

**INTERGOVERNMENTAL  
AGREEMENT  
2026-01**

By and Between

CITY OF GAHANNA, OHIO

And

THE FRANKLIN COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT

[Agler Road Relocation Project –Phase 1]

Dated as of August 13, 2026

## INTERGOVERNMENTAL AGREEMENT 2026-01

This Intergovernmental Agreement 2026-01 (this "Agreement") is made and entered into effective as of August 13, 2026 (the "Effective Date"), by and between the CITY OF GAHANNA, a municipal corporation duly organized and validly existing under the Constitution, its Charter and the laws of the State of Ohio ("GAHANNA"), acting through its Council (the "Council"), and the FRANKLIN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district created pursuant to ORC Chapter 5540 (the "FCTID").

### Recitals:

A. The FCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects and these projects, as contemplated by ORC Chapter 5540, include transportation and infrastructure improvement projects that involve a coordinated, cooperative, multi-jurisdictional approach towards project integration, development, design and construction, land use planning, environmental stewardship, financial strategy implementation, economic development and public-private partnership opportunities to advance such projects in an innovative, efficient and cost-effective manner.

B. These projects undertaken by the FCTID, pursuant to ORC Chapter 5540, are essential governmental functions and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of Franklin County, Ohio (the "County"), and various political subdivisions therein, including, but not limited to, GAHANNA, and of the State of Ohio (the "State").

C. In this regard, the FCTID and GAHANNA intend to coordinate and collaborate, relating to certain transportation project development, implementation and funding involving a joint transportation improvement project between the FCTID and GAHANNA respectively referred to or known as the *Agler Road Relocation Project*, which is intended to improve multiple intersections, including Amfield Court and Stygler Road; Agler Road and Stygler Road, and Stygler Road and U.S. Route 62 and potentially including related road widening, lane additions, relocations, roundabouts and related improvements, as further designed on project plans and documents on file with GAHANNA, the FCTID, ODOT, the County, and MORPC (referred to hereafter as the "Project" and as hereinafter defined), and which Project furthers transportation improvements and community and economic development objectives supported by the FCTID and GAHANNA.

D. GAHANNA and the FCTID, in collaboration with ODOT, are working in concert to now advance the initial phase of the Project, which includes preliminary engineering work to be performed by a qualified engineering firm selected by the Parties ("*Phase 1 Work*" as hereinafter defined). The cost for the Phase 1 Work, subject of this Agreement, is estimated to be in a total amount of \$250,000.00, as further set forth and described in documents on file with GAHANNA and the FCTID ("*Project Cost*" as hereinafter defined). The FCTID intends to

provide an allocation of FCTID HB 54 State Fiscal Year 2027 TID grant funding awarded to the FCTID by ODOT, in the amount of \$200,000.00, to partially fund Project Cost Items, through and in coordination with ODOT and GAHANNA on a reimbursement basis and as further provided for herein (*TID Supplemental Funding*, as further defined). And GAHANNA will provide funding in the amount of \$50,000.00 for Project Cost Items. Any additional amounts that may be required for the Phase 1 Work will be the responsibility of and are to be provided by and through GAHANNA.

E. GAHANNA and FCTID, in coordination and collaboration with the Franklin County Engineer's Office or "FCEO," (hereinafter defined), will jointly administer the Phase 1 Work, pursuant to this Agreement.

F. The FCTID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local government; and GAHANNA is specifically authorized by ORC § 5540.02(F) to make appropriations from moneys available to GAHANNA and not otherwise appropriated to pay costs incurred by the FCTID in the exercise of its functions under ORC Chapter 5540.

NOW, THEREFORE, in consideration of the promises and the mutual representations and agreements in this Agreement, GAHANNA and the FCTID acknowledge and agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

## ***Article I Definitions; Construction***

***Section 1.01. Definitions.*** As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

"*Agreement*" means this Intergovernmental Agreement, as the same may be amended from time to time.

