



## Memorandum

**TO:** Central Ohio Rural Planning Organization  
CORPO Committee

**FROM:** Mike Borger, Principal Planner  
Transportation & Infrastructure Development

**DATE:** 05/1/2021

**SUBJECT:** Proposed Resolution 1-21: Approving the Planning Work Program (PWP) for SFY 2022

The Planning Work Program (PWP) documents CORPO's transportation planning program scope of work, products, and budgets, which utilize federal and state planning funds. The PWP is prepared annually and submitted to ODOT for approval. The SFY 2022 Planning Work Programs (PWP) for RTPOs are due to ODOT by May 7th. Resolution 1-21 approves the SFY 2022 CORPO Planning Work Program to receive federal and state planning funds.

During the November 2020 CORPO meeting the SFY 2022 was discussed including the December 15<sup>th</sup>, 2020 memo from ODOT initiating the development of the SFY22 PWP. Staff presented on the work items in the SFY 2022 PWP and discussed more specific locally specific products to be included in the SFY 2022 PWP. A draft of the PWP was circulated for comment and the draft was discussed during each of the county subcommittee meetings.

The SFY 2022 Planning Work Program has been developed to reflect the subcommittee meeting discussions and other member communication and reflect the needs and goals of our members as well as ODOT.

*Attachment: Resolution 1-21*

RESOLUTION 1-21

**A RESOLUTION OF THE CENTRAL OHIO RURAL PLANNING ORGANIZATION'S (CORPO) COMMITTEE APPROVING THE PLANNING WORK PROGRAM (PWP) FOR FY2022.**

**WHEREAS, surface transportation systems serve economic activities and provide the necessary and highly valued opportunity for people to travel freely wherever and whenever they want; and**

**WHEREAS, inevitably travel in Central Ohio involves frequent crossings of municipal, township and county boundaries on facilities that are under the control of various local jurisdictions, special-purpose agencies, and the State of Ohio; and**

**WHEREAS, usually transportation systems that function best and are most cost-effective include regular cooperative and coordinated planning and decision-making across geographic and administrative boundaries; and**

**WHEREAS, it is the role of the Central Ohio Rural Planning Organization (CORPO) to help encourage, facilitate and provide a forum for this cooperation so as to help spend regional transportation funds most effectively; and**

**WHEREAS, the Planning Work Program (PWP) is the document that outlines the work of the CORPO, the use of regional transportation planning funds, and the regional planning activities that will be undertaken in the coming year; and**

**WHEREAS, approval of this work program by the CORPO is necessary for MORPC to receive federal and state grants to accomplish the scope of work within it for CORPO; now therefore**

**BE IT RESOLVED BY THE CENTRAL OHIO RURAL PLANNING ORGANIZATION COMMITTEE:**

- Section 1. That it hereby approves the attached CORPO Planning Work Program for Fiscal Year 2022 as a document to receive federal and state planning funds.**
- Section 2. That this resolution be forwarded to ODOT as evidence of acceptance of this program by CORPO.**
- Section 3. That this committee finds and determines that all formal deliberations and actions of this committee concerning and relation to the adoption of this resolution were taken in open meetings of this committee.**



Commissioner Mark Forrest Chair  
CENTRAL OHIO RURAL PLANNING COMMISSISON

Date **5-5-2021**

Prepared by: CORPO Staff

Attachment: CORPO FY 2022 Planning Work Program

PLANNING WORK PROGRAM  
FOR FISCAL YEAR 2022

PROSPECTUS  
WORK  
ELEMENTS  
APPENDICES

Prepared by



CENTRAL OHIO RURAL PLANNING ORGANIZATION

111 Liberty Street, Suite 100  
Columbus, Ohio 43215

May 1, 2021

Approved by CORPO Committee

The preparation of this document was financed with planning monies from the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and the Ohio Department of Transportation (ODOT).

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## PROSPECTUS FOR SFY 2022

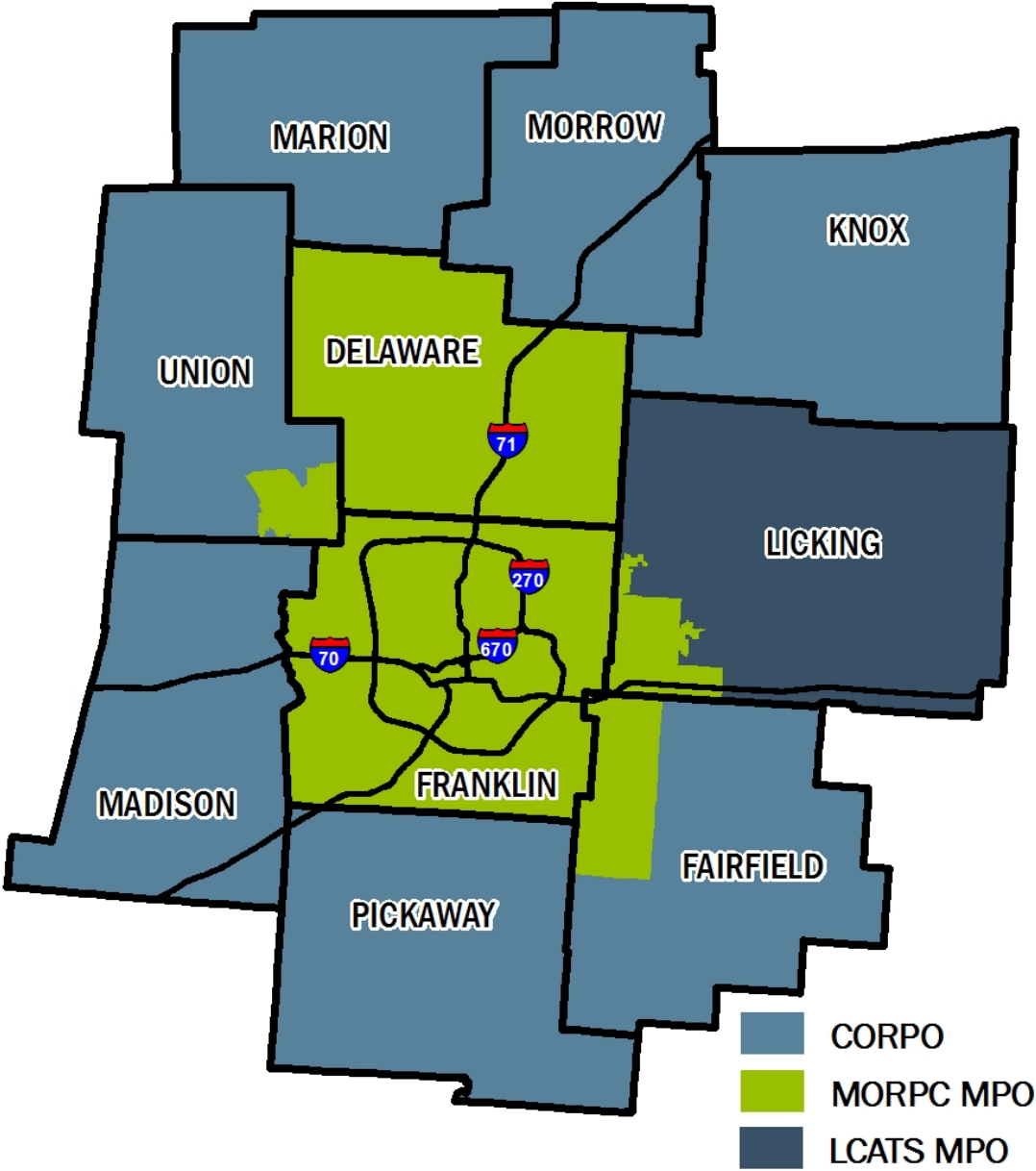
### DESCRIPTION OF CORPO

In summer of 2019 the Ohio Department of Transportation (ODOT) formally designated the Central Ohio Rural Planning Organization (CORPO) as Ohio's sixth Regional Transportation Planning Organization (RTPO). CORPO continues to build upon the coordinated transportation planning activities completed over the last three years. Since the summer of 2016, the CORPO Committee and its member counties have successfully developed a Long-Range Transportation Plan (CTP) with a list of prioritized projects, numerous committee meetings, the development of special projects and grant related work, and developed a Transportation Improvement Program (TIP) in coordination with ODOT's Statewide TIP.

CORPO, is a committee within 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 which includes: Fairfield, Knox, Madison, Marion, Morrow, Pickaway and Union. MORPC provides the staff for CORPO.

CORPO's focus for Fiscal Year 2022 will be working with members to complete the following objectives:

- Short-range planning activities such as focused area studies, transit / mobility and active transportation.
- Data & Analyses as needed to support short- and long-range planning activities
- Maintain the 2021 – 2024 CORPO Transportation Improvement Program: Amend as needed
- Maintain the 2018 – 2040 CORPO Transportation Plan: Amend as needed, and begin development of the 2023-2050 CORPO Transportation Plan
- Perform additional local long-range planning activities



## 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 CORPO'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 NAAQS (National Ambient Air Quality 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 re-designated marginal non-attainment. On December 21, 2016, U.S. EPA approved of re-designating the Columbus area to attainment of the 2008 ozone. In 2015, the U.S. EPA promulgated a new primary and secondary ozone NAAQS. The U.S. EPA designated the region of Delaware, Fairfield, Franklin, and Licking counties for non-attainment under the 2015 NAAQS. In 2019 The Ohio EPA submitted a re-designation request to U.S. EPA. The re-designation to attainment with approved MVEB via Federal Register notices on July 3, 2019 and August 21, 2019. 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 re-designated 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 474,884 people and 150,500 jobs within the CORPO Transportation Study Area. Year 2050 forecasts for this same area project over 550,000 people and nearly 258,000 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 study 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 several 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
- Asset Management
- Air Quality, Climate Change and Energy
- Water Quality/Greenways
- Development Patterns
- Transportation Funding
- Access Management
- Corridor Studies and Thoroughfare Plans
- Planning Data Technology
- Data Collection and Sharing
- Transit
- Freight
- Intelligent Transportation Systems
- Safety
- Active Transportation Systems
- Utilities and Broadband Deployment

### 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 2022 PLANNING WORK PROGRAM

### WORK ELEMENTS

No. 60192-3000

#### Short Range Planning

Short-range planning services help members make progress on the objectives established in the CORPO Transportation Plan(CTP). 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.

Product: Method	Agency/ies	Schedule
Condition report of highway system and funding: Assess current condition of highway system by collecting pavement condition summaries from ODOT and local agencies. Assist members in Identifying resources needed to bring it to an acceptable standard and in applying for funding. Coordinate effort with the ODOT Asset Management System	<i>CORPO/Local Governments</i>	<i>As needed for TIP and CTP</i>
Safety planning and safety funding applications: 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 such as intersection modifications as requested by members or ODOT.	<i>CORPO/Local Governments/Others</i>	<i>Ongoing</i>
Active transportation planning: Assist local agencies and entities in planning for and implementing active transportation infrastructure that includes both bike and pedestrian facility. Assist members with trail planning development and complete streets.	<i>CORPO/ODOT/Local Governments</i>	<i>Ongoing</i>
Transit Planning: Coordinate with both public and private transit and mobility providers on public transit and human services planning. Assist members with related grant applications (5310, 5307, OTP2, Etc), planning documents and meeting planning.	<i>CORPO &amp; Local governments and transit Agencies</i>	<i>Ongoing</i>

#### Budget:

Total Work Element                      \$40,000                      \$32,000 FHWA, \$4,000 ODOT, \$4,000 MORPC  
PID#: 114263

### 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.

Product: Method	Agency/ies	Schedule
2021-2024 TIP: Coordinate with ODOT Districts 5 and 6, MORPC, transit providers and local agencies on project information for amendments to the TIP. Coordinate with ODOT Central Office on TIP update and amendment schedules.	CORPO	Ongoing
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 BUILD, CARES, CRRSAA, OTP2, Transit Related funding and INFRA. Work with our public and private partners to bring projects that are extremely time-sensitive online as quickly as possible.	CORPO & Local Agencies	Ongoing

### Budget:

Total Work Element                      \$30,000                      \$24,000 FHWA, \$3,000 ODOT, \$3,000 MORPC

PID#: 114263

## 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.

Product: Method	Agency/ies	Schedule
Provide GIS and technical assistance to members: 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.	CORPO	As Needed
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.	CORPO/MORPC	As Needed
Respond to and document requests: Answer questions from government, residents, academia and businesses for transportation and demographic data.	CORPO/MORPC	As Needed
2050 Population and Employment Projections: Working with local agencies, look at trends and future land use and economic development plans to develop projections.	CORPO & local agencies	July 2022

## Budget:

Total Work Element                      \$38,609                      \$30,887 FHWA, \$3,861 ODOT, \$3,861 MORPC

PID#: 114263

### 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.

Product: Method	Agency/ies	Schedule
The 2018 – 2040 Long- Range Transportation Plan: Amend as needed.	CORPO	As Needed
2023 – 2050 Long Range Transportation Plan: Review and update Public Involvement Plan. Through stakeholder and public involvement, review and update CTP goals and objectives.	CORPO	PIP update: Dec 2021; Goals & objectives June 2022; full plan May 2023
Knox and Morrow County Freeway/Expressway Access Study: Building upon work done in FY21 continued coordination with the working group, document travel and other mobility issues in southern Knox and Morrow counties. Develop future population and employment forecasts, analyze future travel conditions and develop strategies and concepts to address travel and mobility issues. Additional funding outside the PWP may be obtained to go into more detail and/or development implementation plan of proposed. Strategies and concepts.	CORPO/Knox County/Morrow County	June 2022
Madison County Thoroughfare Plan: Assist Madison County in continuing work completed in FY 21 in developing a thoroughfare plan and access management regulations for the county. Assist with plan implementation where appropriate.	CORPO/Madison County	June 2021
Industrial Parkway Study Support: provide information on existing and future travel information on the industrial Parkway Corridor from Dublin to Marysville to support the Union County Engineer's study of the corridor.	CORPO/Union County	December 2021
Coordinate with ODOT planning activities: Coordinate with special studies and projects that are in the early steps of development. Coordinate with ODOT on implementing strategies in A045 within CORPO.	CORPO/MORPC	As Needed
Complete other long-range system studies: Use regional data and resources and technical expertise in highway, thoroughfare, transit, pedestrian, access management, freight and bikeway planning to analyze specific long-range transportation needs to assist members.	CORPO, Local Governments	Ongoing

### Budget:

Total Work Element                      \$70,000                      \$56,000 FHWA, \$7,000 ODOT, \$7,000 MORPC

PID#: 114263

# **APPENDIX A**

## **MORPC STRUCTURE**



## **PREFACE**

The Mid-Ohio Regional Planning Commission is a voluntary association of over 70 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 70 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.

