

**SOUTHWEST OKLAHOMA  
REGIONAL TRANSPORTATION  
PLANNING ORGANIZATION**

**SORTPO Transportation Policy Board Meeting Agenda  
September 24, 2020  
10:00 a.m.**

Videoconferencing

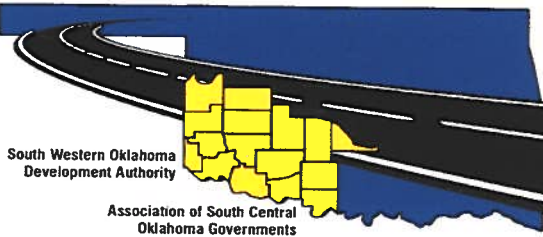
**SWODA Building  
420 Sooner Dr.  
Burns Flat, OK 73624  
580-562-4882**

**Red River Technology Center JDM Business  
Center, Rm B112 3300 W. Bois D'Arc  
Duncan, OK 73533  
580-255-2903**

<b>Policy Board Members</b>	<b>Location</b>	<b>Attendance A/P</b>	<b>Policy Board Members</b>	<b>Location</b>	<b>Attendance A/P</b>
Almquist, Brent	Burns Flat		Archer, Anita	Burns Flat	
Bingham, Tim	Burns Flat		Bunn, Dale	Duncan	
Butler, Kirk	Burns Flat		Dean, Jerry	Burns Flat	
Earp, Jay	Duncan		Freie, Shawn	Duncan	
Glasgow, Debora	Burns Flat		Harding, Heather	Burns Flat	
Miller, Lyle	Burns Flat		Newman, Cendie	Burns Flat	
Roggow, Lyle	Duncan		Southard, Clark	Duncan	
Spurlock, Bill	Burns Flat		Winkler, Dale	Duncan	
Zigler, Tom	Burns Flat				

1. Call to Order.
2. Roll Call.
3. Introduction of Guests.
4. Approval of the minutes for the August 27, 2020 meeting.
5. Old Business.
6. Discuss and appoint new SORTPO Transportation Policy Board members.
7. Discuss and endorse the FFY 2021 Annual State Planning & Research funding agreement between SWODA and ODOT.
8. Discuss and approve the annual Joint Certification Statement.
9. Discuss and approve Resolution 2020-2 adopting the FFY 2021 Planning Work Program (PWP).
10. New Business.
11. Reports and Comments
  - A. Status of Better Utilizing Investments to Leverage Development (BUILD) Grant – Regional Freight Plan
  - B. ODEQ VW Settlement Electric Vehicle Grant – ASAP Energy Inc.
  - C. 2020 Census update.
  - D. ODOT news.
  - E. ASCOG news.
  - F. SWODA news.
  - G. Reports from members.
12. Adjourn.

Notice of this meeting was made to Washita County Clerk by annual posting and this agenda was visibly displayed on the front door of the SWODA office at 420 Sooner Dr., Burns Flat, OK and ASCOG office at 802 W. Main Street, Duncan, OK on September 21st at 8:00 a.m. If individual with disabilities who require accessible alternative formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in the meeting, notification to SWODA Director of Transportation at (580)-562-4885 at least 48 hours prior to the scheduled meeting is encouraged to make necessary accommodations. Southwest Oklahoma Regional Transportation Planning Organization (SORTPO) may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for LEP individual are not necessary accommodation.



**SOUTHWEST OKLAHOMA  
REGIONAL TRANSPORTATION  
PLANNING ORGANIZATION**

**SORTPO  
Policy Board Minutes  
August 27<sup>th</sup>, 2020  
10:00 a.m.**

**SWODA Conference Room  
420 Sooner Drive  
Burns Flat, OK 73624**

**Red River Technology Center  
JDM Business Center, Rm B112  
3300 W. Bois D'Arc  
Duncan, OK 73533**

<b>Policy Board Members</b>	<b>P/A</b>	<b>Policy Board Members</b>	<b>P/A</b>
Brent Almquist	A	Heather Harding	A
Anita Archer	P	Lyle Miller	P
Tim Bingham	A	Cendie Newman/ Pam Ruiz	P
Dale Bunn	A	Lyle Roggow	A
Kirk Butler	P	Clark Southard	A
Jerry Dean	A	Bill Spurlock	A
Jay Earp	P	Dale Winkler	P
Shawn Freie	P	Tom Zigler	P
Debora Glasgow	P		

**P/A=PRESENT/ABSENT**

1. Call to Order:  
Meeting called to order by Chairman Lyle Miller.
2. Roll Call:  
Amy Crowe, SWODA - Chairman declared quorum
3. Guests:  
Adam Gentis, RTPO Coordinator ODOT  
Julie Sanders, Director of Transportation, SORTPO  
Ronald Peel, ASCOG  
Danielle Carpenter, ASCOG
4. Approval of Minutes:
  - Motion to approve Policy Board meeting minutes from February 27<sup>th</sup>, 2020 with was made by Debora Glasgow and second by Tom Zigler.

<b>Policy Board Members</b>	<b>Yes/No</b>	<b>Policy Board Members</b>	<b>Yes/No</b>
Brent Almquist	<b>ABSENT</b>	Heather Harding	<b>ABSENT</b>
Anita Archer	<b>YES</b>	Lyle Miller	<b>YES</b>
Tim Bingham	<b>ABENT</b>	Cendie Newman/ Pam Ruiz	<b>YES</b>

Dale Bunn	<b>ABSENT</b>	Lyle Roggow	<b>ABSENT</b>
Kirk Butler	<b>YES</b>	Clark Southard	<b>ABSENT</b>
Jerry Dean	<b>ABSENT</b>	Bill Spurlock	<b>ABSENT</b>
Jay Earp	<b>ABSENT</b>	Dale Winkler	<b>YES</b>
Shawn Freie	<b>YES</b>	Tom Zigler	<b>YES</b>
Debora Glasgow	<b>YES</b>		

Motion passed.

5. Old Business:

- No old business discussed at this meeting.

6. Discuss recommendations provided by the SORTPO Technical Committee on potential new Technical Committee Members and provide guidance to staff:

- During the past 60 days two members of the Technical Committee have resigned. It is necessary to look at the current membership and provide recommendations on potential new members. The information in the table below reflects the current Technical Committee Membership.

<u><b>Bohot, Bryce</b></u> Jefferson County Commissioner District #1 Waurika, OK 73573	<u><b>Danny Britton</b></u> Western Technology Center Business Services Director Burns Flat, OK 73624	<u><b>Church, Elesia</b></u> Elk City Treasurer/Grant Administrator Elk City, OK. 73644
<u><b>Hartman, Chris</b></u> Temple, OK 73568	<u><b>Kerr, Rodger</b></u> Altus Chamber of Commerce, CEO & Pres. Altus, OK 73522	<u><b>Mower, Roland</b></u> Clinton Economic Development Clinton, OK
<u><b>Sanders, Julie</b></u> Transportation Director, SWODA	<u><b>Vonfeldt, Cole</b></u> Div 7, Construction Engineer Duncan, OK 73533	<u><b>Weatherly, Basil</b></u> Elk City, OK 73648
<u><b>Whaley, Kim</b></u> Director Pathways to Healthy Living Duncan, OK	<u><b>Zigler, Tom</b></u> ASCOG Duncan, OK 73533	
<u><b>*Akem, Isaac (non voting)</b></u> FHWA Planner	<u><b>*Berry, Steve (non-voting)</b></u> TSET – Custer & Washita	<u><b>*Bookout, Shelley(non-voting)</b></u> United State Dept. of Agriculture
<u><b>*Estep, Travis (non voting)</b></u> LMPO Lawton, OK 736501	<u><b>*Funkhouse, Julie</b></u> TSET Caddo	<u><b>*Gentis, Adam (non-voting)</b></u> ODOT RTPO COORDINATOR
<u><b>*Chris Morgan (non voting)</b></u> TSET – Beckham & Roger Mills	<u><b>* Williams, Beverly (non-voting)</b></u> Turning Point McClain, Cleveland, Oklahoma	

- Recommitted to contact City Manager of Hobart, Ashley Slaughterback
- Representation is needed for Grady and Tillman County.

