



AGENDA

Middle Rogue Metropolitan Planning Organization Policy Committee

Date: Monday, December 9, 2013

Time: 2:00 p.m.

Location: Room 157, Josephine County Courthouse, 500 NW 6th Street, Grants Pass, Oregon

Phone : Sue Casavan, RVCOG, 541-423-1360

1. **Call to Order/Introductions/Review AgendaDarin Fowler, Chair**
2. **Review/Approve Minutes (Attachment 1)Chair**

Action Items:

3. **Rogue Valley Area Commission on Transportation (RVACT) Protocol Andrea Napoli**

Background: The 2013-2014 Unified Planning Work Program (UPWP) calls for the development and adoption of protocols for coordination with the RVACT.

Attachments: 2 - Memo, Draft Resolution 2013-3

Action Requested: Review and consider approval of the RVACT Protocol.

4. **Middle Rogue MPO Dues..... Andrea Napoli**

Background: Dues fund activities that require the use of local funds. Based on an analysis of RVMPO dues rates and expenditures from 2011 - 2013, the TAC has made a recommendation on a dues rate/capita to cover MRMPO estimated expenditures.

Attachment: 3 - Memo

Action Requested: Consider approval of an MPO dues rate.

5. **MRMPO / ODOT Transit Provider Coordination Agreement Dan Moore**

Background: Intergovernmental agreements (IGA) defining roles and responsibilities for transportation planning between ODOT, the Metropolitan Planning Organization (MPO) for an area, and the public transit operator(s) for the area are required by the Code of Federal Regulation (CFR), [Chapter 23, Section 450.314](#)

Attachment: 4 – Intergovernmental Agreement, ***ODOT/MPO/Transit Operator Agreement Financial Plans and Obligated Project Lists***, Middle Rogue Metropolitan Planning

Organization (MRMPO) Josephine County – Josephine Community Transit

Action Requested: Policy Committee approval of the IGA and forward to Josephine County Board of Commissioners for approval.

6. MRMPO Planning Update..... Jonathan David

7. Public Comment*Chair

(Limited to one comment per person, five minute maximum time limit)

8. Other Business / Local BusinessChair

Opportunity for MRMPO member jurisdictions to talk about transportation planning projects.

9. Adjournment Chair

The next MPO Policy Committee meeting is scheduled for January 13, 2014 at 2:00 p.m.

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| <ul style="list-style-type: none"> • The next Middle Rogue MPO TAC meeting is scheduled (TBD) for Wednesday, December 18 at 9:30 a.m. in the Courtyard Conference Room at Grants Pass City Hall. |
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IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT SUE CASAVAN, 541-423-1360. REASONABLE ADVANCE NOTICE OF THE NEED FOR ACCOMMODATION PRIOR TO THE MEETING (48 HOURS ADVANCE NOTICE IS PREFERABLE) WILL ENABLE US TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



SUMMARY MINUTES
*Middle Rogue Metropolitan Planning Organization
Policy Committee*

October 14, 2013

The following attended:

NAME	REPRESENTING	PHONE
<u>MPO Policy Committee</u>		
Darin Fowler	Grants Pass	660-3696
Don Skundrick	Jackson County	774-6118
Gus Wolf	Gold Hill	621-9653
Terry Haugen for Lily Morgan	Grants Pass	476-6168
Mark Gatlin	Grants Pass	441-7674
Art Anderson for Mike Baker	ODOT	957-3658
Pam VanArsdale	Rogue River	660-4414
Robert Brandes	Josephine County	474-5460
<u>Others Present</u>		
Aaron Cubic	Grants Pass	
Ben Blankenbaker	Flying Toad Graphics	
Travis Brouwer (by phone)	ODOT	
<u>RVCOG Staff</u>		
Michael Cavallaro	RVCOG	423-1335
Dan Moore	RVCOG	423-1361
Andrea Napoli	RVCOG	423-1369
Sue Casavan	RVCOG	423-1360

1. Call to Order / Introductions/ Review Agenda

Darin Fowler called the meeting to order at 2:05 p.m. Committee began with introductions.