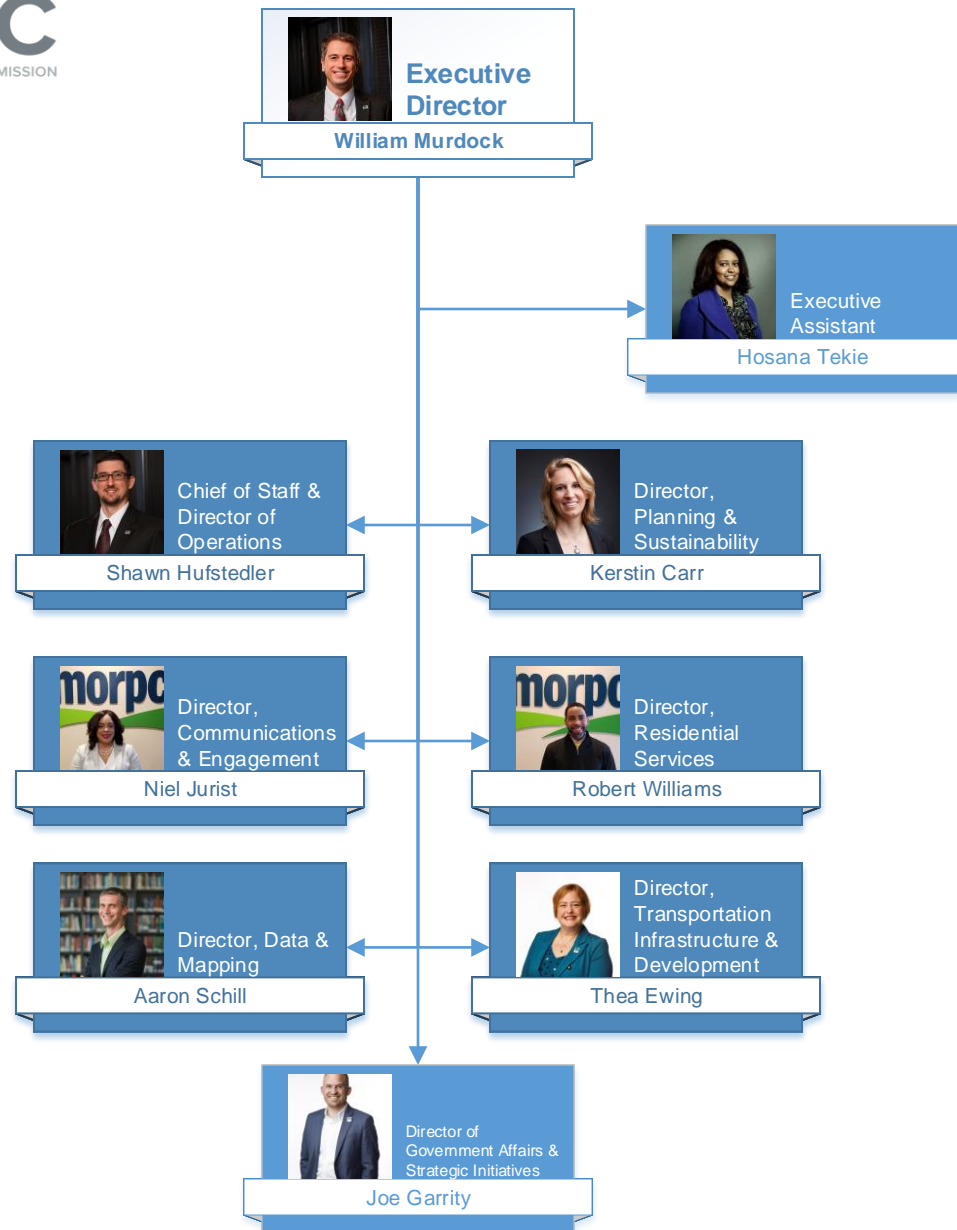
## **The following are included in the remainder of Appendix A**

- **Staff Organizational Chart**
- **MORPC Pay Grades**
- **MORPC Articles of Agreement**
- **Commission Bylaws (Central Ohio Rural Transportation Planning Committee within the Commission)**
- **MORPC Code of Ethics**



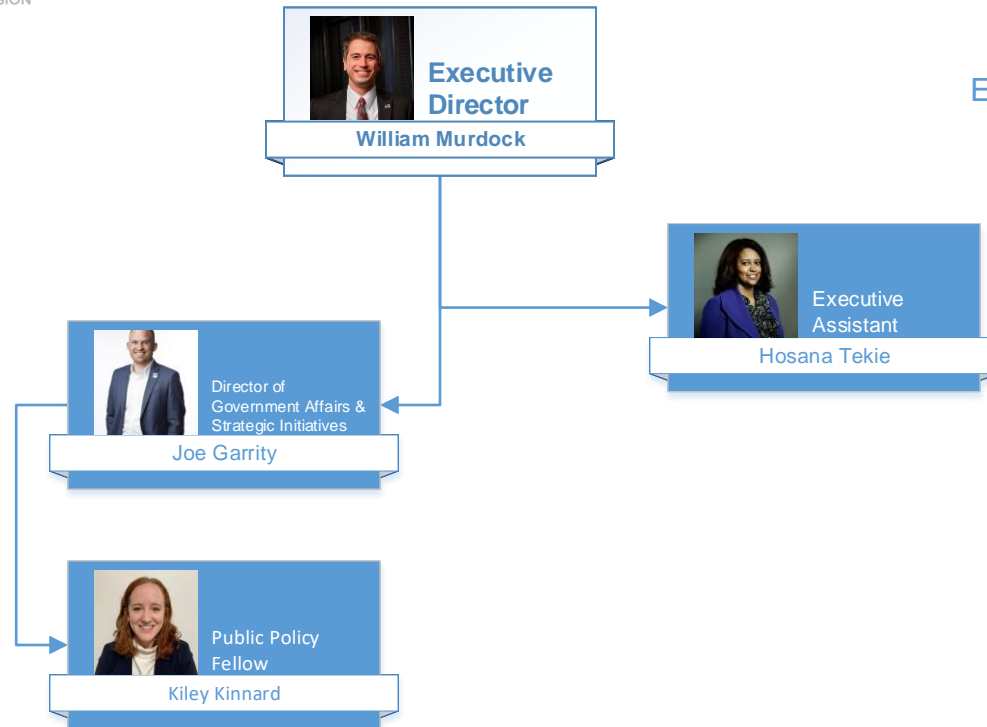
**MORPC**  
MID-OHIO REGIONAL PLANNING COMMISSION

