

APPENDIX C

TITLE VI





Title VI Baseline Assessment Tool

- 1. Who is the Title VI contact person for your agency? Does this person accept complaints from the public? If not, who does? Please include title, email, and telephone number for each person listed.**

The individual listed below is the Title VI contact person who accepts complaints from the public on behalf of the OKI Regional Council of Governments:

Florence Parker
Title VI Coordinator
513-619-7686; fparker@oki.org

- 2. In the past three years, has your agency been named in a discrimination complaint or lawsuit? If so, when and what was the nature of the complaint or lawsuit? What was the outcome? Was corrective action taken? Explain.**

For example:

Year	Type of Complaint	Finding	Brief Description of Allegation
2012	Sexual Harassment	NPC	

In the past three years the OKI Regional Council of Governments has not been named in a discrimination complaint or lawsuit.

- 3. Does your agency have a written complaint process? If so, please provide a copy as an attachment.**

OKI does have a written complaint process and a copy is attached to this Assessment Tool.

- 4. Has your agency made the public aware of the right to file a complaint? If so, by what mechanism?**

OKI has a Title VI Notification to the Public posted on its website and

in the Lobby of the OKI office. This notification provides information on how to file a complaint against OKI if an individual believes that he or she has been aggrieved by any unlawful discriminatory practice under Title VI.

- 5. Has your agency provided free translation services for persons with Limited English Proficiency (LEP)? Do you have a LEP Plan? If so, please provide a copy as an attachment.**

a. What techniques or procedures are employed to address LEP?

The Hispanic population is the largest of the LEP population groups in the OKI region. Thus far OKI has not received a request for translation services from any of its LEP population groups but staff is prepared to provide such assistance free of cost through its working relationship with Affordable Language Services. This firm offers professional translation and interpretation services in more than 200 languages along with sign language interpreters. The techniques and procedures employed by OKI staff to work with all LEP population groups in the OKI region are outlined in the Limited English Proficiency (LEP) Guidance attached to this Assessment Tool.

- 6. Has your agency provided written Title VI Assurances to ODOT? Is the Title VI Assurance included in the annual MPO self-certification resolution? If so, please provide a copy as an attachment.**

OKI has provided written Title VI Assurances to ODOT. The Assurances are included in the annual MPO self-certification resolution and a copy of the Assurance is attached to this Assessment Tool.

- 7. Do you have any questions regarding this assessment of Title VI? If so, please include them here along with your email address or telephone number and an ODOT representative will respond.**

OKI staff does not have any questions regarding this assessment of Title VI at this time. However, staff would like to note that it would be helpful to know about upcoming Title VI or Civil Rights trainings, workshops, etc. where costs might be incurred by the end of each calendar year. That information would enable staff to better assist the OKI Finance Department as it prepares budgets and projects future expenditures for such trainings, workshops, etc.

- 8. Provide the number of full-time employees of your agency. Provide a copy of your most recent EEO report.**

At this time OKI has (31) full-time employees. Since this number is fewer than (50) employees OKI is not required to file an EEO report. However, OKI does employ and adhere to the following EEO and Affirmative Action Policy:

Equal Employment Opportunity and Affirmative Action Policy

OKI is committed to a policy of equal employment opportunity. This is accomplished by enforcing EEO-related federal/state laws and regulations, Gubernatorial Executive Orders and state employment policies and procedures related to civil rights, affirmative action and non-discrimination. OKI will not discriminate against employees or applicants for employment based on any protected status including, but not limited to race, age, color, ancestry, religion, marital status, veteran status, sex, pregnancy, national origin, genetic information or physical or mental disability.

All managers and employees must comply with this EEO policy. This policy is disseminated to all employees, various recruitment sources and is displayed at all business locations. Any employee that violates this policy will be subject to discipline, up to and including termination.

Any issue related to equal employment opportunity may be discussed with the Equal Employment Opportunity (EEO) Officer, who is designated by the Executive Director. The name of the current EEO Officer is posted on the Cafeteria bulletin board. Anyone who believes he/she has experienced or witnessed a violation of this policy must immediately report it to the EEO Officer.

9. When was the last time the individual responsible for complying with Title VI responsibilities for your agency attended Title VI training? Did he/she receive a certificate of completion? If yes, please attach a copy of the certificate.

April 14-16, 2015, OKI's Title VI Coordinator participated in a 3-day Basic Civil Rights Training hosted by KYTC (Kentucky Transportation Cabinet) and presented by the Federal Highway Administration Resource Center. The training reviewed the purpose and authorities for the Title VI Program; described the background, purpose and authorities for FHWA's Equal Opportunity Contract Compliance Program, and described the background, purpose and authorities for the DBE Program. The training did not include a certificate of completion.

November 17, 2015, OKI's Title VI Coordinator participated in the INDOT Title VI Useful Function Training which was a refresher course on Title VI, General ADA and LEP (Limited English Proficiency) requirements for MPOs (Metropolitan Planning Organizations) and LPAs (Local Public Agencies). The refresher course did not include a certificate of completion.

December 15, 2015, OKI's Title VI Coordinator participated in an FHWA Environmental Justice Workshop that was hosted by MORPC (Mid-Ohio Regional Planning Commission) and presented by the Federal Highway Administration. This workshop did not include a certificate of completion.

- 10. Would your agency like Title VI training or other Civil Rights technical assistance from ODOT? If yes, please explain.**

OKI's Title VI Coordinator is always eager to receive Title VI training or other Civil Rights technical assistance from ODOT. An area of particular interest centers around the challenges of implementing the OKI DBE Program, calculating and fulfilling the OKI DBE Goal.

- 11. Provide the name, title, and contact information of the person who completed this baseline assessment. Is this the person who should be contacted with follow-up questions? If not, please provide the contact information for that individual.**

The individual who completed this baseline assessment is also the person who should be contacted with follow-up questions:

Florence Parker, Title VI Coordinator
513-619-7686; fparker@oki.org

Disadvantaged Business Enterprise

- 12. Does your agency include the required DBE assurance language (49 CFR 26.13 (a) and (b)) verbatim in all financial agreements, contracts, and sub-contracts? Please provide a sample copy of such.**

A sample copy of the required DBE assurance language and verbatim in all financial agreements, contracts, and sub-contracts is attached to this Assessment Tool.

- 13. Does your agency physically include the Civil Rights Special Provisions (FHWA-1273) in all contracts and ensure they are included in all sub-contracts, including third-tier contracts. Please provide a sample copy of such.**

This question is not applicable to OKI's work program because OKI is a transportation planning agency and does not execute construction contracts.

