

**PLANNING WORK PROGRAM  
FOR FISCAL YEAR 2020**

**PROSPECTUS  
WORK ELEMENTS  
APPENDICES**

Prepared by



**CENTRAL OHIO RURAL PLANNING ORGANIZATION**

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Approved by CORPO Committee May 13th 2019

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## PROSPECTUS FOR SFY 2020

### DESCRIPTION OF CORPO

Following the Ohio Department of Transportation's (ODOT's) two-year pilot program to establish Regional Transportation Planning Organizations around the state, local governments in Central Ohio began discussing the opportunity to form a Regional Transportation Planning Organization (RTPO) around the Columbus area Metropolitan Planning Organization (MPO). MORPC's role as a mentor in the pilot program encouraged its member governments outside the MPO to consider forming an RTPO. In response, MORPC began to work with the interested Central Ohio counties to form a Regional Planning Organization (RPO) area. The seven counties of interest included Fairfield, Knox, Madison, Marion, Morrow, Pickaway and Union (see Figure 1). MORPC organized the counties to engage as an RPO in preparation to become a state-designated RTPO.

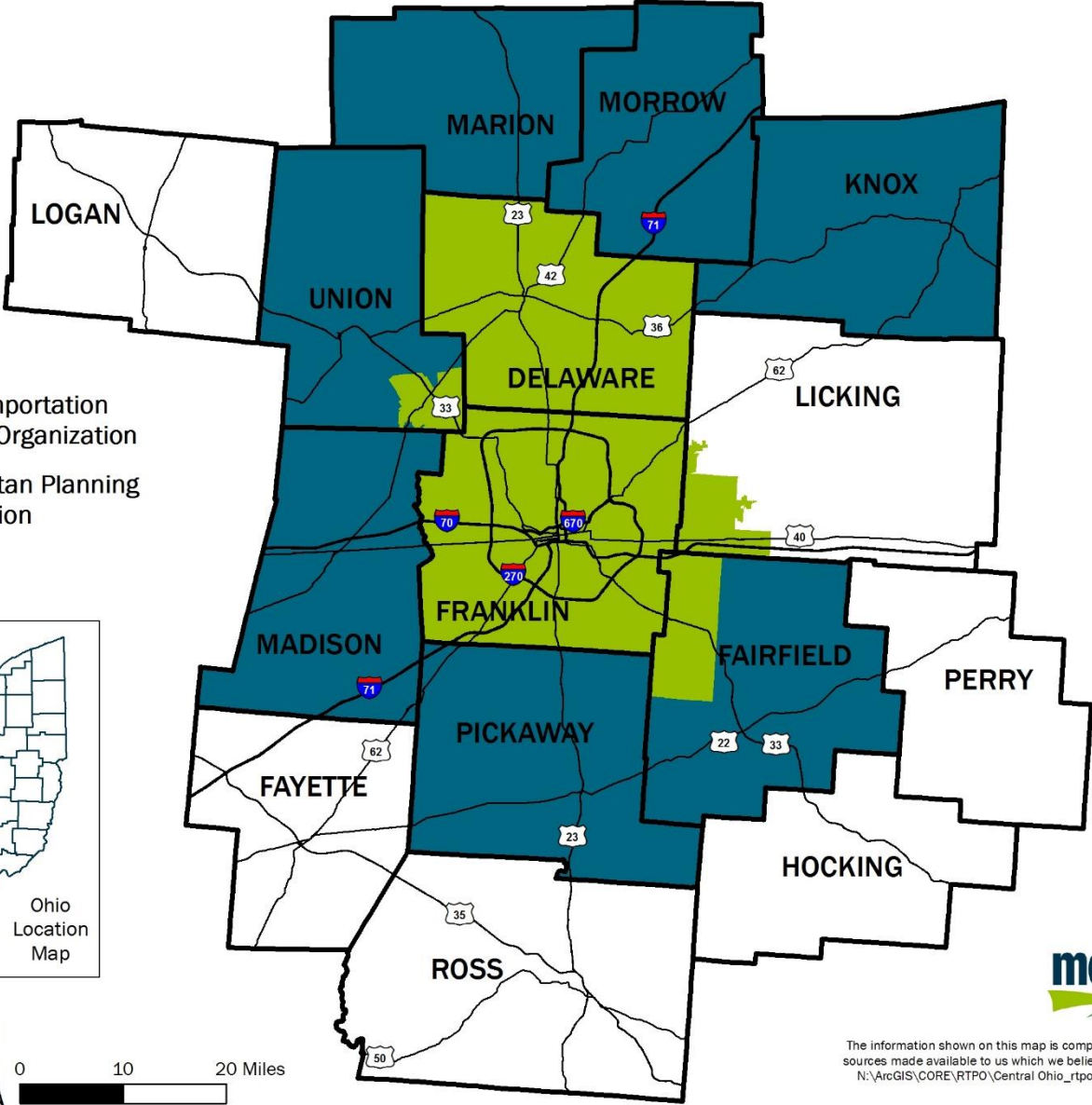
By July 1, 2016, all seven counties of the proposed RPO had executed a Memorandum of Understanding with MORPC to organize and develop the structure for establishing a Long Range Transportation Plan for the RPO. Each county also passed a resolution to join the Central Ohio Rural Planning Organization (CORPO). The first focus of CORPO was to develop a Long-Range Transportation Plan with a list of prioritized projects to be adopted by the CORPO Committee and then submitted to both ODOT and the Governor's office to request that CORPO be designated as an official RTPO. Since the summer of 2016, member counties have formed RPO Subcommittees as well as an overarching CORPO Committee, to oversee planning activities for CORPO.

CORPO is a committee of the Mid-Ohio Regional Planning Commission (MORPC), a public planning agency operating under state and federal law and governed by an independent commission composed of appointed officials from member jurisdictions. CORPO conducts the "3-C" (continuing, cooperative and comprehensive) transportation planning activities for its member counties. MORPC provides the staff for CORPO.

CORPO focus for FY 2020 will be working with members to complete the following objectives:

- Develop a Regional Transportation Improvement Program (TIP)
- Maintain the 2018 - 2040 Long- Range Transportation Plan: Amend as needed.
- Data & Analyses as needed to support short-range planning activities

Central Ohio Rural Planning Organization  
 Transportation  
 Planning Area



The information shown on this map is compiled from various sources made available to us which we believe to be reliable.  
 N:\ArcGIS\CORE\RTPO\Central Ohio\_rtpo8x11simple.mxd  
 9/12/2016

## THE 3-C PLANNING PROCESS

### COORDINATED PLANNING

Numerous public and private agencies and citizens representing varied interests participate in the transportation planning process. CORPO must integrate the work and views of each participant into the planning process. In some cases, formal agreements may be executed between CORPO and major participant agencies. Described below are the primary responsibilities of the major participants:

#### 1. Ohio Department of Transportation (ODOT)

ODOT is the major implementing agency for transportation projects in Ohio and the CORPO region. Districts 5 and 6 cover the CORPO planning area. ODOT assigns staff liaisons to CORPO and other RTPOs and MPOs to oversee their planning and programming activities and to ensure compliance with applicable state and federal regulations. ODOT provides oversight, approval and technical assistance for the travel demand modeling processes. ODOT also has a significant role in the planning studies that are done prior to major transportation investments.

#### 2. Federal Highway Administration (FHWA)/Federal Transit Administration (FTA)

FHWA and FTA are the major funding agencies for highway and transit planning activities, respectively. Close coordination is maintained among FHWA, FTA, ODOT, MORPC and CORPO

#### 3. Local Governments in CORPO Member Counties

To varying degrees, local governments participate in technical activities, development of the rural transportation plan, the transportation improvement program, and major development issues associated with transportation. Representatives of these jurisdictions can communicate with ODOT and FHWA through CORPO.

#### 4. Ohio Rail Development Commission, Public Utilities Commission of Ohio

These entities may participate in the rail-related technical activities of the transportation program to coordinate their plans and programs with those under development by CORPO.

#### 5. Agreements

CORPO (via MORPC) has used intergovernmental reviews to obtain comments from interested parties and to provide information and recommendations concerning proposed projects. The complexity of coordination done necessitates defined roles and responsibilities for the various participants. The following agreements have been established to guide MORPC's interactions with other major players in transportation planning:

MORPC /ODOT Contract - This contract between MORPC and ODOT identifies the statement of work and authorizes regional transportation planning organization processes.

Two-Party RTPO Agreements - Seven counties have signed agreements to participate in CORPO, which is hosted by MORPC. These counties are: Fairfield, Knox, Madison, Marion, Morrow, Pickaway and Union.

Planning Work Program - This document (also referred to as a Unified Planning Work Program) is an annual statement to FHWA, FTA and ODOT of CORPO's use of planning funds for member counties.

### CONTINUING PLANNING

Transportation planning is an ongoing process. CORPO's main transportation planning activities will be completed and updated on a repeating cycle. The long range transportation plan will be completed or updated

at least every five years, and a Transportation Improvement Program (TIP) will be developed on a two-year cycle. As soon as one of these documents is completed, work begins on the next one in a continuing cycle.

One standing committee for each county provides ongoing assistance and advice on transportation planning matters to CORPO.

#### COMPREHENSIVE PLANNING

Rural transportation planning is intended to examine and integrate a variety of issues related to transportation. One of CORPOS's roles is to better understand these issues and their inter-relationships and to try to avoid or reduce potential negative consequences of transportation plans and decisions.

#### Older Adults and People with Disabilities Special Planning

CORPO maintains a list of public transit-human services transportation coordination plans for its member counties. CORPO may offer assistance with Coordinated Plan Development in the future.

#### Air Quality, Climate Change and Energy

On April 15, 2004 the U.S. EPA designated Delaware, Fairfield, Franklin, Knox, Licking, and Madison counties in Central Ohio as being in basic non-attainment of the 8-hour standard for ozone. These counties were re-designated to attainment on June 12, 2009. The U.S. EPA promulgated a new 8-hour ozone standard in 2008 and on July 20, 2012, the 6-county region was redesignated marginal non-attainment. On December 21, 2016, U.S. EPA approved of redesignating the Columbus area to attainment of the 2008 ozone NAAQS (National Ambient Air Quality Standard). On October 26, 2015, U.S. EPA promulgated a new 8-hour standard for ozone. On June 4, 2018, USEPA designated Delaware, Fairfield, Franklin and Licking County as non-attainment for the 2015 ozone standard effective August 3, 2018. MORPC, ODOT, and LCATS play a role through the interagency consultation process with regard to future changes.

On April 14, 2005 the U.S. EPA designated Delaware, Fairfield, Franklin, and Licking and a portion of Coshocton counties as non-attainment of the PM 2.5 standard. On November 7, 2013, these areas were redesignated as in attainment for the PM 2.5 standard. A new annual PM 2.5 standard was promulgated by U.S. EPA in 2012. Regional attainment statuses were established in 2014 and Central Ohio was in attainment..

#### Development Patterns

As of 2015 there were approximately 468,000 people and 150,500 jobs within the CORPO Transportation Study Area. Year 2040 forecasts for this same area show 511,000 people and 184,500 jobs.

#### Transportation Funding

Many transportation improvements are identified as being needed throughout the area, but funding is insufficient to address all the needs. While funds may not be available for many major improvements, small-scale improvements, such as coordination of traffic signals and construction of turn lanes can provide much-needed temporary relief and improve operations. Part of the solution may be in helping to raise awareness of the transportation needs in the region and the lack of funds. Also, alternative techniques and/or revenue sources for financing local transportation improvements need to continue to be explored, along with innovative uses of the local and federal shares of project funding to speed construction of parts of some projects. With pressures for cutbacks for federal funding, highlighting the needs across all modes will continue to be important.

#### Planning Data Technology

Planning data technology includes equipment and systems for collecting, analyzing and reporting data necessary for transportation planning, predicting travel demand, and providing information for policy development. Data include demographic, land use, environmental, economic, and physical conditions of the transportation system. CORPO will continue to use tools such as Geographic Information System (GIS) technology to share information, as well as perform analyses. This will make it easier for its member counties to share data with them. This collaborative data collection and sharing process not only produces better data, but also allows communities to provide more current and accurate information. This system also allows the potential for expanding the collection of other attributes associated with transportation infrastructure.

MORPC maintains a state-of-the-art activity-based travel demand model that covers the Columbus and Newark

urbanized areas and portions of the CORPO area. In addition, the statewide model is used in areas not covered by the MORPC area model. These are used as the basis for Transportation Plan and Transportation Improvement Program development. It also can be used for small- and large-scale special studies and ODOT's development of certified traffic for its project development needs.

### Transit

CORPO may play a role in seeking funds for new transit services, and in addition, CORPO may have a role in helping to coordinate transit services. In addition to traditional transit activities, public transit-human services transportation coordination plans have been developed for Franklin, Delaware, Licking, Fairfield, Madison, and Pickaway and Union counties. CORPO may continue to play a role in updating and implementing these plans.

Also, CORPO, through the transportation planning process, intends to work with transit providers in the counties to identify and coordinate inter-county transportation needs and strategies.

### Freight

Intermodal freight is continually touted as the fastest growing market for the freight industry and a critical component of the Central Ohio economy. Currently, over 1 in 20 private sector jobs in Central Ohio is attributed to the freight industry. However, challenges exist to maintain the region's competitive advantage. Correcting the bottlenecks that threaten the efficiency and productivity of this sector of the economy, new rail structures, special consideration of truck traffic needs, and coordination with air cargo facilities are all needed to ensure that the region continues to play an important role in national and international goods movement.

MORPC, CORPO and other stakeholders are currently involved in a number of important regional projects to address these challenges.

### Intelligent Transportation Systems (ITS)

In order to foster transportation system integration and agency cooperation, ITS is incorporated into CORPO planning through coordination with the MORPC Central Ohio ITS architecture and the state ITS architecture.

The US 33 Smart Mobility corridor project is underway in Union County from Dublin to the Transportation Research Center in East Liberty. This will be a testing area for Connected Vehicle (CV) and Autonomous Vehicle (AV) technology. The also includes all traffic signals in Marysville having vehicle-to-infrastructure (V2I) technology to test these applications in a small city environment. In 2016 the City of Columbus won the U.S DOT Smart City Challenge and is working to implement 15 different strategies in different parts of the region. CORPO is monitoring the development of both of these activities for applicability throughout the CORPO region.

### Safety

Safety is a critical aspect in transportation planning. Building upon information included in the transportation plan, CORPO will assist its members in addressing high-crash locations. Crash data will continue to be analyzed to identify safety needs. In the future, CORPO anticipates working with MORPC, stakeholders and member governments to continue to provide needed education to the public and local governments about the rules of the road, such as safely navigating modern roundabouts, driving without distractions, or yielding to pedestrians in crosswalks.

## CATEGORY 600: TRANSPORTATION

### A. Key Issues

The CORPO Prospectus identifies the following key issues in transportation planning:

- Special planning for the elderly and people with disabilities
- Consideration of existing private transportation services and their role in public transportation
- Air quality, climate change and energy
- Water quality/greenways
- Development patterns
- Transportation funding
- Planning data technology
- Transit
- Freight
- Intelligent Transportation Systems
- Safety
- Active Transportation Systems

### B. Goals & Objectives

Goals and objectives for the 2018-2040 Long-Range Transportation Plan were adopted in January 2017. These guided the development of the 2018-2040 Long-Range Transportation Plan, which was adopted in May 2018 with an executive summary completed and adopted in December 2018.

Goals and Objectives:

- Preserve and Maintain the Existing Transportation System in a State of Good Repair
  - Minimize the number of bridges structurally deficient or functionally obsolete
  - Maximize the miles of pavement in acceptable condition
  - Maximize resources dedicated to maintain and improve the condition of the transportation system
- A Safe Transportation System for All Users
  - Minimize crashes including pedestrian- and bicycle-related crashes
  - Promote system user education to minimize unsafe driving behaviors such as a lack of seatbelt use, distracted driving, impaired driving and others
- Accessibility and Mobility Options for all Users
  - Build facilities that accommodate all users such as those using transit, walking and bicycling
  - Expand public transportation within and between communities
  - Expand the bicycle and pedestrian networks
  - Expand options that assist those living in poverty or in areas with lower accessibility in reaching employment, healthcare or services
- An Integrated, Connected and Coordinated Transportation System



- Increase outreach to advocacy and community groups including area residents, local governments, agencies and organizations
  - Improve connections between regions by utilizing various modes of transportation, including passenger rail
  - Increase local community collaboration and coordination efforts to achieve mutually beneficial outcomes
- A Transportation System that Promotes a Collaborative and Focused Approach to support Economic Vitality
    - Improve strategic freight-related facilities (e.g., highway, rail, intermodal, etc.)
    - Develop priority multipurpose corridors (e.g., utilities, water, broadband, fiber, etc.)
    - Maximize return on investment to position the region to compete globally and efficiently
    - Provide transportation facilities that enhance the transition between rural and urban areas
    - Enhance engagement with regional partners and voices
  - Preserve and Enhance Environmental Resources and Sustainability through the Transportation System
    - Increase use of non-single-occupant vehicles (local transit, intercity transit, ridesharing, biking, walking)
    - Provide transportation facilities consistent with local land use, environmental and sustainability plans

The status and proposed future actions for the work expressed in these key issues and goals are outlined in the following work element descriptions.

**FY 2020 PLANNING WORK PROGRAM**

**WORK ELEMENTS**

**No. 60190-3000**

**Short Range Planning**

Short-range planning services help members make progress on the objectives established in the Rural Transportation Plan. The FAST Act encourages areas to be innovative in the way they manage and operate the system to ensure people and goods move efficiently, safely, and in the most secure way possible. CORPO will support the management and operation of the transportation system by reporting on its conditions and identifying resources to meet established performance measures.

MAP-21 established a core Highway Safety Improvement Program (HSIP) that is structured and funded to make significant progress in reducing highway fatalities. This law requires state Departments of Transportation (DOTs) to implement a State Highway Safety Plan (SHSP) and to address safety issues in their regions. CORPO’s safety planning work will help the state meet this requirement.

Active transportation planning ensures that non-motorized transportation facilities are constructed as part of a multi-modal transportation system and that performance measures are in place to guide engineering, education, and enforcement practices that enhance their usage and the safety of non-motorists.

<b>Product: Method</b>	<b>Agency/ies</b>	<b>Schedule</b>
Condition report of highway system and resources: Assess current condition of highway system by collecting pavement condition summaries from ODOT and local agencies. Identify resources needed to bring it to an acceptable standard. Coordinate effort with the ODOT Asset Management System	<i>CORPO</i>	<i>May 2020</i>
Safety planning: Encourage members to address safety concerns through engineering and enforcement measures. Assist them with their applications for safety funding. Conduct special studies and projects related to transportation safety, as requested by members or ODOT.	<i>CORPO/Others</i>	<i>Ongoing</i>
Active transportation planning: Assist local agencies and entities in planning for and implementing active transportation infrastructure.	<i>CORPO/ODOT/Local Governments</i>	<i>Ongoing</i>

**Budget:**

Total Work Element Budget:   \$25,000           \$20,000 FHWA, \$2,500 ODOT, \$2,500 MORPC

PID#: 109396

**Transportation Improvement Program (TIP) and Implementation**

This element is to prepare and continue to maintain an updated Transportation Improvement Program (TIP) through this element. CORPO will identify federal, state and other resources to make local improvements and coordinate them with traditional federal resources.

This element also involves the monitoring and coordination of progress for projects in the TIP. As-needed amendments to the TIP are completed. Periodic reports concerning the status of federal funds are made to the CORPO committees. CORPO also participates in public involvement opportunities conducted as part of the development of regionally significant transportation improvements including transit projects.

<b>Product: Method</b>	<b>Agency/ies</b>	<b>Schedule</b>
2021-2024 TIP: Coordinate with ODOT Districts 5 and 6, MORPC, transit providers and local agencies on project information for the TIP. Coordinate with ODOT Central Office on TIP update and amendment schedules.	<i>CORPO</i>	<i>May 2020</i>
Collaboration on project delivery and financing options for projects: As needed, work with local jurisdictions to identify project funding mechanisms and coordinate them with the use of federal, state and other locally available resources, including coordination with OPWC's SCIP-/LTIP-funded projects. Assist with special funding opportunities such as TIGER and INFRA. Work with our public and private partners to bring projects that are extremely time-sensitive online as quickly as possible.	<i>CORPO &amp; local agencies</i>	<i>Ongoing</i>

**Budget:**

Total Work Element Budget:    \$75,000            \$60,000 FHWA, \$7,500 ODOT, \$7,500 MORPC

PID#: 109396

**Data and Analysis**

Many transportation programs and projects require GIS and database analytical methods. This element includes using information and tools to develop and prepare final products associated with the various projects and programs of the Regional Transportation Planning Organization. In addition, CORPO intends to function as a resource for requests for information regarding transportation, demographic, development, and various other community needs.

<b>Product: Method</b>	<b>Agency/ies</b>	<b>Schedule</b>
Provide GIS and technical assistance to transportation programs: Coordinate with the modeling team to be responsive to new data needs associated with the travel demand model. Prepare land use forecasts for traffic studies. Provide demographic and economic data for studies as needed.	<i>CORPO</i>	<i>As Needed</i>
Transform raw data into useful information, suggest conclusions, and support decision-making: Create data visualizations to make finding and retrieving information easy for users for transportation planning purposes: Produce data-driven reports for a quick view of facts and figures about communities and the region.	<i>CORPO/MORPC</i>	<i>As Needed</i>
Respond to and document requests: Answer questions from government, residents, academia and businesses for transportation and demographic data.	<i>CORPO/MORPC</i>	<i>As Needed</i>

**Budget:**

Total Work Element Budget: \$28,609 \$22,887 FHWA, \$2,861 ODOT, \$2,861 MORPC

PID#: 109396

**Long Range Transportation Planning**

This work element is the creation and maintenance of the Long-Range Rural Transportation Plan and related activities. The plan examines the region's transportation needs at least 20 years into the future and proposes a multimodal network to meet the region's needs. Work includes maintenance activities for the current 2018-2040 long-range rural transportation plan completed in 2018. This activity also includes coordination with local governments and other transportation agencies, participating in special long-range planning efforts, monitoring and reporting on federal and state transportation legislation, regulations, and policies, and integrating transportation into other regional planning efforts.

