ONE TRANSIT

Connecting You to What Matters

BOARD OF DIRECTORS MEETING AGENDA

Special Meeting

Wednesday, October 21, 2026

2:30 P.M.

Arts District Parking Garage
431 West Main Street, Suite B

Large Conference Room
Oklahoma City, OK 73102

DIRECTORS:

City of Edmond	Dr. David Chapman
City of Edmond	DeShawn Heusel
City of Norman	Marion Hutchison, Vice Chairperson
City of Norman	Chuck Thompson, Secretary
City of Oklahoma City	Brad Henry, Chairperson
City of Oklahoma City	Aaron Curry, Treasurer
City of Oklahoma City	Elaine Lyons

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BOARD OF DIRECTORS MEETING AGENDA

MEETING INFORMATION

The Regional Transportation Authority of Central Oklahoma, DBA ONE Transit, typically meets once a month. The meetings are held on the third Wednesday of the month at the Arts District Parking Garage, Large Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, at 2:30 p.m. Notices of or changes to meeting dates and locations are posted prior to the meeting at www.onetransit.org, and filed with the Secretary of State.

It is the policy of ONE Transit to ensure communication with participants and members of the public with disabilities is as effective as communications with others. Anyone with a disability who requires accommodation, modifications of policies or procedures or auxiliary aid or services to participate in this meeting should call (405) 297-1359 at least 48 hours in advance (excluding weekends or holidays). The department will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability. If you need an alternate format of the agenda or any information provided at this meeting, please call (405) 297-1359 at least 48 hours before the meeting.

Public Parking

Parking for the meeting is available in the Arts District Parking Garage, 431 West Main Street, or at metered parking on the street.

Addressing ONE Transit

The public may address ONE Transit during public hearings on any agenda item or at the end of the meeting when the Board Chairperson asks for public comments. You may sign up to speak at the meeting. **Please limit your comments to three minutes.** Prior to the meeting, you may submit your comments by e-mail to: board@onetransit.org. Please address your e-mail to the ONE Transit Board Chairperson.

The Chairperson or presiding officer may in his or her discretion prohibit a person from addressing ONE Transit, or have any person removed from the meeting, if that person commits any disorderly or disruptive behavior. Disorderly conduct includes, but is not limited to, any of the following: speaking without being recognized by the Chairperson or presiding officer; continuing to speak after notice that the speaker's allotted time has expired; presenting comments or material not relevant to the item under discussion; failing to comply with the lawful instructions of the Chairperson or presiding officer; engaging in

other conduct, activity or speech that delays, pursuant to 21 O.S. §280, disruptive conduct includes any conduct that is "violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others". A person may also be subject to arrest and removal from the building for violation of Oklahoma City Municipal Code 2020, § 30-81 - Disorderly conduct and/or violation of Okla. Stat. tit. 21, §280- Willfully Disturbing, Interfering with or Disrupting State Business, Agency Operations or Employees.

ONE Transit Actions

ONE Transit may adopt, amend, approve, ratify, deny, defer, recommend, strike or continue any agenda item. ONE Transit is not limited by staff recommendations as to the actions it may take. When more information is needed, ONE Transit may refer matters to the Executive Director, General Counsel, committees, or independent consultants for additional information and study. Items may be stricken from the agenda, or no action may be taken.

To confirm meeting dates or for more information about ONE Transit, call (405) 297-1359; or visit the website at www.onetransit.org

ONE TRANSIT
Connecting You to What Matters

BOARD OF DIRECTORS MEETING AGENDA

October 21, 2026

2:30 p.m.

431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK

SPECIAL MEETING

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1. Call to Order – Brad Henry, ONE Transit Board Chairperson
2. Roll Call – Brad Henry, ONE Transit Board Chairperson
3. Consider Approval of Minutes
    A. September 16, 2026 ONE Transit Special Meeting
4. Outreach Advisory Group Report – Armando Reyes, Public Affairs Manager
5. Executive Director Report – Suzanne Wickenkamp, Director of Strategic Initiatives
6. Receive Financial Reports and Ratify and Approve Claims
    A. Period of September 1, 2026, through September 30, 2026
7. Consider adopting a resolution waiving formal competitive bidding under Section 3.5 of the Regional Transportation Authority of Central Oklahoma Procurement Procedures and consider approving the Professional Services Agreement with DB E.C.O. North America Inc. for a one-year period ending October 20, 2027, cost not to exceed $65,000.
8. Consider adopting a resolution waiving formal competitive bidding under Section 3.5 of the Regional Transportation Authority of Central Oklahoma Procurement Procedures and consider approving the Professional Services Agreement with DJM2 Consultancy LLC for a one-year period ending October 20, 2027, cost not to exceed $50,000.
9. Consider adopting a resolution waiving formal competitive bidding under Section 3.5 of the Regional Transportation Authority of Central Oklahoma Procurement Procedures and consider approving the Professional Services Agreement with RailPros Field Services, Inc. for a one-year period ending October 20, 2027, cost not to exceed $50,000.

10. Consider approving travel expenses and ratifying conference registration, hotel, and flight expenses previously incurred for the ONE Transit Legal Counsel staff to attend the 2026 Passenger Rail Law Workshop in Washington, D.C.; costs not to exceed $3,200.

11. Consider approving a resolution authorizing travel for ONE Transit Directors and Staff to attend the American Public Transportation Association Transit Ballot Initiatives Workshop in Nashville, Tennessee; costs not to exceed $4,000 per person.

12. Consider approving a resolution authorizing travel for ONE Transit Interim Executive Director to attend the Commuter Rail Coalition 2026 Commuter Rail Summit in Fort Worth, Texas; costs not to exceed $3,000.

13. Public Comments – Brad Henry, ONE Transit Board Chairperson

14. Adjournment

ONE TRANSIT
Connecting You to What Matters

BOARD OF DIRECTORS MEETING MINUTES

The special meeting of the Regional Transportation Authority (RTA), DBA as ONE Transit was convened at 2:46 p.m. on Wednesday, September 16, 2026, at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on September 14, 2026, at 9:41 a.m.

ONE Transit Board of Directors Present	Entity
Brad Henry, Chairperson	City of Oklahoma City
Marion Hutchison, Vice Chairperson	City of Norman
Aaron Curry, Treasurer	City of Oklahoma City
Elaine Lyons	City of Oklahoma City

ONE Transit Board of Directors Absent	Entity
Chuck Thompson, Secretary	City of Norman
DeShawn Heusel	City of Edmond
David Chapman	City of Edmond

Administrative Support Staff Present

Jonathan Garcia, Legal Counsel

Suzanne Wickenkamp, Director of Strategic Initiatives

Christina Tran, Administrative Specialist

Armando Reyes, Public Affairs Manager

ONE TRANSIT
Connecting You to What Matters

BOARD OF DIRECTORS MEETING MINUTES

September 16, 2026

2:30 p.m.

431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK

SPECIAL MEETING

---

1. Call to Order – Brad Henry, RTA Board Chairperson

   Chairperson Henry called the meeting to order at 2:46 p.m.

2. Roll Call – Brad Henry, RTA Board Chairperson

   Quorum Present: HENRY, HUTCHISON, CURRY, LYONS

   Absent: HEUSEL, CHAPMAN, THOMPSON

3. Consider Approval of Minutes

   A. August 19, 2026 ONE Transit Special Meeting

   APPROVED: MOVED BY CURRY, SECOND BY HUTCHISON

   AYES: HENRY, HUTCHISON, CURRY, LYONS

   ABSENT: HEUSEL, CHAPMAN, THOMPSON

4. Outreach Advisory Group Report – Marion Hutchison, Vice Chairperson

   - Stakeholder Outreach – Greater OKC Chamber State of the Region, Edmond Tips Club, and ULI Advisory Board
   - Reviewed prior month's media coverage.
   - ONE Transit will have a booth for education and outreach at the 2026 Asian Night Market Festival, October 2-3. Public Education Materials are available in English, Vietnamese, and Spanish.

5. Executive Director Report – Suzanne Wickenkamp, Director of Strategic Initiatives

   - Kimley-Horn has started their Program Management work, which includes creating an implementation framework, support readiness for entering the federal funding program, and sequencing projects
   - Continuing work on the financial model with consultant PFM.
   - ONE Transit staff met with FTA Region VI team to provide updates.
   - Upcoming Technical Tour to visit Rio Metro's Rail Runner system in New Mexico 9/21 to 9/23.

- Provided onboarding for ONE Transit's new Director Elaine Lyons.
- Annual Audit with AGH is likely to begin next month.

6. Receive Financial Reports and Ratify and Approve Claims

   A. Period of August 1, 2026, through August 31, 2026

   RECEIVED, RATIFIED, AND APPROVED: MOVED BY CURRY, SECOND BY LYONS
   AYES: HENRY, HUTCHISON, CURRY, LYONS
   ABSENT: HEUSEL, CHAPMAN, THOMPSON

7. Public Comments – Brad Henry, ONE Transit Board Chairperson

   Taylor Wilson – Welcomed new Director Elaine Lyons to the team. Good report outs, asked for more transparency on the financials at the board meetings.
   Larry Hopper – Welcomed new Director Elaine Lyons and glad to see South OKC represented. Echoed Tayor Wilson's comments about more discussions at the board meetings to inform the public about ONE Transit business.

8. New Business – Brad Henry, ONE Transit Board Chairperson
   Non-action items that were not known or reasonably foreseen at the time of the posting of the agenda. This may include requests for future agenda items.

   New Business Agenda Item removed from Special Meeting Agendas.

9. Adjournment – 3:07 p.m.

   APPROVED: MOVED BY CURRY, SECOND BY HUTCHISON
   AYES: HENRY, HUTCHISON, CURRY, LYONS
   ABSENT: HEUSEL, CHAPMAN, THOMPSON

APPROVED by the Directors and SIGNED by the Chairperson of the Regional Transportation Authority of Central Oklahoma, DBA ONE Transit this 21st day of October 2026.

ATTEST:

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA OFFICIAL SEAL OKLAHOMA

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA, DBA ONE Transit

Chuck R. Thompson, Secretary

Brad Henry, Chairperson

ONE TRANSIT

Agenda Item No.

Payment Claims

Period: 9/1/2026-9/30/2026

Date	Vendor	Description	Invoice No.	Cost	Total
10/12/2026	Cardinal	Professional Services- July 2026	3809	$ 3,850.00	$ 3,850.00
8/31/2026	Koch Comm	Public Relations	INV-4013	$ 21,058.75	
		Public Relations	INV-4072	$ 16,200.00	$ 37,258.75
10/1/2026	PCI Municipal Services	Parking Fees - September 2026	531163	$ 12.00	$ 12.00
9/19/2026	AlphaVu	Transit Research	2397	$ 17,250.00	$ 17,250.00
8/31/2026	Affirm	Professional Services	INV-4731	$ 11,002.50	
		Professional Services	INV-4783	$ 6,044.32	$ 17,046.82
9/28/2026	Kaplan Kirsch	Legal Services	68839	$ 2,860.00	$ 2,860.00
10/1/2026	COTPA	Admin Services Fee: September 2026	2027-103	$ 22,636.00	
		Reimbursement for Printing: September 2026	2027-103	$ 23.25	$ 22,659.25
8/31/2026	Kimley Horn	Program Management - Task Order No. 1			
		Professional Services- 8/1/26-8/31/26	297068001-0826	$ 1,265.00	
		Professional Services- 9/1/26-9/30/26	297068001-0926	$ 29,325.00	$ 30,590.00
10/8/2026	BNSF	Preliminary Engineering	90308630	$ 4,715.80	$ 4,715.80
10/6/2026	David Chapman	Travel Reimbursement, Albuquerque, NM, 9/21/26-9/23/26		$ 112.40	$ 112.40
10/6/2026	Jason Ferbrache	Travel Reimbursement, Chicago, IL, 10/4/26-10/6/26		$ 341.32	$ 341.32
9/27/2026	Armando Reyes	Marketing Supply Reimbursement- transportation luggage		$ 148.71	
		Marketing Supply Reimbursement- nameplates		$ 40.23	$ 188.94
10/6/2026	Christina Tran	Travel Reimbursement, Chicago, IL, 10/4/26-10/6/26		$ 467.00	$ 467.00
10/6/2026	Suzanne Wickenkamp	Travel Reimbursement, Albuquerque, NM, 9/21/26-9/23/26		$ 196.54	
		Travel Reimbursement, Chicago, IL, 10/4/26-10/6/26		$ 190.73	$ 387.27
9/30/2026	*DC Bar	Registration, Washington D.C., 11/15/26-11/18/26, J Garcia	pcard	$ 775.00	$ 775.00
9/24/2026	*Graphic Innovations	Marketing, Blade Lite Banner Stands	pcard	$ 730.00	
		Marketing, Canopy	pcard	$ 1,704.00	$ 2,434.00
9/25/2026	*IMAGENation Promotional Group	Marketing, Tumblers	pcard	$ 890.67	
		Marketing, Lanyards	pcard	$ 1,022.58	$ 1,913.25
10/4/2026	*Lou Malrati's Pizzeria	ONE Transit Executive Committee and Staff Working Lunch	pcard	$ 232.58	$ 232.58
9/29/2026	*QuickPrint	Marketing, APTA Printouts	pcard	$ 97.15	
		Marketing, Asian Night Printouts	pcard	$ 1,173.39	$ 1,270.54
9/18/2026	*Walker Companies	Marketing, Nametags	pcard	$ 41.25	
		Marketing, APTA Backdrop	pcard	$ 939.50	$ 980.75
9/30/2026	*American Airlines	Travel, Washington D.C., 11/15/26-11/18/26, J Garcia	pcard	$ 599.40	$ 599.40
9/30/2026	*Arlo Washington	Lodging, Washington D.C., 11/15/26-11/18/26, J Garcia	pcard	$ 1,302.49	$ 1,302.49
9/23/2026	*Curio Collection by Hilton	Lodging, Albuquerque, NM 9/21/26-9/23/26, S. Wickenkamp	pcard	$ 565.80	
		Lodging, Albuquerque, NM 9/21/26-9/23/26, S. Wickenkamp	pcard	$ 6.46	
		Lodging, Albuquerque, NM 9/21/26-9/23/26, D. Huesel	pcard	$ 565.80	
		Lodging, Albuquerque, NM 9/21/26-9/23/26, J. Chapman	pcard	$ 583.46	$ 1,721.52
10/6/2026	*Hyatt Centric	Lodging, Chicago, IL 10/4/26-10/6/26, M. Hutchison	pcard	$ 1,133.42	
		Lodging, Chicago, IL 10/4/26-10/6/26, C. Tran	pcard	$ 1,150.22	
		Lodging, Chicago, IL 10/4/26-10/6/26, A. Curry	pcard	$ 1,133.42	
		Lodging, Chicago, IL 10/4/26-10/6/26, D. Heusel	pcard	$ 1,150.22	
		Lodging, Chicago, IL 10/4/26-10/6/26, L. Rosen	pcard	$ 1,150.22	
		Lodging, Chicago, IL 10/4/26-10/6/26, S. Wickenkamp	pcard	$ 1,150.22	$ 6,867.72
		Total Claims			**$ 155,836.80**

APPROVED by the Regional Transportation Authority of Central Oklahoma, and **SIGNED** by the Treasurer and Chairman on this 21st day of October, 2026.

TREASURER:

Aaron Curry, Treasurer

ATTEST:

Chuck R. Thompson, Secretary

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA OFFICIAL SEAL

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA, DBA ONE TRANSIT

Brad Henry, Chairperson

INVOICE

600 Massachusetts Avenue, NW
Suite 250
Washington, DC 20001
202-240-2857

INVOICE #3809
DATE: October 12, 2026

FOR:
Professional Services – September 2026

ONE Transit
2000 South May
Oklahoma City, Oklahoma 73108

DESCRIPTION OF PROFESSIONAL SERVICES	HOURS	RATE	AMOUNT
Professional Services – September 2026 Please see attached activity report.			$
Sherry Little	0.5	$550.00	$275.00
Auke Mahar-Piersma (CIG House report language activities)	1.0	$550.00	$550.00
Auke Mahar-Piersma (House T&I Committee Build America 250 Act markup activities)	0.0	$550.00	$0.00
Jamie Harrell	5.5	$550.00	$3,025.00
TOTAL DUE			$3,850.00

Make all checks payable to Cardinal Infrastructure LLC. Thank you for your business!

kochcomm

INVOICE

REMIT TO:
Koch Comm
PO Box 21228, Dept. #310
Tulsa, OK 74121

ONE Transit
2000 S May Ave
Oklahoma City, OK 73108
United States of America
Attn:

Invoice Number:	INV-4013
Invoice Date:	8/31/2026
Due Date:	9/15/2026
Terms:	Net 15
PO Number:	2027-010

Public Engagement (FY '27)	**$12,000.00**
Public Education Digital Support	**$3,000.00**
Public Education Materials	**$6,058.75**

Invoice Subtotal	$21,058.75
Invoice Total	**$21,058.75**
Less Applied Payments	$0.00
Amount Due	**$21,058.75**

daring collaborators
strategic guides

kochcomm

INVOICE

REMIT TO:
Koch Comm
PO Box 21228, Dept. #310
Tulsa, OK 74121

ONE Transit
2000 S May Ave
Oklahoma City, OK 73108
United States of America
Attn:

Invoice Number:	INV-4072
Invoice Date:	9/30/2026
Due Date:	10/15/2026
Terms:	Net 15
PO Number:	2027-010

Public Education (FY '27)	$12,000.00
Public Education Materials	$1,200.00
Public Education Digital Support	$3,000.00

Invoice Subtotal	$16,200.00
Invoice Total	$16,200.00
Less Applied Payments	$0.00
Amount Due	$16,200.00

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strategic guides

COTPA

INVOICE #531163

$12.00

Due 10/15/2026

Status: Sent

INVOICE TO

REGIONAL TRANSPORTATION AUTHORITY - RTA (TE)
christina.hankins@okc.gov
405-297-2484 2000 S MAY
OKLAHOMA CITY, OK
73108

LOCATION

Arts District Garage

431 W Main Street
Oklahoma City, OK
73102

REMITTANCE ADDRESS

COTPA-Parking c/o Municipal Services PO Box 2404
Oklahoma City , OK
73101

INVOICE DETAILS

Invoice date **10/01/2026**
Due date **10/15/2026**

Charges summary

Description	Rate	Qty	Amount
September Validation Billing	$2.40	5	**$12.00**

Parking	**$12.00**
Sales tax / Surcharges	**$0.00**
Fees	**$0.00**
Total current charges	**$12.00**

Total due **$12.00**

REMIT TO

COTPA - Parking c/o Municipal Services
COTPA-Parking c/o Municipal Services PO Box 2404
Oklahoma City , OK 73101

Account	**REGIONAL TRANSPORTATION AUTHORITY - RTA (TE)**
Location	**Arts District Garage**
Invoice	**#531163**
Total due	**$12.00**

Note: Please make checks payable to COTPA - Parking c/o Municipal Services. If you have any question about your invoice, please contact OKC Admin at okcadmin@municipalparking.com or by phone at 405-297-2551.

Parklync · Invoice #531163 · Generated 10/01/2026

PO Box 4884
Baltimore, MD 21211 USA
2024506541
scott@alphavu.com
www.alphavu.com

BILL TO
Christina Hankins
Regional Transportation Authority
of Central Oklahoma
2000 South May Avenue
Oklahoma City, Oklahoma
73108

INVOICE # 2397
DATE 09/19/2026
DUE DATE 10/19/2026
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
DataVu Platform SAAS DataVu Public Opinion Analytics Platform/Services August 18 - September 17, 2025	1	9,250.00	9,250.00
Consulting Direct Expense - Subcontractor Alan Wulkan	1	8,000.00	8,000.00

BALANCE DUE **$17,250.00**

262.650.9900
affirmagency.com
N28W23050 Roundy Drive
Suite 100
Pewaukee, WI 53072

RTA of Central Oklahoma dba ONE Transit
Armando Reyes
2000 S. May Ave.
Oklahoma City, OK 73108

Invoice # **INV-4731**
Invoice Date **8/31/2026**

Project Management 16.25 hrs	$2,193.75
Public Information & Engagement Famework Process Design & Development 26.5 hrs	$3,577.50
Digital Marketing & Communications (Social, Blog, Newsletter) 19.75 hrs	$2,666.25
Website Redesign .25 hrs	$33.75
AI Renderings - final 8.0 hrs	$1,080.00
Step & Repeat & Stationery Package 10.75 hrs	$1,451.25
Invoice Total	$11,002.50
Amount Due	$11,002.50

Make checks payable to AFFIRM Agency
Due upon receipt

AFFIRM℠

262.650.9900
info@affirmagency.com
affirmagency.com

N28W23050 Roundy Drive
Suite 102
Pewaukee, WI 53072

RTA of Central Oklahoma dba ONE Transit
Armando Reyes
2000 S. May Ave.
Oklahoma City, OK 73108

Invoice # **INV-4783**
Invoice Date **9/30/2026**

Project Management 11.25 hrs.	$1,518.75
Public Information & Engagement Famework Process Design & Development 20.75 hrs Translation Expense $306.82	$3,108.07
Social Media Management, Blog & Newsletter Development 2.5 hrs.	$337.50
Website Redesign .75 hrs.	$101.25
Step & Repeat & Stationery Package 7.25 hrs.	$978.75
Invoice Total	$6,044.32
Amount Due	$6,044.32

Make checks payable to AFFIRM Agency
Due upon receipt

KAPLAN KIRSCH

New York • Washington, DC • Denver • San Francisco
kaplankirsch.com

Tax ID 05-0573472
Invoice No. 68839
Client/Matter No. 1532-01

September 28, 2026

Via E-mail: jason.ferbrache@okc.gov;
cc: christina.tran@okc.gov
Jason Ferbrache
ONE Transit
2000 S May Ave
Oklahoma City, OK 73108

Re: Statement for Legal Services, Establishment of Regional Transit System - 1532-01

Dear Jason,

Enclosed please find our August 2026 statement for fees and expenses for services rendered on behalf of ONE Transit.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Ayelet Hirschkorn

SUMMARY

Timekeepers

AH	5.20	550.00	$2,860.00
Totals	5.20		$2,860.00

Total Fees	$2,860.00
Total Expenses	$0.00
TOTAL CHARGES THIS PERIOD	**$2,860.00**
Previous Balance Owing	$0.00
TOTAL DUE NOW	$2,860.00

Invoice Aging					
0-30 Days	31-60 Days	61-90 Days	91-120 Days	121+ Days	Total Due
$2,860.00	$0.00	$0.00	$0.00	$0.00	$2,860.00

Invoices more than 30 days old are considered overdue and may be subject to interest charges.