- 14. The Notice of Proposed Rule Making (NPRM) for 49 CFR 26.21 (a)(1) [<http://www.gpo.gov/fdsys/pkg/FR-2012-09-06/pdf/2012-21231.pdf>] intends to clarify US DOT's position regarding which entities can set DBE program goals. It is US DOT's position that only State Transportation Agencies (STAs), such as ODOT, can set DBE program goals and that sub-recipients would need to implement the established goal. Does your agency currently follow this process or does your agency set its own DBE goals? If your agency sets its own DBE goals, you will need to discontinue doing so and adopt ODOT's DBE goals.**

OKI currently sets its own DBE Program Goal which is 2.5% for Fiscal Years 2016-2018. That goal has been calculated based on the contracting opportunities anticipated in technical consultant contracts such as Architecture and Engineering Technical Studies (A&E). It's anticipated that DBEs will participate on these contracts as members of a project team due to the general shortage of certified DBE firms in the OKI region performing such services.

Consultant Contracts

- 15. Does your agency have written consultant selection procedures consistent with the provisions of 49 CFR 18.36?**

The written guidelines of OKI's Contract Management Narrative include consultant selection procedures consistent with the provisions of 49 CFR 18.36.

- 16. What considerations are given to minority contractors in the selection of consultants for transportation planning work?**

Serious considerations are given to the participation of minority contractors in OKI's transportation planning process. OKI's consultant selection process includes points for DBE participation and every RFQ states OKI's DBE Goal and the fact that DBE participation is encouraged.

- a. Does your agency monitor annual Title VI contracting goals? Describe your monitoring process.**

OKI staff calculates its DBE Goal based on projected contracting opportunities. OKI's DBE Liaison Officer, who is also OKI's Title VI Coordinator, is responsible for the implementation and compliance of all aspects of its DBE Program. OKI's Finance Department monitors the process by tracking expenditures to DBE and non-DBE contracting vendors via invoices submitted for payment.

- b. Does the consultant selection process include maintenance of records of qualified minority consultants?**

The maintenance of records of qualified minority consultants is overseen by the Title VI Coordinator who is also the DBE Liaison Officer. A qualified minority consultant wishing to contract with OKI must provide a current copy of his/her DBE Certification to be held on file in the OKI office.

- c. What other methods or procedures are utilized to encourage use of qualified minority consultants?**

Whenever OKI solicits an RFP or RFQ the announcement is posted on OKI's website and a Legal Notice is published in the major area newspaper. OKI's DBE Liaison Officer emails the announcement to the appropriate vendors listed in OKI's DBE Vendor Directory. If there are no vendors with the appropriate NAICS codes listed in OKI's DBE Vendor Directory the DBE Liaison Officer will research DBE directories regionally and nationally. The officer also forwards the RFP or RFQ announcement to the local African American and Hispanic Chambers of Commerce for dissemination to their respective memberships. OKI is a member of both chambers.

- d. Are Title VI assurances and provisions included in consultant contracts? Provide an example.**

A sample copy of the Title VI assurances and provisions included in consultant contracts can be found in Item #34 of Appendix C, Standard Terms and Conditions attached to this Assessment Tool.

- 17. Have consultants made good faith efforts to employ qualified minority sub-contractors? If so, to what extent?**

To the best of OKI staff knowledge consultants continue to make good faith efforts to employ qualified DBE certified minority sub-contractors. When responding to an RFP or RFQ consultants will routinely state their intention to employ qualified minority sub-contractors or they will tout the inclusion of a minority sub-contractor.

- 18. What are you agency's procedures for monitoring consultant compliance with Title VI contract provisions?**

Please refer to Item #20 in Appendix C, Standard Terms and Conditions. In addition to the consultant complying with the regulations stipulated in Item #20 of Appendix C, OKI staff in the Finance Department performs interim desk audits of contract payments to DBE sub-contractors by the primary consultant to ensure that the actual amount paid to DBE contractors equals or exceeds the dollar amount stated in the schedule of DBE participation. Appendix C is referenced in Question #16d and is attached to this Assessment Tool.

Urban Transportation Planning Process

- 19. Does your agency maintain documentation describing its procedures for incorporation Title VI requirements into the region's urban transportation planning program?**

Public participation is the single most important element of OKI's transportation planning process. OKI's Unified Planning Work Program (UPWP) includes a work element directing the development and maintenance of its Participation Plan. The Plan describes processes in place to successfully engage citizens, communities and business interests in OKI's eight county region. The Participation Plan also describes formats for requesting, obtaining and recording public input or feedback including, but not limited to, question-and-answer sessions, surveys, or comment sheets. More recently the focus has been to take full advantage of the various social media platforms resulting in a major increase in the number of surveys completed online and much more activity around the posting of Tweets or sustained blogging between staff and the general public.

20. What techniques and procedures are employed to provide data relative to minority and disabled populations, age and sex distributions, neighborhoods, income levels, physical environment, travel habits, etc.?

OKI's staff Demographer and its Operations & Air Quality Manager refer to the most current data available from the U.S. Census Bureau, the American Community Survey and the Greater Cincinnati Household Travel Survey to collect data relative to minority and disabled populations, age and sex distributions, neighborhoods, income levels, physical environment, travel habits, etc.

21. Is this data used to develop a socio-demographic profile of the MPO region? If so, provide a copy of the socio-demographic profile of your agency's region.

The abundance of information available in the three aforementioned sources plus the information that is compiled to update OKI's Regional Transportation Plan (RTP) every four years enable staff to develop various socio-demographic profiles depending on the desired end product. A chart from the RTP's Chapter 3 on Demographics has been extracted from OKI's 2040 Regional Transportation Plan to illustrate how the OKI region is evolving and changing. The next update of the RTP is currently underway and will be presented for Board approval in June 2016.

22. To what extent is the data considered in determining that a proposed transportation system will be capable of responding favorably to minority group requirements? What techniques are used?

In addition to the serious consideration of available data, OKI staff hosts interactive public meetings and posts on its website the date, time, location and agendas for its Intermodal Coordinating Committee (ICC) and Board Meetings which are open to the public. These activities provide opportunities to not only share the latest findings and recommendations for proposed projects but to receive input and feedback from residents who live, work, own businesses and/or play in OKI's eight county region. OKI's Title VI Coordinator works closely with members of OKI's Environmental Justice

Advisory Committee (EJAC) who keep their respective constituents informed. Many of the EJAC members either represent or work on behalf of OKI's underserved populations and are usually able to provide additional insight because they are familiar with the history and location for a proposed project. OKI's Regional Planning Manager works closely with the Advisory Committee for OKI's Coordinated Public Transit – Human Services Transportation Plan. This Plan identifies the transportation needs of older adults, individuals with disabilities and low income individuals; lays out strategies for meeting these needs; and prioritizes services for these target populations who are generally described as traditionally underserved population groups.