May 2021





**MORPC**  
MID-OHIO REGIONAL PLANNING COMMISSION

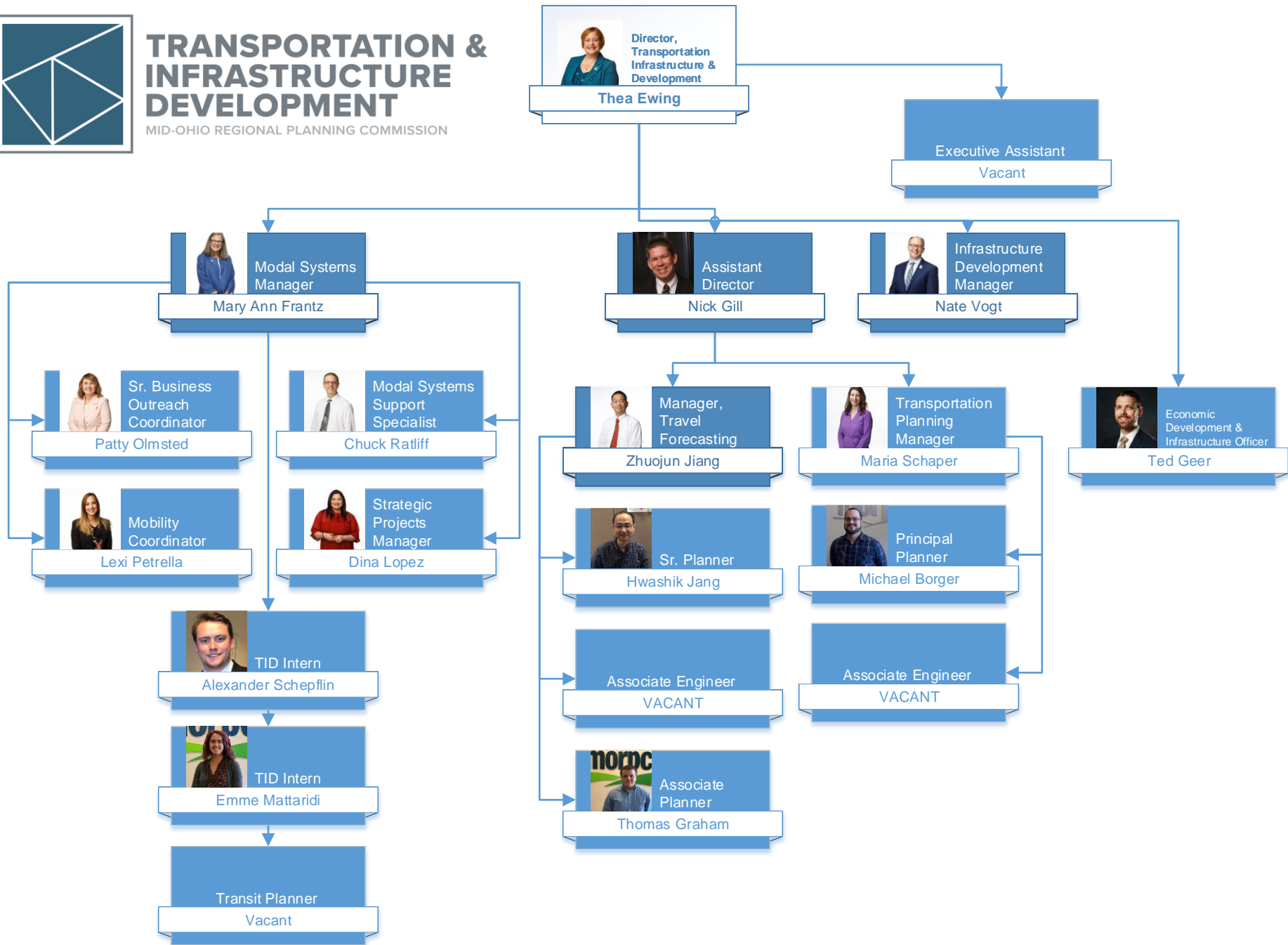


Executive Management



# TRANSPORTATION & INFRASTRUCTURE DEVELOPMENT

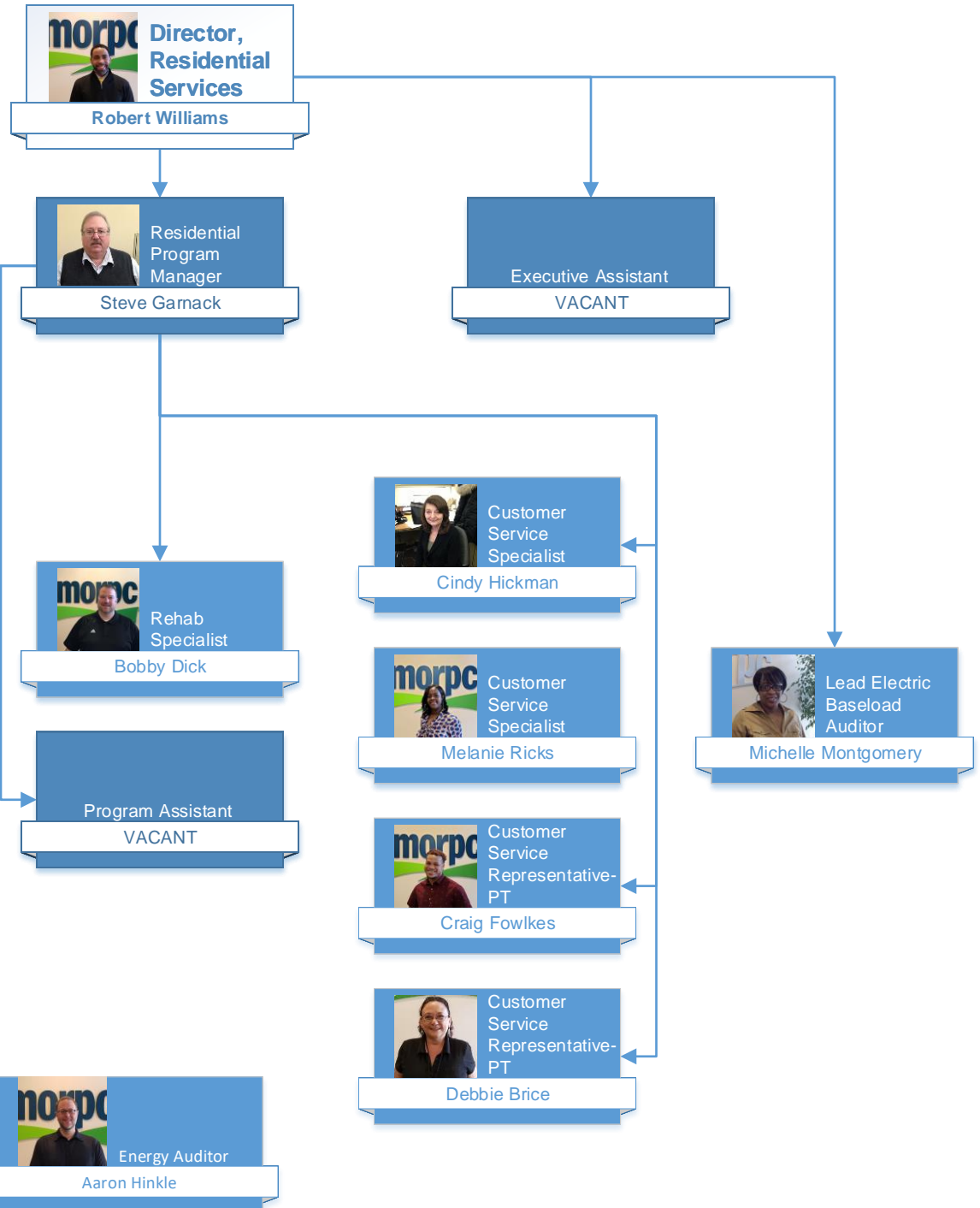
MID-OHIO REGIONAL PLANNING COMMISSION





# RESIDENTIAL SERVICES

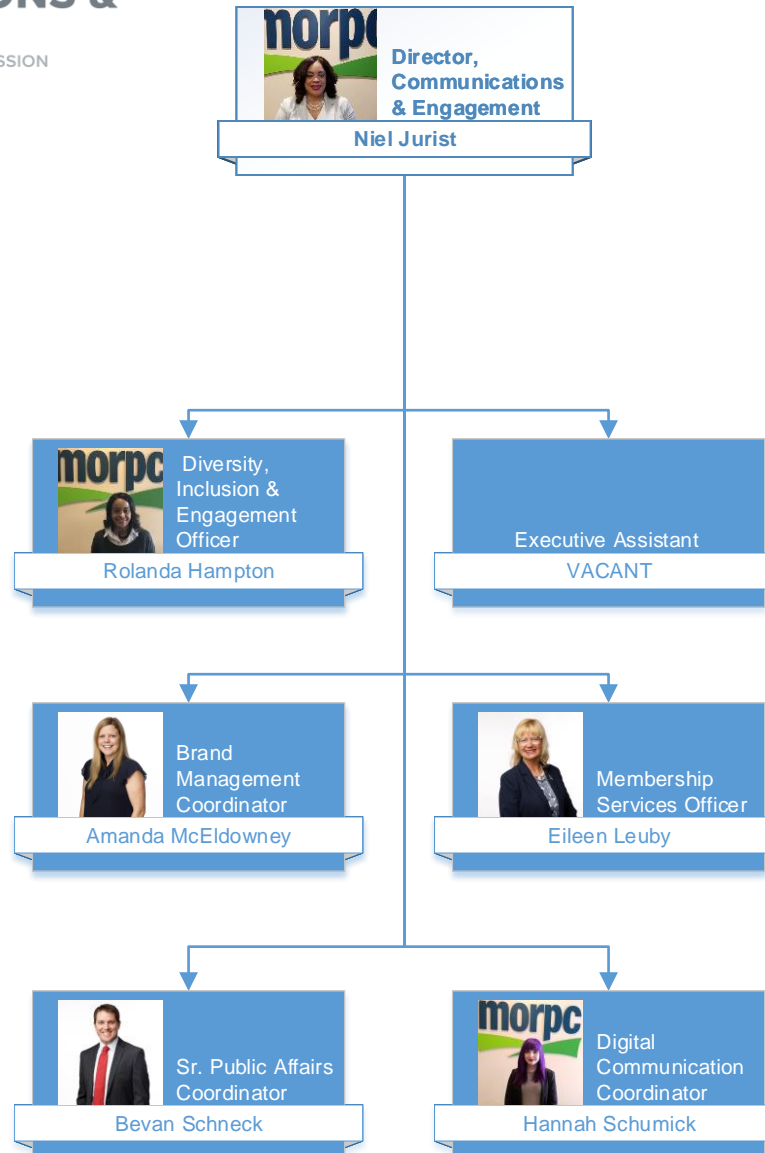
MID-OHIO REGIONAL PLANNING COMMISSION





## COMMUNICATIONS & ENGAGEMENT

MID-OHIO REGIONAL PLANNING COMMISSION

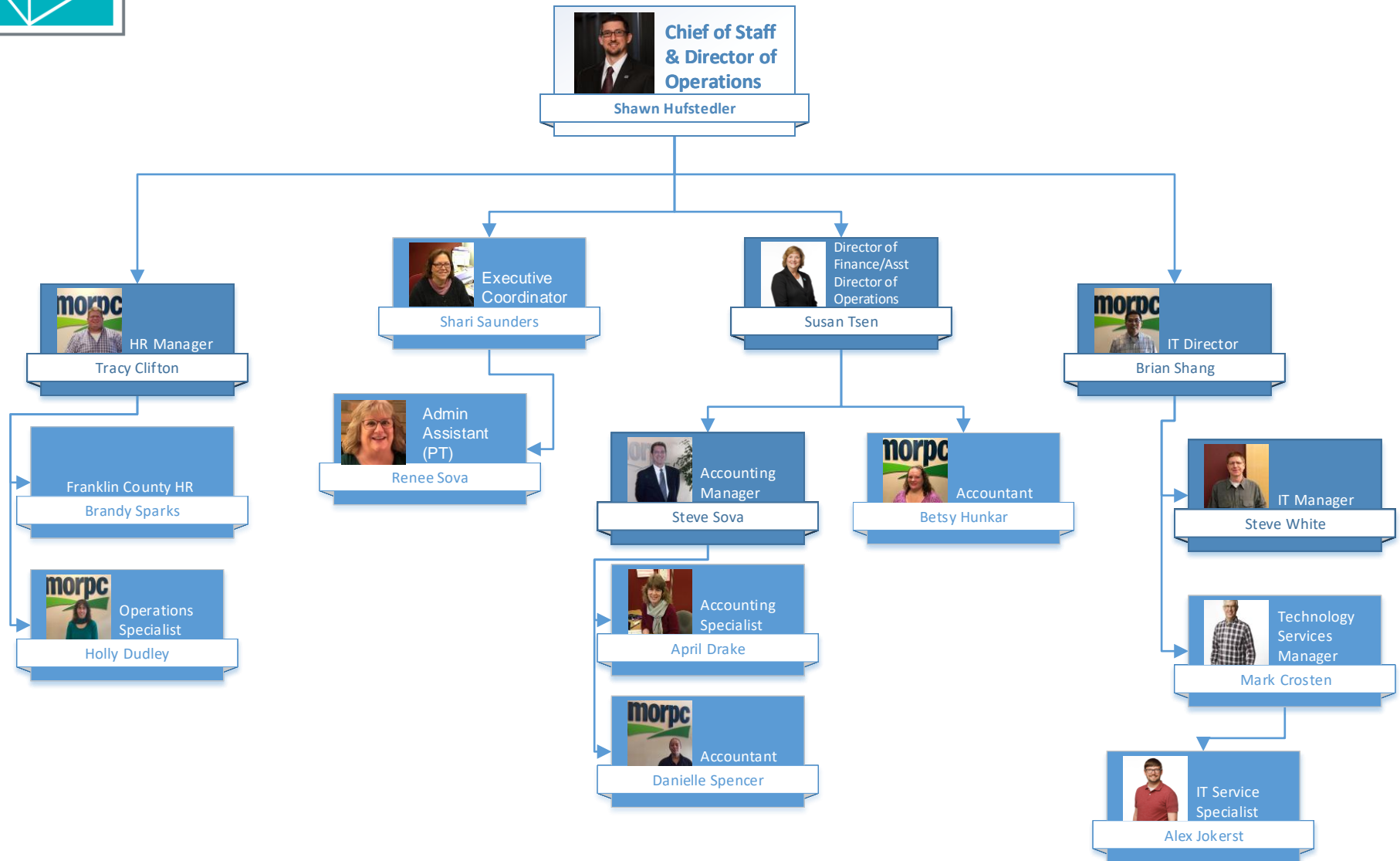






# OPERATIONS

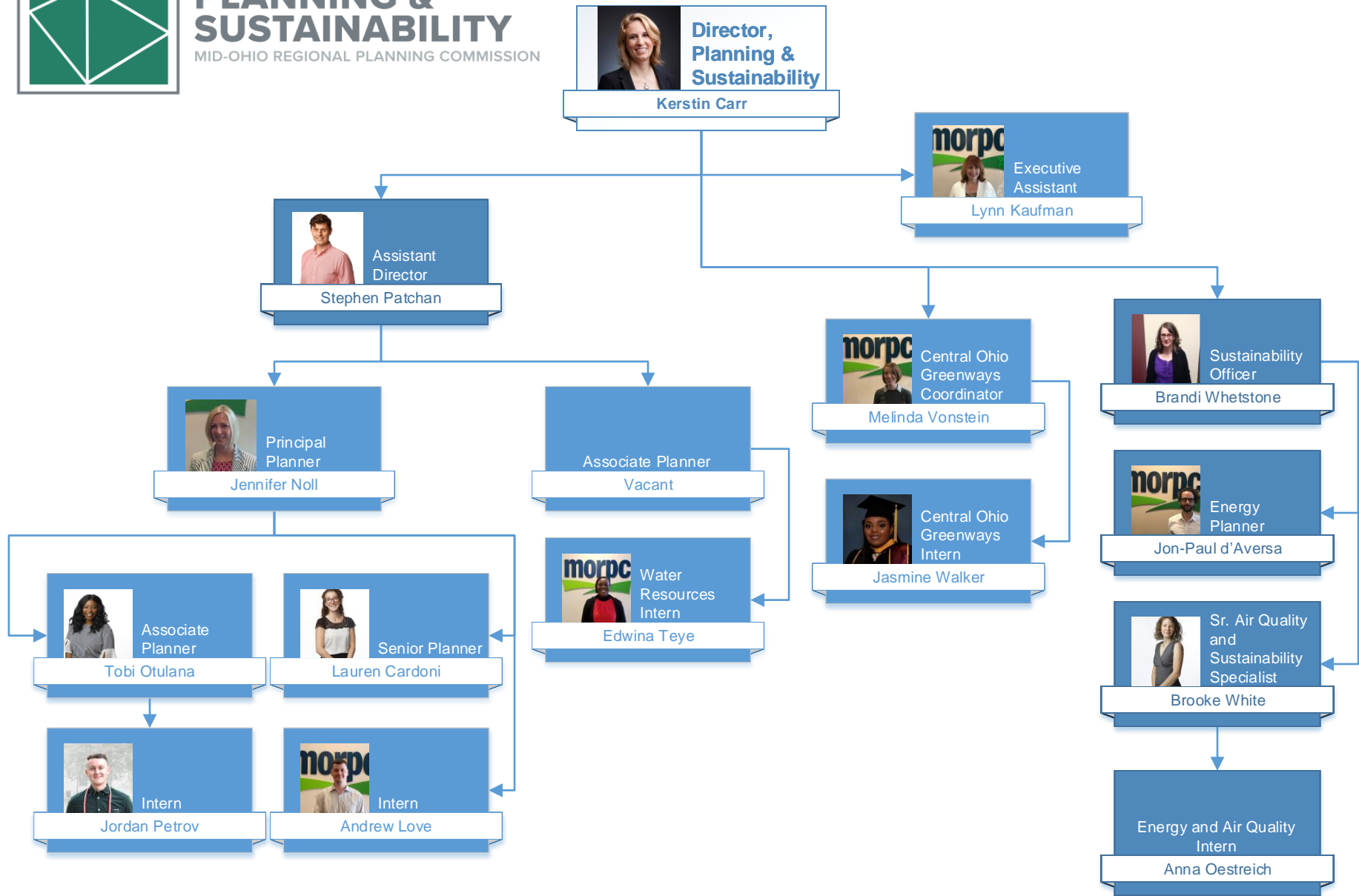
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# PLANNING & SUSTAINABILITY

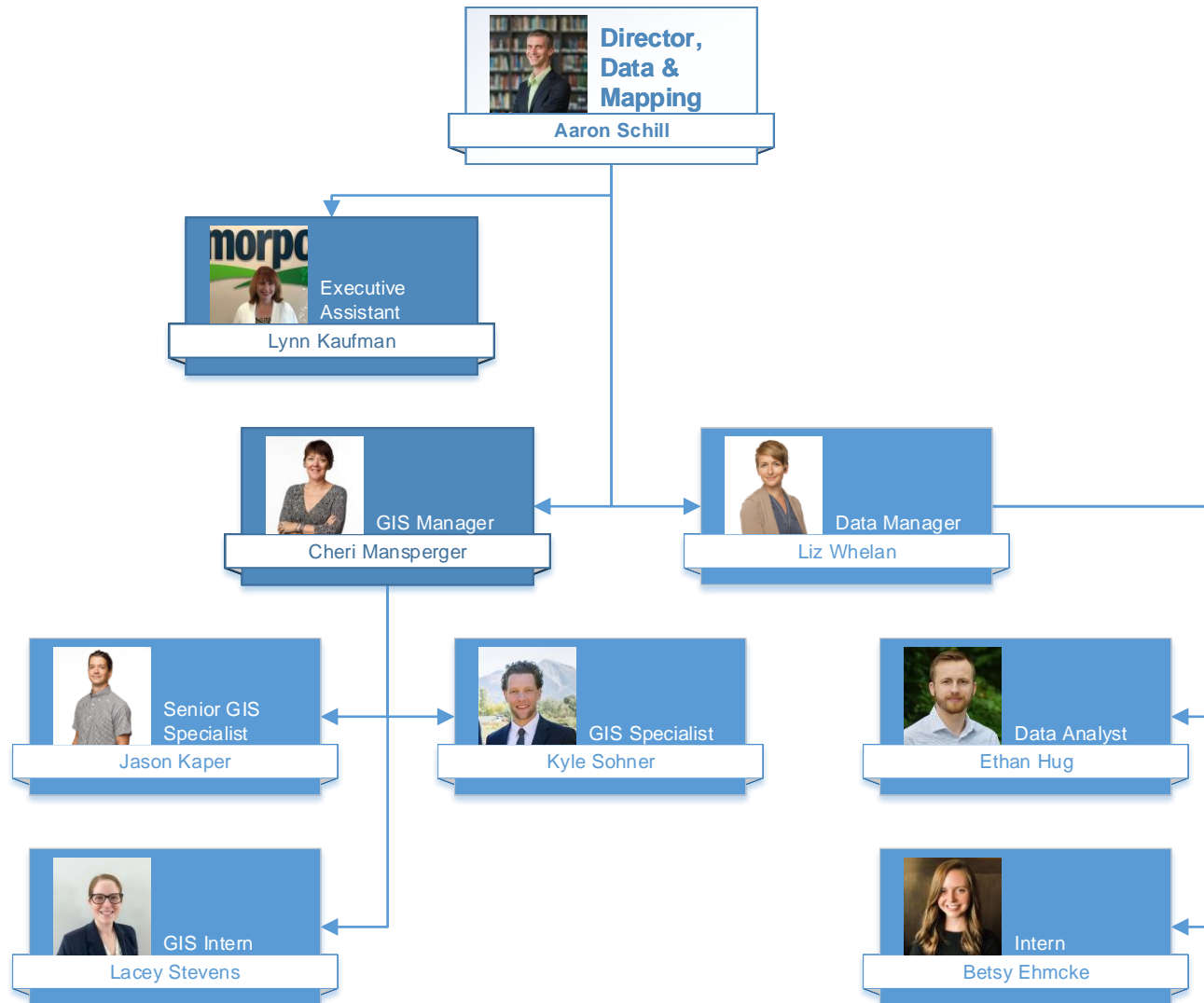
MID-OHIO REGIONAL PLANNING COMMISSION





# DATA & MAPPING

MID-OHIO REGIONAL PLANNING COMMISSION



Mid-Ohio Regional Planning Commission (MORPC) Pay Grades				
Position	Pay Grade	MIN	MID	MAX
Customer Service Representative	A	\$31,200	\$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				
Customer Service Specialist				
Accounting Specialist	C	\$34,280	\$44,566	\$54,851
Administrative Assistant				
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)				
Position	Pay Grade	MIN	MID	MAX
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)				
Position	Pay Grade	MIN	MID	MAX
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			
Energy Auditor Supervisor				
Energy Coordinator				
Executive Coordinator				
Inspection Coordinator				
Membership Services Coordinator				
Program Coordinator				
Senior Air Quality & Sustainability Specialist				
Senior Engineer				
Senior Network Administrator				
Senior Energy Planner				
Senior Planner				
Senior Transit Planner				
		\$54,715	\$71,101	\$87,487

Position	Pay Grade	MIN	MID	MAX
Active Transportation & Safety Program Manager	H	\$61,570	\$80,013	\$98,456
Data Manager				
GIS Manager				
Government Affairs Director				
Membership Services Officer				
Principal Engineer				
Principal Planner				
Principal Planner				
Diversity Inclusion & Engagement Officer				
Sustainability Officer				
Strategic Projects Manager				
Weatherization Production Supervisor				



Economic Development & Infrastructure Officer	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.



