

NOTICE OF REGULARLY SCHEDULED MEETING OF THE
NODA BOARD OF TRUSTEES & CEDS

NODA Conference Room
2901 N. Van Buren St., Enid, OK 73703
1:00 pm, Oct. 17, 2024

AGENDA

*All items on this agenda, including, but not limited to, any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to **amendment**, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same **amendment** language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.*

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its Trust Manager, staff, and attorney or to the recommending board, commission or committee.

- I. **CALL TO ORDER** Marc Bolz, President
 - A. Flag Salute
 - B. Roll Call – Marci Hyde
 - C. Introduction of Guests – Marc Bolz, President
 - D. Approval of Minutes

- II. **REPORTS**
 - A. Secretary’s Report of Membership – Marci Hyde
 - B. Treasurer’s Financial Report – Noel Clonts
 - C. Staff Reports (E-mailed in Board Packets)

- III. **BUSINESS (To meet, discuss & possibly take action on the following items)**
 - A. Executive Director’s Update – Jonathon Cross
 - B. State and Local Cybersecurity Grants – Hannah Kopisch
 - C. NODA FY24 Financial Audit – CJ Runyon
 - D. NORTPO FFY2025 SPR Agreement – Brock Spencer
 - E. NODA REAP Policies and Procedures Update – Isaac Smallwood
 - F. REAP Report (including, but not limited to, extension requests, changes of scope, needs related to project activities)

- IV. **NEW BUSINESS IN ACCORDANCE WITH SECTION 311 (9) O.S. TITLE 25.**

- V. **PUBLIC PARTICIPATION**

- VI. **ADJOURNMENT**

Filed in the office of the Northern Oklahoma Development Authority Oct. 11, 2024, at 11:00 am.

Signed *Vicki Eggers*

Any person requiring special accommodation for participation in this meeting should contact the NODA office at least twenty-four hours in advance of the meeting time.

NODA BOARD & CEDS REGULAR MEETING MINUTES

2901 N. Van Buren, Enid, OK 73703

1:00 p.m. Thursday, September 26, 2024

I. CALL TO ORDER-Marc Bolz

A. Flag Salute

B. Roll Call-Marci Hyde

Present

Marc Bolz	Noel Clonts	Geoff Covalt	Travis Darr
Chris Henderson	Max Hess	Marci Hyde	Garret Johnson
Catherine Lantz	Howard Powell	Philip Schrahl	Toby Walker

Absent

Kelly Fanning	Ashley Humphrey	Dixie Johnson	Gary May
Jeff Moss	Jeff Schuelke	Brandon Schultz	Bill Seitter
Jason Shanks			

C. Introduction of Guests- None.

D. Approval of Minutes

Philip Schrahl made a motion to approve the minutes, seconded by Noel Clonts. Aye-Bolz, Clonts, Covalt, Darr, Henderson, Hess, Hyde, G. Johnson, Lantz, Powell, Schrahl, Walker. Nay-none.

II. REPORTS

A. Hyde-As of this date, 88 entities have paid NODA dues totaling \$98,711.60.

B. Clonts-The Board reviewed the following from July 1, 2023-July 31, 2024--Total Revenue \$231,744.31. Total Expense \$119,325.20. Profit of \$112,419.11.

C. Staff Reports-Emailed with the board packet.

III. BUSINESS

A. Executive Director Report Given by Jonathon Cross

1. Isaac Smallwood has been hired for the CDBG/REAP Coordinator position.
2. The Grant County Representative will be Duane Thompson from Medford.

3. Four new vehicles were purchased for NODA and one for CST. There are vehicles for each department.
 4. A representative from Oklahoma Department of Homeland Security will be attending the October 17th meeting to talk about cyber security grants.
 5. C.J. is doing audit preparation.
 6. The Rural Fire Contract was signed.
 7. ODOT is working on June/July claims for Cherokee Strip payments.
 8. Employees attended the OML Conference in Tulsa. Board Member, Chris Henderson was awarded Hall of Fame.
- B. Max Hess moved to approve the FY 25 NODA Substate Planning District Annual-Work Plan Approval by Resolution, seconded by Toby Walker. Aye---Bolz, Clonts, Covalt, Darr, Henderson, Hess, Hyde, G. Johnson, Lantz, Powell, Schrahl, Walker. Nay-none. Motion carried.
- C. Cathy Lantz moved to approve FY 25 NODA REAP Plan Resolution, second by Max Hess, Aye--Bolz, Clonts, Covalt, Darr, Henderson, Hess, Hyde, G. Johnson, Lantz, Powell, Schrahl, Walker. Nay-none. Motion carried.

IV. NEW BUSINESS (In accordance with Section 311 (9) O.S. Title 25)-None

V. PUBLIC PARTICIPATION-None

VI. ADJOURNMENT-Max Hess made the motion to adjourn the meeting, seconded by Garret Johnson. Meeting adjourned at 1:15 p.m.

REPORT OF MEMBERSHIP FY 2025

10/9/2024

As of this date 93 of entities have paid their NODA dues totaling **\$100,076.60**.

All entities are listed below. Those highlighted have not yet paid their dues.

ALFALFA COUNTY	BLAINE COUNTY	GARFIELD COUNTY	GRANT COUNTY
ALINE	CANTON	BRECKINRIDGE	DEER CREEK
AMORITA	GEARY	CARRIER	LAMONT
BURLINGTON	GREENFIELD	COVINGTON	MANCHESTER
BYRON	HITCHCOCK	DOUGLAS	MEDFORD
CARMEN	LONGDALE	DRUMMOND	NASH
CHEROKEE	OKEENE	ENID	POND CREEK
GOLTRY	WATONGA	FAIRMONT	RENFROW
HELENA		GARBER	WAKITA
JET		HILLSDALE	
LAMBERT		HUNTER	
		KREMLIN	
		LAHOMA	
		NORTH ENID	
		WAUKOMIS	
KAY COUNTY	KINGFISHER COUNTY	MAJOR COUNTY	NOBLE COUNTY
BLACKWELL	CASHION	AMES	BILLINGS
BRAMAN	DOVER	CLEO SPRINGS	MARLAND
KAW CITY	HENNESSEY	FAIRVIEW	MORRISON
NEWKIRK	KINGFISHER	MENO	PERRY
PONCA CITY	LOYAL	RINGWOOD	RED ROCK
TONKAWA	OKARCHE		
COUNTY COMMISSIONERS		ASSOCIATE MEMBERS	
ALFALFA	BLAINE	106 FIRE DISTRICT	LUCIEN
GARFIELD	GRANT	BEAR CREEK	MAJOR CO RWD1
KAY	KINGFISHER	BIG 4 RURAL FD	NESCATUNGA
MAJOR	NOBLE	DALE TOWNSHIP	NOBLE CO RWD3
		EAGLE CITY	NOBLE CO YMCA
		GARFIELD CO RWD4	OMEGA
		GARFIELD CO RWD5	ORION
		GARFIELD CO RWD6	PAWNEE RWD 7
		GARFIELD CO RWD7	PECKHAM
		HAWLEY	PIONEER-SKELETON
		ISABELLA	RANCH DRIVE
		KILDARE	RIVER ROAD
		KINGFISHER CO RWD3	ROCK TOWNSHIP
			SUMNER
AFFILIATE MEMBER			
ALFALFA CO CONSERVATION			

***partial payment made

NODA - SFY25

July 1, 2024 - August 31, 2024 Revenue/Expense

Fund	Revenue	Expense	Net Profit (Loss)
02-EDA	\$ 11,666.66	\$ 19,354.00	(\$7,687.34)
03-Rural Fire	\$ 11,166.66	\$ 14,212.34	(\$3,045.68)
04-CST	\$ 223,923.46	\$ 274,174.99	(\$50,251.53)
07-NODA	\$ 125,449.51	\$ 35,691.68	\$89,757.83
08-REAP-admin	\$ 22,727.00	\$ 3,179.80	\$19,547.20
10-Mobility Management	\$ 15,285.44	\$ 14,443.38	\$842.06
20-EDA RLF	\$ 4,299.20	\$ 475.00	\$3,824.20
30-RTPO	\$ 24,169.84	\$ 29,924.48	(\$5,754.64)
TOTAL	\$ 438,687.77	\$ 391,455.67	\$47,232.10