7. Discuss and provide recommendations on SORTPO Board Member replacements:

- During the past 90 days two members of the SORTPO Board are no longer in appointed/employment positions. It is necessary to look at the current membership and provide recommendations on potential new members. Current membership is attached.
- Article III Membership, SORTPO Bylaws sets out the following requirements:
- Two (2) members shall represent municipal governments.
- Two (2) members shall represent county governments.
- The Policy Board Committee membership recommendation (not all agencies listed below are applicable to each RTPO):
  - a. Council of Government
  - b. ODOT – Division Engineer or Designee
  - c. Military Installation
  - d. Airport Authority
  - e. Rail Operator
  - f. Cities (Mayor or designee from 1-2 cities/towns)
  - g. County (Commissioner or designee from 1-2 counties)
  - h. Regional Group (i.e., SOIC, OSA)
  - i. Advisory/Non-Voting:
    - (1) FHWA, FTA
    - (2) Legislators
    - (3) ODOT Planning
    - (4) ODOT Transit
    - (5) State Agency such as ODEQ, SHPO, Agriculture/Wildlife, Forestry
- Robert Johnson, newly appointed City Manager of Clinton
- Mike Merritt, Lawton Emergency Management, Comanche Co.
- Brad Scott, City Manager for Fredrick or Erick

8. Discuss and consider approving Resolution#2020-1 Amendment#2 to the FFY2020 Planning Work Program:

- The PWP represents the budget and work tasks necessary to accomplish and maintain the transportation planning process within SORTPO's region. The PWP is developed to coordinate transportation planning activities for a cooperative, continuing, and comprehensive (3C) planning process. This document includes a description of what work is to be accomplished, who will perform the work, the schedule for completion of the work, the intended products and funding. The PWP is a one-year scope of work.
- Amendment #1 approved in September 2019 reduced the funding in Element #1 to 25% of the total transportation budget and redistributed a portion of funding in Element 2 Data Acquisition and Management to Element 3 Long Range Transportation Planning, Element 4 Short Range Transportation Planning and

Element 5 Public Education and Participation. This action was needed to be in compliance with the 25% threshold for Element #1.

- Amendment #2 is an end of the year action. The approved funding limits by Elements in the PWP were estimates based on staff's knowledge of activities and tasks. Throughout the year staff spent additional time in the following areas: Element 4 (Short Range Transportation) and Element 5 (Public Participation). The extra amount of staff time on these elements requires re-allocation of funds from Elements 2 and 3.
- ODOT, SAPM has reviewed the request and is in concurrence with the proposed Amendment.
- Motion to approve Resolution #2020-1 Amendment #2 to the FFY20 Planning Work Program was made by Shawn Freie and second by Dale Winkler.

<b>Policy Board Members</b>	<b>Yes/No</b>	<b>Policy Board Members</b>	<b>Yes/No</b>
Brent Almquist	<b>ABSENT</b>	Heather Harding	<b>ABSENT</b>
Anita Archer	<b>YES</b>	Lyle Miller	<b>YES</b>
Tim Bingham	<b>ABSENT</b>	Cendie Newman/Pam Ruiz	<b>YES</b>
Dale Bunn	<b>ABSENT</b>	Lyle Roggow	<b>ABSENT</b>
Kirk Butler	<b>YES</b>	Clark Southard	<b>ABSENT</b>
Jerry Dean	<b>ABSENT</b>	Bill Spurlock	<b>ABSENT</b>
Jay Earp	<b>ABSENT</b>	Dale Winkler	<b>YES</b>
Shawn Freie	<b>YES</b>	Tom Zigler	<b>YES</b>
Debora Glasgow	<b>YES</b>		

Motion passed.

9. Discuss and provide recommendations to the staff on the draft FFY21 Planning Work Program:

- The PWP represents the budget and work tasks necessary to accomplish and maintain the transportation planning process within SORTPO's region. The PWP is developed to coordinate transportation planning activities for a cooperative, continuing, and comprehensive (3C) planning process. This document includes a description of what work is to be accomplished, who will perform the work, the schedule for completion of the work, the intended products and funding. The PWP is a one-year scope of work and budget for transportation planning activities and funding sources to be accomplished between October 1 and September 30 of the FFY.
- The attached FFY 2021 PWP is a draft and reflects no changes to the annual SPR grant (\$225,000) and the local match (\$56,250). The SPR will reimburse up to 80% of eligible costs of the transportation planning product work efforts identified in the PWP. The local match (20%) is provided by ASCOG and SWODA.
- Key activities or products included are:
  - Establish procedures to collect and maintain data
  - Continue development of the Regional Long-Range Transportation Plan

- \*\*Oversee development of the Regional Freight Plan (awards will be made in September – if the grant is not approved this item will be deleted and the work effort will be moved to the Regional Long-Range Transportation Plan.
- Complete the Active Living Inventory
- The approved PWP must be presented to ODOT by September 1.

10. New Business:

- No New business was discussed at this meeting.

11. Reports and Comments

A. Rural Opportunities to Use Transportation for Economic Success (ROUTES)

Initiative: Tool – Kit: 80-page Grant funding guideline book. Email Chairman Sanders for link to book.

B. Status of Better Utilizing Investments to Leverage Development (BUILD) Grant: Regional Freight Plan – SORTPO/SWODA has applied for this grant is planning on receiving it by October. This freight plan will include things like but not limited to air transport, train transport, and semi-truck freight transport.

C. Letter of support Farmrail System Inc. – Tax Credit this is an annual letter that Farmrail uses every year for applying for tax credit.

D. ODOT news: Center office 80% teleworking. South Oklahoma Development Authority (SODA) will be joining the RTPO program and will be the 5th RTPO in Oklahoma. ODOT Transit Plan will be sent to public review in October and to legislation by December. Everyone is encouraged to review it before October so there is enough time to make any necessary changes before December.

E. ASCOG news: Census

F. Staff news: No staff news at this meeting

G. Reports from Members: No reports from members at this meeting.

Adjourn

- Motion to adjourn the August SORTPO Policy Board meeting was made by Tom Zigler and second by Kirk Butler.

<b>Policy Board Members</b>	<b>Yes/No</b>	<b>Policy Board Members</b>	<b>Yes/No</b>
Brent Almquist	<b>ABSENT</b>	Heather Harding	<b>ABSENT</b>
Anita Archer	<b>YES</b>	Lyle Miller	<b>YES</b>
Tim Bingham	<b>ABENT</b>	Cendie Newman/Pam Ruiz	<b>YES</b>
Dale Bunn	<b>ABSENT</b>	Lyle Roggow	<b>ABSENT</b>
Kirk Butler	<b>YES</b>	Clark Southard	<b>ABSENT</b>

Jerry Dean	<b>ABSENT</b>	Bill Spurlock	<b>ABSENT</b>
Jay Earp	<b>ABSENT</b>	Dale Winkler	<b>YES</b>
Shawn Freie	<b>YES</b>	Tom Zigler	<b>YES</b>
Debora Glasgow	<b>YES</b>		

Motion Passed

ATTEST:

\_\_\_\_\_  
(Chairman)

\_\_\_\_\_  
(Secretary)

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**SORTPO TRANSPORTATION POLICY BOARD  
AGENDA ITEM COMMENTARY**

**September 24, 2020**

**Agenda Title:** Discuss and appoint new SORTPO Transportation Policy Board members.

**Background:** During the past 90 days two members of the SORTPO Board are no longer in appointed/employment positions. It is necessary to look at the current membership and provide recommendations on potential new members. Current membership is attached.

Article III Membership, SORTPO Bylaws sets out the following requirements:

1. Two (2) members shall represent municipal governments.
2. Two (2) members shall represent county governments.
3. The Policy Board Committee membership recommendation (not all agencies listed below are applicable to each RTPO):
  - a. Council of Government
  - b. ODOT – Division Engineer or Designee
  - c. Military Installation
  - d. Airport Authority
  - e. Rail Operator
  - f. Cities (Mayor or designee from 1-2 cities/towns)
  - g. County (Commissioner or designee from 1-2 counties)
  - h. Regional Group (i.e., SOIC, OSA)
  - i. Advisory/Non-Voting:
    - (1) FHWA, FTA
    - (2) Legislators
    - (3) ODOT Planning
    - (4) ODOT Transit
    - (5) State Agency such as ODEQ, SHPO, Agriculture/Wildlife, Forestry

At their August 20<sup>th</sup> meeting Policy Board members recommended Robert Johnston, newly appointed City Manager, Clinton, Mike Merritt, Lawton Emergency Management, Comanche County and Brad Scott, City Manager, Waurika. Tom Zigler to contact Mr. Johnston and Mr. Scott.

