



# BOARD OF DIRECTORS MEETING AGENDA

## **REGULAR MEETING** **WEDNESDAY, JUNE 18, 2025** **2:30 P.M.**

**ARTS DISTRICT PARKING GARAGE    LARGE CONFERENCE ROOM**  
431 West Main Street, Suite B    Oklahoma City, OK, 73102

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### **DIRECTORS:**

City of Edmond	James Boggs, Treasurer
City of Edmond	VACANT
City of Norman	Marion Hutchison, Vice Chairperson
City of Norman	Chuck Thompson
City of Oklahoma City	Brad Henry, Chairperson
City of Oklahoma City	VACANT
City of Oklahoma City	Aaron Curry

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## Regional Transportation Authority of Central Oklahoma

### MEETING INFORMATION

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The Regional Transportation Authority of Central Oklahoma (RTA) typically meets once a month. The meetings are held on the third Wednesday of the month at the Arts District Parking Garage, Large Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, at 2:30 p.m. Notices of or changes to meeting dates and locations are posted prior to the meeting at [www.rtaok.org](http://www.rtaok.org), and filed with the Secretary of State.

It is the policy of RTA to ensure communication with participants and members of the public with disabilities is as effective as communications with others. Anyone with a disability who requires accommodation, modifications of policies or procedures or auxiliary aid or services to participate in this meeting should call (405) 297-2484 at least 48 hours in advance (excluding weekends or holidays). The department will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability. If you need an alternate format of the agenda or any information provided at this meeting, please call (405) 297-2484 at least 48 hours before the meeting.

#### Public Parking

Parking for meetings is available in the Arts District Parking Garage, 431 West Main Street, or at metered parking on the street.

#### Addressing RTA

The public may address RTA during public hearings on any agenda item or at the end of the meeting when the Board Chairperson asks for public comments. You may sign up to speak at the meeting. **Please limit your comments to three minutes.** Prior to the meeting, you may submit your comments by e-mail to: [info@rtaok.org](mailto:info@rtaok.org). Please address your e-mail to the RTA Board Chairperson.

The Chairperson or presiding officer may in his or her discretion prohibit a person from addressing the RTA, or have any person removed from the meeting, if that person commits any disorderly or disruptive behavior. Disorderly conduct includes, but is not limited to, any of the following: speaking without being recognized by the Chairperson or presiding officer; continuing to speak after notice that the speaker's allotted time has expired; presenting comments or material not relevant to the item under discussion; failing to comply with the lawful instructions of the Chairperson or presiding officer; engaging in other conduct, activity or speech that delays, pursuant to 21 O.S. §280, disruptive conduct includes any conduct that is "violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others". A person may also be subject to arrest and removal from the building for violation of Oklahoma City Municipal Code 2020, § 30-81 - Disorderly conduct and/or violation of Okla. Stat. tit. 21, §280- Willfully Disturbing, Interfering with or Disrupting State Business, Agency Operations or Employees



# BOARD OF DIRECTORS MEETING AGENDA

## **RTA Actions**

RTA may adopt, amend, approve, ratify, deny, defer, recommend, strike or continue any agenda item. RTA is not limited by staff recommendations as to the actions it may take. When more information is needed, RTA may refer matters to the Executive Director, General Counsel, committees, or independent consultants for additional information and study. Items may be stricken from the agenda, or no action may be taken.

To confirm meeting dates or for more information about the RTA, call (405) 297-2484; or visit the website at [www.rtaok.org](http://www.rtaok.org)

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**June 18, 2025**  
**2:30 p.m.**  
**431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK**  
**REGULAR MEETING**

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1. Call to Order – Brad Henry, RTA Board Chairperson
2. Roll Call – Brad Henry, RTA Board Chairperson
3. Consider Approval of Minutes
  - A. February 26, 2025 Regional Transportation Authority Meeting (check date)
4. Executive Director Reports – Jason Ferbrache, Interim Executive Director
5. Owner’s Representative Report – Kathryn Holmes, Holmes & Associates LLC
6. Receive Financial Reports and Ratify and Approve Claims
  - A. Period of February 1, 2025 through February 28, 2025
  - B. Period of March 1, 2025 through March 31, 2025
  - C. Period of April 1, 2025 through April 30, 2025
  - D. Period of May 1, 2025 through May 31, 2025
7. Fiscal Year 2026 Budget
  - A. Public Hearing; and
  - B. Consider a Resolution adopting the Fiscal Year 2026 Budget; and directing the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture.
8. Consider approving the Professional Services Agreement with AlphaVu a market research and data mining consultant, June 18, 2025 through June 30, 2026, estimated cost not to exceed \$150,400.
9. Consider approving Renewal No. 2 of the Professional Services Agreement with Cardinal Infrastructure, LLC to provide the Regional Transportation Authority of Central Oklahoma with federal advisory services, July 1, 2025 through June 30, 2026, amount not to exceed \$90,000.





Regional Transportation Authority  
of Central Oklahoma

## BOARD OF DIRECTORS MEETING AGENDA

10. Consider approving the Professional Services Agreement with AFFIRM a Branding and Marketing consultant (RTA 24-0001), July 1, 2025 through June 30, 2026, amount not to exceed \$325,000.
11. Consider an Agreement with the Central Oklahoma Transportation and Parking Authority. The purpose of this agreement is to establish the Regional Transportation Authority of Central Oklahoma as a subrecipient of the Central Oklahoma Transportation and Parking Authority for federal grant funds and require the Regional Transportation Authority of Central Oklahoma to have the necessary controls and procedures to meet federal requirements associated with the expenditure of federal grant funds, June 18, 2025 to June 30, 2030.
12. Central Oklahoma Long-Range Transit Plan Project Update - Presented by Kimley-Horn
13. Executive Session to discuss acquisition of Real Property
14. Public Comments – Brad Henry, RTA Board Chairperson
15. New Business – Brad Henry, RTA Board Chairperson  
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.

Discussion about Quorum

16. Adjournment





Regional Transportation Authority  
of Central Oklahoma

# BOARD OF DIRECTORS MEETING MINUTES

The amended special meeting of the Regional Transportation Authority (RTA) was convened at 2:36 p.m. on Wednesday, February 26, 2025, at 431 W. Main Street. This meeting was held as indicated by a special meeting notice filed with the Oklahoma County Clerk on February 24, 2025 at 12:57 p.m.

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## **RTA Board of Directors Present**

Brad Henry, Chairperson  
Marion Hutchison, Vice Chairperson  
Phil Fraim, Director  
James Boggs, Treasurer  
Aaron Curry, Director

## **Entity**

City of Oklahoma City  
City of Norman  
City of Edmond  
City of Edmond  
City of Oklahoma City

## **RTA Board of Directors Absent**

Secretary Vacant  
Chuck Thompson, Director

City of Oklahoma City  
City of Norman

## **Administrative Support Staff Present**

Jason Ferbrache, Interim Executive Director  
Christina Hankins, RTA Admin Support  
Jesse Rush, RTA Admin Support  
Suzanne Wickenkamp, RTA Admin Support  
Craig Butts, RTA Admin Support  
Craig Keith, Legal Counsel

## **Guests Present**

Ethan Mazzio, ACOG  
Stephanie Ellsworth, Kimley-Horn  
Tara Laughlin, AGH  
Judith Ntim, Jacobs  
Stuart Campbell, Jacobs  
Laura Davis, HNTB  
Chip Nolen, EMBARK

Hannah Nolen, ACOG  
Sasha McCrone, OKC  
Kyler Smith, ADG Blatt  
Krystal Harris, STV  
David Neuhauser, STV  
Bart Vleugels, ODOT

## **Consultants Present**

Kathryn Holmes, Holmes & Assoc.

**February 26, 2025**  
**2:30 p.m.**  
**431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK**  
**AMENDED SPECIAL MEETING**

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1. Call to Order – 2:36 p.m.

Chairperson Henry called the meeting to order at 2:36 p.m.

2. Roll Call – Brad Henry, RTA Board Chairperson

**QUORUM PRESENT: Boggs, Fraim, Hutchison, Henry, Curry ABSENT: Thompson and Mélon-Tully.**

3. Consider Approval of Minutes

A. January 15, 2025 Regional Transportation Authority Regular Meeting

**APPROVED: Moved by Boggs; seconded by Hutchison. AYES: Boggs, Fraim, Hutchison, Henry, Curry. NAYS: None.**

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

Interim Executive Director Ferbrache stated branding firm, AFFIRM, is working with several groups and they are close to wrapping up branding strategy. Once the brand is approved, there will be public education and marketing plan.

Interim Executive Director Ferbrache mentioned the continued partnership with ACOG in the region's Long-Range Transportation Plan efforts. Mr. Ferbrache stated that he and Ms. Holmes continue to meet with stakeholders and Kimley-Horn. On January 30<sup>th</sup>, they represented the RTA in a virtual town hall.

Interim Executive Director Ferbrache thanked Vice Chairperson Hutchison for attending some meetings with Jacobs Engineering to evaluate the potential development to the east of the BNSF tracks and long-term future for the RTA.

Interim Executive Director Ferbrache since last meeting, had two opportunities to meet with financial advisor. Continue to run several financial modeling scenarios.

5. Owner's Representative Report – Kathryn Holmes, Holmes & Associates LLC

Kathryn Holmes, Owners Representative, stated continuing significant work to prepare for next scheduled meeting with BNSF on March 10<sup>th</sup>. Jason Ferbrache and Kathryn Holmes will be traveling to Fort Worth, Texas. Ms. Holmes introduced consulting team members: DJ Mitchell, Jasmine Aura, Darkan Mussanof.

Kathryn Holmes, Owners Representative, mentioned obtaining several quotes for new recipient materials, and recommended the Board award the PSA to Jacobs Engineering. This is a necessary step for the RTA to move forward to be eligible for federal funds.

6. Receive Financial Reports and Ratify and Approve Claims

1. Period of January 1, 2025, through January 31, 2025

**RECEIVED, RATIFIED AND APPROVED: Moved by Boggs; seconded by Curry  
AYES: Boggs, Fraim, Hutchison, Henry, Curry NAYS: None.**

7. Receive Annual Financial Report for the Fiscal Year ended June 30, 2024 – Tara Laughlin, AGH

Tara Laughlin, AGH, gave a verbal overview of the RTA's financial position and the results of operations during the past fiscal year. The report indicates a very clean audit, standards are being met, management has been helpful and the recommendations that were made have already been addressed and confirmed by Interim Executive Director Ferbrache.

**RECEIVED: Moved by Hutchison; seconded by Fraim AYES: Boggs, Fraim, Hutchison, Henry, Curry NAYS: None.**

8. Long-Range Transportation Plan update – presented by Chip Nolan, Embark and Stephanie Ellsworth, Kimley Horn

Chip Nolan, EMBARK staff and Stephan Ellsworth, Kimley Horn, gave a PowerPoint presentation on the Long-Range Transportation Plan.

9. Consider approval of the Professional Services Agreement regarding FTA New Recipient Application entered into by and between Jacobs Engineering Group, Inc and authorize the Interim Executive Director to issue a Notice to Proceed

**APPROVED AND AUTHORIZED: Moved by Curry; seconded by Hutchison AYES: Boggs, Fraim, Curry, Hutchison, Henry NAYS: None.**

10. Receive and discuss the proposed Fiscal Year 2026 Budget – Presented by

Christina Hankins, RTA Admin Support

*Director Curry left early due to prior commitment during FY25 Budget proposal*

**RECEIVED: Moved by Boggs seconded by Fraim AYES: Boggs, Fraim, Hutchison, Henry NAYS: None.**

11. ~~Consider adopting a resolution authorizing travel for Interim Executive Director Ferbrache and Director James Boggs to travel to Washington, District of Columbia to present the property acquisition exception request to the Federal Transit Administration and to attend meeting with industry leaders; and authorize staff to coordinate and secure travel reservations using the Chase Bank Business Credit Card on behalf of the Board of Directors, estimated travel costs not to exceed \$4,000.~~ Chairperson Henry asked to strike from agenda and will ratify the item at next month's meeting.

12. Public Comments – Brad Henry, RTA Board Chairperson

None.

13. New Business – Brad Henry, RTA Board Chairperson

Director Boggs introduced the new liaison with City of Edmond and Dr. David Chapman who is anticipated to be appointed to The City of Edmond City Council.

Chairperson Henry mentioned the retirement of Director Mary Mélon-Tully and that she did want to speak to the Board, but she was unable to attend. We will invite her back another time. Chairperson Henry has spoken with Governor Holt to fill her position. He also mentioned a successful meeting with the design company who will be building the new Thunder arena prior to board meeting.

14. Adjournment at 3:34pm

**ADJOURNED: Moved by Hutchison seconded by Fraim. AYES: Boggs, Fraim, Hutchison, Henry NAYS: None.**

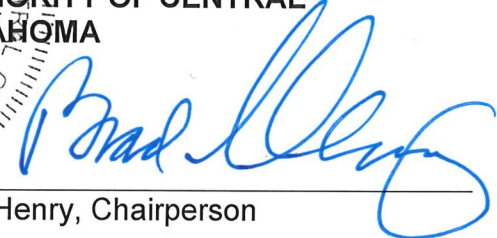
**APPROVED** by the Directors and **SIGNED** by the Chairperson of the Regional  
Transportation Authority of Central Oklahoma, this 18th day of June  
2025.

**ATTEST:**

  
\_\_\_\_\_  
Secretary



**REGIONAL TRANSPORTATION  
AUTHORITY OF CENTRAL  
OKLAHOMA**

  
\_\_\_\_\_  
Brad Henry, Chairperson






# Regional Transportation Authority of Central Oklahoma Payment Claims

Period: 2/01/25 to 2/28/25

Date	Vendor	Description	Invoice No.	Cost	Total
3/3/2025	Holmes & Associates LLC	Consultant Fees - Labor	325	\$ 42,025.00	
		Cost Reimbursement RTA	325	\$ 1,571.15	
		Sub-Consultant Fees	325	\$ 3,705.68	
					\$ 47,301.83
2/6/2025	*Southwest Airlines	Flight for Director Boggs - DC Meeting	Pcard	\$ 385.96	
		Flight for Jason Ferbrache - DC Meeting	Pcard	\$ 385.96	
					\$ 771.92
3/6/2025	BNSF	Engineering Design for Rail Service	90282040	\$ 1,828.63	
					\$ 1,828.63
3/1/2024	COTPA	Admin Services Fee	25-109	\$ 10,070.00	
		Printing	25-109	\$ 36.00	
		COTPA Reimbursement	25-109	\$ 177.95	
					\$ 10,283.95
Total Claims					\$ 60,186.33

APPROVED:

  
Marion Hutchison

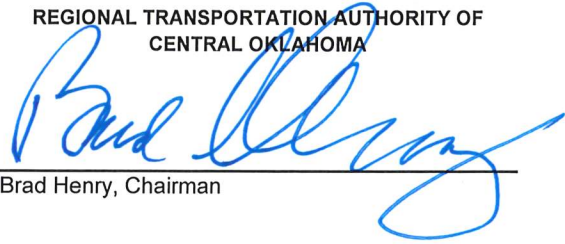
6/18/25  
Date

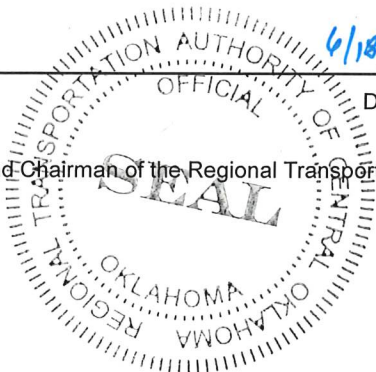
RATIFIED and APPROVED by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this 18th day of June, 2025.

ATTEST:

  
Secretary

REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA

  
Brad Henry, Chairman





# HOLMES & ASSOCIATES LLC

Holmes & Associates LLC  
910 S Donner Way #304  
Salt Lake City, UT 84108  
Phone: 703.999.4440  
E-Mail: kathryn@holmesassociatesllc.com

## Invoice #0325

March 3, 2025

EIN: 82-1144150  
Supplier ID: 231866  
P.O. 2021-003

### Client

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

Date	Bill	Description	Hours/Qty	Rate	Amount
3/03/2025	KAH	RTA - TIME: Total time billed by K Holmes for the period 2/01/2025 to 2/28/2025	94.50.0	410.00	\$38,745.00
3/3/2025	KAH	RTA - TRAVEL TIME: Total time billed by KAH	16.0	205.00	\$3,280.00
3/03/2025	KAH	RTA - COSTS: Total costs and expenses			\$1,571.15
3/03/2025	DJ	DJ Mitchell Consultancy Fee	4.75.0	350.00	\$1,662.50
3/03/2025	DM YA	DB Consultancy Fee			\$2,043.18

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

**Invoice Balance Due** \$47,301.83



INVOICE

CUSTOMER NUMBER : 1011660  
INVOICE NUMBER : 90282040  
AMOUNT : \$1,828.63  
DATE : 03/06/2025

MAKE CHECKS PAYABLE TO:  
BNSF RAILWAY COMPANY  
3115 SOLUTIONS CENTER  
CHICAGO, ILLINOIS 60677-3001

REGIONAL TRANSPORTATION  
AUTHORITY OF  
CENTRAL OKLAHOMA  
2000 S MAY AVE  
OKLAHOMA CITY OK 73108  
USA

FOR FURTHER INFORMATION:  
EVA GALLEGOS

EVA.GALLEGOS@BNSF.COM

BNSF TIN NO.41-6034000

CONTRACT NO: SA7002424

TO PAY BY WIRE/ACH:  
BANK: NORTHERN TRUST-CHICAGO IL  
SWIFT # CNORUS 44  
BANK ABA # 071000152  
BNSF ACCOUNT # 31099171

***If paying by wire/ACH, please send the remit detail to cashapps@bnsf.com***

**\*\* PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT \*\***

PRELIMINARY ENGINEERING DESIGN FOR THE OKLAHOMA RTA TO EXPAND RAIL SERVICE FROM EDMOND TO NORMAN, OK.  
L/S 7400, MP 370 TO 402, DOT # 012120A

100% BILLABLE TO REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

WBS 7-0024-24

PARTIAL #11

Total Costs:	\$1,828.63
Billable Pct :	100.00 %
Invoice Total :	\$1,828.63

This bill represents only charges posted to the identified WBS as of the last day of the month preceding the invoice date. Unless otherwise explicitly stated, further billings may be issued, should additional costs be identified for this WBS or other WBS' related to work at this location.



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**

**Invoice #: 2025-109**

Address: 2000 S May Avenue  
Oklahoma City, OK 73108

Invoice Date: 3/3/25


**Invoice For:** Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - February 2025	1	\$10,070.00		\$10,070.00
2	Printing (Job 99483)	1	\$36.00		\$36.00
3	COTPA Reimbursement	1	\$177.95		\$177.95
<b>NOTES: RTA PO # 2025-003</b>				Invoice Subtotal	<b>\$10,283.95</b>
				Tax Rate	
				Sales Tax	<b>\$0.00</b>
				Other	
				Deposit Received	
Make all checks payable to EMBARK				<b>TOTAL</b>	<b>\$10,283.95</b>

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

Period: 3/01/2025 to 3/31/2025						
Date	Vendor	Description	Invoice No.	Cost	Total	
5/31/2024	Holmes & Associates LLC	Consultant Fees - Labor	425	\$ 44,280.00		
		Cost Reimbursement RTA	425	\$ 504.67		
		Sub-Consultant Fees	425	\$ 22,932.39		
					\$	67,717.06
3/5/2025	*Southwest Airlines	Flight For Jason Ferbrache - DC Meeting	Pcard	\$ 631.00		
					\$	631.00
3/5/2025	*Hilton - Washington DC	Hotel for Jason Ferbrache	Pcard	\$ 1,338.57		
		Hotel for Director Boggs	Pcard	\$ 1,338.57		
					\$	2,677.14
3/31/2025	Cardinal Infrastructure, LLC	Professional Services - February 2025	3188	\$ 5,157.50		
					\$	5,157.50
12/31/2024	Affirm	Strategic Marketing, Planning & Management - December 2024	INV-4010	\$ 3,948.75		
	Affirm	Strategic Marketing, Planning & Management - February 2025	INV-4103	\$ 10,260.00		
					\$	14,208.75
4/1/2025	COTPA	Admin Services Fee	25-110	\$ 10,070.00		
					\$	10,070.00
<b>Total Claims</b>					\$	<b>100,461.45</b>

APPROVED:

  
Marion Hutchison

6/18/25  
Date

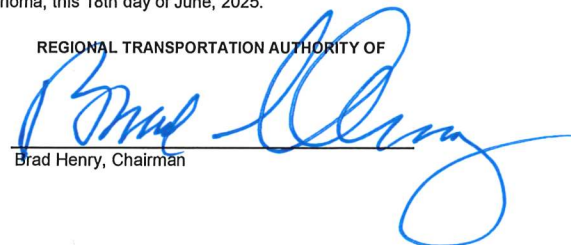
RATIFIED and APPROVED by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this 18th day of June, 2025.

ATTEST:

  
Secretary



REGIONAL TRANSPORTATION AUTHORITY OF

  
Brad Henry, Chairman





# HOLMES & ASSOCIATES LLC

Holmes & Associates LLC  
910 S Donner Way #304  
Salt Lake City, UT 84108  
Phone: 703.999.4440  
E-Mail: [kathryn@holmesassociatesllc.com](mailto:kathryn@holmesassociatesllc.com)

EIN: 82-1144150  
Supplier ID: 231866  
P.O. 2021-003

## Revised Invoice #0425

April 1, 2025

### Client

RTA  
2000 S May  
Oklahoma City, OK 73108  
ATTN: James P. Boggs  
[boggsedmondrt@cox.net](mailto:boggsedmondrt@cox.net)  
ATTN: Suzanne Wickenkamp  
[Suzanne.wickenkamp@okc.gov](mailto:Suzanne.wickenkamp@okc.gov)  
ATTN: Christina Hankins  
[Christina.hankins@okc.gov](mailto:Christina.hankins@okc.gov)

Date	Bill	Description	Hours/Qty <sup>1</sup>	Rate	Amount
4/01/2025	KAH	RTA- TIME: Total time billed by K Holmes for the period 3/01/2025 to 3/31/2025	110.0	410.00	\$42,435.00
4/1/2025	KAH	RTA - TRAVEL TIME: Total time billed by KAH	9.0	205.00	\$1,845.00
4/01/2025	KAH	RTA-COSTS: Total costs and expenses			\$504.67
4/01/2025	DJ	DJ Mitchell Consultancy Fee DJ Mitchel Costs	5.75.0	350.00	\$2,012.50 \$184.68
4/01/2025	DM YA	DB Consultancy Fee			\$20,735.21

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

**Invoice Balance Due**

\$67,717.06



600 Massachusetts Avenue, NW  
Suite 250  
Washington, DC 20001  
202-240-2857

## INVOICE

INVOICE #3188  
PO 2025-005  
DATE: MARCH 31, 2025

**TO:**

Regional Transportation Authority of Central Oklahoma  
2000 South May  
Oklahoma City, Oklahoma 73108

DESCRIPTION	HOURS	RATE	AMOUNT
Professional Services (February 1-28, 2025)			
Sherry Little	2.30	\$550.00	\$1,265.00
Auke Mahar-Piersma	15.0	\$122.00*	\$1,830.00
Jamie Harrell	3.75	\$550.00	\$2,602.50
<b>Total</b>	<b>21.05</b>		<b>\$5,157.50</b>
<b>Total</b>			
*Auke's February hourly rate was adjusted to 2/9 of \$550 per hour for the CIG Fly In, which is based on 2/9th of the participants.			
Monthly report attached.			

