



Transportation Technical Board of the Chisholm Trail Metropolitan Planning Organization

Notice of Meetings

Notice is hereby given that the Transportation Technical Board of the Chisholm Trail Metropolitan Planning Organization will meet in special session at 1:30 PM on Wednesday, March 20, 2024, at the Stride Bank Center, located at 301 South Independence Avenue, Enid, Oklahoma, and the agenda for said meeting is as follows:

- AGENDA -

Transportation Technical Board of the Chisholm Trail Metropolitan Planning Organization

	Page
1. Call to Order/Roll Call.	
2. Business.	
1. Discuss and make recommendations on the Unified Planning Work Program (UPWP) for the Chisholm Trail Metropolitan Planning Area (MPA). 03-04-2024 DRAFT FY2024-2025 UPWP with Budget	2 - 18
2. Discuss and make recommendations on the FY 2024 & FY 2025 Agreement for the Chisholm Trail MPO Continuing, Cooperative and Comprehensive Long Range Transportation Planning. DRAFT Chisholm Trail MPO FY 2024-2025 PL 5303 Agreement	19 - 36
3. Discuss and make recommendations on the Joint Certification Statement for the Metropolitan Transportation Planning Process by ODOT and the Chisholm Trail MPO. CTMPO Joint Certification Statement FY24-25 2023.12.29 Chisholm Trail MPA approved	37 - 39
4. Update on the progress of Federal Transit Authority requirements. <ul style="list-style-type: none">• Assurances• Title II & VI• EPTA's TAM Plan	
3. Adjourn.	

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INTRODUCTION

The Unified Planning Work Program (UPWP) for the Chisholm Trail Metropolitan Planning Area (MPA) identifies transportation planning activities to be undertaken during Fiscal Year (FY) 2024 and FY 2025. The objective of the UPWP is to ensure the Chisholm Trail Metropolitan Planning Organization's (Chisholm Trail MPO) transportation planning process supports the transportation planning needs of the MPA in accordance with 23 Code of Federal Regulations (CFR) Part 450 and 49 CFR Part 613. The UPWP is developed by the Chisholm Trail MPO in cooperation with Oklahoma Department of Transportation (ODOT) and Enid Public Transportation Authority (EPTA).

MPO Overview

On December 29, 2022, the U.S. Census Bureau released 2020 urban area data, showing Enid's urban area population at 50,194. Federal regulations require any urban area exceeding 50,000 in population to be designated by the Governor as a Metropolitan Planning Organization (MPO). The Infrastructure and Investment and Jobs Act (IIJA) continues the requirements introduced in the Moving Ahead for Progress in the 21st Century Act (MAP-21) for the membership of MPOs to consist of local elected officials, officials of public agencies that administer or operate major modes of transportation in the metropolitan area, and appropriate State officials. To meet these federal requirements, the Transportation Policy Board was established by the City of Enid in collaboration with the Oklahoma Department of Transportation and local governments within the MPA. The Governor, through the Oklahoma Department of Transportation, designated the Transportation Policy Board as the Chisholm Trail MPO on December 29, 2023.

Metropolitan Planning Area Boundary

The MPA boundary is the geographic area in which the metropolitan transportation planning process required by 23 CFR Part 450 and 49 CFR Part 613 must be carried out. Appendix A provides a map illustrating the MPA.

Transportation Policy Board

The Transportation Policy Board (TPB) has been designated as the MPO for the Chisholm Trail metropolitan area and is the final approval authority for transportation planning. The TPB reviews and approves the overall work program and makes policy determinations concerning the transportation plan and the transportation improvement program.

The functions of the TPB include the following:

1. Develop and maintain a comprehensive transportation planning program in conformance with 23 CFR Part 450 and 49 CFR Part 613;
2. Develop and approve all policy procedures for transportation planning in the MPA;
3. Review and approve the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP);
4. Ensure that the established Public Participation Process is carried out appropriately for all major transportation activities;
5. Establish and revise the metropolitan area boundary as required by law; and
6. Review and approve the UPWP.

Transportation Technical Board

The Transportation Technical Board (TTB) coordinates transportation issues at the technical level and provides technical advice to the TPB.

The functions of the TTB include the following:

1. Present transportation agenda items to various agencies;
2. Review the TIP;
3. Review transportation plans and studies;
4. Make recommendations to the TPB;
5. Review transportation issues at the request of the TPB; and
6. Review the UPWP.

The current memberships of the TPB and TTC are found in Appendix B.

TRANSPORTATION PLANNING FACTORS

The FY 2024-2025 UPWP was developed in compliance with the Infrastructure Investment and Jobs Act (IIJA), which was signed into law on November 15, 2021. Current surface transportation legislation requires MPOs to consider ten (10) factors in the transportation planning process. Additionally, the IIJA continues its predecessor's emphasis on financial feasibility, public involvement, consideration of social, economic, and environmental impacts of transportation decisions, and performance-based planning.

- (1) Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
- (2) Increase the safety of the transportation system for motorized and non-motorized users;
- (3) Increase the security of the transportation system for motorized and non-motorized users;
- (4) Increase accessibility and mobility of people and freight;
- (5) Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- (6) Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- (7) Promote efficient system management and operation;
- (8) Emphasize the preservation of the existing transportation system;
- (9) Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
- (10) Enhance travel and tourism.

TRANSPORTATION PLANNING PRODUCTS

The metropolitan transportation planning process results in the development of metropolitan planning products, including the UPWP, the MTP, the TIP, and the PPP. Details of these products are provided below.