2. Review / Approve Minutes

Fowler asked if there were any changes or additions to the August and September meeting minutes.

On a motion by Don Skundrick and seconded by Rob Brandes the minutes were approved as presented. Art Anderson abstained.

3. Oregon's Priorities for Reauthorization of MAP-21

Travis Brouwer referred to the document in the agenda and explained that MAP-21 will expire soon and Congress will need to take action on a new transportation bill. ODOT is seeking endorsement from the MPOs and asking that prospective Oregon MPO Consortium (OMPOC)

members for the region endorse the document at the October meeting. He briefly discussed the notion of strength in consensus. He discussed goals of the document and noted that transportation funding may be reduced significantly.

Art Anderson asked what he thought the future of this bill would be and Brouwer commented that transportation remains a bipartisan issue and he was encouraged by both parties currently working together.

Don Skundrick questioned using the phrase “working poor” on Page 9. Brouwer said it was mentioned at the OMPOC meeting. Some members agreed that it was not correct sentence structure and suggested replacing with “low income workers”.

On a motion by Pam VanArsdale and seconded by Mark Gatlin the committee unanimously recommended approval of the document with recommended changes to “working poor” verbiage.

4. Oregon MPO Consortium (OMPOC) Membership

Moore said all the MPOs in Oregon are being asked to endorse the reauthorization document and started discussion about representation of MRMPO on the OMPOC board. He gave a brief background of the organization and asked that the committee designate two members to attend the meetings and become actively involved. The next meeting will be October 25 in Portland. He added that there will be an MPO dues discussion with the TAC this week and typically dues are used for travel and expenses. The dues proposal will be brought to the Policy Committee at the next meeting. He indicated that RVCOG will reimburse expenses to members in the interim.

Mark Gatlin and Pam VanArsdale volunteered the OMPOC positions. VanArsdale noted that she will not be able to attend the October meeting.

On a motion by Terry Haugen and seconded by Don Skundrick the committee unanimously nominated Pam VanArsdale and Mark Gatlin as the MRMPO OMPOC representatives.

5. Congestion Mitigation & Air Quality (CMAQ) / Surface Transportation Program (STP) Project Solicitation Process

Moore gave a brief description of the documents and said TAC members have forwarded recommendation for approval of the funding documents and timeline. He informed members the application due date will be January 22, 2014. Anderson further explained what an ‘obligated’ project was and noted that it was important for the funding to be used in the program year. He added that it is possible to use multiple year funding for a large, regionally significant project.

On a motion by Don Skundrick and seconded by Pam VanArsdale the committee unanimously approved the project application due date, project application, instructions, and evaluation criteria.

6. MRMPO Technical Advisory Committee (TAC) Bylaws

Andrea Napoli presented the TAC bylaws and briefly explained the changes. Anderson asked if there was any language in the document about dispute resolution with the Rogue Valley Area Commission on

Transportation (RVACT). Napoli is working on a resolution and will bring to the TAC next month.

On a motion by Terry Haugen and seconded by Gus Wolf the committee unanimously approved the TAC Bylaws.

7. Middle Rogue MPO Logo

Ben Blankenbaker gave a short presentation and introduced various versions of an MRMPO logo. He presented a recommended selection. Don Skundrick felt a representation of the river would be important and was not included on the recommended selection.

Rob Brandes made a motion to approve the recommended selection logo. Seconded by Pam VanArsdale.

7 in favor

1 opposed

Motion passed for recommended selection.

8. MRMPO Planning Update

Moore said there will be protocols for RVACT/MPO agreement to resolve issues on the next meeting agenda. He will bring the Interim 2012-2015 Transportation Improvement Program (TIP) to the TAC in November and will be asking this committee for approval in December.

He mentioned that the next meeting was scheduled on the Veteran's Day holiday, members agreed to cancel November meeting.

Michael Cavallaro informed members of the MPO Program Manager interviews and asked if any members would like to attend the phone interview. Pam VanArsdale volunteered.