Payments via ACH are welcome!
Recipient: Kaplan Kirsch LLP
BOK Financial: Routing #102000607, Account #3140121

Please remit payments by check to:
Kaplan Kirsch LLP
1675 Broadway, Suite 2300
Denver, CO 80202
For Questions, call 303.825.7000

EMBARK | CENTRAL OKLAHOMA TRANSPORTATION & PARKING AUTHORITY

REMIT PAYMENT TO:
EMBARK - Accts Receivable
2000 S. May | Oklahoma City, OK 73108
embarkok@okc.gov

Bill To: **ONE Transit**
Address: 2000 S May Avenue
Oklahoma City, OK 73108

Invoice #: 2027-103
Invoice Date: 10/1/2026

Invoice For: *Administrative Services*

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - September 2026	1	$22,636.00		$22,636.00
1	September Printing Job #s: 126045, 124634, 124635, 124469	1	$23.25		$23.25

NOTES: RTA PO # 2027-003, PO #2027-001

Invoice Subtotal	**$22,659.25**
Tax Rate	
Sales Tax	**$0.00**
Other	
Deposit Received	
TOTAL	**$22,659.25**

Make all checks payable to EMBARK

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:

Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number:	2073089159554
ABA#:	121000248

Include invoice # in memo line
Please email ACH payment details to payments@kimley-horn.com for proper payment application

ONE TRANSIT
2000 S. MAY AVE.
, OK 73108

Federal Tax Id: 56-0885615
For Services Rendered through Aug 31, 2026

Invoice Amount: $1,265.00

Invoice No:	297068001-0826
Invoice Date:	Aug 31, 2026
Project No:	297068001
Project Name:	ONE TRANSIT - TO 001
Project Manager:	HORTON, MATT
Client Reference:	UNKNOWN 2027-011

HOURLY NOT TO EXCEED

KH Ref # 297068001.3-36990402

Project Summary

Contract Value	360,686.00
Previous Billings	0.00
Current Invoice	1,265.00
Remaining Contract Value	359,421.00

Description	Current Amount Due
LABOR	1,265.00
EXPENSES	0.00
Subtotal	**1,265.00**
Total HOURLY NOT TO EXCEED	**1,265.00**

Total Invoice: $1,265.00

If you have questions, please contact Tony Morgan at 619-272-7114 or Anthony.Morgan@kimley-horn.com

82ASM

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:

Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number:	2073089159554
ABA#:	121000248

Include invoice # in memo line
Please email ACH payment details to payments@kimley-horn.com for proper payment application

ONE TRANSIT
2000 S. MAY AVE.
OKLAHOMA CITY, OK 73108

Federal Tax Id: 56-0885615
For Services Rendered through Sep 30, 2026

Invoice Amount: $29,325.00

Invoice No:	297068001-0926
Invoice Date:	Sep 30, 2026
Project No:	297068001
Project Name:	ONE TRANSIT - TO 001
Project Manager:	HORTON, MATT
Client Reference:	UNKNOWN 2027-011

HOURLY NOT TO EXCEED

KH Ref # 297068001.3-37226227

Project Summary

Contract Value	360,686.00
Previous Billings	1,265.00
Current Invoice	29,325.00
Remaining Contract Value	330,096.00

Description	Current Amount Due
LABOR	29,325.00
EXPENSES	0.00
Subtotal	**29,325.00**
Total HOURLY NOT TO EXCEED	**29,325.00**

Total Invoice: $29,325.00

If you have questions or concerns regarding this invoice, please call Michelle Sotta at 469-249-9759

61MNS

BNSF RAILWAY

INVOICE

CUSTOMER NUMBER : 1011660
INVOICE NUMBER : 90308630
AMOUNT :$4,715.80
DATE :10/08/2026

MAKE CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

FOR FURTHER INFORMATION:
EVA GALLEGOS

EVA.GALLEGOS@BNSF.COM

REGIONAL TRANSPORTATION
AUTHORITY OF
CENTRAL OKLAHOMA
2000 S MAY AVE
OKLAHOMA CITY OK 73108
USA

BNSF TIN NO.41-6034000

CONTRACT NO: SA7002424

TO PAY BY WIRE/ACH:
BANK: NORTHERN TRUST-CHICAGO IL
SWIFT # CNORUS 44
BANK ABA # 071000152
BNSF ACCOUNT # 31099171

If paying by wire/ACH, please send the remit detail to cashapps@bnsf.com

** PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT **

MONTHS ACCOUNTS : 10/2026
SERVICE FROM : 05/01/2026
SERVICE TO : 09/30/2026

PRELIMINARY ENGINEERING DESIGN FOR THE OKLAHOMA RTA TO EXPAND RAIL SERVICE FROM EDMOND TO NORMAN, OK.
L/S 7400, MP 370 TO 402, DOT # 012120A

100% BILLABLE TO REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

WBS 7-0024-24

PARTIAL #17

Total Costs:	$4,715.80
Billable Pct :	100.00 %
Invoice Total :	$4,715.80

Order Summary

Order placed September 27, 2026 Order # 114-1122172-6088215

Ship to

Armando Reyes
1424 HIGHLAND PARK BLVD APT 3120
OKLAHOMA CITY, OK 73114-1452
United States

Payment method

Prime Visa •••• 3894

View related transactions

Order Summary

Item(s) Subtotal:	$136.90
Shipping & Handling:	$0.00
Total before tax:	$136.90
Estimated tax to be collected:	$11.81
Grand Total:	**$148.71**

Delivered September 28

Your package was left in the mail room.



Gothamite 42-inch Rolling Duffle Bag with Wheels Oversized Luggage Bag Hockey XL Duffle Bag With Rollers Heavy Duty

Sold by: Gothamite ®

Return or replace items: Eligible through October 28, 2026

$136.90

Back to top

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Order Summary

Order placed September 6, 2026 Order # 114-7018569-1382654

Ship to

Armando Reyes
ATTN ONE TRANSIT 2000 S MAY AVE
OKLAHOMA CITY, OK 73108-4447
United States

Payment method

Prime Visa •••• 3894

View related transactions

Order Summary

Item(s) Subtotal:	$38.99
Shipping & Handling:	$0.00
Promotion applied::	-$1.95
Total before tax:	$37.04
Estimated tax to be collected:	$3.19
Grand Total:	**$40.23**

Delivered September 11



Azar 112760 8.5-Inch Width by 2.5-Inch Height Horizontal Nameplate Acrylic Sign Holder, 10-Pack
Sold by: AZAR
Supplied by: Other
Return window closed on October 11, 2026
$38.99

Back to top

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Receipt

Reference Number	74741631
Registered At	9/30/26, 5:08 PM

Registrant Details

Full Name	Email Address	Total Charge
Jonathan Garcia	jonathan.garcia@okc.gov (mailto:jonathan.garcia@okc.gov)	$775.00

Selections

Selection	Quantity	Unit Price	Total
Attendee	1	$775.00	$775.00
		Total	**$775.00**

Billed To

Company	RTA
Full Name	Jonathan Garcia
Line 1	2913 SE 24th St
Line 2	2913 SE 24th St
City	Oklahoma City
State/Province/County	OK
Zip/Postal Code	73160
Country	United States
Email Address	jonathan.garcia@okc.gov (mailto:jonathan.garcia@okc.gov)

Transactions

Date	Transaction Type	Amount
September 30, 2026	Order Amount	$775.00
September 30, 2026	Online Visa Payment (1959)	-$775.00
	Balance Due	**$0.00**

Event management software powered by Swoogo (https://swoogo.events)

Graphic Innovations, LLC

15811 W National Ave
New Berlin, WI 53151 US
+14147274646
accounting@graphicinno.com

Graphic Innovations

INVOICE

BILL TO
Armando Reyes
One Transit

SHIP TO
Armando Reyes
One Transit

INVOICE	N4418
DATE	09/24/2026
TERMS	Net 30
DUE DATE	10/24/2026

PO NUMBER
Banner Stands

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Blade Lite Banner Stands - Downtown & System Plan	2	365.00	730.00

Ways to pay

View and pay

SUBTOTAL	730.00
TAX	0.00
TOTAL	730.00
BALANCE DUE	**$730.00**

Payment receipt

You paid $730.00

to Graphic Innovations, LLC on 9/28/2026

Invoice no.	N4418
Invoice amount	$730.00
Total	**$730.00**

Status	Paid
Payment method	VISA****1959
Authorization ID	19AI8FIU1U9Y

Thank you

Graphic Innovations

Graphic Innovations, LLC

+14147274646

https://graphicinno.com | accounting@graphicinno.com
15811 W National Ave, New Berlin, WI 53151

No additional transfer fees or taxes apply.

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Graphic Innovations, LLC

15811 W National Ave
New Berlin, WI 53151 US
+14147274646
accounting@graphicinno.com

Graphic Innovations

INVOICE

BILL TO
Armando Reyes
One Transit

SHIP TO
Armando Reyes
One Transit

INVOICE	N4408
DATE	09/21/2026
TERMS	Net 30
DUE DATE	10/21/2026

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	10x10 Printed canopy tent with hardware and carrying bag.	1	1,450.00	1,450.00
	4 Tent corner weights	1	90.00	90.00
	UPS Ground	1	164.00	164.00

Ways to pay

View and pay

SUBTOTAL	1,704.00
TAX	0.00
TOTAL	1,704.00
BALANCE DUE	**$1,704.00**

Payment receipt

You paid $1,704.00

to Graphic Innovations, LLC on 9/22/2026

Invoice no.	N4408
Invoice amount	$1,704.00
Total	**$1,704.00**

Status	Paid
Payment method	VISA****1959
Authorization ID	10AI005UBD2Y

Thank you



Graphic Innovations, LLC

+14147274646

https://graphicinno.com | accounting@graphicinno.com
15811 W National Ave, New Berlin, WI 53151

No additional transfer fees or taxes apply.

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INVOICE

IPGI: IMAGENation Promotional Group, Inc.

2720 North May Avenue
Oklahoma City, OK 73107
Office (405)917-5766
Fax (405)948-4405
Email: clientservices@myIPGI.com

INVOICE #: 2611219
INVOICE DATE: 09/25/2026
ACCOUNT#:
CUSTOMER PO #:
TERMS: NET 30
SALES REP: House
SHIPPED VIA: Ground

SOLD TO:

ONE TRANSIT
Christina Tran
2000 S May Avenue

Oklahoma City OK 73108

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1,008	16 oz Big Game Stadium Cup Item Color: Orange Imprint Color: White	$0.69	$695.52
1	Set Up Charge	$50.00	$50.00
	METHOD IMPRINT		

We Accept VISA, MASTERCARD, AMERICAN EXPRESS, DISCOVER

Make all checks Payable to:
IPGI: IMAGENation Promotional Group, Inc.

1.5% COMPOUND INTEREST CHARGED TO ALL PAST DUE INVOICES

IPGI: YOUR ROUTE TO PROMOTIONAL SOLUTIONS
(405)917-5766
Visit us on the web @ www.myIPGI.com

SUBTOTAL:	$745.52
TAX:	
FREIGHT:	$145.15
TOTAL:	$890.67
PAYMENT:	$0.00
TOTAL DUE:	$890.67



MYIPGI.com

2720 N May Ave
Oklahoma City, OK 73107
4059175766

Sep 28, 2026 10:27 AM

Reference Number:	5371593507969433 6
Customer Name:	Christina Tran
Total:	$890.67
Service Fee:	$0.00
Transaction Type:	Sale
Transaction Status:	Pending Settlement
Card Brand:	Visa
Card Number:	**********1959
Entry Method:	Keyed
Approval Code:	027854
Approval Message:	APPROVED AND COMPLETED
AVS Result:	0
Order Id:	2611219

INVOICE

IPGI: IMAGENation Promotional Group, Inc.

2720 North May Avenue
Oklahoma City, OK 73107
Office (405)917-5766
Fax (405)948-4405
Email: clientservices@myIPGI.com

INVOICE #: 2611218
INVOICE DATE: 09/16/2026
ACCOUNT#:
CUSTOMER PO #:
TERMS: NET 30
SALES REP: House
SHIPPED VIA: Ground

SOLD TO:

ONE TRANSIT
Christina Tran
2000 S May Avenue

Oklahoma City OK 73108

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1,000	3/4" Dye Sublimated Full Color Lanyard w/Metal Lobster Claw & w/Flat Plastic Breakaway Item Color: White Imprint Color: Full Color METHOD IMPRINT	$0.98	$980.00

We Accept VISA, MASTERCARD, AMERICAN EXPRESS, DISCOVER

Make all checks Payable to:
IPGI: IMAGENation Promotional Group, Inc.

1.5% COMPOUND INTEREST CHARGED TO ALL PAST DUE INVOICES

IPGI: YOUR ROUTE TO PROMOTIONAL SOLUTIONS
(405)917-5766
Visit us on the web @ www.myIPGI.com

SUBTOTAL:	$980.00
TAX:	
FREIGHT:	$42.58
TOTAL:	$1,022.58
PAYMENT:	$0.00
TOTAL DUE:	$1,022.58

MYIPGI.com

2720 N May Ave
Oklahoma City, OK 73107
4059175766

Sep 22, 2026 9:56 AM

Reference Number:	53579554696200192
Customer Name:	Christina Tran
Total:	$1,022.58
Service Fee:	$0.00
Transaction Type:	Sale
Transaction Status:	Pending Settlement
Card Brand:	Visa
Card Number:	**********1959
Entry Method:	Keyed
Approval Code:	087841
Approval Message:	APPROVED AND COMPLETED
AVS Result:	0
Order Id:	2611218
Order Description:	One Transit Lanyards

Lou Malnati's
439 N Wells St
Chicago, IL 60654

Check #369	
Guest Count: 10	
Ordered:	10/4/26 6:43 PM
1 Calamari Fritti	$17.95
1 Mozzarella Bites	$11.95
1 Chicago-Style Meatballs	$11.75
1 Breaded Mushrooms	$11.65
2 Large - Deep Dish Chicago Classic	$76.70
Cut	
1 Starry - Regular	$3.85
1 Personal - Deep Dish Cheese	$13.45
Cut	
Full Mushroom	$1.85
1 Margherita Pesto Deep Dish - GF	$27.05
Cut	
Subtotal	$176.20
Tax	$21.14
Tip	$35.24
Total	$232.58

Input Type	C (EMV Chip Read)
VISA CREDIT	xxxxxxxxxxxx
Time	10/4/2026, 8:32 PM
Transaction Type	Sale
Authorization	Approved
Approval Code	042827
Payment ID	FWrssjJXT9pr
Application ID	A0000000031010
Application Label	VISA CREDIT
Device ID	364cf7c3d74563d2
Card Reader	BBPOS

VISA CARDHOLDER

I agree to pay the above total amount according to my card issuer agreement
Please retain for your records

Invoice

QuikPrint
we're on it.

119 N. Robinson
Oklahoma City, OK 73102
405-232-7579
robinson@qpokc.com

Date: 9/29/26

Acct#: _____ PO# _____

393712 Invoice#

$ 97.15 Amount Due

PLEASE PAY FROM THIS INVOICE

To: Christina Tran
ONE Transit
Phone: 405.627.7535

PREFERRED PRINTER
OF THE OKC THUNDER

QUANTITY	DESCRIPTION	AMOUNT
100	ONE Transit APTA Conference One Sheet, 8.5 x 11 white 100# Coated Matte Text, Digitally Printed on 2 sides	$ 89.44

	SUBTOTAL	$ 89.44
	TAX	$ 7.71
	TOTAL	$ 97.15
	AMOUNT DUE	$ 97.15

Rec'd by _____

Thank You!

Invoice

QuikPrint
we're on it.

119 N. Robinson
Oklahoma City, OK 73102
405-232-7579
robinson@qpokc.com

Date: 9/29/26

Acct#: _____ PO# _____

393693	$ 1,173.39
Invoice#	Amount Due

PLEASE PAY FROM THIS INVOICE

To: Christina Tran
ONE Transit
Phone: 405.627.7535

PREFERRED PRINTER
OF THE OKC THUNDER

QUANTITY	DESCRIPTION	AMOUNT
2,000	ONE Transit Info Sheet - ENGLISH (Text Weight), 8.5 x 11 white 100# Coated Matte Text, printed, 4 colors front in CMYK ink, 4 colors back in CMYK ink	$ 701.23
250	ONE Transit Info Sheet - Vietnamese (Text Weight), 8.5 x 11 white 100# Coated Matte Text, Digitally Printed on 2 sides	$ 189.52
250	ONE Transit Info Sheet - Spanish (Text Weight), 8.5 x 11 white 100# Coated Matte Text, Digitally Printed on 2 sides	$ 189.52

SUBTOTAL	$ 1,080.27
TAX	$ 93.12
TOTAL	$ 1,173.39
AMOUNT DUE	$ 1,173.39

Rec'd by _____

Thank You!

From: QUIK PRINT OKLAHOMA CITY
To: Tran, Christina
Subject: Receipt from QUIK PRINT OKLAHOMA CITY (Transaction #10910720-1298)
Date: Tuesday, September 29, 2026 2:17:57 PM

You don't often get email from noreply@swipesimple.com. Learn why this is important

QUIK PRINT OKLAHOMA CITY

119 n ROBINSON AVE, OKLAHOMA CITY, OK 73102

Store #701

TRANSACTION #	10910720-1298
DATE	09/29/2026 2:17 PM
RESULT	APPROVED
AUTH CODE	028516
TRANSACTION METHOD	PAYMENT LINK
TRANSACTION TYPE	SALE
CARDHOLDER NAME	CHRISTINA TRAN
CARD	XXXX-XXXX-XXXX-1959
CARD TYPE	VISA

1 × Quick Item	$1,173.39
Subtotal	$1,173.39

TOTAL	**$1,173.39**

METHOD	KEY ENTERED

aim | MEMBER

Billing Address
PO Box 177
Oklahoma City OK 73101
405.235.0148 accounting ext 3017
405.235.5319 F405.235.1698
walkercompanies com

Invoice

Date	Invoice #
9/18/2026	206243

Bill To	Ship To
ONE TRANSIT ARMANDO REYES	ONE TRANSIT ARMANDO REYES

AUTHORIZED BY	ARMANDO	CONTACT #	000-000-0000

S.O. No.	P.O. Number	Terms	Due Date	Rep	Ship Via	Project
130582	ARMANDO R...	Net 30	10/18/2026	TOB	WILL CALL	

Quantity	Item Code	Description	Price Each	Amount
1	NB - 3	3 LINE ENGRAVED NAME BADGE OVERALL SIZE: 1.5"H X 3"W .040 WHITE STYRENE W/ FULL COLOR DIRECT PRINT ROUNDED CORNERS ** ART SETUP ON FILE ** ** BOARD OF DIRECTOR BADGES ** LAYOUT: TOP HALF OF BADGE: BLUE BACKGROUND W/ "ONE TRANSIT" LOGO - CENTERED W/ "BOARD OF DIRECTORS" BELOW LOGO NAME TITLE - CITY VERBIAGE:	11.85	11.85

Subtotal	
Sales Tax (0.0%)	
Total	
Payments/Credits	
Balance Due	

You can pay invoice online at
www.walkercompanies.com

Walker COMPANIES

aim | MEMBER

Billing Address
PO Box 177
Oklahoma City OK 73101
405.235.0148 accounting ext 3017
405.235.5319 F405.235.1698
walkercompanies com

Invoice

Date	Invoice #
9/18/2026	206243

Bill To	Ship To
ONE TRANSIT ARMANDO REYES	ONE TRANSIT ARMANDO REYES

AUTHORIZED BY	ARMANDO	CONTACT #	000-000-0000

S.O. No.	P.O. Number	Terms	Due Date	Rep	Ship Via	Project
130582	ARMANDO R...	Net 30	10/18/2026	TOB	WILL CALL	

Quantity	Item Code	Description	Price Each	Amount
		ELAINE LYONS DIRECTOR - OKLAHOMA CITY		
2	NB - 3	3 LINE ENGRAVED NAME BADGE OVERALL SIZE: 1.5"H X 3"W .040 WHITE STYRENE W/ FULL COLOR DIRECT PRINT ROUNDED CORNERS ** ART SET UP ON FILE ** ** STAFF BADGES ** LAYOUT: TOP HALF OF BADGE: WHITE BACKGROUND W/ "ONE TRANSIT" LOGO - CENTERED NAVY BLUE DIVIDER LINE	11.85	23.70

	Subtotal
	Sales Tax (0.0%)
	Total
	Payments/Credits
	Balance Due

You can pay invoice online at
www.walkercompanies.com

aim | MEMBER

Billing Address
PO Box 177
Oklahoma City OK 73101
405.235.0148 accounting ext 3017
405.235.5319 F405.235.1698
walkercompanies com

Invoice

Date	Invoice #
9/18/2026	206243

Bill To	Ship To
ONE TRANSIT ARMANDO REYES	ONE TRANSIT ARMANDO REYES

AUTHORIZED BY	ARMANDO	CONTACT #	000-000-0000

S.O. No.	P.O. Number	Terms	Due Date	Rep	Ship Via	Project
130582	ARMANDO R...	Net 30	10/18/2026	TOB	WILL CALL	