<b>Product: Method</b>	<b>Agency/ies</b>	<b>Schedule</b>
Develop, monitor and report plan performance measures: Comply with ODOT measures and federal rules on the Performance-Based Planning Process requirements (as appropriate).	<i>CORPO</i>	<i>Ongoing</i>
Maintain the 2018 - 2040 Long- Range Transportation Plan: Amend as needed.	<i>CORPO</i>	<i>As Needed</i>
Coordinate with ODOT planning activities: Identify and coordinate with special studies; projects that are in the early steps of development and the update to the statewide transportation plan.	<i>CORPO/MORPC</i>	<i>Ongoing</i>
Complete long-range system studies: Use regional data and resources and technical expertise in highway, thoroughfare, transit, pedestrian and bikeway planning to analyze specific long-range transportation needs to assist local governments.	<i>CORPO, Local Governments</i>	<i>Ongoing</i>

**Budget:**

Total Work Element Budget: \$50,000 \$40,000 FHWA, \$5,000 ODOT, \$5,000 MORPC

PID#: 109396

# APPENDIX A

## MORPC STRUCTURE

## **PREFACE**

The Mid-Ohio Regional Planning Commission is a voluntary association of over 60 local governmental entities in and around the following counties: Franklin, Delaware, Fairfield, Fayette, Hocking, Knox, Licking, Logan, Madison, Marion, Morrow, Perry, Pickaway, Ross and Union. The member governments designate an elected or other official to represent their units, of which at least one person must have a high degree of decision-making authority for the entity.

The mission consists of the following:

- Improve the ability of local governments or other entities to deal with local or regional issues.
- Assist local governments in making best use of local tax dollars and other resources through planning, capital improvements programming, shared services and collaboration, policy advocacy, and management best practices.
- Increase the amount of federal and state funds flowing into the region for use in meeting needs recognized by local governments.
- Manage federal, state and in-house rules and regulations associated with grant programs and operation of local activities.

The COMMISSION shall have all powers, duties and responsibilities pertaining to regional planning commissions, specified in Section 713.21 to 713.27 of the Ohio Revised Code and as otherwise permitted by federal, state or local law.

## **BOARD MEMBER ROLES**

The primary responsibilities of a MORPC board member are to effectively represent his or her governmental unit at the board meetings and to share pertinent information with his or her organization. Board members can serve on committees, task forces and working groups as seats are available.

## MORPC'S OVERALL ROLE AS A REGIONAL COUNCIL

### **A Voluntary Association of Local Governments**

For over 60 years, the Mid-Ohio Regional Planning Commission (MORPC) has been addressing challenges associated with growth and development in Central Ohio as well as aiding its members to improve the quality of life within the region.

Organizations such as this are created to help local governments implement good planning and development practices in the fields of energy, infrastructure development, transportation, land use, air and water quality, and sustainability.

### MORPC's Mission

MORPC's mission is to enhance the quality of life and promote the competitive advantages of the region by working through local governments and other constituents.

Today, as a voluntary association of over 60 local governments MORPC serves many purposes:

- \* Providing an **intergovernmental forum and process** for developing creative solutions on regional challenges
- \* Providing **planning/programming** services which directly impact community and economic development
- \* Building **public/private partnerships** to improve communications and better serve a diverse region
- \* Maintaining a **regional database** and forecasting economic and demographic trends
- \* Working closely with community leaders, volunteer citizens, and partner organizations on **policy advocacy** to effectively represent the voice of the region
- \* Working to **implement and maintain eligibility** for **federal and state programs**



\*

The Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and the Clean Air Act Amendments of 1990 significantly increased the responsibility of MPOs. In addition to providing significantly higher levels of funding, ISTEA gave state and local government officials more opportunity to participate in decisions regarding transportation programs and more flexibility in deciding where and how to use ISTEA authorizations. The act made the MPO responsible for coordinating metropolitan planning efforts with state and local governments.

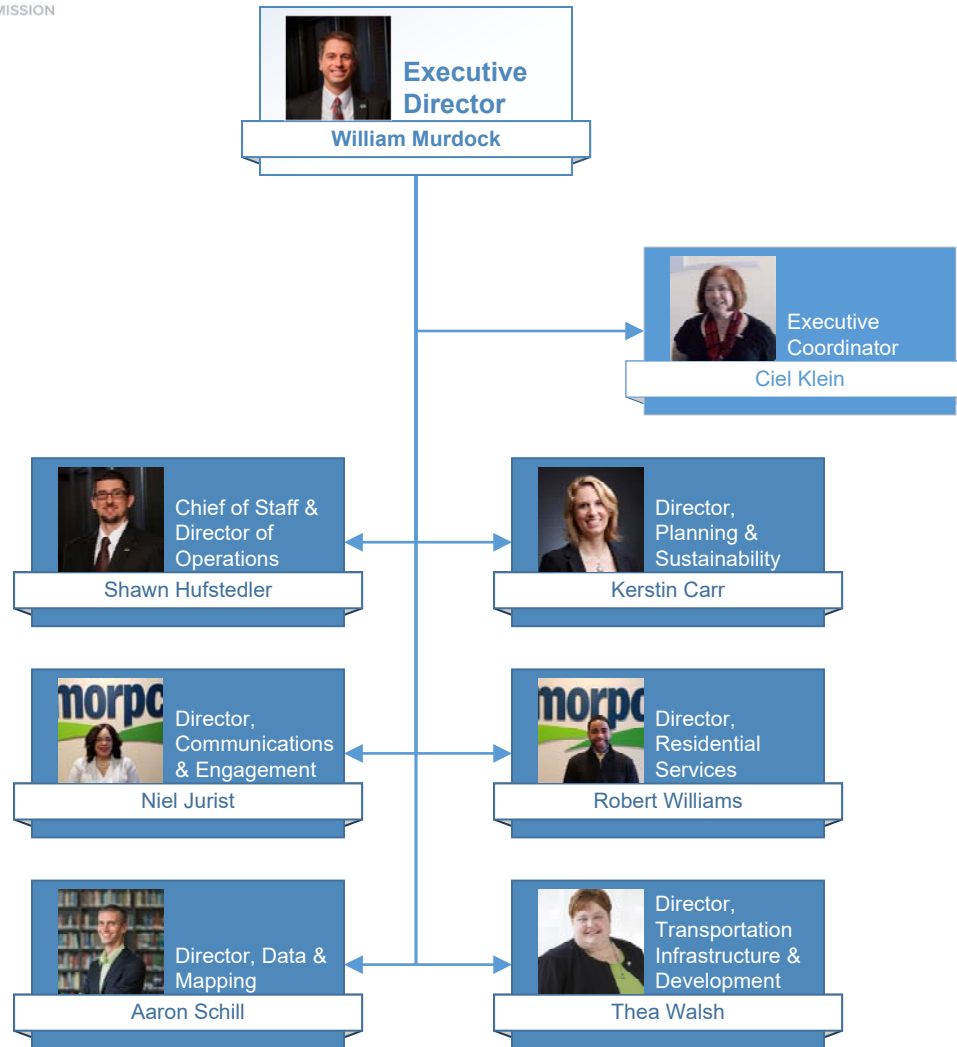
These acts required the addition of nonattainment air quality areas into planning. This requirement expanded the planning area boundaries to include all of Delaware County. Thus, by 1992 the MPO planning area included Franklin and Delaware counties together with Etna, Bloom and Violet townships in Licking and Fairfield counties. In 1998, the 1991 act was reaffirmed with passage of TEA-21, in 2005 with the passage of SAFETEA-LU, in 2012 with the passage of MAP-21 and most recently in 2015 with the passage of The FAST Act. On December 4, 2015, President Obama signed the Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94) into law—the first federal law in over a decade to provide long-term funding certainty for surface transportation infrastructure planning and investment. The FAST Act authorizes \$305 billion over fiscal years 2016 through 2020 for highway, highway and motor vehicle safety, public transportation, motor carrier safety, hazardous materials safety, rail, and research, technology, and statistics programs. The FAST Act maintains our focus on safety, keeps intact the established structure of the various highway-related programs we manage, continues efforts to streamline project delivery and, for the first time, provides a dedicated source of federal dollars for freight projects. With the enactment of the FAST Act, states and local governments are now moving forward with critical transportation projects with the confidence that they will have a federal partner over the long term.

In 2015, the metropolitan planning organization boundary was amended to: Delaware and Franklin Counties; the Cities of Pataskala, Reynoldsburg and New Albany, Etna Township, and areas of Jersey Township engulfed within the New Albany boundary in Licking County; Bloom and Violet Townships in Fairfield County; and Jerome Township in Union County.

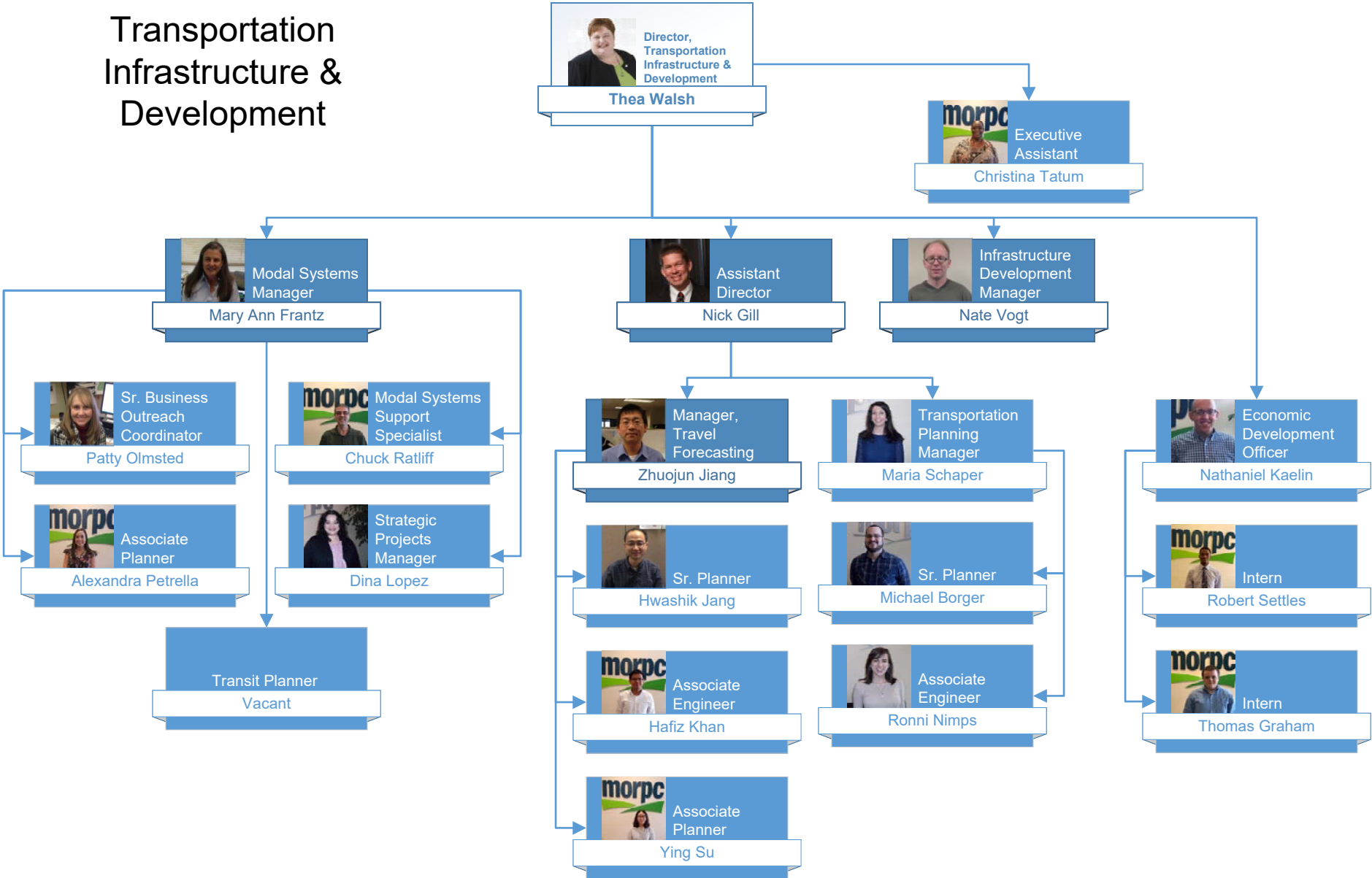


**MORPC**  
MID-OHIO REGIONAL PLANNING COMMISSION

May 2019



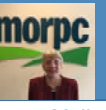
# Transportation Infrastructure & Development



# Residential Services



**Director,  
Residential  
Services**  
Robert Williams



**Executive  
Assistant**  
Melissa Sharp




**Residential  
Program  
Manager**  
Steve Garnack



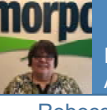
**Energy  
Coordinator**  
Marty Ellis



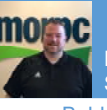
**Weatherization  
Production  
Supervisor**  
Tim Murphy



**Program  
Specialist**  
Traci Goebbel



**Program  
Assistant**  
Rebecca Garrett



**Rehab  
Specialist**  
Bobby Dick




**Lead Intake  
Coordinator**  
Kelli Durham



**Lead Electric  
Baseload  
Auditor**  
Michelle Montgomery



**Inspection  
Coordinator**  
Jeremy Green



**Sr. Energy  
Auditor**  
Jack Wagoner




**Sr. Intake  
Assistant**  
Cindy Hickman



**Electric  
Baseload  
Auditor**  
Cedric Hollingsworth



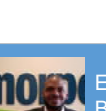
**Energy Auditor**  
Kevin Moore



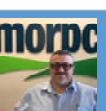
**Sr. Energy  
Auditor**  
Randy Dearwester




**Intake Assistant**  
Andrea Lestikow



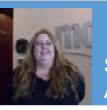
**Electric  
Baseload  
Auditor**  
Sunny Kalu



