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, May 22, 2025

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 Toby Walker, Chair

- A. Flag Salute
- B. Roll Call Marci Hyde
- C. Introduction of Guests Toby Walker, Chair
- D. Approval of Minutes

II. REPORTS

- A. Secretary's Report of Membership Marci Hyde
- B. Treasurer's Financial Report Michelle Emmerson
- C. Staff Reports (E-mailed in Board Packets)

III. BUSINESS (To meet, discuss & possibly act on the following items)

- A. Executive Director's Update Jonathon Cross
- B. FY26 NODA Budget Michelle Emmerson
- C. WIC Grant for Mobility Management Brock Spencer
- D. REAP Report (including, but not limited to, extension requests, changes of scope, needs related to project activities) Isaac Smallwood

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 Authorit	/ May	15	2025	at 4.30	nm.
riled in the office of the Northern Oxignoma Development Additions	y iviay		, 2020,	at 7.50	P

Signed Vicki Eggers

NODA BOARD & CEDS REGULAR MEETING MINUTES 2901 N. Van Buren, Enid, OK 73703 1:00 p.m. Thursday, April 24, 2025

I. CALL TO ORDER-Toby Walker

- A. Flag Salute
- B. Roll Call-Marci Hyde

Present

Noel Clonts Travis Darr Chris Henderson Max Hess

Marci Hyde Dixie Johnson Garret Johnson

Catherine Lantz Otie Maly Jeff Moss

Howard Powell Philip Schrahl Brandon Schultz Bill Seitter

Duane Thompson Toby Walker

Absent

Geoff Covalt Kelly Fanning Ashley Humphrey Gary May Jason Shanks

- C. Introduction of Guests—Mike Krittenbrink from Okarche Rural Water District.
- D. Approval of Minutes

Philip Schrahl moved to approve the minutes, seconded by Garret Johnson. Aye-Clonts, Darr, Henderson, Hess, Hyde, D. Johnson, G. Johnson, Lantz, Maly, Moss, Powell, Schrahl, Schultz, Seitter, Thompson, Walker. Nay-None.

II. REPORTS

- A. Hyde-As of this date, 96 entities have paid NODA dues totaling \$101,441.60.
- B. Clonts--The Board reviewed the following from July 1, 2024-February 28,2025—Total Revenue \$1,752,773.34. Total Expense \$1,737,591.32. Profit of \$15,182.02.
- C. Staff Reports-Emailed with the board packet.

III. BUSINESS

- A. Executive Director's Update-Jonathon Cross
 - (1)A contract was signed with Purple Wave for two vehicles;
 - (2)Ballots will be sent for election for Alfalfa County-Marci Hyde; Noble County-Dixie Johnson; Kingfisher County-Jeff Covalt and

- Howard Powell; (3)Quotes are being taken for a security system; (4)At the present time, no change has been seen with funding for federal programs from legislature; (5)ODOT owes \$265,589.08. They were behind on a grant cycle and cannot send money until everything is approved.
- B. WIC Grant for Mobility Management-Brock Spencer---The WIC grant was awarded. They serve Dewey, Harper and Woodward counties and will add Ellis and Cimarron counties.
- C. REAP Report-Vicki Eggers-The Town of Lamont asked for an extension. They hope to have the project completed by January 3, 2026. Noel Clonts moved to approve the extension, seconded by Howard Powell. Aye-Clonts, Darr, Henderson, Hess, Hyde, D. Johnson, G. Johnson, Lantz, Maly, Moss, Powell, Schrahl, Schultz, Seitter, Thompson, Walker. Nay-None.
- IV. NEW BUSINESS-None
- V. PUBLIC PARTICIPATION-None
- VI. ADJOURNMENT-Max Hess made the motion to adjourn the meeting, seconded by Philip Schrahl. Meeting adjourned at 1:17 p.m.

NODA Board DATE O4. 34. 30.25

	5 minutes absent		
	16 board Tylobers present 5 minbers absent		
	16 board	Revised 2/25/2025	
DBY WALKER	√		
UANE THOMPSON	\\ \I \\ \\		
ASON SHANKS	110000		
ILL SEITTER	Absent		
RANDON SCHULTZ	1,/		
HILIP SCHRAHL	γ.		
HOWARD POWELL	/		
EFF MOSS	<i>V</i>		
SARY MAY	Absent		
OTIE MALY	V		
CATHERINE LANTZ	- ' /		
SARRET JOHNSON	/		
DIXIE JOHNSON	J		
MARCI HYDE	<i>J</i>		
ASHLEY HUMPHREY	Absent		
MAX HESS	V .		
CHRIS HENDERSON	/ <i>J</i>		
KELLY FANNING	Absend		
TRAVIS DARR	J		
GEOFF COVALT	Absent		
NOEL CLONTS	√		

REPORT OF MEMBERSHIP FY 2025

5/12/2025

As of this date 96 of entities have paid their NODA dues totaling **\$101,441.60**. 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	нітснсоск	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 CON	MISSIONERS	ASSOCIATE	MEMBERS
ALF	ALFA	106 FIRE DISTRICT	LUCIEN
BLA	AINE	BEAR CREEK	MAJOR CO RWD1
GAR	FIELD	BIG 4 RURAL FD	NESCATUNGA
GR.	ANT	DALE TOWNSHIP	NOBLE CO RWD3
KA	ΑY		NOBLE CO YMCA
KING	FISHER	EAGLE CITY	OMEGA
MA	JOR	GARFIELD CO RWD4	ORION
NO	BLE	GARFIELD CO RWD5	PAWNEE RWD 7
_		GARFIELD CO RWD6	PECKHAM
AFFILIATE	MEMBER	GARFIELD CO RWD7	PIONEER-SKELETON
		HAWLEY	RANCH DRIVE
ALFALFA CO C	ONSERVATION	ISABELLA	RIVER ROAD
		KILDARE	ROCK TOWNSHIP
		KINGFISHER CO RWD3	SUMNER

^{***}partial payment made

		NODA - SFY25	FY2	5	
July	1, 2024	- March 31, 20	25	July 1, 2024 - March 31, 2025 Revenue/Expense	4
Fund		Revenue		Expense	Net Profit (Loss)
02-EDA	₩	52,500.00	₩	90,818.33	(\$38,318.33)
03-Rural Fire	ક્ક	83,250.01	()	69,032.12	\$14,217.89
04-CST	₩	1,302,629.76	₩	1,296,290.09	\$6,339.67
07-NODA	₩	273,427.23	₩	270,770.38	\$2,656.85
08-REAP-admin	₩	102,271.50	₩	39,417.40	\$62,854.10
10-Mobility Management	₩	61,261.67	₩	65,471.90	(\$4,210.23)
20-EDA RLF	s	18,195.48	₩	475.00	\$17,720.48
30-RTPO	\$	110,745.69	₩	147,943.17	(\$37,197.48)
TOTAL	\$	2,004,281.34	\$	1,980,218.39	\$24,062.95

1,626,641.13	4	23 as of 3/31/25	Total Pass-thru disbursed for FY22-FY23 as of 3/31/25	Total Pass-thr	
2,023,291.14	49	e 7/1/24-6/30/25	Total Pass-thru Revenue 7/1/24-6/30/25		
		59,794.44	2,023,291.14 \$	₩.	2025
		1,431,203.81	₩.		2024
		75,324.88	₩		2023
		60,318.00	₩		2022
					REAP pass-thru:

FY25 receivable as of 5/12/25

424,979.03

₩

Ledger	Description	R	eceivable
02-000-00-1125	EDA	\$	13,709.16
03-000-00-1120	Rural Fire	\$	5,583.33
04-000-00-1100	Logisticare	\$	10,592.00
04-000-00-1112	ODOT	\$	97,083.96
04-000-00-1114	LTCA	\$	7,534.00
04-000-00-1117	City of Perry van contract	\$	450.00
04-000-00-1119	DHS DDSD	\$	3,329.00
04-000-00-1190	RSVP	\$	1,600.00
04-000-00-1200	FAREBOX	\$	894.50
07-000-00-1115	Substate	\$	2,272.00
07-000-00-1132	CDBG	\$	1,800.00
07-000-00-1133	Planning services	\$	2,500.00
07-000-00-1139	Rental	\$	1,812.50
07-000-00-1215	CIP	\$	15,996.00
07-000-00-1300	OEDA contract	\$	6,689.60
07-000-00-1350	OEDA expenses	\$	5,242.16
07-000-00-1521	Ringwood insurance reimbursement	\$	1,661.54
08-000-00-1115	REAP planning	\$	11,363.50
08-000-00-1118	REAP Pass-thru	\$	215,900.00
10-000-00-1800	Mobility Management	\$	7,206.67
30-000-00-1100	RTPO	\$	11,759.11
	Total receivable for FY25 at 5.12.2	5 \$	424,979.03