- 23. Do the MPO Transportation Plan and TIP include assessments of the impacts that planned transportation system investments will have on both minority (including low-income status populations) and non-minority areas? Discuss the assessment methodology and resulting documentation.**

The assessment of the impact(s) that planned transportation investments will have on both minority and non-minority areas are among the responsibilities for OKI's EJAC members. The announcement of a funding round is usually followed by OKI staff presenting a workshop that is open to the public and all interested potential applicants. This workshop highlights the details of the funding opportunity; confirms the application deadline; answers any additional questions and addresses any concerns. Upon receipt of completed applications for a funding round OKI staff will post the applications on its FTP site and OKI's Title VI Coordinator will provide EJAC members with the user name and password to gain access to the site. EJAC members will review and score the question on all of the applications pertinent to OKI's traditionally underserved populations. The members then meet with the Title VI Coordinator to review and discuss their scores eventually reaching a consensus. These scores are provided to the OKI Prioritization Subcommittee which ranks all of the applications and makes funding recommendations to the OKI Board. The Board makes the final decision on all project funding which becomes of record in the official OKI Board minutes.

- 24. Explain your agency's public involvement process for transportation planning. How does your agency obtain and consider input from all citizen groups, especially minority, low income, disabled, and transit dependent?**

OKI's public involvement process for its transportation planning is a formally structured Participation Plan comprised of four Elements. The first Element outlines the strategy and structure that OKI staff will use to engage the public in regional planning and agency decisions that may affect their quality of life. The focus of Element 2 highlights the process for defining Target Groups and Areas using census data to identify where traditionally underserved population groups are most concentrated. Element 3 explains the assessment process that OKI staff has

developed to ensure equitable distribution of transportation planning investments or benefits thus avoiding a disproportionate burden of adverse impacts. Element 4 outlines how the Participation Plan will be implemented; lists the technical support for plan implementation and ensures commitment to an evaluation of the OKI Participation Plan every four years.

OKI staff obtains input and feedback by conducting interactive public meetings and providing presentations related to transportation, land use and the environment to a variety of stakeholders. Staff also continually seeks opportunities throughout its eight county region for discussion and dialogue. Independent of these activities other methods for increasing public awareness of transportation issues or participation opportunities include, but are not limited to, postings on OKI's website, collaboration with like agencies, coordination with the OKI Environmental Justice Advisory Committee, social media, press releases, media briefings, newspaper articles, newsletters and information displays.

a. Do you have a formalized public involvement process? When was the last time it was updated?

Yes. OKI staff has developed a formal public involvement process for transportation planning that continues to evolve, be reviewed and updated as warranted. OKI staff conducts an update at least every four years. The OKI Participation Plan was last updated and approved by the OKI Board January 2014.

25. Are Environmental Justice (EJ) populations, either individually or through their organizations and community leaders, represented in the citizen participation effort? If so, how many and in what capacity?

Environmental Justice population groups are represented in OKI's citizen participation effort in various capacities. The OKI Board includes six members of color – (1) member represents a municipality with a population over 5,000; another member is the Director of the city of Cincinnati's Planning Commission; 3rd member is the CEO & General Manager of the Southwest Ohio Regional Transit Authority; 4th member is a resident of northern Kentucky; 5th member is the President & CEO of the Greater Cincinnati & N KY African American Chamber of Commerce, and 6th member represents the Ohio Commission on Hispanic/Latino Affairs.

OKI's Environmental Justice Advisory Committee has (12) members representing a cross section of the OKI region and includes a local resident, a small business owner, a Freestore Foodbank vice president, city/county/township and state government officials, a council on aging representative, a social service representative, a civil rights advocate and a transit service agency representative.

The Advisory Committee for OKI's Coordinated Plan consists of (10) members of which (1) member represents senior citizens in Clermont County; (1) member is the Executive Director of the Butler County Regional Transit Authority (BCRTA); (1) member represents the Northern Kentucky Area Development District (NKADD); (2) members represent Everybody Rides METRO, a transit service agency; (1) member represents Wesley Community Services which provides essential services that promote the independence of senior citizens; (1) is a staff member with the Transit Authority of Northern Kentucky (TANK); (1) member is Director of the Clermont Transportation Connection (CTC); (1) member is an area resident; and (1) member is a small business owner

26. Are there any other affirmative actions taken by your agency to enlist the involvement and support of EJ populations in the transportation planning process? Explain.

At this time there are no affirmative action activities underway by OKI staff to enlist the involvement and support of EJ population groups but OKI's Title VI Coordinator is a member of the SW Ohio Regional Transportation Workgroup. One of the current goals for this workgroup is to explore the feasibility of establishing a Mobility Management System which will help fill the gap of providing reliable, safe, affordable transportation for individuals, especially persons with disabilities. Individuals participating in this workgroup run the gamut from parents with a family member who is disabled to health professionals to transportation advocates to city and county officials to representatives from the social service and developmentally disabled communities to representatives from transit service agencies to representatives from area councils on aging to the veterans community.

OKI's Title VI Coordinator and members of OKI's Environmental Justice Advisory Committee have also provided input to the team of partners collaborating with OKI staff as the result of the award of a U.S. Forestry Grant. The focus of the input centered around how best to involve low income, minority and underserved communities in the process of implementing the grant.

ATTACHMENTS

OKI

COMPLAINT

PROCEDURE

OKI Title VI Program

Title VI Complaint Procedure



Ohio-Kentucky-Indiana Regional Council of Governments
720 East Pete Rose Way, Suite 420
Cincinnati, Ohio 45202
513-621-6300
www.oki.org

TITLE VI COMPLAINT PROCEDURE

Ohio-Kentucky-Indiana (OKI) Regional Council of Governments

This document is provided by the OKI Regional Council of Governments for a contractor, subcontractor, vendor or member of the general public to seek recourse if the individual is of the opinion that he or she has been unjustly served during the course of interaction with OKI and its transportation planning process.

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by the OKI Regional Council of Governments (hereinafter referred to as “the Authority”) may file a Title VI complaint by completing and submitting OKI’s Title VI Complaint Form. The Authority investigates complaints received no more than 180 days after the alleged incident. The Authority will process complaints that are complete.