Please make all checks payable to Cardinal Infrastructure LLC.

**Thank you for your business!**





262.650.9900  
affirmagency.com

N28W23050 Roundy Drive  
Suite 100  
Pewaukee, WI 53072

**RTA of Central Oklahoma**  
**Kathryn Holmes**  
**2000 S. May Ave.**  
**Oklahoma City, OK 73108**

**Invoice #**      **INV-4010**  
**Invoice Date**    **12/31/2024**

**12/1/2024 - 12/31/2024**

<b>Danny Mager</b>	<b>\$877.50</b>
-Branding and Marketing Services 6.5 hrs x \$135 / hr	
<b>Meghan Walters</b>	<b>\$1,856.25</b>
-Branding and Marketing Services 13.75 hrs x \$135 / hr	
<b>Amy Opad</b>	<b>\$135.00</b>
-Branding and Marketing Services 1 hr x \$135 / hr	
<b>Ryan Quade</b>	<b>\$1,080.00</b>
-Branding & Marketing Services 8 hrs x \$135 / hr	

<b>Invoice Total</b>	<b>\$3,948.75</b>
<b>Amount Due</b>	<b>\$3,948.75</b>

Make checks payable to AFFIRM Agency  
Due upon receipt



262.650.9900  
affirmagency.com

N28W23050 Roundy Drive  
Suite 100  
Pewaukee, WI 53072

**RTA of Central Oklahoma**  
**Kathryn Holmes**  
**2000 S. May Ave.**  
**Oklahoma City, OK 73108**

**Invoice #**      **INV-4103**  
**Invoice Date**    **2/28/2025**

<b>Danny Mager - Principal</b>	<b>\$1,248.75</b>
-Branding and Marketing Services 9.25 hrs x \$135 / hr	
<b>Amy Opad - Sr. Account Executive</b>	<b>\$101.25</b>
-Branding and Marketing Services .75 x \$135 / hr	
<b>Meghan Walters - Account Executive</b>	<b>\$2,328.75</b>
-Branding and Marketing Services 17.25 hrs x \$135 / hr	
<b>Ryan Quade - Creative Director</b>	<b>\$1,822.50</b>
-Branding and Marketing Services 13.5 hrs x \$135	
<b>Lynnea Markovich - Art Director</b>	<b>\$2,092.50</b>
-Branding & Marketing Services 15.5 hrs x \$135 / hr	
<b>Morgan Sumter - Graphic Designer</b>	<b>\$2,565.00</b>
-Branding and Marketing Services 19.0 hrs x \$135 / hr	
<b>Christina Galke - Media Director</b>	<b>\$101.25</b>
-Branding and Marketing Services .75 hrs x \$135 / hr	

<b>Invoice Total</b>	<b>\$10,260.00</b>
<b>Amount Due</b>	<b>\$10,260.00</b>

Make checks payable to AFFIRM Agency  
Due upon receipt



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**

**Invoice #: 2025-110**

Address: 2000 S May Avenue  
Oklahoma City, OK 73108

Invoice Date: 4/1/25

**Invoice For:** Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - March 2025	1	\$10,070.00		\$10,070.00
<b>NOTES: RTA PO # 2025-003</b>				Invoice Subtotal	<b>\$10,070.00</b>
				Tax Rate	
				Sales Tax	<b>\$0.00</b>
				Other	
				Deposit Received	
Make all checks payable to EMBARK				<b>TOTAL</b>	<b>\$10,070.00</b>

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

**Period: 4/01/2025 to 4/30/2025**

Date	Vendor	Description	Invoice No.	Cost	Total
5/1/2025	Holmes & Associates LLC	Consultant Fees - Labor	525a	\$ 51,250.00	
		Cost Reimbursement RTA	525a	\$ 1,235.41	
		Sub-Consultant Fees	525a	\$ 12,178.51	
					\$ 64,663.92
4/11/2025	Jacobs Engineering Group, Inc	On-Call Engineering Services -Task Order No. 6			
		Professional Services	WFXS1106-04	\$ 415.00	
					\$ 415.00
5/14/2025	Insurica	D&O Insurance		\$ 3,790.00	
					\$ 3,790.00
5/16/2025	HNTB Corporation	On-Call Engineering Services -Task Order No. 1			
		Professional Services	01-85848-PL-001	\$ 2,937.00	
					\$ 2,937.00
2/12/2025	*Allen, Gibbs & Houlik, LC	2024 Audit Work	967258	\$ 4,700.00	
					\$ 4,700.00
2/10/2025	Cardinal Infrastructure	Professional Services - January 2025	3143	\$ 1,980.00	
		Professional Services - March 2025	3224	\$ 8,321.50	
					\$ 10,301.50
5/1/2025	Jason Ferbrache	Travel Reimbursement - RTA/BNSF Meeting 3/9-3/10		\$ 77.79	
		Travel Reimbursement - Washington DC Trip 3/4-3/6		\$ 116.39	
					\$ 194.18
3/31/2025	Affirm	Strategic Marketing, Planning & Management	INV-4134	\$ 16,503.75	
					\$ 16,503.75
5/1/2025	COTPA	Admin Services Fee	25-111	\$ 10,070.00	
					\$ 10,070.00
<b>Total Claims</b>					<b>\$ 113,575.35</b>

APPROVED:



James P. Boggs

*Boggs*



Date

RATIFIED and APPROVED by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this 18th day of June, 2025.

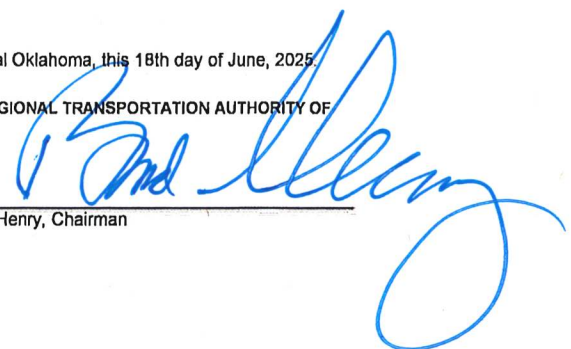
ATTEST:



Secretary

REGIONAL TRANSPORTATION AUTHORITY OF

Brad Henry, Chairman



# HOLMES & ASSOCIATES LLC

Holmes & Associates LLC  
910 S Donner Way #304  
Salt Lake City, UT 84108  
Phone: 703.999.4440  
E-Mail: [kathryn@holmesassociatesllc.com](mailto:kathryn@holmesassociatesllc.com)

EIN: 82-1144150  
Supplier ID: 231866  
P.O. 2021-003

## Invoice #0525a

May 1, 2025

### Client

RTA  
2000 S May  
Oklahoma City, OK 73108  
ATTN: Suzanne Wickenkamp  
[Suzanne.wickenkamp@okc.gov](mailto:Suzanne.wickenkamp@okc.gov)  
ATTN: Christina Hankins  
[Christina.Hankins@okc.gov](mailto:Christina.Hankins@okc.gov)

Date	1	Biller	Description	Hours/Qty <sup>1</sup>	Rate	Amount
5/01/2025		KAH	RTA- TIME: Total time billed by K Holmes for the period 4/01/2025 to 4/30/2025	117.0	410.00	\$47,970.00
5/1/2025		KAH	RTA - TRAVEL TIME: Total time billed by KAH	16.0	205.00	\$3,280.00
5/01/2025		KAH	RTA-COSTS: Total costs and expenses			\$1,235.41
5/01/2025		DJ	DJ Mitchell Consultancy Fee	10.25	350.00	\$3,587.50
5/01/2025		DM YA	DB Consultancy Fee			\$8,591.01

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

**Invoice Balance Due**

\$64,663.92



INVOICE NUMBER: WFXS1105-04

INVOICE DATE: 02/12/25

Bill To:  
Regional Transportation Authority of Central Oklahoma  
2000 S MAY AVENUE  
OKLAHOMA CITY, OK 73108

Remit to:  
JACOBS ENGINEERING GROUP, INC  
C/O BANK OF AMERICA  
800 MARKET STREET, LOCKBOX 18713  
ST. LOUIS, MO 63150

Attention: Christina Hankins

Project Number: WFXS1105  
PO Number: 2025-017  
Project Description: Task Order No. 5  
Project Manager: YOUNG, SCOTT  
Terms: NET 30  
Due Date: 03/14/25

Billing Period From: 10/26/24  
To: 02/07/25

Description:			Scheduled Value	Percent Complete		Amount Billable		Previous Billed		Current Amount Due
RTA 2023-001 On-Call Engineering Consulting Services – Task Order No. 5										
Contracts and Services	TM	\$	16,770.00	100.00%	\$	16,770.00	\$	16,355.00	\$	415.00
Grand Total		\$	16,770.00	100.00%	\$	16,770.00	\$	16,355.00	\$	415.00

TOTAL AMOUNT DUE THIS INVOICE \$ 415.00

I have reviewed and approved all expenditures associated with this project. All Charges are valid charges to this project.

Status:  
• Final technical memo submitted 2/5/2025

Please reference invoice # with all payments  
Remit To: Jacobs Engineering Group c/o Bank of America 800 Market St. Lockbox 18713 St. Louis, MO 63150-8713  
ACH/ Wire Payments: Jacobs Engineering Group c/o Bank of America ABA # 111000012 Acct # 3750916030



## Invoice for Regional Transportation Authority Of Central Oklahoma

Invoice No. IASMI3TRJC

Due on May 17th, 2025

### ISSUED BY

**INSURICA, Inc.**

PO Box 675004, Dallas, TX 75267

(405) 310-1583

### BILL TO

**Regional Transportation Authority Of Central Oklahoma**

2000 S May Ave, Oklahoma City OK 73108

craig.butts@okc.gov

(405) 297-3307

### ITEMS

**Directors & Officers - [G71527128 007] (Bailey Special Risks Inc)**

May 17th, 2025 - May 17th, 2026

Premium

\$3,790.00

## Payment options

### FINANCED

Available until September 4th, 2025

Transaction fees not included.

Total	\$3,980.60
Downpayment	\$758.00
APR	13.49% (\$190.60)
Loan duration	10 installments • \$322.26/ea starting June 17th, 2025

Transaction fees (non-refundable):

Card: \$26.83

ACH: \$0.00

### PAY IN FULL

Transaction fees not included.

Total	\$3,790.00
-------	------------

Transaction fees (non-refundable):

Card: \$132.95

ACH: \$5.00

Make payment

If you have any questions regarding your payments, please contact your agent, Armand Chance at [armand.chance@insurica.com](mailto:armand.chance@insurica.com) or (405) 310-1583



**HNTB Corporation**  
The HNTB Companies  
Infrastructure Solutions

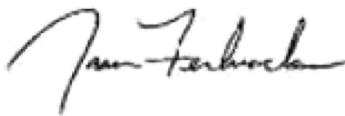
Bryan Lambkin  
715 Kirk Drive  
Kansas City, MO 64105

Telephone (816) 472-1201  
Facsimile (816) 472-4060  
www.hntb.com



RTA PROJECT NO.:	2025-021	DATES OF SERVICE:	3/24/2025
PROJECT DESCRIPTION:		Through	4/25/2025
RTA Board Education		INVOICE DATE:	5/16/2025
		INVOICE NUMBER:	01-85848-PL-001

LUMP SUM Contract Component	Contract/Task Order Amount	Total Billed	Previously Billed	Total Percentage	Current Billed	Resulting Contract Balance
RTA Board Education	\$5,874.00	\$2,937.00	\$0.00	50.00%	\$2,937.00	\$2,937.00
TOTALS:	\$5,874.00	\$2,937.00	\$0.00	50.00%	\$2,937.00	\$2,937.00

 5/19/2025



CPAs & ADVISORS

Allen, Gibbs & Houlik, LC  
301 N. Main, Suite 1700  
Wichita, KS 67202-4868

PHONE: 316.267.7231  
FAX: 316.267.0339

Christina Hankins  
Regional Transportation Authority  
2000 S May Ave  
Oklahoma City, OK 73108-4446

**Invoice No.** 967258  
**Date** 02/12/2025

**Client No.** 75520

Final Bill for RTA 2024 audit completed in January 2024 per contract  
dated September 16, 2020/amended 10/20/2021

\$ 9,700.00

Previously Billed (5,000.00)

Invoice Total \$ 4,700.00

---

**Regional Transportation Authority, we appreciate your business!**

**Make all checks payable to Allen, Gibbs & Houlik, L.C.**

**If you would like to pay by ACH please contact us for further instructions**

**To make a payment online please go to [www.aghlc.com](http://www.aghlc.com) and click on **Make a payment****

**RETURN ONE COPY WITH PAYMENT  
PAYMENT DUE UPON RECEIPT**



600 Massachusetts Avenue, NW  
Suite 250  
Washington, DC 20001  
202-240-2857

## INVOICE

INVOICE #3143  
PO 2025-005  
DATE: FEBRUARY 10, 2025

**TO:**

Regional Transportation Authority of Central Oklahoma  
2000 South May  
Oklahoma City, Oklahoma 73108

DESCRIPTION	HOURS	RATE	AMOUNT
Professional Services (January 1 to 31, 2025)			
Sherry Little	2.1	\$550.00	\$1,155.00
Auke Mahar-Piersma	1.5	\$550.00	\$825.00
Jamie Harrell	0.00	\$550.00	\$0.00
<b>Total</b>	<b>3.6</b>		<b>\$1,980.00</b>
<b>Total</b>			
Monthly report attached.			

Please make all checks payable to Cardinal Infrastructure LLC.

**Thank you for your business!**



600 Massachusetts Avenue, NW  
Suite 250  
Washington, DC 20001  
202-240-2857

## INVOICE

INVOICE #3224  
PO 2025-005  
DATE: APRIL 14, 2025

**TO:**

Regional Transportation Authority of Central Oklahoma  
2000 South May  
Oklahoma City, Oklahoma 73108

DESCRIPTION	HOURS	RATE	AMOUNT
Professional Services (March 1-31, 2025)			
Sherry Little	1.00	\$550.00	\$550.00
Auke Mahar-Piersma	9.25	\$550.00	\$5,087.50
Auke Mahar-Piersma—CIG hours billed at 2/9 rate	22.00	\$122.00	\$2,684.00
<b>Total</b>	<b>32.25</b>		<b>\$8,321.50</b>
<b>Total</b>			
Monthly report attached.			

Please make all checks payable to Cardinal Infrastructure LLC.

**Thank you for your business!**



262.650.9900  
affirmagency.com

N28W23050 Roundy Drive  
Suite 100  
Pewaukee, WI 53072

**RTA of Central Oklahoma**  
**Kathryn Holmes**  
**2000 S. May Ave.**  
**Oklahoma City, OK 73108**

**Invoice #**      **INV-4134**  
**Invoice Date**    **3/31/2025**

<b>Danny Mager - Principal</b>	<b>\$843.75</b>
6.25 hrs x \$135 / hr	
<b>Meghan Walters - Account Executive</b>	<b>\$2,463.75</b>
18.25 hrs x \$135 / hr	
<b>Ryan Quade - Creative Director</b>	<b>\$5,940.00</b>
44.0 hrs x \$135 / hr	
<b>Morgan Sumter - Graphic Designer</b>	<b>\$4,050.00</b>
30 hrs x \$135 / hr	
<b>Lynnea Markovich - Art Director</b>	<b>\$3,206.25</b>
23.75 hrs x \$135 / hr	
<b>Invoice Total</b>	<b>\$16,503.75</b>
<b>Amount Due</b>	<b>\$16,503.75</b>

Make checks payable to AFFIRM Agency  
Due upon receipt



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**

**Invoice #: 2025-111**

Address: 2000 S May Avenue  
Oklahoma City, OK 73108

Invoice Date: 5/1/25

**Invoice For:** Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - April 2025	1	\$10,070.00		\$10,070.00
<b>NOTES: RTA PO # 2025-003</b>				Invoice Subtotal	<b>\$10,070.00</b>
				Tax Rate	
				Sales Tax	<b>\$0.00</b>
				Other	
				Deposit Received	
Make all checks payable to EMBARK				<b>TOTAL</b>	<b>\$10,070.00</b>

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

Period: 5/01/2025 to 5/31/2025					
Date	Vendor	Description	Invoice No.	Cost	Total
6/2/2025	Holmes & Associates LLC	Consultant Fees - Labor	625a	\$ 49,200.00	
		Sub-Consultant Fees	625a	<u>\$ 19,950.00</u>	\$ 69,150.00
5/12/2025	Cardinal Infrastructure	Professional Services - April 2025	3243	<u>\$ 4,400.00</u>	\$ 4,400.00
4/30/2025	Affirm	Strategic Marketing, Planning & Management	4172	<u>\$ 15,153.75</u>	\$ 15,153.75
6/1/2025	COTPA	Admin Services Fee	25-112	<u>\$ 10,072.00</u>	\$ 10,072.00
Total Claims					\$ 98,775.75

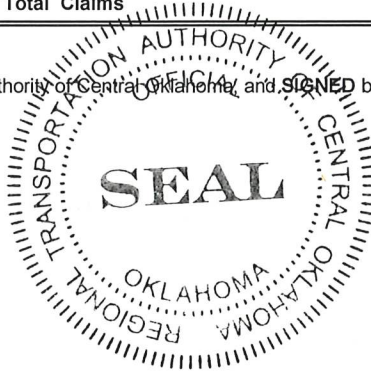
APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Treasurer and Chairman on this 18th day of June 2025.

TREASURER:

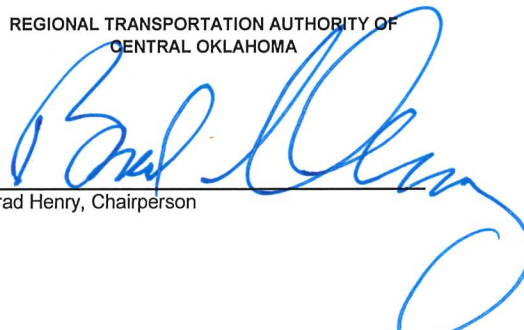
  
\_\_\_\_\_  
Treasurer

ATTEST:

  
\_\_\_\_\_  
Secretary



REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA

  
\_\_\_\_\_  
Brad Henry, Chairperson



# HOLMES & ASSOCIATES LLC

Holmes & Associates LLC  
910 S Donner Way #304  
Salt Lake City, UT 84108  
Phone: 703.999.4440  
E-Mail: kathryn@holmesassociatesllc.com

## Invoice #625a

June 3, 2025

EIN: 82-1144150  
Supplier ID: 231866  
P.O # 2021-003

### Client

RTA  
2000 S. May  
Oklahoma City, OK 73108  
ATTN: Suzanne Wickenkamp  
suzanne.wickenkamp@okc.gov  
ATTN : Christina Hankins  
christina.hankins@okc.gov

Date	Billor	Description	Hours/Qty	Rate	Amount
6/01/2025	KAH	RTA - TIME: Time billed by K Holmes for the period 5/01/2025 to 5/31/2025	120.00	410.00	\$49,200.00
6/01/2025	GRA	Gary Anglemeyer Invoice No. 25-07-1	70.00	285.00	\$19,950.00

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

**Invoice Balance Due**

**\$69,150.00**





600 Massachusetts Avenue, NW  
Suite 250  
Washington, DC 20001  
202-240-2857

## INVOICE

INVOICE #3243  
PO 2025-005  
DATE: MAY 12, 2025

**TO:**

Regional Transportation Authority of Central Oklahoma  
2000 South May  
Oklahoma City, Oklahoma 73108

DESCRIPTION	HOURS	RATE	AMOUNT
Professional Services (April 1-30, 2025)			
Sherry Little	0.50	\$550.00	\$275.00
Auke Mahar-Piersma	3.25	\$550.00	\$1,787.50
Jamie Harrell	4.25	\$550.00	\$2,337.50
<b>Total</b>	<b>8.00</b>		<b>\$4,400.00</b>
Monthly report attached.			

Please make all checks payable to Cardinal Infrastructure LLC.

