

Inter-Agency Transportation Demand Management Service Agreement

This Inter-Agency Transportation Demand Management Service Agreement (the “Inter-Agency Agreement”) is effective January 1, 2020 (the “Effective Date”) by and between the Mid-Ohio Regional Planning Commission, an Ohio nonprofit organization and governmental subdivision, located at 111 Liberty Street, Suite 100, Columbus, Ohio, 43215 (“MORPC”), and the undersigned agencies identified in Schedule 1 attached hereto and incorporated herein (each an “Agency”, collectively, the “Agencies”), (MORPC and each Agency each a “Party” and collectively, the “Parties”).

WHEREAS, MORPC and the Agencies desire to combine and enhance ride matching services into one integrated and scalable Transportation Demand Management (“TDM”) online software system to support and incentivize alternative transportation options available to travelers and reduce Vehicle Miles Traveled (“VMT”);

WHEREAS, MORPC and the Agencies have found it advantageous for MORPC, on behalf of itself and the Agencies, to extend a Subscription and Services Agreement with Right-Click Solutions, Inc. d/b/a RideAmigos Corp. (“RideAmigos”), attached hereto and incorporated herein as Schedule 2, inclusive of its Exhibits A-J and Amendment 1 (the “RideAmigos Agreement”). All capitalized terms not defined in the present Inter-Agency Agreement shall have the meaning defined in the RideAmigos Agreement;

WHEREAS, pursuant to the RideAmigos Agreement, MORPC, as the “Customer,” and the Agencies, as the “Permitted Entities,” are granted certain rights to use and offer to “End Users” certain “Services” provided by RideAmigos, including use of the RideAmigos “Platform”, which shall include multiple unique instances of the Platform (“Sub-Sites”), each for use by each Agency and its respective End User; and

WHEREAS, MORPC and the Agencies desire to work cooperatively in establishing, offering, and maintaining the Services to End Users via the Platform and Sub-Sites (“the Program”).

NOW THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section I: General Obligations of MORPC

- A. MORPC agrees to work cooperatively with each Agency for the undertakings herein described.
- B. MORPC agrees to designate a staff person to serve as Primary System Administrator, as described in the RideAmigos Agreement and as identified in Exhibit A thereto. MORPC agrees to timely notify the Agencies of any changes in its designee or designee contact information.

- C. MORPC shall have the powers, rights, obligations, and liabilities of the Customer as described in the RideAmigos Agreement. Provided, however, that the Parties hereto agree to share all responsibility for fees and payment owed by the Customer to RideAmigos pursuant to the RideAmigos Agreement in the manner set forth in Schedule 1 attached to this Inter-Agency Agreement.
- D. The Parties hereto agree that any liability MORPC may incur as the Customer under the RideAmigos Agreement shall be born by each of the Agencies in proportion to its prorate financial obligations under this Interagency Agreement.
- E. MORPC shall have no additional responsibility, other than any responsibilities as Customer under the RideAmigos Agreement, to any Agency for the duties and obligations of RideAmigos to provide the Services under the RideAmigos Agreement, including the functionality, configuration, and performance of the Platform and any Sub-Site and any Support Services.

Section II: General Obligations of Each Agency

- A. Each Agency agrees to work cooperatively with all other Parties for the undertakings herein described.
- B. Each Agency agrees to designate a staff person to serve as point of contact and Sub-Site System Administrator as set forth in Schedule 1. Each Agency agrees to timely notify MORPC and the other Agencies of any changes in its designee or designee contact information.
- C. Each Agency shall have the powers, rights, obligations, and liabilities of the Permitted Entity as described in the RideAmigos Agreement.

Section III: Contracting Party with RideAmigos

- A. While MORPC shall serve as the sole contracting party with RideAmigos in the RideAmigos Agreement, attached hereto as Schedule 2, in order to procure the Services for all all Parties hereto, the particular allocation of rights and liabilities among the Parties in the present Agreement shall govern the relations of the Parties hereto.

Section IV: Payment Obligations of the Parties

- A. Subject to the collection of payments from the Agencies, MORPC shall be responsible for timely payment of fees and charges owed to RideAmigos pursuant to the RideAmigos Agreement.
- B. Each Agency agrees to make timely payment to MORPC of the Agency's equal portion of the fees and charges owed to RideAmigos as set forth in Schedule 1, plus any applicable sales, use, excise, or other taxes. For the avoidance of doubt, all of the undersigned

Agencies agree to each pay an equal share of \$33,750 for the first six months of 2020 services, which shall be credited to each Agency to either eliminate the January 1, 2020 payment or reduce it to the extent of funds received on a pro rata basis) and \$7,500 for July 1, 2020 through June 30, 2021 Services (collectively the "Total Aggregate Annual Payment"), by the dates and in the individual amounts set forth in Schedule 1, subject to amendments as permitted under this Inter-Agency Agreement pursuant to Section XIII.