9. Public Comment

None received.

10. Other Business / Local Business

None received.

11. Adjournment

The meeting was adjourned at 3:35 p.m.



DATE: December 9, 2013
TO: MRMPO Policy Committee
FROM: Andrea Napoli, Associate Planner
SUBJECT: RVACT/MRMPO Coordination Policy

The purpose of this memo is to request action on the proposed RVACT/MRMPO Coordination Policy (attached). This request is being made based on Oregon Transportation Commission (OTC) policy regarding ACT and MPO coordination, as shown below. The TAC recommended approval of the attached resolution pending one revision (tracked in the attached resolution).

The Oregon Transportation Commission's **Policy on Formation and Operation of Area Commissions on Transportation (ACTs)** under Section VII - Coordination, Subsection G - MPOs, states in part that, "*ACTs and MPOs should coordinate their efforts to assure a better decision making process which results in better coordination of projects. The form of coordination should be different depending upon where MPO and ACT boundaries fall. When ACT and MPO boundaries overlap, a higher level of clearly defined coordination is needed and it is important that ACT activities fully coordinate with the MPO planning process. The MPO and ACT should jointly agree on a process for maintaining consistency between ACT recommendations and the MPO Plan and TIP, where this occurs. An MPO representative shall be included as a voting member on the ACT if within the same geographic area as an ACT.*" The full text of Section VII Coordination, Subsection G. MPOs, is included below.

POLICY ON FORMATION AND OPERATION OF AREA COMMISSIONS ON TRANSPORTATION (ACTs)

VII. COORDINATION

G. MPOs

While the ACTs provide valuable advice on project priorities and other policy issues, the MPO is responsible for carrying out the metropolitan transportation planning process within urbanized areas in cooperation with the State and transit operators (23 CFR 450.312). MPOs develop a Transportation Improvement Program (TIP) that approves all projects that are regionally significant or that include federal funds, by year and by phase within the MPO planning areas.

Before FHWA and FTA can approve Federal transportation funding for projects or activities within urbanized areas, they must be consistent with the MPO's regional transportation plan (RTP) and TIP. The MPO must have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals. These plans and programs shall lead to the development and operation of an integrated intermodal transportation system that facilitates the efficient, economic movement of people and goods. (23 CFR 450.312).

ACTs and MPOs should coordinate their efforts to assure a better decision making process which results in better coordination of projects. The form of coordination should be different depending upon where MPO and ACT boundaries fall. When ACT and MPO boundaries overlap, a higher level of clearly defined coordination is needed and it is important that ACT activities fully coordinate with the MPO planning process. The MPO and ACT should jointly agree on a process for maintaining consistency between ACT recommendations and the MPO Plan and TIP, where this occurs. An MPO representative shall be included as a voting member on the ACT if within the same geographic area as an ACT.

For ACTs that are near or adjacent to an MPO, a sufficient level of coordination can be achieved by simply communicating the priorities of each group. This might be done through ex officio membership on committees or some other mutually agreeable, less formal method.

Resolution 2013 – 3

Middle Rogue Metropolitan Planning Organization - Policy Committee

Rogue Valley Area Commission on Transportation / Middle Rogue Metropolitan Planning Organization Coordination Policy

Whereas the Rogue Valley Area Commission on Transportation has been vested by the Oregon Transportation Commission with the responsibility for State Transportation Improvement Program project priority recommendations and;

Whereas the Rogue Valley Area Commission on Transportation recognizes the advisability of project funding coordination with the Middle Rogue Metropolitan Planning Organization;

Therefore, if the Rogue Valley Area Commission on Transportation (in its prioritization of State Transportation Improvement Program funding) or the Middle Rogue Metropolitan Planning Organization (in its prioritization of Transportation Improvement Program funding) foresees the potential for funding alignment problems between the two bodies, either body by majority vote, may call for the formation of a joint subcommittee of the two bodies for the purpose of recommending a resolution of the said funding alignment problems. The said subcommittee shall consist of the following:

- 1) The sitting chairperson of the Middle Rogue Metropolitan Planning Organization Policy Committee.
- 2) The sitting chairperson of the Rogue Valley Area Commission on Transportation from Jackson County.
- 3) The sitting chairperson of the Rogue Valley Area Commission on Transportation from Josephine County.
- 4) A Middle Rogue Metropolitan Planning Organization Policy Committee **and/or Technical Advisory Committee** member selected by the Middle Rogue Metropolitan Planning Organization Policy Committee.
- 5) The Oregon Department of Transportation Area Manager.

