

FISTA Development Trust Authority

Board Meeting

July 11, 2023 at 3:15 p.m.

FISTA Innovation Park, Conference Room

428 SW C Avenue, Lawton, Oklahoma

The meeting will be conducted in-person for all trustees and members of the public to attend.

AGENDA

I. Call to Order/Roll Call

II. Introduction of Guests

III. Business

- A.** Consider approval of minutes of the Trust meeting on June 6, 2023

RECOMMENDED ACTION: Motion to approve/amend minutes

- B.** Consider approval of April 2023 financials

RECOMMENDED ACTION: Motion to approve financials.

- C.** Consider approval of amendments to the FISTA Employee Handbook regarding confidential information and Non-Compete/Confidentiality Agreements to be required of employees, and delegation of signatory authority for such Agreements (Copy of FISTA Employee Handbook amendments are on file in the Office of the City Clerk).

Recommended Action: Approve amendments to the FISTA Employee Handbook regarding confidential information and Non-Compete/Confidentiality Agreements, and delegation of signatory authority for such Agreements.

- D.** Consider approval of the form of the Non-Compete/Confidentiality Agreement required of FISTA employees as authorized by amendments to FISTA Employee Handbook (Copy of Non-Compete/Confidentiality Agreement is on file in the Office of the City Clerk).

Recommended Action: Approve the form of the Non-Compete/Confidentiality Agreement required of FISTA employees.

- E.** Consider approval of the Trust's By-Laws amending the number of Trustees and residency requirements to conform to the amended Trust Indenture, amending the number and manner of appointment of Ex-Officio Members, and authorize the Chair and Secretary to execute the Amended By-Laws (Copy of Amended By-Laws is on file in the Office of the City Clerk)

Recommended Action: Approve the Amendments and authorize the Chair and Secretary to execute the Amended By-Laws. (Note: Amendment of the By-Laws requires a 2/3 affirmative vote of the Trustees)

F. Consider approval of a FY 2023 HUD Community Project Funding Subrecipient Grant Agreement and Appendixes between the City of Lawton and FISTA Trust in the amount of \$2,203,000, and authorize the Chair to execute the Agreement and associated documents (Copy of Grant Agreement and Appendixes are on file in the Office of the City Clerk)

Recommended Action: Approve the Subrecipient Grant Agreement and Appendixes in the amount of \$2,203,000, and authorize the Chair to execute the Agreement and associated documents)

IV. Reports

FISTA Staff

InTouch/Insight Property Manager

Consultants

Trustees/Committees

Construction – Mr. Ezerski

Nominating – Mr. Kennedy

Budget – Mr. Fortney

Security and Clearance – Mr. Johnson Jr.

Anechoic Chamber – Mr. Saylor

Commercial Counter UAS – Ms. Ellis

Strategic Plan – Mr. Brace

V. Adjourn

This Notice of Meeting and Agenda was sent via email on July 7, 2023 at ____ m. to the following locations:

Lawton City Hall
Lawton Constitution

The FISTA Development Trust Authority encourages participation by all City of Lawton citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The 48-hour time period may be waived if an interpreter for the deaf (signing) is not the necessary accommodation.

FISTA Development Trust Authority Board Meeting Minutes

June 6, 2023 at 3:15 p.m.

FISTA

428 SW C Avenue, Lawton, Oklahoma

Trustees Present: Mark Brace, Barry Ezerski, Clarence Fortney, Brian Henry, Albert Johnson Jr., Phil Kennedy and Randy Warren

Ex-Officio Present: Maria Meredith, Vincent Saylor and Assistant Treasurer Dani Blackburn

Trustees Absent: David Madigan and Ron Nance

Ex-Officio Absent:

Staff Present: Brittany Brown

Guests: R.L. Smith, Reginald Brown, Jason Wells and Kim McConnell

I. Call to Order/Roll Call

II. Introduction of Guests

III. Business

- A.** Consider approval of minutes of the Trust meeting on May 2, 2023
ACTION: Mr. Henry moved to approve the minutes of the Trust meeting on April 4, 2023; Mr. Warren seconded the motion. The motion passed unanimously; a copy of the minutes attached and on file in the Office of the City Clerk.
- B.** Consider approval of March 2023 financials
ACTION: Ms. Blackburn presented; Mr. Henry moved to approve the March financials; Mr. Kennedy seconded the motion. The motion passed unanimously; a copy of the financials attached and on file in the Office of the City Clerk.
- C.** Consider approval of Maria Meredith as an Ex-Officio member of the FISTA Trust nominated by the Lawton Business Women under Article 4 of the By-Laws of the Trust
ACTION: Mr. Ezerski moved to approve Maria Meredith as an Ex-Officio member of the Trust nominated by the Lawton Business Women, Mr. Henry seconded the motion. The motion passed unanimously.
- D.** Consider approval of a Standards of Conduct and Conflicts of Interest Policy required by grant awards of federal funds to the Trust and authorize the Chair and Secretary to execute the Policy
RECOMMENDED ACTION: Mr. Johnson moved to approve the policy; Mr. Ezerski seconded the motion. The motion passed unanimously; a copy of the

Standards of Conduct and Conflicts of Interest Policy is on file in the Office of the City Clerk.

- E.** Consider approval of the proposed FISTA Trust Budget for FY 23-24 and upon approval, direct the proposed Budget be submitted to the City of Lawton for its consideration and action.

RECOMMENDED ACTION: Mr. Kennedy presented; Mr. Henry moved to approve the FISTA Trust Budget for FY 23-24 and direct the proposed Budget to be submitted to the City of Lawton for its consideration and action; Mr. Warren seconded the motion. The motion passed unanimously; a copy of the proposed FISTA Trust Budget for FY 23-24 is on file in the Office of the City Clerk.

- F.** Consider approval of the amended Parking License Agreement with the Comanche County Board of Commissioners in the annual amount of \$1,020 and authorize the Chair and Secretary to execute the amended Agreement.

RECOMMENDED ACTION: Mr. Johnson moved to approve the amended Agreement; Mr. Ezerski seconded the motion. The motion passed unanimously; a copy of the amended Parking License Agreement is on file in the Office of the City Clerk.

- G.** Consider approval of proposed FY24 Slate of Officers.

RECOMMENDED ACTION: FY24 Slate of Officers – Mark Brace as Chair, Phil Kennedy as Vice Chair, Barry Ezerski as Secretary and David Madigan as Treasurer. Mr. Kennedy moved to approve the FY24 Slate of Officers; Mr. Johnsons seconded the motion. The motion passed unanimously; a copy of the proposed FY24 Slate of Officers is on file in the Office of the City Clerk.

- H.** Chair to appoint FY24 Standing Committees (Construction and Nominating)
Construction Committee – Mr. Kennedy, Mr. Madigan, Mr. Fortney, and Mr. Ezerski

Nominating Committee – Mr. Kennedy, Mr. Fortney (others to be named)

- I.** Consider approval of a one-year renewal of the Central Mall Management and Maintenance Agreement, as amended, with InSight Commercial Real Estate Brokerage/InTouch Management Services and authorize the Chair and Secretary to execute the renewed Agreement.

- J.** **RECOMMENDED ACTION:** Mr. Brace moved to approve the one-year renewal Agreement, as amended; Mr. Kennedy seconded the motion. The motion passed unanimously; a copy of the renewed Agreement is on file in the Office of the City Clerk.

- K.** Take action to cancel the Professional Services Agreement with Krista Ratliff effective on June 1, 2023, when she assumed her duties as Executive Director of the Trust
RECOMMENDED ACTION: Mr. Henry moved to approve the cancellation of the agreement due to employment; Mr. Johnson seconded the motion. The motion passed unanimously.
- L.** Consider approval of an Advertisement for Bids to finish out CEMA space in the area leased by Dynetics, Inc. and build out of a new restroom bank and break area in FISTA I, and direct the Advertisement be published electronically and advertised at least once a week for 2 successive weeks in a newspaper of general circulation in Comanche County prior to the date on which bids are received and opened.
RECOMMENDED ACTION: Mr. Ezerski moved to approve the Advertisement for Bids and direct the Advertisement be published electronically and advertised at least once a week for 2 successive weeks in a newspaper of general circulation in Comanche County prior to the date on which bids are received and opened; Mr. Kennedy seconded the motion. The motion passed unanimously; a copy of the Advertisement for Bids is on file in the Office of the City Clerk.
- M.** Consider approval of the First Amendment to the FISTA Trust Indenture increasing the number of Trustees from 9 to 11, permitting no more than 3 Trustees to reside outside the City of Lawton, but within Comanche County, Oklahoma, and changing the title of Director to President & Chief Executive Officer, authorize the Trustees to execute the First Amendment to the Trust Indenture, and direct the proposed First Amendment be submitted to the City of Lawton for its approval.
RECOMMENDED ACTION: Mr. Warren moved to approve the First Amendment to the FISTA Trust Indenture and direct the proposed First Amendment be submitted to the City of Lawton for its approval; Mr. Henry seconded the motion. The motion passed unanimously; a copy of the proposed First Amendment is on file in the Office of the City Clerk.
- N.** Consider approval of an Amendment to the FISTA Purchase, Finance & Accounting Policy authorizing the President/CEO to have issued a purchasing card with a limit not to exceed \$7,500 to FISTA employees on an as needed basis and authorize the Chair and Secretary to execute the Amended Policy.
RECOMMENDED ACTION: Mr. Brace moved to approve the Amendment to the Policy; Mr. Ezerski seconded the motion. The motion passed unanimously; a copy of Amendment is on file in the Office of the City Clerk.
- O.** Consider approval of an American Rescue Plan Act (ARPA) Subaward Grant Funding Contract with the Oklahoma Center for the Advancement of Science &

Technology (OCAST) in the amount of \$20,000,000 and authorize the Chair to execute the Contract/Exhibits.

RECOMMENDED ACTION: Mr. Johnson moved to approve the ARPA Grant Contract with OCAST in the amount of \$20,000,000; Mr. Henry seconded the motion. The motion passed unanimously; a copy of Contract and Exhibits are on file in the Office of the City Clerk.

IV. Reports

FISTA Staff – Mrs. Brown updated on the new services at the FISTA. Cleaning, Security and Trash services are now in place. Tenants are ramping up with more conferences being held and many great reviews from visitors.

InTouch/Insight Property Manager – Mr. Wells talked about the past and upcoming activities being held inside the Central Plaza to bring in more customers. There will also be a circus coming in July, located in the NW parking lot.

Consultants – No report

Trustees/Committees

Construction-Mr.Ezerski – No report

Nominating-Mr. Kennedy – Mr. Kennedy presented the proposed slate of officers for FY23-24

Budget-Mr.Fortney – No report

Security and Clearance-Mr. Johnson – Trying to schedule follow up meetings

Anechoic Chamber-Mr. Saylor – Waiting on funding, still keeping in touch with contacts

Commercial Counter UAS-Mr. Brace presented, stating this is still in the works more to come.

Strategic Plan-Mr.Brace – No report

V. Adjourn

This Notice of Meeting and Agenda was sent via email on June 2, 2023, at 12:10 pm. to the following locations:

Lawton City Hall
Lawton Constitution

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Financial Statements

**of
FISTA DEVELOPMENT TRUST AUTHORITY
For the Periods Ended April 30, 2023 and 2022**

See Accountant's Compilation Report



Hatch, Croke & Associates, P.C.

417 SW C Avenue
Lawton, OK 73501

Certified Public Accountants
(580) 353-2122
Fax: (580) 353-2178

To Board of Directors
FISTA DEVELOPMENT TRUST AUTHORITY
Lawton, Oklahoma

Management is responsible for the accompanying financial statements of FISTA DEVELOPMENT TRUST AUTHORITY (an Oklahoma Public Trust), component unit of the City of Lawton, Oklahoma, which comprise the statement of net position as of April 30, 2023, and the related statement of revenue and expenses-combined for the 1 month and 10 months ended April 30, 2023 and April 30, 2022, and the related statement of cash flows for the 1 month and 10 months ended April 30, 2023 in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Accounting principles generally accepted in the United States of America require that fixed assets with a useful life of more than a year be capitalized and depreciated over their estimated useful life. Management has elected to expense current year asset acquisitions which is not consistent with generally accepted accounting principles. Management has not determined the effect of this departure on the financial statements.

Management has elected to omit substantially all the disclosures, management discussion and analysis (MD&A), statement of changes in net assets, and required supplementary information required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statements were included in the financial statements, they might influence the user's conclusions about the Organization's net position, changes in net assets, and cash flows. Accordingly, the financials statements are not designed for those who are not informed about such matters.

Supplementary Information

The supplementary information contained in the departmental statements of revenue and expenses and the Budget/Variance reports are presented for purposes of additional analysis and are not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Other Matters

While the financial statements are compiled in accordance with accounting principles generally accepted in the United States of America, their presentation is not.

We are not independent with respect to FISTA DEVELOPMENT TRUST AUTHORITY.

Hatch, Croke & Associates, P.C.