Unified Planning Work Program (UPWP)

The purpose of the UPWP is to provide guidance for the continuing, comprehensive, and cooperative (3C) approach to transportation planning. The UPWP is based on the transportation planning priorities in the Enid area in consideration of federal planning factors and federal emphasis areas. The UPWP lists all work to be addressed during the FY and identifies revenue sources. The Federal Highway Administration) FHWA and (Federal Transit Administration) FTA must approve the budget and statement of work in the UPWP in writing by June 30th, before costs may be incurred for the new FY. The Chisholm Trail MPO will develop its first UPWP in FY2024.

Metropolitan Transportation Plan (MTP)

The MTP is one of the main products of the metropolitan transportation planning process, addressing no less than a twenty (20) year horizon. The transportation plan includes both long-range and short-range strategies that provide for the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demand. The Chisholm Trail MPO will develop its first MTP by December 29, 2026.

Transportation Improvement Program (TIP)

The TIP is a prioritized list of transportation projects proposed for implementation during the next four years. Projects included in the TIP must be consistent with the MTP. The TIP is required to be financially constrained in each year of the program. This means that the funding identified for transportation projects in a given year must be equal to the amount reasonably expected to be available under existing federal, state and local programs. Prior to adoption of the TIP (or amendment) the Chisholm Trail MPO provides an opportunity for public review and comment and holds a public hearing. A project utilizing federal transportation funds may not proceed unless it is included in the TIP. Amendments and revisions of the TIP may occur at any time during the FY. The Chisholm Trail MPO will develop its first TIP by December 29, 2026.

Public Participation Process (PPP)

The intent of the PPP is to encourage and support proactive public participation throughout the planning and decision making process related to the development of proposed transportation plans, programs, and projects so that a safe, efficient transportation system reflecting the needs and interests of all stakeholders can be provided. Public participation provides residents, affected public agencies, providers of transportation and other interested party's reasonable opportunity to comment and participate in goal setting, problem solving, and expand the focus of transportation decision making. The Chisholm Trail MPO will begin developing its first PPP in FY 2024.

TRANSPORTATION PLANNING PRIORITIES

The FY 2024-2025 planning priorities are reflected in the various elements of this document. The major products or activities in this FY will include:

- a) Develop and maintain the Chisholm Trail MPO website;
- b) Address Title II and Title VI program requirements;
- c) Develop the Title VI plan for the MPA;
- d) Develop the MPO's Public Participation Process;
- e) Data collection for the MTP;
- f) Establish the Adjusted Urban Boundary and submit to ODOT;
- g) Review Functional Class and submit revisions to ODOT;
- h) Establish Performance Management (PM) targets for the MPA; and
- i) Attend training to further enhance the MPO staff's understanding of the transportation planning process.

FUNDING

Funding of the transportation planning process for the MPA is from three sources: FHWA PL fund, FTA Section 5303 fund, and the local match. Federal funds will reimburse up to 80% of eligible work effort (identified in the UPWP) and the remaining 20% of the funding is provided by the City of Enid. Through FHWA, ODOT receives annually from the federal government State Planning and Research (SPR) funds in the amount of \$40,000 for the MPA area. Based on an agreed distribution formula developed by ODOT and approved by FHWA, FY 2024 and 2025 PL funds are \$200,000. The IIJA requires PL funds to set aside 2.5% for complete streets planning activities each FY, which is \$5,000 for FY 2024 and 2025. Section 5303 transit planning funds for 2025 is \$25,000. Total federal funds applied for is \$225,000. Tables 1 and 2 on the following pages illustrate the sources of funding for various planned MPO activities in FY 2024 and 2025. There is a Memoranda of Understanding (MOU) between the Chisholm Trail MPO and the City of Enid detailing the amount of local match and responsibilities.

Table 1: FHWA PL & FTA Section 5303 Budget Summary

	PL Funds	5303 Funds	City Match	SPR	TOTAL
Personnel	\$147,660	\$20,000	\$41,915	\$40,000	\$249,575
Equipment & Supplies	\$6,240	\$0	\$1,560	\$0	\$7,800
Printing & Advertising	\$20,000	\$5,000	\$6,250	\$0	\$31,250
Contractual	\$16,100	\$0	\$2,775	\$0	\$18,875
Training & Travel	\$10,000	\$0	\$2,500	\$0	\$12,500
TOTAL	\$200,000	\$25,000	\$55,000	\$40,000	\$320,000

Source: Chisholm Trail MPO

Table 2: FY 2024-2025 Total Budget, Including Federal, State and Local Sources

Element #	5303	Project	PL Funds	5303 Funds	City Match	SPR*	TOTAL
1	44.21.00	Program Support & Administration	\$58,641	\$1,504	\$15,036	\$40,000	\$115,182
2	44.22.00	Data Collection & Information	\$25,892	\$0	\$6,473	\$0	\$32,366
3	44.24.00	Short Range Transit Planning	\$0	\$23,496	\$5,874	\$0	\$29,370
4		Long Range Transportation	\$50,918	\$0	\$12,729	\$0	\$63,647
5	44.25.00	Transportation Improvement Program	\$23,248	\$0	\$5,812	\$0	\$29,060
6	44.27.00	Public Participation	\$36,300	\$0	\$9,075	\$0	\$45,376
7		Complete Streets**	\$5,000	\$0	\$0	\$0	\$5,000
		TOTAL	\$200,000	\$25,000	\$55,000	\$40,000	\$320,000

Source: Chisholm Trail MPO

*SPR - State Planning & Research Funds Included

**Complete Streets – IIJA § 11206(b) requires MPOs to set aside 2.5% of the PL funds received to increase safe and accessible transportation options. All matching requirements are waived for the 2.5% set aside.