Comment [a1]: Recommended insertion by MRMPO TAC at Nov. meeting.

When the said subcommittee is called for by the majority vote of either body, the subcommittee shall meet within fourteen (14) calendar days to attempt to resolve any anticipated funding alignment problems. The recommendations of the subcommittee shall be forwarded to the Middle Rogue Metropolitan Planning Organization and Rogue Valley Area Commission on Transportation for consideration.

This process will be evaluated annually by both the Rogue Valley Area Commission on Transportation and Middle Rogue Metropolitan Planning Organization to determine its effectiveness.

ADOPTED by the Policy Committee of the Middle Rogue Metropolitan Planning Organization on the 9th day of December, 2013.

Darin Fowler, MRMPO Policy Committee Chair



DATE: December 9, 2013
TO: MRMPO Policy Committee
FROM: Andrea Napoli, Associate Planner
SUBJECT: MRMPO Dues Evaluation

The MRMPO TAC was provided with detailed information regarding RVMPO dues collected and expended from 2011 to present. **Based on their evaluation, the TAC recommends a .16 cent dues rate (multiplied by MPO population) in order to meet estimated expenditures.**

Dues fund activities that require the use of local funds, including lobbying (conference attendance, AMPO membership), certain staff support and administrative costs, and local cash match obligations.

Note: The TAC has recommended a rate based on a total population multiplier; however, they wish to clarify to the PC that they are *not* making a recommendation on how much each jurisdiction should pay, individually. For example: should each jurisdiction pay based on their annual population, or by a set amount established by the Policy Committee? The TAC did not address this question.

Summary of Calculations:

MRMPO Annual Dues Expenditure Estimate:

<i>Staff Support.....</i>	<i>\$400</i>
<i>Travel Related.....</i>	<i>\$6,000</i>
<i>Memberships/Conf...</i>	<i>\$800</i>
<i>Admin.</i>	<i>\$900</i>
<i>Total:</i>	<i>\$8,100</i>

Dues Amount Collected based on \$.16 rate/capita:

Jurisdictions	Certified Pop. Est. 2012	Recommended Dues Rate/Capita	FY 2014 Dues
Grants Pass	34,740	\$0.16	\$5,558.40
Gold Hill	1,220	\$0.16	\$195.20
Rogue River	2,145	\$0.16	\$343.20
Jackson County	1,596	\$0.16	\$255.36
Josephine County	10,819	\$0.16	\$1,731.04
Total	50,520	\$0.16	\$8,083.20

INTERGOVERNMENTAL AGREEMENT
ODOT/MPO/Transit Operator Agreement
Financial Plans and Obligated Project Lists
Middle Rogue Metropolitan Planning Organization (MRMPO)
Josephine County – Josephine Community Transit

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" the MIDDLE ROGUE METROPOLITAN PLANNING ORGANIZATION, acting by and through its Policy Board, hereinafter referred to as "MRMPO;" and JOSEPHINE COUNTY acting by and through its designated officials, hereinafter referred to as "County," all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Intergovernmental agreements defining roles and responsibilities for transportation planning between ODOT, the Metropolitan Planning Organization (MPO) for an area, and the public transit operator(s) for the area are required by the Code of Federal Regulation (CFR), [Chapter 23, Section 450.314](#) which states that:

"The MPO, the State(s), and the public transportation operator(s) shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements among the MPO, the State(s), and the public transportation operator(s) serving the MPA. To the extent possible, a single agreement between all responsible parties should be developed. The written agreement(s) shall include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the metropolitan transportation plan (see [§450.322](#)) and the metropolitan TIP (see [§450.324](#)) and development of the annual listing of obligated projects (see [§450.332](#))."

