

**SOUTHWEST OKLAHOMA
REGIONAL TRANSPORTATION
PLANNING ORGANIZATION**

**SORTPO Technical Committee Special Meeting Agenda
September 28, 2023
10:00 a.m.**

Below is the link to join via ZOOM.
Members are encouraged to
participate in person to ensure
quorum is reached.

<https://us02web.zoom.us/j/4556650981?pwd=bERNdmYrbzVRMkplZENwbzB3VVZ3Zz09>

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

**Red River Technology Center
Business & Industry Services Building
Center Building 107, Room 509
3300 W. Bois D'Arc
Duncan, OK 73533
580-255-2903**

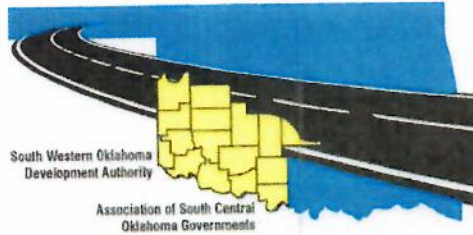
Technical Committee Members	Location	Attendance A/P	Technical Committee Members	Location	Attendance A/P
Danny Britton			Julie Sanders		
Elesia Church			Cole Vonfeldt		
Rodger Kerr			Basil Weatherly		
Jenn Mikesell			Kim Whaley		
Roland Mower			Tom Zigler		
Joel Newberry					

1. Call to Order.
2. Roll Call.
3. Introduction of Guests.
4. Approval of the minutes for June 22, 2023
5. Old Business.
6. Discuss and recommend to the SORTPO Policy Board approval of Resolution 2023-2, Amendment #1 to the FFY 2023 Planning Work Program (PWP).
7. Discuss and recommend the SORTPO Transportation Policy Board endorse the Federal Fiscal Year (FFY) 2024 Annual State Planning and Research funding agreement between the South Western Oklahoma Development Authority (SWODA) and The Oklahoma Department of Transportation (ODOT).
8. Discuss and recommend the SORTPO Transportation Policy Board approval of the annual Joint Certification Statement.
9. Discuss and recommend the SORTPO Transportation Policy Board approve Resolution 2023-3 adopting the Federal Fiscal Year (FFY) 2024 Planning Work Program (PWP).
10. Discuss and recommend to the SORTPO Transportation Policy Board approval of

two additional FFY 2023 SPR Mini Transportation Planning grant applications.

11. Discuss and recommend the SORTPO Transportation Policy Board approve the consultant to develop the Regional Transportation Plan funded by the FFY 2022 RAISE grant.
12. New Business.
13. Reports and Comments
 - A. Reports from members.
 - B. ODOT news.
 - C. ASCOG news.
 - D. SWODA news.
 - E. SORTPO news.
 - Mobility Navigation Program
 - NADO Award of Excellence
 - SORTPO Review
14. 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, Red River Technology Center Business in & Industry Services Building and ASCOG office at 802 W. Main Street, Duncan, OK on June 22nd 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 Technical Committee Meeting Minutes
June 22, 2023
10:00 a.m.**

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

**ASCOG Conference Room
804 W. Main St.
Duncan, OK 73533
580-736-7971**

Technical Committee Members	Location	Attendance A/P	Technical Committee Members	Location	Attendance A/P
Danny Britton	Burns Flat	A	Joel Newberry	Burns Flat	A
Elesia Church	Burns Flat	P	Julie Sanders	Duncan	P
Rodger Kerr	Duncan	A	Cole Vonfeldt	Duncan	P
Jenn Mikesell (Zoom)	Duncan	P	Basil Weatherly	Burns Flat	P
Roland Mower	Duncan	A	Kim Whaley (Scott Boland)	Duncan	P
			Tom Zigler (Ron Peel)	Duncan	P

1. Call to Order.

Meeting called to order by Julie Sanders.

2. Roll Call.

Quorum declared by Julie Sanders.

3. Introduction of Guests.

Michael Flynn ODOT
Dawn Sullivan, ODOT
Michael Ryburn, SWODA
Devin Martin, Farmrail

4. Approval of the minutes for March 8, 2023.

Motion to approve Cole Vonfeldt 2nd Scott Boland.

Technical Committee Members	Location	Attendance A/P	Technical Committee Members	Location	Attendance A/P
Danny Britton	Burns Flat		Joel Newberry	Burns Flat	
Elesia Church	Burns Flat	Y	Julie Sanders	Duncan	Y
Rodger Kerr	Duncan		Cole Vonfeldt	Duncan	Y
Jenn Mikesell (Zoom)	Duncan		Basil Weatherly	Burns Flat	Y
Roland Mower	Duncan		Kim Whaley (Scott Boland)	Duncan	Y
			Tom Zigler (Ron Peel)	Duncan	Y

Motion Passes

5. Old Business. None

6. Receive a presentation from Jones PR on the Oklahoma Fair Miles Pilot Program.

House Bill 1712 signed into law in 2021, created the Oklahoma Road User Charge Program at ODOT and established the Oklahoma Road User Charge Task Force to study and report on transportation funding alternatives to address declining fuel taxes. A report of finding and recommendations on implementation of the Oklahoma Road User Charge Program shall be submitted to the Legislature by December 31, 2023.

Increasing fuel efficiency will decrease available fuel tax funds for Oklahoma’s transportation infrastructure maintenance and innovation. Fair Miles seeks to explore alternative funding options to replace the state fuel tax. Pay-per-mile programs treat roads like utilities and only charge you for what you use. Pay-per-mile programs help eliminate inequitable pressure on populations within Oklahoma that pay a disproportionate amount of state fuel tax. Road conditions worsen if adequate funding isn’t available for ongoing maintenance. As Oklahoma’s projected decrease in fuel tax is realized, road conditions will be difficult to maintain. A pay-per-mile program will keep our roads and bridges safe and usable. www.fairmilesok.com. More than 19 states have completed studies and pilots.

Oklahoma’s fuel tax is 20 cents per gallon for gas and diesel. Federal fuel tax, paid on top of the state’s fuel tax is 18.4 cents per gallon for gas and 24.4 cents per gallon for diesel.

The Oklahoma Road User Fee Task Force has been meeting for several years to develop a program that will study a Fair Road User Charge due to loss of tax revenue from more fuel-efficient vehicles, electric vehicles and change in driving patterns. The Pilot Program is asking citizens to volunteer to help find a solution for permanent funding for our roads and bridges by signing up and participating in the 2023 statewide pilot program (July 2023-December 2023). Through this program participants will have options to report their mileage, review a sample bill and receive a participant gift card.

7. Receive a presentation from Melissa Davis, Local Governments, ODOT on the Structurally Deficient municipal/county bridge grant program.

Through the latest federal transportation legislation, Infrastructure Investment and Jobs Act (IIJA) the Bridge Formula Program, funds were made available to every state to assist in improving bridge conditions as part of the transportation infrastructure. This funding is available for improving not only highway bridges, but also city and county owned structures.

With intentionality, ODOT has made great strides in addressing Structurally Deficient (SD) bridges on the state highway system, moving Oklahoma from number 49 in the nation for worst highway bridges to number 7, however, there are still over 1700 SD bridges on the city and

county system. In an effort to reduce the number of structurally deficient bridges in our state, ODOT is making funding available to address as many structurally deficient bridges as possible that funding will permit. As part of this funding, ODOT has established the SD City Bridge Program (off system) with the goal of providing financial assistance to replace or rehabilitate SD bridges on the municipal system. If you have an SD bridge(s) within your municipal limits and you are interested, please fill out the notice of interest at this link: <https://app.smartsheet.com/b/form/abfd805554334da7ae773579e12e17e7>.

8. Discuss the meeting frequencies for the SORTPO Technical Committee Board 2024 calendar and take appropriate action.

The SORTPO Technical Committee and SORTPO Policy Board are scheduled to meet monthly, excluding the months of July and December. Over the past 2 years there have been several times the meetings were canceled for lack of actionable items. With the cancellation of meetings and not meeting in July or December there are times when both the Technical Committee and Policy Board do not meet for 2-3 months.

Discuss and take action on the following:

1. No change to the meeting frequencies.
2. Meet bi-monthly meetings. January, March, May, July, September, November.
3. Meet quarterly.

No action taken at this time.

9. Discuss and provide comments on the draft FFY 2023-2024 Planning Work Program.

Annually staff prepares the Planning Work Program (PWP). The Planning Work Program (PWP) is the program budget for the Southwest Oklahoma Regional Transportation Planning Organization (SORTPO). This document identifies the funding sources during the federal fiscal year (FFY) that will be used for the transportation planning process. The objective of the PWP is to ensure the transportation planning activities for SWODA/ASCOG region identifies transportation and related planning activities that will be undertaken by SORTPO during FFY 2023-2024. The PWP is developed by SWODA/ASCOG in collaboration with Oklahoma Department of Transportation (ODOT). The PWP is comprised of 6 major elements with specific deliverables, activities, and summary details about expected products.

The major products or activities in for FFY 2024 include:

- SORTPO will track rulemaking and other developments relating to the IIJ Act.:
- Develop the 2023-2027 Transportation Improvement Program.
- Monitor consultant(s) progress and work on development of the Regional Transportation Plan.
- Monitor the progress of the Mobility Navigation program.
- Aid communities and agencies in the development of Transportation Alternative Program grants and grants that enhance or support the transportation system.
- Public engagement and participation with the public to create contacts and relationships and share information pertaining to transportation planning in the region.

10. Discuss and recommend the SORTPO Transportation Policy Board proclaim the week of July 17-21, 2023, as Rural Road Safety Awareness Week.

"What's Speed Got to Do With It" is the theme for the 2023 Rural Road Safety Awareness Week. Nationally in 2020 there were 16,665 rural traffic fatalities, 4,717 were killed in speeding related crashes.

Information obtained from the 2020 Oklahoma Crash Facts statewide:

- Every day in 2020 - 169 crashes occurred; 75 persons were injured in a crash.
- 7 crashes occurred every hour.
- More crashes occurred on Friday.
- More crashes occurred in October.
- More crashes occurred between 5:00 pm and 5:59 pm than at any other hour of the day.
- More fatalities occurred on Monday.
- More fatalities occurred in October.
- More fatalities occurred between 3:00 pm and 3:59 pm and 5:00 pm and 5:59 pm.