**Energy Auditor**  
Charles Rayburn



**Sr. Energy  
Auditor**  
Matthew Holman

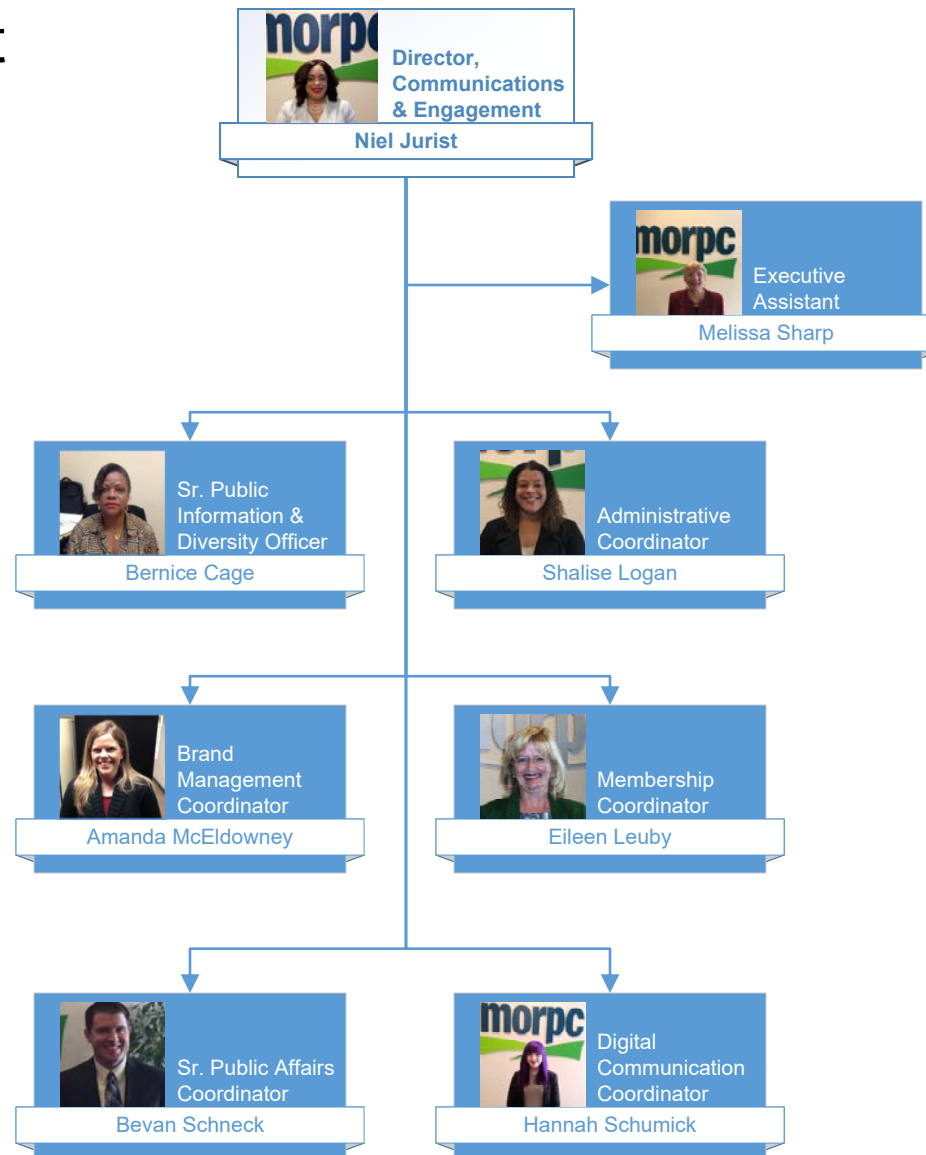


**Sr. Intake  
Assistant**  
Tammy Robertson

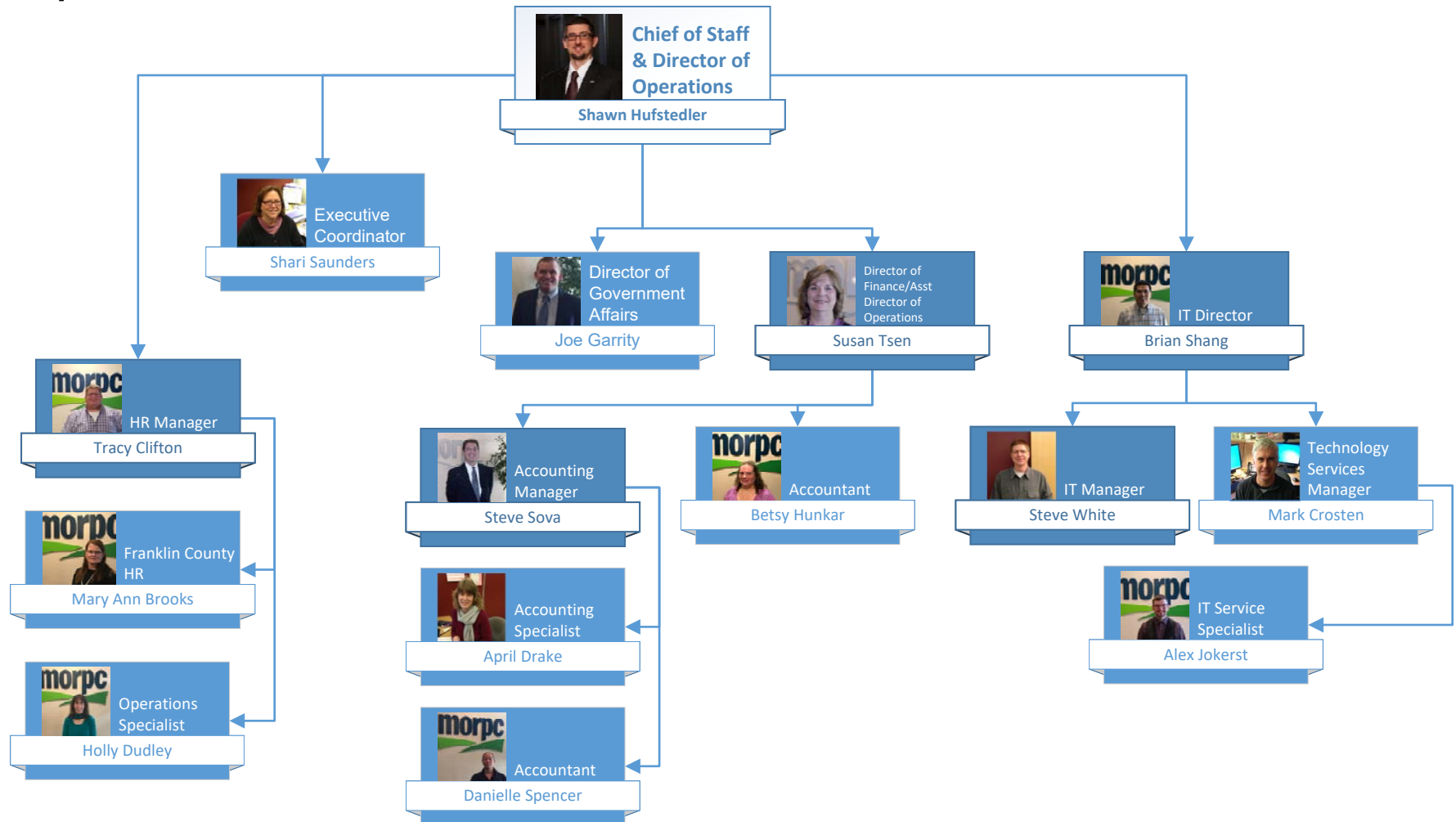


**Energy Auditor**  
Darren Robbins

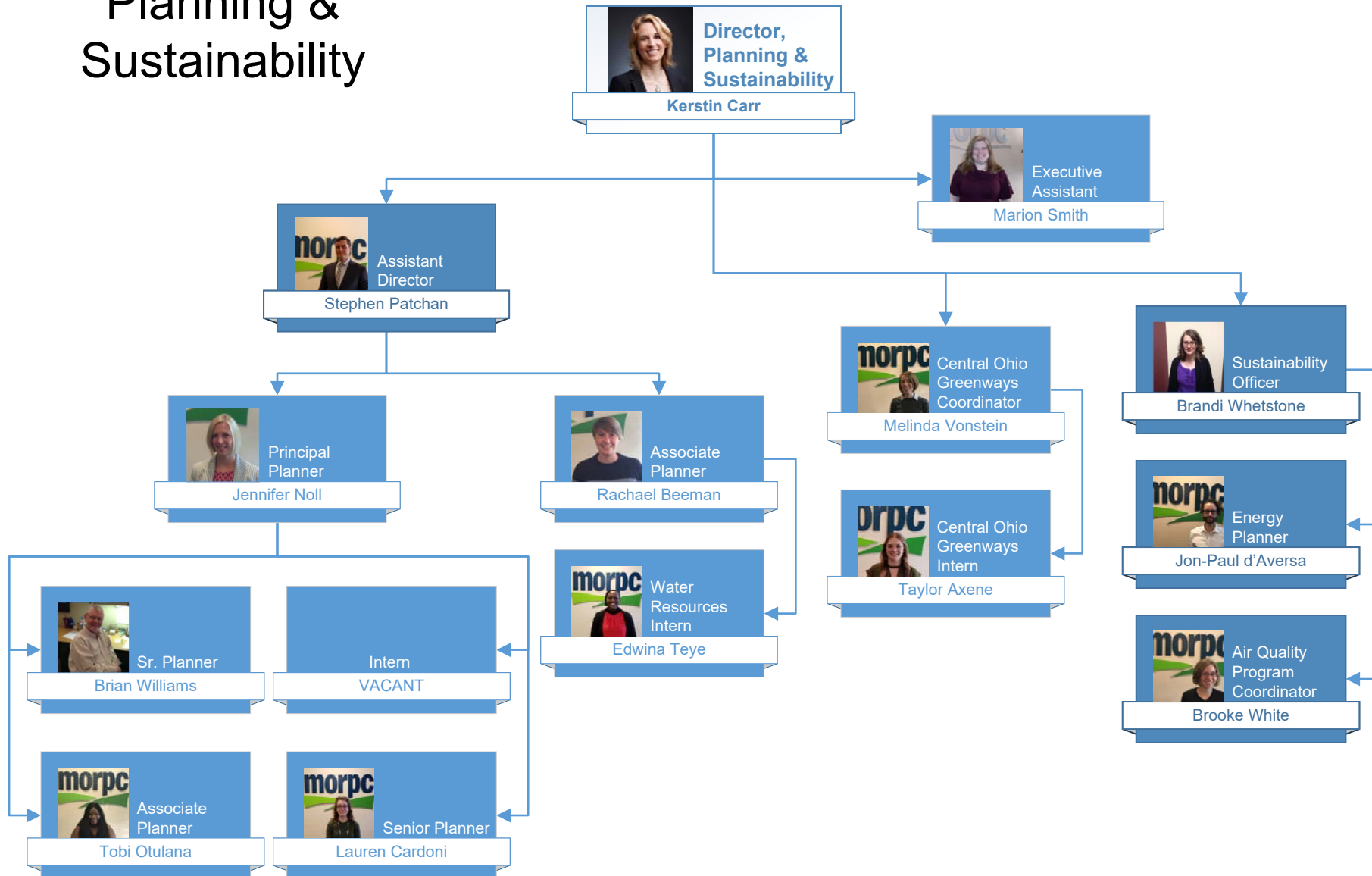
# Communications & Engagement



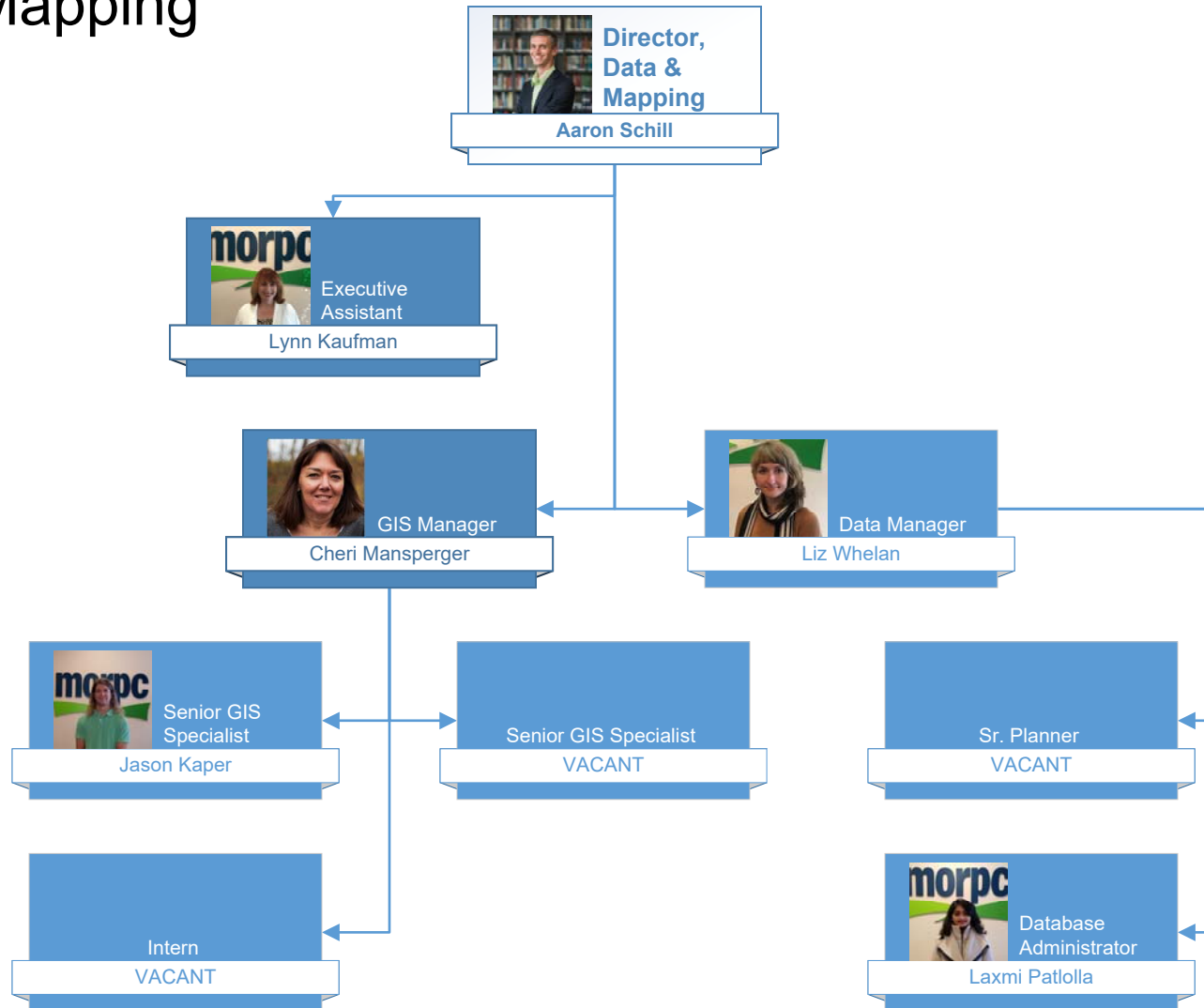
# Operations



# Planning & Sustainability



# Data & Mapping





Mid-Ohio Regional Planning Commission (MORPC) Pay Grades				
Position	Pay Grade	MIN	MID	MAX
Intake Assistant	A	\$29,346	\$35,243	\$41,140
Electric Baseload Auditor	B	\$32,911	\$39,562	\$46,212
Energy Auditor				
HVAC Service & Installation Technician				
Operations Specialist				
Program Assistant				
Public Affairs Specialist				
Senior Intake Assistant				
Accounting Specialist				
Administrative Assistant	C	\$34,280	\$44,566	\$54,851
Assistant Engineer				
Assistant Planner				
Help Desk Support				
IT Service Specialist				
Lead Electric Baseload Auditor				

Associate GIS Specialist (formerly GIS Spec. II)	D	\$38,534	\$50,052	\$61,570
Associate Planner				
Associate Transit Planner				
Digital Communications Coordinator				
Lead Intake Coordinator				
Residential Program Specialist				
Residential Technician				
Sr HVAC Service Technician (formerly HVAC Crew Lead)				
<b>Position</b>	<b>Pay Grade</b>	<b>MIN</b>	<b>MID</b>	<b>MAX</b>
Accountant - Accounts Receivable	E	\$43,332	\$56,291	\$69,249
Accountant - Grants Mgmt & Budget				
Administrative Coordinator				
Air Quality Program Coordinator				
Associate Engineer				
Central Ohio Greenways Program Coordinator				
Commute Coordinator				
Data Analyst				

Database Administrator	E	\$43,332	\$56,291	\$69,249
Senior Energy Auditor				
Executive Assistant				
Executive Assistant				
Executive Assistant				
Government Affairs Coordinator				
Public Affairs Coordinator				
Rehab Specialist				
Senior GIS Specialist (formerly GIS Spec. III)				
<b>Position</b>	<b>Pay Grade</b>	<b>MIN</b>	<b>MID</b>	<b>MAX</b>
Brand Management Coordinator	F	\$48,681	\$63,286	\$77,890
Energy Planner				
Modal System Support Specialist				
Network Administrator				
Principal GIS Specialist (formerly GIS Spec. IV)				
Senior Business Outreach Coordinator				
Senior Government Affairs Coordinator				
Senior Housing Rehab Specialist				
Senior Public Affairs Coordinator				

Community Affairs Coordinator	G	\$54,715	\$71,101	\$87,487
Energy Auditor Supervisor				
Energy Coordinator				
Executive Coordinator				
Inspection Coordinator				
Membership Services Coordinator				
Program Coordinator				
Senior Engineer				
Senior Network Administrator				
Senior Energy Planner				
Senior Planner				
Senior Transit Planner				
<b>Position</b>	<b>Pay Grade</b>	<b>MIN</b>	<b>MID</b>	<b>MAX</b>
Active Transportation & Safety Program Manager	H	\$61,570	\$80,013	\$98,456
Data Manager				
GIS Manager				
Principal Engineer				
Principal Planner				
Principal Planner				
Public Information Officer				
Sustainability Officer				
Strategic Projects Manager				
Weatherization Production Supervisor				

(Competitive Advantage) Program Manager	I	\$69,100	\$89,882	\$110,663
(TIP) Program Manager				
Accounting Manager				
Alternative Transportation Manager				
Human Resources Manager				
IT Manager				
Planning Manager				
Residential Program Manager				
Transportation Planning Manager				
Travel Forecasting Manager				
<b>Position</b>	<b>Pay Grade</b>	<b>MIN</b>	<b>MID</b>	<b>MAX</b>
Assistant Director, Energy & Air Quality	J	\$77,752	\$101,063	\$124,373
Assistant Director, Planning & Environment				
Assistant Director, Transportation Systems & Funding				
Director, Finance & Assistant Director of Operations	K	\$87,351	\$113,542	\$139,732
Director, IT				
Director, Data & Mapping	L	\$100,100	\$132,000	\$163,900
Director, Energy & Air Quality				
Director, Planning & Environment				
Director, Public & Government Affairs				
Director, Transportation Systems & Funding				
Chief of Staff & Director of Operations	M	\$115,115	\$151,800	\$188,485

## MID-OHIO REGIONAL PLANNING COMMISSION

### ARTICLES OF AGREEMENT

#### ARTICLE I – MISSION & REGION

The Mid-Ohio Regional Planning Commission (hereinafter referred to as the COMMISSION) shall carry out the following mission:

- Improve the ability of local governments or other entities to deal with local or regional issues.
- Assist local governments in making best use of local tax dollars and other resources through planning, capital improvements programming, shared services and collaboration, policy advocacy, and management best practices.
- Increase the amount of federal and state funds flowing into the region for use in meeting needs recognized by local governments.
- Manage federal, state and in-house rules and regulations associated with grant programs and operation of local activities.

The region (hereinafter referred to as the REGION) for which the COMMISSION is created and shall be maintained, is the Central Ohio Regional Planning Area which shall include the geographic area of Franklin County and other local units of government that are cooperating in the work of the COMMISSION.

#### ARTICLE II – MEMBERSHIP OF THE COMMISSION

There shall be two general classes of membership on the COMMISSION, full membership with voting rights and associate membership without voting rights.

##### A. ELIGIBILITY

Any municipality, board of township trustees, or board of county commissioners representing a local unit of government which is within, contiguous to or near Franklin County, is eligible for a full membership with the COMMISSION.

Other units of local government (as enabled in O.R.C. 713.21) may become associate members upon such terms as may be agreed upon by the COMMISSION.

##### B. CONDITIONS

To acquire and retain full membership on the COMMISSION, a prospective participating organization must:

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*Amended October 18, 1979 by adoption of Resolution 40-79*

*Amended April 22, 1982 by adoption of Resolution 18-82*

*Amended November 16, 1989 by adoption of Resolution 33-89*

*Amended December 19, 1991 by adoption of Resolution 28-91*

*Amended September 19, 2013 by adoption of Resolution 21-13, effective January 1, 2014*

1. Formally enter into the Articles of Agreement of the COMMISSION by obtaining approval to join the COMMISSION from the prospective participating organization's legislative body including authorization to enter into the Articles of Agreement of the COMMISSION and submitting a copy of the approved authorizing legislation to the COMMISSION.
2. Pay the appropriate participation fees as set forth in Article IX of these Articles of Agreement.
3. Maintain or create, for local planning responsibilities, an appropriate planning organization such as a municipal planning commission or legislative authority where it serves as the municipal planning commission.

In the instance of a local unit of government, other than a municipality, township, or county, such conditions as may be established by the COMMISSION shall be satisfied.

#### C. REPRESENTATION

The COMMISSION supports diversity in all of its activities, consequently members are strongly encouraged to appoint representatives who can speak for diverse groups including disadvantaged, low income, and minority groups. Additionally, the COMMISSION can benefit from additional expertise such as housing, financial, planning, technology, energy, etc., and members are encouraged to consider appointment of representatives with such relevant expertise.

Further, in order for the COMMISSION to retain its role as a forum for central Ohio's local government leaders, each full member shall be represented by at least one elected or appointed official who has a high degree of decision-making authority.

Additional representation requirements shall be defined in the Bylaws of the COMMISSION.

#### D. TERM OF SERVICE

Representatives to the COMMISSION shall serve at the pleasure of their appointing authority.

#### E. VACANCIES

A vacancy on the COMMISSION shall be filled by the authority that appointed such representative in the first instance.

#### F. VOTING

Each full member representative to the COMMISSION shall be entitled to vote on all motions acted upon by the COMMISSION.

**G. ACCEPTANCE OF NEW MEMBERS**

A unit of local government which is eligible by virtue of the Ohio Revised Code and these Articles of Agreement for full membership and has fulfilled the conditions of Article II.B. of these Articles of Agreement, may apply for representation on the COMMISSION.

Upon acceptance by the COMMISSION as a full member, the unit of local government shall become a participating organization in cooperative association with the COMMISSION.

Units of local government eligible for associate membership shall be accepted as members in a manner as may be established by the COMMISSION.

**H. WITHDRAWAL OF MEMBERSHIP**

The legislative authority of any member may terminate its membership with the COMMISSION at any time by adopting a resolution to do so, delivering a certified copy thereof to the Secretary of the COMMISSION, and withdrawing its representatives from the COMMISSION. So far as active participation is concerned, such withdrawal shall be effective upon delivery, but shall not relieve the withdrawing party of its obligation to contribute its share of the cost for the year in which the withdrawal occurs. However, if any such member shall withdraw at any time within the last six months of the year in which it became a member, such withdrawing party shall contribute its share of the cost for the first six months of the year next ensuing. Any legislative authority or other unit of local government not contributing as provided by Article IX hereof may, by a determination of the COMMISSION, be deemed to have withdrawn.

If any member fails to meet the requirements set out in Article II.B., that member shall receive a notice of such failure from the COMMISSION. If after six months from the date of the notice the member continues to fail to meet the requirements set out in Article II.B., the member is deemed to be withdrawn, and a notice from the COMMISSION to that effect shall be forwarded to the former member.

**ARTICLE III – POWERS AND DUTIES OF THE COMMISSION**



The COMMISSION shall have all powers, duties and responsibilities pertaining to regional planning commissions, specified in Section 713.21 to 713.27 of the Ohio Revised Code and as otherwise permitted by federal, state or local law.

The COMMISSION shall provide planning and consultation services concerning local and regional problems and shall review and report its findings on state and federal grant applications when requested by members. The COMMISSION may also provide planning assistance for any member. The cost thereof shall be paid by such member in such a manner and amount as may be agreed on between the COMMISSION and the member.

Any such work so undertaken and completed by the COMMISSION shall be of an advisory or recommending nature which, may or may not be adopted by the member's planning organization. The fact that such planning organization refuses to adopt such work shall not relieve the member from the obligation to pay the amount specified under the contract.

The COMMISSION, after making a regional plan or any change, supplement or abolition thereof, shall certify a copy thereof to the planning commission of each municipality, to the township trustees, and the county commissioners of the REGION.

The planning commission of any municipality to which such a plan, change, supplement or abolition is certified may adopt the same, and it shall thereupon have the same force and effect within such municipality as is provided by law or charter for plans prepared and adopted by said planning commission. The boards of county commissioners may adopt said plan, change, supplement, or abolition so far as it related to non-municipal territory within their respective jurisdictions. When so adopted, said plan, change, supplement or abolition shall be certified to the COMMISSION and filed with the county recorder of affected counties as provided by law.

#### **ARTICLE IV – LOCAL PLANNING RESPONSIBILITIES**

Detailed planning within a single political jurisdiction is not the responsibility of the COMMISSION, but shall remain the responsibility of the planning organization or agency for that local unit of government.

If a county or only a part of a county becomes a member of the COMMISSION, a mutual agreement between the COMMISSION and the regional planning commission involved shall be required to determine how regional planning will be effectuated in that part of the county within the COMMISSION'S planning area. Regardless of the type, planning organizations of members may exercise the option of utilizing COMMISSION staff in lieu of maintaining their own permanent staff by entering into an appropriate agreement with the COMMISSION and paying the required costs agreed upon by the parties thereto.

#### **ARTICLE V – OFFICERS OF THE COMMISSION**

##### **A. OFFICERS**

1. Chair and Vice Chair

The chair and vice chair shall each be members of the COMMISSION and be elected by representatives of the COMMISSION at its annual meeting each year. Each shall hold office until the annual meeting next after his or her election and until his or her successor is elected and qualified. The duties of the chair shall include the appointment of standing, ad hoc, and other committees as authorized by Article VII of these Articles, unless other provisions for their appointment have been adopted. The chair may appoint such special committees or task forces as may be necessary from time to time in order to perform the duties set forth in the Articles of Agreement, or as the Commission may otherwise direct. The chair shall preside at all meetings of the COMMISSION. The vice chair shall serve as chair during any absence of the chair and shall assist the chair in performance of duties.

2. Secretary

The COMMISSION at its annual meeting each year shall elect a secretary. The secretary shall hold office until the annual meeting next after his or her election and until his or her successor is elected and qualified. It shall be the duty of the secretary to ensure a full record of the proceedings of the COMMISSION and of its committees is kept, and he or she shall perform such other duties as the COMMISSION may from time to time direct.

B. VACANCIES

Should the offices of chair, vice chair or secretary become vacant, the COMMISSION may at its next regular meeting receive nominations from the Nominating Committee as well as from the floor and elect a successor; however, such vacancy shall be filled within a period of five months. When a vacancy occurs, the COMMISSION shall appoint an interim officer at its next regular meeting. Such interim officer shall possess all the powers of a regular officer and shall serve until the position is filled by the COMMISSION.

**ARTICLE VI – EMPLOYEES**

The COMMISSION or its delegate may authorize the employment of a director, and such planners, engineers, accountants and others as may be necessary, and determine their compensation. Personnel shall not be under civil service but shall be eligible for and covered by the Ohio Public Employees Retirement System.

**ARTICLE VII – COMMITTEES OF THE COMMISSION**

The Bylaws adopted by the COMMISSION shall provide for the establishment of standing, ad hoc, and other committees, at least one of which shall oversee financial, administrative and personnel matters; a county planning area committee and subcommittee for each county without a county or regional planning commission; and a transportation policy committee.

The method of selection, term, name, duties and responsibilities of committees shall be provided in the Bylaws of the COMMISSION.

### **ARTICLE VIII – ELECTIONS**

#### **A. NOMINATING COMMITTEE**

There shall be established a Nominating Committee, the members of which shall be appointed by the chair of the COMMISSION and confirmed by the COMMISSION. Said Nominating Committee shall be composed of five (5) members of the COMMISSION, and not more than two (2) of these five shall be appointees from any one type of jurisdiction (i.e., counties, cities, villages, or townships) in order to provide for a broad perspective from among the governments represented on the COMMISSION as indicated in Article II.C. of these Articles. The Nominating Committee shall designate its chair from its members.

#### **B. NOMINATION FOR ELECTION**

At least twenty (20) days prior to the annual meeting, the chair shall appoint the Nominating Committee. Said Nominating Committee having been duly appointed and confirmed shall, at least ten (10) days prior to the annual meeting of the COMMISSION, report the names of the candidates so nominated to the secretary. The secretary shall advise each member of the COMMISSION, in writing, at least five (5) days prior to the annual meeting as to the nominees so selected. At the annual meeting, the chair of the Nominating Committee shall report the names so nominated. After this report is presented, nominations from the floor shall be invited. Such nominations must be seconded. The secretary then shall prepare ballots properly identifying the nominees, said ballots shall be distributed and tallied during the annual meeting by a temporary committee appointed for that purpose.

### **ARTICLE IX – FINANCIAL PROVISIONS**

The cost of maintaining the COMMISSION for regional planning purposes shall be apportioned in accordance with the Bylaws. Each member shall contribute annually according to the fee schedule adopted by the COMMISSION.

**ARTICLE X – AMENDMENT**

These Articles of Agreement may be amended by resolution adopted by the COMMISSION at any regular or special meeting and confirmed by a majority of the full members.

**ARTICLE XI – TIME OF TAKING EFFECT**

These Articles of Agreement shall take effect upon the adoption of the resolution of adoption of these Articles of Agreement by the COMMISSION at any of its regular or special meetings, and the confirmation by a majority of the members within one year thereafter.

**ARTICLE XII – TAX EXEMPT STATUS AND DISSOLUTION**

Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on, (a) by an organization exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), or (b) by an organization, contributions to which are deductible under Section 170(c) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

Upon the dissolution of the organization, the Members of the COMMISSION shall, after paying or making provision for the payment of all of the liabilities of the organization, dispose of all of the assets of the organization in such manner so that they can be used exclusively for public purposes.

**CENTRAL OHIO RURAL PLANNING COMMITTEE  
BYLAWS**

A. NAME

The name of this committee shall be the Rural Planning Committee for the Mid-Ohio Regional Planning COMMISSION.

B. ORIGIN

The Rural Planning Committee is provided for in the federally and state sponsored Regional Transportation Planning Organization (RTPO) program and is administered by an Ohio Department of Transportation (ODOT) approved planning work program (PWP).