Quantity	Item Code	Description	Price Each	Amount
		FIRST NAME - NAVY BLUE TEXT LAST NAME - NAVY BLUE TEXT TITLE - ORANGE TEXT VERBIAGE: GREG SINGLETON PUBLIC AFFAIRS TIFFANY AGUILAR PUBLIC AFFAIRS		
3	J63 GRIPPER TAG	MAGNETIC FASTENER J63	1.90	5.70

Subtotal	$41.25
Sales Tax (0.0%)	$0.00
Total	$41.25
Payments/Credits	$0.00
Balance Due	$41.25

You can pay invoice online at
www.walkercompanies.com

Transaction Receipt

Merchant Name	Walker Companies
Card Number	****1959
Expiry Date	02/2029
Name on Card	Christina Tran
Amount	$41.25
Invoice Number	206243
Street	2913 SE 24th St
Zip Code	73160
Email	christina.tran@okc.gov
Type	Charge
Date	09/18/2026
Status	Approved
Auth Code	045649
AVS Result	Address: Match & 5 Digit Zip: Match
CVV Result	Match
Source	Walker Companies
Total Amount	**$41.25**

Transaction Receipt

Merchant Name	Walker Companies
Card Number	****1959
Expiry Date	02/2029
Name on Card	Christina Tran
Amount	$939.50
Invoice Number	206679
Street	2913 SE 24th St
Zip Code	73160
Email	christina.tran@okc.gov
Type	Charge
Date	09/29/2026
Status	Approved
Auth Code	058139
AVS Result	Address: Match & 5 Digit Zip: Match
CVV Result	Match
Source	Walker Companies
Total Amount	**$939.50**

ONE TRANSIT

FY2027 Year End Forecast

Presented October 21, 2026

Prepared by ONE Transit Support Team (unaudited)

OPERATIONS	**YTD Actuals**	**Forecast**	**Est. Remaining**	**Total YE**	**FY27**		
Sources	**Jul-Sep**	**Oct-Jun**	**Oct-Jun**	**Forecast**	**Budget**	**Variance**	**Variance %**
Local Contributions	$1,239,429	$144,654	$144,654	$1,384,083	$1,384,083	$0	
Total Operations Revenues	**$1,239,429**	**$144,654**	**$144,654**	**$1,384,083**	**$1,384,083**	**$0**	**0%**

Expenditures	**YTD Actuals**	**Forecast**	**Est. Remaining**	**Total YE**	**FY27**		
Contracts and Services	**Jul-Sep**	**Oct-Jun**	**Oct-Jun**	**Forecast**	**Budget**	**Variance**	**Variance %**
Professional Services - COTPA Administration	$67,908	$203,726	$203,726	$271,634	$271,634	$0	
Professional Services - Kaplan Kirsch	$0	$118,900	$118,900	$118,900	$118,900	$0	
Professional Services - On-Call Engineering Consultant	$7,890	$92,110	$92,110	$100,000	$100,000	$0	
BNSF Study Fee	$0	$25,000	$25,000	$25,000	$25,000	$0	
BNSF Negotiation Support	$0	$225,400	$225,400	$225,400	$225,400	$0	
FTA Direct Recipient Support	$0	$5,000	$5,000	$5,000	$5,000	$0	
Program Manager	$0	$450,000	$450,000	$450,000	$450,000	$0	
Professional Services-Legal	$71,744	$37,700	$37,700	$109,444	$50,000	-$59,444	
Professional Service - Financial Planning Consultant	$0	$10,000	$10,000	$10,000	$10,000	$0	
Professional Service - Economic Advising Consultant	$25,000	$25,000	$25,000	$50,000	$25,000	-$25,000	
Independent Financial Audit	$0	$10,700	$10,700	$10,700	$10,700	$0	
Website Hosting Fee	$491	$2,009	$2,009	$2,500	$2,500	$0	
Marketing	$44,921	$130,079	$130,079	$175,000	$175,000	$0	
Public Relations	$29,504	$195,496	$195,496	$225,000	$225,000	$1	
Conference/Training	$2,450	$5,400	$5,400	$7,850	$7,850	$0	
Directors & Officer Liability Insurance	$0	$3,500	$3,500	$3,500	$3,500	$0	
Advertising/Public Notice	$179	$821	$821	$1,000	$1,000	$0	
Printing & Binding	$139	$1,294	$1,294	$1,433	$500	-$933	
Postage	$0	$100	$100	$100	$100	$0	
Mileage	$0	$500	$500	$500	$500	$0	
Parking	$73	$178	$178	$250	$250	$0	
Travel	$9,952	$15,048	$15,048	$25,000	$25,000	$0	
Market Research Services	$51,750	$155,250	$155,250	$207,000	$201,000	-$6,000	
CIG Implementation Advisor	$20,460	$29,540	$29,540	$50,000	$50,000	$0	
Other Services & Fees	$2,575	$0	$0	$2,575	$300	-$2,275	
Total Contracts and Services	**$335,035**	**$1,742,750**	**$1,742,750**	**$2,077,785**	**$1,984,134**	**-$93,651**	**-5%**
Equipment and Supplies							
Office Supplies	$0	$320	$320	$320	$320	$0	
Food	$0	$5,000	$5,000	$5,000	$5,000	$0	
Other Supplies	$676	$19,324	$19,324	$20,000	$20,000	$0	
Total Equipment and Supplies	**$676**	**$24,644**	**$24,644**	**$25,320**	**$25,320**	**$0**	**0%**
Total Operations Expenditures	**$335,711**	**$ 1,767,393**	**$1,767,393**	**$2,103,104**	**$2,009,454**	**-$93,650**	**-5%**

FY27 Beginning Cash Balance	$1,177,881
FY27 Ending Cash Balance (Forecast)	$458,859

ONE Transit Agenda
Item No.7
10/21/2026

MEMORANDUM

TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider adopting a resolution waiving formal competitive bidding under Section 3.5 of the Regional Transportation Authority of Central Oklahoma Procurement Procedures and consider approving the Professional Services Agreement with DB E.C.O. North America Inc for a one-year period ending October 20, 2027, cost not to exceed $65,000.

BACKGROUND: ONE Transit is seeking a Professional Services Agreement for advisory services related to commuter rail operations services. The Interim Executive Director is requesting the ONE Transit Board approve a resolution waiving formal competitive bidding pursuant to Section 3.5, Section C of the Regional Transportation Authority of Central Oklahoma Procurement Procedures regarding Substantial Duplication of Costs.

DB E.C.O. North America Inc. was previously a subcontractor to Holmes and Associates. ONE Transit no longer has a contractual agreement with Holmes and Associates. ONE Transit finds that retaining DB E.C.O. North America Inc. advisory services related to commuter rail operations promotes operational continuity, efficiency, and cost effectiveness, as engaging a different provider would require duplicative onboarding, additional administrative coordination, and would result in burdensome and substantial duplication of costs associated with re-establishing program familiarity and continuity of services.

ONE Transit support staff have successfully negotiated an agreeable contract with DB E.C.O. North America Inc. for a one-year period ending October 20, 2027, cost not to exceed $65,000.

RECOMMENDATION: Approve the Professional Services Agreement

Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "**Agreement**") is entered into by and between **DB E.C.O. North America Inc.** (hereinafter referred to as "**Services Provider**"), and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" or "Contracting Entity",** a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the "Parties".

WITNESSETH:

WHEREAS, the **Contracting Entity** has waived formal competitive bidding pursuant to Section 3.5, Section C of the Regional Transportation Authority Procurement Procedures regarding Substantial Duplication of Costs; and

WHEREAS, the Contracting Entity has determined that continuation of services with the existing Service Provider is in its best interest because the Service Provider has already been performing such services as a subcontractor for another firm doing business with the Contracting Entity and, through that role, has developed established institutional knowledge of the Contracting Entity's operations, objectives, and ongoing initiatives; and

WHEREAS, the Contracting Entity further finds that retaining the Service Provider promotes operational continuity, efficiency, and cost effectiveness, as engaging a different provider would require duplicative onboarding, additional administrative coordination, and would result in burdensome and substantial duplication of costs associated with reestablishing program familiarity and continuity of services.

WHEREAS, the **Services Provider** has represented that it possesses expertise in advisory services related to passenger rail operations, including engaging with key stakeholders and providing strategic support through workshopping, documentation, research, and the development of materials that facilitate effective stakeholder engagement, all in support of ONE Transit's public relations and communication efforts as requested and required by the **Contracting Entity**; and

WHEREAS, **Contracting Entity** retains **Services Provider** to provide professional services as an independent contractor; and

WHEREAS, the **Services Provider** agrees to provide **Contracting Entity** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Contracting Entity** services, solutions and deliverables that meet all the purposes and functionality requested or described in the Scope of Services and in

this **Agreement.**

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the **Contracting Entity** and **Services Provider** hereby mutually agree as follows:

1. THE PROFESSIONAL SERVICES AGREEMENT

A. ***Performance.*** Subject to the terms and conditions of this Professional Services Agreement, Contracting Entity retains Services Provider, an independent contractor, to provide Contracting Entity all services, in accordance with the standards exercised by experts in the field, necessary to provide the Contracting Entity services, solutions, and deliverables that meet all the purposes and functionality requested or described in this Professional Services Agreement.

2. ENTIRE AGREEMENT

A. This Professional Services Agreement, and Attachments constitute the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Professional Services Agreement.

B. ***Counterparts.*** This Agreement may be executed in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

C. ***Validity.*** The invalidity or unenforceability of any provision of this Professional Services Agreement shall not affect the validity or enforceability of any other provisions of the same, which other provisions shall remain in full force and effect.

3. ORDER OF PRECEDENCE

A. ***Attachments.*** If there is a conflict in language, terms, conditions, or provisions, in this Agreement or in any Attachment herein, then the text of this Agreement, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

i. Attachment "A" ("Scope of Services and Deliverables")
ii. Attachment "B" ("Invoices and Pricing")
iii. Attachment "C" ("Insurance and Acord Form")
iv. Attachment "D" ("Effective Period, Renewal Options, and Amendments")

v. Attachment "E" ("RTA Travel Policy")

4. NOTICES

A. ***Notice to Contracting Entity.*** Any notice, request, demand or other communication required or permitted must be in writing and must be delivered by notice to:

The Regional Transportation Authority of Central Oklahoma dba ONE Transit
Attn: Procurement
2000 S May Ave
Oklahoma City, OK
73108

B. ***Notice to Services Provider.*** All notices will be sent to:

DB E.C.O. North America Inc.
Attn: Darkhan Mussanov
450 Seventh Avenue, 33rd Floor
New York, NY 10123

C. Services Provider is solely responsible for the actions, non-action, omissions, and performance of Services Provider's employees, agents, contractors, and subcontractors (herein collectively included in the term "Service Provider's Project Team") and to ensure:

i. the timely provision of the Project and timely performance of the Scope of Services and Deliverables in Attachments "A".

D. Services Provider will be solely responsible to ensure the Services Provider's Project Team fully understands the Project, the Scope of Services, the Services, Products, Solutions, and Deliverables, the Project Schedule for performance, and the Contracting Entity's goals and the purposes and functions to be provided. Services Provider will be solely responsible to ensure the Services Provider's Project Team is adequately trained, instructed, and managed so that Services Provider timely provides the Project and satisfies Services Provider's obligations under this Professional Services Agreement.

E. Services Provider may not change the Services Provider's Project Team as set forth in Attachment "B" without the prior written consent of the Contracting Entity's Contract Administrator or designee, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. NO EXTRA CLAIMS

A. No claims for extra service, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the Contracting Entity unless such services, solution, or deliverable is

first requested and approved in writing by the Contracting Entity through an Amendment to the Professional Services Agreement.

6. INDEPENDENT CONTRACTOR STATUS

A. The Parties hereby acknowledge and covenant that:
   1. Services Provider is an independent contractor and will act exclusively as an independent contractor. Services Provider is not an agent or employee of the Contracting Entity in performing this Professional Services Agreement.
   2. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

B. The Contracting Entity will not pay or withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Services Provider as Services Provider is an independent contractor and the members of its Services Provider's Project Team are not employees of the Contracting Entity. Any such taxes and compensation, if due, are solely the responsibilities of Services Provider and will not be charged to the Contracting Entity.

C. Services Provider acknowledges that as an independent contractor it and its Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by the Contracting Entity for its Project Team or employees.

7. INSURANCE

A. See Attachment "C" ("Insurance and Acord Form").

8. COMPENSATION

A. See Attachment "B" ("List of Services, Products, Solutions and Deliverables").

B. The Contracting Entity and Services Provider acknowledge that the compensation to be paid pursuant to this Professional Services Agreement has been established at an amount reasonable for the availability and services, products, solutions, and deliverables of Services Provider and Services Provider's Project Team.

C. All payments to Services Provider pursuant to this Professional Services Agreement shall be due and payable in the State of Oklahoma, even if services of Services Provider are performed outside the State of Oklahoma.

9. TERMINATION AND STOP WORK

A. This Professional Services Agreement shall terminate when the Project is completed and accepted as provided herein, or upon expiration of the term set forth in Attachment "D," unless terminated by convenience or with cause.

B. The Contracting Entity's Contract Administrator is hereby authorized to issue notices of termination or suspension on behalf of the Contracting Entity. This Professional Services Agreement may be terminated for convenience upon fourteen (14) days' prior written notice by the Contracting Entity. Termination for cause shall be subject to the applicable notice and cure provisions of this Agreement.

C. ***Termination for Convenience.*** Upon receipt of a notice of termination for the convenience from the Contracting Entity, Services Provider shall:

i. Immediately discontinue all services and activities, unless the notice directs otherwise.

ii. Upon payment for products, solutions, services, or deliverables fully performed and accepted, Services Provider shall deliver to the Contracting Entity and the Contracting Entity shall own all work, products, solutions, deliverables, documents, data, drawings, specifications, reports, calculations, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Professional Services Agreement, whether same are complete or incomplete, unless the notice directs otherwise.

ii. The Contracting Entity shall pay Services Provider for completed services after receipt of properly documented and completed invoices, up to the time of the notice of termination for convenience, in accordance with the terms, limits and conditions of this Professional Services Agreement and as further limited by the "not to exceed" amounts set out in this Professional Services Agreement. Thereafter, the Contracting Entity shall have no further liability under this Professional Services Agreement to Services Provider and Services Provider shall have no further obligations to the Contracting Entity.

iii. Termination herein shall not terminate or suspend any

warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement.

D. ***Termination for Cause.*** Upon notice of termination for cause from the Contracting Entity:

   i. Services Provider shall be entitled to payment for all Services and Deliverables properly performed and accepted by the Contracting Entity through the effective date of termination.

   ii. The Contracting Entity may withhold only amounts that are subject to a good-faith dispute arising directly from Services Provider's material breach of this Agreement. All undisputed amounts for Services and Deliverables properly performed and accepted shall remain due and payable in accordance with the payment terms of this Agreement. Provided, however, upon notice of termination for cause, Services Provider shall deliver to the Contracting Entity all Services, products, solutions and deliverables also including, but limited to, all documents, data, drawings, specifications, reports, calculations, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Professional Services Agreement, whether complete or incomplete, unless the notice directs otherwise.

   iii. The rights and remedies of the Contracting Entity provided in this paragraph are in addition to any other rights and remedies provided in equity, by law, or under this Professional Services Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement.

E. ***Stop Work.*** Upon notice to Services Provider, the Contracting Entity may issue a stop work order(s) suspending any services, performances, work, products, deliverables, or solutions under this Professional Services Agreement.

   i. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement. In the event the Contracting Entity issues a stop work order to Services Provider, the Contracting Entity will provide a copy of such stop work order to Services Provider.

ii. Upon receipt of a stop work order issued by the Contracting Entity, Services Provider shall suspend all work, services and activities except such work, services, and activities expressly directed by the Contracting Entity in the stop work order.

iii. Upon notice to Services Provider, this Professional Services Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the Contracting Entity, without cause; provided, however, Services Provider shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension period and reimbursement of reasonable, documented, and unavoidable costs directly resulting from such suspension.

iv. The Contracting Entity's Contract Administrator is hereby authorized to issue a stop work order(s) on behalf of the Contracting Entity.

10. TAXES AND FEES

A. The Services Provider shall pay all applicable taxes, charges, and fees charged by a governmental entity and on its behalf. The Services Provider will obtain all applicable permits, licenses, patents, copyrights, permissions and authorization to provide services, solutions and deliverables at Service Providers cost expense.

11. PATENTS AND LICENSES

A. Services Provider shall obtain all patents, permits, licenses and any other permissions required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the Contracting Entity.

B. Upon request, the Services Provider shall provide the Contracting Entity with reports or proof of compliance. This includes, but is not limited to, documentation of permits, license, training efforts, and any relevant certifications. The Services Provider shall maintain accurate records of its compliance efforts and make such records available for inspection by the Contracting Entity.

C. To the extent that the Services Provider has infringed on any patent, copyright, license or illegally transferred a patent or license related to all services, products, solutions or deliverables provided to the Contracting Entity, the Services Provider agrees to indemnify and hold harmless the Contracting Entity, also including any of Contracting Entity's employees, the purchasing agent and assistants from all costs, damages, expenses, suits and actions of every nature and description

brought because of, or for the use of, patented, copyright protected, or licensed appliances, products, or processes or violation of or failure to obtain such permission, license, copyright, or patent permission or right.

D. The Services Provider shall pay for and provide all licenses, copyright, royalties, fees and charges which are legal and equitable and evidence of such payment or satisfaction must be submitted by Services Provider upon request of the Contracting Entity, as a necessary requirement in connection with the execution and performance of any Professional Services Agreement in which patented, copyrighted or licensed appliances, solutions, deliverables, services, products, or processes are to be used and to transfer such rights and licenses to the Contracting Entity. All such costs and expenses must be included in the compensation in Attachment "B". Any cost or expense not expressly included in Attachment "B" shall be deemed incidental and included in other compensation.

E. The Services Provider shall be responsible for paying all the Contracting Entity's legal costs and fees incurred by any such action related to the failure of Services Provider to provide necessary permissions, rights, patents, copyrights and licenses.

12. WARRANTIES

A. Services Provider represents that all services, products, solutions and deliverables performed or provided under this Professional Services Agreement shall be performed consistent with generally prevailing professional standards and expertise. Services Provider shall maintain during this Professional Services Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. Services Provider agrees to require all members of the Services Provider's Project Team and any contractor or subcontractor to provide all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of Services Provider.

B. Contracting Entity's initial remedy for any breach of the above representation shall be to permit Services Provider one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to Contracting Entity within thirty (30) calendar days. If Services Provider cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this Professional

Services Agreement within thirty (30) calendar days of the original performance date, or the date of discovery of the breach, the Contracting Entity shall be entitled to recover any and all fees and compensation paid to the Services Provider and any costs or damages included by the Contracting Entity. Except in the case of a breach that is not capable of cure, Contracting Entity may terminate this Agreement for cause only if Services Provider fails to cure a material breach within the applicable cure period thirty (30) calendar days.

C. The Contracting Entity may recover fees previously paid to Services Provider only to the extent such fees relate directly to Services or Deliverables that are determined to materially fail to comply with the requirements of this Agreement and that Services Provider has failed to cure in accordance with Section 12(B).Should Services Provider fail to reimburse the Contracting Entity within thirty (30) calendar days of demand, the Contracting Entity shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

D. The Services Provider also acknowledges and agrees to provide all express and implied warrants required or provided for by Oklahoma statutory and case law. These warranties are in addition to other warranties provided in or applicable to this Professional Services Agreement and may not be waived by any other provision, expressed or implied, in this Professional Services Agreement or in any Attachment hereto.

13. INDEMNIFICATION

A. Services Provider assumes all risks incident to or in connection with its full and timely performance of this Professional Services Agreement. Services Provider shall indemnify, defend, and hold harmless Contracting Entity from all costs, expenses, damages, losses, and injuries of whatever nature or kind to property to the Contracting Entity arising, directly or indirectly, out of the acts and/or omissions of Services Provider and any person or entity for which Services Provider is legally liable, including but not limited to its Project Team, employees, agents, contractors, and subcontractors. Services Provider shall indemnify, defend, and hold harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to such acts or omissions.

B. The Services Provider is an independent contractor. The Services Provider and its Project Team, agents and employees are not agents or employees of the Contracting Entity, and the Contracting Entity shall not be liable for their acts or omissions.

14. CONFIDENTIALITY

A. Services Provider acknowledges that in the course of training and providing other products, solutions, services, or deliverables, Contracting Entity may provide Services Provider with access to information of a confidential and proprietary nature including but not limited to: information relating to Contracting Entity's employees, customers, marketing strategies, business processes and strategies, security systems, data and technology.

B. Services Provider agrees that during the time this Professional Services Agreement is in effect, and thereafter, neither Services Provider nor Services Provider's Project Team, employees, agents, contractors, and subcontractors, without the prior written consent of Contracting Entity, shall disclose to any person, other than another member of Contracting Entity's Administrative Team or the Services Provider's Contract Administrator, any information obtained by Services Provider from or through the Contracting Entity.

C. Services Provider will require and maintain adequate confidentiality agreements with its Project Team, employees, agents, contractors, and subcontractors.

15. NO WAIVER

A. No delay or failure by either party in exercising any right, power, or remedy under this Professional Services Agreement shall operate as a waiver of any such right, power, or remedy. No waiver of any provision of this Professional Services Agreement shall be effective unless made in writing and signed by the party waiving such provision. A waiver of any breach or default under this Professional Services Agreement shall not be construed as a waiver of any subsequent breach or default, whether of the same or a different nature.

16. NO ASSIGNMENT

A. This Professional Services Agreement may not be assigned unless approved in writing and signed by both parties.

17. COMPLIANCE WITH APPLICABLE LAWS

A. Services Provider shall comply with all applicable federal, state, local laws, ordinances and regulations, also including Title VI of the Civil Rights Act of 1964 and all provisions of 42 U.S.C. §§ 2000d, et seq relating to the performance of services, products, solutions and deliverables.

