



OHIO DEPARTMENT OF TRANSPORTATION

SUBAWARD GRANT AGREEMENT

(1) Pass-Through Entity Ohio Department of Transportation	(2) Subrecipient's Name Ohio-Kentucky-Indiana Regional Council of Governments
(3) Federal Awarding Agency Federal Highway Administration (FHWA)	(4) Subrecipient's OAKS ID Number 0000043527
(5) CFDA Program Number & Name 20.205 Highway Planning and Construction	(6) ODOT PID Number Refer to Project Data Sheet
(7) Federal Agreement Number (FAN) Refer to Project Data Sheet	(8) ODOT Agreement Number 32970
(9) FHWA's Federal Authorization Date Refer to Project Data Sheet	(10) Subrecipient's DUNS Number 072 864 770
(11) Research & Development Subaward Not R & D Subaward	(12) Subrecipient's Indirect Cost Rate Refer to Agreement Section XI: COMPENSATION
(13) Subaward Period of Performance Start Date and End Date Refer to Project Data Sheet	
(14) Federal \$ Obligated by this Action by ODOT to the Subrecipient Refer to Project Data Sheet	
(15) Total Federal \$ Obligated to the Subrecipient by ODOT, Including Current Obligation Refer to Project Data Sheet	
(16) Total Federal Award \$ Committed to the Subrecipient by ODOT \$3,501,692	
(17) Federal Subaward Project Description, as Required to be Responsive to FFATA Refer to Agreement Section I: PURPOSE	

PROJECT DATA SHEET

Subrecipient's Name	Ohio-Kentucky-Indiana Regional Council of Governments	ODOT Agreement #	32970	Data Sheet Version Date	3/21/19	Data Sheet Version #	#1
---------------------	--	------------------	--------------	-------------------------	----------------	----------------------	-----------

ODOT PID Number	FHWA FAN Number	Federal Authorization Date	ODOT Project Name	Period of Performance Start Date	Period of Performance End Date	State Prorata Share %	State \$ Obligated This Action	Cumulative State \$ Obligated	Federal Prorata Share %	Federal \$ Obligated This Action	Cumulative Federal \$ Obligated
109386	Pending	Pending	SFY 2020 CPG	7/1/19	6/30/20	10%	\$301,096	\$301,096	80%	\$2,408,765	\$2,408,765
97784	E161435	Pending	OKI 2020 Rideshare	7/1/19	6/30/20	N/A	N/A	N/A	100%	\$212,609	\$212,609
97788	E161436	Pending	HAM OKI 2020 AQ Program	7/1/19	6/30/20	N/A	N/A	N/A	80w/trc	\$372,030	\$372,030
109416	Pending	Pending	HAM OKI 2020 Reg Plng - FIAM	7/1/19	6/30/20	N/A	N/A	N/A	80w/trc	\$97,069	\$97,069
109417	Pending	Pending	HAM OKI 19 Reg Trans Plng - LU	7/1/19	6/30/20	N/A	N/A	N/A	80w/trc	\$411,219	\$411,219
						Totals	\$301,096	\$301,096		\$3,501,692	\$3,501,692

AGREEMENT BETWEEN THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
AND THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION FOR URBAN TRANSPORTATION
PLANNING AND TRANSPORTATION PROGRAMS

The Ohio-Kentucky-Indiana Regional Council of Governments, (“AGENCY”), created pursuant to Section 167, of the Ohio Revised Code, having its principle office at 720 East Pete Rose Way, Cincinnati, Ohio 45202, as of the ____ day of _____, 2019 and the State of Ohio, Department of Transportation (ODOT), having its principal office at 1980 West Broad Street, Columbus, Ohio 43223, as of the ____ day of _____, 2019: agree as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to implement 23 United States Code (U.S.C.) §134 and 49 U.S.C. §5303, as may be amended, requiring designation of a Metropolitan Planning Organization (MPO) for the Cincinnati, OH-KY-IN and Middletown, OH urbanized areas and for such MPO to conduct a continuing, cooperative, and comprehensive urban transportation planning process, including corridor and subarea studies, for the metropolitan area, hereinafter referred to as the “PROCESS”. The PROCESS is to result in plans and programs that consider all transportation modes and supports metropolitan community development and social goals. These plans and programs shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods. It is the intent of the parties hereto that the PROCESS shall be carried forward on a continuing basis.