Promoting safe driving habits includes being mindful of driving speeds, reminding others to avoid speeding, and supporting initiatives aimed at reducing speeding-related crashes. Resources available can be found at the Oklahoma Office of Public Safety, Oklahoma Department of Transportation and National Center for Rural Road Safety.

Motion to approve Cole Vonfeldt 2nd Scott Boland.

Technical Committee Members	Location	Attendance A/P	Technical Committee Members	Location	Attendance A/P
Danny Britton	Burns Flat		Joel Newberry	Burns Flat	
Elesia Church	Burns Flat	Y	Julie Sanders	Duncan	Y
Rodger Kerr	Duncan		Cole Vonfeldt	Duncan	Y
Jenn Mikesell (Zoom)	Duncan		Basil Weatherly	Burns Flat	Y
Roland Mower	Duncan		Kim Whaley (Scott Boland)	Duncan	Y
			Tom Zigler (Ron Peel)	Duncan	Y

Motion Passes

11. New Business

12. Reports and Comments.

Reports from members

Cole Vonfeldt-ODOT-District 7 in overlay season, State Hwy 49 by Medicine Park and 62 west of Lawton contractor coming back to do the rest of this project and State Hwy 7 east of Duncan, shoulder project on State Hwy 19 in Grady County out by Brady, 2 projects to finish out 19 from Chickasha to County Line shoulders.

Michael Flynn-ESTIP Website-Electronic Statewide Transportation Improvement Program-First five years of projects on the eight-year project improvement list, can sort by counties for projects, play around with this so you can learn how to use it. It is a new system so if you encounter any issues let Michael or Julie know so they can pass these issues along. Active Transportation Plan is at the final draft stage at end of summer which includes Vulnerable Road User Assessment, this tool will be used for Strategic Highway Safety Plan, which is due to Federal Highway November 15th, this has a 30-day comment period, workshop on July 13th for SHSP for all district traffic engineers and RTPO Planners.

Ron Peel-ASCOG-REAP Workshops one today and another one on July 13th, that's all that is going on right now.

Debra Glasgow-SWODA-Introduce Cristie Williams as the new Mobility Navigator and Dana Church who is helping Julie Sanders with transportation needs within our communities. Thankfully the board just approved the FY24 budget and also glad to know that we are unaware of any cuts to any of our project budgets, we are opening up our REAP Grants and CENA Projects.

Scott Boland-Pathways-Teen traffic safety event on September 27th at Simmons Center, Fall Back on Safety event November 1st for 4th graders for Stevens and Jefferson Counties. Still planning a Spring Safety event on 13th of March for 5th graders. Created a website; TownofBray.com. Bray has never had anything like this before.

Julie Sanders-SORTPO-RAISE Grant for regional transportation plan, it has taken 9-12 months to get a signed agreement with Federal Highway, hoping to have a signed agreement end of June first part of July, then we will be going out for RFP for consultants this RFP has very specific requirements for this consultant. There will be two walkability workshops within the regions. There is a grant through Federal Highways US DOT-Safety for All, there is a match for this grant, the safety component of the RAISE Grant should be able to be used for the planning document that will lead into a construction project. DBE will be required for US-DOT projects over \$250,000.00, usually this is not a problem with ODOT having an approved DBE on file. You might need to adopt the ODOT DBE program, so you are setting yourself up for additional grant opportunities that are coming up. There is a national safety conference Sept. 11-15 in OKC. Julie and Vicki Eggers will be presenting at this conference. Please like SORTPO's Facebook page.

13. Adjourn.

Motion to approve Anita Archer second by Basil Weatherly.

Technical Committee Members	Location	Attendance A/P	Technical Committee Members	Location	Attendance A/P
Danny Britton	Burns Flat		Joel Newberry	Burns Flat	
Elesia Church	Burns Flat	Y	Julie Sanders	Duncan	Y
Rodger Kerr	Duncan		Cole Vonfeldt	Duncan	Y
Jenn Mikesell (Zoom)	Duncan		Basil Weatherly	Burns Flat	Y
Roland Mower	Duncan		Kim Whaley (Scott Boland)	Duncan	Y
			Tom Zigler (Ron Peel)	Duncan	Y

Motion Passes

(Chairman)

SORTPO TRANSPORTATION TECHNICAL COMMITTEE

AGENDA ITEM COMMENTARY

September 28, 2023

Agenda Title: Discuss and recommend to the SORTPO Policy Board approval of Resolution 2023-2, Amendment #1 to the FFY 2023 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.

Amendment #1 is an end of the year action. The approved funding limits by Element in the PWP were estimates based on staff's knowledge of activities and tasks. By approving the amendment, the existing funding will be redistributed to the PWP Elements shown in the table below to allow for full expenditure of funds.

	FFY 2023	Amendment #1
Element 1	\$56,320	\$71,000
Element 2	\$28,973	\$2,984
Element 3	\$40,687	\$27,000
Element 4	\$112,615	\$138,100
Element 5	\$42,655	\$42,166
	\$281,250	\$281,250

ODOT Planning Division reviewed the request and is in concurrence with the proposed Amendment.

Attachment: Resolution 2023-2; FFY 2023 PWP Amendment.

Recommended Action: Recommend to the SORTPO Policy Board approval Resolution 2023-2 Amendment #1 to the FFY 2023 Planning Work Program (PWP).

Resolution No. 2023-2

**Adopting Amendment #1 to the Federal Fiscal Year 2023
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 SORTPO Policy Board adopted the Federal Fiscal Year 2023 PWP at their September 22, 2022 meeting; and

Whereas, Amendment #1 redistributes existing SPR funds to the elements listed below; and

	FFY 2023	Amendment #1
Element 1	\$56,320	\$71,000
Element 2	\$28,973	\$2,984
Element 3	\$40,687	27,000
Element 4	\$112,615	138,100
Element 5	\$42,655	\$42,166
	\$281,250	\$281,250

Whereas, Amendment #1 to 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 28, 2023, meeting recommended approval of Amendment #1 to the Federal Fiscal Year 2022 PWP.

NOW, THEREFORE BE IT RESOLVED, that the SORPTO Policy Board hereby approves and adopts Amendment #1 to the Federal Fiscal Year 2023 Planning Work Program.

Approved and Adopted by SORTPO Policy Board and signed this 28th day of September 2023.

Heather Harding, Chairman SORTPO Policy Board

Julie Sanders, Secretary SORTPO Policy Board

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**SORTPO TRANSPORTATION TECHNICAL COMMITTEE
AGENDA ITEM COMMENTARY
September 28, 2023**

Agenda Title: Discuss and recommend the SORTPO Transportation Policy Board endorse the Federal Fiscal Year (FFY) 2024 Annual State Planning and 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 2022 Planning Work Program (PWP). ODOT 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 and xxx funding from ARPA for the Mobility Management program. Effective date of the Agreement is October 1, 2023 – September 30, 2024.

Attachment: FFY 2024 SPR Annual Funding Agreement

Recommended Action: Recommend the SORTPO Transportation Policy Board endorse the Federal Fiscal Year (FFY) 2024 Annual State Planning and Research funding agreement between SWODA and ODOT.

FFY 2024 AGREEMENT

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

**SPR PLANNING FUNDS: SPRY-0010(093) PL, JP No. 01946(89) Item: 1710
CFDA NUMBER 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)**

I PARTIES AND PURPOSE

This AGREEMENT made and entered into this _____ day of _____, 2023, by and between the Oklahoma Department of Transportation (ODOT) and South Western Oklahoma Development Authority (SWODA) and Association of South Central Oklahoma Governments (ASCOG), reaffirms the Regional Transportation Planning Process of the Southwest Oklahoma Regional Transportation Planning Organization (SORTPO) study area. The above-cited parties to this AGREEMENT will hereinafter be referred to individually as the DEPARTMENT and SORTPO 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 the established SORTPO study area, excluding any metropolitan planning organization study area, pursuant to the Memorandum of Understanding between the DEPARTMENT and the SORTPO, and as identified in the FFY 2024 Planning Work Program (PWP).

II EFFECTIVE DATE

The provisions of this AGREEMENT shall become effective on the first day of October 2023, or on the day, this project is authorized by FHWA and FTA, whichever comes later. This AGREEMENT shall be effective until all funding provided under Section V has been expended but in no event shall the term of this AGREEMENT be extended beyond September 30, 2024 for expenditure of FHWA – 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 the SORTPO Transportation Policy Board (TPB) whose membership and responsibilities are detailed in the FFY 2024 PWP. Each TPB will submit to the DEPARTMENT through the SORTPO 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 the FFY 2024 PWP. The PWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken with FHWA 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 for SORTPO. Approval of the PWP by the PARTICIPANTS, TPB, and FHWA 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 SORTPO as detailed in the PWP. The PARTICIPANTS agree that the financing of this program as set forth in this AGREEMENT is as follows:

South Western Oklahoma Development Authority	\$ <u>225,000.00</u>
Association of South Central Oklahoma Governments	
 Total FHWA Funds for FFY 2024	 \$ <u>225,000.00</u>

Such funds shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 Code of Federal Regulations (CFR) 200 Subpart E. The direct costs shall be limited to the equipment rental, equipment purchase, 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 cost will be determined in accordance with 2 CFR 200.414.

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

VI AUDIT

As part of this AGREEMENT, SORTPO agrees to provide the DEPARTMENT with a Single Audit performed in accordance with the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR 200 Subpart F 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 government auditing standards covering financial audits. If federal or state exceptions are found, the PARTICIPANTS 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 SORTPO who jointly shall make the final determination.

VIII PAYMENT

Payments for services described in the PWP and this AGREEMENT shall be disbursed by the DEPARTMENT on the basis of documented monthly billings from SORTPO showing the total actual costs incurred. Such billings shall be submitted each month. In no case shall payments exceed an amount equal to that percentage of the work actually completed and reported in monthly progress reports. A final voucher for claims arising under this AGREEMENT shall be submitted within ninety (90) calendar days

following the last day of the federal fiscal year, September 30, or the termination of this AGREEMENT, whichever comes first.

