



BOARD OF DIRECTORS SPECIAL MEETING AGENDA

WEDNESDAY, SEPTEMBER 16, 2020

2:30 P.M.

420 W. MAIN STREET, OKLAHOMA CITY, OK

10TH FLOOR CONFERENCE ROOM

SPECIAL MEETING AND VIDEOCONFERENCE

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

Teleconferencel Meeting: <https://okc.zoom.us/j/91091761318>

Meeting ID: 910 9176 1318

Passcode: 935054



BOARD OF DIRECTORS SPECIAL MEETING AGENDA

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.

TELECONFERENCE MEETING

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

Meeting ID: 910 9176 1318

Passcode: 935054

The RTA will hold a virtual meeting in conjunction with a special meeting on September 16, 2020 at 2:30 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.

AGENDA

September 16, 2020

2:30 p.m.

420 W Main Street, Oklahoma City, OK

10th Floor Conference Room

SPECIAL MEETING AND VIDEOCONFERENCE

- 1. Call to Order** – Brad Henry, RTA Board Chairman
- 2. Roll Call** – Brad Henry, RTA Board Chairman
- 3. Consider Approval of Minutes**
 - a. July 15, 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
 - B. RTA 21-001 External Audit Services Evaluation Committee
- 6. Formation of a New Committee** – Discuss forming new committee for the purpose of facilitating communication regarding RTA progress to member cities and key stakeholders.
- 7. Consider Ratifying and Approving Addendum No. 1; and Approving Professional Services Agreement** with Allen, Gibbs & Houlik, L.C. for independent auditing services, estimated cost of \$12,600, September 4, 2020 to September 3, 2025.

8. Receive Financial Report(s), and Ratify and Approve Claims

C. Period of July 1, 2020 through July 31, 2020

D. Period of August 1, 2020 through August 31, 2020

9. Public Comments – Brad Henry, RTA Board Chairman

10. Project Kick Off: Alternative Analysis Update – Kimley Horn

11. 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.

12. Adjournment



BOARD OF DIRECTORS MEETING MINUTES

The regular scheduled meeting of the Regional Transportation Authority (RTA) scheduled to convene at 2:30 p.m. was canceled and a special virtual meeting was convened at 1:00 p.m. on Wednesday, July 15, 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 July 13, 2020, at 12:49 p.m.. 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
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
Taylor Johnson, City of Norman
Ernie Mbroh, ODOT
Christy Jameson, City of OKC
Linda Koenig
Abra Nusser

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
Justin Broesel, EMBARK

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

JULY 15, 2020

1:00 P.M.

SPECIAL VIRTUAL MEETING AGENDA

1. Call to Order – Brad Henry, RTA Board Chairman

Governor Henry called the meeting to order at 1:00 p.m.

2. Roll Call – Brad Henry, RTA Board Chairman

PRESENT: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

ABSENT: None

3. Minutes of June 17, 2020 Regional Transportation Authority Meeting

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

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

A. Administration Report

Suzanne Wickenkamp presented the report.

5. Committee Reports – Board of Directors

A. Property Acquisition Committee – Discussion with BNSF Railroad

Director Hutchinson reported there were no additional meetings. Ms. Holmes presented a PowerPoint regarding the North/South Commuter Rail Corridor, summarizing the Regional Fixed Guideway Study that identified three transportation corridors. Ms. Holmes discussed the purpose of the review, encouraging the Board of Directors to start thinking about service parameters, conditions and trade-offs. Ms. Holmes noted there would be a discussion with BNSF Railroad later today.

B. RFQ Evaluation Committee

Director Eddy reported on negotiations with Kimley-Horn, noting at the June 17, 2020 Meeting, the Board authorized the committee to move forward with the negotiations. On July 1, 2020, Chairman Henry and Director Eddy met with Kimley-Horn to discuss the scope of work. Negotiations went well, and the Committee asked the consultant to resubmit fee proposals and a scope of work. On July 8, 2020, Kimley-Horn submitted the scope and fees. On July 9, 2020, the second meeting occurred. The item is on the today's agenda for the Board's consideration.

- 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.

Chairman Henry provided a history of the consultant's contract, noting it was with Association of Central Oklahoma Governments (ACOG). When the RTA was formed, the contract was assigned to the RTA by ACOG. The current contract expires in September 2020. The Interim Executive Director, Jason Ferbrache, summarized the scope of work and annual cost. Ms. Holmes discussed her experience working with local communities on transit issues. Director Vick asked about professional liability insurance, and noted it was not in contract. Ms. Holmes stated she has professional liability insurance, and she could provide a copy to the RTA. Director Vick recommended attaching an amendment to the contract to include professional liability insurance. Mr. Ferbrache suggested the Board receive the certificate of insurance at next month's board meeting.

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

- 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.

Chairman Henry recommended the title of the agenda item be amended to state "cost \$700,000" and removing the word "estimated".

AMENDED. Moved by Hutchinson, seconded by Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchinson, Mélon and Vick.

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

- 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.

Chairman Henry noted that Kimley-Horn will be great assistance for the RTA beyond the Alternatives Analysis Study. Chairman Henry discussed funding, the tasks that will need to be done, the approval of the task orders by the Board, and no invoices until task has been approved.

The RTA is not obligated to pay the full contract cost, payments are based upon tasks. The Board must authorize and approve each task and issuance of any notices to proceed. Director Vick asked about professional liability insurance, the General Counsel noted Attachment "G" of the agreement was the certificate of insurance.

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

- 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.

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

Chairman Henry appointed Director Boggs to the Evaluation Committee, as Chairman. He also appointed directors Budd and Vick to the committee.

10. Receive Financial Report, and Ratify and Approve Claims

A. *Period of June 1, 2020 through June 30, 2020*

Mr. Ferbrache, Interim Executive Director, summarized the report.

