 External Audit Services, for independent auditing services for the period of February 2019 through June 30, 2020, estimated cost \$15,000; and authorize the Interim Executive Director to advertise.

Background The Trust Indenture and Agreement requires an independent audit of the Regional Transportation Authority of Central Oklahoma (RTA) financial controls, and annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. The Single Audit Act of the United States requires an annual audit of recipients of Federal funds. The RTA is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the RTA is to comply with all statutory and regulatory requirements.

The audit for the RTA will be for the period of February 19, 2019 through June 30, 2019, and fiscal year July 1, 2019 through June 30, 2020. The successful proposer may be retained for three to five years.

Recommendation: Request for Proposals and authorization to advertise be approved.

Reviewed by:

Jason Ferbrache
Interim Executive Director



REQUEST FOR PROPOSAL

RTA 21-001 EXTERNAL AUDIT SERVICES



RFP 2021-0001 External Audit Services

Introduction

The Regional Transportation Authority of Central Oklahoma (RTA) is a public trust, created and established under Oklahoma Statutes for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district. RTA is comprised of the governing city councils of Oklahoma City, Edmond, Norman, Moore, Midwest City and Del City.

Objective

The Trust Indenture requires an independent audit of the Authority's financial controls, and annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. Oklahoma Statutes provide that an audit must be ordered on or before July 30, and that an audit must be submitted to the State Auditor and Inspector on or before December 31. The Single Audit Act of the United States requires an annual audit of recipients of Federal funds. The Regional Transportation Authority of Central Oklahoma is a recipient of significant Federal funds. The Authority is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the Authority is to comply with all statutory and regulatory requirements.

Description and Scope of Services Required

A. General

The services will be an examination of the government-wide and individual fund statements (major and non-major funds) of The Regional Transportation Authority of Central Oklahoma for the period of February 19, 2019 through June 30, 2019, and fiscal year July 1, 2019 through June 30, 2020. The successful proposer may be retained for three to five years. Proposals must reflect costs for a one-year contract only, and costs for each possible succeeding year for a total



of five years.

The funds and public trust encompassed in the audit scope of services include all of those activities defined as a part of the entity of the Regional Transportation Authority of Central Oklahoma in accordance with the guidelines of the Governmental Accounting Standards Board (GASB). It is understood that changes in the entity, significantly increased or new grant programs, changing accounting standard guidelines or the Authority's interpretation of standards, and additions of non-discrete entities may be a cause for additional audit work and that substantial additional services may be a cause of additional audit fees. Increased fees or charges must be based on additional hours required and charged at rates and under terms and conditions consistent with the Audit Firm's proposal. Contracts will be stated in terms of "not to exceed" amounts.

The Audit Firm shall conduct its audit in accordance with generally accepted auditing standards (GAAS) as promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) as amended or supplemented.

The Authority will receive Federal financial assistance for the fiscal year ending June 30, 2020; therefore, the audit must be conducted in accordance with the Single Audit Act, and "Government Auditing Standards," issued by the Comptroller General of the United States.

The financial reporting for the Regional Transportation Authority of Central Oklahoma will be in accordance with generally accepted accounting principles (GAAP) as prescribed by the GASB, insofar as they are compatible with Oklahoma laws.

The Audit Firm should be familiar with the State of Oklahoma Statutes dealing with financial matters of public trusts and should be familiar with the financial related sections of the Trust Indenture. The firm will be asked to review the minutes of the Authority for the fiscal year being audited.

Audit Firm must be available between audits to discuss financial reporting issue and practices. Audit Firm will participate with the Authority's Controller in



pre-audit planning. Additionally, "between audit" discussions may include minor tax or regulatory compliance issues. If such issues require written responses from Audit Firm, fees and charges will be negotiated.

B. Funds to be Audited

All funds of the Authority are subject to audit. Public Trusts Included in Examination

C. Proposal

Financial statement workpapers will be prepared by the Authority with the Audit Firm auditing those workpapers. The Firm will prepare preliminary drafts of the CAFR. The Authority will review the drafts, providing comments and assistance in finalizing the CAFR for publication. The Firm will prepare preliminary drafts and provide annual reports to the Authority for publishing.

D. General Information Applicable to Proposals

Proposals should address the Authority's CAFR, Single Audit, public trust report, and the Annual Survey of Authority Finances (SA&I 2643) separately under each option. The Authority reserves the flexibility to choose different options for any combination of reports.

E. Other Considerations

A separate management letter, prepared by the Firm, should include findings and recommendations relative to internal controls, fiscal affairs, and other significant observations of the Audit Firm during the course of the audit. All reports required by the Single Audit Act must be provided by November 15 following the fiscal year-end. Single Audit of all Federal grants must be conducted in compliance with all applicable requirements of the Single Audit Act. This work is discussed in Section V.