**Thank you for your business!**



262.650.9900  
affirmagency.com

N28W23050 Roundy Drive  
Suite 100  
Pewaukee, WI 53072

**RTA of Central Oklahoma**  
**Kathryn Holmes**  
**2000S. May Ave.**  
**Oklahoma City, OK 73108**

**Invoice #**      **INV-4172**  
**Invoice Date**   **4/30/2025**

Danny Mager - Principal 14.5 hrs x \$135 / hr	\$1,957.50
Meghan Walters - Account Executive 28 hrs x \$135 / hr	\$3,780.00
Ryan Quade - Creative Director 14.25 hrs x \$135 / hr	\$1,923.75
Morgan Sumter - Graphic Designer 2.5 hrs x \$135 / hr	\$337.50
Lynnea Markovich - Art Director 10 hrs x \$135 / hr	\$1,350.00
Christina Galke - Media Director 8 hrs x \$135 / hr	\$1,080.00
Katie Kadlec - Associate Media Director 29.75 hrs x \$135 / hr	\$4,016.25
Matt Froehlich - Social Media Strategist 2 hrs x \$135 / hr	\$270.00
Amy Opad - Director of Account Services 2.5 hrs x \$135 / hr	\$337.50
Shannon Zimmerman - Traffic Manager .75 hr x \$135	\$101.25

Invoice Total	\$15,153.75
Amount Due	\$15,153.75

Make checks payable to AFFIRM Agency  
Due upon receipt



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

Invoice #: 2025-112

Address: 2000 S May Avenue  
Oklahoma City, OK 73108

Invoice Date: 6/1/25

Invoice For: Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - May 2025	1	\$10,072.00		\$10,072.00
NOTES: RTA PO # 2025-003					
Invoice Subtotal					\$10,072.00
Tax Rate					
Sales Tax					\$0.00
Other					
Deposit Received					
Make all checks payable to EMBARK					
TOTAL					\$10,072.00

Regional Transportation Authority of Central Oklahoma  
FY2025 Year End Forecast

Presented June 18, 2025  
Prepared by RTA Support Team (unaudited)

OPERATIONS

<i>Sources</i>	YTD Actuals	Est. Remaining	Total YE	FY25		
	Jul-May	Jun	Forecast	Budget	Variance	Variance %
Local Contributions	\$1,517,536	\$0	\$1,517,536	\$1,517,536	\$0	
Miscellaneous	\$71,561	\$0	\$71,561	\$0	\$71,561	
Total Operations Revenues	\$1,589,097	\$0	\$1,589,097	\$1,517,536	\$71,561	5%

Expenditures

	YTD Actuals	Est. Remaining	Total YE	FY25		
	Jul-May	Jun	Forecast	Budget	Variance	Variance %
Contracts and Services						
Professional Services - COTPA Administration	\$110,770	\$10,072	\$120,842	\$120,842	\$0	
Professional Services - Holmes & Associates	\$533,311	\$69,150	\$602,461	\$700,000	\$97,539	
Professional Services - Kimley Horn <sup>(1)</sup>	\$68,161	\$0	\$68,161	\$234,862	\$166,701	
Professional Services - On-Call Engineering Consultant	\$71,702	\$0	\$71,702	\$100,000	\$28,298	
Transfer to Grant Activity for Local Grant Match <sup>(2)</sup>	\$49,526	\$0	\$49,526	\$134,854	\$85,328	
BNSF Study Fee	\$46,682	\$0	\$46,682	\$100,000	\$53,318	
Professional Services-Legal	\$0	\$0	\$0	\$50,000	\$50,000	
Professional Service - Financial Planning Consultant	\$975	\$0	\$975	\$100,000	\$99,025	
Professional Service - Economic Advising Consultant	\$13,636	\$0	\$13,636	\$10,000	-\$3,636	
Independent Financial Audit	\$9,700	\$0	\$9,700	\$9,700	\$0	
Website Hosting Fee	\$0	\$0	\$0	\$2,500	\$2,500	
Branding	\$68,715	\$15,154	\$83,869	\$250,000	\$166,131	
Conference/Training	\$0	\$0	\$0	\$7,850	\$7,850	
Directors & Officer Liability Insurance	\$3,790	\$0	\$3,790	\$3,500	-\$290	
Advertising/Public Notice	\$172	\$0	\$172	\$1,000	\$828	
Printing & Binding	\$199	\$0	\$199	\$500	\$301	
Postage	\$0	\$0	\$0	\$100	\$100	
Mileage	\$0	\$0	\$0	\$500	\$500	
Parking	\$66	\$0	\$66	\$250	\$184	
Travel	\$4,452	\$0	\$4,452	\$20,000	\$15,548	
Market Research Services	\$59,583	\$0	\$59,583	\$111,000	\$51,417	
CIG Implementation Advisor	\$38,466	\$4,400	\$42,866	\$90,000	\$47,134	
Other Services & Fees	\$1,080	\$0	\$1,080	\$300	-\$780	
Total Contracts and Services	\$1,080,987	\$98,776	\$1,179,763	\$2,047,758	\$867,995	42%
Equipment and Supplies						
Office Supplies	\$0	\$0	\$0	\$320	\$320	
Food	\$8	\$0	\$8	\$1,000	\$992	
Other Supplies	\$0	\$0	\$0	\$200	\$200	
Total Equipment and Supplies	\$8	\$0	\$8	\$1,520	\$1,512	99%
Total Operations Expenditures	\$1,080,995	\$98,776	\$1,179,771	\$2,049,278	\$869,507	42%

(1) This reflects estimated expenses from two invoices carried over from FY24  
(2) This is the 38% local match required for the RAISE grant based on estimated consultant cost.

GRANT ACTIVITY

<i>Sources</i>	YTD Actuals	Est. Remaining	Total YE	FY25		
	Jul-May	Jun	Forecast	Budget	Variance	Variance %
Federal Grant <sup>(3)</sup>	\$79,241	\$0	\$79,241	\$215,768	\$136,527	
Transfer from Operations for Local Grant Match <sup>(4)</sup>	\$49,526	\$0	\$49,526	\$134,854	\$85,328	
Total Grant Revenues	\$128,767	\$0	\$128,767	\$350,622	\$221,856	63%

Expenditures

	YTD Actuals	Est. Remaining	Total YE	FY25		
	Jul-May	Jun	Forecast	Budget	Variance	Variance %
Contracts and Services						
Professional Services - RAISE Grant Consultant Fees	\$128,767	\$0	\$128,767	\$350,622	\$221,856	
Total Grant Expenditures	\$128,767	\$0	\$128,767	\$350,622	\$221,856	63%

(3) This revenue is reimbursement from COTPA for 62% of consultant fees for the RAISE grant study.  
(4) This revenue is the 38% RTA local match for RAISE grant consultant fees.

FY25 Beginning Cash Balance	\$1,433,063
FY25 Ending Cash Balance (Forecast)	\$1,842,389



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

A. Public Hearing; and

B. Resolution adopting the Fiscal Year 2026 budget and directing the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture.

**Background** The Fiscal Year 2026 Budget (Attachment “A”) for the Regional Transportation Authority of Central Oklahoma (RTA) is being presented for public hearing, discussion by the Board of Directors, and final adoption. The budget covers general operations and administrative expenses, including such items as liability insurance, contracted professional services, financial audit, website maintenance, etc.

The Fiscal Year 2026 operating budget is \$1,885,945, a 8% percent decrease from the Fiscal Year 2025 (FY25) budget, and the grant budget is \$459,394, a 31% increase from the FY25 budget. The decreased costs in operations are related to reductions in various service contracts, specifically Kimley-Horn’s contract for preparing the RTA’s high-capacity transit projects for FTA consideration, which concluded in FY25. The increase to the grant budget is in relation to reprogramming the remaining funds from the RAISE Grant for future RTA projects.

Upon adoption of the Fiscal Year 2026 Budget, staff will file the adopted Fiscal Year 2026 operating and grant budget with the governing bodies of the Beneficiaries, as per Section 7.13 of the Trust Agreement and Indenture.

**Recommendation:** To hold the public hearing, adopt the proposed Fiscal Year 2026 budget, and direct the Interim Executive Director to implement and administer the budget.



Jason Ferbrache  
Interim Executive Director

**RESOLUTION NO. 25-0002**

**RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA ADOPTING THE FISCAL YEAR 2026 BUDGET; AND  
DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO IMPLEMENT AND  
ADMINISTER THE BUDGET AS PER THE TRUST AGREEMENT AND  
INDENTURE.**

**WHEREAS**, the Fiscal Year 2026 Budget (Attachment “A”) for the Regional Transportation Authority of Central Oklahoma (RTA) is being presented for consideration by the Board of Directors; and

**WHEREAS**, a public hearing is being held on June 18, 2025, as per the requirements of the Trust Agreement and Indenture; and

**WHEREAS**, the budget includes general operations and administrative expenses, such items as liability insurance, contracted professional services, financial audit, website maintenance, etc.; and

**WHEREAS**, the overall Fiscal Year 2026 Budget is \$1,885,945, a 8% decrease from the Fiscal Year 2025 Budget, and the grant budget is \$459,394, a 31% increase from the Fiscal Year 2025 budget; and

**WHEREAS**, the decreased costs in operations are related to reductions in various service contracts, specifically Kimley-Horn’s contract for preparing the RTA’s high-capacity transit projects for FTA consideration, which concluded in FY25; and

**WHEREAS**, the increase to the grant budget is in relation to reprogramming the remaining funds from the RAISE Grant for future RTA projects; and

**WHEREAS**, staff recommends the RTA Fiscal Year 2026 Budget be adopted.

**NOW, THEREFORE, BE IT RESOLVED** by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby adopt the Regional Transportation Authority of Central Oklahoma Fiscal Year 2026 Budget (Attachment “A”).

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby direct the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture.

**ADOPTED** by the Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma this **18th** day of **June 2025**.

**ATTEST:**

  
Secretary

REVIEWED for form and legality.

  
Assistant Municipal Counselor



**REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA**

  
Brad Henry, Chairperson

## Attachment A



## Fiscal Year 2026 Proposed Budget

### OPERATING BUDGET

	Adopted FY 2025	Proposed FY 2026	Change from Prior Year	Percent Change
<b>Operating Sources</b>				
Edmond	\$158,602	\$95,772	-\$62,830	-40%
Norman	\$215,033	\$129,848	-\$85,185	-40%
Oklahoma City	\$1,143,901	\$690,744	-\$453,157	-40%
Subtotal	\$1,517,536	\$916,363	-\$601,173	-40%
Prior Year Carryover	\$531,742	\$969,582	\$437,840	82%
<b>Total Operating Sources</b>	<b>\$2,049,278</b>	<b>\$1,885,945</b>	<b>-\$163,333</b>	<b>-8%</b>
<b>Operating Expenditures</b>				
Contracts and Services	\$2,047,758	\$1,884,425	-\$163,333	-8%
Equipment and Supplies	\$1,520	\$1,520	\$0	
<b>Total Operating Expenditures</b>	<b>\$2,049,278</b>	<b>\$1,885,945</b>	<b>-\$163,333</b>	<b>-8%</b>

### GRANT BUDGET

	Adopted FY 2025	Proposed FY 2026	Change from Prior Year	Percent Change
<b>Grant Sources</b>				
Federal Grant Funds	\$350,622	\$459,394		
<b>Total Grant Sources</b>	<b>\$350,622</b>	<b>\$459,394</b>	<b>\$108,772</b>	<b>31%</b>
<b>Grant Expenditures</b>				
Contracts and Services	\$350,622	\$459,394		
<b>Total Grant Expenditures</b>	<b>\$350,622</b>	<b>\$459,394</b>	<b>\$108,772</b>	<b>31%</b>





# **PROFESSIONAL SERVICES AGREEMENT**

## **ALPHAVU**

This Professional Services Agreement ("Agreement") is entered into by and between AlphaVu ("AlphaVu") and the Regional Transportation Authority of Central Oklahoma, a regional transit authority and public trust organized under the laws of the State of Oklahoma ("RTA"), each a Party and collectively the "Parties".

## **RECITALS**

**WHEREAS**, the RTA is a public trust created pursuant to the authority of 60 O.S. § 176 et seq., and 68 O.S. §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA; and

**WHEREAS**, on April 1, 2020, the Central Oklahoma Transportation and Parking Authority (COTPA) issued a Request for Proposal (RFP) seeking a Professional Services Agreement for market research and data mining; and

**WHEREAS**, a selection committee reviewed and evaluated the responses based on the criteria set forth in the RFP, awarding an agreement to Alpha Vu on November 6, 2020; and

**WHEREAS**, on June 2, 2023, the COTPA governing board and Alpha Vu signed an amendment allowing the RTA to utilize the services of Alpha Vu under the COTPA agreement; and

**WHEREAS**, Alpha Vu has been actively working with the RTA on projects under this agreement; and

**WHEREAS**, COTPA has decided not to renew its contract with Alpha Vu, resulting in the agreement's expiration on June 30, 2025; and

**WHEREAS**, the RTA has an ongoing need for the services provided by Alpha Vu, with certain projects currently on hold due to the impending expiration of the original contract; and

**WHEREAS**, Section 3.5 of the RTA Procurement Procedures Manual (Manual) outlines exceptions for noncompetitive or sole source procurements, allowing the Governing Body to adopt a sole source agreement under specific circumstances; and

**WHEREAS**, the Manual permits a sole source agreement in cases of follow-on contracts where awarding to another contractor would result in substantial duplication of costs not recoverable through competition; and

**WHEREAS**, the Manual also allows a sole source agreement when awarding to another contractor would cause unacceptable delays in meeting the RTA's needs;

**NOW, THEREFORE**, the RTA, recognizing its ongoing requirements and the critical nature of Alpha Vu's services, hereby resolves to enter into a sole source agreement with Alpha Vu to ensure the uninterrupted progression of essential projects and to avoid duplication of costs and unacceptable delays. This agreement shall be subject to the terms and conditions outlined below, which will form an integral part of the agreement.

## **Article 1 | PURPOSE AND SCOPE OF AGREEMENT**

1.1 Purpose. The purpose of this Agreement is for AlphaVu to provide the RTA with the Services and Deliverables, provided in Attachment A (Services and Deliverables) hereto, in accordance with the Terms and Conditions of this Agreement.

1.2 Scope of Agreement.

- A. This document, together with the following attachments, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, either written or oral.
- B. The following attachments are incorporated in and made a part of this Agreement as if fully set out herein:

Attachment A (Services)

Attachment B (Schedule of Fees)

Attachment C (Certificate of Insurance)

Attachment D (RTA Travel Policy)

- C. Any reference to the Agreement herein shall include all the above-listed incorporated attachments, unless otherwise expressly provided.

1.3 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following words, terms and abbreviations shall have the following meanings:

“Executive Director” shall mean the RTA Executive Director as appointed by the RTA Board of Directors pursuant to the RTAs Bylaws, as amended, and shall include any designee appointed by the Executive Director.

“RTA Fiscal Year” shall mean the period starting from July 1 in any given calendar year to June 30 the following calendar year.

“Services” shall mean services, performances, work, products, deliverables, or solutions promised, warranted, or guaranteed by AlphaVu to be performed in accordance with this Agreement.

“Work Product” shall mean all work, products, deliverables, documents, data, drawings, maps, 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.

## **Article 2 | EFFECTIVE DATE, TERM, AND RENEWAL**

2.1 Effective Date and Term. This Agreement shall become effective upon execution by the last Party hereto (Effective Date) and shall be in effect through June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2.2 Commencement of Work. AlphaVu shall commence work under this Agreement upon receipt of a Notice to Proceed.

2.3 Renewal. This Agreement is renewable for two (2) successive one-year periods at the sole discretion of the RTA. Should the RTA desire to exercise a renewal option, the RTA will provide written notice of such intent to AlphaVu at least thirty (30) calendar days prior to the expiration of the Agreement.

### **Article 3 | SERVICES**

3.1 Performance. AlphaVu will comply with all Terms and Conditions set forth in this Agreement and in any Notice to Proceed issued under this Agreement. AlphaVu will perform Services and Deliverables pursuant to a Notice to Proceed issued under this Agreement in accordance with established deadlines or otherwise in a timely manner.

3.2 Remedy for Inadequate Performance.

A. In the event AlphaVu performs Services and Deliverables and the RTA can demonstrate that they do not comply with the Terms and Conditions of this Agreement, AlphaVu shall, upon receipt of written notice and request from the RTA, re-perform the services (at no additional cost to the RTA).

B. AlphaVu will correct, at no cost to the RTA, all errors in its work product submitted to the RTA, provided the RTA gives notice to AlphaVu.

3.3 Standard of Care. In performing its Services and Deliverables pursuant to this Agreement, AlphaVu shall exercise the degree of care, skill, and diligence normally exercised by members of AlphaVu's profession performing services of the same or a similar nature at the time AlphaVu's services are performed. AlphaVu shall also require its subcontractors (if any) to exercise the same degree of care, skill, and diligence normally exercised by members of that subcontractor's profession.

3.4 Responsibility for AlphaVu Agents. AlphaVu shall be solely responsible for the acts and omissions of its employees, agents, project team, and subcontractors. AlphaVu shall be solely responsible for ensuring its employees, agents, project team, and subcontractors understand and perform in accordance with this Agreement. AlphaVu shall be solely responsible for ensuring its employees, agents, project team, and subcontractors are properly trained, qualified, and managed to perform under this Agreement.

3.5 Compliance with Laws and Regulations. In performing its services pursuant to this Agreement, AlphaVu shall comply with all applicable federal, state, and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto. AlphaVu shall obtain all patents, licenses, and any other permissions required to provide all Services and Deliverables pursuant to this Agreement and for use of all Services and Deliverables by the RTA.

3.6 Warranties. AlphaVu will provide all express and implied warranties required or provided for by Oklahoma law that are applicable to the Services. This warrant is in addition to any other warranties provided in this Agreement.

#### **Article 4 | COMPENSATION AND INVOICING**

4.1 Compensation. RTA shall pay AlphaVu compensation after completion of services or products as specified in Attachment C (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.

4.2 Reasonable Compensation. The Parties acknowledge that the compensation rates to be paid AlphaVu for AlphaVu's Services and Deliverables pursuant to this Agreement is a reasonable amount for such Services and Deliverables.

4.3 Payable in Oklahoma. All payments to AlphaVu pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if Services and Deliverables of AlphaVu are performed outside the State of Oklahoma.

4.4 Invoicing.

- A. AlphaVu shall submit monthly invoices to the RTA Owner's Representative in a form specified by the RTA Owner's Representative. Such invoices must be received no later than the twenty-fifth (25th) calendar day of each month. Any invoices received after the twenty-fifth (25th) calendar day of the month will be processed in the following accounting period. The amount invoiced shall cover Services and Deliverables incurred during the preceding accounting period.
- B. Supporting documentation for all Services and Deliverables contained in an invoice will be submitted with each invoice.
- C. The RTA shall have the right to disapprove specific elements of any invoice. The RTA will provide, in writing, such disapproval to AlphaVu within twenty (20) calendar days of invoice submittal. Approval by the RTA shall not be unreasonably withheld.

- D. The RTA will pay AlphaVu the undisputed amount of an invoice within thirty (30) calendar days after the receipt of a valid, complete, and properly documented invoice.

## **Article 5 | TERMINATION**

### **5.1 Termination for Convenience.**

- A. At any time, either Party may terminate this Agreement for convenience upon not less than seven (7) calendar days' written notice to the other Party.
- B. Upon receipt of such notice, both Parties shall immediately discontinue all Services and Deliverables and activities (unless otherwise agreed by the Parties).
- C. AlphaVu will promptly send properly documented invoices to the RTA for any Services and Deliverables performed up to the time of notice.
- D. The RTA will pay AlphaVu for any unpaid fully performed Services and Deliverables, that are in accordance with the Standard of Care, up to the time of notice, in accordance with the Terms and Conditions of this Agreement.

### **5.2 Termination for Cause.**

- A. The RTA may terminate this Agreement for cause if AlphaVu or any of its employees, agents, project team, or subcontractors (if any):
  - 1. Breach any of the Terms and Conditions of this Agreement,
  - 2. Fail or are unable to perform any of their obligations under this Agreement,
  - 3. Engage in fraud or willful misconduct, or
  - 4. Act in violation of Oklahoma or federal law.
- B. The RTA shall effectuate such termination by delivering to AlphaVu written notice of the termination specifying the basis of the cause.
- C. Upon receipt of such notice, AlphaVu shall immediately discontinue all Services and Deliverables and activities (unless the notice directs otherwise).
- D. The RTA will pay AlphaVu for all undisputed accrued amounts due and payable for Services and Deliverables already performed and accepted by the RTA prior to the effective termination date which are not rendered useless or impaired by the stated cause or breach. Otherwise, the RTA shall not be required to make any additional payments to AlphaVu whatsoever and the RTA will not have any further obligations to AlphaVu.
- E. The RTA may hold any outstanding payments for prior completed Services and Deliverables and any retainage as security for payment of any costs, expenses, or damages incurred by the RTA by reason

of AlphaVu's breach or other cause for termination.

- F. The RTA, in its sole discretion, may provide AlphaVu up to thirty (30) calendar days to cure (i) a breach of any of the Terms and Conditions of this Agreement or (ii) a failure or inability to perform any of its obligations under this Agreement. In such case, the notice of termination will also state the period in which cure is permitted and any other appropriate conditions. If AlphaVu fails to remedy its breach or non-performance within the period allowed, the RTA shall have the right to terminate this Agreement without any further obligation to AlphaVu.

### 5.3 Stop Work.

- A. The RTA may require AlphaVu to stop all or any part of AlphaVu's work under this Agreement without cause for up to thirty (30) calendar days upon written notice (identified as a stop work order) to AlphaVu or for any further period as mutually agreed in writing between the Parties.
- B. Upon receipt of the stop work order, AlphaVu shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services and Deliverables covered by the stop work order during the period of work stoppage. AlphaVu shall be entitled to an extension of all deadlines missed because of the stopped work and all subsequent deadlines for a period equal to the time of the actual stop work period.

## Article VI | INDEMNIFICATION

- A. AlphaVu agrees to release, defend, and indemnify the RTA, and each of them, and hold the RTA, 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 AlphaVu and the AlphaVu's Project Team. Any such indemnification or reimbursement shall be made by AlphaVu within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.
- B. 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.

## Article VII | CONFIDENTIALITY

AlphaVu acknowledges that while training and providing other support services to RTA, RTA may provide AlphaVu with access to valuable information of a confidential and proprietary nature including but not limited



to information relating to RTA'S employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. AlphaVu agrees that during the period this Agreement is in effect, and thereafter, neither AlphaVu nor AlphaVu's Project Team, without the prior written consent of RTA, shall disclose to any person, other than another member of RTA's Administrative Team or the AlphaVu 's Contract Administrator, any information obtained by AlphaVu. AlphaVu will require and maintain adequate confidentiality agreements with its employees, agents, AlphaVu's, and sub-contracted providers.

## **Article VIII | INSURANCE**

8.1 Insurance Requirements. AlphaVu shall procure and maintain insurance at its own expense against claims which may arise from or in connection with the performance of the services hereunder by AlphaVu, its officers, employees, agents, or subcontractors.

8.2 Coverage. Coverage shall include the following policies with limits as set forth:

- A. Commercial General Liability Insurance - commercial general liability insurance coverage, including claims for products and completed operations, property damage, bodily injury and personal and advertising injury, with a limit of one-million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) general aggregate.
- B. Automobile Liability Insurance - automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles with a limit of one-million dollars \$1,000,000 combined single limit per accident.
- C. Professional Liability (Errors and Omissions) Insurance - professional liability (errors and omissions) insurance appropriate to AlphaVu's profession, with a limit of one-million dollars (\$1,000,000) per claim and two-million dollars (\$2,000,000) aggregate.

8.3 Duration of Coverage.

- A. All insurance required under this Agreement shall be procured and maintained in full force and effect:
  - 1. Prior to and as a condition of approval of this Agreement;
  - 2. For the duration of this Agreement; and
  - 3. Until formal acceptance of all Services and Deliverables.
- B. In the event AlphaVu procures and maintains professional liability insurance in the form of "claims-made" coverage, AlphaVu will continuously renew its professional liability policy for two (2) years past the expiration of this Agreement or the formal final acceptance of all Services and

Deliverables by the RTA, whichever comes later.