**Attachment:** SORTPO Policy Board Membership

**Recommended Action:** Appoint new SORTPO Transportation Policy Board members.



SORTPO Policy Board  
 Membership Agenda  
 Item No: 6

<b><u>Almquist, Brent</u></b> Division Engineer, (SWODA)	<b><u>Archer, Anita</u></b> Elk City, OK 73644 (SWODA)	<b><u>Bingham, Tim</u></b> Kiowa County Commissioner (SWODA)	<b><u>Bunn, Dale</u></b> City Manager City of (ASCOG)	<b><u>Butler, Kirk</u></b> Jackson County Commissioner (SWODA)
<b><u>Dean, Jerry</u></b> Circuit Engineering District #7 (SWODA)	<b><u>Earp, Jay</u></b> ODOT Dis. 7 Engineer (ASCOG)	<b><u>Freie, Shawn</u></b> Director of Economic Development (ASCOG)	<b><u>Glasgow, Debora</u></b> Executive Director (SWODA)	<b><u>Harding, Heather</u></b> Farmrail Corp. Marketing Representative (SWODA)
<b><u>Miller, Lyle</u></b> Custer County Commissioner (SWODA)	<b><u>Newman, Cendie</u></b> Red River Transportation (SWODA)	<b><u>Roggow, Lyle</u></b> President Duncan AEDF (ASCOG)	<b><u>Southard, Clark</u></b> CATERO, INC (ASCOG)	<b><u>Spurlock, Bill</u></b> Elk City Municipal Airport Board (SWODA)
<b><u>Winkler, Dale</u></b> Mayor, Town of Sterling (ASCOG)	<b><u>Zigler, Tom</u></b> ASCOG (ASCOG)	<b><u>NON-VOTING - *</u></b>	<b><u>*Akem, Isaac</u></b> FHWA Planner	<b><u>*Gentis, Adam</u></b> ODOT RTP COORDINATOR

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**SORTPO TRANSPORTATION POLICY BOARD  
AGENDA ITEM COMMENTARY**

**September 24, 2020**

**Agenda Title:** Discuss and endorse the FFY 2021 Annual State Planning & Research funding agreement between the South Western Oklahoma Development Authority (SWODA) and The Oklahoma Department of Transportation (ODOT).

**Background:** The annual State Planning & Research (SPR) funding agreement between SWODA and ODOT provides funding of transportation planning activities to coordinate and support the regional transportation planning process and the regional public participation process as identified in the FFY 2021 Planning Work Program (PWP). The Oklahoma Department of Transportation has funding allocated through the Federal Highway Administration (FHWA) which may be used to develop, support, and facilitate the regional transportation planning process and regional public participation process. Total FHWA funding approved is \$225,000, representing 80% of the total eligible expenses. Effective date of the Agreement is October 1, 2020 – September 30, 2021.

**Attachment:** FFY 2021 SPR Annual Funding Agreement

**Recommended Action:** Endorse the FFY 2021 Annual State Planning & Research funding agreement between the South Western Oklahoma Development Authority (SWODA) and The Oklahoma Department of Transportation (ODOT).

**FFY 2021 AGREEMENT**

**SOUTHWEST OKLAHOMA REGIONAL TRANSPORTATION PLANNING ORGANIZATION  
CONTINUING, COOPERATIVE AND COMPREHENSIVE  
REGIONAL TRANSPORTATION PLANNING**

**SPR PLANNING FUNDS: SPRY-0010(085)PL, JP No. 01946(79), SPR # 1710  
CFDA NUMBER 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)**

**I PARTIES AND PURPOSE**

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Oklahoma Department of Transportation (ODOT) and the Association of South Central Oklahoma Governments (ASCOG) & South Western Oklahoma Development Authority (SWODA) reaffirms the Regional Transportation Planning Process of the Southwest Oklahoma Regional Transportation Planning Organization (SORTPO) study area. The SORTPO is to coordinate and support the regional transportation planning process and the regional public participation process in the established Regional Transportation Planning Organization (RTPO) area of the State, excluding metropolitan planning organizations, pursuant to the Memorandum of Understanding between ODOT and the RTPO. The above-cited parties to this AGREEMENT will hereinafter be referred to individually as the DEPARTMENT and RTPO respectively or, individually, or collectively as the PARTICIPANT or PARTICIPANTS. Frequent reference will be made in this AGREEMENT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA.

The purpose of this AGREEMENT is to provide State Planning and Research (SPR) funding of activities to coordinate and support the regional transportation planning process and the regional public participation process within each RTPO designated area as identified in the RTPO FFY 2021 Planning Work Program (PWP).

**II EFFECTIVE DATE**

The provisions of this AGREEMENT shall become effective from the date of the ODOT Executive Director's signature on the fully executed agreement. This AGREEMENT shall be effective until all funding provided under Section V have been expended but in no event shall the term of this AGREEMENT be extended beyond September 30, 2021 for expenditure of SPR funds without supplementation as provided by Section XVII of this AGREEMENT. This AGREEMENT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section XVIII of this AGREEMENT.

**III ORGANIZATION**

Policy direction, plan selection, and development of programs for regional transportation planning shall be vested in each RTPO Transportation Policy Board (TPB) whose membership and responsibilities are detailed in the FFY 2021 PWP. Each TPB will submit to ODOT through the RTPO transportation plans, policies, and implementation programs for review and endorsement.

IV PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the AGREEMENT period are prescribed in each RTPO FFY 2021 PWP. The PWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken with SPR funds. The purpose and product of the PWP will be a public participation process and a viable up-to-date twenty (20) year comprehensive multi-modal transportation plan. Approval of the PWP by the TPB, PARTICIPANTS, the FHWA, and FTA will constitute acceptance of the PWP as a part of this AGREEMENT, subject to the financing provisions of Section V herein.

V FINANCING

The DEPARTMENT presently has funds available, allocated through FHWA, which may be used to develop, support, and facilitate the regional transportation planning process and regional public participation process. Contingent upon the continued availability of such funds, the DEPARTMENT agrees to participate in the planning efforts to be administered and conducted by the RTPO as detailed in the RTPO PWP. The PARTICIPANT agrees that the financing of this program as set forth in this AGREEMENT is as follows:

South Western Oklahoma Development Authority ..... \$ 225,000.00  
Association of South Central Oklahoma Governments

Total SPR Funds for FFY 2021 ..... \$ 225,000.00

Such funds shall be on the basis of direct and indirect actual costs subject to audit incurred as part of this study and the provisions of the Office of Management and Budget Circular A-133. The direct costs shall be limited to the equipment purchase and rental, authorized travel, office supplies, printing costs, personnel salaries, legal fees, personnel selection and placement, personnel relocation expenses, office rent and other necessary expenses directly associated with actual work performed under this AGREEMENT. Allowable indirect costs will be determined in accordance with the Office of Management and Budget Circulars A-87.

The financing provided by this AGREEMENT is for one hundred percent (100%) of the actual costs for the SPR, subject to audit. An additional 20% local match by the RTPO is also required.

VI AUDIT

As part of this AGREEMENT, RTPO agrees to provide the DEPARTMENT with a Single Audit performed in accordance with the Single Audit Act Amendment of 1996 and the revised OMB Circular A-133 to ensure compliance with federal and state laws, regulations, and provisions of the AGREEMENT. The Single Audit will be performed by an independent auditor in accordance with generally accepted governments auditing standards covering financial audits. If federal or state audit exceptions are found, the PARTICIPANT will resolve the outstanding issues as provided under Section VII.

VII DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or the DEPARTMENT's financial participation in any work item or items contained in the PWP, the details of such disagreement shall be forwarded to both the Deputy Director of the

DEPARTMENT and the Executive Director of the RTPO who jointly shall make the final determination.

VIII PAYMENT

Payments for services described in the RTPO PWP and this AGREEMENT shall be disbursed by the DEPARTMENT on the basis of documented monthly billings from RTPO showing the total actual costs incurred. In no case shall payments exceed an amount equal to that percentage of the work actually completed and reported in monthly progress reports provided by the RTPO. A final voucher for claims arising under this AGREEMENT shall be submitted within ninety (90) calendar days following the last day of the state fiscal year, June 30, or the termination of this AGREEMENT whichever comes first.

IX PROGRESS REPORTS

RTPO shall provide to the DEPARTMENT RTPO monthly reports of expenditures, by work items and a narrative discussion of accomplishments on work program items. Such reports shall be submitted in such form as may be specified by the DEPARTMENT.

X INSPECTION OF WORK

The DEPARTMENT shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda, and any other materials of every description, which the DEPARTMENT considers pertinent to the work hereunder. The PARTICIPANTS will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTICIPANTS. The DEPARTMENT shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

XI PROGRAM EQUIPMENT PROCUREMENT

Unless provided and budgeted, equipment to be purchased, constructed or rented in excess of \$1,000 dollars and purchased with DEPARTMENT funds, requires DEPARTMENT review and approval. The CONTRACTOR shall provide a detailed list identifying each piece of equipment and/or instrument being requested for purchase.