Hatch, Croke & Associates, P.C.
Lawton, Oklahoma
July 6, 2023

FISTA DEVELOPMENT TRUST AUTHORITY**Statement of Net Position****April 30, 2023****ASSETS****Current Assets**

Cash - LNB Operating	\$	58,442.22
Cash - LNB Operating ICS		1.04
Cash - LNB Trust Account ICS		7,333.00
Cash - LNB Sales Tax Funds ICS		48,092.32
Cash - BOK Financial Construct		0.10
Cash - BOK Financial Prin Acct		476,248.93
Cash - BOK Financial Int Acct		177,674.11
A/R - City of Lawton		588,270.33
A/R - InTouch Management		121,103.26
A/R - FISTA Tenants		1,610.82
A/R - Plaza Tenants		123,320.49
Allowance for Doubtful Account		(16,047.25)
Prepaid Insurance		8,968.91
Leases Receivable - Current		<u>757,484.02</u>

Total Current Assets \$ 2,352,502.30

Fixed Assets

WIP - Full Build Out	2,419,995.28
Buildings & Improvements-FISTA	38,000.24
Buildings & Improvements-Mall	77,358.64
Equipment-FISTA	14,052.34
Furniture & Fixtures-FISTA	7,649.60
Furniture & Fixtures-Mall	4,455.94
Accumulated Depreciation	<u>(13,408.54)</u>

Total Fixed Assets 2,548,103.50

Other Assets and Deferred Outflows

Utility Deposits-Central Mall	375.00
Leases Receivable - Long Term	<u>1,519,656.02</u>

Total Other Assets and Deferred Outflows 1,520,031.02

Total Assets and Deferred Outflows \$ 6,420,636.82

FISTA DEVELOPMENT TRUST AUTHORITY

Statement of Net Position

April 30, 2023

LIABILITIES, DEFERRED INFLOWS AND NET POSITION

Current Liabilities

Accounts Payable	\$	476,793.06
Accounts Payable-Mall		88,202.92
Payroll Taxes Payable-Mall		1,621.07
FWT & FICA Payable		2,080.28
SWT Payable		316.00
FUTA & SUTA Payable		152.04
Insurance W/H		(7.89)
Deferred Revenue-Mall		48,020.83
Tenant Deposits Payable		12,215.00
Accrued Interest		<u>35,259.57</u>

Total Current Liabilities \$ 664,652.88

Long Term Liabilities and Deferred Inflows

N/P - Truist Bank/BOK	16,700,000.00
Deferred Inflow From Leases	<u>2,277,140.04</u>

Total Long Term Liabilities and Deferred Inflows 18,977,140.04

Net Position

Investment in Capital Assets	2,554,720.00
Net Position - Restricted	2,673,469.62
Net Position - Unrestricted	(17,749,688.99)
Change in Net Position	<u>(699,656.73)</u>

Total Net Position (13,221,156.10)

Total Liabilities, Def. Inflows & Net Position \$ 6,420,636.82

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Combined
For the Periods Ended April 30, 2023 and 2022

	1 Month Ended Apr. 30, 2023	Prior Year Period	Variance	Pct	10 Months Ended Apr. 30, 2023	Prior Year Period	Variance	Pct
Revenue								
Rent	\$ 146,812.21	\$ 16,102.09	\$ 130,710.12	812	\$ 1,631,022.70	\$ 1,734,870.20	\$ (103,847.50)	(6)
Rent - Back Rent	0.00	0.00	0.00	0	0.00	1,000.00	(1,000.00)	(100)
Sponsorships	500.00	1,500.00	(1,000.00)	(67)	14,000.00	1,500.00	12,500.00	833
Tenant Shared Expense	47,293.08	51,959.59	(4,666.51)	(9)	554,204.69	648,207.62	(94,002.93)	(15)
Contributions	0.00	0.00	0.00	0	150.00	400.00	(250.00)	(63)
Other Income	42.74	2,344.37	(2,301.63)	(98)	143.58	7,004.33	(6,860.75)	(98)
H/M Tax Revenue - E/D	0.00	0.00	0.00	0	0.00	30,000.00	(30,000.00)	(100)
Total Revenue	194,648.03	71,906.05	122,741.98	171	2,199,520.97	2,422,982.15	(223,461.18)	(9)
Operating Expenses								
Advertising & Marketi	77.10	757.10	(680.00)	(90)	7,205.85	11,419.28	(4,213.43)	(37)
Auto & Fuel	172.26	197.11	(24.85)	(13)	1,976.07	2,932.70	(956.63)	(33)
Bad Debt	0.00	0.00	0.00	0	4,833.08	0.00	4,833.08	0
Bank Charges	76.55	329.92	(253.37)	(77)	3,838.92	5,421.91	(1,582.99)	(29)
Commissions	0.00	(13,077.65)	13,077.65	(100)	8,028.10	33,300.17	(25,272.07)	(76)
Conferences	0.00	2,389.30	(2,389.30)	(100)	11,520.00	5,273.30	6,246.70	118
Contract Labor	793.80	4,128.00	(3,334.20)	(81)	32,909.20	59,362.30	(26,453.10)	(45)
Depreciation	618.65	458.57	160.08	35	6,186.50	4,585.72	1,600.78	35
Dues & Subscriptions	393.00	93.00	300.00	323	3,740.27	2,493.68	1,246.59	50
Employee Benefits	1,564.06	2,368.60	(804.54)	(34)	26,285.18	22,774.40	3,510.78	15
Equipment	0.00	0.00	0.00	0	544.99	0.00	544.99	0
Flowers & Gifts	0.00	205.00	(205.00)	(100)	201.33	205.00	(3.67)	(2)
Furniture & Fixtures	0.00	0.00	0.00	0	7,548.97	5,872.72	1,676.25	29
Insurance	1,930.83	4,807.48	(2,876.65)	(60)	40,949.77	32,557.96	8,391.81	26
Interest Expense	0.00	0.00	0.00	0	211,557.50	225,216.25	(13,658.75)	(6)
Leasehold Imp - Phase	464,947.58	261,076.46	203,871.12	78	5,261,849.21	1,169,577.20	4,092,272.01	350
Licenses & Fees	0.00	0.00	0.00	0	189.28	315.30	(126.02)	(40)
Management Fees	12,500.00	12,500.00	0.00	0	125,000.00	125,000.00	0.00	0
Meals & Luncheons	1,340.01	443.00	897.01	202	5,482.28	4,624.22	858.06	19
Office Expense	360.00	915.97	(555.97)	(61)	6,034.85	12,182.10	(6,147.25)	(50)
Postage	0.00	0.00	0.00	0	358.00	1,433.77	(1,075.77)	(75)
Professional Fees - Acc	5,257.50	1,630.00	3,627.50	223	33,264.32	25,800.18	7,464.14	29
Professional Fees-Adve	0.00	17,395.00	(17,395.00)	(100)	0.00	139,421.00	(139,421.00)	(100)
Professional Fees - Leg	7,000.00	1,125.00	5,875.00	522	48,400.00	16,914.60	31,485.40	186
Professional Fees - Oth	25,500.00	10,000.00	15,500.00	155	163,306.01	181,075.75	(17,769.74)	(10)
Repairs & Maintenance	59,174.31	39,016.99	20,157.32	52	228,141.08	177,829.99	50,311.09	28
Services	41,893.08	37,978.20	3,914.88	10	437,877.76	431,736.37	6,141.39	1
Special Events	3,539.47	0.00	3,539.47	0	10,604.49	0.00	10,604.49	0
Supplies	2,835.75	170.07	2,665.68	999	24,599.39	17,806.76	6,792.63	38
Taxes - Payroll	4,715.37	4,588.94	126.43	3	51,762.74	49,530.62	2,232.12	5
Taxes - Ad Valorem	0.00	0.00	0.00	0	216,603.00	208,111.00	8,492.00	4
Telecommunications	495.91	658.38	(162.47)	(25)	5,884.95	6,721.07	(836.12)	(12)
Travel	1,197.99	4,342.51	(3,144.52)	(72)	24,655.27	21,526.48	3,128.79	15
Utilities	44,191.63	37,623.34	6,568.29	17	549,459.40	526,383.92	23,075.48	4
Wages	7,090.82	12,609.98	(5,519.16)	(44)	141,110.32	126,099.80	15,010.52	12
Website	140.00	0.00	140.00	0	2,133.75	781.58	1,352.17	173
Total Operating	687,805.67	444,730.27	243,075.40	55	7,704,041.83	3,654,287.10	4,049,754.73	111
Operating Inc	(493,157.64)	(372,824.22)	(120,333.42)	32	(5,504,520.86)	(1,231,304.95)	(4,273,215.91)	347
Transfers from COL	588,266.81	86,907.19	501,359.62	577	4,789,971.03	613,195.45	4,176,775.58	681
Interest Income	1,586.09	21.14	1,564.95	999	14,893.10	247.63	14,645.47	999
Total Other Inco	589,852.90	86,928.33	502,924.57	579	4,804,864.13	613,443.08	4,191,421.05	683
Change in Net	\$ 96,695.26	\$ (285,895.89)	\$ 382,591.15	(134)	\$ (699,656.73)	\$ (617,861.87)	\$ (81,794.86)	13

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Cash Flows
For the Period Ended April 30, 2023
INCREASE (DECREASE) IN CASH OR CASH EQUIVALENTS

	1 Month Ended <u>Apr. 30, 2023</u>	10 Months Ended <u>Apr. 30, 2023</u>
Cash Flow from Operating Activities		
Change in Net Position	\$ 96,695.26	\$ (699,656.73)
Adjustments to Reconcile Cash Flow		
Depreciation	618.65	6,186.50
Decrease (Increase) in Current Assets		
A/R - City of Lawton	(459,206.28)	(513,309.48)
A/R - InTouch Management	(3,103.95)	(51,960.00)
A/R - FISTA Tenants	1,555.80	(1,610.82)
A/R - Plaza Tenants	12,146.02	(29,766.87)
Allowance for Doubtful Account	0.00	4,833.08
A/R - Other	0.00	23.43
Increase (Decrease) in Current Liabilities		
Accounts Payable	390,996.11	(224,524.93)
Accounts Payable-Mall	38,651.70	44,701.34
Payroll Taxes Payable-Mall	(1,468.25)	(9,955.32)
Accounts Payable - Employee	0.00	(909.75)
FWT & FICA Payable	(2,230.72)	(1,256.40)
SWT Payable	(387.00)	(192.00)
FUTA & SUTA Payable	(104.73)	(53.74)
Insurance W/H	0.00	633.66
Deferred Revenue-Mall	(11,419.13)	(75,531.48)
Tenant Deposits Payable	0.00	4,882.00
Increase (Decrease) in Other Assets		
Total Adjustments	<u>(33,951.78)</u>	<u>(847,810.78)</u>
Cash Provided (Used) by Operations	62,743.48	(1,547,467.51)
Cash Flow From Investing Activities		
Sales (Purchases) of Assets		
Cash Flow From Financing Activities		
Cash (Used) or provided by:		
N/P - Truist Bank/BOK	<u>0.00</u>	<u>(570,000.00)</u>
Cash Provided (Used) by Financing	<u>0.00</u>	<u>(570,000.00)</u>
Net Increase (Decrease) in Cash	62,743.48	(2,117,467.51)
Cash at Beginning of Period	<u>705,048.24</u>	<u>2,885,259.23</u>
Cash at End of Period	\$ <u><u>767,791.72</u></u>	\$ <u><u>767,791.72</u></u>

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Operations
For the Periods Ended April 30, 2023 and 2022

	1 Month Ended Apr. 30, 2023	Prior Year Period	Variance	Pct	10 Months Ended Apr. 30, 2023	Prior Year Period	Variance	Pct
Revenue								
Rent	\$ 5,312.50	\$ 0.00	\$ 5,312.50	0	\$ 11,694.96	\$ 0.00	\$ 11,694.96	0
Sponsorships	500.00	1,500.00	(1,000.00)	(67)	14,000.00	1,500.00	12,500.00	833
Contributions	0.00	0.00	0.00	0	150.00	400.00	(250.00)	(63)
Other Income	42.74	0.00	42.74	0	143.58	151.90	(8.32)	(5)
Total Revenue	5,855.24	1,500.00	4,355.24	290	25,988.54	2,051.90	23,936.64	999
Operating Expenses								
Advertising & Marketi	0.00	635.00	(635.00)	(100)	5,213.07	7,497.36	(2,284.29)	(30)
Bank Charges	0.00	0.00	0.00	0	2,500.00	2,500.00	0.00	0
Conferences	0.00	2,389.30	(2,389.30)	(100)	11,520.00	5,273.30	6,246.70	118
Depreciation	404.44	372.41	32.03	9	4,044.40	3,724.10	320.30	9
Dues & Subscriptions	340.00	40.00	300.00	750	2,655.27	1,408.68	1,246.59	88
Employee Benefits	1,564.06	2,368.60	(804.54)	(34)	26,285.18	22,774.40	3,510.78	15
Equipment	0.00	0.00	0.00	0	544.99	0.00	544.99	0
Flowers & Gifts	0.00	205.00	(205.00)	(100)	201.33	205.00	(3.67)	(2)
Furniture & Fixtures	0.00	0.00	0.00	0	7,548.97	1,416.78	6,132.19	433
Insurance	0.00	0.00	0.00	0	5,074.00	6,353.33	(1,279.33)	(20)
Leasehold Imp - Phase	0.00	266,642.20	(266,642.20)	(100)	0.00	1,169,577.20	(1,169,577.20)	(100)
Licenses & Fees	0.00	0.00	0.00	0	105.76	0.00	105.76	0
Meals & Luncheons	1,340.01	443.00	897.01	202	5,482.28	4,128.92	1,353.36	33
Office Expense	158.97	93.63	65.34	70	2,260.93	2,334.25	(73.32)	(3)
Postage	0.00	0.00	0.00	0	358.00	1,041.61	(683.61)	(66)
Professional Fees - Acc	4,532.50	1,650.00	2,882.50	175	20,061.25	10,805.00	9,256.25	86
Professional Fees-Adve	0.00	19,393.95	(19,393.95)	(100)	0.00	24,554.95	(24,554.95)	(100)
Professional Fees - Leg	6,000.00	1,125.00	4,875.00	433	47,400.00	16,914.60	30,485.40	180
Professional Fees - Oth	25,500.00	10,000.00	15,500.00	155	162,691.38	141,075.75	21,615.63	15
Repairs & Maintenance	1,150.76	320.00	830.76	260	12,438.69	8,355.23	4,083.46	49
Special Events	3,539.47	0.00	3,539.47	0	10,604.49	0.00	10,604.49	0
Supplies	908.90	0.00	908.90	0	2,728.52	0.00	2,728.52	0
Taxes - Payroll	563.71	1,026.74	(463.03)	(45)	10,978.81	9,903.05	1,075.76	11
Taxes - Ad Valorem	0.00	(69,591.00)	69,591.00	(100)	68,774.00	66,051.00	2,723.00	4
Travel	1,197.99	4,342.51	(3,144.52)	(72)	24,655.27	21,526.48	3,128.79	15
Utilities	4,613.07	1,182.44	3,430.63	290	34,202.55	10,818.34	23,384.21	216
Wages	7,090.82	12,609.98	(5,519.16)	(44)	141,110.32	126,099.80	15,010.52	12
Website	140.00	0.00	140.00	0	2,133.75	781.58	1,352.17	173
Total Operating	59,044.70	255,248.76	(196,204.06)	(77)	611,573.21	1,665,120.71	(1,053,547.50)	(63)
Operating Inc	(53,189.46)	(253,748.76)	200,559.30	(79)	(585,584.67)	(1,663,068.81)	1,077,484.14	(65)
Transfers from COL	42,348.32	0.00	42,348.32	0	356,411.14	266,221.26	90,189.88	34
Interest Income	6.21	3.02	3.19	106	97.06	53.58	43.48	81
Total Other Inco	42,354.53	3.02	42,351.51	999	356,508.20	266,274.84	90,233.36	34
Change In Ne	\$ (10,834.93)	\$ (253,745.74)	\$ 242,910.81	(96)	\$ (229,076.47)	\$ (1,396,793.97)	\$ 1,167,717.50	(84)