The Authority receives transportation grants. At this time, Certification of Section 9 Funding is not required by the Federal Transit Administration (FTA) in



relationship to National Transit Database reporting (NTD). In the event this becomes a requirement, a separate audit fee would be negotiated. The Authority requires an agreed-upon procedures report verifying vehicle revenue miles. The fee for the agreed-upon procedures report should be included in the bid, but shown separately, with the audit fee for the Authority. This agreed upon procedures report must be completed by September 30 each year.

In the event the Authority issues debt, the Audit Firm will provide appropriate assurance letters and other required services, charged at rates and actual hours expended, under terms and conditions consistent with the Audit Firm's proposal. If a separate fee proposal for these services is required, it must be included in the response to this Request for Proposal.

The Authority may request in writing that the Audit Firm provide such other accounting services for preparation of documents for court cases or other matters for which the Authority determine such services should be provided by an independent accountant. The scope, duration, and compensation for such other accounting services shall be agreed to in writing between the Authority and the Audit Firm before such work shall commence or any cost shall be incurred. The Audit Firm's approach to providing such services must be addressed in the response to this Request for Proposal.

F. Report Requirements and Responsibilities

1. The report completion schedule will consider dates the Authority meet and provide timely reports for those Trusts prior to November 15.

2. Primary accounting functions performed in the Authority's contracted accounting services division. The Interim Executive Director or designee will review and approve all public trust financial statements before their issuance. This does not prohibit the Firm's access to the trustees of the public trusts when necessary.

3. The Audit Firm will submit one copy of each report to the Office of the State of Oklahoma Auditor and Inspector on or before December 31 of each year accompanied by the appropriate fee paid by the Audit Firm. This date is a State of Oklahoma statutory requirement.

5.



G. Single Audit

The Authority must conform to Single Audit requirements. A schedule of federal and state awards will be prepared by the Authority's contracted accounting services division to be included with the Single Audit reports. The Audit Firm will be responsible for preparing, printing, and binding the Single Audit reports, including Authority management's responses to comments from the Audit Firm.

H. Single Audit for Federal Grants

The Authority requires an audit of all federal grants. This audit will include a financial audit and tests of compliance with provisions of federal laws and regulations for major and non-major federal financial assistance programs, and evaluation of internal control systems (accounting and administrative) used in administering federal financial assistance programs, as required under various federal provisions.

The Single Audit should be conducted in accordance with generally accepted auditing standards, the standards for financial and compliance audits contained in the "Government Auditing Standards" issued by the Comptroller General of the United States, the Single Audit Act, and the provisions of applicable OMB circulars or other publications.

The scope of the Single Audit work is to be determined through cooperation of the Audit Firm, representatives of applicable granting agencies, and Accounting Services Division staff.

The federal funding agencies will make a quality assessment review of the work of the Audit Firm. Therefore, all work papers must be made available for their review.

I. Management Advisory Services

The firm which receives the audit contract for the Authority may provide management advisory consulting services. Such services may be provided at the



discretion of the Authority under separately negotiated terms, conditions, and fee

J. Qualitative Assessment Guidelines

Through the scoring process (for proposals) the Evaluation Team will use the following Qualitative Assessment Guidelines when scoring. These guidelines are used to help ensure consistency in scoring.

| Qualitative Assessment Guidelines | |
|--|---|
| 9-10 | The proposal demonstrates a complete understanding of the subject and qualifications that significantly exceed expectations and the stated requirements. Proposal contains many strengths and minor weaknesses, if any. |
| 6-8 | The proposal demonstrates a strong understanding of the subject and qualifications that exceed expectations and the stated requirements. Weaknesses, if any, are minor. Proposal contains strengths that outweigh the weaknesses. |
| 3-5 | The proposal demonstrates an adequate understanding of the subject and qualifications that meet expectations and the stated requirements. Proposal contains strengths that are offset by the weaknesses. |
| 1-2 | The proposal demonstrates a vague understanding of the subject and qualifications that fall below expectations and the stated requirements. Proposal contains weaknesses that outweigh the strengths. |
| 0 | The proposal is unacceptable. The proposal fails to meet expectations and the stated requirements. Proposal contains many weaknesses and only minor strengths, if any. |

K. Proposal Requirements and Evaluation Criteria

The proposal should be organized with the following sections:

- Cover Page (Attachment "A")
- Project Team



-
- Key Personnel Resumes
 - Capability of the Firm(s)
 - Approach to the Project
 - Consultant Proposed Staffing Plan
 - Required Forms (Exhibit 1)

Cover Page. The Cover Page is one page. It may be on the Prime consultant's letterhead and will consist of the information in **Attachment "A"** with no additional information. The information is not required to be in the exact format in **Attachment "A"**, as long as each item of requested information is presented, with no additional information. Proposals will be considered non-responsive and will be disqualified if the Cover Page is not attached to the proposal; if the acknowledgement is not included on the Cover Page; and/or if there is additional information included on the Cover Page. No evaluation points are assigned to this section and the Cover Page will not count as one of the allowed pages.