Selected Date Range: 31/12025 thru 3/31/2025 Wire Nbr. Wire Date Vendor No Vendor Name Bank Number: 1 Bank Account: 10443128 3354 FINISH LINE FUELS, LLC -1869 3/37/2025 3354 FINISH LINE FUELS, LLC -1869 3/27/2025 3354 FINISH LINE FUELS, LLC -1866 3/27/2025 4813 PIONEER -1866 3/17/2025 3354 FINISH LINE FUELS, LLC -1866 3/17/2025 3354 FINISH LINE FUELS, LLC -1866 3/17/2025 3354 FINISH LINE FUELS, LLC -1846 3/17/2025 3354 FINISH LINE FUELS, LLC -1867 3/22/2025 3354 FINISH LINE FUELS, LLC -1868 3/31/2025 3354 FINISH LINE FUELS, LLC -1868 3/31/2025 3354 FINISH LINE FUELS, LLC -1867 3/28/2025 3354 FINISH LINE FUELS, LLC -1868 3/31/2025 3354 FINISH LINE FUELS, LLC -1867 3/28/2025 374 INTERNAL REVENUE SER				
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3/21/2025 4642 3/17/2025 4632 3/17/2025 3354 3/17/2025 3444 3/17/2025 3337 3/17/2025 4930 3/17/2025 3288		4909	VISA	\$5,313.66
3/17/2025 4632 3/17/2025 3354 3/17/2025 3444 3/17/2025 3337 3/17/2025 4930 3/17/2025 3288		4642	AMERICAN FIDELITY ASSURANCE	\$616.78
3/17/2025 3354 3/17/2025 3444 3/17/2025 3337 3/17/2025 4930 3/17/2025 3288		4632	TEXAS LIFE INSURANCE COMPANY	\$60.30
3/17/2025 3444 3/17/2025 3337 3/17/2025 4930 3/17/2025		3354	FINISH LINE FUELS, LLC	\$159.26
3/17/2025 3337 3/17/2025 4930 3/17/2025 3288		3444	CITY OF ENID	\$130.88
3/17/2025 4930 3/17/2025 3288		3337	CARD SERVICE CENTER	\$410.00
3/17/2025 3288		4930	BLUEPEAK	\$306.00
		3288	AFLAC	\$309.70
-1848 3/14/2025 3713 OKLAHOMA TAX COMMISSION		3713	OKLAHOMA TAX COMMISSION	\$1,036.00
Operator: michelle 5/12/2025 12:00:09 PM				Page 1 of 2

AP Wire Register From History (APLT74)	ter From His	story (APLT	74)		N.O.D.A
	Select	ed Date Range: 3	Selected Date Range: 3/1/2025 thru 3/31/2025		
Wire Nbr.	Wire Date	Vendor No	Vendor Name		Wire Amount
-1847	3/14/2025	3714	INTERNAL REVENUE SERVICE		\$7,270.63
-1845	3/10/2025	3354	FINISH LINE FUELS, LLC		\$214.16
-1844	3/5/2025	4909	VISA		\$330.00
-1843	3/5/2025	4633	AMERICAN FIDELITY ASSURANCE COMPANY	E COMPANY	\$291.66
-1841	3/2/2025	3354	FINISH LINE FUELS, LLC		\$14.69
-1837	3/5/2025	4882	GLOBE LIFE		\$628.78
			Bank	Bank Account Totals:	\$30,037.44
Bank Number: 2	B	Bank Account: 110	110853		
-1875	3/27/2025	4556	City of Newkirk		\$4,307.47
-1861	3/25/2025	3712	TOWN OF NORTH ENID		\$3,349.90
-1838	3/5/2025	4556	City of Newkirk		\$7,886.97
			Bank	Bank Account Totals:	\$15,544.34
				Total Wires:	\$55,785.49

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Operator: michelle Report ID: APLT74

AP Check Register From History	egister F	rom History	(APLT73)	(N.O.D.A
		Selected Date F	Range: 3/1/202	Selected Date Range: 3/1/2025 thru 3/31/2025	
	Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank Number: 1		Bank Acc	Bank Account: 10443128	58	
	8066	3/5/2025	4973	Alicia Macias	\$49.58
	8067	3/5/2025	4894	Blackwell Journal-Tribune	\$56.73
	8908	3/5/2025	3358	GARBER MUNICIPAL AUTHORITY	\$105.50
	8069	3/5/2025	3369	K & S TIRE, INC.	\$116.96
	8070	3/5/2025	4268	O'Reilly Auto Parts	\$60.52
	8071	3/5/2025	4959	OTA/ PikePass	\$116.48
	8072	3/5/2025	3490	PERRY DAILY JOURNAL	\$50.06
	8073	3/5/2025	4925	Shelly Moore	\$150.00
	8074	3/5/2025	4161	SIGNS ON A DIME	\$80.00
	8075	3/5/2025	3381	SOONER AUTO	\$30.00
	8076	3/5/2025	4877	Summit Utilities Oklahoma Inc	\$214.50
	8077	3/5/2025	3780	TIFFANY PLUNKETT	\$100.80
	8078	3/11/2025	3490	PERRY DAILY JOURNAL	\$103.89
	8079	3/11/2025	3380	RITA KROLL PETTY CASH	\$194.83
	8080	3/11/2025	4908	Verizon	\$1,868.79
,	8081	3/20/2025	4965	Blackwell Journal-Tribune	\$118.19
,	8082	3/20/2025	4955	Enid News and Eagle	\$106.59
	8083	3/20/2025	3369	K & S TIRE, INC.	\$75.98
	8084	3/20/2025	3402	MERRIFIELD'S	\$108.78
	8085	3/20/2025	3519	OPEH&W	\$4,662.60
	8086	3/20/2025	4200	Sam's Auto Repair INC.	\$50.00
	8087	3/20/2025	4925	Shelly Moore	\$150.00
Operator: michelle	lle	5/12/2025 12:00:16 PM	16 PM		Page 1 of 4

Operator: michelle Report ID: APLT73

AP Check Register From History (APLT73)	ister F	rom History	, (APLT73	()	N.O.D.A	Y:
		Selected Date F	kange: 3/1/202	Range: 3/1/2025 thru 3/31/2025		
C	Check No	Check Date	Vendor No	Vendor Name	Check Amount	unt
	8088	3/20/2025	3381	SOONER AUTO	\$4,507.75	.75
	8089	3/20/2025	4207	Southern Tire Mart	\$121.25	.25
	8090	3/20/2025	3780	TIFFANY PLUNKETT	\$151.20	.20
	8091	3/26/2025	3381	SOONER AUTO	\$272.12	.12
				Bank Ac	Bank Account Totals: \$13,623.10	<u>ا</u> و
Bank Number: 1		Bank Acc	Bank Account: 10690606	90		
	12505	3/5/2025	4594	CATHERINE LANTZ	\$77.00	80.
	12506	3/5/2025	3626	CECIL MICHAEL	\$265.59	.59
	12507	3/5/2025	4881	Chanler Cory	\$126.00	00.
	12508	3/5/2025	3363	CHRIS HENDERSON	\$88.20	.20
	12509	3/5/2025	4966	Duane Thompson - Jones	\$44.80	80
	12510	3/5/2025	4858	Kelly Fanning	00.07\$	00
	12511	3/5/2025	3360	MARCI HYDE	\$95.20	.20
	12512	3/5/2025	4582	MAX HESS	\$58.80	.80
	12513	3/5/2025	4959	OTA/ PikePass	\$29.17	1.17
	12514	3/5/2025	4318	Philip Schrahl	\$33.60	9.60
	12515	3/5/2025	4948	R.K. Black, - Lockbox	\$6,829.13	1.13
	12516	3/5/2025	4923	RK Black, Inc.	\$898.30	30
	12517	3/6/2025	4696	TOBY WALKER	\$46.20	3.20
	12518	3/11/2025	3287	ACE HARDWARE	\$25.99	66.9
	12519	3/11/2025	4808	Culligan Of Enid	\$25.00	00.9
	12520	3/11/2025	4910	Good Choice Cleaning LLC	\$1,000.00	00.0
	12521	3/11/2025	4947	GreatAmerica Financial Svcs	\$755.02	5.02
Operator: michelle		5/12/2025 12:00:16 PM	16 PM		Page 2 of 4	

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AP Check Register From History	ister F	rom History	/ (APLT73)	(N.O.D.A
		Selected Date F	Range: 3/1/202	Selected Date Range: 3/1/2025 thru 3/31/2025		
ō	Check No	Check Date	Vendor No	Vendor Name	לב	Check Amount
	12522	3/11/2025	3402	MERRIFIELD'S		\$8.45
	12523	3/11/2025	4696	TOBY WALKER		\$46.20
	12524	3/11/2025	4908	Verizon		\$704.19
	12525	3/14/2025	4901	Brock Spencer		\$279.01
	12526	3/20/2025	4930	BLUEPEAK		\$168.00
	12527	3/20/2025	4975	Isaac Smallwood		\$600.00
	12528	3/20/2025	3405	MAIL RUN		\$200.00
	12529	3/20/2025	3711	MICHELLE EMMERSON		\$870.95
	12530	3/20/2025	3519	OPEH&W		\$11,737.34
	12531	3/20/2025	4906	Select Oklahoma		\$350.00
	12532	3/20/2025	4696	TOBY WALKER		\$46.20
	12533	3/20/2025	3445	VICKI EGGERS		\$552.00
	12534	3/20/2025	3711	MICHELLE EMMERSON		\$80.00
	12535	3/20/2025	4385	Wheatland RC&D		\$100.00
	12536	3/26/2025	4696	TOBY WALKER		\$46.20
	12537	3/27/2025	3711	MICHELLE EMMERSON		\$288.74
	12544	3/28/2025	3857	OPERS		\$13,392.00
					Bank Account Totals:	\$39,937.28
Bank Number: 2		Bank Ao	Bank Account: 8005826	9		
	10417	3/5/2025	3760	TOWN OF HELENA		\$136,363.63
	10418	3/20/2025	4311	Town of Carmen		\$2,339.68
	10419	3/20/2025	3558	TOWN OF FAIRMONT		\$42,414.34
	10420	3/26/2025	3483	TOWN OF GOLTRY		\$26,000.00
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Operator: michelle Report ID: APLT73