"*Business Day*" means any day other than a Saturday, Sunday, or legal holiday.

"*Council*" means the City Council of GAHANNA.

"*County*" means the County of Franklin, a county and political subdivision of the State.

"*Day*" means a calendar day, unless specifically designated as a Business Day.

"*Effective Date*" has the meaning given to such term in the introductory paragraph of this Agreement.

"GAHANNA Pledge Amount" means GAHANNA's funding commitment of \$250,000.00 for the Phase 1 Work Project Costs. GAHANNA anticipates that

\$200,000.00 of such amount will be reimbursed through the TID Supplemental Funding, subject to ODOT's determination and approval of eligible costs and expenses associated with Project Cost Items for a portion of the Phase 1 Work. GAHANNA acknowledges and agrees that it shall be solely responsible for providing any additional funding as may be required for the Phase 1 Work, subject to any required legislative approval.

"*MORPC*" means the Mid-Ohio Regional Planning Commission, the regional council responsible for facilitating transportation planning in the central Ohio region.

"*ODOT*" means the Ohio Department of Transportation, an agency of the State and including its Office of Jobs and Commerce, specifically in relation to the FCTID HB 54 FY27 TID grant funding.

"*ORC*" means the Ohio Revised Code, as the same may be amended from time to time.

"*Party*" means, individually, either GAHANNA or the FCTID; and "*Parties*" means, collectively, GAHANNA and the FCTID.

"*Phase 1 Work*" means preliminary engineering work for the initial phase of the Project, to be performed by a qualified engineering firm selected by GAHANNA in coordination and cooperation with the FCTID, in accordance with the terms and conditions set forth herein and in accordance with the FCTID HB 54 FY27 TID grant funding agreement, which the FCTID is required to enter into with ODOT, in the form required by ODOT.

"*Project*" means the Agler Road Relocation Project which has the meaning given to such term in Recital C. and as further described, developed and set forth in Project plans and documents on file with GAHANNA, ODOT and the FCTID, and the authorized Phase 1 Work defined herein.

"*Project Costs*" means for purposes of this Agreement the costs required to advance the Phase 1 Work as agreed upon here by the Parties and, further, a portion of the cost of which is anticipated to be funded from the TID Supplemental Funding allocation in an amount not to exceed \$200,000.00, subject to and conditioned upon reimbursement approval by ODOT. Any other required amounts for the cost of the Phase 1 Work shall be the sole responsibility of Gahanna, as further set forth herein.

"*Project Cost Item*" or "*Project Cost Items*" means the eligible activities, services and/or work items contracted for and performed to complete the Phase 1 Work and for which costs are incurred and approved by GAHANNA and the FCTID, to be paid for by the GAHANNA Pledge Amount, including TID Supplemental Funding facilitated by the FCTID through ODOT, as further set forth herein.

"*Project Work*" means the Project activities, services, acquisition and/or work items for advancing and completing the Phase 1 Work.

"*State*" means the State of Ohio.

“Term” has the meaning given to such term in Section 4.01.

“*TID Supplemental Funding*” means grant funding specifically allocated by ODOT to the FCTID, as of June 25, 2026 in the amount of \$200,000.00, for eligible Project Costs for the Phase 1 Work, provided for on a reimbursement basis, in State Fiscal Year 2027 per the TID Supplemental Funding Agreement between ODOT and the FCTID, on file with the FCTID and ODOT.

“*TID Supplemental Funding Agreement*” means the TID Supplemental Funding grant agreement between ODOT and the FCTID, specifically in relation to the TID Supplemental Funding award procured by the FCTID and administered through the ODOT Office of Jobs and Commerce, in the form on file with ODOT and the FCTID.

“*Trustees*” means the Board of Trustees of the FCTID.