SECTION II: DEFINITIONS

1. **Catalog of Federal Domestic Assistance (CFDA) number.** §200.10 CFDA number means the number assigned to a Federal program in the CFDA.
2. **CFDA Program Title.** §200.11 CFDA program title means the title of the program under which the Federal award was funded in the CFDA.
3. **Federal Awarding Agency.** §200.37 Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity.
4. **Federal Award Date.** §200.39 Federal award date means the date when the Federal award is signed by the authorized official of the Federal awarding agency.
5. **Pass-Through Entity.** §200.74 Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
6. **Period of Performance.** §200.77 Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award.
7. **Subrecipient.** §200.93 Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

8. Subrecipient's **DUNS Number**. See §200.331(a)(1)(ii) *Subrecipient's unique entity identifier*. The DUNS Number [is] the "unique entity identifier" used to identify a specific commercial, nonprofit, or government entity. Dun & Bradstreet is the designated entity to establish and maintain the DUNS Number, which is required for registration in SAM and used throughout federal procurement, financial assistance, and financial management systems. The subrecipient needs a Data Universal Numbering System (DUNS) number to register the entity in the U.S. Federal government's System for Award Management (SAM). A subrecipient must have an active registration in SAM to do business with the Federal Government.

SECTION III: MPO DESIGNATION

ODOT, acting on behalf of Ohio's Governor, has designated the OKI Board of Directors as the Metropolitan Planning Organization for the Cincinnati, OH-KY-IN and Middletown, OH urbanized areas. The Board of Directors is hereby delegated the authority and responsibility for the direction, coordination, and administration of the PROCESS. Consistent with 23 Code of Federal Regulations (CFR) Part 450.310(d), the *Board of Directors* shall be comprised of local elected officials and officials of public agencies that administer or operate major modes of transportation in the metropolitan area including representation by providers of public transportation within the "AREA" (as defined in Agreement Section V) and ODOT, as enumerated in an AGENCY PROSPECTUS.

This Board of Directors, as the forum for cooperative transportation decision making, shall be comprised of at least 51% locally elected officials.

The Board of Directors shall be assisted by a Technical Advisory Committee comprised as enumerated in the PROSPECTUS.

SECTION IV: SUBRECIPIENT DESIGNATION

The AGENCY is hereby designated as the SUBRECIPIENT of the Federal funds awarded by this SUBAWARD GRANT AGREEMENT.

SECTION V: MPO BOUNDARY

The parties agree that in Ohio, the conduct of the PROCESS will be for the area consisting of all of Butler, Clermont, Hamilton, and Warren (excluding the cities of Carlisle, Franklin, and Springboro, and Franklin Township) counties, including the incorporated municipalities therein, which is hereinafter referred to as the "AREA", or as may be modified by mutual consent of the signatories to this Agreement. At a minimum, without need for additional written consent of the signatories to this Agreement, the AREA will consist of the Urbanized Area as defined by the U.S. Bureau of the Census and the contiguous geographic area(s) likely to be urbanized within the twenty year forecast period covered by the Transportation Plan (23 CFR Part 450.312(a), except as may be located within the jurisdiction of another Metropolitan Planning Organization. The AGENCY shall prepare an official map of the AREA, for approval by the Board of Directors and shall submit such map to ODOT.