# MID-OHIO REGIONAL PLANNING COMMISSION

## BYLAWS

### SECTION I – COMMISSION

#### A. PARLIAMENTARY PROCEDURE

On matters not addressed by the Articles of Agreement or Bylaws, Robert's Rules of Order revised (current version) shall govern the meetings of MORPC and meetings of all committees included in these bylaws.

#### B. REPRESENTATION

Representatives to the COMMISSION must be selected as follows:

##### 1. Representation on the COMMISSION

- a) Representation for municipalities and for the unincorporated portions of townships shall be based upon the entire population of the municipality or the unincorporated portion of the township as reported in the most recent U.S. Census or MORPC estimate.
- b) Representation for counties shall be based upon the entire population of the villages and unincorporated portions of townships within that county plus 10% of the population of the cities within that county as reported in the most recent U.S. census or MORPC estimate. In addition, the county engineer's office of counties which are entirely within the MORPC Metropolitan Planning Organization boundary shall be represented on the COMMISSION.
- c) Representation on the COMMISSION for full members shall be determined based upon Table 1 Full Member Representation.
- d) Associate members shall have such representation as may be established by the COMMISSION.

Table 1: Full Member Representation		
Representatives	Full Member Population Range	
	Minimum	Maximum
1	1	10,000
2	10,001	40,000
3	40,001	60,000
4	60,001	80,000
5	80,001	100,000
6	100,001	120,000
7	120,001	140,000
8	140,001	160,000
9	160,001	180,000
10	180,001	200,000
11	200,001	250,000
12	250,001	300,000
13	300,001	400,000
14	400,001	500,000
15	500,001	and up

*Amended April 19, 2001 by adoption of Resolution 8-01*

*Amended November 15, 2001 by adoption of Resolution 29-01*

*Amended April 21, 2005 by adoption of Resolution 13-05*

*Amended November 10, 2011 by adoption of Resolution 46-11*

*Amended September 19, 2013 by adoption of Resolution 21-13*

*Amended June 12, 2014 by adoption of Resolution 16-14*

*Amended October 13, 2016 by adoption of Resolution 18-16*

2. Appointing Authority

- a) Full member representatives shall be appointed and submitted to MORPC in writing by the mayor, chief executive officer, council president serving as mayor, or legislative body as determined by the local unit of government.
- b) Associate member representatives shall be appointed by such means as may be established by the COMMISSION.

C. FINANCIAL PROVISIONS AND APPORTIONMENT OF COSTS

Each year the COMMISSION shall adopt a fee schedule by July 31 to be used in assessing members for the upcoming calendar year. In every year evenly divisible by five, the COMMISSION shall establish a five-year fee schedule which it shall not exceed when adopting fees for each upcoming year. Each year the COMMISSION shall provide a non-binding estimate of fees for the next five (5) years for members to use in their financial planning.

Each participating municipality, participating county and member township shall contribute annually according to the fee schedule adopted by the COMMISSION. When per-capita fees are used, each member township shall contribute based on the population used to calculate its representation in Section I.B.

The contribution for the first year of membership shall be paid during the month following the execution of an agreement between the member and the COMMISSION, and shall amount to that part of the appropriate annual participation cost pro-rated on the basis of the balance of the time remaining in that calendar year.

In addition each participating full member shall contribute not more than seven (7) cents per capita of its population equal to its population used to calculate its representation in Section I.B. The funds so contributed shall be set aside in a separate fund to amortize lease payments on the building or buildings housing the COMMISSION'S offices and shall be used for no other purpose. In the event that the COMMISSION decides that further capital improvements are needed after this lease is paid out, the seven cents will continue to be committed to such purpose. If they are not needed, then these contributions shall cease.

Associate members shall contribute at the rate and in the manner as may be established at the time they become a participant, but this rate and manner may be revised by the COMMISSION from time to time.

When per-capita fees are used in assessing annual member fees, all current year population figures for municipalities, townships and counties shall be based on the latest U.S. Census when available, or an estimate thereof made by the COMMISSION.

D. QUORUM

- 1. A quorum shall be defined as those members present and eligible to vote at any COMMISSION meeting and/or committee meeting. An affirmative vote of a majority of the quorum is necessary for any action taken.

E. CODE OF ETHICS

All members of the COMMISSION and all committees included within these Bylaws shall be aware of and governed by the current Code of Ethics adopted by MORPC.

## SECTION II – EXECUTIVE COMMITTEE

### A. MEMBERSHIP

1. In 1998, one-half of the members were appointed for a one-year term and one-half of the members for a two-year term by the COMMISSION at an annual meeting. Thereafter, members are appointed for two-year terms by the COMMISSION at the annual meeting. Nominees shall be from recommendations by the Nominating Committee, with input from the officers and Executive Committee. Any member may be reappointed to an additional two terms of two years each (maximum membership of six years).
2. Additional voting members shall consist of the current officers, the most recent past chair willing to serve, selected committee chairs and working group chairs during the tenure of their groups.
3. The Nominating Committee shall attempt to encourage a diversity of membership representation on the Executive Committee by taking into consideration the following constituency groups:
  - a) Representation from Columbus, suburbs, counties, villages and townships
  - b) Members who are elected and nonelected
  - c) Members who are full-time (career) and part-time public officials
4. The vice chair of the COMMISSION shall chair the Executive Committee.

### B. EXECUTIVE COMMITTEE DUTIES

1. The Executive Committee shall:
  - a) Review, study and approve operational policy and routine financial and administrative matters as necessary.
  - b) With the COMMISSION, develop and recommend public policy matters for discussion, input and approval.
  - c) Develop, monitor and recommend changes to the COMMISSION in the overall strategic direction of the organization.
  - d) Meet monthly as necessary.
  - e) Be responsible for other duties as may be delegated or assigned to it by the COMMISSION.
2. The Executive Committee shall act on behalf of the full COMMISSION with regard to personnel matters. Such authority shall include but not be limited to the following:
  - a) Establishing annual compensation limits within amounts budgeted and appropriated by the COMMISSION for salaries and benefits.
  - b) Reviewing and adopting personnel policies to be maintained in an employee guidebook.
  - c) Making final and binding decisions on discrimination grievances as required by MORPC's Affirmative Action program.
  - d) Subject to the Articles of Agreement, establishing proper level of personnel decision-making authority for the executive director and directors and monitor staff personnel activities monthly.
3. The Executive Committee shall periodically review and recommend revisions to the COMMISSION's general administrative policies and rules.

### **SECTION III – FINANCIAL AUTHORIZATIONS**

- A. The COMMISSION shall at least annually approve an operating and capital budget and authorize appropriations.
- B. Subject to an approved budget and appropriation, the authority to enter into agreements shall be:
  - 1. Executive director for agreements up to \$75,000
  - 2. Executive director plus an Executive Committee resolution for agreements greater than \$75,000
- C. The following approvals shall be required to authorize the obligations of funds for goods and services (e.g. purchase order) and for the approval of payments (e.g. invoices):
  - 1. Finance director shall authorize all obligations and payments.
  - 2. Chief of staff or director of operations shall authorize all obligations and payments over \$10,000.
  - 3. Executive director shall authorize all obligations and payments greater than \$25,000.
  - 4. COMMISSION chair (or alternate officer) shall authorize all obligations and payments greater than \$50,000.
  - 5. Executive director shall authorize all payments (e.g. reimbursements) to the chief of staff or director of operations, regardless of amount.
  - 6. Chief of staff or director of operations shall authorize all payments (e.g. reimbursements) to the finance director, regardless of amount.
  - 7. The COMMISSION chair shall approve all payments (e.g. reimbursements) to the executive director or any MORPC COMMISSION member, regardless of amount. If the COMMISSION chair is unavailable, an alternate officer may approve; however, no official may authorize or sign for his/her own expenditure or payment. Furthermore, no official may be the sole approval authority for any individual transaction. Another officer shall authorize all payments (e.g. reimbursements) to the COMMISSION chair.

In the absence of the finance director, the assistant finance director or equivalent staff member serving as the acting finance director shall have the above authority in this Section III of the finance director. In the absence of the chief of staff or director of operations, the staff member serving as the acting chief of staff or director of operations shall have the above authority in this Section III of the acting chief of staff or director of operations. In the absence of the executive director, the chief of staff or alternately designated acting executive director shall have the above authority in this Section III of the executive director.

### **SECTION IV – LAND USE PLANNING ADVISORY COMMITTEE (LUPAC)**

- A. PURPOSE AND RESPONSIBILITIES OF THE LUPAC
  - 1. a) LUPAC has been delegated the responsibility to review “small” township rezoning cases in unincorporated areas of Franklin County and make recommendations as required by Section 519.12(E) of the Ohio Revised Code to the township on behalf of the MORPC COMMISSION.
  - b) The purpose of the LUPAC is to review rezoning cases in Franklin County for townships with township zoning.
  - c) All “large” township rezoning cases shall be forwarded directly to the MORPC COMMISSION for review and recommendation. (See MORPC COMMISSION Review below.)

- d) Small rezoning cases will be defined as those with less than 100 lots proposed. Large rezoning cases will be defined as those with greater than 100 lots proposed or cases using a wastewater treatment system other than conventional on-site or central sanitary sewer system.
2. LUPAC is also delegated the responsibility to review township zoning text amendments and recommend action to the MORPC COMMISSION.
3. LUPAC shall also serve as a resource to the MORPC COMMISSION to review and recommend policies on a wide range of land use issues including, but not limited to, land use related legislative initiatives, local, county and regional land use plans and development code revisions.

**B. MEETINGS**

1. LUPAC shall meet as necessary to hear small township rezoning cases and township zoning text amendments.
2. Quorum will be met by a simple majority of the members being present.
3. LUPAC recommendations on small township rezoning cases shall be forwarded to the respective township on behalf of the MORPC COMMISSION as required by Section 519.12(E) of the Ohio Revised Code.
4. LUPAC recommended action on township zoning text amendments shall be forwarded to the MORPC COMMISSION for consideration.

**C. MORPC COMMISSION REVIEW**

1. Large township rezoning cases shall be reviewed by LUPAC. LUPAC will forward recommendations to the MORPC COMMISSION for action.
2. Only MORPC COMMISSION members from within Franklin County shall vote on recommendations on large township rezoning cases or township zoning text amendments. MORPC COMMISSION recommendations shall be forwarded to the respective township as required by Section 519.12(E) of the Ohio Revised Code.
3. The MORPC COMMISSION shall hear large township rezoning cases and make its recommendation at a regularly scheduled COMMISSION meeting. The MORPC chair shall call a special COMMISSION meeting to hear a large township rezoning case if necessary to comply with the township public hearing date as specified in the Ohio Revised Code.

**D. LUPAC MEMBERS, APPOINTMENTS AND OFFICERS**

1. LUPAC shall be comprised of five (5) MORPC COMMISSION members from within Franklin County as follows:
  - 1 - Franklin County Engineer
  - 1 - Franklin County at-large representative
  - 1 - Franklin County municipality
  - 2 - Franklin County townships
2. The MORPC chair, upon input from the MORPC executive director and LUPAC chair, shall appoint LUPAC members and alternates annually (no later than May).
3. LUPAC members shall elect a chair and vice chair annually (no later than July).

4. Alternates may be used when a majority will not be reached by the LUPAC members or when members will be unable to attend. Alternates should be from Franklin County and will be appointed by the chair of the COMMISSION. Alternates will have the ability to vote.

## SECTION V – TRANSPORTATION POLICY COMMITTEE

### A. NAME

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

### B. ORIGIN

The Transportation Policy Committee is provided for in the federally required Prospectus to the annual Planning Work Program.

### C. PURPOSE

The Transportation Policy Committee for the Mid-Ohio Regional Planning COMMISSION is designated as the "Metropolitan Planning Organization" (MPO) for the Columbus metropolitan planning area as authorized in federal transportation planning regulations and under agreement with the Ohio Department of Transportation. The Transportation Policy Committee is the forum for cooperative decision-making that will be taking the required approval actions as the MPO. The metropolitan area, per 23 United States Code §134 and 49 United States Code §5303, as amended, must have a continuing, cooperative, and comprehensive ("3C") transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals. These plans and programs shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods. The MPO, in cooperation with the state and with operators of publicly owned transit services, shall be responsible for carrying out the metropolitan transportation planning process.

### D. QUORUM

A quorum shall be defined as those members present and eligible to vote at any meeting. An affirmative vote of a majority of the quorum is necessary for any action taken.

### E. MEMBERSHIP

Representation on the Transportation Policy Committee shall consist of local elected officials or their representatives, officials of public agencies that administer or operate major modes of transportation in the transportation study area, and appropriate State transportation officials; and such other local elected officials, public transportation agencies, or appropriate State officials as determined by the Transportation Policy Committee. The transportation study area is that portion of central Ohio that has been identified and mutually agreed to be included in it by the Transportation Policy Committee and the Governor of Ohio, acting through the Ohio Department of Transportation, subject to the approval of the United States Department of Transportation.

Representation shall be determined as follows:

1. Full members of the COMMISSION that are located wholly or partially within the boundaries of the transportation study area. These members will have the same representatives on the Transportation Policy Committee as they have on the MORPC COMMISSION.
2. The Commissioners of any county which is not a member of the COMMISSION, but which has ter-

ritory within the transportation planning area and which has entered into a commitment to participate in the 3C process for that territory shall be entitled to one representative on the Transportation Policy Committee.