B. Services Provider is by law deemed to know the law and its application to Contracting Entity, agreements and transactions with the Contracting Entity.

18. VENUE AND GOVERNING LAW

A. This Professional Services Agreement shall be governed by the laws of the State of Oklahoma and the Parties agree that the venue for any dispute will only be a state or federal court in Oklahoma County, Oklahoma.

19. TIME IS OF THE ESSENCE

A. Both the Contracting Entity and Services Provider expressly agree that time is of the essence with respect to this Professional Services Agreement, and the time for performance of each task and milestone shall be made a part of this Professional Services Agreement and shall be strictly observed and enforced. Any failure on the part of the Contracting Entity to timely object to the time of performance shall not waive any right of the Contracting Entity to object at a later time.

20. DESCRIPTIVE HEADINGS

A. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Professional Services Agreement.

21. NON-DISCRIMINATION STATEMENT

A. The Services Provider agrees, in connection with the performance of work under this Professional Services Agreement:

i. That the Services Provider will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry, disability and any class protected pursuant to federal and/or state law. The Services Provider shall take action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry, disability or any other federally protected or state-protected class. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

ii. The Services Provider agrees to post, in a conspicuous place available to employees and applicants for employment a copy of this Non-Discrimination Statement and that the Services Provider agrees to include a copy of this non-discrimination requirement in any subcontracts connected with the performance of this Professional Services Agreement.

iii. In the event of the Services Provider's non-compliance with the above non-discrimination requirement, this Professional

Services Agreement may be canceled or terminated by the Contracting Entity. The Services Provider may be declared by the Contracting Entity ineligible for further Professional Services Agreement[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Services Provider.

22. NON-COLLUSION STATEMENT

A. I certify that:
   i. I am authorized to represent the Services Provider and confirm no collusion or improper conduct occurred regarding this Professional Services Agreement or acquisition.
   ii. I am fully aware of all facts related to this Professional Services Agreement and have been directly involved in its preparation.
   iii. Neither the business entity that I represent nor anyone under its control has:
      a. Engaged in collusion to restrict competition or fix bids;
      b. Colluded with state officials or employees regarding contract terms; or
      c. Exchanged money or favors for special consideration in the prospective contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the business entity represents nor anyone subject to the business entity's direction or control, has or will pay, give, or donate money or anything of value, directly or indirectly, to any state officer or employee to procure this contract.

23. OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

A. All "records", as defined by the Oklahoma Open Records Act, 51 O.S. § 24A.1, *et seq*. (the "Act"), which are in connection with the transaction of public business, the expenditure of public funds, or the administration of public property, and that are in the custody, control, or possession of public officials, public bodies, or their representatives, are potentially subject to inspection, copying, and/or mechanical reproduction. The purpose of the Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Except where state or federal statutes create a specific exemption or confidential privilege, persons and entities who submit information to public bodies have no right to keep the record from public access nor have a reasonable expectation that the record will be kept from public access.

B. If Services Provider believes that a record is exempt or confidential

under a specific Oklahoma or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, Services Provider must comply with the following:

i. Place said portion of the submission in a separate electronic file attachment marked "Confidential." DO NOT label the entire record "Confidential." Label only those records, or portions thereof, that are expressly protected from disclosure by Oklahoma or federal law. For each portion of the record for which an exemption or a confidential privilege is claimed, Services Provider must clearly identify on that record at the time of submittal a copy of a court order ruling the record is not subject to release under federal or Oklahoma law, or the specific federal and/or Oklahoma law that created said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, et seq.

C. Failure to clearly identify the record or any part of the record as "Confidential" will be interpreted as the record NOT being exempt from the Act and therefore subject to public access. Should an Open Records request be presented for a record identified as "Confidential," Services Provider will be responsible for timely justifying the confidentiality claim and attaining protection from a court of competent jurisdiction, state or federal, in Oklahoma County, Oklahoma. Services Provider will be notified upon receipt of an Open Records Request to access the records identified as "Confidential in accordance with this policy." It is Services Provider's responsibility to timely initiate an action in a court of competent jurisdiction to enforce Services Provider's rights. The requested records will be released if Services Provider fails to timely bring an action to enforce your rights within seven (7) calendar days of notice. Services Provider must provide ONE Transit from which the record has been requested notice of that action. By your submission of records, Services Provider is granting the rights stated herein.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

DB E.C.O. North America Inc.
Services Provider's Name

Yoav Hagler / David Hüffmeier — EVP Consulting / CFO
Print Name of Services Provider's Authorized Officer or Agent — Title

Yoav Hagler — 10/01/2026
Signature of Services Provider's Authorized Officer or Agent — Date

32451 Golden Lantern Road, Suite 306	Laguna Niguel	CA	92677
Services Provider's Address	City	State	Zip Code

217-418-4757	Darkhan.Mussanov@db-eco.us
Services Provider's Telephone Number	Email

APPROVED and **EXECUTED** by The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, on this 21st day of October 2026.

ATTEST:

Secretary

ONE TRANSIT

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA
OFFICIAL
SEAL
OKLAHOMA

Attachments

The following Attachments are incorporated by reference into this Professional Services Agreement by and between the Contracting Entity and Services Provider and shall have priority and precedence.

The Attachments include:

Attachment "A" ("Scope of Services and Deliverables")

Attachment "B" ("Invoices and Pricing")

Attachment "C" ("Insurance and Acord Form")

Attachment "D" ("Effective Period, Renewal Options, and

Amendments") Attachment "E" ("RTA Travel Policy")

Attachment "A"
("Scope of Services and Deliverables")

The objective of this scope of work is to ensure ONE Transit is equipped with the insights, materials, and support necessary for effective negotiations and decision-making with host railroads and other partners.

Scope of Services and Key Deliverables:

- Board Strategy Update Decks. DB will prepare presentation materials to support briefings to the ONE Transit Board on key initiatives related to corridor development.
- External Stakeholder Materials. DB will prepare presentation or briefing materials to support engagement with BNSF and other external stakeholders.
- Shared Corridor Benchmarking and Research. DB will provide benchmarking summaries and targeted research as needed to support ONE's negotiation position and strategic planning.
- Strategy Workshop Participation. DB will participate in regular strategy workshops (typically 1–2 per month) to support planning, document discussions, capture stakeholder feedback, and contribute to collaborative problem solving.

Attachment "B"
("Invoices and Pricing")

INVOICES

a. The Services Provider shall submit invoices to ONE Transit on a monthly basis for payment in a form specified or approved by ONE Transit. Such invoices must be received by ONE Transit no later than the tenth (10th) calendar day of each month. Any invoices received after the tenth (10th) calendar day of the month will be processed in the following period. The amount invoiced shall cover Services and Deliverables incurred by Services Provider during the preceding accounting Period.
b. Supporting documentation for all services and Deliverables contained in an invoice will be submitted with each invoice.
c. ONE Transit shall have the right to disapprove specific elements of any invoice. ONE Transit will provide, in writing, such disapproval to Services Provider within twenty (20) calendar days of invoice submittal. Approval by ONE Transit shall not be unreasonably withheld.
d. ONE Transit will pay Consultant the undisputed amount of an invoice within thirty (30) calendar days after the receipt of a valid, complete, and properly documented invoice.
e. ONE Transit will submit payment for invoices to:
   DB E.C.O. North America Inc.
   PO Box 894982
   Los Angeles, CA 90189-4982

The total compensation payable by ONE Transit under this Agreement shall **not exceed sixty-five thousand dollars ($65,000)** for the initial term of the Agreement. For each renewal period, the total compensation payable shall likewise **not exceed sixty-five thousand dollars ($65,000)** unless amended in writing and approved in accordance with ONE Transit procurement and contracting requirements.

PRICING

The total estimated project cost is $64,552.99, summarized below.

Team Member	Hourly Rate	Hours	Cost
Senior Manager	$ 320.06	120	$ 38,407.20
Senior Consultant	$ 211.14	58	$ 12,246.12
Consultant	$ 169.52	64	$ 10,849.28
Jr. Commercial PM	$ 95.49	11	$ 1,050.39
ODC			$ 2,000.00
Total		**253**	**$64,552.99**

TRAVEL

1) All travel done by the Service Provider under this agreement must abide by the RTA Travel Policy Attachment E.

Attachment "C"
("Insurance and Acord Form")

1. Prior to approval of this Professional Services Agreement, the Services Provider shall obtain insurance coverage as provided below. The Services Provider must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required, and endorsement pages shall be provided to the Contracting Entity on a timely basis if requested by the Contracting Entity.

2. **INSURANCE REQUIREMENTS**

   A. The following insurance requirements are applicable and must be obtained prior to contract award. If the Scope of Work includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity here in the Special Provisions.

      i. Worker's Compensation & Employer's Liability Insurance: Services Provider shall carry Worker's Compensation Insurance in amounts prescribed by the laws of the State of Oklahoma, if any. If Services Provider is exempt from compliance with Oklahoma's worker's compensation requirements, Services Provider shall provide a certificate (Affidavit of Exempt Status Under the Administrative Worker's Compensation Act) from the Workers' Compensation Commission indicating such exemption.

      ii. General Liability Insurance: Services Provider shall carry a general liability insurance policy to protect the Services Provider and the Contracting Entity shall be an Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Services Provider under the Professional Services Agreement, whether such activities, omissions, and operations be by the Services Provider, its subcontractor, or by any one employed by or acting for the benefit of the Services Provider in conjunction with this Professional Services Agreement. The general liability policy shall have at a minimum, the following coverage amounts:

         1. Property Damage Liability - Limits shall be carried in the amount of not less than twenty- five thousand dollars ($25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.
         2. All Other Liability - In the amount not less than one hundred seventy-five thousand dollars ($175,000) for claims including

accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

3. General Aggregate Limit- In an amount not less than one million dollars ($1,000,000) for any number of claims arising out of a single act, occurrence or accident.

iii. Automobile Liability Insurance: The Services Provider shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this Professional Services Agreement.

B. All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to ONE Transit. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

C. The Contracting Entity shall be furnished with a Certificate of Insurance evidencing all the above-referenced requirements before a Professional Services Agreement award.

D. All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims made" form, the Services Provider shall also provide tail coverage that extends a minimum of two years from the expiration of the Professional Services Agreement.

E. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding $25,000.

F. Services Provider must provide Contracting Entity at least ten (10) days' prior written notice of any cancellation or material coverage change in their policies.

G. Unless otherwise approved by the Contracting Entity prior to a Professional Services Agreement award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Services Provider's self-insured retention.

3. ACORD FORM

A. The Services Provider shall maintain insurance throughout the entire term of the Professional Services Agreement.

B. The Contracting Entity to this Professional Services Agreement, whether named herein or by reference only, shall be named as additional insured on the Services Provider's insurance policies, except Worker's Compensation and Employer's Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured.

i. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Professional Services Agreement and will be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or

Endorsement evidencing Contracting Entity's additional insured status prior to contract award.

C. The policy description shall state the following:

   i. "Additional insured(s) on the listed policies are those required in the contract." [The Regional Transportation Authority of Central Oklahoma dba ONE Transit].

Attachment "D"
("Effective Period, Renewal Option, and Amendments")

1. **Effective Period.**
   - **A.** The Professional Services Agreement shall become effective upon execution by the last party and Services Provider shall commence performance.
   - B. The term of the Agreement shall be for one (1) year.

2. **Renewal Option.** If the Contracting Entity wishes to renew this Professional Services Agreement, a renewal notice will be sent to the Services Provider prior to the expiration date of the Professional Services Agreement.
   - A. Upon Services Provider's receipt of the renewal notice, Services Provider shall, if desired, submit written agreement to renew this Professional Services Agreement.
   - B. The issuance of a written renewal notice does not bind the Contracting Entity to renew until renewal is approved by the Contracting Entity.
   - C. This Agreement has three (3) 1-year renewal options.

3. **Amendments.** This Professional Services Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written Amendment executed by each of the parties hereto.

Attachment "E"

("RTA Travel Policy")

(See attached)

RTA

Regional Transportation Authority of Central Oklahoma

Travel Policy



This manual addresses the policies for travel expenditures and reimbursements for travel related expenses.

The Travel Policy is hereby APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Chairperson, this 17th day of March 2021.

ATTEST:

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

Mary Mélon, Secretary

Brad Henry, Chair

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA OFFICIAL SEAL OKLAHOMA

Reviewed for form and legality.

Hailey Rawson, Assistant Municipal Counselor

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INTRODUCTION

The Regional Transportation Authority of Central Oklahoma ("RTA") is a public trust funded in part by the taxpaying residents of Del City, Edmond, Midwest City, Moore, Norman, and the City of Oklahoma City. As such, all expense records, regardless of fund source, are open to the public under the Federal and State Freedom of Information Act. Business travel is first and foremost intended to achieve the RTA's goal. All trips must support the mission of the RTA, receive the appropriate approvals, and be carefully planned to ensure that expenditures are necessary, prudent, and as economical as possible. Directors and staff travelling on behalf of RTA business have the responsibility to act prudently and to only incur travel expenses which are necessary, reasonable, appropriate, and in compliance with the RTA's policies related to travel and business expenses.

This policy pertains to the reimbursement of business-related travel expenses incurred while traveling away from home for a period substantially longer than an ordinary workday and is reasonable to sleep or rest. It is designed to govern reimbursements and/or prepayment of conferences, seminars, training sessions, business meetings, and other beneficial situations where common expenses are incurred for transportation, registration, lodging, and meals. Incidental travel expenses are subject to approval. Traveling members of the RTA, through administrative support personnel, must obtain all quotes, complete related forms, and submit travel paperwork with all required approvals.

All modes of travel, lodging, and meals should be selected with consideration given to minimizing the loss of time to the traveling claimant and cost to the RTA. Traveling claimants should neither gain nor lose personal funds while conducting business for the RTA. It is the responsibility of each claimant, as well as the Executive Director, or designee, approving the expenses, to comply with the provisions of this travel policy. Any claimant making commitments for travel will be personally responsible for expenses if the commitments are not made in accordance with this policy.

Nothing contained herein shall prohibit the Board of Directors, or designee, from modifying or approving exceptions to this policy to meet the needs of a unique situation.

CONSULTANT TRAVEL

Consultants' travel expenses shall be negotiated and authorized as part of the terms of their Professional Services Agreement (PSA) with the RTA. Expenses not included in the terms of the PSA, must receive pre-approval in a written format from the Executive Director, prior to travel.

Consultants shall submit a claim for reimbursement of travel expenses on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip. Additionally, the RTA requires the Consultant to maintain detailed source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Only food purchased according to the federal per diem requirements shall be allowed. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs. The use of estimates for any travel expenses is unacceptable. Supporting documentation for all expenses contained in the invoice must be submitted with each invoice. Any additional instructions for reimbursements shall be included in the terms of the PSA.

No other portion of this travel policy shall be interpreted to apply to Consultants unless specified

in the terms of their PSA.

AUTHORIZATION

The RTA member must receive authorization from the Board of Directors to travel, and provide the RTA business purpose for the travel, the estimated cost of the travel, the travel destination(s), and dates of the trip. Any expenses related to a traveling companion of a claimant are not reimbursable by the RTA. A Director may not authorize or otherwise approve their own claims for reimbursement. Such authorizations must be made at the level of the Board of Directors.

REGISTRATION

The RTA may pre-pay or reimburse claimants for registration for RTA-related workshops, conferences and seminars. Special events and tours that are not job-related and are leisure activity are not reimbursable. The Executive Director shall be responsible for prepayment of registration costs. If the Executive Director is unable to complete timely event registration, the traveling claimant may elect to register by using a personal credit card.

TRANSPORTATION

Travel time is defined as 24 hours before and after the times in the official conference/training registration information.

Commercial Airline

The standard mode for out-of-state travel is by commercial airline. When purchasing airfare, price should be the primary consideration; however, other factors to be considered may include reasonable departure and arrival times, as well as the duration of the flight. The goal is to book flights with consideration given to travel time, convenience to the traveling claimant, and cost effectiveness without interfering with the business purpose of the travel. Traveling claimants can use the airline of their choice.

If the cost of a flight is $1,000 or more, the claimant is responsible for obtaining three quotes and the reimbursement amount will be the lowest fare from three (3) flight quotes with similar travel times, transfers, baggage fee, etc. The RTA will not reimburse claimants for added fees beyond economy coach fare to the extent a good faith effort is taken to fly coach on a primary airline, and the cost of checking one piece of luggage, if applicable. Examples of non-reimbursable fees include early boarding, better seating, obtain more leg room, etc.

Oklahoma City Ground Transportation and Parking

Transportation expenses, including private vehicle mileage to and from Will Rogers World Airport are reimbursable. Airport parking is reimbursable. A receipt is required for reimbursement of airport parking for short, or long-term parking expenses.

Private Vehicle – In State Travel

In the event an RTA owned vehicle is not available for travel within the State of Oklahoma, or circumstances dictate otherwise, a private vehicle can be used. The use of a private vehicle for traveling inside the state of Oklahoma must be approved by the Board, or designee, prior to travel. The claimant will need to track mileage and may utilize online tools to obtain mileage. Mileage reimbursement for use of a private vehicle will be paid at the current IRS rate. Mileage reimbursement claims pertaining to business related travel are to be filed in accordance with established RTA policies for vehicle mileage reimbursement (refer to the *Mileage Reimbursement* section of this policy).

Private Vehicle – Out of State Travel

Private vehicle mileage reimbursement will be paid at the current IRS rate, but only to the extent of the most economical cost for airline coach fare or mileage, whichever is less. The IRS mileage rate includes the expense of fuel. A comparison rate shall be established by obtaining an airfare quote. Taxi fare, rental cars and shuttle expenses will not be considered for the purpose of establishing the reimbursement amount. The claimant will need to track mileage and may utilize online tools to obtain mileage from their home or work to the destination.

Rental Car

The expense of a rental car for a claimant when out of town on behalf of the RTA, may be reimbursed only if written justification is provided by the claimant and approved by Executive Director, or designee, prior to travel. Automobile rental is not at the discretion of the traveling claimant and must be a necessary and cost-effective mode of transportation for the benefit of the RTA. Claimants must submit the rental agreement, receipt and the written justification, approved by the Board as part of the claim for reimbursement.

Rail Service

The claimant may choose the option of using rail service based upon the most economical mode of travel in comparison to air travel. The justification must be documented by including a quote for the lowest and best economy coach airfare. Visit the rail service website to obtain quote(s) for commercial rail service.

LODGING

If a hotel requires a credit card number to be on file to cover incidental expenses such as telephone calls, room service, Internet, mini bar etc., the credit card should belong to the traveling claimant. The hotel receipt must indicate the payment method and show the balance was paid. Only room fees and taxes are paid by the RTA.

Most hotels provide free internet. Claimants may be reimbursed for work-related internet usage charges. These charges should be separately identified on the original itemized hotel receipt.

Many conferences offer a list of hotels with special pricing. Traveling claimants are encouraged

to choose the most economically priced hotel possible. Three (3) separate hotel quotes are required unless the conference is at a hotel or conference center and hotel facility, then only that quote is required.

MEALS

Complimentary free continental breakfasts provided by the hotel cannot be claimed as an expense. Meal(s) will not be reimbursed unless overnight stay is required or long enough that a claimant needs to stop for sleep or rest to properly perform their job duties. Meal(s) included in the cost of registration will not be reimbursed to claimant, except for continental breakfasts or special dietary needs. Meal expenses should include reasonable tips (no more than 20% tip). Alcoholic beverages are not reimbursable. Reimbursement will be made for the actual amount claimed up to the federal per diem rate as published by the General Services Administration (GSA) recommended by the IRS. The maximum allowable will be the Meals and Incidental Expenses (ME&I) rate of the GSA. The GSA per diem rates can be located by going to www.gsa.gov.

MISCELLANEOUS EXPENSE INFORMATION

The RTA will not reimburse for personal items, services, or entertainment, including but not limited to, toiletries, medicine, clothing, grooming, laundry, dry cleaning, movies, snacks or alcoholic beverages. Receipts are not required for reasonable tips, shuttle/bus/taxicab fare, or business telephone calls.

FOREIGN TRAVEL

In the event of foreign travel, the claimant is responsible for providing documentation from a bank, financial institution, or Internet of the currency exchange rate in effect at the time of exchange. The exchange rate information must be obtained during the dates of the travel.

The RTA will not reimburse the Goods and Services Tax (GST) or any other foreign tax that may be refunded to the claimant. The claimant is responsible for submitting a claim to the appropriate country for any tax refund.

MILEAGE REIMBURSEMENT

A “mileage reimbursement only” claim for a one-time event or a special circumstance may be submitted by providing written notification to the Executive Director, or designee, explaining the public purpose of the reimbursement. The written notification should include the RTA related event, the purpose, and the total amount of mileage claimed. The claimant will be reimbursed for mileage at current IRS rates as found at www.gsa.gov.

CANCELLATIONS

If registration, lodging and/or transportation has been prepaid by the RTA and the claimant is unable to complete the intended travel, the claimant is required to follow-up on the cancellation policy of the sponsoring organization and lodging site. All possible means are to be explored to obtain refunds, partial refunds, or options for substituting another RTA member.

The claimant must provide written justification, which is approved by the Executive Director, or

designee, to explain the reason for the inability to travel as previously arranged.

REFUNDS

The claimant has the responsibility for the oversight and administration of seeking refunds to the RTA. Any RTA refunds obtained due to cancellations or overpayments must be deposited with the RTA.

ONE Transit Agenda
Item No.8
10/21/2026

MEMORANDUM

TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider adopting a resolution waiving formal competitive bidding under Section 3.5 of the Regional Transportation Authority of Central Oklahoma Procurement Procedures and consider approving the Professional Services Agreement with DJM2 Consultancy LLC for a one-year period ending October 20, 2027, cost not to exceed $50,000.