SECTION VI: CARRY FORWARD FUNDING

The parties agree that upon completion of the state fiscal year and WORK PROGRAM any unexpended balance of U.S. DOT (49 U.S.C. Section 5303), Federal Metropolitan Planning Funds (PL), or State Planning and Research funds (SPR) funds and any associated state matching funds allocated by ODOT may be carried forward into the next state fiscal year. The carry forward funding will remain available for eligible WORK PROGRAM expenses through the second quarter (December 31st) of the new state

fiscal year. On January 1st of each year, the unexpended balance of any prior year U.S. DOT (49 U.S.C. Section 5303), PL, or SPR funds and any associated state matching funds carried forward will lapse. The AGENCY agrees to submit invoices for the eligible expenses financed with the carry forward funding, prior to the January 1st deadline, within thirty days of the end of the second quarter of the state fiscal year (approximately January 30th).

SECTION VII: TRANSPORTATION PLANNING PROCESS PRODUCTS AND SERVICES

Annually, the AGENCY shall prepare a WORK PROGRAM and budget describing the planning process and program activities to be performed under this Agreement, with the cost relating to individual work elements and the source of funding thereof. Such WORK PROGRAM and budget shall be approved by the Policy Committee, ODOT, and other state and federal agencies as necessary, prior to the first day of July of each fiscal year, in accordance with ODOT's MPO Administrative Manual, as may be modified. The WORK PROGRAM, budget and any updates which can be found at <https://extranet.dot.state.oh.us/divisions/Planning/plan/STIP/default.aspx>, are made a part hereof and incorporated by this reference as if fully rewritten herein.

Specifically, the WORK PROGRAM and budget shall record the AGENCY's progress in developing and keeping current the following items, as further described in 23 CFR Part 450, as may be amended:

1. A PROSPECTUS describing the AGENCY's organizational structure, committee bylaws, and the work to be performed in the conduct of the PROCESS. The PROSPECTUS shall document the interagency agreements and describe the respective agency roles and responsibilities for conducting the PROCESS and transportation related air quality planning.
2. A Transportation Plan, with a 20-year planning horizon, resulting from the PROCESS.
3. A Transportation Improvement Program, with a 4-year regional project listing, resulting from the PROCESS.
4. A Participation Plan that provides reasonable opportunities for interested public and private parties to participate in the PROCESS.
5. A Congestion Management Process in Transportation Management Areas (urbanized areas exceeding 200,000 in population).
6. A periodic reporting of events, developments, and accomplishments resulting from the PROCESS.
7. In cooperation with ODOT, implementation of a performance-based PROCESS to include transportation programming and performance metrics.

SECTION VIII: COORDINATION

The AGENCY shall secure agreements of cooperation with the county, all incorporated municipalities, and the operators of publicly owned transit services, within the AREA for carrying forward the PROCESS. In the event that there is an unwillingness on the part of any of these entities to participate in the continuation of the PROCESS, a determination shall be made by the parties hereto as to whether the percentage of the AREA or population affected is such as to negate an effective PROCESS for the entire AREA; such determination will be submitted by ODOT to the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) for concurrence.

The AGENCY will make provisions for operators of other major modes or systems of transportation (airports, maritime ports, rail operators, freight operators) operating within the AREA, to participate in the PROCESS.

In areas designated as nonattainment or maintenance for mobile source pollutants under the Clean Air Act, the AGENCY shall secure agreements with affected state and local agencies describing the respective roles and responsibilities for addressing transportation related air quality planning in the performance of the PROCESS and determining the transportation conformity of the MPO Transportation Plan and Transportation Improvement Program, in accordance with the U.S. EPA Conformity Rule (40 CFR part 93).

The AGENCY acting for itself and as agent for the county and each of the incorporated municipalities within the AREA shall continue the PROCESS for the AREA in conformance with the approved urban transportation planning PROSPECTUS and WORK PROGRAM describing the continued treatment of the elements of the PROCESS, both of which are made a part hereof, and incorporated by reference as if fully rewritten herein, or as the same may be modified by the AGENCY with the prior approval of the ODOT in accordance with this Agreement.

SECTION IX: PERIOD OF PERFORMANCE

The work under this Agreement shall commence on July 1, 2019 and will terminate on June 30, 2021. At that time, ODOT may renew this Agreement on substantially the same terms and conditions, in conformance with applicable Federal and State law.