- C. As indicated in Schedule 1, Kentucky Ohio West Virginia Interstate Planning Commission (KYOVA) further agrees to make timely payment to MORPC of the Agency's the one-time fees and charges owed for brand development, as set forth in Schedule 1, plus any applicable sales, use, excise, or other taxes. For the avoidance of doubt, KYOVA agrees to make a one-time payment to MORPC for said brand development services by January 1, 2020 in the amount of \$1,000. Any obligation for future brand development services, including with any newly added agencies in the future, will be by agreement only.
- D. All payments shall be delivered by each Agency to MORPC at the address listed in Schedule 1 on or before the applicable payment due date identified in Schedule 1
- E. Any amount not paid by an Agency to MORPC when due may be subject to finance charges, at MORPC's sole discretion equal to 1.0% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Amounts due from an Agency to MORPC under this Inter-Agency Agreement may not be withheld or offset by the Agency against amounts due to Agency for any reason. All amounts payable under this Inter-Agency Agreement are denominated in United States dollars, and Agency will pay all such amounts in United States dollars.

Section V: Term of Inter-Agency Agreement

- A. This Inter-Agency Agreement shall have the same Term as the Term for the RideAmigos Agreement, as identified in item No. 5 of Exhibit A thereto and as may be extended or earlier terminated as provided in the RideAmigos Agreement. Termination of the RideAmigos Agreement shall terminate this Inter-Agency Agreement.
- B. MORPC may exercise the right of the Customer to terminate the RideAmigos Agreement pursuant to its terms, provided, however, that such termination shall require either (1) a majority vote of all Agencies; or (2) the failure of any Agency to agree to serve as the Customer on behalf of all remaining Agencies in place of MORPC within thirty (30) days of MORPC providing Notice to all Agencies of its intention to terminate its participation in the RideAmigos Agreement and the contractual basis for such termination. If MORPC so terminates the RideAmigos Agreement on behalf of all Agencies, MORPC shall pay to each Agency such Agency's proportionate share of any fees and charges refunded to MORPC pursuant to the terms of the RideAmigos Agreement.

Section VI: Termination of Inter-Agency Agreement

- A. Each Agency shall have the right to terminate its participation in this Inter-Agency Agreement if MORPC is in breach of its material obligations in this Inter-Agency Agreement, and such Agency notifies MORPC of such breach and its intent to terminate and allows MORPC 30 days (upon receipt of such notice) to cure such breach. If MORPC fails to cure such breach within such 30-day period, this Inter-Agency Agreement shall terminate with respect to the notifying Agency only unless the notifying Agency agrees to a longer period for cure; such agreement shall not be unreasonably withheld or delayed and shall be granted where the circumstances require a longer period for cure.
- B. Any Agency may also terminate this Inter-Agency Agreement with 60 days' written notice to MORPC prior to the next applicable Payment Due Date, as indicated in Schedule 1, which written notice will be communicated promptly upon receipt by MORPC to the remaining Agencies under this Inter-Agency Agreement.
- C. In the event of early termination for any reason by an Agency, all non-terminating Agencies shall bear responsibly to pay an equal share of all unpaid Total Aggregate Annual Payments and other obligations of the Agencies hereunder. MORPC shall amend Schedule 1 accordingly and notify the non-terminating Agencies. A terminating Agency shall bear no further responsibility for future Total Aggregate Annual Payments but shall remain subject to any liability incurred prior to termination and shall not be entitled to a refund of any amounts previously paid.
- D. MORPC shall have the right to suspend services under this Inter-Agency Agreement or to terminate this Inter-Agency Agreement with 30 days' notice for failure of an Agency to timely pay any of MORPC's invoices authorized under this contract.
- E. MORPC shall have the right to terminate this Inter-Agency Agreement if the RideAmigos software vendor discontinues support and/or maintenance of the RideAmigos software, or if RideAmigos no longer permits MORPC and/or any Agency remote access to the RideAmigos platform.