BACKGROUND: ONE Transit support staff is seeking a Professional Services Agreement for advisory services related to specialized expertise in delivering counsel and support related to the requirements, administration, and associated burdens of any access, engineering, or operating agreements offered by BNSF to ONE Transit for the provision of commuter rail service. The Interim Executive Director is requesting the ONE Transit Board approve a resolution waiving formal competitive bidding pursuant to Section 3.5, Section C of the Regional Transportation Authority of Central Oklahoma Procurement Procedures regarding Substantial Duplication of Costs.

DJM2 Consultancy LLC was previously a subcontractor to Holmes and Associates. ONE Transit no longer has a contractual agreement with Holmes and Associates. ONE Transit finds that retaining DJM2 Consultancy LLC for specialized expertise promotes operational continuity, efficiency, and cost effectiveness, as engaging a different provider would require duplicative onboarding, additional administrative coordination, and would result in burdensome and substantial duplication of costs associated with re-establishing program familiarity and continuity of services. ONE Transit support staff have successfully negotiated an agreeable contract with DJM2Consultancy LLC for a one-year period ending October 20, 2027, cost not to exceed $50,000.

RECOMMENDATION: Approve the Professional Services Agreement

Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "**Agreement**") is entered into by and between DJM2 Consultancy LLC (hereinafter referred to as "**Services Provider**"), and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" or "Contracting Entity",** a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the "Parties".

WITNESSETH:

WHEREAS, the **Contracting Entity** has waived formal competitive bidding pursuant to Section 3.5, Section C of the Regional Transportation Authority Procurement Procedures regarding Substantial Duplication of Costs; and

WHEREAS, the Contracting Entity has determined that continuation of services with the existing Service Provider is in its best interest because the Service Provider has already been performing such services as a subcontractor for another firm doing business with the Contracting Entity and, through that role, has developed established institutional knowledge of the Contracting Entity's operations, communication objectives, and ongoing initiatives; and

WHEREAS, the Contracting Entity further finds that retaining the Service Provider promotes operational continuity, efficiency, and cost effectiveness, as engaging a different provider would require duplicative onboarding, additional administrative coordination, and would result in burdensome and substantial duplication of costs associated with reestablishing program familiarity and continuity of services.

WHEREAS, the **Services Provider** has represented that it possesses specialized expertise in delivering counsel and support related to the requirements, administration, and associated burdens of any access, engineering, or operating agreements offered by BNSF to ONE Transit for the provision of commuter rail service; and in furtherance of that expertise, the Service Provider will (i) review and advise on such agreements; (ii) identify essential business processes needed for both near-term and long-term readiness for service start-up; (iii) provide guidance on organizational structure, staffing, and the execution of responsibilities necessary for implementing and managing ONE Transit's proposed commuter rail service; and (iv) offer strategic counsel on key aspects of commuter rail service—including safety, infrastructure alignment, long-term reliability, service competitiveness, rider certainty, service integration, and methods to support or induce ridership demand — all of which are required to assist ONE Transit in advancing the planning and implementation activities requested by the **Contracting Entity**; and

WHEREAS, **Contracting Entity** retains the **Services Provider** to provide professional services as an independent contractor; and

WHEREAS, the **Services Provider** agrees to provide **Contracting Entity** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Contracting Entity** services, solutions and deliverables that meet all the purposes and functionality requested or described in the Scope of Services and in this **Agreement**.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the **Contracting Entity** and **Services Provider** hereby mutually agree as follows:

1. THE PROFESSIONAL SERVICES AGREEMENT

A. ***Performance.*** Subject to the terms and conditions of this Professional Services Agreement, Contracting Entity retains Services Provider, an independent contractor, to provide Contracting Entity all services, in accordance with the standards exercised by experts in the field, necessary to provide the Contracting Entity services, solutions, and deliverables that meet all the purposes and functionality requested or described in this Professional Services Agreement.

2. ENTIRE AGREEMENT

A. This Professional Services Agreement, and Attachments constitute the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Professional Services Agreement.

B. ***Counterparts.*** This Agreement may be executed in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

C. ***Validity.*** The invalidity or unenforceability of any provision of this Professional Services Agreement shall not affect the validity or enforceability of any other provisions of the same, which other provisions shall remain in full force and effect.

3. ORDER OF PRECEDENCE

A. ***Attachments.*** If there is a conflict in language, terms, conditions, or provisions, in this Agreement or in any Attachment herein, then the text of this Agreement, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

i. Attachment “A” (“Scope of Services and Deliverables”)
ii. Attachment “B” (“List of Services, Pricing and Pricing Schedule”)
iii. Attachment “C” (“Insurance and Acord Form”)
iv. Attachment “D” (“Effective Date, Renewal Options, and Amendments”)

v. Attachment "E" ("RTA Travel Policy")

4. NOTICES

A. ***Notice to Contracting Entity.*** Any notice, request, demand or other communication required or permitted must be in writing and must be delivered by notice to:

The Regional Transportation Authority of Central Oklahoma dba ONE Transit
Attn: Procurement
2000 S May Ave
Oklahoma City, OK 73108

B. ***Notice to Services Provider.*** All notices will be sent to:

DJM2 Consultancy LLC
Attn: DJ Mitchell
409 Brazil Dr
Hurst, TX, 76054

C. Services Provider is solely responsible for the actions, non-action, omissions, and performance of Services Provider's employees, agents, contractors, and subcontractors (herein collectively included in the term "Service Provider's Project Team") and to ensure:

i. the timely provision of the Project and timely performance of the Scope of Services and Deliverables in Attachments "A".

D. Services Provider will be solely responsible to ensure the Services Provider's Project Team fully understands the Project, the Scope of Services, the Services, Products, Solutions, and Deliverables, the Project Schedule for performance, and the Contracting Entity's goals and the purposes and functions to be provided. Services Provider will be solely responsible to ensure the Services Provider's Project Team is adequately trained, instructed, and managed so that Services Provider timely provides the Project and satisfies Services Provider's obligations under this Professional Services Agreement.

E. Services Provider may not change the Services Provider's Project Team as set forth on Attachment "E" without the prior written consent of the Contracting Entity's Contract Administrator or designee.

5. NO EXTRA CLAIMS

A. No claims for extra service, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the Contracting Entity unless such services, solution, or deliverable is first requested and approved in writing by the Contracting Entity through an Amendment to the Professional Services Agreement.

6. INDEPENDENT CONTRACTOR STATUS

A. The Parties hereby acknowledge and covenant that:

1. Services Provider is an independent contractor and will act exclusively as an independent contractor. Services Provider is not an agent or employee of the Contracting Entity in performing this Professional Services Agreement.
2. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

B. The Contracting Entity will not pay or withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Services Provider as Services Provider is an independent contractor and the members of its Services Provider's Project Team are not employees of the Contracting Entity. Any such taxes and compensation, if due, are solely the responsibilities of Services Provider and will not be charged to the Contracting Entity.

C. Services Provider acknowledges that as an independent contractor it and its Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by the Contracting Entity for its Project Team or employees.

7. INSURANCE

A. See Attachment "C" ("Insurance and Acord Form").

8. COMPENSATION

A. See Attachment "B" ("List of Services, Products, Solutions and Deliverables").

B. The Contracting Entity and Services Provider acknowledge that the compensation to be paid pursuant to this Professional Services Agreement has been established at an amount reasonable for the availability and services, products, solutions, and deliverables of Services Provider and Services Provider's Project Team.

C. All payments to Services Provider pursuant to this Professional Services Agreement shall be due and payable in the State of Oklahoma, even if services of Services Provider are performed outside the State of Oklahoma.

9. TERMINATION AND STOP WORK

A. This Professional Services Agreement shall terminate when the Project is completed and accepted as provided herein unless terminated by convenience or with cause.

B. The Contracting Entity's Contract Administrator is hereby authorized to issue notices of termination or suspension on behalf of the Contracting Entity. This Professional Services Agreement can be terminated, with or without cause, upon written notice, at the option of The Contracting Entity.

C. ***Termination for Convenience.*** Upon receipt of a notice of termination for the convenience from the Contracting Entity, Services Provider shall:

i. Immediately discontinue all services and activities, unless the notice directs otherwise.

ii. Upon payment for products, solutions, services, or deliverables fully performed and accepted, Services Provider shall deliver to the Contracting Entity and the Contracting Entity shall own all work, products, solutions, deliverables, documents, data, drawings, specifications, reports, calculations, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Professional Services Agreement, whether same are complete or incomplete, unless the notice directs otherwise.

ii. The Contracting Entity shall pay Services Provider for completed services after receipt of properly documented and completed invoices, up to the time of the notice of termination for convenience, in accordance with the terms, limits and conditions of this Professional Services Agreement and as further limited by the "not to exceed" amounts set out in this Professional Services Agreement. Thereafter, the Contracting Entity shall have no further liability under this Professional Services Agreement to Services Provider and Services Provider shall have no further obligations to the Contracting Entity.

iii. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement.

D. ***Termination for Cause.*** Upon notice of termination for cause from the Contracting Entity:

i. Services Provider shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and Services Provider shall release and waive any interest in any such payments and any retainage.

ii. The Contracting Entity may hold any outstanding payments for prior completed services, products, solutions, deliverables, costs and/or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the Contracting Entity by reason of Services Provider's breach and/or other cause. Provided, however, upon notice of termination for cause, Services Provider shall deliver to the Contracting Entity all Services, products, solutions and deliverables

also including, but limited to, all documents, data, drawings, specifications, reports, calculations, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Professional Services Agreement, whether complete or incomplete, unless the notice directs otherwise.

iii. The rights and remedies of the Contracting Entity provided in this paragraph are in addition to any other rights and remedies provided in equity, by law, or under this Professional Services Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement.

E. ***Stop Work.*** Upon notice to Services Provider, the Contracting Entity may issue a stop work order(s) suspending any services, performances, work, products, deliverables, or solutions under this Professional Services Agreement.

i. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement. In the event the Contracting Entity issues a stop work order to Services Provider, the Contracting Entity will provide a copy of such stop work order to Services Provider.

ii. Upon receipt of a stop work order issued by the Contracting Entity, Services Provider shall suspend all work, services and activities except such work, services, and activities expressly directed by the Contracting Entity in the stop work order.

iii. Upon notice to Services Provider, this Professional Services Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the Contracting Entity, without cause and without cost to Contracting Entity; provided however, Services Provider shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

iv. The Contracting Entity's Contract Administrator is hereby authorized to issue a stop work order(s) on behalf of the Contracting Entity.

10. TAXES AND FEES

A. The Services Provider shall pay all applicable taxes, charges, and fees charged by a governmental entity and on its behalf. The Services Provider will obtain all applicable permits, licenses, patents, copyrights, permissions and

authorization to provide services, solutions and deliverables at Service Providers cost expense.

11. PATENTS AND LICENSES

A. Services Provider shall obtain all patents, permits, licenses and any other permissions required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the Contracting Entity.

B. Upon request, the Services Provider shall provide the Contracting Entity with reports or proof of compliance. This includes, but is not limited to, documentation of permits, license, training efforts, and any relevant certifications. The Services Provider shall maintain accurate records of its compliance efforts and make such records available for inspection by the Contracting Entity.

C. To the extent that the Services Provider has infringed on any patent, copyright, license or illegally transferred a patent or license related to all services, products, solutions or deliverables provided to the Contracting Entity, the Services Provider agrees to indemnify and hold harmless the Contracting Entity, also including any of Contracting Entity's employees, the purchasing agent and assistants from all costs, damages, expenses, suits and actions of every nature and description brought because of, or for the use of, patented, copyright protected, or licensed appliances, products, or processes or violation of or failure to obtain such permission, license, copyright, or patent permission or right.

D. The Services Provider shall pay for and provide all licenses, copyright, royalties, fees and charges which are legal and equitable and evidence of such payment or satisfaction must be submitted by Services Provider upon request of the Contracting Entity, as a necessary requirement in connection with the execution and performance of any Professional Services Agreement in which patented, copyrighted or licensed appliances, solutions, deliverables, services, products, or processes are to be used and to transfer such rights and licenses to the Contracting Entity. All such costs and expenses must be included in the compensation in Attachment "B". Any cost or expense not expressly included in Attachment "B" shall be deemed incidental and included in other compensation.

E. The Services Provider shall be responsible for paying all the Contracting Entity's legal costs and fees incurred by any such action related to the failure of Services Provider to provide necessary permissions, rights, patents, copyrights and licenses.

12. WARRANTIES

A. Services Provider warrants that all services, products, solutions and deliverables performed or provided under this Professional Services Agreement shall be performed consistent with generally prevailing professional standards and expertise. Services Provider shall maintain during this Professional Services Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. Services Provider agrees to require all members of the Services Provider's Project Team and any contractor or subcontractor to provide all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of Services Provider.

B. Contracting Entity's initial remedy for any breach of the above warranty shall be to permit Services Provider one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to Contracting Entity within thirty (30) calendar days. If Services Provider cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this Professional Services Agreement within thirty (30) calendar days of the original performance date, or the date of discovery of the breach, the Contracting Entity shall be entitled to recover any and all fees and compensation paid to the Services Provider and any costs or damages included by the Contracting Entity.

C. Should the Contracting Entity so determine it to be in its best interest, any fees paid to Services Provider for previous payments, including, but not limited to, services, products, solutions, and deliverables shall be reimbursed or repaid to Contracting Entity within thirty (30) days of a demand by the Contracting Entity. Should Services Provider fail to reimburse the Contracting Entity within thirty (30) calendar days of demand, the Contracting Entity shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

D. The Services Provider also acknowledges and agrees to provide all express and implied warrants required or provided for by Oklahoma statutory and case law. These warranties are in addition to other warranties provided in or applicable to this Professional Services Agreement and may not be waived by any other provision, expressed or implied, in this Professional Services Agreement or in any Attachment hereto.

13. INDEMNIFICATION

A. Services Provider assumes all risks incident to or in connection with its full and timely performance of this Professional Services Agreement. Services

Provider shall indemnify, defend, and hold harmless Contracting Entity from all costs, expenses, damages, losses, and injuries of whatever nature or kind to property to the Contracting Entity arising, directly or indirectly, out of the acts and/or omissions of Services Provider and any person or entity for which Services Provider is legally liable, including but not limited to its Project Team, employees, agents, contractors, and subcontractors. Services Provider shall indemnify, defend, and hold harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to such acts or omissions.

B. The Services Provider is an independent contractor. The Services Provider and its Project Team, agents and employees are not agents or employees of the Contracting Entity, and the Contracting Entity shall not be liable for their acts or omissions.

14. CONFIDENTIALITY

A. Services Provider acknowledges that in the course of training and providing other products, solutions, services, or deliverables, Contracting Entity may provide Services Provider with access to information of a confidential and proprietary nature including but not limited to: information relating to Contracting Entity's employees, customers, marketing strategies, business processes and strategies, security systems, data and technology.

B. Services Provider agrees that during the time this Professional Services Agreement is in effect, and thereafter, neither Services Provider nor Services Provider's Project Team, employees, agents, contractors, and subcontractors, without the prior written consent of Contracting Entity, shall disclose to any person, other than another member of Contracting Entity's Administrative Team or the Services Provider's Contract Administrator, any information obtained by Services Provider from or through the Contracting Entity.

C. Services Provider will require and maintain adequate confidentiality agreements with its Project Team, employees, agents, contractors, and subcontractors.

15. NO WAIVER

A. No delay or failure by either party in exercising any right, power, or remedy under this Professional Services Agreement shall operate as a waiver of any such right, power, or remedy. No waiver of any provision of this Professional Services Agreement shall be effective unless made in writing and signed by the party waiving such provision. A waiver of any breach or default under this Professional Services Agreement shall not be construed as a waiver of any subsequent breach or default, whether of the same or a different nature.

16. NO ASSIGNMENT

A. This Professional Services Agreement may not be assigned unless approved in writing and signed by both parties.

17. COMPLIANCE WITH APPLICABLE LAWS

A. Services Provider shall comply with all applicable federal, state, local laws, ordinances and regulations, also including Title VI of the Civil Rights Act of 1964 and all provisions of 42 U.S.C. §§ 2000d, et seq relating to the performance of services, products, solutions and deliverables.

B. Services Provider is by law deemed to know the law and its application to Contracting Entity, agreements and transactions with the Contracting Entity.

18. VENUE AND GOVERNING LAW

A. This Professional Services Agreement shall be governed by the laws of the State of Oklahoma and the Parties agree that the venue for any dispute will only be a state or federal court in Oklahoma County, Oklahoma.

19. TIME IS OF THE ESSENCE

A. Both the Contracting Entity and Services Provider expressly agree that time is of the essence with respect to this Professional Services Agreement, and the time for performance of each task and milestone shall be made a part of this Professional Services Agreement and shall be strictly observed and enforced. Any failure on the part of the Contracting Entity to timely object to the time of performance shall not waive any right of the Contracting Entity to object at a later time.

20. DESCRIPTIVE HEADINGS

A. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Professional Services Agreement.

21. NON-DISCRIMINATION STATEMENT

A. The Services Provider agrees, in connection with the performance of work under this Professional Services Agreement:

   i. That the Services Provider will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry, disability and any class protected pursuant to federal and/or state law. The Services Provider shall take action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry, disability or any other federally protected or state-protected class. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other

forms of compensation and selection for training, including apprenticeship.

ii. The Services Provider agrees to post, in a conspicuous place available to employees and applicants for employment a copy of this Non-Discrimination Statement and that the Services Provider agrees to include a copy of this non-discrimination requirement in any subcontracts connected with the performance of this Professional Services Agreement.

iii. In the event of the Services Provider's non-compliance with the above non-discrimination requirement, this Professional Services Agreement may be canceled or terminated by the Contracting Entity. The Services Provider may be declared by the Contracting Entity ineligible for further Professional Services Agreement[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Services Provider.

22. NON-COLLUSION STATEMENT

A. I certify that:

i. I am authorized to represent the Services Provider and confirm no collusion or improper conduct occurred regarding this Professional Services Agreement or acquisition.

ii. I am fully aware of all facts related to this Professional Services Agreement and have been directly involved in its preparation.

iii. Neither the business entity that I represent nor anyone under its control has:

a. Engaged in collusion to restrict competition or fix bids;

b. Colluded with state officials or employees regarding contract terms; or

c. Exchanged money or favors for special consideration in the prospective contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the business entity represents nor anyone subject to the business entity's direction or control, has or will pay, give, or donate money or anything of value, directly or indirectly, to any state officer or employee to procure this contract.

23. OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

A. All "records", as defined by the Oklahoma Open Records Act, 51 O.S. § 24A.1, *et seq*. (the "Act"), which are in connection with the transaction of public business, the expenditure of public funds, or the administration of public property, and that are in the custody, control, or possession of public officials, public bodies, or their representatives, are potentially subject to inspection, copying, and/or

mechanical reproduction. The purpose of the Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Except where state or federal statutes create a specific exemption or confidential privilege, persons and entities who submit information to public bodies have no right to keep the record from public access nor have a reasonable expectation that the record will be kept from public access.

B. If Services Provider believes that a record is exempt or confidential under a specific Oklahoma or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, Services Provider must comply with the following:
    i. Place said portion of the submission in a separate electronic file attachment marked "Confidential." DO NOT label the entire record "Confidential." Label only those records, or portions thereof, that are expressly protected from disclosure by Oklahoma or federal law. For each portion of the record for which an exemption or a confidential privilege is claimed, Services Provider must clearly identify on that record at the time of submittal a copy of a court order ruling the record is not subject to release under federal or Oklahoma law, or the specific federal and/or Oklahoma law that created said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, et seq.
C. Failure to clearly identify the record or any part of the record as "Confidential" will be interpreted as the record NOT being exempt from the Act and therefore subject to public access. Should an Open Records request be presented for a record identified as "Confidential," Services Provider will be responsible for timely justifying the confidentiality claim and attaining protection from a court of competent jurisdiction, state or federal, in Oklahoma County, Oklahoma. Services Provider will be notified upon receipt of an Open Records Request to access the records identified as "Confidential in accordance with this policy." It is Services Provider's responsibility to timely initiate an action in a court of competent jurisdiction to enforce Services Provider's rights. The requested records will be released if Services Provider fails to timely bring an action to enforce your rights within seven (7) calendar days of notice. Services Provider must provide ONE Transit from which the record has been requested notice of that action. By your submission of records, Services Provider is granting the rights stated herein.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

DJM2 Consultancy, LLC
Services Provider's Name

Mr. DJ Mitchell — President
Print Name of Services Provider's Authorized Officer or Agent — Title


30 Sept 2026
Signature of Services Provider's Authorized Officer or Agent — Date

409 Brazil Dr.	Hurst	Tx	76054
Services Provider's Address	City	State	Zip Code

817 581 4916	mitchell.dj1948@gmail.com
Services Provider's Telephone Number	Email

APPROVED and **EXECUTED** by The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, on this 21st day of October 2026.

ATTEST:

Secretary

ONE TRANSIT

Chairman

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA OFFICIAL SEAL OKLAHOMA

REVIEWED for form and legality.

Assistant Municipal Counselor

Attachments

The following Attachments are incorporated by reference into this Professional Services Agreement by and between the Contracting Entity and Services Provider and shall have priority and precedence.

The Attachments include:

Attachment "A" ("Scope of Services and Deliverables")

Attachment "B" ("Invoices, Pricing, and Travel")

Attachment "C" ("Insurance and Acord Form")

Attachment "D" ("Effective Date, Renewal Options, and Amendments")

Attachment "E" ("RTA Travel Policy")

Attachment "A"
("Scope of Services and Deliverables")

SCOPE OF SERVICES

ONE Transit requires expert guidance to evaluate and navigate the requirements associated with potential access, engineering, and operating agreements; to establish effective business processes for both short-term preparation and long-term operations; to strengthen internal organizational readiness; and to address core questions related to safety, reliability, competitiveness, rider experience, and service integration. This expertise will help ensure informed decision-making, productive stakeholder engagement, and the successful foundation of a commuter rail service that meets the needs of the community.