Once the complaint is received, the Authority will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him or her whether the complaint will be investigated by our office.

The Authority has ten business days to investigate the complaint. If more information is needed to resolve the case, the Authority may contact the complainant via a letter. The complainant has ten business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten business days, the Authority can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue his or her case.

After the investigator reviews the complaint, he or she will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, he or she has ten business days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, contact 800-750-0750 (Ohio Relay Service).

TITLE VI COMPLAINT FORM
Ohio-Kentucky-Indiana (OKI)
Regional Council of Governments

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply):				
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin				
Date of Alleged Discrimination (Month, Day, Year): _____				
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.				

Section IV:		
Have you previously filed a Title VI complaint with this Agency?	Yes	No
Section V:		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, check all that apply:		
<input type="checkbox"/> Federal Agency _____		
<input type="checkbox"/> Federal Court _____ <input type="checkbox"/> State Agency _____		
<input type="checkbox"/> State Court _____ <input type="checkbox"/> Local Agency _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name: _____		
Title: _____		
Agency: _____		
Address: _____		
Telephone: _____		
Section VI		
Name of agency complaint is against: _____		
Contact person: _____		
Title: _____		
Telephone number: _____		

You may attach any written materials or other information that you think is relevant to your complaint.

Signature

Date

Please submit this form in person at the address below, or mail this form to:

Florence Parker, Title VI Coordinator
 OKI Regional Council of Governments
 720 East Pete Rose Way, Suite 420, Cincinnati, OH 45202

LIMITED

ENGLISH

PROFICIENCY

GUIDANCE

OKI Title VI Program

Limited English Proficiency Guidance



Ohio-Kentucky-Indiana Regional Council of Governments
720 East Pete Rose Way, Suite 420
Cincinnati, Ohio 45202
513-621-6300
www.oki.org

LIMITED ENGLISH PROFICIENCY (LEP) GUIDANCE

OHIO-KENTUCKY-INDIANA (OKI) REGIONAL COUNCIL OF GOVERNMENTS

The OKI Regional Council of Governments is a Metropolitan Planning Organization and a Council of Governments that serves an eight-county region in three states. According to the 2012 American Community Survey there are 2,146,560 individuals in the Cincinnati-Middletown, OH-KY-IN Metro Area. In order to ensure that members of a Limited English Proficiency group are afforded the opportunity to participate in OKI's transportation planning process, every Legal Notice is published in both English and Spanish in La Jornada, the area Spanish journal. Postings are also made on La Jornada Latina, the Spanish journal's Facebook page, and public service announcements are broadcast in Spanish by the on-air talent on WOXY-FM, the Spanish radio station.

Spanish has been selected relative to LEP support because of the 2,146,560 individuals in the OH-KY-IN Metro Area, 16,490 Spanish persons or 0.80% speak English less than "very well"; 8,256 Indo-European persons or 0.40% speak English less than "very well"; 10,687 Asian and Pacific Islander persons or 0.50% speak English less than "very well" and 3,432 persons speak other languages or 0.20% speak English less than "very well". Table 1.1 illustrates the social characteristics of individuals in the Cincinnati-Middletown, OH-KY-IN Metro Area and Table 1.2 provides demographic information for the same metro area.

Should the need arise, OKI staff has established a working relationship with Affordable Language Services which offers professional translation and interpreting services in more than 200 languages.

DP02: SELECTED SOCIAL CHARACTERISTICS
2012 American Community Survey 1-Year Estimates
Table 1.1 – Entire Table is
found in Appendix C

Subject	Cincinnati-Middletown, OH-KY-IN Metro Area	
	Estimate	Percent
LANGUAGE SPOKEN AT HOME		
Population 5 years and over	2,006,331	2,006,331
English only	1,892,443	94.30%
Language other than English	113,888	5.70%
Speak English less than "very well"	38,865	1.90%
Spanish	44,931	2.20%
Speak English less than "very well"	16,490	0.80%
Other Indo-European languages	32,589	1.60%
Speak English less than "very well"	8,256	0.40%
Asian and Pacific Islander languages	24,809	1.20%
Speak English less than "very well"	10,687	0.50%
Other languages	11,559	0.60%
Speak English less than "very well"	3,432	0.20%

DP05: ACS DEMOGRAPHIC AND HOUSING ESTIMATES
2012 American Community Survey 1-Year Estimates
Table 1.2 – Entire Table is found in Appendix B

Subject	Cincinnati-Middletown, OH-KY-IN Metro Area	
	Estimate	Percent
SEX AND AGE		
Total population	2,146,560	2,146,560
Male	1,048,533	48.80%
Female	1,098,027	51.20%
RACE		
Total population	2,146,560	2,146,560
One race	2,106,090	98.10%
Two or more races	40,470	1.90%
One race	2,106,090	98.10%
White	1,781,225	83.00%
Black or African American	260,247	12.10%
American Indian and Alaska Native	4,612	0.20%
Asian	42,729	2.00%
HISPANIC OR LATINO AND RACE		
Total population	2,146,560	2,146,560
Hispanic or Latino (of any race)	58,192	2.70%

OKI Title VI Program

Title VI Policy Statement Assurances



Ohio-Kentucky-Indiana Regional Council of Governments
720 East Pete Rose Way, Suite 420
Cincinnati, Ohio 45202
513-621-6300
www.oki.org

TITLE VI POLICY STATEMENT ASSURANCES

Ohio-Kentucky-Indiana (OKI) Regional Council of Governments (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*) and all requirements imposed by 49 C.F.R. Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. As a federal-aid recipient the Sponsor understands that Title VI obligations apply to all projects and activities, regardless of the funding source. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest

therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

- (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED January 15, 2014

OKI Regional Council of Governments
(Sponsor)

By 
(Signature of Authorized Official)

**STAFF PROFILE REPORT - AGENCY and MPO
EFFECTIVE DATE FEBRUARY 23, 2017**

TABLE 1: <u>TOTAL PERMANENT EMPLOYEES</u>	<u>FEMALE</u>	<u>MALE</u>	<u>Agency TOTAL</u>		<u>FEMALE</u>	<u>MALE</u>	<u>MPO TOTAL</u>	
MINORITY	3	0	3	(10%)	3	0	3	(13%)
MAJORITY	12	14	26	(90%)	7	13	20	(87%)
TOTAL	15 (52%)	14 (48%)	29	(100%)	10 (43%)	13 (57%)	23	(100%)

TABLE 1A: <u>PROFESSIONAL LEVEL EMPLOYEES</u>	<u>FEMALE</u>	<u>MALE</u>	<u>Agency TOTAL</u>		<u>FEMALE</u>	<u>MALE</u>	<u>MPO TOTAL</u>	
MINORITY	3	0	3	(12%)	3	0	3	(15%)
MAJORITY	10	13	23	(88%)	5	12	17	(85%)
TOTAL	13 (50%)	13 (50%)	26	(100%)	8 (40%)	12 (60%)	20	(100%)

TABLE 1B: <u>SUPPORT LEVEL EMPLOYEES</u>	<u>FEMALE</u>	<u>MALE</u>	<u>Agency TOTAL</u>		<u>FEMALE</u>	<u>MALE</u>	<u>MPO TOTAL</u>	
MINORITY	0	0	0	(0%)	0	0	0	(0%)
MAJORITY	2	1	3	(100%)	2	1	3	(100%)
TOTAL	2 (67%)	1 (33%)	3	(100%)	2 (67%)	1 (33%)	3	(100%)

TABLE 2: <u>TEMPORARY EMPLOYEES</u>	<u>FEMALE</u>	<u>MALE</u>	<u>Agency TOTAL</u>		<u>FEMALE</u>	<u>MALE</u>	<u>MPO TOTAL</u>	
MINORITY	0	0	0	(0%)	0	0	0	(0%)
MAJORITY	2	1	3	(100%)	2	1	3	(100%)
TOTAL	2 (67%)	1 (33%)	3	(100%)	2 (67%)	1 (33%)	3	(100%)

DBE

ASSURANCE

LANGUAGE

APPENDIX C
STANDARD TERMS AND CONDITIONS

Item 1. Definitions. For purposes of this Agreement, the following terms shall be defined as set forth in this section:

- (a) "DOT" or "the Secretary" means the Comptroller General of the United States, the United States Department of Transportation or as the context may require, the Secretary of Transportation, or other persons duly authorized to perform the functions to be performed under this Contract including (where applicable) the Federal Transit Administration, the Federal Highway Administration (FHWA), the Ohio Department of Transportation (ODOT), and the Kentucky Transportation Cabinet (KYTC).
- (b) "Approved work program" or "work program" means the approved work program, or any revisions to the work program, approved by the Executive Director of the Council and any designated official of DOT.
- (c) "Approved activities" means those activities described in the approved work program.
- (d) "Program funds" consist of all amounts, including the value of services and contributions other than cash (if specifically stated in proposal and cost analysis), received by the Contractor for the approved activities.
- (e) "Council" means the Ohio-Kentucky-Indiana Regional Council of Governments and its authorized representatives.
- (f) "Costs" include direct labor costs, salary related expenses, general and administrative overhead, other direct costs, contractor/subcontractor costs, and fixed fee or profit of the Contractor.

Item 2. Use of Program Funds. Program funds shall be applied against only those expenditures incurred specifically for approved activities and in conformity with the terms and conditions of this Agreement and with the budget approved by a duly authorized official of both the Council and DOT. The Contractor shall comply with the cost allocability provisions contained in 48 C.F.R. Part 31.2.

Item 3. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the States of Ohio and Commonwealth of Kentucky. This agreement may also be governed by and construed in accordance with federal law wherein such a law is referenced or necessary to the interpretation of the Agreement. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the Ohio Court of Claims, Franklin County or state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

Item 4. Ability to Meet Obligations. Contractor affirmatively states that there are no actions, suites or proceedings of any kind pending against Contractor or, to the knowledge of the Contractor, threatened against Contractor before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Contractor to perform its obligations under this Contract or which question the legality, validity or enforceability hereof or thereof.

Item 5. Data to be Furnished to Contractor. If the services to be performed are dependent upon the Council's furnishing data and information to the Contractor, all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the Council, and the Council shall cooperate with the Contractor in every way possible in the carrying out of the planning work.

Item 6. Council's Obligation. Subject to the other conditions of this Agreement, the Council will honor requisitions for costs incurred and budgeted (see Appendix A) in amounts deemed by it and by DOT to be proper to ensure the carrying out of the approved work program and payment of eligible costs. In addition to the Council's right to withhold payment of those items which it or DOT does not deem either proper or consistent with the conditions of this Agreement, the Council may elect by notice in writing not to make a payment of grant funds for any of the reasons listed in Section 10 of this document relative to termination or suspension.

Item 7. Establishment and Maintenance of Accounts. The Contractor shall establish for the approved activities, in conformity with such requirements as may be established by the Council or by DOT to facilitate project administration, separate accounts to be maintained within its existing accounting system or set up independently at the convenience of the Contractor. Such accounts are referred to in these conditions collectively as the "program account". The Contractor shall appropriately record in the program account all program funds as that term is defined in Section 1 of these cash conditions.

Item 8. Documentation of Activity Costs. All costs charged to the program account shall be supported by properly executed payrolls, time records, invoices, contracts, and vouchers evidencing in proper detail the nature and propriety of the charges. This requirement also extends to any certified DBEs or DBE subcontractors. All accounting records shall readily provide a breakdown of activity costs in accordance with the line items shown on the latest approved budget. Such records, together with supporting documents, shall be kept separately from other documents and records and shall be maintained for a period of three years after receipt of the final reimbursement to the Council of Contractors funds, by DOT.

Item 9. Audits and Inspections. The Contractor will, as often as deemed necessary by DOT, the Comptroller General of the United States, the Council, or any of their duly authorized representatives to have full access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract for three years from the receipt of final payment under this Contract. The Contractor shall include in all its Team subcontractor's contracts, a provision that DOT, the Comptroller General or the Council, or any of their duly authorized

representatives, will have full access to and the right to examine any directly pertinent books, documents, papers, and records of any subcontractor involving transactions related to the Contract for three years from the final payment under this Contract. The term "Contract" as used in this clause excludes purchase orders not exceeding \$5,000 for materials or services directly utilized. OKI will also perform interim desk audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amount stated in the schedule of DBE participation.

Item 10. Personnel.

- (a) The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the Council
- (b) All of the services required hereunder will be performed by the Contractor or under this supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- (c) None of the work or services covered by this Contract shall be subcontracted to any other contractors without the prior written approval of the Council.

Item 11. Reports and Information. The Contractor shall, at such times and in such manner as the Council may require, furnish the Council with periodic reports and statements pertaining to the approved activities and work program and other related matters covered hereunder.

