



ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

REGIONAL TRANSPORTATION AUTHORITY (RTA) OF CENTRAL OKLAHOMA BOARD OF DIRECTORS MEETING

THURSDAY, MARCH 21, 2019 | 9:30 A.M.

AGENDA

1. Welcome and Introductions ([Attachment 1](#)) – Mark W. Sweeney, ACOG Executive Director
2. Review and Approval of the February 20, 2019 Minutes ([Attachment 2](#)) – Mark W. Sweeney, ACOG Executive Director
3. Review and Adoption of Proposed Bylaws ([Attachment 3](#)) – Kathryn Holmes, RTA Consultant
4. Election of Officers: Chair, Vice Chair, Secretary, and Treasurer – Mark W. Sweeney, ACOG Executive Director
5. Board Appointment of Interim RTA Executive Director – RTA BOD Chair
6. Consideration of the MOU for Interim Administrative Services between ACOG and the RTA ([Attachment 6](#)) – Kathryn Holmes, RTA Consultant
7. Review and Approval of the Conflict of Interest Resolution and Policy ([Attachment 7](#)) – Kathryn Holmes, RTA Consultant
8. Consideration of the Indemnification Resolution and Policy ([Attachment 8](#)) – Kathryn Holmes, RTA Consultant
9. Workshop: Presentation and Discussion of Commuter Corridors Study and RTA Tasks – Kathryn Holmes, RTA Consultant
10. New Business
11. Adjourn

Next Meeting: Wednesday, April 24, at 9:30 a.m.

Please notify ACOG at 405.234.2264 (TDD/TTY Call 7-1-1 Statewide) by 5 p.m. Monday, March 18, if you require accommodations pursuant to the Americans with Disabilities Act or Section 504 of the Rehabilitation Act.

Chair
Matt Dukes
Midwest City Mayor

Vice-Chair
Lynne Miller
Norman Mayor

Secretary/Treasurer
Steven J. Gentling
Guthrie Mayor

Executive Director
Mark W. Sweeney, AICP

ATTACHMENT 1

WELCOME AND INTRODUCTION

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA
BOARD OF DIRECTORS

Membership List

CITY	NAME
CITY OF DEL CITY	Ken Bartlett
CITY OF EDMOND	James Boggs
CITY OF MIDWEST CITY	Aaron Budd
CITY OF MOORE	Steve Eddy
CITY OF NORMAN	Marion Hutchison
CITY OF OKLAHOMA CITY	Brad Henry
	Mary Melon

ATTACHMENT 2

FEBRUARY 20, 2019 MINUTES

REGIONAL TRANSPORTATION AUTHORITY
Joint Meeting of the RTA Task Force and RTA Board of Directors
Held at: Cox Convention Center, Rm. 1, First Floor, 1 Myriad Gardens, Oklahoma City
11:15 a.m.

RTA Board of Directors Present

Ken Bartlett	Del City
James Boggs	Edmond
Aaron Budd	Midwest City
Marion Hutchinson	Norman
Brad Henry	Oklahoma City
Mary Melon	Oklahoma City

RTA Board of Directors Absent

Steve Eddy	Moore
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RTA Task Force Members Present

Hon. Elizabeth Waner	Edmond
Hon. Mayor Dukes	Midwest City
Hon. Mark Hamm	Moore
Hon. Lynne Miller	Norman

RTA Task Force Members Absent

Hon. Meg Salyer	Oklahoma City
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Guests Present

Floyd Eason	Del City
Michael Scroggins	Embark
Caitlin Ford	Embark
Stephen Holmes	Norman
Tysheeka Halley	Oklahoma City
Kathryn Holmes	RTA Consultant

ACOG Staff

Mark W. Sweeney	Executive Director
John Sharp	Deputy Director & Div. Dir. of Trans. & Planning Services
Jennifer Sebesta	Program Coordinator, TPS
Hayden Harrison	Projects Coordinator, TPS
Taylor Johnson	Program Coordinator, TPS
Gwendolyn Gordon	Administrative Assistant

1. Welcome and Introductions

Mark W. Sweeney called the meeting to order at 11:15 a.m. He welcomed everyone and entertained introductions.

Mr. Sweeney advised the members of the Board of Directors (BOD) to maintain a communication with the City Council that they represent. He also suggested they find a staff member, preferably someone in transportation, of their respective city to work with them and attend the meetings. He said this person will make sure the information provided in the meetings is relayed back to the City Council in a more efficient way. He said this person can attend the meetings when the Board Member is unable attend; however, they do not have voting power.

2. Recognition of ACOG Resolution to the RTA Task Force and Transition to the new Board of Directors

Mr. Mark Sweeney highlighted the information provided in the agenda memorandum. He spoke on the passing of the baton from the original RTA Task Force members to the new RTA BOD members, which is now officially the Regional Transportation Authority (RTA) of Central Oklahoma.

3. PowerPoint of Historical Timeline and Past Studies

John Sharp presented a PowerPoint presentation to the board on the Historical Timeline of the RTA and past studies. The presentation can be viewed at the link below:

http://www.acogok.org/wp-content/uploads/2019/03/RTA-History-presentation_FEB2019.pdf

4. Overview of the Trust Agreement and Indenture

Kathryn Holmes provided an Overview of the Trust Agreement and Indenture for the Regional Transportation Authority of Central Oklahoma. She highlighted key provisions of the Indenture, including Members Jurisdictions, Appointment of Directors and Director Eligibility Requirements, Voting Protocols for the 7-Member Board, Board Apportionment, and Annexation and Withdrawal.

Ms. Holmes passed out her card to the new RTA BOD Members and requested that they contact her if they had additional questions after reading the [Trust Agreement and Indenture](#) in detail.

5. Preliminary Meeting Calendar for 2019

John Sharp presented the Preliminary Meeting Calendar to the RTA BOD members. He asked them if the first meeting on March 21, 2019 at 9:30 a.m. would be a problem for anyone. There was no issue with the March 21 date for five of the six Directors present.

Ms. Holmes wanted to know if there was an issue with the April 24, 2019 meeting date because she has Engineering Consultants coming to that meeting. There was no issue with the RTA BOD members.

Mr. Sweeney said once the RTA is further along, the meetings will likely be every other month.

6. New Business

None

7. Adjourn

There being no further business to discuss, the meeting adjourned at 12:45 p.m.

ATTACHMENT 3

PROPOSED BYLAWS



Bylaws of the Board of Directors of the Regional Transportation Authority of Central Oklahoma

Effective _____ xx, 2019

Bylaws of the Board of Directors of the Regional Transportation Authority of Central Oklahoma

ARTICLE 1. PREAMBLE

The Regional Transportation Authority of Central Oklahoma was created by Trust Agreement and Indenture by the governing city councils of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City pursuant to the under the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district. Certain rules prescribing the conduct of the board of directors of the Authority are set forth in the trust agreement and other laws of the State of Oklahoma and nothing in these bylaws is intended to or has the effect of altering or deviating from any grant of power, duty, or responsibility set forth in the provisions of the trust agreement or any other Oklahoma law, as the same now exists or may hereafter be amended. Where inconsistencies exist between these bylaws and the trust agreement or any law of the State of Oklahoma, the trust agreement or law shall govern the conduct of the board of directors.