3. MRMPO is an ORS 190 intergovernmental organization consisting of the governments of the City of Gold Hill, City of Grants Pass, City of Rogue River, Jackson County, Josephine County, and ODOT, designated in March 2013 by the Governor of Oregon as the Metropolitan Planning Organization for the Grants Pass Urbanized Area. Establishment of this MPO is outlined in ODOT Agreement No. 29044 between ODOT and the aforementioned entities. MRMPO is the recipient of the Federal Highway Administration's Planning (PL) funds and the Federal Transit Administration Section 5303 funds. ODOT Agreement No. 29044 remains in effect and is not in any way modified by this Agreement.

Agreement No. 00000

4. MRMPO is responsible for the development of transportation plans, transportation improvement programs, work programs, and all other actions necessary to carry out the metropolitan transportation planning process. A decision must be made by the MRMPO Policy Board using the procedures established to adopt the Regional Transportation Plan (RTP) and the Transportation Improvement Program (TIP). In order to be implemented, the recommendations of all other regionally significant transportation planning efforts need to be incorporated into the Transportation Plan and TIP. Therefore, it is the general policy of MRMPO that transportation planning products be developed with the goal of obtaining consensus support from the MRMPO Policy Board. This general approach requires a high level of communication between all of the MRMPO participants. The identification of roles and responsibilities of the Parties for the transportation planning process are addressed in ODOT Agreement No. 00000, incorporated herein by this reference.
5. County manages and operates the Josephine Community Transit (JCT) and is the fixed-route public transportation operator for the Grants Pass urbanized area. Josephine County is the direct recipient of the Federal Transit Administration Section 5307 Program funds in the MPO area.
6. This Agreement shall be included as an appendix to the Unified Planning Work Program (UPWP) and should be reviewed on an annual basis.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Pursuant to the authority above, ODOT, MRMPO, and County agree to define roles and responsibilities in carrying out the metropolitan transportation planning and metropolitan transportation financial planning processes, as further described in the Statement of Work, marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. This Agreement only addresses roles and responsibilities, and does not address funding. Funding will be the responsibility of each Party for their own duties and obligations, and may be the subject of other agreements among the Parties.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate five (5) calendar years following the date all required signatures are obtained.
4. This Agreement may be revisited as needed, when the Parties so determine, and will be reviewed upon commencement of the MPO recertification or self-certification process. If the Parties determine there is a need to add or revise the roles and responsibilities, the Parties will enter into an amendment to this Agreement.

Agreement No. 00000

ODOT OBLIGATIONS

1. ODOT will engage the other Parties to this Agreement in its planning activities and financial planning activities as further identified in Exhibit A. Where ODOT is the lead agency for a product, it will be responsible for pursuing communication with the other Parties as agreed. Early communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where ODOT is a party of interest to a planning project or a financial planning process, it will have the option of participating in the development of the planning product, or participate in the development of the financial planning product as specified in this Agreement. ODOT will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. ODOT's Project Manager for this Agreement is Ian Horlacher, MPO Senior Planner, ODOT, P.O. Box 3275, Central Point, Oregon 97502; phone (541) 423-1362; email: ian.k.horlacher@odot.state.or.us, or assigned designee upon individual's absence. ODOT shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

MRMPO OBLIGATIONS

1. MRMPO will engage the other Parties to this Agreement in its planning activities and financial planning activities as further identified in Exhibit A. Where MRMPO is the lead agency for a product, it will be responsible for pursuing communication with the other Parties as agreed. Early communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where MRMPO is a party of interest to a planning project or a financial planning process, it will participate in the development of the planning product as specified in this Agreement. MRMPO will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. MRMPO's Project Manager for this Agreement is Dan Moore, Planning Coordinator, Rogue Valley Council of Governments, P.O. Box 3275, Central Point, Oregon 97502; phone: (541) 423-1361; email: dmoore@rvcog.org, or assigned designee upon individual's absence. MRMPO shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

COUNTY OBLIGATIONS

1. County will engage the other Parties to this Agreement in its planning project or financial planning activities as further identified in Exhibit A. Where County is the lead agency for a product, it will be responsible for pursuing communication with the other

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Parties as agreed. Early communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.