Section VII: Non-Discrimination

- A. During the performance of this Inter-Agency Agreement, MORPC for itself, its assignees and successors in interest agrees as follows:
 - 1. *Compliance with Regulations:* MORPC will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as "Regulations"), which are herein incorporated by reference and made a part of this Inter-Agency Agreement.
 - 2. *Nondiscrimination:* MORPC, with regard to the work performed by it after the execution of this Inter-Agency Agreement, will not discriminate on the grounds of

race, color, creed, religion, ancestry, national origin, gender or sex (including pregnancy, gender identification or expression, and sexual orientation), gender identity or expression, age (including federally protected 40 years or older), disability or other handicap, genetic information, marital/familial status, military status (past, present or future), limited English proficiency, medical conditions, or income or status with regard to public assistance in the selection and retention of contractors and consultants, including in the procurement of materials and leases of equipment. MORPC will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Contracts, including Procurement of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by MORPC for work to be performed under a contract, including procurement of materials or equipment, each potential contractor or supplier will be notified by MORPC of MORPC's obligations under this Inter-Agency Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, creed, religion, ancestry, national origin, gender or sex (including pregnancy, gender identification or expression, and sexual orientation), gender identity or expression, age (including federally protected 40 years or older), disability or other handicap, genetic information, marital/familial status, military status (past, present or future), limited English proficiency, medical conditions, or income or status with regard to public assistance.
4. *Information and Reports:* MORPC 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, orders and instructions. Where any information required of MORPC is in the exclusive possession of another who fails or refuses to furnish this Information, the MORPC will so certify to ODOT, FHWA or FTA as appropriate, and will set forth what efforts it has made to obtain the information.
5. *Sanctions for Noncompliance:* In the event of MORPC's noncompliance with the nondiscrimination provisions of this Inter-Agency Agreement, ODOT will impose such Inter-Agency Agreement sanctions as ODOT, FHWA, or FTA may determine to be appropriate, including, but not limited to:
 - a). Withholding of payments to MORPC under this Inter-Agency Agreement until MORPC complies, and/or;
 - b). Cancellation, termination, or suspension of this Inter-Agency Agreement, in whole or in part.
6. *Incorporation of Provisions:* MORPC will include the provisions of the five immediately preceding paragraphs in every contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. MORPC 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 MORPC 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.

Section VIII: Hold Harmless

- A. MORPC and each Agency shall save, hold harmless, and defend all other Parties and their officers, employees, and agents against any and all liability, claims, damages and costs of whatever kind and nature occurring in connection with or in any way incident to each Party's operations or performance or lack of performance under this Inter-Agency Agreement or in any way connected with the acts or omissions of each Party or its officers, employees, or agents.

Section IX: Relationship of the Parties

- A. MORPC and each Agency each act in an independent capacity under this Inter-Agency Agreement, and neither shall act as or be considered the officer, employee, partner or agent of the other.

Section X: Non-Assignment

- A. MORPC and each Agency agree that no Party may assign or transfer any interest in this Inter-Agency Agreement without the express written consent of the other party.

Section XI: Inspection of Work

- A. ODOT, U.S. DOT, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers, and records of any contractor involving transactions related to this Inter-Agency Agreement for three years from the final payment under this Inter-Agency Agreement.

Section XII: Restrictions on Lobbying

- A. MORPC and each Agency agree to comply with the provisions of 31 U.S.C. Section 1352, which prohibits the use of federal funds to lobby any official or employee of any federal agency, or member or employee of Congress; and to disclose any lobbying activities in connection with federal funds.

MORPC and each Agency certify 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 MORPC and each 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, MORPC and each Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. MORPC and each 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 subcontractors shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance is placed when this transaction was made or entered into. MORPC's and each Agency's certification is a prerequisite imposed by 31 U.S.C. Section 1352, for making or entering into this Inter-Agency 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 XIII: Changes or Modifications

- A. This Inter-Agency Agreement constitutes the entire agreement between the Parties, and except as otherwise expressly permitted herein, any changes or modifications to this Inter-Agency Agreement shall require the agreement of all parties in a signed writing. Any changes to Schedule 1 of this Inter-Agency Agreement, as noted in Section IV(B) hereof, may be made pursuant to a signed writing between Executive Directors by way of an Addendum.

Section XIV: Governing Law

- A. This Inter-Agency Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The Parties agree that any litigation relating to or arising out of this Inter-Agency Agreement shall be heard in the Court of Common Pleas for Franklin County, Ohio.