1. Review and provide counsel regarding the requirements, administration and burden of any access, engineering or operating agreement BNSF offers One Transit related to the provision of commuter rail service.
2. Identify possible One Transit business processes that ought to be in place in the longer and nearer-term run up to service start-up.
3. Provide counsel regarding the organization of staff and the execution of responsibilities associated with the implementation and management of One Transit's proposed commuter rail service, complementing several of Yasmin's skills and experience.
4. Provide counsel regarding key aspects of the provision of commuter rail service, including the collaborative answering of questions like:
    a. Is the service safe and what is done to make it so initially and over the long term?
    b. Is the rail infrastructure aligned with the train plan now and into the future?
    c. Is the service reliable and what will be done to make it so initially and over the long term?
    d. Is the service competitive in the marketplace from a transit time, ride quality, and passenger comfort perspective and how do we make it so initially and over the long term?
    e. How do we give the rider certainty from the planning to the completion of his or her trip?
    f. How is the service integrated with other services to provide a seamless trip from beginning to end?
    g. How can ridership demand be induced?

DELIVERABLES

1. Access and review Engineering and Operating Agreements and provide:
    - A written assessment outlining the requirements, administrative obligations, and operational burdens associated with any access, engineering, or operating agreement offered by BNSF to ONE Transit.
    - Advisory recommendations to support ONE Transit's decision-making related to commuter rail service agreements.
2. Assist and participate in developing a Business Process Readiness plan, including:

- The identification and documentation of business processes ONE Transit must establish for both near-term preparation and long-term operational readiness.
- A process readiness roadmap that highlights critical tasks, timelines, and organizational dependencies leading up to service launch.

3. Provide guidance regarding organizational Structure and Staffing Guidance, including:
    - Recommendations for the optimal organization of staff needed to implement and manage the proposed commuter rail service.
    - A guidance document describing roles, responsibilities, and workflow alignment, complementing existing internal expertise.
4. Assist in the preparation of a Commuter Rail Service Advisory Report, including:
    - A comprehensive advisory report addressing key aspects of commuter rail service, including safety, infrastructure alignment, reliability, competitiveness, rider experience, and service integration.
    - Collaborative responses to core strategic questions, including:
        - Safety of the service and strategies for ensuring long-term operational safety.
        - Alignment of rail infrastructure with the proposed train plan now and in the future.
        - Reliability expectations and measures to achieve consistent service delivery.
        - Competitiveness of the service related to transit time, ride quality, and passenger comfort, with strategies for continuous improvement.
        - Methods to provide passenger certainty throughout trip planning and completion.
        - Integration approaches to ensure seamless connectivity with other transportation services.
        - Recommendations for inducing ridership demand.

Attachment "B"
("Invoices, Pricing and Travel ")

INVOICES

a. The Services Provider shall submit invoices to ONE Transit on a monthly basis for payment in a form specified or approved by ONE Transit. Such invoices must be received by ONE Transit no later than the tenth (10^{th}) calendar day of each month. Any invoices received after the tenth (10^{th}) calendar day of the month will be processed in the following period. The amount invoiced shall cover Services and Deliverables incurred by Services Provider during the preceding accounting Period.
b. Supporting documentation for all services and Deliverables contained in an invoice will be submitted with each invoice.
c. ONE Transit shall have the right to disapprove specific elements of any invoice. ONE Transit will provide, in writing, such disapproval to Services Provider within twenty (20) calendar days of invoice submittal. Approval by ONE Transit shall not be unreasonably withheld.
d. ONE Transit will pay Consultant the undisputed amount of an invoice within thirty (30) calendar days after the receipt of a valid, complete, and properly documented invoice.
e. ONE Transit will submit payment for invoices to:
   DJM2 Consultancy LLC
   Attn: DJ Mitchell
   409 Brazil Dr
   Hurst, TX, 76054

The total compensation payable by ONE Transit under this Agreement shall **not exceed fifty thousand dollars ($50,000)** for the initial term of the Agreement. For each renewal period, the total compensation payable shall likewise **not exceed fifty thousand dollars ($50,000)** unless amended in writing and approved in accordance with ONE Transit procurement and contracting requirements.

PRICING

The services provided by the Service Provider under Attachment "A" of this agreement shall be billed at a rate of three hundred ($300) dollars an hour.

TRAVEL

1) All travel done by the Service Provider under this agreement must abide by the RTA Travel Policy Attachment E.

Attachment "C"
("Insurance and Acord Form")

1. Prior to approval of this Professional Services Agreement, the Services Provider shall obtain insurance coverage as provided below. The Services Provider must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required, and endorsement pages shall be provided to the Contracting Entity on a timely basis if requested by the Contracting Entity.

2. **INSURANCE REQUIREMENTS**

   A. The following insurance requirements are applicable and must be obtained prior to contract award. If the Scope of Work includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity here in the Special Provisions.

      i. Worker's Compensation & Employer's Liability Insurance: Services Provider shall carry Worker's Compensation Insurance in amounts prescribed by the laws of the State of Oklahoma, if any. If Services Provider is exempt from compliance with Oklahoma's worker's compensation requirements, Services Provider shall provide a certificate (Affidavit of Exempt Status Under the Administrative Worker's Compensation Act) from the Workers' Compensation Commission indicating such exemption.

      ii. General Liability Insurance: Services Provider shall carry a general liability insurance policy to protect the Services Provider and the Contracting Entity shall be an Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Services Provider under the Professional Services Agreement, whether such activities, omissions, and operations be by the Services Provider, its subcontractor, or by any one employed by or acting for the benefit of the Services Provider in conjunction with this Professional Services Agreement. The general liability policy shall have at a minimum, the following coverage amounts:

         1. Property Damage Liability - Limits shall be carried in the amount of not less than twenty- five thousand dollars ($25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.
         2. All Other Liability - In the amount not less than one hundred seventy-five thousand dollars ($175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.
         3. General Aggregate Limit- In an amount not less than one million dollars ($1,000,000) for any number of claims arising out of a single act, occurrence or accident.

      iii. Automobile Liability Insurance: The Services Provider shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-

owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this Professional Services Agreement.

B. All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to ONE Transit. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
C. The Contracting Entity shall be furnished with a Certificate of Insurance evidencing all the above-referenced requirements before a Professional Services Agreement award.
D. All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims made" form, the Services Provider shall also provide tail coverage that extends a minimum of two years from the expiration of the Professional Services Agreement.
E. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding $25,000.
F. Services Provider or Services Provider's insurance company must provide Contracting Entity at least thirty (30) days' prior written notice of any cancellation or material coverage change in their policies.
G. Unless otherwise approved by the Contracting Entity prior to a Professional Services Agreement award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Services Provider's self-insured retention.

3. ACORD FORM

A. The Services Provider shall maintain insurance throughout the entire term of the Professional Services Agreement.
B. The Contracting Entity to this Professional Services Agreement, whether named herein or by reference only, shall be named as additional insured on the Services Provider's insurance policies, except Worker's Compensation and Employer's Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured.
    i. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Professional Services Agreement and will be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity's additional insured status prior to contract award.
C. The policy description shall state the following:
    i. "Additional insured(s) on the listed policies are those required in the contract." [The Regional Transportation Authority of Central Oklahoma dba ONE Transit].

Attachment "D"
("Effective Period, Renewal Option, and Amendments")

1. **Effective Period.**
   - **A.** The Professional Services Agreement shall become effective upon execution by the last party and Services Provider shall commence performance.
   - B. The term of the Agreement shall be for one (1) year.

2. **Renewal Option.** If the Contracting Entity wishes to renew this Professional Services Agreement, a renewal notice will be sent to the Services Provider prior to the expiration date of the Professional Services Agreement.
   - A. Upon Services Provider's receipt of the renewal notice, Services Provider shall, if desired, submit written agreement to renew this Professional Services Agreement.
   - B. The issuance of a written renewal notice does not bind the Contracting Entity to renew until renewal is approved by the Contracting Entity.
   - C. This Agreement has three (3) 1-year renewal options.

3. **Amendments.** This Professional Services Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written Amendment executed by each of the parties hereto.

Attachment "E"

("RTA Travel Policy")

(See attached)

RTA

Regional Transportation Authority of Central Oklahoma

Travel Policy



This manual addresses the policies for travel expenditures and reimbursements for travel related expenses.

The Travel Policy is hereby APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Chairperson, this 17th day of March 2021.

ATTEST:

Mary Mélon, Secretary

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

Brad Henry, Chair

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA OFFICIAL SEAL OKLAHOMA

Reviewed for form and legality.

Hailey Rawson, Assistant Municipal Counselor

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INTRODUCTION

The Regional Transportation Authority of Central Oklahoma ("RTA") is a public trust funded in part by the taxpaying residents of Del City, Edmond, Midwest City, Moore, Norman, and the City of Oklahoma City. As such, all expense records, regardless of fund source, are open to the public under the Federal and State Freedom of Information Act. Business travel is first and foremost intended to achieve the RTA's goal. All trips must support the mission of the RTA, receive the appropriate approvals, and be carefully planned to ensure that expenditures are necessary, prudent, and as economical as possible. Directors and staff travelling on behalf of RTA business have the responsibility to act prudently and to only incur travel expenses which are necessary, reasonable, appropriate, and in compliance with the RTA's policies related to travel and business expenses.

This policy pertains to the reimbursement of business-related travel expenses incurred while traveling away from home for a period substantially longer than an ordinary workday and is reasonable to sleep or rest. It is designed to govern reimbursements and/or prepayment of conferences, seminars, training sessions, business meetings, and other beneficial situations where common expenses are incurred for transportation, registration, lodging, and meals. Incidental travel expenses are subject to approval. Traveling members of the RTA, through administrative support personnel, must obtain all quotes, complete related forms, and submit travel paperwork with all required approvals.

All modes of travel, lodging, and meals should be selected with consideration given to minimizing the loss of time to the traveling claimant and cost to the RTA. Traveling claimants should neither gain nor lose personal funds while conducting business for the RTA. It is the responsibility of each claimant, as well as the Executive Director, or designee, approving the expenses, to comply with the provisions of this travel policy. Any claimant making commitments for travel will be personally responsible for expenses if the commitments are not made in accordance with this policy.

Nothing contained herein shall prohibit the Board of Directors, or designee, from modifying or approving exceptions to this policy to meet the needs of a unique situation.

CONSULTANT TRAVEL

Consultants' travel expenses shall be negotiated and authorized as part of the terms of their Professional Services Agreement (PSA) with the RTA. Expenses not included in the terms of the PSA, must receive pre-approval in a written format from the Executive Director, prior to travel.

Consultants shall submit a claim for reimbursement of travel expenses on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip. Additionally, the RTA requires the Consultant to maintain detailed source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Only food purchased according to the federal per diem requirements shall be allowed. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs. The use of estimates for any travel expenses is unacceptable. Supporting documentation for all expenses contained in the invoice must be submitted with each invoice. Any additional instructions for reimbursements shall be included in the terms of the PSA.

No other portion of this travel policy shall be interpreted to apply to Consultants unless specified

in the terms of their PSA.

AUTHORIZATION

The RTA member must receive authorization from the Board of Directors to travel, and provide the RTA business purpose for the travel, the estimated cost of the travel, the travel destination(s), and dates of the trip. Any expenses related to a traveling companion of a claimant are not reimbursable by the RTA. A Director may not authorize or otherwise approve their own claims for reimbursement. Such authorizations must be made at the level of the Board of Directors.

REGISTRATION

The RTA may pre-pay or reimburse claimants for registration for RTA-related workshops, conferences and seminars. Special events and tours that are not job-related and are leisure activity are not reimbursable. The Executive Director shall be responsible for prepayment of registration costs. If the Executive Director is unable to complete timely event registration, the traveling claimant may elect to register by using a personal credit card.

TRANSPORTATION

Travel time is defined as 24 hours before and after the times in the official conference/training registration information.

Commercial Airline

The standard mode for out-of-state travel is by commercial airline. When purchasing airfare, price should be the primary consideration; however, other factors to be considered may include reasonable departure and arrival times, as well as the duration of the flight. The goal is to book flights with consideration given to travel time, convenience to the traveling claimant, and cost effectiveness without interfering with the business purpose of the travel. Traveling claimants can use the airline of their choice.

If the cost of a flight is $1,000 or more, the claimant is responsible for obtaining three quotes and the reimbursement amount will be the lowest fare from three (3) flight quotes with similar travel times, transfers, baggage fee, etc. The RTA will not reimburse claimants for added fees beyond economy coach fare to the extent a good faith effort is taken to fly coach on a primary airline, and the cost of checking one piece of luggage, if applicable. Examples of non-reimbursable fees include early boarding, better seating, obtain more leg room, etc.

Oklahoma City Ground Transportation and Parking

Transportation expenses, including private vehicle mileage to and from Will Rogers World Airport are reimbursable. Airport parking is reimbursable. A receipt is required for reimbursement of airport parking for short, or long-term parking expenses.

Private Vehicle – In State Travel

In the event an RTA owned vehicle is not available for travel within the State of Oklahoma, or circumstances dictate otherwise, a private vehicle can be used. The use of a private vehicle for traveling inside the state of Oklahoma must be approved by the Board, or designee, prior to travel. The claimant will need to track mileage and may utilize online tools to obtain mileage. Mileage reimbursement for use of a private vehicle will be paid at the current IRS rate. Mileage reimbursement claims pertaining to business related travel are to be filed in accordance with established RTA policies for vehicle mileage reimbursement (refer to the *Mileage Reimbursement* section of this policy).

Private Vehicle – Out of State Travel

Private vehicle mileage reimbursement will be paid at the current IRS rate, but only to the extent of the most economical cost for airline coach fare or mileage, whichever is less. The IRS mileage rate includes the expense of fuel. A comparison rate shall be established by obtaining an airfare quote. Taxi fare, rental cars and shuttle expenses will not be considered for the purpose of establishing the reimbursement amount. The claimant will need to track mileage and may utilize online tools to obtain mileage from their home or work to the destination.

Rental Car

The expense of a rental car for a claimant when out of town on behalf of the RTA, may be reimbursed only if written justification is provided by the claimant and approved by Executive Director, or designee, prior to travel. Automobile rental is not at the discretion of the traveling claimant and must be a necessary and cost-effective mode of transportation for the benefit of the RTA. Claimants must submit the rental agreement, receipt and the written justification, approved by the Board as part of the claim for reimbursement.

Rail Service

The claimant may choose the option of using rail service based upon the most economical mode of travel in comparison to air travel. The justification must be documented by including a quote for the lowest and best economy coach airfare. Visit the rail service website to obtain quote(s) for commercial rail service.

LODGING

If a hotel requires a credit card number to be on file to cover incidental expenses such as telephone calls, room service, Internet, mini bar etc., the credit card should belong to the traveling claimant. The hotel receipt must indicate the payment method and show the balance was paid. Only room fees and taxes are paid by the RTA.

Most hotels provide free internet. Claimants may be reimbursed for work-related internet usage charges. These charges should be separately identified on the original itemized hotel receipt.

Many conferences offer a list of hotels with special pricing. Traveling claimants are encouraged

to choose the most economically priced hotel possible. Three (3) separate hotel quotes are required unless the conference is at a hotel or conference center and hotel facility, then only that quote is required.

MEALS

Complimentary free continental breakfasts provided by the hotel cannot be claimed as an expense. Meal(s) will not be reimbursed unless overnight stay is required or long enough that a claimant needs to stop for sleep or rest to properly perform their job duties. Meal(s) included in the cost of registration will not be reimbursed to claimant, except for continental breakfasts or special dietary needs. Meal expenses should include reasonable tips (no more than 20% tip). Alcoholic beverages are not reimbursable. Reimbursement will be made for the actual amount claimed up to the federal per diem rate as published by the General Services Administration (GSA) recommended by the IRS. The maximum allowable will be the Meals and Incidental Expenses (ME&I) rate of the GSA. The GSA per diem rates can be located by going to www.gsa.gov.

MISCELLANEOUS EXPENSE INFORMATION

The RTA will not reimburse for personal items, services, or entertainment, including but not limited to, toiletries, medicine, clothing, grooming, laundry, dry cleaning, movies, snacks or alcoholic beverages. Receipts are not required for reasonable tips, shuttle/bus/taxicab fare, or business telephone calls.

FOREIGN TRAVEL

In the event of foreign travel, the claimant is responsible for providing documentation from a bank, financial institution, or Internet of the currency exchange rate in effect at the time of exchange. The exchange rate information must be obtained during the dates of the travel.

The RTA will not reimburse the Goods and Services Tax (GST) or any other foreign tax that may be refunded to the claimant. The claimant is responsible for submitting a claim to the appropriate country for any tax refund.

MILEAGE REIMBURSEMENT

A “mileage reimbursement only” claim for a one-time event or a special circumstance may be submitted by providing written notification to the Executive Director, or designee, explaining the public purpose of the reimbursement. The written notification should include the RTA related event, the purpose, and the total amount of mileage claimed. The claimant will be reimbursed for mileage at current IRS rates as found at www.gsa.gov.

CANCELLATIONS

If registration, lodging and/or transportation has been prepaid by the RTA and the claimant is unable to complete the intended travel, the claimant is required to follow-up on the cancellation policy of the sponsoring organization and lodging site. All possible means are to be explored to obtain refunds, partial refunds, or options for substituting another RTA member.

The claimant must provide written justification, which is approved by the Executive Director, or

designee, to explain the reason for the inability to travel as previously arranged.

REFUNDS

The claimant has the responsibility for the oversight and administration of seeking refunds to the RTA. Any RTA refunds obtained due to cancellations or overpayments must be deposited with the RTA.

ONE Transit Agenda
Item No.9
10/21/2026

MEMORANDUM

TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider adopting a resolution waiving formal competitive bidding under Section 3.5 of the Regional Transportation Authority of Central Oklahoma Procurement Procedures and consider approving the Professional Services Agreement with RailPros Field Services, Inc. for a one-year period ending October 20, 2027, cost not to exceed $50,000.

BACKGROUND: ONE Transit is seeking a Professional Services Agreement for advisory services related to commuter rail operations. The Interim Executive Director is requesting the ONE Transit Board approve a resolution waiving formal competitive bidding pursuant to Section 3.5, Section C of the Regional Transportation Authority of Central Oklahoma Procurement Procedures regarding Substantial Duplication of Costs.

RailPros Field Services Inc. has previously performed such services as a subcontractor for another ONE Transit consulting firm and, through that role, has developed institutional knowledge of ONE Transit's operations, objectives, and ongoing initiatives.

ONE Transit staff finds that retaining RailPros Field Services, Inc. for railroad advisory and operational implementation support services related to commuter rail operations promotes operational continuity, efficiency, and cost effectiveness, as engaging a different provider would require duplicative onboarding, additional administrative coordination, and would result in burdensome and substantial duplication of costs associated with re-establishing program familiarity and continuity of services.

ONE Transit staff have successfully negotiated an agreeable contract with RailPros Field Services Inc for a one-year period ending October 20, 2027, cost not to exceed $50,000.

RECOMMENDATION: Approve the Professional Services Agreement

Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "**Agreement**") is entered into by and between RailPros Field Services, Inc. (hereinafter referred to as "**Services Provider**"), and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" or "Contracting Entity",** a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the "Parties".

WITNESSETH:

WHEREAS, the **Contracting Entity** has waived formal competitive bidding pursuant to Section 3.5, Section C of the Regional Transportation Authority Procurement Procedures regarding Substantial Duplication of Costs; and

WHEREAS, the Contracting Entity has determined that continuation of services with the existing Service Provider is in its best interest because the Service Provider has already been performing such services as a subcontractor for another firm doing business with the Contracting Entity and, through that role, has developed established institutional knowledge of the Contracting Entity's operations, objectives, and ongoing initiatives; and

WHEREAS, the Contracting Entity further finds that retaining the Service Provider promotes operational continuity, efficiency, and cost effectiveness, as engaging a different provider would require duplicative onboarding, additional administrative coordination, and would result in burdensome and substantial duplication of costs associated with reestablishing program familiarity and continuity of services.

WHEREAS, the **Services Provider** has represented itself as an expert in the field of railroad advisory and operational implementation support to assist ONE Transit in advancing planning, design, and implementation activities involving freight railroad interfaces to support ONE Transit's in all efforts requested and required by the **Contracting Entity**; and

WHEREAS, **Contracting Entity** retain s **Services Provider** to provide professional services as an independent contractor; and

WHEREAS, the **Services Provider** agrees to provide **Contracting Entity** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Contracting Entity** services, solutions and deliverables that meet all the purposes and functionality requested or described in the Scope of Services and in this **Agreement**.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the **Contracting Entity** and **Services Provider** hereby mutually agree as follows:

1. THE PROFESSIONAL SERVICES AGREEMENT

A. ***Performance.*** Subject to the terms and conditions of this Professional Services Agreement, Contracting Entity retains Services Provider, an independent contractor, to provide Contracting Entity all services, in accordance with the standards exercised by experts in the field, necessary to provide the Contracting Entity services, solutions, and deliverables that meet all the purposes and functionality requested or described in this Professional Services Agreement.

2. ENTIRE AGREEMENT

A. This Professional Services Agreement, and Attachments constitute the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Professional Services Agreement.

B. ***Counterparts.*** This Agreement may be executed in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

C. ***Validity.*** The invalidity or unenforceability of any provision of this Professional Services Agreement shall not affect the validity or enforceability of any other provisions of the same, which other provisions shall remain in full force and effect.