- 8.4 Additional Insureds. All insurance (except professional liability) shall provide that the RTA is named as an additional insured.
- 8.5 Certifications and Endorsements. AlphaVu shall provide the RTA with certificates of insurance and endorsement pages evidencing compliance with the terms of this Agreement prior to and as a condition of approval of this Agreement and on a timely basis upon request by the RTA for the duration of this Agreement. Certificates of insurance will list the RTA as certificate holders and reflect in the "DESCRIPTION OF OPERATIONS" field: "Additional insured(s) on the listed policies are those required in the contract." Said certificates of insurance and endorsement pages are provided in Attachment C (Certificate of Insurance) hereto.
- 8.6 Confirmation Authority. AlphaVu authorizes the RTA to confirm AlphaVu's insurance compliance directly with AlphaVu's Global Risk Management Department.
- 8.7 Authorized Companies. All insurance must be from responsible insurance companies which are licensed to transact business in the state of Oklahoma. The insurance policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of the State of Oklahoma.
- 8.8 Primary. All insurance coverage of AlphaVu shall be primary to any insurance or self-insurance program carried by the RTA.
- 8.9 Deductibles. AlphaVu shall be wholly responsible for all deductibles and self-insured retentions that exist in all insurance policies required in this Article 7.
- 8.10 Occurrence Policies. All policies shall be in the form of "occurrence" coverage; provided professional liability insurance may be procured and maintained in the form of "claims-made" coverage, only if AlphaVu continuously renews its professional liability policy for two (2) years past the expiration of this Agreement or the formal final acceptance of all Services and Deliverables by the RTA, whichever comes later.
- 8.11 Subrogation Waived. AlphaVu hereby grants to the RTA a waiver of any right to subrogation which any insurer of said AlphaVu may acquire against the RTA by virtue of the payment of any loss under such insurance, except for Professional Liability Insurance.

8.12 Severability of Interest. Except with respect to limits of insurance, all liability policies must provide that with respect to claims involving any insured hereunder, each such interest shall be deemed separate for all other interest herein and coverage shall apply as though each such interest was separately insured.

8.13 Change or Cancellation.

8.13.1 AlphaVu shall provide actual prior notice to the RTA of any change, reduction of limits below those required herein, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement and shall use all reasonable endeavors to do so as soon as possible, but at least thirty (30) calendar days (except ten (10) days for non-payment of premium) prior to such change, reduction, lapse, suspension, cancellation, or termination taking effect.

8.13.2 The material change, reduction of limits below those required herein, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement is a breach of this Agreement, unless AlphaVu has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing AlphaVu has been and will continue to be in full compliance with the insurance terms of this Agreement.

8.13.3 If any insurance policy or coverage required by this Agreement is materially changed, limits reduced below those required herein, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, the RTA may at its sole option suspend this Agreement without extension of deadlines until there is full compliance with the insurance terms and conditions or terminate this Agreement and seek damages for a breach of this Agreement.

8.13.4 If any insurance policy or coverage required by this Agreement is materially changed, limits reduced below those required herein, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, AlphaVu shall be fully responsible and liable for and the

RTA may at its option withhold payment otherwise due AlphaVu to pay any claim by the RTA for any loss, damages, costs, or expenses, including attorney fees, court costs, and administrative expenses, which would have been covered or assumed by the policy or coverage had the changed, reduced, lapsed, suspended, cancelled, or terminated insurance policy or coverage been in effect without limitation as to the policy amount.

#### **Article VIX | 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 AlphaVu may not assign this Agreement in whole or in part without the prior written consent of the RTA. In addition, AlphaVu agrees that AlphaVu's Project Manager may not be removed or replaced without the express written consent of the RTA's Contract Administrator.
- D. Venue and Applicable Law. RTA and AlphaVu 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. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.
- E. 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.
- F. 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.

- G. Time is of Essence. Both the RTA and AlphaVu 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 RTA to timely object to the time of performance shall not waive any right of the RTA, to object later.
- H. 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:

To AlphaVu:

AlphaVu  
ATTN: Scott G. Wilkinson  
1100 15th Street NW  
4th Floor  
Washington, DC 20005  
[scott@alphavu.com](mailto:scott@alphavu.com)

To RTA:

RTA  
ATTN: Procurement  
2000 S May Avenue Oklahoma  
City, OK 73108 Telephone:  
405.297-1854

and

Holmes and Associates LLC  
RTA Owner's Representative  
ATTN: Kathryn Holmes  
910 S Donner Way, Ste. 304  
Salt Lake City, UT 84108  
Telephone: (703) 999-4440  
[kathryn@holmesassociatesllc.com](mailto:kathryn@holmesassociatesllc.com)

and

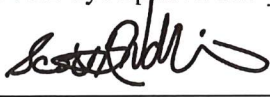
Municipal Counselor's Office  
Attn: Jonathan Garcia  
200 N Walker Ave.  
Fourth Floor  
Oklahoma City, OK 73102  
Telephone: (405) 297-  
3590 [Jonathan.garcia@okc.gov](mailto:Jonathan.garcia@okc.gov)

APPROVED by the Directors of the Regional Transportation Authority of Central Oklahoma and signed by the  
Chairperson on this 18th day of June 2025.

By:   
Its: Chairperson



APPROVED by AlphaVu this 17th day of June 2025.

By:   
Its: Chief Executive Officer

## ATTACHMENT A

### Services

AlphaVu will provide the RTA services, to include, but not limited to the following:

- Data Mining
- Capital Projects Planning
- Ballot Initiatives
- Strategies to Maximize Public Support
- Government Relations

ATTACHMENT B  
Compensation

Attached behind this page is a schedule of fees governing this Agreement.



## **SCHEDULE OF FEES**

**AlphaVu.** As compensation for this scope of work and in recognition of the nature of constrained finances leading up to local voter approval for RTA's capital projects that must be considered, AlphaVu will bill RTA a monthly retainer fee of \$9,250. Following local funding approval and permission to proceed on the capital projects as envisioned, AlphaVu will bill RTA a monthly retainer fee of \$12,500. Additionally, RTA will cover any required non-local travel and lodging, which RTA will approve in advance. AlphaVu is authorized to bill these amounts following RTA's issuance of a Notice to Proceed. AlphaVu shall comply with the RTA travel policy adopted by the Trust on March 17, 2021, as outlined in Attachment D.

**Subconsultants.** AlphaVu may retain subconsultants to complete some portion of its Scope of Services here under. AlphaVu may bill RTA at a monthly retainer fee not to exceed \$5,000 to a consultant mutually agreed upon between RTA and AlphaVu. Subconsultant reimbursements are also included in the total not-to-exceed amount.

Not to Exceed Amount. The total compensation under this agreement, including all fees and reimbursable expenses, shall not exceed One Hundred Fifty Thousand Four Hundred Dollars (\$150,400)."

**ATTACHMENT C**  
**Certificate of Insurance**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>CBIZ Insurance Services, Inc.</b> <b>44 Baltimore Street</b> <b>Cumberland, MD 21502</b> <b>301 777-1500</b>	<b>CONTACT NAME:</b> Select National Service Center <b>PHONE (A/C, No, Ext):</b> 888-408-7500 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> cbizselect@cbiz.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : United States Liability Insurance Co.</b> <b>NAIC # 25895</b>
<b>INSURED</b> <b>Alpha Vu, LLC.</b> <b>1100 15th Street NW, 4th Floor</b> <b>Washington, DC 20005</b>	<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PPP1555986B	01/21/2025	01/21/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PPP1555986B	01/21/2025	01/21/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CUP1555643H	01/21/2025	01/21/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PPP1555986B	01/21/2025	01/21/2026	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Regional Transportation Authority of Central Oklahoma  
 2000 S May Avenue  
 Oklahoma City, OK 73108

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CBIZ Insurance Services, Inc.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

June 17, 2025

Regional Transportation Authority  
of Central Oklahoma  
2000 S MAY AVE  
OKLAHOMA CITY OK 73108-4447

## Account Information:

<b>Policy Holder Details :</b>	<b>ALPHAVU LLC</b>
--------------------------------	--------------------



## Contact Us

### Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY INC/PAC 76250881 225 KENNETH DR STE 110 ROCHESTER NY 14623	<b>CONTACT NAME:</b>		
	<b>PHONE</b> (877) 266-6850 (A/C, No, Ext):	<b>FAX</b> (585) 389-7894 (A/C, No):	
	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		
	<b>NAIC#</b>		
<b>INSURED</b> ALPHAVU LLC 1725 DESALES ST NW STE 800 WASHINGTON DC 20036-4410	<b>INSURER A:</b> Property and Casualty Insurance Company of Hartford		34690
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE		
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)		
							MED EXP (Any one person)		
							PERSONAL & ADV INJURY		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG		
	OTHER:								
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)		
	ANY AUTO						BODILY INJURY (Per person)		
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)		
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)		
	<b>UMBRELLA LIAB EXCESS LIAB</b>						EACH OCCURRENCE		
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE		
	DED <input type="checkbox"/> RETENTION \$								
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A	X	76 WEG ZQ6860	01/21/2025	01/21/2026	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
								E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

Regional Transportation Authority  
of Central Oklahoma  
2000 S MAY AVE  
OKLAHOMA CITY OK 73108-4447

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY PAYCHEX INSURANCE AGENCY INC/PAC		NAMED INSURED ALPHAVU LLC 1725 DESALES ST NW STE 800 WASHINGTON DC 20036-4410
POLICY NUMBER SEE ACORD 25		
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement WC000313, attached to this policy. RE: State job is performed in: DC. Policy Location for Employees Performing Job (Work Comp): 1100 15th Street NW, 4th Floor, WASHINGTON, DC 20005-1707. Payroll for job to support waiver (Work Comp): 30,000

Attachment D  
RTA Travel Policy



Regional Transportation Authority of Central  
Oklahoma

# Travel Policy

This manual addresses the policies  
for travel expenditures and  
reimbursements for travel  
related expenses.





The Travel Policy is hereby APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Chairperson, this 17th day of March 2021.

ATTEST:

REGIONAL TRANSPORTATION  
AUTHORITY OF CENTRAL OKLAHOMA

  
Mary Melon, Secretary

  
Brad Henry, Chair

Reviewed for form and legality.



  
Hailey Rawson, Assistant Municipal Counselor

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## INTRODUCTION

The Regional Transportation Authority of Central Oklahoma ("RTA") is a public trust funded in part by the taxpaying residents of Del City, Edmond, Midwest City, Moore, Norman, and the City of Oklahoma City. As such, all expense records, regardless of fund source, are open to the public under the Federal and State Freedom of Information Act. Business travel is first and foremost intended to achieve the RTA's goal. All trips must support the mission of the RTA, receive the appropriate approvals, and be carefully planned to ensure that expenditures are necessary, prudent, and as economical as possible. Directors and staff travelling on behalf of RTA business have the responsibility to act prudently and to only incur travel expenses which are necessary, reasonable, appropriate, and in compliance with the RTA's policies related to travel and business expenses.

This policy pertains to the reimbursement of business-related travel expenses incurred while traveling away from home for a period substantially longer than an ordinary workday and is reasonable to sleep or rest. It is designed to govern reimbursements and/or prepayment of conferences, seminars, training sessions, business meetings, and other beneficial situations where common expenses are incurred for transportation, registration, lodging, and meals. Incidental travel expenses are subject to approval. Traveling members of the RTA, through administrative support personnel, must obtain all quotes, complete related forms, and submit travel paperwork with all required approvals.

All modes of travel, lodging, and meals should be selected with consideration given to minimizing the loss of time to the traveling claimant and cost to the RTA. Traveling claimants should neither gain nor lose personal funds while conducting business for the RTA. It is the responsibility of each claimant, as well as the Executive Director, or designee, approving the expenses, to comply with the provisions of this travel policy. Any claimant making commitments for travel will be personally responsible for expenses if the commitments are not made in accordance with this policy.

Nothing contained herein shall prohibit the Board of Directors, or designee, from modifying or approving exceptions to this policy to meet the needs of a unique situation.

## CONSULTANT TRAVEL

Consultants' travel expenses shall be negotiated and authorized as part of the terms of their Professional Services Agreement (PSA) with the RTA. Expenses not included in the terms of the PSA, must receive pre-approval in a written format from the Executive Director, prior to travel.

Consultants shall submit a claim for reimbursement of travel expenses on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip. Additionally, the RTA requires the Consultant to maintain detailed source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Only food purchased according to the federal per diem requirements shall be allowed. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs. The use of estimates for any travel expenses is unacceptable. Supporting documentation for all expenses contained in the invoice must be submitted with each invoice. Any additional instructions for reimbursements shall be included in the terms of the PSA.

No other portion of this travel policy shall be interpreted to apply to Consultants unless specified

in the terms of their PSA.

## **AUTHORIZATION**

The RTA member must receive authorization from the Board of Directors to travel, and provide the RTA business purpose for the travel, the estimated cost of the travel, the travel destination(s), and dates of the trip. Any expenses related to a traveling companion of a claimant are not reimbursable by the RTA. A Director may not authorize or otherwise approve their own claims for reimbursement. Such authorizations must be made at the level of the Board of Directors.

## **REGISTRATION**

The RTA may pre-pay or reimburse claimants for registration for RTA-related workshops, conferences and seminars. Special events and tours that are not job-related and are leisure activity are not reimbursable. The Executive Director shall be responsible for prepayment of registration costs. If the Executive Director is unable to complete timely event registration, the traveling claimant may elect to register by using a personal credit card.

## **TRANSPORTATION**

Travel time is defined as 24 hours before and after the times in the official conference/training registration information.

### **Commercial Airline**

The standard mode for out-of-state travel is by commercial airline. When purchasing airfare, price should be the primary consideration; however, other factors to be considered may include reasonable departure and arrival times, as well as the duration of the flight. The goal is to book flights with consideration given to travel time, convenience to the traveling claimant, and cost effectiveness without interfering with the business purpose of the travel. Traveling claimants can use the airline of their choice.

If the cost of a flight is \$1,000 or more, the claimant is responsible for obtaining three quotes and the reimbursement amount will be the lowest fare from three (3) flight quotes with similar travel times, transfers, baggage fee, etc. The RTA will not reimburse claimants for added fees beyond economy coach fare to the extent a good faith effort is taken to fly coach on a primary airline, and the cost of checking one piece of luggage, if applicable. Examples of non-reimbursable fees include early boarding, better seating, obtain more leg room, etc.

### **Oklahoma City Ground Transportation and Parking**

Transportation expenses, including private vehicle mileage to and from Will Rogers World Airport are reimbursable. Airport parking is reimbursable. A receipt is required for reimbursement of airport parking for short, or long-term parking expenses.

## **Private Vehicle – In State Travel**

In the event an RTA owned vehicle is not available for travel within the State of Oklahoma, or circumstances dictate otherwise, a private vehicle can be used. The use of a private vehicle for traveling inside the state of Oklahoma must be approved by the Board, or designee, prior to travel. The claimant will need to track mileage and may utilize online tools to obtain mileage. Mileage reimbursement for use of a private vehicle will be paid at the current IRS rate. Mileage reimbursement claims pertaining to business related travel are to be filed in accordance with established RTA policies for vehicle mileage reimbursement (refer to the *Mileage Reimbursement* section of this policy).

## **Private Vehicle – Out of State Travel**

Private vehicle mileage reimbursement will be paid at the current IRS rate, but only to the extent of the most economical cost for airline coach fare or mileage, whichever is less. The IRS mileage rate includes the expense of fuel. A comparison rate shall be established by obtaining an airfare quote. Taxi fare, rental cars and shuttle expenses will not be considered for the purpose of establishing the reimbursement amount. The claimant will need to track mileage and may utilize online tools to obtain mileage from their home or work to the destination.

## **Rental Car**

The expense of a rental car for a claimant when out of town on behalf of the RTA, may be reimbursed only if written justification is provided by the claimant and approved by Executive Director, or designee, prior to travel. Automobile rental is not at the discretion of the traveling claimant and must be a necessary and cost-effective mode of transportation for the benefit of the RTA. Claimants must submit the rental agreement, receipt and the written justification, approved by the Board as part of the claim for reimbursement.

## **Rail Service**

The claimant may choose the option of using rail service based upon the most economical mode of travel in comparison to air travel. The justification must be documented by including a quote for the lowest and best economy coach airfare. Visit the rail service website to obtain quote(s) for commercial rail service.

## **LODGING**

If a hotel requires a credit card number to be on file to cover incidental expenses such as telephone calls, room service, Internet, mini bar etc., the credit card should belong to the traveling claimant. The hotel receipt must indicate the payment method and show the balance was paid. Only room fees and taxes are paid by the RTA.

Most hotels provide free internet. Claimants may be reimbursed for work-related internet usage charges. These charges should be separately identified on the original itemized hotel receipt.

Many conferences offer a list of hotels with special pricing. Traveling claimants are encouraged

to choose the most economically priced hotel possible. Three (3) separate hotel quotes are required unless the conference is at a hotel or conference center and hotel facility, then only that quote is required.

## **MEALS**

Complimentary free continental breakfasts provided by the hotel cannot be claimed as an expense. Meal(s) will not be reimbursed unless overnight stay is required or long enough that a claimant needs to stop for sleep or rest to properly perform their job duties. Meal(s) included in the cost of registration will not be reimbursed to claimant, except for continental breakfasts or special dietary needs. Meal expenses should include reasonable tips (no more than 20% tip). Alcoholic beverages are not reimbursable. Reimbursement will be made for the actual amount claimed up to the federal per diem rate as published by the General Services Administration (GSA) recommended by the IRS. The maximum allowable will be the Meals and Incidental Expenses (ME&I) rate of the GSA. The GSA per diem rates can be located by going to [www.gsa.gov](http://www.gsa.gov).

## **MISCELLANEOUS EXPENSE INFORMATION**

The RTA will not reimburse for personal items, services, or entertainment, including but not limited to, toiletries, medicine, clothing, grooming, laundry, dry cleaning, movies, snacks or alcoholic beverages. Receipts are not required for reasonable tips, shuttle/bus/taxicab fare, or business telephone calls.

## **FOREIGN TRAVEL**

In the event of foreign travel, the claimant is responsible for providing documentation from a bank, financial institution, or Internet of the currency exchange rate in effect at the time of exchange. The exchange rate information must be obtained during the dates of the travel.

The RTA will not reimburse the Goods and Services Tax (GST) or any other foreign tax that may be refunded to the claimant. The claimant is responsible for submitting a claim to the appropriate country for any tax refund.

## **MILEAGE REIMBURSEMENT**

A “mileage reimbursement only” claim for a one-time event or a special circumstance may be submitted by providing written notification to the Executive Director, or designee, explaining the public purpose of the reimbursement. The written notification should include the RTA related event, the purpose, and the total amount of mileage claimed. The claimant will be reimbursed for mileage at current IRS rates as found at [www.gsa.gov](http://www.gsa.gov).

## **CANCELLATIONS**

If registration, lodging and/or transportation has been prepaid by the RTA and the claimant is unable to complete the intended travel, the claimant is required to follow-up on the cancellation policy of the sponsoring organization and lodging site. All possible means are to be explored to obtain refunds, partial refunds, or options for substituting another RTA member.

The claimant must provide written justification, which is approved by the Executive Director, or

designee, to explain the reason for the inability to travel as previously arranged.

## **REFUNDS**

The claimant has the responsibility for the oversight and administration of seeking refunds to the RTA. Any RTA refunds obtained due to cancellations or overpayments must be deposited with the RTA.







TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving the Professional Services Agreement with Cardinal Infrastructure, LLC to provide the Regional Transportation Authority of Central Oklahoma with federal advisory services, July 1, 2025 through June 30, 2026, amount not to exceed \$90,000.

**Background** On January 15, 2024 the Regional Transportation Authority of Central Oklahoma (RTA) requested three informal quotes for providing federal advisory services for the RTA. Cardinal Infrastructure, LLC ("Cardinal") submitted a quote on February 12, 2024, and was selected to provide the services needed for an initial term beginning February 23, 2024, through June 30, 2024.

The RTA and Cardinal desire to extend the initial term and have negotiated an agreement, which is being submitted for consideration.

All services and projects will be performed on a task order basis in accordance with the terms and conditions of this agreement.

Recommendation: Approve Renewal No. 1 of the Professional Services Agreement

Reviewed by:

Jason Ferbrache  
Interim Executive Director



## RENEWAL NO. 1

### Professional Services Agreement

This renewal (**“Renewal No. 1”**) dated June 18, 2025, the effective date of this **Renewal No. 2**, is made by and between **Cardinal Infrastructure, LLC**. (**“SERVICES PROVIDER”**), and **Regional Transportation Authority of Central Oklahoma** (**“CONTRACTING ENTITY”**), an Oklahoma public trust, (collectively, the **“Parties”**).

### WITNESSETH:

**WHEREAS**, the RTA is a public trust created pursuant to the authority of 60 O.S. § 176 et seq., and 68 O.S. §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA; and

**WHEREAS**, the **Parties** entered into the **CONTRACTING ENTITY’S** Professional Services Agreement (hereinafter referred to as **“Agreement”**) on June 26, 2024 (Item No. 8); and

**WHEREAS**, the Agreement was established with a one-year term and included the option for two successive one-year renewals; and

**WHEREAS**, the **CONTRACTING ENTITY** and the **SERVICES PROVIDER** have the option to renew Agreement for Federal Advisory Services for the term July 1, 2025 through June 30, 2026 under the same terms, conditions and provisions as originally awarded, including prices; and

**WHEREAS**, the **Parties** agree to renew **Agreement** for Federal Advisory Services; and

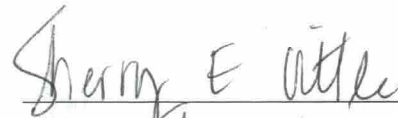
**NOW THEREFORE**, it is mutually agreed by and between the **Parties** to renew the **Agreement** as follows:



Federal Advisory Services for the term July 1, 2025 through June 30, 2026 under the same terms, conditions and provisions as originally awarded, including prices.

The undersigned individual states that the SERVICES PROVIDER will be bound by its proposal, the request for proposal, the terms and conditions of the Professional Services Agreement, the requirements for proposers, and this Renewal No. 1.

**WITNESS** the hands of the parties hereto:


  
Name: Sherry E Little  
Title: Managing Partner  
Cardinal Infrastructure, LLC.

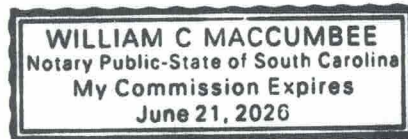
**Note:** *If individual signing is not owner or an officer of the business or corporation a Letter of Authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter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

**TO BE COMPLETED BY THE NOTARY:**

State of \* South Carolina )  
County of \* Charleston ) SS.  
[\*State and County where notarized must be written in.]

**SIGNED** and sworn to before me this 11<sup>th</sup> day of June, 2025  
by Sherry E Little  
[Printed name of individual who signed above.]