Project Team. The Evaluation Team will evaluate how well the qualifications and experience of the proposed project team members related to the specific project.

The consultant is expected to provide a Consultant Proposed Staffing Plan in the form of **Attachment "B"**. The staffing plan must identify the certification and education levels of the individuals proposed for use on the contract, including sub-consultants' personnel. When consultants list key personnel on the proposed staffing plan, the consultant is agreeing to make the personnel available to complete the services in the contract at whatever level the project requires.

The Consultant Proposed Staffing Plan must be included in the proposal but will not count as one of the allowed pages. No other information is allowed on these pages. If additional information is provided, the staffing plan will be removed.

The Evaluation Team will score proposals based upon the following criteria:



| % of Section Total | Project Team Section Criteria |
|--------------------|---|
| 15 | Project Team organization charts including sub-consultants. Identify consultants and individuals that will be providing key services on the project (including all technical expertise necessary to perform the outlined scope of work). Also attach the Consultant Proposed Staffing Plan (Attachment "B") |
| 50 | Describe the qualifications, experience, and availability of key personnel on your proposed project team. Correlate the qualifications and experience with the scope of work. Submit a one-page resume for each individual identified as key personnel. |
| 35 | <p>Provide a table of projects completed by team members during the last ten years. The table headings should include the following items. Columns may be combined in order to consolidate information.</p> <ul style="list-style-type: none"> • Name of Project Manager/Team Member(s) • Year • Type of Project • Project Name • Project Location • Project Description • Project Used to Secure Federal Discretionary Funding • Services Performed/Specific Project Role • Client • Reference Contact and Telephone Number |
| 25 | Maximum points available for this section of the proposal (out of 100). |

Capability of the Firm(s). The Evaluation Team will evaluate the project team firm(s) capability to perform the work. Give the location of the office from which the work is to be done and the number of partners, managers, seniors, and other professional staff employed at that office. State whether your firm is local, national, or international. Describe the management capacity and experience of your firm and procedures for the management of the engagement.

- a) **Governmental Experience** – For the office providing the services, describe the auditing experience for the last three (3)



years similar to the type of audit requested including GFOA Certificate program participation, and give the names and telephone numbers of client officials responsible for those audits listed. In particular, include experience with cities or government units of comparable size and complexity to Beneficiaries.

- b) **Single Audit Experience** - Include a subsection discussing your firm's experience in conducting a Single Audit.
- c) Describe the firm's participation in peer reviews. Include a copy of the firm's most recent quality control review report.
- d) The Evaluation Team will score proposals based upon the following criteria:

| % of Section Total | Capability of the Firm(s) Section Criteria |
|--------------------|--|
| 40 | Describe your project team firms' capability, experience and unique qualifications to perform the specific type of work identified in the scope of work. |
| 20 | Discuss the logistics relating to how the project team firms will provide the services requested. |
| 40 | Choose a similar project identified in the project team section and discuss in detail what your project team firms did to make that project a success. |
| 25 | Maximum points available for this section of the proposal (out of 100). |

Audit Approach - Clearly document your firm's approach to conducting the examinations. The Evaluation Team will evaluate how well you have planned a basic course of action, what alternatives and/or preliminary approaches are proposed, and what provisions are identified for dealing with potential impacts. The Evaluation Team will score proposals based upon the following criteria:



| % of Section Total | Audit Approach to the Project Section Criteria |
|---------------------------|---|
| 25 | Describe the course of action proposed to meet the Scope of Work. Be realistic, clear and concise. |
| 25 | Provide a schedule of key project milestones and discuss the rationale behind this schedule. Document estimated man hours and your audit plan timeline. |
| 25 | Discuss your project team firms collaboration efforts and how you plan to work together for a successful project. |
| 25 | Identify risks, challenges, conflicts and potential mitigation. |
| 20 | Maximum points available for this section of the proposal (out of 100). |

The Authority will receive the recommendation(s) of the Evaluation Committee and award the contract to the top proposer.