***Section 1.02. References to Parties.*** Any reference in this Agreement to GAHANNA or Council, the Trustees or the FCTID, or to any officers of GAHANNA or the FCTID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

***Section 1.03. Statutory References.*** Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of GAHANNA or the FCTID under this Agreement.

***Section 1.04. Adverbs; Other References.*** Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

***Section 1.05. Number and Gender.*** All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

***Section 1.06. Captions.*** The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof

**Section 1.07. Ambiguity.** The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

**Section 1.08. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## ***Article II Scope of Agreement***

**Section 2.01. Cooperation and Consent.** The FCTID and GAHANNA have acknowledged and agreed that it is essential to the welfare of the people of the County and GAHANNA, that the Parties cooperate to the greatest extent practical in the funding and advancement of the development of the Project which will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County and GAHANNA.

**Section 2.02. General Agreement Regarding Funding.** The Parties acknowledge and agree as follows:

- (a) GAHANNA and the FCTID explicitly acknowledge and agree:
  - i) to act as co-administrators and managers of the Project, in overseeing the performance of the Phase 1 Work, in accordance with applicable law and related requirements, and to perform all related responsibilities as thereby required or appropriate, in coordination and collaboration with the FCTID, FCEO and, as appropriate, ODOT and as provided for herein.
  - ii) to take such action and provide the necessary funding, including GAHANNA Pledge Amount and TID Supplemental Funding, and as otherwise agreed upon by the Parties, to facilitate, fulfill and deliver the Phase 1 Work, as committed herein.
  - iii) to arrange, in coordination and cooperation with the FCEO, for a schedule of Project Work sessions to, to be held on a monthly basis or as the Parties otherwise determine is appropriate and necessary, so as to coordinate and review the progress of the Phase 1 Work and related Project issues by and among the FCTID and GAHANNA, and any other parties GAHANNA and the FCTID deem appropriate. The FCTID, with assistance of the FCEO, shall provide input and advice regarding the Phase 1 Work. GAHANNA and the FCTID shall, at such appropriate times, conduct concurrent reviews through its designated Project representatives of any related eligible consultant or contractor invoices to be submitted for reimbursement from the TID

Supplemental Funding as determined and approved by ODOT. The Parties acknowledge and agree that any modification to the Phase 1 Work requested by either Party, or otherwise determined by the Parties to be appropriate, that requires additional funding or additional work by a consultant or contractor, including any related change to a consultant or contractor agreement with GAHANNA, shall be approved and authorized in writing by both GAHANNA and the FCTID before such additional work may proceed or any related cost may be incurred under such agreement. GAHANNA explicitly acknowledges and agrees that its consultant services agreement with the selected consultant performing the Phase 1 Work must comply with or will be modified to comply with the “Section 7. Federal Requirements” set forth in Exhibit A “*TID Supplemental Funding Agreement Requirements*” attached hereto.

- (b) Following the review of invoices as described in Section 2.02(a), GAHANNA expressly agrees to provide the FCTID, in a timely manner and in any event not later than thirty (30) days after GAHANNA’s payment of such invoices, with copies of paid invoices for Project Cost Items, together with proof of GAHANNA’s payment of such invoices. If the FCTID determines that it has not received sufficient information from GAHANNA to seek reimbursement from ODOT from the TID Supplemental Funding, the FCTID shall notify GAHANNA in writing, by electronic mail, identifying the additional information required. GAHANNA shall provide such reasonably required information within seven (7) Business Days after receipt of such notice, so as to facilitate and not unduly delay the reimbursement payment process.
- (c) The FCTID expressly agrees to provide GAHANNA with the TID Supplemental Funding specifically allocated to, and received by, the FCTID from ODOT for reimbursement of approved and eligible Project Cost Items incurred in connection with the Phase 1 Work, in a total amount not to exceed \$200,000.00. Such reimbursement shall be made pursuant to, and in accordance with, the TID Supplemental Funding Agreement, and shall be subject to ODOT’s approval of the related reimbursement request and the FCTID’s actual receipt of such reimbursement funds from ODOT. The FCTID shall direct such reimbursement payments to the account designated by GAHANNA in writing. GAHANNA shall provide such written payment instructions to the FCTID within fifteen (15) Business Days after execution of this Agreement.
- (d) GAHANNA and the Council explicitly acknowledge and agree:
  - i) to act as co-administrators and managers of the Project with the FCTID, in overseeing the performance of the Phase 1 Work, in accordance with applicable laws, regulations and related requirements, and to perform all related responsibilities as thereby required or appropriate, in coordination and collaboration with the FCTID, FCEO and, as appropriate, ODOT and as provided for herein.
  - ii) to take such action and provide the necessary funding, including the