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AP Check Register From History	From Histo	ry (APLT73)			N.O.D.A
	Selected Date	: Range: 3/1/202	Selected Date Range: 3/1/2025 thru 3/31/2025		
Check No	Check No Check Date	Vendor No	Vendor No Vendor Name		Check Amount
				Bank Account Totals:	\$207,117.65
				Total Checks:	\$260,678.03

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Operator: michelle Report ID: APLT73

NODA Revolving Loan Fund (RLF) Monthly Report April 2025

Mission:

Goal:

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

Obligated Loans Balance to Expend

Total RLFs Portfolio

Total			\$0.00
NODA RLF b	ank account		
4/1/2025	Beginning balance		\$179,905.62
	Interest		\$406.72
	Deposits		\$0.00
	Withdrawal		\$0.00
4/30/2025	Ending balance		\$180,312.34
NODA RLF funds available			\$180,312.34
CARES RLF	bank account		
4/1/2025	Beginning balance		\$68,532.45
	Interest		\$146.57
	Deposits		\$5,702.57
	Withdraw		\$3,156.86
4/30/2025	Ending balance		\$71,224.73
CARES Act Relending funds available			\$71,224.73
Less Obligated Loans			\$0.00
Total Available to Loan			\$251,537.07
Total CARES Portfolio \$543,539.83			

\$723,852.17

Active Loans

Enid Brewing Company

Loan amount: \$110,000.00

Interest Rate: 2.50% Start Date: 1/1/2021 Payment Interval: Monthly Payoff Date: 12/1/2035

Payment Amount: \$733.47

Status: Current

Due Date: 1st of month

Past Due: 10th of month

Payments Received:

Interest Principal Late Fee Payment Date \$733.47

4/1/2025 \$172.33 \$561.14

Fees Charged:

Fees Collected: Ending Balance: \$82,154.23

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:

Late Fee Payment Interest Principal Date \$887.63

\$542.42 \$345.21 4/1/2025

Fees Charged:

Fees Collected: Ending Balance: \$103,019.82

Balance Past Due: 0.00

G.R.O.W. Trucking & Services

Loan amount: \$147,000.00 Interest Rate: 2.50%

Start Date: 6/1/2022 Payment Interval: Monthly Payment Amount: \$1,385.77 Payoff Date: 5/1/2032

Status: Current Due Date: 1st of month

Past Due: 10th of month

Payments Received:

Payment Principal Late Fee Date Interest

138.58 4/11/2025

Returned Fee: 35.00

Fees Charged: \$173.58 Fees Collected: - -

Ending Balance: \$109,179.80 Balance Past Due: 1,559.35

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

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

Past Due: 10th of month

Payments Received:

<u>Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Late Fee</u>	<u>Payment</u>
4/11/2025			177.10	
		Returned Fee:	35.00	
		Fees Charged:	\$212.10	
Ending Balance:	\$79,353.78	Fees Collected:	(= (=)	
J		Balance Past Due:	1,983.19	

JJ's Quickshop

Interest Rate: 4.00% Loan amount: \$125,000.00 Start Date: 5/1/2021 Payment Interval: Monthly Payment Amount: \$924.61 Payoff Date: 4/1/2036 Status: Current

Due Date: 1st of month

Past Due: 10th of month

Payments Received:

Payment Principal Late Fee Date Interest \$924.61 593.94 4/1/2025 330.67

Fees Charged: Fees Collected: Ending Balance: \$98,607.47 Balance Past Due: 0.00

OPEN REAP Project 4/30/2025

						April		
No.	Expires En FY22	Entity	Description	Awarded	Total Expended	Expenses	Balance	De-obligate
AL22-2		Carmen	Water Tower Rehabilitation	80,172.76	80,172.76	0.00	0.00	0.00 Closed 4/21/25
	TG	Total FY22 open REAP grants	ants	\$80,172.76		\$0.00	\$0.00	
	FY23							
BL23-2	Î	Hitchcock	AMR Water Meters	99,632.25	67,483.79	0.00	32,148.46 *DEOB	*DEOB
GR23-4	W	Wakita	Water Telemetry System	63,710.00	50,578.70	0.00	13,131.30 *DEOB	*DEOB
GA23-6	4/30/2025 Waukomls	aukomis	Well Field Work	125,000.00	31,281.87	10,375.00	93,718.13	
	Tc	Total FY23 open REAP grants	ants	\$288,342.25		\$10,375.00	\$138,997.89	
	FY24							Í
KA24-1	6/30/2025 Blackwell	lackwell	WTP Lime Stakers Replacement	150,000.00	150,000.00	0.00	00.0	
GA24-1	7/8/2025 Breckinridge	reckinridge	Connection to Garber Waterline	125,000.00	67,300.00	0.00	57,700.00	
GA24-2	7/8/2025 Covington	ovington	Sewer Line Replacement	165,650.53	0.00	00:00	165,650.53	
GA24-3	7/8/2025 Fairmont	airmont	Sewer Line Replacement w/Flow Meter	99,999.00	70,069.00	17,169.40	29,930.00	
GA24-4	6/1/2025 Garber	arber	60+ AMR Water Meters & Software	111,250.00	68,735.78	36,803.00	42,514.22	
GA24-5	Ö	Garfield Co RWD #4	Water Tower Rehabilitation	75,000.00	48,936.00	0.00	26,064.00 *DEOB	*DEOB
BL24-1	4/30/2025 Greenfield	reenfield	New Sewer Lift Station	200,000.00	100,853.84	68,955.75	99,146.16	
AL24-1	7/8/2025 Helena	elena	Asphalt Overlay Streets (CDBG/REAP)	136,363.63	136,363.63	00:00	0.00	
GR24-2	1/8/2026(EP) Lamont	amont	Sewer Sprinkler Irrigation Improvements	120,600.00	0.00	0.00	120,600.00	
MA24-2		Major Co EMS	Ringwood EMS Bunkhouse	124,999.00	124,999.00	00.00	0.00	0.00 Closing Pending
MA24-3		8/1/2025 Major Co RWD #1	Water Transmission Line Relocation	150,000.00	0.00	00.00	150,000.00	
GR24-3		Manchester	South Water Tower Renovation	129,050.00	129,050.00	0.00	0.00	0.00 Closing Pending
MA24-4		Meno	Sewer Lift Station Upgrades	40,278.00	30,128.02	00.00	10,149.98 *DEOB	*DEOB
GA24-8	7/8/2025 North Enid	orth Enid	Concrete 2 Blocks Streets w/Culverts	83,470.34	81,647.75	0.00	1,822.59	*DEOB
KF24-2	6/22/2025 Okarche	karche	Underground Water Storage Tank Reno	125,000.00	00.00	00.00	125,000.00	
NB24-2		9/30/2025 Pawnee Co RWD #7	Water Line Installation	125,000.00	0.00	0.00	125,000.00	
B124-2	*	Watonga	Emergency Communication Equipment	40,000.00	00.00	0.00	40,000.00	
	Ţ	Total FY24 open REAP grants	rants	\$2,001,660.50		\$122,928.15	\$993,577.48	
	FY25							
AL25-1	1/8/2026 Aline	line	Helipad	21,600.00	0.00	0.00	21,600.00	
NO25-1	1/8/2026 Billings	illings	Broadway Street Refurfacing	190,142.58	0.00	00.00	190,142.58	
KA25-1	1/8/2026 Braman	raman	Community Center Roof	44,253.00	0.00	0.00	44,253.00	
BL25-1	1/8/2026 Canton	anton	Street Resurfacing (CDBG/REAP)	136,363.63	00.00	00.00	136,363.63	
AL25-2	1/8/2026 Cherokee	herokee	Water Waste Project	98,000.00	0.00	0.00	98,000.00	
GA25-1	1/8/2026 Douglas	ouglas	Road Resurfacing	18,670.75	0.00	00:00	18,670.75	

\$3,828,895.89

Total Open REAP Grant

* De-Obligating Funds to FY26

Economic Development Staff Reports April 2025 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 am still talking to Ms. Cindy Gaddis about printing some zoning maps to post in several places for public viewing. Burlington: I met with Marci after the board meeting regarding the comprehensive plan for the Town. We checked the areas under different land uses and the leftover agricultural land all around the Town. Carmen: We must submit the necessary paperwork to close the project, which is unavailable yet. Geary: I had another day with the utility person with the valves along the HWY 281 from the City to the Cherokee Trading Post. Along the way, we did the missing fire hydrants and valves. Hunter: I attended the public hearing for the Town of Hunter at Garfield County Court House. Ms. Lorie Legere coordinated the meeting with the county commissioners. Ms. Lara Meyer, from the Town, attended the meeting. We got all the signed papers. Kaw City: I have been working with the water system inside and outside the City, including the location of the valves and new lines that the City added after 2007. Okeene: We are still waiting for the audit (town+ Hospital) and can't submit the CIP application. Pond Creek: The Town has already submitted its Capital Improvements Planning application. Ringwood: I attended the Application Phase Public Hearing on April 1, and the paperwork is almost done; and waiting for the meeting minutes. Other: Mr. Dan Kehnemund, the Utility Supervisor, visited me for digital CIP water and sewer drawings for the Towns of Hunter and Kremlin. Mr. Duane Thompson visited me after the NODA board meeting to discuss upgrading Medford's zoning map. Attended: I attended CDBG Continuing Education Training in Oklahoma City on April 7, along with Isaac and Vicki. Webinars: I watched the ESRI Geodesign Summit for two days. Topics varied from Geodesign Tools, Digital Twins, and Community case studies. Experimenting with ArcPro Labeling I watched a video on migrating from ArcMap to ARCPro and ArcGIS online.