Element 1.0 - Program Support & Administration

OBJECTIVE: Management and monitoring of the transportation planning process. Compliance with administrative, financial, and legal requirements for maintaining a 3C transportation planning process.

TASK DESCRIPTION: The purpose of this element is to ensure that the accounting and management functions necessary to maintain the efficient and effective planning activities outlined in the FY 2024-2025 UPWP are carried out in accordance with federal and state regulations.

Tasks:

1. General Administration:
 - a. Maintain financial records including an annual financial audit.
 - b. Prepare the MOU, Certification Statements, Annual Listing of Obligated Projects (ALOP), etc., and coordinate with ODOT and Enid Public Transit Authority (EPTA) on the development of the UPWP.
 - c. Prepare and submit monthly claims to ODOT.
2. Training and Travel: Utilize training in transportation planning for MPO staff available through the ODOT, National Highway Institute, FHWA, FTA, and other agencies.
3. Supplies and Equipment: Office supplies, equipment, and meeting room fees and supplies.

Products and Schedule:

Product	Fiscal Year	Staff Contact*	Estimated Hours
UPWP, MOU, Certifications, ALOP, etc.	2024 / 2025	PD, TP, FD, S	314
Transportation Planning Training & Travel	2024 / 2025	PD, TP	120
Audit	2024 / 2025	PD, TP	233

*PD – Planning Director; TP – Transportation Planner; FD – Finance Director; S – Secretary

Table 3: Program Support & Administration Funding

FUNDING SOURCE	FUNDING AMOUNT
PL Funds	\$58,641
FTA Section 5303 Grant Funds	\$1,504
City Match	\$15,036
SPR* (ODOT)	\$40,000
TOTAL	\$115,182

Source: Chisholm Trail MPO

Element 2 - Data Collection & Information

OBJECTIVE: Monitor changes in demographic characteristics and land use to ensure transportation projections are compatible with current patterns, local land use policies and gather required data for the metropolitan transportation plan.

GENERAL DESCRIPTION: This element provides for the collection and maintenance of data on metropolitan development patterns and demographic characteristics to support the long range planning process, the development of the transportation model development of maps and a database to support transportation planning activities.

Tasks:

1. Data Collection & Maintenance:
 - a. Collect and maintain databases that support the transportation planning process to include:
 - i. Building permit data,
 - ii. Traffic count data and accident data,
 - iii. Socioeconomic data including population and employment by Transportation Analysis Zones (TAZ),
 - iv. Operational and performance data of the transit system,-and,
 - v. Data on non-motorized travel including bicycle and pedestrian facilities.
2. Mapping & Graphics:
 - a. Prepare visual aids to be incorporated into transportation plans, studies or reports to support the transportation planning process.
 - b. Maintain electronic maps showing traffic counts, accident data, speed limits, number of lanes, signalized intersections, traffic control signs, transit routes, bus shelter locations, sidewalk locations, bicycle and pedestrian routes, and traffic generator locations.

Products and Schedule:

Product	Fiscal Year	Staff Contact*	Estimated Hours
Data Collection / Maintenance / Mapping	2025	PD, TP	580

*PD – Planning Director; TP – Transportation Planner; FD – Finance Director; S – Secretary

Table 4: Data Collection & Information Funding

FUNDING SOURCE	FUNDING AMOUNT
PL Funds	\$25,892
FTA Section 5303 Grant Funds	\$0
City Match	\$6,473
TOTAL	\$32,366

Source: Chisholm Trail MPO

Element 3 - Short Range Transit Planning

OBJECTIVE: The objectives of this task are to assist the EPTA in monitoring public transportation needs and identifying and improving locations with operational deficiencies.

GENERAL DESCRIPTION: This element involves coordination between the EPTA and other agencies to enhance transit service in the MPA.

Tasks:

1. Coordinate with EPTA General Manager to ensure the Chisholm Trail MPO Public Participation Process meets applicable FTA requirements for public involvement and participation.
 - a. Develop Title II Assurances.
 - b. Develop Title VI Assurances, Complaint Process and Form.
 - c. Develop Title VI Plan.

Products and Schedule:

Product	Fiscal Year	Staff Contact*	Estimated Hours
Develop Title II Assurances	2024	PD, TP, S	120
Develop Title VI Assurances, Complaint Process and Form	2024	PD, TP, S	120
Develop Title VI plan	2024 / 2025	PD, TP, S	200

*PD – Planning Director; TP – Transportation Planner; FD – Finance Director; S – Secretary

Table 5: Short Range Transit Planning Funding

FUNDING SOURCE	FUNDING AMOUNT
PL Funds	\$0
FTA Section 5303 Grant Funds	\$23,496
City Match	\$5,874
TOTAL	\$29,370

Source: Chisholm Trail MPO

Element 4 – Long Range Transportation Planning

OBJECTIVE: To develop a transportation plan addressing no less than a 20-year planning horizon. The plan includes both long-range and short-range strategies that provide for the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demands.

GENERAL DESCRIPTION: The 2050 MTP is required to be adopted by December 29, 2026. The MTP will be developed in accordance with 23 CFR 450.324.

Tasks:

1. Review urban boundary and adjust as necessary.
2. Review roadway functional classifications and submit revisions, as necessary.
3. Develop TAZ for the MPA.
4. Establish performance targets.