ARTICLE 2. DEFINITIONS

Section 2.1. Terms Defined Herein. For purposes of these bylaws, the following terms shall have the meanings set forth below:

"Authority" means the Regional Transportation Authority of Central Oklahoma, a public trust created by Trust Agreement and Indenture by the governing city councils of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City pursuant to the under the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

"Board" means the board of directors who are appointed by the governing boards of the cities, towns, or counties creating the Authority pursuant to Article VI of the trust agreement.

"Bylaws" means these bylaws, adopted by the board effective as of _____, 2019, as the same may be hereafter amended in accordance with the provisions of Article 11 of these bylaws.

"Chair" means the chair of the board, duly elected by the board of directors in accordance with Section 5.3 of these bylaws.

"Committee" means a committee of the board of directors.

"Committee chair" means a director appointed by the chair to serve as the chair of a committee as provided in Section 9.1 of these bylaws.

"Committee charter" means the constituent document of a committee which sets forth the scope of its authority and its governance rules.

"Director" means a member of the board of directors duly appointed in accordance with Article VI of the trust agreement.

"Executive director" means the chief administrator of the Authority, duly appointed by the board of directors in accordance with Article 6 of these bylaws.

"Principal office" means the principal office of Authority where business is conducted and where the regular meeting room of the board of directors is located.

"Regional district" means the specific governing and assessment district created by the member jurisdictions of the Authority comprised of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, and such other cities, towns, or counties that have annexed or withdrawn from the Authority as provided by Article X of the trust agreement.

"Secretary" means the secretary of the Authority elected by the board of directors in accordance with Section 5.4 of these bylaws.

"Treasurer" means the treasurer of the Authority elected by the board of directors in accordance with Section 5.5 of these bylaws.

"Trust" means the Trust Agreement and Indenture by the governing city councils of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City pursuant to the under the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

"Unanimous consent agenda" means an item considered by the board of directors for adoption at a meeting, the approval of which shall be deemed the approval of all items recommended for board of directors approval by the committees which considered them, unless a director requests that a specific item be considered separately, in which case that item shall not be deemed approved by the board of directors upon the approval of the unanimous consent agenda.

"Vice Chair" means the one or more vice chairs of the board of directors, duly elected by the board of directors in accordance with Section 5.3 of these bylaws.

Section 2.2. Terms Defined in the Act. Other capitalized terms used but not defined in these bylaws shall have the meanings ascribed to them in the trust agreement.

ARTICLE 3. OFFICES

Section 3.1. Principal Office. The principal office of the Authority is 4205 N. Lincoln Blvd., Oklahoma City, OK 73105.

Section 3.2. Other Offices. The board of directors may designate such other offices or divisions as in its judgment are needed to conduct the business of the Authority.

Section 3.3. Relocation. The board of directors may relocate the principal office of the Authority and its other offices or divisions as it deems appropriate to conduct the business of the Authority.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1. Composition of the Board. There shall be seven directors of the Authority who shall be appointed by the governing boards of the member jurisdictions creating such Authority according to Article VI of the trust agreement. A director shall be subject to removal only by action of the governing board appointing the director.

Section 4.2. Delegation of Authority. The board of directors may delegate by resolution or ordinance any or all executive, administrative and/or ministerial powers to officers or employees of the Authority.

ARTICLE 5. OFFICERS

Section 5.1. Officers. The officers of the Authority shall be the chair, one or more vice chairs, an executive director, a secretary, and a treasurer. Other than the executive director, all officers must be directors on the board of directors. The offices of secretary and treasurer may not be filled by the same person.

Section 5.2. Election. With the exception of the executive director, who shall be appointed by the board of directors and shall serve at the pleasure of the board of directors as set forth in Article 6 of these bylaws, the election of officers shall take place as needed at the annual meeting of the board, which shall be the first meeting of the fiscal year, or in case of vacancy, at any meeting, if notice of such election is stated in the call. Persons elected to serve as officers shall enter upon their terms of office at the close of the meeting at which their election shall have taken place.

Section 5.3. Chair and Vice Chair. The board of directors shall elect a chair from their members who shall preside at all meetings and perform other duties designated by the directors. The directors shall elect one or more vice chairs from their members who shall act as a chair during the temporary absence or disability of the chair. If a permanent vacancy occurs in the office of the chair or vice chair, the directors shall elect a successor thereto from its members.

- (a) Chair of the Board Duties. The chair of the board of directors shall perform the following enumerated duties and functions:
 - (1) Call and preside at all meetings of the directors;
 - (2) Serve as an ex officio member, with voting power, of all standing committees;
 - (3) Select committee chairs and members and inform the board of the selection;
 - (4) Perform such other duties and functions as may be delegated to that person from time to time by these bylaws or by the directors.

- (b) Vice Chair of Board Duties. The vice chair of the board of directors shall perform the following enumerated duties and functions:
 - (1) Assist the chair with the oversight and coordination of activities of the standing committees;
 - (2) Provide support to the chair with duties of board governance;
 - (3) Serve as an ex officio member, with voting power, of all standing committees;
 - (4) In case of the absence or disability of the chair, the vice chair shall call and preside at meetings of the board of directors and execute the usual functions of the chair.
- (c) Term. The chair and vice chair shall hold office for two (2) years and may be elected to two additional two (2) year term.

Section 5.4. Secretary. The board of directors shall elect a secretary from their members who shall be responsible for the preparation and maintenance of the minutes of meetings and other records and information required to be kept by the Authority. The secretary shall also be responsible for authenticating records of the Authority. The secretary may appoint one or more assistant officers to aid in the performance of these duties. The secretary shall hold office for two (2) years and until his or her successor shall have been duly chosen or until his or her death, resignation, or removal. The secretary may be elected to successive terms.

Section 5.5. Treasurer. The board of directors shall elect a treasurer from their members who shall provide oversight of the financial affairs of the Authority. The treasurer may appoint one or more assistant officers to aid in the performance of these duties. The treasurer shall hold office for two (2) years and until his or her successor shall have been duly chosen or until his or her death, resignation, or removal. The treasurer may be elected to successive terms.

ARTICLE 6. EXECUTIVE DIRECTOR

Section 6.1. Appointment. The board shall appoint a person as an executive director who shall serve as the chief administrator of the Authority. The appointment of an executive director shall be by the affirmative vote of a majority of the board.

Section 6.2. Qualifications. The board's appointment of a person as executive director shall be based on the person's qualifications, with special reference to the person's actual experience in or knowledge of accepted practices with respect to the duties of the office. A person appointed as executive director is not required to be a resident of the state at the time of appointment.

Section 6.3. Responsibilities. The executive director shall:

- (a) Be a full-time officer and devote full time to the district's business;
- (b) Serve at the pleasure of the board;
- (c) Hold office for an indefinite term;
- (d) Ensure that all district ordinances are enforced;
- (e) Prepare and submit to the board, as soon as practical but not less than 60 days after the end of each fiscal year, a complete report on the district's finances and administrative activities for the preceding year;
- (f) Advise the board regarding the needs of the district;
- (g) In consultation with the board, prepare or cause to be prepared all plans and specifications for the construction of district works;
- (h) Cause to be installed and maintained a system of auditing and accounting that completely shows the district's financial condition at all times;
- (i) Attend meetings of the board;
- (j) In consultation with the board, have charge of:
 - (1) the acquisition, construction, maintenance, and operation of district facilities; and
 - (2) the administration of the district's business affairs; and
 - (3) be entitled to participate in the deliberations of the board as to any matter before the board.