This Agreement and any renewal thereof is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to ODOT for the purposes of this Agreement, and to the certification of funds by the Ohio Office of Budget and Management, as required by §126.07 Ohio Revised Code. If ODOT determines that sufficient funds have not been appropriated for the purposes of this contract, or if the Ohio Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.

SECTION X: TERMINATION

This Agreement may be terminated by any party to this Agreement upon written notice to all other parties. Any such written notice of termination shall include the terminating party's reasons for electing to terminate this Agreement, and the terminating party shall send such written notice of termination by certified U.S. Mail, return receipt requested, not less than ninety (90) days prior to the effective date of termination.

If it appears to ODOT that the AGENCY has failed to perform any of the requirements of this contract, or that the AGENCY is in violation of a specific provision of this contract, ODOT may provide the AGENCY with notice of the failure to perform or the violation and shall provide a thirty (30) day period to cure any and all defaults under this contract. During the thirty (30) day cure period, the AGENCY shall incur only those obligations or expenditures which are necessary to enable the AGENCY to continue its operation and achieve compliance as set forth in the notice.

In the event of termination under this Article, the AGENCY shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report describing the status of all work under this

contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

In the event of termination under this Article, the AGENCY shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the AGENCY shall not exceed the total amount of consideration stated in this contract. In the event of suspension or termination, any payments made by ODOT in which services have not been rendered by the AGENCY shall be returned to the State.

SECTION XI: COMPENSATION

The approved WORK PROGRAM and budget therein referenced in Section VII shall determine the total compensation to be reimbursed by ODOT to the AGENCY for professional and technical services in accordance with the terms and conditions specified in this Agreement. Prior to the beginning of each fiscal year, the WORK PROGRAM and budget shall be provided to ODOT and other state and federal agencies for their approval. Upon receipt of the WORK PROGRAM and budget, ODOT will determine the degree of eligibility for ODOT participation in the cost of various work elements.

The AGENCY shall obtain and provide the local funds to finance its share of the work contemplated by this Agreement. The AGENCY shall initially pay all costs of the work performed.

Reimbursement for the AGENCY's WORK PROGRAM expenses financed through this Agreement will be based on AGENCY initiated costs incurred invoices. The AGENCY shall submit periodic billings, not more frequently than monthly, to ODOT for reimbursement for those charges which are eligible for reimbursement in accordance with ODOT's MPO Administration Manual, ODOT's MPO Contract Audit Circulars, and 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, each as may be modified. Said Standard Operating Procedure and MPO Contract Audit Circulars in 2 CFR Part 200 are made a part hereof and incorporated by this reference as if fully rewritten herein.

Any fringe benefit and/or indirect costs rates charged by the AGENCY during the period of performance of this Agreement must be in compliance with a separately executed FRINGE BENEFIT AND INDIRECT COST RATE AGREEMENT between ODOT and the AGENCY.

ODOT shall process the AGENCY's invoices within 30 days, following submission and shall be obligated to pay the AGENCY that amount determined by ODOT to be eligible for payment. If the invoice submitted to ODOT contains a defect or impropriety, ODOT shall send written notification to the AGENCY within fifteen days after receipt of the invoice. The notice shall contain a description of the defect or impropriety and any additional information necessary to correct the defect or impropriety. If ODOT sends such written notification to the AGENCY, the required payment date shall be thirty days after ODOT receives a proper invoice.

ODOT shall initially pay all costs of the work performed which are incurred by ODOT and may, owing to the multi-funding sources, directly invoice the AGENCY for the cost of services provided by ODOT for expenses within the approved WORK PROGRAM, in accordance with the terms and conditions specified in this Agreement.

In no instance shall reimbursement payments for the cost of the work to be performed exceed the maximum cost shown in the approved WORK PROGRAM and budget without prior written approval

of ODOT. Any expenditure in excess of the budget, without prior written approval from ODOT, will be the exclusive responsibility of the AGENCY.