Payton Herron, GIS, NORTPO: During the month of April, I worked on digitizing map data from all the maps I have made in the past for the LRTP to make it interactive online. I also worked on developing a traffic study report for CED8. On the 2nd I attended the monthly RTPO meeting. There were no specific agenda items for the meeting, it was just discussion about the work the RTPOs have been doing. On the 30th, Brock and I went to Watonga to look at a possible TAP project.

Brock Spencer, NORTPO: Continued work on regional coordination and planning efforts, including updates to documents to meet federal criteria. Collaborated with Payton on visualization technology tools, particularly in relation to GIS integration for digitizing maps from the regional plan. Assisted in reviewing the Revize website layout and engaged with stakeholders to share updates and insights regarding NORTPO's new web development plans. Attended both the NORTPO Policy Board and NODA Board meetings, providing updates and sharing current initiatives, including the statewide intercity bus survey circulated by ODOT. Conducted a policy review on truck parking and rest area needs in the state, referencing both Oklahoma's Freight Plan and State Highway Strategic Plan,

and followed up with ODOT to clarify the priority level of these issues. Represented the region in the Statewide LRTP 2050 stakeholder meeting in OKC and met on-site in Watonga to support project planning for a future sidewalk project and Transportation Alternatives Program (TAP) application. Engaged in GIS training and visualization techniques at the SCAUG Conference. Mobility Management: Attended the AMM Mobility Management Conference in Oklahoma City. Collaborated on pre-assessment survey plans for the WIC grant and clarified target counties (Woodward, Harper, Dewey). Participated in the TSET Grant working group for Oklahoma Mobility Institute and related mobility management strategy discussions. Collaborated with Chanler on potential grant opportunities, and updates with other boards. Continued coordination with OMI/Ecolane regarding the new website development for transits in Oklahoma. Attended/Hosted regular "transportation chat" discussions, focused on challenges with chair lifts and wheelchair compatibility. Other: Continued data management, organization of files, monthly reports, and development of agendas, minutes, docs., and website/social media updates etc. Attended (in person): 4/3 - Creative Writing Festival; 4/7-4/8 - AMM Mobility Management; 4/9 - NW Stakeholders Transportation Chat; 4-14-4-18 - SCAUG 4/21 - OMI Board Meeting; 4/24 - NORTPO Policy Board; 4/24 - NODA Board; 4/29 -Statewide LRTP 2050 Stakeholder Meeting - OKC; 4/30 - Watonga Site Visit - TAP Sidewalk Plan Discussion. Attended (via Zoom and/or Teams): 4/10 - RPO America Meeting; 4/11 - Webinar - Survey Monkey Product Deep Dive; 4/17 - Webinar - Rural Communities, Walkability & Quality of Life; 4/22 - Enid CTMPO RFQ Selection Meeting; 4/23 - WIC Pre-Assessment Survey Coordination; 4/24 - OMI Working Group - TSET Grant Strategy. Travel: Ada; OKC (3); Dallas, TX; Watonga.

Chanler Cory, Mobility Management (Northwest Oklahoma): April has been a month of high-impact engagement and forward momentum for mobility management in Northwest Oklahoma. I had the opportunity to attend two major conferences that elevated our work and brought national attention to the progress being made in our state. The first was the inaugural Association of Mobility Managers (AOMM) Conference, held in Oklahoma City. This event marked a historic milestone, as it was the first national gathering solely focused on mobility managers. The fact that Oklahoma hosted this inaugural conference speaks volumes about the strength and innovation of our state's mobility management program. Professionals from across the country gathered to learn about building more efficient, coordinated transportation networks, and I was honored to present two sessions focused on coordination and cross-state transit collaboration. Later in the month, I traveled to San Antonio, Texas, to attend the Smart Cities Connect Conference. There, I explored the future of transportation planning through workshops and sessions on electric vehicles, AI integration, and advanced mobility technologies. These insights are helping inform how we think about rural transit innovation in Oklahoma. Despite a busy travel schedule, local progress has continued. The Northwest Oklahoma transit network remains focused on strengthening partnerships, improving funding access, and deepening community engagement. We've seen promising growth in regional collaboration, especially through the Northwest Transit Coordination Group, which welcomed new agencies and partners this month. These relationships are key to expanding services and exploring resourcesharing strategies, particularly with hospitals, nonprofits, and workforce agencies. We've also been working closely with healthcare providers to identify grant opportunities that

support patient transportation in rural communities, where access remains a critical concern. i've also made valuable funding connections with United Way of Enid. They have expressed interest in a volunteer driver program for the Enid community. Another ongoing initiative has been improving access to food pantries. Many residents face transportation barriers when trying to reach essential food resources, and I've continued working with both transit providers and food security organizations to address this gap. To continue my efforts to provide mobility management information with underserved communities, I have provided a lunch and learn for the Beaver County hospital and local clinics as well as the local stakeholders in Beaver County. There were many questions and ideas that came from the Beaver County lunch and learn that I am working on. Funding challenges remain a pressing issue - particularly in two areas: vehicle acquisition and fare assistance. Rural transit systems continue to face long delays in vehicle procurement, which limits their ability to meet growing demand. At the same time, many individuals are unable to afford transportation, and current fare assistance programs are insufficient to meet community needs. Addressing both of these challenges is essential to building a more resilient transit network. Finally, we are working to boost community awareness of available transit services. Many residents still don't know what transportation options exist or how to access them. Through outreach campaigns and direct engagement, we aim to change that by promoting ridership and educating the public. As we move forward, I remain committed to expanding strategic partnerships, advocating for improved funding, and addressing the persistent transportation barriers faced by our region's most underserved populations. As we continue these efforts, I want to remind everyone that the Northwest Community Transportation Meeting is held every month on the 2nd Wednesday from 9:00 AM to 10:00 AM. Anyone with questions or stakeholders involved in transportation across the northwest region should attend. For more information on how to join, please contact me at Chanler@noda-ok.org. Attended (in person): transit day at the capital, meeting the united way of Enid, AOMM Conference, Smart cities, connect conference, Oklahoma transit Association board meeting, beaver County luncheon learn, NORTPO policy board meeting. Attended (via Zoom and/or Teams): Kay County community meeting, Mobility management weekly meeting x3, Onboarding Committee, Monthly People and Program DHS Meeting, AOMM Prep meeting x3, SDOH learning collaborative, Oklahoma inner city bus needs assessment and public survey, new mobility managers meeting, inner-city bus providers meeting, association of mobility managers board meeting. Micronesian coalition, monthly check-in with Olivia, meeting with Tillie bronco with White Eagle transit, aging your way summit. Travel: OKC x3, Enid x5, San Antonio, TX.

Isaac Smallwood, Community Planner: REAP: Prepared and finalized closeout documentation for REAP projects, handled payment processing, and organized/scanned documents into appropriate folders. Reviewed REAP reports, submitted extension requests for expired contracts, updated contract timelines, and completed the REAP open report. Oversaw the bid opening for the town of Billing and participated in the preconstruction meeting. CDBG: Traveled to OKC for CDBG training and attended the bid opening for the city of Wakita. Drafted a CDBG sponsorship letter and worked on the floodplain map. *Attended* (in person): Attended pre-construction and bid opening for the

Town of Billings. CDBG Continuing education in OKC. *Attended* (via Zoom and/or Teams): None. *Travel*: Billings, Greenfield, Garber, OKC, Wakita.

Vicki Eggers, Director: Economic Development: Met with Okeene about possible store projects: discussed current status of EDA-AURO funding with Stacey Webb. Prepared and submitted federal financial report; prepared pay advance for our planning grant. RLF: Prepared and submitted monthly report, monthly invoices, and updated accounts' spreadsheets. JJ's Quickshop is continuing to make their monthly payments. GROW Trucking had an issue and did not get their April payments made on time, but they made arrangements with Michelle to get it taken care of. CDBG: We did not have any CDBG applications for community revitalization nor water/wastewater projects this year. Helena's CDBG-REAP project pay request was submitted; anticipate monitoring notification in May. Working with Smallwood on Canton's CDBG-REAP environmental review. OEDA: Working with OEDA staff on Tyrone's CDBG-REAP environmental review documents. Waiting on the county commissioner to start Keyes' project which expires May 14. Woodward Co./Mutual project: submitted monitoring documents to ODOC. Freedom's project: construction started in April but due to payroll log issues, the employee interviews won't be completed until May. REAP: NODA: Answered questions from Smallwood on REAP documents, questions from contractors, towns, engineers, etc. OEDA: Worked with OEDA staff on questions, documentation needs, etc. Other: Worked with RK Black on laptop issues and OneScreen issues. Gathered staff reports for board meeting packet. Prepared and sent out agenda and packets for NODA board meeting. Attended (in person): Select Oklahoma meeting and AI workshop; OARC legislative breakfast and meeting; CDBG Continuing Ed. training; NODA board meeting; Kay Co. Mayors Roundtable; TSET Healthy Incentive Grant Program update. Attended (via Zoom and/or TEAMS): Call with IMPLAN; All In for Oklahoma Call (ODOC); Select Oklahoma Membership 101 training; Call with Canton Fire Chief (with Isaac Smallwood and Cecil Michael). Webinars: Tips from a Small Business Attorney to Make and Save Money (NFIB); Leadership in Times of Rapid Change (IEDC); Current State of Tariffs and Trade: A Small Business Perspective (NFIB); Housing Update from Washington (NCTEDD); Overview of New Funding Opportunities (TSET); Tariffs 101 and the Latest Updates (NFIB): Using Mobility Metric: A data-Driven Workshop for Local Leaders (Urban Institute); Ready, Set, Respond: A Disaster Preparedness Workshop (OSBDC); Mechanics of Portfolio Management (RLF CoP).