Section XV: Ethics


- A. In accordance with the Executive Order 2019-11D, each Agency, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2019-11D, (2)

has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §102.04, and §3517.13, and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. each Agency understands that failure to comply with Executive Order 2019-11D is grounds for termination of this Inter-Agency Agreement.

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IN WITNESS WHEREOF, the Parties have executed this contract.

Mid-Ohio Regional Planning Commission

By: 
Name: William Murdock
Title: Executive Director
Date: 11/19/19

AGENCIES:


Akron Metropolitan Area Transportation Study (AMATS)

By: _____
Name: _____
Title: _____
Date: _____

Ohio-Kentucky-Indiana Regional Council of Governments (OKI)

By: _____
Name: _____
Title: _____
Date: _____

Eastgate Regional Council of Governments

By: 
Name: James Kinnick, P.E.
Title: Executive Director
Date: 11/21/19

Toledo Metropolitan Area Council of Governments (TMACOG)

By: _____
Name: _____
Title: _____
Date: _____

Miami Valley Regional Planning Commission (MVRPC)

By: _____
Name: _____
Title: _____
Date: _____

Lima-Allen County Regional Planning Commission (LACRPC)

By: _____
Name: _____
Title: _____
Date: _____

Northeast Ohio Areawide Coordinating Agency (NOACA)

By: _____
Name: _____
Title: _____
Date: _____

Kentucky Ohio West Virginia (KYOVA) Interstate Planning Commission

By: _____
Name: _____
Title: _____
Date: _____

SPH

SCHEDULE 1

AGENCIES / CONTACT / PAYMENT SCHEDULE

AGENCY NAME / POINT OF CONTACT & SUB-SITE SYSTEM ADMINISTRATOR / CONTACT INFORMATION	FIRST 6 MONTHS PAYMENT Due Date: January 1, 2020	SETUP PAYMENT Due Date: January 1, 2020	FULL YEAR PAYMENT Due Date: July 1, 2020
Mid-Ohio Regional Planning Commission (MORPC) POC/Sys Admin: Lexi Petrella 111 Liberty St, Suite 100, Columbus, OH 43215 Phone: (614) 233-4132 Email: apetrella@morpc.org	\$3,750.00		\$7,500.00
Akron Metropolitan Area Transportation Study (AMATS) POC/Sys Admin: Heather Davis Reidl 146 S. High St, Suite 806 CitiCenter, Akron, OH 4430 Phone: (330) 375-2436 ex. 4434 Email: hreidl@akronohio.gov	\$3,750.00		\$7,500.00
Eastgate Regional Council of Governments POC/Sys Admin: Justin Mondok 100 E. Federal St, Suite 1000, Youngstown, OH 44503 Phone: (234) 254-1519 Email: jmondok@eastgatecog.org	\$3,750.00		\$7,500.00
Northeast Ohio Arcawide Coordinating Agency (NOACA) POC/Sys Admin: Tim Kovach 1299 Superior Ave., Cleveland, OH 44114 Phone: (216) 241-2414 ex. 399 Email: tkovach@mpo.noaca.org	\$3,750.00		\$7,500.00
Miami Valley Regional Planning Commission (MVRPC) POC/Sys Admin: Laura Henry 10 North Ludlow St., Suite 700, Dayton, OH 45402 Phone: (937) 531-6542 Email: lhenry@mvrpc.org	\$3,750.00		\$7,500.00
Ohio-Kentucky-Indiana Regional Council of Governments (OKI) POC/Sys Admin: Summer Jones 720 East Pete Rose Way, Suite 420, Cincinnati, OH 45202 Phone: (513) 619-7674 Email: sjones@oki.org	\$3,750.00		\$7,500.00
Toledo Metropolitan Area Council of Governments (TMACOG) POC/Sys Admin: Mike Fuller 300 Martin Luther King Jr. Dr., Suite 300 Toledo, OH 43604 Phone: (419) 241-9155 ex. 116 Email: fuller@tmacog.org	\$3,750.00		\$7,500.00
Lima-Allen County Regional Planning Commission (LACRPC) POC/Sys Admin: Beca Sheidler 130 West North St., Lima, OH 45801 Phone: (419) 371-5942 Email: bsheidler@psa3.org	\$3,750.00		\$7,500.00
Kentucky Ohio West Virginia (KYOVA) Interstate Planning Commission POC/Sys Admin: Terry B. Sicking 400 Third Ave., Huntington, WV 25712 Phone: (304) 523-7434 Email: tsicking@kyovaipc.org	\$3,750.00	\$1,000	\$7,500.00