All PROGRAM equipment, materials and services financed in whole or in part pursuant to this agreement shall be purchased by, and in the name of, the CONTRACTOR in accordance with applicable State law and standards set forth in standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200 and (FTA Circular 4220.1F, as amended). PROGRAM equipment, materials and services shall be purchased in conformity with the latest approved PROGRAM budget, and stated within in the PROGRAM Application.

When a CONTRACTOR has contracted out a portion of its federally funded operation or has passed through funding to a subcontractor competitive procurement requirements shall apply to the CONTRACTOR and/or subcontractor activities. In such circumstances, the procurement process of the CONTRACTOR/subcontractor should meet all state and federal requirements. Furthermore, ODOT will maintain complete oversight to ensure CONTRACTOR/subcontractor compliance. This requires written procurement procedures, overseeing selected procurement

processes, and auditing the CONTRACTOR/ subcontractor as ODOT deems necessary.

XII RECORDS

RTPO shall maintain accounting records and other evidence pertaining to the costs incurred under this AGREEMENT. All such data will be made available for inspection by the DEPARTMENT, at all reasonable times at the respective offices during the contract period and for three (3) years after the date of the final payment of Federal funds to the DEPARTMENT with respect to the program. Copies of such records shall be furnished at cost to the DEPARTMENT.

XIII OWNERSHIP OF DATA

The ownership of the data collected under this AGREEMENT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANTS having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

XIV INFORMATION AND REPORTS

Information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by RTPO and/or its consultants and financed in whole or in part by the DEPARTMENT, shall be submitted to the PARTICIPANTS for review and concurrence and shall have the approval of the appropriate study committee for its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the RTPO PWP, to any unit of FHWA and FTA shall be made directly in writing provided the same is sent to DEPARTMENT at the same time.

XV PUBLICATION PROVISIONS

RTPO and/or its consultants shall be free to copyright material developed under this AGREEMENT with the provision that the DEPARTMENT, FHWA and FTA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this AGREEMENT may contain a credit reference to FHWA and FTA such as, "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration".

XVI TRAVEL AND TRAINING

All out-of-state travel and training associated with the RTPO PWP and payable under this AGREEMENT must have written approval of the RTPO Executive Director. A copy of the approved travel voucher must be sent to ODOT, for information. Reimbursement claims for travel expenses: transportation, lodging, per diem and other miscellaneous expenses, shall not exceed the maximum allowed for State agencies under Oklahoma law.

XVII AMENDMENTS OR MODIFICATION OF AGREEMENT

No changes, revisions, amendments, or alteration in the manner, scope, or type of work, or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and

executed by the PARTICIPANTS with same formalities as are observed in the execution of this AGREEMENT.

XVIII TERMINATION OF AGREEMENT

This AGREEMENT was entered into by the PARTICIPANTS because of their mutual accord that the continuing, cooperative, and comprehensive transportation planning and air quality process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this AGREEMENT by giving a thirty (30) day notice in writing to the other PARTICIPANT as referenced in Section XXX Notification of this AGREEMENT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, RTPO shall deliver at cost to the DEPARTMENT all items mentioned in Sections X and XII of this AGREEMENT within thirty (30) calendar days following the effective termination date.

XIX GOVERNMENT-WIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

The RTPO agrees to comply, and assures the compliance of each third party contractor and sub-recipient, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," and in compliance of 2 CFR 200.

In order to protect the public interest, the "Federal-Aid Eligibility Certification" (Exhibit A) shall be signed by the Executive Director of RTPO, as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgments involving fraud or official misconduct of himself/herself or any person associated with the administration and management of this federally funded project.

XX USE OF CONSULTANTS

Under terms of this AGREEMENT, the RTPO may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be completely justified, in writing, by RTPO, and are subject to prior written approval by the DEPARTMENT. Contracts for work to be done must, at a minimum, meet the requirements of State law relative to non-collusion and the provisions of 49 CFR, Section 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that the DEPARTMENT shall insure that RTPO insert in each subcontract the provisions required by the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction the RTPO may make. All contracts and discussions between the DEPARTMENT and consultants retained by RTPO must be initiated through RTPO.

XXI RESPONSIBILITY FOR CLAIMS AND LIABILITY

The RTPO and/or its consultants shall indemnify the DEPARTMENT, FHWA, and FTA and shall hold them, their officers, agents and employees harmless against any and all liabilities, suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by the RTPO and/or its consultants or the negligent acts or misconduct of their subcontractors, agents, or employees arising from this AGREEMENT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright; or from any claim or amounts arising or recovered under the workman's compensation laws or any other laws. The RTPO and/or its consultants shall not be released from

such responsibility until all claims have been settled and suitable evidence to the effect furnished the DEPARTMENT.

XXII COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The RTPO and the DEPARTMENT agree that all operations under the terms of this AGREEMENT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of Employees" (Exhibit C) are made a part of this contract. The term contractor or consultant shall mean the RTPO and/or its consultants.

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT, FHWA or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the DEPARTMENT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it, the FHWA or the FTA may determine to be appropriate including, but not limited to:
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or



(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT, the FHWA or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States Attorney to enter into such litigation to protect the interests of the United States.

XXIII COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT

The RTPO and the DEPARTMENT agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs", a copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this AGREEMENT.

XXIV COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING

The RTPO agree to adhere to Section 1352, Title 31, U.S. Code, which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this AGREEMENT.

XXV COVENANT AGAINST CONTINGENT FEES

The RTPO warrants that it has not employed or retained any company or person specifically to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this AGREEMENT without liability, or at its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

XXVI PRIOR UNDERSTANDING

This AGREEMENT incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

XXVII GOVERNING LAWS AND REGULATIONS

The RTPO and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies

or tribunals in any nature affecting the performance of this AGREEMENT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the RTPO shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

This AGREEMENT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies and procedures of the Oklahoma Transportation Commission.

XXVIII HEADINGS

Article headings used in this AGREEMENT are inserted for convenience of reference only and shall not be deemed a part of this AGREEMENT for any purpose.

XXIX BINDING EFFECT

This AGREEMENT shall be binding upon and inure to the benefit of the DEPARTMENT and the RTPO and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

XXX NOTICES

All notices, demands, requests, or other communications, which may be or are required to be given, served or sent by either party to the other pursuant to the AGREEMENT shall be in writing and shall be deemed to have been properly given or sent:

- (1) if intended for the DEPARTMENT, by electronic transmission, mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the state at:

Department of Transportation  
Strategic Asset & Performance Management Division  
200 Northeast 21st Street  
Oklahoma City, Oklahoma 73105-3204

(Agenda and meeting notices, because of their volume, may be sent by third class mail or by electronic transmission)

- (2) if intended for RTPO, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to RTPO at:

Executive Director  
SWODA  
P.O. Box 569  
Burns Flat, OK 73624

XXXI SEVERABILITY

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not

affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

IN WITNESS WHEREOF, the Executive Director of the South Western Oklahoma Development Authority as set his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and the Deputy Director of the Oklahoma Department of Transportation has set his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**SOUTHWEST OKLAHOMA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:**

Reviewed and Approved  
as to Legality and Form:

DocuSigned by:  
Susan Featherston 9/17/2020  
573BF110FAE540A  
Reviewer  
Director of Finance

\_\_\_\_\_  
Executive Director  
SWODA

**OKLAHOMA DEPARTMENT OF TRANSPORTATION:**

Recommended:

\_\_\_\_\_  
Matthew Swift, P.E.  
SAPM Division Engineer  
Date

\_\_\_\_\_  
Rick Johnson  
Director of Capital Programs  
Date

Reviewed and Approved  
as to Legality and Form:

Approved:

\_\_\_\_\_  
General Counsel  
Date

\_\_\_\_\_  
Dawn Sullivan  
Deputy Director  
Date

**EXHIBIT A  
FEDERAL-AID ELIGIBILITY CERTIFICATION**

The undersigned hereby certifies to the best of his or her knowledge and belief:

- (1) That he or she is the fully authorized agent of the Prospective Participant in this project which involves, Federal funding and has full knowledge and authority to make this certification.
- (2) That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor or accountant, nor any person in a position involving the administration of federal funds:
  - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
  - b. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
  - c. Has a proposed debarment pending; and
  - d. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

If none so state by entering the word none: \_\_\_\_\_

\_\_\_\_\_  
Executive Director  
SWODA

\_\_\_\_\_  
Date

**EXHIBIT B (page 1 of 2)**

**ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS**

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
-- Lower Tier Covered Transactions

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

**EXHIBIT B (page 2 of 2)**

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
– Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**EXHIBIT C (page 1 of 2)**

**NONDISCRIMINATION OF EMPLOYEES**

During the performance of this contract, SORTPO, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