2. Where County is a party of interest to a financial planning process, it will participate in the development of the planning product as specified in this Agreement. County will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.
3. County's Project Manager for this Agreement is Scott Chancey, Transit Program Supervisor, Josephine Community Transit, 201 River Heights Way, Grants Pass, Oregon 97527; phone: (541) 474-5441; email: schancey@co.josephine.or.us or assigned designee upon individual's absence. County shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by any Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. Any Party may terminate this Agreement effective upon delivery of written notice to the other Parties, or at such later date as may be established by that Party, under any of the following conditions:
 - a. If the other Parties fail to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If the other Parties fail to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period as other Party may authorize.
 - c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the Parties are prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279B.220](#), [279B.225](#), [279B.230](#), [279B.235](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of](#)

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1973; (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5. All employers, including all Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. All Parties shall ensure that each of its subcontractors complies with these requirements.
6. The Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
7. MRMPO and County acknowledge and agree that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of MRMPO and County which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after expiration of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
8. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS [30.260](#) ("Third Party Claim") against ODOT, MRMPO or County with respect to which the other Party(ies) may have liability, the notified Party must promptly notify the other Party(ies) in writing of the Third Party Claim and deliver to the other Party(ies) a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
9. With respect to a Third Party Claim for which ODOT is jointly liable with MRMPO or County (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MRMPO or County in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of MRMPO or County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as

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any other relevant equitable considerations. The relative fault of ODOT on the one hand and of MRMPO or County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS [30.260](#) to [30.300](#), if ODOT had sole liability in the proceeding.

10. With respect to a Third Party Claim for which MRMPO or County is jointly liable with ODOT (or would be if joined in the Third Party Claim), MRMPO or County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of MRMPO or County on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MRMPO or County on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. MRMPO's or County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS [30.260](#) to [30.300](#), if it had sole liability in the proceeding.
11. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
12. The Parties certify and represent that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of their Party, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind the Party.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be

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effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

MIDDLE ROGUE METROPOLITAN PLANNING ORGANIZATION, by and through its Policy Committee

By _____
Chair

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Division Administrator
Transportation Development

Date _____

JOSEPHINE COUNTY, by and through its designated officials

By _____
Commission Chair

Date _____

By _____
Division Administrator
Public Transit

Date _____

MRMPO Contact

Jonathan David, Planning Program Manager
Rogue Valley Council of Governments.
P.O. Box 3275
Central Point, OR 97502
Phone: (541) 423-1338
Email: jdavid@rvcog.org

APPROVAL RECOMMENDED

By _____
Region 3 Manager

Date _____

By _____
Region 3 Planning and Development
Manager

Date _____

County Contact

Scott Chancey, Transit Program Supervisor
Josephine Community Transit
201 River Heights Way
Grants Pass, OR 97527
Phone: (541) 474-5441
Email: schancey@co.josephine.or.us

ODOT Contact

Ian Horlacher, MPO Senior Planner
ODOT
P.O. Box 3275
Central Point, OR 97502
Phone: (541) 423-1362
Email: ian.k.horlacher@odot.state.or.us

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EXHIBIT A STATEMENT OF WORK

1. **ACRONYMS** – These acronyms are common to financial plan and obligated projects development and maintenance processes.

