

BOARD OF DIRECTORS MEETING AGENDA

### REGULAR MEETING WEDNESDAY, MAY 15, 2024 2:30 P.M.

#### ARTS DISTRICT PARKING GARAGE

LARGE CONFERENCE ROOM

431 West Main Street, Suite B

Oklahoma City, OK, 73102

### DIRECTORS:

City of Edmond	James Boggs, Treasurer
City of Edmond	Jim Gebhart
City of Norman	Marion Hutchison, Vice Chairperson
City of Norman	Chuck Thompson
City of Oklahoma City	Brad Henry, Chairperson
City of Oklahoma City	Mary Mélon-Tully, Secretary
City of Oklahoma City	Aaron Curry

#### **Regional Transportation Authority of Central Oklahoma**

#### MEETING INFORMATION

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 <u>www.rtaok.org</u>, 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 are as effective as communications with others. Anyone with a disability who requires accommodations, 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 meeting 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: <u>info@rtaok.org.</u> 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 <u>www.rtaok.org</u>

#### MAY 15, 2024

#### 2:30 p.m.

### 431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK REGULAR MEETING

- 1. Call to Order Brad Henry, RTA Board Chairperson
- 2. Roll Call Brad Henry, RTA Board Chairperson
- 3. Consider Approval of Minutes
  - A. April 17, 2024 Regional Transportation Authority Meeting
- 4. Executive Director Reports Jason Ferbrache, Interim Executive Director
- 5. Committee Reports Board of Directors
  - A. Vehicle Review Committee
- 6. Owner's Representative Report Kathryn Holmes, Holmes & Associates LLC
- 7. Receive Financial Reports and Ratify and Approve Claims
  - A. Period of April 1, 2024 through April 30, 2024
- 8. Consider a Resolution adopting the Regional Transportation Authority of Central Oklahoma board member guidelines to property acquisition.
- 9. Consider approving Request for Proposals for Branding and Marketing Services (RTA 24-001); and authorize the Interim Executive Director to advertise.
- 10. Consider approving Amended and Restated Professional Services Agreement with Holmes and Associates, LLC, extending the term of the agreement from July 1, 2024 to June 30, 2026, estimated Fiscal Year 2025 not to exceed amount of \$700,000.
- 11. Fiscal Year 2025 Budget
  - A. Public Hearing; and
  - B. Consider a Resolution adopting the Fiscal Year 2025 Budget; and directing the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture.
- 12. Project Update: Alternatives Analysis Update on the West and Airport Corridors Liz Scanlon, Kimley Horn
- 13. Project Update: Santa Fe Intermodal Hub Study Liz Scanlon, Kimley Horn



### BOARD OF DIRECTORS MEETING AGENDA

- 14. Presentation of the MAPS 4 BRT Project Kimley Horn
- 15. Public Comments Brad Henry, RTA Board Chairperson
- 16. 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.

17. Adjournment



### BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:31 p.m. on Wednesday, April 17, 2024 at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on April 15, 2024 at 10:46 a.m.

#### **RTA Board of Directors Present**

Marion Hutchison, Vice Chairperson Mary Mélon-Tully, Secretary Chuck Thompson, Director Aaron Curry, Director

#### **RTA Board of Directors Absent**

Jim Gebhart, Director Brad Henry, Chairperson James Boggs, Treasurer

#### Administrative Support Staff Present

Jason Ferbrache, Interim Executive Director Chris Hall, Legal Counsel Suzanne Wickenkamp, RTA Admin Support Christina Hankins, RTA Admin Support

#### **Guests Present**

John Dames, Jacobs Engineering Scott Young, Jacobs Engineering Amanda Carpenter, Attorney Justin Henry, OKC Planning Bart Vleugels, ODOT Tahirih Johnson, ODC/CAP William Ginn, ODC/CAP

#### **Consultants Present**

Kathryn Holmes, Holmes & Assoc. Daniel Murphy, Kimley Horn Entity City of Norman City of Oklahoma City City of Norman City of Oklahoma Citv

City of Edmond City of Oklahoma City City of Edmond

Linsey Nunn, OKC Finance Lee Nichols, Halff Laura Davis, HNTB Trent Elmore, Resident Derek Sparks, OKC Chamber Walter Jacques, Del City Resident Larry Hopper, OKC Resident

### APRIL 17, 2024 2:30 p.m. 431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK REGULAR MEETING

1. Call to Order – 2:31 p.m.

Chairperson Brad Henry called the meeting to order at 2:31 p.m.

2. Roll Call – Brad Henry, RTA Board Chairperson

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

- 3. Consider Approval of Minutes
  - A. January 17, 2024 Regional Transportation Authority Meeting

APPROVED: Moved by, Mélon-Tully seconded by Hutchison. AYES: Hutchison, Thompson, Henry, Mélon-Tully. NAYS: None.

B. February 21, 2024 Regional Transportation Authority Meeting

APPROVED: Moved by, Mélon-Tully seconded by Hutchison. AYES: Hutchison, Thompson, Henry, Mélon-Tully. NAYS: None.

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

Interim Executive Director Ferbrache stated that the FY25 Budget was introduced to the Board at the February meeting and today the Board will receive a presentation on the Budget. In May, the Budget will be brought back for a Public Hearing and after that, the Board can approve the FY25 Budget.

Christina Hankins, RTA Admin Support, gave a PowerPoint presentation of the FY25 Budget.

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

Kathryn Holmes, Owner's Representative, stated that Interim Executive Director Ferbrache and I will be meeting with BNSF in Ft. Worth next week to keep advancing the project, with the expectation that definitive agreements will be done in the next calendar year. The Vehicle Review Committee have plans to travel to Sacramento to see potential vehicle options.

- 6. Receive Financial Reports and Ratify and Approve Claims
  - A. Period of February 1, 2024 through February 29, 2024

### RECEIVED, RATIFIED and APPROVED: Moved by Thompson, seconded by Mélon-Tully. AYES: Hutchison, Thompson, Henry, Mélon-Tully. NAYS: None.

B. Period of March 1, 2004 through March 31, 2024

### RECEIVED, RATIFIED and APPROVED: Moved by Thompson, seconded by Mélon-Tully. AYES: Hutchison, Thompson, Henry, Mélon-Tully. NAYS: None.

7. Consider adopting a Resolution setting a public hearing on May 15, 2024, as per the Trust Agreement and Indenture (2022), Section 11.2 Annual Budget, to receive public comments regarding the Fiscal Year 2025 Budget; and authorize the Interim Executive Director to publish the Notice of Public Hearing (Attachment "A") at least seven days prior to the May 15, 2024 public hearing

### ADOPTED: Moved by Hutchison, seconded by Mélon-Tully. AYES: Hutchison, Thompson, Henry, Mélon-Tully. NAYS: None.

8. Consider adopting a resolution of intent to purchase from each member city real property necessary for the implementation of a high-capacity commuter rail line following the approval of a dedicated sales tax approved by voters within the Regional Transportation Authority of Central Oklahoma district.

### ADOPTED: Moved by Hutchison, seconded by Mélon-Tully. AYES: Hutchison, Thompson, Henry, Mélon-Tully. NAYS: None.

9. Public Comments – Brad Henry, RTA Board Chairperson

Walter Jacques, Del City Resident, stated that he has been a Public Transportation advocate for over 30 years and has concerns about the placement of the new jail facility in Del City and the stress that that has put on the relationship between Del City and the City of Oklahoma City, and the impact that it could have on future participation of Del City in the RTA.

Chairperson Hutchison stated that Midwest City and Del City were originally part of the RTA and both decided to pull out of the RTA.

10. New Business – Brad Henry, RTA Board Chairperson

None.