3. Cities, villages and townships that are located wholly or partially within the boundaries of the transportation study area that are dues-paying members of the transportation program but are not full members of MORPC are entitled to one representative each on the Transportation Policy Committee, selected by the city, village or township.

4. Transportation Agencies:

In addition to the community representatives detailed above, the Transportation Policy Committee will offer representation (1 representative per entity) to the following transportation-related entities:

- a) Major authorities or agencies operating per the Ohio Revised Code, whose primary function is to provide transportation services or operate transportation facilities within the transportation study area such as, but not limited to:
  - i. Central Ohio Transit Authority
  - ii. Columbus Regional Airport Authority
  - iii. Delaware Area Transit Agency
  - iv. Licking County Transit Board
  - v. Lancaster Public Transit System
- b) The Ohio Department of Transportation
- c) The Ohio Environmental Protection Agency
- d) Others, or modifications to the above, as may be required or recommended by the U.S. Department of Transportation or the Ohio Department of Transportation
- e) Each transportation agency may designate a primary representative and an alternate representative who may be seated at such times as the primary representative is unable to participate in the Transportation Policy Committee.
- f) Other local elected officials or their representatives, public transportation agencies, or appropriate state officials as determined by the Transportation Policy Committee including officers of the COMMISSION in the event that the officer is not already a member of the Transportation Policy Committee and the current chairperson of the MORPC Community Advisory Committee.

F. OFFICERS

The officers of the Transportation Policy Committee shall be the same as those of the COMMISSION and shall serve in the same roles and for the same terms. The chair may appoint such special committees or task forces as may be necessary from time to time in order to perform the purpose of the Transportation Policy Committee, or as the Transportation Policy Committee may otherwise direct. The chair shall preside at all meetings of the Transportation Policy Committee. The vice chair shall serve as chair during any absence of the Chair and shall assist the Chair in performance of duties. It shall be the duty of the secretary to ensure that a full record of the proceedings of the Transportation Policy Committee is prepared and kept, and he or she shall perform such other duties as the Transportation Policy Committee may from time to time direct.

G. SUBCOMMITTEES

The Transportation Policy Committee is advised by three standing subcommittees:

1. The Community Advisory Committee is provided for in the Public Involvement Process (as is required under federal transportation planning regulations), which sets out participation requirements for Metropolitan Transportation Planning and Programming.
2. The Transportation Advisory Committee is to provide technical advice to the Transportation Policy Committee as defined in the biennial Agreement between the Mid-Ohio Regional Planning COMMISSION and the State of Ohio, Department of Transportation, for Urban Transportation Planning and Transportation Programs.
3. The Attributable Funds Committee is to provide advice to the Transportation Policy Committee, the Transportation Advisory Committee (TAC), and the Community Advisory Committee (CAC) on the development and execution of the processes used to allocate MORPC-attributable federal funds to projects and project sponsors.

The Transportation Policy Committee shall adopt guidelines to govern the subcommittees, the selection process for subcommittee members, and establish terms to encourage diverse involvement in subcommittee membership and leadership.

#### H. MEETINGS

The Transportation Policy Committee will meet monthly as necessary.

### **SECTION VI – REGIONAL POLICY ROUNDTABLE**

#### A. NAME

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

#### B. ORIGIN

The Regional Policy Roundtable is a standing committee to evaluate and advise the COMMISSION on legislative issues and public policy matters of regional importance at the local, state, and federal level.

#### C. PURPOSE

The Regional Policy Roundtable seeks to develop a public policy agenda that aims to reflect the objectives and ideals of both MORPC's members and the greater community. The public policy agenda will be reviewed and adopted by the COMMISSION. The COMMISSION and MORPC staff will utilize the public policy agenda to proactively advocate for policies and opportunities to enhance the quality of life in central Ohio and advance the region.

The Regional Policy Roundtable will identify new public policy areas, legislation, and issues of interest. The Roundtable will research and provide recommendations to the COMMISSION on positions on legislative and executive issues.

#### D. QUORUM

A quorum shall be defined as those members present and eligible to vote at any meeting. An affirmative vote of a majority of the quorum is necessary for any action taken.

#### E. MEMBERSHIP

Representation on the Regional Policy Roundtable shall consist of members from the COMMISSION,



MORPC subcommittees and working groups, business community, non-profit organizations, education sector, and residents in the REGION.

The Regional Policy Roundtable shall adopt guidelines for membership, the selection process, and establish terms to encourage diverse involvement in subcommittee membership and leadership.

**F. OFFICERS**

The chair of the Regional Policy Roundtable shall be a full member representative of the COMMISSION and is selected and documented by the COMMISSION chair and executive director. He/she will serve a two-year term at the pleasure of the COMMISSION chair and executive director.

The vice chair of the Regional Policy Roundtable shall be a full member representative of the COMMISSION and is selected by the COMMISSION chair and executive director. He/she will serve a two-year term at the pleasure of the COMMISSION chair and executive director.

**G. MEETINGS**

The Regional Policy Roundtable will meet every other month or as necessary.

**SECTION VII – SUSTAINABILITY ADVISORY COMMITTEE**

**A. NAME**

The name of this committee shall be the Sustainability Advisory Committee for the Mid-Ohio Regional Planning Commission.

**B. ORIGIN**

The Sustainability Advisory Committee is a standing committee to evaluate and advise the COMMISSION on matters of regional importance pertaining to environmental and fiscal sustainability. It may address topics such as air quality, energy, environmental infrastructure, farmland preservation, greenways, innovative land use regulations and tools, local food, materials management, water quality, sustainable growth and planning, related transportation research innovations, and regional systems.

**C. PURPOSE**

The Sustainability Advisory Committee's primary purpose is to advise and guide a diverse community of local governments and stakeholders along with MORPC working groups and staff on environmentally and economically sustainable practices, opportunities, and tools that support regional growth and vitality in the Central Ohio region. To do so, the Committee shall regularly adopt goals, objectives and strategies to further the regional goals outlined in the Metropolitan Transportation Plan and other plans as appropriate. The objectives and strategies shall be consistent with other MORPC adopted strategic plans, public policy agenda, and sustainability agreements. The COMMISSION and MORPC staff will utilize the goals to support existing related agency programs, with a focus on those in the departments of Energy & Air Quality and Planning & Environment, and to seek out opportunities to assist local governments, enhance the quality of life in Central Ohio, and advance the region. The Sustainability Advisory Committee will research and provide recommendations to the Commission as guided by the annual goals and as determined by the Committee.

**D. QUORUM**

A quorum shall be defined as those members present and eligible to vote at any meeting. An affirmative vote of a majority of the quorum is necessary for any action taken.

**E. MEMBERSHIP**

Membership shall be nominated by the Executive Director, MORPC Department Directors, or committee members and appointed by the Committee Chair and Executive Director.

To stagger the expiration of terms, one-half of the initial members shall serve for one-year terms and one-half of the members shall serve for two-year terms. Thereafter, as terms expire, all members shall serve two year terms with the option to renew upon being nominated and approved by the Committee Chair and Executive Director. A member may serve a maximum of three consecutive terms.

Representation on the Sustainability Advisory Committee shall include at least 12 members. All members shall be located within the MORPC Region. Due consideration shall be given to the make-up of the Committee to ensure no one entity is over-represented on the Committee. The Sustainability Advisory Committee composition shall consist of the following:

1. A Chair and Vice Chair from COMMISSION.
2. One appointed representative from each subcommittee established in section H (subcommittees).
3. At least three representatives from the Green Pact (one small community/Township representative, one large community representative, and one associate/organizational member representative).
4. A minimum of three other seats including representatives from various stakeholder groups in the region, including but not limited to the business community, non-profit organizations, government, education sector, and community members.

Under the guidance of the Executive Director and Committee Chair the Sustainability Advisory Committee shall adopt guidelines to establish the size limit of the Committee, and provisions to encourage diverse involvement in subcommittee membership and leadership.

**F. OFFICERS**

The chair of the Sustainability Advisory Committee must be a full member representative of the COMMISSION and is selected and documented by the COMMISSION Chair and Executive Director. He/she will serve a two-year term at the pleasure of the COMMISSION Chair and Executive Director.

The Vice Chair of the Sustainability Advisory Committee must be a full member representative of the COMMISSION and is selected by the COMMISSION Chair and Executive Director. He/she will serve a two-year term at the pleasure of the COMMISSION Chair and Executive Director.

**G. SUBCOMMITTEES**

The Sustainability Advisory Committee is advised by standing subcommittees or working groups as established by the Committee Chair and Executive Director to address key regional issue areas such as energy, air quality, food, materials management, greenways, water quality and resources, or other working groups as needed.

The Sustainability Advisory Committee may adopt bylaws to govern the subcommittees, the selection process of subcommittee members, and establish provisions to encourage broad involvement in subcommittee membership and leadership.

**H. MEETINGS**

The Sustainability Advisory Committee will meet as necessary. Quarterly meetings are recommended.

**SECTION VIII - CENTRAL OHIO RURAL TRANSPORTATION PLANNING COMMITTEE**

**A. NAME**

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

**B. ORIGIN**

The COMMITTEE is provided for the federally and state sponsored "Rural Transportation Planning Organization" (RTPO) and is administered by an ODOT approved Planning Work Program at the Mid-Ohio Regional Planning Commission.

**C. PURPOSE**

The COMMITTEE is designated as the RTPO for Fairfield, Knox, Madison, Marion, Morrow, Pickaway and Union 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 the Ohio Department of Transportation. The COMMITTEE is the forum for cooperative decision-making that will be taking the required approval actions as the RTPO. The State of Ohio has designated the RTPO area, 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**

In order to be a member of the Central Ohio RTPO, each County Board of Commissioners must execute a Memorandum of Understanding and resolution declaring membership in the COMMITTEE and the creation of a COUNTY SUBCOMMITTEE. All terms of Central Ohio RTPO Membership are managed by the Memorandum of Understanding.

**E. QUORUM**

A quorum shall be defined as at least one representative from at least two thirds of the member counties in the RTPO. An affirmative vote of a majority of the quorum is necessary for any action taken.

**F. MEMBERSHIP REPRESENTATION**

Fourteen representatives on the COMMITTEE shall consist of two local elected officials from each COUNTY SUBCOMMITTEE selected by the County Board of Commissioners for their respective county. Seven additional representatives on the COMMITTEE shall consist of one member from each COUNTY SUBCOMMITTEE selected by the members of the COMMITTEE that are selected by the County Boards of Commissioners. Each member representative may identify a designee to attend COMMITTEE meetings on their behalf with full member representation privilege. Additional ex-officio representatives shall include appropriate State and Federal transportation officials. The members must be appointed biannually by their appointing authority. A list of required and suggested members may be found in line item (J) of this document.

**G. OFFICERS**

The officers of the COMMITTEE shall be selected from the COMMITTEE membership annually and announced at the first official meeting of the COMMITTEE. 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 COMMITTEE business meetings.

**H. MEETINGS**

The 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 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 COMMITTEE is advised by COUNTY SUBCOMMITTEES. One COUNTY SUBCOMMITTEE represents each county.

Required and suggested representation shall be determined as follows:

1. Required: One member of the County Board of Commissioners
2. Required: The County Engineer
3. Required: A representative of the chief executive officer 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.
4. Required: Full members the COMMISSION located wholly or partially within the boundaries of the subcommittee county.
5. Representation of other municipalities and townships that are located wholly or partially within the boundaries of the county.
6. Representation of any local or regional planning commission that is serving the county wholly or partially.
7. 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
8. Representation of the Ohio Department of Transportation District Office and/ or the County Garage.
9. Representation of business and general citizenry.
10. Any other representative that the Board of County Commissioners invites to participate.

**SECTION IX – REGIONAL DATA ADVISORY COMMITTEE**

**A. NAME**

The name of this committee shall be the Regional Data Advisory Committee for the Mid-Ohio Regional Planning Commission.

B. ORIGIN

The Regional Data Advisory Committee is a standing committee to evaluate and advise the COMMISSION on matters of regional importance pertaining to data analysis. It will evaluate data needs in the region and prioritize development of tools used for analysis. It will set data standards to enable data interoperability and assure data credibility. It will explore public/private partnerships and other collaboration opportunities around using data.

C. PURPOSE

The Regional Data Advisory Committee seeks to develop and maintain collaboration around data development, publishing and usage for the purpose of analysis to reflect the objectives and ideals of both MORPC's members and the greater community. The actions shall support other MORPC adopted strategic plans, and policy agendas. The COMMISSION and MORPC staff will utilize the data to support existing related agency programs, and seek out opportunities to assist local governments, enhance the quality of life in Central Ohio, and advance the region. The Regional Data Advisory Committee will research and provide recommendations to the Commission as guided by the annual goals and as determined by the committee.

D. QUORUM

A quorum shall be defined as those members present and eligible to vote at any meeting. An affirmative vote of a majority of the quorum is necessary for any action taken.

E. MEMBERSHIP

Membership shall be nominated by the Executive Director, MORPC Department Directors, or committee members and appointed by the Committee Chair and Executive Director. All members shall serve two year terms with the option to renew upon being nominated and approved by the Committee Chair and Executive Director. A member may serve a maximum of three consecutive terms.

Representation on the Regional Data Advisory Committee shall include at least 15 members. All members shall be located within the MORPC Region. Due consideration shall be given to the make-up of the Committee to ensure diverse representation from various entities throughout the region, especially from MORPC member communities.

The Regional Data Advisory Committee composition shall consist of the following:

1. A Chair from the COMMISSION.
2. A Vice-Chair
3. Representation from an Associate MORPC Member.
4. Representation from the Central Ohio GIS User Group.
5. Representation from the Economic Development Community.
6. A minimum of five seats from community and business organizations including representatives from education, health, tech entrepreneurs, transportation, and other data-intensive sectors.
7. A minimum of six other seats including representatives from various stakeholder groups in the region, including but not limited to business, media, non-profits, and research organizations and community members.

To stagger the expiration of terms, one-half of the initial members shall serve for one-year terms and one-half of the members shall serve for two-year terms. Thereafter, as terms expire, all members shall serve two year terms with the option to renew upon being nominated and approved by the Committee Chair and Executive Director.

Under the guidance of the Executive Director and Committee Chair, the Regional Data Advisory Committee shall adopt guidelines to establish the size limit of the Committee, and provisions to encourage diverse involvement in subcommittee membership and leadership.