RECEIVED, RATIFIED AND APPROVED. Moved by Eddy, seconded by Boggs. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

At the September 16, 2020 Regional Transportation Authority of Central Oklahoma special meeting, Chairman Henry made a motion to revise the action on Item 10 of the July 15, 2020 Meeting Minutes, from "Received to "Received, Ratified and Approved". The motion was seconded by Director Eddy and passed unanimously.

11. Public Comments – Brad Henry, RTA Board Chairman

None.

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).

The RTA Board of Directors entered into executive session at 2:00 p.m.

ENTERED INTO EXECUTIVE SESSION. Moved by Mélon, seconded by Budd. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

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

Chairman Henry reconvened the special virtual meeting and stated there was no reportable actions taken in Executive Session.

RECONVENED: 3:43 P.M. Moved by Vick. seconded by Budd. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

14. New Business – Brad Henry, RTA Board Chairman

None.

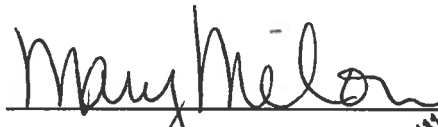
15. Adjourned - 3:55 P.M.


ADJOURNED. Moved by Vick, seconded by Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPROVED by the Board of Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma, on this **16th** day of **September 2020**.

ATTEST:


Mary Melon, Secretary


Brad Henry, Chairman





TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider Ratifying and Approving Addendum No. 1; and Approving Professional Services Agreement with Allen, Gibbs & Houlik, L.C. for independent auditing services, estimated cost of \$12,600, September 4, 2020 to September 3, 2025.

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 Board of Directors approved a request for proposal (RFP) for external audit services at the July 15, 2020 board meeting. The RFP was advertised in the Journal Record and posted on the RTA website.

Addendum No. 1 was issued on August 3, 2020 in response to the questions received by the deadline. Proposals were due on August 12, 2020. One proposal was received from Allen, Gibbs & Houlik, L.C. (AGH).

The Evaluation Committee met on Friday, August 21, 2020, as reported earlier, and determined the sole proposer, AGH, met the criteria of the RFP and was a qualified firm. The proposal pricing is comparable to other auditing services contracts.

The Evaluation Committee directed the Interim Executive Director to move forward with negotiations with AGH. After several meetings, an agreement was reached. The subsequent professional services agreement (PSA) is attached for the Board of Directors' consideration.

Recommendation: Ratify and Approve Addendum No. 1; and Approve the Professional Services Agreement.

Jason Ferbrache
Interim Executive Director



Regional Transportation Authority
of Central Oklahoma

ADDENDUM

Addendum No. 1, issued on Monday, August 3, 2020, for solicitation RTA 2021-001 External Audit Services, is hereby ratified and approved by the Regional Transportation Authority of Central Oklahoma, and signed by the Chairman, this **16th** day of **September 2020**.

ATTEST:

**REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**

A handwritten signature in cursive script, appearing to read "Mary Melon".

Mary Melon, Secretary

A handwritten signature in cursive script, appearing to read "Brad Henry".

Brad Henry, Chairman



ADDENDUM

ISSUE DATE **Monday, August 03, 2020**

TO	All Prospective Bidders/Proposers
FROM	Lisa K. Hubbell, Trust Specialist
PROJECT NO.	RTA 2021-001 / Addendum No. 1
ACTION NEEDED	The Bidder and/or Proposer shall acknowledge receipt of this Addendum and acceptance of the conditions by checking, dating and initialing the spaces corresponding to the Addendum on the Bid/Proposal Cost Form.

This addendum is part of the Contract Documents and modifies the work. Acknowledge receipt of this addendum must be so noted, as directed in the proposal packet. Failure to do so may result in the disqualification of the submitted proposal.

The Regional Transportation Authority of Central Oklahoma (RTA) is issuing Addendum No. 1 to answer questions received, and to clarify and/or change the following items:

1. Attachment "C" – Contract year 1

Q. When providing pricing information as outlined in Exhibit C – Does year 1 costs include the February 2019 – June 30, 2019 as well as the FY20 audit? Or is year 1 February 2019-June 30, 2019 and year 2 is the June 30, 2020 year end?

A. Contract Year 1, includes the periods of February 2019 through June 30, 2019 and July 1, 2019 through June 30, 2020, a period of 17 months.

2. Q. The RFP mentions an example contract was attached for review, but I didn't see that attached. Can we get a copy of the example contract?

A. Section Titled "Contract", Paragraph "X. Contract", page 17, revised as follows:

A sample of the contract for the audit engagement is included as an attachment (Attachment "D").

See, Attachment "D"

3. Section Titled, "Objective", page 2, revised as follows:



ADDENDUM

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~~ will be a recipient of Federal funds in the future. 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.

4. **Section Titled, "Description and Scope of Services Required", Paragraph "A. General", page 2, revised as follows:**

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.

5. **Section Titled, "Description and Scope of Services Required, Paragraph "C. Proposal", page 4, revised as follows:**

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.

6. **Section Titled, "Description and Scope of Services Required, Paragraph "D. Proposal", page 4, revised as follows:**

D. General Information Applicable to Proposals



ADDENDUM

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.

7. Section Titled, “Description and Scope of Services Required, Paragraph “L. Insurance”, page 12 and 13, revised as follows:

L. Insurance and Indemnification – Second Paragraph

Indemnity - The Audit Firm agrees to release, defend, indemnify and save harmless ~~the City and its trusts and authorities~~ the Regional Transportation Authority 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~~ Regional Transportation Authority or its officers, agents and employees. Each party agrees to give the other parties prompt notice of any claim, suits, actions or proceedings.