C. PURPOSE

The Rural Planning Committee is designated as the "Rural Planning Organization" (RPO) for the counties surrounding the Columbus metropolitan planning area in the Mid-Ohio Regional Planning Commission's area of interest and designated by a COMMISSION agreement with ODOT. The Rural Planning Committee is the forum for cooperative decision-making that will be taking the required approval actions as the RPO. The goal is for the State of Ohio is to designate the Rural Planning Committee as an RTPO, per 23 USC § 135(m), as amended, to enhance the planning, coordination, and implementation of statewide strategic long-range transportation plans and transportation improvement programs, with an emphasis on addressing the needs of non-metropolitan areas of the State.

D. MEMBERSHIP AGREEMENT

Each County Board of Commissioners must execute an agreement and resolution declaring membership in the Rural Planning Committee and the creation of a County Subcommittee. A resolution by the County Board of Commissioners is required to cease membership of the Rural Planning Committee. All terms of Rural Planning Committee membership are managed by the Memorandum of Understanding.

E. QUORUM

A quorum shall be defined as at least one representative from at least five of the seven member counties in the RPO. When a quorum is present, an affirmative vote of a majority of the representatives present is necessary for any action taken.

F. MEMBERSHIP REPRESENTATION

Representatives on the Rural Planning Committee shall consist of two local elected officials or their designee selected by the County Board of Commissioners for their respective county. These representatives are called county appointed representatives. These representatives shall also serve on the County Subcommittee. Additional representatives on the Rural Planning Committee shall consist of one representative from each County Subcommittee selected by all of the county appointed representatives of the Rural Planning Committee. These representatives must be appointed biennially by their appointing authority. Additional ex-officio representatives shall include appropriate State and Federal transportation officials.

G. OFFICERS

The officers of the **Rural Planning Committee** shall be selected from the **Rural Planning Committee** membership and announced at the first official meeting of the **Rural Planning Committee** on odd numbered years. The committee shall select the following officers: a Chairperson to preside over meetings, a Vice-Chairperson to act on the Chairperson's behalf in his or her absence, and a Secretary to certify all minutes of **Rural Planning Committee** meetings.

H. MEETINGS

The Rural Planning Committee will meet at a minimum of once annually. Additional meetings may be called by the Chairperson or Vice-Chairperson, fulfilling the Chair's duties, or by any three (3) members of the Rural Planning Committee.

I. NOTICE

Notice of meetings shall be mailed and/or electronically mailed at least one week in advance of the meeting date, whenever practical.

J. COUNTY SUBCOMMITTEES

The **Rural Planning Committee** is advised by **County Subcommittees**. One **County Subcommittee** represents each county.

Required and suggested representation on the County Subcommittee shall be determined as follows:

Required:

1. Two County Appointed Rural Planning Committee representatives.
2. One member of the County Board of Commissioners or designee.
3. The County Engineer
4. A representative of the City with the largest number of people residing within the boundaries of the county, as determined by the decennial census of the United States.
5. A representative of full members the COMMISSION with the majority of its population located within the boundaries of the county.

Other representatives on County Subcommittee could include:

1. Representation of other municipalities and townships that are located wholly or partially within the boundaries of the county.
2. Representation of any local or regional planning commission that is serving the county wholly or partially.
3. Representation of agencies that provide transportation services to the county wholly or partially, including:
  - a) Transit Agencies
  - b) Vehicle for Hire Companies
  - c) Providers serving individuals with disabilities
  - d) Providers serving seniors
  - e) Providers serving at-risk populations
4. Representation of the ODOT District Office or the ODOT County Garage.
5. Representation of business and general citizenry.
6. Any other representative that the County Board of Commissioners invites to participate.



## Mid-Ohio Regional Planning Commission

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# MEMORANDUM

**TO:** Mid-Ohio Regional Planning Commission  
Administrative Committee  
Officers and Board Members

**FROM:** Charles J. Olimpio, Jr., director  
Finance and Administration

**DATE:** October 6, 1994

**RE:** Proposed Resolution 45-94: **"ADOPTING A REVISED CODE OF ETHICS FOR THE MID-OHIO REGIONAL PLANNING COMMISSION"**

As part of our systematic review of Commission policies this year, legal counsel has prepared this revised Code of Ethics to incorporate updates needed due to changes in the law. There were only two changes to the existing code:

1. Section 2 B - improved language regarding competitive bidding exclusions.
2. Section 2 E - added to prohibit improper influence over investment of public funds in any security, mortgage, etc.

CJO/cl

Attachment: Resolution

RESOLUTION 45-94

**ADOPTING A REVISED CODE OF ETHICS FOR THE MID-OHIO REGIONAL PLANNING COMMISSION**

WHEREAS, the members and employees of the Commission are subject to the Ohio Ethics Law and related statutes; and

WHEREAS, it has been deemed appropriate that members, committee members and employees be aware of and abide by ethics appropriate to this Commission; and

WHEREAS, MORPC adopted a revised Code of Ethics on October 19, 1989, by Resolution 27-89; and

WHEREAS, as a part of our systematic review of Commission policies, this policy has been updated by legal counsel; now therefore

BE IT RESOLVED BY THE MID-OHIO REGIONAL PLANNING COMMISSION:

- Section 1. A. That no member, committee member or employee of the Commission shall receive or agree to receive directly or indirectly, compensation, anything of value or the promise of anything of value other than from the Commission or the governmental unit with which they serve and represents on the Commission, which compensation or thing of value is of such a character as to manifest a substantial and improper influence upon them with respect to their duties.
- B. That it shall not constitute a violation of this section for a member of the Commission to receive a partnership distributive share of fees for services rendered by another partner in any case, proceeding, application or other matter which comes before the Commission, provided that the member does not render personal services or appear before the Commission on the matter. The member, committee member or employee also must abstain from any vote, recommendation or discussion on the matter.
- Section 2. That no member, committee member or employee of the Commission shall:
- A. Authorize, or employ the authority or influence of their office to secure authorization of any public contract in which they, a member of their family, or any of their business associates has an interest.
- B. **During their term of office or within one year thereafter, occupy any position of profit in the prosecution of a public contract authorized by them or by the Commission, of which they are a member at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder.**



- C. Have an interest in the profits or benefits of a public contract entered into by or for the use of the Commission.
- D. Have an interest in the profits or benefits of a public contract that is not let by competitive bidding when required by law, and that involves more than \$150 dollars.
- E. **Authorize or employ the authority or influence of their office to secure the investment of public funds in any share, bond, mortgage or other security, with respect to which they, a member of their family, or any of their business associates either has an interest, is an underwriter, or receives any brokerage, organization or servicing fees.**

Section 3. That no member, committee member or employee of the Commission shall take part in discussion, vote or use the authority or influence of their office on any case, proceeding, application or other matter which comes before the Commission in which they, a member of their family, any of their private business associates, or any private entity of which they are an owner or agent, has an interest which conflicts with the duties of the member. An interest is deemed to conflict with the duties of the member if the interest has the direct aim or purpose of profit or gain for the member, members of their family, their private business associates, or any private entity of which they are owner or agent. An interest is deemed not to conflict if there is an overriding public interest involved and the profit or gain of any private individual or entity is only incidental.

Section 4. That no present or former member, committee member or employee of the Commission shall represent a client, or act in a representative capacity, or any matter before the Commission or any other government agency in which they have personally participated while an officer or employee of the Commission. This prohibition will apply during Commission service and for one year thereafter.

Section 5. That if it appears that a member, committee member or employee of the Commission has violated or is about to violate this resolution, the chair of the Commission or any committee thereof, upon being apprised of the violation or potential violation shall rule that the member, committee member or employee in violation or about to be in violation is out of order and may not participate in vote, recommendation or discussion. If such violation has already occurred, the chair may take the matter up for reconsideration if such violation has had an effect on the recommendation or decision of the staff or any committee or the Commission.

- Section 6. A. That if a complaint is made to the Commission against a member, committee member or employee, the Commission shall give to the person against whom the complaint is made 10 days written notice of such complaint and direct the complaint to the Administrative Committee.
- B. The Administrative Committee shall seek advice from counsel on whether the member, committee member or employee has a conflict of interest and should abstain from any vote or recommendation. If necessary, the matter will be referred to the Ohio Ethics Commission or the appropriate prosecuting attorney for an advisory opinion or investigation.
- Section 7: That the executive director is authorized to take such other action and execute and deliver such other documents as, acting with the advice of legal counsel, he shall deem necessary and appropriate to carry out the intent of this resolution.
- Section 8: That this Commission finds and determines that all formal deliberations and actions of this Commission concerning and relating to the adoption of this resolution were taken in open meetings of this Commission.



John S. Ensign, Chair  
Mid-Ohio Regional Planning Commission

Effective date: October 20, 1994  
Submitted by: Administrative Committee  
Prepared by: Baker & Hostetler, legal counsel  
Authority: Ohio Revised Code 713.21, Chapter 102 and Section 2921.42  
For action date: October 20, 1994

## **APPENDIX B**

### **FINANCIAL DOCUMENTATION**



Mid-Ohio Regional  
Planning Commission

# INDIRECT COST ALLOCATION PLAN

■ CY 2019



**FRINGE BENEFIT & INDIRECT COST RATE AGREEMENT**  
**Between**  
**The Ohio Department of Transportation and**  
**The Mid-Ohio Regional Planning Commission**

**December 19, 2018**

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal and State Government, subject to the conditions in Section III.

**SECTION I: INDIRECT COST RATES**

**RATE TYPE:** The Mid-Ohio Regional Planning Commission has adopted the **FIXED RATE METHOD** of calculating the Fringe Benefit and Indirect Cost Rates. The rates are calculated based on the most recently audited Fiscal Year with adjustments for projected changes. Once approved, the provisional rates are billed for the contract period. At the end of the Fiscal Year, the actual rates are calculated and the difference between the estimated and actual costs, for the period covered by the rates, are “carried forward” as adjustments to the future rates.

TYPE	EFFECTIVE PERIOD		RATE (%)	APPLICATION
	FROM	TO		
PROVISIONAL FIXED	1/1/2017	12/31/2017	63.00	FRINGE BENEFIT RATE
PROVISIONAL FIXED	1/1/2017	12/31/2017	54.50	INDIRECT COST RATE
FINAL FIXED ***	1/1/2017	12/31/2017	63.21	FRINGE BENEFIT RATE
FINAL FIXED ***	1/1/2017	12/31/2017	52.14	INDIRECT COST RATE
PROVISIONAL FIXED	1/1/2018	12/31/2018	61.00	FRINGE BENEFIT RATE
PROVISIONAL FIXED	1/1/2018	12/31/2018	55.00	INDIRECT COST RATE
FINAL FIXED	1/1/2018	12/31/2018		FRINGE BENEFIT RATE
FINAL FIXED	1/1/2018	12/31/2018		INDIRECT COST RATE
PROVISIONAL FIXED	1/1/2019	12/31/2019	59.00	FRINGE BENEFIT RATE
PROVISIONAL FIXED	1/1/2019	12/31/2019	57.20	INDIRECT COST RATE
FINAL FIXED	1/1/2019	12/31/2019		FRINGE BENEFIT RATE
FINAL FIXED	1/1/2019	12/31/2019		INDIRECT COST RATE

BASE: For Fringe Benefits, the base is total direct and indirect labor.  
 For Indirect Costs, the base is total direct labor (including direct labor fringe benefits).  
 \*\*\* The FINAL CY2017 rates have not been audited by ODOT.

**SECTION II: SPECIAL REMARKS**

- A. TREATMENT OF FRINGE BENEFITS:**  
 Fringe benefits include Holiday, Sick and Vacation Leave, PERS, Hospitalization, Workers Compensation, etc. These expenses are billed to contract(s) based on the applicable fringe benefit rate times the direct labor expenses incurred for the contract(s).
- B. TREATMENT OF INDIRECT COSTS:**  
 Indirect costs are not specifically identified to a cost objective. These include operational and administrative expenses (e.g., payroll processing, building rent, depreciation, etc.) These expenses are billed to contract(s) based on the applicable indirect cost rate times the direct labor plus direct labor fringe benefit expenses incurred for the contract(s).

**SECTION III: GENERAL**

**A. LIMITATIONS:**

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract, or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal or State Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the governmental entity.

**B. ACCOUNTING CHANGES:**

This agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the Ohio Department of Transportation. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

**C. FIXED RATE:**

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

**D. USE BY OTHER FEDERAL/STATE AGENCIES:**

The rates in this Agreement were approved in accordance with the authority in 2 CFR Part 200, and should be applied to grants, contracts, and other agreement covered by this Regulation, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal agencies to give them early notification of the Agreement.

**E. OTHER:**

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE DEPARTMENT/AGENCY:

BY THE PASS THROUGH ENTITY ON BEHALF OF THE FEDERAL GOVERNMENT:

Mid-Ohio Regional Planning Commission  
(DEPARTMENT/AGENCY)

Ohio Department of Transportation  
(DEPARTMENT/AGENCY)

SP Hafstead for WM  
(SIGNATURE)

Jack Marchbanks/JEL  
(SIGNATURE)

William Murdock  
(NAME)

Jack Marchbanks as signed by Judi Elfers Locken  
(NAME)

Executive Director  
(TITLE)

Director  
(TITLE)

1/8/19  
(DATE)

1/15/19  
(DATE)

MID-OHIO REGIONAL PLANNING COMMISSION

**NOVEMBER 21, 2018  
COST ALLOCATION PLAN**

For the Period: January 1, 2019 through December 31, 2019 (CY2019)

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**CERTIFICATION**

**MID-OHIO REGIONAL PLANNING COMMISSION**

**Certificate of Indirect Costs**

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal for the calendar year ending 12/31/2019 to establish billing or final indirect costs rates for calendar 2019 are allowable in accordance with the requirements of the Federal award(s) to which they apply and the provisions of Subpart E—Cost Principles of Part 200. Unallowable costs have been adjusted for in allocating costs as indicated in the indirect cost proposal.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Governmental Unit: Mid-Ohio Regional Planning Commission

Signature: \_\_\_\_\_

Name of Official: Susan Tsen

Title: Finance Director & Assistant Director of Operations

Date of Execution: November 21, 2018



MID-OHIO REGIONAL PLANNING COMMISSION  
COST ALLOCATION PLAN/PROPOSAL  
For the Period: 1/1/2019 through 12/31/2019

**Executive Summary**

Because the Mid-Ohio Regional Planning Commission (MORPC) receives substantial funds from the federal government, it is required to abide by federal regulations Uniform Grants Guidance, 2CFR, Part 200, which specifies administrative, cost accounting and audit rules, respectively. The cost accounting rules specify the criteria for classifying costs as direct or indirect. The regulations also require that MORPC submit and negotiate with the U.S. Department of Transportation (authority delegated to Ohio Department of Transportation) an "Indirect Cost Allocation Plan", which establishes an indirect cost rate for the upcoming fiscal year. The primary purpose of these regulations and the cost allocation plan is to arrive at and recover the actual total cost of a contract with no provision for profit. This ensures that all grantors and contractors pay their fair share of indirect or common costs as well as directly related costs.

Indirect costs are those costs not readily identifiable with a particular grant, contract, project, function or activity but necessary to the general operation of the organization and the conduct of the activities it performs. These costs include the common costs of operating and maintaining buildings and equipment, administrative salaries, general telecommunications expense, general travel, and supplies.

MORPC's financial statements, including indirect costs, are audited annually. All recent audits, including 2017, have found MORPC's financial statements and indirect cost rates to be fairly presented and in compliance with applicable laws and regulations.

MORPC has a formal, signed indirect cost negotiation agreement with the Ohio Department of Transportation on behalf of the Federal Highway Administration (FHWA) for the period January 1, 2018 - December 31, 2018. This agreement is applicable to all grants, contracts and activities of MORPC. The agreement specifies an indirect cost allocation rate of 55.0 percent of direct salaries and benefits and a fringe benefit rate of 61.0 percent of salaries for January - December 2018. The base for allocating fringe benefits is direct and indirect salaries and the base for allocating indirect costs is direct salaries plus fringe benefits.

The detailed report on the following pages proposes the indirect cost allocation rate for the period January 1, 2019 - December 31, 2019. The proposed indirect cost allocation rate is 57.2 percent of direct salaries and fringe benefits. The proposed fringe benefit rate is 59.0 percent of direct and indirect salaries. Note that the indirect cost allocation rate is not equivalent to a general and administrative rate typically calculated by nonprofit entities.

## Detailed Cost Allocation Plan/Proposal

### General Compliance, Audit

This cost allocation plan has been prepared in accordance with the following government regulations:

- a. Uniform Grants Guidance, 2CFR, Part 200
- b. Contract Audit Circular No. MPO-1
- c. Contract Audit Circular No. MPO-2

MORPC maintains its cost records in conformity with these and other applicable regulations on the accrual basis. MORPC has its financial statements audited annually in accordance with OMB Circular A-133 and all applicable federal and state audit guides and "Compliance Supplements." U.S. DOT has been designated as cognizant over MORPC's indirect cost plan.

### Current Year Indirect Cost Allocations and Rates

MORPC's current negotiated indirect cost rate is 55.0 percent. The indirect cost rate for CY2019 is estimated to be 57.2 percent. MORPC uses a fixed rate with carry forward provision.

### Proposed CY2019 Indirect Cost Allocations, Rates and Bases

MORPC proposes to allocate indirect costs at the rate of 57.2 percent of direct labor plus allocable direct labor fringe benefit dollars. Indirect costs are estimated to be \$3,200,957 allocated on a base of \$5,596,079 direct labor plus direct labor fringe benefits. This will be a fixed rate with a carryover provision. The audited carry forward amount from 12/31/2017 is an over absorbed amount of (\$111,018). Note this over absorbed amount varies slightly compared to the amount in the Actual FY2018 column shown on page 18 compared to the audited financial statement due to rounding in the formula.

In the CY2019 cost allocation plan, an estimate for turnover has been included for direct labor as shown in the attached Schedule of Direct Labor, Fringe Benefits and General Overhead. Since turnover occurs on a regular basis, including a turnover factor provides a better estimate for labor for budgeting purposes.

The attached Schedule of Direct Labor, Fringe Benefits and General Overhead summarizes the proposed rate calculations. Pages 15 through 18 are supporting schedules.

### Indirect Cost Allocation Rates Prior Year Information

MORPC first established a cost allocation plan in August 1972. In 1976 the U.S. Department of HUD requested that MORPC submit its cost allocation plan to them for negotiation. This resulted in formal Indirect Cost Negotiation Agreements between HUD and MORPC, for fiscal years 1977 through 1986. FHWA/ODOT was designated as the cognizant agency beginning with FY87 and indirect cost negotiation agreements have been signed since then. Provisional-Fixed rates were used from FY87 through FY95. Fixed rates with carry-forward provision were required beginning FY96. The plan has been audited from its inception through 12/31/2017, found by our auditors to be reasonable, in conformity with federal

regulations, and consistently applied. Other audits and audit reviews by federal agencies have similarly found no problems with this cost allocation plan.

The historical schedule on page 19 shows actual and audited costs through 12/31/2017, compared with allocated costs since 1/1/2008. This current plan incorporates final actual audited costs and variances through December 31, 2017.

### **Indirect Cost Allocations and Bases**

Indirect costs are allocated to the various planning grants, contracts and their cost objectives on the basis of direct labor dollars inclusive of fringe benefits. Throughout this plan, the term direct labor means wages plus fringe benefits which is the “base” for allocating indirect costs.

Common indirect costs that benefit all contracts and grants are accumulated in a series of cost objectives. Indirect labor accounts for 44 percent of all indirect costs, and includes salaries and fringe benefits for the eligible portions of Executive Management, Finance, Human Resources, Administrative Services & Information Technology, Public & Government Affairs, and Contract and Proposal. Most of these areas also provides services for which there is direct funding from a billable source and therefore has labor charges to both direct and indirect cost objectives. Labor is charged to the cost objective receiving services on the basis of individual employee time sheet records.

The types of services provided to the agency by the various indirect departments are related to carrying out the administrative and financial requirements of 2CFR Part 200 and other applicable regulations. Human Resources, Administrative Services & Information Technology handles personnel, civil rights, EEO programs, property management, disadvantaged business enterprise programs, and procurement and provides technical assistance, training, network maintenance, internet and maintains the agency website. Finance handles accounting, budgeting, and risk management. Public & Government Affairs handles general community participation and dissemination of public information. Contract and proposal development indirect costs cover the development of proposals for grants and contract administration.

The following general overhead expenses are charged almost exclusively to the indirect cost pools: telephone, agency insurance, audit fees, and computers and computer network costs.

Unallowable costs and costs of locally requested initiatives are not included in the indirect cost pool. These costs are charged to program numbers 500XX series and are financed with 100 percent local funds. These costs are identified as Unallowable (see page 11) or Development Fund (see page 12) or Service to Members (see page 13).

## Estimated Soft Funding/Turnover

Part of the direct and indirect labor base for allocating indirect costs as discussed above includes an estimate for soft funding and turnover. The following items are taken into effect to calculate the soft funding/turnover amount:

- Known and estimated staff turnover and rehiring time
- Known and estimated (based on history) extended leave for sickness or injury (FMLA), maternity/paternity leave
- Adjustment for estimated future funding expected, but not yet secured
- Adjustment for historical experience and anticipated staffing trends

## Indirect Costs by Function

### Executive Management

The executive management staff performs all CEO functions for the organization, beginning with the coordination and administration of board functions in connection with the Commission's officers and committees. The Executive Director (ED) and Chief of Staff work with the board on organizational development and the development of strategic goals toward the accomplishment of MORPC's mission in the community. Within this framework the ED directs all staff operations through seven staff departments. The ED is directly involved in approving human resources policies and actions, authorizing expenditures, negotiating contracts and the measurement and achievement of strategic goals. The ED is also the primary external spokesman for the organization and contract officer.

The Executive Management, Chief of Staff, and related administrative support overhead budget of \$430,693 includes salaries and benefits as well as other non-labor costs and allowable organizational memberships.

Non-Overhead Functions & Activities charged direct by Executive Management staff:

- Services to members
- Development activities

### Executive Director and Chief of Staff Costs

The Executive Director and Chief of Staff, like all other employees, keep a daily time sheet, accounting for their labor costs in one-quarter hour increments related to cost objective (program) numbers. Executive Director and Chief of Staff activities of a general administrative nature which benefit the entire organization and its entire work program are charged to the indirect project number 0501X. This is budgeted at approximately 69 percent of the Executive Director's time and 31 percent of the Chief of Staff's time for CY2019. Only actual time spent is recorded on the daily time sheet.