- (1) The RTPO and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
- (2) That any subcontract entered into by the RTPO for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees", and the same shall be appended to said subcontract and incorporated therein by reference.
- (3) The RTPO shall refrain from "discriminatory practices", as hereinafter defined. It is a discriminatory practice for the RTPO to:
  - (a) Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age or handicap; or
  - (b) To limit, segregate or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age or handicap; or
  - (c) Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining; or
  - (d) Publish or cause to be printed or published any notice or advertisement relating to employment by the RTPO indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment; or
  - (e) Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991; or
  - (f) Aid, abet, incite or coerce a person to engage in a discriminatory practice; or
  - (g) Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives; or



**EXHIBIT C (page 2 of 2)**

- (h) Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991; or
  - (i) Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991.
- (4) The RTPO further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to the RTPO in the performance of this Contract.
- (5) Sanctions for Noncompliance - In the event the RTPO violates or refuses to abide by any of the provisions herein set forth, the DEPARTMENT reserves the right and option to:
- (a) Withhold payments to the RTPO until the RTPO furnishes satisfactory evidence of compliance and correction of all violations; or
  - (b) Cancel, terminate or suspend the Contract, in whole or in part, without further liability to the DEPARTMENT other than payment for work performed up to the effective date of cancellation or termination of the contract.
  - (c) All violations which are not corrected by the RTPO within such time as is specified by the DEPARTMENT in its notice of violation, shall be reported to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
- (6) Immediately upon notification of Contract award, the RTPO shall submit to the DEPARTMENT's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.
- (7) The RTPO hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties and responsibilities of said Commission.
- (8) The RTPO further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

**EXHIBIT D (page 1 of 2)**

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES  
POLICY STATEMENT**

It is the policy of the Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) (formerly MBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE/WBE requirements of 49 CFR Part 23 applies to this Agreement.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, the Oklahoma Department of Transportation and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation and its Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Department of Transportation, may result in termination of the contract by the recipient or other such remedy, as the recipient deems appropriate.

**EXHIBIT D (page 2 of 2)**

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S  
BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS**

- (1) It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
  - (a) Including qualified small and minority business on solicitation lists.
  - (b) Assuring that small and minority businesses are solicited whenever they are potential sources.
  - (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
  - (d) Where the requirement permits, establishing delivery schedules that encourage participation by small and minority businesses.
  - (e) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
  - (f) If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
- (2) Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
- (3) Grantees are encouraged to procure goods and services from labor surplus areas.
- (4) Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

**EXHIBIT E**  
**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards in excess of \$100,000, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Executive Director  
SWODA

\_\_\_\_\_  
Date

**STATUS VERIFICATION SYSTEM AFFIDAVIT**

State of Oklahoma )  
 )  
County of \_\_\_\_\_ )

Affiant, \_\_\_\_\_, of lawful age, and having been first duly sworn, on oath states:

1. Affiant is the duly authorized agent of the Southwest Oklahoma Regional Transportation Planning Organization (contractor). Affiant is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the procurement of this contract;
2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. §1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

**FURTHER AFFIANT SAITH NOT.**

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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**STATUTORY AFFIDAVIT**

State of Oklahoma )  
 )  
County of \_\_\_\_\_ )

Affiant, \_\_\_\_\_, of lawful age, and having been first duly sworn, on oath states:

1. That I am the duly authorized agent of the Southwest Oklahoma Regional Transportation Planning Organization (contractor) to submit the attached contract to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of that contract, 74 OS §85.22.
2. That neither the Contractor nor anyone subject to the Contractors direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract to which this statement is attached, 74 OS §85.22.
3. That no person who has been involved in any manner in the development of this Agreement while employed by the Oklahoma Department of Transportation shall be employed to fulfill any of the services provided for under this contract, 74 OS §85.42.
4. That, to the best of my knowledge and belief, the Contractor has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which would result in a substantial duplication of the services or final product acquired by this contract, 74 OS §85.41.

**FURTHER AFFIANT SAITH NOT.**

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**SORTPO TRANSPORTATION POLICY BOARD  
AGENDA ITEM COMMENTARY**

**September 24, 2020**

**Agenda Title:** Discuss and approve the annual Joint Certification Statement.

**Background:** Annually the SORTPO Transportation Policy Board must certify to the Oklahoma Department of Transportation (ODOT) that the transportation planning process is being carried out in a continuing, cooperative, and comprehensive transportation planning process is in accordance with application federal requirements. The Certification also summarizes key activities that were accomplished during the previous federal fiscal year.

**Attachment:** Annual Joint Certification

**Recommended Action:** Endorse the annual Joint Certification Statement

**JOINT CERTIFICATION STATEMENT FOR THE SOUTHWEST OKLAHOMA REGIONAL TRANSPORTATION PLANNING ORGANIZATION PROCESS BY THE OKLAHOMA DEPARTMENT OF TRANSPORTATION.**

1. Memorandum of Understandings have been executed and submitted to Oklahoma Department of Transportation for the Southwest Oklahoma Regional Transportation Planning Organization (SORTPO). This memorandum is to carry out the comprehensive, cooperative and continued efforts of the regional transportation planning process. No complaints concerning the agreement have been raised during the previous year. Therefore, no changes to this agreement are anticipated.
2. SWODA was awarded funding to continue transportation planning through the FFY 2020-2021 funding agreement.
3. The organizational structure for guidance of the SORTPO Regional Transportation Planning Process, as set forth in the Memorandum of Understanding, involves the COGs whose membership and responsibilities are detailed in the PWP. SORTPO will send to ODOT, the transportation plans, policies, and implementation programs for review and endorsement.
4. In FFY 2020, the SORTPO Policy Board received drafts chapters 1 and 2 of the regional long range transportation plan.
5. The SORTPO website was updated and maintained.
6. The FFY 2020-2021 Planning Work Program (PWP) for all participating councils of government within SORTPO was compiled and completed, then sent to the Oklahoma Department of Transportation.
7. The SORTPO staff
  - a. submitted a BUILD grant to USDOT for development of a regional freight plan,
  - b. collected information to develop regional active living inventory,
  - c. facilitated 2 Census 2020 training opportunities,
  - d. weekly emails to municipalities, counties, chambers of commerce, economic development entities, elected officials on Census Self Response information,
  - e. prepared grant applications in partnership with Duncan Power Utilities and ASAP Energy Inc for electric vehicle charging stations in Duncan and Weatherford,
  - f. participated in the Mobility Transit planning process and
  - g. presented information to boards, agencies and businesses on Census, Transportation Planning and SORTPO activities.
8. Maintained partnership between SORTPO and ODOT.
9. SORTPO hereby certifies that it is carrying out a continuing, cooperative and comprehensive transportation planning process for the area in accordance with the applicable requirements of:
  - a. 23 U.S.C.134,49 U.S.C. 5303, and this subpart;
  - b. Sections 174 and 176(c) and (d) of the Clean Air Act, as Amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
  - c. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;



- d. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity.
- e. Section 1101(b) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (Pub. L 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises (DBEs) in USDOT funded projects;
- f. 23 CFR part 230 regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- g. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.) and 49 CFR parts 27, 37 and 38;
- h. The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- i. Section 324 of Title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- j. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- k. In FFY 2020, emphasis will be in the following areas: Development of the Regional Long-Range Plan, revision of the Public Participation Plan and development of the Limited English Proficiency Plan.

Based upon the enumerations mentioned above, the Oklahoma Department of Transportation and SORTPO declare that the planning process is an effective, ongoing, comprehensive, continuing, cooperative transportation planning process addressing the major issues facing the Regional Transportation Area and is being conducted according to all applicable laws and regulations.

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Southwest Oklahoma Regional Transportation Planning Organization SORTPO:

\_\_\_\_\_  
SORTPO Chairman

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ Commission Number: \_\_\_\_\_

OKLAHOMA DEPARTMENT OF TRANSPORTATION

Recommended:

\_\_\_\_\_  
Director of Capital Programs

**SORTPO TRANSPORTATION POLICY BOARD  
AGENDA ITEM COMMENTARY**

**September 24, 2020**

**Agenda Title:** Discuss and approve Resolution 2020-2 adopting the FFY 2021 Planning Work Program (PWP).

**Background:** The PWP represents the budget and work tasks necessary to accomplish and maintain the transportation planning process within SORTPO's region. The PWP is developed to coordinate transportation planning activities for a cooperative, continuing, and comprehensive (3C) planning process. This document includes a description of what work is to be accomplished, who will perform the work, the schedule for completion of the work, the intended products and funding. The PWP is a one-year scope of work and budget for transportation planning activities and funding sources to be accomplished between October 1 and September 30 of the FFY.