(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.

8. Section Titled, “Description and Scope of Services Required, Paragraph “M. Other”, page 14, revised as follows:

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 4~~6~~30, 2020.

* * *



ADDENDUM

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.~~

ATTACHMENT “D”



PROFESSIONAL SERVICES AGREEMENT

Contract/Project No. Project Name/Title

This Professional Services **Agreement** (“**Agreement**”) is entered into as of this ___ day of _____, 2020, by and between **INSERT VENDOR NAME** (“**SERVICES PROVIDER**”), and the Regional Transportation Authority of Central Oklahoma (“**RTA**”), a public trust organized under the laws of the State of Oklahoma (“**CONTRACTING ENTITY**”).

WITNESSETH:

WHEREAS, on **DATE**, the **CONTRACTING ENTITY** prepared a Request for **Proposal** (“**RFP**”) seeking a Professional Services **Agreement** for **INSERT SERVICE PROVIDED** for the **CONTRACTING ENTITY**; and

WHEREAS, on **DATE**, the **CONTRACTING ENTITY** received responses to its RFP; and

WHEREAS, a selection committee reviewed and evaluated the responses; and

WHEREAS, the **SERVICES PROVIDER** represented itself, both in its response (“**Proposal**”) and its interviews (“**Interviews**”) as an expert in the field of **INSERT SERVICE PROVIDED** with skilled professionals willing, able, and capable of timely providing the services requested and required by the **CONTRACTING ENTITY** in the RFP; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by the **SERVICES PROVIDER** both in the **Proposal** and the **Interviews**, the selection committee recommended, and the **CONTRACTING ENTITY** selected and entered this **Agreement** with the **SERVICES PROVIDER**; and

WHEREAS, the **CONTRACTING ENTITY** strives to obtain **describe what you are obtaining**; and



PROFESSIONAL SERVICES AGREEMENT

21-001 External Audit Services

This Professional Services **Agreement** (“**Agreement**”) is entered into as of this 16th day of September, 2020, by and between **Allen, Gibbs & Houlik, L.C.** (“**SERVICES PROVIDER**”), and the Regional Transportation Authority of Central Oklahoma (RTA), a public trust organized under the laws of the State of Oklahoma (“**CONTRACTING ENTITY**”).

WITNESSETH:

WHEREAS, on July 16, 2020, the **CONTRACTING ENTITY** prepared a **Request for Proposal** (“**RFP**”) seeking a **Professional Services Agreement** for external audit services for the **CONTRACTING ENTITY**; and

WHEREAS, the RFQ was advertised in the Journal Record on July 22, 2020 and July 29, 2020, by the **CONTRACTING ENTITY**; and

WHEREAS, Addendum No. 1 was issued on July 30, 2020, and is incorporated herein as **Attachment “E”**; and

WHEREAS, on August 12, 2020, the **CONTRACTING ENTITY** received one response to its RFP; and

WHEREAS, the Evaluation Committee reviewed and evaluated the response based upon the evaluation criteria; and

WHEREAS, the **SERVICES PROVIDER** represented itself in its response (“**Proposal**”) as an expert in the field of external auditing services with skilled professionals willing, able, and capable of timely providing the services requested and required by the **CONTRACTING ENTITY** in the RFP; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by the **SERVICES PROVIDER** in the **Proposal**, the Evaluation Committee recommended the **CONTRACTING ENTITY** select and enter this **Agreement** with the **SERVICES PROVIDER**; and

WHEREAS, the **CONTRACTING ENTITY** strives to obtain external auditing services; and

WHEREAS, **CONTRACTING ENTITY** retains **SERVICES PROVIDER** to provide professional services as an independent **SERVICES PROVIDER**; and

WHEREAS, **SERVICES PROVIDER** agrees to provide **CONTRACTING ENTITY** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **CONTRACTING ENTITY** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this **Agreement**.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the **CONTRACTING ENTITY** and **SERVICES PROVIDER** hereby mutually agree as follows:

1. PROFESSIONAL SERVICES AGREEMENT

Subject to the terms and conditions of this **Agreement**, **CONTRACTING ENTITY** retains **SERVICES PROVIDER**, an independent **SERVICES PROVIDER**, to provide **CONTRACTING ENTITY** all



services, in accordance with the standards exercised by experts in the field, necessary to provide the **CONTRACTING ENTITY** services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in the RFP and in this **Agreement**.

- (a) This **Agreement** governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** to the **CONTRACTING ENTITY**. The **Attachments** are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.
- (b) The text of this **Agreement**, together with the **Attachments**, constitutes the entire **Agreement** and the only understanding and agreement between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** with respect to the services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** hereunder. This **Agreement** may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this **Agreement**.
- (c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any **Attachment**, then the text of this **document**, shall govern and control over any conflicting language, term, condition, or provision in any **Attachment**. As among the **Attachments** any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

Attachment "A" ("Project Description and Scope of Services"),

Attachment "B" ("Proposal"),

Attachment "C" ("Payment Milestones and Schedule of Fees),

Attachment "D" ("SERVICES PROVIDER'S Project Team and CONTRACTING ENTITY's Resources"),

Attachment "E" ("Request for Proposals, including Addenda"),

Attachment "F" ("Insurance"),

- (d) Change Order. **CONTRACTING ENTITY's** Administrator or designated representative is appointed as the authorized representative of **CONTRACTING ENTITY** with authority to process any change order request, as needed.
- (e) **CONTRACTING ENTITY:** The term "**CONTRACTING ENTITY**" as used throughout this **Agreement** shall mean the Regional Transportation Authority of Central Oklahoma ("RTA"), and if The City of Oklahoma City or any participating Public Trust which chooses to avail itself of the services from the resultant **Agreement**. Should the City of Oklahoma City or a participating Public Trust, of which The City of Oklahoma City is its sole Beneficiary, choose to avail itself of services from the resultant **Agreement(s)**, the Proposer(s) will honor the terms and conditions, including price, of the **Agreement(s)**.