Fees - Proposals submitted in response to this Request for Proposal should include completed Fee Proposal Form (**Attachment “C”**). The Evaluation Team will score proposals based upon the following criteria:

| % of Section Total | Fee Proposal Form |
|---------------------------|--|
| 75 | Contract Years 1-5. |
| 25 | Rate Card by position and hourly rate. |
| 30 | Maximum points available for this section of the proposal (out of 100). |



L. Insurance and Indemnification

The Audit Firm selected will be expected to comply with indemnity and insurance requirements as follows:

Indemnity - The Audit Firm agrees to release, defend, indemnify and save harmless the City and its trusts and authorities and their officers, agents and employees (i) from and against any and all loss of or damage to property, or injuries to or death of any person or persons, as well as (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever caused by the negligent acts or omissions of the Audit Firm, including, without limiting the generality of the foregoing, their officers, employees, representatives, suppliers, invitees, contractors or agents, in connection with the audit, provided, however, the Audit Firm shall not be liable hereunder for any loss or expense occasioned by the negligent acts or omissions of the City and its trusts or its officers, agents and employees. Each party agrees to give the other parties prompt notice of any claim, suits, actions or proceedings.

The insurance requirements set forth in paragraph 2 shall not be deemed to limit or define the obligations of the Audit Firm set forth in this paragraph. Further, the termination, cancellation or expiration of the Audit Contract shall not affect the obligations and rights established which the parties expressly agree will survive.

In the event the Authority determines there is a conflict of interest between the Audit Firm and the Authority with respect to legal representation, as may be required, the Audit Firm will provide and pay for separate legal counsel to represent the interests of the Authority.

This indemnity provision will be included in all contracts between the Firm and the Authority. No modifications or changes to this indemnity provision will be considered.

Insurance - The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of the Audit Firm hereunder from the provisions of paragraph Prior to beginning work, the Audit Firm shall obtain and furnish to the Authority current copies of certificates of insurance and a copy of



the professional liability insurance policy required in subparagraph (e.) following. The required insurance shall be maintained in full force and effect until completion and final acceptance by the Authority of the audit.

The Audit Firm shall maintain insurance, written with an insurance company acceptable to the Authority, for the coverages and amounts of coverage not less than those set forth below. Except for professional liability insurance, no claims made policy shall be accepted. The insurance certificates shall provide that there may be no termination, non-renewal or modification of such coverage without ten (10) days prior written notice to the Authority/Trust, in conformance with the provisions of this Contract. The Audit Firm shall provide evidence of insurance on a form adopted and approved by the Authority/Trust. The amounts of such coverage shall be:

- (a.) Adequate workers' compensation coverage to comply with state laws and employer's liability coverage in the minimum amount of \$100,000.
- (b.) Commercial general liability coverage sufficient to meet the Authority's maximum liability under the Governmental Tort Claims Act (51 O.S. §151 et seq.) and any amendment or addition thereto. The current required minimum commercial general liability coverage is: \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the Authority or its public trusts as an additional insured.
- (c.) Comprehensive automobile liability coverage sufficient to meet the Authority's maximum liability under the Governmental Tort Claims Act (51 O.S. § 151 et seq.) and any amendment or addition thereto. The current required minimum comprehensive automobile liability coverage is \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the Authority as an additional insured.



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- (d.) Valuable paper insurance in an amount not less than fifty percent (50%) of the Audit Firm's total fee, to assure the restoration in the event of their loss or destruction of any workpapers, documents, summaries, estimates, reports, specifications, data, calculations, computer files obtained or prepared as a part of the audit. The Authority is to be named as loss payee for its interest only.
 - (e.) Professional liability project insurance evidencing the Audit Firm's coverage in an amount not less than \$175,000.

Applicable policies, unless specified otherwise, shall remain in full force and effect until the five-year workpaper retention period has expired.

M. Other

1. A decision on the independent accounting firm who will be awarded the Authority's audit examinations should be made no later than September 16, 2020.
2. The audit working papers shall be retained by the firm for a period of at least five years and shall be made available to the successive Audit Firm at no additional cost to the Authority.
3. All statements made in the audit proposal may at the Authority's option be incorporated by reference in the audit contracts.
4. **Conflict of Interest** - The Auditing Firm may not represent any entities whose representation is in any way in conflict with the interests of the Regional Transportation Authority of Central Oklahoma trusts of which the City is the beneficiary.



N. Proposal Submittal Guidelines

The Regional Transportation Authority of Central Oklahoma will accept proposals electronically, at www.rtaok.org. You are invited to submit a proposal electronically by the proposal deadline specified below. The Authority does not provide access to a computer to prepare electronic proposals or electronic proposal submission.

O. Right to Reject

The Authority reserves the right to reject any and all proposals, to waive any informality or irregularities in any proposal received or take any other such action that may be deemed to be in the best interest of the Authority. Proposals received electronically by the Trust Specialist through the www.rtaok.org shall be the official proposal.

P. Affidavits

The sample anti-collusion affidavit and sample certificate of nondiscrimination forms provided in the proposal packet do not need to be electronically submitted with the proposal but must be signed and notarized by the selected proposer prior to contract approval.

Q. No Proposal Compensation

This Request for Proposals does not commit the Authority to pay any costs incurred in the preparation of a proposal or to contract with any proposer or proposers.