Signature of Notary Public:   
My Commission number: 6644  
My Commission expires: 6/21/26  
[Date/Year]





2000 S MAY AVENUE OKLAHOMA CITY, OK 73108 405.297.1331 rtaok.org

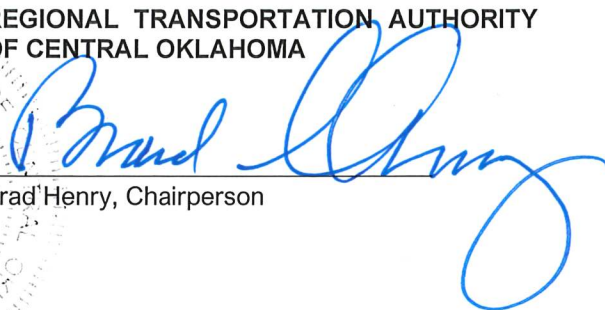
**APPROVED** by the Regional Transportation Authority and **SIGNED** by the Chairperson, this  
18th day of June 2025.

**ATTEST:**

  
Secretary



**REGIONAL TRANSPORTATION AUTHORITY  
OF CENTRAL OKLAHOMA**

  
Brad Henry, Chairperson

**REVIEWED** for form and legality.

  
Assistant Municipal Counselor





TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider approving the Professional Services Agreement with Staples Marketing, LLC d/b/a AFFIRM Agency to provide the Regional Transportation Authority of Central Oklahoma with branding and marketing services, July 1, 2025 through June 30, 2026, amount not to exceed \$325,000.

**Background** On May 15, 2024, the Regional Transportation Authority of Central Oklahoma (RTA) approved a Request for Proposal (RFP) for Branding and Marketing Services (RTA 24-001) (Item No. 9) and authorized the Interim Executive Director to advertise the RFP.

The RFP solicitation was advertised in the Journal Record on May 27, 2024, and June 3, 2024. There were seventeen proposals received in response to the solicitation. A pre-proposal meeting was held on June 10, 2024 and Addendum No. 2 was posted with all the questions and answers that came out of the pre-proposal meeting.

On July 10, 2024, out of the seventeen proposals, five firms were selected to continue to the interview phase. The selection committee, which was comprised of the RTA Vice Chairperson, the RTA Owners Representative and staff, determined that AFFIRM met the criteria of the RFP and is the most qualified firm.

On August 21, 2024 (Item No. 9), the Board of Directors ratified and approved the Professional Service Agreement with AFFIRM to provide Marketing and Branding services.

AFFIRM will provide the RTA with services, to include, but not limited to Project Management and Creative Services, Digital Marketing and Engagement Services, Public Relations, Website and Engagement, and Paid Media.

**Recommendation:** Approve the Professional Services Agreement

Jason Ferbrache  
Interim Executive Director

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into by and between Staples Marketing, LLC d/b/a AFFIRM Agency ("Consultant"), and Regional Transportation Authority of Central Oklahoma ("RTA").

### **WITNESSETH:**

**WHEREAS** on May 15, 2024, the RTA prepared a Request for Proposal ("RFP") seeking a Professional Services Agreement for Branding and Marketing Services (RTA 24-001) and authorized the Interim Executive Director to advertise the RFP,

**WHEREAS** the RFP solicitation was advertised in the Journal Record on May 27, 2024, and June 3, 2024. There were seventeen proposals received in response to the solicitation. A pre-proposal meeting was held on June 10, 2024, and Addendum No. 2 was posted with all the questions and answers that were discussed during the pre-proposal meeting,

**WHEREAS** on July 10, 2024, out of the seventeen proposals, five firms were selected to continue to the interview phase. The selection committee, which was comprised of the RTA Vice Chairperson, the Interim Executive Director, the RTA Owner's Representative, and staff, determined that AFFIRM met the criteria of the RFP and was the most qualified firm,

**WHEREAS** in its response ("Proposal"), the Consultant represented itself as an expert in the field of Branding and Marketing Services with skilled professionals willing, and capable of timely providing the services requested and required by the RFP,

**WHEREAS** the RTA desires to obtain Branding and Marketing Services for the RTA; and

**WHEREAS** based upon the representations, guarantees, and warranties



expressed by the Consultant in the Proposal, the selection committee recommended that a contract be awarded to Consultant and the RTA desires to enter this Agreement with the Consultant, and

**WHEREAS**, the Consultant agrees to provide the RTA, in accordance with the standards exercised by experts in the field, services necessary to provide the RTA 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

in this Agreement, the RTA and the Consultant hereby mutually agree as follows:

**1. Professional Services Agreement**

Subject to the terms and conditions of this Professional Services Agreement ("Agreement"), the RTA retains the Consultant, an independent contractor, to provide the RTA all services, in accordance with the standards exercised by experts in the field, necessary to provide the RTA 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 the Consultant to the RTA. 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 RTA and the Consultant with respect to the services, products,



Regional Transportation Authority  
of Central Oklahoma

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solutions and deliverables to be provided by the Consultant 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 Agreement and any language, term, condition, or provision in any Attachment, then the text of this Agreement 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 ("Scope of Services")**

**Attachment B ("Project Schedule and Deliverables FY26")**

## **2. Retention of Consultant and Scope of Services**

(a) Consultant is solely responsible for the actions, non-action, omissions, and performance of the Consultant's employees, agents, contractors, and subcontractors (herein collectively included in the term "Consultant's Project Team") and to ensure:

(1) the timely provision of the Project and timely performance of the Scope of Services as each are defined in Attachment A, and

(2) the timely provision of all services, products, solutions and deliverables, including but not limited to, the Deliverables listed on Attachment B.

The Consultant will be solely responsible for ensuring the Consultant's Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the RTA's goals and purposes. The Consultant will be solely responsible to ensure the Consultant's Project Team is adequately trained, instructed, and managed so that the Consultant timely provides the Project and satisfies the Consultant's obligations under this Agreement.

(b) Consultant 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. The Consultant shall obtain all patents, licenses and any other permits and permissions required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the RTA.

## **3. Compensation and Invoicing**

### **3.1 Compensation for Completed Services.**

(a) Consultant shall be compensated by the RTA for Services and Deliverables performed pursuant to the Terms and Conditions of this Agreement at the blended rate of \$135.00/hour.

(b) In no event will compensation exceed three-hundred twenty-five thousand dollars (\$325,000) ("Not to Exceed" amount) in FY26.

3.2 Reasonable Compensation. The Parties acknowledge that the compensation rates to be paid the Consultant for Consultant's Services and Deliverables pursuant to this Agreement is a reasonable amount for such Services and Deliverables.

3.3 Payable in Oklahoma. All payments to the Consultant pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if Services and Deliverables of Contractor are performed outside the State of Oklahoma.

3.4 Invoicing.

- a) The Consultant shall submit monthly invoices to the RTA Owner's Representative in a form specified by the RTA Owner's Representative. Such invoices must be received no later than the twenty-fifth (25<sup>th</sup>) calendar day of each month. Any invoices received after the twenty-fifth (25<sup>th</sup>) calendar day of the month will be processed in the following accounting period. The amount invoiced shall cover Services and Deliverables incurred during the preceding accounting period.
- b) Supporting documentation for all Services and Deliverables contained in an invoice will be submitted with each invoice.
- c) The RTA shall have the right to disapprove specific elements of any invoice. The RTA will provide, in writing, such disapproval to Consultant within twenty (20) calendar days of invoice submittal. Approval by the RTA shall not be unreasonably withheld.
- d) The RTA will pay Consultant the undisputed amount of an invoice

within thirty (30) calendar days after the receipt of a valid, complete, and properly documented invoice.

**4. Independent Contractor Status**

(a) The parties hereby acknowledge and covenant that:

(1) Consultant is an independent contractor and will act exclusively as an

independent contractor is not an agent or employee of the RTA in performing the duties in this Agreement.

(2) 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 contractor relationship.

(b) The RTA 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 the Consultant as the Consultant is an independent contractor and the members of its Consultant's Project Team are not employees of the RTA. Any such taxes, if due, are the responsibilities of the Consultant and will not be charged to the RTA.

(c) Consultant acknowledges that as an independent contractor it and its Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by the RTA for its employees.

**5. Termination and Stop Work.**

(a) This Agreement shall commence upon execution by the last party hereto and shall continue in effect until June 30, 2026, unless terminated by either party as provided for herein. The RTA's Interim Executive Director is



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hereby authorized to issue notices of termination or suspension on behalf of the RTA. This Agreement can be terminated, with or without cause, upon written notice, at the option of the RTA:

(1) Termination for Convenience. Upon receipt of a notice of termination for the *convenience* of the RTA, Consultant shall immediately discontinue all services and activities (unless the notice directs otherwise). Upon payment for products or services fully performed and accepted, Consultant shall deliver to the RTA 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. Upon termination for convenience by the RTA, the RTA shall pay the Consultant 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 amount set out in this Agreement.

(2) Termination for Cause. Upon notice of termination for *cause* from the RTA, Consultant 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 the Consultant shall release and waive any interest in any retainage. The RTA 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 RTA by reason of the Consultant's breach or other cause. Provided, however, upon notice of termination for

cause, the Consultant shall deliver to the RTA 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.

(3) The rights and remedies of the RTA 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 the Consultant under this Agreement.

(b) Upon notice to the Consultant, the RTA 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 the Consultant under this Agreement. In the event the RTA issues a stop work order to the Consultant, the RTA will provide a copy of such stop work order to the Consultant. Upon receipt of a stop work order issued by the RTA, the Consultant shall suspend all work, services and activities except such work, services, and activities expressly directed by the RTA in the stop work order. Upon notice to the Consultant, this Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the RTA, without cause and without cost to the RTA; provided however, the Consultant 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 RTA's Interim Executive Director is

hereby authorized to issue stop work orders on behalf of the RTA.

## **6. Warranties**

(a) Consultant 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. Consultant shall maintain during this Agreement said standard of care, expertise, skill, diligence and professional competency for all such services, products, solutions and deliverables. Consultant agrees to require all members of the Consultant's Project Team to provide all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of the Consultant.

(b) During the term of this Agreement, the RTA's initial remedy for any breach of the above warranty shall be to permit the Consultant one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to the RTA. If the Consultant 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 RTA shall be entitled to recover, should the RTA so determine to be in their best interest, any fees paid to the Consultant for previous payments, including, but not limited to, services, products, solutions, and deliverables, and the Consultant shall make reimbursement or repayment within thirty (30) days of a demand by the RTA. Should the Consultant fail to reimburse the RTA within thirty (30) days of demand, the RTA shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

(c) The Consultant 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.

**7. Indemnification**

(a) Consultant agrees to release, defend, and indemnify the RTA, and each of them, and hold the RTA, 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 the Consultant and the Consultant's Project Team. Any such indemnification or reimbursement shall be made by the Consultant within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

(b) 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.

**8. Confidentiality**

Consultant acknowledges that while providing services to the RTA, the RTA may provide the Consultant with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the RTA's employees, customers, marketing strategies, business processes and strategies, security systems, data, and technology. Consultant agrees that during the time this Agreement is in effect, and thereafter, neither the Consultant nor the Consultant's Project Team, without the prior written consent of the RTA, shall disclose to any person, other than another member of the RTA's Administrative Team or the Consultant's Contract Administrator, any information obtained by the Consultant. Consultant will require and maintain adequate confidentiality agreements with its employees, agents,

contractors, and subcontractors.

**9. Insurance.**

(a) **Insurance Requirements.** Consultant shall obtain and maintain insurance at its own expense against claims which may arise from or in connection with the performance of the services hereunder by Consultant, its officers, employees, agents, or subcontractors. Consultant shall obtain and provide the RTA with a copy of the certificate of insurance prior to execution of the contract by the RTA and shall maintain such insurance throughout the term of this Agreement

(b) **Coverage.** Coverage shall include the following policies with limits as set forth below:

1. **Commercial General Liability Insurance** - commercial general liability insurance coverage, including claims for products and completed operations, property damage,

bodily injury and personal and advertising injury, with a limit of one-million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) general aggregate.

2. **Automobile Liability Insurance** - automobile liability insurance coverage as to the

ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles with a limit of one-million dollars \$1,000,000 combined single limit per accident.

3. **Professional Liability (Errors and Omissions) Insurance** - professional liability (errors and omissions) insurance appropriate to AFFIRM's profession, with a limit of one million dollars (\$1,000,000) per claim and

two million dollars (\$2,000,000) aggregate.

(c) Duration of Coverage. - All insurance required under this Agreement shall be procured and maintained in full force and effect:

1. Prior to and as a condition of approval of this Agreement;
2. For the duration of this Agreement; and
3. Until formal acceptance of all Services and Deliverables.

(d) Change in Coverage. Should any insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then the RTA may terminate this Agreement for cause and the Consultant shall also be liable and responsible for any claim by the RTA on their own behalf or on behalf of another, for:

1. any loss or damages, including direct, indirect, and consequential; and
2. any cost or expense, including attorney fees, court costs and administrative expenses; and
3. any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

(e) Additional Insureds. The insurance Commercial General Liability Insurance and Automobile Liability Insurance must name the RTA as an additional insured.

(f) The RTA reserves the right to withhold payment of any funds otherwise due the Consultant to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of

coverage.

**10. 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 this is an agreement for the provision of specialized services; therefore, the Consultant may not assign this Agreement in whole or in part without the prior written consent of the RTA. In addition, the Consultant agrees that the Consultant's Project Manager may not be removed or replaced without the express written consent of the RTA's Owner's Representative.

(d) **Venue and Applicable Law.** RTA and Consultant 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 Consultant 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 RTA and Consultant 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 RTA to timely object to the time of performance shall not waive any right of the RTA to object at a later time.



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(j) 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: To Consultant:

AFFIRM  
Attn: Danny Mager  
N28W23050 Roundy Drive  
Suite 100  
Pewaukee, WI 53071  
Telephone (262) 650-9900 dmager@affirmagency.com

To RTA:

RTA  
Attn:  
Procurement  
2000 S May  
Ave  
Oklahoma City, OK  
73108 Telephone: (405)  
297-1854 Email:  
[info@rtaok.org](mailto:info@rtaok.org)

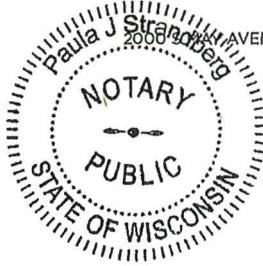
and

Holmes and Associates LLC  
Attn: Kathryn Holmes, RTA Owner's  
Representative 910 S Donner Way, Ste. 304  
Salt Lake City, UT 84108  
Telephone: (703) 999-4440  
Email:

[kathryn@holmesassociatesllc.com](mailto:kathryn@holmesassociatesllc.com)

and

Municipal Counselor's Office  
Attn: Craig Keith  
200 N Walker Ave., Fourth



State of Wisconsin  
County of Waushara

APPROVED and EXECUTED by Staples Marketing, LLC d/b/a AFFIRM  
Agency this

this 17th day of June 2025.

By: [Signature]  
Its: President

The foregoing instrument was acknowledged  
before me this 17th day of June, 2025  
by Daniel Mager, as President/Owner of  
Staples Marketing, LLC d/b/a AFFIRM Agency

My Commission expires: 9/19/2026

My Commission No: N/A.

Paula J. Strambel  
Notary Public

APPROVED and EXECUTED by the Regional Transportation Authority  
of Central Oklahoma this 18th day of June 2025.

Attest:

[Signature]  
Secretary

[Signature]  
Chairman

Reviewed for  
legality.

Jonathan Garcia  
Assistant Municipal Counselor





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Spectrum Insurance Group - Slinger 1155 E Commerce Blvd Slinger WI 53086	<b>CONTACT</b> NAME: Kathy Butzke PHONE (A/C, No, Ext): 262-439-6222 E-MAIL ADDRESS: kathy.butzke@spectruminsgroup.com FAX (A/C, No): 262-783-4075
<b>INSURED</b> Staples Marketing LLC dba Affirm Agency N28 W23050 Roundy Dr., Su. 100 Pewaukee WI 53072	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Frankenmuth Mutual Insurance INSURER B: Landmark American Ins Company INSURER C: INSURER D: INSURER E: INSURER F:
STAPMAR-01	NAIC # 13986 33138

**COVERAGES**

CERTIFICATE NUMBER: 458449787

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6609741	12/18/2024	12/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6609742	12/18/2024	12/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6609743	12/18/2024	12/18/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6609740	12/18/2024	12/18/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B				LHR860387	8/21/2024	8/21/2025	Professional 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RTA of Central Oklahoma is listed as Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

RTA of Central Oklahoma  
2000 S. May Ave.  
Oklahoma City OK 73108

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ATTACHMENT A**  
**SCOPE OF SERVICES**

AFFIRM will provide the RTA with services, to include but not be limited to the following:

1. Project Management Services
2. Creative Services
3. Digital Marketing and Engagement Services
4. Public Relations
5. Website and Engagement
6. Paid Media



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**ATTACHMENT B**

**PROJECT SCHEDULE AND DELIVERABLES FY26**

**ONE TRANSIT (RTA of Central Oklahoma) FY 2026 Project Scope**

The following is a proposed project scope for AFFIRM's FY 2026 contract extension for Branding and Marketing Services. The timeline and deliverables list are subject to change pending client approvals, media availability, and other external factors. A more detailed timeline may be created upon approval.

**Timeline:****ONE TRANSIT LAUNCH PREPARATION: July – August 2025**

- July: Media Services including vendor negotiation and placement of paid media
- July: Onboarding and Planning for Public Relations support with Koch Comms
- July – August: Marketing and Media Asset Creative Development
- August: Begin Monthly Social Media and Blog

**ONE TRANSIT LAUNCH CAMPAIGN: September – November 2025**

- September: Launch Event
- September – November: Paid Media Plan Execution and regular reporting
- September – November: Monthly Social Media and Blog

**ONE TRANSIT AWARENESS CAMPAIGN: DECEMBER – MAY 2026**

- December – May: Monthly Social Media and Blog
- January – May: Paid Media Plan Execution and regular reporting

**ONGOING DIGITAL MARKETING & ENGAGEMENT SERVICES: June 2026**

- June: Monthly Social Media and Blog
- June: Planning for FY 2027

**Deliverables:** *Specifications such as pixel size, length, character limits, etc. are subject to change pending final approvals. Final files will vary based on project need, media availability, and other external factors. Materials will be developed in English and, pending budget and event details, may be translated to Spanish. Examples of deliverables include:*

- Communications Support Materials: *Final deliverables will be determined with the client to meet the needs of communications activities. Examples of deliverables include:*
  - Monthly Social Media Calendars: Includes an average of 1 – 3 posts per week including graphics, reels, post content
  - Monthly Blog: Approximately 400 – 600 words, optimized for SEO strategy, and support image(s)
- Paid Media Deliverables: *Final specs will be determined upon media negotiation and placement. Some sizes may be affected pending availability (such as billboard and poster sizes).*
  - Animated video for OTT/CTV and OLV
  - Static and animated digital ads
  - Streaming audio spots
  - OOH: Bulletins and Digital Bulletins
  - Social Media Ads for Facebook and Instagram

- Website Landing Page
- Launch and Outreach Materials: *Final deliverables will be determined with the client to meet the needs of actual planned outreach activities. Examples of deliverables include:*
  - Outreach toolkit including items such as:
    - "About ONE Transit" Informational Video
    - One-pager for distribution at meetings with elected officials and key leaders
    - Social Media graphics
  - ONE Transit PowerPoint Template
- Public Relations Materials: *Final deliverables will be determined with the client and PR firm to meet the needs of outreach activities. Examples of deliverables include:*
  - Media Kit
  - Press releases, as needed
  - Launch Event Materials
    - Event Invitation
    - Event Poster and Digital Signage
    - Posters of proposed transit routes, as needed
- Reports: *Reporting will be provided for planned activities such as media campaigns, public relations campaigns, digital marketing. Additional reports may be provided upon request.*
  - Monthly Reporting on digital media
  - Quarterly Website Reporting
  - Public Relations Reporting





TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider an agreement with the Central Oklahoma Transportation and Parking Authority, the purpose of this agreement is to establish the Regional Transportation Authority of Central Oklahoma as a subrecipient of the Central Oklahoma Transportation and Parking Authority for federal funds and require the Regional Transportation Authority to have the necessary controls and procedures to meet federal requirements associated with the expenditure of federal grant funds, July 1, 2025 to June 30, 2030.

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

Currently, the RTA is or will be advancing the following major initiatives: negotiations with BNSF for potential access to the BNSF rail corridor, environmental analysis of station locations and the corridor, preliminary design and potential further refinement of Alternative Analyses (AA) adopted by the board.

With approval of this agreement by the RTA and COTPA Boards, the RTA will be an eligible subrecipient of COTPA for future FTA grant funds.

Recommendation: Approve the Agreement.

Jason Ferbrache  
Interim Executive Director



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between the CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY, public trust (“**COTPA**”), and the Regional Transportation Authority Public Trust (“**RTA**”).

### **WITNESSETH:**

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

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

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

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

### **PURPOSE**

The purpose of this Agreement is to establish the RTA as a subrecipient of COTPA for federal grant funds and require the RTA to have the necessary controls and procedures to meet federal requirements associated with the expenditure of federal grant funds.

### **TERM**

The term of this Agreement shall commence on July 1, 2025 and continue until June 30, 2030.

### **FEDERAL FUNDING**

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

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

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

### **FTA TERMS AND CONDITIONS**

The **RTA** agrees to comply with all applicable Federal Transit Administration (FTA) Certifications and Assurances and are considered as integral to this Agreement. The Certifications and Assurances for FTA Assistance Programs may be found at <http://www.fta.dot.gov/grants/13071.html>. The **RTA** will be certified through **COTPA** and will be incorporated in this Agreement upon execution by **COTPA**. Certain provisions of these Terms and Conditions are applicable separately or jointly to the parties to this Agreement. The **RTA** agrees to comply with the requirements as applicable and to execute all attached affidavits. The **RTA** further agrees that any Federal term, condition or requirement which conflicts with any provision of this Agreement and/or local directive or requirement shall take precedence over any such stipulation.

### **REPORTING REQUIREMENTS**

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

### **CONDITIONS**

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

### **INSURANCE**

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

### **EXCUSABLE DEFAULT**

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

### **ASSIGNABILITY**

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

### **ENTIRE AGREEMENT**

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

### **LAW CONTROLLING**

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

### **GOVERNING LAWS**

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

court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph.

#### CONFLICT OF INTEREST

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


#### TERMINATION

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

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

IN WITNESS WHEREOF, this Agreement was approved and executed by the Trustees of the Central Oklahoma Transportation and Parking Authority this 18th day of June, 2025.

ATTEST: (seal)

  
Secretary

  
Chairman

REVIEWED as to form and legality.