When the Executive Director works on a service to member, developmental, marketing or community project and when such an activity is not of common benefit to all other activities, the time is charged to a cost objective that is part of the development fund or service to members fund. These funds come from member governments' per-capita membership fees and are 100 percent local funds. All travel and business meetings costs of the Executive Director are charged to the local development funds unless travel is directly related to a direct program. No Executive Director travel and business meeting costs are charged to the indirect cost objectives. The Chief of Staff generally does not have similar activities that are not of common benefit.

## **Human Resources**

The Human Resources (HR) section provides an outstanding work environment with incentives for highly successful careers at MORPC. Human Resources accomplishes that goal by providing the following services to staff: recruitment and selection, orientation, employee relations, personnel policies and procedures, strategic and succession planning, wage and salary administration and training and development.

The Human Resources overhead budget of \$298,487 includes salaries and benefits as well as employment advertising, salary survey, general training, and staff development for the entire agency.

### **Non-Overhead Functions & Activities charged direct by HR**

- Consulting to members

## **Administrative Services (Facilities)**

The Administrative Services section is responsible for purchasing of agency supplies, office equipment, records retention, storage, and some fleet management activities.

The administrative services overhead budget of \$489,192 includes salaries and benefits as well as rent, utilities, maintenance, supplies, and depreciation.

## **Information Technology Services**

Information Technology (IT) is responsible for overseeing and coordinating all computerized data and information processing services for the agency. IT performs the planning, installing and servicing of over eighty plus computers, all agency printers and all computer software applications. IT performs the network planning, installing and managing of multiple servers comprising more than 67 terabytes worth of data. The team oversees the coordination of the agency's Geographic Information System (GIS), Internet/Intranet access and the technical portion of the MORPC website. The team performs all administration of the telephone system and telephone services along with computer telephony integration (CTI) applications. IT also supports software applications that are used by the agency. IT works with the Finance section in overseeing the computer-related portion of the agency's capital expenditures budget.

Beginning in 2019, IT will be responsible for the planning and managing MORPC computer resources (PC, desktop or laptop) and they will be expensed through IT in order to maintain all computers are kept current and to more efficiently and effectively manage the computer needs of the agency. The estimated useful life of a computer is 4 years. It is estimated that approximately one-fourth of agency computers will be replaced annually.

One of IT's most important goals is to ensure that all of MORPC's data processing, communication equipment and software are compatible, allowing for better sharing of information, improved interdepartmental communication, plus easy migration to newer and more powerful equipment and software.

The IT overhead budget is \$689,618 including salaries and benefits and Internet ISP charges, non-capitalized (under \$5,000) computers, supplies and equipment, service agreements and computer and telephone services for the entire agency.

Non-Overhead Functions & Activities charged direct by IT:

- Writing and supporting program specific software applications for the agency (e.g., weatherization programs)
- GIS Support Services

## Finance

The Finance Team performs all financial management functions including accounting, auditing, budgeting, payroll, reporting, cash management, risk management, internal and budgetary control and compliance with federal and state regulations. The Finance team interfaces with the county auditor and treasurer, which perform the treasury and disbursement functions per the ORC. The accounting records use "activity based costing". MORPC accounts for the actual cost of all activities of the Commission with no provision for profit, assuring that all members and contractors are billed fairly. In the past, Finance coordinated the legal and contractual function of the agency, but in CY2019 this activity is being moved to Contract and Proposal to better able to track the actual costs of contract management.

The Finance team's overhead budget of \$794,825 includes salaries and benefits, as well as costs for audit fees, legal fees, and software maintenance and liability insurance premiums for the agency as a whole.

Non-Overhead Functions & Activities charged direct by Finance staff:

- Staff services to Mid-Ohio Finance Administrators, an educational networking forum of members

## **Contract and Proposal**

Contact and proposal costs cover the costs of preparing bids, proposals or applications on potential grants and contracts. In CY2019 the cost of contract management is moving from Finance to Contract and Proposal to better track costs associated with contract management.

The Contract and Proposal overhead budget of \$85,134 includes salaries and benefits, as well as legal services.

## **Public & Government Affairs**

Communication, outreach and education are essential to MORPC's programs and services as the region's Metropolitan Planning Organization (MPO), Central Ohio Rural Planning Organization (CORPO) and a regional collaborator. Public & Government Affairs provides the link from our internal program work to the outside community, including local leaders, MORPC members, state and federal legislators, opinion leaders, residents and businesses. The department is responsible for producing and coordinating all forms of communications related to our transportation, data, planning and sustainability services and regional growth strategies programs.

In its role as agency spokesperson, it is the primary contact for media requests for information about our programs and services. It also operates proactively, by generating press releases and meeting with editors and media producers to explain MORPC's programs. The department serves as "quality control" for all agency communications. It produces or edits all reports, brochures, presentation materials and other written material used to explain programs.

MORPC uses its website and social media as its primary vehicle for getting timely information to the general public. Public & Government Affairs updates the site regularly with new information about MORPC programs. New projects get primary placement on the site to educate and keep the community informed about MORPC's work.

Public & Government Affairs operates with an annual overhead budget of \$532,949. This figure represents salaries and benefits and costs for production, printing and postage for MORPC general communication pieces.

The department also oversees the outreach efforts related to public policy initiatives to local, state and federal legislators, coordinates the diversity and inclusion efforts of the agency, serves as the liaison between members and agency services, and develops and coordinates key effects. These efforts are funded with local funds.

Non-Overhead Functions & Activities Charged Direct by Public & Government Affairs staff:

- Services to members
- Program communication
- Development activities
- Assisting with regionalism
- Proactive legislative activities
- Public policy analysis

- Diversity and Inclusion
- Event Management

### Technical Program Supervision

Technical supervision includes establishing priorities, monitoring goals, delegating responsibility and attendance at meetings, etc. Technical supervision by the technical directors, department managers and their principal assistants is charged directly to each grant. Technical program supervision is thereby consistently accounted for as a direct labor cost in all grants and contracts.

### Direct vs. Indirect Cost Allocations

The following expenses are charged to direct or indirect cost objectives solely on the basis of benefit received: services, printing, postage, copying, travel and registrations, subscriptions and publications, and meeting expenses. No generalization can be made that these expenses are mostly direct or indirect.

With regard to items of expense which are charged to both direct and indirect cost objectives, MORPC's policy is as follows:

1. The basis for classifying costs to direct or indirect cost objectives is benefit received.
2. Classification of similar items of cost is consistent among the grants, contracts, and cost objectives.

The chart of accounts describes the nature and classification of costs as it generally occurs in our accounting system. Below are two examples (not exhaustive explicit definitions) of how the policy is applied in determining whether a cost should be classified as direct or indirect.

#### 1. Legal Fees

- A. Direct: Legal fees to prepare subcontract to planning grant would be charged to same cost objective as the contract.
- B. Indirect: Legal fees to prepare and review leases for computer equipment and office space.

#### 2. Advertising

- A. Direct: Notice of public hearing required for a project or program.
- B. Indirect: Employment advertising and notice to bidders for computer equipment.



### Reallocated (User Charge) Expenses

User charge systems have been set-up to reallocate the following expenses which are accumulated in special cost objectives (sub-cost allocation pools) and then reallocated to the benefiting cost objectives, either direct or indirect as follows:

Bases For <u>Expense</u>	<u>Allocation</u>	<u>Documentation</u>	<u>Frequency</u>
Labor	Hours worked	Time sheets	Every two weeks
Fringe benefits	Labor dollars	Analysis	Every two weeks
Photocopies	Number of copies	Detail log	Monthly
Postage	Meter	Detail log	Monthly
Mileage	Miles driven	Detail log	Monthly

### Depreciation Cost Allocation

Beginning in 2015, MORPC capitalizes at cost all purchased property and equipment costing \$5,000 and greater and with a useful life greater than one year; in prior years the capitalization threshold was \$1,000. Depreciation is provided on the straight-line method over the estimated useful lives of the assets ranging from four to ten years. Depreciation follows the Direct vs. Indirect Cost Allocation as noted above.

Depreciation expense for 2017 totaled \$60,036 and is split between direct and indirect as follows.

<b>Actual</b>	<b>CY 2017</b>
Direct	\$ 7,184
Indirect	<u>\$ 52,852</u>
Total Actual	\$ 60,036
<b>Budget</b>	<u>\$ 57,393</u>
<b>Difference</b>	\$ 2,643

### Fringe Benefits Cost Allocations

Fringe benefit costs are distributed as an integral part of the labor distribution to the program level as a percentage of labor costs per hour worked. A rate of 59.0 percent will be used for the period 1/1/2019 through 12/31/2019 for time actually worked. MORPC uses fixed rates with carry-forward provision to allocate fringe benefits. The historical schedule on page 21 shows the actual audited costs since 1/1/2008.

MORPC employees share in the cost for health insurance. See the attached Schedule of Direct Labor, Fringe Benefits and General Overhead (pages 15-18) for more information on fringe benefit cost allocations.

### **Paid Time Off (PTO) and Sick Leave Cash-Out Option**

Annually MORPC offers eligible employees the option to cash-out up to 80 hours of accumulated sick leave at 33.33 percent of full value. Employees can cash-out up to one year's worth of earned PTO leave at 100 percent of full value. MORPC is required to pay OPERS and Medicare Tax on the annual cash-outs of both PTO and sick leave. MORPC's liability for accrued PTO and sick leave was \$474,948 on 12/31/2017.

### **Excludable Costs**

The excludable costs totaling \$4,711,587 shown on page 14 are as follows:

Subcontracts \$4,711,587 - This includes subcontracts for weatherization, energy audits, furnace retrofits, housing repairs, and transportation consulting services.

### **Unallowable Costs**

The total unallowable cost is \$312,434 of which \$16,850 represents executive director and board member travel not chargeable as an indirect cost per FHWA/ODOT policies. The balance of \$295,584 is for unallowable legislative costs.

### **Transportation Program Income Policy**

There was no net transportation program income during calendar years 1984 to 2017.

#### Policy Guidelines for Charging to the Information Assistance Work Program Element vs. the Transportation Miscellaneous Sales Account

Requests for transportation specific documents/materials such as copies of the TIP, Transportation Plan, special studies/reports, etc., are given out free of charge. Staff time and other costs associated with providing the information is charged to the information assistance work element. This is intended to be a general guideline and there will be occasions when it is deemed appropriate to charge for the cost of reproducing certain reports. In these instances, the costs will be charged to the transportation miscellaneous sales account number.

Staff time and associated costs with providing other transportation related information or data such as economic/demographic type data, maps, aerial photos, etc., is charged to the transportation miscellaneous sales account number.

It is recognized that numerous requests only involve the exchange of verbal information or the review of materials at MORPC's office, but do involve a considerable amount of staff time and assistance. In instances where a fee is inappropriate or where the fee (e.g., copying costs only) is insufficient to recoup the full cost of staff time, it is appropriate to charge staff time and associated costs to the information assistance work element except for any fees that are charged and credited to the miscellaneous sales account numbers.

**Important Note:** Member jurisdictions and consultants working on behalf of a member jurisdiction receive information assistance and materials free of charge unless extensive special analysis is necessary in which case the relevant department director is consulted before charging.

To insure the proper accounting and monitoring of the revenues/expenses relating to request for information, the following charge numbers are to be used:

- Revenues - transportation misc. sales (Funding Source) 3401 - 75200
- Transportation misc. sales (expenses) Program 3003X
- Information assistance - expenses Program 6102X
- Revenues - transportation program (Federal Funding Source) 3001-600XX

**Board Member Travel**

All of these costs are charged to the development fund. No board member travel costs are charged to the indirect cost objectives. Listed below are the board member travel costs totaled by year.

<b>2008</b> \$1,513	<b>2009</b> \$5,126	<b>2010</b> \$9,066	<b>2011</b> \$8,785	<b>2012</b> \$10,752
<b>2013</b> \$5,889	<b>2014</b> \$3,409	<b>2015</b> \$5,193	<b>2016</b> \$9,337	<b>2017</b> \$7,160

**Development Fund**

A group of task numbers in the 5003X program series has been established to account for the use of a portion, \$96,407 in CY2019, of member government’s per-capita membership fees, which are 100 percent local funds. The purposes for which these funds are used include:

- Executive director labor charges for developmental purposes
- Travel for the executive director and board members
- New member recruitment and development
- Regionalism
- Strategic initiatives identified by the board including:
  - Regionalism development
  - Regional planning
  - Regional collaboration
- Business development

## **Service to Members**

A group of task numbers in the 5002X program series has been established to account for the use of a portion, \$553,076 in CY2019 of member government's per-capita membership fees, which are 100 percent local funds. The purposes for which these funds are used include:

- Legislative activities of a proactive nature that is ineligible according to federal cost regulations
- Multi-jurisdictional issues and public policy
- Member Service Coordination
- Regional networking and intergovernmental forums such as Mid-Ohio Finance Administrators
- Grantsmanship for members
- General mediation and facilitation
- Intergovernmental information center on web

## **Legislation Monitoring, Review and Comment**

A small amount of staff work is devoted to monitoring activities of the general assembly related to the work of the planning commission and its member governments. The majority of the costs of such monitoring and the analysis, review and technical staff comment on relevant bills in the legislature are charged to program number, 5002X. Such costs, when directly related to a program in the federal work program or a local contract, are charged as a direct cost to those grants or contracts.

When staff comment becomes more proactive because of the greater importance of a particular bill, the costs are ineligible or unallowable for either direct or indirect federal funding participation, these ineligible legislative costs are charged to Services to Members, which is 100 percent locally funded. Such costs are projected to be approximately \$295,584 in CY 2019.

**MID-OHIO REGIONAL PLANNING COMMISSION**

**Indirect Cost Allocation Plan  
January 1, 2019 to December 31, 2019**

**Detail of Total Budgeted Expenses**

	<b>Total Budgeted Costs</b>	<b>Excludable Costs</b>	<b>Unallowable Costs</b>	<b>Direct Labor &amp; Fringe</b>	<b>Other Direct Costs</b>	<b>Indirect Cost Allocation</b>
<b>Grants and Programs</b>						
<b>Planning, Mapping &amp; Transportation</b>						
Planning work program	\$2,838,203	\$0		\$1,697,753	\$169,336	\$971,115
CORPO	\$178,609	\$0		\$113,334	\$449	\$64,827
Rapid Speed Transportation Initiative (RSTI) - Environmental	\$800,000	\$800,000		\$0	\$0	\$0
Rapid Speed Transportation Initiative (RSTI) - Feasibility	\$150,000	\$150,000		\$0	\$0	\$0
Paving the Way CY19	\$110,856	\$101,000		\$4,773	\$2,352	\$2,730
Paving the Way CY20	\$119,553	\$49,000		\$43,444	\$2,260	\$24,850
Insight 2050 Technical Assistance	\$120,404	\$0		\$76,301	\$459	\$43,644
Regional Transportation Safety Planning Pilot	\$91,109	\$0		\$59,652	-\$2,664	\$34,121
Regional Corridor Analysis	\$56,654	\$25,000		\$19,500	\$1,000	\$11,154
Regional Supplementatl Planning FY 19	\$167,130	\$5,000		\$99,637	\$5,500	\$56,993
Regional Supplementatl Planning FY 20	\$214,620	\$5,000		\$133,275	\$111	\$76,234
5310 Designated Recipient -2018	\$367,668	\$0		\$15,390	\$343,475	\$8,803
5310 Designated Recipient -2019	\$604,671	\$0		\$66,115	\$500,738	\$37,818
Special Projects (NUC)	\$429,839	\$0		\$284,567	-\$17,500	\$162,772
Gohio	\$780,000	\$0		\$376,738	\$187,768	\$215,494
Infrastructure	\$180,000	\$0		\$113,248	\$1,975	\$64,778
Clean Ohio Fund Conservation	\$29,000	\$0		\$18,150	\$468	\$10,382
Competitive and Economic Development	\$636,589	\$80,000		\$280,328	\$115,913	\$160,348
Traffic Forecasting - New Albany	\$8,549	\$0		\$5,476	-\$59	\$3,132
33 to 161 Thoroughfare Plan	\$48,249	\$0		\$30,630	\$99	\$17,520
Other Misc./Local Transportation Projects (NUC)	\$153,965	\$0		\$138,211	-\$63,302	\$79,057
Bike Maps	\$0	\$0		\$0	\$0	\$0
Greenways Funding	\$180,000	\$20,000		\$86,641	\$23,801	\$49,558
Ohio EPA Surface Water Improvement	\$129,359	\$17,776		\$48,107	\$35,959	\$27,517
Air Quality Awareness	\$565,000	\$72,420		\$273,397	\$62,799	\$156,383
Franklin County Energy Baseline Study	\$25,000	\$0		\$6,193	\$15,265	\$3,542
Local Government Energy Partnership AEP	\$63,063	\$48,000		\$8,694	\$1,396	\$4,973
Insight 2050 Academy	\$4,000	\$0		\$0	\$4,000	\$0
Local Government Energy Partnership (NUC) COH	\$50,000	\$0		\$15,266	\$26,002	\$8,732
Ohio Educations Environment Fund (NUC)	\$40,000	\$0		\$0	\$40,000	\$0
Columbus Climate Change (NUC)	\$100,000	\$50,000		\$0	\$50,000	\$0
COG Planning Study	\$50,000	\$50,000		\$0	\$0	\$0
Local Planning (NUC)	\$203,093	\$0		\$62,756	\$104,441	\$35,896
<b>Subtotal Planning, Mapping &amp; Transportation</b>	<b>\$9,495,184</b>	<b>\$1,473,196</b>	<b>\$0</b>	<b>\$4,077,574</b>	<b>\$1,612,041</b>	<b>\$2,332,373</b>
<b>Residential &amp; Energy Efficiency Services</b>						
Greenways Shower heads	\$5,000	\$0		\$2,895	\$448	\$1,656
Columbia Gas Warm Choice	\$2,718,477	\$1,480,734		\$599,820	\$294,827	\$343,097
Home Weatherization Assistance Program	\$562,791	\$195,565		\$294,142	\$52,464	\$20,620
USF EP Program	\$857,304	\$435,994		\$231,685	\$90,583	\$99,041
Home Weatherization Assistance Enhancement Program	\$118,457	\$66,000		\$44,811	\$6,875	\$771
AEP Community Assistance Program	\$485,060	\$241,444		\$126,492	\$40,018	\$77,105
WDBCO Workforce Wx Training	\$16,000	\$0		\$0	\$16,000	\$0
Potential Home Energy Funding (NUC)	\$525,476	\$0		\$0	\$525,476	\$0
Various Grants Energy Wx (NUC) Potential	\$124,704	\$0		\$79,328	\$0	\$45,376
Franklin County Home Repair	\$755,335	\$503,726		\$124,367	\$56,105	\$71,138
Franklin County HAB	\$10,000	\$0		\$5,858	\$792	\$3,351
Franklin County Issuer Fees and Monitoring	\$10,500	\$0		\$6,368	\$490	\$3,642
HAB Application Fees	\$5,247	\$0		\$2,983	\$558	\$1,706
NSP City of Columbus	\$9,762	\$8,000		\$952	\$265	\$545
COCIC Home Repair for Wx deferrals	\$75,000	\$65,000		\$5,694	\$1,049	\$3,257
Milo Grogran/Homeport Home Repair	\$280,000	\$237,000		\$5,016	\$35,114	\$2,869
Homeport (NUC)	\$140,197	\$100,000		\$25,502	\$108	\$14,587
Campus Partners (NUC)	\$0	\$0		\$0	\$0	\$0
Mortgages Forgiven	\$9,866	\$0		\$0	\$9,866	\$0
Various Rehab Grants (NUC) Potential	\$308,462	\$0		\$68,996	\$200,000	\$39,466
<b>Subtotal Residential &amp; Energy Efficiency Services</b>	<b>\$7,017,639</b>	<b>\$3,333,463</b>	<b>\$0</b>	<b>\$1,624,910</b>	<b>\$1,331,038</b>	<b>\$728,228</b>
<b>Dues &amp; Other Grants &amp; Programs</b>						
Dues	\$864,477	\$10,000	\$312,434	\$318,364	\$347,159	\$182,104
All Other	\$700,875			\$26,434	\$659,321	\$15,120
<b>Subtotal Dues &amp; Other Grants &amp; Programs</b>	<b>\$1,565,352</b>	<b>\$10,000</b>	<b>\$312,434</b>	<b>\$344,798</b>	<b>\$1,006,480</b>	<b>\$197,224</b>
<b>Less estimated turnover</b>				<b>-\$451,205</b>		<b>-\$258,089</b>
<b>Total Grants and Programs</b>	<b>\$18,078,175</b>	<b>\$4,816,659</b>	<b>\$312,434</b>	<b>\$5,596,079</b>	<b>\$3,949,559</b>	<b>\$2,999,737</b>

**Mid-Ohio Regional Planning Commission**  
**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**January 1, 2019 - December 31, 2019**

		ESTIMATED FY 2017	ACTUAL FY 2017	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2019
<b>EMPLOYEE WAGES</b>					
<b>Indirect Labor</b>					
Acct. #	Acct. Name				
4102	Executive Management	\$229,300	\$227,588	\$1,712	\$266,596
4102	Finance	\$366,932	\$307,747	\$59,185	\$379,857
4102	Information Systems	\$126,043	\$123,752	\$2,291	\$298,378
4102	Human Resources & Admin.	\$100,449	\$87,729	\$12,720	\$123,753
4102	Public & Government Affairs	\$194,806	\$182,725	\$12,081	\$318,383
4102	Contracts & Proposal	\$7,847	\$8,132	(\$285)	\$41,890
	Estimated Turnover/ Soft Funding			\$0	(\$5,612)
<b>Subtotal - Indirect Labor</b>		<b>\$1,025,377</b>	<b>\$937,673</b>	<b>\$87,704</b>	<b>\$1,423,245</b>
<b>Direct Labor</b>					
Acct. #	Acct. Name				
4101	Residential Energy Efficiency Services	\$943,913	\$770,285	\$173,628	\$1,021,956
4101	Transportation Systems & Funding	\$1,332,007	\$1,179,123	\$152,884	\$1,282,538
4101	Planning & Environment	\$540,068	\$528,989	\$11,079	\$828,109
4101	Data & Mapping	\$356,361	\$296,027	\$60,334	\$453,865
4101	Member Dues	\$173,084	\$143,901	\$29,183	\$200,229
4101	Other Grants & Programs	\$10,231	\$59,762	(\$49,531)	\$16,625
	Estimated Turnover/Soft Funding	(\$245,482)	\$0	(\$245,482)	(\$283,777)
<b>Subtotal - Direct Labor</b>		<b>\$3,110,182</b>	<b>\$2,978,087</b>	<b>\$132,095</b>	<b>\$3,519,545</b>
<b>TOTAL EMPLOYEE WAGES</b>		<b>\$4,135,559</b>	<b>\$3,915,760</b>	<b>\$219,799</b>	<b>\$4,942,790</b>