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Central Mall
For the Periods Ended April 30, 2023 and 2022

	1 Month Ended Apr. 30, 2023	Prior Year Period	Variance	Pct	10 Months Ended Apr. 30, 2023	Prior Year Period	Variance	Pct
Revenue								
Rent	\$ 141,499.71	\$ 16,102.09	\$ 125,397.62	779	\$ 1,619,327.74	\$ 1,734,870.20	\$ (115,542.46)	(7)
Rent - Back Rent	0.00	0.00	0.00	0	0.00	1,000.00	(1,000.00)	(100)
Tenant Shared Expense	47,293.08	51,959.59	(4,666.51)	(9)	554,204.69	648,207.62	(94,002.93)	(15)
Other Income	0.00	2,344.37	(2,344.37)	(100)	0.00	6,852.43	(6,852.43)	(100)
H/M Tax Revenue - E/D	0.00	0.00	0.00	0	0.00	30,000.00	(30,000.00)	(100)
Total Revenue	188,792.79	70,406.05	118,386.74	168	2,173,532.43	2,420,930.25	(247,397.82)	(10)
Operating Expenses								
Advertising & Marketi	77.10	122.10	(45.00)	(37)	1,992.78	3,921.92	(1,929.14)	(49)
Auto & Fuel	172.26	197.11	(24.85)	(13)	1,976.07	2,932.70	(956.63)	(33)
Bad Debt	0.00	0.00	0.00	0	4,833.08	0.00	4,833.08	0
Bank Charges	76.55	329.92	(253.37)	(77)	1,338.92	2,921.91	(1,582.99)	(54)
Commissions	0.00	(13,077.65)	13,077.65	(100)	8,028.10	33,300.17	(25,272.07)	(76)
Contract Labor	793.80	4,128.00	(3,334.20)	(81)	32,909.20	59,362.30	(26,453.10)	(45)
Depreciation	214.21	86.16	128.05	149	2,142.10	861.62	1,280.48	149
Dues & Subscriptions	53.00	53.00	0.00	0	1,085.00	1,085.00	0.00	0
Furniture & Fixtures	0.00	0.00	0.00	0	0.00	4,455.94	(4,455.94)	(100)
Insurance	1,930.83	4,807.48	(2,876.65)	(60)	35,875.77	26,204.63	9,671.14	37
Interest Expense	0.00	0.00	0.00	0	211,557.50	225,216.25	(13,658.75)	(6)
Leasehold Imp - Phase	0.00	(5,565.74)	5,565.74	(100)	0.00	0.00	0.00	0
Licenses & Fees	0.00	0.00	0.00	0	83.52	315.30	(231.78)	(74)
Management Fees	12,500.00	12,500.00	0.00	0	125,000.00	125,000.00	0.00	0
Meals & Luncheons	0.00	0.00	0.00	0	0.00	495.30	(495.30)	(100)
Office Expense	201.03	822.34	(621.31)	(76)	3,773.92	9,847.85	(6,073.93)	(62)
Postage	0.00	0.00	0.00	0	0.00	392.16	(392.16)	(100)
Professional Fees - Acc	725.00	(20.00)	745.00	(999)	13,203.07	14,995.18	(1,792.11)	(12)
Professional Fees-Adve	0.00	(1,998.95)	1,998.95	(100)	0.00	114,866.05	(114,866.05)	(100)
Professional Fees - Leg	1,000.00	0.00	1,000.00	0	1,000.00	0.00	1,000.00	0
Professional Fees - Oth	0.00	0.00	0.00	0	0.00	40,000.00	(40,000.00)	(100)
Repairs & Maintenance	58,023.55	38,696.99	19,326.56	50	215,702.39	169,474.76	46,227.63	27
Services	41,893.08	37,978.20	3,914.88	10	437,877.76	431,736.37	6,141.39	1
Supplies	1,926.85	170.07	1,756.78	999	21,870.87	17,806.76	4,064.11	23
Taxes - Payroll	4,151.66	3,562.20	589.46	17	40,783.93	39,627.57	1,156.36	3
Taxes - Ad Valorem	0.00	69,591.00	(69,591.00)	(100)	147,829.00	142,060.00	5,769.00	4
Telecommunications	495.91	658.38	(162.47)	(25)	5,884.95	6,721.07	(836.12)	(12)
Utilities	39,578.56	36,440.90	3,137.66	9	515,256.85	515,565.58	(308.73)	(0)
Total Operating	163,813.39	189,481.51	(25,668.12)	(14)	1,830,004.78	1,989,166.39	(159,161.61)	(8)
Operating Inc	24,979.40	(119,075.46)	144,054.86	(121)	343,527.65	431,763.86	(88,236.21)	(20)
Transfers from COL	80,970.91	86,907.19	(5,936.28)	(7)	1,089,127.05	346,974.19	742,152.86	214
Interest Income	1,579.88	18.12	1,561.76	999	8,595.26	194.05	8,401.21	999
Total Other Inco	82,550.79	86,925.31	(4,374.52)	(5)	1,097,722.31	347,168.24	750,554.07	216
Change in Net	\$ 107,530.19	\$ (32,150.15)	\$ 139,680.34	(434)	\$ 1,441,249.96	\$ 778,932.10	\$ 662,317.86	85

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Construction
For the Periods Ended April 30, 2023 and 2022

	<u>1 Month Ended</u> <u>Apr. 30, 2023</u>	<u>Prior Year</u> <u>Period</u>	<u>Variance</u>	<u>Pct</u>	<u>10 Months Ended</u> <u>Apr. 30, 2023</u>	<u>Prior Year</u> <u>Period</u>	<u>Variance</u>	<u>Pct</u>
Revenue								
Operating Expenses								
Leasehold Imp - Phase	464,947.58	0.00	464,947.58	0	5,261,849.21	0.00	5,261,849.21	0
Professional Fees - Oth	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>614.63</u>	<u>0.00</u>	<u>614.63</u>	<u>0</u>
Total Operating	<u>464,947.58</u>	<u>0.00</u>	<u>464,947.58</u>	<u>0</u>	<u>5,262,463.84</u>	<u>0.00</u>	<u>5,262,463.84</u>	<u>0</u>
Operating Inc	(464,947.58)	0.00	(464,947.58)	0	(5,262,463.84)	0.00	(5,262,463.84)	0
Transfers from COL	464,947.58	0.00	464,947.58	0	3,344,432.84	0.00	3,344,432.84	0
Interest Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>6,200.78</u>	<u>0.00</u>	<u>6,200.78</u>	<u>0</u>
Total Other Inco	<u>464,947.58</u>	<u>0.00</u>	<u>464,947.58</u>	<u>0</u>	<u>3,350,633.62</u>	<u>0.00</u>	<u>3,350,633.62</u>	<u>0</u>
Change in Net	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	<u>0</u>	\$ <u>(1,911,830.22)</u>	\$ <u>0.00</u>	\$ <u>(1,911,830.22)</u>	<u>0</u>

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Combined
For the Period Ended April 30, 2023

	10 Months Ended Apr. 30, 2023	Budget	Variance	Pct
Revenue				
Rent	\$ 1,631,022.70	\$ 1,976,615.60	\$ (345,592.90)	(17)
Sponsorships	14,000.00	10,000.00	4,000.00	40
Tenant Shared Expense Reimb.	554,204.69	621,318.88	(67,114.19)	(11)
Contributions	150.00	1,000.00	(850.00)	(85)
Other Income	<u>143.58</u>	<u>0.00</u>	<u>143.58</u>	<u>0</u>
Total Revenue	2,199,520.97	2,608,934.48	(409,413.51)	(16)
Operating Expenses				
Advertising & Marketing	7,205.85	17,520.00	(10,314.15)	(59)
Auto & Fuel	1,976.07	4,500.00	(2,523.93)	(56)
Bad Debt	4,833.08	0.00	4,833.08	0
Bank Charges	3,838.92	6,700.00	(2,861.08)	(43)
Commissions	8,028.10	60,000.00	(51,971.90)	(87)
Conferences	11,520.00	10,000.00	1,520.00	15
Contract Labor	32,909.20	45,000.00	(12,090.80)	(27)
Debt Service	0.00	1,560,461.46	(1,560,461.46)	(100)
Depreciation	6,186.50	6,400.00	(213.50)	(3)
Dues & Subscriptions	3,740.27	6,920.00	(3,179.73)	(46)
Employee Benefits	26,285.18	58,100.00	(31,814.82)	(55)
Equipment	544.99	1,020.00	(475.01)	(47)
Flowers & Gifts	201.33	0.00	201.33	0
Furniture & Fixtures	7,548.97	34,680.00	(27,131.03)	(78)
Insurance	40,949.77	42,600.00	(1,650.23)	(4)
Interest Expense	211,557.50	0.00	211,557.50	0
Leasehold Imp - Phase I	5,261,849.21	5,530,907.00	(269,057.79)	(5)
Leasehold Imp - CEMA	0.00	920,000.00	(920,000.00)	(100)
Licenses & Fees	189.28	960.00	(770.72)	(80)
Management Fees	125,000.00	150,000.00	(25,000.00)	(17)
Meals & Luncheons	5,482.28	8,100.00	(2,617.72)	(32)
Office Expense	6,034.85	16,000.00	(9,965.15)	(62)
Postage	358.00	1,960.00	(1,602.00)	(82)
Professional Fees - Accounting	33,264.32	48,000.00	(14,735.68)	(31)
Professional Fees - Legal	48,400.00	25,000.00	23,400.00	94
Professional Fees - Other	163,306.01	225,000.00	(61,693.99)	(27)
Repairs & Maintenance	228,141.08	237,000.00	(8,858.92)	(4)
Retirement	0.00	4,725.00	(4,725.00)	(100)
Services	437,877.76	492,000.00	(54,122.24)	(11)
Special Events	10,604.49	0.00	10,604.49	0
Supplies	24,599.39	30,000.00	(5,400.61)	(18)
Taxes - Payroll	51,762.74	78,600.00	(26,837.26)	(34)
Taxes - Ad Valorem	216,603.00	208,500.00	8,103.00	4
Telecommunications	5,884.95	0.00	5,884.95	0
Travel	24,655.27	30,000.00	(5,344.73)	(18)
Utilities	549,459.40	740,000.00	(190,540.60)	(26)
Wages	141,110.32	372,500.00	(231,389.68)	(62)
Website	<u>2,133.75</u>	<u>5,000.00</u>	<u>(2,866.25)</u>	<u>(57)</u>

	<u>10 Months Ended Apr. 30, 2023</u>	<u>Budget</u>	<u>Variance</u>	<u>Pct</u>
Total Operating Expenses	<u>7,704,041.83</u>	<u>10,978,153.46</u>	<u>(3,274,111.63)</u>	<u>(30)</u>
Operating Income	<u>(5,504,520.86)</u>	<u>(8,369,218.98)</u>	<u>2,864,698.12</u>	<u>(34)</u>
Transfers from COL	<u>4,789,971.03</u>	<u>6,202,903.98</u>	<u>(1,412,932.95)</u>	<u>(23)</u>
Interest Income	<u>14,893.10</u>	<u>125.00</u>	<u>14,768.10</u>	<u>999</u>
Total Other Income	<u>4,804,864.13</u>	<u>6,203,028.98</u>	<u>(1,398,164.85)</u>	<u>(23)</u>
Change in Net Positio	<u>\$ (699,656.73)</u>	<u>\$ (2,166,190.00)</u>	<u>\$ 1,466,533.27</u>	<u>(68)</u>

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Operations
For the Period Ended April 30, 2023