Products and Schedule:

Product	Fiscal Year	Staff Contact*	Estimated Hours
Adjusted Urban Boundary	2025	PD, TP	80
Functional Class review and revisions	2025	PD, TP	280
Develop TAZ for the MPA	2025	PD, TP	456
Establish performance targets	2025	PD, TP	160

*PD – Planning Director; TP – Transportation Planner; FD – Finance Director; S – Secretary

Table 6: Long Range Transportation Planning Funding

FUNDING SOURCE	FUNDING AMOUNT
PL Funds	\$50,918
FTA Section 5303 Grant Funds	\$0
City Match	\$12,729
TOTAL	\$63,647

Source: Chisholm Trail MPO

Element 5 - Transportation Improvement Program

OBJECTIVE: To develop, prioritize and schedule a program of transportation projects.

GENERAL DESCRIPTION: The FFY 2024-2027 TIP will be developed and adopted in accordance with 23 CFR 450.326. Amendments and modifications will be processed through the fiscal year, as needed.

Tasks:

1. Develop the TIP.
2. Review and process TIP amendments as necessary.
3. Review and process TIP modifications as necessary.

Products and Schedule:

Product	Fiscal Year	Staff Contact*	Estimated Hours
FFY 2024-2027 TIP	2024	PD, TP	120
TIP Amendments	2024 / 2025	PD, TP	136
TIP Modifications	2024 / 2025	PD, TP	128

*PD – Planning Director; TP – Transportation Planner; FD – Finance Director; S – Secretary

Table 7: TIP Funding

FUNDING SOURCE	FUNDING AMOUNT
PL Funds	\$23,248
FTA Section 5303 Grant Funds	\$0
City Match	\$5,812
TOTAL	\$29,060

Source: Chisholm Trail MPO

Element 6 - Public Participation

OBJECTIVE: To provide opportunities to engage the public in the transportation planning process.

GENERAL DESCRIPTION: Identify and enhance ways to enable proactive public participation by the community in the Chisholm Trail MPO planning process in accordance with federal and state regulations.

Tasks:

1. Develop the PPP.
2. Develop and maintain the Chisholm Trail MPO website to include new information as it becomes available.
3. Schedule meetings, make presentations, attend meetings, and prepare supporting documents and distribute (i.e., agenda item commentary, agenda, etc.)
4. Develop stakeholder mailing lists and provide updated information as requested.

Products and Schedule:

Product	Fiscal Year	Staff Contact*	Estimated Hours
Develop PPP	2024 / 2025	PD, TP, S	140
Develop and maintain the Chisholm Trail MPO website	2024 / 2025	PD, TP	168
Public meetings and materials	2024 / 2025	TP, S	360
Develop stakeholder mailing list	2024 / 2025	TP, S	80

*PD – Planning Director; TP – Transportation Planner; FD – Finance Director; S – Secretary

Table 8: Public Participation Funding

FUNDING SOURCE	FUNDING AMOUNT
PL Funds	\$36,300
FTA Section 5303 Grant Funds	\$0
City Match	\$9,075
TOTAL	\$45,376

Source: Chisholm Trail MPO

Element 7 - Complete Streets Planning Activities

OBJECTIVE: To increase safe and accessible options for multiple travel modes for people of all ages and abilities.

GENERAL DESCRIPTION: Identify ways to increase safe and accessible options for all travelers and ensure new transportation facilities are safe and accessible for all.

Tasks:

1. None.

Products and Schedule:

Product	Fiscal Year	Staff Contact*	Estimated Hours
Identify gaps in active transportation networks	N/A	N/A	0

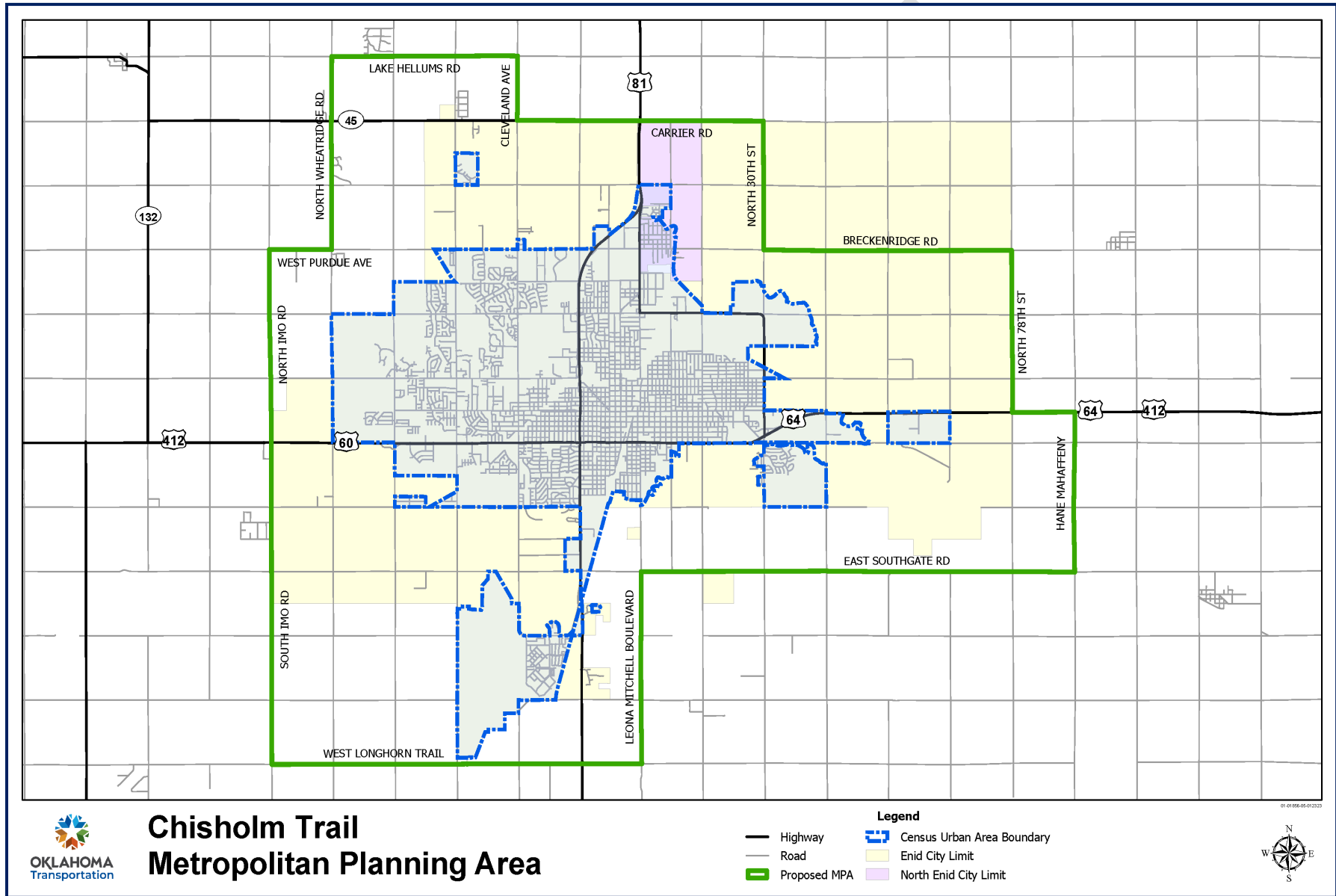
*PD – Planning Director; TP – Transportation Planner; FD – Finance Director; S – Secretary