2. TERM AND RENEWAL

- (a) **Term of Agreement:** The initial term of this **Agreement** shall be effective for a period of five (5) year(s), as approved by **CONTRACTING ENTITY**, with the option to renew.
- (b) **Renewal of Agreement:** This **Agreement** is renewable for one (1), optional 5-year period at the sole option of the **CONTRACTING ENTITY**. Should the **CONTRACTING ENTITY** desire to renew the **Agreement**, a written preliminary notice will be furnished to the **SERVICES PROVIDER** prior to the expiration date of the **Agreement**. (Such preliminary notice will not be deemed to commit the **CONTRACTING ENTITY** to renew.)

3. SCOPE OF SERVICES

SERVICES PROVIDER is solely responsible for the actions, non-action, omissions, and performance of **SERVICES PROVIDER'S** employees, agents, **SERVICES PROVIDERS**, and subcontractors ("**SERVICES PROVIDER's Project Team**") and to ensure:

- (a) The timely provision of the Project and timely performance of the Scope of Services as each are defined in **Attachment "A"**,
- (b) The timely provision of all services, products, solutions and deliverables, including but not limited to, the Deliverables listed on **Attachment "B"**,

SERVICES PROVIDER will be solely responsible to ensure the **SERVICES PROVIDER'S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the **CONTRACTING ENTITY'S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER'S Project Team** is adequately trained, instructed, and managed so that **SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER'S** obligations under this **Agreement**. **SERVICES PROVIDER** may not change the **SERVICES PROVIDER'S Project Team** as set forth on **Attachment "D"** ("**SERVICES PROVIDER'S Project Team and CONTRACTING ENTITY'S Resources**") without the prior written consent of the **CONTRACTING ENTITY'S** Administrator. The **CONTRACTING ENTITY'S** Administrator is the **CONTRACTING ENTITY** Manager or designee, as stated in writing.

SERVICES PROVIDER shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **SERVICES PROVIDER** shall obtain all patents, licenses and any other permission required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the **CONTRACTING ENTITY**.

4. COMPENSATION

CONTRACTING ENTITY shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in **Attachment "C"** ("**Payment Milestones and Schedule of Fees**"), subject to the submission of appropriate documentation and completion and acceptance of all the services and deliverables. No payment will be due or owing for any incomplete or undocumented services and deliverables.

The **CONTRACTING ENTITY** and **SERVICES PROVIDER** acknowledge that the compensation to be paid **SERVICES PROVIDER** pursuant to this **Agreement** has been established at an amount



reasonable for the availability and services of **SERVICES PROVIDER** and **SERVICES PROVIDER'S Project Team**.

Price Adjustment Terms. The unit price shall remain firm through the first twelve (12) month of the contract term.

5. INDEPENDENT SERVICES PROVIDER STATUS

The parties hereby acknowledge and covenant that:

SERVICES PROVIDER is an independent **SERVICES PROVIDER** and will act exclusively as an independent **SERVICES PROVIDER** is not an agent or employee of the **CONTRACTING ENTITY** in performing the duties in this **Agreement**.

The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent **SERVICES PROVIDER** relationship.

- (a) All payments to **SERVICES PROVIDER** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **SERVICES PROVIDER** are performed outside the State of Oklahoma.
- (b) The **CONTRACTING ENTITY** will not withhold any social security tax, workmen's compensation, medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **SERVICES PROVIDER** as **SERVICES PROVIDER** is an independent **SERVICES PROVIDER** and the members of its **SERVICES PROVIDER'S Project Team** are not employees of the **CONTRACTING ENTITY**. Any such taxes, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to the **CONTRACTING ENTITY**.
- (c) **SERVICES PROVIDER** acknowledges that as an independent **SERVICES PROVIDER** it and its **Project Team** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **CONTRACTING ENTITY** for its employees.

6. TERMINATION AND STOP WORK.

This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein. The **CONTRACTING ENTITY'S** Administrator is hereby authorized to issue notices of termination or suspension on behalf of the **CONTRACTING ENTITY**. This **Agreement** can be terminated, with or without cause, upon written notice, at the option of the **CONTRACTING ENTITY**.

- (a) **Termination for Convenience** - Upon receipt of a notice of termination for the *convenience* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall:
 - (1) Immediately discontinue all services and activities (unless the notice directs otherwise); and
 - (2) Upon payment for products or services fully performed and accepted, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations,



field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise; and

- (3) Should there be a decision by **CONTRACTING ENTITY** to effectuate at termination for convenience, **CONTRACTING ENTITY** and the **SERVICES PROVIDER** would need to review all actions of the **SERVICES PROVIDER**, that would be due compensation for services and cart manufacture at the time of notice. **CONTRACTING ENTITY's** intent would be to compensate the **SERVICES PROVIDER** for completed services and at the time of notice, or as directed by the notice, to the degree these are satisfactorily performed in accordance with the **Agreement**. Upon termination for the *convenience* by the **CONTRACTING ENTITY**, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.
- (b) **Termination for Cause** - Upon notice of termination for *cause* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **SERVICES PROVIDER** shall release and waive any interest in any retainage. The **CONTRACTING ENTITY** may hold any outstanding payments for prior completed services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **CONTRACTING ENTITY** by reason of **SERVICES PROVIDER'S** breach or other cause. Provided, however, upon notice of termination for cause, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

The rights and remedies of the **CONTRACTING ENTITY** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**.