The attached FFY 2021 PWP is a draft and reflects no changes to the annual State Planning & Research (SPR) annual grant (\$225,000) and the local match (\$56,250). The SPR will reimburse up to 80% of eligible costs of the transportation planning product work efforts identified in the PWP. The local match (20%) will be provided by ASCOG and SWODA.

Key activities or products included are:

- ✓ Establish procedures to collect and maintain data
- ✓ Continue development of the Regional Long-Range Transportation Plan
- ✓ Complete the Active Living Inventory.

The approved FFY 2021 PWP must be presented to ODOT by September 30th.

**Attachment:** FFY 2021 PWP

**Recommended Action:** Approve Resolution 2020-2 adopting the FFY 2021 Planning Work Program (PWP).

**Resolution No. 2020-2**  
**Adopting the Federal Fiscal Year 2021**  
**Planning Work Program for the**  
**Southwest Oklahoma Regional Transportation Planning Organization**

Whereas, the South Western Oklahoma Development Authority by Resolution 09-04 created the Southwest Oklahoma Regional Transportation Planning Organization (SORTPO); and

Whereas, through a Resolution 16-06 the South Western Oklahoma Development Authority expanded the SORPTO transportation planning area to include the Association of South Central Oklahoma Governments (ASCOG); and

Whereas, Planning Work Program (PWP) defines SORPTO's planning priorities and describes all transportation-related planning activities anticipated in the program year; and

Whereas, the objective of the PWP is to ensure the transportation planning activities for SORTPO supports the regional transportation planning needs of the area; and

Whereas, the PWP was developed by SWODA/ASCOG in collaboration with Oklahoma Department of Transportation (ODOT); and

Whereas, the PWP was included on SORTPO's website for 10 days to allow the public an opportunity to review the PWP and provide comments; and

Whereas, the SORTPO Transportation Technical Committee at their September 17, 2020 meeting recommended approval of the Federal Fiscal Year 20201PWP.

NOW, THEREFORE BE IT RESOLVED, that the SORPTO Policy Board hereby approves and adopts the Federal Fiscal Year 2021 Planning Work Program.

Approved and Adopted by SORTPO Policy Board and signed this 24<sup>th</sup> day of September 2020.

---

Lyle Miller, Chairman SORTPO Policy Board

---

Anita Archer, Secretary SORTPO Policy Board



**Southwest Oklahoma Regional Transportation Planning Organization (SORTPO)**

Planning Work Program  
FFY 2021 Program

South Western Oklahoma Development Authority  
P.O. Box 569  
Burns Flat, Oklahoma 73624  
580-562-4882

Association of South-Central Oklahoma Government  
P.O. Box 1647  
Duncan, OK.73534  
580-736-7965

**[www.sortpo.org](http://www.sortpo.org)**

This project is financed with Federal SPR and SWODA and ASCOG funds.  
FFY October 1, 2021- September 30, 2022

Adopted – September 24, 2020

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## **I INTRODUCTION**

The Planning Work Program (PWP) for the Southwest Oklahoma Regional Transportation Planning Organization (SORTPO) defines the planning priorities in the region and describes all transportation-related planning activities anticipated in the program year. The objective of the PWP is to ensure the transportation planning activities for SWODA/ASCOG region supports the regional transportation planning needs of the area. The PWP is developed by SWODA/ASCOG in collaboration with Oklahoma Department of Transportation (ODOT).

## **II SORTPO**

In April 2012, ODOT entered into an agreement with OARC to oversee development of the regional transportation planning process and the regional public participation process in the non-metropolitan areas of the state. The South Western Oklahoma Development Authority (SWODA) by Resolution 16-06 created the Southwest Oklahoma Regional Transportation Planning Organization (SORTPO). In FFY 2016, the SORTPO region was redefined to include both SWODA and ASCOG Association of South-Central Oklahoma Governments. The Resolution 16-06 is found in (Appendix A). (Appendix B) is the SORTPO Region. The Transportation Technical Committee (Appendix C) reviews the transportation planning process and provides recommendations to the SORTPO Policy Board (Appendix D). The Policy Board reviews and makes final approval on transportation planning products such as the PWP, Long Range Transportation Plan, Public Participation Plan, and other transportation planning studies.

## **III TRANSPORTATION PLANNING PRODUCTS**

SORTPO's regional transportation planning process results in the development of planning products, including the PWP, data collection, Long Range Transportation Plan (LRTP), short range studies and the Public Participation Plan (PPP).

**Planning Work Program (PWP).** The PWP is one element of the transportation planning process that SWODA/ASCOG will follow in support of development of transportation planning products. The PWP will document the transportation planning activities and projects to be accomplished with SPR funds in SORTPO region.

**Regional Long-Range Transportation Plan (LRTP).** The regional LRTP is one of the main products of the transportation planning process. Since 2015, SORTPO has adopted 16 LRTPs for the region. A Regional Long-Range Transportation Plan will be developed in four phases starting in FFY 2020, with a completion date in FFY 2023.

**Public Participation Plans (PPP).** The intent of the Public Participation Plan is to encourage and support proactive public participation throughout the planning and decision-making process related to the development of proposed transportation plans, programs, and projects so that a safe, efficient transportation system reflecting the needs and interests of all stakeholders can be provided. Public participation provides citizens, affected public agencies, private providers of transportation and other interested party's reasonable opportunity to comment, participate in goal setting, problem solving, and expand the focus of transportation decision making. In addition, the Fixing America's Surface Transportation Act (FAST

Act) requires transportation agencies to develop and implement a proactive approach to ensure that transportation services are extended to those traditionally underserved. The SORTPO Policy Board amended the PPP by Resolution # 2018-2 on June 28, 2018.

**Limited English Proficiency Plan (LEP).** SORTPO is represented by a diverse population residing in sixteen counties. SORTPO must prepare for and provide the opportunity for all its citizens to participate in the transportation planning process – regardless of their proficiency in speaking the English language – as required by Executive Order 13166 signed on August 11, 2000. SORTPO Policy adopted Resolution # 2018-3 on June 28, 2018 approving the LEP.

#### **IV FFY 2020 PLANNING PRIORITIES**

The FFY 2020 SORTPO planning priorities are reflected in the various elements of this document. The major products or activities in this FFY will include:

- Attend training recommended by ODOT to further enhance skills of staff.
- Establish procedures to collect and maintain data.
- SWODA and ASCOG staff will collect transportation data to support the transportation planning process.
- Continue development of the SORTPO Regional Long Transportation Plan
- Aid communities and agencies in development of Transportation Alternative Program grants and similar programs.
- Oversee development of the SORTPO Regional Freight Plan.
- Complete the Active Living Inventory.
- Public Engagement and participation with the public to create contacts and relationships and share information pertaining to transportation planning in the region.

Develop information explaining the SORTPO transportation planning process, key documents, update SORTPO website and attend meeting to present SORTPO transportation planning.

#### **V PWP Revenues**

The primary source of federal transportation planning funds is the Federal Highway Administration (FHWA) State Planning and Research (SPR) Funds. FHWA funds cannot exceed 80 percent of the total PWP revenues. The remaining twenty (20) percent is provided by SWODA and ASCOG. Total federal SPR funds for the transportation planning program applied for is \$225,000. Funds shown in Table 1 summarize the budget by funding categories and source of funding. During FFY 2021, various SWODA staff will collect data that will support the SORTPO transportation planning process. The cost of this effort is allowable as a soft match for the grant. Table 2 identifies the funding by PWP work element for FFY 2021.

**Table 1: FHWA SPR Budget Summary**

	<b>SPR Funds</b>	<b>SORTPO Match</b>	<b>Total</b>
Personnel	\$150,365	\$37,591	\$187,956
Travel	\$2,000	\$500	\$2,500
Supplies, printing, copying	\$4,800	\$1,200	\$6,000
Advertising	\$400	\$100	\$500
Consultant	\$20,000	\$5,000	\$25,000
Equipment	\$4,000	\$1,000	\$5,000
Indirect / Bldg. Allocation	\$43,435	\$10,859	\$54,294
<b>Total</b>	<b>\$225,000</b>	<b>\$56,250</b>	<b>\$281,250</b>

Source: SWODA

**Table 2: FFY 2019 Total Budget, Including Federal, State and Local Sources**

<b>SPR</b>	<b>Project</b>	<b>SPR Funds</b>	<b>SORTPO Match</b>	<b>Total</b>
1.0	Program Support & Administration	\$56,860	\$14,215	\$71,075
2.0	Data Acquisition & Management	\$83,155	\$20,789	\$103,944
3.0	Long Range Transportation Planning	\$22,300	\$5,575	\$27,875
4.0	Short-Range Transportation Planning	\$33,755	\$8,439	\$42,194
5.0	Public Education & Participation	\$28,930	\$7,233	\$36,163
	<b>Total</b>	<b>\$225,000</b>	<b>\$56,250</b>	<b>\$281,250</b>

Source: SWODA



**ELEMENT 1.0 - Program Support & Administration**

**OBJECTIVE:** Compliance with administrative, financial, and legal requirements for development and maintenance of the regional transportation planning process.