- (a) Modification. In the event that subsequent to the execution of this Agreement, the Council determines that services in addition to those set forth in Appendix A are necessary, the Council may, at its discretion, request those services from the Contractor. Any such request shall be made by the Executive Director of the Council in writing. The Contractor may then, if it chooses, offer in writing to perform the requested services. The Contractor's written offer shall clearly state the additional cost(s) of providing the additional services. If the Council decides to accept the Contractor's written offer, it shall so notify the Contractor by its written acceptance and the terms of this Agreement shall thereby be modified. Any payments made by the Council as the result of a modification to this Agreement in the manner set forth in this paragraph shall not be included in arriving at the aggregate amount to be paid under this Agreement as set forth in paragraph 2 of Appendix B. In addition, any and all such payments shall be subject to the terms and conditions of Appendix B.

Item 12. Termination or Suspension.

- (a) Termination for Cause: The Council may by written notice mailed not less than five days prior to the effective date thereof, terminate or suspend this Contract in whole or in part, or, without such notice, withhold payment, in the event that it finds that the Contractor has (i) failed to comply in a timely and proper manner with applicable State and Federal law or with any of the provisions of this Contract; (ii) failed to carry out the approved work program; (iii) made unauthorized or improper use of contract funds; (iv) submitted any application, report, or other document which contains a misrepresentation of a material nature or is incorrect or incomplete in any material respect; (v) violated any of the covenants, agreements, or stipulations of this Contract; (vi) if for any reason continuation of the

approved work program is rendered improbable, unfeasible, impossible, or illegal; (vii) filing of a bankruptcy petition by or against the Contractor; or (viii) actions that endanger the health, safety or welfare of the Council or citizens of the region. The Contractor shall take such action relative to termination or suspension as may be required by the Council in the notice of termination or suspension or later communication. In such case, termination or suspension shall not affect any otherwise valid and allowable obligations made in good faith prior to receipt of notice of termination or suspension.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Agreement, shall at the option of the Council, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Council shall promptly compensate the Contractor for any satisfactory work completed on those documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials that the Council decides to retain as its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Council for damages sustained by the Council by virtue of any breach of this Agreement by the Contractor, and the Council may withhold any payments to the contractor for the purpose of set off until such time as the exact amount of damages due the Council from the Contractor is determined.

- (b) Termination for Convenience: The Council or the Contractor may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 10(a) above shall, at the option of the Council, become its property. If this Agreement is terminated by the Council or Contractor as provided herein, the Contractor shall be paid for all eligible expenditures properly incurred for services actually performed prior to termination and invoiced as described in 4(a) of this Agreement; provided, that such costs are approved by the Council and DOT. Payment for those goods and services shall not be unreasonably withheld. In addition, the Contractor shall be entitled to a portion of its profit or fixed fee which shall be determined by multiplying the total profit or fixed fee figure appearing in line 11 of the Cost Summary (see Appendix A) by the percentage of total work completed by the Contractor under this Agreement. For purposes of determining the percentage of total work completed under this Agreement, each item within a task shall be considered so that even if the Contractor fails to complete a task, it will be entitled to the portion of its profits attributable to the items within that task that have been completed prior to termination. If this Agreement is terminated otherwise than solely for the convenience of the Council, Paragraph 10(a) hereof relative to termination shall apply.

Item 13. Political Activity. No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public offices. All employees of the

Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 U.S.C. 1501 et seq., 18 U.S.C. 595).

Item 14. Campaign Finance. If applicable, the Contractor swears under the penalty of perjury, as provided by Ohio Revised Code section 2921.11 and KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the State of Ohio or the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the State of Ohio or the Commonwealth.

Item 15. Anti-Lobbying Restrictions. The Contractor is required to sign the Restrictions on Lobbying Certification (Appendix D) and if any contractor funds are used for purposes of lobbying, Contractor agrees to disclose to Council such lobbying on Standard Form LL.

Item 16. Interest of Public Officials and Employees. No officer or employee of the Council and no members of its governing body, and no public official of the locality in which the approved work program or its components will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such program shall (a) participate in any decision relating to any contract negotiated under this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, or (b) have any financial interest, direct or indirect, in such contract or in the work to be performed under such contract. The Contractor agrees that neither it, its employees, or agents will make any payment, take any action or permit any person to make any payment or to take any action which may result in a violation of this Section 13.

Item 17. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United State of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit arising here from.

Item 18. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Council shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Item 19. Equal Employment Opportunity.

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay or

other forms of compensation, selection for training including apprenticeship, and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor will cause the foregoing provisions to be inserted in all subcontracts of the Team for any work covered by this contract so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- (b) The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as DOT may require.
- (c) The Contractor agrees to comply with such rules, regulations or guidelines as DOT may issue to implement these requirements.

Item 20. Compliance with Title VI of the Civil Rights Act of 1964.

- (a) Compliance with Regulations: The Contractor will comply with the Regulations of the KYTC, where applicable, and the ODOT, where applicable, relative to non-discrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (b) Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (c) Solicitations for Subcontracts including procurement of materials and equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.
- (d) Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by DOT, to be pertinent, to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to DOT as appropriate, and shall set forth what efforts it has made to obtain the information.

- (e) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, DOT shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (1) withholding of payments to the Contractor under the Agreement until the Contractor complies and/or
 - (2) cancellation, termination, or suspension of the Agreement in whole or in part.
- (f) Incorporation of Provisions: The Contractor will include the provisions of Paragraph (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Council may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Council to enter into such litigation to protect the interest of the Council.

Item 21. Occupational Health and Safety: The Contractor agrees to comply with all statutes, rules and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et.seq., as amended, Ohio Revised Code section 4167.06 and KRS Chapter 33. The Contractor also agrees to notify the Council in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Contractor agrees to indemnify, defend and hold COUNCIL harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

Item 22. Bribery: By the Contractor signature on the contract, the Contractor certifies that no employee of the Contractor, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the Council.

Item 23. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

Item 24. Violation of and Compliance with Ohio and Kentucky Laws. The Contractor shall reveal any final determination of violation by the Contractor or subcontractor with the previous five (5) year period pursuant to Ohio Revised Code sections 5733, 5740, 5747, 4111, 4101, 4141 and 4123 and KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of Ohio Revised Code sections 5733, 5740, 5747, 4111, 4101, 4141 and 4123 and KRS Chapters 136, 139, 141, 337, 338, 341, and 342 the apply to the Contractor or subcontractor for the duration of the contract.

Item 25. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement, which the Council requests to be kept as confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of the Council.

Item 26. Publication, Reproduction, and Use of Material. No material produced in whole or in part under this contract shall be subject to copyright in the United States or in any other country. The Council and DOT shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

Item 27. Waivers or Revisions. To be valid, a waiver of any condition to this Agreement, or any revision to the approved work program and budget must be in writing from a duly authorized official of DOT and the Council. No failure or delay by the Council in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by the Council in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of COUNCIL hereunder or shall operate as a waiver thereof.

Item 28. Safeguarding Operations and Funds. The Contractor will safeguard all funds becoming available to it for approved activities under this Agreement (including funds becoming available to it for deposit, or deposited, in the program account) by insurance or fidelity bonds or by taking such other actions as may be approved by DOT and the Council. Such insurance or fidelity bonds, if required, shall be of such types, in such amounts, and with such coverage and otherwise as shall be satisfactory to DOT and the Council and proper and adequate for the purposes of this Agreement.

Item 29. Adjustments and Amounts of the Agreement. The Council reserves the right to review the progress made by the Contractor in carrying out the approved work program and, on the basis of this review, to renegotiate with the Contractor and decrease (or increase subject to the availability of funds) accordingly the amount of the compensation provided hereunder.

Item 30. Assignment. The Contractor shall not assign, or transfer any interest in this Agreement without the prior written consent of the Council. Any purported assignment or subcontract by Contractor in violation hereof shall be void. It is expressly acknowledged that the Council shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason fully within the sole discretion of the Council. However, in the case of an assignment or transfer of a claim for money due or to become due under this Agreement to a bank, trust company or other financial institution, the Contractor need not obtain the consent of the Council if the Contractor promptly furnishes notice of any such assignment or transfer.

Item 31. Disputes. The Contractor agrees that all disputes concerning questions of fact in connection with the work, and not otherwise disposed of by the specific terms of this Agreement shall be resolved as follows:

The Contractor shall notify the Council's Executive Director, in writing, within sixty (60) days following a determination by the Council, which in the opinion of the Contractor, is in material conflict with the facts concerning the subject matter. In such notification, the Contractor shall present such evidentiary matters as may support the Contractor's position and shall request a review of the previous determination. Within a reasonable time, the Executive Director shall cause the circumstance and facts to be reappraised for the purpose of his determination.

The Contractor agrees that the Executive Director will decide all such questions which may arise including the quality and acceptability of materials furnished and work performed; the rate of progress of the work; the interpretation of the plans and specifications; the acceptable fulfillment of the Agreement on the part of the Contractor; matters concerning compensation and all other matters and disputes relating to facts in connection with this Agreement; and the services or work to be performed there-under.

Item 32. Remedies. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Council Executive Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Council Executive Director shall be final and conclusive unless within 30 days from the date of receipt of such a copy, the Contractor mails or otherwise furnishes to the Executive Director a written appeal addressed to the Council Executive Committee. The decision of the Executive Committee of the Council Board of Director's shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of their appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement in accordance with the Council Executive Director's decision and such continued performance does not in any manner imply acceptance of an agreement with that decision by the contractor nor does it infringe upon the Contractor's right to appeal that decision.

This "Remedies" clause does not preclude consideration of law questions in connection with decisions provided for in the above paragraph; provided, that nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Item 33. Responsibility for Claims and Liability. The Contractor shall indemnify and hold harmless the Council and those agencies previously defined as DOT, from and against liabilities, losses, damages, cost, expenses, and disbursements imposed on, asserted against or incurred By the Council, and DOT to the extent that such liabilities resulted from the negligent performance, or negligent acts of its agents or employees.

Item 34. Disadvantaged Business Enterprise. It is the policy of the Council that minority business enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the D.B.E. requirements of 49 CFR Part 26 apply to this Agreement.

The Council shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to COUNCIL of its failure to carry out its approved programs, the Department may impose sanctions as provided for under 49 CFR

Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C. 1001 and /or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et sq.)

The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. The target for such DBE utilization would be 5% of total contract funds. The Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Contractor agrees to include as part of its contracts, a clause requiring disclosure of names, addresses and other information pertaining to the DOT-assisted contract. Contractors must include such a clause in sub-contracting agreements. The Recipient agrees to comply with the DBE requirements contained within 49 CFR Part 26. The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Recipient deems appropriate. Each contract signed with a Contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision. The Council will require all DBEs to inform it, in a written affidavit, of any change to its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26, or of any material changes in the information provided with such DBE's application for certification.

Item 35. Nondiscrimination on the Basis of Handicap. The Contractor agrees to comply with U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Benefiting from Federal Financial Assistance," 49 CFR 27.9, which implement the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, prohibiting discrimination against otherwise qualified persons, under this agreement.

Item 36. Authority to do Business. The Contractor must be duly organized and must be properly authorized to do business under the laws of Ohio and Kentucky. Contractor must be in good standing and have full legal capacity to provide the services specified under this Contract. The Contractor must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Contractor to enter into this Contract. The Contractor will provide the Council with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Contractor is authorized to do business in the State of Ohio and Commonwealth of Kentucky if requested. All contracts must be signed by a duly authorized officer, agent or employee of the Contractor.

Item 37. Hold Harmless and Indemnification Clause. The Contractor agrees to indemnify, hold harmless, and defend the Council, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Council or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

Item 38. Insurance Requirements. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Ohio and the Commonwealth of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Ohio Revised Code section 3905 and Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Ohio Revised Code section 4123 Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the COUNCIL Finance Department. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies. COUNCIL may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at the Council's option, actual copies of policies.

- A. The following clause shall be added to the Contractor's (and approved subcontractors) Comprehensive General Liability Policies:
1. "The Council's (COUNCIL), its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and the minimum Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:
1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with a \$1,000,000 Combined Single Limit for any one occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
 2. AUTOMOBILE LIABILITY insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
 3. Workers' Compensation insuring the employers' obligations under Kentucky Revised Statutes Chapter 342. Employers' Liability with a \$100,000 Limit of Liability for Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee
 4. PROFESSIONAL LIABILITY (Errors and Omission Liability) insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act. In the event that the Contractor's policy is written on a "Claims Made" form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
- C. Acceptability Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by COUNCIL's Finance Department.
- D. Miscellaneous

1. The Contractor shall procure and maintain insurance policies as described herein and for which the COUNCIL Finance Department shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without COUNCIL having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to COUNCIL's Finance Department before the expiration date.
2. Certificates of Insurance as required above shall be furnished, as called for:
 - a. No later than five (5) days after the successful submitting firm is notified of award by the Council to:

Ohio-Kentucky-Indiana Regional Council of Governments
Attn: Finance Department
720 East Pete Rose Way, Suite 420
Cincinnati, Ohio 45202

3. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement.
4. Approval of the insurance by COUNCIL shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Council does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

Item 39. Provisions to be Incorporated in Subcontracts. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than then (10) working days from the receipt of each payment the contractor receives from OKI. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of such payment from the above referenced time frame may occur only for good cause following written approval by OKI. This clause applies to both DBE and non-DBE subcontractors. Failure to comply may result in said prime contractor being eliminated from future participation in OKI contract opportunities for a period of one year and until a written plan of remedy to avoid such occurrences in the future is submitted by the offending prime contractor for approval by OKI. The Contractor agrees to incorporate all the provisions of Appendix C, Item 1 through Item 38 and Appendix D in its entirety, in any Sub-Contracts. In addition, if additional contracts are authorized by the Council in writing, the Contractor agrees to incorporate all such Appendix C and D provisions in such contracts.