Section 6.4. Removal.

- (a) The board may not remove the executive director or reduce the executive director's salary below the amount fixed at the time of original appointment unless the board adopts a resolution by a vote of a majority of all members and, if the executive director demands in writing, the board gives the executive director the opportunity to be

publicly heard at a meeting of the board before the final vote on the resolution removing the executive director or reducing the executive director's salary.

- (b) Before adopting a resolution providing for the removal of the executive director or a reduction in the executive director's salary, the board shall, if the executive director makes a written demand: (i) give the executive director a written statement of the reasons alleged for the removal or reduction in salary; and (ii) allow the executive director to be publicly heard at a meeting of the board of directors.
- (c) The board may suspend an executive director from office pending and during a hearing under Section 6.4(b).
- (d) The action of a board suspending or removing an executive director or reducing the executive director's salary is final.

ARTICLE 7. MEETINGS AND RECORDS

Section 7.1. Public Meetings. All meetings of the board of directors shall be held within the regional district and shall be open to the public and provide for public participation in accordance with the Oklahoma Open Meeting Act (Title 25 Oklahoma Statutes §§ 301 et seq.). When there is a legitimate business need to conduct business in a location outside of the regional district, the board of directors or a committee may agree to meet outside of the regional district provided that such meeting be conducted in a manner that is convenient to and open to the public. In all meetings, the vote of each member must be publicly cast and recorded.

Section 7.2. Regular Meetings. Regular meetings of the board of directors shall be held at 9:30 a.m. on the third Thursday of each month at the principal office of the Authority, unless otherwise set by the board of directors. The board of directors shall give notice in writing by December 15 of each calendar year of the schedule showing the date, time, and place of the regularly scheduled meetings of the Authority for the following calendar year. Such schedule shall be made available on the official website of the Authority and posted as required by the Open Meeting Act.

Section 7.3. Special Meetings. Special meetings may be called by the chair whenever, in his or her opinion, such a meeting is necessary or desirable, or whenever the same is requested in writing to the chair by four (4) directors. Such request for a special meeting shall state the purpose of the special meeting.

Section 7.4. Emergency Meetings. The chair may call an emergency meeting for the purpose of dealing with an emergency as defined in Section 304(5) of the Open Meeting Act.

Section 7.5. Executive Session. The board of directors may, after convening a public meeting, move into an executive session as a closed meeting permitted by Section 307 of the Open Meetings Act upon the affirmative vote of a majority vote of a quorum of the directors present at the meeting. No executive session is permitted unless the proposed executive session and the specific provision of Section 307 authorizing the executive session is noted on the agenda of the meeting. Any vote or action on any item of business considered in an executive session shall only be taken in an open session with the vote of each member publicly cast and recorded.

Section 7.6. Notice of Meetings.

(a) Notice to Directors.

- (1) Regular Meetings. Notice of regular meetings shall be in writing and shall be delivered, faxed, emailed or provided by other electronic means, or sent by first class mail, postage prepaid, to each director at his or her personal residence or place of business, as requested by such director. Such notice shall be delivered at least five (5) days prior to the date of the regular meeting.
- (2) Special Meetings. Notice of special meetings shall be given to each director at least forty-eight (48) hours in advance of such meeting. Notice of a special meeting may be given verbally or in writing.

- (3) Emergency Meetings. In the event of an emergency, notice shall be given to each director as is reasonable and possible under the circumstances existing.
 - (4) Waiver. Whenever any notice is required to be given to a director under the provisions of applicable laws, parliamentary authority or these bylaws, a waiver thereof in writing signed by the director entitled to such notice, whether before or after the stated in such notice, shall be deemed equivalent to the giving of such notice.
Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to transaction of any business on the ground that the meeting is not properly called or convened.
- (b) Notice to the Public. Notice of regular and special meetings specifying the time and place of each such meeting to be convened as well as the subject matter or matters to be considered at such meeting shall be publicly posted at the principal office of the Authority in a prominent and visible location, at the Oklahoma County Clerk's office, and on the official website of the Authority, at least forty-eight (48) hours in advance of a meeting and shall remain posted until the meeting is concluded. In the event of an emergency, an emergency meeting of the Authority may be held by giving such advance public notice as is reasonable and possible under the circumstances existing. The Authority shall also cause written notice of the meeting to be mailed or delivered to each person, newspaper, wire service, radio station, and television station that has filed a written request for notice of meetings of the Authority.
- (c) Content of Notice. Notice of a meeting shall contain the following information: (i) the date, time and place of the meeting, and (ii) the agenda. Business conducted at special meetings shall be

limited to the purpose or purposes set forth in the notice. Notice to a director shall also include a draft copy of each proposed resolution, ordinance, or proposition, together with a cover memo explaining its purpose; provided that if such draft resolution, ordinance, or proposition and cover memo are not included with the notice, such item shall not be precluded from being considered at a meeting.

Section 7.7. Meeting Minutes.

- (a) Content.
 - (1) Written minutes of all regular and special meetings shall be prepared by the secretary or designee for review and approval by the board of directors. Such minutes shall include but need not be limited to: (i) the date, time and place of the meeting, (ii) the members recorded as either present or absent, and (iii) a general description of all matter proposed, discussed or decided, and a record of any voted taken. Any director may request that specific comments made at a meeting or submitted in writing be included in the minutes.
 - (2) Written minutes of an emergency meeting shall include the nature of the emergency and the proceedings occurring at the meeting, including reasons for declaring such emergency meeting.
 - (3) Written minutes of all executive sessions shall be maintained in a confidential manner by the Authority unless ordered to disclose the recording by a court of competent jurisdiction.
- (b) Approval. Minutes of prior meetings to be approved at an upcoming meeting shall be furnished to directors together with the required notice of such upcoming meeting.
- (c) Availability. Following their approval by the board of directors, written minutes of meetings shall be open to public inspection and shall be posted to the official website of the Authority as soon as practicable.

Section 7.8. Records.

- (a) Minutes of meetings will be prepared based upon notes and taped recordings of the meeting. Tape recordings shall be preserved no less than five (5) years from the date of the meeting.
- (b) The books, records, and minutes of the directors shall be considered public records and available for inspection during normal business hours by any interested party to the extent provided by the Open Records Act, Title 51 Oklahoma Statutes § 24A.1 et seq.

Section 7.9. Attestation. The secretary is authorized to attest on behalf of the Authority to any action of the board of directors and to the minutes of any regular or special meeting.

**ARTICLE 8.
CONDUCT OF BUSINESS**

Section 8.1. Quorum. No business of the board of directors may be conducted except at a regular, special, or emergency meeting at which a quorum is present. A majority of all voting members of the board of directors are a quorum for the transaction of business.

Section 8.2. Voting.