- (c) **Stop Work** - Upon notice to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**. In the event the **CONTRACTING ENTITY** issues a stop work order to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** will provide a copy of such stop work order to **SERVICES PROVIDER**. Upon receipt of a stop work order issued by the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **CONTRACTING ENTITY** in the stop



work order. Upon notice to **SERVICES PROVIDER**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the **CONTRACTING ENTITY**, without cause and without cost to **CONTRACTING ENTITY**; provided however, **SERVICES PROVIDER** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The **CONTRACTING ENTITY'S Contract Administrator** is hereby authorized to issue stop work orders on behalf of the **CONTRACTING ENTITY**.

7. **OBLIGATION UPON TERMINATION FOR CONVENIENCE.**

Except for the any warranties, indemnification, confidentiality, or insurance required or provided by the **SERVICES PROVIDER** under this **Agreement**, which shall survive the termination of this **Agreement** for *convenience* or for *cause*, in the event this **Agreement** is terminated for convenience hereunder, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **CONTRACTING ENTITY** shall have no further liability under this **Agreement** to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to the **CONTRACTING ENTITY**.

8. **WARRANTIES**

- (a) **SERVICES PROVIDER** warrants that all services, products, solutions and deliverables performed or provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise normally employed by expert professionals performing the same or similar services. **SERVICES PROVIDER** shall maintain during the term of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **SERVICES PROVIDER** agrees to require all members of the **SERVICES PROVIDER'S Project Team** to provide any and all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **SERVICES PROVIDER**.
- (b) During the term of this **Agreement**, **CONTRACTING ENTITY'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **CONTRACTING ENTITY**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **CONTRACTING ENTITY** shall be entitled to recover, should the **CONTRACTING ENTITY** so determine to be in their best interest, any fees paid to **SERVICES PROVIDER** for previous payments, including, but not limited to, services, products, solutions, and deliverables and **SERVICES PROVIDER** shall make reimbursement or repayment within thirty (30) days of a demand by the **CONTRACTING ENTITY**. Should **SERVICES PROVIDER** fail to reimburse the **CONTRACTING ENTITY** within thirty (30) days of demand, the **CONTRACTING ENTITY** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.



- (c) The **SERVICES PROVIDER** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

9. INDEMNIFICATION

SERVICES PROVIDER agrees to release, defend, and indemnify the **CONTRACTING ENTITY**, and each of them, and hold the **CONTRACTING ENTITY**, and each of them, harmless against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements in connection resulted from the intentional acts or omissions, negligence, and misconduct of **SERVICES PROVIDER** and the **SERVICES PROVIDER'S Project Team**. Any such indemnification or reimbursement shall be made by **SERVICES PROVIDER** within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

10. CONFIDENTIALITY

SERVICES PROVIDER acknowledges that in the course of training and providing other support services to **CONTRACTING ENTITY**, **CONTRACTING ENTITY** may provide **SERVICES PROVIDER** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to **CONTRACTING ENTITY'S** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **SERVICES PROVIDER** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **SERVICES PROVIDER** nor **SERVICES PROVIDER'S Project Team**, without the prior written consent of **CONTRACTING ENTITY**, shall disclose to any person, other than another member of **CONTRACTING ENTITY'S Administrative Team** or the **SERVICES PROVIDER'S Contract Administrator**, any information obtained by **SERVICES PROVIDER**. **SERVICES PROVIDER** will require and maintain adequate confidentiality agreements with its employees, agents, **SERVICES PROVIDERS**, and sub-contracted providers.

11. RIGHT TO AUDIT

Audit working papers, consistent with professional standards, are the property of the Audit Firm, but shall promptly be made available to the **CONTRACTING ENTITY** and shall be made available for copying or review by the **CONTRACTING ENTITY**. The **CONTRACTING ENTITY** shall have the right to examine books, papers and records of the **SERVICES PROVIDER** relative to all aspects of the **Agreement** awarded. Failure to provide the requested information may result in termination of the **Agreement**. This right to audit only affects **Agreement** compliance as a result of this **Agreement** and does not apply to vendor records beyond scope of **Agreement**.



12. MISCELLANEOUS

- (a) **Validity.** The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.
- (b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.
- (c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **SERVICES PROVIDER** may not assign this **Agreement** in whole or in part without the prior written consent of the **CONTRACTING ENTITY**. In addition, **SERVICES PROVIDER** agrees that the **SERVICES PROVIDER'S Project Manager** may not be removed or replaced without the express written consent of the **CONTRACTING ENTITY'S Contract Administrator**.
- (d) **Venue and Applicable Law.** **Clients** and **SERVICES PROVIDER** 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 **SERVICES PROVIDER** 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. This **Agreement** shall be construed and enforced in accordance with the laws of the State of Oklahoma.
- (e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this **Agreement**.
- (f) **Counterparts.** This **Agreement** may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- (g) **Amendments.** This **Agreement** may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.
- (h) **Entire Contract.** This **Agreement** constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.



- (i) **Time is of Essence.** Both the **CONTRACTING ENTITY** and **SERVICES PROVIDER** expressly agree that time is of the essence with respect to this **Agreement**, and the time for performance of each task shall be made a part of the **Agreement** and shall be strictly observed and enforced. Any failure on the part of the **CONTRACTING ENTITY** to timely object to the time of performance shall not waive any right of the **CONTRACTING ENTITY**, to object at a later time.
- (j) **Upgrades and Substitutions.** During the performance of this **Agreement**, if any software named in this **Agreement** is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of the **CONTRACTING ENTITY'S Contract Administrator**, or their written designee, and implemented by **SERVICES PROVIDER** for no increase in costs or fees.
- (k) **No Extra Work.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **CONTRACTING ENTITY** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **CONTRACTING ENTITY** through a contract amendment.
- (l) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if e-mailed, hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:
- (m) **To SERVICES PROVIDER:**
- Allen, Gibb & Houlik, L.C.
301 N Main Street, Suite 1700
Wichita, KS 67202
Contact: Tara J. Laughlin
Telephone: 316-291-4043
E-mail: tara.laughlin@aghlc.com
- To CONTRACTING ENTITY:**
- Regional Transportation Authority of Central Oklahoma
EMBARK Headquarters
2000 S May Avenue
Oklahoma City, OK 73108
Contact: Jason Ferbrache, Interim Executive Director
Telephone: 405.297.1331
E-mail: embarkok@okc.gov
- (n) **Effective.** This **Agreement** shall become effective upon execution by the last party.