SOCIO-DEMOGRAPHIC PROFILE

Demographic Profile		Boone Co., KY	Butler Co., OH	Campbell Co., KY	Clermont Co., OH	Dearborn Co., IN	Hamilton Co., OH	Kenton Co., KY	Warren Co., OH	OKI Region
Total population		118,811	368,130	90,336	197,363	50,047	802,374	159,720	212,693	1,999,474
One Race		116,652	360,263	88,944	194,710	49,557	785,188	156,555	209,509	1,961,378
White		109,050	316,667	85,215	189,250	48,780	552,330	145,394	192,431	1,639,117
Black or African American		2,982	26,972	2,280	2,284	300	206,962	7,369	6,940	285,069
American Indian and Alaska Native		228	770	126	403	87	1,617	294	341	3,866
Asian		2,534	8,811	1,920	753	189	16,182	1,447	8,284	40,120
Native Hawaiian		632	2,966	203	692	25	5,612	1,447	4,142	14,662
Other Pacific Islander [2]		299	1,873	136	386	31	3,616	208	1,845	8,394
Chinese		187	715	123	205	50	1,385	229	375	3,269
Filipino		860	272	46	84	18	84	126	405	2,652
Japanese		161	520	102	107	18	1,344	115	445	2,812
Korean		193	1,351	33	226	33	1,142	107	357	3,442
Vietnamese		202	1,114	110	220	14	2,242	272	715	4,889
Other Asian [1]		95	288	20	61	26	603	155	99	1,347
Native Hawaiian and Other Pacific Islander		27	46	3	22	6	87	29	23	243
Native Hawaiian		24	79	9	3	5	231	42	17	410
Guamanian or Chamorro		16	10	3	14	6	35	14	1	99
Samoa		28	153	5	22	9	250	70	58	595
Other Pacific Islander [2]		1,753	6,755	540	792	175	8,504	1,906	1,414	21,839
Some Other Race		2,159	7,867	1,392	2,653	490	17,186	3,165	3,184	38,096
Two or More Races		413	1,246	315	818	143	1,981	519	657	6,092
White: American Indian and Alaska Native [3]		475	1,291	172	520	70	2,598	396	1,002	6,524
White: Asian [3]		699	3,372	668	873	177	7,640	1,548	855	15,832
White: Black or African American [3]		260	777	69	172	53	969	253	203	2,756
White: Some Other Race [3]										
Race alone or in combination with one or more other races: [4]										
White		111,047	323,820	86,520	191,819	49,247	567,032	148,349	195,373	1,673,207
Black or African American		3,860	31,121	3,050	3,297	492	216,782	9,157	8,004	275,763
American Indian and Alaska Native		512	2,496	771	1,343	249	5,806	995	1,151	13,323
Asian		3,148	10,555	986	2,544	286	20,016	1,977	9,550	49,062
Native Hawaiian and Other Pacific Islander		176	503	65	138	44	1,075	271	220	2,492
Some Other Race		2,116	7,940	666	1,031	238	10,431	2,350	1,784	26,556
HISPANIC OR LATINO										
Total population		118,811	368,130	90,336	197,363	50,047	802,374	159,720	212,693	1,999,474
Hispanic or Latino (of any race)		4,205	14,670	1,495	2,896	502	20,607	4,225	4,784	53,364
Mexican		2,542	8,246	723	1,504	292	9,583	2,204	2,449	27,543
Puerto Rican		435	1,366	150	407	49	2,111	427	651	5,596
Cuban		96	382	53	109	9	682	103	210	1,644
Other Hispanic or Latino [5]		1,132	4,676	569	876	152	8,231	1,491	1,474	18,601
Not Hispanic or Latino		114,606	353,460	88,841	194,467	49,545	781,767	155,495	207,909	1,946,090
HISPANIC OR LATINO AND RACE										
Total population		118,811	368,130	90,336	197,363	50,047	802,374	159,720	212,693	1,999,474
Hispanic or Latino		4,205	14,670	1,495	2,896	502	20,607	4,225	4,784	53,364
White alone		2,085	6,484	809	1,919	284	10,057	1,964	3,126	26,748
Black or African American alone		64	509	37	50	9	1,204	92	102	2,067
American Indian and Alaska Native alone		36	164	27	54	8	398	59	52	798
Asian alone		20	52	23	20	2	102	23	23	301
Native Hawaiian and Other Pacific Islander alone		19	49	5	3	2	129	16	6	229
Some Other Race alone		1,607	6,239	441	603	125	6,839	1,647	1,142	18,643
Two or More Races alone		364	1,173	143	247	62	398	398	333	4,598
Not Hispanic or Latino		114,606	353,460	88,841	194,467	49,545	781,767	155,495	207,909	1,946,090
White alone		106,955	310,183	84,406	187,331	48,486	542,273	143,430	189,305	1,612,369
Black or African American alone		2,928	26,463	2,253	2,234	291	204,748	7,267	6,838	253,022
American Indian and Alaska Native alone		192	606	99	349	79	1,219	289	289	3,068
Asian alone		2,514	8,759	720	1,900	187	16,080	1,398	8,261	39,819
Native Hawaiian and Other Pacific Islander alone		76	239	15	86	14	474	139	93	1,118
Some Other Race alone		146	516	99	189	50	1,665	259	272	3,196
Two or More Races		1,795	6,694	1,249	2,406	428	15,308	2,767	2,851	33,498

[1] Other Asian alone, or two or more Asian categories.
[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.
[3] One of the four most commonly reported multiple-race combinations.
[4] In combination with one or more of the other races listed.
[5] This category is composed of people whose origins are from the Dominican Republic, Spain and Spanish speaking Central or South American countries.
It also includes general origin responses such as "Latino" or "Hispanic."

Source: U.S. Census Bureau, 2010 Census SF1, DP-1 Table