  
Assistant Municipal Counselor

IN WITNESS WHEREOF, this Agreement was approved and executed by the Regional Transit Authority this 18th day of June, 2025.

ATTEST:

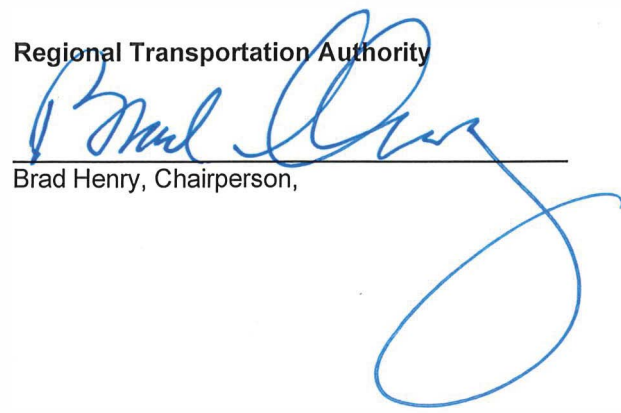
  
Secretary

REVIEWED as to form and legality.

  
Assistant Municipal Counselor



Regional Transportation Authority

  
Brad Henry, Chairperson,





TO: Chairman and Board of Directors

FROM: Interim Executive Director

Central Oklahoma Long-Range Transit Plan Project Update - Presented by Kimley Horn

Background:

On May 25, 2023, the Metropolitan Area Projects (MAPS) 4 Consultant Selection Committee interviewed one engineering firm for the MAPS 4 Transit Planned Growth – Long Range Transportation Plan project. Kimley-Horn and Associates was recommended by the Consultant Selection Committee for an engineering services contract. On June 18, 2024, the Oklahoma City Council approved the contract to develop the Long-Range Transportation Plan with additional funding provided by the Association of Central Oklahoma Governments (ACOG).

As part of the MAPS 4 Program, a Long-Range Transit Plan (LRTP) will be developed as a collaborative effort involving: The City of Oklahoma City, Central Oklahoma Transit and Parking Authority (COTPA), ACOG, the Regional Transit Authority, The City of Edmond, The City of Norman, and the Oklahoma Department of Transportation. The LRTP will guide all future public transit investments in the metro area for the next 30 years.

Kimley-Horn will present updates on the progress of the study and gather feedback from the transportation committee. Several agencies have taken key steps to plan high-capacity transit connectivity to support Central Oklahoma's growth and development. Investing in high-capacity transit will modernize movement between communities, expand access to resources, enhance quality of life, and drive economic development for all residents.

Kimley-Horn will update stakeholders for ACOG as well as the cities of Oklahoma City, Norman, and Edmond at key project milestones and to seek feedback on the plan's development. The consultant is currently executing the evaluate phase of the project, which includes network development, creating an evaluation framework, and scenario evaluation. Following the evaluate phase, the consultant will focus on writing a detailed implementation plan covering facility, fleet management, budget, phasing, and risks assessment. Stakeholder and public engagement will be continuous throughout the project with a target completion date of fall 2025.

Recommendation:

Receive a presentation to review and provide feedback

Reviewed by:

A handwritten signature in black ink, appearing to read "Jason Ferbrache".

Jason Ferbrache  
Interim Executive Director

# CENTRAL OKLAHOMA LONG RANGE TRANSIT PLAN

*RTA Board of Directors –June 2025*







# Project Partners

## Project Leads



## Operating Partners






## Government Partners





# Agency Roles for Transit: Regional & State

	<div> ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS</div>	<div> Regional Transportation Authority of Central Oklahoma</div>	<div> OKLAHOMA Transportation</div>
	Association of Central Oklahoma Governments	Regional Transportation Authority of Central Oklahoma	Oklahoma Department of Transportation
Role	Regional transportation planning and regional land use planning	Developing, funding, constructing, implementing, operating, and maintaining transportation projects	Assistance for rural transportation, coordination of the state rail plan and highway system
Funding	<ul style="list-style-type: none"><li>• State grants</li><li>• Federal grants</li><li>• Local membership dues and service fees</li></ul>	<ul style="list-style-type: none"><li>• Membership dues</li><li>• Sales tax authority to fund services</li></ul>	<ul style="list-style-type: none"><li>• Administrative and funding partner to rural transit agencies</li><li>• Public transit revolving fund</li></ul>



# Agency Roles for Transit: Local



	Local Transit Agencies	Local Municipalities	Route Partnership
Role	Planning, operating, and maintaining local transit services	Planning adequate infrastructure for the operations of public transit	Contract with local agencies to provide service
Funding	<ul style="list-style-type: none"><li>Local funding</li><li>State grants</li><li>Federal grants (FTA)</li><li>Fare Recovery</li></ul>	<ul style="list-style-type: none"><li>General Fund</li><li>Dedicated sales tax</li></ul>	<ul style="list-style-type: none"><li>General Fund</li></ul>



# Agenda

**1** Project Description

**2** Draft Transit Vision

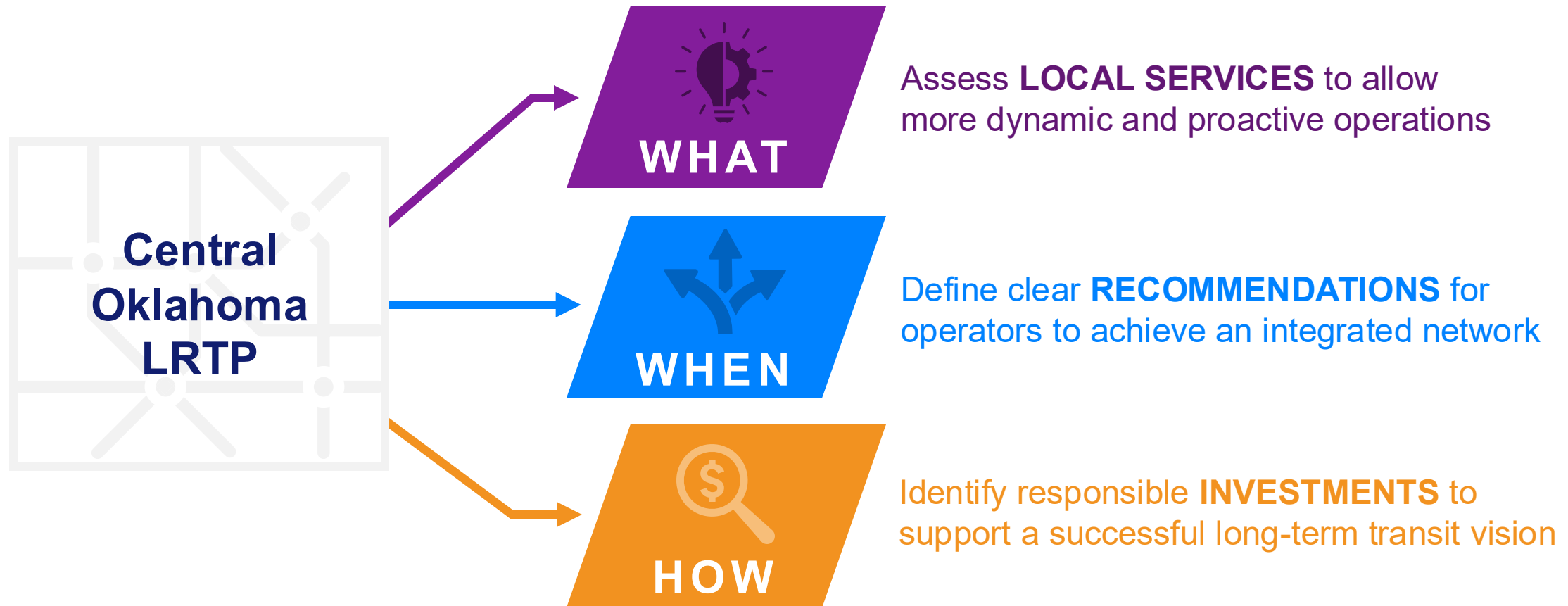
**3** Get Involved!

# Project Description





# Project Description

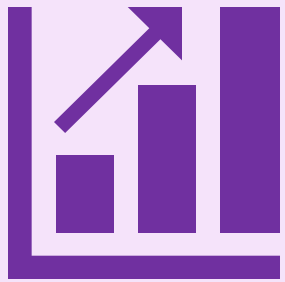




# Vision and Goals



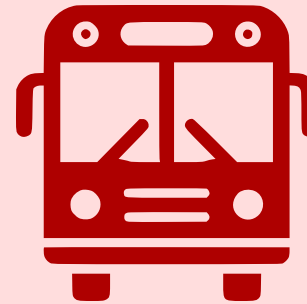
Develop an intentional plan for a cohesive network of transit services that supports growth, promotes equity, enhances quality of life, and facilitates opportunity across Central Oklahoma.



*Provide communities  
with meaningful  
access to transit*



*Create a compelling,  
reliable rider  
experience*



*Offer competitive  
service options*



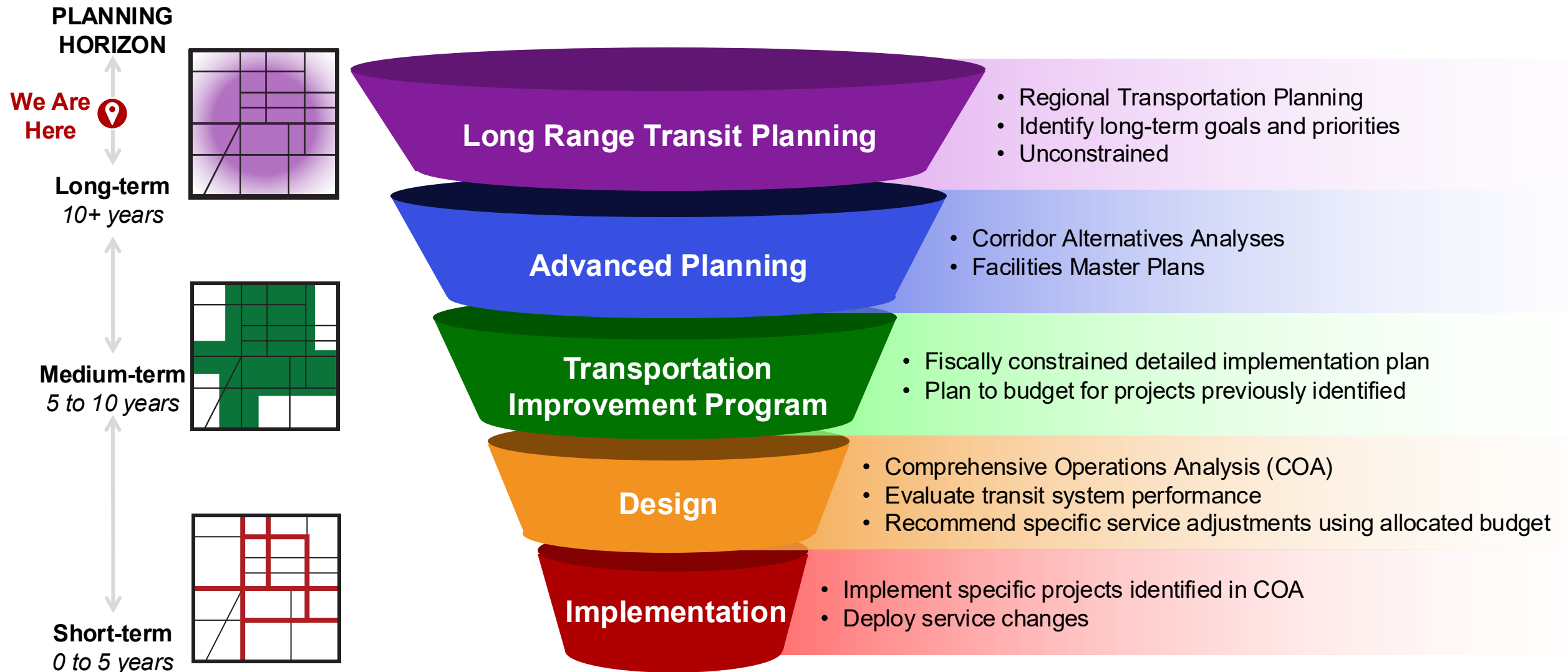
*Utilize resources  
effectively*



# Project Schedule












# Draft Transit Vision





# What is the Draft Transit Vision?

-  Improvements to service and operations of the local transit network
-  Responds to planned high-capacity transit investments
-  Identifies corridors for improved local service
-  Maximizes potential connections to the high-capacity network
-  Proposes complementary programs to support mobility in the region



# Why is Transit Important?

- **Provides connections** to a regional transportation network
- Offers **affordable options** for people to access jobs and services
- **Addresses congestion** by consolidating vehicle trips
- An affordable alternative to widening roadways





# Study Area

## ACOG Planning Area



**1.3 million  
Residents**



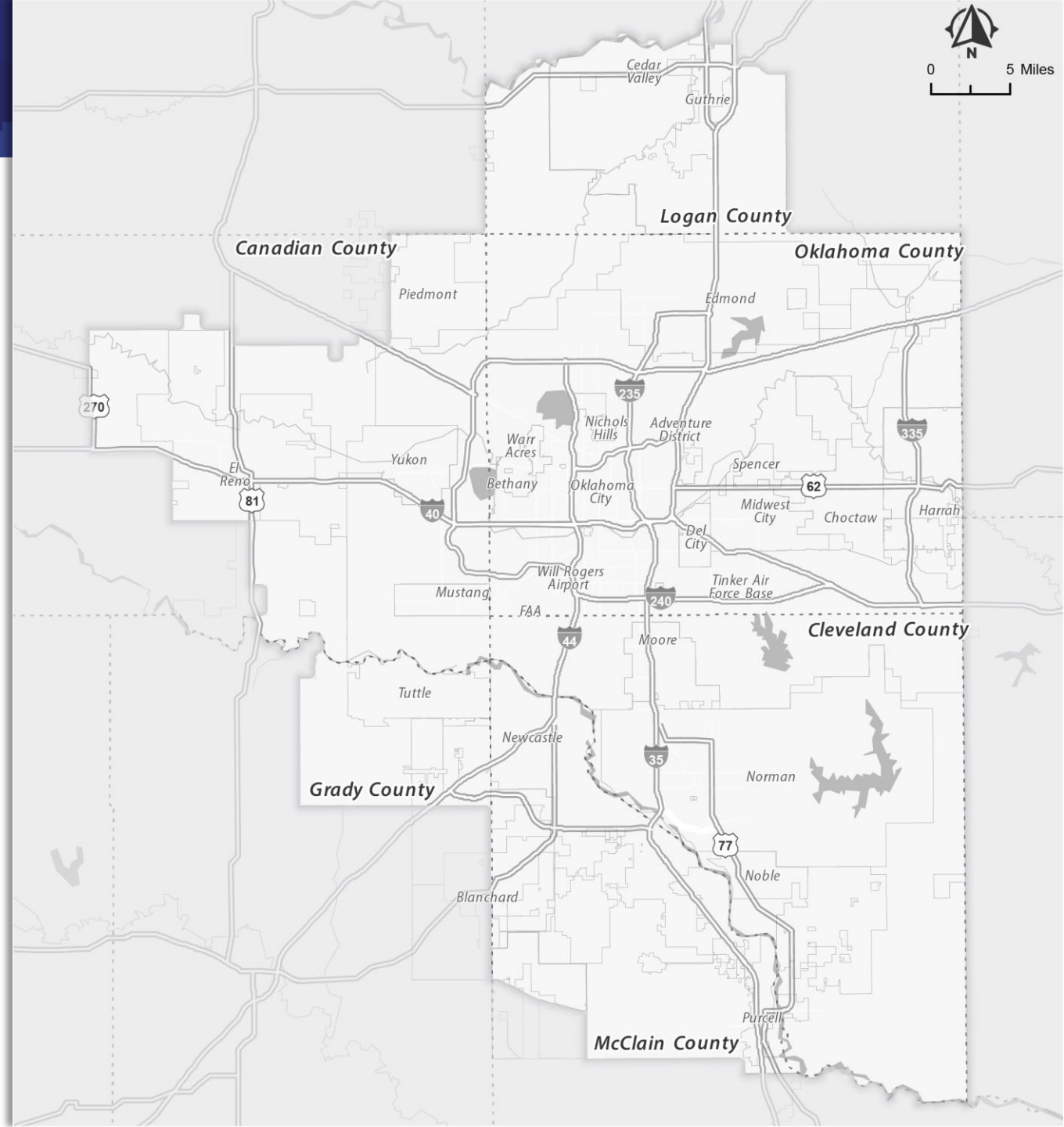
**600,000  
Jobs**



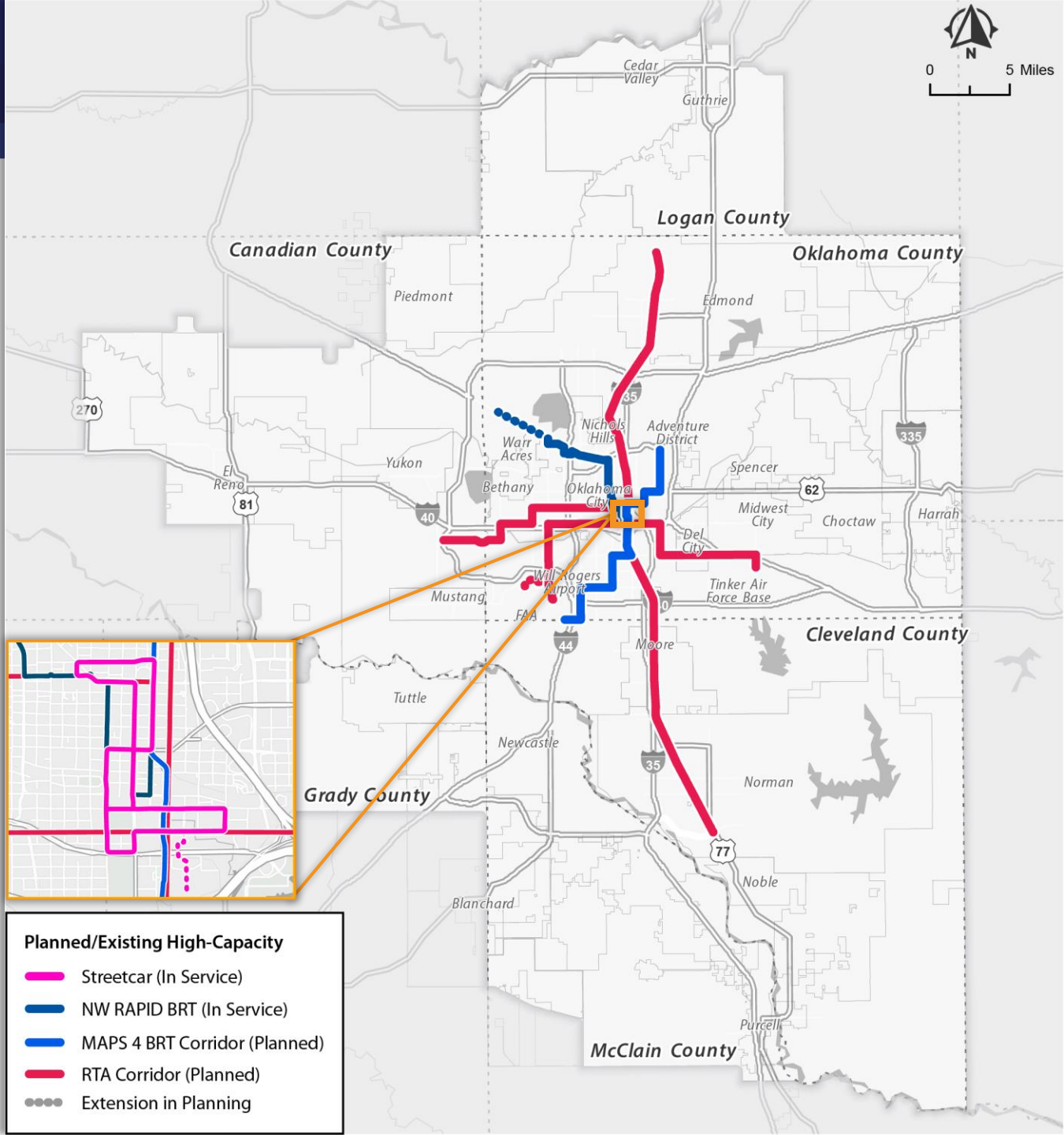
**36 Cities/  
Towns**

## Transit Operators

- EMBARK
- EMBARK Norman (City of Norman)
- Citylink Edmond
- First Capital Trolley