NORTPO/Transportation Planning: Various discussions with Brock Spencer and Payton Herron on maps, data, plans, agenda items, meetings, etc. *Attended* (in person): NORTPO policy board meeting. *Attended* (via Zoom and/or TEAMS): RTPO meeting. *All Travel*: Edmond; Guthrie; Oklahoma City (2).

WIC Community Innovation and Outreach ("CIAO") Grant

United States Department of Agriculture (USDA) Federal Award Identification Number: 238DC000M2003 Passthrough Entity: Food Research & Action Center (FRAC) CFDA NO: 10.557

Subawardee: HUNGER FREE OKLAHOMA
AND

Subcontractor: NORTHERN OKLAHOMA DEVELOPMENT AUTHORITY

SUBCONTRACT AWARD FOR

Addressing Transportation as a barrier to WIC enrollment and participation

This Contract is entered into between <u>Hunger Free Oklahoma</u> and Northern Oklahoma Development Authority (NODA), hereinafter called the Subcontractor, for the purpose of <u>Addressing transportation</u> as a barrier to WIC enrollment and participation, providing coordinated, enhanced transportation services in a select number of counties, and participating in program evaluation and reporting with the FRAC WIC CIAO Project Team.

The Subcontractor shall, except as may be otherwise specifically provided for herein provide labor as required for this Contract.

SECTION 1: PURPOSE OF THE CONTRACT

- A. Hunger Free Oklahoma hereby engages and retains the Contractor as an independent contractor to identify and negotiate transportation services for WIC participants in select counties as well as conducting outreach, providing education and offering assistance in identifying transportation services across Northern Oklahoma Regional Transportation Planning Organizations 16 counties. The purpose of this Contract is to establish terms and conditions required for the performance of said services.
- B. The Subcontractor will make all necessary investigations and perform transportation planning activities in compliance with applicable federal law. All work shall conform to current State and Federal policies and standards, as modified by Hunger Free Oklahoma.
- C. The Subcontractor will be responsible for
 - a. Addressing transportation as a barrier to WIC enrollment and participation
 - i. Assist Hunger Free Oklahoma in the development and distribution of transportation messaging for OKWIC.org and print materials
 - ii. Assist Hunger Free Oklahoma in local-level outreach to promote the project, such as social service clinics, County Health Departments, and Indian Tribal Organization (ITO) WIC Clinics (as applicable)
 - b. Promoting and providing transportation solutions across NORTPO's region.
 - c. Providing enhanced transportation solutions in at least three priority counties
 - i. The initially selected counties are Woodward, Harper, and Dewey.

- Cimarron, Woods, Alfalfa, and Ellis can be added later on at the discretion of NODA, should they choose to do so.
- ii. Identify and implement transportation solutions to WIC appointments and grocery stores (for WIC participants only). Trips are limited to **two trips to grocery stores per participant** per month to their nearest WIC Vendor grocery store in Oklahoma plus WIC clinic/service appointments as needed.
- iii. Enhanced transportation solutions include facilitated rides or reimbursement for rides to WIC appointments and grocery store trips. Eligibility will be self-verified by the ride requestor (as approved verification level needed by the FRAC WIC CIAO Project Team).
- iv. The Subcontractor shall provide timely services to the designated customer population and maintain a high standard of customer service
- d. Hunger Free Oklahoma will work with the Oklahoma Department of Transportation's Office of Planning and Mobility Management to develop a Smartsheet contact tracking and intake system.
 - i. A link to the contact intake form will be housed on the OKWIC.org website
 - ii. The link will also be available on print outreach materials which can be distributed in the selected intervention counties.
- e. Participating in program evaluation and reporting as required by the FRAC WIC CIAO Project Team.
 - Reports must be submitted monthly along with the billing invoice and include the number of rides provided/reimbursed, total miles reimbursed, and any testimonials collected. It is also useful to provide participant feedback, challenges encountered, and recommendations for adjustments.
- f. All services authorized by this Contract or modifications to this Contract and as further specifically defined by the Scope of Work in accordance with Exhibit "A," Attachment A1 and all Attachments thereto subsequently approved by Hunger Free Oklahoma are to be provided under the explicit terms and conditions of this contract.

SECTION 2: GENERAL PERFORMANCE REQUIREMENTS

The Subcontractor agrees to fulfill the requirements outlined in the Scope of Work and Workplan under this contract. The Subcontractor shall provide timely services to the designated customer population and maintain a high standard of customer service as mentioned in Section 1.C.b.

SECTION 3: TIME FOR PERFORMANCE

Time is considered of the essence in the performance of the services required by this Contract and defined in the Scope of Work. The Subcontractor will be prepared to commence work upon receiving a Notice to Proceed from Hunger Free Oklahoma and to complete all functions in accordance with the schedule and delivery requirements outlined in each Task Order Approval and the specifications included as part of Exhibit "A" Attachment A1.

SECTION 4: COMPENSATION

- A. The total compensation due to the Subcontractor for services under this Contract will be **\$180,955.23** as detailed in Exhibit A, Attachment G.
- B. The budget period is May ____, 2025 to December 31, 2026.
- C. The Subcontractor agrees to provide the services defined by this document and to be compensated for such services defined by the terms of this Contract as follows:
 - a. Hunger Free Oklahoma will compensate NODA on a monthly reimbursement basis. An invoice and monthly report will be required to initiate reimbursement. The invoice will be submitted via Microsoft Forms.

SECTION 5: METHOD OF PAYMENT

The Subcontractor will provide supporting information and a monthly invoice.

- A. NODA shall submit an invoice to Hunger Free Oklahoma on a monthly basis no later than the 14th day of each month for all expenses incurred during the prior month. Each invoice must include a description of expenses, clearly categorized to align with the approved budget categories.
- B. The Sub-Contractor is required to retain all supporting and source documentation related to the invoiced expenses. These records must be made available to Hunger Free Oklahoma upon request.
- C. In no case will the Subcontractor invoice Hunger Free Oklahoma any amount which exceeds the approved reimbursement for services unless a change modification is approved.
- D. Hunger Free Oklahoma under this Contract shall make payment to the Subcontractor after approval of a properly prepared invoice and/or claim.
- E. Upon completion of audit of project records a final invoice shall be prepared and Subcontractor shall receive final payment subject to any necessary audit adjustments. Interim payment invoices shall be signed by a Corporate Officer or Principal which shall without other certification be sufficient. Signatures may be by electronic means if allowed by Hunger Free Oklahoma procedures.
- F. The certification form contained in Exhibit A, Attachment F shall be completed and submitted at the time the final invoice is submitted to Hunger Free Oklahoma for payment.

Hunger Free Oklahoma has established that, when criteria for payments are met, 20 calendar days is a reasonable time to make payment. The 20-calendar day period for Subcontractor work and services provided will commence on the date the Subcontractor receives payment from Hunger Free Oklahoma for the work.

SECTION 6: CHANGES AND MODIFICATIONS

The terms of this Contract may be modified by written amendment if Hunger Free Oklahoma determines that there is a significant change in 1) the scope, complexity, or character of work related to this contract, or 2) the schedule for performing the work, or 3) the compensation due the Subcontractor.

If Hunger Free Oklahoma requests, in writing, revisions in the character or scope of the work or modifications to work completed under this Contract a Supplemental Agreement to this Contract shall be negotiated and approved in writing prior to the Subcontractor performing the changed work.

If Hunger Free Oklahoma finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of work or character of work under this contract, the Subcontractor will make such revisions if requested and as directed by if Hunger Free Oklahoma. Such changes will be authorized under an approved Supplemental Agreement to this Contract, or by issuance of a Supplemental Task Order.

Charges for extra work performed or materials furnished will not be invoiced or included in a claim by the Subcontractor until execution of the Supplemental Agreement to this Contract encompassing such extra work or services.

Changes or modifications will not be binding unless and until approved and executed in writing by both parties in accordance with this Section.

SECTION 7: MUTUAL AGREEMENTS

Hunger Free Oklahoma and the Subcontractor mutually agree:

- That the services to be performed by the Subcontractor shall include and encompass those services identified in Exhibit "A", Attachment A1, Scope of Work, which is attached hereto and incorporated herewith.
- The Subcontractor shall make no statements or publish any materials regarding any investigations into any party on behalf of Hunger Free Oklahoma without prior written authorization from Hunger Free Oklahoma. The Subcontractor shall refer all questions regarding this Contract and the work defined herein to Hunger Free Oklahoma.
- That in the event Hunger Free Oklahoma orders in writing any major revision in the character or scope of design work after a substantial amount of work has been completed, a supplemental agreement shall be negotiated prior to the Subcontractor performing the additional work in accordance with Section 6.

SECTION 8: EMPLOYMENT OF FORMER Hunger Free Oklahoma – ETHICS Title 74 OS §85.42 provides that the Subcontractor may employ on a full time or part time basis any person, who has terminated employment with or who has been terminated by Hunger Free Oklahoma , who participated in the development or Subcontractor selection for this Contract for one (1) year after the termination date of the employee

from Hunger Free Oklahoma. For any violation of this Section, Hunger Free Oklahoma, at its sole discretion, shall have the right to terminate this Contract and/or any approved Task Order without liability.