	10 Months Ended Apr. 30, 2023	Budget	Variance	Pct
Revenue				
Rent	\$ 11,694.96	\$ 85,000.00	\$ (73,305.04)	(86)
Sponsorships	14,000.00	10,000.00	4,000.00	40
Tenant Shared Expense Reimb.	0.00	10,000.00	(10,000.00)	(100)
Contributions	150.00	1,000.00	(850.00)	(85)
Other Income	<u>143.58</u>	<u>0.00</u>	<u>143.58</u>	<u>0</u>
Total Revenue	25,988.54	106,000.00	(80,011.46)	(75)
Operating Expenses				
Advertising & Marketing	5,213.07	15,000.00	(9,786.93)	(65)
Bank Charges	2,500.00	2,500.00	0.00	0
Conferences	11,520.00	10,000.00	1,520.00	15
Depreciation	4,044.40	4,700.00	(655.60)	(14)
Dues & Subscriptions	2,655.27	5,000.00	(2,344.73)	(47)
Employee Benefits	26,285.18	58,100.00	(31,814.82)	(55)
Equipment	544.99	0.00	544.99	0
Flowers & Gifts	201.33	0.00	201.33	0
Furniture & Fixtures	7,548.97	29,700.00	(22,151.03)	(75)
Insurance	5,074.00	10,000.00	(4,926.00)	(49)
Licenses & Fees	105.76	0.00	105.76	0
Meals & Luncheons	5,482.28	7,500.00	(2,017.72)	(27)
Office Expense	2,260.93	4,000.00	(1,739.07)	(43)
Postage	358.00	1,000.00	(642.00)	(64)
Professional Fees - Accounting	20,061.25	24,000.00	(3,938.75)	(16)
Professional Fees - Legal	47,400.00	25,000.00	22,400.00	90
Professional Fees - Other	162,691.38	135,000.00	27,691.38	21
Repairs & Maintenance	12,438.69	10,000.00	2,438.69	24
Retirement	0.00	4,725.00	(4,725.00)	(100)
Special Events	10,604.49	0.00	10,604.49	0
Supplies	2,728.52	0.00	2,728.52	0
Taxes - Payroll	10,978.81	30,600.00	(19,621.19)	(64)
Taxes - Ad Valorem	68,774.00	67,000.00	1,774.00	3
Travel	24,655.27	30,000.00	(5,344.73)	(18)
Utilities	34,202.55	65,000.00	(30,797.45)	(47)
Wages	141,110.32	372,500.00	(231,389.68)	(62)
Website	<u>2,133.75</u>	<u>5,000.00</u>	<u>(2,866.25)</u>	<u>(57)</u>
Total Operating Expenses	<u>611,573.21</u>	<u>916,325.00</u>	<u>(304,751.79)</u>	<u>(33)</u>
Operating Income	(585,584.67)	(810,325.00)	224,740.33	(28)
Transfers from COL	356,411.14	810,200.00	(453,788.86)	(56)
Interest Income	<u>97.06</u>	<u>125.00</u>	<u>(27.94)</u>	<u>(22)</u>
Total Other Income	<u>356,508.20</u>	<u>810,325.00</u>	<u>(453,816.80)</u>	<u>(56)</u>
Change In Net Positio	\$ <u>(229,076.47)</u>	\$ <u>0.00</u>	\$ <u>(229,076.47)</u>	<u>0</u>

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Central Mall
For the Period Ended April 30, 2023

	10 Months Ended Apr. 30, 2023	Budget	Variance	Pct
Revenue				
Rent	\$ 1,619,327.74	\$ 1,891,615.60	\$ (272,287.86)	(14)
Tenant Shared Expense Reimb.	<u>554,204.69</u>	<u>611,318.88</u>	<u>(57,114.19)</u>	<u>(9)</u>
Total Revenue	2,173,532.43	2,502,934.48	(329,402.05)	(13)
Operating Expenses				
Advertising & Marketing	1,992.78	2,520.00	(527.22)	(21)
Auto & Fuel	1,976.07	4,500.00	(2,523.93)	(56)
Bad Debt	4,833.08	0.00	4,833.08	0
Bank Charges	1,338.92	4,200.00	(2,861.08)	(68)
Commissions	8,028.10	60,000.00	(51,971.90)	(87)
Contract Labor	32,909.20	45,000.00	(12,090.80)	(27)
Debt Service	0.00	1,560,461.46	(1,560,461.46)	(100)
Depreciation	2,142.10	1,700.00	442.10	26
Dues & Subscriptions	1,085.00	1,920.00	(835.00)	(43)
Equipment	0.00	1,020.00	(1,020.00)	(100)
Furniture & Fixtures	0.00	4,980.00	(4,980.00)	(100)
Insurance	35,875.77	32,600.00	3,275.77	10
Interest Expense	211,557.50	0.00	211,557.50	0
Licenses & Fees	83.52	960.00	(876.48)	(91)
Management Fees	125,000.00	150,000.00	(25,000.00)	(17)
Meals & Luncheons	0.00	600.00	(600.00)	(100)
Office Expense	3,773.92	12,000.00	(8,226.08)	(69)
Postage	0.00	960.00	(960.00)	(100)
Professional Fees - Accounting	13,203.07	24,000.00	(10,796.93)	(45)
Professional Fees - Legal	1,000.00	0.00	1,000.00	0
Professional Fees - Other	0.00	66,000.00	(66,000.00)	(100)
Repairs & Maintenance	215,702.39	227,000.00	(11,297.61)	(5)
Services	437,877.76	492,000.00	(54,122.24)	(11)
Supplies	21,870.87	30,000.00	(8,129.13)	(27)
Taxes - Payroll	40,783.93	48,000.00	(7,216.07)	(15)
Taxes - Ad Valorem	147,829.00	141,500.00	6,329.00	4
Telecommunications	5,884.95	0.00	5,884.95	0
Utilities	<u>515,256.85</u>	<u>675,000.00</u>	<u>(159,743.15)</u>	<u>(24)</u>
Total Operating Expenses	<u>1,830,004.78</u>	<u>3,586,921.46</u>	<u>(1,756,916.68)</u>	<u>(49)</u>
Operating Income	343,527.65	(1,083,986.98)	1,427,514.63	(132)
Transfers from COL	1,089,127.05	1,083,986.98	5,140.07	0
Interest Income	<u>8,595.26</u>	<u>0.00</u>	<u>8,595.26</u>	<u>0</u>
Total Other Income	<u>1,097,722.31</u>	<u>1,083,986.98</u>	<u>13,735.33</u>	<u>1</u>
Change in Net Positio	\$ <u><u>1,441,249.96</u></u>	\$ <u><u>0.00</u></u>	\$ <u><u>1,441,249.96</u></u>	<u><u>0</u></u>

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Construction
For the Period Ended April 30, 2023

	<u>10 Months Ended Apr. 30, 2023</u>	<u>Budget</u>	<u>Variance</u>	<u>Pct</u>
Revenue				
Operating Expenses				
Leasehold Imp - Phase 1	5,261,849.21	5,530,907.00	(269,057.79)	(5)
Leasehold Imp - CEMA	0.00	920,000.00	(920,000.00)	(100)
Professional Fees - Other	<u>614.63</u>	<u>0.00</u>	<u>614.63</u>	<u>0</u>
Total Operating Expenses	<u>5,262,463.84</u>	<u>6,450,907.00</u>	<u>(1,188,443.16)</u>	<u>(18)</u>
Operating Income	(5,262,463.84)	(6,450,907.00)	1,188,443.16	(18)
Transfers from COL	3,344,432.84	4,308,717.00	(964,284.16)	(22)
Interest Income	<u>6,200.78</u>	<u>0.00</u>	<u>6,200.78</u>	<u>0</u>
Total Other Income	<u>3,350,633.62</u>	<u>4,308,717.00</u>	<u>(958,083.38)</u>	<u>(22)</u>
Change in Net Positio	\$ <u><u>(1,911,830.22)</u></u>	\$ <u><u>(2,142,190.00)</u></u>	\$ <u><u>230,359.78</u></u>	<u><u>(11)</u></u>

FISTA

Employee Handbook

Authority Approved

November 3, 2020

With Amendments Approved

July 11, 2023

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Section I - Introduction

Welcome to the Fires Innovation Science and Technology Accelerator (FISTA)

Knowing that FISTA is only as good as the employees who work here, we strive to employ individuals who are competent and ethical and who will work together as effective team members in meeting the short- and long-term goals of FISTA. With this in mind, we are proud of the services we provide and look forward to sharing this pride as you join our team.

This handbook is designed to provide direction and to present information about FISTA and our policies, procedures and practices. It defines the benefits provided to you as a valued employee and the conduct expected from you. One of our objectives is to provide a work environment that is conducive to both personal and professional growth. You are required to read, understand and comply with all provisions of this handbook.

No employee handbook can anticipate every circumstance and situation or answer every question about policy and procedure. As FISTA continues to grow, the need may arise, and FISTA reserves the right, to change policies described in this handbook. FISTA, at its option, may change, delete, suspend or discontinue any part or parts of this handbook at any time without prior notice.

This handbook should not be construed as a contract for employment, express or implied, or a promise of employment for any specified period of time. These guidelines do not bind FISTA to follow particular procedures prior to terminating an employee or to terminate employment only for particular reasons. Regardless of what the handbook says or provides, FISTA within its sole discretion may change any or all working conditions without consultation and without anyone's agreement. Judgments as to when or why an employee should be disciplined or when or why an employee should be discharged, with or without cause, are left entirely to the discretion of the FISTA Director. The employee may also terminate employment for any reason at any time.

Should any provision in this handbook be found to be unenforceable and invalid, such a finding shall not invalidate the entire handbook but only the section(s) found to be unenforceable and invalid.

The Trustees are the policy-making authority of FISTA. Its Trustees represent the business and professional leadership of the Lawton Fort Sill area. The Chair of the Trust presides over all meetings of the Authority.

The Executive Committee exercises necessary powers of the Authority properly delegated to it by majority vote of the Trustees during the interim period between official Authority meetings.

Section II - Administrative Policies

A. Nature of Employment

Employment with FISTA is voluntary. You are free to resign 'at-will' any time, with or without cause. Similarly, FISTA may end the employment relationship 'at-will' at any time, with or without cause, unless otherwise dictated by a contractual agreement.

B. Resumes and Employment Applications

FISTA relies upon the accuracy of information contained in the resume or employment application of individuals applying for a position with FISTA as well as the accuracy of other data presented throughout the hiring process and during employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in FISTA's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

C. Employment Classification

FISTA classifies you based on the hours you are scheduled to work.

1. Regular, full-time employees are those normally scheduled to work a minimum of 32 hours per week. Generally, regular, full-time employees are eligible for employee benefits after completing eligibility requirements for each program.
 - a. Exempt Employee. An employee whose hours are not predetermined and may work more than a normal 40 hour week. An employee exempt from the Fair Labor Standards Act (FLSA) overtime policies of FISTA due to the nature of the work, supervisory status, education requirements of the position and salary range. These employees are paid a salary and are not customarily eligible for overtime pay.
 - b. Non-Exempt Employee. An employee who is subject to the rules of the FLSA and overtime.
2. Regular, part-time employees are those normally scheduled to work less than 32 hours per week and are not temporary employees. Part-time employees are ineligible for certain FISTA benefits, including health and life insurance benefits. If you are a part-time employee, you will be advised of any benefits for which you may be eligible.
3. Temporary employees are hired to fill a special position as an interim replacement or to temporarily supplement the workforce. Employment assignments in this category are of a limited duration. Temporary employees are ineligible for FISTA benefits.

D. Job Descriptions

A job description has been developed for each member of FISTA staff. These descriptions define the general job duties of each staff position and are used as a component of periodic reviews of employee performance. New employees are supplied with the job description for which they are hired. Periodic reviews of job descriptions are done in conjunction with personnel assessments. Since FISTA has no

way of knowing in advance what circumstances may arise that will necessitate an immediate change in priorities for any given employee, FISTA reserves the right to amend any job description at any time.

E. Equal Employment Opportunity

FISTA believes that all people are entitled to equal employment opportunities. Consequently, all employment practices, including but not limited to recruitment, hiring, training, compensation, benefits, promotions, terminations and discipline, shall be free of discrimination based on race, color, creed, religion, sex, genetic information, national origin, age, disability, veteran status or any other characteristic protected by law.

Any employee with questions, concerns, or a complaint about any type of discrimination in the workplace should bring it to the attention of the Director or if it involves the Director, to the attention of the Chairperson or any Trustee. Employees can do this without fear of reprisal. Anyone found to be in violation of this prohibition against discrimination will be subject to disciplinary action, up to and including termination of employment.

F. Threats of Domestic Violence in the Workplace

If an employee of FISTA is in a domestic situation that is violent or has the potential of becoming violent and/or it appears that it may escalate to the point of being a physical threat to the employee and/or others in the workplace, the situation must be brought to the attention of the Director. All reasonable legal means will be used in an effort to keep the employee and other co-workers safe while in the workplace. Time is often critical in these situations and therefore the Director must be informed in writing as soon as possible of any potential threat to the work environment. For the safety of the employee involved in the situation, FISTA encourages them to utilize all lawful means available to protect themselves, i.e. restraining order, criminal charges, etc.

Consistent with FISTA's commitment to provide a safe work environment, FISTA reserves the right to remove the employee from the work environment until the situation is resolved or safely under control. If the situation is not resolved to the satisfaction of the Director within 14 calendar days, the position may be declared vacant.

G. Weapons

Employees may not, at any time while in any building owned, leased or controlled by FISTA, or anywhere FISTA business is conducted, such as member locations, trade shows, restaurants, event venues, and so forth, possess or use any weapon inside said building. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives, and any chemical whose purpose is to cause harm to another person.

Regardless of whether an employee possesses a weapons permit or is allowed by law to possess a weapon, weapons are prohibited in any building in which the employee represents FISTA for business purposes, including those listed above. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

H. Outside Employment and Volunteering

By accepting employment with FISTA, an employee becomes a representative of FISTA and agrees to devote his or her professional time and interest to FISTA. Hence employees will discuss any outside employment or volunteer status with the FISTA President/Chief Executive Officer prior to accepting any outside employment or volunteer position. Subject to the provisions of the Non-Compete/Confidentiality Agreements required by this Employee Handbook to be entered into by all FISTA employees as a condition of their employment, employees may be authorized to hold outside jobs and/or volunteer as long as they meet the performance standards of their job with FISTA. All employees will be judged by the same performance standards and will be subject to FISTA's scheduling demands, regardless of any ~~existing~~ outside work or volunteer requirements.