**F. OFFICERS**

The chair of the Regional Data Advisory Committee must be a full member representative of the COMMISSION and is selected and documented by the COMMISSION Chair and Executive Director. He/she will serve a two-year term at the pleasure of the COMMISSION Chair and Executive Director.

The Vice Chair of the Regional Data Advisory Committee is selected by the COMMISSION Chair and Executive Director. He/she will serve a two-year term at the pleasure of the COMMISSION Chair and Executive Director.

**G. MEETINGS**

The Regional Data Advisory Committee will meet as necessary. Quarterly meetings are recommended.

**SECTION VIII – TIME OF TAKING EFFECT**

These Bylaws shall supersede any prior action of the COMMISSION inconsistent with such Bylaws. These Bylaws shall be effective upon the approval of the COMMISSION.



## Mid-Ohio Regional Planning Commission

285 East Main Street • Columbus, Ohio 43215-5272

Phone (614) 228-2663

FAX (614) 621-2401

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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**



# INDIRECT COST ALLOCATION PLAN

## CY 2021



MID-OHIO REGIONAL  
**MORPC**  
PLANNING COMMISSION

111 Liberty Street, Suite 100  
Columbus, Ohio 43215  
614.228.2663  
[morpc.org](http://morpc.org)



# FRINGE BENEFIT & INDIRECT COST RATE AGREEMENT

Between

The Ohio Department of Transportation and  
The Mid-Ohio Regional Planning Commission

December 11, 2020

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	1/1/2019	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	62.54	FRINGE BENEFIT RATE
FINAL FIXED ***	1/1/2019	12/31/2019	56.28	INDIRECT COST RATE
PROVISIONAL FIXED	1/1/2020	12/31/2020	61.00	FRINGE BENEFIT RATE
PROVISIONAL FIXED	1/1/2020	12/31/2020	59.00	INDIRECT COST RATE
FINAL FIXED	1/1/2020	12/31/2020		FRINGE BENEFIT RATE
FINAL FIXED	1/1/2020	12/31/2020		INDIRECT COST RATE
PROVISIONAL FIXED	1/1/2021	12/31/2021	58.00	FRINGE BENEFIT RATE
PROVISIONAL FIXED	1/1/2021	12/31/2021	62.00	INDIRECT COST RATE
FINAL FIXED	1/1/2021	12/31/2021		FRINGE BENEFIT RATE
FINAL FIXED	1/1/2021	12/31/2021		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 CY2019 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:

**Mid-Ohio Regional Planning Commission**  
(DEPARTMENT/AGENCY)

  
(SIGNATURE)


William Murdock  
(NAME)

Executive Director  
(TITLE)

12/17/2020  
(DATE)

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

**Ohio Department of Transportation**  
(DEPARTMENT/AGENCY)

  
(SIGNATURE)

Jack Marchbanks as signed by Sara Downs  
(NAME)

Director  
(TITLE)

12/18/2020  
(DATE)

MID-OHIO REGIONAL PLANNING COMMISSION

**NOVEMBER 25, 2020**  
**COST ALLOCATION PLAN**

For the Period: January 1, 2021 through December 31, 2021 (CY2021)

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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 12/31/2021 to establish billing or final indirect costs rates for calendar 2021 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 25, 2020



MID-OHIO REGIONAL PLANNING COMMISSION  
COST ALLOCATION PLAN/PROPOSAL  
For the Period: 1/1/2021 through 12/31/2021

**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 2019, 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, 2020 - December 31, 2020. This agreement is applicable to all grants, contracts and activities of MORPC. The agreement specifies an indirect cost allocation rate of 59.0 percent of direct salaries and benefits and a fringe benefit rate of 61.0 percent of salaries for January - December 2020. 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, 2021 - December 31, 2021. The proposed indirect cost allocation rate is 62.0 percent of direct salaries and fringe benefits. The proposed fringe benefit rate is 58.0 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 59.0 percent. The indirect cost rate for CY2021 is estimated to be 62.0 percent. MORPC uses a fixed rate with carry forward provision.

### **Proposed CY2021 Indirect Cost Allocations, Rates and Bases**

MORPC proposes to allocate indirect costs at the rate of 62.0 percent of direct labor plus allocable direct labor fringe benefit dollars. Indirect costs are estimated to be \$3,319,433 allocated on a base of \$5,353,916 direct labor plus direct labor fringe benefits. This will be a fixed rate with a carryover provision. The audited carry forward amount from 12/31/2019 is an under absorbed amount of \$18,029.

In the CY2021 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 12/31/2019, 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 12/31/2019, compared with allocated costs since 1/1/2010. This current plan incorporates final actual audited costs and variances through December 31, 2019.

### **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 65 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, Communication & Engagement, and Contract and Proposal. Most of these areas also provide 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. Communications & Engagement 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 or Service to Members (see page 12).

## **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 six other 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 \$459,796 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 050XX. This is budgeted at approximately 65 percent of the Executive Director's time and 35 percent of the Chief of Staff's time for CY2021. 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 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 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 \$269,213 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 \$549,938 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 one hundred computers and mobile devices, all agency printers and all computer software applications. IT performs the network planning, installing and managing of multiple servers comprising more than 78 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 has been responsible for the planning and managing of MORPC computer resources (PC, desktop or laptop) which are expensed through IT in order to better maintain all computers 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 secure and 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 \$736,656 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 was moved to Contract and Proposal to better track the actual costs of contract management.

The Finance team's overhead budget of \$785,461 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 and the Ohio Association of Regional Councils

MORPC has added an administrative support function to assist with standard administrative duties consistent across all programs which includes contract processing assistance, processing of purchase orders, travel requests, travel reimbursements, etc. Additional administrative support specific to assisting program activities is still charged to the applicable program.

## **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 was moved

from Finance to Contract and Proposal to better track costs associated with contract management.

The Contract and Proposal overhead budget of \$86,045 includes salaries and benefits, as well as legal services.

## **Communications & Engagement**

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. Communication & Engagement 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. Communications & Engagement 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.

Communications & Engagement operates with an annual overhead budget of \$456,644. This figure represents salaries and benefits and costs for production, printing and postage for MORPC general communication pieces.

Non-Overhead Functions & Activities Charged Direct by Communications & Engagement staff:

- Services to members
- Program communication
- Development activities
- Assisting with regionalism
- Diversity and Inclusion
- Event Management

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:

<u>Bases For 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	Postage Report	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 2019 totaled \$33,462 and is split between direct and indirect as follows.

<b>Actual</b>	<b>CY 2019</b>
Direct	\$ 10,991
Indirect	<u>\$ 22,471</u>
Total Actual	\$ 33,462
<b>Budget</b>	<u>\$ 103,672</u>
<b>Difference</b>	\$ 70,210

### **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 58.0 percent will be used for the period 1/1/2021 through 12/31/2021 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 1/1/2010.

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 in a manner consistent with OPERS requirements. MORPC's liability for accrued PTO and sick leave was \$560,212 on 12/31/2019.

### **Excludable Costs**

The excludable costs totaling \$5,453,108 shown on page 14 are as follows:

Subcontracts \$5,453,108 - This includes subcontracts for weatherization, energy audits, furnace retrofits, housing repairs, and transportation and other consulting services.

### **Unallowable Costs**

The total unallowable cost is \$378,793 of which \$2,500 represents executive director and board member travel not chargeable as an indirect cost per FHWA/ODOT policies. The balance of \$376,293 is for unallowable legislative related costs.

## Transportation Program Income Policy

There was no net transportation program income during calendar years 1984 to 2019.

### 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 some 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 ensure 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>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	<b>2018</b> \$5,956	<b>2019</b> \$6,238

## **Development Fund**

A group of task numbers in the 5003X program series has been established to account for the use of a portion, \$86,185 in CY2021, 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, \$692,532 in CY2021 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 \$177,000 in CY 2021.

# MID-OHIO REGIONAL PLANNING COMMISSION

## Indirect Cost Allocation Plan January 1, 2021 to December 31, 2021

### Detail of Total Budgeted Expenses

	Total Budgeted Costs	Excludable Costs	Unallowable Costs	Direct Labor & Fringe	Other Direct Costs	Indirect Cost Allocation
<b>Grants and Programs</b>						
<b>Transportation &amp; Infrastructure Development</b>						
FTA/ODOT/MORPC	\$1,326,529	\$0		\$765,779	\$85,968	\$474,783
CORPO CORE SFY20	\$172,337	\$0		\$105,222	\$1,878	\$65,237
Infrastructure	\$180,000	\$0		\$109,763	\$2,185	\$68,053
Competitive Advantage 5307 (COTA/NTD Reporting)	\$391,760	\$0		\$226,781	\$24,375	\$140,604
TID	\$54,930	\$0		\$33,904	\$6	\$21,020
Regional Supplemental Planning	\$184,127	\$80,000		\$63,402	\$1,415	\$39,309
Gohio SFY20	\$722,301	\$0		\$362,997	\$134,246	\$225,058
5310 Designated Recipient	\$392,300	\$0		\$70,759	\$277,671	\$43,870
5310 Mobility Management	\$158,346	\$0		\$97,704	\$65	\$60,577
AIMS Grant (NUC)	\$0	\$0		\$0	\$0	\$0
Maglev Grant (NUC)	\$315,000	\$315,000		\$0	\$0	\$0
USEDA Grant (NUC)	\$380,000	\$0		\$0	\$380,000	\$0
SMRT CBUS (NUC)	\$240,000	\$0		\$0	\$240,000	\$0
Hyperloop Certification (NUC)	\$0	\$0		\$0	\$0	\$0
Transportation (NUC)	\$397,402	\$250,000		\$90,989	\$0	\$56,413
<b>Subtotal Transportation &amp; Investment</b>	<b>\$4,915,033</b>	<b>\$645,000</b>	<b>\$0</b>	<b>\$1,927,300</b>	<b>\$1,147,809</b>	<b>\$1,194,924</b>
<b>Data &amp; Mapping</b>						
FTA/ODOT/MORPC	\$972,784	\$0		\$580,729	\$32,003	\$360,052
Paving the Way CY20	\$88,999	\$50,000		\$23,201	\$1,414	\$14,384
Regional Supplemental Planning	\$94,208	\$0		\$58,095	\$94	\$36,019
Regional Broadband	\$0	\$0		\$0	\$0	\$0
ArcGIS Urban	\$1,500	\$0		\$0	\$1,500	\$0
Data and Mapping (NUC)	\$113,130	\$0		\$38,969	\$50,000	\$24,161
<b>Subtotal Data &amp; Mapping</b>	<b>\$1,270,621</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$700,994</b>	<b>\$85,011</b>	<b>\$434,616</b>
<b>Planning &amp; Sustainability</b>						
FTA/ODOT/MORPC	\$675,868	\$0		\$403,527	\$22,154	\$250,187
Bike Maps	\$15,000	\$0		\$0	\$15,000	\$0
Greenways Funding	\$109,000	\$0		\$47,844	\$31,493	\$29,663
Impact Trails Study	\$47,523	\$20,000		\$4,644	\$20,000	\$2,879
Sustaining Scioto	\$85,000	\$0		\$52,437	\$52	\$32,511
Ohio EPA	\$134,692	\$0		\$81,909	\$2,000	\$50,783
Columbus GHG Inventory	\$19,500	\$0		\$11,953	\$137	\$7,411
Clean Ohio Fund Conservation	\$29,000	\$0		\$17,424	\$773	\$10,803
Greenways Planning	\$229,763	\$0		\$138,143	\$5,972	\$85,648
Regional Supplemental Planning	\$105,591	\$0		\$59,007	\$10,000	\$36,584
Technical Assistance	\$204,456	\$0		\$121,891	\$6,993	\$75,572
Air Quality Awareness	\$547,595	\$77,310		\$266,369	\$38,767	\$165,149
Local Government Energy Partnership AEP	\$0	\$0		\$0	\$0	\$0
Insight 2050 Academy	\$4,000	\$0		\$0	\$4,000	\$0
Regional Housing Strategy	\$143,217	\$143,217		\$0	\$0	\$0
Local Government Energy Partnership (NUC) COH	\$0	\$0		\$0	\$0	\$0
Safety Implementation (NUC)	\$25,000	\$0		\$0	\$25,000	\$0
COG & Rapid Five (NUC)	\$250,000	\$250,000		\$0	\$0	\$0
Greenways Branding ULI (NUC)	\$0	\$0		\$0	\$0	\$0
Brownfield Grant (NUC)	\$200,200	\$190,000		\$6,292	\$8	\$3,901
Planning & Sustainability (NUC)	\$0	\$0		\$0	\$0	\$0
<b>Subtotal Planning &amp; Sustainability</b>	<b>\$2,825,406</b>	<b>\$680,527</b>	<b>\$0</b>	<b>\$1,211,438</b>	<b>\$182,349</b>	<b>\$751,092</b>
<b>Residential Services</b>						
Columbia Gas Warm Choice	\$3,628,068	\$2,280,000		\$673,429	\$69,830	\$604,809
HWAP DOE/HHS	\$599,016	\$211,912		\$324,914	\$40,652	\$21,538
HWAP Enhancement 2019-2020	\$120,461	\$102,237		\$15,860	\$0	\$2,364
WDBCO Workforce Wx Training	\$16,000	\$0		\$0	\$16,000	\$0
Columbus Showerhead Program	\$3,235	\$0		\$1,997	\$0	\$1,238
Potential Home Energy Funding (NUC)	\$156,643	\$0		\$0	\$156,643	\$0
FC Urgent Home Repair	\$966,757	\$632,488		\$183,613	\$36,815	\$113,840
FHLB Grant	\$753,600	\$534,394		\$96,982	\$62,095	\$60,129
Franklin County HAB	\$7,788	\$0		\$4,190	\$1,000	\$2,598
Issuer Fees	\$7,254	\$0		\$4,478	\$0	\$2,776
COCIC Home Repair for Wx deferrals	\$379,809	\$316,550		\$8,184	\$50,000	\$5,074
NSP Mortgages Forgiven	\$7,925	\$0		\$0	\$7,925	\$0
Potential Housing Funding (NUC)	\$25,000	\$0		\$0	\$25,000	\$0
<b>Subtotal Residential Services</b>	<b>\$6,671,556</b>	<b>\$4,077,581</b>	<b>\$0</b>	<b>\$1,313,648</b>	<b>\$465,960</b>	<b>\$814,367</b>
<b>Dues &amp; Other Grants &amp; Programs</b>						
Dues	\$990,714	\$0	\$378,793	\$160,364	\$188,598	\$262,959
All Other	\$1,742,301	\$0		\$33,611	\$428,851	\$1,279,839
<b>Subtotal Dues &amp; Other Grants &amp; Programs</b>	<b>\$2,733,015</b>	<b>\$0</b>	<b>\$378,793</b>	<b>\$193,975</b>	<b>\$617,449</b>	<b>\$1,542,798</b>
<b>Less estimated turnover</b>						
<b>Total Grants and Programs</b>	<b>\$18,415,630</b>	<b>\$5,453,108</b>	<b>\$378,793</b>	<b>\$5,347,355</b>	<b>\$2,498,578</b>	<b>\$4,737,797</b>