13. CONTRACTING ENTITY'S RESPONSIBILITIES

The **CONTRACTING ENTITY** shall only provide such space, equipment and personnel to assist **SERVICES PROVIDER** as expressly set forth in **Attachment "D" (CONTRACTING ENTITY'S Resources)**.

All financial obligations of the **CONTRACTING ENTITY** under this **Agreement** shall be solely the obligations of the **CONTRACTING ENTITY** regardless of how stated herein.

14. NONDISCRIMINATION

In connection with the performance of services and deliverable under this **Agreement**, **SERVICES PROVIDER** agrees as follows:

- (a) The **SERVICES PROVIDER**, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:
 - i. Withholding monthly progress payments;
 - ii. Assessing sanctions;
 - iii. Liquidated damages; and/or
 - iv. Disqualifying the contractor from future bidding as non-responsible
- (b) **SERVICES PROVIDER** shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). **SERVICES PROVIDER** shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. **SERVICES PROVIDER** shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.
- (c) In the event of **SERVICES PROVIDER** 's noncompliance with this nondiscrimination clause, this **Agreement** may be suspended, canceled or terminated by **CONTRACTING ENTITY**. **CONTRACTING ENTITY** may declare **SERVICES PROVIDER** ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by **SERVICES PROVIDER**.
- (d) **SERVICES PROVIDER** agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this **Agreement**.



15. ANTI-COLLUSION.

SERVICES PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **SERVICES PROVIDER** to solicit or secure this **Agreement**. **SERVICES PROVIDER** further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **SERVICES PROVIDER**, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**.

16. INSURANCE

SERVICES PROVIDER shall obtain and provide **CONTRACTING ENTITY** with a copy of the certificate of insurance prior to execution of the contract by **CONTRACTING ENTITY** and shall maintain such insurance throughout the term of this **Agreement** as required and in the form and in the amount set forth in **Attachment "F"** which is incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Regional Transportation Authority
of Central Oklahoma

WITNESS the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the request for proposal, the terms and conditions of the Professional Services Agreement, and the requirements for proposers.

TO BE COMPLETED BY THE SERVICES PROVIDER

Signature: Tandari

Title: Vice President

Date: 9/3/2020

Note: If individual signing is not owner or an officer of the business or corporation a Letter of Authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

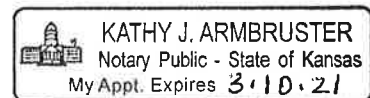
TO BE COMPLETED BY THE NOTARY:

State of * Kansas)

) SS.

County of * Sedgwick)

[*State and County where notarized must be written in.]



SIGNED and sworn to before me this 4th day of Sept., 2020

by Tara Laughlin
[Printed name of individual who signed above.]

Signature of Notary Public: Kathy J. Armbruster

My Commission number: 1133666

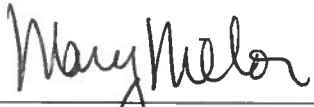
My Commission expires: 3/10/2021
[Date/Year]



**Regional Transportation Authority
of Central Oklahoma**

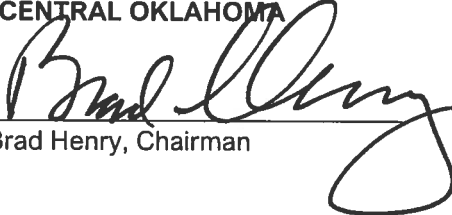
APPROVED by the Regional Transportation Authority of Central Oklahoma and **SIGNED** by the
Chairman this 16th of September, 2020.

ATTEST:



Mary Melon, Secretary

**REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA**



Brad Henry, Chairman

Reviewed for form and legality.



Hailey Rawson, General Counsel

Professional Services Agreement Attachments

The following **Attachments** are incorporated by reference into the **Agreement** by and between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** and shall have the priority and precedence as first set forth in paragraph one of this **Agreement**.

The Attachments include:

Attachment “A” (“Project Description and Scope of Services”),

Attachment “B” (“Proposal”),

Attachment “C” (“Payment Milestones and Schedule of Fees),

Attachment “D” (“SERVICES PROVIDER’S Project Team and CONTRACTING ENTITY’S Resources”),

Attachment “E” (“Request for Proposals, including Addenda”),

Attachment “F” (“Insurance”),

REGIONAL TRANSPORTATION AUTHORITY

The Regional Transportation Authority
of Central Oklahoma

Board of Directors

Brad Henry, Chairman - Oklahoma City

Marion Hutchinson, Vice Chairman - Norman

Mary Mèlon, 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 July 31, 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: September 11, 2020

Subject: Regional Transportation Authority of Central Oklahoma for the
Month Ended July 31, 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 preliminary and may change. Any changes will be reflected in the annual audited financial statements. Receivables have been based on an estimate from previous month's data.