Table 9: Complete Streets Planning Activities Funding

FUNDING SOURCE	FUNDING AMOUNT
PL Funds (2.5% set aside)	\$5,000
FTA Section 5303 Grant Funds	\$0
City Match	\$0
TOTAL	\$5,000

Source: Chisholm Trail MPO

APPENDIX A: Chisholm Trail MPO Boundary Map



APPENDIX B: Chisholm Trail MPO Membership

Transportation Technical Board Membership

Voting Members

- City of Enid, City Manager or his designee
- City of Enid, Director of Engineering or his designee
- Treasurer of EPTA or his designee
- Representative of the Town of North Enid or his designee
- Representative of Garfield County appointed by the Garfield County Commissioners
- ODOT Government Affairs, Planning Branch Manager or his designee
- ODOT District IV Rural Construction Engineer or his designee
- ODOT Multimodal Division Office of Mobility and Public Transit Manager
- Representative of the Northern Oklahoma Regional Transportation Organization
- Enid Community Development Director or designee
- Aviation Director of Woodring Airport
- Executive Director of the Greater Enid Chamber of Commerce or his designee

Ex-Officio (Non-Voting) Members

- FHWA Division Community Planner or designee
- FTA Region VI Community Planner or designee
- Representative of Vance Air Force Base Engineering

Transportation Policy Board Membership

Voting Members

- Mayor of the City of Enid
- Two Enid City Commissioners
- Mayor of the Town of North Enid or his designee
- Board of Garfield County Commissioner Chair or his designee
- NODA Executive Director or his designee
- District IV Transportation Commissioner or his designee
- ODOT District IV Engineer or his designee
- Enid Aviation Advisory Board Chair or his designee
- Enid Public Transportation Authority General Manager

Ex-Officio (Non-Voting) Members

- ODOT Government Affairs, Planning Branch Manager or his designee
- Representative of Northern Oklahoma Regional Transportation Planning Organization or his designee
- FHWA Division Administrator or designee
- FTA Region Administrator or designee
- Member of the Oklahoma House of Representatives as determined by those members representing the Chisholm Trail Metropolitan Planning Area
- The Oklahoma State Senator that represents the Chisholm Trail MPA or his designee
- Vance Air Force Base 71st FTW Commander or designee

List of Acronyms

3C	Continuing, Comprehensive, and Cooperative planning process
ALOP	Annual Listing of Obligated Projects
CFR	Code of Federal Regulations
FFY	Federal Fiscal Year
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
IJA	Infrastructure and Jobs Act
MPA	Metropolitan Planning Area
LEP	Limited English Proficiency
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MTP	Metropolitan Transportation Plan
PL	Transportation Planning
PM	Performance Management
PPP	Public Participation Process
ODOT	Oklahoma Department of Transportation
SPR	State Planning and Research
TAZ	Transportation Analysis Zone
TIP	Transportation Improvement Program
TPB	Transportation Policy Board
TTB	Transportation Technical Board
UPWP	Unified Planning Work Program

FY 2024 & FY 2025 AGREEMENT

CHISHOLM TRAIL METROPOLITAN PLANNING ORGANIZATION CONTINUING, COOPERATIVE AND COMPREHENSIVE LONG RANGE TRANSPORTATION PLANNING

FHWA PL FUNDS: Proj No.: PL – 0350 (017) EL, JP No.: 11771(12)

FHWA PL FUNDS: Proj No.: PL – 0350 (040) EL, JP No.: 11771(13)

CFDA NUMBER: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)

FTA Section 5303 FUNDS: Proj No.: FTA5303-TP24 – (021) JP No.: 15612(64)

CFDA 20.505 (METROPOLITAN TRANSPORTATION PLANNING)

I PARTIES AND PURPOSE

This AGREEMENT made and entered into this _____ day of _____, 2024, by and between the Oklahoma Department of Transportation and the Chisholm Trail Metropolitan Planning Organization (MPO) reaffirms the Metropolitan Transportation Planning process of the Chisholm Trail Metropolitan Planning Area (MPA). The above-cited parties to this AGREEMENT will hereinafter be referred to individually as the DEPARTMENT and Chisholm Trail MPO respectively or, individually or collectively as the PARTICIPANT and PARTICIPANTS. Frequent reference will be made in this AGREEMENT to the Federal Highway Administration and the Federal Transit Administration, United States Department of Transportation, hereinafter referred to as FHWA and FTA respectively.