**Mid-Ohio Regional Planning Commission**  
**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**January 1, 2019 - December 31, 2019**

		ESTIMATED FY 2017	ACTUAL FY 2017	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2019
<b>FRINGE BENEFITS COST CENTER</b>					
<b>Paid Leave</b>					
Acct. #	Acct. Name				
4104	PTO	\$310,000	\$240,475	\$275,297	\$ 275,297
4105-4108	Holiday, Military, Jury, Maternity, etc.	\$238,284	\$194,198	\$239,502	\$ 240,584
4103	Serious Illness	\$10,960	\$0	\$7,500	\$ 7,500
4103	Sick	\$72,528	\$37,840	\$32,250	\$ 32,250
4103	Termination Sick Leave	\$3,000	(\$5,620)	\$8,113	\$ 8,114
4121	Change in Annual Leave Carryover	\$110,000	\$170,042	(\$185,531)	\$ 183,531
<b>Subtotal - Paid Leave</b>		\$744,772	\$636,935	\$377,131	\$747,276
<b>Other Fringe Benefits</b>					
Acct. #	Acct. Name				
4305	OPERS	\$671,657	\$625,510	\$46,147	\$ 777,335.00
4320	Workers' Compensation	\$70,000	\$141,459	(\$71,459)	\$ 69,419.00
4310	Unemployment Compensation	\$10,500	\$15,412	(\$4,912)	\$ 17,712.00
4315	Medicare Taxes	\$69,564	\$61,343	\$8,221	\$ 80,510.00
4201	Group Medical Insurance	\$1,032,851	\$936,797	\$96,054	\$ 1,192,948.00
4220	Group Life Insurance	\$2,360	\$2,568	(\$208)	\$ 2,414.00
4205	Group Dental Insurance	\$55,770	\$50,587	\$5,183	\$ 60,508.00
4210	Group Optical Insurance	\$10,428	\$9,463	\$965	\$ 11,104.00
4215	Group Prescription Insurance	\$212,614	\$192,842	\$19,772	\$ 225,619.00
4225	Group EAP Insurance	\$36,814	\$35,413	\$1,401	\$ 42,967.00
4230	Employee Cost Share	(\$294,815)	(\$264,555)	(\$30,260)	\$ (368,881.00)
4227	Healthcare Incentives Earned	\$10,000	\$7,050	\$2,950	\$20,000
4325	Other Insurance - ST & LT Disability	\$44,000	\$39,644	\$4,356	\$ 45,000.00
4202	Benefits Administrative Fee	\$51,311	\$46,522	\$4,789	\$ 73,704.00
	Fringe Benefit Consultant for HC Exploration	\$10,000	\$0	\$10,000	\$ 5,000.00
	Estimated Turnover Reduction of Fringe	(\$70,753)	\$0	(\$70,753)	(\$92,759)
	<b>Prior Year Rate Adjustment</b>	(\$61,671)	(\$61,671)	\$0	\$6,373
<b>Subtotal - Other Fringe</b>		\$1,860,630	\$1,838,384	\$22,246	\$2,168,973
<b>TOTAL FRINGE BENEFITS</b>		<u>\$2,605,402</u>	<u>\$2,475,319</u>	<u>\$399,377</u>	<u>\$2,916,249</u>

**Mid-Ohio Regional Planning Commission**  
**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**January 1, 2019 - December 31, 2019**

		ESTIMATED FY 2017	ACTUAL FY 2017	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2019
<b>INDIRECT COST CENTER - NON-LABOR</b>					
Acct. #	Acct. Name				
5001-5009	Materials and Supplies	\$79,109	\$60,593	\$18,516	\$80,320
5015-5115	Services and Charges	\$500,963	\$568,967	(\$68,004)	\$503,298
5205-5225	Rent, Utilities & Operating Lease	\$323,600	\$305,795	\$17,805	\$416,815
various	Other General Overhead	\$187,691	\$68,583	\$119,108	\$48,582
	<b>Prior Year Rate Adjustment</b>	\$204	\$204	\$0	(\$111,018)
<b>TOTAL INDIRECT COSTS - NON-LABOR</b>		<u>\$1,091,567</u>	<u>\$1,004,142</u>	<u>\$87,425</u>	<u>\$937,997</u>



**Mid-Ohio Regional Planning Commission**  
**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**January 1, 2019 - December 31, 2019**

		ESTIMATED FY 2017	ACTUAL FY 2017	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2019
<b>FRINGE BENEFIT COST RATE CALCULATION</b>					
TOTAL FRINGE BENEFITS	<b>A</b>	\$2,605,402	\$2,475,319		\$2,916,249
TOTAL EMPLOYEE WAGES	<b>B</b>	\$4,135,559	\$3,915,760		\$4,942,790
<b>FRINGE BENEFIT COST RATE</b>		<b>63.00%</b>	<b>63.21%</b>	<b>A ÷ B</b>	<b>59.0%</b>
<b>FRINGE BENEFIT COST RECOVERY COMPARISON</b>					
<b>FY 2017</b>					
Should have recovered in fiscal year	+		\$1,882,576	Actual DL * Actual Fringe Rate	
Amount actually recovered in fiscal year	-		\$1,876,194	Actual DL * Estimated Fringe Rate	
Prior Year Net (Over) / Under Recovery	+		(\$61,671)		
Prior Year (Over) / Under Recovery Posted to Cost Center	-		(\$61,671)		
(Over) / Under Recovery of Fringe Benefits	=		\$6,381		
<b>FRINGE BENEFITS COST DISTRIBUTION</b>					
INDIRECT LABOR FRINGE BENEFITS		\$645,987	\$592,743		\$839,715
DIRECT LABOR FRINGE BENEFITS		\$1,959,415	\$1,882,576		\$2,076,534
TOTAL FRINGE BENEFITS		<u>\$2,605,402</u>	<u>\$2,475,319</u>		<u>\$2,916,249</u>
<b>INDIRECT COST RATE CALCULATION</b>					
INDIRECT LABOR		\$1,025,377	\$937,673		\$1,423,245
INDIRECT FRINGE BENEFITS		\$645,987	\$592,743		\$839,715
OTHER INDIRECT COSTS		\$1,091,567	\$1,004,142		\$937,997
TOTAL INDIRECT COSTS	<b>A</b>	<u>\$2,762,931</u>	<u>\$2,534,558</u>		<u>\$3,200,957</u>
DIRECT LABOR		\$3,110,182	\$2,978,087		\$3,519,545
DIRECT LABOR FRINGE BENEFITS		\$1,959,415	\$1,882,576		\$2,076,534
TOTAL DIRECT LABOR + DL FRINGE BENEFITS	<b>B</b>	<u>\$5,069,597</u>	<u>\$4,860,662</u>		<u>\$5,596,079</u>
<b>INDIRECT COST RATE</b>		<b>54.50%</b>	<b>52.14%</b>	<b>A ÷ B</b>	<b>57.2%</b>
<b>INDIRECT COST RECOVERY COMPARISON</b>					
<b>FY 2017</b>					
Should have recovered in fiscal year	+		\$2,534,558	Actual DLFB * Actual Indirect Rate	
Amount actually recovered in fiscal year	-		\$2,645,584	[ Actual DL + (DL * Estimated Fringe Rate) ] * Estimated Indirect Rate	
Prior Year Net (Over) / Under Recovery	+		\$204		
Prior Year (Over) / Under Recovery Posted to Cost Center	-		\$204		
(Over) / Under Recovery of Indirect Costs	=		(\$111,026)		
<b>SUMMARY</b>					
		<b>ESTIMATED FY 2017</b>	<b>ACTUAL FY 2017</b>		<b>ESTIMATED FY 2019</b>
FRINGE BENEFIT COST RATE		<b>63.00%</b>	<b>63.21%</b>		<b>59.00%</b>
INDIRECT COST RATE		<b>54.50%</b>	<b>52.14%</b>		<b>57.20%</b>

**Actual Indirect Costs, Allocations, Rates & Carry-forward Variances  
2008 - 2017**

	Period		Allocation Rate	Allocated Cost	Actual Cost	(Under)/Over Allocated	Actual Rate	Actual Direct Labor + Fringe Benefit
	From	To						
CY 08	01/01-	12/31/08	49.95%	1,731,068	1,653,033	78,035	48.70%	3,394,146
CY 09	01/01-	12/31/09	49.95%	1,803,907	1,880,960	(77,053)	51.94%	3,621,553
CY 10	01/01-	12/31/10	49.00%	2,010,662	1,935,366	75,296	46.70%	4,143,837
CY 11	01/01-	12/31/11	49.95%	2,105,663	2,108,689	(3,026)	48.78%	4,322,652
CY 12	01/01-	12/31/12	52.00%	2,218,676	2,260,993	(42,317)	52.24%	4,328,490
CY 13	01/01-	12/31/13	53.00%	2,323,730	2,381,756	(58,026)	53.73%	4,433,116
CY 14	01/01-	12/31/14	53.00%	2,426,109	2,607,727	(181,618)	54.18%	4,813,465
CY 15	01/01-	12/31/15	55.50%	2,446,875	2,447,079	(204)	56.29%	4,347,113
<b>Underabsorption of Indirect Costs From CY08 through CY15</b>				<b>17,066,690</b>	<b>17,275,603</b>	<b>(208,913)</b>		<b>33,404,372</b>
<b>Unamortized:</b>								
CY 16	01/01-	12/31/16	55.50%	2,656,828	2,563,961	92,867	54.97%	4,664,289
CY 17	01/01-	01/00/00	54.50%	2,645,585	2,534,567	111,018	52.14%	4,860,655
<b>Total Unamortized, prior to adjustment</b>				<b>\$5,302,413</b>	<b>\$5,098,528</b>	<b>\$203,885</b>	<b>53.53%</b>	<b>\$9,524,944</b>
<b>Total</b>				<b>\$22,369,103</b>	<b>\$22,374,131</b>	<b>(\$5,028)</b>	<b>52.12%</b>	<b>\$42,929,316</b>
Total (Under)/Over Absorbed through 12/31/2017, prior to adjustment						(5,028)		
Adjustment (1)						3,026		
<b>Total (Under)/Over Absorbed through 12/31/2017</b>						<b>(\$2,002)</b>		

(1) Indirect Costs absorbed by MORPC local funds for CY11 under allocation.

**Mid-Ohio Regional Planning Commission**  
**Total Actual Fringe Benefit Costs**  
**2008 - 2017**

Period		Direct	Indirect	Total (1)
From	To			
01/01-	12/31/2008	1,172,609	361,902	1,534,511
01/01-	12/31/2009	1,276,433	405,271	1,681,704
01/01-	12/31/2010	1,479,310	469,786	1,949,096
01/01-	12/31/2011	1,602,878	511,374	2,114,252
01/01-	12/31/2012	1,628,053	507,533	2,135,586
01/01-	12/31/2013	1,675,582	588,241	2,263,823
01/01-	12/31/2014	1,934,485	670,462	2,604,947
01/01-	12/31/2015	1,730,624	588,763	2,319,387
01/01-	12/31/2016	1,823,294	588,152	2,411,446
01/01-	12/31/2017	1,882,568	592,752	2,475,320
<b>Totals</b>		<b>16,205,836</b>	<b>5,284,236</b>	<b>21,490,072</b>

(1) Per Audited Comprehensive Annual Financial Reports

Mid-Ohio Regional Planning Commission  
Direct Labor Fringe Benefits  
2008 - 2017

	Period	Fixed Allocation	Allocated	Actual	(Under) Over	FINAL Actual	Actual DL Wages
CY 08	01/01- 12/31/2008	56.00%	1,244,061	1,172,609	71,452	52.78%	2,221,537
CY 09	01/01- 12/31/2009	54.00%	1,266,368	1,276,433	(10,065)	54.43%	2,345,120
CY 10	01/01- 12/31/2010	54.00%	1,438,844	1,479,310	(40,466)	55.52%	2,664,527
CY 11	01/01- 12/31/2011	55.00%	1,495,764	1,602,878	(107,114)	58.93%	2,719,774
CY 12	01/01- 12/31/2012	58.00%	1,566,221	1,628,053	(61,832)	60.29%	2,700,437
CY 13	01/01- 12/31/2013	59.00%	1,626,817	1,675,582	(48,765)	60.76%	2,757,535
CY 14	01/01- 12/31/2014	59.00%	1,698,594	1,934,485	(235,891)	67.19%	2,878,970
CY 15	01/01- 12/31/2015	68.50%	1,792,295	1,730,624	61,671	66.14%	2,616,489
<b>Underabsorption of Fringe Benefits Costs From CY07 through CY15</b>			<b>12,128,964</b>	<b>12,499,974</b>	<b>(371,010)</b>	<b>59.80%</b>	<b>20,904,389</b>
<b>Unamortized:</b>							
CY 16	01/01- 12/31/2016	68.50%	1,946,082	1,823,294	122,788	64.18%	2,840,995
CY 17	01/01- 12/31/2017	63.00%	1,876,195	1,882,568	(6,373)	63.21%	2,978,087
<b>Total Unamortized, prior to adjustment</b>			<b>\$3,822,277</b>	<b>\$3,705,862</b>	<b>\$116,415</b>	<b>63.68%</b>	<b>\$5,819,082</b>
<b>Total</b>			<b>\$15,951,241</b>	<b>\$16,205,836</b>	<b>(254,595)</b>	<b>60.64%</b>	<b>\$26,723,471</b>
Total (Under)/Over Absorbed through 12/31/2017, prior to adjustment					(\$254,595)		
Adjustment (1)					107,114		
<b>Total (Under)/Over Absorbed through 12/31/2017, prior to adjustment</b>					<b>(\$147,481)</b>		

(1) Fringe Benefits absorbed by MORPC local funds for CY11 under allocation.

**Mid-Ohio Regional Planning Commission  
Fringe Benefits History by Calendar Year  
2008 - 2017**

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
<b>Wages Paid for Time Worked</b>	\$2,907,169	\$3,089,701	\$3,510,704	\$3,587,482	\$3,542,273	\$3,725,614	\$3,876,774	\$3,506,650	\$3,757,453	\$3,915,760
<b>Group &amp; Disability Insurance, Contribution in Lieu of Medical Insurance</b>	\$592,167	\$703,804	\$884,001	\$970,208	\$991,423	\$1,090,881	\$1,224,600	\$1,073,072	\$1,338,318	\$1,259,215
Fringe Rate	20.37%	22.78%	25.18%	27.04%	27.99%	29.28%	31.59%	30.60%	35.62%	32.16%
<b>Workers' Compensation</b>	\$20,701	\$36,878	\$28,298	\$27,643	\$31,256	\$5,644	\$40,544	\$59,791	\$38,627	\$141,459
Fringe Rate	0.71%	1.19%	0.81%	0.77%	0.88%	0.15%	1.05%	1.71%	1.03%	3.61%
<b>PERS, Unemploy. &amp; Medicare</b>	\$601,897	\$632,585	\$703,032	\$699,883	\$634,694	\$669,021	\$701,013	\$636,863	\$670,151	\$702,265
Fringe Rate	20.70%	20.47%	20.03%	19.51%	17.92%	17.96%	18.08%	18.16%	17.84%	17.93%
<b>PTO (Vacation)</b>	\$206,375	\$219,351	\$246,212	\$263,499	\$254,683	\$268,396	\$284,026	\$248,577	\$228,041	\$240,475
Fringe Rate	7.10%	7.10%	7.01%	7.34%	7.19%	7.20%	7.33%	7.09%	6.07%	6.14%
<b>PTO (Vacation) Carryover</b>	\$56,788	\$49,772	\$45,440	\$56,561	\$51,815	\$67,770	\$88,982	\$90,334	\$80,989	\$170,042
Fringe Rate	1.95%	1.61%	1.29%	1.58%	1.46%	1.82%	2.30%	2.58%	2.16%	4.34%
<b>Sick Leave</b>	\$77,125	\$83,822	\$86,856	\$92,481	\$103,539	\$110,955	\$126,308	\$121,342	\$77,800	\$37,840
Fringe Rate	2.65%	2.71%	2.47%	2.58%	2.92%	2.98%	3.26%	3.46%	2.07%	0.97%
<b>Separation Sick Leave</b>	\$23,324	\$17,120	\$24,312	\$29,429	\$31,410	\$24,934	\$23,066	\$9,944	\$0	(\$5,620)
Fringe Rate	0.80%	0.55%	0.69%	0.82%	0.89%	0.67%	0.59%	0.28%	0.00%	-0.14%
<b>Holidays &amp; Other</b>	\$39,029	\$38,137	\$55,536	\$109,203	\$170,313	\$171,562	\$201,836	\$187,700	\$192,288	\$194,198
Fringe Rate	1.34%	1.23%	1.58%	3.04%	4.81%	4.60%	5.21%	5.35%	5.12%	4.96%
<b>Cost Sharing</b>	(\$82,895)	(\$99,765)	(\$124,591)	(\$134,655)	(\$133,547)	(\$145,340)	(\$147,260)	(\$157,001)	(\$214,768)	(\$264,555)
Fringe Rate	-2.85%	-3.23%	-3.55%	-3.75%	-3.77%	-3.90%	-3.80%	-4.48%	-5.72%	-6.76%
Subtotal	\$1,534,511	\$1,681,704	\$1,949,096	\$2,114,252	\$2,135,586	\$2,263,823	\$2,543,114	\$2,270,622	\$2,411,446	\$2,475,319
<b>Actual Fringe Rate</b>	52.78%	54.43%	55.52%	58.93%	60.29%	60.76%	65.60%	64.75%	64.18%	63.21%

# **APPENDIX C**

## **FINANCIAL INFORMATION**

**CENTRAL OHIO RURAL PLANNING ORGANIZATION**  
**FISCAL YEAR 2020 PLANNING WORK PROGRAM\***  
**SUBCATEGORY BUDGETS**  
 Excluding 665, 667 and 674 - Special Studies

SUBCATEGORIES	FHWA 80.00%	ODOT 10.00%	MORPC 10.00%	TOTAL 100.00%	Other Direct Cost Categories			
					Other Direct	Printing/ Mkting	Capital Purch.	Consult.
<b>601 Short Range Planning</b>								
60190-3000 Short Range Planning	\$20,000	\$2,500	\$2,500	\$25,000	\$900	\$0	\$0	\$0
Wages	\$7,714	\$964	\$964	\$9,642				
Fringes	\$4,551	\$569	\$569	\$5,689				
Other Direct	\$720	\$90	\$90	\$900				
Indirect	\$7,015	\$877	\$877	\$8,769				
Total	\$20,000	\$2,500	\$2,500	\$25,000				
<b>602 Transportation Improvement Program</b>								
60290-3000 Transportation Improvement Program (TIP) & Implementation	\$60,000	\$7,500	\$7,500	\$75,000	\$2,600	\$0	\$0	\$0
Wages	\$23,173	\$2,897	\$2,897	\$28,966				
Fringes	\$13,672	\$1,709	\$1,709	\$17,090				
Other Direct	\$2,080	\$260	\$260	\$2,600				
Indirect	\$21,075	\$2,634	\$2,634	\$26,344				
Total	\$60,000	\$7,500	\$7,500	\$75,000				
<b>605 Continuing Planning - Surveillance</b>								
60590-3000 Data and Analysis	\$22,887	\$2,861	\$2,861	\$28,609	\$1,000	\$0	\$0	\$0
Wages	\$8,837	\$1,105	\$1,105	\$11,046				
Fringes	\$5,214	\$652	\$652	\$6,517				
Other Direct	\$800	\$100	\$100	\$1,000				
Indirect	\$8,037	\$1,005	\$1,005	\$10,046				
Total	\$22,887	\$2,861	\$2,861	\$28,609				
<b>610 Long Range Planning</b>								
61090-3000 Long-Range Multimodal Transportation Planning	\$40,000	\$5,000	\$5,000	\$50,000	\$1,800	\$0	\$0	\$0
Wages	\$15,427	\$1,928	\$1,928	\$19,284				
Fringes	\$9,102	\$1,138	\$1,138	\$11,378				
Other Direct	\$1,440	\$180	\$180	\$1,800				
Indirect	\$14,031	\$1,754	\$1,754	\$17,538				
Total	\$40,000	\$5,000	\$5,000	\$50,000				
<b>SUMMARY</b>								
Wages	\$55,150	\$6,894	\$6,894	\$68,938				
Fringes	\$32,539	\$4,067	\$4,067	\$40,673				
Other Direct	\$5,040	\$630	\$630	\$6,300				
Indirect	\$50,158	\$6,270	\$6,270	\$62,698				
<b>TOTAL PROGRAM BUDGET</b>	<b>\$142,887</b>	<b>\$17,861</b>	<b>\$17,861</b>	<b>\$178,609</b>	<b>\$6,300</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\*Fringe benefits are calculated at 61.0% of wages.

SFY 2019 Carryover  
 SFY 2020 Planning Funds  
**TOTAL**

\$	-
	<u>\$178,609</u>
\$	<b>178,609</b>

## **Appendix C-1 FY 2019**

### **Rationale for Funding Split by Subcategory**

**601, 602, 605,  
610, 625, and 697**

The funding ratios reflect the prescribed formula funding ratio of FHWA/FTA/ODOT funding in all consolidated funding grant-funded work elements in the PWP.

**665, 674**

Special project funding is defined in the specific project contracts.

**667**

Since ridesharing and air quality programs are funded by the MPOs, the project funding is defined for each particular element.