If the President/Chief Executive Officer of FISTA determines that an employee's authorized outside work or volunteer interests interferes with performance or the ability to meet the requirements of FISTA, as they are modified from time to time, the employee may be required to terminate the outside employment or volunteer position if he or she wishes to remain an employee of FISTA. Outside employment or volunteerism that constitutes a conflict of interest is prohibited. A conflict of interest exists when an employee's interest in a particular matter leads them to or could result in actions, activities or relationships that undermine achievement of the standards, purposes and goals of FISTA as set out in the FISTA Trust Indenture and/or FISTA's Standards of Conduct and Conflicts of Interest Policy.

I. Immigration Verification

FISTA strives to comply with all immigration laws by employing only United States citizens and aliens who are authorized to work in the United States. As a condition of employment, each employee must properly complete Form I-9 and provide the necessary documents to show proof of authorization to work in the United States. Applicants or employees who fail to comply with the requirements of Form I-9 are ineligible for employment.

J. Personnel Records, Privacy and Data Change

A personnel file is created at the time of hire that documents personal information and your employment record with FISTA. The file is the property of FISTA and access to it is restricted to the Director and the Chair of the Authority, except for any portions required to be made available under the Oklahoma Open Records Act. Any questions regarding access should be directed to the Director. If you want to review your file, please contact the Director to make appropriate arrangements.

To ensure that personnel records are accurate and up-to-date, it is your responsibility to inform FISTA about any changes in your personal information. Your full name, home mailing address, telephone number, marital status, number and names of dependents, life insurance beneficiary (if applicable), emergency contact, tax withholding information, educational accomplishments and other such information should be accurate and current at all times. FISTA will not release any information about you, except verification of employment, to anyone outside FISTA without your written consent.

K. Paydays

All employees are paid semi-monthly on the 15th and the last working day of the month. In the event that a regularly scheduled payday falls on a non-working day, such as a weekend or holiday, employees will be paid on the last day of work before the regularly scheduled payday. If a regular payday falls during while an employee is on leave, the employee's paycheck will be available upon his or her return or the employee may designate in writing an individual authorized to receive the paycheck.

L. Business Ethics, General Conduct and Confidentiality

Employees have an obligation to conduct business with the highest standards of ethical conduct and within guidelines that prohibit actual or potential conflicts of interest. It is the policy of FISTA to conduct its business in full compliance with federal, state, and local laws, rules and regulations and to adhere to the highest ethical standards. Employees are expected and directed to manage the business of FISTA with complete honesty, candor and integrity.

Employee conduct should always reflect favorably on FISTA. This includes respecting the personal and property rights of others, acting in a courteous and considerate manner with others, representing FISTA in the community in a positive and law-abiding manner, and complying with other FISTA policies and procedures such as:

1. Taking responsibility for work attendance and performance.
2. Exhibiting courtesy, honesty, integrity and trustworthiness in conduct with other employees and visitors.
3. Treating others with dignity and respect.
4. Helping to keep our workplace safe and desirable.
5. Not engaging in or tolerating any form of harassment or discrimination.

Confidentiality. Given the nature of the work of FISTA, employees will regularly deal with information that is very sensitive and confidential in nature. Because of this, confidentiality is of utmost importance to the FISTA and FISTA clients. All employees of FISTA will be expected to preserve the confidential and proprietary nature of company information at all times. Failure to do so may result in disciplinary actions up to and including termination.

As used herein, the term "Confidential Information" shall mean any information or material which is proprietary to the FISTA, whether or not owned or developed by the FISTA, and which the employee may obtain through any direct or indirect contact with the FISTA. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the FISTA concerning the business, technology and information of the FISTA and any tenant, company, person, or other third party with which the FISTA deals, including, without limitation, proprietary business records and plans, trade secrets, technical data, product ideas,

financial information, pricing structure, computer programs and listings, source code and/or object code, copyrights and intellectual property, and inventions. The nature of the information and the need to withhold disclosure are such that a reasonable person would understand it to be confidential.

The term “Confidential Information” shall not include information which:

1. is required to be made available to the public under the Oklahoma Open Records Act, or information required to be disclosed by operation of other applicable law,
2. are matters of public knowledge resulting from disclosure by FISTA,
3. was rightfully within employee’s possession or knowledge prior to its being furnished to FISTA by a third party without a duty of confidentiality,
4. becomes available to the employee on a non-confidential basis from a source that, to the employee’s knowledge, is not bound by a confidentiality agreement with or similar obligation to a third party with respect to such information,
5. is independently developed by the employee under circumstances not involving a breach of confidentiality agreements by the employee,
6. is publicly disclosed pursuant to a lawful requirement or request from a governmental agency acting within its jurisdiction, or
7. any other information that FISTA agrees in writing is not confidential.

Proprietary Nature and Use of Confidential Information. FISTA employees acknowledge and understand that the Confidential Information has been developed or obtained by the FISTA by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the FISTA which provides the FISTA with a significant competitive advantage, and needs to be protected from improper disclosure. FISTA employees also acknowledge and understand the confidential and proprietary nature of Confidential Information provided to FISTA by third parties, and agree to use the Confidential Information for the sole purpose of accomplishing the work of FISTA and will not use the Confidential Information for the employee’s own benefit or any other unauthorized purpose.

Disclosure and Confidentiality of Confidential Information. Employees will hold Confidential Information in strict confidence and will not disclose Confidential Information to any person or entity without the prior written consent of FISTA. Employees will not copy or modify any Confidential Information without the authorization of the President/Chief Executive Officer of FISTA. Employees shall promptly advise the President/Chief Executive Officer of any possible unauthorized disclosure or use of Confidential Information who, in turn, will notify the Chair/Vice Chair.

Ownership and Return of Information. All Confidential Information disclosed to FISTA employees shall be and remain the property of FISTA and/or the owner(s) of the Confidential Information. FISTA employees shall not obtain any rights in or to any Confidential Information they have or had access to in connection with their duties. FISTA employees shall upon direction of the President/Chief Executive

Officer return immediately, without retaining any copies, all Confidential Information received in connection with the work of FISTA and also simultaneously submit a written, signed statement certifying that all Confidential Information in any form has been returned.

Non-Compete/Confidentiality Agreements. As a condition of employment, all FISTA employees are required to enter into and sign a Non-Compete/Confidentiality Agreement. The President/Chief Executive Officer of FISTA is delegated authority to counter-sign the Agreements on behalf of FISTA and the Chair or Vice Chair is authorized to counter-sign the President/Chief Executive Officer's Agreement.

The Agreements will provide that, during employment and for a period of 6 months after the separation of employment for any reason, employees will not be employed by or directly or indirectly engage in any business with competitors including companies, employers or persons that currently have or previously had business dealings with FISTA or any of its tenants, partners, affiliates, subsidiaries, or similar entities.

The Agreements will additionally provide that Confidential Information as defined in this Employee Handbook along with this Handbook's other confidentiality provisions in effect on the date of entering the Agreements or as thereafter amended will be incorporated by reference in the Agreements and made a part thereof. The terms of the Agreements regarding Confidential Information will indicate they remain in effect after the separation of employment for any reason until the FISTA provides the former employee written notice releasing the former employee from the Agreement within a time period as specified in the Agreement.

M. Employee Evaluations

On the day of hire, each employee will receive a Performance Evaluation worksheet specific to their position. It will list some of the items considered during employee evaluations. FISTA will conduct an initial evaluation of new employees on or about the 90th day of employment. FISTA will conduct annual evaluations of each employee's performance generally in the employment anniversary month of the employee.

On receipt of their Performance Evaluation, employees will be given the opportunity to discuss their evaluation with their supervisor and submit written comments in response to the evaluation.

Section III - Employee Benefits

FISTA provides a range of benefits for eligible employees with eligibility dependent upon a variety of factors. This handbook provides a brief description of many of our benefits.

A. Personal Time

Personal time accrues for all regular, full-time employees beginning on the 61st calendar day of employment with FISTA and may be used as it is earned or may be carried forward from one fiscal year to the next if not used. However, total personal time carried over from one fiscal year to the next may not exceed 40 hours for employees with less than five years of consecutive service; no more than 80 hours for employees with five or more years of consecutive service.

Personal time must be requested at least 24 hours in advance and must be pre-approved by the Director. Personal time may not be taken in increments of less than one hour. Upon resignation, any accrued personal time will be payable with the final paycheck.

Personal Time	
Beginning on Calendar Day 61 After Hire	7.5 hours per month
After 1 st Anniversary	10 hours per month
After 5 th Anniversary	13.5 hours per month
After 8 th Anniversary	16.5 hours per month

**The chart above describes the standard personal time accrual schedule.

B. Holidays

FISTA provides ten designated paid holidays each year for all employees. Holiday hours are not considered hours worked for calculating overtime payment. If an employee is required to work a holiday, overtime will be paid for the number of hours worked unless an equal number of hours are not worked on another day during the same work week as approved by the Director. The following holidays will be observed:

1. New Year's Day	January 1
2. Martin Luther King, Jr. Day	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	1 st Monday in September
7. Veterans Day	November 11
8. Thanksgiving	4 th Thursday and Friday in November
9. Christmas	December 25

In addition to the designated holidays, additional time may be given for Christmas Eve and New Year's Eve at the sole discretion of the Director. If a holiday falls on Saturday, the preceding Friday shall be observed as the holiday and if a holiday falls on Sunday, the following Monday shall be observed as the holiday.

C. Jury and Witness Duty

FISTA encourages you to fulfill your civic responsibility by serving on jury duty when summoned. Regular, full-time employees may request up to two weeks of paid jury duty leave over any two-year period. If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available personal leave or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor upon receipt so that arrangements can be made to accommodate their absence. Employees must report for work when not serving in court and must return to work if at least half of the working day remains after being released from jury duty.

D. Medical Leave

FISTA provides five days of medical leave per year for all regular full time employees with part time employees receiving a number of days based upon hours worked.

Medical leave may be used for:

- a. Employee's illness
- b. Employee's dependent's illness
- c. Employee's medical appointments
- d. Employee's dependent's medical appointments

Medical leave accrues in total on January 1st of each year. If employment begins after the 1st, the number of days is prorated. The employee may carry over unused medical leave to the following fiscal year without any restrictions on how many hours may be carried over from year to year. Upon resignation or termination, the employee is NOT paid for unused medical leave. Medical leave must be taken in no less than one-hour increments. If the employee has taken more than three days of leave for a personal medical condition, a physician's release to return to work may be required before being allowed to return.

E. Bereavement and Funeral Leave

If there is a death in your immediate family, bereavement leave provides three work days off as paid leave for regular, full-time employees. FISTA defines 'immediate family' as the employee's spouse, parent, grandparent, child, grandchild, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, spousal grandparent and any other members of the employee's immediate household.

The amount of bereavement leave during any fiscal year shall not exceed ten working days. Any additional time must be requested as an extended leave of absence pursuant to the appropriate policy.

In the case of the death of a close associate other than immediate family, the employee may be granted up to two hours paid leave to attend funeral services with the approval of the Director. Additional time must be taken as personal time. Bereavement leave must be taken in no less than one-hour increments.

F. Voting Leave

Up to two hours of paid leave is allowed for all employees to be able to vote if there are not three hours before or after work hours in which the polls are open.

G. Parent Teacher Meetings

Employees with children in school are allowed paid leave once a semester to meet with their child's teacher. Employees are requested to provide as much notice of such meetings as possible.

H. Nursing Mothers

FISTA will follow the requirements of the Fair Labor Standards Act to accommodate nursing mothers in the workplace.

I. Extended Leaves of Absence

Procedures have been established for employees to take an unpaid extended leave of absence. When foreseeable, employees should provide 30 calendar days advance notice of their leave request. Personal leave does not accumulate during an extended leave of absence.

FISTA will continue to pay the cost of the employee's health benefits during the first 30 calendar days of unpaid extended leave. In the case of unpaid leave extended past 30 days, the employee will be required to pay the full cost of their benefits as billed to FISTA, plus a 2% additional charge for administration. Emergency Leave. Emergency leave may be granted to employees only in the case of personal emergencies or unusual obligations for a period not to exceed 30 days as approved by the Director. Employees must use all accumulated personal time leave prior to the use of emergency leave. Emergency leave must be taken in increments of one full day or more.

1. Unpaid Family Leave. Unpaid family leave can be used for maternity, paternity, adoption, or care of a relative due to a serious health condition and will be granted to employees for no more than 30 calendar days during any 12 month period in addition to any other accrued types of leave. Employees must use all accrued personal time leave prior to the use of unpaid family leave. The employee's position will be held open for 30 days. Longer periods may be allowed at the discretion of the Director. If taken due to a serious health condition, the employee is required to provide a note from a physician of the relative confirming the condition. This leave must be taken in increments of no less than one hour and can be intermittent.
2. Military Leave. As outlined under the Uniformed Services Employment and Reemployment Rights Act and Title 44, Oklahoma Statutes, Section 209 (Military Leave of Absence to Public Officers and Employees), military leave will be granted to employees to attend scheduled drills or training, or if they are called to active duty with the United States Armed Services or Oklahoma National Guard. Upon return from military leave, FISTA will comply with federal and Oklahoma statutes regarding reemployment rights. Any questions should be directed to the Director.

J. Insurance Benefits/Retirement

Regular, full-time employees of FISTA are eligible for the following insurance benefits in accordance with individual policy guidelines and coverage requirements and limitations.