The purpose of this AGREEMENT is to provide for DEPARTMENT pass through funding of the Metropolitan Transportation Planning activities within the MPA as identified in the FY 2024-2025 Unified Planning Work Program (UPWP). The intent of this AGREEMENT is to maintain the comprehensive, continuing and cooperative transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at a minimum expense.

II EFFECTIVE DATE

The provisions of this AGREEMENT shall become effective on the day this Federal-aid project is authorized by FHWA and FTA. This AGREEMENT shall be effective until all funding provided under Section V has been expended but in no event shall the term of this AGREEMENT be extended beyond June 30, 2025 for expenditure of FHWA Metropolitan Planning Funds (PL Funds) and for expenditure of FTA Section 5303 Funds without supplementation as provided by Section XVII of this AGREEMENT. This AGREEMENT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section XVIII of this AGREEMENT.

III ORGANIZATION

Policy direction, plan selection, and development of programs for plan implementation of the Chisholm Trail MPO Planning Process shall be vested in a Transportation Policy Board (TPB) whose membership and responsibilities are detailed in the Memorandum of Understanding dated February 28, 2024.

IV UNIFIED PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the AGREEMENT period are prescribed in the FY 2024-2025 UPWP. The UPWP details the tasks, work responsibilities, costs and funding sources

of each activity to be undertaken within the MPA. The purpose and product of the UPWP will be a viable up-to-date twenty-year comprehensive multi-modal transportation plan for the MPA. Approval of the UPWP by the PARTICIPANTS, the TPB, and FHWA and FTA will constitute acceptance of the UPWP as a part of this AGREEMENT, subject to the financing provisions of Section V herein.

V FINANCING

The DEPARTMENT presently has funds available, allocated through FHWA and FTA, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, the DEPARTMENT agrees to participate in the planning effort to be conducted within the MPA boundary as detailed in the UPWP. The PARTICIPANTS agree that the financing of the Chisholm Trail MPO as set forth in this AGREEMENT is as follows:

Annual Allocated FY 2024 FHWA PL Funds	\$ 97,500.00
Annual Allocated FY 2025 FHWA PL Funds	\$ 97,500.00
2.5 % for Safe and Accessible Transportation	\$ 5,000.00
Annual Allocated FY 2025 FTA Section 5303 Funds	\$ 0.00 ¹
Total FHWA PL and FTA Section 5303 Funds.....	\$ <u>200,000.00</u>

All FHWA PL funding amounts are verified and accurate as of **January 31, 2024**

Such funds shall be on the basis of direct and indirect actual auditable cost as stated in 23 Code of Federal Regulations (CFR) Chapter 1, §420.113 and the provisions of the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR 200 Subpart E. The direct costs shall be limited to the equipment rental, equipment purchase, authorized travel, office supplies, printing costs, personnel salaries, legal fees, personnel selection and placement, personnel relocation expenses, office rent and other necessary expenses directly associated with actual work performed under this AGREEMENT. Allowable indirect cost will be determined in accordance with 2 CFR 200.414.

The financing provided by this AGREEMENT is for eighty percent (80%) of total actual auditable costs for the FHWA PL and FTA Section 5303 funds. The twenty percent (20%) of the costs are to be funded by the Northern Oklahoma Development Authority, local units of government and the Enid Public Transportation Authority through the Chisholm Trail MPO.

VI AUDIT

As part of this AGREEMENT, Chisholm Trail MPO agrees to provide the DEPARTMENT with a Single Audit performed in accordance with the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations and provisions of the AGREEMENT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTICIPANTS will resolve the outstanding issues as provided under Section VII.

¹ FY 2025 FTA Section 5303 funds are currently unavailable. When FTA funds are available for authorization, the agreement will be modified to add FTA Section 5303 funds subject to the provisions of Section XVII.

VII DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or the DEPARTMENT's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to the Deputy Director of the DEPARTMENT and the Chairperson of Chisholm Trail MPO who jointly shall make the final determination.

VIII PAYMENT

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

IX PROGRESS REPORTS

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

X INSPECTION OF WORK

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

XI PROGRAM EQUIPMENT PROCUREMENT

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

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

When a PARTICIPANT and/or the subrecipient has contracted out a portion of its federally funded operation or has passed through funding to a subcontractor competitive procurement requirements shall

apply to the PARTICIPANT and/or subcontractor activities. In such circumstances, the procurement process of the PARTICIPANT and/or the subcontractor shall meet all state and federal requirements. Furthermore, the DEPARTMENT will maintain complete oversight to ensure PARTICIPANT/subcontractor compliance. This requires written procurement procedures, overseeing selected procurement processes, and auditing the PARTICIPANT/ subcontractor as the DEPARTMENT deems necessary.

XII RECORDS

The PARTICIPANT hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200. Such records will be made available for inspection by the DEPARTMENT, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to the DEPARTMENT with respect to the study. Copies of such records shall be furnished at cost to the DEPARTMENT.

XIII OWNERSHIP OF DATA

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

XIV INFORMATION AND REPORTS

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

XV PUBLICATION PROVISIONS

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

XVI TRAVEL

All out-of-state travel associated with the UPWP and payable under this AGREEMENT must have the written approval of the Chisholm Trail MPO Executive Director, who is the City Manager of Enid. A copy of the approved travel voucher must be sent to the DEPARTMENT, for information, prior to actual travel. Reimbursement claims for travel expenses: transportation, lodging, per diem and other miscellaneous expenses, shall not exceed the maximum allowed for State agencies under Oklahoma law.