No expenditure shall be included in the cost of the work performed and no part of any funds reimbursed to the AGENCY shall be used by the AGENCY for expenditures or charges that are (1) contrary to the provisions of this Agreement, (2) not directly related to the work performed, (3) incurred without the consent of ODOT, or (4) after written notice of the suspension or termination of any or all of the AGENCY's obligations under this Agreement.

In the event that funding generally made available to ODOT by the U.S. DOT is limited either in scope or magnitude, ODOT reserves the right to mutually negotiate with the AGENCY a revision to this Agreement as an alternative to termination.

SECTION XII: AUDIT

The AGENCY shall have an independent financial statement audit performed on an annual basis in accordance with 31 U.S.C. Chapter 75, the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and ODOT's MPO Contract Audit Circulars, each as may be modified, and any other applicable regulation. Completion or termination of this Agreement shall not alter this obligation.

SECTION XIII: INSPECTION OF WORK

As often as deemed necessary by ODOT, or U.S. DOT, the AGENCY shall provide ODOT, or U.S. DOT, or both, or any of their duly authorized representatives, upon reasonable notice, proper facilities for the review, inspection, and programmatic audits of the work performed under this Agreement and any records in support of the work performed. This will include provision for office space for ODOT's representative. The AGENCY shall include in all its subcontracts under this Agreement a provision that ODOT, U.S. DOT, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers, and records of any contractor or consultant involving transactions related to this Agreement for three years from the final payment under this Agreement.

SECTION XIV: PERSONNEL

The AGENCY agrees to establish a Transportation Section and agrees that all services required in the approved WORK PROGRAM will be performed by the AGENCY or by its contractors or consultants. The AGENCY represents that it has, or will secure, all personnel required to perform the services under this Agreement. The AGENCY shall submit a listing of such personnel, salary ranges, and person-hours allocated to each work element in the approved WORK PROGRAM and budget to ODOT. None of the AGENCY's personnel, nor any of its contractors or consultants may be current employees of ODOT.

SECTION XV: REPORTS, INFORMATION, AND RIGHTS IN DATA

The AGENCY's progress in completing the WORK PROGRAM will be monitored through annual AGENCY progress reports. Each progress report shall include a narrative description and financial expenditure summary for each work element in the approved WORK PROGRAM and budget. ODOT and the U.S. DOT will review the progress reports to assure the AGENCY is making satisfactory progress toward meeting the WORK PROGRAM commitments to justify reimbursement payments. If the progress reports demonstrate the AGENCY is not satisfactorily advancing a WORK PROGRAM

product or activity, ODOT will notify the AGENCY in writing and work with the AGENCY to identify corrective actions. The AGENCY will have one month from the date of ODOT's written notification to begin good faith efforts to correct the deficiency. Whenever ODOT and the AGENCY are unable to agree on corrective actions, and the situation is such, in the opinion of ODOT, that it indicates there has been gross malfeasance, misfeasance, or nonfeasance by the AGENCY, ODOT may withhold funds until the AGENCY takes corrective actions deemed acceptable to ODOT.

Publication of reports is limited to those shown in the approved WORK PROGRAM unless otherwise authorized by ODOT or the U.S. DOT and only after satisfactory resolution of all comments made by these agencies. Acknowledgment of the cooperative effort of appropriate parties shall be made in each report; for example, "Prepared in cooperation with the U.S. Department of Transportation's Federal Highway Administration and Federal Transit Administration, the Ohio Department of Transportation, and local communities." A disclaimer statement, where appropriate and requested by ODOT, shall also be included; for example, "The contents of this report reflect the views of the AGENCY/author, which is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view and policies of ODOT and/or the U.S. DOT. This report does not constitute a standard, specification, or regulation."

The foregoing limitations are not applicable to dissemination of data necessary to perform a service function of the AGENCY. Such dissemination of data shall be made in accordance with the AGENCY's established policy contained in the approved WORK PROGRAM.

The AGENCY shall retain the copyright for all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation, and other materials and property that are prepared, developed, or created under or in connection with this Agreement. The AGENCY agrees to grant to ODOT and the U.S. DOT, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, disclose, distribute, or otherwise use, and to authorize others to use, for State or Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which the AGENCY purchases ownership for this Agreement.