IX PROGRESS REPORTS

SORTPO shall provide to the DEPARTMENT 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 anyone 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 PARTICIPANT and/or the subrecipients 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 PARTICIPANT and/or the subrecipients in accordance with applicable State law and 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 PARTICIPANT and/or the subrecipient 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 PARTICIPANT and/or subcontractor activities. In such circumstances, the procurement process of the PARTICIPANT and/or the subcontractor shall meet all state and federal requirements. Furthermore, the DEPARTMENT will maintain complete oversight to ensure PARTICIPANT/subcontractor compliance. This requires written procurement procedures, overseeing selected procurement processes, and auditing the PARTICIPANT/ subcontractor as the DEPARTMENT deems necessary.

XII RECORDS

The PARTICIPANT hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200. Such records will be made available for inspection by the DEPARTMENT, at all reasonable times at the respective offices during the contract period and for seven years after the date of the final payment of Federal funds to the DEPARTMENT with respect to the study. 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 PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

XIV INFORMATION AND REPORTS

All Information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by SORTPO 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 prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the 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

SORTPO 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 PWP and payable under this AGREEMENT must have written approval of the SORTPO Executive Director. A copy of the approved travel voucher must be sent to the DEPARTMENT, for information, prior to actual travel. 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 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 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, SORTPO 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 SORTPO 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 SORTPO, 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 SORTPO 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 SORTPO, and are subject to prior written approval by the DEPARTMENT. Contracts for work to be done must, at a minimum, meet the requirements of 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 ensure that SORTPO 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 SORTPO may make. All contracts and discussions between the DEPARTMENT and consultants retained by SORTPO must be initiated through SORTPO.

XXI RESPONSIBILITY FOR CLAIMS AND LIABILITY

SORTPO and/or its consultants shall save harmless the DEPARTMENT, FHWA and FTA from all 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 SORTPO and/or its consultants or the negligent acts or misconduct of their subconsultants, 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. SORTPO 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

SORTPO 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 PARTICIPANT or consultant shall mean SORTPO and/or its consultants.

- (1) Compliance with Regulations: The PARTICIPANT 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 PARTICIPANT, 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 PARTICIPANT 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 PARTICIPANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractors or supplier shall be notified by the PARTICIPANT of the PARTICIPANT'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 PARTICIPANT 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 PARTICIPANT is in the exclusive possession of another who fails or refuses to furnish this information, the PARTICIPANT 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 PARTICIPANT'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 PARTICIPANT under the contract until the PARTICIPANT complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The PARTICIPANT will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The PARTICIPANT 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 PARTICIPANT becomes involved in, or is threatened with, litigation with a subcontractors or supplier as a result of such direction, the PARTICIPANT may request the State to enter into such litigation to protect the interests of the State, and, in addition, the PARTICIPANT 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

SORTPO 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

SORTPO 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

SORTPO 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

SORTPO and its subconsultants 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 SORTPO 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 SORTPO 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
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 SORTPO, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to SORTPO 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.

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 afore-mentioned 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: none

Executive Director
SWODA

Date

EXHIBIT B (page 1 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subconsultants, 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, the SORTPO, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

- (1) The SORTPO and its subconsultants 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 SORTPO 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 SORTPO shall refrain from "discriminatory practices", as hereinafter defined. It is a discriminatory practice for the SORTPO 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 SORTPO 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 SORTPO 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 SORTPO in the performance of this Contract.
- (5) Sanctions for Noncompliance - In the event the SORTPO 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 SORTPO until the SORTPO 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 SORTPO 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 SORTPO 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 SORTPO 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 SORTPO 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 PARTICIPANT 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

STATUTORY CERTIFICATION

Title 74 Okla. Stat. §85.22

The undersigned hereby certifies to the following statutory requirements:

1. That I am the agent authorized by the 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.
2. That the contractor has not 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(s) of value, either directly or indirectly, in procuring this CONTRACT.
3. That no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this CONTRACT.
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 required by this CONTRACT.
5. 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.

Certified by the Contractor's authorized representative, DATED: _____

CERTIFIER

**SORTPO TRANSPORTATION TECHNICAL COMMITTEE
AGENDA ITEM COMMENTARY
September 28, 2023**

Agenda Title: Discuss and recommend to the SORTPO Transportation Policy Board approval of 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: Recommend to the SORTPO Transportation Policy Board approval of the annual Joint Certification Statement.

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

1. Memorandum of Understandings has been executed and submitted to Oklahoma Department of Transportation for 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 were 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 2023-2024 funding agreement.
3. The organizational structure for guidance of SORTPO Regional Transportation Planning Process, as set forth in the Memorandum of Understanding, involves the Council of Governments (COGs) whose membership and responsibilities are detailed in the Planning Work Program (PWP). SORTPO will send to ODOT, transportation plans, policies, and implementation programs for review and endorsement.
4. In FFY 2023, the SORTPO Policy Board approved transportation planning grants for the cities of Gracemont, Elgin and Altus.
5. The SORTPO website was updated and maintained.
6. The FFY 2023-2024 Planning Work Program for all participating COGs within SORTPO was compiled and completed and sent to Oklahoma Department of Transportation.
7. The SORTPO staff in FFY 2023:
 - a. submitted a FFY 2022 RAISE grant to USDOT for development of a Regional Multimodal Transportation Plan,
 - b. completed active living interactive map for the website,
 - c. adopted the regional transportation policy plan,
 - d. finalized the FFY 2022 RAISE Grant agreement, request for proposal and contract for the regional transportation plan,
 - e. participated in the statewide committees to include: ODOT Active Living Plan, Strategic Highway Safety Plan, EV Plan.
 - f. distributed information to local governments, health departments, chambers of commerce and media on the Transportation Alternative Program, o
 - g. implemented Mobility Management pilot program in 3 counties,
 - h. developed transportation planning procedures,
 - i. presented information at the National Rural Transportation / NADO Transportation conference and
 - j. hosted a Walkability Summit.
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:

SORTPO ANNUAL JOINT CERTIFICATION STATEMENT

- a. 23 U.S.C.134,49 U.S.C. 5303, and this subpart. 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.
- b. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21.
- c. 49 U.S.C. 5332, prohibiting discrimination based on race, color, creed, national origin, sex, or age in employment or business opportunity.
- d. 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.
- e. 23 CFR part 230 regarding the implementation of an equal employment opportunity program on federal and federal-aid highway construction contracts.
- f. 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.
- g. The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination based on age in programs or activities receiving federal financial assistance.
- h. Section 324 of Title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- i. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- j. In FFY 2023, emphasis will be in the following areas: Development of the Regional Long-Range Plan, implementation of the Mobility Management Program and revision of the Public Participation Plan.

Based upon the enumerations mentioned above, 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

OKLAHOMA DEPARTMENT OF TRANSPORTATION

Recommended:

Laura Chaney, Planning Branch Manager

Approved:

Deputy Director Dawn Sullivan

**SORTPO TRANSPORTATION TECHNICAL COMMITTEE
AGENDA ITEM COMMENTARY
September 28, 2023**

Agenda Title: Discuss and recommend the SORTPO Transportation Policy Board approve Resolution 2023-3 adopting the Federal Fiscal Year (FFY) 2024 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 PWP is comprised of 7 major elements with specific deliverables, activities, and summary details about expected products. Element 7 Transportation Improvement Program (TIP) will have funding reallocated from other elements after RTPO designation by ODOT.

The attached FFY 2024 PWP illustrates the allocation of State Planning and Research (SPR) annual grant (\$225,000) and the local match (\$56,250) in five elements as well as \$100,000 in Federal Transit Administration (FTA) Section 5310 funds that are allocated to the Pilot Mobility Management Program identified in Element 6. There is no local match required for the Pilot Mobility Management Program. 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.

The major products or activities in for FFY 2024 include:

- SORTPO will track rulemaking and other developments relating to the IIJ Act and update the website.
- Develop the 2023-2027 Transportation Improvement Program.
- Monitor consultant(s) progress in development of the Regional Transportation Plan.
- Implement the Mobility Management Pilot program in 6 counties.
- Assist communities and agencies in the development of Transportation Alternative Program (TAP) grant and grants that enhance or support the transportation system.
- Public engagement and participation with the public to create contacts and relationships and share information pertaining to transportation planning in the region.

Attachment: FFY 2024 Planning Work Program

Recommended Action: Recommend the SORTPO Transportation Policy Board approve Resolution 2023-3 adopting the Federal Fiscal Year (FFY) 2024 Planning Work Program (PWP).

Resolution No. 2023- 3
Adopting the Federal Fiscal Year 2024
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 28, 2023, meeting recommended approval of the Federal Fiscal Year 2024 PWP.

NOW, THEREFORE BE IT RESOLVED, that the SORPTO Policy Board hereby approves and adopts the Federal Fiscal Year 2024 Planning Work Program.

Approved and Adopted by SORTPO Policy Board and signed this 28th day of September, 2023.

Heather Harding, Chairman SORTPO Policy Board

Julie Sanders, Secretary SORTPO Policy Board



Planning Work Program
FFY 2024 Program

South Western Oklahoma Development Authority
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This project is financed with Federal SPR and SWODA and ASCOG funds.
FFY October 1, 2023 - September 30, 2024

Adopted -

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RESOLUTION

**Resolution No. 2023 - 3
Adopting the Federal Fiscal Year 2024
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

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NOW, THEREFORE BE IT RESOLVED, that the SORPTO Policy Board hereby approves and adopts the Federal Fiscal Year 2024 Planning Work Program.

Approved and Adopted by SORTPO Policy Board and signed this _____.