R. Proposal Timeline

| Proposal Timeline | |
|----------------------|--------------------------------|
| Proposal Advertised | July 22, 2020 July 29, 2020 |
| Questions Due | July 31, 2020 |
| Responses Released | August 4, 2020 |
| Proposals Due | August 12, 2020 12:00 p.m. |
| Evaluation Committee | August 19, 2020 |
| Contract Award | September 16, 2020 |

Note: Beyond the Proposal due date, all dates are tentative and subject to change.

S. Right to Reject

The Authority reserves the right to reject any or all proposals or to award the contract to the next most qualified respondent if the successful respondent does not execute a contract within 30 days after award of the proposal.

T. Clarification

The Authority reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.

U. Approval of Information Release

No reports, information, or data given to or prepared by the Firm under the contract shall be made available to any individual or organization without prior written approval of the Authority.



V. Proposal Guidelines

A copy of the Authority's Guidelines and Procedures for Professional Consultant Selection may be obtained from www.rtaok.org

W. Reservation of Rights

The Authority reserves the right to waive formalities, irregularities and defects in any and/or all proposals, except as otherwise required by law. The Authority reserves the right to: reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute a contract or to not negotiate or execute a contract with any proposer; and to solicit new or different proposals. The Authority reserves the right to negotiate and/or contract with one or more proposers for all or a portion of any proposal or proposed services.

X. Contract

A sample of the contract for the audit engagement is included as an attachment. This contract is substantially in the form and contains the contract provisions the Authority will be using for the term of the audit engagement which may be five years as indicated. Changes, suggestions, or other contract issues should be included in the Audit Firm's proposal.

| Cover Page | |
|---|--|
| Date | |
| Project Name and Description | |
| Prime Consultant | |
| Prime Consultant's Federal ID# | |
| Sub-Consultants (if any) | |
| Primary Contact | |
| Primary Contact Name (Prime) | |
| Address | |
| City, State, Zip | |
| Email | |
| Office Phone | |
| Cell Phone | |
| Secondary Contact | |
| Secondary Contact Name (Prime) | |
| Address | |
| City, State, Zip | |
| Email | |
| Office Phone | |
| Cell Phone | |
| Acknowledgement | |
| <p>I have reviewed and understand the content and requirements of the solicitation. On behalf of my firm and sub-consultants, if any, I will comply with all state and federal contracting requirements applicable to the project. I understand RTA policies, procedures and processes may change during the duration of the project and will comply with any changes required by RTA. I have fully and accurately disclosed any debarment, license issues, and/or investigations being performed by any governmental entity. Employees listed on the staffing plan are current bona fide employees of the consultant. As authorized to sign for my organization, I certify the content of this proposal to be true, accurate and all matters fully disclosed as requested in the solicitation. I understand any misrepresentations or failure to disclose matters in the proposal is immediate grounds for disqualification.</p> | |
| Signature | |
| Name | |
| Title | |

ATTACHMENT “B”

Consultant Proposed Staffing Plan (Personnel to be used on the RTA Project)

| Name | Firm Name | Proposed Role on Project | Certification Category/Level | Oklahoma License/ Certification No. | Other State License/ Certification No. | Education Level |
|------|-----------|--------------------------|------------------------------|-------------------------------------|--|-----------------|
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Include all personnel proposed to work on this RTA project, including sub-consultants. If an individual will be performing multiple roles on the project, list the person and their additional role(s) on separate lines. Key personnel, to be identified with an asterisk (*), are those personnel who will all manage aspects of the work in a quality, timely and efficient manner. Add additional pages if needed.

ORM A-11B
Fee Proposal Form

Proposer: _____

| RTA 2021-001 EXTERNAL AUDIT SERVICES | | | |
|--------------------------------------|--|--------------|-------------|
| Item | Description | Deliverables | Cost |
| 1. | Contract Year 1 | | |
| 2. | Contract Year 2 | | |
| 3. | Contract Year 3 | | |
| 4. | Contract Year 4 | | |
| 5. | Contract Year 5 | | |
| 6. | Rate Card for Additional Services, as needed | Position | Hourly Rate |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

NOTES:

EXHIBIT 1. – REQUIRED FORMS

LETTER OF AUTHORIZATION

This letter of authorization must be completed and signed if the bid/pricing agreement/contract form & non-discrimination statement was not signed by the owner, a general partner, or an officer of the corporation

This document can be uploaded electronically as an attachment to one of the line items on the electronic bid.

Regional Transportation Authority of Central Oklahoma:

This letter authorizes _____ to sign the
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and

all forms related to on behalf of _____ .
Company Name

Sincerely,

Signature of Authorized Agent Print Title Date

Print Name Email Address

Title: *(must be checked)*

- | | |
|--|--|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | <input type="checkbox"/> Other: |

BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE ELECTRONIC BID SYSTEM.