GAHANNA Pledge Amount or such other amounts as may be required, to facilitate, fulfill and deliver the Phase 1 Work, as committed herein.

- (e) The provisions of this Agreement may not be altered or amended without the express written consent of all of the parties hereto.

***Section 2.03. Relationship of the Parties.***

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, GAHANNA or the FCTID is and shall at all times be an independent Consultant, free and clear of any dominion or control by the other Party, except as specifically provided herein. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.
- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among either GAHANNA or the FCTID or (2) preclude either Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

***Section 2.04. Extent of Covenants; No Personal Liability.*** All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither GAHANNA or any member of the Council or the FCTID or any member of the FCTID Board of Trustees, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

***Section 2.05. Liability of the Parties.*** Neither Party shall have any liability to the other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such Party by this Agreement. The fact that a Party has acted or not acted pursuant to the instructions of the other Party or has obtained the advice of legal counsel that such act or omission is within the scope of the authority conferred by this Agreement shall be conclusive evidence that such Party believed in good faith such act or



omission to be within the scope of the authority conferred by this Agreement.

**Section 2.06. No Third Party Beneficiary.** Only the Parties shall have any rights under this Agreement. No other persons or entities, shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

### ***Article III Representations and Further Agreements***

**Section 3.01. Representations of the FCTID.** To induce GAHANNA to enter into this Agreement, the FCTID represents to GAHANNA as follows:

- (a) it is duly constituted and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the FCTID and the Trustees; and this Agreement, when executed and delivered by the FCTID, will constitute a legal, valid, and binding obligation of the FCTID; and
- (c) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the FCTID or (2) result in a default under any agreement or instrument to which the FCTID is a party or by which it is bound.

**Section 3.02. Representations of GAHANNA.** To induce the FCTID to enter into this Agreement, the Council represents to the FCTID as follows:

- (a) it is the duly constituted and duly elected governing body of GAHANNA under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of GAHANNA; and this Agreement, when executed and delivered by the Council, will constitute a legal, valid, and binding obligation of GAHANNA;
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to GAHANNA or (2) result in a default under any agreement or instrument to which either the Council or GAHANNA is a party or by which either the Council or GAHANNA is bound; and

**Section 3.03. Assignment.** No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent

of the other Party, which consent shall not unreasonably be withheld.

**Section 3.04. Amendment; Waiver.** This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

#### ***Article IV Term; Remedies***

**Section 4.01. Term.** This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for the period from and after August 13, 2026 to and including \_\_\_\_\_, 202\_\_ (the "Term").

**Section 4.02. Termination.** So long as any amount of the Phase 1 Work is outstanding and unpaid, this Agreement shall not be terminated. If no Phase 1 Work is outstanding or the TID Supplemental Funding has been expended towards supplemental payment of eligible Project Costs and related requirements have been met, this Agreement may terminate, prior to the expiration of the Term, upon the mutual agreement of the Parties to terminate this Agreement.