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

Amy M Lucas

Amy M. Lucas MBA
City of Oklahoma City
Accounting Manager

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

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

CASH STATUS REPORT
For the Month Ended July 31, 2020
(unaudited) (preliminary)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

	OPERATING ACCOUNT	INVESTMENT SWEEP (1)	TOTAL
Beginning Balance <i>July 1, 2020</i>			
Cash on Deposit	\$1,131,979	\$-	\$1,131,979
Cash Receipts			
Total Cash Receipts	-	-	-
Cash Disbursements			
Consultant	43,855	-	43,855
Total Cash Disbursements	43,855	-	43,855
Ending Balance <i>July 31, 2020</i>			
Cash on Deposit	\$1,088,124	\$-	\$1,088,124

(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
July 31,
(unaudited) (preliminary)

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	\$1,088,124	\$1,396,772	-22%
Total Cash & Cash Equivalents	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Current Assets	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Assets	<u><u>1,088,124</u></u>	<u><u>1,396,772</u></u>	<u><u>-22%</u></u>
<u>LIABILITIES</u>			
<u>Short-term Liabilities:</u>			
Deferred Revenue			
Unearned Revenue	1,088,124	1,396,772	-22%
Total Deferred Revenue	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Short-term Liabilities	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Liabilities	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Liabilities and Net Assets	<u><u>\$1,088,124</u></u>	<u><u>\$1,396,772</u></u>	<u><u>-22%</u></u>

STATEMENT OF REVENUES AND EXPENDITURES
For the One Month ended July 31,
(unaudited) (preliminary)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

	July 2020 Current	July 2020 Year to Date	July 2019 Current	July 2019 Year to Date
<u>REVENUE</u>				
Beneficiary Donations:				
Del City	\$1,036	\$1,036	\$96	\$96
Edmond	3,953	3,953	364	364
Midwest City	2,640	2,640	243	243
Moore	2,675	2,675	247	247
Norman	5,387	5,387	497	497
Oklahoma City	28,164	28,164	2,596	2,596
Total Revenue	<u>43,855</u>	<u>43,855</u>	<u>4,043</u>	<u>4,043</u>
<u>EXPENDITURES</u>				
Administrative Services	-	-	1,547	1,547
Consultant Fees	43,855	43,855	-	-
Insurance	-	-	2,496	2,496
Total Expenditures	<u>43,855</u>	<u>43,855</u>	<u>4,043</u>	<u>4,043</u>
Net Revenue over Expenditures	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>

STATEMENT OF LOCAL FUNDING
For the One Month ended July 31,
(unaudited) (preliminary)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

LOCAL SPLIT	Population	% Population	Local Share Contributed	Spent	Funds Remaining
Del City	21,332	2.3621%	\$49,580	\$23,878	\$25,702
Edmond	81,405	9.0138%	189,200	91,118	98,082
Midwest City	54,371	6.0204%	126,368	60,859	65,509
Moore	55,081	6.0990%	128,018	61,653	66,365
Norman	110,925	12.2825%	257,810	124,161	133,649
Oklahoma City	579,999	64.2222%	1,348,024	649,207	698,817
Total Revenue	903,113	100.0000%	\$2,099,000	\$1,010,876	\$1,088,124

After July, 2020 Claims Paid in August:

LOCAL SPLIT	Population	% Population	Local Share Contributed	Spent	Funds Remaining
Del City	21,332	2.3621%	\$49,580	\$24,320	\$25,260
Edmond	81,405	9.0138%	189,200	92,806	96,394
Midwest City	54,371	6.0204%	126,368	61,986	64,382
Moore	55,081	6.0990%	128,018	62,795	65,223
Norman	110,925	12.2825%	257,810	126,460	131,350
Oklahoma City	579,999	64.2222%	1,348,024	661,228	686,796
Total Revenue	903,113	100.0000%	\$2,099,000	\$1,029,595	\$1,069,405

**Regional Transportation Authority of Central Oklahoma
Payment Claims**

Period: 7/01/2020 to 7/31/2020

Date	Vendor	Description	Invoice No.	Cost	Total
8/3/2020	Holmes & Associates LLC	Consultant Fees - Labor	820	\$ 20,046.25	
		Cost Reimbursement RTA	820	\$ 1,512.11	
					\$ 21,558.36
Total Claims					\$ 21,558.36

RATIFIED and APPROVED by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this **16th** day of **September, 2020**.

TREASURER:

REGIONAL TRANSPORTATION AUTHORITY


James P. Boggs


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 #0820

August 3, 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	Bill	Description	Hours/Qty	Rate	Amount
7/01/2020	KAH	RTA - TIME: Total time billed by K Holmes for the period 7/01/2020 to 7/31/2020	50.75	395.00	\$20,046.25
7/31/2020	KAH	RTA - COSTS: Total costs incurred by KAH			\$1,512.11

We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you.

Invoice Balance Due

\$21,558.36

REGIONAL TRANSPORTATION AUTHORITY

The Regional Transportation Authority
of Central Oklahoma

Board of Directors

Brad Henry, Chairman - Oklahoma City

Marion Hutchinson, Vice Chairman - Norman

Mary Mèlon, 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 August 31, 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: September 11, 2020

Subject: Regional Transportation Authority of Central Oklahoma for the
Month Ended August 31, 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 preliminary and may change. Any changes will be reflected in the annual audited financial statements. Receivables have been based on an estimate from previous month's data.