Heather Harding, Chairman SORTPO Policy Board

Julie Sanders, Secretary



Introduction

In April 2012, the Oklahoma Department of Transportation (ODOT) entered an agreement with Oklahoma Association of Regional Councils (OARC) to oversee development of the regional transportation planning process and the regional public participation process in the non-metropolitan areas of the state. Three Councils of governments were selected as pilot projects: SWODA, NODA and COEDD. The goals of the RTPO are to provide a regional forum for cooperative decision making about transportation issues and to serve as liaison between the local governments and the Oklahoma Department of Transportation (ODOT). The exposure of the RTPO program through OARC has allowed for an interest in collaborating planning among county commissions, mayors, circuit engineering districts, ODOT Division Engineers, city officials, business owners, and local citizens.

Beginning with Federal Fiscal Year (FFY) 2015 two additional rural COGs (ASCOG and Grand Gateway) were added to the program. In FFY 2016, through a collaborative effort involving SORTPO, ASCOG and ODOT a transportation planning pilot project comprising sixteen (16) counties was initiated representing two Councils of Governments SWODA and ASCOG. The SWODA Board of Trustees adopted Resolution 16-06 (Appendix A) amending the SORTPO region (Map 1).

The objective of the PWP is to ensure the transportation planning activities for SWODA/ASCOG region identifies transportation and related planning activities that will be undertaken by SORTPO during FFY 2023-2024. The PWP is developed by SWODA/ASCOG in collaboration with Oklahoma Department of Transportation (ODOT). The PWP is comprised of 6 major elements with specific deliverables, activities, and summary details about expected products.

Federal Requirements

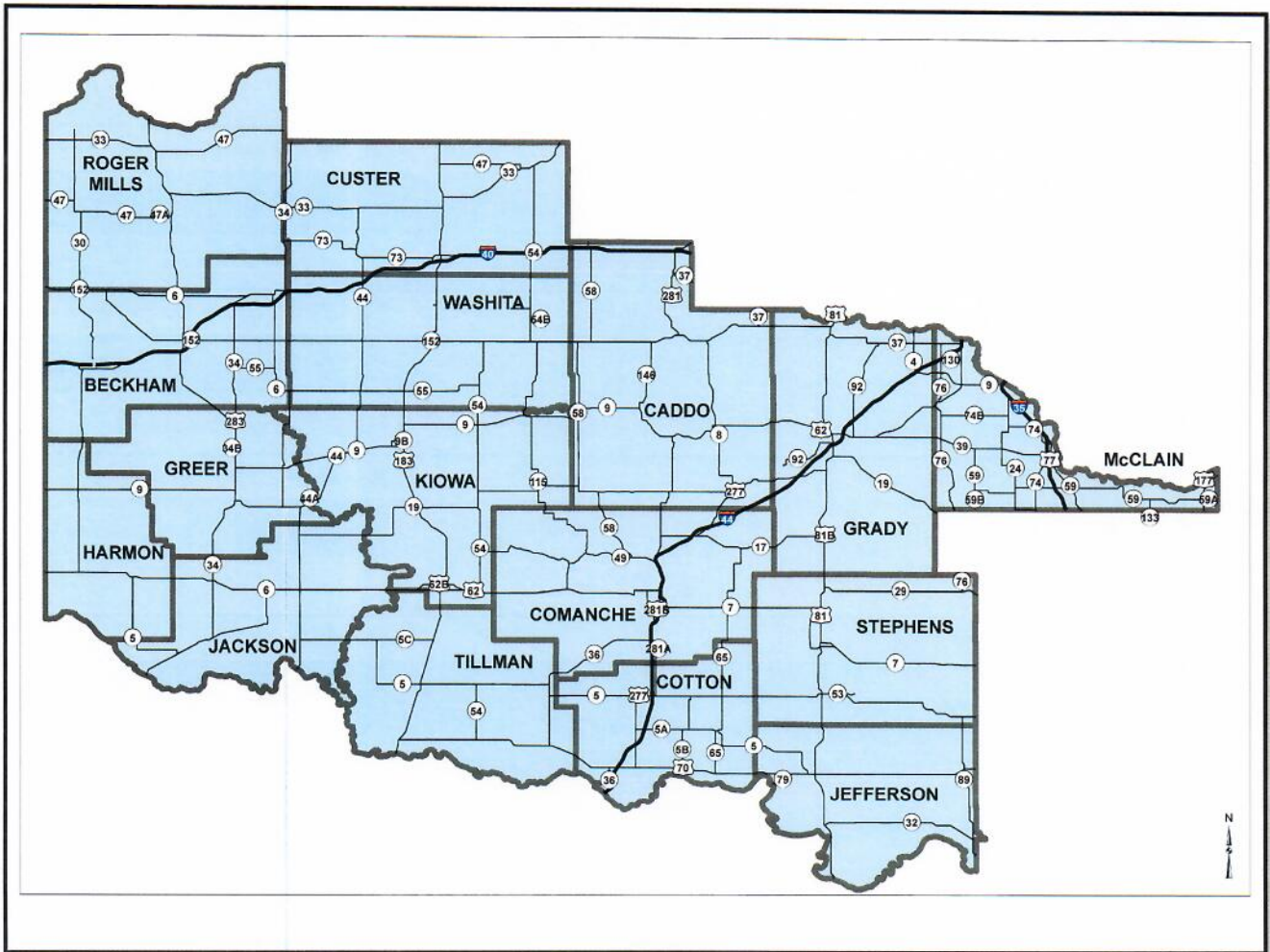
Federal transportation legislation first established performance-based planning requirements for metropolitan planning organizations (MPOs) in 2012 with the Moving Ahead for Progress in the 21st Century Act (MAP-21), which was continued in 2015 with the Fixing America's Surface Transportation (FAST) Act and in 2021 with the IIJA.

The requirement is for a streamlined and performance-based process for transportation planning, implementation, and evaluation that shows how these together will address national transportation goals. National goals for performance areas include:

- **Safety** – To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
- **Infrastructure Condition** – To maintain the highway and transit system infrastructure assets in a state of good repair.
- **Congestion Reduction** – To achieve a significant reduction in congestion on the National Highway System.
- **System Reliability** – To improve the efficiency of the surface transportation system.
- **Freight Movement and Economic Vitality** – To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.

- **Environmental Sustainability** – To enhance the performance of the transportation system while protecting and enhancing the natural environment.
- **Reduced Project Delivery Delays** – To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies’ work practices.

Map 1: SORTPO Planning Region



Planning Factors

Planning Factors were established in MAP-21 and FAST Act as areas to consider when developing the transportation plan. The planning goals and strategies identified in the RTP address the 10 national planning factors:

- Support the economic vitality of the United States, the States, nonmetropolitan areas, and metropolitan areas, especially enabling global competitiveness, productivity, and efficiency.
- Improve infrastructure conditions to achieve a state of good repair.
- Reduce congestion.
- Increase accessibility and mobility of people and freight.

- Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic patterns.
- Enhance the integration and connectivity of the transportation system across and between modes, people, and freight.
- Promote efficient system management and operation.
- Emphasize the preservation of the existing transportation system.
- Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
- Enhance travel and tourism.

Transportation Planning Products

SORTPO's regional transportation planning process results in the development of planning products, including the PWP, data collection, Regional Transportation Plan (RTP), short range studies, Limited English Proficiency Plan and 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 documents the transportation planning activities and projects to be accomplished with SPR funds in SORTPO region during the federal fiscal year (FFY).
- *Regional Long-Range Transportation Plan (RTP)*. The RTP is one of the main products of the transportation planning process. Between 2015 and 2019 the SORTPO Transportation Policy Board adopted sixteen Long Range Transportation Plans. The development of the Regional Plan: Southwest Oklahoma Moving People and Goods began in 2020 and will be adopted in FFY 2024. SWODA is the recipient of a 2022 RAISE grant in the amount of \$1.5 million that will be utilized to further develop and enhance the regional plan under development.
- *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.

SORTPO Responsibilities

SORTPO responsibilities include:

- Develop and maintain a long-range multi modal Regional Transportation Plan (RTP).
- Coordinate transportation decisions among local jurisdictions, state agencies, and area transit operators.
- Develop an annual planning work program.
- Develop and implement a public participation plan (PPP).

All aspects of the planning process are overseen by the SORTPO Transportation Policy Board (TPB). The SORTPO Transportation Technical Committee (TTC) serves as the advisory group for transportation planning and policy initiatives. This committee reviews transportation planning work efforts and provides a recommendation to the TPB for their consideration and action. The day-to-day activities of SORTPO are supported by a full-time transportation planner. Additional SWODA and ASCOG staff members contribute to the transportation planning process to ensure the overall planning program is executed in a timely and efficient manner and in accordance with Federal regulations. Staff are housed within the SWODA and ASCOG Planning Departments. Staff, equipment, supplies, rent, consulting studies, and other expenses used to support staffing operations are reimbursable to SORTPO by the FHWA State Planning & Research (SPR) program funds at 80% of the total amount of the work effort and the local match of 20% is provided by SWODA and ASCOG.

Regional Transportation Priorities

The FFY 2024 SORTPO planning priorities are reflected in the various elements of this document. The major products or activities planned for FFY 2024 include:

- SORTPO will track rulemaking and other developments relating to the IIJ Act.
- Develop the Regional Transportation Improvement Program (RTIP).
- Monitor consultant(s) work and progress on development of the Regional Transportation Plan.
- Assess the progress of the Mobility Navigation program.
- Area planning assistance.
- Attending training recommended by ODOT to further enhance the skills of staff.
- Aid communities and agencies in the development of Transportation Alternative Program grants and other grants that enhance or support the transportation system.
- Advance 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.

SFY 2023 Accomplishments

Reviewing FFY 2023, this section highlights some notable completed work items.

- FFY 2022 RAISE planning grant approved in the amount of \$1.5 million to develop a regional transportation plan.
- Developed request for proposal for FFY 2022 RAISE Planning Grant Consultant and evaluated proposals.

- Implemented Mobility Management Pilot Program for Jackson, Kiowa and Tillman counties.
- Hosted a Walkability Summit in Clinton, Ok.
- Completed the Regional Transportation Policy Plan.
- Submitted application to ODOT for official RTPO designation.
- Prepared and/or provided assistance in development of Transportation Alternative Program (TAP) grant applications.
- Awarded SPR Transportation Planning Mini grants.