REAP pass-thru:			
2022		\$ -	
2023		\$ 17,824.88	
2024	\$ 451,205.94	\$ 216,543.00	
	Total Pass-thru Revenue 7/1/23-6/30/24	\$ 451,205.94	\$ 451,205.94
	Total Pass-thru disbursed for FY22-FY23 as of 8/31/23	\$ 234,367.88	\$ 234,367.88

FY24 receivable as of 10/9/23

\$

\$ 783,189.48

Ledger	Description	Receivable
03-000-00-1120	Rural Fire	\$ 16,750.03
04-000-00-1100	Logisticare	\$ 24,007.80
04-000-00-1114	LTCA	\$ 10,825.00
04-000-00-1119	DHS DDSD	\$ 2,744.00
04-000-00-1190	RSVP	\$ 1,090.00
04-000-00-1200	FAREBOX	\$ 75.00
07-000-00-1115	Substate	\$ 3,408.00
07-000-00-1131	Membership Dues	\$ 1,365.00
07-000-00-1139	Rental	\$ 1,812.50
07-000-00-1215	CIP	\$ 8,000.00
07-000-00-1300	OEDA contract	\$ 6,939.60
07-000-00-1350	OEDA expenses	\$ 2,733.48
07-000-00-1521	Ringwood insurance reimbursement	\$ 1,661.54
08-000-00-1115	REAP planning	\$ 34,090.50
08-000-00-1118	REAP Pass-thru	\$ 647,700.00
10-000-00-1800	Mobility Management	\$ 7,849.44
30-000-00-1100	RTPO	\$ 12,137.59
Total receivable for FY25 at 10.9.24		\$ 783,189.48

NODA Bank Balances as of 8/31/2024

Ledger	Fund	Bank	Account	Balance
04-000	04-NTA PR	1st Nat'l Bank Weatherford	5903099	\$ 1,318.66
04-000	04-CST	Stride Bank	10443128	\$ 131,536.02
04-105	CST MMA	Stride Bank	10590561	\$ 44,640.79
04-105	CST MMA	Blue Sky Bank	200616020	\$ 1,056,346.70
07-000	07-NODA	Stride Bank	10690606	\$ 65,475.47
07-100	NODA MMA	Blue Sky Bank	110771	\$ 27,500.02
07-102	NODA PAYROLL	Blue Sky Bank	42509	\$ 2,365.28
08-000	08-REAP	Blue Sky Bank	8005826	\$ -
08-106	REAP MMA	Blue Sky Bank	110853	\$ 2,731,958.60
20-000	20-EDA RLF	Blue Sky Bank	111041	\$ 43,478.15
20-103	RLF-SEQ	Blue Sky Bank	111274	\$ 202,994.38

	Unrestricted Cash	
\$	1,529,812.04	\$
	Restricted Cash	Total Cash
	\$ 2,777,802.03	\$ 4,307,614.07

AP Wire Register From History (APLT74)

N.O.D.A

Selected Date Range: 8/1/2024 thru 8/31/2024

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank Number: 1 Bank Account: 10443128				
-1653	8/31/2024	3354	FINISH LINE FUELS, LLC	\$3,196.10
-1647	8/27/2024	3408	OKLA. GAS & ELECTRIC CO.	\$260.56
-1645	8/25/2024	4813	PIONEER	\$173.59
-1644	8/25/2024	3354	FINISH LINE FUELS, LLC	\$3,155.79
-1638	8/18/2024	3354	FINISH LINE FUELS, LLC	\$2,594.05
-1636	8/16/2024	4813	PIONEER	\$221.95
-1633	8/15/2024	4930	BLUEPEAK	\$100.00
-1631	8/11/2024	3354	FINISH LINE FUELS, LLC	\$2,731.26
-1629	8/9/2024	3382	TOUCHSTONE COMMUNICATIONS	\$0.13
-1628	8/4/2024	3354	FINISH LINE FUELS, LLC	\$2,019.27
Bank Account Totals:				\$14,452.70

Bank Number: 1 Bank Account: 10690606				
-1652	8/31/2024	3354	FINISH LINE FUELS, LLC	\$186.84
-1651	8/30/2024	3713	OKLAHOMA TAX COMMISSION	\$1,040.00
-1650	8/30/2024	3714	INTERNAL REVENUE SERVICE	\$7,476.65
-1649	8/28/2024	4909	VISA	\$3,649.13
-1648	8/28/2024	3408	OKLA. GAS & ELECTRIC CO.	\$686.00
-1646	8/26/2024	3409	OKLAHOMA NATURAL GAS	\$227.56
-1643	8/25/2024	3354	FINISH LINE FUELS, LLC	\$90.72
-1641	8/18/2024	3337	CARD SERVICE CENTER	\$596.73
-1639	8/20/2024	4642	AMERICAN FIDELITY ASSURANCE	\$616.78
-1637	8/18/2024	3354	FINISH LINE FUELS, LLC	\$121.38
-1635	8/16/2024	4632	TEXAS LIFE INSURANCE COMPANY	\$60.30
-1634	8/16/2024	3444	CITY OF ENID	\$141.90
-1632	8/15/2024	3288	AFLAC	\$309.70
-1630	8/11/2024	3354	FINISH LINE FUELS, LLC	\$106.36

AP Wire Register From History (APLT74)

N.O.D.A

Selected Date Range: 8/1/2024 thru 8/31/2024

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
-1627	8/4/2024	3354	FINISH LINE FUELS, LLC	\$108.41
-1623	8/16/2024	3713	OKLAHOMA TAX COMMISSION	\$973.00
-1622	8/16/2024	3714	INTERNAL REVENUE SERVICE	\$6,862.36
-1619	8/2/2024	3713	OKLAHOMA TAX COMMISSION	\$973.00
-1618	8/2/2024	3714	INTERNAL REVENUE SERVICE	\$6,862.36
-1617	8/2/2024	4882	GLOBE LIFE	\$415.21
-1616	8/2/2024	4633	AMERICAN FIDELITY ASSURANCE COMPANY	\$291.66
Bank Account Totals:				\$31,796.05

Bank Number: 2 Bank Account: 110853

-1642	8/22/2024	3841	TOWN OF AMES	\$8,000.00
-1640	8/21/2024	3558	TOWN OF FAIRMONT	\$4,095.00
-1626	8/20/2024	3384	TOWN OF WAUKOMIS	\$3,625.00
-1625	8/20/2024	3876	TOWN OF HENNESSEY	\$127,947.90
Bank Account Totals:				\$143,667.90
Total Wires:				\$189,916.65

AP Check Register From History (APLT73)

N.O.D.A

Selected Date Range: 8/1/2024 thru 8/31/2024

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank Number: 1				
Bank Account: 10443128				
7867	8/1/2024	3369	K & S TIRE, INC.	\$60.44
7868	8/1/2024	4268	O'Reilly Auto Parts	\$62.62
7869	8/1/2024	4925	Shelly Moore	\$150.00
7870	8/1/2024	3381	SOONER AUTO	\$59.12
7871	8/1/2024	4207	Southern Tire Mart	\$477.50
7872	8/1/2024	4877	Summit Utilities Oklahoma Inc	\$41.37
7873	8/7/2024	4794	A+ Auto Glass	\$465.69
7874	8/7/2024	3358	GARBER MUNICIPAL AUTHORITY	\$118.50
7875	8/7/2024	3369	K & S TIRE, INC.	\$337.88
7876	8/7/2024	4268	O'Reilly Auto Parts	\$164.39
7877	8/7/2024	4959	OTA/ PikePass	\$199.98
7878	8/7/2024	3380	RITA KROLL PETTY CASH	\$171.99
7879	8/7/2024	4925	Shelly Moore	\$150.00
7880	8/7/2024	3381	SOONER AUTO	\$165.00
7881	8/7/2024	4908	Verizon	\$1,781.15
7882	8/14/2024	3829	CHANEY PLUMBING HEATING & AC	\$81.40
7883	8/14/2024	4208	Jacksons of Enid	\$10.00
7884	8/14/2024	3519	OPEH&W	\$4,662.60
7885	8/14/2024	4200	Sam's Auto Repair INC.	\$15.00
7886	8/14/2024	4925	Shelly Moore	\$150.00
7887	8/14/2024	3381	SOONER AUTO	\$29.56
7888	8/14/2024	3780	TIFFANY PLUNKETT	\$218.44