**TASK DESCRIPTION:** This Task includes the coordination of the Technical Committee and Policy Board meetings, training and travel, preparing the work program, program expenses (office supplies, software, technology, printing and mailing, newspaper notices, survey monkey) and the maintenance cost for the SORTPO website. The following products or activities will be the responsibility of the SORTPO in cooperation with ODOT.

**Tasks:**

- Provide direct support to the SORTPO Policy Board and the Transportation Technical Committee including agenda preparation and distribution, preparation of minutes, scheduling, notification, venue setup/breakdown and facilitation of meetings.
- Prepare and submit monthly claims statement and reports to ODOT.
- Maintain files and financial records and submit SWODA'S and ASCOG's annual financial audit, the audit will be performed following guidance from OMB Circular A133.
- Procure supplies related to transportation planning.
- Training and Travel: This task provides funding for travel to attend meetings in support of the program priorities identified in this document. Travel to include meetings at ODOT, other Regional Councils, Federal Highway Administration and NADO as appropriate.
- Consult with ODOT on the purchase of equipment and/or technology to manage the transportation planning process.

**Products and Schedule:**

Product	Start	Complete	Estimated Hours
Attend SORTPO Policy Board and Technical Committee meetings	1 <sup>st</sup> Quarter	4 <sup>th</sup> Quarter	200
Develop FFY 2022 PWP and amendments to FFY 2021	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter	75
Audit	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter	75
Monthly Claims	1 <sup>st</sup> Quarter	4 <sup>th</sup> Quarter	150
Tech and Policy Board email agenda, notices, and any meeting preparation	1 <sup>st</sup> Quarter	4 <sup>th</sup> Quarter	500

**Table 3: Program Support & Administration Funding**

FUNDING SOURCE	FUNDING AMOUNT
SPR Funds	<b>\$56,860</b>
SORTPO Match	<b>\$14,215</b>
<b>TOTAL</b>	<b>\$71,075</b>

**ELEMENT 2.0 – Data Acquisition and Management**

**OBJECTIVE:** Develop and maintain a current and future socioeconomic database to support the transportation planning process.

**TASK DESCRIPTION:** Identify resources, collect, and maintain demographic and other data elements. The following products or activities will be the responsibility of SORTPO.

**Tasks:**

- Coordinate with SWODA/ASCOG ODOT Divisions 3, 5, 7, Director of 911 SWODA Counties, and communities to collect and share data.
- Provide guidance to communities on installation process of SWODA traffic count equipment. Collect traffic count data.
- Collect transportation data including but not limited to major employers, active living inventory, population, dwelling unit, location of one way and dead-end roads, traffic impediments, freight routes, evacuation routes, signal location and points of interest.
- Develop Maps that display transportation characteristics and location of transportation facilities.
- Coordinate with local and state partners in development procedures to identify data needed, and a procedure for collection and distribution of data.
- Review 2020 Census data.
- Collaborate regional freight stakeholders and major employers to identify current inventories of intermodal facilities, goods movement, and number of employees.
- Retain a GIS Consultant for onsite services/training.

**Products and Schedule:**

Product	Start	Complete	Estimated Hours
In coordination with local and ODOT develop procedures for data acquisition and development.	1 <sup>st</sup> Quarter	4 <sup>th</sup> Quarter	200
Data Acquisition and Management	2nd Quarter	4 <sup>th</sup> Quarter	2300
Develop Maps that display transportation characteristics	1 <sup>st</sup> Quarter	4 <sup>th</sup> Quarter	500
Retain GIS Consultant for training/services	1 <sup>st</sup> Quarter	4 <sup>th</sup> Quarter	500
2020 Census	1 <sup>ST</sup> Quarter	4 <sup>th</sup> Quarter	100

**Table 4: Data Acquisition & Management Funding**

FUNDING SOURCE	FUNDING AMOUNT
SPR Funds	<b>\$83,155</b>
SORTPO Match	<b>\$20,789</b>
<b>TOTAL</b>	<b>\$103,944</b>

**ELEMENT 3.0 – Long Range Transportation Planning**

**OBJECTIVE:** Development of the regional long-range transportation.

**TASK DESCRIPTION:** Coordination of the transportation planning process with community values and goals, land use plans, and other various transportation data to complete a Long- Range Transportation Plan. The following products or activities will be the responsibility of SORTPO.

**TASKS:**

- Develop regional transportation plan following approved template and schedule.

**Products and Schedule:**

<b>Product</b>	<b>Start</b>	<b>Complete</b>	<b>Estimated Hours</b>
Continue development of the Regional Long-Range Transportation Plan	1st Quarter	4th Quarter	500

**Table 5: Long Range Transportation Planning Funding**

<b>FUNDING SOURCE</b>	<b>FUNDING AMOUNT</b>
SPR Funds	<b>\$22,300</b>
SORTPO Match	<b>\$5,575</b>
<b>TOTAL</b>	<b>\$27,875</b>

**ELEMENT 4.0 – Short-Range Transportation Planning**

**OBJECTIVE:** Development of activities, grants, and studies to support the transportation planning process.

**TASK DESCRIPTION:** Help communities in the identification and acquisition of for transportation grants. Participate with ODOT in the development of the Statewide Transit Plan. The following products or activities will be the responsibility of SORTPO.

**Tasks:**

- Update as necessary transportation planning procedures.
- Develop model for regional electric vehicle charging station implementation.
- Collaborate with ODOT on the Transportation Alternative Program grant process and other funding programs.
- Coordinate with other regional, state, and federal agencies involved in transportation planning activities.
- Monitor federal and state legislation.
- Participate in working groups, subcommittees, or task forces associated with ODOT or other government agencies or statewide planning professional associations.
- Assist SORPTO entities in identification of federal and/or state transportation funding sources.
- Develop request for proposal for SORPTO Regional Freight Plan and oversee Freight Planning Consultant’s work efforts.

**Products and Schedule:**

<b>Product</b>	<b>Start</b>	<b>Complete</b>	<b>Estimated Hours</b>
Update transportation planning procedures	1st Quarter	4 <sup>th</sup> Quarter	25
Electric vehicle charging station guidance	2 <sup>nd</sup> Quarter	4 <sup>th</sup> Quarter	100
Monitor state and federal legislation	1st Quarter	4 <sup>th</sup> Quarter	25
Request for Proposal Regional Freight Plan	1 <sup>st</sup> Quarter	1 <sup>st</sup> Quarter	75
Oversee Freight Planning Consultant’s work and Regional Freight Plan	2 <sup>nd</sup> Quarter	4 <sup>th</sup> Quarter	450
Grant Funding assistance	1st Quarter	2 <sup>nd</sup> Quarter	200

**Table 6: Short Range Transportation Planning Funding**

<b>FUNDING SOURCE</b>	<b>FUNDING AMOUNT</b>
SPR Funds	<b>\$33,755</b>
SORTPO Match	<b>\$8,439</b>
<b>TOTAL</b>	<b>\$42,194</b>

**ELEMENT 5.0 – Public Education and Participation**

**OBJECTIVE:** Build awareness, interest, and support in the public and stakeholders for transportation planning.

**TASK DESCRIPTION:** Public outreach and education on the transportation planning process. The following products or activities will be the responsibility of SORTPO.

**Tasks:**

- Develop outreach efforts for effectively communication with the community about transportation planning and projects.
- Host and/or facilitate stakeholder meetings and community/regional meetings.
- Identify best practices for virtual meetings in rural regions and develop virtual meeting program for SORTPO.
- Review and update as necessary the Public Participation Plan (PPP).
- Review and update as necessary the Limited English Proficiency Plan (LEP).
- Update contacts for stakeholder’s folder, elected officials, municipalities, chambers of commerce/economic development agencies.
- Participate in events/activities to engage local communities in the 2020 Census program.

