

## **1.0 Introduction**

### **1.1 What is an MPO?**

Metropolitan Planning Organizations (MPOs) were established by federal law in the 1960s through the Federal-Aid Highway Act that created planning commissions for urban areas that had a population of fifty-thousand or more. MPOs were instituted to ensure that the “3-C” transportation planning process, which must be continuing, cooperative and comprehensive, is carried out among various agencies and local jurisdictions located in a region. Entities involved in the 3-C process include state and local highway departments, airport authorities, rail operators, transit authorities, and private providers of public transportation that affect local area travel demand. MPOs like Eastgate Regional Council of Governments do not typically operate the transportation system they serve, but rather are responsible for implementing the transportation project priorities that are identified through consensus-building.

#### **What is Eastgate?**

Eastgate Regional Council of Governments (hereafter referred to as Eastgate) is the MPO for the urban area of Mahoning and Trumbull counties, or Youngstown, OH-PA. Eastgate is funded by a variety of funding sources including federal grants from the U.S. Department of Transportation’s Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), the Ohio Department of Transportation (ODOT), as well as local member governments. Eastgate is governed by a policy board, the General Policy Board (GPB), that is comprised of representatives from local governments and transportation entities. The GPB is assisted by Eastgate staff, the Technical Advisory Committee (TAC) and the Citizens Advisory Board that prepare studies and technical assessments, facilitate public input, and foster interagency coordination.

Eastgate was originally founded in 1973, because of the Highway Act of 1962, which required the formation of Metropolitan Planning Organizations for urbanized areas of 50,000 people or more (commuter-sheds) to ensure regional cooperation in transportation planning. Composed of local elected officials and state agency representatives, MPOs like Eastgate are tasked with achieving regional agreement on transportation investments, including highway and transit projects in Mahoning and Trumbull counties.

Eastgate brings communities together to create a unified voice in areas such as transportation, water and air quality, land use planning, and local infrastructure projects. Eastgate is directly responsible for a variety of federal, state, and local planning and project implementation programs.

Eastgate has administered numerous programs over its history, including air quality, comprehensive, energy, environmental, economic, historic preservation, housing, facility, solid waste and transportation planning. Today, Eastgate wears numerous hats as an MPO and Council of Governments (COG). As established in Section 167.01 of the Ohio Revised Code, Eastgate as a COG is the agency designated or recognized for many functions including water quality planning, air quality planning, a Local Development District (LDD), an Economic Development District (EDD), a Public Works Integrating Committee (District 6), and clearinghouse for state and federal funds.

In addition to economic, comprehensive, environmental, and transportation planning, Eastgate administers funding from the Appalachian Regional Commission (ARC), Economic Development Administration (EDA), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Governor's Office of Appalachia, and Ohio Public Works Commission (OPWC).

### **Federal Certification of Eastgate**

Federal regulations require that the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) of the U.S. Department of Transportation jointly review and evaluate the transportation planning process carried out by MPO's in areas with an urbanized area population of 200,000 or more people, no less than every four years.

Eastgate was last reviewed and certified by the FHWA Ohio Division Office and Region V Chicago Office of the FTA in 2016. That certification review was comprised of a desk review, an on-site visit, and a public involvement opportunity hosted by FHWA and FTA.

## **1.2 About the Transportation Planning Prospectus**

The Transportation Planning Prospectus presents an overview of the Eastgate MPO, its organizational structure and responsibilities, and the procedures used to carry out the federally-mandated transportation planning process in the Mahoning Valley. The prospectus also provides a summary of other agencies involved in regional planning activities and includes the Organizational Bylaws of the MPO's governing body known as the General Policy Board.

The planning process is periodically updated to account for ever-changing federal regulations, advancements in technology, and shifts in national and local community priorities. As such, this document replaces the previous prospectus. This prospectus may be updated at any time following the formal adoption of or revisions to MPO plans and programs by the General Policy Board. Amendments to the Organizational Bylaws of the General Policy Board, contained in this prospectus, must be adopted by the General Policy Board according to the procedures outlined in said Bylaws.

## **1.3 Eastgate Planning Documents**

To carry out its responsibilities, Eastgate produces three major work products: A Metropolitan Transportation Plan (MTP), a Transportation Improvement Program (TIP), and a Unified Planning Work Program (UPWP). The MPO also produces this document, the Transportation Planning Prospectus, to provide further detail on Eastgate's organizational structure and planning process, and a Public Participation Process (PPP) to help communicate to partners and the public opportunities for involvement in the development of MPO products. All plans and programs are available on the Eastgate website at [eastgatecog.org](http://eastgatecog.org)

### **Metropolitan Transportation Plan**

The MTP, documents the planning process carried out by Eastgate and its partners, identifying strategies and projects to maintain and improve the transportation system over a twenty-year horizon. The MTP, per federal law, must include both long-range and short-range program strategies that lead to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. It is developed through four key steps: identifying trends and forces

shaping the region, working with the public stakeholders to develop a collective vision and goals for regional development, then recommending strategies to help achieve the vision. The MTP provides the basis for how federal transportation funding is spent to improve surface transportation such as roads, bridges, and transit operations. The MTP must be fiscally constrained, meaning proposed projects cannot exceed projected funding.

### **Transportation Improvement Program**

The Transportation Improvement Program (TIP) provides a comprehensive list of transportation improvements for our area's highway, bridge, non-motorized, and transit systems. These improvements are developed to promote and safeguard the environment and overall public health and safety by maintaining clean air standards and providing transportation improvements and enhancements geared to improve the quality of life throughout our area.

Specifically, the TIP consists of improvements developed within the overall goals and objectives of the transportation plans and transportation planning process. It reflects the priorities of the implementing agencies, while staying within the funding constraints for the programming period. TIP projects are drawn directly from Eastgate's 2040 MTP Update. In general, the TIP must do the following:

- Be developed for each metropolitan area, by the MPO in cooperation with the Ohio Department of Transportation and transit operators. All projects identified in the document are utilizing Title 23 or Federal Transit Administration funds unless stated otherwise.
- Be approved by the MPO and the Governor of Ohio and shall allow for a reasonable opportunity for public comment prior to approval.

Preparation of the TIP involves cooperation from all levels of government and citizen participation. Eastgate's Technical Advisory Committee (TAC) and Citizens Advisory Board (CAB) review and recommend the TIP to the General Policy Board (GPB), Eastgate's decision making body. Project review meetings are held on a regular basis with representatives from ODOT and Eastgate, as well as officials from the county, city, township, village, or transit authority. The purpose of review meetings is to discuss the status and resolve issues affecting individual highway, non-motorized, or transit projects.

### **Unified Planning Work Program**

The Eastgate Unified Planning Work Program (UPWP) was prepared in conformance with the provisions as defined in Federal regulations 23 CFR Part 450, Planning Assistance and Standards, of the Federal Highway Administration and the Federal Transit Administration, and is consistent with local, state, and federal objectives and policies. Eastgate, through its UPWP, annually develops and documents all Eastgate's transportation related planning activities, work strategies, planning programs, products, and the financial and functional responsibilities of all participating agencies and transportation staff within a given program year. The core planning program activities are financed through the Ohio Consolidated Planning Grant (CPG). The CPG is financed with a combination of FHWA metropolitan planning (PL) and Federal Transit Agency (FTA) 5303 planning funds.

## **1.6 Statewide Transportation Planning & Programming**

While the primary purpose of Eastgate is to provide coordinated long and short-term transportation planning within the Mahoning Valley, The Ohio Department of Transportation (ODOT) performs both long and short-term planning across the entire state, taking a lead in rural areas, and working with MPOs.

Federally-mandated transportation planning and programming responsibilities in Ohio fall to the 17 MPOs and ODOT. For rural areas that fall outside of the MPO boundaries, ODOT works through ODOT District offices and rural transportation planning organizations (RTPOs) to establish priorities for state and federal transportation funding.

### **Long Range Transportation Plan**

Access Ohio 2040, ODOT's Long Range Transportation Plan (LRTP), is an important document for the department and its stakeholders, as the plan allows ODOT to make key long-term funding and policy decisions about transportation investments through Ohio. The LRTP brings together the needs for all modes of transportation, including rail, transit, ports and waterways, aviation, and pedestrians and bicycles, in addition to highways.

### **State Transportation Improvement Program (STIP)**

As part of the federal requirements for transportation planning, ODOT develops a four-year short-term improvement program called the Statewide Transportation Improvement Program (STIP). To develop the STIP, ODOT works directly with the ODOT District Offices, RTPOs and MPOs throughout the state to determine project needs. For urban areas, the state participates in the metropolitan planning process to ensure the inclusion of state projects in the appropriate MPO TIP. Upon adoption, each project within the current Eastgate TIP will become a part of the larger STIP by reference.

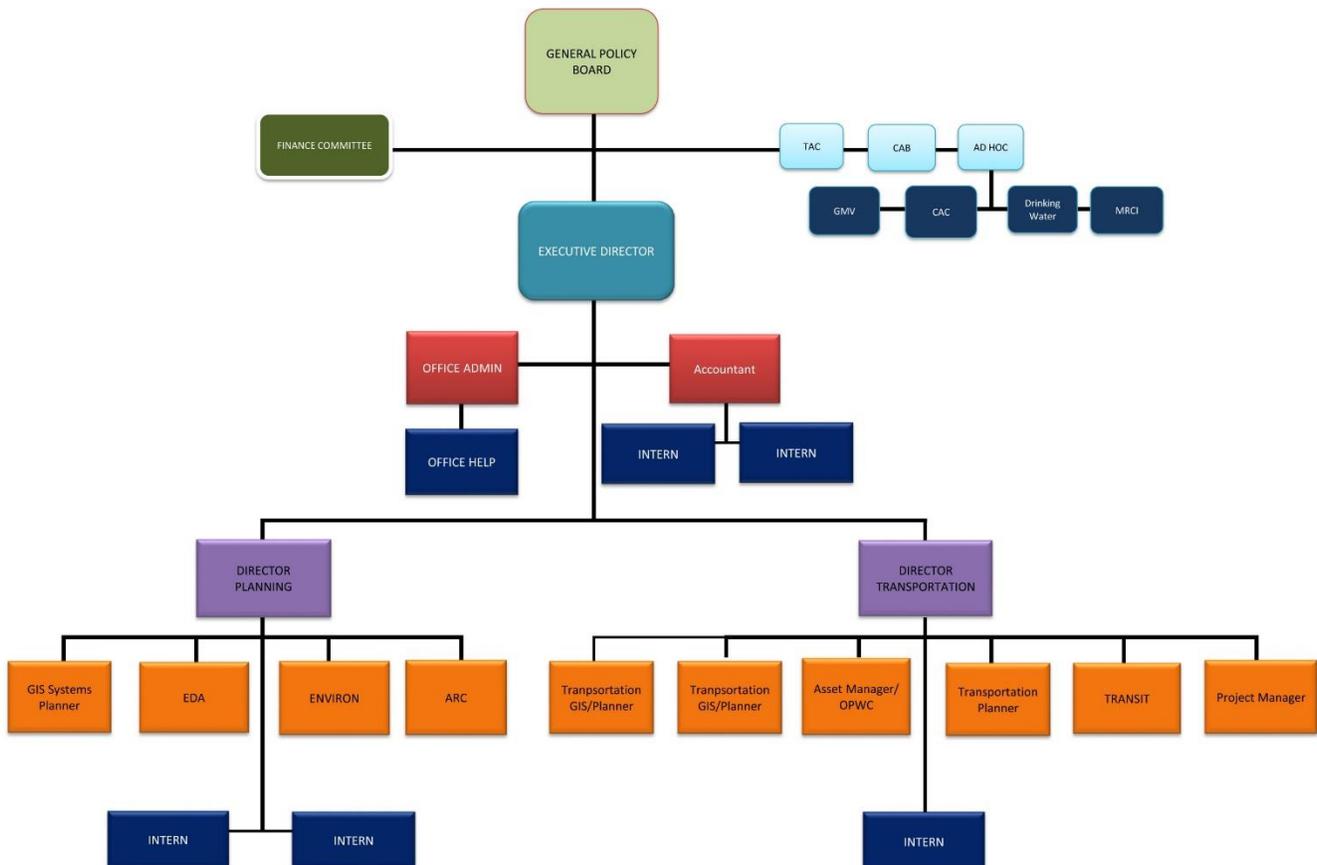
## **2.0 Organization & Management**

### **2.1 Organizational Structure**

The MPO's formal structure is comprised of a General Policy Board (GPB) which is advised primarily by a Transportation Planning Staff and a Technical Advisory Committee (TAC) along with a Citizens Advisory Board (CAB) as depicted in the figure below and described in the following sections.



EASTGATE REGIONAL COUNCIL OF GOVERNMENTS  
ORGANIZATIONAL CHART



## **General Policy Board**

The General Policy Board ultimately makes the critical regional planning and funding decisions that shape our region's future. Eastgate staff works for the Board, providing technical guidance and support. The Board is made of a mixture of elected officials and others from the region and meets four times a year.

## **Technical Advisory Committee**

The Technical Advisory Committee (TAC) is intended to provide a broad base of technical expertise for utilization by the General Policy Board. It may also be utilized by the Finance/Executive Committee, the Citizens Advisory Board, the agency Executive Director, and such ad hoc committees as it may create. Upon request of those bodies, the TAC may review, conduct investigations, and/or provide recommendations.

## **Citizens Advisory Board**

The Citizens Advisory Board, or CAB, provides a continuous forum for the public to participate in the regional planning and decision-making process. The CAB meets to learn about and discuss community topics. Each meeting includes a presentation and discussion on a topic related to the planning process, followed by updates on Eastgate's work program and community announcements. Eastgate utilizes feedback from the CAB to advance the development of projects, such as funding policies and transportation projects.

## **Finance/Executive Committee**

The Finance/Executive Committee of the agency shall meet on call of the General Policy Board Chair. Recommend to the General Policy Board the annual budget and work program. Adopt personnel rules and regulations. Review the auditor's annual audit report. Said report and review shall be transmitted to the General Policy Board for approval. Concurrence in the additions and deletions of staff positions. All contracts are to be reviewed by the Finance/Executive Committee. The Finance/Executive Committee will make recommendations to the General Policy Board as to the engagement of services relating to all contracts.

## **Ad Hoc Committees**

The Policy Board may allow the establishment of ad hoc committees to advise it as it sees fit. The membership, voting privileges, duties and committee rules will be stated by the Policy Board when creating them. Ad hoc committees will have no powers except the right to present their recommendations to the Policy Board for approval.

## **2.2 Sources of Funding**

### **Planning Activities**

The planning activities of Eastgate, like other MPO's across the nation, are primarily funded through grants from the federal Highway Administration (FHWA) and Federal Transit Administration (FTA) with non-federal matching funds provided by the state and local government members.

## Federal Transportation Planning Grants

Federal transportation planning grants are provided on an annual basis to cover the cost of MPO staffing and consultant services and must be applied to activities listed in the MPO's Unified Planning Work Program, which also serves as the MPO's annual operating budget.

- **FHWA Section 113 Metropolitan Planning (PL) Grant Program:** Federal PL funds are distributed by the FHWA to states according to a formula adopted by the U.S. Congress and are intended to assist MPOs in carrying out federal planning requirements. In Ohio, PL funds are divided into seventeen separate MPOs based on a formula agreed to by ODOT and the MPOs. The MPO is responsible for covering half of the required 20 percent non-federal match. ODOT provides the other half.
- **FTA Section 5303 Metropolitan Planning Grant Program:** Section 5303 funds are similar in nature to the PL grant program but are distributed out of the Federal Transit Administration (FTA). The MPO is responsible for covering half of the required 20 percent non-federal match. ODOT provides the other half.
- **FHWA State Planning and Research (CPG) Grant Program:** Ohio Consolidated Planning Grant (CPG) funds are distributed out of the FHWA for the purpose of assisting state department of transportation meet their federal planning requirements. The MPO is responsible for covering half of the required 20 percent non-federal match. ODOT provides the other half.

## Other Federal Funding

Federal regulations allow MPOs and their member jurisdictions to use other types of federal transportation grants to pay for planning activities. Typically, those funds come from the FHWA Surface Transportation Block Grant Program of the FTA Urban Transit Program and are intended to cover the cost of corridor or project level planning activities. In addition, the U.S. Department of transportation and other federal agencies periodically make available other grant programs that can be used for the purpose of carrying out regional planning activities. Those programs are typically administered on a competitive basis and require a formal application and proposal.

## Non-Federal Matching Funds

In most cases, federal grant funds require at least a 20 percent non-federal match. Matching funds are provided by city and county government members through annual membership dues. Additional contributions may be provided by MPO members, ODOT, or regional partners in order to cover special efforts or those that affect only a subset of the membership. The policy regarding membership dues is provided in Appendix %%.

## Transportation Improvement Projects

Federal funding used to cover the cost of the design, engineering, or construction of transportation projects, or the provision of public transit services, is programmed in the MPO's transportation Improvement Program and tracked separately from the MPO's operating budget for planning activities.

## 2.3 Governance & Decision-Making

## **Policy Direction and Plans Adoption**

The MPO structure places responsibility for policymaking and transportation planning and programming with the GPB. The GPB may act without recommendation from the TAC or CAB, provided reasonable time has been afforded to the committee to make a recommendation.

## **Administration and Staffing**

The Director of Transportation is responsible for on-going coordination, direction, and supervision of the metropolitan transportation planning process for the Eastgate area. Responsibilities include the supervision of MPO program staff, the coordination of transportation planning activities among participants in the area, and compliance with federal transportation legislation, regulations and requirements for metropolitan planning.

## **Implementation**

Members of the MPO who represent local governments, public transit operators, and state agencies are responsible for the implementation of all transportation plans and projects. Their representatives to the TAC are responsible for the dissemination of transportation policies and plans to the respective jurisdiction of agency professionals for application.

## **Eastgate Meetings**

General Policy Board meetings are scheduled for 10:00am the last Monday of each month, to review transportation planning activities and take necessary actions to conduct the business of the MPO. Meeting of the Finance/Executive Committee generally meet 1 hour prior to the scheduled GPB meeting. TAC meetings are scheduled for 10:00am the first Thursday of each month (except the month of August) and CAB meetings are scheduled for 6:00 pm on the first Thursday of the month (except August). For the GPB and TAC the Office Administrator is responsible for scheduling and coordinating meetings, assembling required data, preparing meeting agendas, recording proceedings of meetings and dissemination of proceedings. Also, distribution of meeting notices and agendas by e-mail and via MPO's website the week prior to the scheduled meetings. For the purposes of the CAB the Economic Development Program Manager is responsible for the same duties.

## **2.4 Public & Stakeholder Participation**

Public involvement is a critical element of all planning that is conducted by the MPO. Such involvement ensures that the planning process conforms to the goals, and objectives of the region. Eastgates Public Participation Process (PPP) provides guidelines for how public and interested stakeholders will be involved in the development of the regional transportation plan. Specifically, the MPO reaches out to the community through a variety of forums with the strategic objectives to engage a broad and diverse audience with efforts to target:

- The confirmation that stakeholders, interest groups, and the public can comment on transportation plans and programs,
- The ongoing early involvement of key stakeholders throughout the planning process,
- Personalizing public participation meetings and activities to obtain productive input,
- Expand visualization techniques to present transportation plans and programs,
- Publicize transportation plans and programs in electronic formats, alternative formats upon request, and on the agency's web site,

- To continue to develop relationships with local media, and
- To utilize social media.

## **3.0 Partnering Agencies**

### **3.1 Federal Agencies**

#### **Federal Highway Administration**

FHWA of the U.S. Department of Transportation is responsible for administering all federal-aid monies available for highway planning and implementation pursuant to the provisions of Title 23 United States Code. FHWA is responsible, through State Division Office, for issuing to the state all regulations and guidelines relative to expenditure of Federal-aid highway monies; monitoring all highway programming and implementation activities; and exercising fiscal control of all federal-aid highway expenditures through an annual audit.

#### **Federal transit Administration**

FTA of the U.S. Department of Transportation is responsible for administering all federal-aid monies available through grant allocation for public transportation planning, capital improvement, demonstration and operations pursuant to the provisions of Title 49, United State Code. The FTA through the Regional Office, is responsible for issuing to all grant recipient agencies and public transportation operators regulations and guidelines relative to expenditure of Federal Transit funds, monitoring public transportation planning and demonstration projects, and exercising fiscal controls.

### **3.2 State Agencies**

#### **Ohio Department of Transportation**

ODOT is the state agency responsible for managing, operating, and maintaining U.S. Interstates and the state route system. This includes oversight of the design and construction of transportation improvement projects for those roadways. Within the context of planning, ODOT is responsible for the preparation of a statewide transportation plan, administration of a data collection program relative to transportation modes and needs; and cooperation with local governments through MPOs in the development of metropolitan area transportation plans.

#### **Ohio Environmental Protection Agency**

The Ohio Environmental Protection Agency (Ohio EPA) is the administrative department of the Ohio state government responsible for protecting the environment and public health by ensuring compliance with environmental laws. The Division of Air Pollution Control establishes emission standards and procedures required to monitor industries in the state.

The Clean Air Act Amendments (CAA) 1977 and of 1990 requires the coordination of transportation and air quality planning processes to ensure that local transportation plans and programs are consistent with state air quality plans (called State Implementation Plans or SIPs), which indicate how metropolitan areas and states will meet or maintain air quality standards. Relative to transportation

and transportation related air quality, the Division of Air Pollution Control is responsible for meeting all U.S. Environmental Protection Agency (EPA) reporting requirements related to air quality and responding to all comments concerning the SIP.

EPA designates areas as nonattainment's or maintenance for any of the pollutants specified by the CAA. Eastgate was notified that since the Eastgate region is a 1997 Ozone standard maintenance area, with 2009 and 2018 (MOBILE based) budgets, and the region is also a 2008 Ozone standard and PM2.5 (1997 and 2006 standards) attainment area, effective July 20<sup>th</sup>, 2013 the 1997 Ozone standard was revoked for conformity purposes. Accordingly, Eastgate's MTP and TIP no longer need to demonstrate transportation conformity. Eastgate is still required to update its MTP on a five-year schedule (update is scheduled for FY 2018).

### **3.3 Local Agencies**

#### **Akron Metropolitan Area Transportation Study**

The Akron metropolitan area includes Summit and Portage counties and a portion of Wayne County. Currently, the region has over 700,000 people residing in the area. Akron is the central city accounting for almost one-third of the region's population. The area has a large and comprehensive transportation system that is anchored by several major freeways and two major rail lines. Two public transit agencies, METRO in Summit County and PARTA in Portage County, provide bus transportation. There are 24 miles of bike lanes and 12 miles of mountain biking in the area as well. With the recent completion of the Ohio & Erie Canal Towpath Trail through Summit County, the area has over 100 miles of off-road trails completed. In a larger context, AMATS partners with the metropolitan planning organizations in Northeast Ohio, NOACA and Eastgate, to ensure comprehensive transportation planning.

#### **Mercer County Regional Planning Commission**

The Mercer County Regional Planning Commission (MCRPC) originated in 1952 with seven municipal members. Today MCRPC has 39-member municipalities with 87 individual board seats including Mercer County. Membership is made up of planning and elected officials and citizens at large. MCRPC serve as the staff of the Metropolitan Planning Organization for transportation. In addition to its duties as an MPO, services include, preparation of comprehensive plans, zoning ordinances, subdivision administration and ordinances, recreation planning, community facility planning, environmental assessments, grant writing and administration for a variety of programs including SCPAP, Communities of Opportunities, Community Revitalization Program.

#### **Western Reserve Transit Authority**

The Western Reserve Transit Authority (WRTA) has been a regional transit authority since 1971, and is a designated recipient of federal transit funding in the Ohio portion of the urbanized area. The WRTA provides fixed route and paratransit services in Mahoning County, and in several areas of Trumbull County. The WRTA implemented the EasyGo County-wide demand response service for Mahoning County in 2009. Effective May 15, 2017, the EasyGo County-wide service will now be called "Countywide Service". Countywide incorporates transit services beyond their fixed route and ADA All Access service area.

#### **Trumbull Transit System**

The City of Warren is the designated recipient of federal 5307 transit funding for Trumbull County. The City of Warren on March 14, 2001, authorized the City of Niles as a “designated sub-recipient” of federal transit funding for Trumbull County. On April 7, 2011, the City of Niles notified the Trumbull County Commissioners that they were relinquishing the management and operations of the Niles Trumbull Transit System (NiTTS). The City of Niles managed NiTTS from September 15, 2003 through January 7, 2012. This demand response transit system was operated by a private sector provider through a capital cost of contract with the City of Niles.

On December 14, 2011, the City of Warren terminated the arrangement of “designated sub-recipient” with the City of Niles, which was recorded in the City of Warren’s Ordinance Number 12376/11. The City of Warren also integrated in this ordinance that the newly formed Trumbull County Transit Board (TCTB) would assume the grantee role of “Designated Sub-Recipient Status” of federal transit funding for Trumbull County. The TCTB would therefore manage a demand response transit system in Trumbull County similar to NiTTS. The transit system in Trumbull County is now referred to as Trumbull Transit System (TTS).

### **Shenango Valley Shuttle Service**

The transit system that operates in the urban area of Pennsylvania is called the Shenango Valley Shuttle Service (SVSS). The City of Sharon is the designated recipient of transit funding for the Pennsylvania portion of the urban area. The SVSS provides fixed route bus service for the Cities of Sharon, Farrell, Hermitage; the Boroughs of Sharpsville, Wheatland, and West Middlesex; as well as a portion of Shenango Township.

GPB Resolution #021-2014, 8/28/2014

GPB Resolution #006-2016, #025-2016, 07-25-2016

GPB Resolution #003-2017, #005-2017, 01-30-2017

GPB Resolution #037-2019, 11-12-2019

## **BYLAWS FOR THE EASTGATE REGIONAL COUNCIL OF GOVERNMENTS**

### **PREAMBLE**

The Eastgate Regional Council of Governments is hereby created as an agency established by agreement among its members pursuant to Section 167.01-08 of the Ohio Revised Code. The agency is organized as a voluntary organization of local government political subdivisions in Ashtabula, Mahoning and Trumbull Counties to foster a cooperative effort in regional planning, programming, and the implementation of regional plans and programs. The agency is also organized as a forum for the discussion and study of common problems of a regional nature, and for the development of policy and action recommendations relating thereto.

Believing that basic planning must be initiated at the level of government closest to the people and believing duplication of planning efforts to be disruptive of the planning process, Eastgate declares that it shall be its policy to promote and utilize local planning capabilities to the maximum degree before engaging in basic planning with its own staff or consultants; further believing that the quality planning within the region can be no higher than the quality of local planning, Eastgate declares it to be its continuing policy to utilize its resources to support, encourage and strengthen local planning agencies; further believing coordination of local planning efforts and assimilation of local plans and programs to

be fundamental to the future of the Eastgate, Eastgate declares such coordination to be its primary planning role.

## ARTICLE I - FUNCTIONS

- A. The functions of the agency shall include:
1. To foster, develop and review plans for regional growth, development, and to aid in coordinating plans among local governments.
  2. To perform planning directly by the personnel of the agency or under contracts between the agency and other public or private planning agencies. To undertake studies, collect data, develop regional plans and programs, and engage in such other activities as the agency finds necessary or desirable for the solution of regional problems. Said planning and studies shall include, but will not be limited to, those relating to land use, transportation, housing, environmental controls, health, economic development, public works, human resources and community and public facilities.
  3. To serve, upon request of the local governments, as a representative of such governments in matters such as they may affect the region.
  4. To devise a continuing practical structural mechanism to promote communication and cooperation among area governmental units and agencies.
  5. To review, evaluate, comment upon and make recommendations relating to the planning and programming, location, financing, and scheduling of programs in the region through the Intergovernmental Review Process.
- B. The agency may perform common functions and service characteristics of its individual political subdivisions as described in ORC 167.03.
- C. The authority granted to the agency by this article or in any agreement by the members shall not displace any existing municipal, county or regional planning commission in the exercise of its statutory powers.
- D. All regional plans shall be submitted to the local planning authority for coordination of local plans and recommendations to the local political authority for adoption as set forth in the Ohio Revised Code.
- E. Eastgate shall function as an Economic Development Administration (EDA) designated economic development district for Ashtabula, Mahoning, and Trumbull Counties. Only communities with the district that are in good standing with the district shall be eligible for district benefits.
- F. Eastgate shall function as an Appalachian Regional Commission (ARC) designated Local Development District for Ashtabula, Mahoning, and Trumbull Counties. Only communities with the district that are in good standing with the district shall be eligible for district benefits.

## ARTICLE II - MEMBERSHIP

### A. Eligibility

All cities, counties and villages within the counties of Ashtabula, Mahoning and Trumbull Counties are eligible for membership in the Eastgate Regional Council of Governments. Membership may be extended to other local political subdivisions, governmental agencies, special districts and authorities, and public transit agencies. Also, temporary associate membership may be extended for special projects lying partially outside the boundaries of the three-county area. The latter membership authorization shall be made upon majority approval of the General Policy Board's total membership.

### B. Conditions

Membership shall be contingent upon the adoption of a formal resolution of membership by the governing body of the political subdivision or governmental agency, wherein the member pledges its support to the formation, maintenance (financial support) and operation of the Eastgate. Membership shall also be contingent upon the payment of annual dues, which shall be due, in a full payment, within three (3) months of assessment to maintain full rights and privileges as a member of the Eastgate. Following this period, the mandatory suspension of membership rights and privileges occurs. Reinstatement is contingent upon payment of all previously incurred financial obligations plus all dues normally incurred had the political subdivision remained active.

### C. Withdrawal

A member local political subdivision, or member governmental agency of the Eastgate may withdraw membership upon a formal, written notice stating the reasons for withdrawal, to be effective January 1 of the following year after the notice is received by the organization at a regular meeting. Upon receipt of the written notice the following procedure will be taken:

1. The appointment of a three-member inquiry panel selected by the General Policy Chair from the board membership, which shall include at least one member of the Finance/Executive Committee. The panel, following consultation with the Executive Director, shall file a timely report of facts, observations, and recommendations to the General Policy Board. The General Policy Board is empowered to take any necessary corrective action, other than prohibiting member withdrawal.

2. If the causes precipitating the member withdrawal are not satisfactorily resolved by the procedure in Article II C-1 above, the member political subdivision or governmental agency may legally withdraw from the agency effective January 1 of following year upon the filing of official notice and it all applicable membership assessments have been paid. The formal withdrawal of a member political subdivision or governmental agency shall cause the General Policy Board Chair to authorize the Executive Director to send a certified letter to the withdrawing political subdivision and the elected officials of the withdrawing member or agency enumerating the agency services which will no longer be provided to the withdrawn member.

### ARTICLE III - GENERAL POLICY BOARD

There shall be a General Policy Board of the Eastgate which shall be organized and shall be responsible for the functions as hereinafter set forth:

#### A. Representation

Representations on the General Policy Board shall be one representative from each dues paying city, village, county or governmental agency. Determination of representation on the General Policy Board shall be reviewed periodically by Eastgate's General Policy Board and Finance/Executive Committee for the membership list.

Selection of local member representatives to the General Policy Board shall be as follows: the mayor, or their designated representative or alternate, shall represent each city or village. The members of the Board of County Commissioners shall be represented by the president of the Board, or their designated representative or alternate. The County Engineer, or their designated representative or alternate. Township Trustee representatives shall be selected by the Township Trustees' Associations in each member county.

An individual member representative to Eastgate's General Policy Board shall serve only one-member local government. Two-thirds of the official representatives of the Board must be publicly elected officials, however, alternates need not be elected officials.

The Ohio Department of Transportation (ODOT) will be a voting member of the General Policy Board and will have one (1) vote. The voting member shall be the ODOT District 4 Deputy Director or the person designated by the Deputy Director to represent ODOT.

The Northeast District Office of the Ohio Environmental Protection Agency (OEPA) will be a voting member of the General Policy Board and will have one (1) vote. The voting member shall be the OEPA District Deputy Director or the person designated by the Deputy Director to represent OEPA.

Mill Creek Metro Parks and Trumbull County Metro Parks will be voting members of the General Policy Board and will have one (1) vote each. The voting member shall be the Executive Director, or the person designated by the Executive Director to represent the Park District. The Mill Creek Metro Parks will be subject to membership dues assessments as defined under Article VIII - Section B of these Bylaws and approved by the Finance/Executive Committee. The Trumbull County Metro Parks is an official entity of Trumbull County and as such, shall be included in Trumbull County's membership dues assessments as defined under Article VIII – Section B of these Bylaws and approved by the Finance/Executive Committee.

The Citizens' Advisory Board (CAB) will have one (1) voting representative from each member county (Mahoning and Trumbull). Representatives shall be selected from and by the CAB at the time of the annual election of officers and shall serve in that capacity for a one (1) year term.

A State Representative, serving the region encompassing the three counties, shall be selected by Eastgate's Finance/Executive Committee as a member of the General Policy Board with full

voting powers. This selection will be made at the General Policy Board election of officers meeting.

The Western Reserve Transit Authority (WRTA) and the Trumbull County Transit Board (TCTB) will be voting members of the General Policy Board and will have one (1) vote each. The Western Reserve Transit Authority and Trumbull County Transit Board will be subject to membership dues assessments as defined under Article VIII - Section B of these Bylaws and approved by the Finance/Executive Committee.

The Western Reserve Port Authority (WRPA) will be a voting member of the General Policy Board and will have one (1) vote. The voting member shall be the Executive Director of the Port Authority or the person designated by the Executive Director to represent the WRPA. The Western Reserve Port Authority will be subject to membership dues assessments as defined under Article VIII – Section B of these Bylaws and approved by the Finance/Executive Committee.

Additional membership to the General Policy Board will be addressed, as required and approved by the General Policy Board, by amendments to these Bylaws.

#### B. Voting

Each representative from participating jurisdictions shall be entitled to one vote in the deliberations of the General Policy Board. Unless otherwise specified by agency Bylaws, voting on the General Policy Board on any questions for passage will require an affirmative two-thirds (2/3rds) majority of members present once a quorum is attained. A quorum is defined as 50% plus one of the GPB members or 19 members. Voting in General Policy Board meetings may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of an official representative present, or at the discretion of the presiding officer.

#### C. Meetings

The General Policy Board shall hold regular quarterly meetings in January, April, July and October of each year. Any necessary action between quarterly meetings will be conducted at meetings of the Finance/Executive Committee or by email.

The time, date, and location of regular and special meetings of the General Policy Board shall be determined by the membership. Written notice of the regular meetings of the General Policy Board shall be distributed at least seven (7) days prior to each meeting.

#### D. Duties

Major duties include:

1. Approving the budget and annual work program.
2. Approving the annual member assessment or fee schedule.
3. Electing the General Policy Board Chair and Vice Chair.

4. Resolving any membership questions.
5. Approving membership applications from political subdivisions and agencies.
6. Recommending and approving amendments to the agency Bylaws.
7. Recommending and coordinating local plans, policy statements, and service programs for implementation by the agency, member agencies, or contractors, so far as it does not restrict or conflict with the statutory powers of the member political subdivision and local planning agencies.
8. Reviewing any action of the Finance/Executive Committee.

#### ARTICLE IV - EASTGATE COMMITTEES

At the General Policy Board Elections in October, the Chair shall designate the standing committees for the upcoming term. The committees will then elect the persons to serve as Chair and Vice Chair of each, with the approval of the General Policy Board. The Chair and Vice Chair of the General Policy Board, and therefore the Finance Executive Committee will serve a two-year term.

Written notice of the regular meetings of the Standing Committees should be distributed at least seven (7) days prior to each meeting. An agenda for the meeting shall accompany the notice.

The designated Standing Committees and the subject matters which they shall consider are as follow:

##### A. FINANCE/EXECUTIVE COMMITTEE

There shall be a Finance/Executive Committee of the agency which shall be selected, through elections and appointments, from the General Policy Board and be responsible for the functions hereinafter set forth:

##### 1. Representation

The membership of the Finance/Executive Committee shall be composed of one (1) representative from each member county, one (1) representative from the most populous member city in Mahoning, Trumbull and Ashtabula Counties, three at-large members, a township trustee representative, one position for the Immediate Past Chair, the Chair and Vice Chair. The Board of County Commissioners will designate the respective County representative. If that County representative occupies the Chair or Vice Chair seat, the County representative position would default to the County Engineer or their designated representative. The mayors will represent their city or designate a City representative. The Vice Chair, three at-large members and township trustee representative will be nominated and voted on at the October General Policy Board meeting. The Finance/Executive Chair will be filled by the Vice Chair from the previous year. The Chair of the General Policy Board shall serve as the Chair of the Finance/Executive Committee.

An additional at-large position will be added if an entity chooses not to fill a position on the committee. This would allow for a total of 14 committee members.

The Executive Director, or their assistant, shall serve as the Secretary of the Finance/Executive Committee, recording the minutes of the committee and performing related duties at committee meetings.

## 2. Voting

Voting on the Finance Executive Committee on any questions for passage will require an affirmative two-thirds (2/3rds) majority of members present once a quorum is attained. A quorum is defined as above 50% of Finance/Executive Committee Members or 7 members. Voting in General Policy Board meetings may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of an official representative present, or at the discretion of the presiding officer.

## 3. Duties

- a. Recommend to the General Policy Board the annual budget and work program.
- b. Adopt personnel rules and regulations.
- c. Review the auditor's annual audit report. Said report and review shall be transmitted to the General Policy Board for approval.
- d. Concurrence in the additions and deletions of staff positions.
- e. All contracts are to be reviewed by the Finance/Executive Committee.
- f. The Finance/Executive Committee will make recommendations to the General Policy Board as to the engagement of services relating to all contracts.

## B. TECHNICAL ADVISORY COMMITTEE (TAC)

The General Policy Board will establish a Technical Advisory Committee.

The Technical Advisory Committee (TAC) is intended to provide a broad base of technical expertise for utilization by the General Policy Board. It may also be utilized by the Finance/Executive Committee, the Citizens Advisory Board, the agency Executive Director, and such ad hoc committees as it may create. Upon request of those bodies, the TAC may review, conduct investigations, and/or provide recommendations. Also, the TAC Chair may initiate questions or raise issues to the General Policy Board.

The General Policy Board will designate the permanent members of the Technical Advisory Committee from and among the officials and/or citizens of member governments and shall include, but not be limited to, one traffic engineer, planner and engineer from each of the two

large cities, one county planning director, engineer, traffic engineer and sanitary engineer from each county, and one representative from a small city in each member county. The TAC will nominate and recommend the small city representatives to the General Policy Board and review these appointments on an annual basis, or as needed. A representative of the Health Planning District, the Metropolitan Park District, the Air Quality Management Agency, the Ohio Department of Transportation, the Northeast Ohio District office of the Ohio Environmental Protection Agency, and Transit Authority in each member county will also be voting members of the TAC. In order to ensure the range of expertise needed to deal with many different problems and issues, non-voting members who have special knowledge needed, but not included in the permanent membership, may be designated by the TAC. The terms of service of non-voting members will be specified when such members are designated.

C. CITIZENS ADVISORY COMMITTEE (CAB)

A Citizens Advisory Board will be established by the General Policy Board.

The Citizens Advisory Board will consider methods and techniques of maximizing and insuring citizens representation and participation in the planning, deliberations, and activities of the Agency. Membership will be open to all citizens of the region.

ARTICLE V - AD HOC COMMITTEES

- A. The Policy Board may allow the establishment of ad hoc committees to advise it as it sees fit. The membership, voting privileges, duties and committee rules will be stated by the Policy Board when creating them. Ad hoc committees will have no powers except the right to present their recommendations to the Policy Board for approval.

ARTICLE VI - OFFICERS, ELECTIONS, REPRESENTATIVES, AND VACANCIES

A. Officers

Officers of Eastgate shall consist of a Chair, Vice Chair, Secretary, and a Treasurer. The Chair and Vice Chair shall be nominated and elected by the official membership of the General Policy Board. The Executive Director of Eastgate shall serve as the Secretary of the agency. The Vice Chair shall serve as the Treasurer. Persons authorized to approve/sign documents for payroll and all other necessary expenditures will be the Chair of the General Policy Board, the Vice Chair of the General Policy Board, and the Executive Director of the agency.

The Chair and Vice Chair shall serve in the same capacity for both the Finance/Executive Committee and General Policy Board. Terms of office shall be for two years.

B. Elections

Elections shall be held at the October General Policy Board meeting. Newly elected officers shall take office on January 1<sup>st</sup> of the following year.

C. Representatives

Each person who is an official representative shall cease to be such immediately upon ceasing,

for any reason, to be the mayor, chief executive officer, or member of the legislative body of a member subdivision or member of a Board of County Commissioners. Official representatives of governmental agencies which may be members of the Agency, shall cease to be such immediately upon their ceasing for any reason, to be official representatives or employees of said agency. Any designated representative, of the above-named official representatives, shall also immediately be disqualified and cease to be the designated representative upon ceasing to be a member of the legislative body, agency, employee, or elected official of the member jurisdiction which so designated them.

D. Vacancies

A vacancy shall immediately occur in the office of Chair or either Vice Chair upon the resignation or death of the person holding such office or upon ceasing to be an official representative of a member city, county, village or organization. Upon vacancy occurrence in the office of Chair, the Vice Chair shall automatically become Chair for the balance of the unexpired term. Upon a vacancy occurring in the office of the Vice Chair, the General Policy Board shall select a Vice Chair from among its membership to serve for the balance of the unexpired term.

If any county, city, village or other eligible representative of the Finance/Executive Committee, for any reason, ceases to be an elected official or member of the governing body of said county, city, village, or other eligible agency, the vacancy thereby created on the Finance/Executive Committee shall be filled from the General Policy Board membership by majority vote of the General Policy Board for the balance of the unexpired term.

ARTICLE VII - EXECUTIVE DIRECTOR

A. Duties

The Executive Director shall be the Chief Administrative Officer of Eastgate. The powers and duties of the Executive Director are:

1. Annually, to prepare and present a proposed budget to the Finance/Executive Committee and to control the approved budget.
2. To recommend the additions and deletions of staff positions of the Agency with the concurrence of the Finance/Executive Committee.
3. To serve as Secretary of the Agency, and of the General Policy Board and the Finance/Executive Committee.
4. To provide any necessary staff services for policy and technical committees.
5. To prepare an annual report of Eastgate and staff activities to the member governments.
6. To perform such other duties as the General Policy Board shall direct. When there are questions of priority of work, the Executive Director shall be guided by the General Policy Board.

## B. Appointment

1. The agency Executive Director is to be appointed by Resolution of the General Policy Board. A newly appointed Executive Director would be subject to a one-year probationary period, after which time his performance will be reviewed by the Finance/Executive Committee.
2. The salary of the agency Executive Director will be established at the Board's discretion, at the time of approval of the agency's annual budget.
3. In the period in which an Executive Director is serving and where the Board feels it necessary to remove said Executive Director, removal shall not take place unless the following procedures are followed:
  - a. An affirmative two-thirds vote of the entire General Policy Board must be achieved.
  - b. Voting members as a General Policy Board are consistent with the Bylaws of Eastgate.
  - c. Should such action commence where an Executive Director is removed, a Search Committee shall be comprised of the Finance/Executive Committee. The Search Committee's responsibilities will be such as to make recommendations to the General Policy Board as to a suitable replacement. Said recommendation shall go before the General Policy Board for a formal action in accordance with the Bylaws established for Eastgate.

## ARTICLE VIII - FINANCE

### A. Fiscal Year and Budget Submission and Adoption

The fiscal year of Eastgate, along with budget submission and adoption dates, shall be determined jointly by the Finance/Executive Committee and Executive Director.

### B. Membership Assessment

Each year, upon adoption of the annual budget and work program the Finance/Executive Committee shall recommend, to the General Policy Board for approval, membership assessments for all members, or classes of members of Eastgate in amounts sufficient to provide the funds required by the budget. The method of member assessment is subject to General Policy Board approval.

### C. Annual Audit

The agency Finance/Executive Committee shall review and make recommendations regarding the annual audit of the financial affairs of Eastgate, to be made by a certified public accountant at the end of each fiscal year. The audit will meet the Single Audit Requirements of federal and

state funding agencies. The audit report shall be made available to all dues paying members of Eastgate.

#### ARTICLE IX - AMENDMENTS

Amendments to these Bylaws may be proposed by an official representative to the General Policy Board. Each proposed amendment shall be tabled for thirty (30) days during which time it will be forwarded immediately to the official representatives of each member jurisdiction prior to the meeting of the General Policy Board at which time the proposed amendment will be voted upon. A two-thirds (2/3rds) majority vote of a quorum passes the amendment, which takes effect immediately. A quorum is defined as 50% plus one of the General Policy Board members or 19 members. Any other provisions of these Bylaws may be suspended by unanimous consent of those present at a lawfully convened meeting, provided, there is a unanimous vote. Such suspension is necessary as an emergency measure to advance the goals of the agency.

#### ARTICLE X - EFFECTIVE DATE

These Bylaws, and any amendments thereto, shall go into effect immediately upon adoption by the General Policy Board.

## **EASTGATE REGIONAL COUNCIL OF GOVERNMENTS**

### **RULES OF THE GENERAL POLICY BOARD**

#### **SECTION I**

##### **Meetings**

1. Regular meetings of the General Policy Board shall be held quarterly (January, April, July and October) on the last Monday of that month. The place shall be set by the Executive Director.
2. If the regular meeting falls on a legal holiday, the regular meeting shall be held on the call of the Chair.
3. All regular and special meetings of the General Policy Board shall be public. Upon request to the Chair by any citizen desiring to be heard on any matter then under consideration by the General Policy Board, the Board may on motion hear such citizen at such time and for such period as the Chair may determine.
4. The General Policy Board may, on a majority roll call vote, retire into executive session admitting only members, staff and such others as may be designated in the motion for the executive session, provided the Board shall pass no resolutions and shall take no official action while in executive session.
5. Conduct of business at all meetings will comply with the Ohio Open Meetings Act.
6. Quorum: A quorum of the General Policy Board shall consist of 19 voting members.

#### **SECTION II**

##### **Officers of the General Policy Board**

1. The Chair, and in their absence, the Vice Chair, shall preside over meetings of the General Policy Board. In the absence of the Chair and Vice Chair, the Executive Director shall pick a board member to preside over the meeting or elect to reschedule on a later date.
2. The presiding officer shall call all meetings of the General Policy Board to order at the appointed hour and shall proceed with the order of business. If a quorum be present, the presiding officer shall offer the representatives an opportunity to correct the minutes of the previous meeting.
3. The presiding officer shall not speak on any matter on which the Board is to act without first relinquishing the chair to the Vice Chair.
4. The presiding officer shall preserve order and decorum, confine representatives in debate to the questions under discussion; shall decide all points of order with the advice of parliamentarian, subject to any appeal to the General Policy Board and shall appoint all standing committees unless otherwise stipulated by the General Policy Board.
5. In the absence of the Chair, the Vice Chair shall call the General Policy Board to order, and if,

after the roll is called, a quorum shall be present, the Vice Chair shall preside until the Chair appears, and shall discharge all the duties and be clothed with all the powers of the Chair as presiding officer during his absence.

6. The Executive Director, or the Office Administrator, shall serve as Secretary of the General Policy Board, record the minutes and perform such other and additional duties as these Rules may require.
7. The Secretary of the General Policy Board shall keep the records of the General Policy Board, keep a proper file of all papers and documents which are part of the transactions of the General Policy Board, all orders of the Board, and make such records available to the public on request.

### **SECTION III** **Representatives Rights and Privileges**

1. Every representative shall be seated at the time of roll call; otherwise, the representative will not be recorded as present except upon motion of the General Policy Board.
2. Every representative shall identify themselves to the Secretary of the General Policy Board prior to the meeting and identify the person they represent. A list of alternates and members shall be kept by the Secretary of the General Policy Board.
3. No member shall leave any regular or special meeting of the General Policy Board without first notifying the Secretary, or their assistant.
4. Requests for preparation of legislation shall be made to the Executive Director, or the Office Administrator prior to the second Thursday of each month. However, a delegate who has requested draft legislation may recall the same at any time prior to its distribution to delegates.
5. Legislation shall be prepared and distributed to the delegates not later than seven (7) days prior to each meeting of the General Policy Board.
6. Only a representative shall enter a request for legislation.
7. No representative or staff member shall be allowed to speak, except from his own seat, and not for a period longer than five (5) minutes (except in the presentation of agenda reports and committee reports) at any one (1) time without permission of the General Policy Board.
8. When any representative is about to address the General Policy Board, he shall rise and respectfully address himself to the presiding officer and shall confine himself to the questions under debate.
9. Any representative appeal to the General Policy Board from the ruling of the presiding officer, and, if the appeal is seconded, the representative making the appeal may briefly explain the ruling; but there shall be no debate on the appeal and no other members shall participate in the discussion.

**SECTION IV**  
**Committee Procedures**

1. All members of standing committees shall be appointed by the presiding officer of the General Policy Board, unless otherwise provided for in Article IV, who shall also have the authority to fill vacancies whether caused by resignation or otherwise, and who shall designate the Chair and Vice Chair.
2. Members of all special and ad hoc committees shall be appointed by the Chair of the General Policy Board, unless otherwise specified by the resolution or other documents creating the committee.
3. Vacancies on a committee shall be reported promptly to the Chair of the General Policy Board by the Secretary of the Committee and the Chair shall appoint a person to fill said vacancy.
4. Committees shall meet at the call of the Chair or any three (3) members thereof, subject to forty-eight (48) hours-notice to all members.
5. One-third (1/3) of the committee membership of a special, ad hoc committee, or standing committee shall constitute a quorum for the transaction of business, but a lesser number may adjourn from day to day.
6. All committee meetings shall be public upon prior request to the Chair. Any citizen desiring to be heard on any matter then under consideration by the committee shall be heard at such time and for such period as the Chair may determine. A committee may convene in executive session, closed to the public, upon a two-thirds (2/3rds) affirmative vote.
7. Matters to be referred to committees shall be so referred by the presiding officer and each such referral shall contain a report date.
8. No resolution, petition, program, plan or other matter referred to a committee for action shall be approved or disapproved and reported out of committee, unless it has first been considered at a committee meeting called as provided herein.
9. Committees shall present verbal reports at the meetings of the General Policy Board. Failure of a committee to report on a resolution or rule shall be taken to mean that the committee recommends such resolution or rule for passage.
10. All committees shall act by majority vote of members present, allowing those dissenting from committee action to have their dissent recorded on the committee meeting minutes.
11. Minutes of committee meetings shall be included in the agenda package prepared for the General Policy Board.
12. Except as herein otherwise provided, proceedings of committees shall be governed by Robert's Rules of Order, Revised, latest revision.

**SECTION V**  
**Rules Governing Procedure**

1. The business of all regular meetings of the General Policy Board shall be transacted in the following order, unless the Chair, due to special circumstances, shall suspend the rules and change the order:
  - a. Roll call of members
  - b. Minutes of the preceding meeting
  - c. Reports and Communications of the Chair
  - d. Reports and Communications of the Staff
  - e. Communications and Petitions
  - f. Reports of Standing Committees
  - g. Reports of Special Committees
  - h. Public Hearings
  - i. Resolutions for passage
  - j. Miscellaneous business
  - k. Adjournment
  
2. The presiding officer may, at any time, with a concurrence of a two-thirds (2/3rds) vote of a quorum, permit a member to introduce a resolution or motion out of regular order, if the measure has first been considered and reported on by the proper committee.
  
3. Upon the passage of every resolution and appointment of every officer, the vote shall be taken by yeas and nays entered in full upon the records and written or typed in the official journal. Upon any other questions, the yeas and nays shall be entered upon the records, on the request of any delegate and seconded by one other delegate. Before the announcement of the vote on any measure, the Secretary shall read the votes, so taken, upon the demand of any representative.
  
4. When a question is before the General Policy Board, no motion shall be entered except for the following:
  - a. To adjourn
  - b. To fix the hour of adjournment

- c. For the previous question
- d. To lay on the table
- e. To postpone to a certain day
- f. To postpone indefinitely
- g. To refer to a committee
- h. To amend

These motions shall have precedence in the order indicated. Any such motion, except a motion to amend, shall be put to a vote without debate.

- 5. When the previous question is moved and seconded, it shall be put as follows: "Shall the main question be put?" There shall then be no further amendment or debate but pending amendments shall be put in their order before the main question. If this question is decided in the negative, the main question remains before the General Policy Board.
- 6. If the question contains two (2) or more divisible propositions, the presiding officer may, upon the request of a representative, divide the same; but a motion to strike out a provision and insert a substitute is not divisible.
- 7. After the decision of any question, any representative who voted with the majority prevailing side may move a reconsideration of any action at the same or the next succeeding meeting. No motion to reconsider shall be made more than once on any motion, and such motions shall require a majority of all representatives appointed to the General Policy Board, in order to prevail.
- 8. When a motion is made and seconded, it shall be stated by the presiding officer before any debate be in order. Upon demands of any representative, a motion shall be in writing. Any such motion may be withdrawn by the maker, with the consent of the seconder, before it has been amended or voted upon.
- 9. Unless otherwise herein provided, the latest edition of the Robert's Rules of Order, Revised, shall govern General Policy Board procedure.

## **SECTION VI**

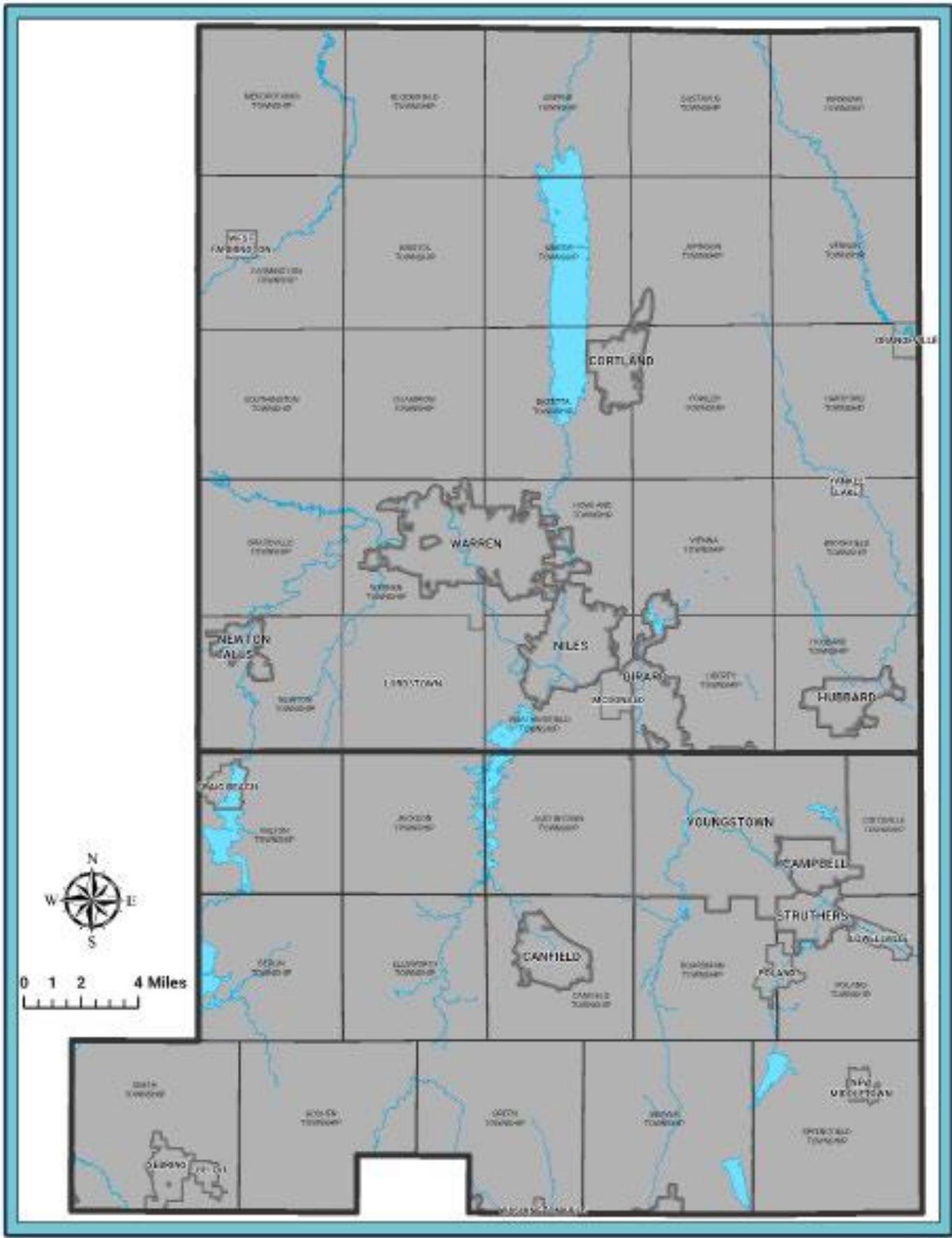
### **Resolutions**

- 1. Resolutions shall be introduced in the General Policy Board in printed or written form, with the name of the representative introducing the same endorsed thereon. Resolutions submitted by the staff shall be so endorsed. Only representatives and the staff may introduce Resolutions. If a resolution is presented verbally, a 2/3 vote of the General Policy Board must first be passed before action can be taken on the verbal resolution.
- 2. The enacting clause of all Resolutions shall be: "Be it resolved by the General Policy Board of

the Eastgate Regional Council of Governments, State of Ohio."

3. No Resolution or section thereof shall be revised or amended unless the new Resolution contains the entire section or sections of the original Resolution, then the original section or sections shall be repealed.
4. No Bylaws or Resolution, of a general or permanent nature, or granting a franchise, or creating a right, or involving the expenditure of money, or the levying of an assessment, or for the purchase, lease, sale, or transfer of property, shall be passed, unless it has first been considered and acted upon by the appropriate standing or special committee, provided that this Rule shall not apply to legislation requested by committee action. There shall be no authority to dispense with this Rule, except by a three-fourths (3/4ths) vote of the votes present, taken by yeas and nays, on each Bylaw or Resolution and entered upon the journal.
5. It shall be to amend a Resolution at any time when it is not in the hands of a committee but, if materially amended after committee action, it shall be recommitted for further committee action.
6. All Resolutions and all General Policy Board Rules shall require, for adoption, a majority vote of delegates present. The vote on the adoption shall be taken by yeas and nays entered on the record, except as otherwise provided in these Rules.
7. Resolutions, Motions, and Rules adopted by the General Policy Board shall be in force from and after the date of passage, unless a later effective date is contained therein.

**Appendix A. Map of the Eastgate Planning Area**



## Appendix B. General Policy Board Membership

Mayor Eric Augustein  
Village of Beloit

Mayor John A. Jurko  
Village of Yankee Lake

Mayor Ruth Bennett  
Village of Orangeville

Mayor Harry Kale  
Village of New Middletown

Mayor Tito Brown  
City of Youngstown

Mayor Kenneth Kline  
Village of Newton Falls

Mauro Cantalamessa  
Trumbull County Commissioner

Casey Kozlowski  
Ashtabula County Commissioner

David Ditzler  
Mahoning County Commissioner

Mayor Benjamin A. Kyle  
City of Hubbard

J.P. Ducro, IV  
Ashtabula County Commissioner

Mayor Shirley McIntosh  
Village of West Farmington

Mayor Richard Duffett  
City of Canfield

Mayor James Melfi  
City of Girard

Mayor Herman Frank  
Village of Washingtonville

Mayor Steve Mientkiewicz  
City of Niles

Dean Harris  
Western Reserve Transit Authority

Mayor Catherine Cercone Miller  
City of Struthers

Mayor Douglas Franklin  
City of Warren

John Moliterno  
Western Reserve Port Authority

Frank Fuda  
Trumbull County Commissioner

Geri Noirot  
ODOT District 4

Genevieve Germaniuk  
Citizens Advisory Board

Mayor Deidre Petrosky  
City of Cortland

Pat Ginnetti  
Mahoning County Engineer

Mayor Nick Phillips  
City of Campbell

Fred Hanley  
Hubbard Township Trustee

Daniel Polivka  
Trumbull County Commissioner

Mayor James Harp  
Village of Sebring

Kurt Princic  
OEPA NE District Chief

Mayor Arno Hill  
Village of Lordstown

Mayor Glen M. Puckett  
Village of McDonald

Mayor James Iudiciani  
Village of Lowellville

Carol Rimedio-Righetti  
Mahoning County Commissioner

Mike Salamone  
Trumbull County Transit

Randy Samulka  
Citizens Advisory Board

Mayor Tim Sicafuse  
Village of Poland

Randy Smith  
Trumbull County Engineer

Mayor David Spencer  
Village of Craig Beach

Zachary Svette  
Trumbull County MetroParks

Jim Timonere  
Ashtabula County

Anthony Traficanti  
Mahoning County Commissioner

Kathryn Whittington  
Ashtabula County Commissioner

Mark Winchell  
Ashtabula County

Joanne Wollet  
Poland Township Trustee

Aaron Young  
Mill Creek MetroParks

## **Appendix C. Finance Executive Committee Membership**

Julie Green: Chair

J.P. Ducro: Vice Chair

Ashtabula County: Casey Kozlowski

Mahoning County: Anna DeAscentis

Trumbull County: Gary Shaffer

City of Ashtabula: Jim Timonere

City of Warren: Paul Makosky

City of Youngstown: Chuck Shasho

Township Trustee Representative: Fred Hanley

At-large Members: Dean Harris

Steve Mientkiewicz

Mark Winchell

Immediate Past Chair: Pat Ginnetti

## **Appendix D. Technical Advisory Committee Membership**

Gary Shaffer: Chair  
Trumbull County Engineer's Office

Chuck Shasho  
City of Youngstown

Kristen Olmi: Vice Chair  
Mahoning County Sanitary Engineer's Office

Zachary Svette  
Trumbull County Metroparks

Kristen Beniston, Appointed by Member  
Mahoning County Planning Commission

Aaron Young  
Mill Creek Metroparks

Kim Blasco  
Trumbull County Sanitary Engineer's Office

Wade Calhoun  
City of Canfield

Tara Cioffi  
City of Youngstown Health Department

Bob Durbin  
Mahoning County Engineer's Office

Julie Green  
Trumbull County Planning Commission

Paul Makosky  
City of Warren

Frank Migliozi  
Trumbull County Health District

Gery Noirot  
Ohio Department of Transportation, District 4 Office

Deidre Petrosky  
City of Cortland

Kurt Princic  
OEPA NE District

Judy Rodriguez  
Western Reserve Transit Authority

Mike Salamone  
Trumbull County Transit

## **Appendix E. Citizens Advisory Board Membership**

### CAB Executive Committee

Board Chair: Kevin Kern

Board Vice-Chair: Gerald Hurayt

General Policy Board Representatives

- Mahoning County: Randy Samulka
  - Alternate: Gerald Hurayt
- Trumbull County: Genevieve Germaniuk
  - Alternate: James Pirko

### CAB Membership

Jim Converse

Patricia Dunbar, Howland Township Resident

Genevieve Germaniuk, City of Warren Resident

Michael Harvey, City of Youngstown Resident

Gerald Hurayt, Austintown Township Resident

Kevin Kern, Canfield Township Resident

Nicole Klingemier, Liberty Township Resident

Frank Krygowski, Village of Poland Resident

Benjamin Kyle, City of Hubbard Resident

Pete Milliken, City of Youngstown Resident

Jerome Parm, City of Youngstown Resident

James Pirko

Randy Samulka, City of Campbell Resident

Terry Thomas, City of Campbell Resident

## **Appendix F. MPO Membership Dues**

### **Purpose**

The policy establishes a formal procedure to identify, collect and manage contributions from MPO member jurisdictions to be used for the purpose of matching federal funds for MPO regional planning studies and covering MPO expenditures not eligible for federal grant reimbursement.

### **Part 1. Policy**

Membership dues shall be determined annually through the development of the MPO Unified Planning Work Program (UPWP) and shall be an amount sufficient to cover the required non-federal share of federal transportation planning grants provided by the FHWA and FTA through the ODOT. A portion of membership dues may be distributed to a contingency fund cover MPO-related costs that are not eligible for reimbursement by federal planning grants.

### **Part 2. Applicability**

The proposed policy applies to membership dues collected to fund MPO program staff salaries, benefits, operating expenses, consultant studies, and planning/research activities that are regional in nature. Regional studies include any study or activity that serves to meet federal transportation planning requirements for the MPO planning area such as the development of a long-range transportation plan, transportation improvement program, or unified planning work program.

### **Part 3. Effective Rate**

At the January 27, 2020 Finance/Executive Committee it was determined no local dues increase was required. This was recommended at the Eastgate General Policy Board meeting held on January 27, 2020 and passed. Therefore, there will be no dues increase for calendar year 2020. For calendar year 2020, the assessment is calculated using 2010 census population figures and a per capita rate of 37 cents for all members.

## **Appendix G. Regional Planning Agreements**



# OHIO DEPARTMENT OF TRANSPORTATION

## SUBAWARD GRANT AGREEMENT

<b>(1) Pass-Through Entity</b> Ohio Department of Transportation	<b>(2) Subrecipient's Name</b> Eastgate Regional Council of Governments
<b>(3) Federal Awarding Agency</b> Federal Highway Administration (FHWA)	<b>(4) Subrecipient's OAKS ID Number</b> 0000054945
<b>(5) CFDA Program Number &amp; Name</b> 20.205 Highway Planning and Construction	<b>(6) ODOT PID Number</b> Refer to Project Data Sheet
<b>(7) Federal Agreement Number (FAN)</b> Refer to Project Data Sheet	<b>(8) ODOT Agreement Number</b> 32964
<b>(9) FHWA's Federal Authorization Date</b> Refer to Project Data Sheet	<b>(10) Subrecipient's DUNS Number</b> 118-903-827
<b>(11) Research &amp; Development Subaward</b> Not R & D Subaward	<b>(12) Subrecipient's Indirect Cost Rate</b> Refer to Agreement Section XI: COMPENSATION
<b>(13) Subaward Period of Performance Start Date and End Date</b> Refer to Project Data Sheet	
<b>(14) Federal \$ Obligated by this Action by ODOT to the Subrecipient</b> Refer to Project Data Sheet	
<b>(15) Total Federal \$ Obligated to the Subrecipient by ODOT, Including Current Obligation</b> Refer to Project Data Sheet	
<b>(16) Total Federal Award \$ Committed to the Subrecipient by ODOT</b> \$1,165,525	
<b>(17) Federal Subaward Project Description, as Required to be Responsive to FFATA</b> Refer to Agreement Section I: PURPOSE	

# PROJECT DATA SHEET

Subrecipient's Name		Eastgate Regional Council of Governments				ODOT Agreement #	32964	Data Sheet Version Date	3/20/19	Data Sheet Version #	#1
ODOT PID Number	FHWA FAN Number	Federal Authorization Date	ODOT Project Name	Period of Performance Start Date	Period of Performance End Date	State Prorata Share %	State \$ Obligated This Action	Cumulative State \$ Obligated	Federal Prorata Share %	Federal \$ Obligated This Action	Cumulative Federal \$ Obligated
109386	Pending	Pending	SFY 2020 CPG	7/1/19	6/30/20	10%	\$94,441	\$94,441	80%	\$755,525	\$755,525
99002	Pending	Pending	Eastgate 2020 Air Quality Program	7/1/19	6/30/20	N/A	N/A	N/A	80% w/TRC	\$190,000	\$190,000
99003	Pending	Pending	Eastgate 2020 Rideshare Quality Program	7/1/19	6/30/20	N/A	N/A	N/A	100%	\$60,000	\$60,000
105719	Pending	Pending	Eastgate 2020 Regional Transportation Planning	7/1/19	6/30/20	N/A	N/A	N/A	80% w/TRC	\$160,000	\$160,000
						Totals	\$94,441	\$94,441		\$1,165,525	\$1,165,525

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

The Eastgate Regional Council of Governments (**AGENCY**) created pursuant to Sections 167.01 through 167.08 Ohio Revised Code, having its principal office at 100 East Federal Street, Youngstown, Ohio 44503 as of the 27th day of March, 2019 and the State of Ohio, Department of Transportation (ODOT), having its principal office at 1980 West Broad Street, Columbus, Ohio 43223, as of the 16 day of April, 2019: agree as follows:

SECTION I: PURPOSE

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

SECTION II: DEFINITIONS

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

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

### SECTION III: MPO DESIGNATION

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

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

The **General Policy Board** shall be assisted by a Technical Advisory Committee comprised as enumerated in the PROSPECTUS.

### SECTION IV: SUBRECIPIENT DESIGNATION

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

### SECTION V: MPO BOUNDARY

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

### SECTION VI: CARRY FORWARD FUNDING

The parties agree that upon completion of the state fiscal year and WORK PROGRAM any unexpended balance of U.S. DOT (49 U.S.C. Section 5303), Federal Metropolitan Planning Funds (PL), or State Planning and Research funds (SPR) funds and any associated state matching funds allocated by ODOT may be carried forward into the next state fiscal year. The carry forward funding will remain available for eligible WORK PROGRAM expenses through the second quarter (December 31<sup>st</sup>) of the new state fiscal year. On January 1<sup>st</sup> of each year, the unexpended balance of any prior year U.S. DOT (49 U.S.C.

Section 5303), PL, or SPR funds and any associated state matching funds carried forward will lapse. The AGENCY agrees to submit invoices for the eligible expenses financed with the carry forward funding, prior to the January 1<sup>st</sup> deadline, within thirty days of the end of the second quarter of the state fiscal year (approximately January 30<sup>th</sup>).

#### SECTION VII: TRANSPORTATION PLANNING PROCESS PRODUCTS AND SERVICES

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

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

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

#### SECTION VIII: COORDINATION

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

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

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

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

#### SECTION IX: PERIOD OF PERFORMANCE

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

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

#### SECTION X: TERMINATION

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

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

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

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

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

#### SECTION XI: COMPENSATION

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

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

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

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

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

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

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

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

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

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

#### SECTION XII: AUDIT

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

#### SECTION XIII: INSPECTION OF WORK

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

#### SECTION XIV: PERSONNEL

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

#### SECTION XV: REPORTS, INFORMATION, AND RIGHTS IN DATA

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

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

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

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

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

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

#### SECTION XVI: NON-DISCRIMINATION

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

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

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

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

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

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

#### SECTION XVII: DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

#### SECTION XVIII: PROHIBITED INTEREST

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

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

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

#### SECTION XIX: INTEREST OF MEMBERS OF CONGRESS

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

#### SECTION XX: DRUG-FREE WORKPLACE

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

#### SECTION XXI: CONDUCT, ETHICS AND INTEGRITY

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

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

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

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

## SECTION XXII: RESTRICTIONS ON LOBBYING

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

The AGENCY certifies by its signature hereto that:

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

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

## SECTION XXIII: OHIO ELECTIONS LAW

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

## SECTION XXIV: TRADE

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

## SECTION XXV: INDEMNIFICATION/HOLD HARMLESS

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

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

#### SECTION XXVI: STATE AUDIT FINDINGS

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

#### SECTION XXVII: DEBARMENT

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

#### SECTION XXIII: DISPUTES

The AGENCY agrees that all disputes concerning questions of fact in connection with the work and not otherwise disposed of by the specific terms of this Agreement or by mutual agreement among the parties hereto shall be resolved as follows:

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

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

#### SECTION XXIX: COMPLIANCE WITH LAWS AND PERMITS

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

SECTION XXX: COUNTERPARTS

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

SECTION XXXI: CHANGE OR MODIFICATION

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

SECTION XXXII: GOVERNING LAW/SEVERABILITY

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

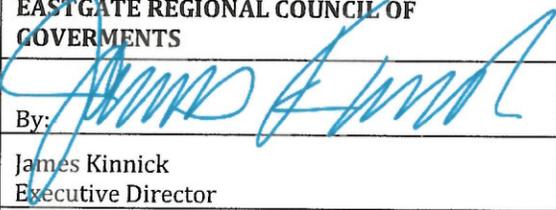
If any provision of this Agreement or application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.

SECTION XXXIV: SIGNATURES

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

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

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

<b>EASTGATE REGIONAL COUNCIL OF GOVERNMENTS</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By: 	By: 
James Kinnick Executive Director	Jack Marchbanks, Ph.D. Director
Date: 3/27/19	Date: 4/16/19





**MEMORANDUM OF UNDERSTANDING**  
**Coordination of the Transportation Planning Processes**  
**Between Eastgate Regional Council of Governments and**  
**Akron Metropolitan Area Transportation Study**

**I. Background and Purpose**

- A. The Eastgate Regional Council of Governments (Eastgate) and the Akron Metropolitan Area Transportation Study (AMATS) are partners in maintaining and improving the contiguous transportation systems of Mahoning and Trumbull Counties, Ohio and Portage County, Ohio, respectively. The purpose of this agreement is to define the roles and responsibilities of the two Metropolitan Planning Organizations (MPOs) as they work to improve the economy, environment, transportation systems and quality of life for the citizens within their respective planning areas.
- B. This agreement provides the framework for how the federally mandated continuing, cooperative and comprehensive transportation planning process will be conducted between these MPOs within their counties. Programs and activities where coordination will occur between the two agencies include state and regional Transportation Plans (TPs), state and regional Transportation Improvement Programs (STIPs/TIPs), Transportation Planning Work Programs, Air Quality Maintenance and Conformity, and other federal, state and regional planning activities, including Congestion Management Processes (CMP) and certification review.

**II. General Points of Understanding and Agreement**

- A. We, Eastgate and AMATS, commit to working together, as duly appointed MPOs by the Governor of Ohio, to achieve the goals, where applicable, of our state and regional Transportation Plans. We will achieve this through open and honest communication, mutual trust and respect, and mutually beneficial solutions.
- B. We agree to acknowledge and value our different processes and perspectives. We understand that collaborative efforts are needed to achieve mutual and individual goals. We agree to provide early coordination regarding any new policy or program that may affect either agency.

- C. We agree to collaborate in the planning, conduct and reporting of transportation related information at the state and regional levels. We agree to share information and plans to achieve the goals of state and regional Transportation Plans, assist, where appropriate, in the joint selection of projects, and improve the coordination of investment.
- D. We agree to work together to achieve compliance with all federal planning regulations and guidance. We will work collaboratively to address the U.S. Department of Transportation - Federal Highway Administration and Federal Transit Administration certification review process, to continually improve upon our transportation planning processes.
- E. We agree that staffs of both MPOs will communicate regularly, as necessary, to review progress of cooperative efforts, to discuss key findings from program activities, and to discuss the scope, plans and implementation of activities under consideration for the next planning cycle.
- F. This agreement will be reviewed and updated as required, and shall be in effect until the until the 1st day of January 2023.

III. Specific Points of Understanding and Agreement

A. Metropolitan Transportation Plans

1. We recognize that the currently adopted Metropolitan Transportation Plans are the Transportation Plans for Mahoning and Trumbull Counties, Ohio and Portage County, Ohio. We agree to cooperatively work together on long range planning in the future to further enhance the validity and value of each agency's plan.
2. We agree to work together where appropriate in developing, maintaining and managing an understandable and equitable process for documenting projects of mutual benefit within the planning area for our respective Metropolitan Transportation Plans, including air quality conformity. We agree to provide early communication regarding any proposed policy or procedural changes that may impact mutually inclusive project selection or the implementation of our respective Metropolitan Transportation Plans. We agree to assist each other with technical support in the development and implementation of our respective Metropolitan Transportation Plans, as necessary.
3. We agree to work together, where appropriate, in the development and data collection of transportation system indicators, as required by the transportation planning process.

**B. Transportation Improvement Program**

1. We agree to work together with the development of mutually inclusive highway and transit projects within our planning area in Ohio, and assure that available funds are spent on projects and programs that improve the transportation system in our planning region.
2. We agree to share information and guidelines for STIP/TIP development and management and further agree to abide to our respective state's STIP/TIP guidelines.
3. To help ensure continuity of federal funds and help support project delivery, both Eastgate and AMATS agree to abide by the methodology and process used within our state to allocate federal funds to the respective MPOs.

**C. Transportation Work Program**

1. We recognize that Eastgate and AMATS are partners in the transportation planning process in the planning area. At the time of work program development, we will coordinate our planning interests and work together to develop and fund planning projects of mutual interest where appropriate, within the planning area in Ohio. Each MPO agrees to incorporate, as much as is possible, mutually inclusive emphasis areas as determined through interagency consultation.
2. To help ensure the continuity of federal funds and help support the planning process within our existing MPO planning area boundaries, each agency agrees to abide by the methodology and process currently used within each state to allocate planning funds to the respective MPO.

**D. Other Planning Activities**

1. We agree to work together to identify the need for any corridor projects of regional significance and cooperatively develop the scope of such studies in accordance with mutually agreed policies, state Department of Transportation and federal guidelines.
2. We agree to improve the selection of projects in the area by working together, sharing technology and supporting each other with our processes.
3. We agree to work together to address urban area boundary issues and review the functional classification of all public roads and streets within the region on a periodic basis. This review will be completed using the National Functional Classification System guidelines.
4. We agree to cooperate with planning and implementation of our respective management systems.

5. We agree to coordinate air quality maintenance and conformity issues as they affect our regional attainment status and conformity of each MPO's Metropolitan Transportation Plan and Transportation Improvement Program.
6. We agree to coordinate public involvement activities affecting our planning processes in our respective states.
7. We agree to keep informed of transportation developments and work together to explore new planning and research initiatives to improve the transportation systems within our contiguous Metropolitan Planning Organization boundaries.

Agreed to this 25th day of April, 2018 by:



James G. Kinnick, P.E., Executive Director  
Eastgate Regional Council of Governments



Curtis Baker, Executive Director  
Akron Metropolitan Area Transportation  
Study



**MEMORANDUM OF UNDERSTANDING**  
**Coordination of the Transportation Planning Processes**  
**Between Eastgate Regional Council of Governments and**  
**Mercer County Regional Planning Commission**

**I. Background and Purpose**

- A. The Eastgate Regional Council of Governments (Eastgate) and the Mercer County Regional Planning Commission (MCRPC) are partners in maintaining and improving the contiguous transportation systems of Mahoning and Trumbull Counties, Ohio and Mercer County, Pennsylvania, respectively. The purpose of this agreement is to define the roles and responsibilities of the two Metropolitan Planning Organizations (MPOs) as they work to improve the economy, environment, transportation systems and quality of life for the citizens within their respective planning areas.
- B. This agreement provides the framework for how the federally mandated continuing, cooperative and comprehensive transportation planning process will be conducted between these MPOs within the tri-county area. Programs and activities where coordination will occur between the two agencies include state and regional Transportation Plans (TPs), state and regional Transportation Improvement Programs (STIPs/TIPs), Transportation Planning Work Programs, Air Quality Maintenance and Conformity, and other federal, state and regional planning activities, including Congestion Management Processes (CMP) and certification review.

**II. General Points of Understanding and Agreement**

- A. We, Eastgate and MCRPC, commit to working together, as duly appointed MPOs by the governors of our respective states, to achieve the goals, where applicable, of our state and regional Transportation Plans. We will achieve this through open and honest communication, mutual trust and respect, and mutually beneficial solutions.
- B. We agree to acknowledge and value our different processes and perspectives. We understand that collaborative efforts are needed in order to achieve mutual and individual goals. We agree to provide early coordination regarding any new policy or program that may affect either agency.
- C. We agree to collaborate in the planning, conduct and reporting of transportation related information at the state and regional levels. We agree to share information and plans in order to achieve the goals of state and regional Transportation Plans, assist, where appropriate, in the joint selection of projects, and improve the coordination of investment.

- D. We agree to work together to achieve compliance with all federal planning regulations and guidance. We will work collaboratively to address the U.S. Department of Transportation - Federal Highway Administration and Federal Transit Administration certification review process, in order to continually improve upon our transportation planning processes.
- E. We agree that staffs of both MPOs will communicate regularly, as necessary, to review progress of cooperative efforts, to discuss key findings from program activities, and to discuss the scope, plans and implementation of activities under consideration for the next planning cycle.
- F. This agreement will be reviewed and updated as required, and shall be in effect until the until the 15<sup>th</sup> day of August, 2026.

### III. Specific Points of Understanding and Agreement

#### A. Metropolitan Transportation Plans

1. We recognize that the currently adopted Metropolitan Transportation Plans are the Transportation Plans for Mahoning and Trumbull Counties, Ohio and Mercer County, Pennsylvania. We agree to cooperatively work together on long range planning in the future to further enhance the validity and value of each agency's plan.
2. We agree to work together where appropriate in developing, maintaining and managing an understandable and equitable process for documenting projects of mutual benefit within the planning area for our respective Metropolitan Transportation Plans, including air quality conformity. We agree to provide early communication regarding any proposed policy or procedural changes that may impact mutually inclusive project selection or the implementation of our respective Metropolitan Transportation Plans. We agree to assist each other with technical support in the development and implementation of our respective Metropolitan Transportation Plans, as necessary.
3. We agree to work together, where appropriate, in the development and data collection of transportation system indicators, as required by the transportation planning process.

#### B. Transportation Improvement Program

1. We agree to work together with the development of mutually inclusive highway and transit projects within the planning area at the Ohio/Pennsylvania state line, and assure that available funds are spent on projects and programs that improve the transportation system in our planning region.
2. We agree to share information and guidelines for STIP/TIP development and management and further agree to abide to our respective state's STIP/TIP guidelines.
3. To help ensure continuity of federal funds and help support project delivery, both Eastgate and MCRPC agree to abide by the methodology and process used within our respective states to allocate federal funds to the respective MPOs.

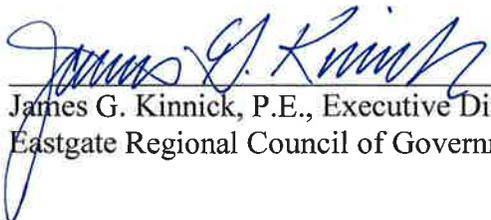
C. Transportation Work Program

1. We recognize that Eastgate and MCRPC are partners in the transportation planning process in the planning area. At the time of work program development, we will coordinate our planning interests and work together to develop and fund planning projects of mutual interest where appropriate, within the planning area at the Ohio/Pennsylvania state line. Each MPO agrees to incorporate, as much as is possible, mutually inclusive emphasis areas as determined through interagency consultation.
2. To help ensure the continuity of federal funds and help support the planning process within our existing MPO planning area boundaries, each agency agrees to abide by the methodology and process currently used within each state to allocate planning funds to the respective MPO.

D. Other Planning Activities

1. We agree to work together to identify the need for any corridor projects of regional significance and cooperatively develop the scope of such studies in accordance with mutually agreed policies, state Department of Transportation and federal guidelines.
2. We agree to improve the selection of projects in the area by working together, sharing technology and supporting each other with our processes.
3. We agree to work together to address urban area boundary issues and review the functional classification of all public roads and streets within the region on a periodic basis. This review will be completed using the National Functional Classification System guidelines.
4. We agree to cooperate with planning and implementation of our respective management systems.
5. We agree to coordinate air quality maintenance and conformity issues as they affect our regional attainment status and conformity of each MPO's Metropolitan Transportation Plan and Transportation Improvement Program.
6. We agree to coordinate public involvement activities affecting our planning processes in our respective states.
7. We agree to keep informed of transportation developments and work together to explore new planning and research initiatives to improve the transportation systems within our contiguous Metropolitan Planning Organization boundaries.

Agreed to this 15th day of August, 2016 by:

  
James G. Kinnick, P.E., Executive Director  
Eastgate Regional Council of Governments

  
Daniel Gracenin, Executive Director  
Mercer County Regional Planning Commission

**MEMORANDUM OF UNDERSTANDING FOR  
COOPERATIVE TRANSPORTATION PLANNING  
BETWEEN  
EASTGATE REGIONAL COUNCIL OF GOVERNMENTS  
AND THE TRUMBULL COUNTY TRANSIT BOARD**

This Memorandum of Understanding is agreed and entered into on this 7th day of January 2019, between the Trumbull County Transit Board, hereinafter called TCTB, and the Eastgate Regional Council of Governments, hereinafter called Eastgate. This memorandum outlines the roles and responsibilities of Eastgate, the Metropolitan Planning Organization (MPO) for Mahoning and Trumbull counties, Ohio, and TCTB, a transit operator providing demand response transit services, for carrying out federal transportation planning and programming requirements.

This memorandum, in accordance with federal requirements, provides the framework for Eastgate and TCTB to cooperatively determine their mutual roles and responsibilities for carrying out the urban transportation planning process in accordance with FTA and FHWA requirements, the Fixing America's Surface Transportation Act (FAST Act), the metropolitan and statewide planning regulations and Eastgate's program of project process. The process includes coordinating program activities between Eastgate and TCTB in the development of the Overall Transportation Work Program (OTWP), the Transit Development Program (TDP), the Metropolitan Transportation Plan (MTP), the state and regional Transportation Improvement Program (STIPs/TIPs), and other federal, state and regional planning activities, as applicable.

**I. Transportation Planning Work Program**

- A. In accordance with state and federal requirements, Eastgate annually prepares, adopts and updates the OTWP describing regional planning activities and studies. The OTWP relates regionally-significant planning activities of the state, Eastgate, TCTB, WRTA, and other participating local government agencies in an integrated, comprehensive program document.

TCTB agree to annually prepare and submit to Eastgate for inclusion in the OTWP the description of regionally-significant, transportation-related planning work intended to be carried out by TCTB.

- B. Eastgate and TCTB agree to consult and coordinate the development of transit plans and programs as they relate to existing and future multi-modal transportation needs in Mahoning and Trumbull counties, Ohio.
- C. Eastgate and TCTB agree to work together to achieve compliance with all federal planning regulations and guidance. Eastgate and TCTB will work collaboratively to address the triennial certification review, as scheduled by the U.S. Department of Transportation - Federal Highway Administration and Federal Transit Administration.

**II. Transit Development Program (TDP)/Transportation Improvement Program (TIP)**

- A. Eastgate and TCTB agree to work together in the development of transit projects within Eastgate's planning area and assure that available funds are spent on projects and programs that improve the transportation system. TCTB will submit to Eastgate a description of all transportation projects proposed to be funded with federal or non-federal funds.
- B. TCTB agrees to submit and provide documentation for transit plans and programs. Eastgate will collect and document TCTB transit planning activities and include them in Eastgate's TDP.
- C. TCTB will submit to Eastgate on a yearly basis, their short term transit plans that describe their existing transit operations and identify future transit plans. TCTB is required to submit a fiscally-constrained financial plan for existing and proposed transit projects. Eastgate will utilize this information as a primary source of documentation for programming capital projects in the STIP/TIP.

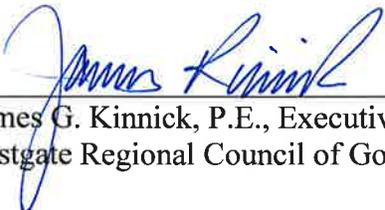
**III. Metropolitan Transportation Plan (MTP)**

- A. Eastgate, in cooperation with TCTB, will develop the MTP Plan as required by federal regulations. TCTB will submit to Eastgate data required for plan development. TCTB will be required to submit a fiscally-constrained financial plan for existing and proposed transit projects.
- B. Eastgate, in cooperation with TCTB, will conduct public involvement activities for the development and adoption of the MTP.
- C. Eastgate and the TCTB agree to work together in developing, maintaining and managing an understandable and equitable process for documenting projects within the planning area for Eastgate's Metropolitan Transportation Plan. Eastgate and TCTB agree to provide early notice of any proposed policy or procedural changes that may impact project selection or the implementation of the MTP.

**IV. Term**

This agreement shall be evaluated annually. It may be amended as necessary by agreement of both Eastgate and TCTB, and will remain in force until repealed by either Eastgate or TCTB. Eastgate and TCTB commit to continually improve the planning process and the delivery of transit services to the region.

Agreed to this 7th day of January 2019 by:

  
\_\_\_\_\_  
James G. Kinnick, P.E., Executive Director  
Eastgate Regional Council of Governments

  
\_\_\_\_\_  
Robert Faulkner, Chairman  
Trumbull County Transit Board

**MEMORANDUM OF UNDERSTANDING FOR  
COOPERATIVE TRANSPORTATION PLANNING  
BETWEEN  
EASTGATE REGIONAL COUNCIL OF GOVERNMENTS  
AND THE WESTERN RESERVE TRANSIT AUTHORITY**

This Memorandum of Understanding is agreed and entered into on this 7th day of January 2019, between the Western Reserve Transit Authority, hereinafter called WRTA, and the Eastgate Regional Council of Governments, hereinafter called Eastgate. This memorandum outlines the roles and responsibilities of Eastgate, the Metropolitan Planning Organization (MPO) for Mahoning and Trumbull counties, Ohio, and WRTA, a publicly owned transit operator providing fixed route and demand response transit services, for carrying out federal transportation planning and programming requirements.

This memorandum, in accordance with federal requirements, provides the framework for Eastgate and WRTA to cooperatively determine their mutual roles and responsibilities for carrying out the urban transportation planning process in accordance with FTA and FHWA requirements, the Fixing America's Surface Transportation Act (FAST Act), the metropolitan and statewide planning regulations, and Eastgate's program of project process. The process includes coordinating 6program activities between Eastgate and WRTA in the development of the Overall Transportation Work Program (OTWP), the Transit Development Program (TDP), the Metropolitan Transportation Plan (MTP), the state and regional Transportation Improvement Program (STIPs/TIPs), and other federal, state and regional planning activities, as applicable.

**I. Transportation Planning Work Program**

- A. In accordance with state and federal requirements, Eastgate annually prepares, adopts and updates the OTWP describing regional planning activities and studies. The OTWP relates regionally-significant planning activities of the state, Eastgate, WRTA, Trumbull County Transit Board, and other participating local government agencies in an integrated, comprehensive program document.

WRTA agree to annually prepare and submit to Eastgate for inclusion in the OTWP the description of regionally-significant, transportation-related planning work intended to be carried out by WRTA.

- B. Eastgate and WRTA agree to consult and coordinate the development of transit plans and programs as they relate to existing and future multi-modal transportation needs in Mahoning and Trumbull counties, Ohio.
- C. Eastgate and WRTA agree to work together to achieve compliance with all federal planning regulations and guidance. Eastgate and WRTA will work collaboratively to address the triennial certification review, as scheduled by the U.S. Department of Transportation - Federal Highway Administration and Federal Transit Administration.

**II. Transit Development Program (TDP)/Transportation Improvement Program (TIP)**

- A. Eastgate and WRTA agree to work together in the development of transit projects within Eastgate's planning area and assure that available funds are spent on projects and programs that improve the transportation system. WRTA will submit to Eastgate a description of all transportation projects proposed to be funded with federal or non-federal funds.
- B. WRTA agrees to submit and provide documentation for transit plans and programs. Eastgate will collect and document WRTA transit planning activities and include them in Eastgate's TDP.
- C. WRTA will submit to Eastgate on a yearly basis, their short-term transit plans that describe their existing transit operations and identify future transit plans. WRTA is required to submit a fiscally-constrained financial plan for existing and proposed transit projects. Eastgate will utilize this information as a primary source of documentation for programming capital projects in the STIP/TIP.

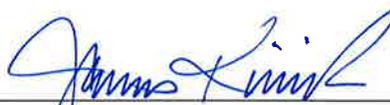
**III. Metropolitan Transportation Plan (MTP)**

- A. Eastgate, in cooperation with WRTA, will develop the MTP Plan as required by federal regulations. WRTA will submit to Eastgate data required for plan development. WRTA will be required to submit a fiscally-constrained financial plan for existing and proposed transit projects.
- B. Eastgate, in cooperation with WRTA, will conduct public involvement activities for the development and adoption of the MTP.
- C. Eastgate and the WRTA agree to work together in developing, maintaining and managing an understandable and equitable process for documenting projects within the planning area for Eastgate's Metropolitan Transportation Plan. Eastgate and WRTA agree to provide early notice of any proposed policy or procedural changes that may impact project selection or the implementation of the MTP.

**IV. Term**

This agreement shall be evaluated annually. It may be amended as necessary by agreement of both Eastgate and WRTA and will remain in force until repealed by either Eastgate or WRTA. Eastgate and WRTA commit to continually improve the planning process and the delivery of transit services to the region.

Agreed to this 7th day of January 2019 by:

  
\_\_\_\_\_  
James G. Kinnick, P.E., Executive Director  
Eastgate Regional Council of Governments

  
\_\_\_\_\_  
Dean J. Harris, CPA, Executive Director  
Western Reserve Transit Authority

Memorandum of Understanding  
Among  
Eastgate Regional Council of Governments  
Western Reserve Transit Authority (WRTA);  
Trumbull County Transit Board (TCTB)  
And  
The Ohio Department of Transportation

**I. Purpose:**

To develop, design, and implement standard procedures of operation and coordination amongst the public transportation operators, Metropolitan Planning Organizations (MPO(s)), and the Ohio Department of Transportation (ODOT) concerning the performance based planning process, including coordination on: data collection, data analysis, data sharing, target setting, reporting of targets and target achievement, data collection for the National Highway System (NHS) Asset Management Plan, and the Transit Asset Management (TAM) Plan pursuant to 23 CFR 450; 23 CFR 490; 23 CFR 515; 49 CFR 625; 49 CFR 630; & 49 CFR 673. The measures addressed include: safety, bridge condition, pavement condition, system reliability, freight movement, TAM, and Congestion Mitigation and Air Quality (CMAQ). There are additional transit safety performance measures that have not been finalized - 49 CFR 673; information on those will be added after the publication of the final rule. This document will serve as a Memorandum of Understanding, hereafter referred to as "Agreement," between all parties for all the contents and implementation processes presented herein.

**II. Introduction:**

This Agreement documents the coordination and consensus among the Eastgate Regional Council of Governments, hereafter referred to as "the MPO", Western Reserve Transit Authority (WRTA) and Trumbull County Transit Board (TCTB), hereafter referred to as "the Public Transit Operator(s)", and ODOT regarding their mutual responsibilities in carrying out the performance based transportation planning and programming process for the Youngstown-Warren-Metropolitan Planning Area (MPA) as designated to Eastgate, by the Governor of the State of Ohio.

This document shall constitute the Transportation Performance Management Cooperative Procedures Agreement to the aforementioned parties in the paragraph above. The MPO, the Public Transit Operator(s), and ODOT agree to collectively conduct a continuing, comprehensive, and cooperative metropolitan transportation planning process for the Youngstown-Warren-Boardman MPA performance targets pursuant to 23 USC 134.

#### IV. National Goals and Ohio's Commitment to Performance Based Planning:

Public transportation operators, the MPO, and ODOT will engage in performance-based planning and programming processes that result in transportation plans, programs, and projects that support the national goals of performance based planning pursuant to 23 USC 150(b) and the general purposes outlined in 49 USC 5301. The Federal-aid highway program national goals to be addressed are:

- A. Safety: To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
- B. Infrastructure condition: To maintain the highway infrastructure asset system in a state of good repair.
- C. Congestion reduction: To achieve a significant reduction in congestion on the National Highway System.
- D. System reliability: To improve the efficiency of the surface transportation system.
- E. Freight movement and economic vitality: To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
- F. Environmental sustainability: To enhance the performance of the transportation system while protecting and enhancing the natural environment.
- G. Reduced project delivery delays: To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.

In addition, federal-aid public transportation through the US Dept. of Transportation defines several specific safety and asset management goals. The federal assistance program for public transportation performance-based management is focused on asset management "state of good repair" and public safety. The goals are specified under 49 U.S.C. §5301(b) & 49 U.S.C. §5329(d)(1)(E):

- A. §5301(b):
  - 1. Provide funding to support public transportation;
  - 2. Improve the development and delivery of capital projects;
  - 3. Establish standards for the state of good repair of public transportation infrastructure and vehicles;
  - 4. Promote continuing, cooperative, and comprehensive planning that improves the performance of the transportation network;
  - 5. Establish a technical assistance program to assist recipients under this chapter to more effectively and efficiently provide public transportation service;
  - 6. Continue Federal support for public transportation providers to deliver high quality service to all users, including individuals with disabilities, seniors, and individuals who depend on public transportation;

7. Support research, development, demonstration, and deployment projects dedicated to assisting in the delivery of efficient and effective public transportation service, and;
8. Promote the development of the public transportation workforce.

B. §5329(d)(1)(E):

1. "performance targets based on the safety performance criteria and state of good repair standards established under subparagraphs (A) and (B), respectively, of subsection (b)(2)."

Currently, the Federal Transit Administration is reviewing proposals to the rulemaking before establishing public transportation safety performance measures; these measures will be incorporated in this document after the final rulemaking.

**IV. Highway Safety Improvement Program:**

A. ODOT and the MPO will establish annual targets for the following measures:

- i. Safety Performance Targets - 23 CFR 490.207(a)(1-5):
  - a. Number of fatalities;
  - b. Rate of fatalities;
  - c. Number of serious injuries;
  - d. Rate of serious injuries;
  - e. Number of non-motorized fatalities and non-motorized serious injuries.

B. ODOT and the MPO agree to use the following data source:

- i. The Ohio Department of Public Safety (ODPS) Statewide Crash Report System.
  - a. ODOT will make this data available to the MPO annually concurrent with the establishment of the statewide targets, or upon request.

C. Target Adoption:

- i. The first performance period is from 1/1/2018 to 12/31/2018.
- ii. Subsequent performance periods are 1 year periods beginning 1/1/2019 and beginning each January 1<sup>st</sup> thereafter.
- iii. ODOT will coordinate with the MPO when establishing statewide targets.
- iv. ODOT will establish statewide targets by August 31<sup>st</sup> of each year.
- v. ODOT will formally notify the MPO of the annual statewide targets.
- vi. The MPO will establish targets annually by Board resolution and submit to ODOT's Office of Statewide Planning and Research by February 27<sup>th</sup>.
- vii. The MPO will establish targets by either:
  - a. Agreeing to plan and program projects so that they contribute toward the accomplishment of ODOT's safety target (i.e., support the State target), or;

- b. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

**V. Pavement and Bridge Condition:**

- A. ODOT and the MPO will establish targets for the following pavement and bridge condition measures:
  - i. Pavement Asset Performance Targets - 23 CFR 490.307(a)(1-4):
    - 1. Percentage of interstate pavement in good condition;
    - 2. Percentage of interstate pavement in poor condition;
    - 3. Percentage of non-interstate NHS pavement in good condition;
    - 4. Percentage of non-interstate NHS pavement in poor condition.
  - ii. Bridge Asset Performance Targets - 23 CFR 490.407(c)(1-2):
    - 1. Percentage of NHS bridges classified as good condition;
    - 2. Percentage of NHS bridges classified as poor condition.
  
- B. ODOT and the MPO agree to use the following data source:
  - i. Pavement condition shall be analyzed using the Highway Performance Monitoring System (HPMS) Database;
  - ii. Bridge condition shall be analyzed using the National Bridge Inventory (NBI) Database.
  - iii. ODOT will make this data available to the MPO biennially concurrent with the establishment of the statewide targets, or upon request.
  
- C. Target Adoption:
  - i. The first performance period is from 1/1/2018 to 12/31/2021.
  - ii. Subsequent performance periods are 4 year periods beginning 1/1/2022 and beginning every 4 years thereafter.
  - iii. ODOT will coordinate with the MPO when establishing statewide targets.
  - iv. ODOT will establish 2-year and 4-year statewide targets by May 20, 2018 for the first performance period.
  - v. ODOT will formally notify the MPO of the 2-year and 4-year statewide targets.
  - vi. The MPO will establish 4-year targets by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research by November 16, 2018 for the first performance period.
  - vii. In subsequent performance periods, ODOT will establish 2-year and 4-year statewide targets by October 1<sup>st</sup>. ODOT will coordinate with the MPO when establishing statewide targets. ODOT will formally notify the MPO of the 2-year and 4-year statewide targets.
  - viii. In subsequent performance periods, the MPO will establish targets for the metropolitan planning area by Board resolution and will submit such targets to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of ODOT's statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.
  - ix. The MPO will establish targets by either:

1. Agreeing to plan and program projects so that they contribute toward the accomplishment of the State DOT target for that performance period (i.e., support the State target), or,
2. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

**D. Target Adjustments.**

- i. ODOT may adjust established statewide 4-year targets in the Mid-Performance Period Report pursuant to 23 CFR 490.105 (e)(6).
  1. If ODOT adjusts established statewide 4-year targets, the MPO will be formally notified of the change.
  2. If the MPO established targets by supporting ODOT's statewide target(s), the MPO will report to ODOT whether it will continue to support ODOT's statewide 4-year target(s), or commit to a new quantifiable 4-year target for its metropolitan planning area by Board resolution and submitting such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of the adjusted statewide 4-year target(s).
- ii. If the MPO established quantifiable 4-year target(s) for its metropolitan planning area, the MPO may adjust its 4-year target(s) at the Mid-Performance Period Report, regardless of whether or not ODOT adjusts its 4-year target(s).
  1. If the MPO adjusts its 4-year target(s), the MPO will establish such adjusted target(s) by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research on or before October 1<sup>st</sup> of each year a performance report is due.
  2. If the MPO opts to make changes to its targets, either party may opt to coordinate the changes through conference calls.

**VI. System Performance, Freight Movement, and CMAQ – Traffic Congestion and Emissions:**

- A. ODOT and the MPO will establish targets for the following measures:
  - i. System Performance - 23 CFR 490.507(a)(1-2):
    1. Percent of the person-miles traveled on the Interstate that are reliable (Interstate Time Travel Reliability (TTR));
    2. Percent of the person-miles traveled on the Non-Interstate NHS that are reliable (Non-Interstate NHS TTR).
  - ii. Freight Movement - 23 CFR 490.607:
    1. Truck Travel Time Reliability Index (TTTR).
  - iii. CMAQ Traffic Congestion - 23 CFR 490.707(a-b):
    1. Annual Hours of Peak Hour Excessive Delay per Capita (PHED).
    2. Percent of Non-Single Occupant Vehicle travel (Non-SOV).
  - iv. CMAQ Emissions - 23 CFR 490.807:
    1. Total emission reduction for all projects funded by the CMAQ program, of each criteria pollutant and applicable precursors

(Particulate Matter, 2.5 micrometers or less (PM<sub>2.5</sub>), Volatile Organic Compound (VOC), and Nitrogen Oxides (NO<sub>x</sub>)).

- B. ODOT and the MPO agree to use the following data source and methodology:
  - i. Interstate TTR, and Non-Interstate NHS TTR, TTTR, and PHED shall be analyzed using the National Performance Management Research Data Set (NPMRDS).
    - 1. For the calculation of PHED, ODOT and the MPO agree to use the weekday afternoon period measure of:
      - 1. 3:00PM – 7:00PM or 4:00PM – 8:00PM.
  - ii. Non-SOV travel shall be analyzed using the American Community Survey.
  - iii. Total emissions reduction shall be analyzed using the Federal Highway Administration's Congestion Mitigation and Air Quality (FHWA CMAQ) Public Access System Database.
  - iv. ODOT will make this data available to the MPO biennially concurrent with the establishment of the statewide targets, or upon request.
- C. Target Adoption for System Reliability, Freight Movement, and CMAQ Emissions:
  - i. Travel Time Reliability, Freight Movement, and CMAQ Traffic Congestion Measures Performance Periods:
    - 1. The first performance period is from 1/1/2018 to 12/31/2021.
    - 2. Subsequent performance periods are 4 year periods beginning 1/1/2022 and beginning every 4 years thereafter.
  - ii. Total CMAQ Emission Reduction Performance Periods:
    - 1. The first performance period is from 10/01/2017 to 09/30/2021.
    - 2. Subsequent performance periods are 4 year periods beginning 10/01/2021 and beginning every 4 years thereafter.
  - iii. ODOT will coordinate with the MPO when establishing statewide targets.
  - iv. ODOT will establish 4-year statewide targets for non-Interstate NHS TTR; and 2-year and 4-year statewide targets for Interstate TTR, TTTR, and total emissions reduction by May 20, 2018 for the first Performance Period.
  - v. ODOT will formally notify the MPO of the 2-year and 4-year statewide targets.
  - vi. The MPO will establish 4-year targets for Interstate and non-Interstate NHS TTR and TTTR by November 16, 2018 for the first performance period.
  - vii. The MPO will establish Total Emissions Reduction appropriate targets as follows: each applicable pollutant or precursor by November 16, 2018 for the first performance period:
    - 1. MPOs with a population exceeding 1,000,000 must establish 2-year and 4-year targets;
    - 2. MPOs with a population of less than 1,000,000 must establish 4-year targets.
  - viii. In subsequent performance periods, ODOT will coordinate with the MPO when establishing statewide targets. ODOT will establish statewide

targets by October 1<sup>st</sup>. ODOT will formally notify the MPO of the statewide targets.

- ix. In subsequent performance periods, the MPO will establish targets for the metropolitan planning area by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of ODOT's statewide targets or, for multi-state MPOs, the establishment of statewide targets that occurs last.
- x. The MPO will establish targets either by:
  - 1. Agreeing to plan and program projects so that they contribute toward the accomplishment of the State DOT target for that performance period (i.e., support the State target), or
  - 2. Committing to a quantifiable target for that performance measure for their metropolitan planning area.

D. Target Adoption for Non-SOV and PHED:

- i. ODOT and the MPO will collaboratively establish a single 2-year and 4-year target for the percent of non-SOV travel and a 4-year target for PHED in each applicable urbanized area by May 20, 2018 for the first performance period.
- ii. In subsequent performance periods, ODOT and the MPO will collaboratively establish a single 2-year and 4-year target for the percent of non-SOV travel and PHED in each applicable urbanized area by October 1<sup>st</sup>.
- iii. The MPO will establish such target by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research By May 20<sup>th</sup> in each year a performance target is due.

E. Target Adjustments for System Reliability, Freight Movement, and CMAQ Emissions:

- i. ODOT may adjust established statewide 4-year targets in the Mid-Performance Period Report pursuant to 23 CFR 490.105(e)(6).
  - 1. If ODOT adjusts established statewide 4-year targets, the MPO will be formally notified of the change.
  - 2. If the MPO established targets by supporting ODOT's statewide target(s), the MPO will report to ODOT whether it will continue to support ODOT's statewide 4-year target(s) or commit to a new quantifiable 4-year target for its metropolitan planning area. The target(s) will be established by Board resolution and the MPO shall submit such resolution to ODOT's Office of Statewide Planning and Research within 180 days of the establishment of the adjusted statewide 4-year target(s).
- ii. If the MPO established quantifiable 4-year target(s) for its metropolitan planning area, the MPO may adjust its 4-year target(s) at the Mid-Performance Period regardless of whether ODOT adjusts its established statewide 4-year target(s).
  - 1. If the MPO adjusts its 4 year target(s), the MPO will establish the adjusted target(s) by Board resolution and submit such resolution

to ODOT's Office of Statewide Planning and Research on or before October 1<sup>st</sup> of each year a state biennial performance report is due.

**F. Target Adjustment for Non-SOV and PHED:**

- i. ODOT and the MPO may jointly develop and agree upon adjustments to the establish 4-year target(s) for each applicable urbanized area in the Mid-Performance Period Report.
  1. Either party may opt to coordinate the changes through conference calls
- ii. If the target is adjusted, the MPO must adopt such joint adjustment by Board resolution and submit such resolution to ODOT's Office of Statewide Planning and Research on or before October 1<sup>st</sup> of each year a performance report is due.

**VII. Transit Asset Management (TAM) Plan:**

**A. Definitions - 49 CFR 625.5.**

- i. Recipient means an entity that receives Federal financial assistance under 49 USC Chapter 53, either directly from the Federal Transit Administration (FTA) or as a sub-recipient.
- ii. Direct Recipient means an entity that receives Federal financial assistance directly from the FTA.
- iii. Sub-recipient means an entity that receives Federal transit grant funds indirectly through a State or a direct recipient.
- iv. Sponsor means a State, a designated recipient, or a direct recipient that develops a group TAM for at least one tier II provider.
- v. Tier I provider means a recipient that owns, operates, or manages either:
  1. one hundred and one (101) or more vehicles in revenue service during peak regular service across all fixed route modes or in any one non-fixed route mode, or;
  2. rail transit.
- vi. Tier II provider means a recipient that owns, operates, or manages:
  1. one hundred (100) or fewer vehicles in revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode;
  2. a sub-recipient under the 5311 Rural Area Formula Program, or;
  3. is any American Indian tribe.
  4. Both TCTB and WRTA are designated Tier II operators at the time of the signing of this agreement.

- B. TAM plans will be updated by these providers in concert with development of the Transportation Improvement Program/Statewide Transportation Improvement Program (TIP/STIP). Tier II providers have the option of participating in completion of a group TAM plan developed by a sponsor. Each TAM will cover a four-year horizon. TAMs for Tier I providers will include components i-ix below while TAMs for Tier II providers will include only components i-iv - 49 CFR**

625.43. Sub-recipients that operate closed-door service not open to the general public or a segment of the general public are not subject to the TAM requirements. This agreement specifies that all FTA federal aid recipients and sub-recipients receiving chapter 53 funding are designated as public transit operators, and are referenced as "the Public Transit Operator(s)," as expressed in this agreement.

- i. Tier I and tier II public transportation operators that receive Chapter 53 funding will create an initial individual TAM plan by October 1, 2018; all Sec. 5311 and rural 5310 recipients or sub-recipients will participate in ODOT's TAM plan.
- ii. Western Reserve Transit Authority will serve as the TAM Plan Sponsor for all current and future FTA Sec. 5310 urban, non-closed door, grant sub-recipients in the MPA.

C. Components of a TAM Plan:

- i. Inventory of capital assets owned, except equipment with an acquisition value under \$50,000 that is not a service vehicle;
- ii. Condition assessment of inventoried assets for which a provider has direct capital responsibility;
- iii. Description of analytical processes or decision support tools used to estimate capital needs and prioritization;
- iv. Project-based prioritization of investments;
- v. A provider's TAM and state of good repair (SGR) policy;
- vi. A provider's TAM plan implementation strategy;
- vii. A description of key TAM activities that a provider plans to engage in during the TAM plan horizon period.
- viii. A summary or list of resources, including personnel, that a provider needs to develop and carry out the TAM plan;
- ix. A provider's outline of how it will monitor, update and evaluate the TAM plan and related business practices to ensure ongoing improvement of its TAM management practices.

D. The following State of Good Repair performance measures for capital assets are to be used as applicable in all TAM plans - 49 CFR 625.43:

- i. Equipment: (non-revenue) service vehicles. Percentage of vehicles that have met or exceeded their Useful Life Benchmarks (ULB).
- ii. Rolling stock: Percentage of revenue vehicles within a particular asset class that have met or exceeded their ULB.
- iii. Infrastructure: rail fixed-guideway, track, signals, and systems. The percentage of track segments with performance restrictions.
- iv. Facilities. Percentage of facilities within a particular asset rated below condition 3 on the Transit Economic Requirements Model (TERM) scale.

E. Setting Performance Targets:

- i. Tier I and II providers, in coordination with sponsors as appropriate, will set asset class initial targets for each of the applicable performance

measures by January 1, 2017 for the following fiscal year - 49 CFR 625.45. Future targets will be set at least once every fiscal year by January 1<sup>st</sup> - 49 CFR 625.45.

- ii. Providers, sponsors, MPOs and ODOT will coordinate to the extent practicable in the selection of TAM targets.
- iii. The MPO will establish performance targets not later than 180 days after the provider(s) of public transportation establishes their initial performance targets.
- iv. General Sec. 5307 MPO TAM targets are not required to be updated annually, but must be revisited when the MPO updates its MTP and/or TIP. Initial target must be established by June 30, 2017.

F. Each Tier I and Tier II providers or TAM plan sponsor agrees to submit annual Asset Inventory Module (AIM) data, TAM targets, and narrative reports to the National Transit Database (NTD). On behalf of its participants, sponsors will submit one consolidated annual AIM data report, one consolidated targets report, and one consolidated annual condition assessment narrative report to the NTD. The narrative reports will provide information on transit agency asset conditions, changes from the previous year, and progress made in achieving targets. Submissions will occur by October 1<sup>st</sup> annually with the first AIM and targets in 2018 and the first narrative report in 2019 - 49 CFR 625.55.

G. Each Tier I and Tier II providers agree to maintain records and documents that support the TAM plan. These providers will also make such records including the TAM plan, performance targets documentation, investment strategies, and annual condition assessment reports available to the MPO and ODOT - 49 CFR 625.53.

## **VIII. Transportation Performance Reporting**

### **A. Metropolitan Transportation Plan (MTP):**

#### **i. Timeline:**

- 1. On or after May 27, 2018 with regard to the safety measures in section IV of this agreement.
- 2. On or after October 1, 2018 with regard to TAM measures in section VII of this agreement.
- 3. On or after May 20, 2019 with regard to pavement condition, bridge condition, system reliability, freight movement, CMAQ traffic congestion, and Total CMAQ emission reduction measures in section V and VI of this agreement.

#### **ii. MTPs amendments and updates must include:**

- 1. A description of the performance measures and performance targets used in assessing the performance of the transportation system in accordance with 23 CFR 450.306(d) [23 CFR 450.324(f)(3)].
- 2. A system performance report that evaluates the condition and performance of the transportation system with respect to the

performance targets in accordance with 450.306(d) [23 CFR 450.324(f)(4)].

1. The System performance report must include:
  - i. Condition and performance of the transportation system with respect to the targets - 23 CFR 450.324(f)(4).
  - ii. Progress achieved by the metropolitan planning organization in meeting the performance targets in comparison with system performance recorded in previous reports, including baseline data - 23 CFR 450.324(f)(4)(i).
  - iii. For metropolitan planning organizations that voluntarily elect to develop multiple scenarios, an analysis of how the preferred scenario has improved the conditions and performance of the transportation system and how changes in local policies and investments have impacted the costs necessary to achieve the identified performance targets [23 CFR 450.324(f)(4)(ii)].
  - iv. The MPO shall report vehicle miles traveled (VMT) estimate and methodology if a quantifiable rate target was established.
  - v. Once Transportation Performance Management (TPM) is included in the MPO MTP, the TPM information in the MTP only needs to be updated at the normal MTP updates (at either 4 or 5 years). The update shall include updated performance targets and the progress achieved by the MPO in meeting the performance targets in comparison with system performance recorded in previous reports, including baseline data.

**B. Reporting in the TIP:**

- i. Timeline:
  1. On or after May 27, 2018 with regard to the safety measures in section IV of this agreement.
  2. On or after October 1, 2018 with regard to TAM measures in section VII of this agreement.
  3. On or after May 20, 2019 with regard to pavement condition, bridge condition, system reliability, freight movement, CMAQ traffic congestion, and Total CMAQ emission reduction measures in section V and VI of this agreement.
- ii. TIP amendments and updates must include, to the maximum extent practicable:
  1. A description of the anticipated effect of the TIP toward achieving the performance targets identified in the metropolitan

transportation plan, linking investment priorities to those performance targets - 23 CFR 450.326.

**C. NHS Asset Management Plan Data Collection:**

i. Pavement Condition:

1. ODOT surveys Ohio's entire federal aid highway system pavement condition on a two-year cycle. Pavement condition data is maintained in a variety of databases including ODOT's public access Transportation Information Mapping System (TIMS). ODOT will annually, or upon request, provide the MPO with pavement condition data.

ii. Bridge Condition:

1. ODOT annually inspects all NHS bridges which ODOT owns or has formally assigned maintenance responsibilities. Local governments annually inspect all NHS bridges they own. ODOT and local governments maintain long standing agreements for the local governments to provide ODOT the inspection results for locally owned bridges. ODOT maintains all bridge inspection data (including non-Interstate NHS bridge data) in multiple databases, including ODOT's public access Transportation Information Mapping System (TIMS). ODOT will annually, or upon request, provide the MPO with bridge condition data.

**IX. Updating, Modifying, or Termination the Agreement:**

This Agreement constitutes the Transportation Performance Management Cooperative Procedures agreement between the parties, any changes or modifications to this Agreement shall be made and agreed to in writing by all parties.

**X. Signatures:**

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

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

**XI. Appendix A:**

Appendix A: details the breakdown of each performance measure under 23 CFR 490, 23 CFR 515; & 49 CFR 625; and is meant as a quick reference guide.

Appendix A lists each performance measure, the network applicability, the data source for each performance measure, applicability by geography, responsible

agency for target setting, critical dates for performance period 1, reporting methodology, and required coordination in work outputs.

Appendix A: Ohio Performance Based Planning MPO / Public Transit Operator / ODOT Agreement Addendum

Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum*										
Schedules										
Measure	Network	Data Source	Applicable Areas	Target Setting		State Reporting	MPO Reporting	Consultation		
				State	MPOs					
<b>Safety</b>	Number of Fatalities	All Public Roads	ODPS sourced STW crash data - rolling 5 year average	Ohio All MPOs	ODOT STW targets, annually, by August 31st	MPOs establish targets annually by August 31st either supporting statewide target or committing to quantifiable target for MPA	Reported in HSIP report annually by August 31st	MTP (System Performance Report) and TIP updates or amendments after May 27, 2018	ODOT provides ODPS sourced crash data to MPOs	
	Rate of Fatalities									
	Number of Serious Injuries									
	Rate of Serious Injuries									
	Number of Non-motorized Fatalities and Non-motorized Serious Injuries									
<b>Pavement Condition</b>	Percentage Interstate System pavements in Good condition	Interstate System	HPMS	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides HPMS sourced pavement data to MPOs	
	Percentage Interstate System pavements in poor condition									
	Percentage of non-Interstate NHS pavements in Good condition									
	Percentage of non-Interstate NHS pavements in Poor condition									

## Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum\*

		Schedules						
Measure	Network	Data Source	Applicable Areas	Target Setting		State Reporting	MPO Reporting	Consultation
				State	MPOs			
<b>Bridge Condition</b>  Percentage of NHS bridges classified as in Good condition  Percentage of NHS bridges classified as in Poor condition	NHS	NBI	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NBI sourced data to MPOs
				ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NBI sourced data to MPOs
<b>NHS TTR</b>  Percent of Person-Miles Traveled on the Interstate System that are Reliable  Percent of Person-Miles Traveled on the Non-Interstate System that are Reliable	Interstate System	NPMRDS	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW targets by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NPMRDS sourced data sets to MPOs
	NHS Non-Interstate			ODOT establishes 4 yr. STW target by 5/20/18*	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NPMRDS sourced data sets to MPOs
<b>Freight - TTR</b>  Truck Travel Time Reliability (TTR) Index: The sum of maximum TTR for each segment,	Interstate System	NPMRDS	Ohio All MPOs	ODOT establishes 2 and 4 yr. STW	MPOs establish 4 yr. targets by 11/16/18*	Baseline due: 10/1/2018* Mid due: 10/1/2020*	MTP (System Performance Report) and TIP updates or	ODOT provides NPMRDS sourced data sets to MPOs

## Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum\*

		Schedules					
Measure	Network	Data Source	Applicable Areas	Target Setting		Consultation	
				State	MPOs		
divided by total Interstate miles				targets by 5/20/18* by either supporting statewide targets or committing to quantifiable targets for MPA	Full due: 10/1/2022*  LRSTP & STIP updates or amendments after May 20, 2019	amendments after May 20, 2019	
<b>Peak Hour Excessive Delay</b>	NHS	NPMRDS & Census or FHWA approved urbanized area pop.	Urbanized Areas (see PHED_Non-SOV worksheet)	State DOTs and MPOs collaborate to establish a single 4 year target for each applicable urbanized area, by May 20, 2018*.		Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019
					LRSTP & STIP updates or amendments after May 20, 2019	ODOT provides NPMRDS sourced data sets to MPOs  States and MPOs to agree on the afternoon peak hours of 3:00 – 7:00 p.m. or 4:00 - 8:00 p.m.	

## Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum\*

		Schedules						
Measure	Network	Data Source	Applicable Areas	Target Setting		State Reporting	MPO Reporting	Consultation
				State	MPOs			
<b>Non-SOV Travel</b>	N/A	American Community	Urbanized Areas (see PHED_Non-SOV worksheet)	ODOT and MPOs collaborate to establish a single, unified 2 and 4 year target for each applicable urbanized area, by May 20, 2018*.		Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT provides NPMRDS sourced data sets to MPOs
						LRSTP & STIP updates or amendments after May 20, 2019	N/A	States and MPOs to agree on data set to use
<b>Total CMAQ Emissions</b>	N/A	FHWA CMAQ Public Access System	Ohio AMATS BHJ ERPC LCATS MORPC MVRPC NOACA OKI SCATS	MPOs establish 4 yr. targets by 11/16/18* by either supporting statewide targets or committing to quantifiable targets for MPA	ODOT establishes 2 & 4 yr. STW targets by 5/20/18*	Baseline due: 10/1/2018* Mid due: 10/1/2020* Full due: 10/1/2022*	MTP (System Performance Report) and TIP updates or amendments after May 20, 2019	ODOT and MPOs utilize FHWA CMAQ Public Access System database.
						LRSTP & STIP updates or amendments after May 20, 2019	N/A	

## Ohio Performance Based Planning MPO/Public Transit Operator/ODOT Agreement Addendum\*

		Schedules								
		Measure	Network	Data Source	Applicable Areas	Target Setting		State Reporting	MPO Reporting	Consultation
						State	MPOs			
Transit Asset Management Plan	Transit – Capital State of Good Repair	N/A	National Transit Database	Transit Operator Capital Assets	<p>Applicable transit Tier I &amp; II providers will establish a state of good repair targets by 01/01/17 (&amp; Annually by January 1st) and TAM Plans by 10/01/2018 (&amp; Annually by January 1st).</p> <p>Participants under the State's TAM Plan will submit their data annually to their TAM Sponsor in a time frame applicable to the transit provider and the TAM sponsor.</p> <p>MPOs must establish targets within 180 days of the initial public transit operator(s) targets; targets should be revisited with each MTP/TIP update, made after October 1, 2018.</p>	LRSTP & STIP updates or amendments after October 1, 2018.	MTP and TIP updates or amendments after October 1, 2018.	Applicable Tier I & II providers will coordinate state of good repair data with their MPOs		
	N/A	Interstate NHS system	TIMS	ODOT	N/A	N/A	State will provide pavement and bridge data to MPOs upon request	N/A	ODOT and MPOs coordinate data by consultation	

\*Applicable to Performance Period 1 Only

Peak Hour Excessive Delay (PHED) & Non-SOV Travel - Applicable Areas*			
Urbanized Area	Coordinating State DOTs	Coordinating MPOs	Performance Period
Cincinnati	ODOT KYTC	OKI	1
Cleveland	ODOT	NOACA AMATS	1
Columbus	ODOT	MORPC LCATS	1
Akron	ODOT	AMATS NOACA SCATS	2
Canton	ODOT	SCATS AMATS	2
Dayton	ODOT	MVRPC CCSTCC OKI	2
Huntington	ODOT WV/DOT KYTC	KYOVA RIC	2
Toledo	ODOT MDOT	TMACOG SEMCOG	2
Youngstown	ODOT Penn DOT	Eastgate AMATS SVTC	2

\*Applicable to Performance Period 1 Only

**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO(s), Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

Agency/Organization Name: The Ohio Department of Transportation

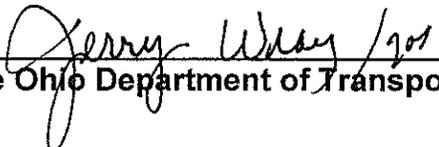
Agent Name: Jerry Wray

Agent Title: Director

Address: 1980 W. Broad St. Columbus, Ohio 43223

Phone Number: (614) 466-2336

Agency Website Address: <http://www.dot.state.oh.us/pages/home.aspx>  
(If Applicable)

 Date: 7/3/18  
The Ohio Department of Transportation Representative

**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO(s), Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

**Agency/Organization Name: Eastgate Regional Council of Governments**

**Agent Name: James Kinnick**

**Agent Title: Executive Director**

**Address: 100 E. Federal St. Suite 1000, Youngstown, Ohio 44503**

**Phone Number: 330-799-3800**

**Agency Website Address: http://www.eastgatecog.org**  
(If Applicable)

  
\_\_\_\_\_  
MPO Representative

Date: June 11, 2018

**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO(s), Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

**Agency/Organization Name: Western Reserve Transit Authority**

**Agent Name: Marianne Vaughn**

**Agent Title: Acting Executive Director**

**Address: 604 Mahoning Avenue Youngstown, Ohio 44502**

**Phone Number: 330-744-8431**

**Agency Website Address: http://www.wrtaonline.com**  
(If Applicable)

Marianne Vaughn Date: 6-7-2018  
Public Transit Operator Representative

**Memorandum of Understanding  
Performance Based Transportation Planning Processes  
Parties: MPO(s), Public Transit Operator(s), and the Ohio DOT**

Note: Signatures appear on separate, multiple pages.

**Agency/Organization Name:** Trumbull County Transit System

**Agent Name:** Bob Faulkner

**Agent Title:** Chairman

**Address:** 160 High Street NW, Warren, Ohio 44481

**Phone Number:** 330-770-3079

**Agency Website Address:** \_\_\_\_\_  
(If Applicable)

 **Public Transit Operator Representative**      Date: June 7, 2018