Operator: michelle

10/9/2024 3:19:50 PM

Report ID: APLT73

AP Check Register From History (APLT73)

N.O.D.A

Selected Date Range: 8/1/2024 thru 8/31/2024

Check No	Check Date	Vendor No	Vendor Name	Check Amount
7889	8/21/2024	4895	JOHNSONS OF KINGFISHER INC.	\$274.58
7890	8/21/2024	4925	Shelly Moore	\$150.00
7891	8/21/2024	3381	SOONER AUTO	\$30.00
7892	8/21/2024	4918	Warren Dell	\$100.00
7893	8/28/2024	4930	BLUEPEAK	\$206.00
7894	8/28/2024	4299	Farmers Grain Company	\$366.84
7895	8/28/2024	3356	GARBER COOP ASSN.	\$14.95
7896	8/28/2024	3369	K & S TIRE, INC.	\$56.40
7897	8/28/2024	4268	O'Reilly Auto Parts	\$181.32
7898	8/28/2024	4268	O'Reilly Auto Parts	\$7.54
7899	8/28/2024	4200	Sam's Auto Repair INC.	\$15.00
7900	8/28/2024	3381	SOONER AUTO	\$365.26
7901	8/28/2024	4207	Southern Tire Mart	\$477.50
7902	8/28/2024	3780	TIFFANY PLUNKETT	\$192.96

Bank Account Totals:

\$12,010.98

Bank Number: 1 Bank Account: 10690606

12271	8/1/2024	3285	ACCO	\$43,477.00
12272	8/1/2024	4554	Brandon Schultz	\$60.30
12273	8/1/2024	4594	CATHERINE LANTZ	\$73.70
12274	8/1/2024	4726	DIXIE JOHNSON	\$60.30
12275	8/1/2024	4939	Geoff Covalt	\$74.37
12276	8/1/2024	4947	GreatAmerica Financial Svcs	\$284.73
12277	8/1/2024	4858	Kelly Fanning	\$67.00

AP Check Register From History (APLT73)

N.O.D.A

Selected Date Range: 8/1/2024 thru 8/31/2024

Check No	Check Date	Vendor No	Vendor Name	Check Amount
12278	8/1/2024	4853	Luckinbill Mechanical Inc.	\$179.23
12279	8/1/2024	4761	MARC BOLZ	\$33.50
12280	8/1/2024	3360	MARCI HYDE	\$91.12
12281	8/1/2024	4582	MAX HESS	\$56.28
12282	8/1/2024	4318	Philip Schrahl	\$32.16
12283	8/1/2024	4948	R.K. Black, - Lockbox	\$5,160.65
12284	8/1/2024	4696	TOBY WALKER	\$44.22
12285	8/7/2024	4881	Chanler Cory	\$265.50
12286	8/7/2024	4808	Culligan Of Enid	\$25.00
12287	8/7/2024	4297	DocuGuard	\$18.40
12288	8/7/2024	4761	MARC BOLZ	\$33.50
12289	8/7/2024	4014	NORTHWEST TROPHY AND AWARDS	\$100.00
12290	8/7/2024	4432	OARC-c/o SWODA	\$4,500.00
12291	8/7/2024	4268	O'Reilly Auto Parts	\$103.80
12292	8/7/2024	4959	OTA/ PikePass	\$6.55
12293	8/7/2024	4948	R.K. Black, - Lockbox	\$6,430.86
12294	8/7/2024	4696	TOBY WALKER	\$44.22
12295	8/7/2024	4908	Verizon	\$629.38
12296	8/7/2024	3445	VICKI EGGERS	\$595.26
12297	8/14/2024	3626	CECIL MICHAEL	\$100.87
12298	8/14/2024	4526	Enid Pro Lawn	\$376.00
12299	8/14/2024	4910	Good Choice Cleaning LLC	\$1,000.00
12300	8/14/2024	4947	GreatAmerica Financial Svcs	\$755.02

AP Check Register From History (APLT73)

N.O.D.A

Selected Date Range: 8/1/2024 thru 8/31/2024

Check No	Check Date	Vendor No	Vendor Name	Check Amount
12301	8/14/2024	4853	Luckinbill Mechanical Inc.	\$250.00
12302	8/14/2024	4761	MARC BOLZ	\$33.50
12303	8/14/2024	3519	OPEH&W	\$10,932.22
12304	8/14/2024	4943	Steve Parkins	\$440.00
12305	8/14/2024	4696	TOBY WALKER	\$44.22
12306	8/21/2024	4930	BLUEPEAK	\$168.00
12307	8/21/2024	4901	Brock Spencer	\$594.68
12308	8/21/2024	4761	MARC BOLZ	\$33.50
12309	8/21/2024	4948	R.K. Black, - Lockbox	\$662.32
12310	8/21/2024	4696	TOBY WALKER	\$44.22
12311	8/28/2024	4273	Secretary of State	\$20.00
12312	8/28/2024	3381	SOONER AUTO	\$21.00
12313	8/28/2024	4696	TOBY WALKER	\$44.22
12314	8/30/2024	3857	OPERS	\$19,123.40
12315	8/30/2024	3857	OPERS	\$54.60

Bank Account Totals: \$97,144.80

Bank Number: 2 Bank Account: 8005826

10399	8/21/2024	4153	TOWN OF BRECKINRIDGE	\$30,000.00
10400	8/22/2024	3838	TOWN OF DEER CREEK	\$35,500.10

Bank Account Totals: \$65,500.10

Total Checks: \$174,655.88

Economic Development Staff Reports September 2024 Report

Susmita Som, GIS: The following is nothing but the names of the projects, not the details that go with it. I am ready to explain each project if needed.

CIP: Blackwell: I had several phone meetings with Mr. Roman Stevens, checking municipal properties for the water department. Street And Parks Superintendent Mr. Chuck Anderson. **Braman:** I worked with the town clerk, Ms. Michaela Campbell, on the paperwork needed to adopt the CIP. I presented the Capital Improvements Plan to the Town Board, which was adopted after a 30-day review by the citizens. **Burlington:** I visited Burlington and GPSed with utility's chief Robert Hill, water meters and valves. **Carmen:** I finally got hold of the Fire Chief, Mr. Dylan Newman, and got the inventory list for the Fire Department and the Town's future needs. **Garber:** I have already sent the Public Hearing Notice for the upcoming October 8th meeting, which will be posted in several places in the City. I also visited Garber with the completed plan for the one-month review period. **Hitchcock:** The Town clerk is interested in initiating an income survey so that they can apply for the 2025 CIP-CDBG. However, I am waiting for her to provide the Total Household Numbers. **Hunter:** I am still trying to persuade Ms. Lara Myer to send me the total number of households so we can ask for a random number table from the ODOC to start the Income Survey. **Longdale:** The Town is working towards active SAM registration, which still needs to be completed. **Pond Creek:** As requested, I helped the Town of Pond Creek with the capital needs list. **Wakita:** Yes! I am still sending shape files to the Town for various needs. **Comp. Plans: Billings:** The Town of Billings wanted to upgrade capital needs, and I sent paperwork. But they changed their minds and wanted to upgrade streets instead of trucks. The Town clerk will send me the adoption paper soon. **Cashion:** The Town Clerk of Cashion sent me papers to update their Town limits as they annexed new properties NE of the Town. **ESRI Support Services:** I had to call them to upload data using a data loader to a geodatabase; the problem still needs to be solved.

Payton Herron, GIS, NORTPO: During the month of September, I worked on developing more of the interactive Traffic Study map. I also worked on completing the Western Oklahoma RTPO map for the presentation at the Capitol. On the 5th I attended the monthly Technical Committee meeting. On the 25th, I finally took ownership of Mom's house. On the 26th I attended the NORTPO Policy Board meeting.

Brock Spencer, NORTPO: Continued coordination on the PROTECT Grant, including a meeting with CED, Steve Stinson in Grant County regarding the ongoing project. Collaborated with ODOT and other RTPO's on PWP funds discussions and worked on collaboration for the Western Oklahoma transit map and interim study with SORTPO. Engaged in data sharing discussions with Payton on food deserts and hospital transit range. Coordinated with Jonathan and Cecil on OARC data collection, including NCTE discussions with ODOT. Engaged in multiple reports and PWP-related tasks, including posting the PWP on the website. Continued communication with ODOT regarding Tech and Policy Board meetings. Updated the NODA website with REAP documents and other key pages. Engaged in professional development activities including attending the OML meeting in Tulsa and the Oklahoma 30 under 30 event in OKC. Collaborated with Dr. Li regarding a presentation at OSU. Participated in discussions over Census Boundaries and Functional Classifications presented by Craig Moody. Coordinated traffic studies mapping efforts with Payton and supported those traffic study analysis. Assisted in

Oklahoma Community Foundation Grant work for seniors not eligible for Sooner Ride. **Mobility Management:** Shared nationwide transportation statistics data with Chanler. Attended the MM Host Agency Meeting. Explored cooperation opportunities with OMI regarding the Oklahoma Transit Association Conference, particularly presenting at the conference. Supported discussions related to MM grants and funding, including efforts to expand senior transportation options. **Other:** Improved the ArcGIS links and updates on the NODA/NORTPO website, and social media updates. **Attended (in person):** OKC 30 Under 30; OML Conference; Technical Committee meeting – PWP; Enid MPO Technical Committee – TIP, and MPO Policy Board – Presentation by Craig Moody. **Attended (via Zoom and/or Teams):** MM Host Agency Meeting. **Webinars:** Living in the Middle of Everywhere by Minnesota Center of Transportation Studies. **Travel:** Oklahoma City; Tulsa.

Chanler Cory, Mobility Management (Northwest Oklahoma): This month began with a productive meeting about **RideSheet**, a customizable platform designed specifically for small transit agencies that manage 20 or fewer vehicles. The platform offers essential scheduling and reporting capabilities, helping streamline operations for these agencies. Throughout the month, I participated in several key advocacy and partnership opportunities. Notably, I attended both the **Micronesian Coalition meeting** and the **Ponca City Assistance Fair**. During the Ponca City fair, I connected with multiple agencies, which led to a new coordination agreement between our transit services and **Avenue of Hope**, a local substance abuse and mental health provider in urgent need of transportation assistance. I conducted a learning session with their director, guiding them on how to effectively utilize local transit services. Additionally, I introduced them to the **5310 application process**, which could enable them to eventually integrate into our transit network. I also met with coordinators and case managers from **Northwestern Oklahoma Youth Services (NOYS)**, which supports youth in DHS custody and families in need of various resources like food, diapers, clothing, and toys. Many of their families face transportation barriers that prevent them from accessing these critical services. As a solution, we brought in the **Cimarron Transit director**, and we successfully coordinated an agreement to provide transit vouchers for NOYS families, enabling better access to the services they depend on. Later in the month, we held a **Northwest 5310 coordination meeting**, where we discussed updates to our plan for **ODOT**. We are in the process of refining this plan and expect to submit it shortly. I also attended a **Hope Strategies training course** alongside several other mobility managers. The training provided valuable insight into how we can better advocate for transportation services while also identifying potential partners who are eager to collaborate with us. We engaged in various exercises aimed at assessing our program's strengths and identifying areas for improvement to ensure we stay aligned with our goals. The **Community Transportation Chat** continues to be an effective platform for expanding our reach, especially through the participation of human service agencies. Be on the lookout for our upcoming Lastly, we're excited to announce the launch of the **Take Charge program in Kingfisher**, which will soon be rolling out in collaboration with two transit services. This initiative will address key transportation needs in the area and enhance mobility for residents. The Northwest Coordination Group has decided to hold their meetings bi-monthly on the second Thursday of the month at 2 PM. We are actively working to increase participation in these meetings, as they are a requirement by the FTA for securing funding for the 5310 agencies in all areas. **If you or any agency is in need of information on how to attend these meetings, email me at Chanler@noda-ok.org.** **Other:** Fall newsletter—if you have any suggestions for additional contacts to include in our mailing list, please let me know. **Attended (in person):** Hope strategies training, Ponca city resource fair,

Micronesian coalition, community transportation meeting, CST, Avenue of Hope, NOYS, NORTPO Policy board. **Attended** (via Zoom and/or Teams): Wednesday workshop x3, Training session, 5310 and 5311 ODOT meeting, Mobility management weekly meeting x3, Mentor meeting with Kristi, NW Coordination meeting, NW Coordination meeting, Ride sheet demo. **Travel:** Ponca City X4, Enid x5, Garber, OKC X2.

Isaac Smallwood, Community Planner: REAP: Worked on closeout documents for REAP projects. Process payments for REAP projects and file documents in their proper file. Requested third-quarter documents from town/ city clerks for their open REAP projects. Quarterly REAP project summary, REAP open report. Meet with the mayor, town clerk/city manager. **Other:** I traveled to Okarche to pick up NODA vehicles. **Attended** (in person): Hennessey final REAP project walk-through; Kay County Majors round table in Newkirk. I assisted Susmita with a CIP drop-off for the town of Garber. I attended the BEAD Seminar at Enid Library. **Attended** (via Zoom and/or TEAMS): NODA REAP overview (Kameelah). **Webinars:** KSU Grant Writing Seminar. **Travel:** Garber, Hennessey, Newkirk, and Okarche.

Vicki Eggers, Director: Economic Development: CEDS is still on hold. Met with Red Rock to discuss their needs. Attended BEAD challenge application meeting. **CARES Act project: FRMC:** Still waiting on a copy of Fairview's single audit to submit to EDA for FRMC closeout. **RLF:** Prepared and submitted monthly report, monthly invoices, and updated accounts' spreadsheets. **CDBG:** Prepared expenditure reports. Working with Braman and Drummond to get their projects closed, just need final financial docs then they will be submitted. Helena bid opening was held and Notice of Award signed then send to contractor; will schedule pre-construction conference soon. **OEDA:** Still waiting on the commissioner to start Keyes' project. Worked with Lacey on Seiling bids; attended Seiling's board meeting; preparing for pre-construction conference with Lacey. Waiting on Woodward County to submit POs to process pay applications. **REAP: OEDA: Working with OEDA staff on questions, emails, etc.** **NODA:** Working with Smallwood on REAP questions, various processes, etc. Answered questions from clerks, mayors, etc., on REAP projects. Attended Kay Co. Mayors' Roundtable to introduce Smallwood to them. Assisted Smallwood with FY25 REAP application. **Other:** Scheduled times with RK Black for laptop issues. Completed FY25 Substate application. Attended Wheatland RC&D special meeting. Prepared agenda and board packet for NODA board meeting and sent them out; set up conference room for NODA and NORTPO meetings. **Attended** (in person): OML conference (1 day); Seiling board meeting; OARC meeting; Hennessey final inspection; Helena bid opening; Helena board meeting; BEAD challenge meeting. **Attended** (via Zoom and/or TEAMS): Select Oklahoma meeting. **Webinars:** RLF Risk Analysis System Update (EDA); Recreation Economy for Rural Communities (EPA); Local Land Use Law and the Rise of Agrivoltaics (Maryland Dept. of Planning); Wealth Creation #3: Encouraging Section Collaborations (NADO); Zoom's Approach to AI Privacy and Security (Zoom); Evaluating Brownfield Site Feasibility for Clean Energy (KSU TAB); Essential Updates: A Discussion About the New DOL Salary Thresholds and FTC Non-Compete Rules (OSBDC). **NORTPO/Transportation Planning:** Various discussions with Brock Spencer and Payton Herron on maps, data, plans, RTPO designation, etc. **Attended** (in person): Chisholm Trail MPO joint technical committee and policy board meeting; NORTPO technical committee meeting; NORTPO policy board meeting. **Attended** (via Zoom and/or TEAMS): RTPO meeting; RPO America meeting. **Webinars:** none. **All Travel:** Enid (2); Helena (2); Hennessey; Oklahoma City; Seiling.

NODA Revolving Loan Fund (RLF) Monthly Report September 2024

Mission:

Goal: The overall goal is to create new, long-term, high quality jobs.

Obligated Loans Balance to Expend

Total **\$0.00**

NODA RLF bank account

<i>9/1/2024</i>	<i>Beginning balance</i>	\$202,987.50
	<i>Interest</i>	\$510.06
	<i>Deposits</i>	\$0.00
	<i>Withdrawal</i>	\$0.00
<i>9/30/2024</i>	<i>Ending balance</i>	\$203,497.56
	NODA RLF funds available	\$203,497.56

CARES RLF bank account

<i>9/1/2024</i>	<i>Beginning balance</i>	\$43,478.15
	<i>Interest</i>	\$120.54
	<i>Deposits</i>	\$5,702.57
	<i>Withdraw</i>	\$0.00
<i>9/30/2024</i>	<i>Ending balance</i>	\$49,301.26
	CARES Act Relending funds available	\$49,301.26

Less Obligated Loans **\$0.00**

Total Available to Loan **\$252,798.82**

Total CARES Portfolio **\$548,642.43**

Total RLFs Portfolio **\$752,139.99**

Active Loans

Enid Brewing Company

Loan amount: \$110,000.00 Interest Rate: 2.50%
Payment Interval: Monthly Start Date: 1/1/2021
Payment Amount: \$733.47 Payoff Date: 12/1/2035
Due Date: 1st of month Status: Current
Past Due: 10th of month

Payments Received:

<u>Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Late Fee</u>	<u>Payment</u>
9/3/2024	\$180.44	\$553.03		\$733.47
		Fees Charged:	--	
Ending Balance:	\$86,057.83	Fees Collected:	--	
		Balance Past Due:	0.00	

Enid Brewing Company (EBC Kitchen)

Loan amount: \$120,000.00 Interest Rate: 4.00%
Payment Interval: Monthly Start Date: 8/1/2022
Payment Amount: \$887.63 Payoff Date: 7/1/2037
Due Date: 1st of month Status: Current
Past Due: 10th of month

Payments Received:

<u>Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Late Fee</u>	<u>Payment</u>
9/3/2024	\$357.70	\$529.93		\$887.63
		Fees Charged:	--	
Ending Balance:	\$106,779.11	Fees Collected:	--	
		Balance Past Due:	0.00	

G.R.O.W. Trucking & Services

Loan amount: \$147,000.00 Interest Rate: 2.50%
Payment Interval: Monthly Start Date: 6/1/2022
Payment Amount: \$1,385.77 Payoff Date: 5/1/2032
Due Date: 1st of month Status: Current
Past Due: 10th of month

Payments Received:

<u>Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Late Fee</u>	<u>Payment</u>
9/10/2024	243.86	1,141.91		\$1,385.77
		Fees Charged:	--	
Ending Balance:	\$115,907.84	Fees Collected:	--	
		Balance Past Due:	0.00	

G.R.O.W. Trucking & Services (GROW II)

Loan amount: \$95,000.00 *Interest Rate:* 4.50%
Payment Interval: Monthly *Start Date:* 5/1/2024
Payment Amount: \$1,771.09 *Payoff Date:* 4/1/2029
Due Date: 1st of month *Status:* Current
Past Due: 10th of month

Payments Received:

<u>Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Late Fee</u>	<u>Payment</u>
9/10/2024	334.91	1,436.18		\$1,771.09
<i>Ending Balance:</i> \$87,872.56		<i>Fees Charged:</i>	--	
		<i>Fees Collected:</i>	--	
		<i>Balance Past Due:</i>	0.00	

JJ's Quickshop

Loan amount: \$125,000.00 *Interest Rate:* 4.00%
Payment Interval: Monthly *Start Date:* 5/1/2021
Payment Amount: \$924.61 *Payoff Date:* 4/1/2036
Due Date: 1st of month *Status:* Current
Past Due: 10th of month

Payments Received:

<u>Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Late Fee</u>	<u>Payment</u>
9/3/2024	344.35	580.26		\$924.61
<i>Ending Balance:</i> \$102,723.83		<i>Fees Charged:</i>	--	
		<i>Fees Collected:</i>	--	
		<i>Balance Past Due:</i>	0.00	

C.J. Runyon P.C.
Certified Public Accountant
6417 N. Libby Ave. Oklahoma City, Oklahoma 73132
405-951-7000

Independent Auditor's Report

Board of Directors
Northern Oklahoma Development Authority
Enid, Oklahoma

Opinion

We have audited the accompanying financial statements of Northern Oklahoma Development Authority (a trust authority), which comprise the statement of net position as of June 30, 2024, and the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the net position of Northern Oklahoma Development Authority as of June 30, 2024, and the changes in its net position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Northern Oklahoma Development Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Northern Oklahoma Development Authority's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial

statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Northern Oklahoma Development Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Northern Oklahoma Development Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the schedule of expenditures of state awards, and the schedule of operating activities are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards, the schedule of expenditures of state awards, and the schedule of operating activities are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 9, 2024, on our consideration of Northern Oklahoma Development Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Northern Oklahoma Development Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance

with *Government Auditing Standards* in considering Northern Oklahoma Development Authority's internal control over financial reporting and compliance.

PJ Runyon PE

Oklahoma City, Oklahoma
October 9, 2024

Northern Oklahoma Development Authority

Statement of Net Position

June 30, 2024

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
<u>Assets</u>			
Current assets			
Cash	\$ 1 233 501	\$ 2 902 617	\$ 4 136 118
Receivable	652 910	227 374	880 284
Prepaid	<u>1 528</u>	<u>-</u>	<u>1 528</u>
Total current assets	1 887 939	3 129 991	5 017 930
Noncurrent assets			
Property, vehicles and equipment			
Buildings and improvements	248 157	-	248 157
Vehicles	2 198 837	-	2 198 837
Equipment	440 207	-	440 207
Less: accumulated depreciation	<u>(2 227 187)</u>	<u>-</u>	<u>(2 227 187)</u>
Total property, vehicles and equipment	660 014	-	660 014
Other noncurrent assets			
Assets related to postemployment benefit plan	53 090	-	53 090
Loans	<u>-</u>	<u>512 027</u>	<u>512 027</u>
Total assets	<u>2 601 043</u>	<u>3 642 018</u>	<u>6 243 061</u>
Deferred outflows related to pension plan	<u>203 566</u>	<u>-</u>	<u>203 566</u>
<u>Liabilities</u>			
Current liabilities			
Payable	39 693	-	39 693
Accrued vacation	26 218	-	26 218
Deferred revenue	<u>632 801</u>	<u>-</u>	<u>632 801</u>
Total current liabilities	698 712	-	698 712
Noncurrent liabilities			
Liabilities related to defined benefit retirement plan	<u>190 257</u>	<u>-</u>	<u>190 257</u>
Total liabilities	<u>888 969</u>	<u>-</u>	<u>888 969</u>
Deferred inflows related to pension plan	<u>2 882</u>	<u>-</u>	<u>2 882</u>
<u>Net Position</u>			
Unrestricted	1 252 744	-	1 252 744
Investment in capital assets	660 014	-	660 014
Restricted	<u>-</u>	<u>3 642 018</u>	<u>3 642 018</u>
Total net position	<u>\$ 1 912 758</u>	<u>\$ 3 642 018</u>	<u>\$ 5 554 776</u>

The accompanying notes are an integral part of these statements.

Northern Oklahoma Development Authority

Statement of Revenues, Expenses, and Changes in Net Position

Year Ended June 30, 2024

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
<u>Operating Revenues</u>			
Federal and state awards	\$ 1 329 106	\$ 2 727 273	\$ 4 056 379
Contracts	320 407	-	320 407
Transit fares (Cherokee Strip Transit)	623 694	-	623 694
Dues	101 214	-	101 214
Assets released from restrictions	<u>2 560 357</u>	<u>(2 560 357)</u>	<u>-</u>
Total operating revenues	4 934 778	166 916	5 101 694
<u>Operating Expenses</u>			
Community planning and direct services	865 368	-	865 368
Community economic development	2 434 687	-	2 434 687
Transit service	<u>1 829 078</u>	<u>-</u>	<u>1 829 078</u>
Total operating expenses	<u>5 129 133</u>	<u>-</u>	<u>5 129 133</u>
Operating income (loss)	(194 355)	166 916	(27 439)
<u>Nonoperating Revenues</u>			
Rental	21 750	-	21 750
Interest	<u>20 357</u>	<u>92 986</u>	<u>113 343</u>
Total nonoperating revenues	<u>42 107</u>	<u>92 986</u>	<u>135 093</u>
Net increase (decrease) in net position	(152 248)	259 902	107 654
Net position beginning of year	<u>2 065 006</u>	<u>3 382 116</u>	<u>5 447 122</u>
Net position end of year	<u>\$ 1 912 758</u>	<u>\$ 3 642 018</u>	<u>\$ 5 554 776</u>

The accompanying notes are an integral part of these statements.

Northern Oklahoma Development Authority

Statement of Cash Flows

Year Ended June 30, 2024

Cash Flows from Operating Activities

Cash received from federal and state awards	\$ 4 717 663
Cash received from contracts, transit fares, and dues	1 070 187
Cash payment for salaries and benefits	(1 351 293)
Cash payment for goods and services	<u>(3 427 565)</u>
Net cash provided (used) by operating activities	1 008 992

Cash Flows from Investing Activities

Receipt of interest	113 343
Receipt of rent	21 750
Receipt of payments on loan receivable	35 770
Issuance of loans	(95 000)
Purchase building improvements, vehicles and equipment	<u>(67 271)</u>
Net cash provided (used) by investing activities	<u>8 592</u>

Net increase (decrease) in cash 1 017 584

Cash beginning of year 3 118 534

Cash end of year \$ 4 136 118

Reconciliation of operating income (loss) to net cash provided (used) by operating activities:

Operating income (loss)	\$ (27 439)
Adjustments:	
Depreciation	367 619
(Increase) decrease in receivable	670 322
(Increase) decrease in prepaid	16 840
(Increase) decrease in postemployment benefit plan	(53 090)
(Increase) decrease in deferred outflows related to pension plan	78 436
Increase (decrease) in payable	(3 920)
Increase (decrease) in accrued vacation	2 325
Increase (decrease) in payable ODOT	(616 967)
Increase (decrease) in deferred revenue	632 801
Increase (decrease) in defined benefit retirement plan	(48 499)
Increase (decrease) in deferred inflows related to pension plan	<u>(9 436)</u>
Net cash provided (used) by operating activities	<u>\$ 1 008 992</u>

The accompanying notes are an integral part of these statements.

Northern Oklahoma Development Authority

Notes to Financial Statements

1 Significant Accounting Policies

A Trust authority

Northern Oklahoma Development Authority (a trust authority) was created in 1994 as a trust for the use and benefit of the beneficiaries for the public purposes hereinafter set forth, under the provisions of Title 60 O.S., Sections 176, et seq, as amended and supplemented, the Interlocal Cooperation Act, Title 74 O.S., Sections 1001 – 1008, inclusive; the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma. The purpose of the authority is to administer programs and provide services to the counties of Alfalfa, Blaine, Garfield, Grant, Kay, Kingfisher, Major and Noble, as well as all public agencies having jurisdiction within those counties.

B Basis of presentation

The authority's basic financial statements are presented using the economic resources flow measurement focus and the accrual basis of accounting.

C Cash

Cash includes cash on hand, deposits in accounts, demand deposits, and pools that have the characteristic of demand deposits accounts in that deposits or withdrawals made be made at any time without prior notice or penalty.

D Property, vehicles and equipment

The cost of buildings and improvements, vehicles, and equipment (over \$500) is depreciated over an estimated economic life on a straight-line basis. The economic life of buildings and improvements is 40 years, vehicles is 5 years, and equipment is 5-10 years.

E Loans

Loans are restricted U.S. Department of Commerce funds received to loan out to create new employment. The loan agreement is evidenced by a loan agreement, promissory note, and secured by a security agreement.

F Restricted net position

Restricted net position are assets restricted by award's purpose. The authority applies restricted resources first when an expense is incurred for which restricted and unrestricted resources are available.

G Revenue recognition

A significant portion of the authority's revenue is from cost-reimbursable government contracts and grants which are conditioned upon the incurrence of allowable qualifying expenses. These revenues are recognized when the authority has incurred expenditures in compliance with contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue in the statement of net position.

H Significant concentration of risks

The authority received and expended various grants from government agencies which are subject to compliance audits by the granting agency. Accordingly, compliance with grant requirements may be tested at some future date. The amount, if any, of grant expenditures which may be disallowed and required to be refunded to the granting agency cannot be determined at this time. However, the authority expects such amount, if any, to be immaterial.

I Estimates

Preparation of financial statements in conformity with generally accepted accounting principles

Northern Oklahoma Development Authority

Notes to Financial Statements

requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

2 Credit and Custodial Risk

The authority requires all demand deposits and certificates of deposit to be with financial institutions with FDIC \$250,000 guarantee. At June 30, 2024, there was no custodial risk.

3 Receivables

Receivables are approximately 76% cost reimbursable awards and contracts with government entities.

4 <u>Property, Vehicles and Equipment</u>	<u>2023</u>	<u>Additions</u>	<u>Deletions</u>	<u>2024</u>
Buildings and improvements	\$ 248 157	-	-	\$ 248 157
Vehicles	2 238 848	-	(40 011)	2 198 837
Equipment	372 936	67 271	-	440 207
Less: accumulated depreciation	<u>(1 899 579)</u>	367 619	(40 011)	<u>(2 227 187)</u>
Total	<u>\$ 960 362</u>			<u>\$ 660 014</u>

5 Restricted Net Position

Assets restricted are available for the following purposes:

ODOC - Reap projects	\$ 3 072 072
DOC – RLF projects	<u>569 946</u>
	<u>\$ 3 642 018</u>

6 Employee Benefit Plan

A Defined benefit retirement plan

Plan Description. The Authority contributes to the OPERS Plan, a cost-sharing multiple-employer public employee defined benefit retirement plan administered by the OPERS, a component unit of the State of Oklahoma (the "State"). The OPERS Plan provides retirement, disability and death benefits to its members and beneficiaries. The benefits provided are established by and may be amended by the legislature of the State. Title 74 of the Oklahoma Statutes, Sections 901 through 943, assigns the authority for management and operation of the OPERS Plan to the OPERS Board of Trustees.

Vesting. OPERS requires eight years of credited service (including six full years of full-time equivalent employment) to be eligible to vest.

Benefits Provided. Employees who became a member of OPERS before November 1, 2011, can begin receiving full, unreduced retirement benefits at the age of 62 with six full years of full-time equivalent employment, or when the sum of the member's age and years of service equals 80 when membership began before July 1, 1992; or when the sum of the member's age and years of service equals 90 when membership began on or after July 1, 1992. Employees who became a member of OPERS on or after November 1, 2011, can begin receiving full, unreduced retirement benefits at the age of 65 with six full year of full-time equivalent employment; or when the member is at least 60 years of age and the sum of the member's age and years of service equals 90.

Northern Oklahoma Development Authority

Notes to Financial Statements

Employees may retire at age 60 (55 when membership began before November 1, 2011) and receive reduced benefits with at least 10 years of participating service. Members who choose early retirement will receive a permanent actuarial reduction in benefit based on the age at retirement. The benefit on or after normal retirement, payable monthly for life, is 2% of final average compensation multiplied by years of credited service.

Contributions. OPERS members and the Authority are required to contribute to the OPERS Plan at a rate set by statute. Contributions rates are established and may be amended by the State. Each member participates based on gross salary earned (excluding overtime). The Authority employees contribute 6.0% on salary.

Pension Assets and Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension. At June 30, 2024, Authority reported a liability of \$190,257 for its cumulative proportionate share of the net pension liability. The net pension liability was measured at June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023. The Authority's proportion of the net pension liability was based on the Authority's share of contributions to the pension plan relative to the contributions of all participating employers. At June 30, 2023, the Authority's proportion was .04158435%. For the year ended June 30, 2024, the Authority pension expense was \$53,902.

As of June 30, 2024, the Authority reported deferred outflows of resources and deferred inflows of resources related to the pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net differences between projected and actual earnings and between expected pension plan investments	\$ 158 155	\$ -
Changes of assumptions	40 192	-
Differences between expected and actual experience	<u>5 219</u>	<u>2 882</u>
Total	<u>\$ 203 566</u>	<u>\$ 2 882</u>

Amortization of deferred outflows and deferred inflows at June 30, 2024 is as follows:

2025	\$ 56 067
2026	7 965
2027	172 704
2028	<u>(36 052)</u>
	<u>\$ 200 684</u>

Actuarial Assumptions. The total pension liability was determined based on actuarial valuations prepared as of July 1, 2023, using the following actuarial assumptions::

Actuarial cost method:	Entry age
Investment return	6.5%
Discount rate:	6.5%
Salary increases	3.5% to 9.25%
Payroll growth:	3.25%
Inflation rate::	2.50%
Mortality rates:	MP-2019 Below Media Active Mortality Table

Northern Oklahoma Development Authority

Notes to Financial Statements

Long-Term Expected Return on Plan Assets. The long-term expected rate of return on pension plan investments was determined using a log normal distribution analysis in which best estimated ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The target asset allocation and best estimates of geometric real rates of return for each major asset class as of June 30, 2023, are summarized in the following table:

	Long-Term Expected Rate of Returns	Target Allocation
U.S. Large Cap Equity	5.1 %	34.0%
U.S. Small Cap Equity	5.1	6.0
Global Equity	8.2	28.0
Core Fixed Income	1.9	25.0
Various	various	<u>7.0</u>
Total		<u>100.0 %</u>

Single Discount Rate. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and the employees will be made at the current contribution rate as set out in state statute. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payment of current plan members. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

B Postemployment benefits

The Authority contributes to the Health Insurance Subsidy Plan (HISP), a cost-sharing multiple employer public employee health insurance subsidiary plan administered by the OPERS, a component unit of the State of Oklahoma (the "State"). At June 30, 2024, Authority reported a asset of \$53,090 for its cumulative proportionate share of the net OPEB asset. The net other postemployment benefit (OPEB) asset is the portion of the actuarial present value of projected benefit payments related to past periods. The Authority's proportion of the net OPEB asset was based on the Authority's share of contributions to the contributions of all participating employers. At June 30, 2023, the Authority's proportion was .04158435%.

7 Subsequent Events

Management has evaluated subsequent events through October 9, 2024, the date on which the financial statements were available to be issued.

Northern Oklahoma Development Authority

Schedule of Operating Activities

Year Ended June 30, 2024

	<u>Community Planning and Direct Services</u>	<u>Community Economic Development</u>	<u>Transit Service</u>	<u>Restricted</u>	<u>Total</u>
Revenues					
Federal and state awards	\$ 280 611	\$ 2 797 273	\$ 978 495	\$ -	\$ 4 056 379
Contracts	314 657	350	5 400	-	320 407
Transit fares	-	-	623 694	-	623 694
Dues	101 214	-	-	-	101 214
Assets released from restrictions	3 587	2 347 126	209 644	(2 560 357)	-
Assets moved to restrictions	-	(2 727 273)	-	2 727 273	-
	<u>700 069</u>	<u>2 417 476</u>	<u>1 817 233</u>	<u>166 916</u>	<u>5 101 694</u>
Expenses					
Salaries	524 104	107 872	370 415	-	1 002 391
Payroll taxes	39 157	7 720	29 328	-	76 205
Benefits	84 531	38 253	119 649	-	242 433
Contract labor	-	-	634 126	-	634 126
Vehicle and equipment maintenance	18 327	2 754	205 185	-	226 266
Occupancy	25 534	7 956	34 234	-	67 724
Communication	19 391	8 565	63 741	-	91 697
Printing and publications	1 980	62	1 303	-	3 345
Professional services	9 232	3 077	16 591	-	28 900
Supplies	24 766	6 730	35 956	-	67 452
Travel and conferences	51 426	18 528	19 741	-	89 695
Depreciation	66 920	1 890	298 809	-	367 619
Pass thru funds	-	2 231 280	-	-	2 231 280
	<u>865 368</u>	<u>2 434 687</u>	<u>1 829 078</u>	<u>-</u>	<u>5 129 133</u>
Operating income (loss)	<u>\$ (165 299)</u>	<u>\$ (17 211)</u>	<u>\$ (11 845)</u>	<u>\$ 166 916</u>	<u>\$ (27 439)</u>

The accompanying notes are an integral part of these statements.

C.J. Runyon P.C
Certified Public Accountant
6417 N. Libby Ave. Oklahoma City, Oklahoma 73132
405-951-7000

Independent Auditor's Report on Internal Control over Financial Reporting and on
Compliance and Other Matters based on an Audit of Financial Statements
Performed in Accordance with Government Auditing Standards

Board of Directors
Northern Oklahoma Development Authority
Enid, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Northern Oklahoma Development Authority (a trust authority), which comprise the statement of net position as of June 30, 2024, and the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 9, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Northern Oklahoma Development Authority's internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Northern Oklahoma Development Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of Northern Oklahoma Development Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the authority's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

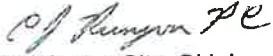
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Northern Oklahoma Development Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Oklahoma City, Oklahoma
October 9, 2024

C.J. Runyon P.C.
Certified Public Accountant
6417 N. Libby Ave. Oklahoma City, Oklahoma 73132
405-951-7000

Independent Auditor's Report on Compliance for Each Major Program and on
Internal Control over Compliance Required by Uniform Guidance

Board of Directors
Northern Oklahoma Development Authority
Enid, Oklahoma

Opinion on Each Major Federal Program

We have audited Northern Oklahoma Development Authority's compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of Northern Oklahoma Development Authority's major federal programs for the year ended June 30, 2024. Northern Oklahoma Development Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Northern Oklahoma Development Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Northern Oklahoma Development Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Northern Oklahoma Development Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Northern Oklahoma Development Authority's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Northern Oklahoma Development Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal

control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Northern Oklahoma Development Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Northern Oklahoma Development Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Northern Oklahoma Development Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Northern Oklahoma Development Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during our audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Oklahoma City, Oklahoma
October 9, 2024

Northern Oklahoma Development Authority

Schedule of Expenditures of Federal Awards and State Awards

Year Ended June 30, 2024

<u>Grantor/Pass-through Grantor/Program Title</u>	<u>Federal Assistance Listing Number</u>	<u>Total Expenditures</u>
<u>Federal Awards</u>		
U.S. Department of Transportation		
Pass-through State Department of Transportation		
Highway Planning and Construction	20.205	\$ 177 406
Enhanced Mobility of Seniors and Individuals with Disabilities	20.215	89 569
Rural Area Formula Grant	20.509	<u>661 931</u>
Total U.S. Department of Transportation		928 906
U.S. Department of Commerce		
Direct Award		
Comprehensive Economic Development Strategy	11.302	<u>70 000</u>
Total Federal Awards		998 906
<u>State Awards</u>		
State Department of Commerce		
Substate Planning		13 636
Rural Economic Action Plan		<u>2 231 380</u>
Total State Department of Commerce		2 245 016
State Department of Transportation		
Public Trust Revolving Fund		<u>316 564</u>
Total State Awards		<u>2 561 580</u>
 Total Federal Awards and State Awards		 <u>\$ 3 560 486</u>

The accompanying notes are an integral part of these statements.