1. Health Insurance. Health insurance coverage is provided with FISTA paying the full cost of the insurance for the employee only. Employees have the option of purchasing family coverage and the cost of such insurance must be paid through the use of payroll deduction. Health insurance coverage begins on the 1st day of the month following your 30-day anniversary. Employees must elect to participate in the health insurance program and complete the required application prior to the beginning date of coverage. No stipend will be paid if the employee chooses not to participate in FISTA's health insurance program.
2. Life Insurance. FISTA provides paid life insurance covering the employee only with a face value of \$10,000.
3. Retirement. Regular full-time employees may elect to participate in FISTA's retirement program beginning the 1st day of the month following the employee's one-year anniversary. Employee contributions to FISTA's designated retirement plan will be matched by FISTA at an amount not to exceed three percent of the employee's annual salary.

Part-time employees who work less than 1,000 hours during the plan year are not eligible to participate.

Insurance benefits as described in this document are subject to change at the discretion of FISTA. The insurance company makes the final determination of questions specific to coverage requirements and limitations and may include changes in a policy, the coverage provided and/or the costs of such coverage at their discretion

Section IV - Standards of Conduct and Work Environment

A. Hours of Work

The designated work week for FISTA is Saturday through Friday of each week. The normal work schedule for all regular, full-time employees is 8:30 a.m. to 5:00 p.m. Monday through Friday. A one (1) hour lunch period is provided daily to regular, full-time employees.

Weather or other emergencies may occur that require the closure of the office during normal work hours. In those instances, the Director or his/her designee will make that determination and advise staff. Questions related to emergency situations may be directed to the Director. Every attempt will be made to contact staff if the office will be closed for any emergency.

B. Overtime

Overtime pay of one and one-half times the regular hourly-equivalent pay will be paid to all non-exempt employees who work more than 40 hours in the designated work week. The salary of full-time non-exempt employees is based upon a 40-hour work week.

All overtime must receive the Director's prior written authorization. In those instances where an overtime situation unavoidably occurs without prior approval, the non-exempt employee is expected to leave promptly at the end of the meeting or event and inform the Director of the unexpected overtime the following workday. Paid absences, i.e. personal time, holidays, etc., are not to be counted as time worked.

For information on time spent in a travel status, see FISTA's Travel Policy.

C. Flex Schedule

Due to the nature of FISTA's work, exempt employees may be required to work extended hours on weekends or holidays. In those instances where an exempt employee is required to work on a Saturday, Sunday or holiday, they may request in advance that they be permitted to work a flex schedule for that designated work week. Authorization for an exempt employee to work a flex schedule must be granted in advance and in writing by the Director. Flex schedule adjustments **MUST** occur during the week in which the exempt employee is required to work on a Saturday, Sunday or holiday and cannot be carried over for adjustment in following weeks.

D. Timekeeping and Absence Reports

1. All non-exempt employees are required to accurately record time worked on a daily basis on a time sheet or timecard approved by the Director. Time worked means all time you are required to be on FISTA's premises or at any other prescribed place of work. On the last scheduled workday of each pay period, non-exempt employees shall total their hours and turn the time

sheet/timecard in to the Director or his/her designee. Since this becomes the official record of your work time, you must sign it.

2. All employees are required to complete a leave request in advance of taking personal time. In an emergency, or when absence is due to illness, the request must be completed within 24 hours of the employees return to work. The request form must be completed in its entirety and submitted to the Director for approval.
3. Employees that will be absent from work or arrive late due to an emergency or illness must notify the Program Manager as soon as possible of such absence.

E. Attendance and Punctuality

Unapproved or unexcused absenteeism and excessive tardiness may lead to disciplinary action, up to and including termination. You are expected to contact the Director before the start of your workday if you are going to be late to work or unable to work as scheduled. If you need to leave work during a workday, you must notify the Program Manager as to the reason and request approval to leave.

F. Workplace Harassment

FISTA strives to provide a workplace free of harassment and discrimination. We will not tolerate any form of harassment or discrimination against our employees by anyone, including supervisors, other employees, members, vendors, customers, or any other individuals doing business with FISTA or on FISTA's premises.

Harassment consists of intentional or unintentional unwelcome conduct, whether verbal, physical or visual, that denigrates an individual based on race, color, creed, religion, sex, national origin, age, disability, genetic information, veteran status, or any other unlawful or discriminatory basis.

Harassment includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes, slurs, use of vulgarity, unwanted sexual advances, invitations or comments, or any other verbal conduct intended to demean an individual.

2. Visual conduct such as derogatory or sexually-oriented posters, publications, photography, cartoons, drawings or gestures, including contact through electronic means such as email, fax, or the Internet.
3. Physical conduct such as assault, unwanted touching, leering, impeding or blocking normal movement.

It is impossible to define every action or all words that could be interpreted as harassment. The examples listed above are not meant to be a complete list of objectionable behavior nor do they always constitute harassment.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual or sex-biased nature where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. An employment decision is based on an individual's acceptance or rejection of such conduct.
3. Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

If you believe that you have been harassed, you are strongly encouraged to inform the Director or Chair of the Authority of the occurrence. FISTA management, or an independent investigator as necessary, will promptly investigate all reported allegations of harassment or discrimination. The Director or Chair of the Authority will advise all parties concerned of the results of the investigation. Complaints and the results of the investigation will remain confidential to the fullest extent possible.

FISTA prohibits any employee from taking adverse action in retaliation against anyone who has articulated any concern or complaint about sexual or any other type of harassment or discrimination. Any employee who is found, after investigation, to have engaged in harassment, discrimination, or retaliatory action will be subject to appropriate disciplinary action, up to and including termination.

Any employee who is found, after investigation, to have made an intentionally false complaint of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) will be subject to appropriate disciplinary action, up to and including termination.

G. Grievance Resolution

Good employee relations are the result of good communications. Therefore, FISTA encourages all employees to use the appropriate channels to communicate work-related problems or concerns. If an employee has a problem or concern, they should address the issue promptly with the Director.

The Director will investigate and provide a response to the employee within five working days. If the employee does not receive a response within five working days or is not satisfied with the response provided, the employee may refer the issue in writing to the Director within five working days. The Director will investigate and may request additional information. A final answer will be provided to the employee within five working days of receipt of the written request or receipt of the additional information requested. If the employee is unhappy with the results of the investigation and final answer, the issue may be taken to the Chair of the Authority.

H. Driver's License and Automobile Insurance

All employees that drive on FISTA business are required to have a valid driver's license as well as insurance coverage at levels required by Oklahoma law. Employees must present a valid driver's license and/or proof of insurance when requested.

I. Tobacco-Free Workplace

FISTA is concerned about the health of our employees, members and visitors, and has adopted the following wellness elements:

1. FISTA is a tobacco-free workplace to include any product or device that simulates smoking, such as e-cigarettes or nicotine delivery devices not approved by the FDA.
2. Employee smoking and use of tobacco products is prohibited in FISTA facilities or on FISTA grounds. This applies to:
 - a. All interior areas of buildings, including offices, restrooms, elevators, aisles, corridors, stairways, conference and meeting rooms, computer rooms, and lobbies.
 - b. Exterior entrances to any building and the area up to 15 feet from the entrance.
 - c. All off-site conference and meeting rooms utilized by FISTA.
3. FISTA will actively promote the Oklahoma Tobacco Helpline (1-800-QUIT-NOW)
4. FISTA will provide health insurance options. (See Section III, J)

FISTA strives to provide a safe, healthy and productive workplace by providing employees with a smoke-free environment.

J. Personal Appearance and Attire

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the image FISTA presents to its members and visitors. Therefore, during business hours and at all FISTA sponsored events, employees are expected to present a clean and neat appearance and to dress accordingly.

FISTA expects employees to dress appropriately in business attire consistent with the requirements of their positions. Because our work environment sees frequent visits from members, clients, and the public, professional business attire is essential.

Employees are expected to demonstrate good judgment and professional taste. Courtesy to coworkers and your professional image to members and the public should be the factors that are used to assess that you are dressing in business attire that is appropriate.

At the discretion of FISTA management, employees who appear for work or at an event inappropriately dressed will be sent home and directed to return in proper attire. Under such circumstances, non-exempt employees will not be compensated for the time away from work.

Visible body piercings and tattoos that are on the face, neck or head are prohibited. Pierced ears are the only exception.

K. Solicitation

Solicitation on FISTA premises is generally prohibited. However, the Director may, in his or her sole discretion, allow employees to engage in solicitation on its premises before or after the normal work day or during the normal lunch hour.

L. Publicity and Media

All publicity having reference to FISTA, its officers, directors, staff or any FISTA activities or events must be approved by the Director or Chair of the Authority. Information concerning FISTA will not be released without prior approval.

M. E-Mail and Internet Policy

FISTA's computer network is a business tool and employees shall minimize personal use of Internet and e-mail activity. Any personal use of FISTA's Internet or e-mail systems is limited to the employee's break or prior to or following the workday.

All employees should remember that the computer network, including the Internet and e-mail system, is FISTA property and employees have no privacy rights with regard to messages they place on the e-mail system or with activity that occurs on FISTA computers or the network. FISTA reserves the absolute

right to review, audit, intercept, access, and/or disclose all messages created, received, or sent through FISTA's e-mail system or network.

It is important to compose e-mail messages that are professional, business-like and in good taste. E-mail messages may not contain material that is offensive nor may it contain racial, ethnic, religious or sexual slurs, or any other language that is inappropriate. Employees should compose e-mail messages with the same care as they would compose hard copy correspondence.

N. FISTA and Politics

An employee's support of a candidate or political party is solely a matter of personal choice. In any political activity or support of a candidate, party, or issue, the employee must make it perfectly clear at all times that his or her actions or support are those of a private citizen and not the position of FISTA.

No employee will hold a city, county, state, federal or other elected office.

O. Use of Vehicles for Business

The safety and well-being of our employees is of critical importance to the organization. Therefore, we each have a responsibility to not only protect ourselves when on the road but also should do our part to protect those around us. Any employee driving on FISTA business at any time will do so only if they hold a valid driver's license and insurance coverage.

Although use of electronic equipment is prohibited while driving on FISTA business, the use of hands-free technology may be warranted in unusual or emergency circumstances. Under no circumstances should an employee use electronic equipment for texting while driving.

All employees must comply with applicable traffic laws.

P. Safety

Employees shall use all due care during the performance of their job duties, to include:

1. Floors shall be kept clean and dry to the extent possible.
2. Spilled materials must be cleaned up immediately.
3. Waste will be disposed of in a sanitary manner.
4. Work areas will be kept free of vermin.
5. Employees may not eat or drink in restroom facilities.

6. Trash containers in eating areas will be kept clean and emptied daily unless unused.
7. Washing/restroom facilities will be kept clean and be provided with soap or similar cleaner plus some method for drying hands.
8. Materials shall be stored safely in a stable and secure manner. Stored materials shall not present trip, fire, explosion or pest harborage hazards, nor block any exit.
9. Proper lifting techniques will be utilized whenever moving equipment or materials.

Q. Children in the Workplace

The presence of children in the workplace with the employee parent during the employee's workday is inappropriate and is to be avoided. Any exceptions due to emergency circumstances must be discussed with and approved by the Director on a case by case basis prior to bringing any child to the workplace.

R. Inclement Weather

It is the policy of FISTA to remain open during most periods of inclement weather. However, where extraordinary circumstances warrant, FISTA reserves the right to close the facility. Regardless of whether the facility is open or closed, it is each employee's decision as to whether you will work during such weather. If you elect not to work on a given day, you must call advising as to your status for the day.

Facility Closed. If the facility is announced to be closed on a given day, all exempt level staff will receive their regular pay for the day of closure. For non-exempt employees on a day of closure, this is an unpaid day unless they elected to work. The Director will make the determination as to whether the facility will be closed.

Facility Open. If the facility remains open on an adverse weather day, employees who report to work will receive their normal pay for the day, i.e., exempt staff will receive their regular salary and hourly employees will be paid at their base rate. If a non-exempt employee elects not to report to work on a facility open day, the employee can elect to use any accrued paid leave for the missed day or the employee will not be paid for the day.

S. Information Technology Systems/Social Media

FISTA's information technology systems (networks, software, computers, Internet access, and any others) are tools provided to employees to enhance productivity and performance on the job. All data files, information and communications that are created, stored, or transmitted using FISTA's information systems are the property of FISTA and shall not create any privacy rights in employees. All communication must respect the privacy and confidentiality of FISTA's staff, trustees, funders, members, partners, and other stakeholders.

Examples of inappropriate uses of technology include, but are not limited to, the following:

- Violation of law or government regulation
- Unauthorized installation and/or download of software
- Promotion or expression of disrespect for an individual or business
- Viewing, copying or transmitting material with sexual, profane or discriminatory content
- Transmission of harassing or soliciting messages
- Any use for personal financial gain
- Transmission or forwarding of spam email
- Recreational games or recreational purposes
- Any use that involves the risk of corruption or destruction of data

Engagement in social media will vary by job position. Employees are responsible to discuss with the Director how much of their job, if any, necessitates their on-the-job participation in social networking of any sort, and act accordingly.

T. Searches and Seizures

FISTA issued desks, file and storage cabinets, offices, computers and other technological devices, and other FISTA property may be searched without notice for drugs or alcohol, weapons, other prohibited items or activities, or any other evidence of employee misconduct.

FISTA

Employee Handbook Acknowledgement

This employee handbook has been prepared for your information and understanding of the policies, regulations, philosophies, practices and benefits of the Fires Innovation Science and Technology Accelerator (FISTA).

Upon completion of your review of this handbook, please sign the statement below, and return to the Director.