PWP Funding

The SORTPO State Planning & Research (SPR) transportation planning program is funded by state, local funds, and in-kind matching funds totaling \$ 281,250. The largest funding source is derived from FHWA funds apportioned to ODOT’s SPR program. FHWA funds cannot exceed 80% of the total PWP project cost. The remaining 20% is provided by SWODA, ASCOG and local jurisdictions/agencies. Total federal SPR funds for the transportation planning program applied for is \$225,000 and total Federal Transit Administration (FTA) 5310 funds available \$100,000. Funds shown in Table 1 summarize the budget by funding categories and source of funding. During FFY 2024, 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 2024. Table 2 includes the funds administered by ODOT’s Office of Mobility and Public Transit for the Mobility Management Pilot Program.

Indirect Costs

Regarding budgeting for work tasks, each task in the PWP corresponds to an adopted budget and associated indirect cost rate detailed in the “Estimated Budget Detail” worksheet. The Federal Office of Management and Budget defines indirect costs as “those costs that have been incurred for common or joint purposes that benefit more than one cost objective and cannot be readily identified with a particular objective without effort disproportionate to the results achieved.” These costs are incurred by and originate in the agency conducting the federal award and remain after direct costs have been determined and assigned directly to federal awards and other activities. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base. This cost has been applied to all SORTPO PWP Elements.

The UPWP, Title VI and Environmental Justice

SORTPO recognizes that Environmental Justice must be considered in all phases of planning. Although Environmental Justice concerns are frequently raised during project development, Title VI applies equally to the plans, programs, and activities the SORTPO undertakes. The PWP integrates Environmental Justice considerations and Title VI requirements through the Public Participation Plan and PWP work tasks. Both the Public Participation Plan and Limited English Proficiency Plan contain strategies to reach minority and low-income groups. The SORTPO adopted Title VI discrimination complaint procedure.

The Public Participation Plan is an integral part of the regional transportation planning. The USDOT in (5610.2) on Environmental Justice specifies that minority populations and

low-income populations be provided with greater access to information on, and opportunities for public participation in transportation decision-making.

Tribal involvement

The native American tribes as well as the Southern Region Bureau of Indian Affairs are re provided notification of TPB, TTC meetings, public hearings, and information on the transportation planning process/program.

Federal public lands

During FFY 2024, representatives of federal land management agencies will be consulted as necessary when federal lands are likely to be impacted by elements contained in or proposed for inclusion in SORTPO's regional long-range transportation plan.

Table 1: FHWA SPR Budget Summary

	SWODA SPR	ASCOG SPR	SUBTOTAL	80%	20%	TOTAL
Personnel	\$135,673	\$28,969	\$164,642	\$131,714	\$32,928	\$164,642
Travel	\$2,722	\$1,264	\$3,986	\$3,189	\$797	\$3,986
Supplies/Printing/copies	\$1,200	\$1,000	\$2,200	\$1,760	\$440	\$2,200
Advertising/Public Awareness	\$1,031	\$ -	\$1,031	\$825	\$206	\$1,031
GIS Consult/Data	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SPR Sub Consult	\$15,000	\$ 55,000	\$70,000	\$56,000	\$14,000	\$70,000
Equipment/Software	\$ -	\$1,000	\$1,000	\$800	\$200	\$1,000
Indirect/Bld Allocation	\$33,620	\$4,771	\$38,391	\$30,712	\$7,678	\$38,391
	\$189,246	\$ 92,004	\$281,250	\$225,000	\$56,250	\$ 281,250

Source: SWODA

Table 2: FFY 2024 Total Budget, Including SPR Funds, FTA 5310, State and Local Sources

	SWODA FTA 5310	SWODA SPR	ASCOG SPR	SUBTOTAL	80%	20%	TOTAL
Element 1 Program Support & Administration	\$ -	\$41,144	\$10,507	\$51,651	\$41,320	\$10,330	\$51,650
Element 2 Data Acquisition & Management	\$ -	\$5,087	\$1,799	\$6,887	\$5,510	\$1,377	\$6,887
Element 3 Long Range Planning	\$ -	\$53,513	\$10,916	\$64,428	\$51,543	\$12,886	\$64,429
Element 4 Short Range Planning	\$ -	\$54,700	\$62,198	\$116,898	\$93,518	\$23,380	\$116,898
Element 5 Public Participation	\$ -	\$34,802	\$6,584	\$41,386	\$33,109	\$8,277	\$41,386
Element 6 Mobility Management	\$100,000	\$ -	\$ -	\$100,000	\$ -	\$ -	\$100,000
Element 7 Transportation Improvement Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>total</i>	\$100,000	\$189,246	\$92,004	\$381,250	\$ 225,000	\$ 56,250	\$381,250

Source: SWODA

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ELEMENT 1.0 - Program Management

OBJECTIVE: To carry out the necessary administrative activities related to the day-to-day functions of staff and office management; staff development and material support; program, fiscal, information systems, and records management; contract administration; state and federal reporting requirements; and to support and meet the logistical needs of the various committees.

TASK DESCRIPTION: This task involves the coordination of all RTPO activities necessary for day-to-day operations such as program oversight, coordination of the Policy Board, Technical Committee, and participation in statewide planning efforts. Also included are organizational activities that provide for in-house program management, financial accounting, and informational updates for committees, member jurisdictions, agencies, and the public. Day-to-day activities such as purchases of materials and services, staff management and training are also included here. The following products or activities will be the responsibility of SORTPO in cooperation with ODOT.

TASKS:

- 1.1 - Provide direct support to SORTPO Policy Board and Transportation Technical Committee including agenda preparation and distribution, preparation of minutes, scheduling, notification, and facilitation of meetings.
- 1.2 - 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.
- 1.3 - Procure supplies related to transportation planning. Consult with ODOT on the purchase of equipment and/or technology to manage the transportation planning process.
- 1.4 - Meetings of a general nature, phone calls, emails, and other correspondence. Create and file documents. Coordinate with other regional, state, and federal agencies involved in transportation planning activities. Participate in working groups, subcommittees, or task forces associated with ODOT.
- 1.5 - Prepare annual documents such as agreements, certifications, Planning Work Program (and amendments).
- 1.6 - Monitor federal and state legislation.
- 1.7 - Travel: 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.

Products and Schedule:

Product	Start	Complete	Estimated Hours
1.1 - Direct support to the SORTPO Policy Board and Technical Committee	1 st Quarter	4 th Quarter	298
1.2 - Monthly claims and audit, files, and records	1 st Quarter	4 th Quarter	150
1.3 - Procurement of supplies	1 st Quarter	4 th Quarter	60
1.4 - Other meetings, phone calls, correspondence, and office administration	1 st Quarter	4 th Quarter	100

Product	Start	Complete	Estimated Hours
1.5 - Annual documents	1 st Quarter	4 th Quarter	125
1.6 - Monitor federal and state legislation	1 st Quarter	4 th Quarter	25
1.7 - Travel, training, webinars	1 st Quarter	4 th Quarter	200

Table 3: Program Support and Administration Funding

FUNDING SOURCE	FUNDING AMOUNT
SPR Funds	\$41,320
ASCOG/SWODA Match	\$10,330
TOTAL	\$51,650

ELEMENT 2.0 – Data Acquisition and Management

OBJECTIVE: Establish and maintain a system of digital planning information, maps, and data 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:

- 2.1 – Data and map development - Coordinate with SWODA/ASCOG ODOT Divisions 3, 5, 7, Director of 911 SWODA counties, and communities to collect and share data.
- 2.2 - Purchase, acquire, establish, and maintain transportation data including but not limited to Census, 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.
- 2.3 - Provide guidance to communities on installation process of SWODA traffic count equipment. Collect traffic count data.
- 2.4 - Retain GIS Consultant to develop maps to support the transportation planning program.
- 2.5 – Training, travel, webinars, and meeting attendance to support the development and collection of data to support the transportation planning process.

Products and Schedule:

Product	Start	Complete	Estimated Hours
2.1 - Data and map development / acquisition	1 st Quarter	4 th Quarter	40
2.2 - Acquire data	2 nd Quarter	4 th Quarter	50
2.3 -Traffic count program guidance			40
2.4 - Retain GIS Consultant for training/services	1 st Quarter	4 th Quarter	10
2.5 -Travel/Training/Webinars	1 st Quarter	4 th Quarter	10

Table 4: Data Acquisition and Management Funding

FUNDING SOURCE	FUNDING AMOUNT
SPR Funds	\$5,510
ASCOG/SWODA	\$1,377
TOTAL	\$6,887

ELEMENT 3.0 – Regional Planning Transportation Planning

OBJECTIVE: Maintain and implement the 2043 Regional Transportation Plan.

TASK DESCRIPTION: Coordination of the regional transportation planning process with community values and goals, land use plans, and other various transportation data

TASKS:

- 3.1 – Monitor performance, products, reports, and projects of the RTP consultant(s).
- 3.2 – Meetings with RTP consultant, FHWA, ODOT and RTP Advisory Committee.
- 3.2 - Training, travel, webinars and attending meetings to support the long-range transportation planning process.

Products and Schedule:

Product	Start	Complete	Estimated Hours
3.1 - Monitor and/or review consultant's work and development of RTP.	1 st Quarter	4 th Quarter	500
3.2 - Meetings with consultant, FHWA, ODOT and Advisory committee	1 st Quarter	4 th Quarter	600
3.3 - Travel/Training/Webinars	1 st Quarter	4 th Quarter	181

Table 5: Long Range Transportation Planning Funding

FUNDING SOURCE	FUNDING AMOUNT
SPR Funds	\$51,543
ASCOG/SWODA Match	\$12,886
TOTAL	\$64,429

ELEMENT 4.0 – Multi Modal Transportation – Short Range Planning

OBJECTIVE: Promote multimodal planning that supports the goals and objectives of the Regional Transportation Plan.

TASK DESCRIPTION: A comprehensive approach looking at all types of transportation and how they connect to each other and work together. The following products or activities will be the responsibility of SORTPO.