The patent rights provisions of 35 U.S.C Section 1 et seq., and CFR Title 37 regarding rights to inventions are made a part hereof and incorporated by this reference as if fully rewritten herein.

SECTION XVI: NON-DISCRIMINATION

To effectuate compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as amended, the following notice to the AGENCY regarding federal aid recipients applies.

During the performance of this Agreement, the AGENCY for itself, its assignees and successors in interest agrees as follows:

1. AGENCY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. AGENCY will, in all solicitations or advertisements for employees placed by or on behalf of AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40-years or older), sexual orientation, or military status (past, present, or future).

AGENCY agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec 2000. AGENCY shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the AGENCY's compliance with Title VI.

3. Compliance with Regulations: The AGENCY (hereinafter includes consultants) will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. DOT, 49 CFR Part 21, as amended, (hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
4. Nondiscrimination: The AGENCY, with regard to the work performed by it after the execution of this Agreement, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of contractors and consultants, including in the procurement of materials and leases of equipment. The AGENCY will not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5 including employment practices when the contract covers a program set forth in Appendix B to Part 21 of the Regulations.
5. Solicitations for Contracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the AGENCY for work to be performed under a contract, including procurement of materials or equipment, each potential contractor or supplier will be notified by the AGENCY of the AGENCY's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age (40-years or older), disability, low-income status, or limited English proficiency.
6. Information and Reports: The AGENCY will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ODOT, FHWA, or FTA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, the AGENCY will so certify to ODOT, FHWA or FTA as appropriate, and will set forth what efforts it has made to obtain the information.
7. Sanctions for Noncompliance: In the event of the AGENCY's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as ODOT, FHWA, or FTA may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the AGENCY under the Agreement until the AGENCY complies, and/or
 - b. cancellation, termination, or suspension of the Agreement, in whole or in part.
8. Incorporation of Provisions: The AGENCY will include the provisions of paragraphs one through nine in every contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The AGENCY will take such action with respect to any contracts or procurement as ODOT, FHWA, or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the AGENCY becomes involved in, or is threatened with, litigation with a contractor, consultant, or supplier as a result of such direction, the AGENCY may request ODOT to enter into such litigation to protect the interests of ODOT, and, in addition, the AGENCY may request the United States to enter into such litigation to protect the interest of the United States.
9. During the performance of this contract, the AGENCY, for itself, its assignees, and successors in interest (hereinafter referred to as the “AGENCY”, which includes consultants) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service).
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 ff)

SECTION XVII: DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the AGENCY that disadvantaged businesses, as defined by 49 CFR, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise (DBE) Program are to ensure nondiscrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The AGENCY and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the AGENCY in a nondiscriminatory environment.

AGENCY agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation) in the performance of this Agreement. AGENCY agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. AGENCY understands that failure 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 Ohio Department of Transportation deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or, (4) Disqualifying the AGENCY from future bidding as non-responsible.

SECTION XVIII: PROHIBITED INTEREST

No member, officer, or employee of ODOT shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

No personnel of AGENCY who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to ODOT in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless the State shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

SECTION XIX: INTEREST OF MEMBERS OF CONGRESS

No member of the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

SECTION XX: DRUG-FREE WORKPLACE

The AGENCY agrees to comply with all applicable state and federal laws regarding drug-free workplace. The AGENCY shall make a good faith effort to ensure that all AGENCY employees, while working, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

SECTION XXI: CONDUCT, ETHICS AND INTEGRITY

The AGENCY agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

Further, the AGENCY agrees, by its signature hereto, that to the best of its knowledge, information, and belief, that it will not engage or otherwise employ or utilize or award contracts to contractors or consultants that, or have principals who:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Within a three year period immediately preceding the date on which this Agreement was executed, have been convicted of or had a civil judgment against them for commission of fraud or a felony offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any felony; and
4. Within a three-year period immediately preceding the date on which this Agreement was executed, have had one or more public transactions terminated for cause or default.

