

# Ohio's LPA Advisory Group

## Memorandum of Understanding

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This agreement is entered into between the parties, Jackson County Engineer and the Ohio Department of Transportation Research Section, this 20th day of October, 2014 for the following purposes:

1. *Intent*: This agreement is intended to establish the method by which a representative from County Engineer hereafter referred to as \_\_\_\_\_, will participate as members of Ohio's LPA Advisory Group (OLPAG).
2. *Group description*: OLPAG is a collaborative team of individuals from the agencies responsible for the maintenance and enhancement of Ohio's local roadways, along with their State and Federal partners from the Ohio Department of Transportation (ODOT) Office of Local Programs and the Federal Highway Administration (FHWA).
3. *Membership composition*: OLPAG is comprised of thirteen members, of whom \_\_\_\_\_ are \_\_\_\_\_ appointed by \_\_\_\_\_.
4. *Member selection criteria*: \_\_\_\_\_ shall appoint, as described in 'Member terms', \_\_\_\_\_s who meet the following criteria:
  - a. An \_\_\_\_\_
  - b. Actively involved in the daily operations and planning to maintain and enhance Ohio's local roadways.
  - c. Can attend group meetings as described in Member responsibilities at his/her own expense.
5. *Member terms*: The \_\_\_\_\_ appointed by \_\_\_\_\_ shall serve two year terms. The terms shall be staggered to expire every other year, with \_\_\_\_\_ members rotating off the board and \_\_\_\_\_ new members rotating on the board every year. In order to initially establish this rotation, \_\_\_\_\_ members from \_\_\_\_\_ will be selected, by \_\_\_\_\_, to serve a one year term.
6. *Member responsibilities*: The \_\_\_\_\_ members of OLPAG appointed by \_\_\_\_\_ shall fulfill the following responsibilities during their tenure:
  - a. Participating in quarterly group meetings to:

- i. Assess the status of the LPA program in Ohio, in general
    - ii. Review recommendations which have been made to streamline LPA program administration and provide a local perspective
    - iii. Provide ideas for streamlining the LPA program in Ohio
  - b. Assist in educating their peers about the LPA Local-let process in Ohio
7. Member participation: Participation in the quarterly group meetings is integral to fulfilling the duties of an OLPAG member; therefore, members are expected to be present for each meeting. If a member misses three consecutive meetings for any reason, the member shall be removed from the board and \_\_\_\_\_ shall within thirty days of removal notification appoint a new member to complete the term of the removed member.
  8. Member time, travel and expenses: The time spent by \_\_\_\_\_ appointed members completing responsibilities as an OLPAG member shall be deemed a volunteer activity and non-compensable by ODOT or the State of Ohio. Expenses incurred as a result of traveling to or from board meetings and in the performance of group duties are non-reimbursable by ODOT or the State of Ohio.
  9. Ohio Ethics Law Compliance: Members of OLPAG must at all times be in full compliance with the Ohio's Ethics Law (Ohio Revised Code § 102 et. seq. and related statutes).
  10. Whole of Agreement: This document contains the entire Memorandum of Understanding between the parties and shall not be amended or changed unless agreed to by both parties and done so in writing.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Agent, \_\_\_\_\_

\_\_\_\_\_  
Director, Ohio Department of Transportation