Northern Oklahoma Development Authority

Notes to Schedule of Expenditures of Federal Awards and State Awards

Year Ended June 30, 2024

1 Basis of Presentation

The accompanying schedule of expenditures of federal awards and state awards includes the federal award activity of Northern Oklahoma Development Authority under programs of the federal government for the year ended June 30, 2024. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirements for Federal Awards (Uniform Guidance). Because the schedule presents only a selected portion of the operations of Northern Oklahoma Development Authority, it is not intended to and does not present the net position, changes in net position, or cash flows of the authority.

2 Significant Accounting Policies

- A Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- B Pass-through entity identifying numbers are presented when available.
- C 10% de minimus indirect cost rate not used.

Northern Oklahoma Development Authority

Schedule of Findings and Questioned Costs

Year Ended June 30, 2024

Section I - Summary of Auditor's Results

Financial Statements

Auditor's report on financial statements prepared in accordance with GAAP: unmodified opinion

Internal control over financial reporting:

Material weaknesses reported? yes no

Significant deficiencies reported? yes no

Instances of noncompliance material to the financial statements disclosed? yes no

Federal Awards

Auditor's report on compliance for the major federal award programs: unmodified opinion

Internal control over major programs:

Material weaknesses reported? yes no

Significant deficiencies reported? yes no

Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) yes no

Programs tested as major programs:

<u>Federal Assistance Listing Number(s)</u>	<u>Name of Federal Program</u>
20.509	Rural Area Formula

Threshold for distinguishing types A and B programs: \$ 750,000

Auditee determined to be a low-risk auditee? yes no

Section II – Findings - Financial Statements Audit

No matters were reported.

Section III – Findings and Questioned Costs - Major Federal Award Programs Audit

No matters were reported.

Section IV – Summary Schedule of Prior Audit Findings

No matters were reported.

FFY 2025 AGREEMENT

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

**SPR PLANNING FUNDS: SPRY-0010(094) PL, JP No. 01946(92) Item: 1710
CFDA NUMBER 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)**

I PARTIES AND PURPOSE

This AGREEMENT made and entered into this _____ day of _____, 2024, by and between the Oklahoma Department of Transportation (ODOT) and Northern Oklahoma Development Authority (NODA) and Oklahoma Economic Development Authority (OEDA), reaffirms the Regional Transportation Planning Process of the Northern Oklahoma Regional Transportation Planning Organization (NORTPO) study area. The above-cited parties to this AGREEMENT will hereinafter be referred to individually as the DEPARTMENT and NORTPO 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 NORTPO study area, excluding any metropolitan planning organization study area, pursuant to the Memorandum of Understanding between the DEPARTMENT and the NORTPO, and as identified in the FFY 2025 Planning Work Program (PWP).

II EFFECTIVE DATE

The provisions of this AGREEMENT shall become effective on the first day of October 2024, or on the day, this project is authorized by FHWA 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, 2025 for expenditure of SPR funds without supplementation as provided by Section XVII of this AGREEMENT. This AGREEMENT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section XVIII of this AGREEMENT.

III ORGANIZATION

Policy direction, plan selection, and development of programs for regional transportation planning shall be vested in the NORTPO Transportation Policy Board (TPB) whose membership and responsibilities are detailed in the FFY 2025 PWP. Each TPB will submit to the DEPARTMENT through the NORTPO 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 2025 PWP. The PWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken with SPR funds. The purpose and product of the PWP will be a public participation process and a viable up-to-date twenty (20) year comprehensive multi-modal transportation plan for NORTPO. 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 NORTPO as detailed in the PWP. The PARTICIPANTS agree that the financing of this program as set forth in this AGREEMENT is as follows:

Northern Oklahoma Development Authority	<u>\$ 200,000.00</u>
Oklahoma Economic Development Authority	
 Total SPR Funds for FFY 2025	 <u>\$ 200,000.00</u>

Such funds shall be on the basis of direct and indirect actual auditable cost as stated in 23 Code of Federal Regulations (CFR) Chapter 1, §420.113 and the provisions of the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 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 SPR, subject to audit. An additional 20% local match by the NORTPO is also required.

VI AUDIT

As part of this AGREEMENT, NORTPO 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 NORTPO 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 NORTPO 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

NORTPO 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 CFR 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 three 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 NORTPO 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

NORTPO 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 NORTPO 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, NORTPO 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 NORTPO 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 NORTPO, 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 NORTPO 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 NORTPO, 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 NORTPO 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 NORTPO may make. All contracts and discussions between the DEPARTMENT and consultants retained by NORTPO must be initiated through NORTPO.

XXI RESPONSIBILITY FOR CLAIMS AND LIABILITY

NORTPO and/or its consultants shall hold 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 NORTPO 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. NORTPO 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

NORTPO 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 NORTPO 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

NORTPO 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

NORTPO 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

NORTPO 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

NORTPO 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 NORTPO 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 NORTPO 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
Multimodal & Planning Division
200 Northeast 21st Street
Oklahoma City, Oklahoma 73105-3204

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

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

Executive Director
NODA
2901 N. Van Buren St.
Enid, OK 73703-1731

XXXI SEVERABILITY

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

IN WITNESS WHEREOF, the Executive Director of the Northern Oklahoma Development Authority has set his/her hand and seal this ____ day of _____, 2024 and the Deputy Director of the Oklahoma Department of Transportation has set his/her hand and seal this ____ day of _____2024.

NORTHERN OKLAHOMA REGIONAL TRANSPORTATION PLANNING ORGANIZATION:

Approved:

Executive Director Date

NODA
2901 N. Van Buren St.
Enid, OK 73703-1731

Federal Tax ID Number: 73-0408093

OKLAHOMA DEPARTMENT OF TRANSPORTATION:

Recommended:

Multimodal & Planning Date
Division Manager

Reviewed and Approved
as to Legality and Form:

Approved:

General Counsel Date

Deputy Director Date

EXHIBIT A

FEDERAL-AID ELIGIBILITY CERTIFICATION

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

- (1) That he or she is the fully authorized agent of the Prospective PARTICIPANT in this project which involves, Federal funding and has full knowledge and authority to make this certification.

- (2) That, neither the Prospective PARTICIPANT nor any person associated therewith in the capacity of director, officer, manager, auditor, or accountant, nor any person in a position involving the administration of federal funds:
 - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
 - b. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
 - c. Has a proposed debarment pending; and
 - d. Has been indicted, convicted, or had a civil judgment rendered against any of the 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: _____

Executive Director
NODA

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 NORTPO, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

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

Date

STATUTORY CERTIFICATION

The undersigned hereby certifies to the following statutory requirements:

- A. Pursuant to Title 74 O.S. § 85.22, I certify:
 - 1. I am the duly authorized agent of the contractor, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
 - 2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
 - 3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.
- B. I certify pursuant to 74 OS §85.22, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.
- C. I certify pursuant to Title 74 O.S. § 85.42, 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 under this contract.
- D. 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 could result in a substantial duplication of the services required by this contract.
- E. 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.
- F. In full compliance with Title 74 O.S. § 582, the contractor certifies that the contractor is not currently engaged in a boycott of goods or services from Israel.

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

CERTIFIER