ANTI/NON-COLLUSION AFFIDAVIT

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the agreement/contract, and the requirements for proposers.

THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL

Type Name of Authorized Agent

Title

Signature

Company Name

Address

Zip Code

Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of *

County of *

[*State and County where notarized must be written in for bid to be considered.]

)

)

)

SS.

Signed and sworn to before me on this ____ day of _____, _____ by _____ .
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number:

[Oklahoma]

Type Name of Notary Public

My Commission Expires:

[Date/Year]

Signature of Notary Public

Exhibit 1 – Required Forms

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Required Contractor & Subcontractor Information

| | |
|---|--|
| Business Name | |
| Business Address1 | |
| City | |
| State | |
| Zip Code | |
| 1. Is your firm a Disadvantaged Business Enterprise (DBE)? | |
| 2. Are you registered as a DBE with the Oklahoma Department of Transportation (ODOT)? | |
| If you answered yes, to Question 1 or 2, how old is your firm? | |
| What are the firms annual gross receipts? | |
| Completed By: | |
| Title: | |
| Signature: | |
| Date: | |

REGIONAL TRANSPORTATION AUTHORITY

The Regional Transportation Authority
of Central Oklahoma

Board of Directors

Brad Henry, Chairman - Oklahoma City

Marion Hutchinson, Vice Chairman - Norman

Mary Mélon, Secretary – Oklahoma City

James Boggs, Treasurer - Edmond

Donald Vick - Del City

Aaron Budd - Midwest City

Steve Eddy - Moore

Management

Jason Ferbrache, Interim Executive Director

Monthly Financial Report for Month Ended June 30, 2020

Prepared by The Oklahoma City Finance Department, Accounting Services
Division Angela Pierce CPA, Assistant Finance Director / Controller



The City of
OKLAHOMA CITY
DEPARTMENT OF FINANCE

To: The Board of Directors
Regional Transportation Authority of Central Oklahoma

From: Accounting Services Division

Date: July 8, 2020

Subject: Regional Transportation Authority of Central Oklahoma for the
Month Ended June 30, 2020 and 2019.

The financial statements presented in this report include a cash status report, balance sheet, statement of revenues and expenditures and statement of local funding.

The financial statements and schedules are unaudited and are prepared by the City Finance Department, Accounting Services Division. The undersigned are prepared to answer any questions that you may have pertaining to the financial statements and schedules.

Respectfully submitted:

Ronda K. Shelton

Ronda K. Shelton MS, MBA
City of Oklahoma City
Municipal Accountant III

A handwritten signature in black ink, appearing to read "Angela Pierce".

Angela Pierce, CPA
City of Oklahoma City
Assistant Finance Director / Controller

Amy Lucas

Amy M. Lucas MBA
City of Oklahoma City
Accounting Manager

CASH STATUS REPORT
For the Month Ended June 30, 2020
(Unaudited)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

| | OPERATING ACCOUNT | INVESTMENT SWEEP (1) | TOTAL |
|--|------------------------------|---------------------------------|--------------|
| Beginning Balance <i>June 1, 2020</i> | | | |
| Cash on Deposit | \$1,138,888 | \$- | \$1,138,888 |
| Cash Receipts | | | |
| Transfers of Funds-Sweep | - | - | - |
| Transfers of Funds-Note 1 | - | - | - |
| Interest/Dividend Earned | - | - | - |
| Miscellaneous | - | - | - |
| Total Cash Receipts | - | - | - |
| Cash Disbursements | | | |
| Legal | - | - | - |
| Bank Account Analysis Fee | - | - | - |
| Consultant | 3,950 | | 3,950 |
| Contract - ACOG | - | - | - |
| Professional Services | 2,959 | - | 2,959 |
| Sweep Fee | - | - | - |
| Transfers of Funds-Sweep | - | - | - |
| Miscellaneous - Void Check | - | - | - |
| Total Cash Disbursements | 6,909 | - | 6,909 |
| Ending Balance <i>June 30, 2020</i> | | | |
| Cash on Deposit | \$1,131,979 | \$- | \$1,131,979 |

(1) As of March 2020, there is no longer a daily sweep from the operating account to the investment account at the close of the business day and a corresponding sweep back to the operating account at the beginning of the next business day.