TASKS:

- 4.1 - Update as necessary transportation planning procedures.
- 4.2 -Provide assistance to local governments on grants that support the transportation planning process.
- activities being advanced by member agencies, communities.
- 4.3 – Administer the SPR mini transportation planning activities grant program.
- 4.4 – Develop, maintain, and distribute a list of grants to support the transportation planning process.
- 4.5 – Conduct regional planning regarding bicycle/pedestrian/active living activities and infrastructure, incorporating consideration of equity.
- 4.6 – Transportation Emergency Preparedness coordination with emergency providers/plans to ensure the regional plan reflects needs of this industry.
- 4.7 -Training, travel, webinars and attending meetings to support multi modal transportation planning.

Products and Schedule:

Product	Start	Complete	Estimated Hours
4.1 - Update transportation planning procedures	1st Quarter	4 th Quarter	100
4.2 – Grant application support	1 st Quarter	4 th Quarter	200
4.3 – SPR mini grant	1st Quarter	4 th Quarter	190
4.4 – Develop, maintain, and distribute a list of grants	1 st Quarter	4 th Quarter	180
4.5 - Regional Active Living			100
4.6 – Coordination with emergency services	1st Quarter	4 th Quarter	75
4.7 – Travel/Training/Webinars	1 st Quarter	4 th Quarter	81

Table 6: Short Range Transportation Planning Funding

FUNDING SOURCE	FUNDING AMOUNT
SPR Funds	\$93,518
ASCOG/SWODA Match	\$23,380
TOTAL	\$116,898

ELEMENT 5.0 – Public Education and Participation

OBJECTIVE: Provide information to assist the community in understanding the transportation planning process and to maintain a community outreach and education program for the public in regard to the planning process.

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

TASKS:

- 5.1 - Develop outreach efforts for effectively communicating with the community about transportation planning and projects.
- 5.2 - Maintain and strengthen relationships with municipal, county, regional, state, and federal participating agencies.
- 5.3 - Review and update as necessary the Public Participation Plan (PPP).
- 5.4 - Manage and update the SORTPO website and other social media sites.
- 5.5 - Review and update as necessary the Limited English Proficiency Plan (LEP).
- 5.6 - Maintain and update contact lists of citizens and stakeholders to notify regarding transportation activities
- 5.7 - Training, travel, webinars, and meeting attendance to support the public participation planning process.

Products and Schedule:

Product	Start	Complete	Estimated Hours
5.1 - Develop outreach materials	1 st Quarter	4 th Quarter	250
5.2 - Maintain and strengthen relationships with municipal, county, regional, state, and federal participating agencies.	1 st Quarter	4 th Quarter	75
5.3 - Review and update as necessary the Public Participation Plan (PPP).	3 rd Quarter	4 th Quarter	75
5.4 - Update the SORTPO website	1 st Quarter	4 th Quarter	100
5.5 - Review and update as necessary the Limited English Proficiency Plan (LEP).	3 rd Quarter	4 th Quarter	165
5.6 - Update contact information.	1 st Quarter	4 th Quarter	150
5.7 - Travel/Training/Webinars	1 st Quarter	4 th Quarter	45

Table 7: Public Education & Participation Funding

FUNDING SOURCE	FUNDING AMOUNT
SPR Funds	\$33,109
ASCOG/SWODA Match	\$8,277
TOTAL	\$41,386

ELEMENT 6.0 - Mobility Management Program

OBJECTIVE: Increase access for southwest Oklahomans through enhanced understanding and awareness of transportation needs and coordination of transportation services.

TASK DESCRIPTION: Coordinating with transportation providers, human services agencies, and the communities to develop and implement a Mobility Management Program for southwest Oklahoma.

TASKS:

- 6.1 -Implement the SORTPO Pilot Mobility Management Program (MMP). This program is a pilot project and includes completing inventory of services available in SORTPO's region, review adopted plans and identify projects/tasks that support the MMP, meet with transit providers, identify unmet mobility needs and develop strategies, Develop a marketing/awareness program.
- 6.2 – Training, travel and attending meetings to support multi modal transportation planning.

Products and Schedule:

Product	Start	Complete	Estimated Hours
6.1 – Implement the SORTPO Mobility Management Program	1st Quarter	4 th Quarter	2,896
6.2 – Travel and Training	1 st Quarter	4 th Quarter	100

Table 9: Mobility Management Program – Pilot Project

FUNDING SOURCE	FUNDING AMOUNT
FTA 5310	\$100,000
ASCOG/SWODA Match	\$0
TOTAL	\$100,000

ELEMENT 7.0 – Regional Transportation Improvement Program

OBJECTIVE: Promote multimodal planning that supports the goals and objectives of the Regional Transportation Plan.

TASK DESCRIPTION: A comprehensive approach looking at all types of transportation and how they connect to each other and work together. The following products or activities will be the responsibility of SORTPO.

TASKS:

- 7.1 - Development and management of the FFY 2023-2027 Transportation Improvement Program (TIP); including participating in statewide STIP meetings and amending TIP as needed.
- 7.2 - Training, travel, webinars, and meeting attendance to support the TIP process.

Products and Schedule:

Product	Start	Complete	Estimated Hours
7.1 - TIP Development and amendments	1st Quarter	4 th Quarter	TBD
7.2 - Travel/Training/Webinars	2 nd Quarter	4 th Quarter	TBD

Table 8: Short Range Transportation Planning Funding

FUNDING SOURCE	FUNDING AMOUNT
SPR Funds	TBD
ASCOG/SWODA Match	TBD
TOTAL	

ACRONYMS

ARPA	American Rescue Plan Act
ASCOG	Association of South-Central Oklahoma Governments
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FY	Fiscal Year
FFY	Federal Fiscal Year
FTA	Federal Transit Administration
GIS	Geographic Information System
IIJJA	Infrastructure Investment and Job Act
LEP	Limited English Proficiency
L RTP	Long Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21st Century Act
MMP	Mobility Management Program
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
RTIP	Regional Transportation Improvement 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 Analyses Zone
TIP	Transportation Improvement Program

APPENDIX A: Resolution

**RESOLUTION NO. 16-06
EXPANSION OF THE REGIONAL TRANSPORTATION PLANNING
ORGANIZATION COMMITTEE**

WHEREAS, local business and community leaders have expressed a strong desire to convene and discuss transportation needs and goals in the sixteen (16) county South Western Oklahoma Development Authority (SWODA) and Association of South Central Oklahoma Governments (ASCOG) region, and

WHEREAS, regional transportation planning is encouraged by legislation of the Federal Highway Administration, and

WHEREAS, SWODA is the federally recognized regional planning organization for the sixteen (16) county area, and

WHEREAS, the SWODA Board of Trustees seeks to facilitate the planning process for surface and rail development to aid the region in economic development, workforce development, business and industry growth, tourism development and other pursuits;

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the South Western Oklahoma Development Authority does hereby expand the Regional Transportation Planning Organization as a standing committee of the Authority.

PASSED AND APPROVED this 8th day of November, 2016



John Schaufele, Chairman

ATTEST:



John Dee Butchee, Secretary

APPENDIX B: SORTPO Technical Committee Members

NAME	ENTITY
Anglin, Ariel	McClain County TSET
Britton, Danny	Western Tech Center, Business Services Director
Church, Elesia	SWODA
Kerr, Rodger	City of Altus
Mikesell, Jenn	Grady County TSET
Mower, Roland	Clinton Economic Development
Newberry, Joel	Burns Flat City Manager
Sanders, Julie	SORTPO
Vonfeldt, Cole	ODOT District 7, Construction Engineer
Weatherly, Basil	Citizen, Elk City
Whaley, Kim	Pathways to Healthy Living, Director
Zigler, Tom	ASCOG

Non-Voting Agency

NAME	ENTITY
Akem, Isaac	FHWA Planner
Anderson, Paula	Caddo Nation, Transportation Director
Booker, Stan	Lawton MPO Chair
Bookout, Shelley	USDA
Brown, Ron	ODOT District 3 Engineer
Chaney, Laura	ODOT RTPO Division
Cooper, Durell	Apache Tribe, Chairman
Craft, Jenna	Delaware Nation, Economic Development
Dotson, Deborah	Delaware Nation, Chairman
Foster, Sandy	Comanche County TSET
Gonzalez, Bobby	Caddo Nation, Chairman
Holman, Terry	Chickasaw Nation, Sr Manager Transportation Program
Hook, Olivia	ODOT Mobility Management
Hopper, Larry	Oklahoma Department of Commerce
Jemison, Shane	Chickasaw Nation
Johnson, LaDana	Wichita Tribe
Kuch-McCollom, Hannah	Caddo & Kiowa Counties TSET
Little, Ray	Oklahoma Department of Commerce
Munn, Chris	OSDH Region 8 Administrator
O'Connor, Brandie	OSDH Region 6 Administrator
Parton, Terri	Wichita Tribe, President
Plumley, Angela	Cheyenne -Arapaho Transportation Director
Roberson, Rose	Southern Region BIA
Slaughterback, Ashley	Hobart City Manager

NAME	ENTITY
SpottedBird, Lawrence	Kiowa Nation Chairman
Stillwell, Brian	Comanche Nation Transit
Tapaha, Wilma	Cheyenne -Arapaho Transit Director
Tehauno, Roger (JR)	BIA Southern Plains Region
Tsotigh, Jacob	Kiowa Tribe Vice Chairman
Ware, Lori	Fort Sill Apache, Chairman
Weryackwe, David	Fort Sill Apache, Transportation Director
Woommavovah, Mark	Comanche Nation, Chairman

APPENDIX C: SORTPO Policy Board Members

NAME	ENTITY
Adams, Shawn	Caddo-Kiowa Tech Center
Almquist, Brent	ODOT District 5 Engineer
Archer, Anita	Elk City, Citizen
Barry, Ed	Washita County Comms Appt
Bunn, Dale	Purcell City Manager
Callahan, Joe	Oklahoma Spaceport
Earp, Jay	ODOT District 7 Engineer
Glasgow, Debora	SWODA
Harding, Heather	Rail Technology
Martin, Devin	Farmrail
Miller, Lyle	Custer County Commis. #3
Newman, Cendie	Red River Transit
Roggow, Lyle	DAEDF
Wallace, Mike	Jackson County Commis #2
Winkler, Dale	Sterling Mayor
Zigler, Tom	ASCOG