## **APPENDIX D**

### **RESOLUTIONS ACCEPTING THE CORPO PLANNING WORK PROGRAM FOR 2020**

**A SIGNED COPY OF THE RESOLUTIONS WILL BE SENT FOLLOWING THE  
MAY 13<sup>TH</sup> CORPO COMMITTEE MEETING.**

# **APPENDIX E**

## **TITLE VI PROGRAM** **ODOT COMPLIANCE REVIEW RESPONSE**

## Metropolitan Planning Organizations (MPOs) & Regional Transportation Planning Organizations (RTPOs)

### General

1. Which office within your organization has lead responsibility for Title VI compliance?

#### Communications & Engagement

2. Who is your designated Title VI Coordinator? Please provide the person's name, title and contact information.

Bernice Cage  
Interim Director of Communications & Engagement  
[bcage@morpc.org](mailto:bcage@morpc.org)  
614-233-4157

3. Does your organization have a Title VI Program Plan? If so, please provide the website link or attach a copy. Yes

<http://www.morpc.org/title-vi/>

4. Does your organization have a Title VI policy? If so, please provide the website link or attach a copy.

<http://www.morpc.org/title-vi/>

5. Does your organization have written Title VI complaint procedures? If so, please provide the website link or attach a copy. Yes

<http://www.morpc.org/title-vi/>

6. Does your organization have a Title VI complaint form? If so, please provide the website link or attach a copy. Yes

<http://www.morpc.org/title-vi/>

7. Does your organization make the public aware of the right to file a complaint? If so, describe how this is accomplished.

Yes. MORPC utilizes the website and public notices to post Title VI information and the public's right to file a complaint.

8. In the past three years, has your organization been named in any Title VI and/or other discrimination

complaints or lawsuits? If so, please provide the date the action was filed, a brief description of the allegations and the current status of the complaint or lawsuit. Describe any Title VI-related deficiencies that were identified and the efforts taken to resolve those deficiencies.

None

9. Has your organization provided written Title VI Assurances to ODOT? Is the Title VI Assurance included in the MPO self-certification resolution (Note, this only applies to MPOs, RTPOs do not approve self-certification resolutions)? If so, please provide a copy as an attachment.

Yes, to both questions. The written assurances were last provided in the 2018 self-certification resolution. <http://www.morpc.org/title-vi/>

10. Does your contract language include Title VI and other non-discrimination assurances?

Yes

While the agency does not include 49 CFR 26.13 (a) and (b) verbatim (and the regulations do not state the language must be included verbatim), language is included that we will comply with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation. See the attached contract template.

11. Do you use any of the following methods to disseminate Title VI information to the public (select all that apply):

- i. Title VI posters in public buildings - Yes Title VI Notices in MORPC building, foyer and lounge.
- ii. Title VI brochures at public events - Title VI language included on brochures.
- iii. Title VI complaint forms in public buildings - No
- iv. Title VI complaint forms at public events - No
- v. Title VI policy posted on your website - Notice is posted on website.
- vi. Title VI Program Plan posted on your website - Yes
- vii. Other (Please explain)

## Public Involvement

12. Does your organization have a Public Participation Plan? If so, please provide the website link or attach a copy. When was the Public Participation Plan most recently updated? **Yes - 2015**

13. Please select which of the following outlets your organization uses to provide notices to different population groups (select all that apply):

- i. **Neighborhood and community paper advertisements - We provide notices directly through U.S. mail and emails to neighborhood, community and civic associations.**
- ii. **Community radio station announcements - Paid radio announcements are typically featured on a project basis, specifically, air quality alerts and Gohio.**
- iii. **Church and community event outreach - Programs are typically featured at community events. The programs are usually air quality alerts and Gohio, but also TIP and MTP if a process is in progress. Targeted fliers distributed in particular neighborhoods and to neighborhood libraries.**
- iv. **Other (Please explain)**

14. Do you coordinate with local community groups to facilitate outreach to minorities and low-income populations? If so, please list groups.

**We coordinate with neighborhood and civic organizations located in the areas with minorities and low-income populations. We also coordinate with social service agencies, resource agencies and faith-based organizations that serve these populations. See attachment.**

15. Do you take the following into consideration when identifying a public meeting location (select all that apply):

- i. **Parking - Yes**
- ii. **Accessibility by public transportation - Yes**
- iii. **Meeting times - Yes**
- iv. **Existence of ADA ramps - A site review is conducted on all meetings located outside of MORPC.**
- v. **Familiarity of community with meeting location - This occurs in coordination with the project location or boundaries.**

16. Have meeting participants requested special assistance (e.g., interpretation services) ahead of any public event in the past year? If so, describe how the request was addressed. **None at this time.**

### Limited English Proficiency (LEP) and Language Assistance

17. Are you familiar with the LEP four-factor analysis methodology? **Yes.**
18. Are you familiar with the LEP language assistance Safe Harbor threshold? **Yes.**
19. Does your organization have an LEP Plan and/or a Language Assistance Plan (LAP)? If so, please provide the website link or attach a copy. **Yes - <http://www.morpc.org/title-vi/>**
20. Has your organization identified vital documents that need to be made available in languages other than English? If so, describe how that need is being addressed. **Yes. Newsletters, applications for service, executive summaries are translated into Spanish and Somali.**
21. Do you have a list of staff who speak languages other than English? **Yes.**
22. Do you provide free translation services in languages other than English to the public upon request? **We cover the cost to have information translated and interpreters if needed.**
23. How often do you receive requests for language assistance? **Our Weatherization service receives requests several times a year.**

### Title VI Training

24. Who provides Title VI training to your staff?
  - i. ODOT staff - **Yes**
  - ii. Title VI Coordinator - **Not exclusively on Title VI - included in Diversity Training. See below.**
  - iii. Other (Please explain) - **We provide Diversity training, and elements from Title VI are included.**
25. How often are Title VI trainings conducted? **Annually as part of diversity training.**
26. How many staff were trained on Title VI this year? **Included with the Diversity training, 28 employees.**

### Transportation Planning Program - Data Collection and Analysis

27. Does your agency maintain documentation describing its procedures for incorporating Title VI requirements into the region's transportation planning program?

**MORPC documentation for incorporating Title VI into the metropolitan transportation planning program is included in the "Environmental Justice Report" and the "Environmental Justice**

Technical Analysis” prepared in conjunction with the Transportation Plan and Transportation Improvement Program (TIP). Title VI considerations in public involvement are documented in the “Transportation Public Involvement Plan” and in the appendix of the “Metropolitan Transportation Plan” and the appendix to the TIP.

28. Does your organization maintain socio-demographic data and mapping for the transportation planning region? Yes.
29. Does your organization use data to identify protected groups for consideration in the planning process? Yes.
30. Does your organization conduct Transportation Plan and Transportation Improvement Program environmental justice analyses of the impacts that planned transportation system investments will have on both minority (including low-income status populations) and non-minority areas? Discuss the assessment methodology and resulting documentation.
- Yes - There is an EJ appendix included for each TIP and MTP. Full methodologies are included in them. TIP webpage: <http://www.morpc.org/program-service/transportation-improvement-program/>. MTP webpage: <http://www.morpc.org/program-service/metropolitan-transportation-plan>
31. Does your organization track demographic information of participants in its transportation planning program public involvement events? Only our Community Advisory Committee.

### Technical Assistance

32. Provide the name, title, and contact information for the person who completed this questionnaire and the date the questionnaire was completed. Is this the person who should be contacted with follow-up questions? If not, please provide the name, title, and contact information for that individual.

Bernice Cage, Public Information & Diversity Officer, [bcage@morpc.org](mailto:bcage@morpc.org). 614-233-4157.

Nick Gill, Assistant Director, Transportation Systems & Funding, [ngill@morpc.org](mailto:ngill@morpc.org). 614-233-4151

33. Do you have any questions regarding this questionnaire? If so, please include them here along with your email address or telephone number and an ODOT representative will respond.
34. Would your organization like Title VI training or other Civil Rights technical assistance from ODOT? If yes, please explain.



**AGREEMENT**  
for  
**NAME OF PROJECT/CONTRACT**  
**CFDA NO. XX.XXXX**

This Agreement for **NAME OF PROJECT/CONTRACT** (“PROJECT”) is made as of the **##** day of Month, **Year**, between the Mid-Ohio Regional Planning Commission (“MORPC”) and **CONSULTANT NAME** (“CONSULTANT”).

The background of this Agreement is as follows:

- A. Pursuant to the FAST Act of 2016, the Federal Highway Administration (“FHWA”) made certain funds available to the State of Ohio for surface transportation planning programs. MORPC is the sub-recipient of some of these funds (“GRANT”).
- B. The Mid-Ohio Regional Planning Commission (hereinafter referred to as the “SUBRECIPIENT”) HEREBY AGREES THAT as a condition to receiving any Federal financial assistance it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no persons the United States shall, on the grounds of race, color, creed, religion, ancestry, national origin, sex or gender, sexual orientation, gender identity or expression, age, disability or other handicap, genetic information, marital/familial status, veteran status, or income or status with regard to public assistance, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives Federal financial assistance including the Ohio Department of Transportation, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.71(a) of the regulations.
- C. MORPC requested proposals to **[DESCRIBE PROJECTED SCOPE]** and MORPC selected CONSULTANT to undertake the SCOPE OF SERVICES following a process consistent with its policies and procedures and as authorized by Resolution **##-##**.
- D. CONSULTANT is an experienced and well known consulting firm in the areas of **[DESCRIBE SERVICES: EX. transportation planning and engineering services]** required to perform the PROJECT and is familiar with the assurances required by FHWA and ODOT.

**STATEMENT OF AGREEMENT**

MORPC and CONSULTANT (collectively “PARTIES”) hereby acknowledge the accuracy of the foregoing background information and agree as follows:

**§1. Consulting Services.**

MORPC hereby retains CONSULTANT to complete the consultant services in accordance with the “SCOPE OF SERVICES” (attached hereto as “Appendix A”). CONSULTANT will not begin work on the SCOPE OF SERVICES until it receives a notice to proceed from MORPC.

CONSULTANT shall exercise the same degree of care, skill and diligence in its performance of the services as is ordinarily possessed and exercised by a member of the same profession, currently practicing under similar circumstances. CONSULTANT shall commence, carry out and complete the SCOPE OF SERVICES in a manner satisfactory to MORPC and with all practicable dispatch, in a sound, economical and efficient manner and in accordance with the provisions of this Agreement, the GRANT and all applicable federal, state and local laws, regulations, directives, schedules and policies, now in effect or hereafter promulgated.

Such regulations and directives include, but are not limited to:

- Office of Management and Budget "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*," 2 C.F.R. Part 200;
- Department of Transportation "*Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*," 49 C.F.R. Part 18;
- FHWA "*Highway Planning and Research Program Administration*," 23 C.F.R. Part 420;
- FHWA "*Administration of Engineering and Design Related Services Contracts*," 23 C.F.R. Part 172;
- The *National Environmental Policy Act of 1969*, as amended 42 U.S. C §§4321, et. seq.;
- *Section 14 of the Urban Mass Transportation Act of 1964*, as amended, 49, U.S.C. §§1601 et. seq., as amended from time to time;
- *Council on Environmental Quality regulations*, 40 C.F.R. Part 1500 et. seq., as amended from time to time;
- FTA/FHWA, "*Environmental Impact and Related Procedures*," 23 C.F.R. Part 771, as amended from time to time;
- *Section 106 of the National Historic Preservation Act*, as amended from time to time;
- *Energy Policy and Conservation Act*, 42 U.S.C. §§6321, et seq., as amended from time to time;
- *Section 165 of the Surface Transportation Assistance Act of 1982*, as amended by Section 337 of the Surface Transportation and Uniform Relocation of 49 C.F.R. Part 661, as all are amended from time to time;
- Department of Transportation regulations, "*Government Wide Debarment and Suspension (Nonprocurement)*," 48 C.F.R. Part 29, as amended from time to time; and,
- Department of Transportation regulations, "*Program Fraud Civil Remedies*," 49 C.F.R Part 31, as amended from time to time.

## **§2. Incorporated by Reference.**

The Ohio Department of Transportation's (ODOT) *Specifications for Consulting Services (2016 Edition)* is hereby incorporated into and made a part of this Agreement as though expressly rewritten herein. Within the *Specifications for Consulting Services*, "MORPC" shall be substituted for the term "State", "department", "ODOT", and "ODOT Central Office" as appropriate.

## **§3. Term.**

CONSULTANT'S SERVICES shall commence upon written authorization by MORPC to proceed and shall be completed with all results, conclusions and supporting documentation required by the SCOPE OF SERVICES submitted to MORPC in a form usable and reasonably acceptable to MORPC. All services will be performed and completed and submitted to MORPC by **DATE**. *[Only if requested by consultant – CONSULTANT shall not be considered in default hereunder for delays in performance caused by circumstances beyond its reasonable control.]*

## **§4. Compensation and Payment.**

MORPC agrees to compensate CONSULTANT for its actual costs, for complete and satisfactory performance of the SCOPE OF SERVICES described in §1, a sum not to exceed **\$AMOUNT** for actual costs and a maximum, not to exceed, fixed fee of **\$AMOUNT**, for a total amount not to exceed **\$AMOUNT**. A detailed breakout of these costs is presented in Appendix B.

A portion of CONSULTANT compensation budgeted, but not used in the completion of certain tasks, may be reassigned to other tasks by mutual agreement of MORPC and CONSULTANT.

Compensation shall be in accordance with the following payment terms:

- a) Within 15 calendar days following the end of each month, CONSULTANT shall submit to MORPC an invoice for its actual costs incurred in connection with the SCOPE OF SERVICES during such month. The invoice must show the total costs incurred for the month by task and by budget line item, cumulative costs incurred from the contract start by task and by budget line item and budget balance by task, subcontractor payments made during the month for each subcontractor, and cumulative payment from contract start for each subcontractor. See Appendix F for an acceptable invoice template.
- b) All services and goods included on any invoice shall be in accordance with CONSULTANT'S SCOPE OF SERVICES; shall be directly related to the services performed; shall be reasonable in amount; shall be based upon actual billable hours and costs incurred by CONSULTANT; shall be incurred after the date of the notice to proceed; and shall be satisfactorily documented including proof of payment.
- c) CONSULTANT shall include a certification on each invoice, in a form acceptable to MORPC, that the payment sought by such invoice for costs incurred is equal to the percentage of the SCOPE OF SERVICES completed as of the date of certification.
- d) CONSULTANT shall include with each invoice a progress report describing the progress of the SCOPE OF SERVICES during the invoice period.

If the progress reports demonstrate CONSULTANT is not satisfactorily advancing a work product or activity, MORPC will notify CONSULTANT in writing and work with CONSULTANT to identify corrective actions. CONSULTANT will have fifteen (15) business days from the date of MORPC's written notification to begin good faith efforts to correct the deficiency.

- e) If MORPC, in its judgment, finds CONSULTANT'S performance or invoice not to be acceptable, MORPC shall inform CONSULTANT of the specific deficiencies within fifteen (15) business days following receipt of such invoice. CONSULTANT agrees to correct the deficiencies.
- f) Whenever MORPC and CONSULTANT are unable to agree on corrective actions, and the situation is such, in the opinion of MORPC or ODOT, that it indicates there has been gross malfeasance, misfeasance, or nonfeasance by CONSULTANT, MORPC may withhold funds until CONSULTANT takes corrective actions deemed acceptable to MORPC and ODOT.
- g) CONSULTANT acknowledges that the foregoing payment procedures are necessitated by the GRANT and require 45-60 calendar days or longer to complete.
- h) No payment hereunder shall constitute acceptance of unsatisfactorily performed or documented services.
- i) [If applicable.] CONSULTANT agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's services are satisfactorily completed.
- j) [If applicable.] CONSULTANT is required to maintain records and documents of invoices from and payments to subcontractors for three (3) years following the performance of the contract. These records are to be made available for inspection upon request by any authorized representative of MORPC, ODOT, or the USDOT. This requirement also applies to subcontractors.

- k) [If applicable.] Add additional requirements per funder contract.

**§5. Relationship of PARTIES; Subcontracts.**

The relationship between CONSULTANT and MORPC is and shall be that of independent contractors. This Agreement does not establish a partnership or joint venture between the parties. Except as expressly provided in this Agreement, CONSULTANT shall have no power or authority to bind MORPC to any obligation or liability to any other person, entity or organization.

CONSULTANT may subcontract for portions of the services described under the SCOPE OF SERVICES. CONSULTANT shall not make any changes in the subcontract portions of the services described under the SCOPE OF SERVICES without prior written approval of MORPC. MORPC shall review and approve by a written document all subcontractors prior to the subcontractor commencing services. MORPC's approval of any subcontractor does not relieve CONSULTANT of sole and primary responsibility for performance pursuant to this Agreement. Further, no contractual relationship whatsoever shall exist between MORPC and any subcontractor.

All personnel provided under this Agreement are under the direct and exclusive supervision and control of CONSULTANT. As such, the employees of CONSULTANT are its employees only and are not the employees of MORPC. CONSULTANT shall be solely responsible for the payment of all wages and the provision of any benefits to its employees and the withholding and/or payment of all federal, state, and local taxes, deposits and other similar items relating to such employees, including without limitation all social security, workers' compensation, and federal and state unemployment taxes or payments. Neither the rights nor obligations of CONSULTANT may be assigned without the written consent of MORPC.

**§6. Modification of Agreement.**

The PARTIES hereto shall modify this Agreement only by a written amendment signed by the PARTIES. Any modifications to the SCOPE OF SERVICES shall be in writing and subject to the written approval of MORPC and CONSULTANT. MORPC and CONSULTANT shall not modify this Agreement if such modification would invalidate the GRANT.

**§7. Termination of Agreement for Cause.**

Either party shall have the right to terminate this Agreement with 24 hours' notice to the other party upon the happening of any of the following events:

- a) Failure by either party to perform any of its obligations under this Agreement or the GRANT, which failure the failing party does not correct within five (5) calendar days after receiving notice of such failure from other party;
- b) Repeated failure by either party to perform its obligations under this Agreement irrespective of whether the failing party corrects such failures in a timely manner;
- c) Failure by CONSULTANT to make reasonable progress toward timely completion of the SCOPE OF SERVICES;
- d) Breach by either party of any covenant of this Agreement;
- e) Filing by CONSULTANT of a petition in bankruptcy; if a petition in bankruptcy is filed against CONSULTANT by a third party and not dismissed within sixty (60) calendar days after filing; or if CONSULTANT becomes insolvent, makes a general assignment for the benefit of its creditors, or has a receiver appointed for it, its property or its business;
- f) Any of the covenants of CONSULTANT pursuant to §11 hereof is or becomes materially incorrect; or

g) Failure by CONSULTANT to comply with the provisions of §14 of this Agreement.

**§8. Termination of Agreement without Cause.**

MORPC shall have the right to terminate this Agreement without cause by giving CONSULTANT ten (10) calendar days written notice of such termination.

**§9. Rights and Obligations of Parties Following Termination.**

Upon termination, all finished and unfinished material and any goods and supplies purchased with funds provided pursuant to this Agreement shall, at the option of MORPC, become MORPC's property. CONSULTANT shall make such material available to MORPC within 30 calendar days after termination in a usable form and at a mutually acceptable location.

Upon termination for cause by either party, MORPC may complete the PROJECT either through its own personnel or by use of a third party contractor and MORPC shall be entitled to recover reasonable damages resulting from any termination. The total damages recovered from the CONSULTANT shall not exceed the total value of this Agreement, as specified in §4.

Upon termination, with or without cause by MORPC, MORPC shall pay CONSULTANT for all services satisfactorily provided and costs incurred to the date of such termination, including a pro-rata portion of services and costs. Such payment shall be conditioned upon MORPC's receipt of GRANT funds for these services and costs. Such payment shall be in full and will represent final satisfaction of CONSULTANT's rights under this Agreement.

Termination of this Agreement shall not change CONSULTANT's obligations pursuant to §15, §16, §17, and §18.

**§10. Assignability.**

CONSULTANT shall not assign any interest in this contract (whether by assignment or notation), without prior written consent of MORPC, except that monies due or to become due under this contract may be assigned to a bank or other financial institution with proper notice to MORPC.

**§11. Covenants of Consultant.**

CONSULTANT covenants and warrants as follows:

- a) CONSULTANT does not knowingly have, nor will it knowingly acquire, any interest, direct or indirect, which would conflict with its performance required by this Agreement or the GRANT;
- b) CONSULTANT will not admit any member of or delegate to the Congress of the United States or member, officer or employee of MORPC or any other local public body, during his tenure or for one year thereafter, to any share or part of the SCOPE OF SERVICES or to any benefit under this Agreement;
- c) CONSULTANT is not debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from covered transactions by any federal department or agency;
- d) CONSULTANT has not within a three (3) year period immediately preceding the date on which this Agreement was executed, been convicted of or had a civil judgment against it for commission of fraud or a criminal 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;
- e) CONSULTANT is not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in paragraph d above;

- f) CONSULTANT has not within a three (3) year period immediately preceding the date on which this Agreement was executed, had one or more public transactions terminated for cause or default;
- g) CONSULTANT has the personnel necessary to complete the SCOPE OF SERVICES pursuant to this Agreement;
- h) CONSULTANT has not retained any person or company, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement;
- i) CONSULTANT has not paid, nor agreed to pay, any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, gift or other compensation, contingent upon or resulting from the entering into of this Agreement;
- j) CONSULTANT will not use any compensation received under this Agreement for publicity or propaganda purposes designed to support or defeat legislation pending before Congress;
- k) CONSULTANT will comply with the provisions of Section 1352, Title 31 of the U.S. Code, which prohibits 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;
- l) No funds appropriated by the United States have been paid or will be paid by or on behalf of CONSULTANT, 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 the awarding of 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;
- m) 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, CONSULTANT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," to MORPC and to the appropriate federal agency in accordance with the instructions for Form LLL; and
- n) CONSULTANT shall require that the language of paragraphs (k), (l), and (m) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) under this agreement and that all subrecipients shall certify and disclose accordingly.

Regarding subsections (c), (d), (e), and (f) of this section, CONSULTANT 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.

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

## **§12. Drug-Free Workplace.**

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

**§13. Outstanding Liabilities.**

CONSULTANT affirmatively covenants that it does not owe (1) any delinquent taxes to the State of Ohio (the “State”) or a political subdivision of the State; (2) any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

**§14. Indemnification and Insurance.**

To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend, and hold harmless MORPC, its members, officers, directors, employees and agents (“Indemnified Parties”) from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of CONSULTANT and subcontractors of CONSULTANT work under the subcontract, and any Work Order whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the CONSULTANT and subcontractor or any entity for which it is legally responsible or vicariously liable: regardless of whether the claim is presented by an employee of subcontractor.