- (a) Record of Voting. Yeas and nays shall be taken on any motion, resolution, ordinance, or proposition before the board of directors and shall be included in the minutes of the meeting.
- (b) Approval of Actions. The affirmative vote of a majority of all directors present at any meeting at which a quorum is present shall be necessary and, except as set forth below, is sufficient to carry a motion, resolution, ordinance, or proposition before the board.
 - (1) Each director may cast one vote on all questions, orders, resolutions, and ordinances coming before the board of directors.
 - (2) After a vote of directors is taken, a weighted vote may be called by the directors of any three jurisdictions.

(3) When applicable, votes shall be weighted as follows:

Tier	City	Members	Weighted Vote
Tier I	Oklahoma City (1)	1	26%
Tier I	Oklahoma City (2)	1	26%
Tier II	Norman	1	14%
Tier II	Edmond	1	14%
Tier III	Moore	1	6.6%
Tier III	Midwest City	1	6.6%
Tier III	Del City	1	6.6%

(4) The following matters require approval by a 67% weighted vote:

- Pledge assets
- Approve budget
- Major service change
- Determine tax rate to be placed on ballot
- Call for the governing bodies of the municipalities comprising the Authority to put a referendum on ballot

- (5) A motion to approve the acquisition, construction, or operation of a rail line must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities through which the rail line traverses.
- (6) A motion to approve the acquisition of a transit provider and associated liability and assets must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities in the service area.
- (7) A motion to issue debt must receive the affirmative vote of 67% of the weighted vote. In addition, the indebtedness must be approved by a 2/3 vote of the governing body of 2/3 of the beneficiaries of the trust agreement; provided, however, that a municipal beneficiary with a governing body consisting of fewer than seven members shall be required to approve the issuance of debt by a 3/5 vote of the governing body.

- (c) Conflicts of Interest. Any director who is present at a meeting at which any matter is discussed in which he or she has, directly or indirectly, a private pecuniary or property interest shall declare that he or she has a potential conflict and resolve the conflict in a manner required by the Conflict of Interest Policy of the Regional Transportation Authority of Central Oklahoma.

Section 8.3. Regular Meeting Agenda.

- (a) Preparation. The executive director, in coordination with the chair, shall prepare an agenda for each meeting. The agenda shall be provided to all directors together with the required meeting notice.
- (b) Revisions. Revisions to the agenda may be made by the chair or executive director, in his or her discretion, at least seventy-two (72) hours' in advance of the meeting by providing notice to the other directors.
- (c) Additions. Any three (3) directors may add an item to the agenda upon written request to the chair and executive director given at least seventy-two (72) hours' in advance of the meeting. The chair or the executive director shall promptly provide notice of the revised agenda to the other directors upon receiving such a request.

Section 8.4. Parliamentary Procedure & Authority. The chair shall preside at all meetings of the board of directors. In the absence of the chair, the vice chair shall preside as acting chair. The current edition of Robert's Rules of Order, Newly Revised, in effect at the time of a meeting shall govern parliamentary procedure for such meeting, except as herein provided or as otherwise provided by law. The chair shall have such powers as provided for by such rules, by resolution of the board of directors, and by law.

Section 8.5. Order of Business. The business of all regular meetings of the board of directors shall be transacted as far as practicable in the following order, provided that the

chair may, in his or her discretion, change the order of business at a meeting or permit comments and questions from the public out of order at any time:

1. Call to order;
2. Roll call of members and determination of quorum;
3. Reading and approval of minutes from previous meeting(s);
4. Public comments;
5. Executive director's report;
6. Committee reports;
7. Unanimous consent agenda;
8. Consideration of items excluded from the unanimous consent agenda;
9. Consideration of items originating with the board of directors;
10. Executive session;
11. Items coming out of executive session;
12. Old business;
13. New business; and
14. Adjournment.

Section 8.6. Public Comment. Members of the public shall be permitted to address the board of directors at all regular, special or emergency meetings in accordance with the rules adopted from time-to-time by the Authority and posted on the Authority's official website.

Section 8.7. Committee Reports and Unanimous Consent Agenda. Any item considered by a committee and recommended to the board of directors for adoption shall be placed on the unanimous consent agenda unless objected to by a director, in which case it shall be excluded from the unanimous consent agenda and considered separately. Any item considered by a committee and not recommended to the board of directors for adoption, or any item which a committee has deferred for further consideration, shall not be included in the unanimous consent agenda.

Section 8.8. Items Originating with the Board. Items are not required to be considered by a committee before being considered, adopted or approved by the board of directors. When an item which has not been previously considered by a committee is included on

the agenda for consideration by the board of directors, it shall be considered separately from the unanimous consent agenda and any other items considered by a committee.

ARTICLE 9. COMMITTEES

Section 9.1. Establishment of Committees. The chair may establish standing committees of the board of directors and such other special and/or ad hoc committees as he or she deems appropriate. The chair shall determine the membership of each standing, special and/or ad hoc committee, including designating the committee chair of any such committee. All such special and/or ad hoc committees shall be dissolved upon the completion of the business for which they were created.

Section 9.2. Committee Charters. Each committee shall be governed by a committee charter adopted by the affirmative vote of a majority of the directors of the board at the time the committee is constituted. The committee charter shall set forth the scope of authority of the committee and its rules of governance and may be amended only by the affirmative vote of the directors.

Section 9.3. Attendance of Nonmembers at Committee Meetings. Any director may attend the meeting of any committee, but such director may not vote on a matter before the committee and his or her presence shall not count for purposes of determining quorum unless such director is a member of the committee.

Section 9.4. Committee Action. A committee may vote to recommend or not recommend board of adoption of an item it considers. A committee may also modify an item before voting on whether to recommend it for board adoption or may elect to defer voting on a recommendation to a later date. Any such action requires the affirmative vote of a majority of the directors serving on the committee.

Section 9.5. Committee Reports. The committee chair of each committee shall report on the actions of his or her committee to the board at its meeting. Such report shall indicate whether the committee recommends board adoption of each item considered by the committee, or if the committee has deferred an item for additional consideration. To the

extent permissible under applicable law, a committee report may be delivered to the board of directors, in whole or in part, in executive session.

ARTICLE 10. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

Section 10.1. Indemnification. The Authority shall provide for the indemnification of current and former directors, officers and employees pursuant to the Director, Officer and Employee Indemnification Policy of the Regional Transportation Authority of Central Oklahoma.

Section 10.2. Amendment to Policy. An amendment to the Director, Officer and Employee Indemnification Policy may only be made by an affirmative vote of a majority of all directors present at any meeting at which a quorum is present. Any repeal or modification of the Director, Officer and Employee Indemnification Policy shall not conflict with or adversely affect any right or protection of a director, officer, or employee of the Authority existing at the time of such repeal or modification.

ARTICLE 11. MODIFICATION OF BYLAWS

These bylaws may be amended or modified by the affirmative vote of a majority of all directors voting at any regular meeting of the board of directors or at any special meeting of the board of directors called for that purpose.

ATTACHMENT 6

MOU FOR INTERIM ADMINISTRATIVE SERVICES BETWEEN ACOG AND THE RTA

MEMORANDUM OF UNDERSTANDING FOR INTERIM ADMINISTRATIVE SERVICES

Between
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS and
REGIONAL TRANSPORTATION AUTHORITY of CENTRAL OKLAHOMA

This Memorandum of Understanding for Interim Administrative Services (“Understanding”) is entered into this 20th day of February 2019, by and between the Association of Central Oklahoma Governments (“ACOG”) and the Regional Transportation Authority of Central Oklahoma (“RTA”).