XVII AMENDMENTS OR MODIFICATION OF AGREEMENT

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the PARTICIPANTS with same formalities as are observed in the execution of this AGREEMENT.

XVIII TERMINATION OF AGREEMENT

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

XIX GOVERNMENT WIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

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

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

XX USE OF CONSULTANTS

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

XXI RESPONSIBILITY FOR CLAIMS AND LIABILITY

Chisholm Trail MPO and/or its consultants shall hold harmless the DEPARTMENT, FHWA and FTA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by Chisholm Trail MPO and/or its consultants or the negligent acts or misconduct of their subconsultants, agents, or employees arising from this AGREEMENT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workman's

Compensation Laws or any other laws. Chisholm Trail MPO and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished the DEPARTMENT.

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

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

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

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

XXIII COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT

Chisholm Trail MPO and the DEPARTMENT agree to adhere to the requirements specified in Sec. 23.43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs," a copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this AGREEMENT.

XXIV COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING

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

XXV COVENANTS AGAINST CONTINGENT FEES

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

XXVI PRIOR UNDERSTANDING

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

XXVII GOVERNING LAWS AND REGULATIONS

Chisholm Trail MPO and its subconsultants shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this AGREEMENT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, Chisholm Trail MPO shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

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

XXVIII HEADINGS

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

XXIX BINDING EFFECT

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

XXX NOTICES

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

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

Department of Transportation
Government Affairs – Planning Branch
200 Northeast 21st Street
Oklahoma City, Oklahoma 73105-3204

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

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

Chisholm Trail Metropolitan Planning Organization
Secretary of the MPO
401 W. Owen K Garriott Rd
Enid, OK 73701

XXXI SEVERABILITY

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

IN WITNESS WHEREOF, the Chairperson of the Chisholm Trail Metropolitan Planning Organization has set his/her hand and seal this _____ day of _____, 2024 and the Deputy Director of the Oklahoma Department of Transportation has set his/her hand and seal this _____ day of _____, 2024.

CHISHOLM TRAIL METROPOLITAN PLANNING ORGANIZATION:

Reviewed and Approved
as to Legality and Form:

_____ Attorney	_____ Date	_____ Chairperson	_____ Date
		Chisholm Trail MPO 401 W. Owen K Garriott Rd Enid, OK 73701	
		Federal Tax ID Number: <u>99-1306608</u>	

OKLAHOMA DEPARTMENT OF TRANSPORTATION:

Recommended:

Government Affairs –
Planning Branch Manager

Date

Reviewed and Approved
as to Legality and Form:

Approved:

_____ General Counsel	_____ Date	_____ Deputy Director	_____ Date
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EXHIBIT A

FEDERAL-AID ELIGIBILITY CERTIFICATION

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

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

If none so state by entering the word none: _____

 Chairperson
 Chisholm Trail Metropolitan Planning Organization

 Date

EXHIBIT B (page 1 of 2)**ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS**

This certification applies to subconsultants, material suppliers, vendors and other lower tier PARTICIPANTs.

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

EXHIBIT B (page 2 of 2)

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

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

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

EXHIBIT C (page 1 of 2)**NONDISCRIMINATION OF EMPLOYEES**

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

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

EXHIBIT C (page 2 of 2)

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

EXHIBIT D (page 1 of 2)

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

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

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

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

EXHIBIT D (page 2 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S

BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

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

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

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

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

Chairperson
Chisholm Trail Metropolitan Planning Organization

Date

STATUTORY CERTIFICATION

The undersigned hereby certifies to the following statutory requirements:

A. Pursuant to Title 74 O.S. § 85.22, I certify:

1. I am the duly authorized agent of the contractor, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

B. I certify pursuant to 74 OS §85.22, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

C. I certify pursuant to Title 74 O.S. § 85.42, that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided under this contract.

D. That, to the best of my knowledge and belief, the contractor has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which could result in a substantial duplication of the services required by this contract.

E. That the contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the contractor.

F. In full compliance with Title 74 O.S. § 582, the contractor certifies that the contractor is not currently engaged in a boycott of goods or services from Israel.

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

CERTIFIER

**JOINT CERTIFICATION STATEMENT FOR THE METROPOLITAN TRANSPORTATION PLANNING PROCESS
BY THE OKLAHOMA DEPARTMENT OF TRANSPORTATION AND THE CHISHOLM TRAIL METROPOLITAN
PLANNING ORGANIZATION**

1. The Chisholm Trail Metropolitan Planning Organization (MPO) approved Bylaws on February 21, 2024 outlining the purpose and membership of the Transportation Policy Board (TPB) and the Transportation Technical Board (TTB).
2. The Chisholm Trail MPO, Oklahoma Department of Transportation (ODOT), and the Enid Public Transit Authority (EPTA) executed a Memorandum of understanding (MOU) on February 28, 2024, to carry out the comprehensive, cooperative, and continuing metropolitan transportation planning process in the Chisholm Trail Metropolitan Planning Area (MPA).
3. The Chisholm Trail MPO hereby certifies that it is carrying out the comprehensive, cooperative, and continuous metropolitan transportation planning process for the area in accordance with the applicable requirements of:
 - a. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
 - b. Sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
 - c. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
 - d. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity.
 - e. Section 1101 (b) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (Pub. L 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises (DBEs) in USDOT funded projects;
 - f. 23 CFR part 230 regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - g. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. Seq.) and 49 CFR parts 27, 37 and 38;
 - h. The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - i. Section 324 of Title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
 - j. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
4. In Fiscal Year (FY) 2024-2025 emphasis will be in the following areas:
 - a. Develop and maintain the Chisholm Trail MPO website;
 - b. Address Title II and Title VI program requirements;
 - c. Develop the Title VI plan for the MPA;
 - d. Develop the MPO's Public Participation Process;
 - e. Data collection for the Metropolitan Transportation Plan;
 - f. Develop the Transportation Improvement Program (TIP);
 - g. Establish the Adjusted Urban Boundary and submit it to ODOT;