I, _____, have received and read a copy of the Employee Handbook which outlines the goals, policies, regulations, practices, benefits and expectations of FISTA, as well as my responsibilities as an employee. In connection with receipt and review of the Handbook, I have been given an opportunity to ask questions of management on any areas covered in the Handbook that I desired.

I understand this handbook is not intended to cover every situation which may arise during my employment, and is supplemented by additional written policies of FISTA in particular areas that will be provided to me.

I understand the Employee Handbook is not a contract of employment and should not be deemed as such, and that I am an employee “at will” during my entire tenure as an employee of FISTA.

By signing below, you indicate receipt and understanding of this Employee Handbook.

Employee Signature

Date

FISTA

Employee Protection (Whistleblower Clause) Acknowledgement

It is the intent of FISTA to adhere to all laws and regulations that apply to the organization. If any employee has a reasonable belief that some policy, practice or activity of FISTA is in violation of the law or regulations, FISTA recommends a written complaint be filed by that employee with the Director, the Chair of the Authority, or a member of FISTA Executive Committee. FISTA will not take adverse action against an employee who in good faith has made a protest or raised a complaint against a policy, practice or activity of FISTA, or of another individual or entity with whom FISTA has a relationship, on the basis of a reasonable belief that the practice is in violation of a law, regulation or a clear mandate of public policy, including those concerning the health, safety, welfare or protection of the environment.

By signing below, you indicate receipt and understanding of this policy.

Employee Signature

Date

FISTA

Separation of Employment and Return of FISTA Property Acknowledgement

Employees who voluntarily resign are encouraged as a courtesy to FISTA, to give a two-week notice and to provide the Director with a letter stating the reason for the resignation. When notice is given, FISTA may continue the employee in active service during the notice period. FISTA management may waive notice and make the resignation effective immediately. In certain circumstances, FISTA may choose to pay the employee in lieu of notice, but FISTA is not required to pay the employee. An exit interview may be requested prior to the voluntary termination.

Just as employees have the right to resign at any time for any reason, FISTA also reserves the right to terminate any employee at any time “at will”. Decisions of the Director in this regard are final.

Employees are responsible for all property, materials, or written information issued to them, developed by them, or in their possession or control. These materials are work products of FISTA and may be trade secrets. Employees must return all FISTA property immediately upon request or upon resignation or termination of employment.

FISTA may withhold from an employee’s paycheck, including their final paycheck, the cost of any items that are not returned when required.

By signing below, you indicate receipt and understanding of this policy.

Employee Signature

Date

FISTA NON-COMPETE/ CONFIDENTIALITY AGREEMENT

This Non-Compete/Confidentiality Agreement (this "Agreement") is made effective as of _____, 2023, by and between _____, herein referred to as "the Employee" and the FISTA Development Trust Authority, herein referred to as "FISTA", of 200 SW C Ave, Lawton, Oklahoma 73501.

NON-COMPETE COVENANT. During employment and for a period of 6 months after the separation of employment from FISTA for any reason, the Employee will not directly or indirectly engage in any business with the following competitor(s):

- Any employers, persons or companies that are currently having or previously had business dealings with FISTA or any of its tenants, partners, or subsidiaries.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as an owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any tenant, partner, or subsidiary of FISTA for the benefit of a third party that is engaged in such business. FISTA and the Employee agree that this non-compete covenant will not adversely affect either FISTA's or the Employee's livelihood.

CONFIDENTIALITY. The Employee will not, either directly or indirectly, use for the personal benefit of the Employee, or divulge, disclose, or communicate in any manner any Confidential Information of FISTA as such information is defined and limited in the FISTA Employee Handbook. All provisions on Confidential Information contained in the Handbook on the date of this Agreement or as such Handbook is thereafter amended are incorporated by reference and made a part of this Agreement as if fully set forth herein. The Employee will protect such information and treat it as strictly confidential. The Employee agrees to review all provisions on Confidential Information in the Handbook and maintain a thorough knowledge of the Handbook's provisions. The obligation of the Employee not to disclose Confidential Information shall continue during the duration of employment with FISTA and remain in effect after separation of employment for any reason until FISTA provides the former employee written notice releasing the former employee from the Agreement within a time period not exceeding ____ year(s).

CONDITION OF EMPLOYMENT. In consideration of the commitments and obligations made herein and other valuable considerations, FISTA and the Employee agree that the execution of this Agreement is a condition of employment with FISTA.

ENTIRE AGREEMENT. This Agreement, coupled with the applicable provisions of the FISTA Employee Handbook incorporated herein, contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

SEVERABILITY. The parties have attempted to limit the non-compete provisions so that they apply only to the extent necessary to protect legitimate business and property interests, and the confidentiality provisions so that they do not infringe on any applicable whistleblower protection laws. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INJUNCTION. It is agreed that if the Employee violates the terms of this Agreement irreparable harm

will occur, and monetary damages will be insufficient to compensate the FISTA. Therefore, FISTA will be entitled in addition to damages to seek injunctive relief (i.e., a court order that requires the Employee to comply with this Agreement) to enforce the terms of this Agreement.

APPLICABLE LAW/VENUE. This Agreement shall be governed by the laws of the State of Oklahoma. Venue for any legal action to enforce this Agreement or seek other relief shall be in the District Court of Comanche County, Oklahoma.

ATTORNEYS FEES/COSTS. In the event of a dispute between the parties, the parties hereby also agree that the prevailing party shall be entitled to reasonable attorney fees and costs incurred as a result of the dispute.

TERM. The term of this Agreement is as of the effective date hereof throughout the duration of the Employees employment with FISTA, and thereafter survives as specified in this Agreement regarding non-competition and non-disclosure of Confidential Information.

FISTA:

By: _____

Date:

EMPLOYEE:

By: _____

Date:

AMENDED BY-LAWS
FIRES Innovation Science and Technology Accelerator (FISTA)
Development Trust Authority

Article 1. Authority to Adopt By-Laws

Pursuant to Article VI of the Trust Indenture dated August 25, 2020, the FIRES Innovation Science and Technology Accelerator (FISTA) Development Trust Authority, a public trust authority of the City of Lawton, is authorized to adopt by-laws and amend the same from time to time.

Article 2. Purpose

The FISTA-Development Trust Authority is dedicated to developing and growing facilities that will include operation and management of offices in support of industrial development, defense related industrial space for research and development, science and technology laboratory space, as well as prototyping integration facilities for system integration and development, all with the goal of becoming the anchor for an Innovation Park in the City of Lawton.

Article 3. Membership

A) The membership of the Trust Authority shall consist of the Board of Trustees as defined in the Trust Indenture; and they shall continue to be members of the governing body as long as they are Trustees.

B) There shall be eleven (11) Trustees.

1) Qualifications:

Trustees shall be appointed in the following manner: one (1) shall be a sitting Council Member nominated by the Mayor of the governing body of the Beneficiary of the Trust; one (1) shall be nominated by Cameron University; one (1) shall be nominated by Great Plains Technology Center; one (1) shall be nominated by the Lawton Economic Development Corporation; one (1) shall be nominated by the Lawton Economic Development Authority; one (1) shall be nominated by the Lawton Enhancement Trust Authority; three (3) “at-large” positions shall be nominated by the Mayor of the governing body of the Beneficiary; and two (2) shall be nominated by the Chair of the Trust. All individuals nominated to serve as Trustee shall require confirmation by way of appointment by the governing body of the Beneficiary. In order to be nominated to serve as a Trustee, the individual must reside in the City of Lawton at the time of their nomination with the exception no more than three (3) individuals to be nominated may reside outside the City of Lawton, but within Comanche

County, Oklahoma. Individuals serving as a Trustee must, as a condition of maintaining eligibility, continue to reside within the City of Lawton throughout their term/s with the exception no more than three (3) individuals serving as a Trustee while residing outside the City of Lawton must continue to reside within Comanche County, Oklahoma throughout their term/s.

2) Terms of Office:

- A. Following the initial terms of each Trustee, all appointments shall be for a three-year term.
- B. The term of the office for those members appointed to fill an unexpired term shall run concurrently with the vacancy they are filling.

3) Compensation:

Trustees shall serve without compensation but may be allowed their reasonable actual expenses incurred while on the business of the Trust, provided authorization therefore has been obtained from the Board of Trustees.

Article 4. Ex-Officio Members

One Ex-Officio member of the Trust may be appointed per year on a rotating basis from Lawton community non-profit organizations including, but not limited to, Lawton Fort Sill Chamber of Commerce, Young Professionals of Lawton, Lawton Business Women, AMBUCS, Rotary Club, and similar civic organizations. The President & CEO is authorized to determine the rotation schedule of the Ex-Officio member among the various organizations and the Chair is authorized to make the appointment of the Ex-Officio member. A second Ex-Officio member position of the Trust will be filled by the incumbent Deputy City Manager (Public Works and Public Utilities) of the City of Lawton subject to the approval of the Lawton City Manager. Ex-Officio appointees shall be non-voting members and are not members of the governing body who may attend executive sessions held by the governing body. Ex-Officio members are encouraged to participate in discussions and share viewpoints during open sessions of Board of Trustees meetings.

Article 5. Officers

- A) Officers shall serve for a term of one (1) year and may be re-elected for additional terms. Officers of the Trust shall be:

Chair
Vice-Chair
Secretary
Treasurer

- B) Chair. The Chair shall preside at all meetings of the Trust. The Chair, when authorized to do so by the Board of Trustees, shall execute all instruments on behalf of the Trust. The Chair shall perform such other duties prescribed by the Board of Trustees and as usually pertain to the office of the Chair.

- C) Vice Chair. The Vice Chair shall perform the duties of the Chair in the event of the absence or incapacity of the Chair, and in the case of the resignation or removal of the Chair, the Vice Chair shall perform such duties as imposed on the Chair until such time as a new Chair shall have been elected. The Vice Chair shall also perform any other duties designated by the Chair.
- D) Secretary. The Secretary shall keep or supervise the keeping of the records of the Trust including complete and accurate records of all Trust transactions, shall act as Secretary of the meeting of the Board of Trustees and keep or supervise the keeping of the minutes of all meetings of the Trustees, shall cause to be recorded all votes and shall see that a record is kept of the proceedings of the Trust and shall perform all duties incident to such office.
- E) Treasurer. The Treasurer shall be responsible for the financial affairs of the Trust and shall keep or supervise the keeping of an accurate record of all receipts and expenditures.
- F) Additional Officers. The Trust may elect such other officers as may from time to time be deemed necessary whose duties shall be prescribed by the Trustees.
- G) Immediate Past Chairperson. Upon election of a new Chairperson, the Trustee leaving the position while remaining a Trustee shall be recognized as the Immediate Past Chairperson who shall serve in an advisory capacity to the Chairperson and Vice Chairperson as well as maintain a leadership role on behalf of and for the benefit of the Trust.

Article 6. Meetings

- A) Regular meetings. The Trust shall designate the time and place of all regular meetings as provided by the Trust Indenture and in full compliance with the Open Meeting Law of the State of Oklahoma.
- B) Special meetings. Special meetings shall be at the call of the Chair or by any six (6) Trustees of the Trust. Notice of all special meetings shall be given and the conduct of special meetings shall be in compliance with the Open Meeting Law of the State of Oklahoma.
- C) Emergency meetings. Emergency meetings may be called for the purpose of dealing with an emergency defined in the Open Meeting Law as a situation involving injury to persons or injury and damage to public or personal property or immediate financial loss when the time requirements for public notice of a special meeting would make such procedure impractical and increase the likelihood of injury or damage or immediate financial loss. Should an emergency meeting be necessary, the person or persons calling the meeting shall give as much advance public notice as is reasonable and

possible under the circumstances existing, in person or by telephonic or electronic means.

- D) Quorum and official action. All meetings of the Board of Trustees shall be held and conducted in full compliance with the Open Meeting Law and to the extent applicable, other statutes of the State of Oklahoma. A quorum for the conduct of business requires attendance of at least six (6) Trustees at a properly convened meeting of the Trust Authority. All action by the Trust as required by the provisions of the Trust Indenture shall be approved by an affirmative vote of at least a majority of the eleven (11) Trustees, unless a greater percentage is required by provisions of Title 60 of the Oklahoma Statutes or other applicable law.
- E) Unexcused absences. Trustees are expected to attend Trust meetings regularly in order to carry out the business of the Trust effectively. If a Trustee misses three (3) consecutive regular meetings without being excused by the Chair, his/her position shall be deemed vacant and the unexpired term filled with a replacement as set forth in Article 3 above.

Article 7. Committees

- A) Standing Committees. Standing committees of the Trust to include a Construction Oversight Committee and Nominating Committee, together with their prescribed duties, shall be established by the Board of Trustees, which may be amended from time to time. At the regular meeting of the Board of Trustees following the annual election of officers, the Chair shall appoint from the Board of Trustees the members of the various standing committees. Membership on standing committees shall be for the period of one (1) year.
- B) Special Advisory Committees. The Trust may create and appoint members of other temporary committees as necessary from time to time to evaluate and make recommendations on particular issues of importance to the Trust.
- C) Executive Committee. The Executive Committee shall be composed of the Chair, Vice Chair, Secretary, Treasurer, and Immediate Past Chairperson, and it shall perform duties as the Trust shall, from time to time, direct.

Article 8. Additional Rules

The Board of Trustees shall have the authority to adopt such additional resolutions, motions, policies, rules and regulations for its own organization, operation and procedures as the Trustees shall deem necessary; provided, however, they are not in conflict with these bylaws or the provisions of the Trust Indenture.

Article 9. Rules of Order

Robert's Rules of Order shall be the parliamentary authority for all matters of procedure not specifically covered by the bylaws.

Article 10. Fiscal Year and Audit

- A) Fiscal year. The fiscal year of the Trust and the budgetary operations thereof shall commence on July 1 of each calendar year and shall end on June 30 of the following year.
- B) Annual audit. The trust shall make provisions for an annual audit of its financial statements as set forth in the Trust Indenture.