11. Adjournment 3:11 p.m.

**APPROVED** by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, on this **15th** day of **May 2024**.

ATTEST: Mary Mélon-Tully, Secretary, Monthly of Central Oklanoma, on this 15th day of May 2024. Mary Mélon-Tully, Secretary, Monthly Brad Henry, Chairperson

Date	Vendor	Description	Invoice No.		Cost		Total
5/1/2024	Holmes & Associates LLC	Consultant Fees - Labor Cost Reimbursement RTA	524 524	\$ \$	39,360.00 2,987.65		
3/31/2024	Kimley-Horn	AA Undato Voor 4				\$	42,347.6
5/5 1/2024	Rinley-nom	AA Update - Year 4 Task 1 - Project Management	27858697	¢	5,670.00		
		Task 4 - AA Process	27858697	\$ \$	5,870.00 14,817.50		
		Task 5 - Station Area Analysis	27858697	э \$	5,472.50		
		Task 5.2 - Santa Fe Intermodal Hub Study	27858697	φ \$	7,775.00		
		Task 6 - Rail Ops Planning	27858697	φ \$	13,110.00		
		Public Engagement	27858697	ф \$	812.50		
		Expenses	27858697	φ \$	2,025.86		
		Expenses	21030031	Ψ	2,025.00	\$	49,683.30
3/31/2024	Kimley-Horn	EDEI Project				φ	49,003.30
	· · · · · · · · · · · · · · · · · · ·	Project Management	196742000-0324	\$	8,117.50		
		Project Participation	196742000-0324		2,755.00		
		Alternatives Analysis	196742000-0324		35,603.25		
		· · · · · · · · · · · · · · · · · · ·		Ψ	NAME OF TAXABLE PARTY.	\$	46,475.75
5/2/2024	Jacobs Engineering Group, Inc.	On-Call Engineering Services -Task Order No. 4				¥	-10,-110.110
	0 0 1,	Professional Services	WFXS1104-02	\$	5,500.00		
				Ŧ	the second s	\$	5,500.00
F 14 1000 4		Social network intelligence, analysis, and				•	0,000100
5/1/2024	Alphavu	reporting - April 2024 Services Retainer	2005	\$	9,250.00		
				·	and the second se	\$	9,250.00
						•	-,
4/25/2024	Regional Economic Advisors	Task Order #1 - Payment 9 of 13	April	\$	4,545.45		
						\$	4,545.45
5/13/2024	Insurica	D&O Liability		\$	3,790.00		
5/1/2024	СОТРА	Admin Convision Fac	04.444	•	0 440 00	\$	3,790.00
5/1/2024	COTFA	Admin Services Fee Reimbursement for Printing	24-111 24-111	\$ ¢	2,449.00		
		Reinburgement for Finding	24-111	\$	23.00	\$	2,472.00
		Total Claims				\$	164,064.21

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

APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Treasurer and Chairman on this 15th day of May 2024.

TREASURER:

XL\_\_\_\_\_ James P/Boggs

ATTEST:

Marv Melon

REGIONAL TRANSPORTATION AUTRORITY OF CENTRAL OKLAHØMA Brad Henry, Chairperson

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### 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

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

### Invoice #524

May 1, 2024

#### Client

RTA

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

Date	Biller	Description	Hours/Qty	Rate	Amount
4/01– 4/30/2024	KAH	RTA - TIME: Time billed by K Holmes for the period 4/01/2024 to 4/30/2024	75.00	410.00	\$30,750.00
4/01– 4/30/2024	КАН	RTA - TIME: Travel time billed by K Holmes for the period 4/01/2024 to 4/30/2024	d 42.00	205.00	8,610.00
4/01– 4/30/2024	КАН	RTA – COSTS: Total costs incurred by KAH			\$2,987.65
make checks	e your business. payable to "Hol LC." Thank you	mes &	voice Balanc	e Due	\$42,347.65

# Kimley »Horn\_\_\_\_\_

Please remit payment e	lectronically to:	If paying by check, please remit to:
Account Name: Bank Name and Address: Account Number: ABA#: Please send remittance information to:	KIMLEY-HORN AND ASSOCIATES, INC. WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 2073089159554 121000248 payments@kimley-horn.com	KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 913221 DENVER, CO 80291-3221

RTA OF CENTRAL OK ATTN: JASON FERBRACHE 2000 S. MAY AVENUE OKLAHOMA CITY, OK 73108

Federal Tax Id: 56-0885615 For Services Rendered through Mar 31, 2024 
 Invoice No:
 27858697

 Invoice Date:
 Mar 31, 2024

 Invoice Amount:
 \$49,683.36

Project No: 197385001.C Project Name: RTA OK AA/NEPA STUDY Project Manager: SCANLON, LIZ

**Client Reference:** 

#### **COST PLUS MAX**

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due	
ALTERNATIVES ANALYSIS	131,419.00	52.32%	68,752.50	53,935.00	14,817.50	
EXPENSES	17,000.00	26.74%	4,546.19	2,520.33	2,025.86	
OFFICE EXPENSE	0.00		0.00	0.00	0.00	
PROJECT MANAGEMENT	193,941.00	34.59%	67,087.50	61,417.50	5,670.00	
PUBLIC ENGAGEMENT	57,476.00	3.42%	1,965.00	1,152.50	812.50	
RAIL OPERATIONS PLAN	117,776.00	79.25%	93,336.91	80,226.91	13,110.00	
SANTE FE IMHS	84,661.00	99.99%	84,650.00	76,875.00	7,775.00	
STATION AREA ANALYSIS	54,123.00	99.77%	54,000.00	48,527.50	5,472.50	
SUBCONSULTANT MARKUP	2,625.00	0.00%	0.00	0.00	0.00	
TRAVEL DEMAND/RIDERSHIP	77,316.00	36.44%	28,175.00	28,175.00	0.00	
Subtotal	736,337.00	54.66%	402,513.10	352,829.74	49,683.36	
Total COST PLUS MAX	Total COST PLUS MAX 49,683.36					

Total Invoice: \$49,683.36

# Kimley»Horn\_\_\_\_\_

Please remit payment e	lectronically to:	If paying by check, please remit to:
Account Name: Bank Name and Address: Account Number: ABA#: Please send remittance information to:	KIMLEY-HORN AND ASSOCIATES, INC. WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163 2073089159554 121000248 payments@kimley-horn.com	KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 913221 DENVER, CO 80291-3221

RTA OF CENTRAL OK ATTN: JASON FERBRACHE 2000 S. MAY AVENUE OKLAHOMA CITY, OK 73108

Federal Tax Id: 56-0885615 For Services Rendered through Mar 31, 2024 
 Invoice No:
 196742000-0324

 Invoice Date:
 Mar 31, 2024

 Invoice Amount:
 \$46,475.75

Project No: 196742000 Project Name: RTA - WEST AND AIRPORT AA Project Manager: SCANLON, LIZ

**Client Reference:** 

#### COST PLUS MAX

KHA Ref # 196742000.3-27819795

Total COST PLUS MAX 46,475.75					
Subtotal	1,157,160.47	55.07%	637,230.72	590,754.97	46,475.75
ALTERNATIVES ANALYSIS	742,287.47	40.49%	300,576.37	264,973.12	35,603.25
PUBLIC PARTICIPATION	226,776.00	94.49%	214,279.35	211,524.35	2,755.00
PROJECT MANAGEMENT	188,097.00	65.06%	122,375.00	114,257.50	8,117.50
Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due

Total Invoice: \$46,475.75

# **Jacobs**

INVOICE NUMBER:	WFX	S1104-02						INVO	CE DATE:	05/02/24
Bill To: Regional Transportation Authority of Central Oklahoma 2000 S MAY AVENUE OKLAHOMA CITY, OK 73108 Attention: Christina Hankins						C/C 800	t to: COBS ENGINER DBANK OF AMI MARKET STR LOUIS, MO 63	ERICA EET, LO		
Project Number: PO Number: Project Description: Project Manager: Terms: Due Date:	2024 Task	Order No. 4 NG, SCOTT 30						Billing	Period From: To:	03/23/24 04/26/24
Description:	:	Scheduled Value	Percent Complete		Amount Billable		Previous Billed		Current nount Due	
RTA 2023-001 On-Call Engineering Consulting Services – Tas	k Order N	o. 4								
Professional Services TN	1\$	11,635.00	84.42%	\$	9,822.50	\$	4,322.50	\$	5,500.00	
Grand Total	\$	11,635.00	84.42%	\$	9,822.50	\$	4,322.50	\$	5,500.00	_
			TOTAL	AMOUN	IT DUE THIS INVOIO	CE		\$	5,500.00	

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

Status:

4/3/2024 – virtual bi-weekly meeting (RTA, Olsson, Jacobs, BNSF)

4/8/2024 – virtual signals meeting (RTA, DB, Jacobs)

4/17/2024 – virtual signals incoming (RTA, DB, vacobs) 4/17/2024 – virtual bi-weekly meeting (RTA, Olsson, Jacobs, BNSF) 4/23/2024 – in-person BNSF meeting (RTA, Olsson, Jacobs, DB, BNSF)

1100 15th St NW, 4th Floor Washington, DC 20005 (202) 450-6541 scott@alphavu.com www.alphavu.com



BILL TO Christina Hankins Regional Transportation Authority of Central Oklahoma 2000 South May Avenue Oklahoma City, Oklahoma 73108 INVOICE # 2005 DATE 05/01/2024 DUE DATE 05/31/2024 TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Social network intelligence, analysis, and reporting April 2024 ServicesRetainer	1	9,250.00	9,250.00
		_	

BALANCE DUE

\$9,250.00

### **Regional Economic Advisers**

a division of Thorberg Collectorate, Inc.

141 NE 13<sup>th</sup> St, Oklahoma City, OK 73104



Date April 25, 202	4 Kathryn	Holmes, RTA	Amount
·		Representative	¢л ЕЛЕ ЛЕ
-	2000 S Oklahon	May Ave na City, OK 73108	\$4,545.45

#### Instructions

If paying by check, please make it payable to <u>Regional Economic Advisers.</u>

Item Description	Date	Rate	Amount
Monthly Task Order for the month of April 2024	April 25 <sup>th</sup> , 2024	\$4,545.45	\$4,545.45
		SUBTOTAL	\$4,545.45

Thank you!



05/17/2024

Jennifer Vaughn Bailey Special Risks

Tel: 615-264-3977 ext. 21 E-Mail: jvaughn@brsins.com

#### Re: Primary Indication - ACE Municipal Advantage Public Entity Liability Insurance Policy

THIS INDICATION LETTER REPLACES AND SUPERSEDES ALL PREVIOUS INDICATION LETTERS

Named Insured:	Regional Transportation Authority of Central Oklahoma
Insured Address:	2000 S May Ave
Line of Coverage: Type of Submission:	Oklahoma City, OK 73108 ACE Municipal Advantage Public Entity Liability Insurance Policy Renewal of G71527128 005
Insuring Company:	ACE American Insurance Company
Proposed Policy Period:	05/17/2024 – 05/17/2025

Dear Jennifer:

I am pleased to offer the attached indication for Regional Transportation Authority of Central Oklahoma. The commission payable for placement of this business is 20%.

Thank you for considering Westchester as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kathy Townsend Underwriter Westchester - Professional Risk



#### Account: Regional Transportation Authority of Central Oklahoma

The Insurer hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met:

- 1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business on Inception:
  - a. N/A
- 2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of this Binder or the Effective Date of this policy, whichever is later.

#### PREMIUM INDICATION(S):

#### ACE Municipal Advantage Public Entity Liability Terms:

	Limit of Liability Each Claim / Aggregate	Crisis Management Fund	Deductible or SIR Each Claim*	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	TOTAL PREMIUM DUE
1	<mark>\$1,000,000 / 1,000,000</mark>	\$25,000	IA. \$0 IA.2 and IB.\$ 5,000 IC. \$ EXCL	\$3,790	\$0	<mark>\$3,790</mark>

#### Please note the following:

- 1. The policy includes terrorism coverage required by the Terrorism Risk Insurance Act of 2002. The Premium for the coverage is set forth above.
- 2. Please note that, if the policy is bound, as part of the insurance policy, the Insured will have access to EPL Risk Management Services. EPL Risk Management Services is an interactive loss control activity available to Westchester Public Entity Liability policyholders as part of their policies, as part of Westchester Professional Risk loss control services. The activity is available to policyholders at no additional cost, and there is no requirement that policyholders use the program. All communications with the EPL Risk Management Services are strictly confidential and will not be disclosed to the Insurer. Please see the enclosed material for more information about the EPL Risk Management Services

#### Policy Form Number: PF-23535 / PF-23536 (01/08)

Extended Reporting Period: 12 months for 100% of last annual premium

Retro Date: Full Prior Acts

#### The following Endorsements will be added to the basic contract(s):

- 1. Signature Endorsement CC-1K11k (04/22) (admitted)
- 2. Trade or Economic Sanctions Endorsement PF-46422 (07/15)
- 3. Chubb Producer Compensation Practices & Policies ALL-20887a
- 4. Disclosure Notice of Terrorism Insurance Coverage TR-19606e (08/20)



- U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders ILP 001 (01/04)
- 6. Bond Exclusion PF-23541 (01/08)
- 7. Network Security or Privacy Liability Exclusion PF-37210 (02/12)
- 8. False Claims Act Exclusion PF-38981 (01/13)
- 9. Professional Services Exclusion (Financial Services) PF-29064 (03/10)
- 10. EPL Exclusion PF-23548 (0108)
- 11. Public Entity Enhancement Endorsement PF-308205 (10/20)
- 12. Limits of Liability Amended Endt. PF-299861 (04/20)
- 13. OK Amendatory- PF-23606 (09/10)

#### This indication will remain valid until: 05/17/2024

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. For purposes of surplus lines compliance, we require the producer to confirm, upon the binding of this placement, the insured's "home state" as defined in the Nonadmitted and Reinsurance Reform Act of 2010 (NRRA). If the state set forth in "Insured Address" in this quote is the insured's "home state," then no action is required. However, if the insured's "home state" of the that set forth in "Insured Address," then you must notify us in writing prior to placement of the correct "home state" of the insured.

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.



**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 #: 2024-111
Address:	2000 S May Avenue Oklahoma City, OK 73108	Invoice Date: 5/1/24

Invoice For: Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - March 2024	1	\$2,449.00		\$2,449.00
2	Reimbursement for Printing April 2024	1	\$23.00		\$23.00
NOTES: RTA	PO # 2024-002			Invoice Subtotal	\$2,472.00
				Tax Rate	
				Sales Tax	\$0.00
				Other	
				Deposit Received	
Make all che	cks payable to EMBARK			TOTAL	\$2,472.00

### Regional Transportation Authority of Central Oklahoma FY2024 Year End Forecast

Presented May 15, 2024 Prepared by RTA Support Team (unaudited)

OPERATIONS	Act	uals						YTD Actuals	Est. Remaining	Total YE	FY24		
Sources		Jul		Aug	Sep		Oct	Jul-Apr	May-Jun	Forecast	Budget	Variance	Variance %
Local Contributions	\$	348,950	\$	-	\$ 1,856,292	\$	257,375	\$2,462,617	\$0	\$2,462,617	\$2,462,617	\$0	
Total Operations Revenues	\$	348,950	\$	-	\$ 1,856,292	\$	257,375	\$2,462,617	\$0	\$2,462,617	\$2,462,617	\$0	0%
Expenditures	Act	uals						YTD Actuals	Est. Remaining	Total YE	FY24		
Contracts and Services		Jul		Aug	Sep		Oct	Jul-Apr	May-Jun	Forecast	Budget	Variance	Variance %
Professional Services - COTPA Administration	\$	2,449	\$	2,449	\$2,449	\$	2,449	\$24,490	\$4,892	\$29,382	\$29,382	\$0	
Professional Services - Holmes & Associates	\$	35,539	\$	25,848	\$36,381	\$	23,473	\$405,556	\$92,348	\$497,903	\$600,000	\$102,097	
Professional Services - Kimley Horn (1)	\$	31,431	\$	47.184	\$63,191	s	17,885	\$488,038	\$98,752	\$586,790	\$724,638	\$137,848	
Professional Services - On-Call Engineering Consultant	ŝ	-	\$	-	\$0	\$	-	\$54,983	\$29,839	\$84,822	\$100,000	\$15,178	
Transfer to Grant Activity for Local Grant Match (2)	\$	21.088	\$	25.604	\$33,654	s	36.593	\$219.335	\$87.628	\$306,963	\$428,462	\$121,499	
BNSF Study Fee	ŝ	-	\$	-	\$0	\$	-	\$303,911	\$0	\$303,911	\$500,000	\$196,089	
Professional Services-Legal	\$	-	\$	-	\$0	\$	-	\$0	\$4,500	\$4,500	\$9,000	\$4,500	
Professional Service - Financial Planning Consultant	\$	-	\$	-	\$0	\$	1,350	\$6,450	\$6,000	\$12,450	\$50,000	\$37,550	
Professional Service - Economic Advising Consultant	\$	-	\$	-	\$4,545	\$	4,545	\$36,364	\$13,636	\$50,000	\$50,000	\$0	
Independent Financial Audit	\$	-			\$0	\$	-	\$9,300	\$0	\$9,300	\$9,300	\$0	
Website Hosting Fee	\$	125	\$	-	\$0	\$	-	\$1,739	\$761	\$2,500	\$2,500	\$0	
Branding	\$	-	\$	-	\$0	\$	-	\$150	\$7,350	\$7,500	\$10,000	\$2,500	
Conference/Training	\$	-	\$	-	\$0	\$	-	\$0	\$0	\$0	\$7,850	\$7,850	
Directors & Officer Liability Insurance	\$	-	\$	-	\$0	\$	-	\$0	\$3,790	\$3,790	\$3,500	-\$290	
Advertising/Public Notice	\$	-	\$	-	\$0	\$	-	\$0	\$472	\$472	\$1,000	\$528	
Printing & Binding	\$	123	\$ \$	209	\$0	\$ \$	-	\$426	\$74	\$500	\$500	\$0	
Postage	\$	-	-	-	\$0	-	-	\$0	\$20	\$20	\$100	\$80	
Mileage	ð	-	\$ \$	- 38	\$0 \$10	\$ \$	- 5	\$0 \$70	\$0 \$25	\$0 \$95	\$20 \$250	\$20 \$155	
Parking Travel	ə S	-	э \$	38	\$10	ծ Տ	5	\$70 \$0	\$25	\$95	\$20,000	\$155	
Market Research Services	¢ ¢	-	э S	- 9.250	\$9,250	э S	9.250	\$83,250	\$27,750	\$111.000	\$111.000	\$10,000	
Other Services & Fees	¢ ¢	-	э S	9,250	\$9,250	э \$	9,250	\$03,250	\$192	\$11,000	\$300	\$0 \$108	
Total Contracts and Service	ŝ	90.755	\$	110.581	\$149.481	ŝ	95,550	\$1,634,060	\$388,030	\$2,022,090	\$2,657,802	\$635,712	24%
Equipment and Supplies	ψ	55,155	Ψ	,	÷	•	00,000	÷.,,	\$223,000	\$2,022,030	\$2,007,002	<i><b>4</b>000,112</i>	_476
Office Supplies	\$		\$	-	\$0	\$	-	\$0	\$320	\$320	\$320	\$0	
Food	ŝ	_	ŝ	-	\$0 \$0	ŝ	-	\$0 \$0	\$500	\$500	\$1.000	\$500	
Other Supplies	ŝ	_	ŝ	-	\$0	\$	-	\$0 \$4	\$96	\$100	\$200	\$100	
Total Equipment and Supplies	s\$	-	\$	-	\$0	\$	-	\$4	\$916	\$920	\$1,520	\$600	39%
Total Operations Expenditure	s \$	90,755	\$	110,581	\$ 149,481	\$	95,550	\$1,634,064	\$388,946	\$2,023,010	\$2,659,322	\$636,312	24%

(1) This reflects estimated expenses from two invoices carried over from FY23 plus 10 months of projected expenditures for Kimley Horn's Year 4 contract.
 (2) This is the 38% local match required for the RAISE grant based on estimated consultant cost.

GRANT ACTIVITY	Act	uals				YTD Actuals	Est. Remaining	Total YE	FY24		
Sources		Jul	Aug	Sep	Oct	Jul-Apr	May-Jun	Forecast	Budget	Variance	Variance %
Federal Grant (3)	\$	12,606	\$33,740	\$40,996	\$112,365	\$363,542	\$85,730	\$449,272	\$685,538	\$236,266	
Transfer from Operations for Local Grant Match <sup>(4)</sup>	\$	21,088	\$25,604	\$33,654	\$36,593	\$219,335	\$53,582	\$272,917	\$428,462	\$155,545	
Total Grant Revenues	\$	33,694	\$59,344	\$74,650	\$148,958	\$582,876	\$139,313	\$722,189	\$1,114,000	\$391,811	35%
Expenditures	Act	uals				YTD Actuals	Est. Remaining	Total YE	FY24		

Experiancies	Actuals	5				TTD Actuals	Lat. Remaining	TOtal TE	1124		
Contracts and Services	Ju	ul	Aug	Sep	Oct	Jul-Apr	May-Jun	Forecast	Budget	Variance	Variance %
Professional Services - RAISE Grant Consultant Fees	\$	33,694	\$ 59,344	\$74,650	\$ 148,958	\$582,876	\$139,313	\$722,189	\$1,114,000	\$391,811	
Total Grant Expenditures	\$	33,694	\$59,344	\$74,650	\$ 148,958	\$582,876	\$139,313	\$722,189	\$1,114,000	\$391,811	35%

(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.

FY24 Beginning Cash Balance	\$922,648
FY24 Ending Cash Balance (Forecast)	\$1,362,255

RTA Agenda Item No. 8 5/15/2024



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider a Resolution adopting the Regional Transportation Authority of Central Oklahoma board member guidelines to property acquisition.

Background In 2019, the Regional Transportation Authority of Central Oklahoma ("RTA") was established as a regional independent governmental agency pursuant to the laws of the State of Oklahoma.

The RTA is responsible for developing, funding, constructing, implementing, operating, and maintaining high-capacity transit projects within the district boundaries (as determined by the Board of Directors), including a high-capacity commuter rail line from the City of Edmond through Oklahoma City to the City of Norman.

On April 17, 2024, the RTA adopted a Resolution of Intent identifying its intent to purchase property necessary for the implementation of a high-capacity commuter rail line following the approval of a dedicated sales tax approved by voters within the RTA District.

To ensure compliance with all applicable federal, state, and local regulations concerning property acquisition, Board Member Guidelines were created and are attached hereto as Attachment A.

Recommendation: Resolution be adopted.

am terhock

Jason Ferbrache Interim Executive Director

#### **RESOLUTION NO. 24-0007**

#### RESOLUTION ADOPTING THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA BOARD MEMBER GUIDELINES TO PROPERTY ACQUISITION.

WHEREAS, in 2019, the Regional Transportation Authority of Central Oklahoma ("RTA") was established as a regional independent governmental agency pursuant to the laws of the State of Oklahoma; and

WHEREAS, the RTA is responsible for developing, funding, constructing, implementing, operating, and maintaining high-capacity transit projects within district boundaries (as determined by the Board of Directors), including a high-capacity commuter rail line from the City of Edmond through Oklahoma City to the City of Norman; and

**WHEREAS**, the beneficiaries of the RTA are the City of Edmond, the City of Oklahoma City, and City of Norman (hereafter "Member Cities"); and

**WHEREAS**, on April 17, 2024, the RTA adopted a Resolution of Intent identifying its intent to purchase property necessary for the implementation of a high-capacity commuter rail line following the approval of a dedicated sales tax approved by voters within the RTA District; and

**WHEREAS**, additional funding for the a high-capacity commuter rail line may also be obtained from federal sources in the future; and

**WHEREAS**, to ensure compliance with all applicable federal, state, and local regulations concerning property acquisition, Board Member Guidelines were created and are attached hereto as Attachment A; and

**WHEREAS**, it is recommended by staff that the Guidelines be distributed and adopted by the Directors.

**NOW, THEREFORE, BE IT RESOLVED** by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby adopt the Board Member Guidelines to Property Acquisition.

ADOPTED by the Directors and SIGNED by the Chairperson of the Regional Transportation Authority of Central Oklahoma this 15th day of May, 2024.

s and SIGI CENTRAL OF TRAd ATTEST: **REGIONAL TRANSPORTATION** AUTHORITY OF CENTRAL OKLAHOMA Brad Henry, Chairperson Mary Melon Tully, Secretary REVIEWED for form and legality.

Assistant Municipal Counselor

#### ATTACHMENT A

#### RTA of Central Oklahoma Board Member Guidelines to Property Acquisition

As property acquisition efforts begin, it is important to keep the following guidelines in mind as a Board Member of the Regional Transportation Authority of Central Oklahoma ("RTA").

- RTA will be required to follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR 24 ("Uniform Act").
- Depending on the funding sources received, RTA may also be required to follow additional Federal agency procedures and requirements such as the creation of a Real Estate Acquisition and Management Plan.
- The Uniform Act and Federal agency requirements are in place to ensure owners of real property being acquired for federally assisted projects are treated fairly and consistently while encouraging expedited acquisitions and minimizing litigation.
- A common theme throughout the acquisition process is ensuring there is no undue pressure on property owners.
- In fact, under the Uniform Act, persons functioning as negotiators may not supervise or formally evaluate the performance of any appraiser or review appraiser.
- The Uniform Act requires offers to purchase property be based upon an appraisal which has also gone through a review appraisal process. Negotiated purchase prices above the appraised value must go through an administrative settlement review process by the specifically authorized Agency official.
- The Uniform Act also mandates that eligible residential and business owners be provided Relocation Assistance which requires very detailed review of the owners current circumstance in order to ensure compliance.
- Board Members are encouraged to refrain from taking a negotiator role due to the Board Member also having the role of approving real estate purchase agreements which include valuations.
- If a Board Member has information or services which may be helpful to the acquisition process, the Board Member should discuss such information or services with the Executive Director and legal counsel.
- If a Board Member has an ownership or monetary interest in real property to be acquired, the Board Member must immediately notify the Executive Director and legal counsel in order to maintain proper conflict of interest protocols.
- Failure to follow the Uniform Act, may result in loss of federal funds and repayment of improperly spent federal funds.





TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving Request for Proposals for Branding and Marketing Services (RTA 24-001); and authorize the Interim Executive Director to advertise.

Background A Request for Proposals (RFP) has been developed in order to solicit professional services to develop a strategic brand and a sustainable branding campaign. The main objective is to identify a clear, strong brand identity that represents the varied attributes of The Regional Transportation Authority of Central Oklahoma (RTA) with variations for business, resident, and visitor recruitment.

When services are needed, the consultant will provide a "Preliminary Task Order," which shall include a scope of work and cost of the proposal. No work will be performed until the Preliminary Task Order is accepted in writing.

The RTA will award the contract for a term of three years with an option to renew for two additional one-year terms.

<u>Recommendation</u>: Request for Proposals be approved, and the Interim Executive Director be authorized to advertise.

Reviewed by:

Jason Ferbrache Interim Executive Director



### **REQUEST FOR PROPOSALS (RFP)**

#### **BRANDING & MARKETING SERVICES**

RELEASE DATE:

May 27, 2024

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#### REQUEST FOR PROPOSALS Branding & Marketing Services

#### I. INTRODUCTION

The Regional Transportation Authority of Central Oklahoma ("RTA") invites qualified firms to submit a proposal to provide Branding & Marketing services that will create an identity reflective of the RTA's unique qualities and characteristics in a compelling way. The RTA needs a coordinated branding and marketing strategy. The RTA is looking for firms with capabilities to provide technical services to develop design and produce marketing, communication and branding material and strategies.

#### II. BACKGROUND

The Regional Transportation Authority of Central Oklahoma (RTA) is a regional independent governmental agency created in 2019 by Trust Agreement and Indenture by the governing city councils of Oklahoma City, Edmond, and Norman pursuant to applicable statutes of the State of Oklahoma. RTA is responsible for planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district. RTA is governed by a 7-member board of directors and managed by an Interim Executive Director, and Owner's Representative.

In 2021, RTA adopted its Transit System Plan. In June 2023, RTA approved a locally approved alternative (LPA) for a 37-mile North/South corridor connecting Downtown Oklahoma City with North Edmond and South Norman via the BNSF Railway. Also in 2023, RTA approved an LPA for an East Line connecting the Downtown Santa Fe Station to Tinker Air Force Base via a Bus Rapid Transit line. Two additional lines, a West line from the Santa Fe Station to the western area of Oklahoma City, and an Airport line from the Santa Fe Station to the Airport, are under study with determination of mode and alignment anticipated in June 2024.

After the LPAs have been determined, RTA plans to seek voter approval for a local sales tax in RTA District. Sales tax is the only funding mechanism authorized for the RTA by Oklahoma Law. RTA anticipates a sales tax will be required to fund ongoing maintenance and operations of the transit lines.

#### III. SCOPE OF SERVICES

The scope of services for this solicitation shall include but not limited to the development of strategic brand and recommendations for developing and rolling out a sustainable branding campaign. The RTA requires a professional, experienced consultancy in the conduct, analysis, and interpretation of research, as well as, demonstrated extensive experience with creating destination brands. The main objective is to identify a clear, strong brand identity that represents the varied attributes of the RTA with variations for business, resident, and visitor recruitment.

The RTA is seeking qualified professional firms to provide Branding and Marketing Services to assist staff with the services identified below. These estimates are not intended to set forth minimum or maximum quantities on this contract and shall not be constructed as such. The final scope of work will be determined by the RTA with the selected Branding and Marketing firm.

- 1. Review recent quantitative and qualitative research to determine existing attitudes and perceptions of the RTA and perform additional quantitative and qualitative research as may be required.
- 2. Identify opportunities and challenges to enhance the RTA's image.
- 3. Provide guidance on how a new brand should align with existing brands performed by other entities.
- 4. Develop a "brand positioning statement" that provides a clear understanding of what the RTA stands for and perform test marketing of the proposed brand message to ensure it is well received, endorsed, supported, and adopted by key public and private stakeholders.
- 5. Develop a brand concept, to include message, tagline and logo that are adaptable for use in business, residential and visitor attraction and retention.
- 6. Develop style guide that outlines correct brand usage, to include print and publication specifications and graphic standards as well as trademark search and registration.
- 7. Develop a recommended marketing strategy that identifies short and longer-term strategies and tactics for maximizing the brand's value to the RTA.
- 8. Provide recommendations for priority allocation of limited funds, by target audience and by delivery method.

#### IV. PROPOSAL FORMAT

All proposals shall include the following minimum information:

#### A. Description of Organization, Management and Team Members

Provide a description of the team/consultant organization. The organization description should clearly identify who will be the project manager for this contract, and the day-to-day contact person for the job. Include resumes of key personnel. RTA expects to work with the same project manager during the term of the contract but expects that the team will be tailored to the size of each individual project.

#### B. Organization Qualifications

Provide an outline of the organization qualifications indicating relevant background, experience, and capabilities for this work. Give examples of work accomplished that is similar in size and content to the Scope of Services. If the proposing firm is likely to be using a subconsultant for the type of work discussed in the Scope of Services, provide organization qualifications on that subconsultant.

#### C. <u>References, Related Experience, and Examples of Work</u>

Provide client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

#### D. Fee Schedule

Provide fee schedule for consultant firm members and participating individuals on team.

#### E. <u>Required Forms</u>

Submit all Required Forms (Attachments A-D)

# V. SELECTION PROCESS

#### A. Qualifications

All proposals received by the due date will be evaluated by the RTA. Only information which is received in response to the RFP or any subsequent interview will be evaluated. RTA will judge the responses of each proposing firm in several critical areas. The RTA, at its discretion, may invite selected proposers to an oral interview to further assess qualifications and assist in the final selection process.

## B. Selection Criteria

The RTA will select the most qualified proposer based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Ability of the Firm to Perform the Scope of Services.

An assessment of the experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of branding and marketing services the organization or its employees have completed; the variety and creativity of projects completed and a demonstration of the organization's ability to be responsive to the RTA's need for branding and marketing services.

2. Capabilities of the Consultant Team Members.

Assessment of the capabilities of the individuals that will be engaged in providing branding and marketing services. Qualities and indicators that will receive consideration include what professionals will be the various professional, technical, and educational achievements and registrations of each organization and individuals involved; the applicable experience of the proposed assigned staff, and the specific experience gained on providing similar branding and marketing services.

3. Billing Rate

Cost, while not determinative, may be considered in the selection process. The selected firm will be expected to maintain the proposed billing rates through the first fiscal year for the contract, from July 1, 2024, through June 30, 2025. Alternative fee proposals will be considered by RTA.

# VI. PROPOSAL INSTRUCTIONS AND GUIDELINES

The following table outlines the proposal instructions and guidelines. Any penalty or disqualification actions are clearly identified in the table. Violations that do not result in a penalty or a disqualification action may still affect the consultant's overall proposal score as part of the evaluation process.