BALANCE SHEET
June 30,
(unaudited)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

| | <u>2020</u> | <u>2019</u> | <u>Current Year % Change</u> |
|----------------------------------|-------------------------|-------------------------|----------------------------------|
| <u>ASSETS</u> | | | |
| <u>Current Assets:</u> | | | |
| Cash & Cash Equivalents: | | | |
| Chase Operating Account | \$1,131,979 | \$1,396,772 | -19% |
| Chase Investment Sweep | - | - | N/A |
| Total Cash & Cash Equivalents | <u>1,131,979</u> | <u>1,396,772</u> | <u>-19%</u> |
| Accounts Receivable | - | - | N/A |
| Total Current Assets | <u>1,131,979</u> | <u>1,396,772</u> | <u>-19%</u> |
| Total Assets | <u><u>1,131,979</u></u> | <u><u>1,396,772</u></u> | <u><u>-19%</u></u> |
| <u>LIABILITIES</u> | | | |
| <u>Short-term Liabilities:</u> | | | |
| Deferred Revenue | | | |
| Unearned Revenue | <u>1,131,979</u> | <u>1,396,772</u> | <u>-19%</u> |
| Total Deferred Revenue | <u>1,131,979</u> | <u>1,396,772</u> | <u>-19%</u> |
| Total Short-term Liabilities | <u>1,131,979</u> | <u>1,396,772</u> | <u>-19%</u> |
| Total Liabilities | <u><u>1,131,979</u></u> | <u><u>1,396,772</u></u> | <u><u>-19%</u></u> |
| Total Liabilities and Net Assets | \$1,131,979 | \$1,396,772 | -19% |

STATEMENT OF REVENUES AND EXPENDITURES
For the One Month and Twelve Months ended June 30,
(unaudited)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

| | June 2020 Current | June 2020 Year to Date | June 2019 Current | June 2019 Year to Date |
|-------------------------------|----------------------------------|---------------------------------------|----------------------------------|---------------------------------------|
| <u>REVENUE</u> | | | | |
| Dividend Income | \$- | \$2,520 | \$- | \$- |
| Beneficiary Donations: | | | | |
| Del City | 163 | 6,100 | 1,563 | 4,627 |
| Edmond | 623 | 23,277 | 5,965 | 17,659 |
| Midwest City | 416 | 15,547 | 3,984 | 11,794 |
| Moore | 421 | 15,750 | 4,036 | 11,948 |
| Norman | 849 | 31,718 | 8,129 | 24,062 |
| Oklahoma City | 4,437 | 165,846 | 42,503 | 125,814 |
| Total Revenue | <u>6,909</u> | <u>260,757</u> | <u>66,180</u> | <u>195,904</u> |
| <u>EXPENDITURES</u> | | | | |
| Administrative Services | \$- | \$19,224 | \$1,910 | \$14,075 |
| Bank Account Analysis Fees | - | 13 | | |
| Consultant Fees | 3,950 | 217,828 | 59,928 | 177,487 |
| Insurance | - | 2,497 | 342 | 342 |
| Investment Fees | - | 641 | - | - |
| Legal Services | - | 12,563 | 4,000 | 4,000 |
| Professional Services | 2,959 | 7,990 | - | - |
| Total Expenditures | <u>6,909</u> | <u>260,757</u> | <u>66,180</u> | <u>195,904</u> |
| Net Revenue over Expenditures | <u>\$-</u> | <u>\$-</u> | <u>\$-</u> | <u>\$-</u> |

STATEMENT OF LOCAL FUNDING
For the One Month and Twelve Months ended June 30,
(unaudited)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

| LOCAL SPLIT | Population | % Population | Local Share Contributed | Spent | Funds Remaining |
|--------------------|-------------------|---------------------|------------------------------------|--------------|----------------------------|
| Del City | 21,332 | 2.3621% | \$49,579 | \$22,842 | \$26,738 |
| Edmond | 81,405 | 9.0138% | 189,200 | \$87,165 | \$102,035 |
| Midwest City | 54,371 | 6.0204% | 126,368 | \$58,218 | \$68,149 |
| Moore | 55,081 | 6.0990% | 128,018 | \$58,979 | \$69,040 |
| Norman | 110,925 | 12.2825% | 257,810 | \$118,774 | \$139,036 |
| Oklahoma City | 579,999 | 64.2222% | 1,348,025 | \$621,042 | \$726,984 |
| Total Revenue | 903,113 | 100.0000% | \$2,099,000 | \$967,021 | \$1,131,979 |

After June, 2020 Claims Paid in July:

| LOCAL SPLIT | Population | % Population | Local Share Contributed | Spent | Funds Remaining |
|--------------------|-------------------|---------------------|------------------------------------|--------------|----------------------------|
| Del City | 21,332 | 2.3621% | \$49,579 | \$23,877 | \$25,702 |
| Edmond | 81,405 | 9.0138% | 189,200 | \$91,119 | \$98,081 |
| Midwest City | 54,371 | 6.0204% | 126,368 | \$60,859 | \$65,508 |
| Moore | 55,081 | 6.0990% | 128,018 | \$61,653 | \$66,364 |
| Norman | 110,925 | 12.2825% | 257,810 | \$124,161 | \$133,649 |
| Oklahoma City | 579,999 | 64.2222% | 1,348,025 | \$649,206 | \$698,819 |
| Total Revenue | 903,113 | 100.0000% | \$2,099,000 | \$1,010,876 | \$1,088,124 |

Regional Transportation Authority of Central Oklahoma Payment Claims

Period: 6/01/2020 to 6/30/2020

| Date | Vendor | Description | Invoice No. | Cost | Total |
|---------------------|-------------------------|-----------------------------|-------------|--------------|---------------------|
| 6/30/2020 | Holmes & Associates LLC | Consultant Fees - Labor | 720 | \$ 41,277.50 | |
| | | Cost Reimbursement RTA | 720 | \$ 2,578.07 | |
| | | | | | \$ 43,855.57 |
| 6/8/2020 | Insurica | Liability Insurance Renewal | 203272 | \$ 2,839.00 | |
| | | | | | \$ 2,839.00 |
| Total Claims | | | | | \$ 46,694.57 |

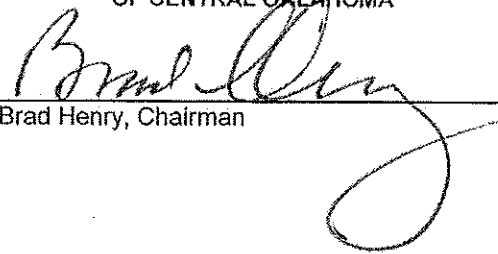
RATIFIED and APPROVED by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this 15th day of July, 2020.

TREASURER:

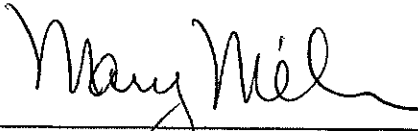
James P Boggs Digitally signed by James P Boggs
Date: 2020.07.20 10:34:30 -0500

James P. Boggs

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA


Brad Henry, Chairman

ATTEST:


Mary Melon, Secretary



HOLMES & ASSOCIATES LLC

Holmes & Associates LLC
P.O. Box 526057
Salt Lake City, UT 84152
Phone: 801.410.4449
E-Mail: kathryn@holmesassociatesllc.com

Invoice #0720

July 1, 2020

EIN: 82-1144150
Supplier ID: 231866

Client

RTA
2000 S. May
Oklahoma City, OK 73108
ATTN: James P. Boggs
boggsedmondrt@cox.net
ATTN: Suzanne Wickenkamp
suzanne.wickenkamp@okc.gov

| Date | Biller | Description | Hours/Qty | Rate | Amount |
|--|--------|---|-----------|--------|-------------|
| 6/01/2020 | KAH | RTA - TIME: Total time billed by K Holmes for the period 6/01/2020 to 6/30/2020 | 104.5 | 395.00 | \$41,277.50 |
| 6/30/2020 | KAH | RTA - COSTS: Total costs incurred by KAH | | | \$2,578.07 |
| We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you. | | | | | |
| Invoice Balance Due | | | | | \$43,855.57 |

INSURICA[®]

P O Box 25928

Oklahoma City, OK 73125

Phone: 405.523.2100 Fax: 405.556.2332

www.INSURICA.com

Regional Transportation Authority Of Central Oklahoma
2000 S May Ave
Oklahoma City, OK 73108

| | |
|-------------------------|-------------------|
| Invoice # 203272 | 6/8/2020 |
| Account Number | Insurance Agent |
| REGITRA01C | Bill Orcutt, CIC |
| Balance Due On | Invoiced By |
| 6/8/2020 | THARRIS |
| Amount Paid | Amount Due |
| | \$2,839.00 |

Directors and Officers Liability

Policy Number: G71527128002

Effective: 05/17/2020 to 05/17/2021

| Trans Eff Date | Due Date | Trans | Description | Amount |
|----------------|------------|-------|--|------------|
| May 17, 2020 | 06/08/2020 | RPPR | 5/17/2020 - 5/17/2021 Directors and Officers Liability Renewal | \$2,839.00 |

Total Invoice Balance: \$2,839.00

PAYMENTS MADE EASY



To Pay Online, go to INSURICA.com
and click on Client Login.



Or download the INSURICA 24/7
app to easily make payments from
your mobile device.





TO: Chairman and Board of Directors

FROM: Interim Executive Director

Enter into Executive Session to discuss real property acquisition with BNSF Railroad, as authorized by 25 O.S. (2019) §307 (B)(3).

Background On advice of Legal Counsel, the Board of Directors need to enter into Executive Session to discuss real property acquisition with BNSF Railroad, as authorized by 25 O.S. (2019) §307 (B)(3).

The Chairman will report any action that occurred in executive session when the special meeting is reconvened.

Recommendation: Enter into Executive Session.

Reviewed by:

Jason Ferbrache
Interim Executive Director