Non-Voting Agency

NAME	ENTITY
Akem, Isaac	FHWA Planner
Anderson, Paula	Caddo Nation, Transportation Director
Booker, Stan	Lawton MPO Chair
Bookout, Shelley	USDA
Brown, Ron	ODOT District 3 Engineer
Chaney, Laura	ODOT RTPO Division
Cooper, Durell	Apache Tribe, Chairman
Craft, Jenna	Delaware Nation, Economic Development
Dotson, Deborah	Delaware Nation, Chairman
Foster, Sandy	Comanche County TSET
Gonzalez, Bobby	Caddo Nation, Chairman
Holman, Terry	Chickasaw Nation, Sr Manager Transportation Program

NAME	ENTITY
Hook, Olivia	ODOT Mobility Management
Hopper, Larry	Oklahoma Department of Commerce
Jemison, Shane	Chickasaw Nation
Johnson, LaDana	Wichita Tribe
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Munn, Chris	OSDH Region 8 Administrator
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Tsotigh, Jacob	Kiowa Tribe Vice Chairman
Ware, Lori	Fort Sill Apache, Chairman
Weryackwe, David	Fort Sill Apache, Transportation Director
Woommavovah, Mark	Comanche Nation, Chairman

**SORTPO TRANSPORTATION TECHNICAL COMMITTEE
AGENDA ITEM COMMENTARY
September 28, 2023**

Agenda Title: Discuss and recommend to the SORTPO Transportation Policy Board approval of two additional FFY 2023 SPR Mini Transportation Planning grant applications.

Background: The SORTPO Policy Board in March 2023 approved 3 applications for the FFY 2023 SPR Mini Transportation Planning grant. In reviewing the FFY 2023 expenditures it was determined there is sufficient funding to accept additional applications for the FFY 2023 funding. ODOT Planning is in agreement that if additional applications are approved prior to 9/30/23 then ODOT will issue a No Cost Time Extension for the application funds extending 9/30/24.

The purpose of this grant is to make available opportunities for municipalities in the SORTPO region to access transportation planning funds that will support the Region’s Transportation Planning Program. The municipalities selected were determined by the 20% match is authorized and the city is ready to proceed.

Municipality	Project	SPR Grant (80%)	Municipality Local Match (20%)	Total Project Cost
Bray	Active Living Plan	\$20,000	\$5,000	\$25,000
Comanche	Street Assessment & Inventory	\$12,000	\$3,000	\$15,000

Attachment: Submitted grant applications

Recommended Action: Discuss and recommend the SORTPO Transportation Policy Board approve the FFY 2023 SPR Mini Transportation Planning grant applications for the town/city of Bray and Comanche.



SORTPO TRANSPORTATION MINI PLANNING GRANT APPLICATION

Federal Fiscal Year 2023
Deadline February 3, 2023

SPR Funding Request (80%) \$12,000
Local Match (20%) \$3,000
Total Project Cost \$15,000
Date Submitted 8/17/23

Municipality	<u>City of Comanche</u>	County	<u>Stephens</u>
Point of Contact Name	<u>Chuck Ralls</u>		
Title	<u>City Manager</u>		
Address	<u>500 N Rodeo Dr. Comanche OK 73529</u>		
Phone (office)	<u>580 439 8832</u>	Cell	<u>580 439 4279</u>
Email	<u>citymanager@cityofcomanche.com</u>		

Information and Documents to be submitted

- Description of proposed project including Engineer's or Planning Consultant's Scope of Work and Cost Estimate.
- Engineering/Planning contact information: name, address, phone number and email address.
- Copy of the signed contract with Engineering firm/individual or provide documentation that the Engineer/firm is on Oklahoma Department of Transportation (ODOT), or Office of Management Enterprises (OMES) approved contractor's list.
- Beginning/Completion Dates and Milestone Dates
- Does the contract include transportation planning studies/transportation planning activities? Yes No
- Funding commitment letter/council resolution. Grantee will be responsible for a 20% cash match for their project.
- Letter of support from the ODOT District Engineer.
- Other letters of support.

NOTE: The maximum SPR funds that can be applied for in this application is \$25,000.



OFFICE OF THE CITY MANAGER
500 N RODEO DR
COMANCHE, OK 73529

August 17, 2023

SWODA
420 Sooner Drive
Burns Flat, OK
Attn: Julie Sanders

Re: SORTPO Transportation Mini Planning Grant

To whom it may concern:

This letter is to provide a commitment on behalf of the City of Comanche to obligate funds totaling 20% of the grant application. We are applying for \$15,000 therefore earmarking \$3,000 for this project. The scope of the project will include a city wide street and sign survey along with GIS shapefiles. Our engineer of record for all street projects is Chisholm Trail Consulting, Scott Vaughn P.E., CFM. Should we be awarded the grant, this is who will provide the services.

Sincerely,

Chuck Ralls
City Manager
City of Comanche, OK
(580) 439-8832
citymanager@cityofcomanche.com





CHISHOLM TRAIL CONSULTING, LLC
Letter of Agreement to Provide Services

City of Comanche
Mr. Chuck Ralls, City Manager
500 North Rodeo Drive
Comanche, Ok 73529

August 17, 2023

RE: 2023 Street and Sign Inventory

This letter is written to serve as an agreement between the City of Comanche (CLIENT) and Chisholm Trail Consulting, LLC (CTC) to provide professional services for the 2023 Street and Sign Inventory, hereinafter called the PROJECT. Specifically, CTC proposes to perform the Scope of Services as outlined below, provided for your review and approval.

A. Description of PROJECT

1. PROJECT location – Study Area defined as all existing City streets within the corporate limits of Comanche, Oklahoma, or portions thereof, as determined by CLIENT.
2. PROJECT purpose – to provide an inventory and rating of all existing City streets in the study area to serve as a tool to be used by CLIENT as an aid in establishing priorities for street improvement projects and to provide an inventory of all street signs for use by CLIENT.

B. Scope of Services

1. Provide an inventory of existing streets to include pavement type and pavement width.
2. Provide a list of street pavement conditions, street classifications, street-related drainage conditions and other related factors.
3. Provide a simplified rating of all streets based on the aforementioned items.
4. Provide a plan for street improvements for consideration by CLIENT. Said plan shall cover a period of three to five years.
5. Provide an inventory of street signs.
6. Provide a written report containing the aforementioned items.
7. Said report shall be delivered within 90 calendar days of issuance of Authorization to Proceed.

C. Payment Provisions


CTC proposes to perform the Scope of Services described above on the basis of a lump sum amount of \$15,000.00. CTC may submit invoices monthly for services completed, based on CTC Standard Rates, attached.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between CLIENT and CTC. The agreement may be altered only by Supplemental Agreement.

The parties hereby mutually agree to the terms of this Letter of Agreement, and Authorization to Proceed is hereby granted to CTC as of the date of the placement of signatures below.

Chuck Ralls, City Manager

Date



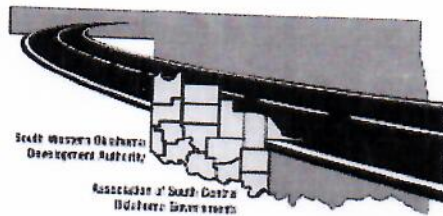
R. Scott Vaughn, P.E., CFM

8/17/2023

Date

CTC STANDARD CONDITIONS

1. **STANDARD OF CARE:** Chisholm Trail Consulting, LLC, its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors (collectively "CTC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. CTC shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. CTC shall perform again any Services, which fail to satisfy this standard of care.
2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Any reuse without prior written verification or adaptation by CTC for the specific purpose intended will be at Client's sole risk and without liability of legal exposure to CTC. Client shall defend, indemnify, and hold harmless CTC against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CTC to additional compensation at rates to be agreed upon by Client and CTC.
3. **INSURANCE:** CTC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement, as prescribed by law. Additionally, CTC will maintain Professional Liability Insurance for CTC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, and inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.
4. **NO WARRANTY:** CTC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. CTC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.
5. **INDEMNIFICATION/HOLD HARMLESS:** CTC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from CTC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by CTC or anyone for whom CTC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CTC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. CTC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of CTC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.
6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Oklahoma law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.
7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of CTC. This Agreement shall be binding upon the Client, its successors and assigns.
8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, CTC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until CTC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to CTC for the value of services rendered up to the time of termination.
9. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. CTC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold CTC harmless from all claims for Differing Site Conditions, provided CTC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.
10. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.
11. **FORCE MAJEURE:** The Client shall not hold CTC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of CTC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.
12. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of CTC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of CTC or Client in favor of such third parties.
13. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, CTC's total liability to Client is limited to the greater of \$50,000 or two times CTC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall CTC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.



**SOUTHWEST OKLAHOMA
REGIONAL TRANSPORTATION
PLANNING ORGANIZATION**

**SORTPO TRANSPORTATION MINI PLANNING
GRANT APPLICATION**

**Federal Fiscal Year 2023
Deadline September 8, 2023**

SPR Funding Request (80%) 20,000
Local Match (20%) 5,000
Total Project Cost 25,000
Date Submitted 9/7/2023

Municipality <u>Town of Bray</u>	County <u>Stephens</u>
Point of Contact Name <u>Scott Boland</u>	
Title <u>Mayor</u>	
Address <u>1013 S. Brooks Rd, Marlow, Oklahoma 73055</u>	
Phone (office) _____	Cell <u>559-908-2147</u>
Email <u>sbolandbraycouncil@gmail.com</u>	

Information and Documents to be submitted

1. Description of proposed project including Engineer's or Planning Consultant's Scope of Work and Cost Estimate.
2. Engineering/Planning contact information: name, address, phone number and email address.
3. Copy of the signed contract with Engineering firm/individual or provide documentation that the Engineer/firm is on Oklahoma Department of Transportation (ODOT), or Office of Management Enterprises (OMES) approved contractor's list.
4. Beginning/Completion Dates and Milestone Dates
5. Does the existing engineering contract include transportation planning studies/ transportation planning activities? Yes No
6. Funding commitment letter/council resolution. Grantee will be responsible for a 20% cash match for their project. For example \$25,000 (SPR grant 80%) \$6,250 (local match 20%) = total project \$31,250.
7. Letters of support.