Proposal Instructions and Guidelines			
Instruction	Description of Requirement	Violation Penalty or Disqualification	
Page Limits	The maximum allowable number of pages for the proposal is 10. The Cover Page, Consultant Proposed Staffing Plan, resumes, required forms, and section divider tabs do not count toward the page limitation.	Additional pages will be removed	
Page Sizes	Allowable page size is 8 1/2 x 11.	Pages violating size requirement will be removed	
Consultant Proposed Staffing Plan	Provide a copy of the <b>Consultant Proposed</b> <b>Staffing Plan (Attachment B)</b> with no additional information beyond that which is required.	If additional information is provided, the Staffing Plan will be removed	
Margins	Provide one-inch (1") margins throughout the proposal; consultant name/logo and page headers/footers may be within the margins	Guideline	
Font and Line Spacing	Use a 10-point [or greater] Arial or Times New Roman font	Guideline	
PDF Submission	Send proposals via e-mail in PDF format to info@rtaok.org	Guideline	
Proposal Deadline	Send proposals to info@rtaok.org prior to 5:00 P.M Central Time on deadline date.	Disqualification	
Interviews	If interviews are required, attend the date and time instructed by RTA Owner's Representative	Disqualification	
Cover Page	Provide a complete <b>Cover Page</b> , including a signed, verbatim acknowledgement as identified in <b>Attachment A</b> .	Disqualification	
DBE Goal	While there isn't a current DBE goal, we encourage all certified DBE contractors to apply. All prime contractors are encouraged to visit https://okdot.gob2g.com/ to see ODOT's DBE database for an up-to-date list of available DBEs should they need any subcontracting work.	Guideline	
Required Forms	Submit all <b>Required Forms</b> , as identified in <b>Attachments A-D.</b>	Disqualification	

# VII. ANTICIPATED TIMELINE

May 27, 2024	Issue Request for Proposals – First Advertisement Date
June 3, 2024	Second Advertisement Date

June 10, 2024	Pre-proposal conference will be held virtually +1 (405) 534-4946 Phone Conference ID: 229 274 033 145.
12:30 p.m. – 1:30 p.m. CST	
June 10, 2024 5:00 p.m.	Questions regarding proposal due
June 12, 2024	RTA will post responses to questions at <u>www.rtaok.org</u>
5:00 p.m.	
June 26, 2024	PROPOSALS DUE electronically to info@rtaok.org
5:00 p.m. CST	
July 10, 2024	RTA to conduct selection interviews (if needed)
July 17, 2024	Award of Agreement
July 17, 2024, or later	Notice to proceed

## VIII. CONSULTANT REQUIREMENTS

- All communications, of any nature with respect to this RFP, shall be to the RTA Owner's Representative. Under no circumstances shall any prospective bidder or respondent discuss this solicitation or their anticipated response with any member or potential member of the RTA Board of Directors, the Evaluation Committee, or RTA staff.
- 2. Respondent shall provide a statement as an addendum to its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) affected by any RTA employee, officer, agent, or Board member; any member of these entities' immediate family, partner, or organization that employs, or is about to employ, any of the above, and which is related to the work under this solicitation.
- 3. Respondent and all sub-consultants, at its sole expense, shall obtain and maintain during the term of any agreement all appropriate permits, certificates, and licenses which will be required in connection with the performance of services hereunder.
- 4. Respondent will comply with all federal laws, regulations, requirements, terms, and conditions provided in Exhibit E (Federal Terms and Conditions) attached hereto.
- 5. This RFP, its addenda, along with all documents provided by the successful respondent(s) will become part of the awarded contract and subject to the terms and conditions of the contract.
- 6. All costs related to the preparation of the proposal and any related activities such as interviews are the sole responsibility of the respondent. RTA assumes no liability for any costs incurred by respondent during the selection and contract negotiation process. Respondent shall not include any expenses as part of the price proposed in response to the RFP. Each respondent shall hold RTA harmless and free from all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFP.

- 7. Proposals and their content become property of RTA and are subject to the Oklahoma Open Records Act.
- 8. Notice to Proceed will be issued by RTA Owner's Representative after contract execution. Authorization to begin work from any other source is invalid and will result in non-payment for services provided prior to authorized notification to begin work.
- 9. All protests with respect to this solicitation must be in writing and received by RTA within 7 days of contract award. Any protest not set forth in writing within the 7-day period is null and void and will not be considered. Deliver a copy of any protest to:

RTA Owner's Representative Kathryn@HolmesAssociatesLLC.com

- 10. Respondent shall comply with all insurance terms and conditions contained in Exhibit D, incorporated herein.
- 11. All documents requiring signature shall be signed by an individual or individuals authorized to execute legal documents on behalf of the parties represented.

# IX. RTA RIGHTS

- RTA reserves the right to reject all proposals received because of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFP if it is in the best interests of RTA. This solicitation of proposals in no way obligates RTA to award a contract. Interviews, if requested, will take place at the RTA offices.
- 2. RTA reserves the right to cancel or reject all or a portion or portions of the request for proposal without notice. Further, RTA makes no representations that any agreement will be awarded to any organization submitting a proposal.
- 3. A proposer may withdraw the proposal at any time prior to the award of the contract. A proposal may also be retrieved from RTA and resubmitted only prior to the date and time listed for submission. Proper identification and a formal letter will be required to withdraw the proposal.
- 4. All proposals become the property of RTA upon submission.

## X. EXHIBITS

- A. Scope of Services
- **B.** Sample Master Service Agreement
- C. Required Forms
- **D.** Insurance Requirements
- **E.** Federal Terms and Conditions

## **EXHIBIT A**

## SCOPE OF SERVICES BRANDING AND MARKETING SERVICES

The RTA is seeking qualified professional firms to provide Branding and Marketing Services to assist staff with the services identified below. These estimates are not intended to set forth minimum or maximum quantities on this contract and shall not be constructed as such. The final scope of work will be determined by the RTA with the selected Branding and Marketing firm.

- 1. Review recent quantitative and qualitative research to determine existing attitudes and perceptions of the RTA and perform additional quantitative and qualitative research as may be required.
- 2. Identify opportunities and challenges to enhance the RTA's image.
- 3. Provide guidance on how a new brand should align with existing brands performed by other entities.
- 4. Develop a "brand positioning statement" that provides a clear understanding of what the RTA stands for and perform test marketing of the proposed brand message to ensure it is well received, endorsed, supported, and adopted by key public and private stakeholders.
- 5. Develop a brand concept, to include message, tagline and logo that are adaptable for use in business, residential and visitor attraction and retention.
- 6. Develop style guide that outlines correct brand usage, to include print and publication specifications and graphic standards as well as trademark search and registration.
- 7. Develop a recommended marketing strategy that identifies short and longer-term strategies and tactics for maximizing the brand's value to the RTA.
- 8. Provide recommendations for priority allocation of limited funds, by target audience and by delivery method.



TO: Chairperson and Board of Directors

#### FROM: Interim Executive Director

Consider approving Amended and Restated Professional Services Agreement with Holmes and Associates, LLC, July 1, 2024 to June 30, 2026, extending the term of the agreement from July 1, 2024 to June 30, 2026, estimated Fiscal Year 2025 not to exceed amount of \$700,000.

Background The Regional Transportation Authority of Central Oklahoma (RTA) entered into an Agreement for Professional Services with Holmes & Associates LLC to provide legal and technical assistance and planning support for the RTA.

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

Holmes and Associates, LLC, will continue to support the RTA as the Owner's Representative to assist the RTA in the development, review, and assessment of request for proposals that may be issued by the RTA, and to supervise and manage the development, construction, and implementation of a public transportation system and related improvements.

Recommendation: Amended and Restated Professional Services Agreement be approved.

Jason Ferbrache Interim Executive Director

#### AMENED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made effective the 1st day of July 2024 (the "Effective Date"), by and between Holmes & Associates LLC (Consultant), and Regional Transportation Authority of Central Oklahoma (RTA). Consultant and RTA may be referred to individually as "Party" and collectively as "Parties."

#### RECITALS

**WHEREAS**, the RTA and CONSULTANT entered into a Professional Services Agreement, effective July 1, 2022; and,

WHEREAS, the Professional Services Agreement established the CONSULTANT as the Owner's Representative to assist RTA in the development, review, and assessment of requests for proposals that may be issued by RTA, and to supervise and manage the development, construction, and implementation of a public transportation system and related improvements; and

WHEREAS, RTA desires to extend the Agreement with Consultant for an additional Term; and