3. ORDER OF PRECEDENCE

A. ***Attachments.*** If there is a conflict in language, terms, conditions, or provisions, in this Agreement or in any Attachment herein, then the text of this Agreement, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

i. Attachment "A" ("Scope of Services and Deliverables")
ii. Attachment "B" ("List of Services, Pricing and Pricing Schedule")
iii. Attachment "C" ("Insurance and Acord Form")
iv. Attachment "D" ("Effective Date, Renewal Options, and Amendments")
v. Attachment "E" ("RTA Travel Policy")

4. NOTICES

A. ***Notice to Contracting Entity.*** Any notice, request, demand or other communication required or permitted must be in writing and must be delivered by notice to:

The Regional Transportation Authority of Central Oklahoma dba ONE Transit
Attn: Procurement
2000 S May Ave
Oklahoma City, OK 73108

B. ***Notice to Services Provider.*** All notices will be sent to:

RailPros Field Services, Inc.
Attn: Yasmin Ara
5605 N. MacArthur Blvd., Suite 650
Irving, TX 75038

C. Services Provider is solely responsible for the actions, non-action, omissions, and performance of Services Provider's employees, agents, contractors, and subcontractors (herein collectively included in the term "Service Provider's Project Team") and to ensure:

   i. the timely provision of the Project and timely performance of the Scope of Services and Deliverables in Attachments "A".

D. Services Provider will be solely responsible to ensure the Services Provider's Project Team fully understands the Project, the Scope of Services, the Services, Products, Solutions, and Deliverables, the Project Schedule for performance, and the Contracting Entity's goals and the purposes and functions to be provided. Services Provider will be solely responsible to ensure the Services Provider's Project Team is adequately trained, instructed, and managed so that Services Provider timely provides the Project and satisfies Services Provider's obligations under this Professional Services Agreement.

E. Services Provider may not change the Services Provider's Project Team as set forth on Attachment "E" without the prior written consent of the Contracting Entity's Contract Administrator or designee.

5. NO EXTRA CLAIMS

A. No claims for extra service, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the Contracting Entity unless such services, solution, or deliverable is first requested and approved in writing by the Contracting Entity through an Amendment to the Professional Services Agreement.

6. INDEPENDENT CONTRACTOR STATUS

A. The Parties hereby acknowledge and covenant that:

1. Services Provider is an independent contractor and will act exclusively as an independent contractor. Services Provider is not an agent or employee of the Contracting Entity in performing this Professional Services Agreement.
2. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

B. The Contracting Entity will not pay or withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Services Provider as Services Provider is an independent contractor and the members of its Services Provider's Project Team are not employees of the Contracting Entity. Any such taxes and compensation, if due, are solely the responsibilities of Services Provider and will not be charged to the Contracting Entity.

C. Services Provider acknowledges that as an independent contractor it and its Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by the Contracting Entity for its Project Team or employees.

7. INSURANCE

A. See Attachment "C" ("Insurance and Acord Form").

8. COMPENSATION

A. See Attachment "B" ("List of Services, Products, Solutions and Deliverables").

B. The Contracting Entity and Services Provider acknowledge that the compensation to be paid pursuant to this Professional Services Agreement has been established at an amount reasonable for the availability and services, products, solutions, and deliverables of Services Provider and Services Provider's Project Team.

C. All payments to Services Provider pursuant to this Professional Services Agreement shall be due and payable in the State of Oklahoma, even if services of Services Provider are performed outside the State of Oklahoma.

9. TERMINATION AND STOP WORK

A. This Professional Services Agreement shall terminate when the Project is completed and accepted as provided herein unless terminated by convenience or with cause.

B. The Contracting Entity's Contract Administrator is hereby authorized to issue notices of termination or suspension on behalf of the Contracting Entity. This Professional Services Agreement can be terminated, with or without cause, upon written notice, at the option of The Contracting Entity.

C. ***Termination for Convenience.*** Upon receipt of a notice of termination for the convenience from the Contracting Entity, Services Provider shall:

i. Immediately discontinue all services and activities, unless the notice directs otherwise.

ii. Upon payment for products, solutions, services, or deliverables fully performed and accepted, Services Provider shall deliver to the Contracting Entity and the Contracting Entity shall own all work, products, solutions, deliverables, documents, data, drawings, specifications, reports, calculations, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Professional Services Agreement, whether same are complete or incomplete, unless the notice directs otherwise.

ii. The Contracting Entity shall pay Services Provider for completed services after receipt of properly documented and completed invoices, up to the time of the notice of termination for convenience, in accordance with the terms, limits and conditions of this Professional Services Agreement and as further limited by the "not to exceed" amounts set out in this Professional Services Agreement. Thereafter, the Contracting Entity shall have no further liability under this Professional Services Agreement to Services Provider and Services Provider shall have no further obligations to the Contracting Entity.

iii. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement.

D. ***Termination for Cause.*** Upon notice of termination for cause from the Contracting Entity:

i. Services Provider shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and Services Provider shall release and waive any interest in any such payments and any retainage.

ii. The Contracting Entity may hold any outstanding payments for prior completed services, products, solutions, deliverables, costs and/or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the Contracting Entity by reason of Services Provider's breach and/or other cause. Provided, however, upon notice of termination for cause, Services Provider shall deliver to the Contracting Entity all Services, products, solutions and deliverables

also including, but limited to, all documents, data, drawings, specifications, reports, calculations, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Professional Services Agreement, whether complete or incomplete, unless the notice directs otherwise.

iii. The rights and remedies of the Contracting Entity provided in this paragraph are in addition to any other rights and remedies provided in equity, by law, or under this Professional Services Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement.

E. ***Stop Work.*** Upon notice to Services Provider, the Contracting Entity may issue a stop work order(s) suspending any services, performances, work, products, deliverables, or solutions under this Professional Services Agreement.

i. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement. In the event the Contracting Entity issues a stop work order to Services Provider, the Contracting Entity will provide a copy of such stop work order to Services Provider.

ii. Upon receipt of a stop work order issued by the Contracting Entity, Services Provider shall suspend all work, services and activities except such work, services, and activities expressly directed by the Contracting Entity in the stop work order.

iii. Upon notice to Services Provider, this Professional Services Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the Contracting Entity, without cause and without cost to Contracting Entity; provided however, Services Provider shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

iv. The Contracting Entity's Contract Administrator is hereby authorized to issue a stop work order(s) on behalf of the Contracting Entity.

10. TAXES AND FEES

A. The Services Provider shall pay all applicable taxes, charges, and fees charged by a governmental entity and on its behalf. The Services Provider will obtain all applicable permits, licenses, patents, copyrights, permissions and

authorization to provide services, solutions and deliverables at Service Providers cost expense.

11. PATENTS AND LICENSES

A. Services Provider shall obtain all patents, permits, licenses and any other permissions required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the Contracting Entity.

B. Upon request, the Services Provider shall provide the Contracting Entity with reports or proof of compliance. This includes, but is not limited to, documentation of permits, license, training efforts, and any relevant certifications. The Services Provider shall maintain accurate records of its compliance efforts and make such records available for inspection by the Contracting Entity.

C. To the extent that the Services Provider has infringed on any patent, copyright, license or illegally transferred a patent or license related to all services, products, solutions or deliverables provided to the Contracting Entity, the Services Provider agrees to indemnify and hold harmless the Contracting Entity, also including any of Contracting Entity's employees, the purchasing agent and assistants from all costs, damages, expenses, suits and actions of every nature and description brought because of, or for the use of, patented, copyright protected, or licensed appliances, products, or processes or violation of or failure to obtain such permission, license, copyright, or patent permission or right.

D. The Services Provider shall pay for and provide all licenses, copyright, royalties, fees and charges which are legal and equitable and evidence of such payment or satisfaction must be submitted by Services Provider upon request of the Contracting Entity, as a necessary requirement in connection with the execution and performance of any Professional Services Agreement in which patented, copyrighted or licensed appliances, solutions, deliverables, services, products, or processes are to be used and to transfer such rights and licenses to the Contracting Entity. All such costs and expenses must be included in the compensation in Attachment "B". Any cost or expense not expressly included in Attachment "B" shall be deemed incidental and included in other compensation.

E. The Services Provider shall be responsible for paying all the Contracting Entity's legal costs and fees incurred by any such action related to the failure of Services Provider to provide necessary permissions, rights, patents, copyrights and licenses.

12. WARRANTIES

A. Services Provider warrants that all services, products, solutions and deliverables performed or provided under this Professional Services Agreement shall be performed consistent with generally prevailing professional standards and expertise. Services Provider shall maintain during this Professional Services Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. Services Provider agrees to require all members of the Services Provider's Project Team and any contractor or subcontractor to provide all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of Services Provider.

B. Contracting Entity's initial remedy for any breach of the above warranty shall be to permit Services Provider one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to Contracting Entity within thirty (30) calendar days. If Services Provider cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this Professional Services Agreement within thirty (30) calendar days of the original performance date, or the date of discovery of the breach, the Contracting Entity shall be entitled to recover any and all fees and compensation paid to the Services Provider and any costs or damages included by the Contracting Entity.

C. Should the Contracting Entity so determine it to be in its best interest, any fees paid to Services Provider for previous payments, including, but not limited to, services, products, solutions, and deliverables shall be reimbursed or repaid to Contracting Entity within thirty (30) days of a demand by the Contracting Entity. Should Services Provider fail to reimburse the Contracting Entity within thirty (30) calendar days of demand, the Contracting Entity shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

D. The Services Provider also acknowledges and agrees to provide all express and implied warrants required or provided for by Oklahoma statutory and case law. These warranties are in addition to other warranties provided in or applicable to this Professional Services Agreement and may not be waived by any other provision, expressed or implied, in this Professional Services Agreement or in any Attachment hereto.

13. INDEMNIFICATION

A. Services Provider assumes all risks incident to or in connection with its full and timely performance of this Professional Services Agreement. Services

Provider shall indemnify, defend, and hold harmless Contracting Entity from all costs, expenses, damages, losses, and injuries of whatever nature or kind to property to the Contracting Entity arising, directly or indirectly, out of the acts and/or omissions of Services Provider and any person or entity for which Services Provider is legally liable, including but not limited to its Project Team, employees, agents, contractors, and subcontractors. Services Provider shall indemnify, defend, and hold harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to such acts or omissions.

B. The Services Provider is an independent contractor. The Services Provider and its Project Team, agents and employees are not agents or employees of the Contracting Entity, and the Contracting Entity shall not be liable for their acts or omissions.

14. CONFIDENTIALITY

A. Services Provider acknowledges that in the course of training and providing other products, solutions, services, or deliverables, Contracting Entity may provide Services Provider with access to information of a confidential and proprietary nature including but not limited to: information relating to Contracting Entity's employees, customers, marketing strategies, business processes and strategies, security systems, data and technology.

B. Services Provider agrees that during the time this Professional Services Agreement is in effect, and thereafter, neither Services Provider nor Services Provider's Project Team, employees, agents, contractors, and subcontractors, without the prior written consent of Contracting Entity, shall disclose to any person, other than another member of Contracting Entity's Administrative Team or the Services Provider's Contract Administrator, any information obtained by Services Provider from or through the Contracting Entity.

C. Services Provider will require and maintain adequate confidentiality agreements with its Project Team, employees, agents, contractors, and subcontractors.

15. NO WAIVER

A. No delay or failure by either party in exercising any right, power, or remedy under this Professional Services Agreement shall operate as a waiver of any such right, power, or remedy. No waiver of any provision of this Professional Services Agreement shall be effective unless made in writing and signed by the party waiving such provision. A waiver of any breach or default under this Professional Services Agreement shall not be construed as a waiver of any subsequent breach or default, whether of the same or a different nature.

16. NO ASSIGNMENT

A. This Professional Services Agreement may not be assigned unless approved in writing and signed by both parties.

17. COMPLIANCE WITH APPLICABLE LAWS

A. Services Provider shall comply with all applicable federal, state, local laws, ordinances and regulations, also including Title VI of the Civil Rights Act of 1964 and all provisions of 42 U.S.C. §§ 2000d, et seq relating to the performance of services, products, solutions and deliverables.

B. Services Provider is by law deemed to know the law and its application to Contracting Entity, agreements and transactions with the Contracting Entity.

18. VENUE AND GOVERNING LAW

A. This Professional Services Agreement shall be governed by the laws of the State of Oklahoma and the Parties agree that the venue for any dispute will only be a state or federal court in Oklahoma County, Oklahoma.

19. TIME IS OF THE ESSENCE

A. Both the Contracting Entity and Services Provider expressly agree that time is of the essence with respect to this Professional Services Agreement, and the time for performance of each task and milestone shall be made a part of this Professional Services Agreement and shall be strictly observed and enforced. Any failure on the part of the Contracting Entity to timely object to the time of performance shall not waive any right of the Contracting Entity to object at a later time.

20. DESCRIPTIVE HEADINGS

A. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Professional Services Agreement.

21. NON-DISCRIMINATION STATEMENT

A. The Services Provider agrees, in connection with the performance of work under this Professional Services Agreement:

   i. That the Services Provider will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry, disability and any class protected pursuant to federal and/or state law. The Services Provider shall take action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry, disability or any other federally protected or state-protected class. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other

forms of compensation and selection for training, including apprenticeship.

ii. The Services Provider agrees to post, in a conspicuous place available to employees and applicants for employment a copy of this Non-Discrimination Statement and that the Services Provider agrees to include a copy of this non-discrimination requirement in any subcontracts connected with the performance of this Professional Services Agreement.

iii. In the event of the Services Provider's non-compliance with the above non-discrimination requirement, this Professional Services Agreement may be canceled or terminated by the Contracting Entity. The Services Provider may be declared by the Contracting Entity ineligible for further Professional Services Agreement[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Services Provider.

22. NON-COLLUSION STATEMENT

A. I certify that:

i. I am authorized to represent the Services Provider and confirm no collusion or improper conduct occurred regarding this Professional Services Agreement or acquisition.

ii. I am fully aware of all facts related to this Professional Services Agreement and have been directly involved in its preparation.

iii. Neither the business entity that I represent nor anyone under its control has:

a. Engaged in collusion to restrict competition or fix bids;

b. Colluded with state officials or employees regarding contract terms; or

c. Exchanged money or favors for special consideration in the prospective contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the business entity represents nor anyone subject to the business entity's direction or control, has or will pay, give, or donate money or anything of value, directly or indirectly, to any state officer or employee to procure this contract.

23. OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

A. All "records", as defined by the Oklahoma Open Records Act, 51 O.S. § 24A.1, *et seq*. (the "Act"), which are in connection with the transaction of public business, the expenditure of public funds, or the administration of public property, and that are in the custody, control, or possession of public officials, public bodies, or their representatives, are potentially subject to inspection, copying, and/or

mechanical reproduction. The purpose of the Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Except where state or federal statutes create a specific exemption or confidential privilege, persons and entities who submit information to public bodies have no right to keep the record from public access nor have a reasonable expectation that the record will be kept from public access.

B. If Services Provider believes that a record is exempt or confidential under a specific Oklahoma or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, Services Provider must comply with the following:
    i. Place said portion of the submission in a separate electronic file attachment marked "Confidential." DO NOT label the entire record "Confidential." Label only those records, or portions thereof, that are expressly protected from disclosure by Oklahoma or federal law. For each portion of the record for which an exemption or a confidential privilege is claimed, Services Provider must clearly identify on that record at the time of submittal a copy of a court order ruling the record is not subject to release under federal or Oklahoma law, or the specific federal and/or Oklahoma law that created said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, et seq.

C. Failure to clearly identify the record or any part of the record as "Confidential" will be interpreted as the record NOT being exempt from the Act and therefore subject to public access. Should an Open Records request be presented for a record identified as "Confidential," Services Provider will be responsible for timely justifying the confidentiality claim and attaining protection from a court of competent jurisdiction, state or federal, in Oklahoma County, Oklahoma. Services Provider will be notified upon receipt of an Open Records Request to access the records identified as "Confidential in accordance with this policy." It is Services Provider's responsibility to timely initiate an action in a court of competent jurisdiction to enforce Services Provider's rights. The requested records will be released if Services Provider fails to timely bring an action to enforce your rights within seven (7) calendar days of notice. Services Provider must provide ONE Transit from which the record has been requested notice of that action. By your submission of records, Services Provider is granting the rights stated herein.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

RailPros Field Services, Inc.

Services Provider's Name

Mark Wheeland | Sr. VP Strategic Consulting

Print Name of Services Provider's Authorized Officer or Agent | Title



September 10, 2026

Signature of Services Provider's Authorized Officer or Agent | Date

5605 N. MacArthur Blvd., Suite 650 | Irving, TX | | 75038

Services Provider's Address | City | State | Zip Code

682-223-0428 | mark.wheeland@railpros.com

Services Provider's Telephone Number | Email

APPROVED and **EXECUTED** by The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, on this 21st day of October 2026.

ATTEST:

Secretary

ONE TRANSIT

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA
OFFICIAL
SEAL
OKLAHOMA

Attachments

The following Attachments are incorporated by reference into this Professional Services Agreement by and between the Contracting Entity and Services Provider and shall have priority and precedence.

The Attachments include:

Attachment "A" ("Scope of Services and Deliverables")

Attachment "B" ("Invoices, Pricing, and Travel")

Attachment "C" ("Insurance and Acord Form")

Attachment "D" ("Effective Date, Renewal Options, and Amendments")

Attachment "E" ("RTA Travel Policy")

Attachment "A"
("Scope of Services and Deliverables")

RailPros will provide freight railroad advisory and operational implementation support to assist ONE Transit in advancing planning, design, and implementation activities involving freight railroad interfaces.

The effort will leverage RailPros' freight railroad experience, operational planning expertise, engineering knowledge, and implementation experience to identify operational requirements, constructability considerations, implementation constraints, and coordination needs necessary to support successful project advancement.

Some key deliverables include:

- **Freight Railroad Coordination Support:** RailPros will support coordination with freight railroad stakeholders, including review of railroad requirements, operational constraints, access considerations, and implementation impacts. RailPros will assist in identifying railroad-related risks, dependencies, and decisions impacting project development and delivery.
- **Operational Feasibility & Constructability Review:** RailPros will review planning documents, conceptual designs, engineering submittals, construction phasing concepts, and implementation plans from a railroad operational perspective and with railroad standards in mind. Reviews may consider impacts to railroad operations, maintainability, access, safety, service reliability, and constructability.
- **Design Interface & Technical Advisory Support:** RailPros will provide technical advisory review of proposed infrastructure improvements to evaluate consistency with railroad operational needs, standards, and implementation requirements. Support may include interdisciplinary review of track, signal, civil, systems, and related railroad infrastructure elements at their interfaces with operational considerations.
- **Implementation Planning & Readiness Support**: RailPros will support development of implementation sequencing strategies, staging considerations, outage/work window planning assumptions, and transition plans. RailPros will assist in evaluating delivery approaches intended to minimize impacts to existing and future railroad operations.
- **Material Preparation**: RailPros will support summary and technical development of materials as needed.

DELIVERABLES

The following key understandings, exclusions, and assumptions apply to ensure a consistent understanding of our scope:

- Engineering design, environmental review, and/or local permitting research is excluded from the RailPros' scope, unless amended to this task order.
- Legal services are excluded from the scope.

Attachment "B"
("Invoices, Pricing and Travel ")

INVOICES

a. The Services Provider shall submit invoices to ONE Transit on a monthly basis for payment in a form specified or approved by ONE Transit. Such invoices must be received by ONE Transit no later than the tenth (10th) calendar day of each month. Any invoices received after the tenth (10th) calendar day of the month will be processed in the following period. The amount invoiced shall cover Services and Deliverables incurred by Services Provider during the preceding accounting Period.
b. Supporting documentation for all services and Deliverables contained in an invoice will be submitted with each invoice.
c. ONE Transit shall have the right to disapprove specific elements of any invoice. ONE Transit will provide, in writing, such disapproval to Services Provider within twenty (20) calendar days of invoice submittal. Approval by ONE Transit shall not be unreasonably withheld.
d. ONE Transit will pay Consultant the undisputed amount of an invoice within thirty (30) calendar days after the receipt of a valid, complete, and properly documented invoice.
e. ONE Transit will submit payment for invoices to:
   RailPros Field Services, Inc.
   Attn: Mary George
   Lockbox – Denver #5205
   P.O. Box 5205
   Denver, CO 80217-5205

The total compensation payable by ONE Transit under this Agreement shall **not exceed fifty thousand dollars ($50,000)** for the initial term of the Agreement. For each renewal period, the total compensation payable shall likewise **not exceed fifty thousand dollars ($50,000)** unless amended in writing and approved in accordance with ONE Transit procurement and contracting requirements.

PRICING

RailPros shall perform the Scope of Work on a Time & Materials (T&M) basis at the rates presented below. Any effort within this task will be discussed with ONE Transit in advance to estimate effort and protect the client's overall budget.

NAME	PROJECT ROLE	HOURLY RATE
YASMIN ARA	Railroad Operations & Capacity Planning Advisor	$361.43
JIM MARSHALL	Freight Railroad Coordination & Implementation Advisor	$411.09
MICHAEL BOOTH	Transit Program Delivery & Implementation Advisor	$323.95
JENNIFER DRAKE	Rail Operability/Constructability Infrastructure Review Lead	$411.03

TRAVEL

1) All travel done by the Service Provider under this agreement must abide by the RTA Travel Policy Attachment E.

Attachment "C"
("Insurance and Acord Form")

1. Prior to approval of this Professional Services Agreement, the Services Provider shall obtain insurance coverage as provided below. The Services Provider must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required, and endorsement pages shall be provided to the Contracting Entity on a timely basis if requested by the Contracting Entity.