#### ***Article V Miscellaneous***

**Section 5.01. Time is of the Essence.** Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

**Section 5.02. Notices.**

(a) Except as otherwise expressly provided in this Agreement, all notices, demands, requests, consents, approvals, and other communications required or permitted under this Agreement (collectively, "Notices") shall be in writing and shall be deemed duly given:

(1) upon actual receipt, if delivered personally to the intended recipient at the address set forth below;

(2) one (1) Business Day after deposit with a nationally recognized overnight courier service, with delivery charges prepaid, for next-Business-Day delivery to the intended recipient at the address set forth below;

(3) three (3) Business Days after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address set forth below; or

(4) upon transmission, provided that the sender receives confirmation of successful

transmission and no notice of delivery failure, if sent by electronic mail to the email address designated by the receiving Party.

Each Party may change its address, email address, facsimile number, or other contact information for Notices by providing Notice thereof in accordance with this Section.

(b) All notices to be given to the FCTID pursuant to this Agreement shall be sent to the FCTID at the following address:

The Franklin County Transportation Improvement District  
Attn: Adam Fowler, P.E. /P.S., Chairperson  
970 Dublin Road  
Columbus, Ohio 45202  
Phone: (614) 525-3043  
Electronic Mail: afowler@franklincountyengineer.org

(c) All notices to be given to GAHANNA pursuant to this Agreement shall be sent to GAHANNA at the following address:

City of Gahanna  
Attn: Mayor Laurie Jadwin  
200 S Hamilton Road  
Gahanna, OH 43230  
Phone: 614-342-4045

Electronic Mail: mayors.office@gahanna.gov

(d) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

**Section 5.03. Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

**Section 5.04. Entire Agreement.** This Agreement (including the recitals hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary

any of the terms of this Agreement.

**Section 5.05. Binding Effect.** This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

**Section 5.06. Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures by the Parties shall be binding to the same extent as original signatures.

**IN WITNESS WHEREOF,** this Intergovernmental Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

*[Signature pages to follow.]*

**CITY:**

**THE CITY OF GAHANNA ,  
FRANKLIN COUNTY, OHIO**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FCTID:**

**THE FRANKLIN COUNTY  
TRANSPORTATION  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Chairperson

**FISCAL OFFICER’S CERTIFICATE**

The undersigned, the Fiscal Officer of City of Gahanna, Franklin County, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the City of Gahanna for the year 2026 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of City of Gahanna or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. Pursuant to ORC § 5705.44, the Fiscal Officer of the City of Gahanna covenants that any requirement herein of an expenditure of the City of Gahanna money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge.

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_

Joann Bury, Fiscal Officer  
CITY OF GAHANNA, OHIO

**EXHIBIT A**

## **TID Supplemental Funding Agreement Requirements**

### *“Section 7. Federal Requirements*

ODOT “Section 7.” language, to be made part of services contracts, reads as follows:

#### 7. FEDERAL REQUIREMENTS

If applicable, during the performance of this Agreement, the consultant/contractor, for itself, its assignees, and successors in interest agrees as follows:

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

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

7.3 Compliance with Regulations: The consultant/contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

7.4 Nondiscrimination: The consultant/contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant/contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

7.5 Solicitations for the consultant/contractor, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the consultant/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the consultant/contractor of the consultant/contractor’s obligations under this Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.

7.6 Information and Reports: The consultant/contractor will provide all information and reports required by the Acts, the Regulations, and 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 the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a consultant/contractor is in the exclusive possession of another who fails or refuses to furnish this information, the consultant/contractor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

7.7 Sanctions for Noncompliance: In the event of the consultant/contractor's noncompliance with the nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a) Withholding of payments to the consultant/contractor under the Agreement until the consultant/contractor complies, and/or
- b) Cancellation, termination or suspension of the Agreement, in whole or in part.

7.8 Incorporation of Provisions: The consultant/contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The consultant/contractor will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the consultant/contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the consultant/contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the consultant/contractor may request the United States to enter into the litigation to protect the interests of the United States.

If applicable, then during the performance of this Agreement, the consultant/contractor, for itself, its assignees, and successors in interest 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 consultant/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 of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 200ff)”