**Mid-Ohio Regional Planning Commission**  
**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**January 1, 2021 - December 31, 2021**

		ESTIMATED FY 2019	ACTUAL FY 2019	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2021
<b>EMPLOYEE WAGES</b>					
<b>Indirect Labor</b>					
Acct. #	Acct. Name				
4102	Executive Management	\$266,596	\$264,877	\$1,719	\$284,131
4102	Finance	\$379,857	\$364,166	\$15,691	\$374,011
4102	Information Systems	\$298,378	\$262,241	\$36,137	\$287,551
4102	Human Resources & Admin.	\$123,753	\$165,663	(\$41,910)	\$128,626
4102	Communications & Engagement	\$318,383	\$272,432	\$45,951	\$266,512
4102	Contracts & Proposal	\$41,891	\$6,560	\$35,331	\$44,402
4102	Agency Administratives	\$0	\$0	\$0	\$19,196
	Estimated Turnover/ Soft Funding	(\$5,612)	\$0	(\$5,612)	\$ (46,097)
<b>Subtotal - Indirect Labor</b>		\$1,423,246	\$1,335,939	\$87,307	\$1,358,334
<b>Direct Labor</b>					
Acct. #	Acct. Name				
4101	Residential Services	\$1,021,956	\$850,168	\$171,788	\$831,422
4101	Transportation & Infrastructure	\$1,282,538	\$1,281,038	\$1,500	\$1,219,809
4101	Planning & Sustainability	\$828,109	\$659,149	\$168,960	\$766,734
4101	Data & Mapping	\$453,865	\$369,075	\$84,790	\$443,668
4101	Member Dues	\$200,229	\$216,585	(\$16,356)	\$268,435
4101	Other Grants & Programs	\$16,625	\$27,148	(\$10,523)	\$21,273
	Estimated Turnover/Soft Funding	(\$283,777)	\$0	(\$283,777)	\$ (162,787)
<b>Subtotal - Direct Labor</b>		\$3,519,545	\$3,403,163	\$116,382	\$3,388,553
<b>TOTAL EMPLOYEE WAGES</b>		\$4,942,791	\$4,739,102	\$203,689	\$4,746,887

**Mid-Ohio Regional Planning Commission**  
**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**January 1, 2021 - December 31, 2021**

		ESTIMATED FY 2019	ACTUAL FY 2019	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2021
<b>FRINGE BENEFITS COST CENTER</b>					
<b>Paid Leave</b>					
Acct. #	Acct. Name				
4104	PTO	\$275,297	\$336,600	(\$61,303)	\$ 215,067
4105-4108	Holiday, Military, Jury, Maternity, etc.	\$240,584	\$210,674	\$29,910	\$ 222,377
4103	Serious Illness	\$7,500	\$0	\$7,500	\$ 5,000
4103	Sick	\$32,250	\$35,668	(\$3,418)	\$ 15,000
4103	Termination Sick Leave	\$8,114	(\$6,193)	\$14,307	\$ 5,500
4121	Change in Annual Leave Carryover	\$183,531	\$179,314	\$4,217	\$ 232,232
<b>Subtotal - Paid Leave</b>		\$747,276	\$756,063	(\$8,787)	\$695,175
<b>Other Fringe Benefits</b>					
Acct. #	Acct. Name				
4305	OPERS	\$777,335	\$756,467	\$20,868	693,808
4320	Workers' Compensation	\$69,419	\$62,061	\$7,358	64,646
4310	Unemployment Compensation	\$17,712	\$8,880	\$8,832	19,440
4315	Medicare Taxes	\$80,510	\$74,295	\$6,215	71,859
4201	Group Medical Insurance	\$1,192,948	\$1,180,681	\$12,267	1,112,448
4220	Group Life Insurance	\$2,414	\$2,465	(\$51)	2,251
4205	Group Dental Insurance	\$60,508	\$59,874	\$634	56,425
4210	Group Optical Insurance	\$11,104	\$11,034	\$70	10,355
4215	Group Prescription Insurance	\$225,619	\$223,275	\$2,344	210,394
4225	Group EAP Insurance	\$42,967	\$44,726	(\$1,759)	40,068
4230	Employee Cost Share	(\$368,881)	(\$350,309)	(\$18,572)	(352,652)
4131	Healthcare Incentives Earned	\$20,000	\$6,837	\$13,163	5,000
4325	Other Insurance - ST & LT Disability	\$45,000	\$48,152	(\$3,152)	48,000
4202	Benefits Administrative Fee	\$73,704	\$73,098	\$606	68,731
	Fringe Benefit Consultant for HC Exploration	\$5,000	\$0	\$5,000	-
	Estimated Turnover Reduction of Fringe	(\$92,759)	\$0	(\$92,759)	(\$113,324)
	<b>Prior Year Rate Adjustment</b>	\$6,373	\$6,373	\$0	\$120,574
<b>Subtotal - Other Fringe</b>		\$2,168,973	\$2,207,909	(\$38,936)	\$2,058,023
<b>TOTAL FRINGE BENEFITS</b>		\$2,916,249	\$2,963,972	(\$47,723)	\$2,753,198

**Mid-Ohio Regional Planning Commission**  
**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**January 1, 2021 - December 31, 2021**

		ESTIMATED FY 2019	ACTUAL FY 2019	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2021
<b>INDIRECT COST CENTER - NON-LABOR</b>					
Acct. #	Acct. Name				
5001-5009	Materials and Supplies	\$80,320	\$101,618	(\$21,298)	\$60,860
5015-5115	Services and Charges	\$503,298	\$557,467	(\$54,169)	\$577,692
5205-5225	Rent, Utilities & Operating Lease	\$416,815	\$320,810	\$96,005	\$464,479
various	Other General Overhead	\$48,582	\$72,791	(\$24,209)	\$52,205
	Prior Year Rate Adjustment	(\$111,018)	(\$111,018)	\$0	\$18,029
<b>TOTAL INDIRECT COSTS - NON-LABOR</b>		<u>\$937,997</u>	<u>\$941,668</u>	<u>(\$3,671)</u>	<u>\$1,173,265</u>



**Mid-Ohio Regional Planning Commission**  
**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**January 1, 2021 - December 31, 2021**

		ESTIMATED FY 2019	ACTUAL FY 2019	VARIANCE (OVER BUDGET) UNDER BUDGET	ESTIMATED FY 2021
<b>FRINGE BENEFIT COST RATE CALCULATION</b>					
TOTAL FRINGE BENEFITS	<b>A</b>	\$2,916,249	\$2,963,972		\$2,753,198
TOTAL EMPLOYEE WAGES	<b>B</b>	\$4,942,791	\$4,739,102		\$4,746,887
<b>FRINGE BENEFIT COST RATE</b>		<b>59.00%</b>	<b>62.54%</b>	<b>A ÷ B</b>	<b>58.00%</b>
<b>FRINGE BENEFIT COST RECOVERY COMPARISON</b>					
<b>FY 2019</b>					
Should have recovered in fiscal year	+		\$2,128,437	Actual DL * Actual Fringe Rate	
Amount actually recovered in fiscal year	-		\$2,007,868	Actual DL * Estimated Fringe Rate	
Prior Year Net (Over) / Under Recovery	+		\$6,373		
Prior Year (Over) / Under Recovery Posted to Cost Center	-		\$6,373		
(Over) / Under Recovery of Fringe Benefits	=		\$120,569		
<b>FRINGE BENEFITS COST DISTRIBUTION</b>					
INDIRECT LABOR FRINGE BENEFITS		\$839,716	\$835,535		\$787,835
DIRECT LABOR FRINGE BENEFITS		\$2,076,533	\$2,128,437		\$1,965,363
TOTAL FRINGE BENEFITS		\$2,916,249	\$2,963,972		\$2,753,198
<b>INDIRECT COST RATE CALCULATION</b>					
INDIRECT LABOR		\$1,423,246	\$1,335,939		\$1,358,334
INDIRECT FRINGE BENEFITS		\$839,716	\$835,535		\$787,835
OTHER INDIRECT COSTS		\$937,997	\$941,668		\$1,173,265
TOTAL INDIRECT COSTS	<b>A</b>	\$3,200,959	\$3,113,142		\$3,319,433
DIRECT LABOR		\$3,519,545	\$3,403,163		\$3,388,553
DIRECT LABOR FRINGE BENEFITS		\$2,076,533	\$2,128,437		\$1,965,363
TOTAL DIRECT LABOR + DL FRINGE BENEFITS	<b>B</b>	\$5,596,078	\$5,531,600		\$5,353,916
<b>INDIRECT COST RATE</b>		<b>57.20%</b>	<b>56.28%</b>	<b>A ÷ B</b>	<b>62.00%</b>
<b>INDIRECT COST RECOVERY COMPARISON</b>					
<b>FY 2019</b>					
Should have recovered in fiscal year	+		\$3,113,142	Actual DLFB * Actual Indirect Rate	
Amount actually recovered in fiscal year	-		\$3,095,112	[ Actual DL + (DL * Estimated Fringe Rate) ] * Estimated Indirect Rate	
Prior Year Net (Over) / Under Recovery	+		(\$111,018)		
Prior Year (Over) / Under Recovery Posted to Cost Center	-		(\$111,018)		
(Over) / Under Recovery of Indirect Costs	=		\$18,030		
<b>SUMMARY</b>					
		ESTIMATED FY 2019	ACTUAL FY 2019		ESTIMATED FY 2021
FRINGE BENEFIT COST RATE		59.00%	62.54%		58.00%
INDIRECT COST RATE		57.20%	56.28%		62.00%

**Actual Indirect Costs, Allocations, Rates & Carry-forward Variances  
2010 - 2019**

	Period		Allocation Rate	Allocated Cost	Actual Cost	(Under)/Over Allocated	Actual Rate	Actual Direct Labor + Fringe Benefit
	From	To						
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
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-	12/31/17	54.50%	2,645,585	2,534,567	111,018	52.14%	4,860,655
<b>Underabsorption of Indirect Costs From CY10 through CY17</b>				<b>18,834,128</b>	<b>18,840,138</b>	<b>(6,010)</b>		<b>35,913,617</b>
<b>Unamortized:</b>								
CY 18	01/01-	12/31/18	55.00%	2,719,557	2,696,146	23,411	54.58%	4,939,915
CY 19	01/01-	12/31/19	57.20%	3,095,110	3,113,139	(18,029)	56.28%	5,531,603
<b>Total Unamortized, prior to adjustment</b>				<b>\$5,814,667</b>	<b>\$5,809,285</b>	<b>\$5,382</b>	<b>55.48%</b>	<b>\$10,471,518</b>
<b>Total</b>				<b>\$24,648,795</b>	<b>\$24,649,423</b>	<b>(\$628)</b>	<b>53.14%</b>	<b>\$46,385,135</b>
Total (Under)/Over Absorbed through 12/31/2019, prior to adjustment						(628)		
Adjustment (1)						3,026		
<b>Total (Under)/Over Absorbed through 12/31/2019, prior to adjustment</b>						<b>\$2,398</b>		

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

**Mid-Ohio Regional Planning Commission  
Total Actual Fringe Benefit Costs  
2010 - 2019**

<b>Period</b>		<b>Direct</b>	<b>Indirect</b>	<b>Total (1)</b>
<b>From</b>	<b>To</b>			
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
01/01-	12/31/2018	1,868,707	685,194	2,553,901
01/01-	12/31/2019	2,128,440	835,532	2,963,972
<b>Totals</b>		<b>17,753,941</b>	<b>6,037,789</b>	<b>23,791,730</b>

(1) Per Audited Comprehensive Annual Financial Reports

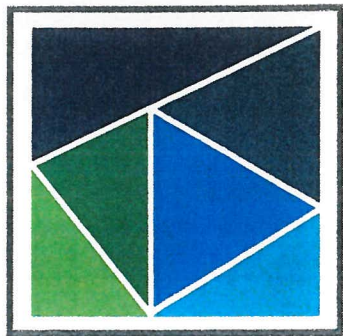
**Mid-Ohio Regional Planning Commission**  
**Direct Labor Fringe Benefits**  
**2010 - 2019**

	Period	Fixed Allocation	Allocated	Actual	(Under) Over	FINAL Actual	Actual DL Wages
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
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>Underabsorption of Fringe Benefits Costs From CY10 through CY17</b>			<b>13,440,812</b>	<b>13,756,794</b>	<b>(315,982)</b>	<b>62.09%</b>	<b>22,156,814</b>
<b>Unamortized:</b>							
CY 18	01/01- 12/31/2018	61.00%	1,873,437	1,868,707	4,730	60.85%	3,071,208
CY 19	01/01- 12/31/2019	59.00%	2,007,866	2,128,440	(120,574)	62.54%	3,403,163
<b>Total Unamortized, prior to adjustment</b>			<b>\$3,881,303</b>	<b>\$3,997,147</b>	<b>(\$115,844)</b>	<b>61.74%</b>	<b>\$6,474,371</b>
<b>Total</b>			<b>\$17,322,115</b>	<b>\$17,753,941</b>	<b>(431,826)</b>	<b>62.01%</b>	<b>\$28,631,185</b>
Total (Under)/Over Absorbed through 12/31/2019, prior to adjustment					(\$431,826)		
Adjustment (1)					107,114		
<b>Total (Under)/Over Absorbed through 12/31/2019, prior to adjustment</b>					<b>(\$324,712)</b>		

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

**Mid-Ohio Regional Planning Commission**  
**Fringe Benefits History by Calendar Year**  
**2010 - 2019**

	2010	2011	2012	2013	2014	2015	2016	2017	2018
<b>Wages Paid for Time Worked</b>	\$3,510,704	\$3,587,482	\$3,542,273	\$3,725,614	\$3,876,774	\$3,506,650	\$3,757,453	\$3,915,760	\$4,197,293
<b>Group &amp; Disability Insurance, Contribution in Lieu of Medical Insurance</b>	\$884,001	\$970,208	\$991,423	\$1,090,881	\$1,224,600	\$1,073,072	\$1,338,318	\$1,259,215	\$1,351,053
Fringe Rate	25.18%	27.04%	27.99%	29.28%	31.59%	30.60%	35.62%	32.16%	32.19%
<b>Workers' Compensation</b>	\$28,298	\$27,643	\$31,256	\$5,644	\$40,544	\$59,791	\$38,627	\$141,459	\$44,388
Fringe Rate	0.81%	0.77%	0.88%	0.15%	1.05%	1.71%	1.03%	3.61%	1.06%
<b>PERS, Unemploy. &amp; Medicare</b>	\$703,032	\$699,883	\$634,694	\$669,021	\$701,013	\$636,863	\$670,151	\$702,265	\$751,164
Fringe Rate	20.03%	19.51%	17.92%	17.96%	18.08%	18.16%	17.84%	17.93%	17.90%
<b>PTO (Vacation)</b>	\$246,212	\$263,499	\$254,683	\$268,396	\$284,026	\$248,577	\$228,041	\$240,475	\$288,716
Fringe Rate	7.01%	7.34%	7.19%	7.20%	7.33%	7.09%	6.07%	6.14%	6.88%
<b>PTO (Vacation) Carryover</b>	\$45,440	\$56,561	\$51,815	\$67,770	\$88,982	\$90,334	\$80,989	\$170,042	\$163,057
Fringe Rate	1.29%	1.58%	1.46%	1.82%	2.30%	2.58%	2.16%	4.34%	3.88%
<b>Sick Leave</b>	\$86,856	\$92,481	\$103,539	\$110,955	\$126,308	\$121,342	\$77,800	\$37,840	\$45,905
Fringe Rate	2.47%	2.58%	2.92%	2.98%	3.26%	3.46%	2.07%	0.97%	1.09%
<b>Separation Sick Leave</b>	\$24,312	\$29,429	\$31,410	\$24,934	\$23,066	\$9,944	\$0	(\$5,620)	(\$9,610)
Fringe Rate	0.69%	0.82%	0.89%	0.67%	0.59%	0.28%	0.00%	-0.14%	-0.23%
<b>Holidays &amp; Other</b>	\$55,536	\$109,203	\$170,313	\$171,562	\$201,836	\$187,700	\$192,288	\$194,198	\$213,382
Fringe Rate	1.58%	3.04%	4.81%	4.60%	5.21%	5.35%	5.12%	4.96%	5.08%
<b>Cost Sharing</b>	(\$124,591)	(\$134,655)	(\$133,547)	(\$145,340)	(\$147,260)	(\$157,001)	(\$214,768)	(\$264,555)	(\$294,154)
Fringe Rate	-3.55%	-3.75%	-3.77%	-3.90%	-3.80%	-4.48%	-5.72%	-6.76%	-7.01%
Subtotal	\$1,949,096	\$2,114,252	\$2,135,586	\$2,263,823	\$2,543,114	\$2,270,622	\$2,411,446	\$2,475,319	\$2,553,901
<b>Actual Fringe Rate</b>	55.52%	58.93%	60.29%	60.76%	65.60%	64.75%	64.18%	63.21%	60.85%



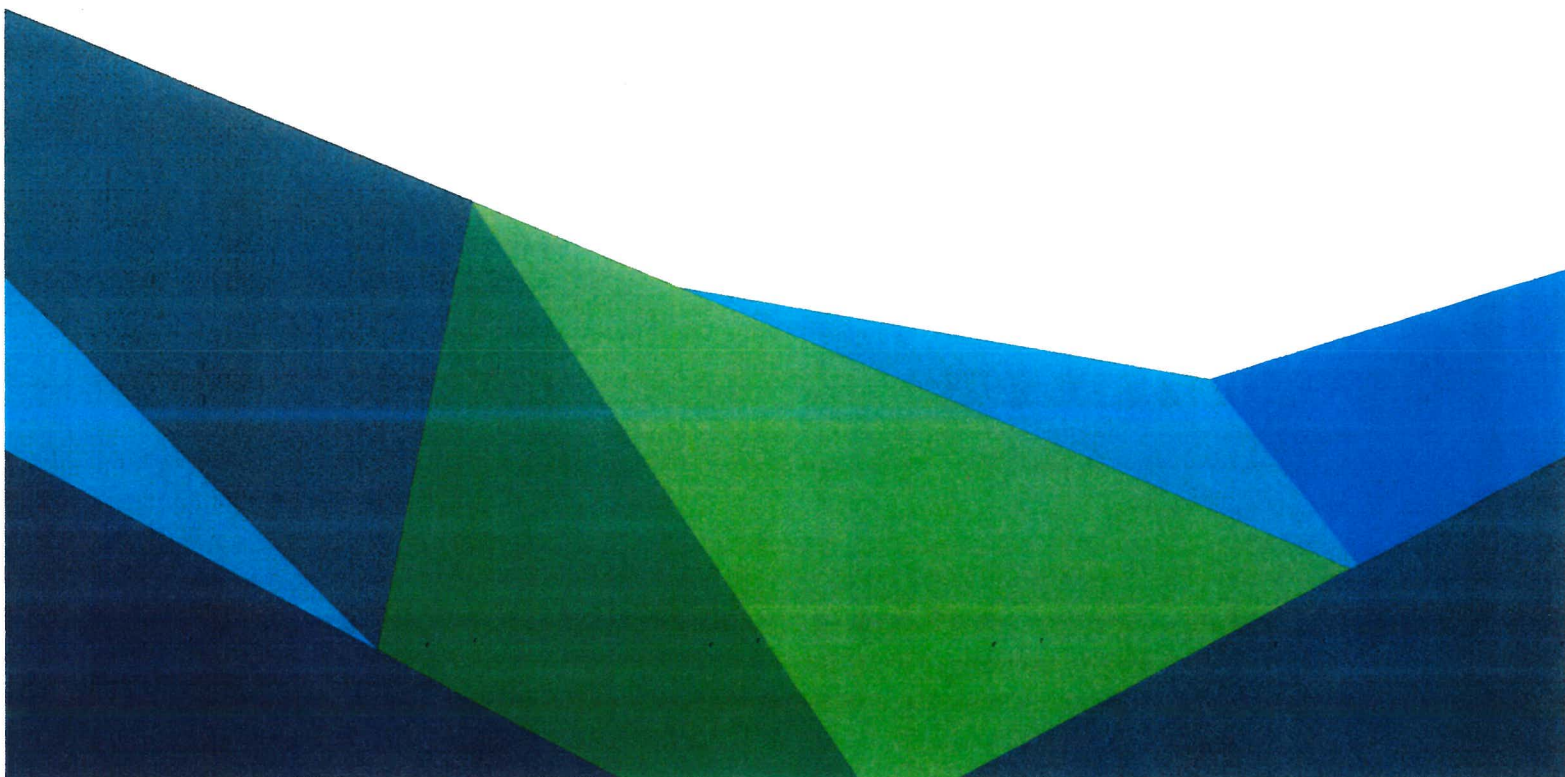
MID-OHIO REGIONAL  
**MORPC**  
PLANNING COMMISSION

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## **APPENDIX C**

### **FINANCIAL INFORMATION**

## CENTRAL OHIO RURAL PLANNING ORGANIZATION

## FISCAL YEAR 2022 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>								
60192-3000 Short Range Planning	\$32,000	\$4,000	\$4,000	\$40,000	\$1,400	\$0	\$0	\$0
Wages	\$12,064	\$1,508	\$1,508	\$15,080				
Fringes	\$6,997	\$875	\$875	\$8,747				
Other Direct	\$1,120	\$140	\$140	\$1,400				
Indirect	\$11,818	\$1,477	\$1,477	\$14,773				
Total	\$32,000	\$4,000	\$4,000	\$40,000				
<b>602 Transportation Improvement Program</b>								
60292-3000 Transportation Improvement Program (TIP) & Implementation	\$24,000	\$3,000	\$3,000	\$30,000	\$1,100	\$0	\$0	\$0
Wages	\$9,033	\$1,129	\$1,129	\$11,291				
Fringes	\$5,239	\$655	\$655	\$6,549				
Other Direct	\$880	\$110	\$110	\$1,100				
Indirect	\$8,848	\$1,106	\$1,106	\$11,060				
Total	\$24,000	\$3,000	\$3,000	\$30,000				
<b>605 Continuing Planning - Surveillance</b>								
60592-3000 Data and Analysis	\$30,887	\$3,861	\$3,861	\$38,609	\$1,400	\$0	\$0	\$0
Wages	\$11,630	\$1,454	\$1,454	\$14,537				
Fringes	\$6,745	\$843	\$843	\$8,431				
Other Direct	\$1,120	\$140	\$140	\$1,400				
Indirect	\$11,392	\$1,424	\$1,424	\$14,240				
Total	\$30,887	\$3,861	\$3,861	\$38,609				
<b>610 Long Range Planning</b>								
61092-3000 Long-Range Multimodal Transportation Planning	\$56,000	\$7,000	\$7,000	\$70,000	\$2,500	\$0	\$0	\$0
Wages	\$21,097	\$2,637	\$2,637	\$26,371				
Fringes	\$12,236	\$1,530	\$1,530	\$15,295				
Other Direct	\$2,000	\$250	\$250	\$2,500				
Indirect	\$20,667	\$2,583	\$2,583	\$25,833				
Total	\$56,000	\$7,000	\$7,000	\$70,000				
<b>SUMMARY</b>								
Wages	\$53,824	\$6,728	\$6,728	\$67,280				
Fringes	\$31,218	\$3,902	\$3,902	\$39,022				
Other Direct	\$5,120	\$640	\$640	\$6,400				
Indirect	\$52,726	\$6,591	\$6,591	\$65,907				
<b>TOTAL PROGRAM BUDGET</b>	<b>\$142,887</b>	<b>\$17,861</b>	<b>\$17,861</b>	<b>\$178,609</b>	<b>\$6,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\*Some totals may not be exact due to rounding

\*\*Fringe benefits are calculated at 58% of wages.

SFY 2021 Carryover

SFY 2022 Planning Funds

TOTAL

\$	-
	\$178,609
\$	178,609



## **APPENDIX E**

### **RESOLUTIONS ACCEPTING THE PLANNING WORK PROGRAM FOR 2022**

**Resolution 1-21: “Addoption of the CORPO  
Fiscal Year 2022 Planning Work Program”**

**TO BE INCLUDED IN FINAL VERSION**

## **APPENDIX F**

### **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.

Niel Jurist  
Director of Communications & Engagement  
[njurist@morpc.org](mailto:njurist@morpc.org)  
614-233-4126

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. Yes

<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 2020 self-certification resolution and will be included in the 2021 self certification. <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 Transportation Public Involvement Plan](#)

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.
- iv. Targeted fliers distributed in particular neighborhoods - We work with the City of Columbus, Department of Neighborhoods to distribute information and fliers to particular neighborhoods.
- v. 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.

Yes - Impact Community Action, Franklin County Jobs and Family Services, The Columbus Urban League, the NAACP, St. Stephens Community Center, Area Commissions, Civic Associations & Neighborhood groups, Community Shelter Board, Community Refugee & Immigration Services and more.

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/brochures, 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 trainings. See below.**
  - iii. Other (Please explain) - **We provide Diversity, Equity & Inclusion (DE&I) trainings, and elements from Title VI are included.**
25. How often are Title VI trainings conducted? **Annually, as part of our diversity trainings.**
26. How many staff were trained on Title VI this year? **Included with the implicit bias training, 80 employees. Included with our DE&I trainings, 65 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's 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 Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP), respectively. Title VI considerations in public involvement are documented in the "Transportation Public Involvement Plan" and in the appendix of the MTP 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.

Ralonda Hampton, Diversity, Inclusion and Engagement Officer, [rhampton@morpc.org](mailto:rhampton@morpc.org). 614-233-4157  
(2/16/21)

Nick Gill, Assistant Director, Transportation & Infrastructure Development, [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. **No**
34. Would your organization like Title VI training or other Civil Rights technical assistance from ODOT? If yes, please explain. Yes - We have a new employee who would be interested in the Title VI Training. Her name is Ralonda Hampton and e-mail is [rhampton@morpc.org](mailto:rhampton@morpc.org).



**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, gender or sex (including pregnancy, gender identification or expression, and sexual orientation), gender identity or expression, age (including federally protected 40 years or older), disability or other handicap, genetic information, marital/familial status, military status (past, present or future), limited English proficiency, medical conditions, 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 Act of 1988, 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 any felony;
- 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, upon reasonable notice, 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, gender or sex (including pregnancy, gender identification or expression, and sexual orientation), national origin (ancestry), disability or other handicap, genetic information, age (including federally protected 40 years or older), military status (past, present, or future), creed, gender identification, marital/familial status, limited English proficiency, medical conditions, or status with regard to public assistance. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 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, gender or sex (including pregnancy, gender identification or expression, and sexual orientation), national origin (ancestry), disability or other handicap, genetic information, age (including federally protected 40 years or older), military status (past, present, or future), creed, gender identification, marital/familial status, limited English proficiency, medical conditions, 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, gender or sex (including pregnancy, gender identification or expression, and sexual orientation), age (including federally protected 40 years or older), disability or other handicap, low-income status, limited English proficiency, religion, genetic information, gender identification, creed, military status (past, present, or future), medical conditions, 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, gender or sex (including pregnancy, gender identification or expression, and sexual orientation), age (including federally protected 40 years or older), disability or other handicap, low-income status, limited English proficiency, genetic information, gender identification, creed, military status (past, present, or future), medical conditions, 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)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 ff)

**[Note: ODOT provides the DBE goal for each contract funded by federal transportation dollars. The project manager should work with the DBE Coordinator, Nick Gill, to contact the 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 2019-11D, (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. 32971 between MORPC and ODOT (MORPC Contract No. R60110). 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

**§28. Signatures.**

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

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

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

**Mid-Ohio Regional Planning Commission**

\_\_\_\_\_

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

William Murdock, AICP  
Executive Director

**Company Name**

\_\_\_\_\_

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

**Name**  
**Title**

MORPC Chief of Staff &  
Director of Operations

\_\_\_\_\_  
Shawn P. Hufstедler

## 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:** ☐ Black American  
☐ 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:** ☐ Black American  
☐ 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:** ☐ Black American  
☐ 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](http://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: \_\_\_\_\_

(Contact person in contract)

MORPC Contract #: \_\_\_\_\_

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

PROJECT COSTS							
Consultant:							
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!
Other Direct Costs					\$0.00	\$0.00	#DIV/0!
Consultant Description of Work Completed this Invoice Period:							
<u>Subcontractors</u>							
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:							
Total for Subcontractor(s):							
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total for Consultant & Subcontractor(s):							
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!

☐ Final Payment Request?



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