- h. Review Functional Class and submit revisions to ODOT;
- i. Establish Performance Management (PM) targets for the MPA; and
- j. Attend training to further enhance the MPO staff's understanding of the transportation planning process.

Based upon the enumerations mentioned above, ODOT and the Chisholm Trail MPO declare that the Chisholm Trail MPA has an effective, ongoing, comprehensive, cooperative, and continuous transportation planning process addressing the major issues facing the Chisholm Trail Metropolitan Area and is being conducted according to all applicable laws and regulations. Consequently, the Metropolitan Transportation Planning Process in the Chisholm Trail Metropolitan Area has been certified.

Signed this _____ day of _____, 2024

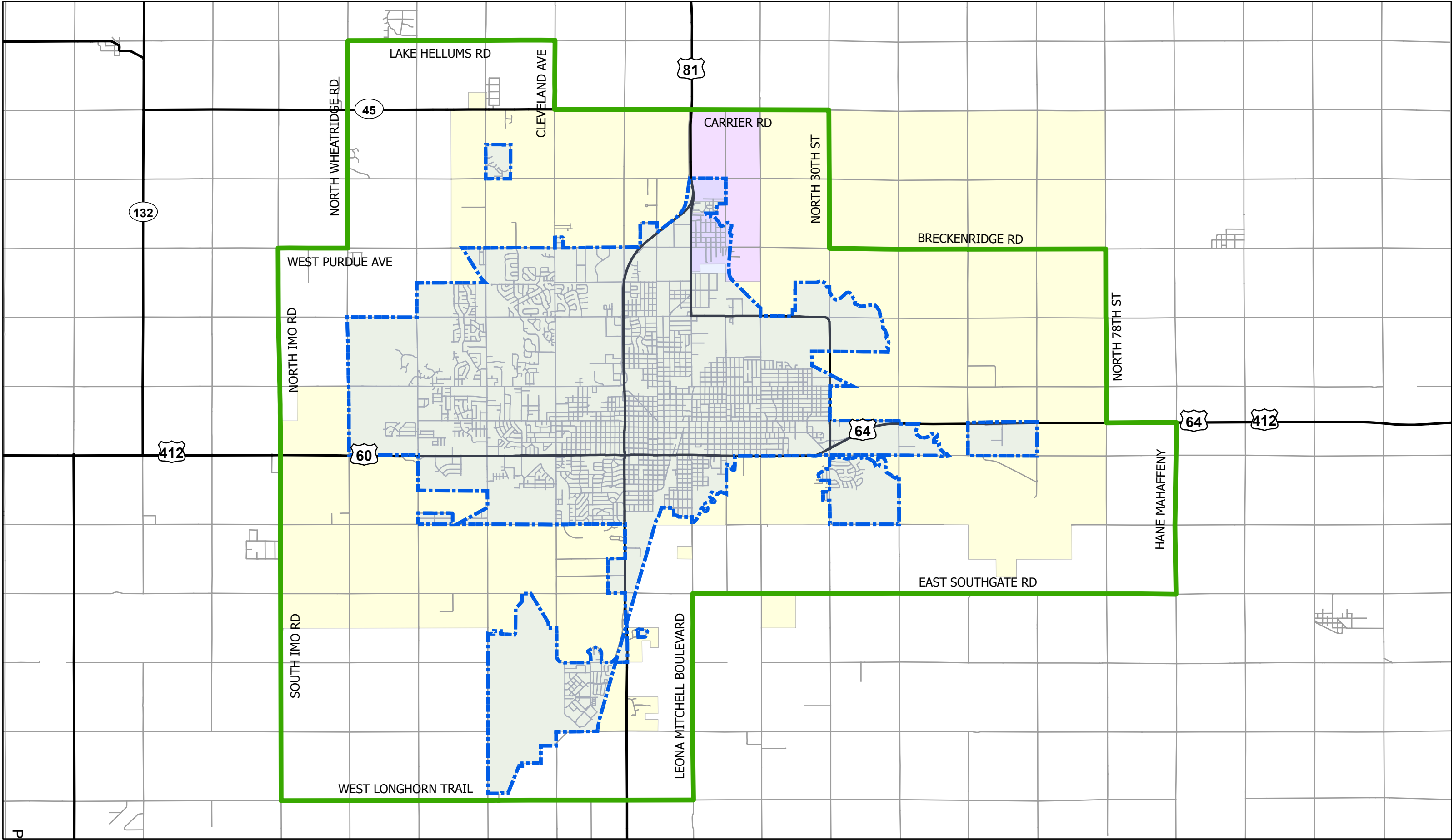
Chisholm Trail Metropolitan Planning Organization:

Chairman

Signed this _____ day of _____, 2024

Oklahoma Department of Transportation:

Deputy Director



Chisholm Trail Metropolitan Planning Area

Legend

Highway	Census Urban Area Boundary
Road	Enid City Limit
Proposed MPA	North Enid City Limit