The Subcontractor will familiarize itself with the rules and regulations promulgated by the Oklahoma Ethics Commission (Oklahoma Administrative Code Title 257, Chapters 20 and 23). Any violation of these regulations by the Subcontractor will be grounds for immediate termination of this Contract and without further compensation from Hunger Free Oklahoma. Any violation of this provision by an employee of Hunger Free Oklahoma shall immediately be reported, in writing, by the Subcontractor to Hunger Free Oklahoma.

SECTION 9: ADVERSE OR PECUNIARY INTEREST

The Subcontractor, principals, suppliers, licensees or agents of the Subcontractor and their employees that possess ownership interests will be bound by the provisions of Title 69 O.S. § 310 and all other State and Federal laws and statutes relating to adverse or pecuniary interests or conflicts of interest.

SECTION 10: GOVERNING LAWS AND REGULATIONS

This Contract shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission. Venue for any action to construe or have enforced any provision of this Contract shall be in the District Court of Oklahoma County, State of Oklahoma.

SECTION 11: DISPUTE RESOLUTION

The parties hereto have entered into this Contract in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to filing court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this Contract shall be Oklahoma County, State of Oklahoma. Each party shall bear any costs and attorney fees incurred by that party in such litigation.

SECTION 12: TERMINATION AND DEFAULT

Upon written notice to the Subcontractor, Hunger Free Oklahoma may terminate all or any part of this contract, at any time, without fault on the part of the Subcontractor. At the discretion of Hunger Free Oklahoma, all or any of the work of the Subcontractor may be abandoned or indefinitely postponed. Under any of these conditions, the Subcontractor will be paid for work completed and should this Contract be terminated in whole or in part, the Subcontractor's compensation will be adjusted to reflect such termination. When appropriate, the fee shall be re-computed for the reduced scope of work in the same manner used for determining the original Contract fee.

This Contract may be terminated by any of the following conditions:

- A. By mutual agreement and consent in writing of both parties. By Hunger Free Oklahoma by written notice to the Subcontractor as a consequence of failure by the Subcontractor to perform the services set forth herein in a satisfactory manner.
- B. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- C. By Hunger Free Oklahoma for reasons of its own and not subject to the mutual consent of the Subcontractor upon five (5) days written notice to the Subcontractor.

Should Hunger Free Oklahoma terminate this Contract as herein provided, no compensation other than compensation earned at the time of termination plus reasonable costs to bring work to a logical conclusion shall thereafter be paid to the Subcontractor. The Subcontractor will not initiate new work after receipt of notice of termination. In determining the value of work performed by the Subcontractor prior to termination, Hunger Free Oklahoma shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at the time of termination.

The Subcontractor shall be paid for actual hours worked and expenses incurred. Under no circumstances shall the Subcontractor be compensated an amount greater than the not to exceed amount.

Should Hunger Free Oklahoma terminate this Contract or under paragraph 12.2.4 above, the amount charged during the five (5) day notice period will not exceed one-sixth (1/6) of the amount charged during the preceding thirty (30) days.

If the Subcontractor defaults in the performance of the Contract or if Hunger Free Oklahoma terminates this Contract for fault on the part of the Subcontractor, Hunger Free Oklahoma at its sole discretion to give consideration to the actual costs incurred by the Subcontractor in performing the work to date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to Hunger Free Oklahoma, the cost to Hunger Free Oklahoma of employing others to complete the work required and the time required to do so, and other factors which affect the value to Hunger Free Oklahoma of the work performed at the time of default.

The determination of the Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of Hunger Free Oklahoma and the Subcontractor under this contract, except the obligations set forth in this Section 12: Termination and Default. If the termination of this Contract is due to the failure of the Subcontractor to fulfill its obligations under this contract, Hunger Free Oklahoma at its sole discretion may complete the work using its own forces or the services of others.

The Subcontractor will be responsible for the settlement of all contractual and administrative issues arising out of any procurement or sub-contract made by the

Subcontractor under this contract.

SECTION 13: INDEMNIFICATION

The intent of this Contract is for Hunger Free Oklahoma to acquire the professional services of a Subcontractor to perform the services called for in this Contract for the project or projects described. The services are to be performed in accordance with tenable and established practices and Hunger Free Oklahoma 's standard requirements. The standard of care for tenable and established practices shall be the care and skill ordinarily used by members of the same profession currently practicing under similar circumstances. Hunger Free Oklahoma reserves the right, but does not commit itself, to review the work of the Subcontractor for errors, omissions and work which is contrary to standards or tenable practice and to provide the Subcontractor with its findings. It is specifically agreed that a review of the work by Hunger Free Oklahoma, if any, does not relieve the Subcontractor of its responsibility as a professional Subcontractor to prepare and provide Hunger Free Oklahoma with services performed in accordance with accepted standards and tenable principles. In no event shall Subcontractor assume Hunger Free Oklahoma will review Subcontractor's work for errors or omissions, but rather Subcontractor shall assume that the work called for under this Contract will not be reviewed and will provide Hunger Free Oklahoma with documents are in all respects ready for use in the project or such other use as may be set forth in this contract.

That the Subcontractor will be held responsible for the accuracy of details and any unit, quantity or other computations related to the work to be performed and will hold and save Hunger Free Oklahoma harmless from any and all claims for damage or causes of action resulting from plan errors or omissions which amount to professional negligence on the part of the Subcontractor or its Sub-Subcontractors. The Subcontractor will be held responsible for any mistakes or omissions in the work of the Subcontractor which appear during the final review, if any, by Hunger Free Oklahoma. The Subcontractor will be required to do any work necessary to correct the mistakes or omissions in the work, including submitting computations to support said corrections without additional compensation. The Subcontractor shall be given timely written notice and the opportunity to correct any errors or omissions in documents. Professional negligence shall be defined as failure to conform with accepted standards to include the exercise of reasonable care and professional skill in the preparation of plans, the performance of related services and the conduct of work.

SECTION 14: INSURANCE

During the performance of the professional services under this Contract, the Subcontractor shall maintain policies of insurance in the minimum amount as set forth herein:

• General Liability Insurance with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00) per occurrence for damages arising out of bodily injury, death, and property damage and with an aggregate limit of Two Million Dollars (\$2,000,000.00). Said insurance policy is to protect the Subcontractor against claims and suits in law or equity, alleging negligence on the part of said Subcontractor and demands for compensation for damages to either persons or property.

- Automobile Liability Insurance with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00) for each accident.
- Worker's Compensation Insurance in accordance with the statutory requirements of the State of Oklahoma.
- Professional Liability Insurance with limits of One Million Dollars (\$1,000,000.00) with the insurance to remain in effect for two (2) years after acceptance of the project by Hunger Free Oklahoma and that provides prior acts coverage back to and including the date of this Contract.

The Subcontractor shall furnish Hunger Free Oklahoma certificates of insurance showing that the Subcontractor is carrying insurance in the specified amounts. Said certificates shall further provide that the insurer will not cancel said insurance without the insurer first giving Hunger Free Oklahoma ten (10) days written notice of cancellation. The Subcontractor's certificate of insurance evidencing all required coverage shall be furnished to Hunger Free Oklahoma with the Subcontractor's execution of this Contract.

The Subcontractor shall not cause any insurance policy to be canceled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation of insurance until notice has been mailed to Hunger Free Oklahoma , stating the date when such cancellation shall be effective, which date shall not be less than ten (10) days after such notice.

SECTION 15: □ACCESS TO RECORDS AND AUDIT REQUIREMENT

The Subcontractor and its Sub-Subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the Contract period and for three (3) years from the date of final payment under the contract, for inspection by Hunger Free Oklahoma , representatives of Hunger Free Oklahoma , and if requested, to the State Auditor and Inspector, the USDA, FRAC, the Comptroller General of the United States, or any other authorized representative of the Federal or State governments.

The Subcontractor shall provide an audit of its indirect cost rate (overhead rate plus benefits and taxes, also identified as the labor additive rate) established by a cognizant agency or a qualified independent CPA which has been performed in accordance with cost principles contained in 48 Code of Federal Regulations. Hunger Free Oklahoma retains the right to examine the CPA's work papers of Subcontractor's indirect cost rate audit.

An audited Federal Acquisition Regulation (FAR) indirect cost rate and related information must be submitted by the Subcontractor to Hunger Free Oklahoma for review and acceptance no later than ninety days following the end of the previous calendar year. A provisional overhead rate may be used until such a time that an annual overhead rate is audited and established. In the event the Subcontractor is unable to provide the audit report within the time frame specified, the Subcontractor shall submit

a written request for an extension citing the reason for the delay. Submittal of the Subcontractor's annual indirect cost rate audit will be documented in the Subcontractor's contract evaluation.

SECTION 16: 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 Contract shall be in writing and shall be deemed to have been properly given or sent:

If intended for Hunger Free Oklahoma mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to Hunger Free Oklahoma at:

Hunger Free Oklahoma 907 S Detroit Ave #600 Tulsa, OK 74120

If intended for Subcontractor, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the Subcontractor at:

Northern Oklahoma Development Authority Northern Oklahoma Development Authority 2901 N. Van Buren Enid, OK 73703

SECTION 17: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Subcontractor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Statute § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – "Nondiscrimination in federally assisted programs of the Hunger Free Oklahoma – effectuation of Title VI of the Civil Rights Act of 1964" (See Attachment C3).

SECTION 18: BINDING EFFECT

This Contract shall be binding upon and inure to the benefit of Hunger Free Oklahoma and the Subcontractor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma Law.

SECTION 19: SEVERABILITY

This Contract shall be construed in conformance with the Constitution and Laws of the State of Oklahoma. The provisions of this agreement shall be considered as several. In the event that any provision of the agreement is determined, by a court of competent jurisdiction, to be contrary to the Constitution or laws of the State of Oklahoma, such finding shall not invalidate the remaining provisions of this agreement if the same shall permit completion of the work set forth in this contract. The venue for any action to construe or have enforced any provision of this agreement shall be in the District Court of Washita County, State of Oklahoma.

SECTION 20: FRAUD AND FALSE STATEMENTS

That Subcontractor understands that, if the project which is subject of this Contract is financed in whole or in part by federally furnished funds, that if the undersigned, the company that Subcontractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report, or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation as a material fact in any statement, certificate, or report, Subcontractor and the company that Subcontractor represents may be subject to prosecution under the provisions of 18 U.S.C.S. § 1001, §1020.

SECTION 21: CONFLICT OF INTEREST

That the Subcontractor understands that the Subcontractor's staff may represent or act as a Subcontractor for any person, company or association in any action, cause or forum where the claim of that person, company or association is contrary to the interest of Hunger Free Oklahoma. All such actions shall be considered conflicts of interest and shall be deemed as default under the terms of this contract. For any violation of this section, Hunger Free Oklahoma, at its sole discretion, shall have the right to terminate this Contract without liability as provided in Section 12 and may withhold future contracts from the Subcontractor.

SECTION 22: EFFECTIVE DATE/CONTRACT PERIOD

This Contract becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. This Contract may also be extended beyond the requirements of the work by means of a Supplemental Contract mutually agreeable to by all parties.

SECTION 23: COUNTERPARTS

This Contract may be executed in counterparts, including by means of facsimile or electronic signature pages, any of which need not contain the signature of more than one party and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

NORTHERN OKLAHOMA DEVELOPMENT AUTHORITY:

Executive Director Date Printed Name

Northern Oklahoma Development Authority 2901 N. Van Buren Enid, OK 73703

Federal Tax ID Number:

Hunger Free Oklahoma

CEO	Date	Printed Name	
Address			
Federal Tax ID Number:			

<u>EXHIBIT A</u> <u>ATTACHMENT A1</u> HUNGER FREE OKLAHOMA SCOPE OF WORK

NODA will:

- A. Address transportation as a barrier to WIC enrollment and participation.
 - a. Assist Hunger Free Oklahoma in the development and distribution of transportation messaging f for OKWIC.org and print materials
 - i. Assist Hunger Free Oklahoma in local-level outreach to promote the project, such as social service clinics, County Health Departments, and Indian Tribal Organization (ITO) WIC Clinics (as applicable)
 - b. Promoting and providing transportation solutions across NORTPO's region.
 - c. Providing enhanced transportation solutions in at least three priority counties
 - The initially selected counties are Woodward, Harper, and Dewey. Cimarron, Woods, Alfalfa, and Ellis can be added later on at the discretion of NODA, should they choose to do so.
 - ii. Identify and implement transportation solutions to WIC appointments and grocery stores (for WIC participants only). Trips are limited to two trips to grocery stores per participant per month to their nearest WIC Vendor grocery store in Oklahoma plus WIC clinic/service appointments as needed.
 - iii. Enhanced transportation solutions include facilitated rides or reimbursement for rides to WIC appointments and grocery store trips. Eligibility will be self-verified by the ride requestor (as approved verification level needed by the FRAC WIC CIAO Project Team).
 - iv. The Subcontractor shall provide timely services to the designated customer population and maintain a high standard of customer service.
 - d. Hunger Free Oklahoma will work with the Oklahoma Department of Transportation's Office of Planning and Mobility Management to develop a Smartsheet contact tracking and intake system.
 - A link to the contact intake form will be housed on the OKWIC.org website
 - ii. The link will also be available on print outreach materials which can be distributed in the selected intervention counties.
 - e. Participating in program evaluation and reporting as required by the FRAC WIC CIAO Project Team.
 - Reports must be submitted **monthly** along with the billing invoice and include the number of rides provided/reimbursed, total miles reimbursed, and any testimonials collected. It is also useful to provide participant feedback, challenges encountered, and recommendations for adjustments.
 - f. Hunger Free Oklahoma will:
- B. Coordinate and facilitate regular project meetings and trainings with the frequency to be mutually determined by NODA and Hunger Free Oklahoma.
 - a. Coordinate and facilitate regular project meetings to ensure alignment on goals, activities, and timelines.
 - b. Include a project overview and WIC overview in a recorded training session to

share with partners.

- C. Submit timely and accurate reports to the Food Research & Action Center (FRAC) on project progress, including key performance indicators, updates on activities, and barriers encountered.
- D. Develop and distribute participant surveys to gather insights on project outcomes and participant experiences.
- E. Conduct process evaluations to identify areas for improvement and guide project adjustments.
- F. Provide analysis and summaries of survey findings and process evaluation results to inform project strategies.
- G. Facilitate the development of a comprehensive report on how the project enhanced mobility management efforts. The goal of this report is to showcase how our unique project played out, including the successes and barriers.
- H. Develop transportation messaging for new websites and print materials.
- I. Hunger Free Oklahoma working with the Oklahoma Department of Transportation's Office of Planning and Planning, Mobility Management contact developed aa Smartsheet contact tracking system. A link to the contact form will be housed on the OKWIC.org website.
- J. Organize local level outreach to promote the project.

EXHIBIT A ATTACHMENT AZ

Scope of Work (continued): Original Hunger Free Oklahoma Workplan submitted with grant application to FRAC – Filtered by transportation components

Goal	Activities	Milestones/Indicators	Start Date	End Date
	Quarter 1 (January - Mai	l (January - March 2025) - Start-Up Period		
Goal 1: Reduce disparities in program delivery in rural areas	Identify counties for transportation enhancements and execute contracts with partners	Counties for transportation enhancements identified.	01/06/25	02/28/25
Goal 1: Reduce disparities in program delivery in rural areas	Identify counties for transportation enhancements and execute contracts with partners	Contracts with two Councils of Government executed.	01/06/25	02/28/25
Goal 1: Reduce disparities in program delivery in rural areas	Develop the transportation feature on the website	Transportation website feature with referrals to Mobility Management Program created.	02/15/25	03/31/25
	Quarter 2 (April - June 20	rter 2 (April - June 2025) - Implementation Period		
Goal 1: Reduce disparities in program delivery in rural areas	Continuing developing and refining the transportation feature on the website, Transportation provided to WIC applicants and participants in select counties.	Transportation feature updated based on feedback; increased website usage recorded. Rides provided or reimbursed for WIC applicants and participants in select counties.	04/01/25	06/30/25
Goal 1: Reduce disparities in program delivery in rural areas	Implement findings from the pre-survey to adjust transportation strategies	Adjustments to transportation strategies based on survey feedback; improved transportation access in identified counties.	04/15/25	06/30/25
	Quarter 3 (July - September	Quarter 3 (July - September 2025) - Implementation Period		
Goal 1: Reduce Disparities in Program Delivery in Rural Areas	Continue monitoring and refining transportation strategies based on ongoing feedback	Ongoing feedback collected; further adjustments made to transportation strategies; improvements in transportation access observed.	07/01/25	09/30/25

09/30/25	12/31/25	11/30/25	12/31/25	12/31/25		03/31/26	03/31/26
08/01/25	10/01/25	11/01/25	11/01/25	12/01/25		01/01/26	02/01/26
otions to additional Additional counties identified and added to the transportation program; transportation solutions implemented in these counties.	Continuous feedback collected; further adjustments made to transportation strategies; measurable improvements in transportation	Mid-project evaluation meeting held; progress and outcomes reviewed; action items and adjustments identified for the next phase.	Additional counties identified and added to the transportation program; transportation solutions implemented in these counties.	Adjustments to transportation strategies implemented based on mid-project evaluation; increased transportation access and utilization in targeted counties.	r 5 (January - March 2026) - Implementation Period	Ongoing feedback collected and analyzed; further adjustments made to transportation strategies; improvements in transportation access recorded.	Initial discussions and planning sessions held with key partners; potential funding sources and partnership commitments identified; draft ideas for sustaining transportation strategies outlined.
Expand transportation options to additional counties based on previous success		Conduct mid-project process evaluation meeting with key partners	Expand transportation options to additional counties based on utilization of funds and adjacent county needs.	Implement findings from the mid-project process evaluation to refine transportation strategies	Quarter 5 (January - March	Continue monitoring and refining transportation strategies based on ongoing feedback	
Goal 1: Reduce Disparities in Program Delivery in Rural Areas	Goal 1: Reduce Disparities in Program Delivery in Rural Areas	Goal 1: Reduce Disparities in Program Delivery in Rural Areas	Goal 1: Reduce Disparities in Program Delivery in Rural Areas	Goal 1: Reduce Disparities in Program Delivery in Rural Areas		Goal 1: Reduce Disparities in Program Delivery in Rural Areas	Goal 1: Reduce Disparities in Program Delivery in Rural Areas