**Products and Schedule:**

Product	Start	Complete	Estimated Hours
Host and/or facilitate stakeholder meetings and community/regional meetings.	1 <sup>st</sup> Quarter	4 <sup>th</sup> Quarter	400
Procedures and information to educate	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	200
Update Public Participation Plan (PPP)	1 <sup>st</sup> Quarter	3 <sup>rd</sup> Quarter	25
Update Limited English Proficiency Plan (LEP)	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	25
Identify best practices for virtual meetings and develop SORTPO program	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	200
Press Releases	1 <sup>st</sup> Quarter	4 <sup>th</sup> Quarter	100
Public Presentation	1 <sup>ST</sup> Quarter	4 <sup>th</sup> Quarter	150

**Table 7: Public Education & Participation Funding**

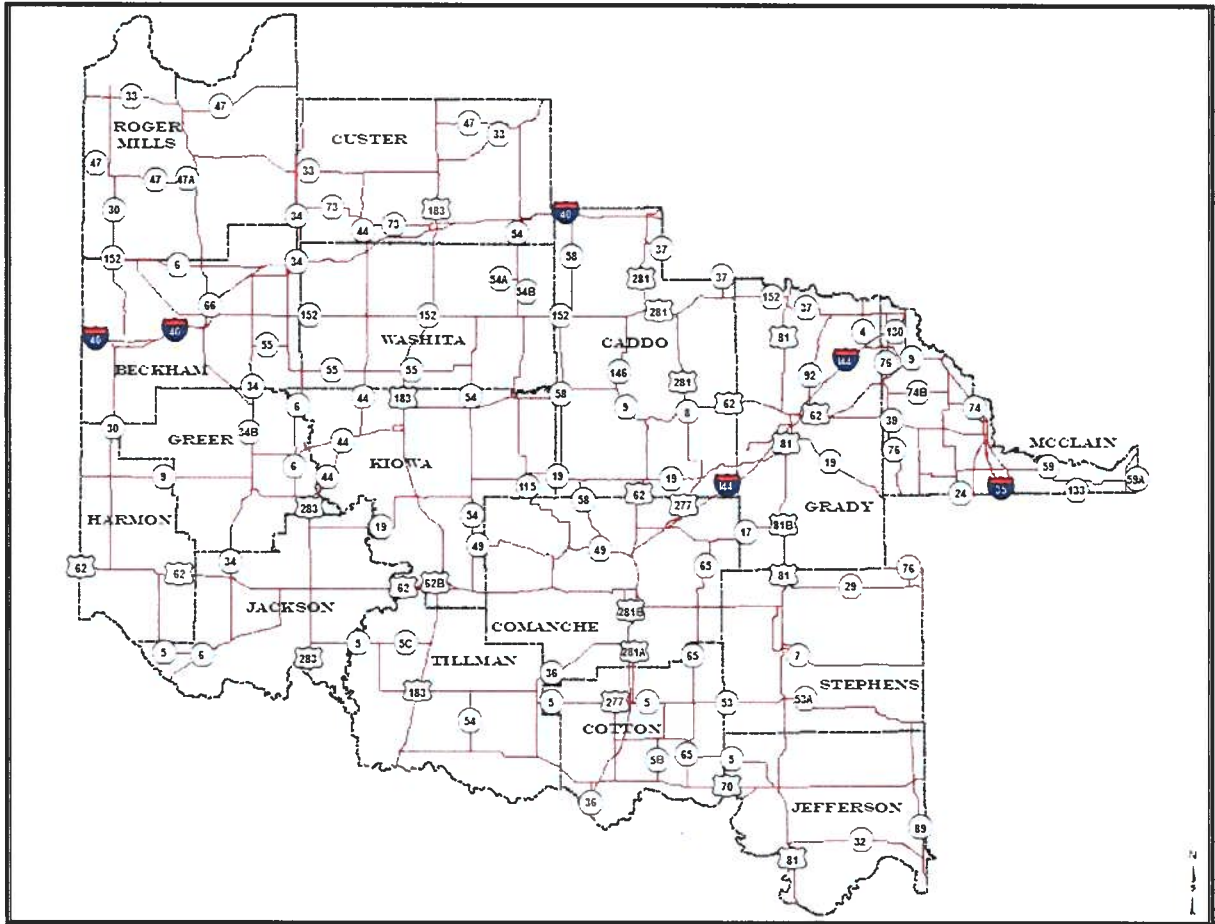
FUNDING SOURCE	FUNDING AMOUNT
SPR Funds	<b>\$28,930</b>
SORTPO Match	<b>\$7,233</b>
<b>TOTAL</b>	<b>\$36,163</b>

**ACRONYMS**

ASCOG	Association of South-Central Oklahoma Government
FAST Act	Fixing America’s Surface Transportation Act
FHWA	Federal Highway Administration
FY	Fiscal Year
FFY	Federal Fiscal Year
GIS	Geographic Information System
LEP	Limited English Proficiency
L RTP	Long Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21st Century Act
NADO	National Association of Development Organizations
OARC	Oklahoma Association of Regional Councils
ODOT	Oklahoma Department of Transportation
PPP	Public Participation Process
PWP	Planning Work Program
RTPO	Regional Transportation Planning Organization
SPR	State Planning and Research
SORTPO	Southwest Oklahoma Regional Transportation Planning Organization
SWODA	South Western Oklahoma Development Authority
TAZ	Traffic Analysis Zone

**APPENDIX A: Resolution**

**APPENDIX B: SORTPO Boundary Map**





**APPENDIX C: SORTPO Technical Committee Members**

Bryce Bohot	Jefferson County Commissioner District #2
Danny Britton	Western Technology Center
Elesia Church	City of Elk City, Treasurer
Chris Hartman	Walters, Oklahoma
Rodger Kerr	Altus Chamber of Commerce
Roland Mower	Clinton Economic Development
Julie Sanders	SORTPO
Cole Vonfeldt	Construction Engineer, ODOT Division 7
Basil Weatherly	City of Elk City
Kim Whaley	Pathways to Healthy Living, Jefferson & Stephens Counties
Tom Zigler	ASCOG

Non-Voting Member

Isaac Akem, FHWA Planner  
Shelley Bookout, United States Department of Agriculture  
Jenna Craft, Delaware Nation  
Travis Estep, Lawton Metropolitan Planning Organization  
Julie Funkhouse, Tobacco Settlement Entitlement Trust (Caddo and Kiowa Counties)  
Adam Gentis, ODOT, Strategic Assets and Planning Performance  
Debora Johnson, Tobacco Settlement Entitlement Trust (Comanche County)  
Jodi Smith, Tobacco Settlement Entitlement Trust (Grady County)  
Beverly Williams, Tobacco Settlement Entitlement Trust (McClain County)

**APPENDIX D: SORTPO Policy Board Members**

Anita Archer	Elk City
Tim Bingham	Kiowa County Commissioner
Dale Bunn	City Manager of Purcell
Kirk Butler	Jackson County Commissioners
Jerry Dean	Circuit Engineering District #7
Jay Earp	Division Engineer, ODOT Division 7
Shawn Freie	Director of Economic Development Caddo Kiowa
Debora Glasgow	SWODA, Executive Director
Heather Harding	Farmrail Corporation
Lyle Miller, Chairman	Custer County Commissioners
Cendie Newman	Red River Transportation
Lyle Roggow	President Duncan Area Economic Development
Sandy Settle	Washita County Emergency Manager
Clark Southard	CATERO / Oklahoma Southwest Alliance
Bill Spurlock	Elk City Municipal Airport Board
Dale Winkler	Mayor, City of Sterling
Tom Zigler	ASCOG

Non-Voting Member

Isaac Akem, FHWA Planner

Adam Gentis, ODOT, Strategic Assets and Planning Performance

**APPENDIX E: PWP RESOLUTION**

**Resolution No. 2019-11  
Adopting the Southwest Oklahoma Regional Transportation Planning Organization  
FFY 2020 Planning Work Program**

Whereas, the Oklahoma Department of Transportation entered into an agreement with the South Western Oklahoma Development Authority (SWODA) to oversee development of regional transportation planning and regional public participation for sixteen counties in southwest Oklahoma comprising SWODA and the Association of South Central Oklahoma Governments (ASCOG) non-metropolitan areas; and

Whereas, SWODA by Resolution 09-04 created the Southwest Oklahoma Regional Transportation Planning Organization (SORTPO); and

Whereas, SORTPO is responsible for the implementation of the Planning Work Program which defines the transportation planning priorities for the region, describes transportation activities to be accomplished and identifies funding sources; and

Whereas, the Planning Work Program has been presented to the general public for review and comment in accordance with the SORTPO Public Participant Plan; and

Whereas, the Planning Work Program was prepared in accordance with relative state and federal rules and regulations and;

Whereas, the Planning Work Program was developed by SWODA and ASCOG.

NOW, THEREFORE BE IT RESOLVED, that the SORTPO Policy Board hereby approves and adopts the FFY 2020 Planning Work Program.

Approved and Adopted by SORTPO Policy Board and signed this 26th day of September 2019.

  
\_\_\_\_\_  
Lyle Miller, Chairman SORTPO Policy Board

ATTEND:  
  
\_\_\_\_\_  
Anita Archer, Secretary SORTPO Policy Board