Article 11. Amendments

These by-laws may be amended by a 2/3 affirmative vote of the Trustees in a regular or special open meeting of the Trust.

Approved by the Board of Trustees on the 11 day of July, 2023

Barry Ezerski, Secretary

Mark Brace, Chair

**FY 2023 COMMUNITY PROJECT FUNDING
SUBRECIPEINT GRANT AGREEMENT NO. B-23-CP-OK-1216**

Grantee Name: City of Lawton

Grantee Address: 212 SW 9th Street, Lawton, OK 73501

Grantee's Unique Entity Identifier (UEI): UJ7VNNPEKLJ6

Grantee's Employer Identification Number (EIN) Federal Award Identification Number (FAIN)
B-23-CP-OK-1216

Sub-Recipient Grantee Name: FISTA Development Trust Authority

Sub-Recipient Address: 200 SW C Ave., Lawton, OK 73501

Sub-Recipient UEI: G4HAWRFQA575

Sub-Recipient EIN/Fain: 85-3999842

Assistance Listing Number and Name: 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date: Date of grant obligation

Period of Performance/Budget Period End Date: August 31, 2031

This Sub-Recipient Grant Agreement between the City of Lawton (the Grantee) and FISTA Development Trust Authority (the Sub-Recipient) is made pursuant to the approval of HUD and under the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, the Grantee and Sub-Recipient agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,203,000 available to the Grantee for pass-through to the Sub-Recipient.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Sub-Recipient must use the Federal funds provided under this Sub-Recipient Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs the Grant Agreement with the Grantee. For reference, HUD will attach the approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs the Grant Agreement with the Grantee.

B. Approved Budget. The Sub-Recipient must use the Grant Funds as provided by Approved Budget. Unless changed in accordance with Article III, section C of the Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs the Grant Agreement with the Grantee. For reference, HUD will attach the approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs the Grant Agreement with the Grantee.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and the Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of the Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee or Sub-Recipient expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Sub-Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee and Sub-Recipient use that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs

under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee and Sub-Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date the Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee and Sub-Recipient must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds by the Sub-Recipient. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may, as is being done by this Agreement, subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring the Sub-Recipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action

as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee and Sub-Recipient must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee and Sub-Recipient must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee and Sub-Recipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee/Sub-Recipient after those amendments become effective.

G. The Grantee and Sub-Recipient must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the

Award Term in Appendix A to 2 CFR Part 170 (“Reporting Subawards and Executive Compensation”), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee and Sub-Recipient must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee and Sub-Recipient must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), “Disclosure of Lobbying Activities.” In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. “Person” is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe’s sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee and Sub-Recipient must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. If applicable, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, the Grantee must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-

based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee or Sub-Recipient must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee or Sub-Recipient must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee and Sub-Recipient must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee and Sub-Recipient must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee and Sub-Recipient must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of the Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee and Sub-Recipient must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of the Grant Agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the

Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6 month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date the Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in the Grant Agreement.

B. The Grantee must submit to HUD a written request to close out the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of the Grant Agreement.

C. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

D. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity

reports in

E. DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

F. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee, Sub-Recipient and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

G. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under the Grant Agreement and this Sub-Recipient Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by the Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of the Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee or Sub-Recipient fails to comply with the terms and conditions of their respective Grant Agreements, HUD may adjust specific conditions of the Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in the Grant Agreement shall be construed as

creating or justifying any claim against the Federal government, the Grantee, or Sub-Recipient by any third party.

ARTICLE IX. HUD Contact Information

Except where the Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under the Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

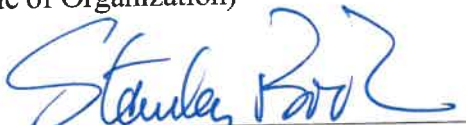
This agreement is hereby executed on behalf of the Grantee and Sub-Recipient as follows:

GRANTEE

City of Lawton, Oklahoma

(Name of Organization)

BY:


(Signature of Authorized Official)

Stanley Booker, Mayor
(Typed Name and Title of Authorized Official)

6/30/2023
(Date)

SUB-RECIPIENT

FISTA Development Trust Authority

(Name of Organization)

BY:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 1- Project Narrative:

#1 – Phase X:

Phase “X” is a high-level Secure Facility, but we limit the high-security identification for that reason. It is an extremely high priority for the FISTA and future qualifying organizations occupying the FISTA I facility. Please refer to it as Phase "X" and a highly prioritized part of the FISTA. A secure facility in the U.S. military, national security/national defense, and intelligence parlance is an enclosed area within a building used to process sensitive information types of classified information. This facility is of great interest to qualified and cleared defense contractors, defense-related contractors, and academic institutions that conduct business utilizing secure facilities regularly or semi-regularly. FISTA will be the sub-award recipient of the CPF grant.

#2 – Anechoic Chamber:

FISTA plans to have an anechoic chamber large enough for a semi-truck trailer to fit in and a turntable for smaller vehicles, drones, and other RF-emitting platforms. Both OSU and OU are very interested in such a large chamber with the programs, ranges, and Soldiers (plus all military services at Ft Sill with the Joint Counter UAS Schoolhouse moving here from Yuma, AZ). The potential for facility rent for the chamber is limitless as an R&D, S&T, test & evaluation system in this area of the U.S. Smaller, less capable chambers exist in Oklahoma. Still, newer, better, and more advanced systems are required to support Ft. Sill, the military DOD, and the Army Futures Command - Cross-Functional Teams located here and across the rapid modernization enterprise. By comparison, a large chamber of this size and capability is booked for use 3-4 years in advance with high-priority requirements, bringing in a higher usage cost that benefits the owner/organization/business entity that directly and positively affects the ROI.

#3 - Conference Center: Phase 1

A multi-media, state-of-the-art 11,606 sqft conference center designed and developed for classified secret-level conference meetings. The conference center is constructed for 1 to 3 meetings utilizing current and future VTC technology simultaneously. Each room has large digital screens, state-of-the-art audio/video systems, moveable tables/seating, control station podiums, digital monitors, and three individual AV control stations.

#4 – Exterior Remodel & Signage:

Remodel of the North face of FISTA I (former Sears building) for a high-tech display of the iconic FISTA logo that presents it above the parapet to the public, official visitors, employees, and contractors for front-of-mind awareness that everything FISTA begins here. Positioned on either side of the logo signage will be one of two large billboards for marketing, informing, and empowering messaging for all appropriate elements of FISTA, e.g., logos of the defense contractors, academic institutions, defense-related contractors, and innovators that have a presence in the FISTA; listing of current high-tech job openings; STEM programs, workshops, and academic offerings as well as industry partnerships available to students, and families interested in becoming more aware of Science, Technology, Engineering, and Mathematics for development of our future high-tech Workforce; apprenticeships, internships, and mentorship programs available through organizations and businesses aligned with the FISTA; among other offerings that better tie and connect the FISTA with Lawton Fort Sill.

#5 – Exterior Fence & Security:

Providing the appropriate level of security begins with a securely fenced perimeter for necessary safety measures for vehicles of employees, visitors, and officials working in and visiting the FISTA. The fencing will be artistic and consistent with current security fencing in the downtown Lawton area that surrounds local, state, and federal offices and secure work facilities. The secure fencing will be in place along the

West and South of FISTA I, with future fencing extending East to encompass the South parking lots to the Southeast corner of the FISTA II (former Dillard's building). Appropriate physical security stations will be established to control access to and from the FISTA facilities.

#6 – FISTA I: Balance

Completion of white space buildout that meets contractual agreements with clients that have submitted approved floor plans in Phases 2, 3, and 4 in FISTA I.

#7 – Demolition of FISTA I and II:

This funding priority covers the interior demolition and mitigation of materials in both properties.

#8 – Parking Lot Drainage:

Funding for necessary renovation and updates to the North parking lot drainage system.

#9 – FISTA II Remodel:

This project could quickly become a higher priority based on expected Army requirements. These monies will be significant for sustaining a long-term, multi-year industrial assembly and mechanical integration program that requires both renovation and construction of the existing 94K sq ft. floor plans currently in the design and development phase.

#10 – High Bay Addition:

An additional 20K sq ft extension to FISTA II will require the renovation/construction project to include a high bay and an industrial lift, a multi-ton crane system internal to an extensive loading and receiving dock area. Floor plans are currently in the design and development phase.

#11 – Commercial UAS and Counter UAS Schoolhouse:

With the scheduled relocation of the Joint Counter UAS Schoolhouse in Yuma, AZ to Fort Sill in 2023, and established as the Joint Counter UAS University, with the opportunity and requirements for establishing a commercial version of the same type of facility off of Fort Sill in FISTA I. An existing floor plan was previously developed for the Joint Counter UAS Schoolhouse for inclusion in FISTA I based on current and future programs for this Joint service program. Discussions are being held for further program development to include academic, federal agencies, and industry organizations. Establishing the commercial counter UAS schoolhouse in FISTA II and creating a center for excellence for such a training, education, and skills certifying facility could become more prominent in scope than the two AFC CFTs on Fort Sill.

#12–FISTA Plaza Offices: Phase 1A & 1B

Renovation and construction of these areas for administrative, operations, and leasable spaces in FISTA I.

#13 – Purchase Adjacent Property & Remodel for Downtown Living Space:

Provides significant work, living, and meeting space adjacent to the FISTA footprint. In the renovation, construction, and repurposing of this downtown location, FISTA will gain hotel, dormitory, and living quarters for employees, conference attendees, schoolhouse students, and other visitors on per diem, orders, and contracts that will provide consistent income and cash flow. With the appropriate design and integration of living, shopping, and workspace, this facility will enhance work-life balance in further revitalizing downtown Lawton and support to Fort Sill.

APPENDIX 2 - Approved Budget

APPENDIX 2- Approved Budget

FISTA I.2 - Phase X	Cost	
FISTA Secure Facility	\$2,202,626	CPF Grant
FISTA Secure Facility	\$1,797,374	Predevelopment non-CPF funds (see attached documentation) will be used in the demolition, site preparation, and construction of this area. The CPF grant completes these areas of the facility.
Total Budget	\$4,000,000	

APPENDIX 2- Approved Budget

	<u>FISTA Mall Costing - Prioritized List:</u>							
#1	Phase X:	9,085	sf		Total Ph. X:		4,000,000	
#2	Anechoic Chamber				Total:		7,396,258	
#3	Conference Center: Phase 1							
	Phase 1	11,606	sf		Total Ph. 1:		2,202,626	
#4	Exterior Remodel & Signage				Total:		1,496,580	
#5	Exterior Fence & Security				Total:		986,500	
#6	FISTA I: Balance							
	Phase 2	41,060	sf		\$ 126	/sf	5,191,832	
	Phase 3	11,005	sf		\$ 126	/sf	1,391,527	
	Phase 4	15,615	sf		\$ 126	/sf	1,974,439	
					Total Ph. 2/3/4		8,557,798	
	Total	115,415	sf					
#7	Demolition of FISTA I and II				Total:		724,950	
#8	Parking Lot Drainage				Total:		287,500	
#9	FISTA II Remodel							
		100,000	sf		Total:		15,000,000	
#10	High Bay Addition							
		20,000	sf		Total:		3,856,450	
#11	Commercial UAS and Counter UAS Schoolhouse				Total:		4,798,450	
#12	FISTA Plaza Offices: Phase 1A & 1B							
	Phase 1A	18,180	sf					
	Phase 1B	8,864	sf		Total 1A & 1B:		6,899,350	
#13	Purchased Adjacent Property & Remodel for Downtown Living Space				Total:		15,000,000	
	Total FISTA Costing						79,764,260	

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The Grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee and its Sub-Recipient are subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's or its Sub-Recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's or its Sub-Recipient's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

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- (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5-Specific Sub-Award Conditions

1.Requirements under 2 CFR 200.308 for subawards

Grantee has obtained all required approvals from HUD for sub-awarding of this Grant to the Sub-Recipient.

2.Requirements under 2 CFR 200.332 for subawards

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);

(ii) Subrecipient's unique entity identifier;

(iii) Federal Award Identification Number (FAIN);

(iv) Federal Award Date (see the definition of *Federal award date* in [§ 200.1 of this part](#)) of award to the recipient by the Federal agency;

(v) Subaward Period of Performance Start and End Date;

(vi) Subaward Budget Period Start and End Date;

(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;

(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;

(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);

- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity;
 - (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
 - (xiii) Identification of whether the award is R&D; and
 - (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per [§ 200.414](#).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- (4)
- (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
 - (B) The de minimis indirect cost rate.
 - (ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with [§ 200.405\(d\)](#).
- (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
- (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient

monitoring described in [paragraphs \(d\)](#) and [\(e\)](#) of this section, which may include consideration of such factors as:

- (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with [Subpart F of this part](#), and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (*e.g.*, if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in [§ 200.208](#).
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and performance reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
 - (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by [§ 200.521](#).
 - (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.*, has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section [§ 200.513\(a\)\(3\)\(vii\)](#). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in [paragraph \(b\)](#) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) Providing subrecipients with training and technical assistance on program-related matters; and
- (2) Performing on-site reviews of the subrecipient's program operations;
- (3) Arranging for agreed-upon-procedures engagements as described in [§ 200.425](#).

(f) Verify that every subrecipient is audited as required by [Subpart F of this part](#) when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in [§ 200.501](#).

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in [§ 200.339 of this part](#) and in program regulations.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

- b.* Whether an opportunity was provided for open competitive bidding or negotiation;
 - c.* Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;
 - e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);
 - f.* Whether undue hardship will result either to the Grantee, Sub-Recipient, or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - g.* Any other relevant considerations.
6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor

or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).