The AGENCY certifies or affirms the truthfulness and accuracy of the contents of the statements submitted by this certification and understands the provisions of 31 U.S.C. Sections 3801 et seq., are applicable thereto.

SECTION XXII: RESTRICTIONS ON LOBBYING

The AGENCY agrees to comply with the provisions of 31 U.S.C. Section 1352, which prohibit the use of federal funds to lobby any official or employee of any federal agency, or member or employee of Congress; and to disclose any lobbying activities in connection with federal funds.

The AGENCY certifies by its signature hereto that:

1. No funds appropriated by the United States have been paid or will be paid by or on behalf of the AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with awarding any federal contract, making any federal grant, making any federal loan, entering into of any cooperative agreement, and extending, continuing, renewing, amending or modifying any federal contract, grant, loan or cooperative agreement.
2. If funds, other than those appropriated by the United States have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The AGENCY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

SECTION XXIII: OHIO ELECTIONS LAW

The AGENCY affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

SECTION XXIV: TRADE

Pursuant to Division (B) of Section 9.76 of the Revised Code, AGENCY warrants that AGENCY is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

SECTION XXV: INDEMNIFICATION/HOLD HARMLESS

To the extent allowed by law, AGENCY shall indemnify and hold harmless ODOT for any and all claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which arise as a result

of the services performed by the AGENCY, or its employees or agents which is in any way connected with or based upon the services rendered in performing this Agreement.

SECTION XXVI: STATE AUDIT FINDINGS

AGENCY affirmatively represents to ODOT that it is not subject to a Finding for Recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. AGENCY agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODOT hereunder shall be immediately repaid to ODOT, or an action for recovery may be immediately commenced by ODOT for recovery of said funds.

SECTION XXVII: DEBARMENT

AGENCY represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 5513.06 or R.C. 125.25. If this representation is found to be false, this Agreement is void *ab initio* and AGENCY shall immediately repay to ODOT any funds paid under this Agreement.

SECTION XXIII: DISPUTES

The AGENCY 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 or by mutual agreement among the parties hereto shall be resolved as follows:

The AGENCY shall notify ODOT in writing within 60-days following any determination by ODOT which in the estimation of the AGENCY is in material conflict with facts concerning the subject matter. In such notification, the AGENCY shall present evidentiary matters as may support the AGENCY's position and shall request a review of said previous determination. Within a reasonable period of time, ODOT shall cause the circumstances and facts be reappraised for the purposes of redetermination.

The AGENCY hereby agrees that ODOT will decide such questions which may arise including, for example, the quality or acceptability of materials furnished and work performed, the rate of progress of the work, the acceptable fulfillment of the Agreement on the part of the AGENCY, matters concerning compensation, and all other matters in dispute relating to facts in connection with this Agreement and the services or work to be performed thereunder.

SECTION XXIX: COMPLIANCE WITH LAWS AND PERMITS

The AGENCY shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules regulations, and orders of any public authority bearing on the performance of the Agreement, including but not limited to, the laws referred to in these provisions of the Agreement and the other Agreement documents. If the Agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the AGENCY shall furnish to ODOT certificates of compliance with all such laws, orders, and regulations. AGENCY accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the AGENCY in the performance of the work authorized by this Agreement. ODOT shall not be liable for any taxes under this Agreement.

SECTION XXX: COUNTERPARTS

This Agreement may be executed in more than one (1) counterpart, and each counterpart shall be deemed and considered an original instrument for any and all purposes.

SECTION XXXI: CHANGE OR MODIFICATION

This Agreement constitutes the entire agreement between the parties, and any changes or modifications to this contract shall be made and agreed to in writing.

SECTION XXXII: GOVERNING LAW/SEVERABILITY

This Agreement and any claims arising out of this Agreement shall be governed by the laws of the United States and the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the AGENCY hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

If any provision of this Agreement or application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.

SECTION XXXIII: SIGNATURES

Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Mark R. Policinski, Executive Director	Jack Marchbanks, Ph.D. Director
Date:	Date: