APPENDIX D

PROSPECTUS
MISSION

The Ohio-Kentucky-Indiana Regional Council of Governments (OKI) is a council of local governments, business organizations and community groups committed to developing collaborative strategies, plans and programs which will improve the quality of life and the economic development potential of the Tri-state.

PLANNING AREA

The OKI region embraces an area of 2,636 square miles, with a population of 1,999,474 (2010 Census) in Butler, Clermont, Hamilton and Warren counties in the State of Ohio; Boone, Campbell and Kenton counties in the Commonwealth of Kentucky; and Dearborn County in the State of Indiana.
OKI is governed by a Board of Directors and an Executive Committee. The Board of Directors is empowered to control all activities of the Council of Governments. The Executive Committee has all the powers necessary to act in the name of the directors. The Board of Directors elects a President, First Vice-President, Second Vice-President and Treasurer. The OKI Executive Director serves as Secretary. The term of office for the members of the Board of Directors, Executive Committee and elected officers is one year or until successors have been selected and qualified. The President serves as the Chairperson of the Executive Committee.

The Board of Directors consists of:

- One official elected by the governing body of each member county;
- One elected official from each municipal corporation having a population over 5,000 (if any state in the region does not have a municipal corporation of this size, this member will be selected from the elected officials of the largest municipal corporation in the region within the state);
- One elected public official of each township located in each Member county located in Ohio, which township has a population of 40,000 or more persons according to the Approved Census, such person to be selected by the governing body of the township concerned, plus
- One elected public official of a township located in each member county located in Ohio, which township has a population of less than 40,000 persons according to the approved census, such elected public official to be selected by the Association(s) of Township Directors and Clerks, or its equivalent, in those counties where such a body or bodies exists. If there is no selection by an appropriate Association of Township Directors and Clerks or if more than one Association could select such an elected public official, the COUNCIL may elect such an elected public official, plus
- One elected public official of each Member county located in Indiana and Kentucky or of a municipal corporation within such Member county, such public official to be selected by the respective Member county.
- One person selected by each area or county planning agency within the region;
- One person selected from each municipal planning agency of any municipal corporation having a population of over 40,000;
- Not more than 20 non-elected residents of the OKI region;
- Not more than ten (10) other elected public officials of general purpose local government from counties, municipal corporations, townships, special districts or other political subdivisions within the OKI Region, or persons responsible to such officials, as the Board of Directors may select.
- One person selected by each of the Departments or Cabinets of Transportation of Ohio, Kentucky and Indiana.
- One person selected by each of the Boards of Trustees of the Southwest Ohio Regional Transit Authority, the Transit Authority of Northern Kentucky and the Butler County Regional Transit Authority.

The constituency of the elected public officials of the Board must represent 75 percent of the aggregate population of the OKI region, and at least two-thirds of the Directors must be officials elected by the residents of the region.

The Executive Committee consists of:

- The President, First Vice-President, Second Vice-President and Treasurer of the Board of Directors;
- Each Director selected pursuant to Article III, Paragraph B, Section 1.a., that is, an elected public official from each member county;
- Each Director selected from each municipal corporation having a population exceeding 40,000;
- Three Directors (one from each state within the OKI Region), selected pursuant to Article III, Paragraph B, Section 1b, each of whom was elected by a municipal corporation having a population less than 40,000. The Board of Directors shall select which of its members so qualifying shall serve on the Executive Committee.
- Four Directors selected pursuant to Article III, Paragraph B, Section 1.c (ii) or (iii). The Board of Directors shall select which of its members so qualifying shall serve on the Executive Committee; provided that if possible, the
Board of Directors shall select at least one Director who represents a township in Ohio having a population of less than 40,000 pursuant to Article III, Paragraph B, and Section 1.c (ii).

- Each Director selected by each legally constituted area or regional planning agency;
- Three additional Directors selected by the Board;
- One representative each from the Transit Authority of Northern Kentucky Board of Directors, the Southwest Ohio Regional Transit Authority Board of Trustees; and Butler County Regional Transit Authority.
- Representatives from the State Departments of Transportation.

Each member of the Executive Committee, may nominate one alternate to represent and to take the place of that member for all purposes including voting, at any meeting of the Executive Committee from which that member is absent. The constituency requirements and length of term for the Executive Committee are identical to that of the Board of Directors. The Board and/or the Executive Committee may create any committees they deem appropriate and necessary. Current standing committees include the Budget Committee (a subgroup of the Executive Committee), Intermodal Coordinating Committee (ICC), Groundwater Committee, OKI Land Use Commission, and the Environmental Justice Advisory Committee.

The Executive Director is the administrator of OKI, responsible for carrying out the policies and programs of the Board of Directors and its Executive Committee and applicable federal and state laws and regulations. The Executive Director has the authority to employ, assign, supervise and release all employees of OKI, within the framework and general limitations and policies established by the Board of Directors and its Executive Committee.

### 2019 OFFICERS

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
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</thead>
<tbody>
<tr>
<td>President</td>
<td>Kris Knochelmann</td>
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<tr>
<td>First Vice President</td>
<td>Gary Moore</td>
</tr>
<tr>
<td>Second Vice President</td>
<td>David C. Painter</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Kenneth F. Reed</td>
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<tr>
<td>Secretary</td>
<td>Mark R. Policinski</td>
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### EXECUTIVE COMMITTEE

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Andrew Aiello</td>
<td>David Linnenberg</td>
<td>Kenneth F. Reed</td>
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<tr>
<td>Robert Brown</td>
<td>Christine Matacic</td>
<td>Richard Richardson</td>
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<tr>
<td>Tammy Campbell</td>
<td>Larry Maxey</td>
<td>T.C. Rogers</td>
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<td>Elizabeth Fennell</td>
<td>Robert McGee</td>
<td>Jonathan Sams</td>
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<td>Josh Gerth</td>
<td>Joseph Meyer</td>
<td>Karl Schultz</td>
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<tr>
<td>Dennis A Gordon</td>
<td>Gary W. Moore</td>
<td>Anthony Simms-Howell</td>
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<tr>
<td>Darryl Hailey</td>
<td>Larry Mulligan</td>
<td>Jim Ude</td>
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<td>Ted Hubbard</td>
<td>Joe Nienaber</td>
<td>Daniel Unger</td>
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<tr>
<td>Edwin Humphrey</td>
<td>James T. O’Reilly</td>
<td>Tom Voss</td>
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<td>Roger Kerlin</td>
<td>Dave Okum</td>
<td>Mark Welch</td>
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<tr>
<td>Kris Knochelmann</td>
<td>David Painter</td>
<td>Stan C. Williams</td>
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<td>Greg Landsman</td>
<td>Steve Pendery</td>
<td>Bill Woeste</td>
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<tr>
<td>Christopher Lawson</td>
<td>Todd B. Portune</td>
<td>Robert Yeager</td>
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<td></td>
<td>Rick R. Probst</td>
<td>David G. Young</td>
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</tbody>
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2019 OKI BOARD OF DIRECTORS

MEMBER COUNTIES
Gary W. Moore, Boone County Fiscal Court
T. C. Rogers, Butler County Board of Commissioners
Steve Pendery, Campbell County Fiscal Court
Edwin Humphrey, Clermont County Board of Commissioners
Rick Probst, Dearborn County Board of Commissioners
Todd B. Portune, Hamilton County Board of Commissioners
Kris Knochelmann, Kenton County Fiscal Court
David G. Young, Warren County Board of Commissioners

MUNICIPALITIES WITH POPULATION OVER 5,000
Bill Rachford, Alexandria, KY
Charlie Cleves, Bellevue, KY
Jeff Capell, Blue Ash, OH
James Sunderhaus, Cheviot, OH
Greg Landsman, Cincinnati, OH
David Penque, Cold Spring, KY
Shannon Smith, Covington, KY
Jeff Volter, Dayton, KY
Charles Tassell, Deer Park, OH
Rob Thelen, Edgewood, KY
Alexis Tanner, Elsmere, KY
Thomas Cahill, Erlanger, KY
Bill Woeste, Fairfield, OH
Gary Winn Florence, KY
Rosalind Moore, Forest Park, OH
Mary Burns, Ft. Mitchell, KY
Roger Peterman, Ft. Thomas, KY
Bernie Wessels, Ft. Wright, KY
Robert Brown, Hamilton, OH
Henry Menninger, Harrison, OH
Gregory V. Meyers, Highland Heights, KY
Christopher Reinersman, Independence, KY
Steve Krebiel, Indian Hill, OH
Richard Richardson, Lawrenceburg, IN
Jeff Ayler, Lebanon, OH
Ted Phelps, Loveland, OH
Traci Theis, Madeira, OH
Mike Gilb, Mason, OH
Lawrence Mulligan, Jr., Middletown, OH
Amy Brewer, Milford, OH
Keith Funk, Monroe, OH
Chris Dobrozsi, Montgomery, OH
Jennifer Moody, Mt. Healthy, OH
Elizabeth Fennell, Newport, KY
Matthew Wahlert, North College Hill, OH
Donna M. Laake, Norwood, OH
Steve Dana, Oxford, OH
Robert Ashbrock, Reading, OH
Kevin M. Hardman, Sharonville, OH
Jeffrey P. Anderson, Springdale, OH
Dan Bell, Taylor Mill, KY
Raymond Nichols, Trenton, OH
Bryan H. Miller, Union Hills, KY
Scott Ringo, Villa Hills, KY
James T. O’Reilly, Wyoming, OH

BOARDS OF TOWNSHIP TRUSTEES 40,000 OR MORE POPULATION
Josh Gerth, Anderson Township
Daniel Unger, Colerain Township
David Linnenberg, Green Township
Karl B. Schultz, Miami Township
Robert McGee, Union Township
Mark Welch, West Chester

BOARDS OF TOWNSHIP TRUSTEES UNDER 40,000 OR MORE POPULATION
Christine Matacic, Butler County Association of Townships Trustee & Clerks
Tom Peck, Clermont County Township Association
Thomas Weidman, Hamilton County Township Association
Jonathan D. Sams, Warren County Association of Township Trustee & Clerks

PUBLIC OFFICIALS FROM KENTUCKY AND INDIANA
Cathy Flaig, Boone County Fiscal Court
Brian Painter, Campbell County Fiscal Court
Alan Weiss, Dearborn County Council Member
Representing Kenton County Fiscal Court, Mayor Jude Hehman

PLANNING COMMISSIONS
Kim Patton, Boone County Planning Commission
David Fehr, Butler County Planning Commission
Mike Williams, Campbell County Planning & Zoning Commission
Taylor Corbett - Clermont County Planning Commission
Mark McCormack, Dearborn County Planning Commission
David Okum, Hamilton County Regional Planning Commission
Greg Sketch, Kenton County Planning Commission
Dennis A. Gordon, Planning & Development Services of Kenton County
Stan C. Williams, Warren County Regional Planning Commission

MUNICIPAL PLANNING COMMISSIONS 40,000 OR MORE POPULATION
Charles Graves, Councilmember, Cincinnati (City) Planning Commission
Greg Kathman, Fairfield (City) Planning Commission
Michael Ionna, Hamilton (City) Planning Commission
Ashley Combs, Middletown (City) Planning Commission

RESIDENTS
Craig Beckley, Dearborn County Association of Township Trustees & Clerks
William Brayshaw, Resident
Cindy Carpenter, Butler County Board of Commissioners
Claire Corcoran, Clermont County Board of Commissioners
Denise Driehaus, Hamilton County Board of Commissioners
Trey Grayson, N. Kentucky Area Chamber of Commerce
Ralph Grieme, Jr., Resident
Nick Hendrix, Kenton County Public Works Director
Shannon Jones, Warren County Board of Commissioners
Eric Kearney, Greater Cincinnati & N. Kentucky African American Chamber of Commerce
Roger Kerlin, Resident
Eric Kranz, Dearborn County Chamber of Commerce
Larry Maxey, Resident
Pete Metz, Cincinnati USA Regional Chamber
Pamela Mullins, Cincinnati Public Schools
Scott Pennington, Boone County Engineer
Kenneth F. Reed, Resident
V. Anthony Simms-Howell, Ohio Commission on Hispanic/Latino Affairs
Stephanie Summerow-Dumas, Hamilton County Board of Commissioners
Thomas Voss, Resident

**OTHER ELECTED OFFICIALS**
Tom Grossman, Warren County Board of Commissioners
Ted Hubbard, Hamilton County Engineer’s Office
J. Todd Listerman, Dearborn County Engineer’s Office
Pat Manger, Clermont County Engineer’s Office
David L. Painter, Clermont County Board of Commissioners
Sal Santoro, Kentucky State Representative
Neil Tunison, Warren County Engineer’s Office
Gregory Wilkens, Butler County Engineer’s Office

**PERSONS RESPONSIBLE TO ELECTED OFFICIALS OR FROM SPECIAL PURPOSE DISTRICTS**
Laura Brunner, The Port
Candace McGraw, Kenton County Airport Board

**VOTING EX-OFFICIO MEMBERS**
Jim Ude, Indiana Department of Transportation
Robert Yeager, Kentucky Transportation Cabinet
Tammy Campbell, Ohio Department of Transportation
Christopher Lawson, Butler County Regional Transit Authority
Daryl Haylay, Southwest Ohio Regional Transit Authority
Andrew Aiello, Transit Authority of Northern Kentucky

**OKI LAND USE COMMISSION**
(Entire Board serves – Ken Reed, Chair)
INTERMODAL COORDINATING COMMITTEE

CHAIR: James Foster, City of Trenton
FIRST VICE CHAIR: John Gardocki, Butler County Regional Transit Authority
SECOND VICE CHAIR: Scott Pennington, Boone County Fiscal Court

At-Large
First Suburbs Consortium of SW Ohio, Vice-Mayor Jenny Kilgore
Green Umbrella, Wade Johnston
John R. Jurgensen, Jackie Alf
League of Women Voters, Chris Moran
University of Cincinnati, John Niehaus

Aviation
Butler County Regional Airport, David Fehr
Cincinnati/N. Kentucky International Airport, Josh Mann
City of Cincinnati, Fred Anderton

Bike/Pedestrian
Cincinnati Cycle Club, Don Burrell

Chamber of Commerce
Northern Kentucky Chamber of Commerce, Tom Voss

Cities over 100K Population
City of Cincinnati, Chris Ertel
City of Cincinnati, Martha Kelly
City of Cincinnati, Reginald Victor

Ohio Cities over 40K Population
City of Fairfield, Erin Donovan
City of Fairfield, No Representation
City of Hamilton, Michael Ionna
City of Hamilton, Rick Engle
City of Middletown, Rob Nicolls
City of Middletown, Scott Tadych

Kentucky Cities over 40K Population
City of Covington, Rick Davis
City of Covington, Bill Matteoli

County Engineer/Road Manager
Boone County Fiscal Court, Scott Pennington
Butler County Engineer’s Office, Gregory Wilkens
Campbell County Fiscal Court, Luke Mantle
Clermont County Engineer’s Office, Craig Stephenson
Dearborn County Dept. of Transportation & Engineering, J. Todd Listerman
Hamilton County Engineer’s Office, Timothy Gilday
Kenton County Engineer’s Office, Nick Hendrix
Warren County Engineer’s Office, Kurt Weber
**County Planning**  
Boone County Planning Commission, Kevin Costello  
Butler County Regional Planning Commission, David Fehr  
Campbell County Fiscal Court, Cindy Minter  
Clermont County Planning and Development, Taylor Corbett  
Dearborn County Planning Commission, Derek Walker  
Hamilton County Regional Planning Commission, Steve Johns  
Northern Kentucky Area Development District, Jeff Thelen  
PDS of Kenton County, James Fausz  
Warren County Regional Planning Commission, Robert Ware  

**Department of Transportation**  
Indiana Department of Transportation, No Representation  
Kentucky Transportation Cabinet, District 6, Carol Callan-Ramler  
Kentucky Transportation Cabinet, Tonya Higdon  
Ohio Department of Transportation, District 8, Scott Brown  
Ohio Department of Transportation, District 8, Andrew Fluegemann  

**EJ Representative**  
Environmental Justice Advisory Committee, No Representation  

**Environmental**  
Hamilton County Department of Environmental Services, Brad Johnson  
Northern Kentucky Health Department, Kelly Schwegman  

**Federal Highway Administration**  
Federal Highway Administration/Indiana, No Representation  
Federal Highway Administration/Kentucky, Bernadette Dupont  
Federal Highway Administration/Ohio, No Representation  

**Freight**  
No Representation  

**IN City under 40K Population**  
No Representation  

**KY City under 40K Population**  
City of Edgewood, Rob Thelen  
City of Florence, Eric Hall  
City of Newport, Allyson Schaefer  

**OH City under 40K Population**  
City of Lebanon, Jason Millard  
City of Monroe, Kevin Chesar  
City of Oxford, Sam Perry  
City of Trenton, James Foster  

**Port Authority**  
Greater Cincinnati Redevelopment Authority, Julie Banner
Transportation Improvement District
Butler County Transportation Improvement District, David Spinney
Clermont County Transportation Improvement District, Jeff Wright
Hamilton County Transportation Improvement District, Ted Hubbard
Warren County Transportation Improvement District, David Mick

Townships over 40K Population
Anderson Township, Steve Sievers
Colerain Township, Jenna LeCount
Green Township, Adam Goetzman
Miami Township, Brian Elliff
Union Township, Cory Wright
West Chester Township, Tim Franck

Transit
Butler County Regional Transit Authority, John Gardocki
Clermont Transportation Connection, John Rayman
Middletown Transit Service, No Representation
SORTA, Mary Huller
TANK, Frank Busofsky
Warren County Transit Service, Susanne Mason

CORRIDOR STUDY/SPECIAL PURPOSE COMMITTEE CHAIRS

ENVIRONMENTAL JUSTICE ADVISORY COMMITTEE – Adam Goetzman, Chair
GROUNDWATER COMMITTEE – Bruce Whittleberry, Chair

OKI ENVIRONMENTAL JUSTICE ADVISORY COMMITTEE
   Adam Goetzman, Chair

Bernice Cooper, Freestore Foodbank
Erin Donovan, City of Fairfield
Polly Doran, Council on Aging of Southwestern Ohio
Gina Douthat, TANK (Transit Authority of Northern Kentucky)
Andrew J. Fluegemann, Ohio Department of Transportation – District 8
James A. Foster, City of Trenton
Adam Goetzman, Green Township
Allan C. Harris, Natl Technical Association/NAACP-Cincinnati Chapter
Alex Koppelman, PDS of Kenton County
Joyce Kinley, Kinley and Associates
Kat Lyons, Center for Independent Living Options Inc.
Cindy M. Minter, Campbell County Planning & Zoning
Pamela Mullins, Resident Member
Charles Tassell, City of Deer Park
COMMITTEE BY-LAWS

The following pages contain copies of by-laws for the:

- OKI Board of Directors
- Intermodal Coordinating Committee (ICC)
- Environmental Justice (EJ) Committee
Articles of Agreement and By-Laws

720 East Pete Rose Way, Suite 420
Cincinnati, Ohio 45202
www.oki.org
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

AMENDED AND RESTATED ARTICLES OF AGREEMENT

WITNESSETH:

A. Effective as of August 23, 1973 the governing bodies of Hamilton County, Butler County, Clermont County and Warren County of the State of Ohio; Boone County, Campbell County and Kenton County of the Commonwealth of Kentucky; and Dearborn County and Ohio County of the State of Indiana (collectively herein referred to as the "Original Members") created a Regional Council of Governments, pursuant to Chapter 167 of the Ohio Revised Code, known as the Ohio-Kentucky-Indiana Regional Council of Governments (sometimes referred to herein as "OKI") pursuant to certain Articles of Agreement (herein called the "Original Articles"); and

B. In 1986, Ohio County, Indiana withdrew as a member of OKI (the Original Members excluding Ohio County are sometimes referred to herein as the "Current Members");

C. The Original Articles were amended and modified effective as of October 7, 1993 (such amendment is sometimes referred to herein as the "1993 Amendment"); and

D. The Current Members desire to amend and restate the Original Articles as amended and modified by the 1993 Amendment (collectively, the "Amended Articles") in order to modify and to clarify certain provisions therein and in order to add certain additional members to the Board of Directors and the Executive Committee;

NOW THEREFORE, the Current Members hereby amend and restate the Amended Articles, such amended and restated Amended Articles (herein referred to as the "Amended and Restated Articles of Agreement") being effective as of the date, and only as of the date, on which [1] the governing body of each of the Current Members has adopted a resolution authorizing the amendment of the Amended Articles and the execution of these Amended and Restated Articles of Agreement, [2] the governing body of each of the Current Members has executed these Amended and Restated Articles of Agreement and [3] these Amended and Restated Articles of Agreement have been reviewed by the Attorney General of Kentucky and the Attorney General of Indiana and, if required, signed by them signifying such action, if any, required by applicable statute.

The parties hereto agree that the Amended and Restated Articles of Agreement of Ohio-Kentucky-Indiana Regional Council of Governments (hereafter the "Articles") are as follows:
AMENDED AND RESTATE D ARTICLES OF AGREEMENT

ARTICLE I

NAME, AREA TO BE INCLUDED
ESTABLISHMENT AND AUTHORIZATION

Section 1. The organization shall be known as the Ohio-Kentucky-Indiana Regional Council Of Governments (herein called “COUNCIL”) and shall consist of members who shall be the counties who are now or may hereafter become parties to these Articles or qualified persons or entities who are later admitted to membership pursuant to these Articles (such members are hereinafter referred to as the "Members").

Section 2. The area included within the COUNCIL shall be the entire area of the composite counties which are Members of the COUNCIL (herein called the “OKI Region”).

Section 3. These Articles are adopted pursuant to Chapter 167 of the Ohio Revised Code, Section 65.210 et seq. of the Kentucky Revised Statutes, and Section 36-1-7 et seq. of the Indiana Statutes (the Original Articles and Amended Articles having been adopted pursuant to Chapter 167 of the Ohio Revised Code, Section 65.210 et seq. of the Kentucky Revised Statutes, and Indiana Code 53-1101 et seq.).

ARTICLE II

POWERS AND PURPOSES

Section 1. The COUNCIL shall have the power to do all things which Chapter 167 of the Ohio Revised Code requires or permits it to do, including the power to carry out the purposes set forth below, provided that the COUNCIL shall not have the power to do any act prohibited by the constitution or statutes of Ohio, Kentucky or Indiana. Such powers shall include, without limitation, the power to adopt rules of procedure for the regulation of its affairs and the conduct of its business and the power to appoint such committees and advisory groups as the COUNCIL may deem appropriate to assist it in carrying out its purposes.

Section 2. The powers of the COUNCIL may be exercised to achieve the following purposes:

a. To be a public body and to provide such services within the OKI Region as applicable law will permit and the Board of Directors or the Executive Committee require in order to foster and develop better coordination, protection and satisfaction of the interests and needs of the public governing bodies within the OKI Region.
b. To provide coordinated planning services to the appropriate federal, state and local governments, their political subdivisions, agencies, departments, instrumentalities, special districts and private agencies or entities in connection with the preparation and development of a comprehensive and continuing regional transportation and development plan within the OKI Region, and to engage in comprehensive planning in (but not limited to) matters affecting land use, housing, community facilities, capital improvements, metropolitan and regional development, transportation facilities, health, welfare, safety, education, economic conditions, water supply and distribution facilities, waste treatment and disposal, water and land conservation, and any other type of project which the COUNCIL deems necessary, appropriate or desirable with respect to comprehensive planning and development within the OKI Region. Such planning may be done directly by personnel of the COUNCIL, or under contracts between the COUNCIL and other public or private agencies or entities.

c. To promote cooperative agreements, contracts and other compacts among and between governments, their political subdivisions, agencies, departments, instrumentalities and special districts, and private persons, corporations, and other agencies interested in the OKI Region.

d. To serve as an areawide review agency in conjunction with comprehensive planning within the OKI Region.

e. To receive and accept funds, grants, gifts, assistance, bequests, services and other contributions from any federal, state or local government or any of their political subdivisions, agencies, departments, instrumentalities, or special districts, or from any private or civic source, and to enter into contracts and agreements with respect thereto;

f. To expend funds, grants, gifts, assistance, bequests, services and other contributions received from any federal, state or local government or any of their political subdivisions, agencies, departments, instrumentalities, or special districts, or from any private or civic source, and to enter into contracts and agreements with respect thereto;

g. To the extent permitted by law, to establish and charge fees for services rendered, and to recover costs and expenses incurred by the COUNCIL in providing services, for or on behalf of any federal, state or local government or any of their political subdivisions, agencies, departments, instrumentalities, or special districts, or to any private person or entity.

h. To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers.
i. To purchase, acquire, own, hold, operate, maintain, lease or sell real, personal, tangible or intangible property.

j. To the extent permitted by law, to hold, provide, promote, sponsor or otherwise support, by itself or together with others, public hearings, public forums and educational, civic, cultural, philanthropic or other events, programs, meetings or gatherings which the COUNCIL deems necessary, appropriate or desirable.

k. To establish and maintain, or to help establish and maintain, an interstate, multi-county and metropolitan-wide public body which will be responsible for, and to cooperate with other public, private or civic persons or entities for the benefit of the OKI Region in, the formulation of goals and objectives for economic, social and physical development within and enhancement of the OKI Region and to prepare, develop and keep current a comprehensive plan for the OKI Region toward the attainment of these goals.

l. To supply or provide for any matching funds required by any application for funding submitted by the COUNCIL or any grant received by the COUNCIL or agreement to be executed by the COUNCIL.

m. To take such other actions, do such other things or undertake such other programs as are necessary, appropriate or desirable to effectuate any other lawful purpose of the COUNCIL deemed necessary, appropriate or desirable by the Board of Directors or the Executive Committee.

Section 3. The authority granted to the COUNCIL by law or by these Articles shall not displace any existing municipal, township, county, regional or other planning commission or planning agency in the exercise of its statutory powers unless otherwise agreed by OKI and by all federal, state and local governments and any of their political subdivisions, agencies, departments, instrumentalities and special districts which are effected, including without limitation any commissions and agencies which are directly effected, and then only to the extent such displacement is permitted by law.

ARTICLE III
GOVERNANCE

A. GENERAL

The activities of the COUNCIL shall be conducted by the Board of Directors which shall act by vote of its members as provided in these Articles or the By-Laws or through its Executive Committee by vote of its members as provided in these Articles or the By-Laws. Any act of the Board of Directors shall be an act of the COUNCIL. The Executive Committee shall have all the power of the Board of Directors however conferred, and may take any action which the Board of
Directors may take in the name of and on behalf of the Board of Directors, except as otherwise expressly provided herein or in the By-Laws.

B. BOARD OF DIRECTORS

Section 1. A Board of Directors is hereby created for purposes of conducting the activities of the COUNCIL, consisting of the following persons:

a. One (1) public official elected to the governing body of each Member county selected by such governing body.

b. One (1) elected public official of each municipal corporation located in each Member county, which municipal corporation has a population of 5,000 or more persons according to the most recently published federal census (or if more than five years has passed since the publication date of such federal census, any other census or population estimate or determination, whether federal or state, approved by the majority vote of the Members; whichever census is used being herein after referred to as the "Approved Census"), except that if, within the OKI Region, any County does not contain a municipal corporation with a population of 5,000 or more persons, then an elected public official of the largest municipal corporation within the OKI Region of such County shall be chosen. This person shall be selected by the governing body of the municipal corporation concerned.

c. (i) One (1) elected public official of each township located in each Member county located in Ohio, which township has a population of 40,000 or more persons according to the Approved Census, such person to selected by the governing body of the township concerned, plus

(ii) One (1) elected public official of a township located in each Member county located in Ohio, which township has a population of less than 40,000 persons according to the Approved Census, such elected public official to be selected by the Association(s) of Township Trustees and Clerks, or its equivalent, in those counties where such a body or bodies exists. If there is no selection by an appropriate Association of Township Trustees and Clerks or if more than one Association could select such an elected public official, the COUNCIL may elect such an elected public official, plus

(iii) One (1) elected public official of each Member county located in Indiana and Kentucky or of a municipal corporation within such Member County, such public official to be selected by the respective Member county.

d. One (1) person selected by each legally constituted county planning agency or commission of each Member county, and if the Member county is within an area in which a legally constituted area or regional planning agency has jurisdiction, then, in addition, one (1) person selected by such area or regional planning agency. If two or more Member counties are within the jurisdiction of
the same area or regional planning agency, such agency shall be entitled to select only one person to be a Director pursuant to this subparagraph d.

e. One (1) person selected by each planning agency or commission of each municipal corporation located in each Member county, provided the population of said municipal corporation exceeds 40,000 according to the Approved Census.

f. Not more than twenty (20) residents of the OKI Region selected by the Board of Directors.

g. Not more than ten (10) other elected public officials of general purpose local government from counties, municipal corporations, townships, special districts or other political subdivisions within the OKI Region, or persons responsible to such officials, as the Board of Directors may select.

Section 2. The following shall be voting ex-officio Directors:

a. One (1) person selected by each of the Departments or Cabinets of Transportation of Ohio, Kentucky and Indiana.

b. One (1) person selected by each of the Boards of Directors of the Southwest Ohio Regional Transit Authority, the Transit Authority of Northern Kentucky and the Butler County Regional Transit Authority.

Section 3. The constituency of the elected public officials who are Directors shall include at least seventy-five percent (75%) of the aggregate population of the OKI Region and at least two-thirds (2/3rds) of the Directors shall be public officials who are elected by residents of the OKI Region. If at any time the Board of Directors does not meet these requirements, the COUNCIL shall take whatever action is necessary to provide for such representation (subject to applicable law), including without limitation, the removal of existing Directors.

Section 4. Except as otherwise specified herein, each Director shall serve for a term of one (1) year and/or until the successor of such Director is selected and qualified. The term of any Director shall terminate (a) upon the death, disability or resignation of such Director, (b) if and when the Director ceases to meet the applicable qualifications set forth in Sections 1 and 2 of this Article III, Paragraph B or (c) upon the removal of the Director pursuant to Article III, Paragraph B, Section 3 above.

Section 5. The Board of Directors shall make an annual report of the COUNCIL's activities to the Members of the COUNCIL.

C. EXECUTIVE COMMITTEE

Section 1. An Executive Committee is hereby created with full power to act for and on behalf of the Board of Directors, consisting of the following persons:
a. The President, First Vice-President, Second Vice-President and Treasurer of the Board of Directors.

b. Each Director selected pursuant to Article III, Paragraph B, Section 1.a., that is, an elected public official from each Member county.

c. Each Director selected pursuant to Article III, Paragraph B, Section 1.b who was elected by a municipal corporation having a population in excess of 40,000 and each Director selected pursuant to Article III, Paragraph B, Section 1.c.(i) who was elected by a township having a population in excess of 40,000.

d. Three (3) Directors (one from each state within the OKI Region), selected pursuant to Article III, Paragraph B, Section 1.b, each of whom was elected by a municipal corporation having a population less than 40,000. The Board of Directors shall select which of its members so qualifying shall serve on the Executive Committee.

e. Four (4) Directors selected pursuant to Article III, Paragraph B, Section 1.c.(ii) or (iii). The Board of Directors shall select which of its members so qualifying shall serve on the Executive Committee; provided that if possible, the Board of Directors shall select at least one Director who represents a township in Ohio having a population of less than 40,000 pursuant to Article III, Paragraph B, Section 1.c.(ii).

f. Each Director selected by each legally constituted area or regional planning agency pursuant to Article III, Paragraph B, Section 1.d.

g. Two (2) Directors selected by the Board of Directors as residents of the OKI Region pursuant to Article III, Paragraph B, Section 1.f. The Board of Directors shall select which of its members so qualifying shall serve on the Executive Committee.

h. Three (3) additional Directors selected by the Board of Directors.

One person can satisfy the requirements of more than one category specified in this Article III, Paragraph C, Sections 1.a through 1.h.

Section 2. Those persons who are voting ex-officio Directors pursuant to Article III, Paragraph B, Section 2, shall also be voting ex-officio members of the Executive Committee.

Section 3. The constituency of the elected public officials who are members of the Executive Committee shall include at least seventy-five percent (75%) of the aggregate population of the OKI Region and at least two-thirds (2/3rds) of the members of the Executive Committee shall be public officials who are elected by residents of the OKI Region. If at any
time membership of the Executive Committee does not meet these requirements, the COUNCIL shall take whatever action is necessary to provide for such representation, including without limitation, the removal of existing members of the Executive Committee and the replacements of such removed members with elected public officials.

Section 4. Each member of the Executive Committee may nominate one alternate to represent and to take the place of that member for all purposes including voting, at any meeting of the Executive Committee from which that member is absent. While not required, it is preferable if each alternate is a member of the Board of Directors elected or appointed to the Board pursuant to the same subsection of Section 1 or 2 of Article III.B. of these Articles as the member of the Executive Committee such alternate is representing. Alternates shall be elected by the Board of Directors from those persons so nominated. Any member of the Executive Committee may revoke the authority of the alternate for such member by serving appropriate written notice on the President of the COUNCIL, which shall be effective upon receipt.

Section 5. Except as otherwise specified herein, each member of the Executive Committee shall serve for a term of one (1) year and/or until the successor of such member is selected and qualified. The term of any member shall terminate (a) upon the death, disability or resignation of such member, (b) if and when the member ceases to meet the applicable qualifications set forth in Sections 1 and 2 of this Article III, Paragraph C or (c) upon the removal of the member pursuant to Article III, Paragraph C, Section 3 above.

Section 6. The President of the COUNCIL shall serve as the Chair of the Executive Committee. In the President's absence, the First Vice-President of the COUNCIL shall serve as such Chair. The Executive Director of the COUNCIL shall serve as the Secretary of the Executive Committee.

D. BUDGET COMMITTEE

The Budget Committee of the COUNCIL shall consist of one elected public official from the governing board of each of the Member counties, except that Kenton County may be represented on the Budget Committee by a representative of the Northern Kentucky Area Planning Commission. In addition, any officer of the COUNCIL who is not a member of Budget Committee as a result of the immediately preceding sentence shall be a voting ex-officio member of the Budget Committee.

E. PARTICIPANTS NOT TO BENEFIT

No person may be a member of the Board of Directors or Executive Committee of the COUNCIL if such person or the family, employees or agents of such person has any direct or indirect financial interest in any contract to which the COUNCIL is a party, and no part of the income of the COUNCIL shall be diverted in any manner, directly or indirectly, or otherwise inure to the benefit of any such person.
ARTICLE IV

BUDGET AND FINANCING

The COUNCIL shall be financed in the following manner:

Section 1. An annual budget for the COUNCIL shall be proposed by the Budget Committee and presented to the Executive Committee of the COUNCIL for review and adoption.

Section 2. The COUNCIL and the governing board of each of the Member counties shall contract periodically for the payment of annual dues by such Member counties to support the work of the COUNCIL. Such dues from the Member counties shall be on a "per capita basis" based on the population of the respective Member counties as reflected in the Approved Census, or on such other equitable basis as may be determined by the Budget Committee and approved the COUNCIL. In addition, the COUNCIL may from time to time contract for the payment of local funds and other support with, or accept funds, grants, gifts and services from, such other federal, state or local government or any of their political subdivisions, agencies, departments, instrumentalities, or special districts, or with other public, private or civic sources, to provide such funds and support. The support from persons other than the Member counties may be on such basis as is approved by the Executive Director or the Executive Committee.

ARTICLE V

OFFICERS AND EXECUTIVE DIRECTOR

Section 1. The officers of the COUNCIL shall be a President, a First Vice-President, a Second Vice-President, a Secretary, a Treasurer and such other officers as the Directors shall deem advisable and appoint. The officers shall be chosen by the Directors and shall hold office for one (1) year and/or until their respective successors are elected and qualified. The officers shall perform the duties customarily performed by officers holding their respective positions and shall have such further duties as may be designated to them from time to time by the Board of Directors.

Section 2. The Executive Director shall be the Secretary of the Council. In addition, the Executive Director shall be the administrator of the COUNCIL responsible for carrying out the policies and programs of the COUNCIL in accordance with the Articles, By-Laws and policies of the Board of Directors and its Executive Committee, as well as applicable federal, state and local laws, rules and regulations. The Executive Director shall have the authority to employ, assign, supervise, and release all employees and staff of the COUNCIL within the framework and general limitations and policies established by the Board of Directors and its Executive Committee.
ARTICLE VI

WITHDRAWAL AND DISSOLUTION

Section 1. Any Member county of the COUNCIL may withdraw its membership upon written notice to the COUNCIL, which withdrawal shall be effective two (2) years after receipt of the notice by the COUNCIL.

Section 2. The COUNCIL shall exist for a term of five (5) years, which term shall automatically renew for further terms of five (5) years each, unless two-thirds (2/3) of the Member counties shall, by legislative action, elect that such term shall not be renewed and shall have furnished certified evidence of such action to the COUNCIL not less than one hundred eighty (180) days prior to the expiration of any such term.

Section 3. On dissolution after payment of all outstanding obligations and liabilities of the COUNCIL and the providing of sufficient funds to insure the completion of any project for which federal funds have been received, the COUNCIL's net assets of every nature and description which have been contributed by public bodies shall revert to the said public bodies in proportion to each body's contribution towards the said assets and any balance thereof shall be paid over and transferred to one or more corporations, trusts, community chests, funds or foundations organized and operated exclusively for educational, charitable, scientific or literary purposes, no substantial part of the activities of which is the carrying on of propaganda or otherwise attempting to influence legislation, no part of the activities of which shall be the participation in or intervention in any political campaign for any political office, directly or indirectly, and no part of the net earnings of which inures to the benefit of a private shareholder or individual.

ARTICLE VII

AMENDMENTS

These Articles may be amended or repealed or new Articles may be adopted by unanimous consent of the Members comprising the COUNCIL. Any such amendment shall be effective upon such adoption and the obtaining of any approval required by applicable statute to be obtained prior to such amendment being effective.

ARTICLE VIII

INDEMNIFICATION

Section 1. Subject to the provisions of Article VIII, Section 2 hereof, the COUNCIL shall indemnify each present and future Director, officer, employee or agent of the COUNCIL against any losses, liabilities, costs and expenses, including counsel fees, which may be imposed on or reasonably incurred by such person in connection with any claim, demand, action, suit or proceeding hereafter made, instituted or threatened in which such person may be involved by
reason of such person being or having been a Director or officer or employee or agent of the COUNCIL, whether such person continues to be a Director or officer or employee or agent at the time of the imposition of such costs or incurring of such losses, liabilities or expenses or not, such losses, liabilities, costs and expenses to include without limitation the cost of such Director or officer or employee or agent of reasonable settlements, other than amounts paid to the COUNCIL itself.

Section 2. Notwithstanding anything else set forth in these Articles, the COUNCIL shall not indemnify any Director or officer or employee or agent with respect to matters as to which such person shall be finally adjudged in any such action, suit or proceeding to be liable by reason of negligence, misconduct or dereliction in the performance of such person’s duties as such Director or officer or employee or agent. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the COUNCIL is advised by its counsel that the person to be indemnified did not commit a breach of duty involving negligence, misconduct or dereliction of duty.

Section 3. The foregoing rights of indemnification shall not be exclusive of other rights to which any Director or officer or employee or agent may be entitled as a matter of law, and shall inure to the benefit of the heirs, executors and administrators of any such Director or officer or employee or agent.

ARTICLE IX

EFFECTIVE DATE

These Amended and Restated Articles of Agreement shall become effective as of the date, and only as of the date, on which [1] the governing body of each of the Current Members has adopted a resolution authorizing the amendment of the Amended Articles and the execution of these Amended and Restated Articles of Agreement, [2] the governing body of each of the Current Members has executed these Amended and Restated Articles of Agreement and [3] these Amended and Restated Articles of Agreement have been reviewed by the Attorney General of Kentucky and the Attorney General of Indiana and, if required, signed by them signifying such action, if any, required by applicable statute.

ARTICLE X

Additional members may be admitted to the COUNCIL with the approval of the Board of Directors by adopting and becoming a party of these Articles, and by fulfilling such requirements as may imposed by the Board of Directors as conditions to membership. Such conditions may include, without limitation, payment, or execution of agreements satisfactory to the COUNCIL to pay, such sums, charges, costs and expenses as the Board of Directors may specify (which may, for example, include costs and expenses to the COUNCIL of updating the records and data bases of the COUNCIL to incorporate appropriate information regarding the new members).

[end of page]
The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved as to form and legality.

Name: Jason Thompson

for Attorney General of the State of Indiana

Date: effective 12-15-06
The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved as to form and legality.

Name: GREGORY D. AMBRO

Attorney General of the Commonwealth of Kentucky

Date: 11-3-06
The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved.

Indiana Department of Transportation

By: 

Name: Mark Adam, Deputy Commissioner, Chief Counsel

Date: October 24, 2006

[Signature]

Reviewed and Approved:
The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Government are approved this \textit{6th} day of \textit{July}, 2006.

Commissioner Fox \quad \text{Aye \checkmark} \quad \text{Nay} ___

Commissioner Furman \quad \text{Aye \checkmark} \quad \text{Nay} ___

Commissioner Jolivette \quad \text{Aye \checkmark} \quad \text{Nay} ___

\textbf{BUTLER COUNTY (OHIO) BOARD OF COMMISSIONERS}

By: \underline{Gregory V. Jolivette}

Name: \underline{GREGORY V. JOLIVETTE}

Title: \underline{PRESIDENT}

Date: \underline{7/4/06}

\textbf{ATTEST:}

By: \underline{Michael F. DeAngelo}

Name: \underline{Michael F. DeAngelo}

Title: \underline{Director of Development}

Date: \underline{7/4/06}
The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 19th day of July, 2006.

Commissioner Walker

Aye X
Nay

Commissioner Proud

Aye X
Nay

Commissioner Grose

Aye
Nay
Absent X

CLERMONTCOUNTY (OHIO) BOARD OF COMMISSIONERS

By: Mary C. Walker

Name: MARY C. WALKER

Title: PRESIDENT

Date: July 19, 2006

ATTEST:

By: Julith Koeira

Name: Julith Koeira

Title: Clerk of the Board

Date: July 19, 2006
On motion of Mr. Heimlich, seconded by Mr. DeWine

The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 15th day of March.

Commissioner DeWine   Aye X    Nay
Commissioner Heimlich   Aye X    Nay
Commissioner Fortune    Aye X    Nay

HAMPTON COUNTY (OHIO) BOARD OF COMMISSIONERS

By: PHIL HEIMLICH
Name: PHIL HEIMLICH
Title: PRESIDENT
Date: March 15, 2006

ATTEST:

By: Jacqueline Panioto
Name: Jacqueline Panioto
Title: Clerk of the Board
Date: March 15, 2006
The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 23rd day of March 2006.

Commissioner Young Aye Nay Absent ✓
Commissioner Kilburn Aye ✓ Nay
Commissioner South Aye ✓ Nay

WARREN COUNTY (OHIO) BOARD OF COUNTY COMMISSIONERS

By: [Signature]

Name: C. MICHAEL KILBURN
Title: PRESIDENT
Date: 3/23/06

By: [Signature]

ATTEST:

By: Tina Davis, Clerk
Name: Tina Davis
Title: Clerk
Date: March 23, 2006
The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 14th day of March, 2006.

BOONE COUNTY (KENTUCKY) FISCAL COURT

By:  

Name: GARY W. MOORE

Title: JUDGE/EXECUTIVE

Date: 6-28-06

ATTEST:

By:  

Name: Louis Kelly

Title: Fiscal Court Clerk

Date: 6-28-06
The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Government are approved this ___ day of ___ April, 2006.

KENTON COUNTY (KENTUCKY) FISCAL COURT

By: ________________________________
Name: R. Scott Kimmich
Title: Deputy Judge, Kenton County Fiscal Court
Date: April 11, 2006

ATTEST:

By: ________________________________
Name: Sarah C. Johnston
Title: Kenton County Fiscal Court Clerk
Date: April 11, 2006
The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 19th day of MARCH, 2006.

CAMBELL COUNTY (KENTUCKY) FISCAL COURT

By: [Signature]

Name: STEVE PENDERY

Title: JUDGE/EXECUTIVE

Date: MARCH 29, 2006

ATTEST:

By: [Signature]

Name: [Name]

Title: FISCAL COURT CLERK

Date: MARCH 29, 2006
The foregoing Amended and Restated Articles of Agreement of the Ohio-Kentucky-Indiana Regional Council of Governments are approved this 21st day of March 06.

Commissioner [Signature] Aye [Signature] Nay [Signature]
Commissioner [Signature] Aye [Signature] Nay [Signature]
Commissioner [Signature] Aye [Signature] Nay [Signature]

DEARBORN COUNTY (INDIANA) BOARD OF COMMISSIONERS

By: [Signature]
Name: VERA BENNING
Title: PRESIDENT
Date: 3-21-06

ATTEST:

By: [Signature]
Name: Cary B. Picken
Title: Auditor Dearborn Co
Date: March 21, 2006
BY-LAWS
OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

Article I. Board of Directors

Section 1. General

a) Authority: The authority of the Board of Directors shall be as set forth in the Articles of Agreement establishing the Council in effect from time to time (the "Articles of Agreement").

b) Composition: The composition of the Board of Directors shall be as set forth in the Articles of Agreement. In selecting Board members designated under Article III B, Section 1.f. or 1.g. of the Articles of Agreement, a nomination of a township trustee will be requested from the Dearborn County Township Association. The person so nominated will be considered by the Board of Directors for a position on the Board within one of such categories.

Section 2. Meetings.

a) Place of Meetings. The Board of Directors may hold meetings at any location within or without the OKI Region.

b) Annual Meeting. The annual meeting of the Board of Directors shall be held on the fourth Thursday of April or such other date determined by action of the Board of Directors.

c) Meeting to Appoint and Elect Directors. The Board of Directors shall reconstitute itself in accordance with the Articles of Agreement and these By-Laws at its regular January meeting or at such other meeting as may be determined by action of the Board of Directors.

d) Regular Meeting. The Board of Directors shall hold a regular meeting on the second Thursday of January, July and October unless waived by the order of the President or either Vice President or unless another date is established by action of the Board of Directors.

e) Special Meetings. Special meetings shall be held upon the call of the President, either Vice President or any eight (8) Directors.

f) Quorum. The presence in person of twenty percent (20%) of the membership of the Board of Directors shall constitute a quorum. The Directors present at a duly
organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

g) Voting. Each Director, including voting ex-officio Directors, shall be entitled to one vote. The Board of Directors shall act by majority vote of those present at any duly called meeting at which a quorum was present.

h) Notice.

(1) To Directors. Prior notice of every meeting of the Board of Directors stating the time and place, and the purpose thereof shall be given by personal delivery or by mail or, to the extent requested by members of the Board of Directors, by electronic mail transmission not less than two (2) days before the date of the meeting; provided that notice of any meeting may be waived in writing by any Director before or after such meeting. Attendance by a Director at a meeting shall constitute a waiver of notice of the meeting.

(2) To Others. A schedule of all regularly scheduled meetings of the Board of Directors shall be posted at such places as may be directed by the Executive Director, shall be included in a "web site" maintained by the Council, if any, and a copy shall be sent by mail or electronic mail transmission to any newspaper, radio station, television station or other member of the news media requesting such information. In the case of all special meetings of the Board of Directors, notice of such meetings shall be given to any member of the news media which has requested such notice in such a manner as to be received at least twenty-four hours in advance of any such special meeting; provided that if the special meeting is being called to deal with an emergency requiring immediate action, notice of the time, place and purpose of the meeting shall be given immediately to such members of the news media but need not be received by them at least twenty-four hours prior to the start of the meeting. A copy of the notices and agendas prepared for all regular and special meetings or a copy of the Council's Newsletter giving substantially the same information shall be given by mail or electronic mail transmission at least two days prior to the date of the meeting to all persons who have requested such information. At its election, the Executive Committee may require as a condition to such mailing or electronic mail transmission the payment by such persons on an annual basis of a sum sufficient to offset cost of such mailings or transmissions. If such mailings or electronic mail transmissions are not practical under the circumstances, the same information shall be given by telephone or other method reasonably adequate to provide such information as early as possible.

Section 3. Vacancies. Any vacancy in the Board of Directors may be filled for the unexpired term by the Executive Committee. The person filling the vacancy shall meet the applicable requirements imposed by Article III, Paragraph B of the Articles of Agreement.

Article II. Executive Committee

Section 1. Composition and Authority. The composition and authority of the Executive Committee shall be as set forth in the Articles of Agreement.
Section 2. **Meetings.**

a) **Place of Meetings.** The Executive Committee may hold meetings at any location within or without the OKI Region.

b) **Regular Meetings.** The Executive Committee shall hold a regular meeting on the second Thursday of January, February, March, April, May, June, July, August, September, October, November, and December unless waived by the order of the President or either Vice President.

c) **Special Meetings.** Special meetings shall be held upon the call of the President, any Vice-President, or any 5 members of the Executive Committee.

d) **Quorum.** The presence in persons of one-half (½) of the members of the Executive Committee or their alternates duly selected as set forth in the Articles of Agreement (the "alternates") shall constitute a quorum. The members or alternates present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members or alternates to leave less than a quorum.

e) **Voting.** Each member, including voting ex-officio members, shall be entitled to one vote. The Executive Committee shall act by majority vote of those present at any duly called meeting at which a quorum was present.

f) **Notice.**

(1) **To Members.** There shall be no required notice for regular meetings of the Executive Committee, but for special meetings notice stating the time, place and purpose thereof, shall be given by personal delivery or by mail or, to the extent requested by members of the Executive Committee, by electronic mail transmission not less than two (2) days before the date of the meeting, provided that notice of any meeting may be waived in writing by any member before or after such meeting. Attendance by a member, whether in person or by an alternate, at a meeting shall constitute a waiver of notice of the meeting.

(2) **To Others.** A schedule of all regularly scheduled meetings of the Executive Committee shall be posted at such places as may be directed by the Executive Director, shall be included in a "web site" maintained by the Council, if any, and a copy shall be sent by mail or electronic mail transmission to any newspaper, radio station, television station or other member of the news media requesting such information. In the case of all special meetings of the Executive Committee, notice of such meetings shall be given to any member of the news media which has requested such notice in such a manner as to be received at least twenty-four hours in advance of any such special meeting; provided that if the special meeting is being called to deal with an emergency requiring immediate action, notice of the time, place and purpose of the meeting shall be given immediately to such members of the news media but need not be
received by them at least twenty-four hours prior to the start of the meeting. A copy of the
notices and agendas prepared for all regular and special meetings or a copy of the Council's
newsletter giving substantially the same information shall be given by mail or electronic mail
transmission at least two days prior to the date of the meeting to all persons requesting such
information. At its election, the Executive Committee may require as a condition to such mailing
or electronic mail transmission the payment of such persons on an annual basis, of a sum
sufficient to offset cost of such mailings or transmissions. If such mailings or electronic mail
transmissions are not practical under the circumstances, the same information shall be given by
telephone or other method reasonably adequate to provide such information as early as possible.

g) Reconsideration of Previous Action. Any issues brought up at a previous
meeting of the OKI Executive Committee and acted upon will not be reconsidered at a
subsequent meeting without prior written notice to Executive Committee members.

Section 3. Vacancies. Any vacancy in the Executive Committee shall be filled for
the unexpired term by the Executive Committee. The person filling the vacancy shall meet the
applicable requirements imposed by Article III, Paragraph C of the Articles of Agreement.
Vacancies in alternates shall be filled by the Executive Committee from those qualified persons
ominated by the member who is without an alternate.

Article III. Budget Committee

Section 1. Composition and Authority. The composition and authority of the Budget
Committee shall be as set forth in the Articles of Agreement.

Section 2. Meetings.

a) Place of Meetings. The Budget Committee may hold meetings at any
location within or without the OKI Region.

b) Regular Meetings. The Budget Committee shall hold a regular meeting on
the second Thursday of January, February, March, April, May, June, July, August, September,
October, November, and December unless waived by the order of the President or either Vice
President.

c) Special Meetings. Special meetings shall be held upon the call of the
President, either Vice-President, or any 3 members of the Budget Committee.

d) Quorum. The presence in persons of one-half (½) of the members of the
Budget Committee or their alternates duly selected as set forth in the Articles of Agreement (the
"alternates") shall constitute a quorum. The members or alternates present at a duly organized
meeting may continue to do business until adjournment, notwithstanding the withdrawal of
enough members or alternates to leave less than a quorum.
e) Voting. Each member, including voting ex-officio members, shall be entitled to one vote. The Budget Committee shall act by majority vote of those present at any duly called meeting at which a quorum was present.

f) Notice.

1) To Members. There shall be no required notice for regular meetings of the Budget Committee, but for special meetings notice stating the time, place and purpose thereof, shall be given by personal delivery or by mail or, to the extent requested by members of the Budget Committee, by electronic mail transmission not less than two (2) days before the date of the meeting, provided that notice of any meeting may be waived in writing by any member before or after such meeting. Attendance by a member, whether in person or by an alternate, at a meeting shall constitute a waiver of notice of the meeting.

2) To Others. A schedule of all regularly scheduled meetings of the Budget Committee shall be posted at such places as may be directed by the Executive Director, shall be included in a "web site" maintained by the Council, if any, and a copy shall be sent by mail or electronic mail transmission to any newspaper, radio station, television station or other member of the news media requesting such information. In the case of all special meetings of the Budget Committee, notice of such meetings shall be given to any member of the news media which has requested such notice in such a manner as to be received at least twenty-four hours in advance of any such special meeting; provided that if the special meeting is being called to deal with an emergency requiring immediate action, notice of the time, place and purpose of the meeting shall be given immediately to such members of the news media but need not be received by them at least twenty-four hours prior to the start of the meeting. A copy of the notices and agendas prepared for all regular and special meetings or a copy of the Council's newsletter giving substantially the same information shall be shall be given by mail or electronic mail transmission at least two days prior to the date of the meeting to all persons requesting such information. At its election, the Budget Committee may require as a condition to such mailing or electronic mail transmission the payment of such persons on an annual basis, of a sum sufficient to offset cost of such mailings or transmissions. If such mailings or electronic mail transmissions are not practical under the circumstances, the same information shall be given by telephone or other method reasonably adequate to provide such information as early as possible.

Section 3. Vacancies. Any vacancy in the Budget Committee shall be filled for the unexpired term by the President. The person filling the vacancy shall meet the applicable requirements imposed by Article III, Paragraph D of the Articles of Agreement. Vacancies in alternates shall be filled by the President from those qualified persons nominated by the member who is without an alternate.

Article IV. Other Committees

Section 1. Formation and Authority. The Board of Directors and/or the Executive Committee may create such other committees as they shall deem appropriate, necessary, or
convenient and may delegate to such committees any of their powers, except the power to fill vacancies or alter the By-Laws. Such committees shall be subject to the control and direction of the Executive Committee and Board of Directors. The majority of the members of any such committee shall constitute a quorum unless other provisions for a quorum are provided for in the By-Laws and/or Constitution of said committee which have previously been approved by the Executive Committee. The act of the majority of the members of the committee present at the meeting at which a quorum is present shall be the act of the committee. The members present at a duly organized meeting may continue to do business until adjournment notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 2. Notice.

(a) To Members. Meetings of any committee formed pursuant to Section 1 of this Article shall be held at such times and upon such notice to the members of the committee as may be agreed upon by the members of any such committee. A schedule of all regularly scheduled meetings of such committee shall be given by personal delivery or by mail or, to the extent requested by members of such committee, by electronic mail transmission not less than two (2) days before the date of the meeting, provided that notice of any meeting may be waived in writing by any member before or after such meeting. Attendance by a member, whether in person or by an alternate, at a meeting shall constitute a waiver of notice of the meeting.

(b) To Others. A schedule of all regularly scheduled meetings of any committee formed pursuant to Section 1 of this Article shall be posted at such places as may be directed by the Executive Director, shall be included in a "web site" maintained by the Council, if any, and a copy shall be sent by mail or electronic mail transmission to any newspaper, radio station, television station or other member of the news media requesting such information. In the case of all special meetings of any such committee, notice shall be posted at such places as may be directed by the Executive Director, shall be included in a "web site" maintained by the Council, if any, and a copy shall be sent by mail or electronic mail transmission to any newspaper, radio station, television station or other member of the news media requesting such information. In the case of all special meetings of such committee, notice of such meetings shall be given to any member of the news media which has requested such notice in such a manner as to be received at least twenty-four hours in advance of any such special meeting; provided that if the special meeting is being called to deal with an emergency requiring immediate action, notice of the time, place and purpose of the meeting shall be given immediately to such members of the news media but need not be received by them at least twenty-four hours prior to the start of the meeting. A copy of the notices and agendas prepared for all regular and special meetings or a copy of the Council's newsletter giving substantially the same information shall be shall be given by mail or electronic mail transmission at least two days prior to the date of the meeting to all persons requesting such information. At its election, such committee may require as a condition to such mailing or electronic mail transmission the payment of such persons on an annual basis, of a sum sufficient to offset cost of such mailings or transmissions. If such mailings or electronic mail transmissions are not practical under the circumstances, the same information shall be given
by telephone or other method reasonably adequate to provide such information as early as possible.

Article V. Personnel

Section 1. Officers. The Officers of the Council shall be those named or appointed as provided in the Articles of Agreement. Any person may hold more than one office. The President, First Vice-President and Second Vice-President shall be Directors. No other officer need be a Director.

Section 2. Executive Director. The Executive Director shall be the chief administrator of the Council and shall be selected by the Board of Directors or by the Executive Committee, and shall have such authority as set forth in Articles of Agreement.

Section 3. Chief Fiscal Officer. The Executive Director shall designate one of the employees of the Council to serve as Chief Fiscal Officer of the Council who shall supervise the receipt, deposit, investment, and disbursement of the funds of the council in a manner authorized by the Executive Committee. The Chief Fiscal Office shall furnish, when requested, to the Board of Directors, the Executive Committee, the Budget Committee and such other committees as the Executive Committee shall designate, statements and reports relating to the financial affairs of the Council.

Article VI. Amendments

The power to alter, amend, or repeal the By-Laws or to adopt new By-Laws is vested in the Executive Committee, which may alter, amend, or repeal the By-Laws or to adopt new By-Laws by the affirmative action of at least one-half of its members. The By-Laws may contain any provision for the regulation and management of the affairs of the Council which is not in conflict with any express provision of the Articles of Agreement.

Article VII. Seal

The Executive Committee shall have the power to adopt an official seal of the Council, containing such words as deemed appropriate. Failure to affix any seal shall not affect the validity of any instrument duly executed on behalf of the Council by its officers.

Article VIII. Consultants, Supplies and Facilities

The Executive Director may contract for the service of such consultants and experts and may purchase or lease or otherwise provide for such supplies, materials, equipment, and facilities he deems necessary and appropriate in the following manner and under the following procedures:
Section 1. **Consultants**

a) The Executive Director will solicit proposals from three or more consultants when seeking assistance in the fields of professional planning, engineering, or similar services. Except as otherwise required by applicable law or the Executive Director, such proposals must contain the price, scope of work, and qualifications of the submitting firm.

b) Selection of a consultant will be based on an evaluation of the proposals submitted in their entirety, and not necessarily on cost alone.

c) Solicitation of price proposals is not required for such professional services when the total cost involved does not exceed $30,000.00.

Section 2. **Experts**

a) The Executive Director may engage experts in the fields of accounting, management, computer, law, and other fields to assist in carrying out the purposes and programs of the Council.

b) The Executive Director shall report the engagement of any such expert to the Executive Committee upon such engagement and annually thereafter.

c) When the services of an expert exceed $30,000.00, the Executive Director will obtain Executive Committee approval prior to the engagement of the services of the expert as set forth in Section 4.

Section 3. **Supplies, Materials, Equipment and Facilities.** The purchase or lease of supplies or facilities shall be on the basis of sealed competitive bids where the sum involved exceeds $30,000.00 except under the following circumstances:

a) Where there is only one source of supplies, materials, equipment or facilities within constraints of time and ability to perform the work satisfactorily.

b) Where the supplies, materials, equipment or facilities are of such a nature that a manufacturer's proprietary interest is involved and no acceptable substitute is available.

c) When, in the opinion of staff, it is in the best interest of the Council to negotiate the procurement of such supplies, services, materials, equipment or facilities, the method of procurement will be by competitive negotiation. When such procurement exceeds $30,000.00 the procurement will require approval as set forth in Section 4.

In any of the above enumerated cases, supplies, materials, equipment or facilities may be purchased or leased without obtaining sealed competitive bids.
Section 4. Prior Approval. Any contract, purchase order, or other single instrument which obligates the Council in excess of $30,000.00 shall have the prior approval of the Executive Committee before execution by the Executive Director.

Article IX. Employee Retirement Plan - Social Security

The Executive Committee is hereby authorized to establish a retirement plan for employees which plan shall be in writing and be qualified under Section 401 of the Internal Revenue Code of 1954. Any such retirement plan shall provide for contributions by the Council and may condition participation by an employee of his/her contributing to the plan. The Executive Committee shall establish a trust for the funding of any such retirement plan and shall appoint a private banking institution or any other organization qualified by the Internal Revenue Service to serve as a Director or custodian of a Section 401 plan to serve as Director or custodian of such retirement plan.

Administration of any such retirement plan shall be vested in a Retirement Plan Administrative Committee. This committee shall consist of the President, Treasurer, Executive Director, and Fiscal Officer of the Council and two full-time employees of the Council. The employee committee members shall be elected by secret ballot of all retirement plan participants and shall serve for a term of one year. The Executive Director shall designate the time of and conduct the election of employee committee members.

Subject to the approval of the Secretary of Health and Human Services (formerly Secretary of Health, Education and Welfare), the Executive Committee is authorized to cause the Council to enter into an agreement with the Secretary providing for coverage of the Council's employees under the Social Security system. This coverage shall supplement any retirement plan adopted pursuant to the foregoing paragraphs.
Originals on file at the OKI offices

Amended: 01/24/74
Amended: 11/14/74
Amended: 01/09/75
Amended: 01/08/76
Amended: 07/13/78
Amended: 01/14/82
Amended: 12/08/83
Amended: 10/11/90
Amended: 03/12/92
Amended: 08/13/92
Amended: 02/11/93
Amended: 12/08/94
Amended: 09/10/98
Amended: 11/9/06 – effective 12-15-06
INTERMODAL COORDINATING COMMITTEE

BY-LAWS

FUNCTIONS, DUTIES, AND RESPONSIBILITIES FOR THE INTERMODAL COORDINATING COMMITTEE OF THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS (HEREIN REFERRED TO AS “THE COUNCIL”)

ARTICLE I – AUTHORITY AND PURPOSE

Section 1 Authority
Article III C, of the Articles of Incorporation of the Council, establishes an Executive Committee.

Article III of the Council By-Laws specifically grants the Board of Directors and/or the Executive Committee to establish such other committees which they deem appropriate, necessary or convenient and may delegate to such committees any of their powers except to fill vacancies or alter By-Laws.”

Section 2 Name of Committee
The name of this committee shall be the Intermodal Coordinating Committee of the Ohio-Kentucky-Indiana Regional Council of Governments (Herein referred to as the “ICC”).

Section 3 Purpose
The purpose of the ICC is to provide technical advice and assistance to the Technical Studies Director and staff in such areas as, but not limited to, regional planning, land use, transportation, air quality, traffic engineering, open space, and any special purpose projects, as well as preparing recommendations to the Executive Committee and Board of Directors of the Council in these areas.

Section 4 Function
The ICC is to guide the technical aspects of the council through the Executive Committee and Board of Directors.

Section 5 Membership
All members of the ICC will be selected yearly based on recommendations from the ICC, prior to the June ICC meeting, by the president of the council. The ICC is an advisory committee, and as such, members are not required to be a member of the Board of Directors of the Council.

Participating agencies shall be entitled to representation as outlined in Article III. The President of the Council may appoint such other members whose broad technical knowledge and experience in transportation
planning, regional planning, and/or related fields, should be made available. The ICC itself may recommend additional members to the president of the Council. It is the responsibility of the participating agency to notify the president of the council if any change in agency representation is recommended and to nominate representatives to be selected by the president of the council.

Section 6 Duties and Responsibilities
1. Provide general technical advice for the Executive Committee and Board of Directors as required.
2. Review and comment on technical issues associated with the various studies and recommended plans before submission to the Executive Committee or Board of Directors.
3. Advise and assist the Technical Studies Director and staff in obtaining data required for continuing transportation planning commensurate with the Unified Planning Work Program, and other agreements for all areas of planning.

Section 7 Voting
Members duly selected by the President of the Council under Article I, Section 5 and of good standing shall be the only members to vote on issues brought before the ICC. Pre-approved designated alternates may vote in the absence of the member.

In months when the ICC does not meet, the Chair may request an electronic vote on TIP administrative modifications. Administrative modifications are approved by the ICC and do not require approval by the OKI Executive Committee/Board of Directors. ICC members in good standing will be notified by e-mail at least one week prior to the vote when electronic votes are requested. A simple majority of at least as many required for a quorum for normal monthly meetings (see Article V, Section 3) will be required for passage.

Section 8 Member of Good Standing
A member will be considered of “good standing” if attending regular meetings at least once per calendar quarter.

Section 9 Alternates
Each member may designate one alternate to represent them. Alternates may only represent the member for which they are designated.

ARTICLE II – ORGANIZATION

Section 1 Officers
The officers shall consist of Chair, First Vice-Chair, Second Vice-Chair and Secretary.
Section 2  
**Election of Officers**
Officers shall be elected annually by the membership of the ICC at the June meeting. Vacancies in offices shall be filled for the un-expired term in the same manner.

Section 3  
**Terms of Office**
Elected Officers shall be elected for a one (1) year term to begin July 1st of each year, and end June 30th the following year. No officer shall serve more than two (2) consecutive terms in any one office.

Section 4  
**Duties of Officers**
1. Chair – to preside at all meetings of the ICC and to call special meetings as needed. The Chair shall represent the ICC at Executive Committee and Board of Directors meetings.
2. First Vice-Chair – To perform the duties of the Chair in his/her absence.
3. In the absence of the Chair and First Vice-Chair, the Second Vice-Chair shall act as Chair.
4. Secretary - To record the minutes and attendance, prepare required reports; notify members of meetings, and such other duties as required or directed by the committee. Notice of meetings shall be mailed at least one week in advance of meeting date. (The Secretary will be appointed from the Council Staff by the Executive Director of the Council and shall be a non-voting member).

Section 5  
**Parliamentary Authority**
The Rules contained in the current edition of *Roberts Rules of Order* shall govern the ICC in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of order the ICC may adopt.

ARTICLE III – MEMBERSHIP

Section 1  
**Membership**
Membership in the ICC shall be comprised of representatives from the qualifying agencies. Nominations will be accepted for members and one alternate from the following:

<table>
<thead>
<tr>
<th>Membership Designation</th>
<th>Number of Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-large</td>
<td>5</td>
</tr>
<tr>
<td>Aviation (1 each, Cincinnati, Butler, NKY)</td>
<td>3</td>
</tr>
<tr>
<td>Bike/Pedestrian</td>
<td>1</td>
</tr>
<tr>
<td>Chamber of Commerce</td>
<td>1</td>
</tr>
<tr>
<td>Cities over 100K population (3 each)</td>
<td>3</td>
</tr>
<tr>
<td>OH Cities over 40K population (2 each)</td>
<td>6</td>
</tr>
</tbody>
</table>
KY Cities over 40K population (2 each) 2
County Engineer/Road Mgr. (1 ea. County) 8
County Planning (1 ea. County + NKADD) 9
DOT (ODOT-2, KYTC-2 INDOT-1) 5
EJ Representative 1
Environmental 3
FHWA (1 each state) 3
Freight 1
IN City under 40K population 1
KY City under 40K population 3
OH City under 40K population 4
Port Authority 1
TID (1 each Ohio County) 4
Townships over 40K population (1 each) 6
Transit (1 each system) 6
Grand Total 76

ARTICLE IV – SPECIAL COMMITTEES/SUBCOMMITTEES

Section 1 Special committee/subcommittee formation
Special committees or subcommittees shall be formed when necessary to provide supplemental technical personnel and advice on various phases of the planning process.

Section 2 Special committee/subcommittee members and chairperson
Chair and members of special committees/subcommittees shall be appointed by the Chair of the ICC.

ARTICLE V – MEETINGS

Section 1 ICC Meetings
The ICC shall hold regular meetings on Tuesday preceding the second Thursday of each month at 9:30 a.m. in the OKI Board Room or at such other time as agreed upon. Notice of a change in meeting shall be mailed or emailed to ICC members at least one week in advance of the meeting date.

Section 2 Special Committee/Subcommittee Meetings
Special committees/subcommittees shall meet as determined by the chairperson of said committee.

Section 3 Quorum
Fifteen (15) members of the ICC shall constitute a quorum for a regular meeting. Fifteen (15) or one-third of the membership of special committees/subcommittees whichever is lower, shall constitute a quorum for a special meeting. The act of the majority of the members of the ICC
present at the meeting at which a quorum is present shall be the act of the ICC.

ARTICLE VI – AMENDMENT OF ARTICLE

Section 1  How Amended
These articles may be amended by a majority vote of the Executive Committee/Board of Directors approving the recommendation of the ICC.

Approved:  09/11/03
Updated:  12/2006
Amended:  05/08/2008
Amended:  06/10/2010
Amended:  03/10/2011
Updated:  01/31/2013
Amended:  10/10/2013
Environmental Justice Advisory Committee
Authority and Responsibilities

I. The Environmental Justice Advisory Committee will monitor transportation planning projects and their impact on designated Environmental Justice Communities.

The Environmental Justice Advisory Committee has four objectives:

1. Review all Ohio–Kentucky–Indiana Regional Council of Government transportation planning projects and determine their impact on environmental justice communities

2. Review staff reports and recommendations

3. In order to mitigate impact on environmental justice communities; the Environmental Justice Advisory Committee will make recommendations to OKI on remedial actions that should be taken before planning projects proceed

4. Report findings and recommendations to OKI Executive Committee and the Board of Trustees

II. In order to meet these objectives the Environmental Justice Advisory Committee will carryout the following task and responsibilities:

1. Meet on a quarterly basis as needed

2. Environmental Justice Policy will be updated on an annual basis

3. Monitor the implementation of the Environmental Justice Policy

4. Oversee the Title VI responsibilities
   
   A. Legislative responsibilities delineated

5. Monitor Traffic Congestion plan findings

6. Review and make recommendations to the Executive Committee on the Long Range Transportation Plan and Transportation Improvement Program
7. Review and make recommendations to the Executive Committee on Corridor findings

8. Review and make recommendations to the Executive Committee on special findings

9. Review and make recommendations to the Executive Committee on construction mitigation plans

10. Assure that all environmental justice communities are properly identified

11. Determine the impact of current transportation planning projects. With staff assistance, give guidance for a comprehensive public involvement plan that facilitates community input on Environmental Justice communities. Develop a uniform public involvement documentation process, designed to promote ongoing interaction with the environmental justice communities.

12. Assemble an Ad Hoc Environmental Justice Citizens Advisory Group when needed. The responsibilities of the Ad Hoc will be:
   A. Give input on OKI related projects that involve transportation and land use.
   B. Assist the Environmental Justice Advisory Committee's outreach efforts, regarding effective communications between OKI and the environmental justice communities.
AGREEMENTS

The following pages contain copies of these formal planning agreements (completed or in process):

- Federal Certification Review
- Ohio Department of Transportation
- Kentucky Transportation Cabinet
- Indiana Department of Transportation
- Conformity SIP Memorandum of Agreement
- Southwest Ohio Regional Transit Authority (SORTA)
- Butler County Regional Transit Authority
- Clermont County Board of Commissioners/Clermont Transportation Connection
- Middletown Transit Service
- Warren County Transit
- Transit Authority of Northern Kentucky (TANK)
Certification Review of the Metropolitan Transportation Planning Process for the Cincinnati, Ohio Transportation Management Area (OKI)

BY:
Federal Highway Administration
Federal Transit Administration

February 2017
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Summary</td>
<td>1</td>
</tr>
<tr>
<td>Introduction</td>
<td>2</td>
</tr>
<tr>
<td>Review Process</td>
<td>2</td>
</tr>
<tr>
<td>Desk Review</td>
<td>2</td>
</tr>
<tr>
<td>Site Visit</td>
<td>3</td>
</tr>
<tr>
<td>Progress In Addressing 2013 Recommendations</td>
<td>4</td>
</tr>
<tr>
<td>Other Topics Discussed During Site Visit</td>
<td>6</td>
</tr>
<tr>
<td>Public Meeting Summary</td>
<td>14</td>
</tr>
<tr>
<td>Summary of Findings of the Review Team</td>
<td>14</td>
</tr>
<tr>
<td>U.S. DOT Certification and Follow-Up</td>
<td>16</td>
</tr>
</tbody>
</table>

## Appendices

- Appendix A - Notification of Certification Review
- Appendix B - Federal Review Team Questions and Responses from OKI
- Appendix C - Site Visit Agenda and Sign In Sheets
- Appendix D - Public Meeting Notifications and Sign-In Sheet
EXECUTIVE SUMMARY

On December 13, 2016, the formal certification review of the transportation planning process was conducted for the Cincinnati, OH-KY-IN Transportation Management Area (TMA) carried out by the Ohio Kentucky Indiana (OKI) Regional Council of Governments, the Metropolitan Planning Organization (MPO) for the tri-state Cincinnati region. The Federal Review Team (Review Team) consisted of representatives from the Federal Transit Administration (FTA) Region V, and the Federal Highway Administration (FHWA) Ohio Division.

Based on this certification review, the OKI transportation planning process was found to meet the requirements of the metropolitan planning regulations per 23 CFR 450. As such, the Review Team certifies the planning process for the Cincinnati, OH-KY-IN TMA.

This report documents the certification review process and indicates three commendations highlighting noteworthy practice and one recommendation to enhance the overall transportation planning process. The commendations and recommendations are listed below.

Commendation 1: OKI is commended for the development of RAVEN911 which is moving the Cincinnati region into the forefront of security preparedness through the use of innovative technology.

Commendation 2: OKI is commended for its work with local freight entities, including its work with the Central Ohio River Business Association (CORBA), to create publically available interactive maps of various freight data that are used to inform the planning and project selection process.

Commendation 3: OKI is commended for its efforts in implementing the programmatic requirements of the 5310 program, utilizing the Coordinated Transit Human Services plan as a guide, developing criteria for project selection, and the coordination with SORTA for vehicle purchases for sub-recipients.

Recommendation: To eliminate possible public confusion, OKI is encouraged to include the annual Indiana FTA apportionment in applicable OKI documents.
INTRODUCTION

The Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) have a stewardship and oversight role in ensuring that metropolitan transportation planning is carried out via a continuing, cooperative, and comprehensive (3-C) process. Through preparation and execution of a Unified Planning Work Program (UPWP), Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), and other required documents, the Metropolitan Planning Organization (MPO) for the Cincinnati metropolitan transportation planning area, known as the Ohio Kentucky Indiana Regional Council of Governments (OKI), carries out this 3-C process.

An additional oversight requirement calls for FTA and FHWA to jointly review an MPO’s metropolitan transportation planning process for urbanized areas with a population greater than 200,000 no less than once every four years. These areas are known as Transportation Management Areas (TMA). This certification review provides an opportunity to ensure that OKI as the TMA and MPO for the Cincinnati area is carrying out the metropolitan transportation planning process in accordance with applicable provisions of Federal law.

FTA and FHWA may take one of four actions at the completion of the certification review, as appropriate:

1) Jointly certify the transportation planning process;
2) Jointly certify the transportation planning process, subject to certain specified corrective actions;
3) Jointly certify the transportation planning process as the basis for approval of certain categories of programs or projects; or,
4) Non-certification of the transportation planning process.

REVIEW PROCESS

The review process consisted of three major components: a desk review, a site visit, and a meeting with the public. OKI was notified of the review process on March 31, 2016 via letter available in Appendix A. A discussion of the review process activities follows.

DESK REVIEW

A desk review was conducted by FHWA and FTA on October 5, 2016 in preparation for the site visit. The following individuals on the Federal Review Team (Review Team) participated in the desk review:

Federal Transit Administration-Region V Office
Vanessa Adams – Community Planner
Krishina Welch – Community Planner

Federal Highway Administration-Ohio Division
Andy Johns – Planning Specialist
At the desk review, the Review Team discussed OKI’s major products and other materials that demonstrate its compliance with 23 CFR 450. This discussion, combined with knowledge of the transportation planning issues in the area, enabled the Review Team to identify topic areas that required further discussion during the site visit. These topic areas, among others, included the following:

- Progress on Recommendations from previous Certification Review
- Air Quality, including the Congestion Mitigation and Air Quality (CMAQ) Program
- Laws and Regulations pertaining to Title VI including Environmental Justice and ADA
- Congestion Management Process/Performance Based Planning and Programming
- Integrating Freight in the Transportation Planning Process
- Transit Planning
- Asset Management
- Fiscal Constraint

After the desk review, the Review Team provided OKI questions for response prior to the site visit to better inform the Review Team. The questions and responses are included in Appendix B of this report.

SITE VISIT

The site visit portion of the review took place on December 13, 2016 at OKI offices. The Review Team at the site visit included the following:

**Federal Transit Administration-Region V Office**
Vanessa Adams – Community Planner

**Federal Highway Administration-Ohio Division**
Andy Johns – Planning Specialist
Leigh Oesterling – Planning and Environmental Team Leader

**Federal Highway Administration-Kentucky Division**
Bernadette DuPont – Transportation Specialist
OKI staff provided the Review Team information needed to assess the MPO’s compliance with Federal regulations. In addition, representatives from the Kentucky Transportation Cabinet (KYTC), the Indiana Department of Transportation (INDOT), the Ohio Department of Transportation (ODOT), the Transit Authority of Northern Kentucky (TANK), the Clermont Transportation Connection (CTC) were present. A summary of the topics discussed during the site review follows. The site visit agenda and sign in sheets are located in Appendix C.

PROGRESS IN ADDRESSING RECOMMENDATIONS FROM THE 2013 CERTIFICATION REVIEW

The April 2013 certification review report listed four recommendations for improving the regional transportation planning process. Below are the recommendations and a discussion of the actions taken to address them.

2013 Recommendation 1

OKI is encouraged to include transportation security in its project prioritization process and to develop a continuity of operations plan (COOP) so that critical agency functions may continue during an emergency.

2016 Resolution

This recommendation has been resolved. OKI has taken proactive approaches to include security-related recommendations for future implementation in many transportation planning studies. In addition, OKI prepared a COOP in May 2016.

Most notably, OKI also was a lead technology partner with local first responders in the development of RAVEN911. This electronic mapping system is used by first responders for any state of emergency. The system provides emergency responders in the greater Cincinnati region a unique perspective during a crisis. As a disaster unfolds, a multitude of scenarios can be rapidly identified and information pertinent to the situation can be quickly disseminated along a variety of mediums including social media. RAVEN911 has been utilized in a variety of large scale emergency situations including major weather, flood and hazardous spill events. Some of the users for RAVEN911 in include the Department of Homeland Security, FEMA and the Centers for Disease Control. RAVEN911 also recently received the prestigious 2015 Public Technology Institute’s GIS Vision Award and was recognized as a Top 25 Program in the Innovations in American Government Awards program by the Harvard Kennedy School of Government.

Commendation

OKI is commended for the development of RAVEN911 which is moving the Cincinnati region into the forefront of security preparedness through the use of innovative technology.
2013 Recommendation 2
The Kentucky Transportation Cabinet is encouraged to work with OKI in the spirit of the 3-C planning process to address CMAQ expenditures in the Northern Kentucky portion of the OKI region. Increased cooperation in this area would lead to more effective programming of projects and greater consistency among regional CMAQ expenditures.

2016 Status: This recommendation is resolved. KYTC will not be sub-allocating funds to the MPOs. MPOs will continue to solicit applications and provide the MPOs prioritized list of projects to the Office of Local Programs for review. The KY District Offices are provided the MPOs rankings and asked to comment on the feasibility of any construction projects. The District Offices are also asked about any potential conflict with other work that the Cabinet is doing, or is planning to do in that area. That information and the prioritized lists are submitted to the Governor for information purposes. The Governor makes the final decisions on which CMAQ projects will be funded.

2013 Recommendation 3
To take Regional planning for operations to the next level, the following actions are recommended:
- Developing a regional concept for operations
- Establishing an operations committee
- Migrate from surrogate measures to the use of direct real-time travel reliability data
- Amending the regional ITS architecture so that it provides a mechanism to feed data to the CMP and advance ITS projects

2016 Resolution
This recommendation has been resolved. OKI has been an active partner in supporting a regional concept for operations by funding and supporting activities that include the development of a freeway management system, funding traffic signal coordination projects, freight management, rideshare, parking management and active traffic demand management. OKI’s technical advisory committee utilizes a project prioritization process that places a high emphasis on maintaining and operating existing facilities that has funded numerous projects that are consistent with a concept for operations. In addition, OKI utilizes reliability data and updated its regional ITS architecture in July 2016.

2013 Recommendation 4
It is strongly recommended that INDOT increase its participation and cooperation in the OKI regional transportation planning process so that INDOT provides input on project selection and items that impact programs beyond Indiana’s borders in a timely manner.

2016 Status:
This recommendation has been resolved. INDOT’s Technical Planning Section regularly attends the Indiana Metropolitan Planning Organization (MPO) Council meetings. The MPO Council functions as a forum for MPOs to discuss regional transportation planning issues and share solutions with INDOT. The MPO Council also serves as the link between the MPO and statewide 3C planning process. Through this forum, INDOT has increased their participation and cooperation in the OKI regional transportation planning process. FHWA encourages INDOT to
continue to work with OKI, the MPO Council and FHWA to further improve their cooperation in OKI’s regional transportation planning process.

OTHER TOPICS DISCUSSED DURING THE SITE VISIT

AIR QUALITY, INCLUDING CONGESTION MITIGATION AND AIR QUALITY PROGRAM (CMAQ)

**Regulatory Basis:** Section 176 (c)(1) of the Clean Air Act Amendments of 1990 (CAAA) states: "No metropolitan planning organization designated under section 134 of title 23, United States Code, shall give its approval to any project, program, or plan which does not conform to an implementation plan approved or promulgated under section 110." The Intermodal Surface Transportation Efficiency Act of 1991 subsequently included provisions responsive to the mandates of the CAAA. Implementing regulations have maintained this strong connection.

23 USC 149 (b) Eligible Projects “... a State may obligate funds apportioned to it under section 104(b)(4) for the congestion mitigation and air quality improvement program only for a transportation project or program if the project or program is for an area in the State that is or was designated as a nonattainment area for ozone, carbon monoxide, or particulate matter under section 107(d) of the Clean Air Act (42 U.S.C. 7407(d)) and classified pursuant to section 181(a), 186(a), 188(a), or 188(b) of the Clean Air Act (42 U.S.C. 7511(a), 7512(a), 7513(a), or 7513(b)) or is or was designated as a nonattainment area under such section 107(d) after December 31, 1997, or is required to prepare, and file with the Administrator of the Environmental Protection Agency, maintenance plans under the Clean Air Act (42 U.S.C. 7401 et seq.)”

**Status:** OKI is a signatory to the August 2013 Conformity MOU, fully executed on July 2, 2014, that describes the respective roles and responsibilities among the MPO, State, and air quality agencies in carrying out conformity requirements. OKI leads the effort to initiate interagency consultation (IAC) for all updates, amendments or modifications to the MTP & TIP. When a conformity determination is required, OKI initiates interagency consultation with the IAC and informs the IAC of the non-exempt projects that are triggering the new conformity determination and the need, if any, for a new regional emissions analysis. OKI also requests review and comment from the IAC. OKI has documented a conformity decision tree in its Public Participation Plan, which provides a visual flow chart to show when and how conformity is applied to plans and program in the OKI region.

As a three state MPO, OKI responds to three (3) separate state CMAQ program solicitations for projects. OKI provides regional prioritization of its projects to each state, using a methodology developed by the Ohio Statewide Urban CMAQ Committee (OSUCC), consisting of members from the eight large urban MPO’s in Ohio. This methodology includes a quantitative process, using a cost-effectiveness formula of emissions reduced per CMAQ dollar requested. The emission factors used in this analysis are generated by MOVES2014 using Columbus OH local parameters.
The review team questioned the use of Columbus OH factors for emissions estimations for projects in the Cincinnati region. OKI staff explained that the OSUCC deemed that using Columbus OH factors would result in an “apples to apples” comparison of project emissions benefits across the state of Ohio. (Note: these emissions calculations are only used for CMAQ project selection and emissions benefits reporting; for conformity analyses, OKI uses MOVES2014 with Cincinnati local paramaters.) The federal review team, while acknowledging that project selection criteria is up to the State and MPO, questioned whether the use of Columbus OH local parameters provided the best estimate of project emissions benefits for the projects in the OKI region. OKI and ODOT staff stated that the difference in emissions between using Columbus v. Cincinnati local factors would be minimal. However, they did not have any documentation of such a comparative analysis. As every CMAQ project and its estimated emissions benefits are reported annually to FHWA and subsequently provided in a publically available database, the federal review team suggests that OKI and ODOT use the best information available to estimate the emissions for CMAQ reporting purposes.

**Findings:** OKI meets the provisions for air-quality-related transportation planning regulations.

**LAWS AND REGULATIONS PERTAINING TO TITLE VI INCLUDING ENVIRONMENTAL JUSTICE AND ADA – Leigh**

**Regulatory Basis:** The following laws and regulations apply to the MPO transportation planning process.

- 23 CFR 450.210 and 23 CFR 450.316 identifies requirements for public involvement in the development and carrying out of the metropolitan and statewide transportation planning process.
- The planning regulations 23 CFR 450.334 (a)(3) require OKI to self-certify that the planning process is being carried out in accordance with all applicable requirements of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21.
- American with Disabilities Act (ADA) and USDOT regulations governing transportation for people with disabilities [49 CFR Parts 27, 37, and 38]
- Section 504 of the Rehabilitation Act of 1973 and 49 CFR Part 27, regarding discrimination against individuals with disabilities
- Executive Order 12898 provides that “each Federal agency shall make achieving Environmental Justice part of its mission by identifying and addressing, as appropriate, disproportionately high or adverse human health and environmental effects of its programs, policies, and activities on minority populations and low income populations...” The planning regulations, 23 CFR 450.316 (a)(1)(vii), require that the needs of those “traditionally underserved” by existing transportation systems, such as low-income and/or other minority households that may face challenges accessing employment and other services, be sought out and considered.
- Executive Order 13166 directs federal agencies to evaluate services to LEP persons and implement a system that ensures that LEP persons are able to meaningfully access the services provided consistent with and without unduly burdening the fundamental mission of each federal agency.
Status: OKI has a Title VI Plan that includes a Title VI complaint process. The Title VI complaint process is easily found on OKI’s website and includes the name and contact information of its Title VI Coordinator. OKI’s Title VI Coordinator has easy access to the Executive Director and participates in all OKI transportation department meetings. OKI’s Title VI complaint process notifies the public that Title VI complaints can be file with OKI or FTA. The federal review team noted that the public could also file with the State DOTs or FHWA. OKI should also consider including the membership of its advisory committees and councils by race, in the next update to its Title VI plan.

The current Title VI Plan states that OKI has had no project involving land acquisition/displacements from residences/businesses. The federal review team noted several recent federally funded projects in the OKI region including the MLK Interchange, Cincinnati Streetcar maintenance facility, and the Northside Transit Center which did involve land acquisitions/displacements. OKI staff stated that they had interpreted that item to mean that OKI did not itself act as a project sponsor for any such projects. The federal review team encouraged OKI to take a broader view of the land acquisition/displacements item to reflect federally funded projects that OKI includes in its plans and programs, regardless of the project sponsor, and include a discussion of relocation and displacement as well as impacts to the minority community from such projects in the Title VI Plan update.

In reviewing OKI’s MTP and TIP, it was noted that OKI’s Environmental Justice (EJ) analysis includes populations that are not included in the EJ Executive Order 12898. EJ populations are limited to minority and low-income. OKI’s EJ analysis includes minority, low-income, and also elderly, zero-car households, and disabled persons. The federal review team noted that while elderly, disabled, and zero-car households should be analyzed for transportation planning purposes, they should not be included as part of an EJ analysis. The purpose of an EJ analysis is to determine whether plans, programs, or projects are providing equitable distribution of benefits and to determine if there are any disproportionate adverse effects on minority or low-income persons. Including other populations in such an analysis makes this determination difficult or impossible. During the on-site review it was noted that OKI staff recently attended Title VI and EJ training and were aware that their MTP and TIP EJ analyses needed correcting.

OKI has been proactive in raising awareness among their member communities about the need for ADA transition plans. OKI has conducted outreach to their members informing them of the ADA requirements and the risks associated with non-compliance. OKI’s project application includes a question regarding the status of project sponsor’s ADA transition plans. The federal review team encourages OKI to continue to coordinate with its local governments to ensure compliance, which could include sharing data, such as pedestrian facility information; identifying partners in need of training or assistance; and reporting to INDOT, KYTC, ODOT, FHWA, and FTA, innovative programs or cost effective tools that might assist public agencies with meeting accessibility requirements.

Findings: OKI is compliant with Title VI, Environmental Justice, and ADA requirements.
CONGESTION MANAGEMENT PROCESS (CMP)/PERFORMANCE BASED PLANNING AND PROGRAMMING (PBPP)

Regulatory Basis: Per 23 CFR 450.322, the Congestion Management Process (CMP) applies to TMAs and is a systematic approach for managing congestion through a process that “provides for safe and effective integrated management and operation of the multimodal transportation system, based on a cooperatively developed and implemented metropolitan-wide strategy, of new and existing transportation facilities eligible for funding under title 23 U.S.C., and title 49 U.S.C. Chapter 53 through the use of travel demand reduction and operational management strategies.” Federal regulations also require that the CMP include methods to monitor and evaluate the performance of the multimodal transportation system.

As provided for in current law, as well as supported in FHWA and FTA programs, PBPP represents a fundamental shift for statewide and metropolitan area transportation planning toward an emphasis on performance and measurable outcomes. PBPP will assist in the achievement of seven national goals, per 23 USC 150, including congestion reduction.

Status: The OKI Congestion Management Process (CMP) was last updated in September 2015 in preparation for the MTP update. It follows the recommended eight step process and has established performance measures. The primary performance measure for the CMP is the Travel Time Index (TTI), the comparison of travel conditions in the peak period with free-flow conditions. In order to calculate the TTI, multiple data sources are needed. OKI uses historic data provided by the National Performance Management Research Data Set (NPMRDS) to score congestion for roadway projects. INRIX data provides both historic and real-time data and supplements the NPMRDS.

The CMP is used in three basic ways:

1) The performance measures identify congestion locations, and indicate the extent of congestion in the region. This information is used in the prioritization process for the MTP and for the TIP for sub-allocated federal transportation funds and for evaluating projects for the MTP. Peak period TTI values are assigned to individual projects and they are categorized into low, medium, and high. Roads with TTI values:
   - < 1.2 are low congestion projects and given 0 points in the prioritization process.
   - 1.2 – 2.0 are medium congestion projects and given 3 points.
   - 2.0 are high congestion projects and score 5 points.
   - Not available, use Level-of-Service values from the TDF model

2) The CMP is used to evaluate which strategies (i.e. transportation management strategies, traffic operational improvements, ITS technologies and public transportation options) will be most effective in alleviating congestion.

3) The CMP’s listing of observed speeds is used to validate and calibrate the MPO’s Travel Demand Forecasting (TDF) model.
The Cincinnati-Hamilton airshed has been designated as non-attainment for Ozone for all counties in the MPO, either full counties or partial counties. Therefore the requirements of the Clean Air Act dictate federal funds may not be programmed for any project in a non-attainment area that will result in a significant increase in the carrying capacity of single occupancy vehicles unless the project is modeled and demonstrates air quality conformity and is addressed in a compliant CMP.

**Findings:** OKI’s CMP is compliant.

**INTEGRATING FREIGHT IN THE TRANSPORTATION PLANNING PROCESS**

**Regulatory Basis:** Requirements for addressing freight movement as part of the transportation planning process can be found within several of the planning factors in 23 CFR 450.306(b). These freight-related factors include the following:

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
- Increase the accessibility and mobility of people and freight.
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.

**Status:** OKI’s MTP has had a freight component since 2007. OKI developed a regional freight plan in 2011. The recommendations from that plan feed into the MTP and eight of the twelve regional high priority projects identified in the freight plan have been implemented. The MPO includes scoring factors in the MTP and TIP prioritization process to reward freight projects that support the goals of the MTP.

OKI was the local host for the Joint Freight/Mid-America Freight Coalition conference in 2015. OKI also hosted three M-70 StrongPorts workshops, the last one held in March 2016. These workshops encouraged modal shift to the M-70 Marine Highway (Ohio River).

This led to OKI becoming an active partner with the Central Ohio River Business Association (CORBA), a group that actively promotes the Ohio and Licking Rivers as part of the transportation system. The MPO and CORBA continue to work together to identify potential (barge to rail/barge to truck) needs. One of the identified needs has been to expand the boundaries of the region’s port designation with USACE. CORBA, working with the Port of Greater Cincinnati Development Authority, MPO and other regional partners, encouraged a total of 15 Ohio and Kentucky counties to band together to create the Ports of Cincinnati and Northern Kentucky. Officially designated in January 2015, the new port covers an additional 200 miles of riverway and ranks as the largest inland port in the United States. Most recently OKI has worked with CORBA to conduct a survey of freight related businesses along the Ohio River. The information collected is mapped using a GIS application and provides an interactive mapping tool for members of the public and potential new freight customers alike to find up-to-date freight information and contacts along the river spurring economic growth for the region. This information, along with other freight data, and the GIS mapping, allows the OKI to directly identify transportation needs that can feed directly into the planning and prioritization process for
the MTP and can be used for CMAQ projects applications as well. Two CMAQ freight projects with private waterborne and rail freight companies have been funded from the MPO’s partnership with CORBA.

Additionally, OKI is an active member of the Tri-State Transportation and Logistics Council, and is working with the organization to identify freight needs across the region. The MPO is also an active member of the Coalition of America’s Gateways and Trade Corridors (CAGTC) and this membership has led to new relationships with other regions in the USA.

**Findings:** OKI integrates freight into its planning process.

**Commendation:** OKI is commended for its work with local freight entities, including its work with the Central Ohio River Business Association (CORBA), to create publicly available interactive maps of various freight data that are used to inform the planning and project selection process.

**TRANSIT PLANNING**

**Regulatory Basis:** 23 CFR 450.300(a) states, “[…] The metropolitan transportation planning process shall be continuous, cooperative, and comprehensive […].” 23 CFR 450.306(a)(6) states, “The metropolitan transportation planning process shall […] [e]nhance the integration and connectivity of the transportation system, across and between modes, for people and freight […].” 23 CFR 450.306(h) states, “Preparation of the coordinated public transit-human services transportation plan, as required by 49 U.S.C. 5310, 5316, and 5317, should be coordinated and consistent with the metropolitan transportation planning process.”

**Status:** OKI coordinates the allocation of funds from two FTA grant programs with the transit operators in the region. This includes the Urbanized Area Formula Funding program (49 U.S.C. 5307) which makes federal resources available to urbanized areas of 200,000 or more for transit capital assistance, planning and in some cases, operating assistance and the Bus & Bus Facilities Program (49 U.S.C. 5339) which provides funding for replacing buses, bus related equipment and construction of bus facilities. Each year an allocation letter is prepared showing the distribution of funding to the transit operators which includes the Southwest Ohio Regional Transit Authority (SORTA), Butler County Regional Transit Authority, Clermont County Connection, Transit Authority of Northern Kentucky (TANK), and Warren County Transit System. Funding determinations are generally based on FTA’s national formula.

Since there currently is no eligible transit provider in the Indiana portion of the region, the Indiana portion of transit funding is reallocated to Ohio and Kentucky. At this time, the financial section of the MTP shows zero transit funding available for the Indiana portion. However, if an eligible transit provider were to become available in the Indiana portion of the region, transit funds may be allocated to that provider.

OKI is also the designated recipient of the Enhanced Mobility of Seniors & Individuals with Disabilities Program (49 U.S.C. 5310) which provides formula funding directly to the region for the purpose of assisting private nonprofit groups and local governmental agencies in meeting the
special needs of elderly and persons with disabilities with funding for capital expenses as well as services that go beyond traditional public transportation and ADA complimentary paratransit service. Projects are derived from the Coordinated Transit and Human Services Plan which was recently updated on September 8, 2016. Projects selected were based on prepared criteria by OKI.

In addition, the major transit project completed within the MPA during this time was the Cincinnati Streetcar project that started revenue service in September 2016. This project is one example of the comprehensive, cooperative, and continuing process (3C process) showcasing coordination between the MPO, the City of Cincinnati, SORTA, its state and federal partners.

Finally, ODOT conducted a Transit Needs Analysis resulting in the conclusion that additional transit services are needed throughout the state. This study may be considered a resource/tool for future transit planning activities.

**Findings:** Transit is integrated into OKI’s transportation planning process.

**Recommendation:** To eliminate possible public confusion, OKI is encouraged to include the annual Indiana FTA apportionment in OKI documents.

**Commendation:** OKI is commended for its efforts in implementing the programmatic requirements of the 5310 program, utilizing the Coordinated Transit Human Services plan as a guide, developing criteria for project selection, and the coordination with SORTA for vehicle purchases for sub-recipients.

**ASSET MANAGEMENT**

**Regulatory Basis:**
23 CFR 450.306(d)(4) indicates that “an MPO shall integrate in the metropolitan transportation planning process, directly or by reference, the goals, objectives, performance measures, and targets described in other State transportation plans and transportation processes, as well as any plans developed under 49 U.S.C. chapter 53 by providers of public transportation, required as part of a performance-based program”. This includes the state’s highway asset management plan for the NHS and the Transit Asset Management Plan (TAM).

For transit, FTA published a final rule for the TAM in July 2016. This rule requires FTA grantees to develop asset management plans for their public transportation assets, including vehicles, facilities, equipment, and other infrastructure. TAM requirements in the final rule are part of a larger performance management context for the USDOT to establish a strategic and systematic process of operating, maintaining and improving public transportation capital assets effectively through their entire life cycle.

For highways, FHWA published a final rule on required state asset management plans and processes on October 24, 2016 also as part of a larger performance management context. Once asset management plans are complete by the states, MPO’s will be required to integrate them into their transportation planning process per 23 CFR 450.
Status: OKI is a designated recipient of FTA 5310 funds. As such, FTA requires a Transit Asset Management Plan (TAM) be prepared. OKI is deciding on whether to prepare a group plan for its sub-recipients or individual plans in order to meet the requirement. The deadline for the completion of performance measures for the 5310 program was extended to January 2018 while the deadline for the TAM is October 1, 2018. It is suggested that OKI develop a timeline for implementing this requirement.

OKI is also aware of the requirement to integrate the State’s highway asset management plan into their planning process once available.

Findings: OKI is integrating asset management into their planning process.

FISCAL CONSTRAINT/FINANCIAL PLANNING

Regulatory Basis: Requirements for fiscal constraint and financial planning are found in 23 CFR 450.324(f)(11) for the Metropolitan Transportation Plan (MTP) and 450.325(j-l) for the Transportation Improvement Program (TIP). These regulations ensure that the MTP and TIP can be reasonably implemented with revenue anticipated to be available.

Status: The Ohio-Kentucky-Indiana Regional Council of Governments (OKI) works cooperatively with their regional planning partners to develop a fiscally constrained MTP. Working closely with their partners, OKI develops revenue growth rates of 1% within the Ohio and Indiana portions of the Metropolitan Planning Area (MPA) and 3.5% within the Kentucky portion of the MPA for the MTP. Once revenues are identified for each state, the dollars available for new project investment in the MTP are identified after current programmed projects from the four year TIP, anticipated operation and maintenance costs and transit costs have been taken into account. OKI also works cooperatively with their regional planning partners to develop a fiscally constrained TIP through a project prioritization process.

In addition, OKI also has developed a Fiscal Impact Analysis Model (Model). The Model provides local governmental decision-makers valuable information regarding financial benefits and costs related to various land use scenarios. As has been documented in prior certification reviews this model ensures scarce tax revenues are used wisely.

Findings: OKI meets the federal regulations for fiscal constraint/financial planning.
PUBLIC MEETING SUMMARY

A public meeting was held from 5:00PM until 6:00PM on Tuesday, December 13, 2016 at OKI. Representatives from OKI and the Review Team attended. There were 10 members of the general public. The comments at the public meeting are summarized thematically below.

Public Comment Themes

- OKI promotes proactive and transparent activities and products that result in an effective and fair decision-making process for all stakeholders.
- OKI maintains a spirit of cooperation among its public and private stakeholders to assure regional priorities are advanced.
- OKI continues to solidify its commitment to all modes of transportation including freight and nonmotorized transportation.

The public was also afforded the opportunity to send comments directly to representatives of the Review Team until December 20, 2016. There were 18 written comments consistent with the themes above and confirming the positive impact OKI has on the transportation planning process for the Cincinnati region. Written comments are available on file with the FHWA Ohio Division office.

Appendix D contains a copy of advertisements placed in the Cincinnati Enquirer, La Jornada Latina and The Cincinnati Herald. Appendix D also contains the public meeting sign-in sheet.

CLOSEOUT MEETING

A close-out meeting was held on December 13, 2016 following discussions. This meeting provided OKI with a preliminary indication of the Review Team’s impressions of the discussions. Those present were informed that the Review Team expected to certify the transportation planning process for the Cincinnati TMA. It was agreed that OKI would be provided a draft copy of the report to verify accuracy in advance of the final report being issued.

SUMMARY OF FINDINGS OF THE REVIEW TEAM

The Federal Review Team concludes that the OKI Regional Council of Governments (OKI), ODOT, KYTC, INDOT and the transit operators in the Cincinnati region have made commendable efforts in the continuous, cooperative, and comprehensive (3-C) planning process. Based upon the findings of this review, the transportation planning process, as carried out by OKI for the Cincinnati, OH-KY-IN Transportation Management Area (TMA), meets the requirements of Federal regulations. FTA and FHWA, therefore, jointly certify the transportation planning process carried out by OKI for the Cincinnati, OH-KY-IN TMA.

The Review Team identified three commendations highlighting noteworthy practice and one recommendation to enhance the overall transportation planning process. The commendations and recommendation are listed below.
**Commendation 1:** OKI is commended for the development of RAVEN911 which is moving the Cincinnati region into the forefront of security preparedness through the use of innovative technology.

**Commendation 2:** OKI is commended for its work with local freight entities, including its work with the Central Ohio River Business Association (CORBA), to create publically available interactive maps of various freight data that are used to inform the planning and project selection process.

**Commendation 3:** OKI is commended for its efforts in implementing the programmatic requirements of the 5310 program, utilizing the Coordinated Transit Human Services plan as a guide, developing criteria for project selection, and the coordination with SORTA for vehicle purchases for sub-recipients.

**Recommendation:** To eliminate possible public confusion, OKI is encouraged to include the annual Indiana FTA apportionment in applicable OKI documents.
U.S. DOT Certification and Follow-Up

This USDOT certification action remains in effect for four years from the date of this report, unless a new certification determination is made sooner. Joint FHWA/FTA actions on future products of the TMA’s planning process (e.g., approvals of UPWPs, reviews of future MTP Updates, issuing “3-C” findings on TIPs, and conformity determinations on the MTP and TIPs) will be partially based on the progress made by the TMA’s planning process partners in addressing these Certification Review findings.
APPENDIX A

Notification of Certification Review
Mr. Kevin Lynch  
President  
Board of Directors  
OKI Regional Council of Governments  
720 East Pete Rose Way #420  
Cincinnati, Ohio 45202

Dear Mr. Lynch:

The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) will be conducting a Certification Review of the transportation planning process for the Cincinnati area over the next year. FHWA and FTA views the Certification Review as an opportunity to cooperatively assess the transportation planning process within your region per federal requirements. A Certification Review is accomplished through three phases including a desk review, site visit, and documentation of the process in a report.

The desk review is anticipated to take place in October 2016. The intent of the desk review is for FHWA and FTA to identify any items or issues requiring specific discussion during the site visit. A review of OKI’s planning documents will be conducted as part of the desk review. After completion of the desk review a list of topics and questions to prepare for the site visit will be provided to your staff.

As coordinated and confirmed with your staff, the site visit of the certification is scheduled for December 13-14, 2016. The site visit will be conducted at the OKI office where the review team consisting of staff from the FHWA and FTA will meet with your staff, representatives of area transit operators, the Kentucky Transportation Cabinet (KYTC), the Indiana Department of Transportation (INDOT) and the Ohio Department of Transportation (ODOT). As part of the site visit, the review team will be available to listen to the public during a public meeting. Representatives from OKI, ODOT, KYTC, INDOT, transit operators and other interested parties are welcome to attend this public meeting. At the end of the site visit, a close out meeting will be held with your staff to summarize preliminary findings. You and members of the OKI Board of Directors are welcome to attend any or all parts of the site visit.

The review team will then prepare a report documenting the desk review and site visit. This report will include a summary of the issues discussed and any corresponding findings. Accompanying the delivery of the final report, the FHWA and FTA will also provide a joint certification finding.
This Certification Review is being done in the spirit of cooperation with the goal of enhancing the quality of the transportation planning process in the Cincinnati area. We will continue to work with your staff in this process to finalize activities surrounding the site visit. If you should have any questions or comments, please contact Mr. Andy Johns of FHWA at (614) 280-6850 or Ms. Vanessa Adams of FTA at (312) 886-0309.

Sincerely,

[Signature]

For: Laura S. Leffler
Division Administrator
APPENDIX B

Federal Review Team Questions and Responses from OKI
Federal Review Team Questions and Responses from OKI
The Review Team provided OKI the following questions for their response in advance of the site visit. Written responses to each question are in italics below. Clarifying editorial comments from the Review Team are provided in bold italics.

Progress on Recommendations from 2013 Certification Review

1. How has OKI made progress on the following three (four) recommendations from the 2013 Certification Review?

Recommendation 1: OKI is encouraged to include transportation security in its project prioritization process and to develop a continuity of operations plan (COOP) so that critical agency functions may continue during an emergency.

With the passage of the SAFETEA-LU in 2005, security became a separate, stand-alone planning factor to be reflected in, and coordinated between, both statewide and metropolitan planning processes, and consistent with security planning and review processes, plans and programs. In late 2012, MAP-21 introduced new requirements related to regional security in the form of asset management. In December 2015, as the 2040 Plan was being updated, the Fixing America’s Surface Transportation FAST Act was passed. The FAST Act expands the scope of the metropolitan planning process to include the consideration of improving transportation system resiliency and reliability. It also encourages MPOs to consult with officials responsible for risk reduction from natural disasters. OKI has completed a number of regional and sub-regional plans or studies. Many of these documents include security-related recommendations for future implementation. Maybe more importantly, OKI’s partnership with local first responders has resulted in the development of RAVEN911. RAVEN 911 is a GIS-based platform of data needed for police, fire, public works, etc. to react and potentially avoid or minimize safety or security problems resulting from natural and man-made disasters. OKI was the lead partner in technology development for this widely acclaimed program.

Please see the chapter on Regional Security in the 2016 Update of the OKI 2040 Regional Transportation Plan. http://2040.oki.org/regional-security/

OKI prepared a Continuity of Operations Plan in March 2016. A copy may be provided upon request.

Recommendation 2: The Kentucky Transportation Cabinet is encouraged to work with OKI in the spirit of the 3-C planning process to address CMAQ expenditures in the Northern Kentucky portion of the OKI region. Increased cooperation in this area would lead to more effective programming of projects and greater consistency among regional CMAQ expenditures.

OKI’s role in CMAQ for Northern Kentucky is limited to providing a regional priority to KYTC Office of Local Programs along with providing assistance to local sponsors when requested. OKI provides a ranking based on the estimated emissions reduced per dollar cost of the project. Funding decisions on CMAQ for NKY remain outside of OKI.
**Recommendation 3:** To take Regional planning for operations to the next level, the following actions are recommended:

- Developing a regional concept for operations

Although management and operations (M&O) strategies are increasingly being recognized as important by transportation planners and operators today, in most regions the metropolitan transportation plan (MTP) still tends to be largely “project-focused,” and it is often difficult to clearly identify M&O strategies in the plan. Moreover, while the MTP typically includes a range of goals, there is limited development of measurable regional operations objectives and tracking of actual system performance against those objectives. Source: FHWA website.

This is true to some extent. As the MPO, OKI is not the owner or operator of transportation infrastructure. However, OKI is an active partner in several areas. Following are examples of generally recognized Management and Operations Strategies and the level at which those are supported, funded or administered by OKI since the 2012 Certification Review.

- Traffic incident management - OKI developed the nation’s first freeway management system - ARTIMIS and remains supportive of the operations that are now overseen by OHGO. Norwood Lateral queue warning system, Dearborn traffic management system
- Traffic signal coordination - Funding obligated for Montgomery Road Cincinnati and Norwood, Montgomery (US-22), Evendale and Mason signal upgrades, Clermont ITS Phase 2
- Traffic signal priority - OKI supports and encourages implementation where appropriate
- Freight Management - OKI provided CMAQ funds for Cinti Barge and Rail Terminal Project. Freight Plan in place with prioritized list of projects
- Work Zone Management - No direct OKI role, however many of the projects funded by OKI involve maintenance of traffic activities
- Special Event Management - OKI supports but has no direct role
- Road weather management - OKI supports but has no direct role
- Congestion pricing - Staff participated in ODOT’s Active Traffic Demand Management Program study
- Managed lanes - Staff participated in ODOT’s Active Traffic Demand Management Program study
- Ridesharing program - OKI administers this program which includes Guaranteed Ride Home, vanpool and Banks HOV parking programs
- Parking management - OKI funded the Banks Parking Management and Wayfinding project
- ITS Architecture & Strategic Plan - OKI updated plan with stakeholder involvement in 2016, Dearborn traffic management ITS project
- Performance Measures - Development is well underway; awaiting final guidance. The OKI website for PM’s is current and actively managed

Operations is a somewhat general term that requires a high degree of specificity before it comes to implementation. For example, an “intersection improvement” is a somewhat general operations improvement until the specifics are known (i.e. reconstruct as a roundabout or add turn lanes, etc.). The OKI 2040 Plan has a number of general recommendations that would be defined as management & operations. Individual projects are impractical to list individually, but in addition to the project list are numerous supporting recommendations that promote
and support operations.

For those projects seeking OKI sub allocated funds, the Project Prioritization Process places a high emphasis on maintaining and operating existing facilities. No formal operations committee has been formed but OKI, as well as our state partners, have funded and implemented numerous projects that are consistent with a concept for operations.

Further, OKI participated in a study with ODOT on Active Traffic Demand Management and supports its recommendations. Recommendations include ramp metering, hard shoulder running, variable speed limits, bus on shoulder and others. Another effort was initiated to explore opportunities to partner with ODOT and local communities for traffic signal coordination and optimization. OKI identified two corridors of opportunity and convened local communities along US-127 and US-22 in Hamilton County. The program is on hold due to funding constraints.

Travel time and travel speed are metrics the OKI is collecting, processing and publishing to evaluate operations performance. OKI is making great progress on the use of HERE and INRIX data for this purpose.

- Migrate from surrogate measures to the use of direct real-time travel reliability data. Reliability is not a real-time measure. It is the result of collection of travel time over time. OKI is collecting and processing the travel time data that will be used to estimate reliability.

- Establishing an operations committee. The ICC continues to fill a variety of functions as the technical advisory committee to the OKI Board of Directors. Staff sees no need to create an additional committee. Members of the ICC serves on the Performance Measures subcommittee, the Prioritization Subcommittee and some on the Environmental Justice Advisory Committee. These members are representatives in most cases of the agencies that are the owners and operators of all modes of transportation responsible for optimizing their systems.

- Amending the regional ITS architecture so that it provides a mechanism to feed data to the CMP and advance ITS projects. ITS architecture is up to date. The OKI Board adopted the updated architecture in July 2016. Technically the ITS Strategic Plan is the mechanism (not the architecture) by which projects are identified. The ITS Strategic Plan is current and several of the projects are included in the OKI 2040 RTP.

Recommendation 4: It is strongly recommended that INDOT increase its participation and cooperation in the OKI regional transportation planning process so that INDOT provides input on project selection and items that impact programs beyond Indiana’s borders in a timely manner.

OKI’s current president is from Dearborn County. Relationships with the County and INDOT have never been better. Indiana members, like all OKI Board members weigh-in on all projects.
and vote on all projects including those in Ohio and Kentucky. At the request of Dearborn County Commissioners, OKI conducted the Bright 74 Study. The multimodal transportation study evaluated improvement options for the Bright, Indiana area. The OKI Board adopted the recommendations in November 2016.

**Air Quality**

1. Describe how a project is evaluated for air quality and determined to be exempt or non-exempt from analysis.

   *The project is reviewed to determine if is an exempt project type as listed in §93.126. A detailed project description and discussion with the project sponsor are considered. If necessary, OKI staff may request assistance in making the determination from members of the Interagency Consultation Group. If a project is determined to be non-exempt, it is assigned an air quality analysis year based on its “open to traffic” date and coded as part of the travel demand model network. A run of the OKI Travel Demand Model and emission rates from the MOVES model, yields emission quantities that are compared to accepted mobile source emissions budgets. Details of OKI’s air quality conformity process can be found in the conformity technical documentation to the OKI 2040 Metropolitan Transportation Plan.*
   

2. Describe how/when interagency consultation is initiated for MTP & TIP updates and amendments, including who initiates interagency consultation.

   *OKI informs the interagency consultation group (IAC) of all updates, amendments or modifications to the MTP & TIP. When a conformity determination is required, OKI initiates interagency consultation with the IAC and informs the IAC of the non-exempt projects that are triggering the new conformity determination and the need, if any, for a new regional emissions analysis. OKI also requests review and comment from the IAC. If a new regional emissions analysis is required, the IAC will be provided with a draft of the conformity analysis documentation before its release on OKI’s website and its availability for public comment. All IAC and public comments are included in the final conformity documentation.*

3. Describe how amendments to the MTP are evaluated with regards to conformity, including how your agency determines whether to rely on previous emissions analysis or complete a new regional emissions analysis.

   *A conformity finding is required, if the amendment to the MTP involves changes in timing and scope of a non-exempt project. If the non-exempt project is not regionally-significant, the conformity determination may rely on a previous emission analysis and a short conformity report. If the non-exempt project is regionally-significant, with major changes to timing and scope, a new regional emissions analysis will be prepared. A conformity decision tree diagram for changes to the MTP and TIP is included in the OKI Participation Plan as Figure 1-1.*

**Congestion Mitigation/Air Quality (CMAQ) Program**

1. Describe how the projects are solicited and selected for the CMAQ program?
In Ohio, the CMAQ program is managed by the Ohio Statewide Urban CMAQ Committee (OSUCC). The OSUCC consists of members from the eight urban MPO’s in Ohio, and is a subcommittee of the Ohio Association of Regional Councils (OARC). The project solicitation and selection process is conducted biennially or as the OSUCC determines appropriate. The OSUCC has agreed upon a statewide project prioritization process. OKI announces the solicitation to its committees, receives the applications and provides preliminary scores for the statewide prioritization process. The scores are reviewed by the OKI Intermodal Coordinating Committee (ICC) and the rankings approved by the OKI Board. The OSUCC committee reviews all scored projects statewide and makes a recommendation to the OARC Executive Directors. The OARC Executive Directors make the project selections.

The Kentucky CMAQ program is managed by the KYTC Office of Local Programs. OKI announces the call for projects to its committees, receives a copy of the CMAQ application and provides a regional prioritization to KYTC. OKI’s regional prioritization is a quantitative process, using a cost-effectiveness formula of emissions reduced per CMAQ dollar requested. It uses the same quantitative methodology and tools adopted by OSUCC. The OKI ICC confirms the regional prioritization.

Indiana has a CMAQ project solicitation twice a year, in January and July. Applications are submitted to the MPO’s and reviewed by the Indiana MPO council. If necessary, OKI uses the OSUCC scoring system to make a regional prioritization.

2. Describe the process the MPO uses to request CMAQ eligibility determinations for projects, including when such requests are submitted as it relates to the project development process and/or the planning process. (i.e. before including in TIP, after included on approved S/TIP, before NEPA completed, etc.)

OKI provides a CMAQ justification document to ODOT or INDOT after inclusion of the project in the TIP and STIP. The CMAQ justification document includes a brief description of the project, the amount of CMAQ funds programmed, and details of the emissions analysis showing the project’s estimated impact on vehicle emissions. The OSUCC methodology is used for estimating the emissions impact. OKI requests ODOT/INDOT to make a CMAQ eligibility determination and attaches the CMAQ justification document. For Kentucky CMAQ projects, any OKI involvement in CMAQ eligibility occurs only as requested by KYTC.

3. Who is responsible for ensuring CMAQ eligibility requests are submitted? Who is responsible for completing emissions analysis (i.e. MPO, Project Sponsor, State DOT, consultants)?

The MPO is responsible for CMAQ eligibility requests and completed emissions analysis for Ohio and Indiana projects.

4. If the MPO develops emissions analyses, please describe the process used for developing CMAQ project emissions analyses. Please describe any tools or standard factors used in such analyses.
OKI uses the OSUCC adopted methodology for performing the emissions analysis. The spreadsheet tool contains a standard calculation methodology for most potential project types. The emission factors are generated by MOVES2014 using Columbus OH local parameters. The same emission factors are used statewide, for all CMAQ emissions analyses.

Laws and Regulations pertaining to Title VI including Environmental Justice

1. What goals, policies, approaches, and measures has the MPO adopted to monitor, assess, and document compliance with Title VI and other non-discrimination requirements?

   In addition to FTA guidance, OKI has been able to monitor, assess, and document compliance with Title VI and other non-discrimination requirements through various means. They include staff’s collaborative efforts with its Environmental Justice Advisory Committee (EJAC) which continues to be very productive in assisting the evaluation of Title VI compliance as have the Title VI Baseline Assessment reports submitted to the Ohio Department of Transportation (ODOT) and the Kentucky Transportation Cabinet (KYTC). In addition, the most revealing assessment of OKI’s commitment to Title VI has been the review of the Environmental Justice (EJ) maps identifying the location of its Minority, Low Income, Elderly, People with Disabilities and Zero-Car households enhanced by an overlay on the maps of transit service areas and the distribution of Transportation Improvement Projects (TIP) in the OKI region.

2. Does the MPO include a standard non-discrimination statement on its public documents? If so, please describe which documents include such a statement.

   Yes, a standard non-discrimination statement is included within our public documents. This includes OKI’s Unified Planning Work Program (UPWP), Participation Plan, Title VI Program and 2016-2018 Disadvantaged Business Enterprise (DBE) Program.

3. Does the MPO have a designated Title VI Coordinator who has easy access to the MPO Executive Director?

   Yes, the designated Title VI Coordinator has easy and direct access to OKI’s Executive Director.

4. Describe the MPO’s procedures for accepting and processing complaints of discrimination based on race, color, national origin, sex, age, and/or disability?

   Any individual who believes he or she has been discriminated against on the basis of race, color, national origin, sex, age, and/or disability by OKI may file a Title VI complaint by completing and submitting OKI’s Title VI Complaint Form. A Title VI link is found on the home page of www.oki.org or navigate from home page and select Programs (within the link, select Title VI Program). In addition, hard copies are available at the OKI office lobby or by reaching out to Title VI Coordinator, Florence Parker, fparker@oki.org, direct phone 513-619-7686 or in-person.

   The complaint must be filed within 180 days after the alleged incident. Once the complaint is received, OKI will review it to determine if it has jurisdiction and the complainant will receive an acknowledgement letter stating whether the complaint will be investigated by OKI.

   OKI has ten business days to investigate the complaint. If more information is needed to resolve the case, OKI may contact the complainant via certified letter. The complainant has ten business days from the date of OKI’s 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, OKI can administratively close the case. The case can also be administratively closed 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.

A 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 OKI’s letter or the LOF to do so.

The individual 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).

5. Since the last Certification Review, has the MPO received Title VI and/or other non-discrimination complaints?

No, OKI has not received any Title VI and/or other non-discrimination complaints since its last Certification Review.

6. Describe the process by which protected groups and those “traditionally underserved” can comment on the UPWP, the TIP, the Transportation Plan, and other documents prepared through the planning process.

Members of protected groups and the “traditionally underserved” individuals are able to comment on OKI’s transportation planning process at several different junctures. OKI’s UPWP, TIP and Transportation Plan are posted on its website for review and comment. The general public is invited to Public Meetings to provide input on a variety of planning studies and invited to Public Hearings to provide public comment on the draft of the Regional Transportation Plan update, draft of the TIP update or amendments to the Plan. Members of OKI’s EJAC review and score the applicant’s response to the EJ question on the STP, SNK and TA applications for funding. There is also a segment at the end of each OKI Board Meeting to receive comments from the public.

In addition to the aforementioned, documents prepared through OKI’s planning process are posted on its website, www.oki.org, for review and comment. Individuals can also comment or initiate dialogue through OKI’s Facebook page.

7. Describe how public involvement activities conducted may influence transportation investment decisions and policies of the State, MPO, and public transit agency/agencies?

In recent years OKI staff has conducted two transportation planning studies – KY 536 Scoping Study to propose alternatives for improving east-west connectivity between KY 17 and the Kenton/Campbell County line and the Bright 74 Study to investigate options for improving safety, access and other travel needs between an unincorporated Bright area and interstate 74. For each study area there was opportunity for ample participation via each study’s public involvement plan, an advisory committee, a study team or project development team. The KY 536 Scoping Study resulted in the general public in the area recommending a preferred alternative. The residents of Bright, IN preferred not to make any recommendations at this time.
The decision by each study community will be respected by OKI staff but those decisions will influence OKI’s transportation investment decisions and policies as staff plans for the future of its eight-county region.

8. Describe any measures (such as multimodal access, travel time, timing of projects) that are used to verify that the MTP and the TIP comply with Title VI and other non-discrimination requirements?

OKI has identified five target population groups for whom the impacts of its transportation projects are evaluated in accordance with federal and state Environmental Justice guidelines. These population groups include Minority, Low Income, Elderly, Persons with Disabilities and Zero-Car households.

OKI employs an impact assessment to evaluate the effects that proposed MTP and TIP projects may have relative to socio-economic factors. The impact assessment consists of both quantitative and qualitative measures used to assess whether the proposed projects have any adverse or disproportionate impacts on OKI’s target population groups as well as ascertain whether benefits are equitably distributed. Examples of such assessments include average travel time by auto to work, non-work average travel time by auto, accessibility of residents from EJ communities to other parts of the region, evaluation of the number of EJ families and businesses displaced during the implementation of transportation projects and accessibility to jobs, healthcare, shopping and post-secondary education by public transit. Consideration of such impacts is not only required by law, but is simply good planning.

At the conclusion of the recent update of OKI’s 2040 Regional Transportation Plan, it was determined that nearly 85%, or over $5.8 billion, of its total recommended expenditures are within EJ communities.

9. Describe the coordination between the MPO, State DOT, and the transit operators in assuring compliance with Title VI of the Civil Rights Act, as well as other non-discrimination requirements.

Even though OKI does not provide a transit service, it does provide on-going transit planning assistance to all federally-funded public transit systems in its region. The transit systems include Southwest Ohio Regional Transit Authority (SORTA), Transit Authority of Northern Kentucky (TANK), the Middletown Transit System (MTS), Clermont Transportation Connection (CTC), Warren County Transit Service (WCTS) and the Butler County Regional Transit Authority (BCRTA).

Congestion Management Process (CMP)/Performance Based Planning and Programming (PBPP)

1. Describe how the CMP has been fully integrated into the overall metropolitan planning process.

The CMP has been integrated into several aspects of OKI’s transportation planning process. OKI has developed a project prioritization process, which is a scoring system intended to assist selection of worthy highway, transit, bike, pedestrian and freight projects for the MTP and TIP. Public input and the OKI Board of Directors determine the final recommended list of projects. A similar, but distinct and more rigorous scoring system, has been developed for the TIP. The level of congestion is an important criterion in the roadway project scoring. It was most recently
modified in 2015 in preparation for the 2016 update to the MTP. The latest modification incorporated several regional performance measures, including congestion. The process makes best use of available data and emphasizes the use of a performance-based planning approach. It provides a systematic methodology to ranking the numerous projects that need to be evaluated in the development of a financially constrained MTP and TIP. Routine maintenance projects are not included since they are of high importance and are assumed to be part of the MTP. A numeric ranking for each project is determined for a relative comparison with other projects. The 100-point scoring system consists of scoring criteria to accommodate each mode (roadway, transit, bicycle/pedestrian, or freight) and a set of criteria that applies to all projects. Details on the congestion scoring criteria are provided under Question #2.

The CMP also recommends transportation demand management strategies, traffic operational improvements, ITS technologies and expanded public transportation as congestion management strategies. Many of these strategies are included in the MTP project recommendations.

The CMP is further integrated into the transportation planning process by utilizing the observed speeds, collected as part of the CMP, in the validation and calibration of OKI’s Travel Demand Model.

2. Explain how the CMP leads to the development of programs and projects contained in the Metropolitan Transportation Plan (MTP) and TIP? How are these activities supported in the UPWP?

Information from the CMP is used in the development of the MTP and TIP through the OKI project prioritization process. The travel time index (TTI), as found in the CMP, and derived from the National Performance Management Research Data Set (NPMRDS), is used to score congestion for roadway projects. Data supplied by INRIX is used to supplement the NPMRDS as needed. Peak period travel time index values are categorized into low, medium and high. Projects with a TTI value of <1.2 are categorized as low congestion and given 0 points, TTI values from 1.2 to 2.0 exhibit medium congestion and projects are awarded 3 points and projects with TTI values equal or greater than 2.0 are high congestion locations and score 5 points. On roadways where a TTI value is not available, level-of-service values from OKI’s Travel Demand Model are used. For freight projects, the potential impact on rail and roadway congestion is considered as a scoring criterion. A second congestion scoring criterion qualitatively awards up to five points based on how the proposal alleviates the current level of congestion.

The UPWP supports CMP activities and the use of CMP in the planning process. Specifically, work task 610.1 encompasses these activities.

3. Has OKI done any work related to target setting? (i.e. discussions with committees, discussions with ODOT, etc.)

The OKI Performance-Based Planning subcommittee of the Intermodal Coordinating Committee meets periodically to discuss performance measures and target setting. OKI has established performance measures for several MTP performance goal areas including safety, infrastructure condition, congestion and mobility, environmental sustainability, and economic vitality. OKI maintains a performance management website, performance.oki.org, which tracks regional performance measures. As final federal rules become available and states begin to decide on
targets, committee discussions will increasingly focus on decisions to support state targets or adopt regional targets. When targets are adopted, they will be included on the performance website.

4. Has OKI considered how the TIP can be utilized to link investment priorities to anticipated performance targets?

Recommended projects in the OKI MTP are linked to the performance goal areas (investment priorities). TIP projects have also been linked to the performance goal areas, and it is anticipated that more details on each project’s contribution to performance targets will be included in the upcoming FY2018-FY2021 TIP.

5. Has OKI started to coordinate with partner agencies to develop specific written provisions for cooperatively developing and sharing information related to transportation performance data per 450.314(h)(1)?

OKI has begun discussions with partner agencies regarding incorporating the collection, maintenance, and sharing of transportation performance data into planning agreements.

**Integrating Freight in the Transportation Planning Process**

1. Explain how OKI’s transportation planning process integrates the freight related planning factors found in 23 CFR 450.306(b).

Since 2011, OKI has had a Regional Freight Plan in place to guide freight related planning activities. The OKI Freight Plan recommendations work to remedy freight deficiencies to keep the region competitive in the future and build on the region’s freight transportation assets as a driver of economic development. In order to keep the OKI 2040 Regional Transportation Plan updated to USDOT freight standards, staff has incorporated the OKI Regional Freight Plan into the last three updates to the OKI 2040 Metropolitan Transportation Plan (2008: SAFETEA-LU; 2012: MAP-21; and 2016 FAST Act guidelines).

23 CFR 450.306(b) states that the metropolitan transportation planning process shall be continuous, cooperative, and comprehensive, and provide for consideration and implementation of projects, strategies, and services. Following each USDOT planning factor below, the complimentary and appropriate OKI freight-related goal is listed. In evaluating potential freight project recommendations, OKI seeks to establish a common link between national freight goals and the regional transportation goals. All recommendations in the OKI Regional Freight Plan were evaluated and found to contribute to one or more freight-related goals. In addition, OKI’s Prioritization Process has included a freight component since 2007. The Prioritization Process is consistently honed and updated to reflect the most current freight data available for quantifiable transportation planning analysis.

- **USDOT Factor:** Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
• OKI Freight Goal: To promote economic development by providing freight connections for new and expanded businesses or lowering shipping costs for businesses in the region in order to stabilize and advance regional economic vitality.

  o USDOT Factor: Increase the security of the transportation system for motorized and non-motorized users;
  • OKI Freight Goal: To improve safety (such as those that address high crash rates), projects that reduce hazards (such as a railroad grade separation), and projects that address freight system security, including hazardous material spills and natural or human disasters.

  o USDOT Factor: Increase accessibility and mobility of people and freight;
  o USDOT Factor: Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
  o USDOT Factor: Promote efficient system management and operation;
  o USDOT Factor: Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation;
  o USDOT Factor: Enhance travel and tourism.

• OKI Freight Goal: To improve freight mobility by reducing congestion or developing better connections between modes of transportation in the region in order to enhance freight mobility and intermodal connectivity.

  o USDOT Factor: Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
  • OKI Freight Goal: To promote environmental protection through improved air quality and reduced energy consumption. Reduce harmful impacts of truck emissions to human health by utilizing rail and inland water movements to divert freight from trucks.

  o USDOT Factor: Emphasize the preservation of the existing transportation system;
  • OKI Freight Goal: To improve or preserve the condition of existing freight infrastructure, including deficient railroad track, deficient bridges, or highway pavement heavily distressed by truck traffic.

2. How is the freight community engaged in the planning process, particularly in the development of the transportation plan and TIP?

Several OKI Board members work in the freight industry directly or in related fields. Examples include, but are not limited to the following: Tom Voss, DHL Global Forwarding; Candace McGraw, CEO of the Kenton County Airport Board; Laura Brunner, President/CEO of the Port of Greater Cincinnati Development Authority; Trey Grayson, President/CEO of the Northern Kentucky Area Chamber of Commerce; Jill Meyer, President/CEO of the Cincinnati USA Regional Chamber; and, Eric Kranz, Executive Director of the Dearborn County Chamber of Commerce. The OKI Board receives monthly presentations from staff during every OKI MTP update. An environment of discussion and input is supported during each presentation. In 2015, OKI hosted the joint Ohio Conference on Freight and the Mid-America Freight Coalition along with participation with the Ohio Department of Transportation, the Kentucky Transportation Cabinet, the Indiana Department of Transportation and the Federal Highway Administration. Numerous
OKI Board members not only attended this comprehensive forum which spanned Ohio, Kentucky, Indiana and the 10-state mid-America freight region, but several also volunteered alongside staff to carry out conference sessions, tours and other activities.

OKI is an active member, including the Executive Director holding a board position on the Tri-­State Logistics Council (TTLC). TTLC is a non-profit organization that represents businesses in the transportation and logistics industries, affiliated firms that provide goods and services, government agencies, community organizations, and educational institutions. TTLC works with members to spur regional economic development, create jobs, and invest in infrastructure and education to drive growth in logistics, transportation, supply chain and construction resources. OKI has hosted numerous TTLC meetings. Just this past summer, OKI worked with the TTLC to conduct a survey of its members to identify freight needs across the region. TTLC used OKI’s 2040 MPT recommendations as a foundation for the survey. The top priorities, all recommendations included in OKI’s 2040 MPT, of TTLC members were:

<table>
<thead>
<tr>
<th>Hamilton</th>
<th>Brent Spence Bridge</th>
<th>IR 71/IR 75 bridge over the Ohio River</th>
<th>Construct new I-71/I-75 bridge adjacent to the existing Brent Spence Bridge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hamilton</td>
<td>US 42 (Reading Rd)</td>
<td>Clinton Springs to Paddock</td>
<td>Add one lane &amp; Intersection improvements</td>
</tr>
<tr>
<td>Butler</td>
<td>Tylersville Rd</td>
<td>I-75 ramps</td>
<td>Interchange modification</td>
</tr>
<tr>
<td>Clermont</td>
<td>Aicholtz Rd</td>
<td>Eastgate Blvd to Glen-Este-Withamsville</td>
<td>Add one lane each direction</td>
</tr>
<tr>
<td>Hamilton</td>
<td>Western Hills Viaduct</td>
<td>Western Hills viaduct spanning the CSX Queensgate Yard</td>
<td>If replacement of viaduct is warranted, design new structure with fewer pilings</td>
</tr>
<tr>
<td>Hamilton</td>
<td>Hopple St Passing Track and Crossovers</td>
<td>CSX Queensgate and NS Gest Street Yards</td>
<td>Reconstruct portion of the Hopple St. Viaduct to provide additional horizontal clearance</td>
</tr>
</tbody>
</table>

OKI works in partnership with the Central Ohio River Business Association (CORBA) to identify potential intermodal (barge to rail/barge to truck) needs. Sharing resources and staff planning expertise to assist private freight stakeholders voice their concerns and challenges. Most recently, OKI staff have partnered with CORBA members and other regional freight stakeholders to conduct a survey of Ohio River freight-related businesses with the application of a GIS-based mapping tool. The information collected will provide an interactive mapping web-tool to the public with the most up-to-date information on river freight activity throughout the Ports of Cincinnati and Northern Kentucky (a 15 county area).

OKI attends and participates in Hamilton County, Butler County, Warren County and Clermont County Transportation Improvement District (TID) monthly meetings with transportation stakeholders where freight improvements and needs are regularly discussed. The counties input is critical to every update of the OKI MTP. In addition, OKI routinely attends the Kentucky State Freight Conference.

Through all these activities and partnerships, OKI staff and elected officials engage with the freight community to identify transportation issues, concerns and opportunities and garner public support to feed directly into OKI’s transportation planning process whether that be the development and consideration of freight recommendations in the 2040 OKI MTP or applications in response to OKI calls for CMAQ project applications from our LPAs. One of most robust
features of 2040 MTP this year, are the online, interactive freight maps available for public use. This data is incredibly valuable especially in relation to freight planning across our region. Knowledge is power – OKI has been told this time and time again.

3. Is the involvement of the freight community in the planning process a sustained, ongoing collaborative effort?

Absolutely, OKI is continuing to build upon the relationships and successes we have had with the freight community in order to take them to the next level. OKI is planning for even greater collaboration with freight stakeholders from across our region by examining staff opportunities for the coming year and beyond. The goal is to work with regional freight partners to identify opportunities for collaboration and elevate feasible freight projects to more proactively address needed freight improvements. Some new, innovative freight planning activities being considered include, but are not limited to the following:

- Develop OKI proprietary statistics on multi-modal freight movements (commodity flow), volume (ADT), tonnage, value, employment, investments/expansion, etc.
- Track and analyze data (freight statistics and regional project investments) to provide historical reference and future forecasts (growth/decline, performance measures, etc.)
- Further engage all components of freight for trends, impacts and analysis on freight issues at the local, state, federal and global level

To further sustain freight partnerships, continued collaboration and an exchange of critical issues and potential solutions at the national level, OKI is an active member of the Coalition for America’s Gateways and Trade Corridors (CAGTC). OKI has received information on important federal freight legislation and built relationships with other regions across the U.S. to learn from one another’s freight experiences, and more importantly, plan for our freight futures.

4. What have been some of the outcomes from the participation of the freight community in the planning process?

**OKI CMAQ funded projects are being implemented:**

(1) Cincinnati Barge and Rail Terminal’s (CB&RT) purchase of a new, more efficient material handler and construction of a new crane pad was encumbered for $841,166 in CMAQ funds on 9/22/16.

**Project Description:** Before this project, the CB&RT facility operated at 35% capacity and serviced 200 barges per year. This project will expand the business of the facility by handling potentially 1200 barges per year. This equates to an additional 2 or 3 barges per day. As each barge takes 70 or more trucks off the road and each railcar takes 5 or more trucks off the road, this project will reduce both Vehicle Miles Traveled (VMT) and Vehicle Hours Traveled (VHT) thus having a significant impact on emission reductions. Project improvements will result in shorter shipping time frames for shippers and greater reliability, thereby increasing the productivity of the site and its competitive position to attract and retain business. In addition, the new material handler will reduce fuel consumption, be cleaner and more efficient, operate more quietly and also work to improve productivity/output.

(2) In the upcoming months, OKI will be working with Genoese & Wyoming Railroad on another CMAQ awarded project to construct a second track adjacent to the “King-Wade” siding located along the US 50/Ohio River freight corridor east of Downtown Cincinnati. The new siding
will add rail car storage capacity and free up the “Wall Track” which is dedicated for Cincinnati Bulk Terminal movements. This $1.16M project will reduce mobile source emissions and promote strategies that reduce truck travel while increasing the movement of goods through the OKI region.

**OKI support of and collaboration with CVG**

What began with OKI’s inclusion of CVG’s vision for Air Hub Cargo in the 2011 Regional Freight Plan has come to fruition through OKI’s partnership with Boone County, Kentucky Transportation Cabinet, Cincinnati/Northern Kentucky International Airport (CVG) and other private/public stakeholders. This collaboration has resulted in several critical SNK improvement projects supporting economic development and efficient freight movements surrounding CVG (refer to table below). Thanks to SNK investments, 11 sites have been development or are in the process of being developed for industrial and commercial use. This represents approximately 600 acres of previously land-locked, non-contributing parcels.

<table>
<thead>
<tr>
<th>Project/Facility</th>
<th>Project Description</th>
<th>OKI Investment/ Total Project Cost</th>
<th>Project Status</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Airfield Road</td>
<td>Ted Bushelman Boulevard: Construction of a new roadway from KY 842 (Houston Road) to the intersection of KY 717 (Turfway Road) and KY 1017 (Aero Parkway) including a multi-use path</td>
<td>$12,600,000 (SNK=$14,070,828)/ $26,772,892 (OKI=$19,514,987)</td>
<td>Completed</td>
<td>2012</td>
</tr>
<tr>
<td></td>
<td>KY 1017 (Aero Parkway): Construction of a new roadway from KY 18 (Burlington Pike) to the intersection of KY 717 (Turfway Road) and KY 1017 (Aero Parkway) including a multi-use path</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wendell Ford Blvd</td>
<td>Extension of current Wendell Ford Blvd from CVG and DHL to Aero Parkway</td>
<td>$2,576,717/ $3,972,120</td>
<td>Construction</td>
<td>FY 17</td>
</tr>
<tr>
<td>Veterans Way</td>
<td>Two-lane extension of existing Veterans Way between KY 18 (Burlington Pike) and KY 237 (Camp Ernst Road)</td>
<td>$1,661,000/ $2,898,000</td>
<td>Construction</td>
<td>Spring 2017</td>
</tr>
<tr>
<td>KY 717 (Turfway Road)</td>
<td>Improve the safety at the 90 degree curve near CVG</td>
<td>$2,900,000/ $2,900,000</td>
<td>Planning ROW/Utilities Construction</td>
<td>FY 17 FY 18 FY 19</td>
</tr>
<tr>
<td>Ted Bushelman Blvd</td>
<td>Addition of a center, two-way left turn lane to accommodate upcoming development from KY 1017 (Aero Parkway) to Doering Drive</td>
<td>$1,008,000/ $1,035,000</td>
<td>SNK funding request approved October 2016</td>
<td>FY 19</td>
</tr>
<tr>
<td>I-275</td>
<td>I-275/KY 212 interchange and KY 20 reconstruction</td>
<td>$0/ $25,310,000</td>
<td>On hold, but still listed in the TIP</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**Implementation of the OKI Regional Freight Plan**

OKI has made great progress in implementing recommendations of the OKI Regional Freight Plan. The Plan contains a total of 58 recommendations to address regional freight existing and future deficiencies with 12 high priority freight recommendations for the region at a total estimated cost of over three billion dollars. Since adoption of the Freight Plan in August 2011, eight of the 12 regional, high freight priorities are underway in some fashion:
Completed and/or under construction: I-75 Mill Creek Expressway and Thru the Valley – and I-471 Reconstruction at I-275.

Pursuing funding: Brent Spence Bridge

Studies concluded or recommended for further study in order to identify the preferred improvement on which to take action:

- East Sharon Road Truck Safety Study was funded by the Hamilton County TID and resulted in a preferred alternative improvement.
- CVG’s 2035 Master Plan Update (CVG Air Cargo Park), completed in June 2013, includes many road improvements to increase freight connectivity to the airport and spur the development of airport property for air-cargo related businesses (discussed above).
- Grand Avenue Improvement, Taylor Mill was addressed in a short-term improvement to Ritte’s Corner which is completed and “redrafted” into a long-term recommendation for a Decoursey Freight Corridor Scoping Study as directed by the 2014 Kenton County Transportation Plan.

Private/public partnerships have been forged through signed Memorandums of Understanding and/or collaborative efforts:

- The Port of Greater Cincinnati Development Authority (Port Authority) has definitely “activated” the “Port” in their agency’s name” by completing a 2013 report on the Economic Impact of the Cargo Activity of the Port of Cincinnati. Furthermore, the Port Authority invested critical staff time and resources serving as the lead agency in spearheading the effort to redesignate the Port of Cincinnati from 26 miles to 226 miles with the US Army Corps of Engineers.
- Regional Public/Private Freight Rail Partnership

Fiscal Constraint

1. Describe the MPO’s process for developing roadway maintenance cost estimates. We assume that maintenance expenditures is the intent of this question. Revenue and expenditure (cost) estimates are closely linked when discussing fiscal constraint. The process of developing roadway maintenance and all other categories are interrelated. In other words, the maintenance expenditures is a product of understanding all expenditures.

Estimated funding for transportation improvements for the OKI region is based on data from federal, state and local sources. Future funding levels expected for the planning period covering 2016 through 2040 were estimated based on past trends and through consultation with the Ohio Department of Transportation (ODOT), the Kentucky Transportation Cabinet (KYTC), and the Indiana Department of Transportation (INDOT). First, the base annual revenue is derived (averaged) from actual expenditure data. A discussion of this derivation is provided in the following text. OKI assumes the relative portions of spending by major category (described below) to remain the same through the planning period.

All three transportation agencies provided data for OKI’s use in deriving estimates for revenue. ODOT provided data for all projects for the Ohio portion of region covering the period of 2011 through 2015. KYTC provided historical information on federal and state expenditures for highway projects statewide for the years 2006 through 2014. INDOT provided data from Dearborn County over the period 1999 through 2010. Each state provided sufficient detail to identify the major project type. OKI collapsed the data into major categories of new highway
capacity, highway operations and maintenance, non-highway, transit capital, and transit operating and derived an estimate of the annual base year state and federal funding stream. To complete the base year funding picture, OKI estimated local highway and transit funding using OKI Transportation Improvement Program (TIP) information because it was not fully included in the DOT data sets.

- The local portion of local-let funded projects in Ohio was not included in the historical data provided by ODOT. Likewise, construction engineering (CE) was not included. OKI estimates the local-let projects to be 25 percent of all projects. The local share is assumed to be 20 percent which is typical of most projects. Construction engineering is assumed to be 10 percent of the total project cost.

- The local portion of Kentucky project costs was not included in the data provided to OKI. OKI estimates the portion of the total project cost to be five percent of total expenditures based on a review of the TIP. Therefore the total revenue estimates from KYTC historical records is increased by five percent.

- Historical Indiana revenue estimates are revised to include the amount of non-reported local funding provided by US-50 bridge projects in Lawrenceburg.

The estimated annual base year revenue amount available from all sources is adjusted to account for revenue growth. Based on secondary data discussed below, the revenues are adjusted based on guidance from each state. Indiana and Ohio are adjusted 1% per year. Kentucky is adjusted upwards 3.5% per year. The relative proportion for expenditures, such as the proportion of operations and maintenance (O&M) funds versus capital, are assumed to remain the same through the planning period. The total revenue for the planning period (2016 to 2040) is equivalent to the future value of a series of annual payments at the growth rate stated.

An estimated $17.47 billion (B) ($10.984B in Ohio, $6.19B in Kentucky, and $0.29B in Indiana) is expected to be available over the 25 year planning period of 2016 to 2040. These revenues are a mix of formula and non-formula funds. Formula-based funds are those that OKI or other local governments receive on an ongoing, annual basis and are therefore, repetitive and predictable. It is assumed that the non-formula based expenditures will continue at approximately the same levels plus some growth for inflation.

Once the revenues were identified for each state, the dollars available for new projects were determined by subtracting the funds equal to four years of base annual revenues to approximate the level required for currently programmed TIP projects and O&M and subtracting the funds attributable to transit formula funds. The remainder are the funds that can reasonably be expected to be available.

2. What is the State DOT’s/MPO’s process of documenting committed funding?
Once a program manager such as DOT or OKI commits federal funding to a project and a field review is conducted, a project ID is assigned and the funds are programmed in each state’s system (such as Ellis in Ohio, SPMS in Indiana), those federal funds are reflected in the OKI TIP through an administrative modification or an amendment. The TIP reflects the project phase,
source of funds and the fiscal year. Projects included in the TIP must also be included in or be consistent with the Transportation Plan. Each state has its own process for amending their STIP to reflect the MPO TIP’s. Ohio amends quarterly, KYTC and INDOT amend monthly.

3. Is the MPO’s constrained transportation budget tied to the MPO’s decision making process? If yes, describe the process.
Yes. Both the Plan and TIP operate on a fiscal constraint basis. OKI sub-allocated federal funding levels (for TIP projects) are provided by each of the state DOT’s. OKI works within these funding levels to identify a program of locally preferred investment options. OKI uses PL or CPG funds for transportation and land use planning (the 3C metro planning process). One product of the Planning process has yielded a robust project prioritization process.

OKI capital funds are allocated to local entities through the TIP Project Prioritization Process. Generally these include STP, TA and CMAQ (KY and IN). Applications are solicited and staff evaluates multimodal projects on a number of objective and subjective measures. These measures are consistent with the nine planning factors of the 2040 OKI Regional Transportation Plan.

For the 2040 Plan, project selection also relies on a Board approved project prioritization process similar to the TIP. This plan considers capital, operation and maintenance costs associated with the preservation and continued operation of the existing transportation system, as well as the costs associated with the recommended improvements presented in this plan. It also projects revenues (funds) from all sources that will be available to pay for the improvements. The process includes revenue estimation, cost analysis and a revenue/cost comparison to arrive at a fiscally constrained plan. Revenues and costs are tracked separately for Ohio, Kentucky and Indiana, respectively.

4. What do the MPO use to demonstrate both historical and future revenues sources? Provide documentation.
OKI works cooperatively with the state DOT partners as described above. Each of the states have provided past expenditures by project type which allows OKI to estimate the relative shares of expenditures. OKI assumes operational and maintenance items will remain relatively stable. Each of the states have also provided guidance on the revenue forecasts and Year of Expenditure cost for projects.

A significant part of OKI’s funding flows into the region from federal sources. Federal funding amounts are based on estimates of the region’s share of funds from programs authorized and appropriated by Congress. The region’s share of these federally funded programs is based on the assumption that current funding levels will rise between one and 3.5 percent per year through 2040. The current FAST Act programs provide funding for the region’s transportation system.

5. If applicable, how are anticipated or current State Infrastructure Bank (SIB) loans (i.e. debt service) identified in the MTP or TIP?

In late 2013, OKI committed to partner with ODOT and the City of Cincinnati to contribute $1M of Ohio sub-allocated STP funds for 25 years towards repayment of the SIB loan held by the City for the reconstruction of the IR 71/Martin Luther King. The OKI Board reaffirms its commitment
each time a call for projects is made. Upon approval the funds are identified in the current OKI TIP. State Infrastructure bank (SIB) loans are an option for transportation projects in the Ohio portion of the region only.
APPENDIX C

Site Visit Agenda and Sign-In Sheets
Site Visit Agenda
OKI Certification Review
December 13, 2016

9:00 A.M.  Welcome and Introductions

9:05 A.M.  Purpose of Federal Certification, Andy Johns, FHWA

9:15 A.M.  Overview of the Transportation Planning Process, OKI staff

9:30 A.M.  Begin Discussions (discussion leader(s) indicated for each topic)
  - Progress on Recommendations from previous Certification Review (FHWA and FTA)
  - Congestion Mitigation and Air Quality (CMAQ) Program (FHWA-OH)
  - Laws and Regulations pertaining to Title VI including Environmental Justice and ADA (FHWA-OH)
  - Congestion Management Process/Performance Based Planning and Programming (FHWA-KY)
  - Integrating Freight in the Transportation Planning Process (FHWA-KY)
  - Transit Planning (FTA)
  - Asset Management (FTA)
  - Fiscal Constraint (FHWA-IN)

12:00 PM  Lunch on Own/Break

1:30 PM   Resume Discussions

2:30 PM   Internal Federal Review Team Meeting

3:00 PM   Close Out Meeting

5:00PM    One-Hour Public Meeting – OKI Board Room
# Certification Review Sign-In Sheet – December 13, 2016

**Location:** OKI

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<tr>
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<td>John Leonard</td>
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APPENDIX D

Public Meeting Notifications and Sign-In Sheet
Cincinnati Federal Certification Review Public Notice

The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) are providing an opportunity for you to express your views on the transportation planning process in the Cincinnati area in an open public meeting. The meeting will be held from 5:00 PM until 6:00 PM on Tuesday, December 13, 2016 at the OKI Regional Council of Governments, 720 E. Pete Rose Way, Suite 423, Cincinnati, Ohio 45202.

This public meeting is part of a review that will assess compliance, with Federal regulations pertaining to the transportation planning process conducted by the OKI Regional Council of Governments, the Indiana Department of Transportation (INDOT), the Kentucky Transportation Cabinet (KYTC), the Ohio Department of Transportation (ODOT), public transit operators, and local units of government in the Cincinnati area.

If you are unable to attend the meeting in person, comments will be accepted until December 20, 2016 to either of the following individuals:

Mr. Andy Johns
Federal Highway Administration
200 North High Street,
Suite 328
Columbus, OH 43215
andy.johns@dot.gov

Ms. Vanessa Adams
Federal Transit Administration
200 West Adams Street,
Suite 320
Chicago, IL 60606
vanessa.adams@dot.gov

In accordance with the Americans with Disabilities Act and the Limited English Proficiency Order, if anyone requires assistance or translation services, please contact Florence Parker at fpar
ker@oki.org or 513-619-7686 or the Ohio Relay Service at 800-750-0750 by December 2, 2016.

CIN/Nov18/1/181715477
Cincinnati Federal Certification Review Public Notice

The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) are providing an opportunity for you to express your views on the transportation planning process in the Cincinnati area in an open public meeting. The meeting will be held from 7:00PM until 8:00PM on Tuesday, December 13, 2016 at the OKI Regional Council of Governments, 720 E. Pete Rose Way, Suite 420, Cincinnati, Ohio 45220.

This public meeting is part of a review that will assess compliance with Federal regulations pertaining to the transportation planning process conducted by the OKI Regional Council of Governments, the Indiana Department of Transportation (INDOT), the Kentucky Transportation Cabinet (KYTC) the Ohio Department of Transportation (ODOT), public transit operators, and local units of government in the Cincinnati area.

If you are unable to attend the meeting in person, comments will be accepted until December 20, 2016 to either of the following individuals:

Mr. Andy Johns
Federal Highway Administration
200 North High Street, Suite 328, Columbus, OH 43215
andy.johns@dot.gov

Mr. Vanessa Adams
Federal Transit Administration
200 West Adams Street, Suite 320, Chicago, IL 60606
vanessa.adams@dot.gov

In accordance with the Americans with Disabilities Act and the Limited English Proficiency Order, if anyone requires assistance or translation services, please contact Florence Parker at florencep@oki.org or 513-619-7686 or, the Ohio Relay Service at 1-800-222-7555 by December 7, 2016.

Aviso Público de Revisión de la Certificación Federal de Cincinnati

La administración Federal de Carreteras (FHWA) y la Administración Federal de Tranvías (FTA) por sus siglas en inglés le ofrecen la oportunidad para expresar su punto de vista en el proceso de planeación de transporte en el Área de Cincinnati en una sesión pública. La reunión se llevará a cabo el 13 de Diciembre de 2016, en el Consejo Regional de Gobiernos de OKI, 720 E. Pete Rose Way, Suite 420, Cincinnati, Ohio 45220.

La reunión pública es parte de una revisión que evaluará la conformidad con las regulaciones Federales relacionadas con el proceso de planeación de transporte llevado a cabo por el Consejo Regional de Gobiernos de OKI, el Departamento de Transporte de Indiana (INDOT por sus siglas en inglés), el Departamento de Transporte de Kentucky (KYTC por sus siglas en inglés), el Departamento de Transporte de Ohio (ODOT por sus siglas en inglés), operadores de transporte público, y las unidades locales de gobierno en el Área de Cincinnati.

Si no le es posible asistir a la reunión en persona, sus comentarios serán aceptados hasta el 20 de Diciembre de 2016 dirigidos a cualquiera de las siguientes personas:

Mr. Andy Johns
Federal Highway Administration
200 North High Street, Suite 328, Columbus, OH 43215
andy.johns@dot.gov

Mr. Vanessa Adams
Federal Transit Administration
200 West Adams Street, Suite 320, Chicago, IL 60606
vanessa.adams@dot.gov

De conformidad con el Ley de Americanos con Discapacidades y el Decreto Oficial sobre la Capacidad Limitada para Hablar Inglés, si alguien requiere asistencia o servicios de traducción, por favor llévese en contacto con Florence Parker en florencep@oki.org o 513-619-7686 o en el Servicio de Traducción de Ohio al 800-222-7555 hasta el 2 de Diciembre de 2016.

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- Defectos natales e infancias de Transíti, B.U.T.
- Discriminación por discapacidad: vista, audición, vías respiratorias
- Discriminación por edad
- Discriminación por nacionalidad
- Discriminación por género
- Discriminación por orientación sexual
- Discriminación por raza
- Discriminación por religión
- Discriminación por religión

Hablamos Español
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Office located at Eastown Hill

Cincinnati, Ohio 45202

Teléfono: (513) 619-7686
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Cincinnati Federal Certification
Review Public Notice

The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) are providing an opportunity for you to express your views on the transportation planning process in the Cincinnati area in an open public meeting. The meeting will be held from 7:00PM until 8:00PM on Tuesday, December 13, 2016 at the GKI Regional Council of Governments, 710 E. Pete Rose Way, Suite 420, Cincinnati, Ohio 45204.

This public meeting is part of a review that will assess compliance with Federal regulations pertaining to the transportation planning process conducted by the ODOT, the Kentucky Transportation Cabinet (KYTC), the Ohio Department of Transportation (ODET), public transit operators, and local units of government in the Cincinnati area.

If you are unable to attend the meeting in person, comments will be accepted until December 20, 2016 by any of the following individuals:

Mr. Andy Johns
Federal Highway Administration
210 North High Street, Suite 328
Columbus, OH 43215
andrew.johns@fhwa.dot.gov

Ms. Vanessa Adams
Federal Transit Administration
200 West Adams Street, Suite 320
Chicago, IL 60606
vanessa.adams@fera.dot.gov

In accordance with the Americans with Disabilities Act and the Limited English Proficiency Order, if anyone requires assistance or translation services, please contact Florence Parker at fparker@oei.org or 513-567-7084 or the Ohio Relay Service at 800-567-7437 by December 7, 2016.

Legal

Sealed Proposals will be received by the University of Cincinnati Procurement Department, Room 202 University Hall, 7400 South Bend Drive, Cincinnati, OH 45221-0003 until 3:00 PM (ET) on November 29, 2016, and will be publicly opened and read aloud in the morning for the Energy Management Project, Project Number 011230, gpa-400-0046.

All packages containing the plan (blue print or drawings, plans and specifications) can be obtained from Key Blue Print Inc., http://www.keyblueprintinc.com/ or bid procurement office. The plans and specifications may also be reviewed in the University of Cincinnati, College of Engineering and Applied Science, 1109 Engineering Complex. All packages are not available in Delaware.

The University of Cincinnati, College of Engineering and Applied Science, 1109 Engineering Complex, 202 University Hall, is responsible for the contents and configuration of the bid package.

Bidders who wish to bid on this project must be registered in the University of Cincinnati Bidding System. The University of Cincinnati Bidding System is available at http://www.keyblueprintinc.com/ or at the University of Cincinnati, College of Engineering and Applied Science, 1109 Engineering Complex. Bids will be received at the University of Cincinnati, College of Engineering and Applied Science, 1109 Engineering Complex, 202 University Hall, until 3:00 PM (ET) on November 29, 2016.

Proposals will be evaluated by the following evaluation criteria: the lowest bid not exceeding the budget as applicable, the University of Cincinnati Bidding System, and the Prime Contractor’s business performance.

This project is subject to the Ohio Revolving Loan Fund, Growth, and Incentive (ERG) Rehabilitation Development Program. If a contractor requests reimbursement of the bid procurement fee, the contractor must agree to complete the project within 3 1/2 years of execution of the contract. If this project is awarded to an Ohio MBE, the bid procurement fee will be included in the total amount to be paid by the State of Ohio and the MBE will be reimbursed. The ERG Rehabilitation Loan Fund will not be involved.
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STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
AGREEMENT NUMBER 30090

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, by resolution dated the 13th day of April, 2017,
and the State of Ohio, Department of Transportation (ODOT), having its principal office at 1980
West Broad Street, Columbus, Ohio 43223, as of the 16th day of June, 2017: 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: MPO DESIGNATION

ODOT acting on behalf of Ohio’s Governor John Kasich, hereby designates 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 III) 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 III: 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 ODOT and shall submit such map to ODOT.

SECTION IV: 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 V: TRANSPORTATION PLANNING PROCESS PRODUCTS AND SERVICES

Annually, the AGENCY shall prepare a WORK PROGRAM and budget describing the planning process and programs 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 Board of Directors, 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
Administration Manual (Guidelines), as may be modified. The WORK PROGRAM is 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 VI: COORDINATION

The AGENCY shall secure agreements of cooperation with the counties, 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 the state and local air quality agencies describing the respective roles and responsibilities for addressing transportation related air quality planning in the performance of the PROCESS. If the AREA does not include the entire nonattainment or maintenance area, there shall be an agreement among the MPO, ODOT, the state air quality agency, and other affected local agencies describing the procedures for 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 counties 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 VII: TIME OF PERFORMANCE

The work under this Agreement shall commence upon ODOT providing a letter(s) of authorization to proceed and will terminate on June 30, 2019. At that time, ODOT may renew this Agreement on substantially the same terms and conditions, in conformance with applicable Federal and State law.

Further, 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.

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 Agreement, 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 VIII: COMPENSATION

The approved WORK PROGRAM and budget therein referenced in Section V 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. ODOT reimbursement payments will be forwarded to the AGENCY.

Reimbursement for the AGENCY’s WORK PROGRAM expenses financed through this Agreement will be based on AGENCY initiated cost 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.

Upon the receipt of AGENCY invoices, ODOT shall send to the Office of Budget and Management (OBM) a request to reimburse MPOs not later than 15 business days after the date of OBM’s receipt of these invoices. ODOT 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, ODOT shall send to the OBM a request to reimburse MPOs not later than 15 business days after the date of OBM’s receipt of a proper invoice.

ODOT shall initially pay all cost 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 including any exhibits attached hereto.

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 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 IX: 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 X: INSPECTION OF WORK

As often as deemed necessary by ODOT, or U.S. DOT, the AGENCY shall provide ODOT, or the U.S. DOT, or both, or any of their duly authorized representatives, upon reasonable notice, proper facilities for the review, inspection, and programmatic audit 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 involving transactions related to this Agreement for three years from the final payment under this Agreement.

SECTION XI: 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 XII: 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 XIII: 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. Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for
employment, notices setting forth the provisions of this nondiscrimination clause.
Contractor will, in all solicitations or advertisements for employees placed by or on behalf
of Contractor, state that all qualified applicants will receive consideration for employment
without regard to race, religion, color, sex, national origin (ancestry), disability, genetic
information, age (40 years or older), sexual orientation, or military status (past, present, or
future).

3. Compliance with Regulations: The AGENCY 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, age, 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, age, 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 eight 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.

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)
- 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)

SECTION XIV: 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.

The AGENCY shall require its consultants to not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally-assisted contracts or agreements.

AGENCY agrees not to discriminate on the basis of race, color, national origin, or sex 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 XV: PROHIBITED INTEREST

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

SECTION XVI: 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 XVII: 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 XVIII: 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 XIX: 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 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 XX. 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 XXI: 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.

SECTION XXII: 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 XXIII: 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 XXIV: GOVERNING LAW

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.

SECTION XXV: 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 deliver is such a manner as if such signature were an original.
IN WITNESS WHEREOF, the parties have executed this contract as of the day and year last written above.

Ohio-Kentucky-Indiana Regional Council of Governments

[Signature]
Mark R. Policinski, Executive Director

STATE OF OHIO, Department of Transportation

[Signature]
Jerry Wray, Director
AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
URBAN TRANSPORTATION PLANNING
BOONE, CAMPBELL AND KENTON COUNTIES; $620,000

This AGREEMENT, made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the CABINET, and the Ohio-Kentucky-Indiana Regional Council of Governments, hereinafter referred to as the RECIPIENT,

WITNESSETH

WHEREAS, 23 U.S.C. §104 authorizes planning funds to be appropriated for the purpose of carrying out the requirements of 23 U.S.C. §134 and these funds shall be made available by the CABINET to the metropolitan planning organizations designated by the Commonwealth of Kentucky as being responsible for carrying out the provisions of 23 U.S.C. §134; and

WHEREAS, the RECIPIENT is the designated metropolitan planning organization staff agency responsible for carrying out the provisions of 23 U.S.C. §134 for the Cincinnati-Northern Kentucky Urbanized Area; and

WHEREAS, the Federal-aid Highway Program is a state administered reimbursement program being conducted by the CABINET through the Division of Planning and the RECIPIENT shall carry out this AGREEMENT in accordance with all applicable Federal and State laws and regulations including but not limited to all of 23 U.S.C., 49 U.S.C., 23 C.F.R., and 49 C.F.R.; and

WHEREAS, all Federal-aid projects must also specifically comply with the Federal Funding Accountability and Transparency Act (Attachment A), Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990 (ADA); and

WHEREAS, the RECIPIENT has submitted a Unified Planning Work Program (UPWP) to the CABINET for approval, and the UPWP and the proposed budget contained within are incorporated within this AGREEMENT by reference; and

WHEREAS, the RECIPIENT is requesting Federal highway funds in the amount of $496,000 (80% Federal share) and the RECIPIENT will provide Local funds in the amount of $93,000 (15% Local share) and the CABINET will provide State funds in the amount of $31,000 (5% State share) for a total contract amount of $620,000 to carry out the PROJECT, defined as activities specified in the UPWP, for the period of July 1, 2018 through June 30, 2019; and

WHEREAS, the CABINET is willing to provide these Federal funds to the RECIPIENT subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set
forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope The RECIPIENT shall undertake and complete the PROJECT, as reviewed and approved by the CABINET, in accordance with the terms and conditions of this AGREEMENT and all applicable regulations or directives issued by the CABINET or Federal Highway Administration (FHWA). Adjustments in the PROJECT may be necessary; however, all changes must have prior written approval of the CABINET.

Section 2. Duration It is understood by both contracting parties that the effective date of the AGREEMENT is July 1, 2018. Work is not to begin until a Notice to Proceed is issued by the CABINET. The RECIPIENT shall complete the PROJECT by June 30, 2019. An extension of this AGREEMENT beyond the biennium in which it became effective is contingent upon the appropriation of funding by the Legislature. Nothing in this AGREEMENT should be construed to prevent the duration of the PROJECT from being changed by mutual written agreement of the CABINET and the RECIPIENT.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funds. If the funds to be used for this AGREEMENT become unavailable to the CABINET for any reason, including the Kentucky General Assembly’s failure to appropriate funds, operation of law, or a reduction of Federal funds, further reimbursement of PROJECT expenditures may be denied, the timeline extended, or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement or termination, extension, or amendment of the PROJECT because of interruption of the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, termination, extension, or amendment give rise to a claim against the CABINET.

Section 3. Funding It is understood that Federal funds for the PROJECT are being provided as authorized under 23 U.S.C., specifically through the Catalog of Federal Domestic Assistance Program Number 20.205 – Highway Planning and Construction. It is the responsibility of the CABINET to obtain these funds from FHWA. These funds may be authorized by either a single authorization or by a series of authorizations. The funds will be taken from the apportionment of metropolitan planning (PL) funds as allocated by the CABINET and subject to approval by FHWA. The total Federal share of the PROJECT cost shall not exceed $496,000 unless approved in writing by the CABINET. Federal funds shall be matched as follows: 80% Federal - 20% non-Federal match. The RECIPIENT shall provide a 15% match and the CABINET shall provide a 5% match for a total contract amount of $620,000. The RECIPIENT agrees to provide local matching funds in an amount sufficient, together with the allocated Federal and State funds, if applicable, to assure funding for completion of the PROJECT. The Federal share and State share, if applicable, of costs are payable monthly by the CABINET upon presentation and approval of two (2) copies of a reimbursement request, including an invoice and adequate
documentation. All reimbursement requests shall correspond with the expense categories in the PROJECT budget and shall be submitted to the CABINET within thirty (30) days after the end of the reporting period. All invoice amounts submitted for each expense category shall be representative of and closely approximate the actual work done, as reported in the narrative progress report. The CABINET may withhold payment of an invoice until the RECIPIENT submits accompanying backup information, such as narrative progress reports, time sheets, receipts, cancelled checks, etc., needed to justify the payment of the invoice. The CABINET or FHWA may require additional documentation at their discretion.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the RECIPIENT to be reimbursed for costs that are not listed in the PROJECT budget, the RECIPIENT must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract period is extended, unexpended funds at the end of this AGREEMENT period shall not be carried forward to a future AGREEMENT.

Section 4. Allowable Costs The costs referred to in this AGREEMENT shall be comprised of the allowable direct costs incident to the performance of the PROJECT plus allowable indirect costs, less applicable credit, to be determined in accordance with the standards set forth in the Federal-Aid Policy Guide and Subpart E of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

If indirect costs are to be expended against the PROJECT, the RECIPIENT shall provide to the CABINET a Cost Allocation Plan (CAP). Upon the CABINET’s review and approval of the CAP, indirect charges will be eligible for reimbursement. The CABINET and/or FHWA reserve the right to require additional documentation.

Costs incurred in carrying out certain elements of the PROJECT which must be completed without regard for state political boundaries are prorated to each state on the basis of a population split as shown by the latest available United States census data for urbanized areas.

Section 5. Purchase of Project Equipment and Property The purchase of all Equipment or Property financed in whole or in part pursuant to this AGREEMENT shall be in accordance with applicable state laws and 2 C.F.R. Part 200. The RECIPIENT shall maintain property records for equipment costing over $5,000 purchased with Federal funds and perform a physical inventory of equipment. The following required provision shall be included in any advertisement or
invitation to bid for any procurement under this AGREEMENT: "Statement of Financial Assistance: This contract is subject to a financial assistance contract between the State of Kentucky and the Federal Highway Administration."

Section 6. Assignability The RECIPIENT shall not assign a portion of the work to be performed under this AGREEMENT, or execute a contract or amendment thereto, or obligate itself with a third party with respect to its rights and responsibilities under this AGREEMENT without the prior written concurrence of the CABINET. The procurement of a professional service shall follow the guidelines identified in the CABINET's Federal-Aid Highway Program Project Development Guide for Local Public Agencies. Solicitation for and execution of a subcontract between the RECIPIENT and a third party for work included in the PROJECT must have prior written approval of the CABINET. A third party contract must comply with the regulations outlined in this AGREEMENT. The RECIPIENT shall follow all applicable State and Federal statutes and regulations when assigning work under this AGREEMENT, including but not limited to KRS 45A, 40 U.S.C. Chapter 11, and the procurement standards specified in 2 C.F.R.

Section 7. Reporting and Records The RECIPIENT shall comply with all reporting requirements outlined by the CABINET and FHWA. The RECIPIENT shall submit an annual Performance and Expenditure Report, if required, to the CABINET within 80 calendar days following the end of the RECIPIENT's fiscal year. The recording and reporting of a purchase shall be in accordance with the requirements of the Kentucky Revised Statutes, including KRS 45A, and applicable Federal and CABINET guidelines.

All charges under this AGREEMENT shall be supported by properly documented invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. The CABINET or FHWA may require additional documentation at their discretion.

All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this AGREEMENT shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. The RECIPIENT shall permit the CABINET and/or the FHWA to conduct periodic site visits to ascertain compliance with Federal and State regulations.

The RECIPIENT shall retain all records for a period of three (3) years from the date of submission of the final expenditure report, defined as the final invoice and accompanying backup documentation, pursuant to 2 C.F.R. §200.333.

Section 8. Audit and Inspection The RECIPIENT shall permit the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, the Legislative Research Commission, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records; and the RECIPIENT shall also
permit representatives of these agencies to review audit(s) performed by the RECIPIENT or other entity and to audit the books and accounts of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT shall provide the CABINET with two (2) copies of audits or reviews pursuant to Subpart F of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," within nine (9) months of its fiscal year end or within thirty (30) days after the audit is completed, whichever occurs first.

The RECIPIENT hereby acknowledges it is responsible to inform an entity it intends to hire or use as a contractor, as defined in KRS 45A.030, that the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to the entity's books, documents, papers, records, or other evidence which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, all books, documents, papers, records, or other evidence provided to the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of information which would otherwise be subject to public release if a state government agency were providing the service.

Section 9. Hold Harmless Clause The RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of character arising from injuries, payments, or damages received or claimed by any person, persons, or property due to the activities of the RECIPIENT, its subcontractors, agents or employees, in connection with their services under this AGREEMENT.

Section 10. Non-Discrimination and Equal Employment Opportunity The RECIPIENT shall comply with all non-discriminatory requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and all applicable Federal and State requirements, including Executive Orders. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable Federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex,
sexual orientation, gender identity, age or disability. 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 compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers’ representative of the RECIPIENT’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the RECIPIENT’s noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The RECIPIENT will take such action with respect to any subcontract or
purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 11. Interest of Members of or Delegates to Congress No funding has been or will be paid to a member of or delegate to the Congress of the United States in connection with the awarding of this AGREEMENT, nor shall a member of or delegate to the Congress of the United States receive a benefit arising out of this AGREEMENT.

Section 12. Prohibited Interest No member, officer, or employee of the CABINET or of the RECIPIENT shall have an interest, direct or indirect, in this AGREEMENT or the proceeds thereof as established in KRS 45A.340.

Section 13. Covenant Against Contingent Fees The RECIPIENT warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the CABINET shall have the right to annul this AGREEMENT without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 14. Applicable Laws This AGREEMENT shall be in accordance with all Federal laws and the laws of the Commonwealth of Kentucky.

Section 15. Americans with Disabilities Act The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. The ADA prohibits discrimination against otherwise qualified individuals under a program or activity receiving Federal financial assistance covered by this AGREEMENT, and imposes requirements that affect the design, construction, and maintenance of all transportation projects to provide access to all facilities.

Section 16. Disadvantaged Business Enterprise (DBE) Requirements The RECIPIENT agrees to comply with the DBE requirements contained within 49 C.F.R. Part 26.

DBE Assurance: The RECIPIENT, and all contractors or subcontractors, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The RECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the RECIPIENT 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 CABINET deems appropriate. Each contract
signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement: The RECIPIENT must abide by 49 C.F.R. §26.29 with regard to prompt payment mechanisms and retainage payment. If applicable, all contractors must be paid within ten (10) working days after the RECIPIENT has been paid by the CABINET for work performed or services delivered. No recipient or contractor may withhold retainage on a subcontract of this AGREEMENT.

Section 17. Disputes Disputes concerning a question of fact in connection with the work not disposed of by AGREEMENT between the RECIPIENT and the CABINET shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final.

Section 18. Campaign Finance If applicable, the undersigned representative of the RECIPIENT swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate provisions of the campaign finance laws of the Commonwealth.

Section 19. Violations If applicable, pursuant to KRS 45A.485, the RECIPIENT and any subcontractors performing work under this AGREEMENT, shall reveal to the CABINET the final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342. These statutes relate to the state corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT agrees to be in continuous compliance, and will require any subcontractors performing work under this AGREEMENT to be in compliance, with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of the AGREEMENT shall be grounds for the termination of funding for the AGREEMENT and disqualification of the RECIPIENT from eligibility for future state contracts for a period of two (2) years.

Section 20. Personal Service Contracts and Memoranda of Agreement If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 21. Debarment and Suspension A contract award must not be made to parties
listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689. SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 22. Clean Air Act and Federal Water Pollution Control Act  The RECIPIENT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 23. Termination  The CABINET reserves the right to terminate all reimbursements under this AGREEMENT when deemed to be in the best interest of the CABINET by giving thirty (30) days written notice of such termination to the RECIPIENT. If reimbursement under this AGREEMENT is terminated by reason other than violation of this AGREEMENT or applicable law by the RECIPIENT, its agents, employees and/or contractors, the CABINET shall reimburse the RECIPIENT according to the terms of this AGREEMENT for all expenses incurred under this AGREEMENT to the date of the termination of reimbursement. The RECIPIENT may seek to terminate its obligations under this AGREEMENT when deemed to be in its best interest by giving thirty (30) days written notice to the CABINET. If the CABINET agrees to allow the RECIPIENT to terminate its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all federal funding reimbursement made under this AGREEMENT.

Section 24. Agreement Change  Proposed changes in this AGREEMENT shall be at the mutual consent of the RECIPIENT and the CABINET and be evidenced in writing.

Section 25. Resolution  If applicable, The RECIPIENT shall pass a resolution authorizing the undersigned representative of the RECIPIENT to sign this AGREEMENT on behalf of the RECIPIENT. A sample resolution is provided in Attachment B for the RECIPIENT’s reference in creating an acceptable resolution. A copy of the resolution shall be attached to the AGREEMENT and returned to the CABINET prior to full execution of this AGREEMENT.

Section 26. Severability  In the event that any Section of this AGREEMENT is declared invalid or is unenforceable, the remainder of this AGREEMENT shall remain in full force and effect and all responsibilities and duties of the parties shall be performed as set forth herein.
IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives:

**OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS**

**EXECUTIVE DIRECTOR**

**DATE:** 4-11-18

**COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET**

**SECRETARY, TRANSPORTATION CABINET**

**DATE:** 6/1/18

**APPROVED AS TO FORM & LEGALITY**

**OFFICE OF LEGAL SERVICES TRANSPORTATION CABINET**

**DATE:** 6/1/18

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Last updated: March 14, 2018
Federal Funding Accountability and Transparency Act
* AGREEMENT CAN NOT BE EXECUTED UNLESS ALL YELLOW BOXES ARE COMPLETED *

1. SUB-AWARDEE
Name: Ohio-Kentucky-Indiana Regional Council of Governments
Address: 720 E. Pete Rose Way, Suite 420
Cincinnati, OH 45202

2. DUNS NUMBER
Unique 9 digit number issued by Dun & Bradstreet. To obtain a DUNS number (if you agency does not already have one) please access:
http://fedgov.dnb.com/webform
072864770

3. CCR REGISTRATION (CAGE code)
Unique 5 digit number issued by the Central Contractor Registration. To obtain a CCR number (if your agency does not already have one) please access:
https://www.bpn.gov/ccr/default.aspx
4HH58

4. TOTAL COMPENSATION AND NAMES OF TOP 5 EXECUTIVES
All agencies are required to report the Top 5 Highly Compensated officers for their agency if they meet BOTH of the following criteria:
A) More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000 annually; and
B) Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC)

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5. PREPARED BY:
Name: Katie Hannum
Title: Sr. Accountant

DATE: 3/29/2018

Additional information about the Federal Funding Accountability Transparency Act (FFATA) can be found at:
RESOLUTION

OF THE BOARD OF DIRECTORS OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

CONCERNING APPROVAL OF THE
OKI UNIFIED PLANNING WORK PROGRAM FOR FISCAL YEAR 2019

WHEREAS, the Ohio-Kentucky-Indiana Regional Council of Governments has prepared a Unified Planning Work Program for Fiscal Year 2019 in defining a scope of work to meet the needs of this region for which funding can be sought from the United States Department of Transportation, the State of Ohio, the Commonwealth of Kentucky and the State of Indiana; and

WHEREAS, the Unified Planning Work Program for Fiscal Year 2019 has been reviewed by appropriate state and federal agencies; and

WHEREAS, the Unified Planning Work Program for Fiscal Year 2019 hereby certifies that all requirements of 23 CFR, Part 450 relating to the Urban Transportation Planning Process have been met; Now, therefore;

BE IT RESOLVED, that the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments, at its regular public meeting of April 12, 2018, hereby approves the OKI Unified Planning Work Program for Fiscal Year 2019.

T.C. ROGERS, PRESIDENT

rwk
4/12/18
PROJECT AUTHORIZATION

IT IS HEREBY ORDERED THAT THE PROJECT HEREIN DESCRIBED BE UNDERTAKEN AND ACCOMPLISHED WITHIN THE FUNDING LEVEL AUTHORIZED.

A: PROJECT ID NUMBER
PL 0019 012

B: FEDERAL PROJECT NO.

C: DISTRICT
HWY ADD 06

D: COUNTY
ROANE
KENTON
CAMPBELL

E: 8 YR PRIORITY NUMBER

F: TYPE OF PROJECT
099 - NOT APPLICABLE

G: ROUTE NUMBER

H: FACILITY NAME
NORTHERN KENTUCKY AREA "MPO"

I: SYSTEMS

J: PROJECT LENGTH

K: SCOPE OF PROJECT
SUPPORT FOR PLANNING ACTIVITIES IN THE NORTHERN KENTUCKY METRO AREA AS SPECIFIED IN THEIR APPROVED "UNIFIED PLANNING WORK PROGRAM"

eMARS 9401001N

L: NO OF BRIDGES

M: PROGRAM PRIORITY

N: RS ITEM NUMBER

O: 8 YR PRIORITY NUMBER

2. PROJECT PHASE AND RESPONSIBILITY

A: PLANNING

B: DESIGN

C: RIGHT OF WAY

D: UTILITIES

E: CONSTRUCTION

F: TITLE DEEDED TO:

G: MAINTENANCE

H: OTHER MPO

3. FUNDING & TIME ACCOUNTABILITY

PARTICIPATING AGENCIES

FEDERAL FHWA

STATE DOH

LOCAL MPO

OTHER

REQUESTED FUNDS FOR THIS AUTHORIZATION

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CURRENT FUNDING REQUEST TOTAL: $527,000.00

CURRENT ESTIMATE APPROVED BY: TW

DATE: 03/09/2018

AUTHORIZATION SUMMARY FOR THIS 10-1 SERIES

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REMARKS: THE TOTAL METRO PLANNING ESTIMATE IS $520,000. HOWEVER THE LOCAL MATCHING FUNDS $93,000 WILL NOT FLOW THROUGH THE CABINET AND ARE NOT INCLUDED ABOVE.

PROJECT APPROVAL RECOMMENDED BY: [Signature]

DATE: [Date]

SIGNED AND APPROVED BY: [Signature]

SECRETARY OF TRANSPORTATION OR DESIGNATED REPRESENTATIVE: [Signature]

DATE: 3/12/18
RECIPIENT: Kentucky  
FEDERAL PROJECT NO: 0019012

RECIPIENT PROJ. NO(S):

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways;
   (b) The regulations issued pursuant therein, and the policies and procedures promulgated by the Federal Highway Administration; and
   (c) All other applicable federal laws and regulations. 2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for these funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient. 4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration’s authorization to proceed with the project.

PROJECT TITLE: Boone, Kenton, Campbell Co, Northern Kentucky MPO

PROJECT DESCRIPTION: Northern Kentucky MPO Unified Planning Work Program. FY 2019

DUNS#: 185593644

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT

HIGWAY PLANNING & RESEARCH
PRELIMINARY ENGINEERING
RIGHT-OF-WAY
CONSTRUCTION
OTHER

EFFECTIVE DATE OF AUTHORIZATION

05/17/2018

PROGRAM CODE        FAIN        URBAN/ WITH THE TOTAL COST  FEDERAL SHARE  FEDERAL FUNDS UNDER AGREEMENT  ADVANCED CONST. FUNDS

2450  2100190122Z  420  $620,000.00  80.00%  $496,000.00  $0.00

TOTAL  $620,000.00  $496,000.00  $0.00

ESTIMATED TOTAL COST: $620,000.00
TOTAL AUTHORIZED FOR PROJECT: $496,000.00

EXECUTIVE OFFICE OF THE COMMONWEALTH OF KENTUCKY

AVAILABLE FUNDS CERTIFIED BY: Jill Lamb  DATE: 05/01/2018
APPROVED AND REQUESTED BY: Erin Clouse  DATE: 05/07/2018
AGRM/MODIFY REQUESTED BY: Ronald Rigney  DATE: 05/08/2018

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY: Keenan Clarke  DATE: 05/10/2018
APPROVAL RECOMMENDED BY: Bernadette DuPont  DATE: 05/16/2018
APPROVED AND AUTHORIZED BY: Steven Jacobs  DATE: 05/17/2018

RECIPIENT REMARKS:

New, No Toll Credits
eMARS#0401001N  KYTC File# PL285
CFDA# 20.205, Project End Date 6/30/2020.
Northern Kentucky MPO will provide matching funds. LPA
The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR 630.112; and its signature constitutes the making of certifications. This agreement is subject to the following award terms; http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf

DIVISION REMARKS:
07-23-18 AM: 35 IN
AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS
URBAN TRANSPORTATION PLANNING
BOONE, KENTON & CAMPBELL COUNTIES; $187,500

This AGREEMENT, made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the CABINET, and the Ohio-Kentucky-Indiana Regional Council of Governments, hereinafter referred to as the RECIPIENT,

WITNESSETH

WHEREAS, 23 U.S.C. §133 established a surface transportation program authorizing Federal funds to be appropriated for projects specified in 23 U.S.C. §133 and an allocation of these funds shall be made available by the CABINET to urbanized areas over 200,000 population; and

WHEREAS, the Federal-aid Highway Program is a state administered reimbursement program being conducted by the CABINET through the Division of Planning and the RECIPIENT shall carry out this AGREEMENT in accordance with all applicable Federal and State laws and regulations including but not limited to all of 23 U.S.C., 49 U.S.C., 23 CFR, and 49 CFR; and

WHEREAS, all Federal-aid projects must also specifically comply with the Federal Funding Accountability and Transparency Act (Attachment A), Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990 (ADA); and

WHEREAS, the RECIPIENT has submitted a Unified Planning Work Program (UPWP) to the CABINET for approval, and the UPWP and the proposed budget contained within are incorporated within this AGREEMENT by reference; and

WHEREAS, the RECIPIENT is requesting Federal highway funds in the amount of $150,000 (80% Federal share) and the RECIPIENT will provide Local funds in the amount of $37,500 (20% Local share) for a total contract amount of $187,500 to carry out the PROJECT, defined as activities specified in the Long Range Planning: Land Use; Fiscal Impact Analysis Model; Regional Clean Air Program; and NKY Rideshare Program work elements of the UPWP, for the period of July 1, 2018 through June 30, 2019; and

WHEREAS, the PROJECT is part of the approved Cincinnati metropolitan planning organization's Transportation Improvement Program, if required, and the CABINET is willing to provide these Federal funds to the RECIPIENT subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:
Section 1. **Scope** The RECIPIENT shall undertake and complete the PROJECT, as reviewed and approved by the CABINET, in accordance with the terms and conditions of this AGREEMENT and all applicable regulations or directives issued by the CABINET or Federal Highway Administration (FHWA). Adjustments in the PROJECT may be necessary; however, all changes must have prior written approval of the CABINET.

Section 2. **Duration** It is understood by both contracting parties that the effective date of the AGREEMENT is July 1, 2018. Work is not to begin until a Notice to Proceed is issued by the CABINET. The RECIPIENT shall complete the PROJECT by June 30, 2019. An extension of this AGREEMENT beyond the biennium in which it became effective is contingent upon the appropriation of funding by the Legislature. Nothing in this AGREEMENT should be construed to prevent the duration of the PROJECT from being changed by mutual written agreement of the CABINET and the RECIPIENT.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funds. If the funds to be used for this AGREEMENT become unavailable to the CABINET for any reason, including the Kentucky General Assembly’s failure to appropriate funds, operation of law, or a reduction of Federal funds, further reimbursement of PROJECT expenditures may be denied, the timeline extended, or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement or termination, extension, or amendment of the PROJECT because of interruption of the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, termination, extension, or amendment give rise to a claim against the CABINET.

Section 3. **Funding** It is understood that Federal funds for the PROJECT are being provided as authorized under 23 U.S.C., specifically through the Catalog of Federal Domestic Assistance Program Number 20.205 – Highway Planning and Construction. It is the responsibility of the CABINET to obtain these funds from FHWA. These funds may be authorized by either a single authorization or by a series of authorizations. The funds will be taken from the apportionment of Federal-Aid Surface Transportation Program Metropolitan Northern Kentucky (SNK) funds as allocated by the CABINET and subject to approval by FHWA. The total Federal share of the PROJECT cost shall not exceed $150,000 unless approved in writing by the CABINET. Federal funds shall be matched as follows: 80% Federal - 20% non-Federal match. The RECIPIENT shall provide a 20% match for a total contract amount of $187,500. The RECIPIENT agrees to provide local matching funds in an amount sufficient, together with the allocated Federal and State funds, if applicable, to assure funding for completion of the PROJECT. The Federal share and State share, if applicable, of costs are payable monthly by the CABINET upon presentation and approval of two (2) copies of a reimbursement request, including an invoice and adequate documentation. All reimbursement requests shall correspond with the expense
categories in the PROJECT budget and shall be submitted to the CABINET within thirty (30) days after the end of the reporting period. All invoice amounts submitted for each expense category shall be representative of and closely approximate the actual work done, as reported in the narrative progress report. The CABINET may withhold payment of an invoice until the RECIPIENT submits accompanying backup information, such as narrative progress reports, time sheets, receipts, cancelled checks, etc., needed to justify the payment of the invoice. The CABINET or FHWA may require additional documentation at their discretion.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the RECIPIENT to be reimbursed for costs that are not listed in the PROJECT budget, the RECIPIENT must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract period is extended, unexpended funds at the end of this AGREEMENT period shall not be carried forward to a future AGREEMENT.

Section 4. Allowable Costs The costs referred to in this AGREEMENT shall be comprised of the allowable direct costs incident to the performance of the PROJECT plus allowable indirect costs, less applicable credit, to be determined in accordance with the standards set forth in the Federal-Aid Policy Guide and Subpart E of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

If indirect costs are to be expended against the PROJECT, the RECIPIENT shall provide to the CABINET a Cost Allocation Plan (CAP). Upon the CABINET's review and approval of the CAP, indirect charges will be eligible for reimbursement. The CABINET and/or FHWA reserve the right to require additional documentation.

Costs incurred in carrying out certain elements of the PROJECT which must be completed without regard for state political boundaries are prorated to each state on the basis of a population split as shown by the latest available United States census data for urbanized areas.

Section 5. Purchase of Project Equipment and Property The purchase of all Equipment or Property financed in whole or in part pursuant to this AGREEMENT shall be in accordance with applicable state laws and 2 CFR Part 200. The RECIPIENT shall maintain property records for equipment costing over $5,000 purchased with Federal funds and perform a physical inventory of equipment. The following required provision shall be included in any advertisement or invitation to bid for any procurement under this AGREEMENT: "Statement of Financial Assistance:
This contract is subject to a financial assistance contract between the State of Kentucky and the Federal Highway Administration."

Section 6. Assignability The RECIPIENT shall not assign a portion of the work to be performed under this AGREEMENT, or execute a contract or amendment thereto, or obligate itself with a third party with respect to its rights and responsibilities under this AGREEMENT without the prior written concurrence of the CABINET. The procurement of a professional service shall follow the guidelines identified in the CABINET's Federal-Aid Highway Program Project Development Guide for Local Public Agencies. Solicitation for and execution of a subcontract between the RECIPIENT and a third party for work included in the PROJECT must have prior written approval of the CABINET. A third party contract must comply with the regulations outlined in this AGREEMENT. The RECIPIENT shall follow all applicable State and Federal statutes and regulations when assigning work under this AGREEMENT, including but not limited to KRS 45A, 40 U.S.C. Chapter 11, and the procurement standards specified in 2 CFR.

Section 7. Reporting and Records The RECIPIENT shall comply with all reporting requirements outlined by the CABINET and FHWA. The RECIPIENT shall submit an annual Performance and Expenditure Report, if required, to the CABINET within 80 calendar days following the end of the RECIPIENT's fiscal year. The recording and reporting of a purchase shall be in accordance with the requirements of the Kentucky Revised Statutes, including KRS 45A, and applicable Federal and CABINET guidelines.

All charges under this AGREEMENT shall be supported by properly documented invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. The CABINET or FHWA may require additional documentation at their discretion.

All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this AGREEMENT shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. The RECIPIENT shall permit the CABINET and/or the FHWA to conduct periodic site visits to ascertain compliance with Federal and State regulations.

The RECIPIENT shall retain all records for a period of three (3) years from the date of submission of the final expenditure report, defined as the final invoice and accompanying backup documentation, pursuant to 2 CFR §200.333.

Section 8. Audit and Inspection The RECIPIENT shall permit the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, the Legislative Research Commission, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records; and the RECIPIENT shall also permit representatives of these agencies to review audit(s) performed by the RECIPIENT or other
entity and to audit the books and accounts of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT shall provide the CABINET with two (2) copies of audits or reviews pursuant to Subpart F of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," within nine (9) months of its fiscal year end or within thirty (30) days after the audit is completed, whichever occurs first.

The RECIPIENT hereby acknowledges it is responsible to inform an entity it intends to hire or use as a contractor, as defined in KRS 45A.030, that the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to the entity's books, documents, papers, records, or other evidence which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, all books, documents, papers, records, or other evidence provided to the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of information which would otherwise be subject to public release if a state government agency were providing the service.

Section 9. Hold Harmless Clause The RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of character arising from injuries, payments, or damages received or claimed by any person, persons, or property due to the activities of the RECIPIENT, its subcontractors, agents or employees, in connection with their services under this AGREEMENT.

Section 10. Non-Discrimination and Equal Employment Opportunity The RECIPIENT shall comply with all non-discriminatory requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and all applicable Federal and State requirements, including Executive Orders. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable Federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. 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 compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions.
including sanctions for noncompliance; provided, however, that in the event the RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 11. Interest of Members of or Delegates to Congress No funding has been or will be paid to a member of or delegate to the Congress of the United States in connection with the awarding of this AGREEMENT, nor shall a member of or delegate to the Congress of the United States receive a benefit arising out of this AGREEMENT.

Section 12. Prohibited Interest No member, officer, or employee of the CABINET or of the RECIPIENT shall have an interest, direct or indirect, in this AGREEMENT or the proceeds thereof as established in KRS 45A.340.

Section 13. Covenant Against Contingent Fees The RECIPIENT warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the CABINET shall have the right to annul this AGREEMENT without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 14. Applicable Laws This AGREEMENT shall be in accordance with all Federal laws and the laws of the Commonwealth of Kentucky.

Section 15. Americans with Disabilities Act The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. The ADA prohibits discrimination against otherwise qualified individuals under a program or activity receiving Federal financial assistance covered by this AGREEMENT, and imposes requirements that affect the design, construction, and maintenance of all transportation projects to provide access to all facilities.


DBE Assurance: The RECIPIENT, and all contractors or subcontractors, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The RECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the RECIPIENT 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 CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor)
must include this provision.

DBE Prompt Payment Requirement: The RECIPIENT must abide by 49 CFR §26.29 with regard to prompt payment mechanisms and retainage payment. If applicable, all contractors must be paid within ten (10) working days after the RECIPIENT has been paid by the CABINET for work performed or services delivered. No recipient or contractor may withhold retainage on a subcontract of this AGREEMENT.

**Section 17. Disputes** Disputes concerning a question of fact in connection with the work not disposed of by AGREEMENT between the RECIPIENT and the CABINET shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final.

**Section 18. Campaign Finance** If applicable, the undersigned representative of the RECIPIENT swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate provisions of the campaign finance laws of the Commonwealth.

**Section 19. Violations** If applicable, pursuant to KRS 45A.485, the RECIPIENT and any subcontractors performing work under this AGREEMENT, shall reveal to the CABINET the final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342. These statutes relate to the state corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT agrees to be in continuous compliance, and will require any subcontractors performing work under this AGREEMENT to be in compliance, with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of the AGREEMENT shall be grounds for the termination of funding for the AGREEMENT and disqualification of the RECIPIENT from eligibility for future state contracts for a period of two (2) years.

**Section 20. Personal Service Contracts and Memoranda of Agreement** If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memorandum of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

**Section 21. Debarment and Suspension** A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in
accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689. SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 22. Clean Air Act and Federal Water Pollution Control Act The RECIPIENT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 23. Termination The CABINET reserves the right to terminate all reimbursements under this AGREEMENT when deemed to be in the best interest of the CABINET by giving thirty (30) days written notice of such termination to the RECIPIENT. If reimbursement under this AGREEMENT is terminated by reason other than violation of this AGREEMENT or applicable law by the RECIPIENT, its agents, employees and/or contractors, the CABINET shall reimburse the RECIPIENT according to the terms of this AGREEMENT for all expenses incurred under this AGREEMENT to the date of the termination of reimbursement. The RECIPIENT may seek to terminate its obligations under this AGREEMENT when deemed to be in its best interest by giving thirty (30) days written notice to the CABINET. If the CABINET agrees to allow the RECIPIENT to terminate its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all federal funding reimbursement made under this AGREEMENT.

Section 24. Agreement Change Proposed changes in this AGREEMENT shall be at the mutual consent of the RECIPIENT and the CABINET and be evidenced in writing.

Section 25. Resolution If applicable, The RECIPIENT shall pass a resolution authorizing the undersigned representative of the RECIPIENT to sign this AGREEMENT on behalf of the RECIPIENT. A sample resolution is provided in Attachment B for the RECIPIENT's reference in creating an acceptable resolution. A copy of the resolution shall be attached to the AGREEMENT and returned to the CABINET prior to full execution of this AGREEMENT.

Section 26. Severability In the event that any Section of this AGREEMENT is declared invalid or is unenforceable, the remainder of this AGREEMENT shall remain in full force and effect and all responsibilities and duties of the parties shall be performed as set forth herein.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives:
Federal Funding Accountability and Transparency Act
* AGREEMENT CAN NOT BE EXECUTED UNLESS ALL YELLOW BOXES ARE COMPLETED *

1. SUB-AWARDEE
Name: Ohio-Kentucky-Indiana Regional Council of Governments
Address: 720 E. Pete Rose Way, Suite 420
          Cincinnati, OH 45202

2. DUNS NUMBER
   Unique 9 digit number issued by Dun & Bradstreet. To obtain a DUNS number (if you agency does not already have one) please access:
   http://fedgov.dnb.com/webform
   072864770

3. CCR REGISTRATION (CAGE code)
   Unique 5 digit number issued by the Central Contractor Registration. To obtain a CCR number (if your agency does not already have one) please access:
   https://www.bpn.gov/ccr/default.aspx
   4HH56

4. TOTAL COMPENSATION AND NAMES OF TOP 5 EXECUTIVES
   All agencies are required to report the Top 5 Highly Compensated officers for their agency if they meet BOTH of the following criteria:
   A) More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000 annually; and
   B) Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC)
   NO- Does not meet both criteria A & B
   NO If no, please skip to box 5
   YES- Meets both criteria A & B
   If yes, please fill out 1-5 with Executive name and compensation.
   4.1 Executive Name
   Compensation
   4.2 Executive Name
   Compensation
   4.3 Executive Name
   Compensation
   4.4 Executive Name
   Compensation
   4.5 Executive Name
   Compensation

5. PREPARED BY:
   Name: Katie Hannum
   Title: Sr. Accountant
   DATE: 3/29/2018

Additional information about the Federal Funding Accountability Transparency Act (FFATA) can be found at:
RESOLUTION

OF THE BOARD OF DIRECTORS OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

CONCERNING APPROVAL OF THE
OKI UNIFIED PLANNING WORK PROGRAM FOR FISCAL YEAR 2019

WHEREAS, the Ohio-Kentucky-Indiana Regional Council of Governments has prepared a Unified Planning Work Program for Fiscal Year 2019 in defining a scope of work to meet the needs of this region for which funding can be sought from the United States Department of Transportation, the State of Ohio, the Commonwealth of Kentucky and the State of Indiana; and

WHEREAS, the Unified Planning Work Program for Fiscal Year 2019 has been reviewed by appropriate state and federal agencies; and

WHEREAS, the Unified Planning Work Program for Fiscal Year 2019 hereby certifies that all requirements of 23 CFR, Part 450 relating to the Urban Transportation Planning Process have been met;

Now, therefore;

BE IT RESOLVED, that the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments, at its regular public meeting of April 12, 2018, hereby approves the OKI Unified Planning Work Program for Fiscal Year 2019.

T.C. ROGERS, PRESIDENT

rwk
4/12/18
PROJECT AUTHORIZATION

AUTHORIZED NO. 94059

1. PROJECT ID
   A: PROJECT ID NUMBER: STPM 3002 324
   B: FEDERAL PROJECT NO.: 6H6200
   C: DISTRICT HWY ADD: 0
   D: COUNTY: Boone
   E: 6 YRP ITEM NUMBER: 0
   F: TYPE OF PROJECT: WORK ELEMENTS IN OKI MPO'S UPWW
   G: ROUTE NUMBER: 0
   H: FACILITY NAME: 0
   I: SYSTEMS: 0

2. PROJECT LENGTH
   K: SCOPE OF PROJECT: LONG RANGE PLANNING; LAND USE; FISCAL IMPACT ANALYSIS MODEL; REGIONAL CLEAN AIR PROGRAM; AND NKY Rideshare Program Work Elements as described in the Cincinnati MPO's UPWP.

3. NO OF BRIDGES
   M: PROGRAM PRIORITY: 94059011
   N: RS ITEM NUMBER: 0
   O: 6 YR PLAN PARENT NUMBER: 0

4. PROJECT PHASE AND RESPONSIBILITY
   A: PLANNING: OKI
   B: DESIGN: 0
   C: RIGHT OF WAY: 0
   D: UTILITIES: 0
   E: CONSTRUCTION: 0
   F: TITLE DEEDED TO: 0
   G: MAINTENANCE: 0
   H: OTHER: 0

5. FUNDING & TIME ACCOUNTABILITY
   PARTICIPATING AGENCIES
   FEDERAL FHWA: 0
   STATE: 0
   LOCAL OKI: 0
   OTHER: 0

REQUESTED FUNDS FOR THIS AUTHORIZATION

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<th>PHASE</th>
<th>FUND</th>
<th>PROGRAM</th>
<th>FISCAL YEAR</th>
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CURRENT FUNDING REQUEST TOTAL: 150,000.00

AUTHORIZATION SUMMARY FOR THIS 10-1 SERIES

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4. REMARKS: THE TOTAL ESTIMATED COST OF THIS PROGRAM IS $187,500. OKI WILL PROVIDE $37,500 MATCHING FUNDS INCLUDING $19,325 IN ADVERTISING CONTRIBUTED SERVICES AND THOSE FUNDS WILL NOT FLOW THROUGH CABINET AND ARE NOT INCLUDED ABOVE.

PROJECT APPROVAL RECOMMENDED BY: [Signature]

SIGNED AND APPROVED BY: [Signature] 4.4.18

SECRETARY OF TRANSPORTATION OR DESIGNATED REPRESENTATIVE

DATE: 03/26/2018
RECIPIENT: 21-Kentucky

PROJECT NO(S): 3002324

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways;
   (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and
   (c) All other applicable federal laws and regulations. 2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subordinate and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient. 4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration’s authorization to proceed with the project.

PROJECT TITLE: Boone, Kenton Co, Cincinnati MPO

PROJECT DESCRIPTION: Long range planning, Land use; Fiscal impact analysis model; Regional clean air program and NKY Rideshare program work elements as described in the Cincinnati MPO’s UPWP.

DUNS#: 188593644

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT

<table>
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<th>PROGRAM CODE</th>
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EXECUTIVE OFFICE OF THE COMMONWEALTH OF KENTUCKY

AVAILABLE FUNDS CERTIFIED BY: Jill Lamb  DATE: 05/07/2018
APPROVED AND REQUESTED BY: Erin Clouse  DATE: 05/09/2018
AGRMNT/MODIFY REQUESTED BY: Ronald Riggey  DATE: 05/10/2018

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY: Keenan Clarke  DATE: 05/11/2018
APPROVAL RECOMMENDED BY: Bernadette Dupont  DATE: 05/16/2018
APPROVED AND AUTHORIZED BY: Steven Jacobs  DATE: 05/17/2018

RECIPIENT REMARKS: New, No Toll Credits

eMARS#: KYTC File# STPM:397

CFDA#: 20.205, Project End Date 9/30/2019.

OKI will provide $37,500.00 matching funds including $19,325.00 in advertising contributed services. The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR 630.112; and its signature constitutes the making of certifications. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf

DIVISION REMARKS:
RECIPIENT: 21-Kentucky  FEDERAL PROJECT NO: 0019020 NO: 1

RECIPIENT PROJ. NO(S):

PROJECT TITLE: Boone, Kenton, Campbell Co; Cincinnati MPO
PROJECT DESCRIPTION: Ohio River Bridges counters work element as described in the Cincinnati MPO’s “Unified Planning Work Program”.

CLASSIFICATION OF PHASE OF WORK:

THE PROJECT AGREEMENT FOR THE ABOVE REFERENCED PROJECT ENTERED INTO BETWEEN THE UNDERSIGNED PARTIES AND EXECUTED BY THE DIVISION ADMINISTRATOR ON 05/17/2018 IS HEREBY MODIFIED AS FOLLOWS:

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RECIPIENT REMARKS:
Mod#1  No Toll Credits
eMARS# 9405801N  KYTC File# PLD:398
CFDA# 20.205, Project End Date 9/30/2020.
Extend end date from 09/30/2019 to 09/30/2020. The FY19 UPWP includes a project for OKI to install radar traffic data collection at/on two bridges in the region to complete coverage of all the Ohio River Crossings. Due to unforeseen delays in steel strain pole delivery, the project is behind schedule 6 to 9 months. LPA contract with OKI.
The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR 630.112; and its signature constitutes the making of certifications. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf

DIVISION REMARKS:

ALL OTHER TERMS AND CONDITIONS OF THE PROJECT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

EXECUTIVE OFFICE OF THE COMMONWEALTH OF KENTUCKY
AVAILABLE FUNDS CERTIFIED BY: Selena Curry DATE: 02/07/2019
APPROVAL RECOMMENDED BY: Erin Clouse DATE: 02/07/2019
APPROVED AND AUTHORIZED BY: Ronald Rigney DATE: 02/07/2019

FEDERAL HIGHWAY ADMINISTRATION
APPROVAL RECOMMENDED BY: Keenan Clarke DATE: 02/11/2019
APPROVED AND AUTHORIZED BY: Bernadette Dupont DATE: 02/11/2019
MODIFICATION APPROVED BY: Steven Jacobs DATE: 02/14/2019
GRANT AGREEMENT
Concerning
FISCAL YEAR 2020 FEDERAL HIGHWAY FUNDS FOR METROPOLITAN PLANNING
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS (OKI)

EDS # A249-10-1090014
SPMS Des# 1900813

This Grant Agreement ("Agreement or Contract") is written to establish Fiscal Year (FY 2020) Federal Highway Planning (PL) Funds to the grantee for the FY 2020 Unified Planning Work Program (UPWP) and is entered into by and between the State of Indiana, acting on behalf of the Federal Highway Administration through the Indiana Department of Transportation, hereinafter referred to as "INDOT", and the grantee, OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS (OKI), hereinafter referred to as the "PLANNING AGENCY".

RECITALS

WHEREAS, 23 USC 134 requires States to carry out the surface transportation planning process by designating urbanized areas within the state whose population is more than 50,000 individuals as metropolitan planning organizations (MPO'S); and

WHEREAS, the State of Indiana recognizes 14 MPO agencies; and

WHEREAS, the MPOs, in cooperation with INDOT and public transit operators are required to develop comprehensive transportation plans and programs for the recognized urbanized areas within the State of Indiana. The plans and programs for each MPO are to provide for the development, integrated management and operation of transportation systems and facilities (including pedestrian walkways and bicycle transportation facilities) that will function as an intermodal transportation system for the metropolitan area and as an integral part of an intermodal transportation system for the State and the United States; and

WHEREAS, 23 USC 104(f) provides funding for federal reimbursement of the planning process and this funding is made available by INDOT to the MPOs responsible for carrying out the provisions of Section 134; and

WHEREAS, the purpose of this Agreement is to enable INDOT to award a Grant to the PLANNING AGENCY for eligible costs of their planning activities as described in Exhibit A of this Agreement (attached hereto and herein incorporated by reference) and in the Fixing America's Surface Transportation Act (the "FAST Act"), which includes provisions for making available Planning Funds (hereinafter referred to as "PL Funds") to designated planning agencies as set forth in 23 U.S.C. § 134;
NOW, THEREFORE, in consideration of those mutual undertakings and covenants the Parties hereto agree as follows.

**ARTICLE I.**

1.1. **Term.**

A. The PLANNING AGENCY shall not commence any work utilizing PL Funds provided by this Agreement until which time their FY 2020 UPWP Document has been approved by the FHWA and the PLANNING AGENCY has been notified in writing by INDOT of this approval. FY 2020 PL Funds authorized through this Agreement will become obligated for planned work initiated on or after July 01, 2019.

B. The PLANNING AGENCY agrees to invoice INDOT *no less than quarterly*, for all funds provided in this Agreement, or any Amendments or Supplements to this Agreement. Failure to follow invoicing requirements will result in a loss of funding, not to be regained should the funds become inactive.

C. Other Planning/Flexed Funds (STBG, HSIP, CMAQ and SPR, as defined in Section 1.5(B)(iv) authorized through this Agreement shall terminate as expensed or as de-obligated by notification in writing by the PLANNING AGENCY or INDOT. The PLANNING AGENCY understands that any de-obligated funds will cease to be available.

D. Participation by INDOT through this Agreement in the work of the UPWP/SOW is not in any way to be considered indicative of future financial or other participation by INDOT toward the work elements included in the UPWP/SOW. Except as otherwise specifically provided herein, INDOT shall not be responsible to provide any funding under this Agreement.

E. INDOT's intent to supplement this Agreement in future years will be dependen: on continuation of PL and Other Planning Funds (as defined in Section 1.5(B)(iv) of this Agreement) as well as future federal legislation and regulations.

1.2. **Implementation of Work Activities.** INDOT has, in cooperation with the Metropolitan Planning Council, agreed to a formula for distribution of said PL Funds in accordance with all State and Federal Regulations, and has been approved by the Federal Highway and Federal Transit Administrations.

   The PLANNING AGENCY shall be responsible for all work using PL and all Other Planning Funds. The PLANNING AGENCY’s biennial UPWP/SOW as approved by INDOT, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) will support the work contemplated by this Agreement. Specifically, all work to be accomplished using PL or Other Planning Funds will be in accordance with the work outlined in Exhibit A.

1.3. **Monitoring Reviews by INDOT.** INDOT may conduct an on-site monitoring review of the PLANNING AGENCY. Such monitoring review will document the following:

   A. Whether grant activities are consistent with those set forth in current UPWP/SOW and the terms and conditions of this Agreement.

   B. A complete, detailed analysis of actual Federal, and local funds expended to date on the grant and conformity with the amounts for each budget line item as set forth in Exhibit A.
C. A written evaluation as to the PLANNING AGENCY'S timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of project reports.

1.4. **Payment of Grant Funds by the State.** The payment of Grant Funds under this Agreement by INDOT to the PLANNING AGENCY shall be made in accordance with the following schedule and conditions.

A. INDOT will reimburse the PLANNING AGENCY for costs incurred in their performance of the work listed in **Exhibit A**. INDOT will make payment to the PLANNING AGENCY upon submission and review by INDOT of the claim vouchers for work accomplished during the submitted billing period. Each period shall commence on the date of notice to proceed, and shall be at intervals not less than quarterly as agreed to by INDOT and the PLANNING AGENCY. Payment will be made in accordance with work completed for each activity funded with PL or Other Planning Funds during each respective billing period.

B. Where more than PL, CMAQ, STPBG or Other Planning Funds (as defined in Section 1.5(B)(iv) of this Agreement) are involved, or where it is not possible to associate a particular planning activity with a particular fund, an alternative procedure will be followed. Expenditure reporting and progress claims will be based on the percentage level of PL Fund as it bears on the total funding of the activity.

C. In accordance with Section 2.33 of this Agreement, all payments shall be made fifteen (15) days in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the PLANNING AGENCY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the planning activities that are the subject of this Agreement except as permitted by IC 4-13-2-20.

D. The cost principles contained in 49 CFR, Part 18 shall be adhered to in the performance of this Grant Agreement.

E. The PLANNING AGENCY shall comply with 48 CFR in the procurement of planning activities with Federal-aid participation.

F. The PLANNING AGENCY, in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), shall arrange for a financial and compliance audit, which complies with 2 CFR 200.500 et seq.

G. If an audit, final or otherwise, by INDOT, the FHWA or other federal agency should find an expenditure of PL Funds or Other Planning Funds is spent for ineligible work, the PLANNING AGENCY shall reimburse INDOT for all such funds spent on said ineligible work, except in such cases as mutually determined by INDOT, FHWA or other federal agency.

1.5. **Budget and Budget Modification.** The approved FY 2020 PL Budget is set forth as **Exhibit A** and is subject to the following conditions and requirements.
A. Planning (PL)

1. PL Funds are hereby made available for use in funding an approved FY 2020 UPWP to include the following:

(a.) 2020 Fiscal Year PL distribution: Twenty-Five Thousand Dollars; $25,000

(b.) 2020 Transit planning (5303) distribution: Zero dollars; $0

TOTAL PL Funding available for programming for State Fiscal Year 2020 is Twenty-Five Thousand Dollars; $25,000

In consideration of the provisions of this Section, it is agreed that the PLANNING AGENCY is authorized to proceed with their State Fiscal year 2020 work program with a PL Funding level of Twenty-Five Thousand Dollars; $25,000

2. The PLANNING AGENCY shall match the PL Funds with local funds according to the following ratio: 20% local funds – 80% federal funds.

B. Other Planning Funds

1. For the purposes of this Agreement:

(i.) "CMAQ Funds" are those funds from the Federal Congestion Mitigation and Air Quality Improvement Program prescribed in Title 23 of the United States Code.

(ii.) "STBG Funds" are those funds from the Federal Surface Transportation Block Grant Program prescribed in Title 23 of the United States Code.

(iii.) "SPR Funds" are those funds from the State Planning and Research program prescribed in Title 23 of the United States Code (also known as Rural Planning funds).

(iv.) "Other Planning Funds" means any CMAQ, HSIP, SPR or STBG funding available for funding the Fiscal Year 2020 PLANNING AGENCY work program pursuant to this Grant Agreement. These funds will be available for work completed by June 30, 2020; any funds not spent will be de-obligated.

2. Other Available Funding Totals (See Exhibit A funds in additional to PL).

(i.) Total CMAQ Funds available for funding and programming pursuant to an approved Fiscal Year 2020 program is equal to: Zero Dollars; $0

(ii.) Total STBG Funds available for funding and programming pursuant to an approved Fiscal Year 2020 program is equal to: Twenty-Five Thousand Dollars; $25,000

(iii.) Total HSIP Funds available for funding and programming pursuant to an approved Fiscal Year 2020 program is equal to: Zero Dollars; $0

(iv.) The PLANNING AGENCY shall match these Funds with local funds according to the following ratio: 20% local funds – 80% federal funds.

C. All Planning/Flexed Funds (PL, STBG, HSIP, CMAQ and SPR), as defined in Section 1 and 1.2(B); shall be available to the PLANNING AGENCY for use through the Project End Date (PED) of June 30, 2022. INDOT will monitor these funds for inactivity. The PLANNING AGENCY agrees to advise INDOT in writing if funds are not to be used for planned UPWP activities and funds may be de-obligated.
1.6. **Statutory Authority Of Planning Agency.** The PLANNING AGENCY expressly represents and warrants to the State that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Agreement should a legal determination of its ineligibility be made by any court of competent jurisdiction.

1.7. **Use of Grant Funds by Planning Agency.** The funds received by the PLANNING AGENCY pursuant to this Grant Agreement shall be used only to implement their UPWP/SOW activities in conformance with the budget and for no other purpose.

1.8. **FHWA Approval of Amendments to UPWP.** The PLANNING AGENCY agrees that any additions or changes to their UPWP resulting in a change in the scope of work or funding levels requires formal written changes to their UPWP and a formal resolution from the PLANNING AGENCY's Board be submitted: (i) to INDOT for review; (ii) formal approval of the changes by FHWA/FTA; and (iii) for inclusion of any Amendment in the PLANNING AGENCY's TIP and INDOT's Approved STIP Document. The PLANNING AGENCY shall not commence with additional work or any change in the scope of the work, or expend any additional funding until authorized in writing by INDOT.

**ARTICLE II. GENERAL PROVISIONS.**

2.1. **Access to Records.** The PLANNING AGENCY and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available, at their respective offices at all reasonable times during the period of the Agreement and for three years from the date of final payment of federal funds, to INDOT for inspection by INDOT, FHWA, or any other authorized representative of the federal and state government and copies thereof shall be furnished at no cost if requested.

Following the expiration of this Agreement, the PLANNING AGENCY shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The PLANNING AGENCY is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the PLANNING AGENCY's fiscal year. The PLANNING AGENCY agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the PLANNING AGENCY, and not of a parent, member, or Subsidiary Corporation of the PLANNING AGENCY, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor has reviewed this Agreement and that the PLANNING AGENCY is not out of compliance with the financial aspects of this Agreement.
2.2. **Assignment: Successors.** The PLANNING AGENCY binds its successors and assignees to all the terms and conditions of this Agreement. Except as otherwise specifically provided herein, the PLANNING AGENCY shall not assign or subcontract the whole or any part of this Agreement without INDOT’s prior written consent. The PLANNING AGENCY may assign its right to receive payments, if any, to such third parties as the PLANNING AGENCY may desire without the prior written consent of INDOT, provided that the PLANNING AGENCY gives written notice (including evidence of such assignment) to INDOT thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

2.3. **Assignment of Antitrust Claims.** As part of the consideration for the award of funds under this Agreement, the PLANNING AGENCY assigns to the State all right, title and interest in and to any claims the PLANNING AGENCY may now have, or may acquire, under state or federal antitrust laws relating to the subject of this Agreement.

2.4. **Audits.** The PLANNING AGENCY acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, et seq., and audit guidelines specified by the State.

The State considers the PLANNING AGENCY to be a “Sub Recipient” under 2 C.F.R. 200.333 for purposes of this Agreement. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), PLANNING AGENCY shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

2.5. **Authority to Bind the PLANNING AGENCY.** The signatory for the PLANNING AGENCY represents that he/she has been duly authorized to execute this Agreement on behalf of the PLANNING AGENCY and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the PLANNING AGENCY when his/her signature is affixed, and accepted by the State.

2.6. **Changes in Work.** [Omitted – Not Applicable.]

2.7. **Certification for Federal-Aid Contracts Lobbying Activities.** The PLANNING AGENCY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that: the PLANNING AGENCY has complied with Section 1352, Title 31, U.S. Code, and specifically, that

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the PLANNING AGENCY, to any person for influencing or attempting to influence an officer or employee of any federal agency. a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
C. The PLANNING AGENCY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

2.8. Compliance with Laws.

A. The PLANNING AGENCY shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the PLANNING AGENCY to determine whether the provisions of this Agreement require formal modification.

B. The PLANNING AGENCY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq. and the regulations promulgated thereunder. If the PLANNING AGENCY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the PLANNING AGENCY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract. If the PLANNING AGENCY is not familiar with these ethical requirements, the PLANNING AGENCY should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at http://www.in.gov/ig/. If the PLANNING AGENCY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the PLANNING AGENCY. In addition, the PLANNING AGENCY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The PLANNING AGENCY certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The PLANNING AGENCY agrees that any payments currently due to the State of Indiana may be withheld from payments due to the PLANNING AGENCY. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the PLANNING AGENCY is current in its payments and has submitted proof of such payment to the State.

D. The PLANNING AGENCY warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the PLANNING AGENCY agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.

E. If a valid dispute exists as to the PLANNING AGENCY’s liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the PLANNING AGENCY, the PLANNING AGENCY may request that it be allowed to continue, or receive work, without delay. The PLANNING AGENCY must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The PLANNING AGENCY warrants that the PLANNING AGENCY and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall
comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. The PLANNING AGENCY affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:
   (1) The PLANNING AGENCY and any principals of the PLANNING AGENCY certify that:
      
      (A) the PLANNING AGENCY, except for de minimis and nonsystematic violations, has not violated the terms of:
         (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
         (ii) IC §24-5-12 [Telephone Solicitations]; or
         (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
      
      in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 
      (B) the PLANNING AGENCY will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

   (2) The PLANNING AGENCY and any principals of the PLANNING AGENCY certify that an affiliate or principal of the PLANNING AGENCY and any agent acting on behalf of the PLANNING AGENCY or on behalf of an affiliate or principal of the PLANNING AGENCY, except for de minimis and nonsystematic violations,

      (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 
      (B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2.9. **Condition of Payment.** [Omitted – Not Applicable.]

2.10. **Confidentiality of State Information.** [Omitted – Not Applicable.]

2.11. **Continuity of Services.** [Omitted – Not Applicable.]

2.12. **Debarment and Suspension.**

A. The PLANNING AGENCY certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the PLANNING AGENCY.

B. The PLANNING AGENCY certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The PLANNING AGENCY shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps
required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

2.13. **Default by State.** [Omitted – Not Applicable.]

2.14. **Disputes.** [Omitted – Not Applicable.]

2.15. **Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the PLANNING AGENCY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The PLANNING AGENCY will give written notice to the State within ten (10) days after receiving actual notice that the PLANNING AGENCY, or an employee of the PLANNING AGENCY in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of $25,000.00, the PLANNING AGENCY certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the PLANNING AGENCY’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the PLANNING AGENCY’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the PLANNING AGENCY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

2.16. **Employment Eligibility Verification.** As required by IC §22-5-1.7, the PLANNING AGENCY swears or affirms under the penalties of perjury that the PLANNING AGENCY does not knowingly employ an unauthorized alien. The PLANNING AGENCY further agrees that:
A. The PLANNING AGENCY shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The PLANNING AGENCY is not required to participate should the E-Verify program cease to exist. Additionally, the PLANNING AGENCY is not required to participate if the PLANNING AGENCY is self-employed and does not employ any employees.

B. The PLANNING AGENCY shall not knowingly employ or contract with an unauthorized alien. The PLANNING AGENCY shall not retain an employee or contract with a person that the PLANNING AGENCY subsequently learns is an unauthorized alien.

C. The PLANNING AGENCY shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the PLANNING AGENCY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The PLANNING AGENCY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the PLANNING AGENCY fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

2.17. **Employment Option.** [Omitted – Not Applicable.]

2.18. **Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement in accordance with Section 2.42.

2.19. **Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.20. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

2.21. **Indemnification.** The PLANNING AGENCY agrees to exculpate and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other causalities of whatever kind, or by whosoever caused, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent of negligence of the PLANNING AGENCY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall not provide indemnification to the PLANNING AGENCY.

The PLANNING AGENCY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the PLANNING AGENCY shall default under the provisions of this Section.
2.22. **Independent Entity; Workers' Compensation Insurance.** The PLANNING AGENCY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The PLANNING AGENCY shall provide all necessary unemployment and workers' compensation insurance for the PLANNING AGENCY's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

2.23. **Information Technology Enterprise Architecture Requirements.** [Omitted – Not Applicable.]

2.24. **Insurance.** The PLANNING AGENCY shall procure and maintain at its expense and without expense to INDOT until final payment by INDOT for the planning activities covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by it or its subcontractors. The PLANNING AGENCY shall maintain a certificate in its files showing that it has complied with this Section.

A. Policy covering the obligations of the PLANNING AGENCY in accordance with the provisions of the Worker's Compensation Law. This Agreement shall be void and of no effect unless the PLANNING AGENCY procures such policy and maintains it until acceptance of the work.

B. Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners or Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury and Property Damage Limits of liability of not less than Three Hundred Thousand Dollars ($300,000.00) for each person, including death at any time resulting therefrom, and not less than Five Million Dollars ($5,000,000.00) in any one accident for all damages arising out of injury to or destruction of person or property.

C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than Three Hundred Thousand Dollars ($300,000.00) for each person, including death at any time resulting therefrom, and not less than Five Million Dollars ($5,000,000.00) on any one accident for all damages arising out of injury to or destruction of property, including hired and non-owned vehicle.

2.25. **Key Person(s).** [Omitted – Not Applicable.]

**Licensing Standards.** The PLANNING AGENCY, its employees and contractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the PLANNING AGENCY pursuant to this Agreement. The State will not pay the PLANNING AGENCY for any services performed when the PLANNING AGENCY, its employees or contractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the PLANNING AGENCY shall notify the State immediately and the State, at its option, may immediately terminate this Agreement.
2.27. **Merger & Modification.** This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary Parties.

2.28. **Minority and Women's Business Enterprises Compliance.** [Omitted – Not Applicable.]

2.29. **Non-Discrimination.**

A. This Agreement is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the PLANNING AGENCY or any subcontractor.

Under IC 22-9-1-10 the PLANNING AGENCY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

B. The PLANNING AGENCY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the PLANNING AGENCY agrees that if the PLANNING AGENCY employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the PLANNING AGENCY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The PLANNING AGENCY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT’s nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT’s nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.)

C. During the performance of this Agreement, the PLANNING AGENCY, for itself, its assignees and successors in interest (hereinafter referred to as the "PLANNING AGENCY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. **Compliance with Regulations:** The PLANNING AGENCY shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination**: The PLANNING AGENCY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The PLANNING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the PLANNING AGENCY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the PLANNING AGENCY of the PLANNING AGENCY’s obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. **Information and Reports**: The PLANNING AGENCY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a PLANNING AGENCY is in the exclusive possession of another who fails or refuses furnish this information, the PLANNING AGENCY shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the PLANNING AGENCY’s noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the PLANNING AGENCY under the Agreement until the PLANNING AGENCY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions**: The PLANNING AGENCY shall include the provisions of paragraphs 1 through 5, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The PLANNING AGENCY shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the PLANNING AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the PLANNING AGENCY may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the PLANNING AGENCY may request the United States of America to enter into such litigation to protect the interests of the United States of America.
2.30. **Notice to Parties.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. Notices to the State shall be sent to:

   Indiana Department of Transportation  
   Attn: Emmanuel Nsonwu, Transportation Planner  
   Office of Engineering and Asset Management  
   100 North Senate Avenue, IGCN 955  
   Indianapolis, IN 46204  
   With a copy tc:  
   Chief Legal Counsel and Deputy Commissioner  
   Indiana Department of Transportation  
   100 North Senate Avenue, IGCN 758  
   Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

   Ohio-Kentucky-Indiana Regional Council of Governments  
   Attn: Mark Policinski, Executive Director  
   720 East Pete Rose Way, Suite 420  
   Cincinnati, OH 45202

2.31. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) This Grant Agreement, (2) Attachments prepared by the State, (3) Attachments prepared by Grantee; (4) Invitation to Apply for Grant; and (5) the Grant Application.

2.32. **Ownership of Documents and Materials.** All documents, including tracings, drawings, reports, computations, data processing cards, computer programs, and data processing output, as instruments of planning activities, are to be the joint property of INDOT and the PLANNING AGENCY. During the performance of the work contemplated herein, the PLANNING AGENCY shall be responsible for any loss or damage to the documents, including, but not limited to, information furnished by INDOT to the PLANNING AGENCY. INDOT and the FHWA shall have the right to review and inspect the PLANNING AGENCY activities at any time.

   The PLANNING AGENCY shall have the right to copyright the material developed under this Agreement provided that INDOT and the FHWA maintain a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use the work for government purposes.

   All reports published by INDOT and/or the PLANNING AGENCY shall contain a credit reference to the State of Indiana and to the FHWA in the following form: "prepared in cooperation with the State of Indiana, Indiana Department of Transportation and the Federal Highway Administration."
2.33. **Payment.**

A. All payments shall be made fifteen (15) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the PLANNING AGENCY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the planning activities that are the subject of this Agreement except as permitted by IC §4-13-2-20.

B. If the PLANNING AGENCY has any outstanding balances on any Agreement with INDOT, and such outstanding balances due to INDOT are at least sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to invoke the powers of the Auditor of the State of Indiana to make a mandatory transfer of funds from the PLANNING AGENCY’s allocation of the Motor Vehicle Highway Account and the Local Roads and Streets Account, if any, to INDOT’s account, or INDOT may withhold or garnish payments otherwise due to the PLANNING AGENCY from INDOT under this or any other Agreement to partially or wholly satisfy such outstanding balances. In addition, to satisfy any outstanding balance owed, INDOT reserves the right to withhold any and all distributions of discretionary federal funds normally issued or allocated to the PLANNING AGENCY.

2.34. **Penalties, Interest and Attorney’s Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney’s fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State’s failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

2.35. **Progress Reports.** [Omitted – Not Applicable.]

2.36. **Public Record.** The PLANNING AGENCY acknowledges that the State will not treat this Agreement as containing confidential information, and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

2.37. **Renewal Option.** [Omitted – Not Applicable.]

2.38. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.39. **Status of Claims.** The PLANNING AGENCY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the PLANNING AGENCY resulting from services performed under this Agreement.

2.40. **Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

2.41. **Taxes.** The State is exempt from most federal, state and local taxes. The INDOT will not be responsible for any taxes levied on the PLANNING AGENCY or its contractors as a result of this Agreement.
2.42. **Termination for Convenience.** This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

2.43. **Termination for Default.** [Omitted – Not Applicable.]

2.44. **Travel.** [Omitted – Not Applicable.]

2.45. **Indiana Veteran’s Business Enterprise Compliance.** [Omitted – Not Applicable.]

2.46. **Waiver of Rights.** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State’s review, approval or acceptance of, nor payment for, the planning activities required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the PLANNING AGENCY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the PLANNING AGENCY’s negligent performance of any of the services furnished under this Agreement.

2.47. **Work Standards.** [Omitted – Not Applicable.]

2.48. **Delays and Extensions.** INDOT may, in the exercise of its sole, reasonable discretion, choose to permit extensions of time to the PLANNING AGENCY to complete the work described herein in the event that the PLANNING AGENCY encounters delays beyond control. However, the Parties understand and agree that any extensions of time granted shall not constitute or operate as a waiver on the part of INDOT of any of its rights herein.

2.49. **Disadvantaged Business Enterprise Program.** Notice is hereby given to the PLANNING AGENCY or SUB-PLANNING AGENCY that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Grant Agreement and, after notification, may result in termination of the Agreement or such remedy as INDOT deems appropriate. The referenced section requires the following policy and disadvantaged business enterprise (DBE) assurance to be included in all subsequent Agreements between the PLANNING AGENCY and any SUB-PLANNING AGENCY:

The PLANNING AGENCY, and any sub recipient or SUB-PLANNING AGENCY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The PLANNING AGENCY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Agreements. Failure by the PLANNING AGENCY 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.

As part of the PLANNING AGENCY’s equal opportunity affirmative action program, it is required that the PLANNING AGENCY shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise SUB-PLANNING AGENCYS, vendors or suppliers.
2.50. **Employment.** During the period of this Agreement, the PLANNING AGENCY shall not engage with, on full or part time or other basis, any Indiana Department of Transportation personnel who remain in the employ of the Indiana Department of Transportation.

2.51. **Pollution Control Requirements.** If this Agreement is for One Hundred Thousand Dollars ($100,000.00) or more, the PLANNING AGENCY:

A. Stipulates that any facility to be utilized in performance under or to benefit from this Agreement is not listed on the Environmental Protection Agency ("EPA") List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended:

B. Agrees to comply with all of the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

C. Stipulates that, as a condition of federal-aid pursuant to this Agreement, it shall notify the INDOT and the FHWA of the receipt of any notice indicating that a facility to be utilized in performance under or to benefit from this Agreement is under consideration to be listed on the EPA listing of Violating Facilities.

2.52. **General.** This Agreement represents the entire understanding between the Parties relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. The headings are inserted for convenience only and do not constitute part of this Agreement. This Agreement shall not be effective unless and until approved by the Attorney General of Indiana (or an authorized representative) as to form and legality.

[Remainder of Page Intentionally Left Blank]
Non-Collusion and Acceptance

The undersigned atests, subject to the penalties for perjury, that the undersigned is the PLANNING AGENCY, or that the undersigned is the properly authorized representative, agent, member or officer of the PLANNING AGENCY. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the PLANNING AGENCY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the PLANNING AGENCY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

In Witness Whereof, the PLANNING AGENCY and the State have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

OHIO-KENTUCKY-INDIANA COUNCIL OF GOVERNMENTS

By: ____________________________

Mark R. Policinski, Executive Director
Printed
Date 6/7/19

Attest:

Katie Hannum
Signature
Katie Hannum
Printed
Sr. Accountant
Title
Date 6/7/19

STATE OF INDIANA
Indiana Department of Transportation
Recommended for approval:

Roy Nunnally, Director
Date 6/26/19
INDOT Technical Planning & Programming

Executed by:

Heather Kennedy
Deputy Commissioner
INDOT Capital Program Management
Date 6/12/19

Lesley A. Crane, Commissioner
IN Department of Administration
Date

Zachary Q. Jackson, Director
IN State Budget Agency
Date

Approved as to Form and legality:

Curtis T. Hill Jr., Attorney General
State of Indiana
Date

Page 18 of 19
EXHIBIT A
Fiscal YEAR 2020 UPWP Federal Funding

Work Elements are more fully described in the FY 2020 UNIFIED PLANNING WORK PROGRAM as prepared and submitted by the Ohio-Kentucky-Indiana Council of Governments for State FY 2020 and approved by the Federal Highway Administration through the Indiana Department of Transportation and is incorporated herein by reference.

<table>
<thead>
<tr>
<th>Work Element</th>
<th>PL</th>
<th>STBG</th>
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FY 2020 Federal Funds By Type  $25,000*  $25,000*

Total FY 2020 UPWP PL/STBG Programmed Amount: $50,000

*Note: One purchase order (PO) will be processed for the total cost of PL/STBG funds with multiple lines for each work element: for billing purposes.
MEMORANDUM OF UNDERSTANDING

AMONG

THE OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS,
THE OHIO ENVIRONMENTAL PROTECTION AGENCY,
THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT,
THE INDIANA DEPARTMENT OF TRANSPORTATION,
THE MIAMI VALLEY REGIONAL PLANNING COMMISSION,
THE OHIO DEPARTMENT OF TRANSPORTATION,
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY-REGION 5,
THE FEDERAL HIGHWAY ADMINISTRATION-OHIO DIVISION,
THE FEDERAL HIGHWAY ADMINISTRATION-INDIANA DIVISION,
THE FEDERAL TRANSIT ADMINISTRATION-REGION 5

The purpose of this Memorandum of Understanding (MOU) is to implement section 176(c)(4)(E) of the Clean Air Act (CAA), as amended (42 USC 7401 et seq.), the related requirements of 23 U.S. C. 109(j), and regulations under the Code of Federal Regulations (CFR) section 40, Part 93, Subpart A with respect to the conformity of transportation plans, programs, and projects that are developed, funded or approved by the United States Department of Transportation (U.S. DOT) and by Metropolitan Planning Organizations (MPOs), and the Ohio Department of Transportation (Ohio DOT), the Indiana Department of Transportation (INDOT) or other recipients of funds under title 23 USC or the Federal Transit Laws (49 USC Chapter 53). This MOU sets forth policy, criteria, and procedures for demonstrating and assuring conformity of such activities to applicable implementation plans developed according to Part A, section 110 and Part D of the CAA.

This is a MOU concerning the criteria and procedures for the conformity determination of transportation plans, programs and projects in the Cincinnati-Middletown-Wilmington OH-KY-IN, Combined Statistical Area for National Ambient Air Quality Standards (NAAQS), pursuant to the CAA Amendments of 1990.

The Kentucky portion of the Cincinnati-Middletown-Wilmington OH-KY-IN area will have a separate state rule or agreement for transportation conformity consultation. Although the Kentucky agencies and Region 4 federal agencies are not parties to this agreement, the agencies are expected to participate in the consultation meetings and to review materials. These parties are: Kentucky Environmental and Public Protection Cabinet (KEPPC); United States Environmental Protection Agency-Region 4 (U.S. EPA-R4); Kentucky Transportation Cabinet (KYTC); Federal Highway Administration-Kentucky Division (FHWA-KY); and Federal Transit Administration-Region 4 (FTA-R4). These parties do not need to be signatories to this MOU since Kentucky will submit a revision to the Kentucky SIP to address transportation conformity consultation procedures which will be the same or substantially similar to these procedures.

The 10 parties to this MOU are as follows, hereafter referred to as “all parties”:

Ohio-Kentucky-Indiana Regional Council of Governments MPO (OKI)
Miami Valley Regional Planning Commission (MVRPC)
Ohio Environmental Protection Agency (Ohio EPA)
Indiana Department of Environmental Management (IDEM)
Ohio Department of Transportation (Ohio DOT)
Indiana Department of Transportation (INDOT)
Federal Highway Administration-Ohio Division (FHWA-OH)
Federal Highway Administration-Indiana Division (FHWA-IN)
Federal Transit Administration-Region 5 (FTA-R5)
United States Environmental Protection Agency-Region 5 (U.S. EPA-R5)
This MOU will be submitted as a revision to the Ohio State Implementation Plan (SIP) required by section 176 of the CAA Amendments of 1990 and will govern conformity determinations in the OKI MPO area. The OKI region consists of Dearborn County, Indiana; Boone, Campbell, and Kenton counties in Kentucky; Butler, Clermont, Hamilton and Warren counties in Ohio. OKI is responsible for the air quality conformity determination for the region’s transportation plans, projects and programs in these counties. Clinton County is outside of the OKI region, but is part of the ozone nonattainment area. Ohio DOT is the lead planning agency for Clinton County. MVRPC is the lead planning agency for the cities of Franklin, Carlisle and Springboro in Warren County Ohio.

This MOU will continue to apply to any revised nonattainment area geographies resulting from future designations, or designation revisions for the criteria pollutants within the OKI areas.

Execution of this MOU by each party shall be by signature of each party’s representative.

The provisions of this MOU shall be implemented through appropriate procedures, resolutions, or other means, in order to comply with the requirements of all federal and state laws and regulations relating to the conformity determination and development of applicable implementation plan revisions. This MOU along with Attachments A and B defines and delineates the roles, processes, and responsibilities of each signatory to this MOU.
Attachment A

Transportation Air Quality Conformity Protocol

Conformity Procedures

In accordance with the requirements under section 176 (c)(4)(C) of the CAA, Ohio EPA submitted a state implementation plan (SIP) revision to U.S. EPA on August 17, 1995. This submittal was found to be complete on October 5, 1995. In this submittal, Ohio EPA adopted state rules to meet the requirements of 40 CFR Part 51, Subpart T, as published on November 24, 1993. Transportation conformity is required for all nonattainment or maintenance areas for any transportation related criteria pollutants [40 CFR 51.394 (b)].

On August 10, 2005, the President signed into law the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). SAFETEA-LU promotes more efficient and effective Federal surface transportation programs by focusing on transportation issues of national significance, while giving state and local transportation decision makers more flexibility for solving transportation problems in their communities. Section 6011 of SAFETEA-LU specifically addresses transportation conformity. One of the requirements, (f)(4)(E) states,

“Not later than 2 years after the date of enactment of the SAFETEA-LU the procedures under subparagraph (A) shall include a requirement that each state include in the state implementation plan criteria and procedures for consultation required by subparagraph (D) (i), and enforcement and enforceability (pursuant to sections 93.125 (c) and 93.122 (a) (4) (ii) of Title 40, Code of Federal Regulations (CFR) in accordance with the Administrator’s criteria and procedures for consultation, enforcement and enforceability.”

States are no longer required to adopt all of the provisions of the federal conformity rule. The three required conformity SIP elements are:

1) consultation procedures [40 CFR 93.105] (Attachment B);
2) procedures for determining regional transportation-related emissions [40 CFR 93.122(a)(4)(ii)] (Attachment A); and
3) enforceability of design concept and scope and project-level mitigation and control measures [40 CFR 93.125 (c)] (Attachment A).

In accordance with 40 CFR 93.105, the SIP or SIP revision shall include procedures for interagency consultation (federal, state and local), resolution of conflicts, and public consultation as described in Attachment B. Public consultation shall be developed in accordance with the requirements for public participation in 23 CFR Part 450. The SIP shall include procedures to be undertaken by OKI, state and federal DOTs, local air quality agencies and U.S. EPA, prior to making transportation conformity determinations, and by state and local air agencies and U.S. EPA with OKI, state and federal DOTs, in developing applicable implementation plans. OKI and Ohio DOT must provide reasonable opportunity for consultation with all parties and local air quality and transportation agencies as described in Attachment B.

In accordance with 40 CFR 93.122(a)(4)(ii), OKI will not include emissions reduction credits from any control measures that are not included in its transportation plan (TP) or transportation improvement program (TIP) and do not require a regulatory action, in the regional emissions analyses used in the conformity demonstration unless OKI, or FHWA/FTA obtains written commitments, as defined in 40
CFR 93.101, from the appropriate entities to implement those control measures. The written commitments to implement those control measures must be fulfilled by the appropriate entities. Prior to making a conformity determination on a TP or TIP, OKI will ensure the project design concept and scope are appropriately identified in the emissions analyses used in the regional conformity demonstration.

In accordance with 40 CFR 93.125(c), prior to making a project-level conformity determination for a transportation project, FHWA/FTA must obtain from the project sponsor and/or operator written commitments, as defined in 40 CFR 93.101, to implement any project-level mitigation or control measures in the construction or operation of the project identified as conditions for National Environmental Policy Act (NEPA) approval. The written commitments to implement those project-level mitigation or control measures must be fulfilled by the appropriate entities. Prior to making a project-level conformity determination, written commitments will be obtained before such mitigation or control measures are used in a project-level hot-spot conformity analysis [40 CFR 93.125(c)]. Consultation on these commitments will take place as a part of a consultation process prior to the project-level conformity analysis and determination. Interagency consultation for a project-level conformity analysis may occur separately from the consultation used during the development of a regional conformity demonstration.
Attachment B

Interagency Consultation Procedures

I. General

Ohio EPA will submit these consultation procedures as a revision to the SIP, whereby all parties to this MOU and other organizations with responsibilities for developing, submitting, or implementing provisions of a SIP must consult with each other on the development of the SIP, the TP, the TIP, and associated conformity determinations in accordance with 40 CFR 93.105(b)(1).

These procedures implement the interagency consultation process for OKI and include procedures to be undertaken by all parties to this MOU before making transportation conformity determinations on the TP and TIP in accordance with 40 CFR 93.105(a)(1) and 40 CFR 93.105(c)(3). This area’s geographic coverage includes two MPO’s, eight counties in three states: Dearborn County, Indiana; Boone, Campbell, Kenton counties in Kentucky; Butler, Clermont, Hamilton and Warren counties in Ohio. OKI’s TP and TIP address only the MPO area. Clinton County is outside of the OKI region, but is part of the nonattainment area. Ohio DOT is the lead planning agency for Clinton County. MVRPC is the lead planning agency for the cities of Franklin, Carlisle and Springboro in Warren County, Ohio. These analyses are combined to make a conformity determination for the OKI region. KYTC and IDEM are lead planning agencies for their respective areas not within the OKI region.

Persons of any organizational level in the signatory agencies may participate in the of the interagency consultation group. All consultation will be open to the public, but not necessitate official public notification. Each agency chooses its representative for interagency consultation, and forwards that person’s contact info to OKI whose representative is responsible for maintaining the participant list. Changes in representatives will be given to OKI. OKI will in turn redistribute it to all parties. OKI is responsible for convening meetings and providing an agenda.

Interagency consultation frequency will be as needed, unless there is consensus among the consultation parties to meet on a specific schedule (i.e. quarterly, biannually, annually, etc.). In most cases, consultation will be via conference call and/or email unless the interagency consultation group decides that certain items may require a face-to-face meeting and could not be handled via conference call or email.

Early in the TP and/or TIP development process, the MPO will develop a schedule for key activities and meetings leading up to the adoption of the TP, TIP or amendment to the TP or TIP. In developing the draft TP and/or TIP, the MPO brings important air quality conformity TP and/or TIP related issues to all parties in the interagency consultation group for discussion and feedback. OKI is responsible for making all materials used for these discussions available to the interagency consultation group prior to the consultation sessions. Similar consultation will occur with TP amendments if a new regional analysis is required.

Public participation in the development of the TP and/or TIP will be provided in accordance with OKI’s adopted Public Participation Procedures in accordance with 23 CFR 450.

OKI will provide the interagency consultation group an opportunity to review the draft conformity analysis. This review will typically take place during the public review period. This is typically done by e-mail. The interagency consultation group will respond promptly to the OKI staff with any comments. Members of the public can comment on the draft conformity analysis in accordance with OKI’s adopted
OKI and Ohio EPA will be responsible for maintaining a list of any TCMs that are in the applicable SIP for the OKI area [see section IV a].

The following process provides for final documents to be provided to all interagency consultation group members as required by 40 CFR 93.105(c)(7):

After the OKI Board of Director’s (MPO Board) adopts the final TP or TIP and associated conformity determination, OKI will provide the final conformity documentation to FHWA and the interagency consultation group for a federal conformity finding. FHWA will initiate formal consultation and will provide 30 days for written comments from the interagency consultation group members. If appropriate, FHWA will issue the formal conformity finding on behalf of U.S. DOT. The TP update or amendment becomes effective the date the U.S. DOT conformity finding is issued. The TIP update or amendment only becomes effective after the U.S. DOT conformity finding is issued, and the FHWA approves the associated TIP update or amendment into Ohio’s State Transportation Improvement Program (STIP). OKI will transmit electronic copies of the final conformity analysis to the interagency consultation group members and place a final copy on OKI’s Web site.

II. Consultation on Transportation Plans, Transportation Plan Amendments, Transportation Improvement Programs, and Transportation Improvement Program Amendments [40 CFR 93.105]

Consultation on all non-conformity related aspects of transportation plans, transportation improvement programs, and amendments thereto shall be governed by the applicable participation plans developed pursuant to 23 USC 134/49 USC 5303(i)(5), (i)(6), and (j)(4) and 23 USC 135/49 USC 5304 (f)(3) and (g)(3). Consultation on conformity related aspects of these activities are delineated below.

a) Consultation on Transportation Plan and Transportation Plan Amendment Conformity Process

The federal conformity rules at 40 CFR Part 93 defines the criteria and procedures by which conformity will be established in accordance with 40 CF 93.105 (c), interagency consultation will include the following topics, as appropriate:

- travel forecasting and modeling assumptions;
- latest planning assumptions;
- motor vehicle emission factors to be used in conformity analysis;
- appropriate analysis years;
- determination of exempt projects and evaluating whether projects otherwise exempted (as listed in 93.126 and 93.127) should be treated as non-exempt;
- determination of which minor arterials and other transportation projects should be considered regionally significant projects for the purposes of regional emissions analysis (in addition to those functionally classified as principal arterial or higher or fixed guideway systems or extensions that offer an alternative to regional highway travel;
- which projects should be considered to have a significant change in design concept and scope from the transportation plan or TIP;
- treatment of regionally significant projects (federal and non-federal funded) assumed in the transportation network and the year of operation;
OKI is the lead agency for development of its transportation plans and amendments thereto. OKI is the lead agency for the development of the associated transportation conformity analyses for the Ohio counties of Butler, Clermont, Hamilton, and Warren, the Kentucky counties of Boone, Campbell and Kenton, and Dearborn County, Indiana. MVRPC, Ohio DOT, KYTC and IDEM are lead agencies for the conformity analyses for their respective areas outside the OKI region. OKI and the interagency consultation group will be provided the opportunity to review the Ohio DOT, and INDOT analyses prior to inclusion in the overall conformity document. The interagency consultation parties will participate in the plan development process, review associated documentation, and collaboratively decide on aspects of the conformity determination that must be determined through interagency consultation according to the regulations at 40 CFR Part 93. Opportunity for comment and participation is provided in the interagency consultation conferencing and by commenting on draft materials as described in the general of this document.

If new designations for criteria pollutants occur that expand analyses areas beyond those defined above, interagency consultation will determine the parties responsible for conducting those analyses in accordance with 40 CFR 93.105(c)(2)(ii).

b) **Consultation and Notification Procedures for Conformity Analysis of TIP and TIP Amendments**

Federal conformity rules at 40 CFR Part 93 defines the criteria and procedures by which conformity will be established. Following OKI’s notice that the TIP air quality conformity process has been initiated, OKI and Ohio DOT will coordinate the TIP transportation conformity interagency consultation process. Interagency consultation will include the same topics listed for the transportation plan (see section II. a) as well as the additional topics listed below in accordance with 40 CFR 93.105 (c).

- identification of exempt TIP projects;
- identification of exempt projects which should be treated as nonexempt; and
- determination of an interim TIP (in the event of a conformity lapse) inclusive of projects that can advance during a conformity lapse.

For TIP amendments, OKI and Ohio DOT will consult as identified below:

Consultation required in situations requiring a conformity determination, including but not limited to:

- add non-exempt, regionally significant project that has not been accounted for in the regional emissions analysis; and
- change in non-exempt, regionally significant project that is not consistent with the design concept and scope or the conformity analyses years.
The interagency consultation group will be provided an opportunity to review the draft TIP or TIP amendment conformity documentation concurrent with the TIP public involvement review period. OKI will respond to any questions or comments from the consultation parties within 10 days. After the public review period OKI will adopt the final TIP or TIP amendment and conformity determination. OKI will provide the final TIP or TIP amendment and conformity documentation to the affected state DOT(s). The affected state DOT(s) will forward the documents to FHWA/FTA for final review, incorporation into the STIP and U.S. DOT conformity determination as required by 40 CFR 93.105 (c)(7) and 23 CFR 450.322 of the FHWA/FTA Statewide and Metropolitan Planning rule. Copies of the final TIP or TIP amendment and conformity documentation will be made available on OKI’s Web site.

III. Transportation Plan and Transportation Improvement Program Interagency Consultation
Agency Roles and Responsibilities [40 CFR 93.105(b)(2)]

Ohio EPA, IDEM
- Reviews and comments on all aspects of the conformity determinations for the TP and TIP in a timely manner;
- Develops, solicits input on and adopts motor vehicle emission budgets;
- Seeks U.S. EPA approval for the use of motor vehicle emissions factors and mobile source budgets in conformity analyses; and
- Reviews and comments on the transportation plan and TIP development documentation and associated air quality analyses in as agreed in this document.

Ohio DOT, INDOT
- Participates as a voting member of the OKI Board of Director’s and committees as defined by the OKI agency bylaws;
- Project initiator for state sponsored transportation improvement projects in the OKI region;
- Works directly with OKI in providing and reviewing detailed project programming information;
- Defines the design concept and scope of state sponsored transportation improvement projects to conduct regional emissions analysis;
- Promptly notifies OKI of changes in design concept and scope, cost, and implementation year of regionally significant state sponsored projects;
- Assures project-level CO and PM hotspot analyses are included in OKI region transportation project NEPA documentation when required;
- Identifies and commits to project-level CO and PM mitigation measures for state sponsored transportation projects, as required;
- Implements TCMs for which Ohio DOT/KYTC/INDOT is responsible on the schedule that is found in the SIP;
- Maintains a list of TCMs in the SIP and progress toward implementing the TCMs;
- Works with local municipalities and other project sponsors to ensure that the above procedures are also implemented on locally sponsored highway projects; and
- Assists OKI with travel demand modeling and mobile source emissions estimating processes.

For STIP and STIP amendments exclusively involving projects within the Cincinnati-Middletown-Wilmington OH-KY-IN, Combined Statistical Area for NAAQS, but outside MPO boundaries, Ohio DOT, or INDOT will develop, coordinate, prepare and circulate conformity documentation for interagency consultation and public participation.
OKI
- Develops, coordinates, and circulates transportation plan and TIP supporting and technical documentation for interagency consultation and public participation;
- Conducts transportation plan/TIP and air quality conformity public participation processes;
- Maintains demographic and land use data for travel demand forecasting and regional emissions analysis;
- Works with Ohio DOT, INDOT and local sponsors to define the design concept and scope of projects in the transportation plan and TIP to conduct regional emissions analysis;
- Prepares transportation plan/TIP conformity documentation;
- Includes funding for SIP mandated TCMs in the transportation plan and TIP if required; and
- Adopts transportation plan/TIP, performs the regional emissions analysis and makes conformity determinations.

MVRPC, in the Cincinnati (Franklin, Carlisle, and Springboro) Air Quality Region:
- Develops, coordinates, and circulates transportation plan and TIP supporting and technical documentation for interagency consultation and public participation;
- Conducts transportation plan/TIP and air quality conformity public participation processes;
- Provides OKI with the design concept and scope of projects in the transportation plan and TIP to conduct regional emission analyses;
- Prepares transportation plan/TIP conformity documentation;
- Includes funding for SIP mandated TCMs in the transportation plan and TIP; and
- Adopts transportation plan/TIP and make conformity determinations.

In the Cincinnati (Franklin, Carlisle, and Springboro) Air Quality Region OKI will:
- Maintains demographic and land use data for travel demand forecasting and regional emissions analysis; and
- Conducts the analysis and prepare transportation plan/TIP conformity documentation.

If a new conformity determination is needed in the Cincinnati Air Quality Region due to transportation plan/TIP amendments in the MVRPC MPO only, MVRPC will be responsible for initiating interagency consultation and conducting the public participation process and OKI will conduct the conformity analysis and provide conformity documentation.

U.S. EPA
- Administers and provides guidance on the CAA and transportation conformity regulations;
- Determines adequacy of motor vehicle emissions budget used for making conformity determinations;
- Reviews and comments on transportation plan and transportation improvement program documentation in keeping with participation plan requirements; and
- Reviews and comments on conformity determinations for the transportation plans and transportation improvement programs.

FHWA/FTA
- Consults with U.S. EPA on transportation conformity determinations.
- Provides guidance on transportation planning regulations;
- Ensures that all transportation planning and transportation conformity requirements contained in 23 CFR Part 450 and 40 CFR Part 93, respectively, are met;
- Works with transit agencies to ensure that conformity procedures are implemented in transit agency-sponsored projects; and
IV. State Implementation Plan (SIP) Consultation Process [40 CFR 93.105]

a. SIP Consultation Structure and Process in Ohio

Ohio EPA is responsible for preparing the SIP. If new transportation control strategies or TCMs are considered necessary to achieve and/or maintain federal air quality standards, the interagency consultation group will discuss possible TCMs for inclusion in the SIP. Ohio EPA will provide and update schedules for SIP development that will be available to all agencies and the public. Public involvement will be in accordance with Ohio EPA’s public involvement procedures. Key documents will be posted on Ohio EPA’s Web site. SIP development will normally cover inventory development, determination of emission reductions necessary to achieve and/or maintain federal air quality standards, transportation and other control strategies that may be necessary to achieve these standards, contingency measures, and other such technical documentation as required.

Ohio EPA is responsible for informing OKI of any TCMs in the SIP and OKI is responsible for maintaining a list of these TCMs and is responsible for tracking progress toward implementation and will share the list and implementation schedule with the interagency consultation parties. The interagency consultation parties will determine as required by 40 CFR 93.113(c) (1) whether past obstacles to implementation of TCMs, which are behind the schedule established in the SIP, have been identified and are being overcome. The interagency consultation group will assure that state and local agencies provide approval and funding priority to TCMs that are approved in the SIP. The interagency consultation group will also consider revisions to the SIP to remove TCMs or substitute TCMs or other emission reduction measures.

OKI and Ohio DOT develop the travel activity and emissions data that are used by Ohio EPA in establishing the on-road motor vehicle emission inventories for the SIP with consultation from Ohio EPA on the inputs for emission modeling.

If new transportation control strategies are considered that may aid the region to achieve and/or maintain federal air quality standards, Ohio EPA will provide OKI and Ohio DOT with guidance for estimating their impacts on regional emissions. This SIP process will define the motor vehicle emissions budget (MVEB), and its various components, that will be used for future conformity determinations of the TP and TIP. Prior to publishing the draft SIP, OKI, Ohio DOT, KYTC, KEPPC, INDOT and IDEM will have an opportunity to review and comment on the proposed MVEB.

In accordance with 40 CFR 93.105 (b)(2)(iii) and 40 CFR 93.105 (c)(7) Ohio EPA will circulate the draft SIP for public review, and all comments will be responded to in writing prior to adoption of the SIP. The draft will be amended as needed in response to comments received. Ohio EPA will then transmit the final document with amendments, along with the public notice, public hearing transcript and a summary of comments and responses, to U.S. EPA.

b. Agency Roles and Responsibilities [40 CFR 93.105(b)(2)(i)]

The following provides a summary on the roles and responsibilities of the different agencies with involvement in development and review of SIP submittals dealing with TCMs or emissions budgets.
Ohio EPA, KEPPC, IDEM
- Responsible for air quality monitoring, preparation and maintenance of detailed and comprehensive emissions inventories, air quality modeling, and other air quality planning and control responsibilities;
- Responsible for preparing drafts of SIP submittals, revising those drafts, incorporating other agencies’ comments, attending and scheduling public hearings, preparing public hearing transcripts and responding to public comments;
- Responsible for timely SIP submittal to U.S. EPA; and
- Provides concurrence with TCM substitution in the SIP.

Ohio DOT, KYTC, INDOT
- Assists in developing regional travel demand forecasts used in the SIP mobile emissions inventories and analyses of new TCMs;
- Assists in developing mobile source inventories and analyses as needed; and
- Participates in reviewing and commenting on draft SIP documents.

OKI
- Responsible for developing regional transportation emissions analysis used in the SIP emissions inventories and analyses of new TCMs;
- Monitor and report on implementation of federal TCMs;
- Responsible for providing review and comments on draft SIP documents; and
- Provides concurrence with TCM substitution in the SIP.

U.S. EPA
- Receives the Ohio EPA SIP submittals and has the responsibility to act on them in a timely manner;
- Reviews and comments on submittals through various meetings, workshops and hearing that are conducted;
- Provides guidance on the CAA;
- Determines adequacy of motor vehicle emissions budget used for making TP/TIP conformity findings; and
- Provides concurrence with TCM substitution in the SIP.

FHWA/FTA
- Provides guidance on transportation planning regulation; and
- Participates in the SIP review and comment process.

Please note: while these are key areas and agencies involved in the development of the SIP, participation in the SIP process by other agencies may occur.

V. Project-level Conformity Determinations for Carbon Monoxide (CO) and/or Fine Particulate Matter (PM) [40 CFR 93.105 (c)(1)(i)]

Project sponsors are required to conduct project-level conformity analyses by the FHWA/FTA NEPA process. FHWA/FTA are responsible for making all project-level conformity determinations. FHWA/FTA, with the participation of U.S. EPA, identifies the applicable procedures for CO and/or PM analyses. Project sponsors should use the most recently identified procedures. In accordance with 40 CFR 93.105 (c)(1)(i) and other applicable regulations, Ohio DOT, KYTC and INDOT will determine the following:
1. That FHWA/FTA, with U.S. EPA review participation, has approved the project-level CO and/or PM conformity analyses which are included in the project’s environmental document prior to initiating federal authorizations.

2. That the design concept and scope of the project has not changed significantly from that used by OKI, Ohio DOT, KYTC and INDOT in their most recent regional transportation conformity analyses of the TP and TIP.

The OKI governing board or policy committee may periodically review and participate with Ohio DOT, KYTC, INDOT and other agencies as appropriate in the update of the CO and/or PM analyses. Through the NEPA process, Ohio DOT, KYTC and INDOT may provide technical guidance to project sponsors who use these procedures.

VI. Monitoring of Transportation Control Measures (TCMs) [40 CFR 93.105 (c)(1)(iv)]

As part of the conformity documentation for a TP and/or TIP, OKI will identify the status of SIP TCMs. If TCM emissions reductions are included as part of the motor vehicle emissions budget, OKI will estimate the portion of emission reductions that have been achieved. If there are funding or scheduling issues for a SIP transportation control measure, OKI will describe the steps being undertaken to overcome these obstacles, including means to ensure that funding agencies are giving these TCMs maximum priority. OKI may propose substitution of a new TCM or TCMs for all or a portion of an existing TCM that is experiencing implementation difficulties (see section VII below).

VII. Conflict Resolution [40 CFR 93.105 (d)]

Conflicts between any parties of this MOU that arise during consultation will be resolved as follows:

1. A statement of the nature of the conflict will be prepared and agreed to by the conflicting parties and shared with the remaining signatories.

2. Disagreeing parties will consult in a good faith effort to resolve the conflict in a manner acceptable to all parties.

3. If they are unsuccessful, the directors of the signatory agencies or their designees shall meet to resolve differences in a manner acceptable to all parties.

4. If none of the above steps produces a satisfactory resolution, the directors of the signatory agencies have 14 days to appeal to the governor(s) of the affected states. OKI will send correspondence to the directors of the signatory agencies informing them that attempts to resolve the conflict have failed and they plan to proceed with their conformity decision or policy in conflict. The 14-day appeal period will commence on the first normal business day following Ohio EPA’s and IDEM’s receipt of correspondence (whichever is later) via Certified U.S. Mail and/or other certified delivery from OKI. The appeal period will expire at midnight of the 14th calendar day following receipt of such notice.

5. If a party other than Ohio EPA or IDEM appeals to the Governor, that participant must inform the Ohio EPA or IDEM of the Governor’s response to the appeal. Ohio EPA or IDEM has an additional 14 calendar days from that notification of appeal to the Governor if it disagrees with the response. If Ohio EPA or IDEM appeals to their respective Governor, the final conformity
determination must have the concurrence of the Governor. If Ohio EPA or IDEM does not appeal to the Governor within 14 days, OKI may proceed with the final conformity determinations. The Governor may delegate his or her role in the process, but not to the head or staff of Ohio EPA, Ohio DOT, IDEM, INDOT or OKI.

VIII. Public Consultation Procedures [40 CFR 93.105 (e)]

OKI will follow its adopted public participation procedures when making conformity determinations on transportation plans and programs. These procedures establish a proactive public participation process which provides opportunity for public review and comment by, at a minimum, providing reasonable public access to technical and policy information considered by OKI at the beginning of the public comment period and prior to taking formal action on a conformity determination for the TP and TIP, consistent with these requirements and those of 23 CFR 450.316(a). Meetings of OKI are open to the public. Any charges imposed for public inspection and copying should be consistent with the fee schedule contained in 49 CFR 7.43. These agencies also shall provide opportunity for public participation in conformity determinations for projects where otherwise required by law.
MEMORANDUM OF UNDERSTANDING
TRANSPORTATION CONFORMITY
CONSULTATION PROCEDURES
Parties: OKI, MVRPC, Ohio EPA, Ohio DOT, IDEM, INDOT, FHWA, FTA and U.S.
EPA

LIST of SIGNATORIES
Note: Signatures appear on separate, multiple pages.

Mark Policinski
Executive Director
Ohio-Kentucky-Indiana Regional Council of Governments

Donald R. Spang
Executive Director
Miami Valley Regional Planning Commission

Chris Korleski
Director
Ohio Environmental Protection Agency

James G. Beasley, P.E., P.S.
Director
Ohio Department of Transportation

Daniel Murray
Assistant Commissioner
Indiana Department of Environmental Management, Office of Air Quality

Karl B. Browning
Commissioner
Indiana Department of Transportation

Dennis Decker
Division Administrator
Ohio Division
Federal Highway Administration (FHWA-OH is lead for U.S. DOT)

Robert F. Tally, Jr., P.E.
Division Administrator
Indiana Division
Federal Highway Administration

Marisol Simon
Regional Administrator
Region 5
Federal Transit Administration

Mary Gade
Regional Administrator
Region 5
U.S. Environmental Protection Agency
Memorandum of Agreement
Among
The Ohio-Kentucky-Indiana Regional Council of Governments (OKI);
The Butler County Regional Transit Authority (BCRTA);
The Clermont Transportation Connection (CTC);
Middletown Transit Services (MTS);
The Southwest Ohio Regional Transit Authority (SORTA);
The Warren County Transit Service (WCTS);
And
The Ohio Department of Transportation (ODOT)

I. Purpose:

To develop, design, and implement standard procedures of operation and coordination amongst the public transportation operators, Metropolitan Planning Organizations (MPO(s)), and the Ohio Department of Transportation (ODOT) concerning the performance based planning process, including coordination on: data collection, data analysis, data sharing, target setting, reporting of targets and target achievement, data collection for the National Highway System (NHS) Asset Management Plan, and the Transit Asset Management (TAM) Plan pursuant to 23 CFR 450; 23 CFR 490; 49 CFR 625; 49 CFR 630; & 49 CFR 673. The measures addressed include: safety, bridge condition, pavement condition, system reliability, freight movement, TAM, and Congestion Mitigation and Air Quality (CMAQ). There are additional transit safety performance measures that have not been finalized [49 CFR 673]; information on those will be added after the publication of the final rule. This document will serve as a Memorandum of Understanding, hereafter referred to as “Agreement,” between all parties for all the contents and implementation processes presented herein.

II. Introduction:

This Agreement documents the coordination and consensus among The Ohio-Kentucky-Indiana Regional Council of Governments (OKI), hereafter referred to as “the MPO”; The Butler County Regional Transit Authority (BCRTA), The Clermont Transportation Connection (CTC), The Middletown Transit System (MTS), The Southwest Ohio Regional Transit Authority (SORTA), and The Warren County Transit Service (WCTS), hereafter referred to as “the Public Transit Operator(s)”; and the Ohio Department of Transportation, hereafter referred to as “ODOT” regarding their mutual responsibilities in carrying out the performance based transportation planning and programing process for the OKI metropolitan planning area designated to OKI by the Governor of the State of Ohio.

The MPO, the Public Transit Operator(s), and ODOT agree to collectively conduct a continuing, comprehensive, and cooperative metropolitan transportation planning
process for the OKI metropolitan planning area to establish performance targets pursuant to 23 USC 134.

III. National Goals and Ohio’s Commitment to Performance Based Planning:

Public transportation operators, the MPO, and ODOT will engage in performance-based planning and programming processes that result in transportation plans, programs, and projects that support the national goals of performance based planning pursuant to 23 USC 150(b) and the general purposes outlined in 49 USC 5301. The Federal-aid highway program national goals to be addressed are:

A. **Safety**: To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
B. **Infrastructure condition**: To maintain the highway infrastructure asset system in a state of good repair.
C. **Congestion reduction**: To achieve a significant reduction in congestion on the National Highway System.
D. **System reliability**: To improve the efficiency of the surface transportation system.
E. **Freight movement and economic vitality**: To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
F. **Environmental sustainability**: To enhance the performance of the transportation system while protecting and enhancing the natural environment.
G. **Reduced project delivery delays**: To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies’ work practices.

In addition, federal-aid public transportation through the US Dept. of Transportation defines several specific safety and asset management goals. The federal assistance program for public transportation performance-based management is focused on asset management “state of good repair” and public safety. The goals are specified under 49 U.S.C. §5301(b) & 49 U.S.C. §5329(d)(1)(E):

A. §5301(b):
   1. Provide funding to support public transportation;
   2. Improve the development and delivery of capital projects;
   3. Establish standards for the state of good repair of public transportation infrastructure and vehicles;
   4. Promote continuing, cooperative, and comprehensive planning that improves the performance of the transportation network;
5. Establish a technical assistance program to assist recipients under this chapter to more effectively and efficiently provide public transportation service;

6. Continue Federal support for public transportation providers to deliver high quality service to all users, including individuals with disabilities, seniors, and individuals who depend on public transportation;

7. Support research, development, demonstration, and deployment projects dedicated to assisting in the delivery of efficient and effective public transportation service, and;

8. Promote the development of the public transportation workforce.

B. §5329(d)(1)(E):
   1. "performance targets based on the safety performance criteria and state of good repair standards established under subparagraphs (A) and (B), respectively, of subsection (b)(2)."

Currently, the Federal Transit Administration is reviewing proposals to the rulemaking before establishing public transportation safety performance measures; these measures will be incorporated in this document after the final rulemaking.

IV. Highway Safety Improvement Program:

A. ODOT and the MPO will establish annual targets for the following measures:
   i. Safety Performance Targets - 23 CFR 490.207(a)(1-5):
      a. Number of fatalities;
      b. Rate of fatalities;
      c. Number of serious injuries;
      d. Rate of serious injuries;
      e. Number of non-motorized fatalities and non-motorized serious injuries.

B. ODOT and the MPO agree to use the following data source:
   i. The Ohio Department of Public Safety (ODPS) Statewide Crash Report System.
      a. ODOT will make this data available to the MPO annually concurrent with the establishment of the statewide targets, or upon request.

C. Target Adoption:
   i. ODOT will coordinate with MPOs when establishing statewide targets.
   ii. ODOT will establish statewide targets by August 31st of each year.
   iii. ODOT will formally notify MPOs of the annual statewide targets.
   iv. The MPO will establish targets annually by Board resolution and submit to ODOT’s Office of Statewide Planning and Research by February 27th.
   v. The MPO will establish targets by either:
a. Agreeing to plan and program projects so that they contribute toward the accomplishment of ODOT’s safety target (i.e., support the State target), or;

b. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

V. Pavement and Bridge Condition:

A. ODOT and the MPO will establish targets for the following pavement and bridge condition measures:
   i. Pavement Asset Performance Targets - 23 CFR 490.307(a)(1-4):
      1. Percentage of interstate pavement in good condition;
      2. Percentage of interstate pavement in poor condition;
      3. Percentage of non-interstate NHS pavement in good condition;
      4. Percentage of non-interstate NHS pavement in poor condition.
      1. Percentage of NHS bridges classified as good condition;
      2. Percentage of NHS bridges classified as poor condition.

B. ODOT and the MPO agree to use the following data source:
   i. Pavement condition shall be analyzed using the Highway Performance Monitoring System (HPMS) Database;
   ii. Bridge condition shall be analyzed using the National Bridge Inventory (NBI) Database.
   iii. ODOT will make this data available to the MPO biennially concurrent with the establishment of the statewide targets, or upon request.

C. Target Adoption:
   i. ODOT will coordinate with MPOs when establishing statewide targets.
   ii. ODOT will establish 2-year and 4-year statewide targets by May 20, 2018 for the first performance period.
   iii. ODOT will formally notify MPOs of the 2-year and 4-year statewide targets.
   iv. The MPO will establish 4-year targets by Board resolution and submit such resolution to ODOT’s Office of Statewide Planning and Research by November 16, 2018 for the first performance period.
   v. In subsequent performance periods, ODOT will establish 2-year and 4-year statewide targets by October 1st. ODOT will coordinate with MPOs when establishing statewide targets. ODOT will formally notify the MPOs of the 2-year and 4-year statewide targets.
   vi. In subsequent performance periods, the MPO will establish targets for the metropolitan planning area by Board resolution and will submit such targets to ODOT’s Office of Statewide Planning and Research within 180 days of the establishment of ODOT’s statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.
   vii. The MPO will establish targets by either:
1. Agreeing to plan and program projects so that they contribute toward the accomplishment of the State DOT target for that performance period (i.e., support the State target), or,
2. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

D. Target Adjustments.
   i. ODOT may adjust established statewide 4-year targets in the Mid-Performance Period Report pursuant to 23 CFR 490.105 (e)(6).
      1. If ODOT adjusts established statewide 4-year targets, MPOs will be formally notified of the change.
      2. If the MPO established targets by supporting ODOT’s statewide target(s), the MPO will report to ODOT whether it will continue to support ODOT’s statewide 4-year target(s), or commit to a new quantifiable 4-year target for its metropolitan planning area by Board resolution and submitting such resolution to ODOT’s Office of Statewide Planning and Research within 180 days of the establishment of the adjusted statewide 4-year target(s).
   ii. If the MPO established quantifiable 4-year target(s) for its metropolitan planning area, the MPO may adjust its 4-year target(s) at the Mid-Performance Period Report, regardless of whether or not ODOT adjusts its 4-year target(s).
      1. The MPO will establish such target(s) by Board resolution and submit such resolution to ODOT’s Office of Statewide Planning and Research within 180 days of the establishment of ODOT’s statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.
      2. If the MPO opts to make changes to its targets, either party may opt to coordinate the changes through conference calls.

VI. System Performance, Freight Movement, and CMAQ – Traffic Congestion and Emissions:

A. ODOT and the MPO will establish targets for the following measures:
   i. System Performance [23 CFR 490.507(a)(1-2)]:
      1. Percent of the person-miles traveled on the Interstate that are reliable (Interstate Time Travel Reliability (TTR));
      2. Percent of the person-miles traveled on the Non-Interstate NHS that are reliable (Non-Interstate NHS TTR).
   ii. Freight Movement [23 CFR 490.607]:
      1. Truck Travel Time Reliability Index (TTTR).
   iii. CMAQ Traffic Congestion [23 CFR 490.707(a-b)]:
      1. Annual Hours of Peak Hour Excessive Delay per Capita (PHED).
   iv. CMAQ Emissions [23 CFR 490.807]:
1. Total emission reduction for all projects funded by the CMAQ program, of each criteria pollutant and applicable precursors (Particulate Matter, 2.5 micrometers or less (PM$_{2.5}$), Volatile Organic Compound (VOC), and Nitrogen Oxides (NOx)).

B. ODOT and the MPO agree to use the following data source and methodology:
   i. Interstate TTR, and Non-Interstate NHS TTR, TTTR, and PHED shall be analyzed using the National Performance Management Research Data Set (NPMRDS).
      1. For the calculation of PHED, ODOT and the MPO agree to use the weekday afternoon period measure of:
         1. 4:00PM – 8:00PM.
   ii. Non-SOV travel shall be analyzed using the American Community Survey -- (MPOs will decide whether to use 1-year or 5-year datasets for their perspective agreements)
   iii. Total emissions reduction shall be analyzed using the Federal Highway Administration’s Congestion Mitigation and Air Quality (FHWA CMAQ) Public Access System Database.
   iv. ODOT will make this data available to the MPO biennially concurrent with the establishment of the statewide targets, or upon request.

C. Target Adoption for System Reliability, Freight Movement, and CMAQ Emissions:
   i. ODOT will coordinate with MPOs when establishing statewide targets.
   ii. ODOT will establish 4-year statewide targets for non-Interstate TTR; and 2-year and 4-year statewide targets for Interstate TTR, TTTR, and total emissions reduction by May 20, 2018 for the first Performance Period.
   iii. ODOT will formally notify MPOs of the 2-year and 4-year statewide targets.
   iv. The MPOs will establish 4-year targets for Interstate and non-Interstate NHS TTR and TTTR by November 16, 2018 for the first performance period.
   v. The MPO will establish Total Emissions Reduction appropriate targets as follows: each applicable pollutant or precursor by November 16, 2018 for the first performance period:
      1. MPOs with a population exceeding 1,000,000 must establish 2-year and 4-year targets;
      2. MPOs with a population of less than 1,000,000 must establish 4-year targets.
   vi. In subsequent performance periods, ODOT will coordinate with MPOs when establishing statewide targets. ODOT will establish statewide targets by October 1st. ODOT will formally notify MPOs of the statewide targets.
   vii. In subsequent performance periods, the MPO will establish targets for the metropolitan planning area by Board resolution and submit such resolution to ODOT’s Office of Statewide Planning and Research within 180 days of the establishment of ODOT’s statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.
viii. The MPO will establish targets either by:
   1. Agreeing to plan and program projects so that they contribute toward the accomplishment of the State DOT target for that performance period (i.e., support the State target), or
   2. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

D. Target Adoption for Non-SOV and PHED:
   i. ODOT and the MPO will collaboratively establish a single 2-year and 4-year target for the percent of non-SOV travel and a 4-year target for PHED in each applicable urbanized area by May 20, 2018 for the first performance period.
   ii. In subsequent performance periods, ODOT and the MPO will collaboratively establish a single 2-year and 4-year target for the percent of non-SOV travel and PHED in each applicable urbanized area by October 1st.
   iii. MPOs will establish such target by Board resolution and submit such resolution to ODOT’s Office of Statewide Planning and Research By May 20th in each year a performance target is due.

E. Target Adjustments for System Reliability, Freight Movement, and CMAQ Emissions:
   i. ODOT may adjust established statewide 4-year targets in the Mid-Performance Period Report pursuant to 23 CFR 490 105(e)(6).
      1. If ODOT adjusts established statewide 4-year targets, the MPO will be formally notified of the change.
      2. If the MPO established targets by supporting ODOT’s statewide target(s), the MPO will report to ODOT whether it will continue to support ODOT’s statewide 4-year target(s) or commit to a new quantifiable 4-year target for its metropolitan planning area. The target(s) will be established by Board resolution and the MPO shall submit such resolution to ODOT’s Office of Statewide Planning and Research within 180 days of the establishment of the adjusted statewide 4-year target(s).
   ii. If the MPO established quantifiable 4-year target(s) for its metropolitan planning area, the MPO may adjust its 4-year target(s) at the Mid-Performance Period regardless of whether ODOT adjusts its established statewide 4-year target(s).
      1. The MPO will establish the target(s) by Board resolution and submit such resolution to ODOT’s Office of Statewide Planning and Research within 180 days of the establishment of ODOT’s statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.

F. Target Adjustment for Non-SOV and PHED:
i. ODOT and the MPO may jointly develop and agree upon adjustments to the establish 4-year target(s) for each applicable urbanized area in the Mid-Performance Period Report.
   1. If the MPO opts to make changes to its targets, either party may opt to coordinate the changes through conference calls

ii. The MPO must adopt such joint adjustment by Board resolution and submit such resolution to ODOT’s Office of Statewide Planning and Research on or before October 1st of each year a performance target is due.

VII. Transit Asset Management Performance Targets:

A. Definitions [49 CFR 625.5].
   i. Recipient means an entity that receives Federal financial assistance under 49 USC Chapter 53, either directly from the Federal Transit Administration (FTA) or as a sub-recipient.
   ii. Direct Recipient means an entity that receives Federal financial assistance directly from the FTA.
   iii. Sub-recipient means an entity that receives Federal transit grant funds indirectly through a State or a direct recipient.
   iv. Sponsor means a State, a designated recipient, or a direct recipient that develops a group TAM for at least one tier II provider.
   v. Tier I provider means a recipient that owns, operates, or manages either:
      1. one hundred and one (101) or more vehicles in revenue service during peak regular service across all fixed route modes or in any one non-fixed route mode, or;
      2. rail transit.
   vi. Tier II provider means a recipient that owns, operates, or manages:
      1. one hundred (100) or fewer vehicles in revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode;
      2. a sub-recipient under the 5311 Rural Area Formula Program, or;
      3. is any American Indian tribe.

B. Tier I and tier II public transportation operators that receive Chapter 53 funding will create an initial individual TAM plan by October 1, 2018; all Sec. 5311 and 5310 recipients or sub-recipients will participate in ODOT’s TAM plan. TAM plans will be updated by these providers at a minimum of every 4 years and in concert with development of the Transportation Improvement Program/Statewide Transportation Improvement Program (TIP/STIP). Tier II providers have the option of participating in completion of a group TAM plan developed by a sponsor. Each TAM will cover a four-year horizon. TAMs for Tier I providers will include components i-ix below while TAMs for Tier II providers will include only components i-iv [49 CFR 625.43]. Sub-recipients that operate closed-door service not open to the general public or a segment of the general public are not subject to the TAM requirements. This agreements specifies that all FTA federal aid recipients and sub-recipients receiving chapter 53 funding are designated as
public transit operators, and are referenced as "the Public Transit Operator(s)," as expressed in this agreement.

C. Components of a TAM Plan:
   i. Inventory of capital assets owned, except equipment with an acquisition value under $50,000 that is not a service vehicle;
   ii. Condition assessment of inventoried assets for which a provider has direct capital responsibility;
   iii. Description of analytical processes or decision support tools used to estimate capital needs and prioritization;
   iv. Project-based prioritization of investments;
   v. A provider's TAM and state of good repair (SGR) policy;
   vi. A provider's TAM plan implementation strategy;
   vii. A description of key TAM activities that a provider plans to engage in during the TAM plan horizon period.
   viii. A summary or list of resources, including personnel, that a provider needs to develop and carry out the TAM plan;
   ix. A provider's outline of how it will monitor, update and evaluate the TAM plan and related business practices to ensure ongoing improvement of its TAM management practices.

D. The following State of Good Repair performance measures for capital assets are to be used as applicable in all TAM plans [49 CFR 625.43]:
   i. Equipment: (non-revenue) service vehicles. Percentage of vehicles that have met or exceeded their Useful Life Benchmarks (ULB).
   ii. Rolling stock: Percentage of revenue vehicles within a particular asset class that have met or exceeded their ULB.
   iii. Infrastructure: rail fixed-guideway, track, signals, and systems. The percentage of track segments with performance restrictions.
   iv. Facilities. Percentage of facilities within a particular asset rated below condition 3 on the Transit Economic Requirements Model (TERM) scale.

E. Setting Performance Targets:
   i. Tier I and II providers, in coordination with sponsors as appropriate, will set asset class initial targets for each of the applicable performance measures by January 1, 2017 for the following fiscal year [49 CFR 625.45]. Future targets will be set at least once every fiscal year by January 1st [49 CFR 625.45].
   ii. Providers, sponsors, MPOs and ODOT will coordinate to the extent practicable in the selection of TAM targets.
   iii. MPOs will establish performance targets not later than 180 days after the provider(s) of public transportation establishes their initial performance targets.
   iv. MPO TAM targets are not required to be updated annually, but must be revisited when the MPO updates its MTP and/or TIP.
F. Each Tier I provider and Tier II sponsor agree to submit annual Asset Inventory Module (AIM) data, TAM targets, and narrative reports to the National Transit Database (NTD). On behalf of its participants, sponsors will submit one consolidated annual AIM data report, one consolidated targets report, and one consolidated annual condition assessment narrative report to the NTD. The narrative reports will provide information on transit agency asset conditions, changes from the previous year, and progress made in achieving targets. Submissions will occur by October 1st annually with the first AIM and targets in 2018 and the first narrative report in 2019 [49 CFR 625.55].

G. Each Tier I and Tier II provider agree to maintain records and documents that support the TAM plan. These providers will also make such records including the TAM plan, performance targets documentation, investment strategies, and annual condition assessment reports available to the MPO and ODOT [49 CFR 625.53].

VIII. Transportation Performance Reporting

A. Metropolitan Transportation Plan (MTP):
   i. Timeline:
      1. FHWA safety measures on or after May 27, 2018.
      2. FHWA pavement condition, bridge condition, system reliability, freight movement, and CMAQ measures on or after May 20, 2019.
      3. FTA TAM metrics on, or after October 1, 2018.

   ii. MTPs amendments and updates must include:
      1. A description of the performance measures and performance targets used in assessing the performance of the transportation system in accordance with 23 CFR 450.306(d) [23 CFR 450.324(f)(3)].
      2. A system performance report that evaluates the condition and performance of the transportation system with respect to the performance targets in accordance with 450.306(d) [23 CFR 450.324(f)(4)].
         1. The System performance report must include:
            i. Condition and performance of the transportation system with respect to the targets [23 CFR 450.324(f)(4)].
            ii. Progress achieved by the metropolitan planning organization in meeting the performance targets in comparison with system performance recorded in previous reports, including baseline data [23 CFR 450.324(f)(4)(i)].
            iii. For metropolitan planning organizations that voluntarily elect to develop multiple scenarios, an analysis of how the preferred scenario has improved the conditions and performance of the transportation system and how changes in local policies and investments have impacted the costs
necessary to achieve the identified performance targets [23 CFR 450.324(f)(4)(ii)].

iv. The MPOs shall report vehicle miles traveled (VMT) estimate and methodology if a quantifiable rate target was established.

v. Once Transportation Performance Management (TPM) is included in the MPO MTP, the TPM information in the MTP only needs to be updated at the normal MTP updates (at either 4 or 5 years). The update shall include updated performance targets and the progress achieved by the MPO in meeting the performance targets in comparison with system performance recorded in previous reports, including baseline data.

B. Reporting in the TIP:

i. Timeline:
   1. FHWA safety measures on or after May 27, 2018;
   2. FHWA pavement condition, bridge condition, system reliability, freight movement, and CMAQ measures on or after May 20, 2019.
   3. FTA TAM metrics on, or after October 1, 2018.

ii. TIP amendments and updates must include, to the maximum extent practicable:
   1. A description of the anticipated effect of the TIP toward achieving the performance targets identified in the metropolitan transportation plan, linking investment priorities to those performance targets. [23 CFR 450.326].

C. NHS Asset Management Plan:

i. Pavement Condition:
   1. ODOT surveys Ohio’s entire federal aid highway system pavement condition (inclusive of the non-Interstate NHS) on a two year cycle. Pavement condition data is maintained in a variety of databases including ODOT’s public access Transportation Information Mapping System (TIMS). ODOT will annually, or upon request, provide MPOs with pavement condition data [23 CFR 450.306 (d)(4)(i); 23 CFR 515.7(f); & 23 CFR 450.314(h)].

ii. Bridge Condition:
   1. ODOT annually inspects all non-Interstate system NHS bridges which ODOT owns or has formally assigned maintenance responsibilities. Local governments annually inspect all non-Interstate system NHS bridges they own. ODOT and local governments maintain long standing agreements for the local governments to provide ODOT the inspection results for locally
owned bridges. ODOT maintains all bridge inspection data (including non-Interstate NHS bridge data) in multiple databases, including ODOT’s public access Transportation Information Mapping System (TIMS). ODOT will annually, or upon request, provide MPOs with bridge condition data [23 CFR 450.306 (d)(4)(i); 23 CFR 515.7(f); & 23 CFR 450.314(h)].

D. CMAQ Performance Plan:

i. MPOs serving a transportation management area (as defined in 23 USC 134) with a population over 1,000,000 people representing a nonattainment or maintenance area shall develop a performance plan that:

1. Includes an area baseline level for traffic congestion and on-road mobile source emissions for which the area is in nonattainment or maintenance;
2. Describes progress made in achieving the air quality and traffic congestion performance targets described in 23 USC 150(d); and
3. Includes a description of projects identified for funding under this section and how such projects will contribute to achieving emission and traffic congestion reduction targets.

ii. The CMAQ performance plan shall be submitted to FHWA by the MPO and ODOT, and be updated biennially on the same schedule as the State Biennial Performance Reports.

iii. After the initial plan, Performance plans shall include a separate report that assesses the progress of the program of projects under the previous plan in achieving the air quality and traffic congestion targets of the previous plan.

iv. Contents of the CMAQ Performance Report:

1. For inclusion in the ODOT’s Baseline Performance Period Report by October 1, 2018 for the first performance period; must include:
   a. Baseline condition/performance for CMAQ traffic congestion and total emissions measures.
   b. A description of projects identified for CMAQ funding and how the projects will contribute to achieving emission and traffic congestion targets

2. For inclusion in ODOT’s Mid-Performance Period Report by October 1, 2020; must include:
   a. 2-year condition/performance for CMAQ traffic congestion and total emissions measures
   b. 2-year progress assessment in achieving performance targets for CMAQ traffic congestion and total emissions measures
   c. If applicable, adjusted 4-year target
   d. Update description of projects identified for CMAQ funding and their contribution to achieving the 4-year target

3. For inclusion in the ODOT’s Full Performance Period Report by October 1, 2022; must include:
a. 4-year condition/performance for CMAQ traffic congestion and total emissions measures
b. 4-year progress assessment in achieving performance 4-year targets for CMAQ traffic congestion and total emissions measures
4. For inclusion biennially thereafter.

IX. Updating, Modifying, or Termination the Agreement:

This Agreement constitutes the Transportation Performance Management Cooperative Procedures agreement between the parties, any changes or modifications to this Agreement shall be made and agreed to in writing by all parties.

X. Signatures:

Any person executing this Agreement in a representative capacity hereby warrants 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.

XI. Appendix A:

Appendix A: details the breakdown of each performance measure under 23 CFR 490, and is meant as a quick reference guide. Appendix A lists each performance measure, the network applicability, the data source for each performance measure, applicability by geography, responsible agency for target setting, critical dates for performance period 1, reporting methodology, and required coordination in work outputs.
## Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum

### Safety

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<thead>
<tr>
<th>Measure</th>
<th>Network</th>
<th>Data Source</th>
<th>Applicable Areas</th>
<th>Target Setting</th>
<th>Schedules</th>
<th>State Reporting</th>
<th>MPO Reporting</th>
<th>Consultation</th>
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<td>MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA</td>
<td>Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*</td>
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<td>NBI</td>
<td>Ohio All MPCs</td>
<td>ODOT establishes 2 and 4 yr. STW targets by 5/20/18*</td>
<td>Baseline due: 10/1/2018*</td>
<td>MTP (System Performance Report)</td>
<td>ODOT provides NBI sourced data to MPOs</td>
<td></td>
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<tr>
<td>Percentage of NHS bridges classified as in Poor condition</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Percent of Person-Miles Traveled on the Interstate System that are Reliable</td>
<td>Interstate System</td>
<td>NPMRDS</td>
<td>Ohio All MPCs</td>
<td>ODOT establishes 2 and 4 yr. STW targets by 5/20/18*</td>
<td>Baseline due: 10/1/2018*</td>
<td>MTP (System Performance Report)</td>
<td>ODOT provides NPMRDS sourced data sets to MPOs</td>
<td></td>
</tr>
<tr>
<td>Percent of Person-Miles Traveled on the Non- Interstate System that are Reliable</td>
<td>NHS Non-Interstate</td>
<td></td>
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<tr>
<td>Truck Travel Time Reliability (TTR) Index: The sum of maximum TTR for each segment,</td>
<td>Interstate System</td>
<td>NPMRDS</td>
<td>Ohio All MPCs</td>
<td>ODOT establishes 2 and 4 yr. STW targets by 5/20/18*</td>
<td>Baseline due: 10/1/2018*</td>
<td>MTP (System Performance Report)</td>
<td>ODOT provides NPMRDS sourced data sets to MPOs</td>
<td></td>
</tr>
<tr>
<td>Measure</td>
<td>Network</td>
<td>Data Source</td>
<td>Applicable Areas</td>
<td>Target Setting</td>
<td>State Reporting</td>
<td>MPO Reporting</td>
<td>Consultation</td>
<td></td>
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<tr>
<td>divided by total Interstate miles</td>
<td></td>
<td></td>
<td></td>
<td>by either supporting statewide targets or committing to quantifiable targets for MPA</td>
<td>Full due: 10/1/2022*</td>
<td>amendments after May 20, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peak Hour Excessive Delay</td>
<td>Annual hours of peak hour excessive delay per capita</td>
<td>NHS</td>
<td>NPMRDS &amp; Census or FHWA approved urbanized area pop.</td>
<td>Urbanized Areas (see PHED NonSOV worksheet)</td>
<td>State DOTs and MPOs collaborate to establish a single 4 year target for each applicable urbanized area, by May 20, 2018*.</td>
<td>Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*</td>
<td>MTP (System Performance Report) and TIP updates or amendments after May 20, 2019</td>
<td>ODOT provides NPMRDS sourced data sets to MPOs</td>
</tr>
</tbody>
</table>
| Non-SOV Travel | Percent (%) of Non-SOV travel | N/A | American Community Survey (or local travel survey or system use measurement) | Urbanized Areas (see PHED_NonSOV worksheet) | ODOT and MPOs collaborate to establish a single, unified 2 and 4 year target for each applicable urbanized area, by May 20, 2018*. | Baseline due: 10/1/2018*  
Mid due: 10/1/2020*  
Full due: 10/1/2022* | MTP (System Performance Report) and TIP updates or amendments after May 20, 2019 | ODOT provides NPMRDS sourced data sets to MPOs | ODOT and MPOs to agree on data set to use |
|----------------|--------------------------------|-----|--------------------------------------------------------------------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Total CMAQ Emissions | Total CMAQ Project Reductions for CO, VOC, NOx, PM2.5, & PM10 | N/A | FHWA CMAQ Public Access System | Ohio AMATS BHJ ERPC LCATS MORPC MVRPC NOACA OKI SCATS | ODOT establishes 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA | Baseline due: 10/1/2018*  
Mid due: 10/1/2020*  
Full due: 10/1/2022* | LRSTP & STIP updates or amendments after May 20, 2019 | CMAQ Performance Report due for each ODOT biennial report | CMAQ Performance Report due for each ODOT biennial report | ODOT and MPOs utilize FHWA CMAQ Public Access System database. |
<table>
<thead>
<tr>
<th>Measure</th>
<th>Network</th>
<th>Data Source</th>
<th>Applicable Areas</th>
<th>Target Setting</th>
<th>Schedules</th>
<th>Consultation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transit Asset Management Plan</td>
<td>Transit – Capital State of Good Repair</td>
<td>N/A</td>
<td>National Transit Database</td>
<td>Applicable transit Tier I &amp; II providers will establish a state of good repair targets by 01/01/17 (&amp; Annually by January 1st) and TAM Plans by 10/01/2018 (&amp; Annually by January 1st).</td>
<td>LRSTP &amp; STIP updates or amendments after October 1, 2018.</td>
<td>Applicable Tier I &amp; II providers will coordinate state of good repair data with their MPOs</td>
</tr>
<tr>
<td>NHS Asset Management Plan</td>
<td>N/A</td>
<td>Interstate NHS system</td>
<td>TIMS</td>
<td>State will provide pavement and bridge data to MPOs upon request</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CMAQ Performance Plan</td>
<td>N/A</td>
<td>Interstate NHS system</td>
<td>CMAQ Public Access System</td>
<td>Applicable MPOs</td>
<td>ODOT and MPOs coordinate data by consultation</td>
<td>CMAQ Reports due biennially</td>
</tr>
</tbody>
</table>

*Applicable to Performance Period 1 Only*
<table>
<thead>
<tr>
<th>Urbanized Area</th>
<th>Coordinating State DOTs</th>
<th>Coordinating MPOs</th>
<th>Performance Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cincinnati</td>
<td>ODOT KYTC</td>
<td>OKI</td>
<td>1</td>
</tr>
<tr>
<td>Cleveland</td>
<td>ODOT</td>
<td>NOACA AMATS</td>
<td>1</td>
</tr>
<tr>
<td>Columbus</td>
<td>ODOT</td>
<td>MORPC LCATS</td>
<td>1</td>
</tr>
<tr>
<td>Akron</td>
<td>ODOT</td>
<td>AMATS NOACA SCATS</td>
<td>2</td>
</tr>
<tr>
<td>Canton</td>
<td>ODOT</td>
<td>SCATS AMATS</td>
<td>2</td>
</tr>
<tr>
<td>Dayton</td>
<td>ODOT</td>
<td>MVRPC CCSTCC OKI</td>
<td>2</td>
</tr>
<tr>
<td>Huntington</td>
<td>ODOT WV/DOT KYTC</td>
<td>KYOVA RIC</td>
<td>2</td>
</tr>
<tr>
<td>Toledo</td>
<td>ODOT MDOT</td>
<td>TMACOG SEMCOG</td>
<td>2</td>
</tr>
<tr>
<td>Youngstown</td>
<td>ODOT Penn DOT</td>
<td>Eastgate AMATS SVTC</td>
<td>2</td>
</tr>
</tbody>
</table>

*Applicable to Performance Period 1 Only*
Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO(s), Public Transit Operator(s), and the Ohio DOT

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: __The Ohio Department of Transportation (ODOT)__

Agent Name: ______ Jerry Wray

Agent Title: ______ Director

Address: ______ 1980 W. Broad St. Columbus, Ohio 43223

Phone Number: ______ (614) 466-2336

Agency Website Address: ______ http://www.dot.state.oh.us/pages/home.aspx

(If Applicable)

Date: 3/22/18

The Ohio Department of Transportation (ODOT) Representative
Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO(s), Public Transit Operator(s), and the Ohio DOT

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Ohio-Kentucky-Indiana Regional Council of Governments (OKI)

Agent Name: Mark Policinski

Agent Title: CEO/Executive Director

Address: 720 East Pete Rose Way, Suite 420, Cincinnati, Ohio 45202-3576

Phone Number: (513) 621-6300

Agency Website Address: http://www.oki.org/

(If Applicable)

[Signature]
Date: February 27, 2018
The Ohio-Kentucky-Indiana Regional Council of Governments (OKI)
Representative
Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO(s), Public Transit Operator(s), and the Ohio DOT

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Butler County Regional Transit Authority (BCRTA)
Agent Name: Matt Dukevicz
Agent Title: Executive Director
Address: 3045 Moser Court, Hamilton, Ohio 45011
Phone Number: (513) 785-5237
Agency Website Address: http://www.butlercountyrtta.com/

(If Applicable)

Date: 3/7/18
The Butler County Regional Transit Authority (BCRTA) Representative
Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO(s), Public Transit Operator(s), and the Ohio DOT

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Clermont Transportation Connection (CTC)

Agent Name: Lisa Catwood

Agent Title: Director

Address: 4003 Filager Rd. Batavia, Ohio 45103

Phone Number: (513) 732-7577

Agency Website Address: http://ctc.clermontcountyohio.gov/

(Liaison) 

Date: 3-15-18

The Clermont Transportation Connection (CTC) Representative
Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO(s), Public Transit Operator(s), and the Ohio DOT

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: Middletown Transit Services (MTS)

Agent Name: Doug Adkins

Agent Title: City Manager

Address: C/O BCRTA; 3045 Moser Court, Hamilton, Ohio 45011

Phone Number: (513) 425-1856

Agency Website Address: http://www.butlercountypta.com/schedules-maps/middletown-routes

(if Applicable)

The Middletown Transit Services (MTS) Representative

Date: 2/27/19
Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO(s), Public Transit Operator(s), and the Ohio DOT

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Southwest Ohio Regional Transit Authority (SORTA)

Agent Name: Dwight Ferrell

Agent Title: CEO and General Manager

Address: 602 Main St., Cincinnati, Ohio 45202

Phone Number: (513) 632-7510

Agency Website Address: http://www.go-metro.com/

(If Applicable)

Date: 3/6/2018

The Southwest Ohio Regional Transit Authority (SORTA) Representative
Memorandum of Understanding
Performance Based Transportation Planning Processes
Parties: MPO(s), Public Transit Operator(s), and the Ohio DOT

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Warren County Transit Service (WCTS)

Agent Name: Susanne Mason

Agent Title: Program Manager

Address: 406 Justice Dr., Lebanon, Ohio 45036

Phone Number: (513) 695-1210

Agency Website Address: http://www.co.warren.oh.us/transit/

(if Applicable)

Date: 2-27-18

The Warren County Transit Service (WCTS) Representative
MEMORANDUM OF AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET,
TRANSIT AUTHORITY OF NORTHERN KENTUCKY,
AND
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS;
METROPOLITAN TRANSPORTATION PLANNING PROCESS

This Memorandum of Agreement (MOA), made and entered into by and between the
Ohio-Kentucky-Indiana Regional Council of Governments (hereinafter referred to as the MPO),
the Transit Authority of Northern Kentucky (hereinafter referred to as TANK), and the Kentucky
Transportation Cabinet (hereinafter referred to as KYTC), which are collectively hereinafter
referred to as the AGENCIES,

WITNESSETH

WHEREAS, the MPO is the designated metropolitan planning organization serving a
metropolitan planning area, hereinafter referred to as the MPA, which includes the Kentucky
portion of the Cincinnati urbanized area; and

WHEREAS, TANK is a provider of public transit serving the MPA; and

WHEREAS, 23 C.F.R. §450.314 requires the MPO(s), state(s), and providers of public
transportation serving an MPA to cooperatively determine their mutual responsibilities in
carrying out the metropolitan planning process and identify those responsibilities in written
agreements,

NOW THEREFORE, the AGENCIES hereby agree as follows:

Section 1. Geographic Scope: As of the effective date of this MOA, the Kentucky
portion of the MPA includes all of Boone, Kenton, and Campbell Counties. The Kentucky portion
of the MPA may be expanded in the future, to the extent necessary to encompass the minimum
MPA required by the Code of Federal Regulations, without requiring an amendment to this
MOA. The MPO is responsible for carrying out the provisions of 23 U.S.C. §134 for the
Kentucky portion of the MPA, which is hereinafter referred to as the MPO area.

Section 2. Performance-Based Transportation Planning & Programming: The
MPO will carry out a performance-based metropolitan transportation planning process for the
MPO area in cooperation and consultation with KYTC, TANK, and other agency partners.
Performance measures will be tracked and reported in accordance with applicable laws and
regulations.

The AGENCIES mutually agree to share available data related to performance
measurement and target setting with each other, subject to the policies and procedures of each
agency and any restrictions on the data. Examples of such data include but are not limited to traffic counts, travel times/speeds, socioeconomic data, transit ridership data and infrastructure condition measures. KYTC will normally collect any data required for its state asset management plan for the National Highway System. If KYTC requests the MPO to collect data for the state asset management plan, the data collection process will be determined cooperatively with the MPO.

KYTC will notify the MPO upon the establishment and/or modification of statewide targets for performance measures required by the Code of Federal Regulations. The MPO will plan and program projects that contribute to the achievement of KYTC’s statewide targets and/or commit to quantifiable targets. Any quantifiable targets to which the MPO chooses to commit will be approved by the MPO within the timeframe established by the Code of Federal Regulations and reported to KYTC upon approval. If the MPO does not report a quantifiable target for a performance measure to KYTC, it will be understood that the MPO agrees to plan and program projects so that they contribute toward the accomplishment of KYTC’s target for that performance measure.

TANK will notify the MPO upon the establishment and/or modification of performance targets for its Transit Asset Management Plan as required by the Code of Federal Regulations. The MPO will establish targets for transit performance measures for the MPO area, taking into consideration the targets established by TANK, if available. If TANK does not report targets for transit performance measures in accordance with the Code of Federal Regulations and Federal Transit Administration guidance, the MPO will assume that TANK agrees with the MPO area targets established by the MPO for those measures.

Performance to be used in tracking progress toward attainment of critical outcomes will be reported in the Metropolitan Transportation Plan.

Section 3. Participation Plan: In compliance with all applicable laws and regulations, the MPO will maintain a Participation Plan which outlines a formal public involvement process, including public notice and comment periods. The MPO will follow the Participation Plan as a part of all metropolitan transportation planning initiatives and will update the Participation Plan as needed.

Section 4. Metropolitan Transportation Plan (MTP): In cooperation and coordination with KYTC, TANK, and other agency partners, the MPO will develop and maintain a financially reasonable MTP in compliance with all applicable laws and regulations.
The MPO will select an initial list of projects to include in the MTP in consultation with KYTC, TANK, and other agency partners. The initial list of MTP projects will be confirmed, supplemented or revised based on public input received during the public comment period as specified in the MPO’s Participation Plan. The MPO will receive and address all comments and include documentation in the final MTP.

KYTC and TANK will provide the MPO with sufficient details, including location, description and cost for projects that they have proposed or endorsed for inclusion in the MTP and may, at their discretion, provide the MPO with cost estimates for projects proposed by the MPO or other agency partners.

At the request of the MPO, KYTC will provide the following information to the MPO:

- Preliminary system-level estimates of costs necessary to adequately operate and maintain the Federal-aid highway system within the MPO area.
- State and federal funds estimated to be available for highway construction and maintenance within the MPO area for each year within the time horizon covered by the MTP.
- Estimated construction cost inflation rate over the time horizon covered by the MTP.

The MPO will prepare necessary amendments and/or administrative modifications to the MTP that will include project location and description, cost estimates, and impact on fiscal constraint, if applicable. Amendments and administrative modifications will follow the procedures outlined in the MPO’s Participation Plan.

**Section 5. Transportation Improvement Program (TIP):** In cooperation and coordination with KYTC, TANK, and other agency partners, the MPO will develop, approve, and maintain a TIP. The TIP will be consistent with, and updated at least at the frequency required by, all applicable laws and regulations.

The TIP will explicitly demonstrate fiscal constraint for projects using funds dedicated to the urbanized area(s) served by the MPO. For projects using other state and/or federal funds, fiscal constraint will be determined at the state level and demonstrated in the Statewide TIP.

At the request of the MPO, KYTC will provide cost estimates for projects proposed or endorsed by KYTC. KYTC may, at its discretion, provide cost estimates for projects proposed by other agencies. The MPO will amend or modify the TIP as needed to include new projects and/or changes to existing projects.
Section 6. Annual Listing of Obligated Projects: Following the end of each fiscal year, the MPO will develop an Annual Listing of Obligated Projects for the fiscal year in accordance with all applicable laws and regulations. KYTC will provide information to the MPO on funds obligated under 23 U.S.C. for the MPO area. The MPO will obtain information on funds obligated under 49 U.S.C. Chapter 53 from available sources such as transit agencies and will prepare an annual listing of obligated projects. The MPO will provide the annual listing of obligated projects to KYTC in time for KYTC to submit the listing to United States Department of Transportation by the federal deadline.

Section 7. Unified Planning Work Program: The MPO will prepare a Unified Planning Work Program (UPWP) based on anticipated funding levels. The MPO will submit a copy to all applicable parties for review and determination of eligibility, in accordance with schedules and document routing requirements established by KYTC. The MPO will coordinate with KYTC, TANK, and other agency partners to determine appropriate work tasks and funding levels to include in the UPWP.

The MPO will coordinate with TANK in the development and submittal of the FTA 5303 application. The MPO will be responsible for providing the local match to FTA 5303 funds unless otherwise negotiated.

Section 8. Transit Coordination: The MPO will coordinate with TANK and other transit providers on matters related to public transportation as they pertain to the metropolitan transportation planning process and to ensure that transit-related projects are included in the TIP.

Section 9. Dispute Resolution: Any disputes between the AGENCIES not resolved by the terms of this MOA, which cannot be resolved between the staffs of the AGENCIES and/or MPO committee members, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky or his duly authorized representative, whose decision shall be final. The Federal Highway Administration, Federal Transit Administration and any other relevant agencies will be consulted throughout the dispute resolution process, as needed, and their input will be taken into consideration in attempting to resolve disputes.

Section 10. Effective Date: The effective date of this MOA is the date by which all required parties have signed the MOA.

Section 11. Termination and Modification: It is the intent of the AGENCIES to carry out the metropolitan transportation planning process on a continuing basis. This MOA
supersedes the Memorandum of Agreement between the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) and the Kentucky Transportation Cabinet (KYTC) that was executed by the Commonwealth of Kentucky Transportation Cabinet Secretary on July 17, 2015, as well as the Memorandum of Agreement between the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) and the Transit Authority of Northern Kentucky (TANK) that was executed by the Transit Authority of Northern Kentucky General Manager on February 23, 2015, and will remain in effect until terminated or replaced by a new MOA. Any agency subject to this MOA may withdraw from the MOA by giving thirty (30) days written notice to all other agencies subject to the MOA. In the event that an agency withdraws from this MOA, the rights and responsibilities of the remaining agencies will remain unchanged with respect to each other until this MOA is amended or replaced.

In the event that this MOA requires modification for any reason, the required modifications may be accomplished through the execution of a letter modification or supplemental agreement between all agencies subject to this agreement.

This MOA may be replaced with a new MOA at any time upon the written consent of all remaining signatory agencies. In the event that this MOA is replaced with a new MOA, this MOA will become null and void when the new MOA goes into effect.

**Section 12. Applicable Laws:** This MOA shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, Federal Transit Administration, the United States of America, and the Commonwealth of Kentucky.

**IN TESTIMONY WHEREOF,** the parties have hereto caused this MOA to be executed upon signature by their proper officers and representatives:
TRANSPORTATION ISSUES

A wide range of issues must be dealt with in transportation planning -- cost and other economic issues, operating authority, levels of service to be provided, and how to allocate limited fiscal resources among competing priorities and objectives.

In addition, transportation planning is just one area of comprehensive functional planning, which also includes land use, housing and environmental planning. All functional plans are integrated into a comprehensive plan designed to promote the general well-being of the entire region.

The important or major urban transportation issues and opportunities facing the OKI region include:

- Addressing the requirements of the Clean Air Act Amendments of 1990 (CAAA).
- Moving towards more performance-based planning process to address the many challenges facing our transportation system today as in response to the federal transportation legislation Fixing America’s Surface Transportation (FAST) Act, in regards to improving safety, reducing traffic congestion, improving efficiency in freight movement, increasing intermodal connectivity and protecting the environment.
- Continuing an aggressive congestion management process (CMP).
- Continuing the development of an aggressive Transportation Systems Management (TSM) process and project prioritization to assure efficient use of the existing system.
- Continuing efforts to improve public awareness, including environmental justice requirements, and input to all stages of the transportation planning process.
- Pursuing the recommendations of the OKI Regional Transportation Plan to provide a truly multimodal and intermodal transportation system for the region.
- Coordinating OKI's regional transportation planning with statewide transportation planning.
- Refining the travel model to generate high quality project level travel information.
- Delivering a program of projects that improve transportation energy efficiency, livability and economic vitality.
TRANSPORTATION PLANNING ACTIVITIES

Transportation planning is broadly defined as all of the activities that precede implementation of transportation projects or policies. Specifically, it is the process that leads to decisions on transportation policies and programs. This process can be broad, dealing with questions such as how to raise and allocate transportation revenues, or can be quite specific, such as providing forecasts of traffic volumes that can be used in designing a particular facility. The planning elements involved can be generally grouped and defined as follows:

**Short-Range Planning** – The process whereby roadway, transit, bike and pedestrian projects developed under planning activities become integrated into one coordinated, fundable and implementable program of transportation improvements. The *Transportation Improvement Program* (TIP) serves as the short range element of the region’s transportation plan. This document is a programming instrument for projects identified for funding. Short-range planning also includes technical assistance to local units of government and management of the transportation alternatives (TA) program.

**Transportation Planning** – The systematic sequence of activities that continuously evaluate and update the current long range transportation plans. A review of the adopted transportation plan is conducted in order to account for development changes and/or forecasts and policies identified through the surveillance element. Every four years the transportation plans are subjected to a major review and/or reevaluation. A minimum 20-year horizon year is maintained. The congestion management process (CMP) is an integral part of long range planning activities.

**Surveillance** – The maintenance of basic data files essential to the monitoring of transportation assumptions underlying the basic planning process. This activity includes the maintenance of current data files and geographic information systems (GIS) used in the preparation of the short-range and long-range plans for the OKI region as well as development and refinement of the OKI Travel Model for forecasting future demand and service levels.

**Services** – OKI plays a key role in providing planning data and services to member governments, private sectors and the business community. Public outreach efforts are integral to the planning process.

**Air Quality Planning** – The purpose of air quality planning is to ensure that OKI’s Regional Transportation Plan and Programs contribute to the region’s attainment and maintenance of national air quality standards. The integration of OKI's air quality and transportation planning activities in a single planning process to permit air quality analysis of transportation plan alternatives assures this.