NOTE: The maximum SPR funds that can be applied for in this application is \$25,000.



Town of Bray
1013 S Brooks Rd
Marlow OK 73055

September 7, 2023

To Whom It May Concern:

This letter is to confirm the commitment of the Town of Bray to apply for the SORTPO Transportation Mini Planning Grant. The Town of Bray will be using the grant to develop an Active Living Plan. The Town of Bray desires the opportunity to identify what improvements can be made to the existing community areas to promote connectivity and healthy living. The Town of Bray council proposes to conduct a plan that will involve community input to improve safety of vulnerable users and encourage outdoor activities.

The Town of Bray council has approved the grant application and has approved the leverage of 20% from Town funds for the amount of \$5,000.

The Town of Bray council understands that this grant is for planning purposes only. There will be no engineering or design fees or construction costs associated with these grant funds.

The Town of Bray council has authorized me to obligate the leveraged funds as stated above and to submit the application.

Thank you for your consideration of our grant request.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Boland", is written over a faint, larger version of the same signature.

Scott Boland
Mayor
Ph. (559) 908-2147

**AMENDMENT NUMBER 1
TO
PROFESSIONAL SERVICES CONTRACT**

This is an Amendment, hereinafter referred to as "AMENDMENT NO. 1" to the Professional Services Contract made on the 1st day of September 2022 between the TOWN OF BRAY, (CLIENT) and CHISHOLM TRAIL CONSULTING, LLC (CTC).

WITNESSETH

WHEREAS, CLIENT and CTC did enter into a Professional Services Contract on the 1st day of September 2023 authorizing CTC to provide Professional Services for the Bray Community Center Drainage Improvements Project; and,

WHEREAS, CLIENT now desires to conduct Active Living Community Planning; and,

WHEREAS, CLIENT now desires to retain CTC to provide said professional services for said Active Living Community Planning; and,

WHEREAS, CTC is prepared and qualified to provide for and/or perform additional services necessary to perform this work.

NOW THEREFORE, in consideration of the premises set forth above and the mutual covenants and agreements set forth below, CLIENT and CTC agree as follows:

- I. The promises, covenants and terms of the original agreement shall not be altered.
- II. The scope of services contained in the original agreement shall not be altered.
- III. CTC shall provide the additional services necessary to:
 - A. Provide Community Planning services as outlined in the "Active Living Planning Mini-Grant Project Application" dated September 7, 2023.
 - B. Provide documentation necessary to complete said planning services, subject to approval by the appropriate funding agency or agencies.
 - C. Provide services of a Landscape Architect under sub-contract to CTC to assist in providing said planning services.
- IV. The term of this amendment shall be from the last date affixed to this Amendment until the date the scope of services in the original agreement and this amendment is complete.
- V. Compensation to CTC for work performed under this amendment shall be made in addition to the amount agreed upon in the original agreement. The amount of compensation for the additional scope of services subject to this amendment is estimated at \$20,000.00.

THE BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, CLIENT and CTC have executed this Amendment Number 1.

DATED the 17th day of September 20 23.

Chisholm Trail Consulting, LLC
CTC

By: R. Scott Vaughn
R. Scott Vaughn, P.E.

Date: 9/3/2023

ATTEST:

Town of Bray
CLIENT

Title: Mayor
By: Scott - [Signature]

Date: 9-7-2023

[Signature]
Town Clerk

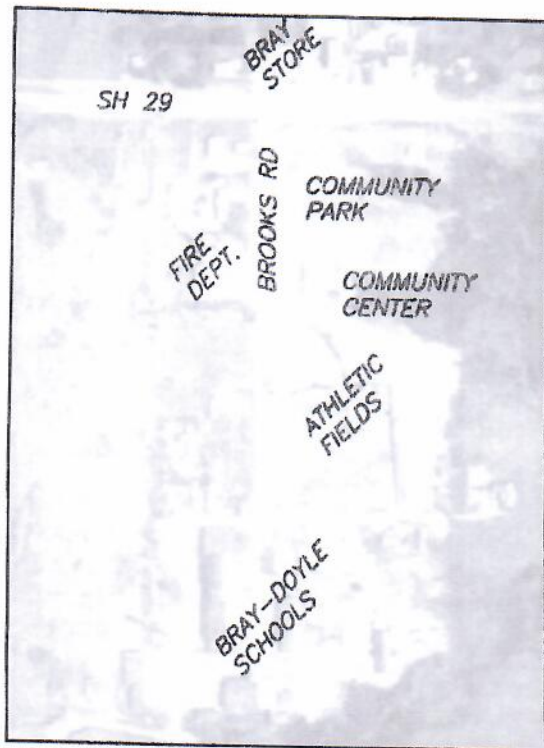
APPROVED as to form and legality this _____ day of _____ 20____.

Town Attorney

Town of Bray



Active Living Planning



Mini-Grant Project Application September 7, 2023



Engineer



CHISHOLM TRAIL CONSULTING, LLC



Landscape Architect

studio

SCAPE
landscape architecture

Town of Bray

Active Living Planning Project

The Town of Bray proposes to conduct planning to determine the feasibility of constructing various improvements to support Active Living in the community. It is believed that making various improvements in the area will promote a lifestyle that encourages physical activity in everyday life. These activities could include walking, jogging, bicycling and other forms of exercise. It is also intended to identify any needs to improve safety for vulnerable users moving within the community. Our hope is to encourage more participation in outdoor activities to be a more Active, Healthy Community.

Needs for connectivity between the various elements of our community will be identified, potential solutions will be evaluated, and a plan will be formulated to complete any needed improvements.

The Community Center is located in the heart of the community. This approximately 6,600 square foot facility houses Town Board meetings as well as a myriad of other community functions. A children's playground is located adjacent to the center. Immediately north of the Community Center are the Community Park which includes athletic fields, an RV park, and a pavilion. The Volunteer Fire Department is housed west of the Community Center. These facilities all comprise Town of Bray locations that will be included in the study area.

Bray-Doyle Schools lies immediately south of the Town of Bray. The school system educates and fosters the growth of more than 260 students from Pre-K through Senior High School levels. Bray-Doyle is active in many areas such as high school athletics, band, speech/drama, and other extra-curricular activities.

A locally popular commercial establishment known as the Bray Store lies on the north side of State Highway 29, which is also north of the Community Center. This business provides not only modern convenience store amenities, but also contains a diner and is very popular with people participating in activities at the Community Center and the schools.

Community involvement will be stressed and encouraged through social media and public meetings. Additional information used to aid in the planning effort will include data obtained from Bray-Doyle Schools Administration, the Oklahoma Department of Transportation (ODOT), U.S. Census Bureau, Oklahoma Department of Commerce, and the Association of South Central Governments (ASCOG).

Data will be collected and used to develop an understanding of the community support for this planning effort. Local Planning information such as any Comprehensive Land Use Plan, Transportation Plans, Parks and Recreation Master Plans, School Improvements Plans and Zoning will be considered. Demographics of potential users will be analyzed to aid in determining the types of uses most beneficial to the community. Funding opportunities will be identified to understand the level of commitment available for future design and construction.

This information will be used to guide development of a future Master Plan. These factors will impact the final locations and types of improvements to be made, what amenities to include in the improvements and whether the project will need to be completed in multiple phases.

The planning efforts will be carried out by our Consultant, Chisholm Trail Consulting, LLC. The Consultant will ensure that SORTPO is fully informed and involved in the Planning Effort. This phase of the planning effort will take an estimated nine months to complete at a cost of \$20,000.

TOWN OF BRAY
ACTIVE LIVING
PLANNING AREA



**SORTPO TRANSPORTATION TECHNICAL COMMITTEE
AGENDA ITEM COMMENTARY
September 28, 2023**

Agenda Title: Discuss and recommend the SORTPO Transportation Policy Board approve the consultant to develop the Regional Transportation Plan funded by the FFY 2022 RAISE grant.

Background: SWODA was awarded a \$1.5 million FFY 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant in August 2022. The purpose of the grant is to develop a 16 county Regional Transportation Plan (RTP) which will serve as the guiding document that outlines a strategic vision, goals, and actionable strategies to address the current and future transportation challenges.

The plan will take into account various transportation modes, including but not limited to roadways, public transit, active transportation (walking and cycling) as well as collecting and analyzing data to ensure the transportation system operates safely, efficiently, and equitable across the region. The selected consultant team will be responsible for:

1. Conducting a thorough analysis of the current transportation infrastructure, systems, and services in the region.
2. Engaging with stakeholders, including government agencies, local communities, transportation operators and the public to gather input.
3. Assessing future transportation needs and challenges, considering factors such as population trends, economic development, emerging technologies, and federal rules.
4. Developing a strategic vision, goals, and strategies for the Regional Transportation Plan.
5. Formulating data driven and evidence-based recommendations for improving the transportation system, ensuring efficiency, accessibility, and equity.
6. Outline a prioritized list of transportation projects, along with estimated costs, potential funding sources and responsible agency/entity.
7. Create short term and long-term actions, milestones, and performance measures.

The final agreement between USDOT and SWODA was executed on August 17, 2023. Staff distributed the Request for Proposal to ten firms with offices in Oklahoma; with a deadline submission date on September 11, 2023. Three proposals were submitted: Poe & Associates, Olsson and Kimley Horn. Interviews were conducted on September 25, 2023, at the ODOT office in Oklahoma City. Results of the interview and the review team's (Julie Sanders, Debora Glasgow, Laura Chaney, Tom Zigler and John Sharp) recommendation will be presented at the meeting on September 28, 2023.

Attachment: Recommended proposal will be distributed at the meeting.

Recommended Action: Discuss and recommend the SORTPO Transportation Policy Board approve the consultant to develop the Regional Transportation Plan funded by the FFY 2022 RAISE grant.