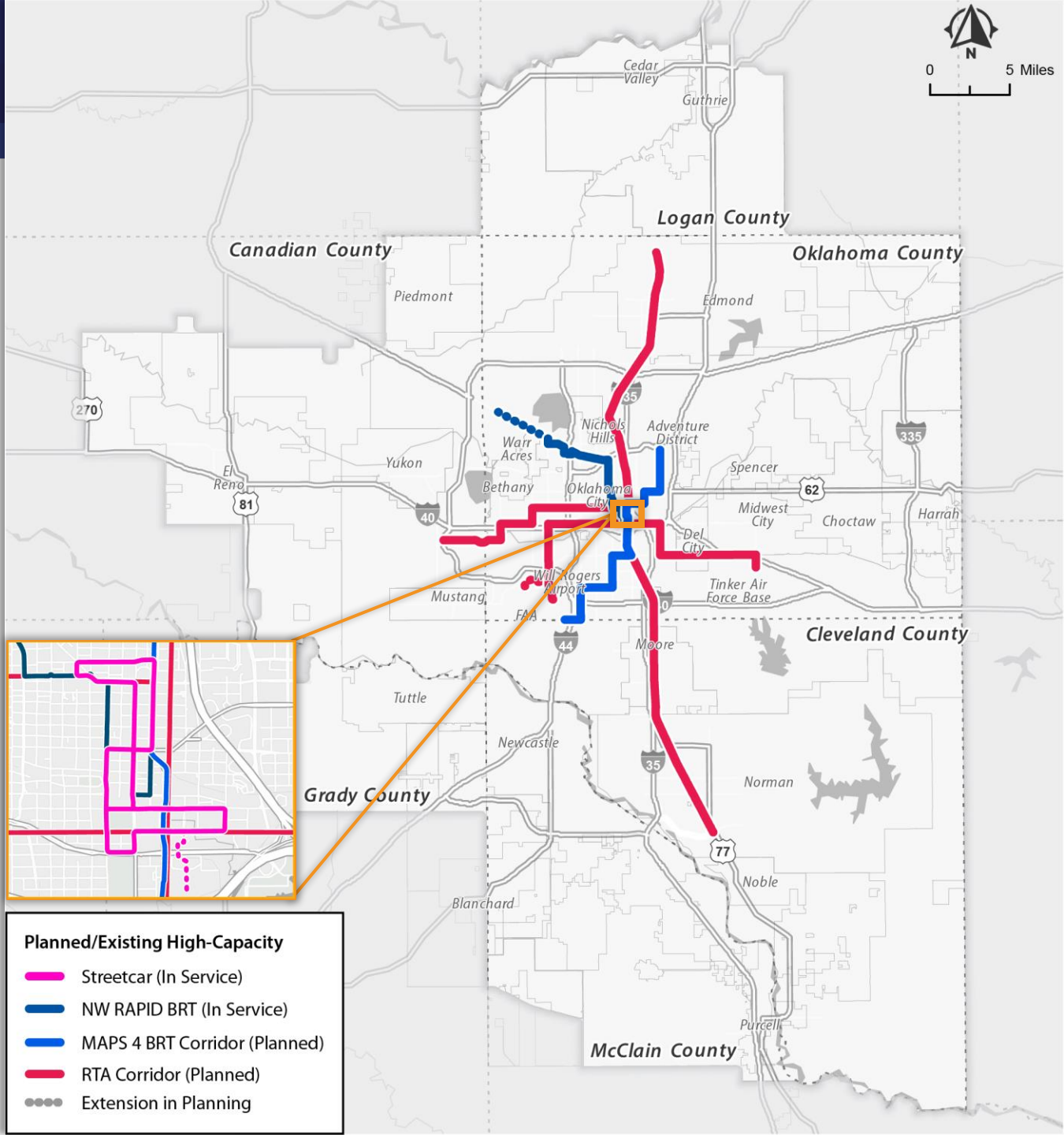






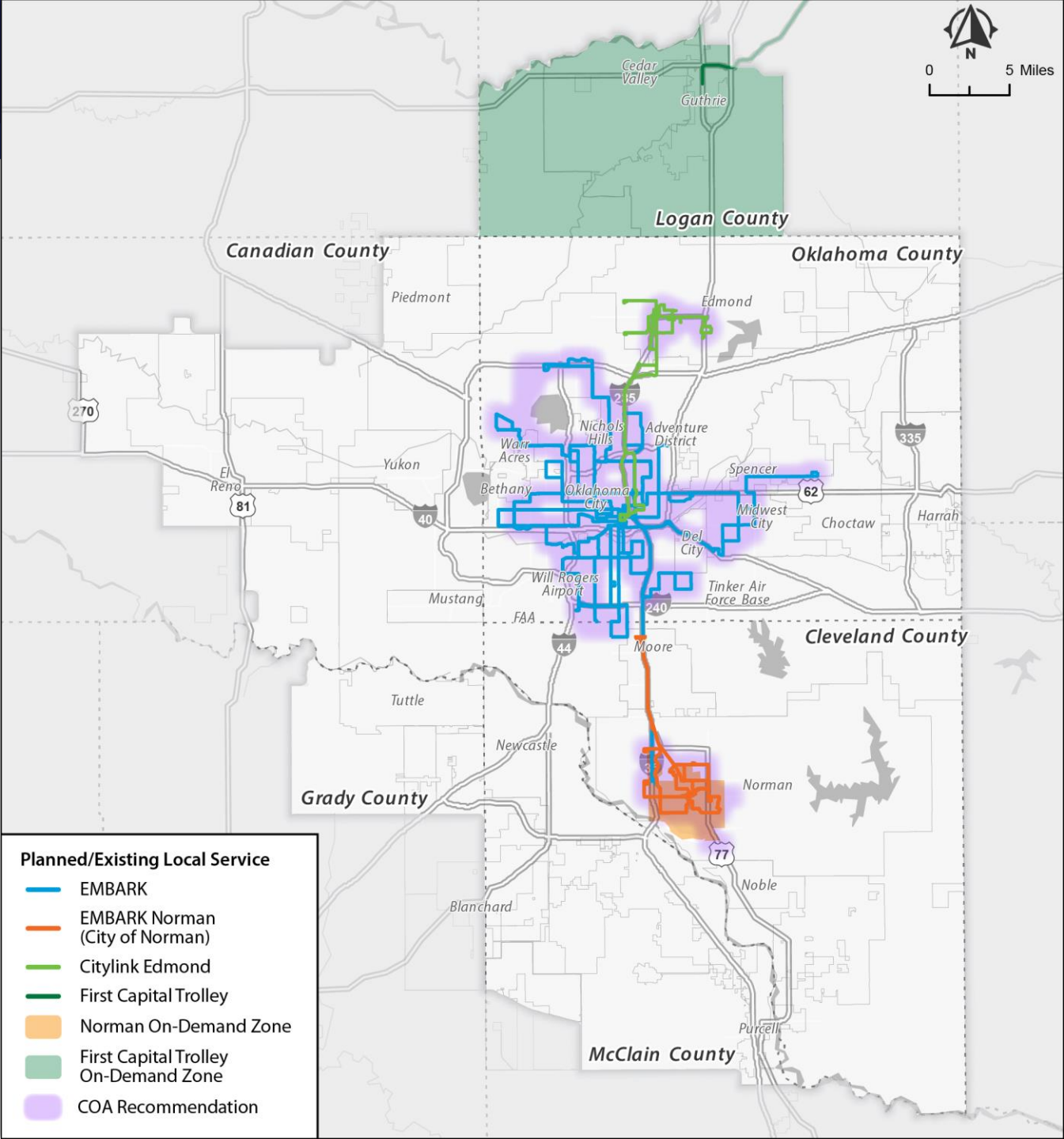
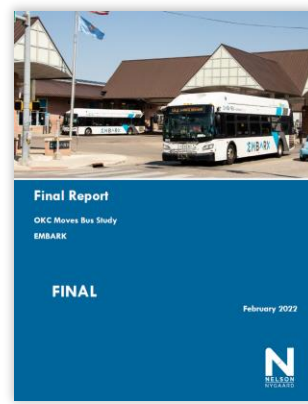
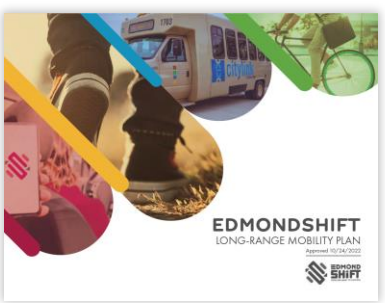
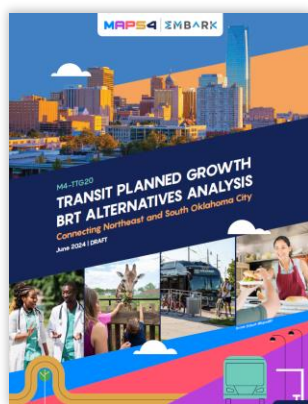
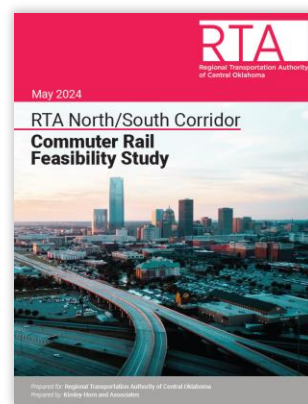
- RAPID Northwest  
(Extension in Planning)
- Streetcar (Extension in Planning)
- MAPS 4 BRT Corridor
- RTA N/S Commuter Rail Corridor
- RTA Airport Corridor
  - FAA Connection
- RTA East Corridor
- RTA West Corridor

- RAPID Northwest  
(Extension in Planning)
- Streetcar (Extension in Planning)
- MAPS 4 BRT Corridor
- RTA N/S Commuter Rail Corridor
- RTA Airport Corridor
  - FAA Connection
- RTA East Corridor
- RTA West Corridor





# Aligning with Previous Planning Efforts





# Aligning with Community Needs

## Assess Phase Engagement Summary



Need to provide better connections at transfer points

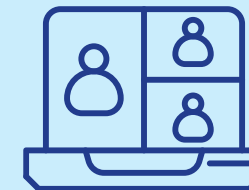
Interest in express service between communities within the region

Desire for increased frequency and longer service windows on weekdays and weekends

General excitement for the future of transit in Central Oklahoma



**19** Board  
/Committee  
Meetings



**1** Virtual Town Hall  
**43** Attendees



**1,800**  
Website  
Views



**20**  
Public  
Comments



Factsheets, Social Media,  
Website





# Draft Regional Transit Vision

## Guiding Principles



Improve  
Network  
Connections



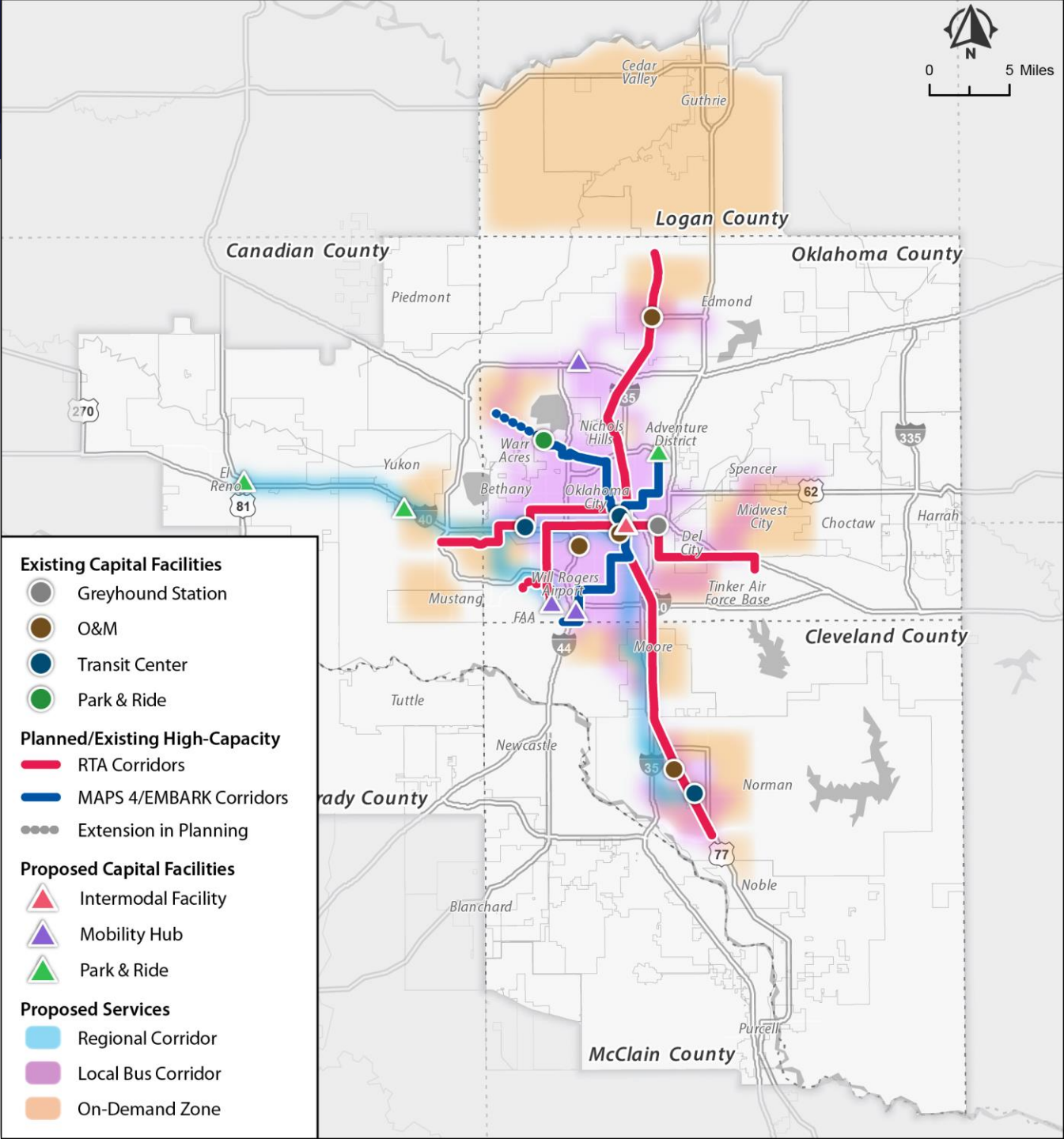
Connect to  
High-Capacity  
Investments



Higher Frequency  
Service



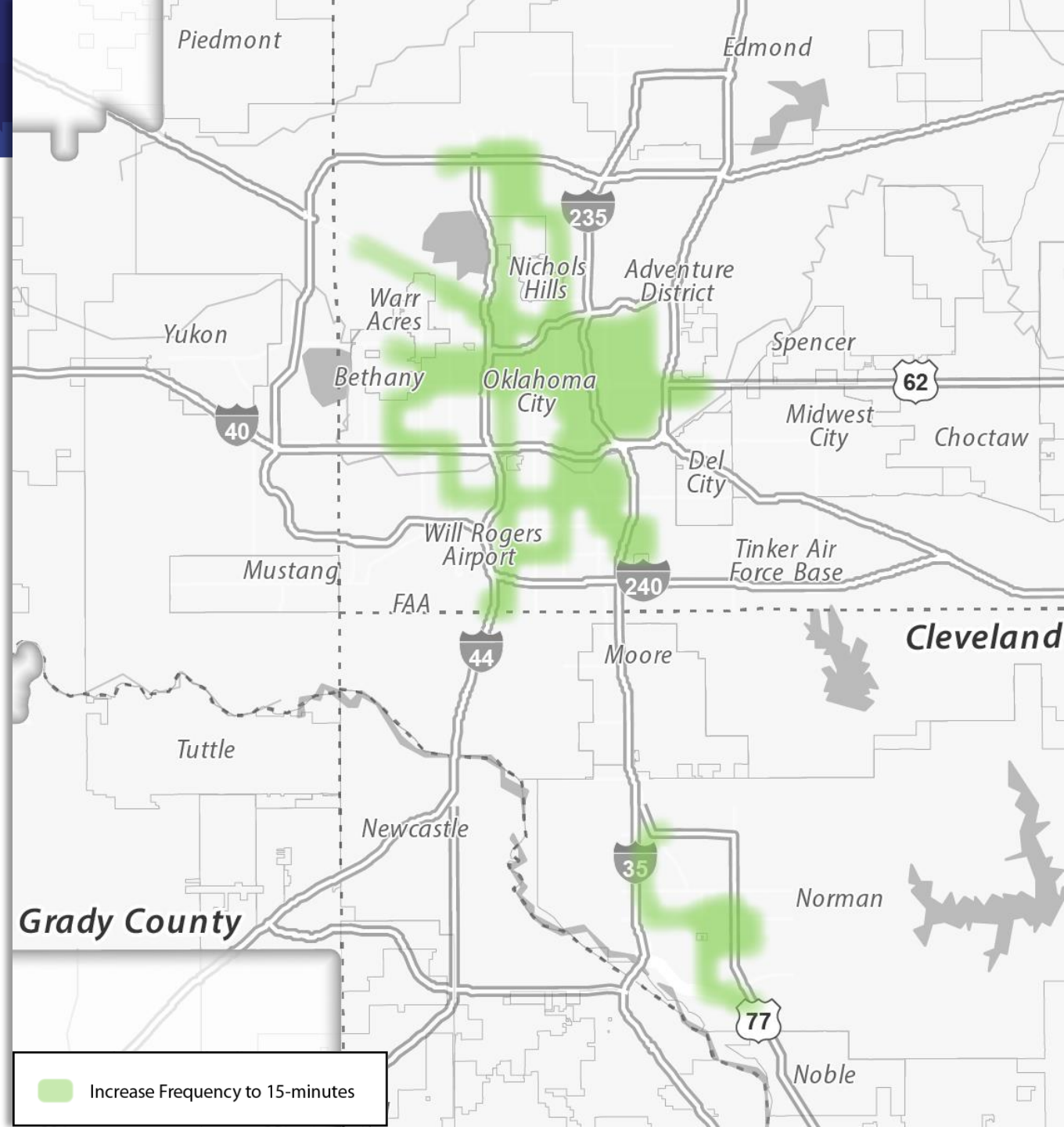
Complementary  
Programs





# Higher Frequency Service

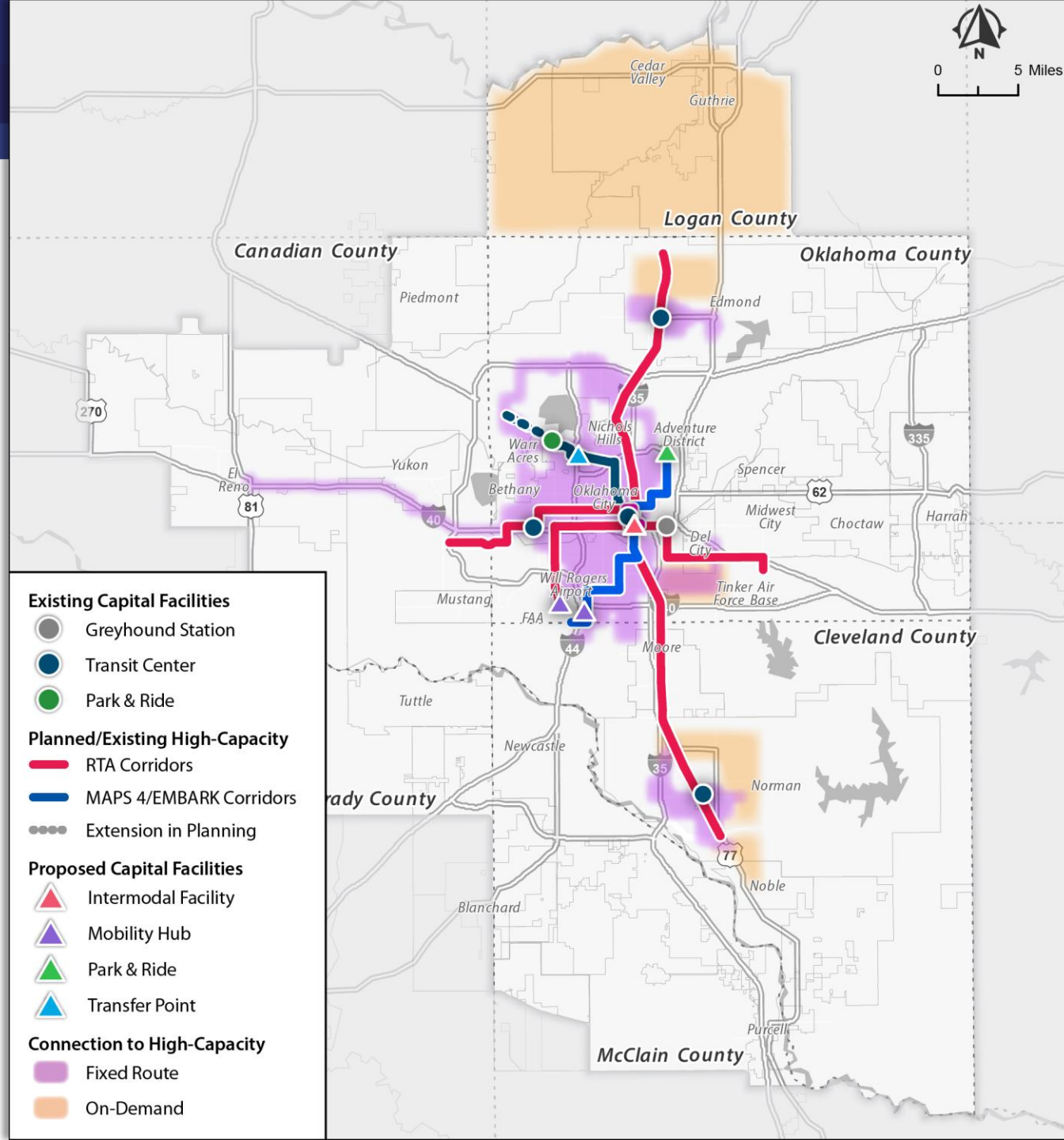
- Allow riders **more flexibility for different trip types** throughout the day
- Decrease transfer wait times with **more frequent service**





# Connect to High-Capacity Investments

- New routes to provide **connections to areas with transit needs**
- Mobility hubs to **support high-capacity transfers**
- On-demand services to **connect users to high-capacity transit stations**