Insurance obtained by MORPC is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the CONSULTANT, any subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefits acts. This indemnification shall be in addition to any indemnity liability imposed by the contract documents, and shall survive the completion of the work or the termination of the subcontract.

Prior to commencing the SCOPE OF SERVICES, CONSULTANT shall procure, and thereafter maintain, at its own expense, until final acceptance of the work performed during the completion of the SCOPE OF SERVICES or later as required by the terms of the Agreement or any individual work order, insurance coverage required by this Agreement. At a minimum, and subject to modification in individual work orders, the types of insurance and minimum policy limits specified in Appendix C shall be maintained in a form and from insurers acceptable to MORPC. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the State of Ohio.

**§15. Inspection of Work.**

CONSULTANT shall permit ODOT, U.S. DOT, MORPC, or any of their duly authorized representatives full access to and the right to examine any pertinent books, documents, papers, and records of any contractor or consultant involving transactions related to this Agreement for three (3) years from the final payment under this Agreement.

**§16. Documents.**

MORPC will 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. All materials completed as part of this Agreement shall become the absolute property of MORPC, on payment of all compensation due to CONSULTANT under this Agreement, to be used as MORPC desires, without restriction.

All such documents, and any other PROJECT documents, data, reports, and accounting documents, shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents. CONSULTANT shall retain and submit to MORPC, ODOT, and/or FHWA, if requested, all such data, reports, records, contracts and other documents relating to the PROJECT, during the course of the PROJECT without additional costs. CONSULTANT shall retain such documents three (3) years following completion of the PROJECT, but shall not be required to provide additional copies not within the original scope of the budget for the PROJECT unless MORPC reimburses CONSULTANT for its current cost of providing such copies. CONSULTANT shall provide all documents necessary for MORPC to comply with the reporting and record-keeping requirements set forth in 49 C.F.R. Part 18.

### **§17. Rights of Data.**

The PARTIES agree as follows:

- a) The term “subject data” as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings and photographs; text in specification or related performance of design-type documents; machine forms such as punched cards, magnetic tape, disks or CDs, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to the administration of this agreement.
- b) The following restrictions apply to all subject data first produced in the performance of this Agreement:
  - i. Except for its own internal use, CONSULTANT shall not publish or reproduce such data in whole or in part, or in any manner or form, nor shall CONSULTANT authorize others to do so, without the written consent of MORPC, until such time as MORPC may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions; and
  - ii. As authorized by 49 C.F.R. Part 18.34, MORPC and FHWA reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:
    - (a) Any work developed under this Agreement irrespective of whether or not a copyright has been obtained; and
    - (b) Any rights of copyright to which CONSULTANT purchases ownership with GRANT funds.
    - (c) With certain limited exceptions, all data and other information prepared as part of this study will become a public record and will be made available to anyone who requests it.
- c) CONSULTANT shall be entitled to utilize the data given its public domain status.



- d) CONSULTANT understands and agrees that, in addition to the rights set forth in Subsection (b) ii of §17 of this Agreement, FHWA may make available to any recipient, sub grantee, sub recipient, third party contractor, or third party subcontractor, either FHWA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. Any use by MORPC, FHWA, or others of the subject data for purposes other than as intended by this Agreement shall be without risk of liability to CONSULTANT.
- e) CONSULTANT shall indemnify, save and hold harmless FHWA, ODOT and MORPC, their officers, agents, and employees acting within the scope of their official duties against all liability, including costs and expenses, resulting from any willful or intentional violation by CONSULTANT of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.
- f) Nothing contained in this section shall imply a license to the FHWA or MORPC under any patent or be construed as affecting the scope of any license or other right otherwise granted to the FHWA under any patent.
- g) Subsections (b), (c) and (d) of this section are not applicable to material furnished to CONSULTANT by the FHWA or MORPC and incorporated in the work furnished under this Agreement; provided such incorporated material is identified by the CONSULTANT at the time of delivery of such work.
- h) In the event that the SCOPE OF SERVICES is not completed, for any reason whatsoever, all data developed under the SCOPE OF SERVICES shall become subject data as defined in Subsection (a) and shall be delivered as MORPC may direct.
- i) MORPC shall not be liable for, or billed for, costs associated with software development by CONSULTANT in support of this PROJECT. Thus, CONSULTANT shall retain intellectual property rights to all software, support data and related materials that have not been developed with funds from this Agreement.

**§18. Patent Rights.**

CONSULTANT shall immediately notify MORPC of any invention, improvement or discovery which is conceived or first actually reduced to practice in the PROJECT and which may be patentable under the laws of the United States of America or any such foreign country. The rights of CONSULTANT with respect to such invention, improvement or discovery will be determined in accordance with applicable federal laws, regulations and policies.

**§19. Non-Discrimination.**

CONSULTANT shall carry out the applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MORPC deems appropriate.

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 CONSULTANT regarding federal aid recipients applies. MORPC has made similar notice of compliance via the GRANT agreement. During the performance of this Agreement, CONSULTANT for itself, its assignees and successors in interest agrees as follows:

- a) CONSULTANT 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, military status (past, present, or future), creed, gender identification, marital/familial status, limited English proficiency, or status with regard to public assistance. Such action shall include, but not be limited to, the following:

Name/Title of Project

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.

- b) CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, 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, military status (past, present, or future), creed, gender identification, marital/familial status, limited English proficiency, or status with regard to public assistance.
- c) *Compliance with Regulations:* CONSULTANT will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. DOT Title 49, Code of Federal Regulations, Part 21, as amended, (hereinafter referred to as “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
- d) *Nondiscrimination:* CONSULTANT, 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, limited English proficiency, religion, genetic information, sexual orientation, gender identification, creed, military status (past, present, or future) or marital/familial status in the selection and retention of contractors and consultants, including in the procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B to Part 21 of the Regulations.
- e) *Solicitations for Contracts, including Procurement of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a contract, including procurement of materials or equipment, each potential contractor or supplier will be notified by CONSULTANT of the CONSULTANT’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, national origin, sex, age, disability, low-income status, limited English proficiency, genetic information, sexual orientation, gender identification, creed, military status (past, present, or future) or marital/familial status.
- f) *Information and Reports:* CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT will so certify to ODOT, FHWA or FTA as appropriate, and will set forth what efforts it has made to obtain the information.
- g) *Sanctions for Noncompliance:* In the event of CONSULTANT’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:
  - i. Withholding of payments to CONSULTANT under this Agreement until CONSULTANT complies, and/or;
  - ii. Cancellation, termination, or suspension of this Agreement, in whole or in part.
- h) *Incorporation of Provisions:* CONSULTANT will include the provisions of paragraphs a) through g)

in every contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a contractor, consultant, or supplier as a result of such direction, MORPC may request ODOT to enter into such litigation to protect the interests of ODOT, and, in addition, MORPC may request the United States to enter into such litigation to protect the interest of the United States.

i) *Pertinent Non-Discrimination Authorities:*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority or 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. 1682 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

[Note: ODOT provides the DBE goal for each contract funded by federal transportation dollars. The project manager should work with the DBE Coordinator, Wilma Yoder, to contact Terry Bolden, Administrator of the Office of Outreach at ODOT for the goal.]

**§20. Disadvantaged Business Enterprise (DBE) Goal.**

Working in cooperation with the Ohio Department of Transportation (ODOT), a [ ] percent disadvantaged business enterprise (DBE) goal has been established for this contract per requirements of the U.S. Department of Transportation (U.S. DOT). CONSULTANTS are strongly encouraged to meet or exceed this goal. Disadvantaged Business Enterprises (DBE) firms must be certified through the Ohio Unified Certification Program. The CONSULTANT is responsible for making this sub-allocation. CONSULTANT will provide information on how they plan to meet this goal by completing Appendix D. MORPC is to be notified in writing immediately if CONSULTANT is having problems meeting the [ ] percent DBE goal. Failure by CONSULTANT to carry out the requirements set forth in 49 C.F.R. §23.43(a) shall constitute a breach of this Agreement.

[Note: If a 0% goal is determined by ODOT, delete the paragraph below:]

Failure to meet the [ ] percent DBE contract goal will be considered a violation of the contract agreement and subject to withholding of any remaining funds needed to meet the [ ] percent goal. MORPC will determine, in consultation with CONSULTANT, and per procedures in the current MORPC DBE Program and per federal guidelines, if CONSULTANT has made “good faith efforts” to meet the DBE goal. CONSULTANT must meet the DBE goals or satisfactorily demonstrate to MORPC “good faith efforts,” in order to receive payment from MORPC for the DBE portion of the contract.

**§21. Ethics.**

CONSULTANT 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.

[Use the following paragraph for contracts where the money flows through the state or any contracts with the state.]

In accordance with the Executive Order 2011-03K, Client, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §102.03 and §102.04, and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Client understands that failure to comply with Executive Order 2011-03K and subsequent similar orders is, in itself, grounds for termination of this Agreement.

**§22. Waiver.**

CONSULTANT agrees that reimbursement of any cost under §4 of this Agreement does not constitute a final decision by MORPC about the allowability of the cost and does not constitute a waiver of any violations of the terms of this Agreement. No failure by either party to insist upon strict compliance with any term of this Agreement by the other party shall constitute a waiver by either party of its right to demand strict compliance with all provisions of this Agreement.

**§23. Applicable Law.**

This Agreement shall be a contract to be performed and enforced in the State of Ohio, and shall be constructed in accordance with the laws of the State of Ohio. The PARTIES agree that this Agreement is enforceable in the Court of Common Pleas of Ohio and that appropriate venue for such action is in Franklin County, Ohio.

**§24. Unresolved Finding for Recovery**

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

**§25. Complete Agreement.**

This document (including its exhibits and the terms of the GRANT) contains the entire Agreement between the PARTIES and supersedes any prior discussions, negotiations, representations, or agreements between CONSULTANT and MORPC. Furthermore, this Agreement is a subcontract to the agreement No. 30092 between MORPC and ODOT (MORPC Contract No. R60018). CONSULTANT also agrees to comply with the provisions of the agreement as they may be applicable to this Agreement. No additions or other changes to this Agreement shall be made or be binding on either party unless made in writing and signed by each party to this Agreement.

**§26. Severability.**

The intention of the PARTIES is to comply fully with the GRANT and with laws and public policies, and this Agreement shall be constructed consistently with the same to the extent possible. If and to the extent that any court of competent jurisdiction determines that it is impossible to construe any provision of this Agreement consistently with the GRANT, any law or public policy and consequently holds that provision to be invalid, such holding shall in no way affect the validity of the other provisions of this Agreement which shall remain in full force and effect, unless such invalidity makes performance by the PARTIES impossible.

**§27. Captions.**

The captions of the various sections of this Agreement are not part of the context of this Agreement, but are only labels to assist in locating those sections, and shall be ignored in construing this Agreement.

**§28. Notices.**

All statements, notices and other communications to be given to either party hereunder will be in writing and, unless otherwise provided, will be deemed to have been duly given when delivered in person or when mailed by registered or certified mail, return receipt requested to the address for such party set forth below, or to such address or addresses as may be designated in writing by notice given to the other party pursuant to this section.

Address:

CONSULTANT

Consultant Name

Consultant Address

City, ST ZIP

Attn: Contact Name, Title

MORPC

Mid-Ohio Regional Planning Commission

111 Liberty St, Ste. 100

Columbus, Ohio 43215

Attn: William Murdock, Executive Director

IN WITNESS WHEREOF, MORPC and CONSULTANT have executed this Agreement as of the date written above.

**Mid-Ohio Regional Planning Commission**

Name/Title of Project

\_\_\_\_\_  
William Murdock, AICP  
Executive Director

DATE: \_\_\_\_\_

**Company Name**

\_\_\_\_\_  
**Name**  
**Title**

DATE: \_\_\_\_\_

MORPC Chief of Staff/  
Director of Operations

\_\_\_\_\_  
Shawn P. Hufstedler

## Appendix A: Name/Title of Project

### SCOPE OF SERVICES

It is the intent of this agreement that CONSULTANT, employing qualified, competent, and experienced personnel, shall perform the engineering set forth herein providing services equal to the practices prevalent by consultants practicing within the subject area of work, and commensurate with the magnitude and intricacy of the work under consideration. MORPC, however, reserves the right to make such reviews from time to time, as it may deem necessary or desirable and to maintain proper liaison. The items which follow set forth the general outline of the work that is expected.

This agreement covers the tasks to be performed by CONSULTANT to provide the professional services necessary to study the Name/Title of Project. Final product shall be a final study report including summary reports, cost estimates, and recommended course of action and implementation for the regional system initiative.

#### **SERVICES TO BE PROVIDED BY THE CONSULTANT**

The following are major items of work which are to be performed by CONSULTANT during the period of this Agreement:

##### **A. General Provisions**

Provide the necessary expertise for project management and control throughout the entire life of this Cost Plus Fixed Fee Agreement. CONSULTANT will be required to maintain only those records necessary and appropriate for the Cost Plus Fixed Fee Agreement. This work shall include the following:

- a) Maintain a master file of all project documentation.
- b) Prepare monthly progress reports which will accompany CONSULTANT'S invoices for the services accomplished to date. The progress reports shall be brief memoranda which shall outline those tasks enumerated in the project schedule that have been completed, those that are currently underway, and those anticipated in the next month.
- c) Develop a framework for project coordination with MORPC and the Steering Committee. This liaison will keep all agencies informed of the project status and gain their input as needed.
- d) As scheduled by MORPC and called for in the individual tasks of the SCOPE OF SERVICES attend Project Advisory Committee meetings in Columbus during the performance of agreement. The meetings will be held to coordinate and review project documentation. CONSULTANT will prepare and provide to MORPC minutes of the meetings.

**OR ATTACH RFP**

Appendix B  
COST ESTIMATE

**ATTACH BUDGET HERE**



## APPENDIX C:

### INSURANCE PROVISIONS CONSULTANT'S INSURANCE

Before commencing the work on the SCOPE OF SERVICES on any individual CONSULTANT Project, and as a condition precedent to any payment, the CONSULTANT shall purchase and maintain insurance in conformance with the provisions contained in this Appendix C. This insurance will provide a defense and indemnify MORPC, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the CONSULTANT acts or omissions or the acts or omissions of those acting on the CONSULTANT'S behalf.

Proof of this insurance shall be provided to MORPC before the work on the SCOPE OF SERVICES commences, as set forth below. To the extent that the CONSULTANT subcontracts with any other entity or individual to perform all or part of the work, the CONSULTANT shall require any other Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of the work by any other Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by MORPC of CONSULTANT'S or any other Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this appendix deny coverage to MORPC, the CONSULTANT or any other Subcontractors will, upon demand by MORPC, defend and indemnify MORPC at the CONSULTANT'S or any other Subcontractor's expense.

#### MINIMUM LIMITS OF LIABILITY

The CONSULTANT must maintain the required insurance with a carrier rated A-, or better by A.M. Best. The CONSULTANT shall maintain at least the limits of liability as set forth below:

##### **Commercial General Liability Insurance**

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)  
\$2,000,000 General Aggregate per Project  
\$2,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Personal and Advertising Injury Limit

##### **Business or Commercial Automobile Liability Insurance**

\$1,000,000 combined single limit per accident

##### **Workers' Compensation and Employers' Liability Insurance**

\$100,000 Each Accident  
\$100,000 Each Employee for Injury by Disease  
\$500,000 Aggregate for Injury by Disease

##### **Excess or Umbrella Liability (to overlay Employers' Liability, Automobile Liability and Commercial Liability Coverages)**

\$1,000,000 occurrence/aggregate

##### **Additional Insured Status and Certificate of Insurance**

MORPC and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the CONSULTANT'S and any Subcontractors' Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

It is expressly understood by the PARTIES to this Agreement that it is the intent of the PARTIES that any insurance obtained by MORPC is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the CONSULTANT, any other Subcontractor or any of their respective

consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers' Compensation Policies in favor of MORPC and Owner, and this clause shall apply to MORPC and Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of work on any individual project, CONSULTANT shall submit a Certificate of Insurance in favor of MORPC and an Additional Insured Endorsement (in a form acceptable to MORPC) as required hereunder. The Certificate shall provide for thirty (30) days' notice to MORPC of any change in coverage or ten (10) days' notice if the policy is not renewed. Copies of insurance policies shall promptly be made available to MORPC upon request.

CONSULTANT agrees that if any of its employees, or its subcontractors, engaged in the performance of this Agreement, reside in a state other than the State of Ohio, CONSULTANT will furnish MORPC with a Certificate of Insurance for an all-state endorsement which shall be for at least \$100,000.

#### **NO LIMITATION ON LIABILITY**

With regard to any and all claims against any additional insured by any employee of the CONSULTANT, anyone directly or indirectly employed by the CONSULTANT or anyone for whose acts the CONSULTANT may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **CANCELLATION, RENEWAL, AND MODIFICATION**

The CONSULTANT shall maintain in effect all insurance coverages required under this Agreement at the CONSULTANT'S sole expense, underwritten by insurance companies acceptable to MORPC, until final completion and acceptance of the entirety of the Agreement's SCOPE OF SERVICES, or longer if so provided in the work order such as with respect to completed operations coverage. Certificates of Insurance showing required coverage to be in force must be delivered to MORPC prior to commencement of the Agreement's SCOPE OF SERVICES for an individual project. In the event the CONSULTANT fails to obtain or maintain any insurance coverage required under this Agreement, this shall be considered a material breach of the Agreement, entitling MORPC, at its sole discretion, to purchase such equivalent coverage as desired for MORPC's benefit and charge the expense to the CONSULTANT, or, in the alternative, exercise all remedies otherwise provided in the Agreement, the work order, or as permitted by law or equity.

#### **CONTINUATION OF COVERAGE**

The CONSULTANT shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the SCOPE OF SERVICES or final payment to MORPC on any individual project, whichever is later. The CONSULTANT shall furnish MORPC evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

#### **ACKNOWLEDGEMENT OF REFERRAL OF THIS PROVISION OT THE CONSULTANT'S INSURANCE AGENT OR BROKER**

The CONSULTANT represents that it has provided a copy of the “Insurance Provisions” to his insurance agent and/or broker, and the the CONSULTANT has instructed the agent/broker to provide insurance in full compliance with the terms and conditions herein.

MORPC and CONSULTANT hereby acknowledge that this Appendix C is considered a material term of the Agreement.

Appendix D:

DBE COMMITMENTS/AWARDS AND PAYMENTS

CONSULTANT NAME: \_\_\_\_\_

CONTRACT NAME: \_\_\_\_\_ TOTAL AMOUNT: \$ \_\_\_\_\_

Is consultant a DBE – Disadvantaged Business Enterprise ?  Yes  No

- If YES,** Owner's Gender:  Male  Female  
Owner's Ethnicity:  Hispanic American  
 Native American  
 Asian-Pacific American  
 Subcontinent Asian American  
 Non-Minority\*

NAME OF SUBCONTRACTOR - 1 \_\_\_\_\_

DBE: \_\_\_\_\_% CONTRACT AMOUNT: \$ \_\_\_\_\_

Is subcontractor a DBE – Disadvantaged Business Enterprise ?  Yes  No

- If YES,** Owner's Gender:  Male  Female  
Owner's Ethnicity:  Hispanic American  
 Native American  
 Asian-Pacific American  
 Subcontinent Asian American  
 Non-Minority\*

NAME OF SUBCONTRACTOR - 2 \_\_\_\_\_

DBE: \_\_\_\_\_% CONTRACT AMOUNT: \$ \_\_\_\_\_

Is subcontractor a DBE – Disadvantaged Business Enterprise ?  Yes  No

- If YES,** Owner's Gender:  Male  Female  
Owner's Ethnicity:  Hispanic American  
 Native American  
 Asian-Pacific American  
 Subcontinent Asian American  
 Non-Minority\*

**If no DBE SUBCONTRACTOR selected, describe the "good faith efforts" used to reach DBE goal:**

\*Non –Minority any firm whose owners are not members of the presumptively disadvantaged groups listed, but who are either "women" OR eligible for the DBE program on an individual basis.

**Appendix E:**  
**DBE CERTIFICATIONS**

**Attach DBE Certifications\***  
**For**  
**Consultant and/or All Subcontractors**

\*All DBE- Disadvantaged Business Enterprises must be certified through a USDOT-authorized certification process. The Disadvantaged Business Enterprise Program (DBE) is a legislatively mandated USDOT program that applies to federal-aid highway dollars expended on federally-assisted contracts issued by USDOT recipients. For more information on the Ohio DBE program or to get certified go to <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/UCP.aspx> or contact ODOT at 800-459-3778 or email [DOT.SDBE@dot.state.oh.us](mailto:DOT.SDBE@dot.state.oh.us)

Appendix F:  
MORPC INVOICE  
(Include all items on invoice)

[Include MORPC Invoice Template from mic.morpc.org]

Company Name and Billing Address or Print on Company Letterhead

Invoice # \_\_\_\_\_ Invoice Date \_\_\_\_\_

Bill to: Mid-Ohio Regional Planning Commission Invoice Period:  
 111 Liberty Street Suite 100 From: \_\_\_\_\_  
 Columbus, OH 43215 To: \_\_\_\_\_  
 Attention: \_\_\_\_\_ MORPC Contract #: \_\_\_\_\_  
 (Contact person in contract)

Project Name \_\_\_\_\_

PROJECT COSTS							
<b>Consultant:</b>							
Current Hours Worked	Cumulative Hours Worked	A. Project Budget	B. Current Billing	C. Total Prior Billing	D. Cumulative Billing	E. Budget Remaining	F. % Spent (D÷A)
					\$0.00	\$0.00	#DIV/0!
Consultant Description of Work Completed this Invoice Period:							
<b>Subcontractors</b>							
Current Hours Worked	Cumulative Hours Worked	A. Project Budget	B. Current Billing	C. Total Prior Billing	D. Cumulative Billing	E. Budget Remaining	F. % Spent (D÷A)
1. Subcontractor Name:							
					\$0.00	\$0.00	#DIV/0!
2. Subcontractor Name:							
					\$0.00	\$0.00	#DIV/0!
3. Subcontractor Name:							
					\$0.00	\$0.00	#DIV/0!
Description of Work Completed this Invoice Period by Subcontractors:							
<b>Total for Subcontractor(s):</b>							
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
<b>Total for Consultant &amp; Subcontractor(s):</b>							
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!

Final Payment Request?