Quarter 6 (April - June 2026) - Implementation Period

06/30/26	06/30/26	THE PARTY NAMED IN	09/30/26	09/30/26	09/30/26		12/31/26	12/31/26
04/01/26	05/01/26		07/01/26	07/01/26	08/01/26		10/01/26	10/01/26
Barriers identified through partner feedback and data analysis; strategies developed and implemented to overcome these barriers; improvement in transportation access observed.	Key impacts of the project on mobility management identified; initial report content outlined; contributions to social services uplift documented.	r 7 (July - September 2026) - Implementation Period	Outline of the report developed; key content areas drafted; initial findings shared with key partners for feedback.	Continuous feedback collected; transportation strategies further adjusted; improvements in transportation access sustained.	Evaluation plan developed; process evaluation conducted with key partners; feedback collected and used to refine ongoing strategies.	ter 8 (October - December 2026) - Close-Out Period	Report finalized and reviewed; findings shared with key partners and stakeholders; report disseminated to relevant organizations.	Final review and closure of contracts with transportation partners; completion of all transportation-related activities; final financial and progress reports submitted.
Identify and address barriers to accessing free transportation to WIC clinics	Identify how this project uplifted mobility management and begin developing a report	Quarter 7 (July - September	Draft the report on how the project has uplifted mobility management	Continue monitoring and refining transportation strategies based on ongoing feedback	Conduct a process evaluation (#2) with partners	Quarter 8 (October - Decem	Finalize the report on how the project has uplifted mobility management and its impact on social services	Final review and closure of contracts with transportation partners; completion of all transportation-related activities; final financial and progress reports submitted.
Goal 1: Reduce Disparities in Program Delivery in Rural Areas	Goal 1: Reduce Disparities in Program Delivery in Rural Areas		Goal 1: Reduce Disparities in Program Delivery in Rural Areas	Goal 1: Reduce Disparities in Program Delivery in Rural Areas	Goal 2: Increase Awareness of WIC Enrollment Options		Goal 1: Reduce Disparities in Program Delivery in Rural Areas	Goal 1: Reduce Disparities in Program Delivery in Rural Areas

Reporting Requirements:

The FRAC WIC CIAO Project team will provide Hunger Free Oklahoma with guidance on standard evaluation activities for this innovative component of the project. This will include reporting on reach measures such as but not limited to the number of rides provided to WIC applicants and participants. Hunger Free Oklahoma is responsible for quarterly reporting to the FRAC team and will ensure necessary progress reporting data is acquired from subcontractors prior to these deadlines.

EXHIBIT A ATTACHMENT B1

NORTHERN OKLAHOMA DEVELOPMENT AUTHORITY (NODA) SUBCONTRACTOR KEY PERSONNEL

Name, Telephone Number, Fax, Cell Phone Number and E-Mail Address	Performance Characteristics (Job Description)
Brock Spencer, 580-798-0500, Brock@noda-ok.org	Director of Transportation, Oversee implementation of the project, provide guidance and support.
Chanler Cory, Chanler@noda-ok.org 580-599-0915	Mobility Manager, Implement the project.
Michelle Emmerson, michelle@noda-oeda.org, 580-823-7639	Accountant, Review and process invoices.

<u>EXHIBIT A ATTACHMENT C1</u> CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Prospective Participant, <u>Northern Oklahoma Development Authority</u>. (Subcontractor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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 any federal agency, a member of Congress, 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 contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

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 federal 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 contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report lobbying", in accordance with its instructions.

The Subcontractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 the 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, US 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 failure.

EXHIBIT A ATTACHMENT C2 CERTIFICATION OF ELIGIBILITY

<u>Northern Oklahoma Development Authority</u> (Subcontractor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, states:

That he or she is the Subcontractor or fully authorized agent of the Subcontractor in this project which involves federal funding and has full knowledge and authority to make this certification.

That, except as noted below, or

or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; and
- does not have a proposed debarment pending; and
- has not had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and
- has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

(<u>IF NONE</u>, <u>SO STATE BY ENTERING WORD NONE on the space below</u>). For any exception noted, indicate on the reverse side of this page to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Subcontractor			

EXHIBIT A

<u>ATTACHMENT C3</u> TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 ASSURANCES

Northern Oklahoma Development Authority, (hereinafter referred to as the Subcontractor) HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the Hunger Free Oklahoma, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- assisted Programs of Hunger Free Oklahoma; Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives to the end that, in accordance with the Act, regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, national origin, disability, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subcontractor receives Federal financial assistance from Hunger Free Oklahoma, including the Federal Highway Administration; and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Subsection 21.7(a) (1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance, the Subcontractor hereby gives the following specific assurances with respect to its USDA Program:

- That the Subcontractor agrees that each "program" and each "facility," as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.
- That the Subcontractor shall insert the following notification in all solicitations for bids for work or materials subject to the regulations made in connection with the Federal-aid Highway Program and, in adapted form, in all proposals for negotiated agreements:
 - "in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Hunger Free Oklahoma, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of Hunger Free Oklahoma, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, national origin, religion, disability, or income status in consideration for an award."
- That the Subcontractor shall insert the clauses of Exhibit A of this assurance in every contract subject to the Act and the Regulations.
- That the clauses of Exhibit A of this assurance shall be included, as a covenant

running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Subcontractor by Hunger Free Oklahoma under USDA Program is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants in the Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subcontractor.

<u>EXHIBIT A</u> <u>ATTACHMENT C4</u> <u>DRUG FREE WORKPLACE</u>

The Subcontractor, NODA, certifies that they will continue to provide a drug free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

Establishing an ongoing drug free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The Subcontractor's policy of maintaining a drug free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs;
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- Making it a requirement that each employee that will be engaged in the performance of the project be given a copy of the statement required by this section;

As a condition of employment under the project, the employee will;

Abide by the terms of the statement, and;

Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

Notifying Hunger Free Oklahoma in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the USDA has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected project.

Taking action within thirty (30) calendar days of receiving notice with respect to any employee who is so convicted.

Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973; as amended, or;

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; Making a good faith effort to continue to maintain a drug free workplace in accordance with applicable federal and state laws.

<u>EXHIBIT A</u> <u>ATTACHMENT D</u>

OKLAHOMA NORTHERN OKLAHOMA DEVELOPMENT AUTHORITY (NODA) STATUTORY CERTIFICATION

, hereby certifies under the laws of the United States and the State of Oklahoma, states:
(S)he is the duly authorized agent of <u>Northern Oklahoma Development Authority.</u> , (Subcontractor) under the Contract, which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;
(S)he is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract;
Neither the Subcontractor nor anyone subject to the Subcontractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached;
That the Subcontractor has registered and fully participates in the Status Verification system, as required by Title 25 O.S. \S 1313(B)(1), to verify the work eligibility status of all new employees of the Subcontractor; and
The Subcontractor further certifies that no person who has been involved in any manner in the development of that Contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said Contract.
If this Contract is for professional services and if the final product is a written proposal, report, or study, the Subcontractor further certifies that (s)he has not previously provided the state agency with a final product that is a substantial duplication of the final product of the proposed Contract.
Signature Date
Printed Name and Title

<u>EXHIBIT A</u> ATTACHMENT <u>E</u>

CERTIFICATE OF FINAL INDIRECT COSTS

I, the undersigned representative of <u>Northern Oklahoma Development Authority</u>. (Subcontractor), certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period specified below and to the best of my knowledge and belief:

All costs included in this proposal to establish final indirect costs rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), part 31.

This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Fiscal Period Covered:	(mm/dd/yyyy to mm/dd/yyyy)
Signature	Date
Printed Name and Title	

<u>EXHIBIT A</u> ATTACHMENT F

FINAL INVOICE CERTIFICATION

I certify that all services documented by this invoice and for which payment is claimed were billed to Hunger Free Oklahoma for hours actually expended by Subcontractor's staff members at the contractually specified rates for such staff members. I further certify the overhead rate as charged to this Contract has been audited by a certified public accounting firm, accepted by Hunger Free Oklahoma, and has been properly applied to services provided under this Contract.

I understand that if the project which is subject of this Contract is financed in whole or in part by federally furnished funds, that if I, the company that I represent, or any employee or agent thereof, knowingly make any false statement, representation, report, or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality of work performed or to be performed, or make any false statement or representation as a material fact in any statement, certificate, or report, I and the company that I represent may be subject to prosecution under the provisions of 18 U.S.C. Section 1001 and 1020.

Task Order Number:	
Signature	Date
Printed Name and Title	

EXHIBIT A ATTACHMENT G Budget

				YEAR 1	R 1	YEAR 2	R 2	
Line Item				Startup Period, Year 1 (Jan-Mar 2025)	Implementation, Year 1 (Apr-Dec 2025)	Startup Period, Implementation, Implementation, Closeout Year 1 (Jan-Mar Year 1 (Apr-Dec Year 2 (Jan-Sept Period, Year 2 2025) 2025) (Oct-Dec 2026)	Closeout Period, Year 2 (Oct-Dec 2026)*	TOTAL
Staffing	Position Name	% of time	Baseline salary					
	Mobility Manager Chanler Cory	20%	\$47,320.00	\$2,366.00	\$7,098.00	\$7,098.00	\$2,366.00	\$18,928.00
Staffing Total				\$2,366.00	\$7,098.00	\$7,098.00	\$2,366.00	\$18,928.00
Fringe Benefits	RATE	31%		\$733.46	\$2,200.38	\$2,200.38	\$733.46	\$5,867.68
Personnel Total				\$3,099.46	\$9,298.38	\$9,298.38	\$3,099.46	\$24,795.68
Travel				\$0.00	\$349.40	\$349.41	\$0.00	\$698.81
Direct Costs Total				\$3,099.46	\$9,647.78	\$9,647.79	\$3,099.46	\$25,494.49
Indirect Costs	RATE	24%		\$743.87	\$2,315.47	\$2,315.47	\$743.87	\$6,118.68
Partner Regrant Mileage Reimbursement	Trip Costs			\$0.00	\$74,671.03	\$74,671.03		\$0.00 \$149,342.06
TOTAL				\$3,843.33	\$86,634.28	\$86,634.29		\$3,843.33 \$180,955.23