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

Amy M Lucas

Amy M. Lucas MBA
City of Oklahoma City
Accounting Manager

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

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

CASH STATUS REPORT
For the Month Ended August 31, 2020
(unaudited) (preliminary)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

	OPERATING ACCOUNT	INVESTMENT SWEEP (1)	TOTAL
Beginning Balance <i>August 1, 2020</i>			
Cash on Deposit	\$1,088,124	\$-	\$1,088,124
Cash Receipts			
Total Cash Receipts	-	-	-
Cash Disbursements			
Consultant	21,559	-	21,559
Total Cash Disbursements	21,559	-	21,559
Ending Balance <i>August 31, 2020</i>			
Cash on Deposit	\$1,066,565	\$-	\$1,066,565

(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
August 31,
(unaudited) (preliminary)

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	\$1,066,565	\$1,373,926	-22%
Total Cash & Cash Equivalents	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Current Assets	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Assets	<u><u>1,066,565</u></u>	<u><u>1,373,926</u></u>	<u><u>-22%</u></u>
<u>LIABILITIES</u>			
<u>Short-term Liabilities:</u>			
Deferred Revenue			
Unearned Revenue	1,066,565	1,373,926	-22%
Total Deferred Revenue	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Short-term Liabilities	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Liabilities	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Liabilities and Net Assets	<u><u>\$1,066,565</u></u>	<u><u>\$1,373,926</u></u>	<u><u>-22%</u></u>

STATEMENT OF REVENUES AND EXPENDITURES
For the One Month and Two Months ended August 31,
(unaudited) (preliminary)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

	August 2020 Current	August 2020 Year to Date	August 2019 Current	August 2019 Year to Date
<u>REVENUE</u>				
Beneficiary Donations:				
Del City	\$509	\$1,545	\$444	\$540
Edmond	1,944	5,897	1,695	2,059
Midwest City	1,298	3,938	1,132	1,376
Moore	1,315	3,990	1,147	1,393
Norman	2,648	8,035	2,309	2,806
Oklahoma City	13,845	42,010	12,076	14,673
Total Revenue	<u>21,559</u>	<u>65,415</u>	<u>18,803</u>	<u>22,847</u>
<u>EXPENDITURES</u>				
Administrative Services	-	-	307	1,854
Consultant Fees	21,559	65,415	18,496	18,496
Insurance	-	-	-	2,497
Total Expenditures	<u>21,559</u>	<u>65,415</u>	<u>18,803</u>	<u>22,847</u>
Net Revenue over Expenditures	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>

STATEMENT OF LOCAL FUNDING
For the One Month and Two Months ended August 31,
(unaudited) (preliminary)

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

LOCAL SPLIT	Population	% Population	Local Share Contributed	Spent	Funds Remaining
Del City	21,332	2.3621%	\$49,580	\$24,387	\$25,193
Edmond	81,405	9.0138%	189,200	93,062	96,138
Midwest City	54,371	6.0204%	126,368	62,157	64,211
Moore	55,081	6.0990%	128,018	62,968	65,050
Norman	110,925	12.2825%	257,810	126,809	131,001
Oklahoma City	579,999	64.2222%	1,348,024	663,052	684,972
Total Revenue	903,113	100.0000%	\$2,099,000	\$1,032,435	\$1,066,565

After August, 2020 Claims Paid in September:

LOCAL SPLIT	Population	% Population	Local Share Contributed	Spent	Funds Remaining
Del City	21,332	2.3621%	\$49,580	\$24,917	\$24,663
Edmond	81,405	9.0138%	189,200	95,083	94,117
Midwest City	54,371	6.0204%	126,368	63,507	62,861
Moore	55,081	6.0990%	128,018	64,336	63,682
Norman	110,925	12.2825%	257,810	129,563	128,247
Oklahoma City	579,999	64.2222%	1,348,024	677,453	670,571
Total Revenue	903,113	100.0000%	\$2,099,000	\$1,054,859	\$1,044,141

**Regional Transportation Authority of Central Oklahoma
Payment Claims**

Period: 8/01/2020 to 8/31/2020					
Date	Vendor	Description	Invoice No.	Cost	Total
9/2/2020	Holmes & Associates LLC	Consultant Fees - Labor	920	\$ 19,157.50	
		Cost Reimbursement RTA	920	<u>\$ 1,210.51</u>	
					\$ 20,368.01
9/1/2020	COTPA	Admin Services	2020-100	\$ 4,576.00	
		Legal Advertisements	744775717	<u>\$ 318.46</u>	
					\$ 4,894.46
Total Claims					\$ 25,262.47

APPROVED by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this **16th** day of **September, 2020**.

TREASURER:

REGIONAL TRANSPORTATION AUTHORITY

James P. Boggs

Brad Henry, Chairman

ATTEST:

Mary Mélon, 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 #0920

September 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	Billor	Description	Hours/Qty	Rate	Amount
8/01/2020	KAH	RTA - TIME: Total time billed by K Holmes for the period 8/01/2020 to 8/31/2020	48/5	395.00	\$19,157.50
8/31/2020	KAH	RTA - COSTS: Total costs incurred by KAH			\$1,210.51

We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you.

Invoice Balance Due

\$20,368.01



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

REMIT PAYMENT TO:
EMBARK - Accts Receivable
2000 S. May | Oklahoma City, OK 73108
embarkok@okc.gov

Bill To: **Regional Transportation
Authority of Central Oklahoma** Phone:

Invoice #: 2020-100

Address: 2000 S May Avenue
Oklahoma City, OK 73108 Email:

Invoice Date: 9/1/2020

Invoice For: *Administrative Services*

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - July 2020 (Local Match)	1	\$2,288.00		\$2,288.00
1	Admin Services Fee - August 2020 (Local Match)	1	\$2,288.00		\$2,288.00
1	Legal Ad - RFP Alternative Analysis Update	1	\$175.28		\$175.28
1	Legal Ad - RFP External Audit Serv	1	\$143.18		\$143.18
NOTES: RTA PO # 2021-001				Invoice Subtotal	\$4,894.46
				Tax Rate	
				Sales Tax	\$0.00
				Other	
				Deposit Received	
Make all checks payable to EMBARK				TOTAL	\$4,894.46