RECITALS

WHEREAS, ACOG is an Oklahoma nonprofit corporation, formed for the purposes of coordinating spending on multijurisdictional transportation through a comprehensive, cooperative and continuing process, and is designated as a Metropolitan Planning Organization for the Central Oklahoma region (the “Region”);

WHEREAS, the RTA is a public trust created 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;

WHEREAS, ACOG is entitled to receive, spend, and allocate transportation funding from various sources, including federal, state, and local governments;

WHEREAS, ACOG is governed by its Regional Council (the “ACOG Council”) which is made up of officials from various local governments in the region;

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

WHEREAS, the RTA Board has adopted an initial plan of work and an initial budget to further the planning of a regional transportation district;

WHEREAS, the RTA has not retained staff qualified to perform the services necessary to accomplish the plan of work;

WHEREAS, ACOG proposes to provide interim administrative services to the RTA until such time as the RTA retains its own staff to perform administrative services necessary to accomplish its purposes;

WHEREAS, ACOG has a qualified staff and other resources immediately available to assist the RTA in accomplishing its purposes;

WHEREAS, ACOG supports the mission of the RTA and is willing and able to provide its resources and staff for use by the RTA in accomplishing that mission; and

WHEREAS, RTA desires to utilize ACOG staff and other resources as set forth in this Understanding.

NOW, THEREFORE, ACOG and RTA acknowledge, understand, and agree as follows:

A. Specific Terms

1. **Personnel.** ACOG will share its executive director, other program directors, and the rest of its workforce (collectively “Staff”) with the RTA, at no cost to the RTA, as necessary to perform administrative services to accomplish the RTA’s purposes, until such time as the RTA retains its own staff to perform such services. The administrative services will consist of the work necessary to perform the plan of work and the budget attached as Exhibit A. In general, the services will consist of the routine management, accounting, record keeping, contracting, and correspondence required by the RTA to move forward its plan of work.
2. **Employer.** ACOG is and will remain the only legal employer of Staff, and ACOG shall be solely responsible for all workers’ compensation, payroll, tax withholding, notices, and other legal obligations of ACOG, and of employers generally, pursuant to all federal, state, and local laws. The employees of ACOG shall not become employees of the RTA by virtue of this Understanding.
3. **Executive Director.** The executive director of ACOG will be the interim chief administrator of the RTA. The executive director shall be responsible for planning and preparation of all meeting agendas, including those of the RTA’s special committees and advisory bodies (collectively “Committees”), and is authorized to execute contractual and financial transactions on behalf of the RTA, pursuant to policies adopted by the RTA Board. The executive director will coordinate the activities of the RTA Board and Committees to facilitate accomplishment of the mission. The executive director shall cooperate with legal counsel to provide timelines, planning information and recommendations to the RTA Board and Committees to ensure that the RTA meets all of its legal requirements in accomplishing its mission.

4. **Administration.** ACOG, through the executive director, will provide and pay for all administrative and accounting services necessary and proper to administer and support the RTA and protect the resources ACOG is providing to the RTA.
5. **Procurement.** ACOG may procure goods and/or services for and on behalf of the RTA.
6. **Financial Transactions.** Until such time as the RTA Board determines to levy a sales tax authorized by the registered voters within the RTA boundary as required by Title 68 OS §1370.7, the beneficiaries of the RTA public trust shall fund the RTA based upon each beneficiary's percentage of population of the aggregate population of all beneficiaries as reflected on Exhibit B. The executive director, or designee, is authorized to execute financial transactions on behalf of the RTA, pursuant to policies adopted by the RTA Board.
7. **Financial Books.** ACOG will develop an accounting system to show expenditures of funds on behalf of the RTA. ACOG agrees to keep and maintain for the RTA, for the duration of this Understanding, separate financial books, receipts and other records as are typically kept and maintained by an Oklahoma public trust, pursuant to governmental accounting standards.
8. **Annual Report.** The executive director shall file annually with the RTA trustees and the RTA beneficiaries, copies of financial documents and reports sufficient to demonstrate the fiscal activity of such trust, including, but not limited to, budgets, financial reports, bond indentures, and audits. Amendments to the adopted budget shall be approved by the trustees of the public trust and recorded as such in the official minutes of such trust. The executive director shall report, not less than monthly, to the RTA Board and the ACOG Council, on all expenditures made by ACOG on the RTA's behalf, and on all other significant activities undertaken by Staff on its behalf. The executive director shall prepare an annual budget.
9. **Public Records.** ACOG shall keep and maintain for RTA its public records and shall comply with the disclosure requirements therein. All records described in this section shall be turned over to the RTA upon termination of this Understanding.
10. **Inspections and Audits.** ACOG agrees to permit inspections or audits of any of its financial books or records, upon reasonable notice, by the RTA or anyone authorized by the RTA to conduct any inspections or audits on the RTA's behalf. ACOG agrees to have performed a financial audit, consistent with governmental accounting standards, upon the close of each fiscal year.
11. **Offices and Equipment.** ACOG will share all of its offices, equipment, and other resources to support the RTA in accomplishing its mission.

12. **Indemnification.** The parties agree to indemnify, defend and hold harmless each other and their boards, from, for, and against, any all claims, demands, damages, or penalties, brought by or on behalf of any persons or entities, arising out of the parties' activities, as described herein, regardless of how such claims are worded or styled, and regardless of the specific cause of action or type of claim asserted.
13. **Insurance.** For the duration of this Understanding, ACOG agrees to carry liability insurance necessary and proper to secure all of its commitments made herein, and ACOG agrees to disclose this Understanding to its insurers and verify that they will insure the responsibilities undertaken by ACOG herein. Until RTA notifies ACOG that it has obtained its own insurance, ACOG shall require that the RTA be identified as an additional insured on all of ACOG's insurance policies and will provide to the RTA certificates of insurance evidencing RTA's status as additional insured and requiring that the RTA be notified in writing, at least ten days in advance, of any modification, termination or lapse of the insurance.

B. General Terms

14. **Severability.** If any provision of this Understanding shall be interpreted by a court of competent jurisdiction to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Understanding is not affected in any manner materially adverse to any party.
15. **Term, Termination, and Modification.** The term of this Understanding shall be for one year, beginning on February 20, 2019, and ending on June 30, 2024, unless sooner terminated. However, this Understanding shall automatically renew for an additional one-year term, unless ACOG or the RTA notifies the other, in writing, of its intention not to allow this Understanding to renew, at least thirty days prior to the beginning of the renewal term. Either ACOG or the RTA may terminate this Understanding, at any time, with or without cause, by giving sixty days advance written notice one to the other. The parties may modify or amend this Understanding, only by written agreement adopted by the ACOG Council and the RTA Board.
16. **No Partnership or Joint Agency.** Nothing in this Understanding shall be construed to create any partnership or joint agency relationship between ACOG and the RTA.
17. **No Discrimination.** Neither party shall discriminate against any employee or client of **either** party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, genetic information, disability or national origin in the course of carrying out the duties pursuant to this Understanding. Both parties shall comply with the Americans with

Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, and the Genetic Information Nondiscrimination Act of 2008.

IN WITNESS WHEREOF:

**Association of Central Oklahoma
Governments**

**Regional Transportation Authority of
Central Oklahoma**

_____, Chair _____, Chair

By: _____ By: _____

Date: _____ Date: _____

ATTACHMENT 7

CONFLICT OF INTEREST RESOLUTION AND POLICY

March 2019



RESOLUTION

Adopting Board Policy on Conflicts of Interest

WHEREAS, the board of directors of the Regional Transportation Authority of Central Oklahoma have an obligation to act at all times in the best interest of the Authority; and

WHEREAS, an essential component of this obligation is to identify and disclose any conflicts of interest and to take steps to minimize the impact of such conflicts on the Authority.

NOW THEREFORE, be it resolved:

RESOLVED, the board of directors approves the Board Policy on Conflicts of Interest and directs the administration to post the statement on the Authority's webpage.

IN WITNESS WHEREOF, the undersigned affixed his/her signature this _____ day of March 2019.

Secretary, Regional Transportation Authority of Central Oklahoma

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

On the ____ day of March 2019, personally appeared before me, _____, who being duly sworn did say that s/he is the secretary of the Regional Transportation Authority of Central Oklahoma, a public trust, and that s/he executed the resolution as secretary of the Authority, and that said resolution was adopted by the board of directors of the Regional Transportation Authority of Central Oklahoma at a meeting of the board on March 21, 2019.

NOTARY PUBLIC

Residing in: Oklahoma City, OK

My Commission Expires:



POLICY TITLE	Board Policy on Conflicts of Interest and Related Procedures
No. 201903-xx	
Effective Date	March 21, 2019

1. STATEMENT OF POLICY

Each member of the board of directors of the Regional Transportation Authority of Central Oklahoma (Authority) has a fiduciary obligation to act at all times in the best interests of the Authority. Directors should ensure that they do not use or be perceived as using their position with the Authority for private gain or to secure special privileges or exceptions for themselves or others. Directors should not knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift or loan for themselves or others if the gift or loan would tend to influence them in the discharge of their duties. Directors have a duty to identify and disclose any conflicts of interest that have or may arise, and to take steps to minimize the impact of such conflicts upon the Authority.

2. DEFINITIONS

- A. Conflict of Interest – An actual, potential, or apparent conflict of interest may exist in any circumstance that may compromise, or give the appearance that it may compromise, the ability of a director to make unbiased and impartial decisions on behalf of the Authority. Such circumstances may involve family relationships, business transactions, professional activities, or personal affiliations.
- B. Conflicting Interest Transaction – A conflicting interest transaction means a contract, transaction, or other financial relationship between the Authority and:
 - A director of the Authority;
 - A family member of a director of the Authority; or
 - An entity in which the director is an officer, director, or has a financial interest.
- C. Business Relationship – A relationship in which a director or member of his or her family serves as an officer, director, employee, partner, trustee, or controlling shareholder of an organization that does substantial business with the Authority.

- D. Family Member – A spouse, children (including stepchildren), mother, father, sister, or brother.
- E. Material Financial Interest – When a director or member of his or her family (1) has an ownership interest in a private business for which the director or his or her family member is an officer, director, owner, manager, employee, or agent or any private business in which the director or his or her family member owns or has owned stock, another form of equity interest, stock options, debt instruments, or has received dividends or income worth Twenty Thousand Dollars (\$20,000.00) or more at any point during the preceding calendar year; or (2) is the actual or beneficial owner of five percent (5%) or more of the voting stock or controlling interest in a publicly traded corporation that does substantial business with the Authority; (3) an ownership interest in a publicly traded corporation or other business entity from which dividends or income, not to include salary, of Fifty Thousand Dollars (\$50,000.00) or more were derived during the preceding calendar year by the director or his or her family member; or (4) an interest that arises as a result of the director's or his or her family member's service as an officer or director of a publicly traded corporation or other business entity at any time during the preceding calendar year; or (5) any sources of income derived from employment, other than compensation pertaining to the office for which the director or his or her family member holds, in the amount of Twenty Thousand Dollars (\$20,000.00) or more by the director or his or her family member.

3. APPLICABLE PROCEDURES UNDER THE POLICY

A. Disclosure

The board of directors requires directors to fully disclosure all actual or potential conflicts of interest. All directors are required to file an annual Conflict of Interest Disclosure Form disclosing the substantive relationships that they or members of their families maintain with organizations that do business with the Authority or that could be construed to potentially affect their independent, unbiased judgment. Directors must continuously update during the year any actual or potential conflicts of interest that may arise.

B. Process of Identification

The secretary of the board will collect Conflict of Interest Disclosure Forms from all directors each year at the first director meeting of the fiscal year and from all new directors at the time of their appointment. The secretary will review each disclosure form for actual or potential conflicts of interest, including, but not limited to, the following factors:

- 1) A conflicting interest transaction that is likely to have a direct and predictable effect on the material financial interests of the director or of his or her family member.
- 2) A conflicting interest transaction involving a person with whom the director or his or her family member has a business relationship and the business organization is a party to or represents a party in a matter before the Authority.

- 3) A conflicting interest transaction where a director, or a member of his or her family, or an entity in which the director is an officer, director, or has a financial interest receives, accepts, takes, seeks, or solicits, directly or indirectly any gift or loan from the Authority for themselves or others.
- 4) A loan made directly or indirectly by the Authority to a director, or a member of his or her family, or an entity in which a director or family member has any ownership, management right, or financial interest.
- 5) Solicitation or acceptance of gifts, gratuities, free travel, or other items of value by a director or a member of his or her family that could create the appearance of a conflict or an expectation of special treatment in the Authority matters. Notwithstanding the foregoing, a director or member of his or her family may accept meals having a nominal value defined as an aggregate market value of Twenty Dollars (\$20.00) or less per occasion, provided that the aggregate market value of individual gifts received from any individual or other entity does not exceed Fifty Dollars (\$50.00) during any calendar year.
- 6) Situations where a director may be divided between personal interests or the interests of another organization and the best interests of the Authority.
- 7) Engagement in business, professional conduct, or other activities that may be directly or indirectly adverse to the interests of the Authority.
- 8) Any arrangements in which a director provides goods or services to the Authority as a paid vendor or outside service-provider.
- 9) Any other circumstance that would cause a reasonable person with knowledge of the relevant facts to question the director's impartiality in a matter before the Authority.

The secretary may request additional information from any director at any time. While an individual's relationships or activities are under review, the individual may not deliberate, debate, or vote on any matter under consideration at a board or committee meeting about which the director may have a conflict of interest.

C. Resolution of Conflict of Interest

When the secretary or board of directors identifies an actual, potential, or apparent conflict of interest, it must take one of the following actions to resolve such conflict:

- *Waive* the conflict of interest as unlikely to affect the director's ability to act in the best interests of the Authority; or
- *Recuse* the individual director from deliberation or decision-making related to the specific matter giving rise to the conflict and require the director to leave at the time of the discussion and vote.

The board of directors has final authority over the resolution of all conflicts of interest involving a director and may overrule any decision of the secretary. The conflict and the resolution thereof must be reflected in the minutes of the board or committee proceeding.

D. Authorizing Prohibited Transactions

A transaction otherwise prohibited by this policy may be permitted if the material facts as to the director's relationship or interest as to the conflicting transaction, gift, or loan are disclosed to the board of directors and the board in good faith authorizes, approves, or ratifies the conflicting interest transaction, gift, or loan.

4. RELATED DOCUMENTS

- Conflict of Interest Disclosure Form

5. HISTORY

Date of Last Action	Action Taken	Authorizing Entity
March 21, 2019	Conflict of Interest Policy Adopted	Board of Directors

6. SIGNATURE, TITLE, AND DATE OF APPROVAL

Approved: _____
Board of Directors Chair



REGIONAL TRANSPORTATION AUTHORITY

BOARD OF DIRECTORS CONFLICT OF INTEREST DISCLOSURE FORM

1. ANNUAL DISCLOSURE REQUIREMENT

To comply with Regional Transportation Authority's Board Policy on Conflicts of Interest, directors and officers must disclose certain family and/or business relationships on an annual basis by completing this form. Disclosures help the Authority identify and manage potential or perceived conflicts of interest consistent with best governance practices, and applicable regulations and law.

2. DEFINITIONS

- A. Conflict of Interest – An actual, potential, or apparent conflict of interest may exist in any circumstance that may compromise, or give the appearance that it may compromise, the ability of a director to make unbiased and impartial decisions on behalf of the Authority. Such circumstances may involve family relationships, business transactions, professional activities, or personal affiliations.
- B. Conflicting Interest Transaction – A conflicting interest transaction means a contract, transaction, or other financial relationship between the Authority and:
- A director of the Authority;
 - A family member of a director of the Authority; or
 - An entity in which the director is an officer, director, or has a financial interest.
- C. Business Relationship – A relationship in which a director or member of his or her family serves as an officer, director, employee, partner, trustee, or controlling shareholder of an organization that does substantial business with the Authority.
- D. Family Member – A spouse, children (including stepchildren), mother, father, sister, or brother.

- E. Material Financial Interest – When a director or member of his or her family (1) has an ownership interest in a private business for which the director or his or her family member is an officer, director, owner, manager, employee, or agent or any private business in which the director or his or her family member owns or has owned stock, another form of equity interest, stock options, debt instruments, or has received dividends or income worth Twenty Thousand Dollars (\$20,000.00) or more at any point during the preceding calendar year; or (2) is the actual or beneficial owner of five percent (5%) or more of the voting stock or controlling interest in a publicly traded corporation that does substantial business with the Authority; (3) an ownership interest in a publicly traded corporation or other business entity from which dividends or income, not to include salary, of Fifty Thousand Dollars (\$50,000.00) or more were derived during the preceding calendar year by the director or his or her family member; or (4) an interest that arises as a result of the director's or his or her family member's service as an officer or director of a publicly traded corporation or other business entity at any time during the preceding calendar year; or (5) any sources of income derived from employment, other than compensation pertaining to the office for which the director or his or her family member holds, in the amount of Twenty Thousand Dollars (\$20,000.00) or more by the director or his or her family member.

3. DISCLOSURES

Please provide the information request below for the period from July 1, 2018 through March 21, 2019 and provide information for any instances where you anticipate entering into transactions or other arrangements covered by this Disclosure Form. If you have nothing to disclose in response to a particular section, please write "N/A" in that section. Attach additional pages, if necessary, to respond fully.

Your name:

Your business/employer, any titles:

- A. Are you or a family member a director, officer, employee, or owner in any entity that currently conducts business with the Authority; that has conducted business with the Authority within the past 12 months; or that anticipates conducting business with the Authority during the upcoming 12 months?

YES _____ NO _____

If the answer to the above question is YES, please list the name of the entity; the position or office that you hold with the entity; the nature of the business conducted with the organization; and the approximate dollar amount received by the entity from the Authority during the past 12 months.

Please explain the nature of your compensation or other financial arrangements (if any) with such business or entity as it relates to compensation received by you or a family member (directly or indirectly) from any business relationship with the Authority.

- B. Are you or a family member in a business relationship with a person or entity that is a party to a contract, transaction, or other financial relationship, or represents a party that has a contract, transaction, or other financial relationship with the Authority within the past 12 months; or that anticipates conducting business with the Authority during the upcoming 12 months?

YES _____ NO _____

If the answer to the above question is YES, please list the name of the person or entity; the nature of the business conducted with the person or entity; and the approximate dollar amount received by the entity from the Authority during the past 12 months.

Please explain the nature of your compensation or other financial arrangements (if any) with such person or entity as it relates to compensation received by you or a family member (directly or indirectly) from any business relationship with the Authority.

- C. Within the previous 12 months, have you received, directly or indirectly, any payments, loans, services, entertainment, travel, or gifts of more than nominal value from any individual or business doing or seeking to do business with the Authority?

YES _____ NO _____

If the answer to the above question is YES, please describe the types of payments, loans, services, entertainment, travel, or gifts of more than nominal value that you have received (including dollar values, where applicable).

D. Within the previous 12 months, have either you, a family member, or any organization with which you are affiliated as an officer, director, trustee, majority owner or principal beneficiary, directly or indirectly engaged in any of the following with the Authority:

- a. Sold, exchanged or leased property to the Authority: YES _____ NO _____
- b. Lent money or other extension of credit: YES _____ NO _____
- c. Been paid compensation by the Authority or reimbursement of expenses if more than \$1,000 (excluding reimbursements for travel on Authority business): YES _____ NO _____
- d. Received any part of your income or assets from the Authority: YES _____ NO _____

If YES to any of the above, please describe:

E. Within the previous 12 months, did you directly or indirectly exert influence over any person or entity doing or seeking to do business with the Authority that was intended to result in your personal financial gain?

YES _____ NO _____

If YES, please describe:

F. Are you or a family member currently engaged in a business, professional conduct, or other activities that may be directly or indirectly adverse to the interests of the Authority?

YES _____ NO _____

If the answer to the above question is YES, please describe the business, professional conduct, or other activities.

- G. Are you or a family member currently being compensated by the Authority for any services rendered to the organization, or have you been compensated by the Authority within the previous 12 months for any services rendered to the organization?

YES _____ NO _____

If the answer to the above question is YES, please indicate the dollar amount of the compensation received and the type of services rendered in exchange for the compensation received.

- H. Do you or a family member anticipate receiving any compensation from the Authority in exchange for rendering services to the Authority during the upcoming 12 months?

YES _____ NO _____

If the answer to the above question is YES, please indicate the estimated dollar amount of the compensation and the type of services to be rendered in exchange for the anticipated compensation.

- I. Are you aware of any other circumstance involving you or a family member that might cause a reasonable person with knowledge of the relevant facts to question your impartiality in a matter before the Authority?

YES _____ NO _____

If the answer to the above question is YES, please describe the circumstance.

4. ANNUAL STATEMENT

I certify that the above statements are true to my knowledge. I will notify the board chair and corporate secretary if any of the above information changes or if I become aware of any actual or potential conflict of interest or the appearance of a conflict of interest.

Printed Name: _____

Signature: _____

Date: _____

ATTACHMENT 8

INDEMNIFICATION RESOLUTION AND POLICY

March 2019



RESOLUTION

Adopting Board Policy on Director, Officer, and Employee Indemnification

WHEREAS, the board of directors of the Regional Transportation Authority of Central Oklahoma have the power to indemnify its current and former officers, directors and employees pursuant to law; and

WHEREAS, it is in the best interests of the Authority to provide for the indemnification of its current and former directors, officers and employees against claims, expenses and liabilities such persons may be subject to by reason of those persons acting in their capacity as directors, officers or employees of the Authority.

NOW THEREFORE, be it resolved:

RESOLVED, the board of directors approves the Board Policy on Director, Officer, and Employee Indemnification and directs the administration to post the statement on the Authority's webpage.

IN WITNESS WHEREOF, the undersigned affixed his/her signature this _____ day of March 2019.

Secretary, Regional Transportation Authority of Central Oklahoma

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

On the ____ day of March 2019, personally appeared before me, _____,
who being duly sworn did say that s/he is the secretary of the Regional
Transportation Authority of Central Oklahoma, an public trust, and that s/he
executed the resolution as secretary of said the Authority, and that said
resolution was adopted by the board of directors of the Regional
Transportation Authority of Central Oklahoma at a meeting of the board on
March 21, 2019.

NOTARY PUBLIC

Residing in: Oklahoma City, OK

My Commission Expires:



POLICY TITLE	Board Policy on Director, Officer, and Employee Indemnification
No. 201903-xx	
Effective Date	March 21, 2019

1. STATEMENT OF POLICY

Subject to the provisions of this Director, Officer, and Employee Indemnification Policy, the Authority shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of a Wrongful Act in the discharge of his or her duties as a current or former director, officer, or employee of the Authority.

2. DEFINITIONS

- A. Wrongful Act – Any act or omission, error, misstatement or misleading statement, or neglect or breach of duty committed, attempted or allegedly committed or attempted by a person in the discharge of the person's duties as a current or former director, officer, or employee of the Authority.
- B. Indemnified Party – A current or former director, officer, or employee of the Authority. In accordance with this policy, any such person the Authority deems entitled to indemnification.

3. APPLICABLE PROCEDURES UNDER THE POLICY

A. Indemnification

In accordance with this policy, any person the Authority deems entitled to indemnification shall be indemnified against expenses including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Authority, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit, or proceeding by

judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Authority, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

This indemnification shall not apply to any claim, suit, action or proceeding:

- 1) which is for the return by any such director, officer, or employee of any remuneration paid in fact to him or her without the previous approval of the Authority if it shall be determined by a judgment or other final adjudication that such remuneration is in violation of law or if such remuneration is to be repaid to the Authority under a settlement agreement;
- 2) which is brought about or contributed to by the fraudulent or dishonest acts of such director, officer, or employee if a judgment or other final adjudication adverse to such Indemnified Party establishes that acts of active and deliberate dishonesty were committed or attempted by such director, officer, or employee with actual dishonest purpose and intent and were material to the cause of action so adjudicated;
- 3) which is brought about or contributed to by any criminal activities of the director, officer, or employee;
- 4) which is based upon or attributable to such director, officer, or employee having gained any personal profit or advantage to which he or she was not legally entitled, whether or not (i) a judgment or other final adjudication adverse to such person establishes that such person in fact gained personal profit or other advantage to which he or she was not entitled, or (ii) the director, officer, or employee has entered into a settlement agreement to repay such personal profit or advantage to the Authority;
- 5) for which the Authority is not authorized by law to provide indemnification to the director, officer, or employee; or
- 6) brought by the Authority at the direction of its board of directors against director, officer, or employee.

B. Notification Required

The Authority shall indemnify only a director, officer, or employee from whom the Authority has received notice of a Wrongful Act. The notice must be in writing and shall be mailed as soon as practicable, but in no event later than 30 days after the date of receipt by the Indemnified Party of any claim, demand, notice, summons, or service of process relating to the Wrongful Act. The notice must identify the director, officer, or employee seeking indemnification and must contain information with respect to the time, place, and circumstances of the Wrongful Act which may result in a claim, suit, action, or proceeding, the names and addresses of any injured persons, and names of any available witnesses.

C. Retention of Counsel

Upon the Authority's determination or upon request of the Indemnified Party, the Authority shall have the power to retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party and any others the Authority designate in such proceeding

and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Authority and the Indemnified Party shall have mutually agreed to the retention of such counsel, (ii) the actual or potential parties to any such proceeding include both the Authority and the Indemnified Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Authority, (iii) the use of counsel chosen by the Authority to represent the Indemnified Party would present such counsel with a conflict of interest, or (iv) the Authority shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such proceeding. It is understood that the Authority shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such Indemnified Parties and that all such fees and expenses shall be reimbursed as they are incurred.

D. Settlement

Any claim, suit, action or proceeding brought against an Indemnified Party for which indemnification is provided pursuant to this policy may only be settled with the approval of the Authority, and the Authority shall indemnify the Indemnified Party for any damages, expenses, court costs, and legal fees actually and reasonably incurred in connection with an approved settlement. The Authority shall not, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party, indemnity has been sought hereunder by such Indemnified Party, and the Authority has determined that indemnification of such person is required (which determination shall be made before such settlement is effected), unless such settlement includes an unconditional release of such indemnified party from all liability and claims that are the subject matter of such proceeding.

E. Determination of Indemnification

Any indemnification under this policy, unless ordered by a court, shall be made by the Authority only upon a determination that indemnification of the person is required by this policy.

- 1) With respect to a person who is a director or officer at the time of the determination, the determination shall be made:
 - a. By a majority vote of the directors who are not parties to the action, suit, or proceeding, even though less than a quorum;
 - b. By a committee of directors designated by a majority vote of directors, even though less than a quorum; or
 - c. If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion.
- 2) With respect to a person who is an employee at the time of the determination, the determination shall be made:

- a. By the chair of the board of directors with the advice and recommendation of the counsel;
- b. In the event that either the chair or the counsel has a conflict, the executive director shall take the place of the conflicted party in making such indemnification determination; or
- c. If two of the three of the chair, executive director, and counsel have a conflict, then the members of the board of directors who do not have any conflict shall make any such determination regarding indemnification.

F. Expenses

Expenses incurred by any Indemnified Person pursuant to this policy in defending a civil claim, suit, action, or proceeding may be paid by the Authority in advance of the final disposition of such claim, suit, action, or proceeding as authorized by the board of directors upon receipt of an undertaking by or on behalf of such person to repay, such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Authority pursuant to this policy.

G. Repeal or Modification of Policy

Any repeal or modification of this policy by the board of directors of the Authority shall not conflict with or adversely affect any right or protection of a director, officer, or employee existing at the time of such repeal or modification.

4. HISTORY

Date of Last Action	Action Taken	Authorizing Entity
March 21, 2019	Indemnification Policy Adopted	Board of Directors

5. SIGNATURE, TITLE, AND DATE OF APPROVAL

Approved: _____
Board of Directors Chair