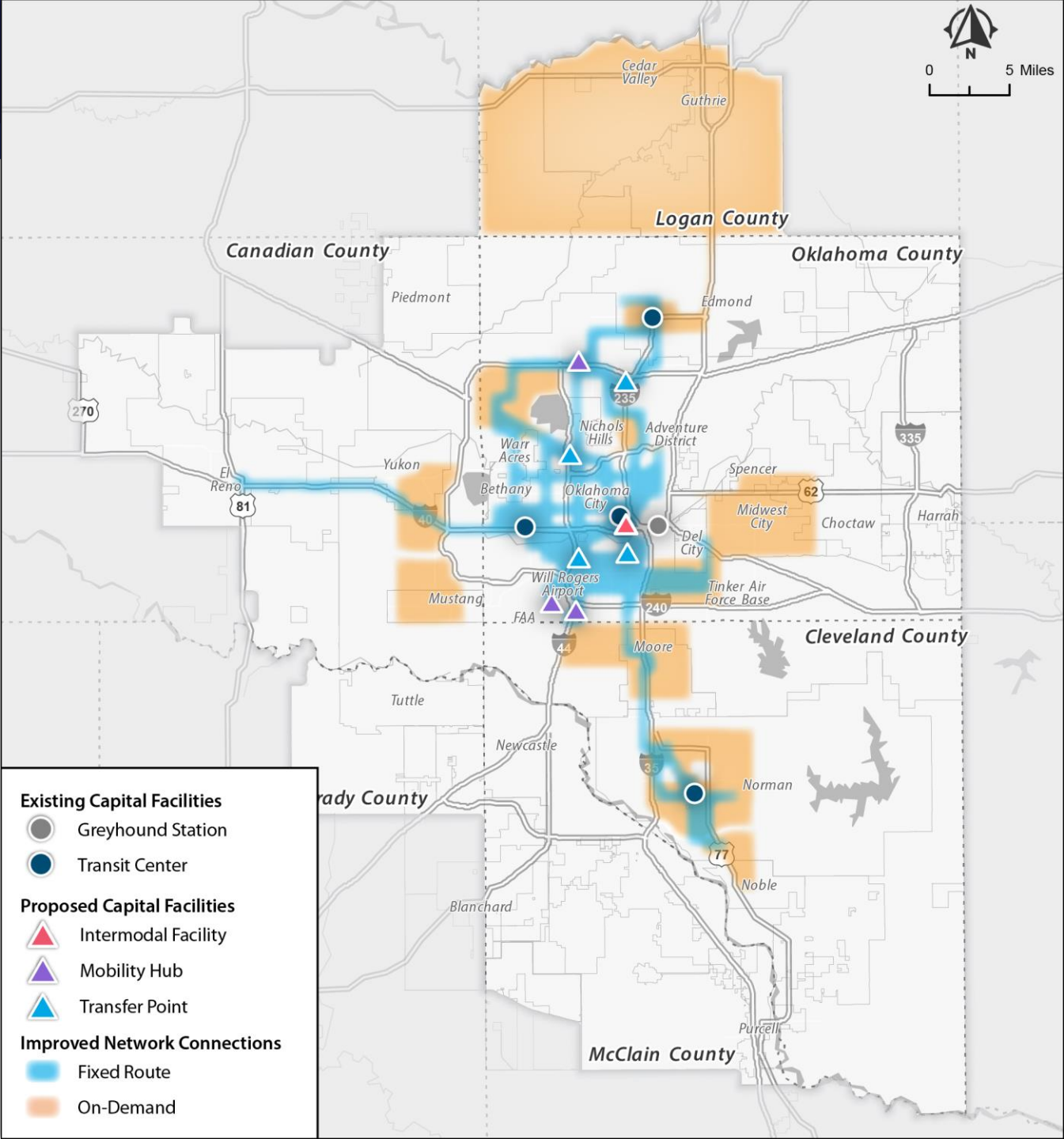






# Improve Network Connections

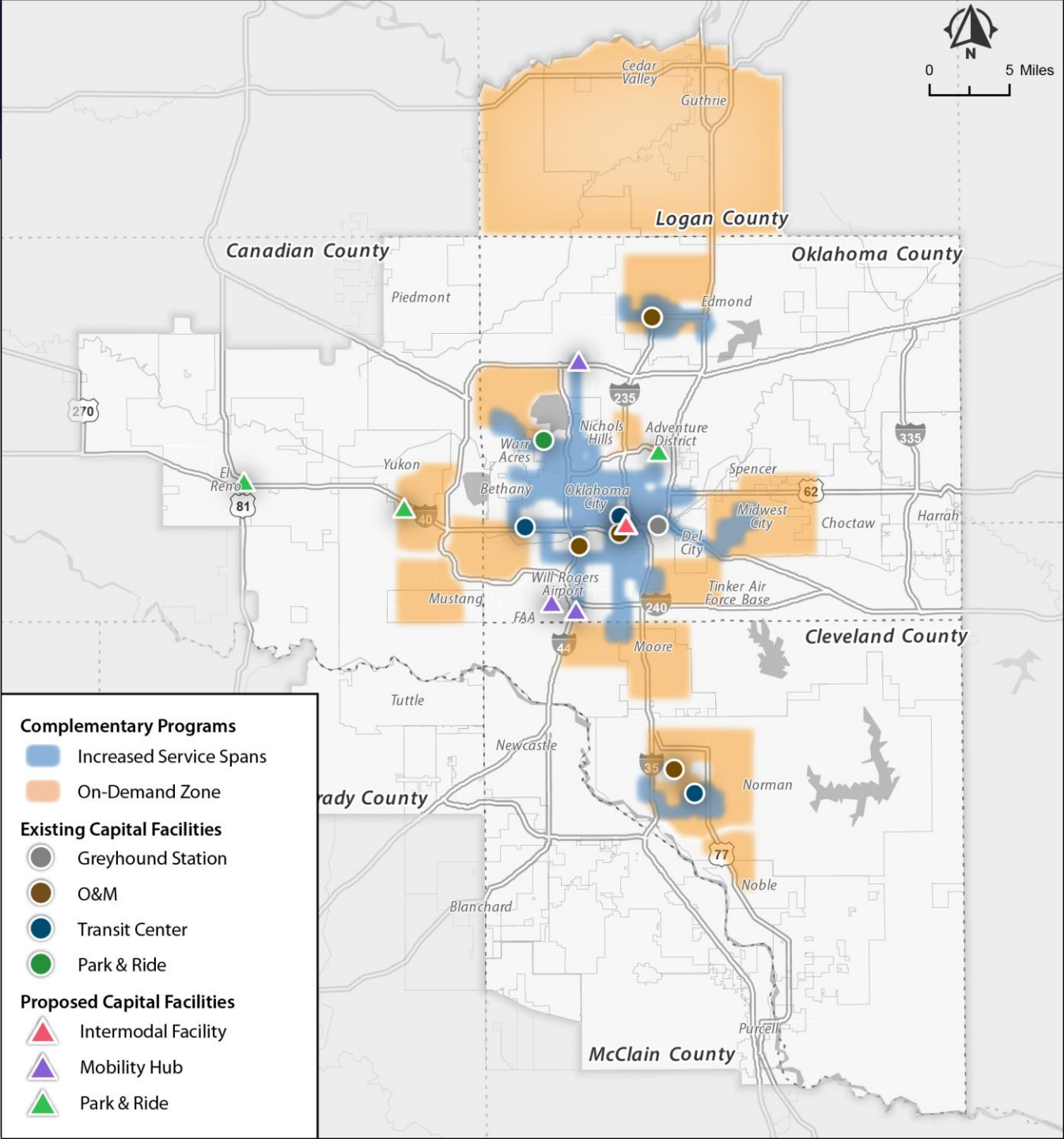
- Modifying route alignments to provide **better service to more areas**
- Adding new crosstown routes for **more direct trips**
- Providing **better connections** at transfer points





# Complementary Programs

- Mobility Hubs to provide **amenities for passengers** and **connectivity to transfer** from one type of transit to another
- Park & Ride to **provide flexible options** to connect to the transit system
- On-Demand zones to **support first/last mile connections** and short trips





# Draft Regional Transit Vision

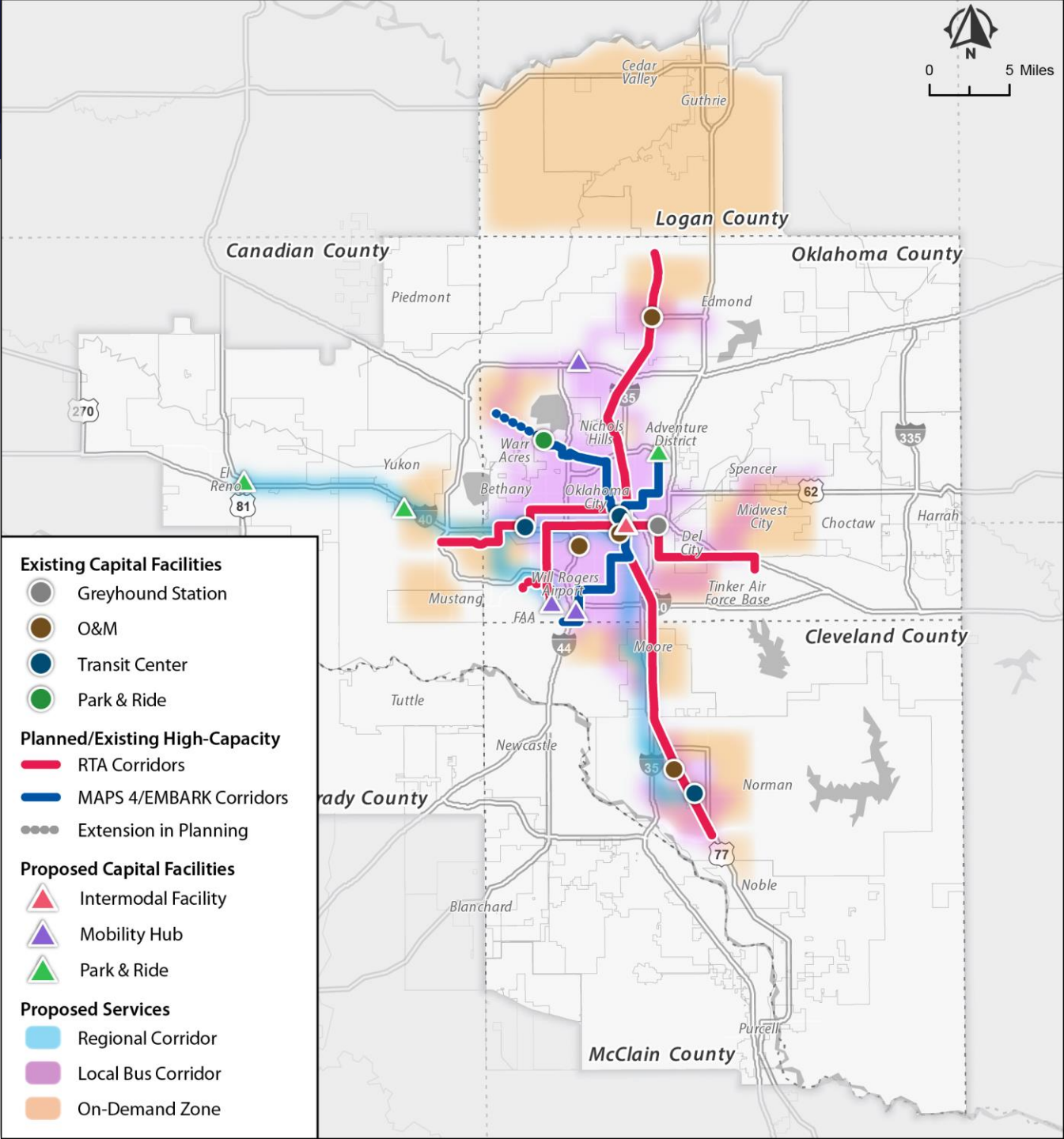
**15**  
*High Frequency Routes*

**25**  
*Routes with Service Enhancements*

**15**  
*On-Demand Zones*

**23**  
*New Routes*

**16+**  
*Capital Facilities (Park and Rides, Intermodal Station, Transit Centers)*







# Draft Regional Transit Vision

## Oklahoma City

13

High Frequency  
Routes

13

Routes with Service  
Enhancements

8

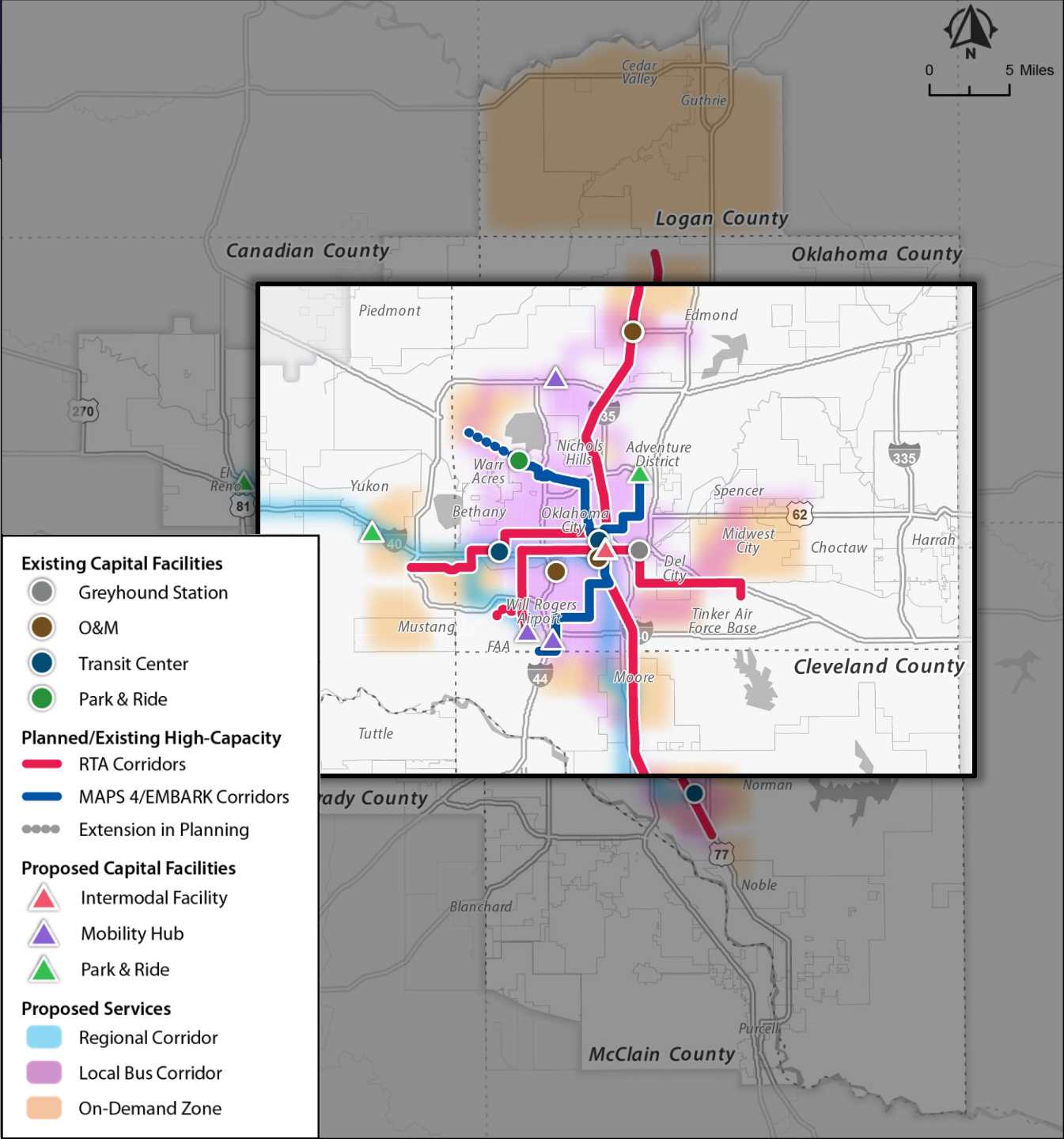
On-Demand Zones

17

New Routes

11+

Capital Facilities (Park and Rides,  
Intermodal Station, Transit Centers)





# Draft Regional Transit Vision

## City of Norman

2

High Frequency Routes

4

Routes with Service Enhancements

3

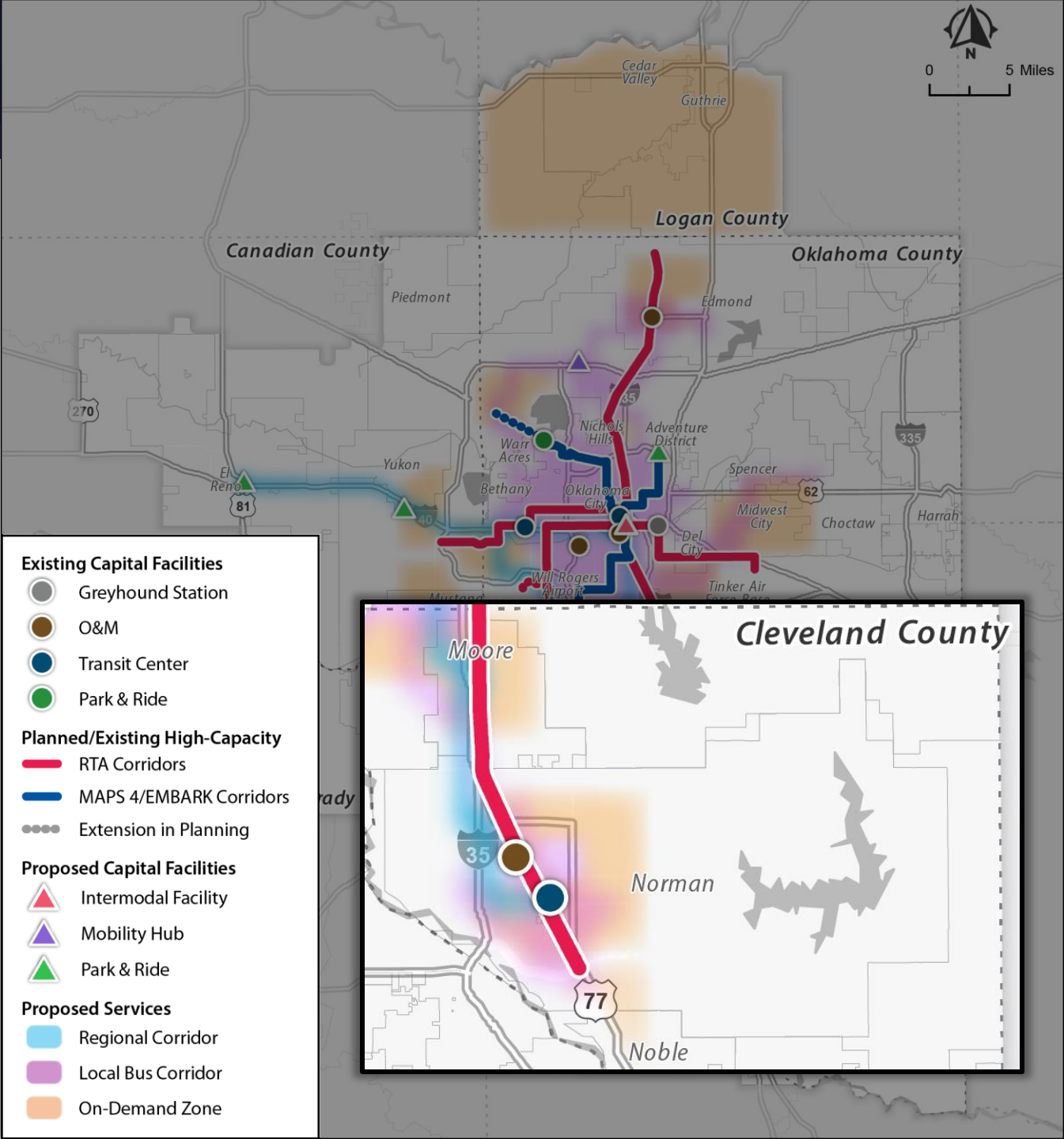
On-Demand Zones

5

New Routes

2+

Capital Facilities (Park and Rides, Intermodal Station, Transit Centers)







# Draft Regional Transit Vision

## City of Edmond

1

High-Capacity Route

4

Routes with Service Enhancements

2

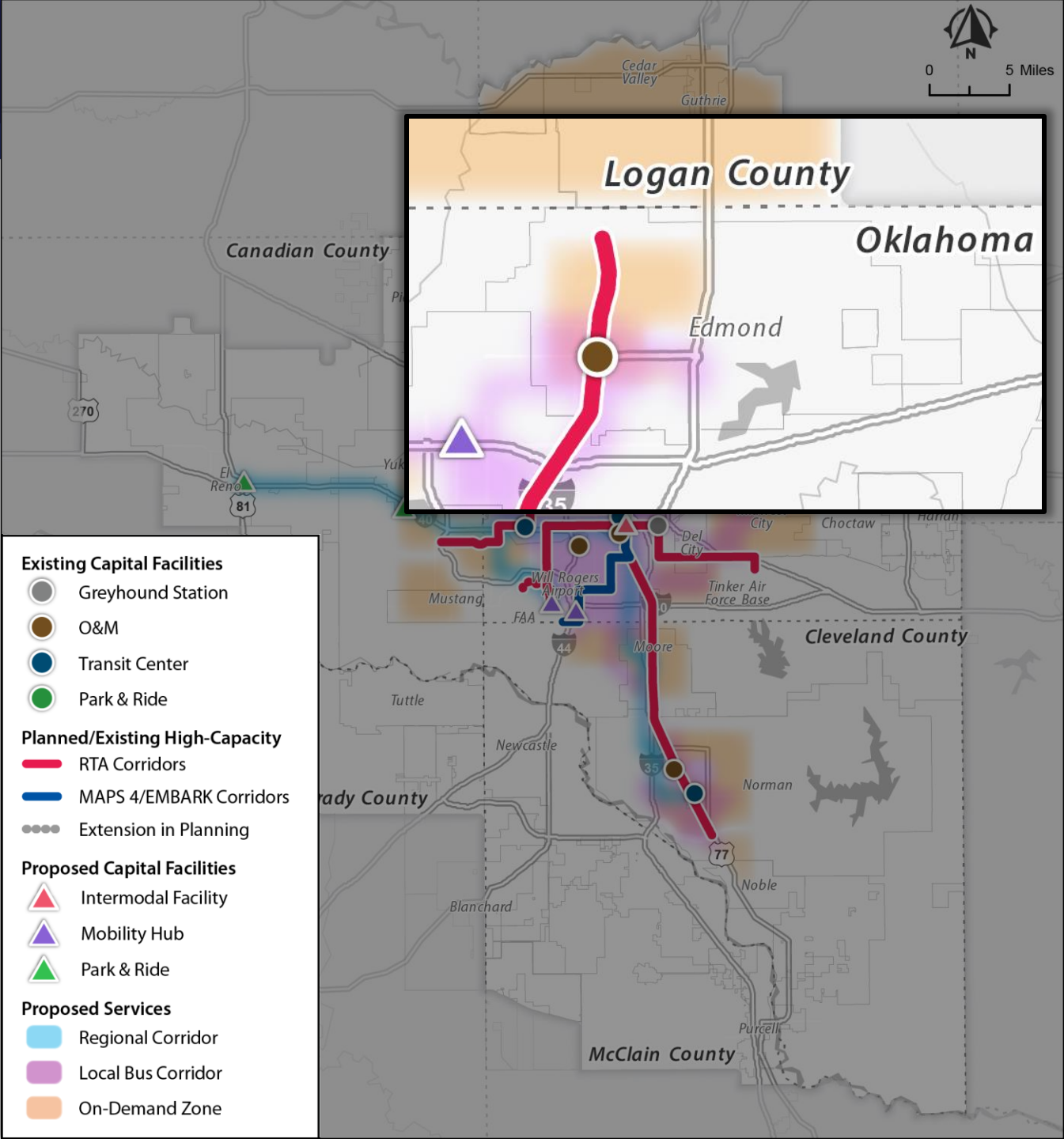
On-Demand Zones

4

New Routes

1+

Capital Facilities (Park and Rides, Intermodal Station, Transit Centers)





# Get Involved!

## Virtual Town Hall

*July 9<sup>th</sup>, 2025*

*11:30 AM – 12:30 PM*

*Learn about the Central Oklahoma  
Draft Transit Vision and help us  
shape the future of transit!*

**Learn more** at  
[www.ConnectCentralOK.com](http://www.ConnectCentralOK.com)

## Draft Transit Vision Story Map



*Review the Draft Transit Vision and  
provide feedback!*



# Q & A





TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Enter into Executive Session on advice of the Municipal Counselor to discuss the purchase or appraisal of real property and to confer on matters pertaining to economic development including the transfer of property, as public disclosure of the matter discussed would interfere with the development of products or services regarding the Board's strategy and approach for the acquisition of certain real property from BNSF for the commuter rail operation, as authorized by 25 O.S. (2021 Supp.) §§ 307 (B) (3) and (C) (11).

**Background** It is the recommendation that the Chairperson and the Board of Directors retire into executive session to receive confidential consultant reports relating to ongoing negotiations with BNSF.

Recommendation: Enter into executive session.

Jason Ferbrache  
Interim Executive Director