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

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

#### AGREEMENT

1. Scope of Services.

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

#### 2. Payment.

- a. In exchange for the services to be provided by Consultant during the Term, RTA agrees to pay Consultant for wages, costs, and expenses incurred by Consultant in the performance of the Work; *provided that*, in no event shall such wages, costs, and expenses compensated hereunder during the Term exceed an aggregate amount of \$ 1,400,000.00.
- b. RTA will reimburse Consultant for work performed at the rate of \$410 per hour for productive working hours and for time spent in travel at the hourly rate of \$205.
- c. RTA will reimburse Consultant for costs and expenses incurred in connection with subcontracts and consulting agreements entered into with third parties for performance of any of the Work which Consultant agrees to render pursuant to this Agreement. If Consultant subcontracts a portion of the Work, a project management fee equal to 15% of the subconsultants total cost for this work will be paid to the Consultant for administration and management of the project.
- d. RTA will reimburse Consultant for actual costs of travel and subsistence according to the established policies of RTA, as may be updated from time to time in RTA's sole discretion. Travel shall be limited to two (2) trips per month. Any travel in excess of this amount must be approved by the Interim Executive Director in writing, prior to the Consultant incurring any costs related to travel and/or the additional trip(s).
- e. RTA will reimburse Consultant for other direct nonwage costs and expenses incurred by Consultant in connection with its performance of the work which may include, but not be limited to, photocopies, printing, and computerized legal research.
- f. At the end of each month the Consultant shall submit invoices to RTA for payment in the form specified by RTA and following the accounting protocols directed by RTA. Such invoices must be received by RTA by no later than the fifth (5<sup>th</sup>) calendar day of that succeeding month to ensure Consultant will be paid within thirty (30) calendar days of receipt. Any invoices received after the fifth (5<sup>th</sup>) calendar day of that succeeding month, may not be considered for payment until the month following and Consultant may not be paid until thirty (30) calendar date. The amount invoiced shall cover wages, costs, and expenses incurred by Consultant to perform the Work during the preceding accounting period. Supporting documentation for all costs contained in the invoice will be submitted with each invoice and in such detail

as RTA may require. RTA shall have the right to disapprove specific elements of each invoice. RTA shall provide, in writing, such disapproval to the Consultant within twenty-five (25) working days of invoice submittal. Approval by RTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved in writing shall be paid in accordance with the terms above. Invoices that have been timely received and have not been disapproved by RTA, but which have not been paid within 60 days after the invoice submittal will be assessed a late fee of 5 percent, per annum, calculated on the unpaid balance.

- g. The Consultant shall submit with each Invoice a time sheet showing cost documentation related to the performance of labor services under this Agreement, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of RTA, written or electronic data supporting the labor services shall be made available within a reasonable time during the Term and for a period of three (3) years thereafter. Consultant agrees that it shall require (as a matter of written contract) that similar records be maintained by all sub-Consultants at any tier utilized in the performance of this Work.
- 3.<u>Independent Consultant</u>. Consultant acknowledges and agrees that it is an independent Consultant and neither it nor its employees are employees, partners or part of a joint venture with RTA.
- 4.<u>Licensing</u>. Consultant agrees that it has all the necessary and appropriate experience and licensing required by law or that is standard in the industry for the nature of the services being rendered. Consultant further agrees to maintain such licensure throughout the term of this Agreement.
- 5.<u>Insurance</u>. Consultant agrees to maintain: a) occurrence type Commercial General Liability Insurance in the minimum amount of One Million Dollars and No Cents (\$1,000,000) at all times during the Term; b) automobile insurance covering owned, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage; and c) Workers' Compensation in the minimum amount of One Million Dollars (\$1,000,000) at all times during the Term, insurance or a waiver conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its sub-Consultants, representatives, or agents as long as they are engaged in the work covered by this Agreement or such sub-Consultants, representatives, or agents shall provide evidence of their own Worker's Compensation insurance.
- 6.<u>Ownership of Materials</u>. All data, including but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, hereinafter referred to as data and materials developed by the Consultant as a part

of its Work under this Agreement are the property of RTA and upon completion of this Agreement, or upon the termination or cancellation of this Agreement shall be delivered to RTA prior to final payment. All other materials provided to Consultant by RTA to perform this Agreement shall be retained by RTA at completion, termination, or cancellation.

#### 7. Applicable Laws.

- a. Consultant shall obey all laws, ordinances, regulations, and rules of the federal, state, county, and municipal governments that may be applicable to Consultant's operations.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Oklahoma.
- 8.<u>Representatives</u>. RTA hereby appoints RTA Interim Executive Director Jason M. Ferbrache as the representative to assist in the administrative management of this Agreement, to ensure that the work to be performed is timely and adequately performed, and to provide for any approvals as may be required by this Agreement. RTA's representative shall assist in monitoring and evaluating this Agreement to completion. Consultant's representative is Kathryn A. Holmes. Consultant shall be responsible to complete the work as described in its response to the RFP and Exhibit A.
- 9.<u>Notices</u>. Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:
- If to the Consultant:Holmes & Associates LLC<br/>ATTN: Kathryn A. Holmes<br/>910 S. Donner Way, Ste. 304<br/>Salt Lake City, Utah 84108<br/>Email: kathryn@holmesassociatesllc.comIf to RTA:Regional Transportation Authority of Central Oklahoma<br/>ATTN: Jason M. Ferbrache<br/>2000 C. May Avenue

2000 S. May Avenue Oklahoma City, OK 73108 Email: jason.ferbrache@okc.gov

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

10. <u>Event of Default</u>. The material breach or failure of either party to pay any amount required hereunder or perform any other covenant, condition, agreement or

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

- 11. <u>Attorney's Fees</u>. Each party to this Agreement will bear its own costs, expenses, claims to interest, and attorney's fees incurred in or arising out of, or in any way connected with the matters which are referenced or covered in this Agreement.
- 12. Termination.
  - a. <u>Without Cause</u>. RTA may terminate this Agreement for any reason or for no reason upon at least sixty (60) days' prior written notice to Consultant.
  - b. <u>For Cause</u>. RTA shall have the right to immediately terminate this Agreement upon notice to Consultant in the event that Consultant: (i) triggers an Event of Default by failing to comply with any of the covenants, representations or warranties set forth in this Agreement or as set forth in the RFP and to cure same within a reasonable period of time; (ii) is convicted of or pleads guilty or no contest to any crime (other than a minor traffic violation) or commits or participates in an injurious act of any person, any act of fraud or dishonesty, or a willful or grossly negligent act that causes or may cause harm to RTA or its business.
  - c. If the Agreement is terminated for any reason other than as described in Section 7(b), then RTA shall pay to Consultant in accordance with the final terms and conditions of this Agreement all sums actually due and owing from RTA for all Work performed and expenses incurred up to the day written notice of termination is given, plus costs reasonably and necessarily incurred by Consultant to affect such suspension or termination.
- 13. <u>Taxes and Assessments</u>. Consultant shall pay all lawful taxes, assessments, or charges which at any time may be levied any tax or assessment levying body upon its interest in this Agreement.
- 14. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both Parties.

- 15. <u>Assignment</u>. This Agreement may not be transferred or assigned by Consultant without the written permission of the RTA, which may be withheld at its sole discretion.
- 16. <u>Agreement Binding</u>. Consultant covenants that the provisions of this Agreement shall be binding upon its heirs, successors, representatives, and agents.
- 17. <u>Severability</u>. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties. One or more waiver of any term, condition, or other provision of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
- 18. <u>Confidentiality</u>. Consultant acknowledges that during the term of the Agreement and thereafter, it will have access to and become acquainted with confidential information that is valuable, special or a unique asset of RTA or that is a protected record as defined by Oklahoma law ("Confidential Information") which shall be protected from improper disclosure. Consultant agrees that it will not at any time or in any manner either directly or indirectly, use any Confidential Information for his own benefit, or divulge, disclose, or communicate in any manner any Confidential Information to any third party without the prior written consent of RTA. Consultant agrees to protect the Confidential Information and treat it as strictly confidential. A violation of this clause shall be material breach of this Agreement. If it appears that Consultant has disclosed (or has threatened to disclose) Confidential Information in breach of this Agreement, then RTA shall be entitled to an injunction to restrain it from disclosing, in whole or in part, such Confidential Information, or from providing any services to any party to whom such Confidential Information has been disclosed or may be disclosed.
- 19. <u>Waivers</u>. The failure or delay of any party at any time to enforce this Agreement shall not affect such party's right to enforce this Agreement at any other time. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in any other circumstance.
- 20. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will be deemed to be a single agreement. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. A facsimile signature on this Agreement shall be considered as an original signature.

cors an y of Central L AUTHOR/T/ AUTHOR/T/ OFFICIAL Transportation Authority of Central Oklahoma the <u>15th</u> day of <u>May</u> 2024. ATTEST: CENTRAL OLIG **REGIONAL TRANSPORTATION** AUTHORITY OF CENTRAL OKLAHOMA Brad Henr Mélon-Tully, Secreta Chail

APPROVED by the Directors and SIGNED by the Chairperson of the Regional

Holmes & Associates LLC

mer

Kathryn A. Holmes, Managing Member

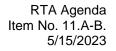
Reviewed for form and legality.