2. **INSURANCE REQUIREMENTS**

   A. The following insurance requirements are applicable and must be obtained prior to contract award. If the Scope of Work includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity here in the Special Provisions.

      i. Worker's Compensation & Employer's Liability Insurance: Services Provider shall carry Worker's Compensation Insurance in amounts prescribed by the laws of the State of Oklahoma, if any. If Services Provider is exempt from compliance with Oklahoma's worker's compensation requirements, Services Provider shall provide a certificate (Affidavit of Exempt Status Under the Administrative Worker's Compensation Act) from the Workers' Compensation Commission indicating such exemption.

      ii. General Liability Insurance: Services Provider shall carry a general liability insurance policy to protect the Services Provider and the Contracting Entity shall be an Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Services Provider under the Professional Services Agreement, whether such activities, omissions, and operations be by the Services Provider, its subcontractor, or by any one employed by or acting for the benefit of the Services Provider in conjunction with this Professional Services Agreement. The general liability policy shall have at a minimum, the following coverage amounts:

         1. Property Damage Liability - Limits shall be carried in the amount of not less than twenty- five thousand dollars ($25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.
         2. All Other Liability - In the amount not less than one hundred seventy-five thousand dollars ($175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.
         3. General Aggregate Limit- In an amount not less than one million dollars ($1,000,000) for any number of claims arising out of a single act, occurrence or accident.

      iii. Automobile Liability Insurance: The Services Provider shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or

equipment is utilized to meet the requirements of this Professional Services Agreement.

B. All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to ONE Transit. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
C. The Contracting Entity shall be furnished with a Certificate of Insurance evidencing all the above-referenced requirements before a Professional Services Agreement award.
D. All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims made" form, the Services Provider shall also provide tail coverage that extends a minimum of two years from the expiration of the Professional Services Agreement.
E. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding $25,000.
F. Services Provider or Services Provider's insurance company must provide Contracting Entity at least thirty (30) days' prior written notice of any cancellation or material coverage change in their policies.
G. Unless otherwise approved by the Contracting Entity prior to a Professional Services Agreement award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Services Provider's self-insured retention.

3. ACORD FORM

A. The Services Provider shall maintain insurance throughout the entire term of the Professional Services Agreement.
B. The Contracting Entity to this Professional Services Agreement, whether named herein or by reference only, shall be named as additional insured on the Services Provider's insurance policies, except Worker's Compensation and Employer's Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured.
    i. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Professional Services Agreement and will be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity's additional insured status prior to contract award.
C. The policy description shall state the following:
    i. "Additional insured(s) on the listed policies are those required in the contract." [The Regional Transportation Authority of Central Oklahoma dba ONE Transit].

Attachment "D"
("Effective Period, Renewal Option, and Amendments")

1. **Effective Period.**
   - **A.** The Professional Services Agreement shall become effective upon execution by the last party and Services Provider shall commence performance.
   - B. The term of the Agreement shall be for one (1) year.

2. **Renewal Option.** If the Contracting Entity wishes to renew this Professional Services Agreement, a renewal notice will be sent to the Services Provider prior to the expiration date of the Professional Services Agreement.
   - A. Upon Services Provider's receipt of the renewal notice, Services Provider shall, if desired, submit written agreement to renew this Professional Services Agreement.
   - B. The issuance of a written renewal notice does not bind the Contracting Entity to renew until renewal is approved by the Contracting Entity.
   - C. This Agreement has three (3) 1-year renewal options.

3. **Amendments.** This Professional Services Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written Amendment executed by each of the parties hereto.

Attachment "E"

("RTA Travel Policy")

(See attached)

RTA

Regional Transportation Authority of Central Oklahoma

Travel Policy



This manual addresses the policies for travel expenditures and reimbursements for travel related expenses.

The Travel Policy is hereby APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Chairperson, this 17th day of March 2021.

ATTEST:

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

Mary Mélon, Secretary

Brad Henry, Chair

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA OFFICIAL SEAL OKLAHOMA

Reviewed for form and legality.

Hailey Rawson, Assistant Municipal Counselor

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INTRODUCTION

The Regional Transportation Authority of Central Oklahoma ("RTA") is a public trust funded in part by the taxpaying residents of Del City, Edmond, Midwest City, Moore, Norman, and the City of Oklahoma City. As such, all expense records, regardless of fund source, are open to the public under the Federal and State Freedom of Information Act. Business travel is first and foremost intended to achieve the RTA's goal. All trips must support the mission of the RTA, receive the appropriate approvals, and be carefully planned to ensure that expenditures are necessary, prudent, and as economical as possible. Directors and staff travelling on behalf of RTA business have the responsibility to act prudently and to only incur travel expenses which are necessary, reasonable, appropriate, and in compliance with the RTA's policies related to travel and business expenses.

This policy pertains to the reimbursement of business-related travel expenses incurred while traveling away from home for a period substantially longer than an ordinary workday and is reasonable to sleep or rest. It is designed to govern reimbursements and/or prepayment of conferences, seminars, training sessions, business meetings, and other beneficial situations where common expenses are incurred for transportation, registration, lodging, and meals. Incidental travel expenses are subject to approval. Traveling members of the RTA, through administrative support personnel, must obtain all quotes, complete related forms, and submit travel paperwork with all required approvals.

All modes of travel, lodging, and meals should be selected with consideration given to minimizing the loss of time to the traveling claimant and cost to the RTA. Traveling claimants should neither gain nor lose personal funds while conducting business for the RTA. It is the responsibility of each claimant, as well as the Executive Director, or designee, approving the expenses, to comply with the provisions of this travel policy. Any claimant making commitments for travel will be personally responsible for expenses if the commitments are not made in accordance with this policy.

Nothing contained herein shall prohibit the Board of Directors, or designee, from modifying or approving exceptions to this policy to meet the needs of a unique situation.

CONSULTANT TRAVEL

Consultants' travel expenses shall be negotiated and authorized as part of the terms of their Professional Services Agreement (PSA) with the RTA. Expenses not included in the terms of the PSA, must receive pre-approval in a written format from the Executive Director, prior to travel.

Consultants shall submit a claim for reimbursement of travel expenses on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip. Additionally, the RTA requires the Consultant to maintain detailed source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Only food purchased according to the federal per diem requirements shall be allowed. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs. The use of estimates for any travel expenses is unacceptable. Supporting documentation for all expenses contained in the invoice must be submitted with each invoice. Any additional instructions for reimbursements shall be included in the terms of the PSA.

No other portion of this travel policy shall be interpreted to apply to Consultants unless specified

in the terms of their PSA.

AUTHORIZATION

The RTA member must receive authorization from the Board of Directors to travel, and provide the RTA business purpose for the travel, the estimated cost of the travel, the travel destination(s), and dates of the trip. Any expenses related to a traveling companion of a claimant are not reimbursable by the RTA. A Director may not authorize or otherwise approve their own claims for reimbursement. Such authorizations must be made at the level of the Board of Directors.

REGISTRATION

The RTA may pre-pay or reimburse claimants for registration for RTA-related workshops, conferences and seminars. Special events and tours that are not job-related and are leisure activity are not reimbursable. The Executive Director shall be responsible for prepayment of registration costs. If the Executive Director is unable to complete timely event registration, the traveling claimant may elect to register by using a personal credit card.

TRANSPORTATION

Travel time is defined as 24 hours before and after the times in the official conference/training registration information.

Commercial Airline

The standard mode for out-of-state travel is by commercial airline. When purchasing airfare, price should be the primary consideration; however, other factors to be considered may include reasonable departure and arrival times, as well as the duration of the flight. The goal is to book flights with consideration given to travel time, convenience to the traveling claimant, and cost effectiveness without interfering with the business purpose of the travel. Traveling claimants can use the airline of their choice.

If the cost of a flight is $1,000 or more, the claimant is responsible for obtaining three quotes and the reimbursement amount will be the lowest fare from three (3) flight quotes with similar travel times, transfers, baggage fee, etc. The RTA will not reimburse claimants for added fees beyond economy coach fare to the extent a good faith effort is taken to fly coach on a primary airline, and the cost of checking one piece of luggage, if applicable. Examples of non-reimbursable fees include early boarding, better seating, obtain more leg room, etc.

Oklahoma City Ground Transportation and Parking

Transportation expenses, including private vehicle mileage to and from Will Rogers World Airport are reimbursable. Airport parking is reimbursable. A receipt is required for reimbursement of airport parking for short, or long-term parking expenses.

Private Vehicle – In State Travel

In the event an RTA owned vehicle is not available for travel within the State of Oklahoma, or circumstances dictate otherwise, a private vehicle can be used. The use of a private vehicle for traveling inside the state of Oklahoma must be approved by the Board, or designee, prior to travel. The claimant will need to track mileage and may utilize online tools to obtain mileage. Mileage reimbursement for use of a private vehicle will be paid at the current IRS rate. Mileage reimbursement claims pertaining to business related travel are to be filed in accordance with established RTA policies for vehicle mileage reimbursement (refer to the *Mileage Reimbursement* section of this policy).

Private Vehicle – Out of State Travel

Private vehicle mileage reimbursement will be paid at the current IRS rate, but only to the extent of the most economical cost for airline coach fare or mileage, whichever is less. The IRS mileage rate includes the expense of fuel. A comparison rate shall be established by obtaining an airfare quote. Taxi fare, rental cars and shuttle expenses will not be considered for the purpose of establishing the reimbursement amount. The claimant will need to track mileage and may utilize online tools to obtain mileage from their home or work to the destination.

Rental Car

The expense of a rental car for a claimant when out of town on behalf of the RTA, may be reimbursed only if written justification is provided by the claimant and approved by Executive Director, or designee, prior to travel. Automobile rental is not at the discretion of the traveling claimant and must be a necessary and cost-effective mode of transportation for the benefit of the RTA. Claimants must submit the rental agreement, receipt and the written justification, approved by the Board as part of the claim for reimbursement.

Rail Service

The claimant may choose the option of using rail service based upon the most economical mode of travel in comparison to air travel. The justification must be documented by including a quote for the lowest and best economy coach airfare. Visit the rail service website to obtain quote(s) for commercial rail service.

LODGING

If a hotel requires a credit card number to be on file to cover incidental expenses such as telephone calls, room service, Internet, mini bar etc., the credit card should belong to the traveling claimant. The hotel receipt must indicate the payment method and show the balance was paid. Only room fees and taxes are paid by the RTA.

Most hotels provide free internet. Claimants may be reimbursed for work-related internet usage charges. These charges should be separately identified on the original itemized hotel receipt.

Many conferences offer a list of hotels with special pricing. Traveling claimants are encouraged

to choose the most economically priced hotel possible. Three (3) separate hotel quotes are required unless the conference is at a hotel or conference center and hotel facility, then only that quote is required.

MEALS

Complimentary free continental breakfasts provided by the hotel cannot be claimed as an expense. Meal(s) will not be reimbursed unless overnight stay is required or long enough that a claimant needs to stop for sleep or rest to properly perform their job duties. Meal(s) included in the cost of registration will not be reimbursed to claimant, except for continental breakfasts or special dietary needs. Meal expenses should include reasonable tips (no more than 20% tip). Alcoholic beverages are not reimbursable. Reimbursement will be made for the actual amount claimed up to the federal per diem rate as published by the General Services Administration (GSA) recommended by the IRS. The maximum allowable will be the Meals and Incidental Expenses (ME&I) rate of the GSA. The GSA per diem rates can be located by going to www.gsa.gov.

MISCELLANEOUS EXPENSE INFORMATION

The RTA will not reimburse for personal items, services, or entertainment, including but not limited to, toiletries, medicine, clothing, grooming, laundry, dry cleaning, movies, snacks or alcoholic beverages. Receipts are not required for reasonable tips, shuttle/bus/taxicab fare, or business telephone calls.

FOREIGN TRAVEL

In the event of foreign travel, the claimant is responsible for providing documentation from a bank, financial institution, or Internet of the currency exchange rate in effect at the time of exchange. The exchange rate information must be obtained during the dates of the travel.

The RTA will not reimburse the Goods and Services Tax (GST) or any other foreign tax that may be refunded to the claimant. The claimant is responsible for submitting a claim to the appropriate country for any tax refund.

MILEAGE REIMBURSEMENT

A “mileage reimbursement only” claim for a one-time event or a special circumstance may be submitted by providing written notification to the Executive Director, or designee, explaining the public purpose of the reimbursement. The written notification should include the RTA related event, the purpose, and the total amount of mileage claimed. The claimant will be reimbursed for mileage at current IRS rates as found at www.gsa.gov.

CANCELLATIONS

If registration, lodging and/or transportation has been prepaid by the RTA and the claimant is unable to complete the intended travel, the claimant is required to follow-up on the cancellation policy of the sponsoring organization and lodging site. All possible means are to be explored to obtain refunds, partial refunds, or options for substituting another RTA member.

The claimant must provide written justification, which is approved by the Executive Director, or

designee, to explain the reason for the inability to travel as previously arranged.

REFUNDS

The claimant has the responsibility for the oversight and administration of seeking refunds to the RTA. Any RTA refunds obtained due to cancellations or overpayments must be deposited with the RTA.

ONE Transit Agenda
Item No.10
10/21/2026

MEMORANDUM

TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider approving travel expenses and ratifying conference registration, hotel, and flight expenses previously incurred for the ONE Transit Legal Counsel staff to attend the 2026 Passenger Rail Law Workshop in Washington, D.C.; cost not to exceed $3,200.

BACKGROUND: The ONE Transit Interim Executive Director recommended travel for ONE Transit Legal Counsel staff to attend the 2026 Passenger Rail Law Workshop in Washington, DC., to strengthen understanding of the fundamental legal principles governing passenger rail, stay current on evolving regulations and industry challenges, and gain access to valuable professional resources and networks. The workshop provides expert led training, timely legal updates, and practical tools that support ONE Transit's effectiveness and compliance in rail-related responsibilities. The dates of the Passenger Rail Law Workshop are November 16 through November 17, 2026.

The Regional Transportation Authority of Central Oklahoma (RTA) adopted the Travel policy on March 17, 2021, and per that policy the Board must authorize travel for the Directors and staff. Due to the October Special Meeting occurring after the conference registration deadline, staff proceeded with securing registration, flight, and lodging arrangements totaling $2,676.59. Staff are requesting these expenses be ratified and authorization for related lodging, meals, and incidental expenses incurred on travel dates; total cost not to exceed $3,200.

RECOMMENDATION: Approve and ratify the resolution.

Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 26-0013

RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA, DBA ONE TRANSIT, APPROVING TRAVEL EXPENSES AND RATIFYING CONFERENCE REGISTRATION, HOTEL, AND FLIGHT EXPENSES PREVIOUSLY INCURRED FOR ONE TRANSIT LEGAL COUNSEL STAFF TO ATTEND THE 2026 PASSENGER RAIL LAW WORKSHOP IN WASHINGTON, D.C.; COSTS NOT TO EXCEED $3,200.

WHEREAS, the Regional Transportation Authority of Central Oklahoma (DBA ONE Transit) adopted the Travel Policy on March 17, 2021; and

WHEREAS, per the Travel Policy, the Board must authorize travel for Directors and staff; and

WHEREAS, the ONE Transit Interim Executive Director recommended travel for ONE Transit legal counsel staff member to attend the 2026 Passenger Rail Law Workshop in Washington, DC., to strengthen understanding of the fundamental legal principles governing passenger rail, stay current on evolving regulations and industry challenges, and gain access to valuable professional resources and networks; and

WHEREAS, the workshop provides expert-led training, timely legal updates, and practical tools that support ONE Transit's effectiveness and compliance with rail-related responsibilities; and

WHEREAS, the dates of travel will take place on November 15, 2026, to November 18, 2026; and

WHEREAS, due to the October Special Meeting occurring after the conference registration deadline, staff proceeded with securing registration, flight, and lodging arrangements totaling $2,676.59,; and

WHEREAS, the total cost of the trip, including previously secured accommodations and registration fees, as well as anticipated incidentals, shall not exceed $3,200; and

WHEREAS, staff acted to ensure timely registration and availability of travel accommodations and now seek formal ratification of those expenditures by the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED by the Directors of ONE Transit that the Board hereby approves and ratifies the travel expenses incurred for ONE Transit Legal Counsel staff member to attend the 2026 Passenger Rail Law Workshop in Washington, D.C., at a total cost not to exceed $3,200.

ADOPTED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, DBA ONE Transit this 21st day of **October 2026**.

ATTEST:

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA OFFICIAL SEAL OKLAHOMA

Regional Transportation Authority of Central Oklahoma, DBA ONE Transit

Chuck R. Thompson, Secretary

Brad Henry, Chairperson

REVIEWED for form and legality.

Assistant Municipal Counselor

ONE Transit Agenda
Item No.11
10/21/2026

MEMORANDUM

TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider approving a resolution authorizing travel for ONE Transit Directors and staff to attend the American Public Transportation Association Transit Ballot Initiatives Workshop in Nashville, Tennessee; cost not to exceed $4,000 per person.

BACKGROUND: The ONE Transit Interim Executive Director is recommending up to three Directors and up to two staff members travel to Nashville, Tennessee to attend the American Public Transportation Association (APTA) Transit Ballot Initiatives Workshop bringing together transportation leaders, elected officials, and other stakeholders to guide communities through the entire transit ballot initiative process from early groundwork to post-election implementation. The Transit Ballot Initiatives Workshop takes place December 14 through December 16, 2026.

The Regional Transportation Authority of Central Oklahoma (RTA) adopted its Travel policy on March 17, 2021, and per that policy the Board must authorize travel for the Directors and staff. Staff requests the Board authorize expenses not to exceed $4,000 per person to attend this workshop, which covers the cost of workshop registration, airfare, lodging, meals and incidentals.

RECOMMENDATION: Approve the resolution.

Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 26-0014

RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA, DBA ONE TRANSIT, AUTHORIZING TRAVEL FOR ONE TRANSIT DIRECTORS AND STAFF TO ATTEND AMERICAN PUBLIC TRANSPORTATION ASSOCIATION TRANSIT BALLOT INITIATIVES WORKSHOP IN NASHVILLE, TENNESSEE; COSTS NOT TO EXCEED $4,000 PER PERSON.

WHEREAS, the Regional Transportation Authority of Central Oklahoma (DBA ONE Transit) adopted the Travel Policy on March 17, 2021; and

WHEREAS, per the Travel Policy, the Board must authorize travel for Directors and staff; and

WHEREAS, the ONE Transit Interim Executive Director is recommending up to three Directors and up to two staff members travel to Nashville, Tennessee to attend the American Public Transportation Association (APTA) Transit Ballot Initiatives Workshop bringing together transportation leaders, elected officials, and other stakeholders to guide communities through the entire transit ballot initiative process from early groundwork to post-election implementation. Cost includes workshop registration, airfare, hotel, food, and incidentals for staff and directors.

WHEREAS, the dates of the Transit Ballot Initiatives Workshop take place from December 14 through December 16, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Directors of ONE Transit, that they do hereby authorize travel for ONE Transit Directors and staff to attend the American Public Transportation Association Transit Ballot Initiatives Workshop in Nashville, Tennessee costs not to exceed $4,000 per person.

ADOPTED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, DBA ONE Transit this 21st day of **October 2026**.

ATTEST:

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA OFFICIAL SEAL OKLAHOMA

Chuck R. Thompson, Secretary

Regional Transportation Authority of Central Oklahoma, DBA ONE Transit

Brad Henry, Chairperson

REVIEWED for form and legality.

Assistant Municipal Counselor

ONE Transit Agenda
Item No.12
10/21/2026

MEMORANDUM

TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider approving a resolution authorizing travel for ONE Transit Interim Executive Director to attend the Commuter Rail Coalition 2026 Commuter Rail Summit in Fort Worth, Texas; costs not to exceed $3,000.

BACKGROUND: The Regional Transportation Authority of Central Oklahoma (RTA) adopted the Travel policy on March 17, 2021, and per that policy the board must authorize travel for the directors or staff.

ONE Transit Interim Executive Director is recommending travel to attend the Commuter Rail Coalition's 2026 Commuter Rail Summit in Fort Worth, Texas. Attending the Commuter Rail Summit provides valuable insight into emerging strategies, technologies, and best practices shaping the future of commuter rail.

Participation will strengthen our industry relationships, enhance our understanding of regional connectivity initiatives, and support informed planning for our own transit programs. Engaging in this summit helps ensure we stay aligned with national trends and innovations that can improve service delivery and operational effectiveness.

The dates of the 2026 Commuter Rail Summit take place on November 9 through November 11, 2026. ONE Transit will cover business related lodging, meals, and incidentals incurred on travel dates.

RECOMMENDATION: Approve the Resolution.

Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 26-0015

RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA, DBA ONE TRANSIT, AUTHORIZING TRAVEL FOR INTERIM EXECUTIVE DIRECTOR TO ATTEND THE COMMUTER RAIL COALITION'S 2026 COMMUTER RAIL SUMMIT IN FORT WORTH, TEXAS; COST NOT TO EXCEED $3,000.

WHEREAS, the Regional Transportation Authority of Central Oklahoma (DBA ONE Transit) adopted the Travel Policy on March 17, 2021; and

WHEREAS, per the Travel Policy, the Board must authorize travel for Directors and staff; and

WHEREAS, the ONE Transit Interim Executive Director is recommending travel to attend the Commuter Rail Coalition's 2026 Commuter Rail Summit in Fort Worth, Texas. Attending the Commuter Rail Summit provides valuable insight into emerging strategies, technologies, and best practices shaping the future of commuter rail. The event brings together agency leaders, policymakers, and industry experts for executive discussions, technical tours, and collaborative problem-solving sessions; and

WHEREAS, participation will strengthen our industry relationships, enhance our understanding of regional connectivity initiatives, and support informed planning for our own transit programs. Engaging in this summit helps ensure we stay aligned with national trends and innovations that can improve service delivery and operational effectiveness. Cost includes summit registration, car mileage and gas, hotel, food, and incidentals.

WHEREAS, the 2026 Commuter Rail Summit takes place on November 9 through November 11, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Directors ONE Transit, that they do hereby authorize travel for ONE Transit Interim Executive Director to attend the Commuter Rail Coalition 2026 Commuter Rail Summit in Fort Worth, Texas; costs not to exceed $3,000.

ADOPTED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, DBA ONE Transit this 21st day of **October 2026**.

ATTEST:

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA OFFICIAL SEAL OKLAHOMA

Chuck R. Thompson, Secretary

Regional Transportation Authority of Central Oklahoma, DBA ONE Transit

Brad Henry, Chairperson

REVIEWED for form and legality.

Assistant Municipal Counselor