Assistant Municipal Counselor

#### EXHIBIT A Scope of Services FY 25 and FY 26

TASK 1: Project	Management	
Task No.	Key Tasks	Notes
1.1	Attend RTA Board Meetings	Monthly for 24-month schedule
1.2	Attend Outreach Committee Meetings	2-3 per month for 24-month
1.2	Thend Outeach Committee Meetings	schedule
1.3	Weekly check-in meetings with On-Call	Weekly for 24-month schedule
1.5	Engineering consultants	weenly for 2+ monul senedule
1.4	Monthly check-in meetings with	Monthly for 9-month schedule
	financial planning consultant	
1.5	Monthly check-in meetings with	Monthly for 9-month schedule
	economic advisor consultant	,
1.6	Coordinate with CIG consultant	Monthly for 24-month schedule
1.7	Coordinate with agencies such as	Monthly for 24-month schedule
	ODOT, FTA, FRA, Amtrak and others	5
1.8	Maintain and updated key RTA	As needed for 24-month schedule
	documents including trust indenture	
	and/or bylaws	
TASK 2: North/	South Commuter Rail Financial Assess	ment
Task No.	Key Tasks	Notes
2.1	Continue discussions with BNSF	Q1, Q2, Q3, Q4
	regarding potential commuter rail	
	operations	
2.2	Work collaboratively with BNSF to	Q1, Q2, Q3, Q4
	develop an operations plan which	
	accommodates essential freight rail	
	service and reliable, affordable passenger	
	service	
2.3	Oversee BNSF operations modeling and	Q1, Q2, Q3, Q4
	engineering phase	
2.4	Oversee maintenance and cost modeling	Q1, Q2, Q3, Q4
	scenarios	
2.5	Update assumptions regarding	Q1, Q2, Q3, Q4
	commuter operations with likely actual	
	trackage rights and operating scenarios	
2(	informed by BNSF discussions.	02.02.04
2.6	Prepare materials for FTA consideration	Q2, Q3, Q4
2.7	of RTA as designated recipient Manage process for RTA becoming	01 02 03 04
Δ.1	direct recipient status	Q1, Q2, Q3, Q4
2.8	Oversee analysis on RTA eligibility and	02 03 04
2.0	competitiveness to prepare for entry to	Q2, Q3, Q4
	the FTA CIG program	
2.9	Initiation of FTA CIG grant process	O2 O3 O4
2.7	miniation of 1.177 CIG grant process	Q2, Q3, Q4

	Q1, Q2, Q3, Q4
freight and passenger capacity issues	
Review concept engineering and	Q1, Q2, Q3, Q4
probable cost estimates related to RTA-	
required facilities – stations, platforms,	
maintenance/layover facilities	
Oversee pre-NEPA analysis	Q3, Q4
Oversee financial assessment with the	Q3, Q4
adoption of an operating plan and	
identified capacity improvements	
	Q3, Q4
vehicle selection	
eferendum Planning	
cicicitatiin i fainning	
Key Tasks	Notes
	NotesQ3, Q4
Key Tasks	
Key Tasks Develop an initial staffing plan and	
Key Tasks Develop an initial staffing plan and budget	Q3, Q4
Key TasksDevelop an initial staffing plan and budgetDevelop information to support public	Q3, Q4
Key TasksDevelop an initial staffing plan and budgetDevelop information to support public opinion surveys	Q3, Q4 Q3, Q4
Key TasksDevelop an initial staffing plan and budgetDevelop information to support public opinion surveysRTA facilitated meeting to discuss RTA	Q3, Q4 Q3, Q4
Key TasksDevelop an initial staffing plan and budgetDevelop information to support public opinion surveysRTA facilitated meeting to discuss RTA staffing plan, budget, and polling	Q3, Q4 Q3, Q4
Key TasksDevelop an initial staffing plan and budgetDevelop information to support public opinion surveysRTA facilitated meeting to discuss RTA staffing plan, budget, and polling 	Q3, Q4 Q3, Q4 Q3, Q4 Q3, Q4
Key TasksDevelop an initial staffing plan and budgetDevelop information to support public opinion surveysRTA facilitated meeting to discuss RTA staffing plan, budget, and polling informationCoordinate with marketing consultant	Q3, Q4 Q3, Q4 Q3, Q4 Q3, Q4
Key TasksDevelop an initial staffing plan and budgetDevelop information to support public opinion surveysRTA facilitated meeting to discuss RTA staffing plan, budget, and polling informationCoordinate with marketing consultant	Q3, Q4 Q3, Q4 Q3, Q4 Q3, Q4
Key TasksDevelop an initial staffing plan and budgetDevelop information to support public opinion surveysRTA facilitated meeting to discuss RTA staffing plan, budget, and polling informationCoordinate with marketing consultant and chamber on referendum matters	Q3, Q4 Q3, Q4 Q3, Q4 Q3, Q4 Q1, Q2, Q3, Q4
- -	probable cost estimates related to RTA- required facilities – stations, platforms, maintenance/layover facilities Oversee pre-NEPA analysis Oversee financial assessment with the adoption of an operating plan and identified capacity improvements Assist with informing board about vehicle selection





- TO: Chairperson and Board of Directors
- FROM: Interim Executive Director
  - A. Public Hearing; and
  - B. Resolution adopting the Fiscal Year 2025 budget and directing the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture.
- Background The Fiscal Year 2025 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 2025 operating budget is \$2,049,278, a 23% percent decrease from the Fiscal Year 2024 budget, and the grant budget is \$350,622, a 69% decrease from the Fiscal Year 2024 budget. The decreased costs in the operating and grant budgets are related to the work to be completed by Kimley-Horn to prepare RTA's high-capacity transit projects for FTA consideration.

Upon adoption of the Fiscal Year 2025 Budget, staff will file the adopted Fiscal Year 2025 operating and grant budget with the governing bodies of the Beneficiaries, as per Section 7.13 of the Trust Agreement and Indenture.

<u>Recommendation</u>: To hold the public hearing, adopt the proposed Fiscal Year 2025 budget, and direct the Interim Executive Director to implement and administer the budget.

Jason Ferbrache Interim Executive Director

#### **RESOLUTION NO. 24-0006**

RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA ADOPTING THE FISCAL YEAR 2024 BUDGET; AND DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO IMPLEMENT AND ADMINISTER THE BUDGET AS PER THE TRUST AGREEMENT AND INDENTURE.

**WHEREAS**, the Fiscal Year 2025 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 resolution setting the public hearing was adopted by the RTA on April 17, 2024 (Item No. 7); and

WHEREAS, a public hearing is being held on May 15, 2024 (Item No. 11.A.), 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 2024 Budget is \$2,049,278, a 23% decrease from the Fiscal Year 2024 Budget, and the grant budget is \$350,622, a 69% decrease from the Fiscal Year 2024 budget; and

WHEREAS, the decreased costs in the operating and grant budgets are related to the work to be completed by Kimley-Horn to prepare RTA's high-capacity transit projects for FTA consideration; and

WHEREAS, staff recommends the RTA Fiscal Year 2025 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 Reginal Transportation Authority of Central Oklahoma Fiscal Year 2025 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 15th day of May 2024.

ATTEST: Mary Mélon, Secretary REVIEWED for form and legality: **REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA** CENTRAL OF Brad Henry, Chairperson Assistant Municipal Counselor

Resolution re: Fiscal Year 2025 Budget



# Fiscal Year 2025 Budget

**OPERATING BUDGET** Adopted Proposed Change from Percent FY 2024 FY 2025 **Prior Year** Change **Operating Sources** Edmond \$257,375 \$158,602 -\$98,773 -38% \$348,950 -38% Norman \$215,033 -\$133,917 **Oklahoma** City \$1,856,292 \$1,143,901 -\$712,391 -38% Subtotal -\$945,081 -38% \$2,462,616 \$1,517,535 **Prior Year Carryover** 170% \$196,706 \$531,743 \$335,037 **Total Operating Sources** \$2,659,322 -\$610,044 -23% \$2,049,278 **Operating Expenditures Contracts and Services** \$2,657,802 \$2,047,758 -\$610,044 -23% **Equipment and Supplies** \$1,520 \$1,520 \$0 **Total Operating Expenditures** \$2,659,322 \$2,049,278 -\$610,044 -23%

GRANT BUDGET				
	Adopted	Proposed	Change from	Percent
	FY 2024	FY 2025	Prior Year	Change
Grant Sources				
Federal Grant Funds	\$1,114,000	\$350,622		
Total Grant Sources	\$1,114,000	\$350,622	-\$763,378	-69%
Grant Expenditures				
Contracts and Services	\$1,114,000	\$350,622		
Total Grant Expenditures	\$1,114,000	\$350,622	-\$763,378	-69%