MRMPO: Middle Rogue Metropolitan Planning Organization

ATU: Oregon Department of Transportation, Active Transportation Unit, Program and Funding Services

FHWA: Federal Highway Administration

FMIS: Federal Management Information System

FTA: Federal Transit Administration

JCT: Josephine Community Transit

MPO: Metropolitan Planning Organization

ODOT: Oregon Department of Transportation

PCS: Project Control System

PTD: ODOT Public Transit Division

PTO: Public Transit Operator

RTP: Regional Transportation Plan

STIP: Statewide Transportation Improvement Program

TIP: Transportation Improvement Program

2. **DEFINITIONS** – The following definitions apply to this Agreement specifically and shall not be construed to apply to any other agreement between any of the Parties. They may differ from those listed for these terms in the federal regulations.

- a. **Available Funds:** Funds derived from an existing source dedicated to or historically used for transportation purposes. For federal funds, authorized and/or appropriated funds and the extrapolation of formula and discretionary funds at historic rates of increase are considered “available.” A similar approach may be

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used for state and local funds that are dedicated to or historically used for transportation purposes.

- b. **Committed Funds:** Funds that have been dedicated or obligated for transportation purposes. For state funds that are not dedicated to transportation purposes, only those funds over which the Governor has control may be considered “committed.” Approval of a TIP by the Governor is considered a commitment of those funds over which the Governor has control. Local or private sources of funds not dedicated to or historically used for transportation purposes (including donations of property), a commitment in writing (e.g. letter of intent) by the responsible official or body having control of the funds may be considered a commitment. New starts or small starts projects involving 49 U.S.C. 5309 funding, execution of a Full Funding Grant Agreement (or equivalent) or a Project Construction Grant Agreement with the USDOT shall be considered a multi-year commitment of federal funds.
- c. **Consider:** Take into account opinions and relevant information from other Parties in making a decision. Receive the information or comments, acknowledge such, and document the acknowledgement. Those receiving comments are not bound by the opinions or information received.
- d. **Consult:** Confer with other identified Parties in accordance with an established process; consider the views of other Parties prior to taking action, inform other Parties about action taken in accordance with established process. This communication should be timely, and ahead of decisions. Those receiving comments are not bound by the opinions or information received.
- e. **Cooperate/Collaborate:** Parties involved work together to achieve a common goal or objective. Cooperation or collaboration are often employed where multiple Parties have a vested interest in the outcome and may involve a shared project or policy outcome. Parties may share expertise, resources, etc., to accomplish the goal.
- f. **Coordinate:** Develop plans, programs, and schedules in consultation with other agencies party to the Agreement such that agencies’ separate projects do not conflict. Coordinated projects are usually those for which all Parties, other than the lead agency, do not have a vested interest and are often specific projects rather than policy outcomes. The lead agency is the project proponent and the other Parties are not deeply involved. The lead agency is expected to consult with the others to ensure efficiencies are utilized and conflicts are avoided. Parties with legal standing should be involved in the coordination and Parties should operate in good faith.
- g. **Financially Constrained or Fiscal Constraint:** The metropolitan transportation plan, TIP, and STIP includes sufficient financial information for demonstrating that

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projects in the metropolitan transportation plan, TIP, and STIP can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained. The TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in air quality nonattainment and maintenance areas can be included in the first two (2) years of the TIP and STIP only if funds are “available” or “committed.”

- h. **Financial Plan:** The required documentation included with both the metropolitan transportation plan and TIP (and optional for the long-range statewide transportation plan and STIP) that demonstrates the consistency between reasonably available and projected sources of federal, state, local, and private revenues and the costs of implementing proposed transportation system improvements.
- i. **Illustrative Project:** An additional transportation project that may (but is not required to) be included in a financial plan for a metropolitan transportation plan, TIP, or STIP if reasonable additional resources were to become available.
- j. **Lead Agency:** Agency responsible for making sure the project is completed and communication protocols are followed.
- k. **Levels of Communication:** Consider, Consult, Coordinate, Cooperate, or Collaborate. The Agreement may employ any or all of these terms and different products may utilize these different levels of communication between the agencies involved.
- l. **Metropolitan Planning Area (MPA):** The geographic area determined by agreement between the Metropolitan Planning Organization (MPO) for the area and the Governor, in which the metropolitan transportation planning process is carried out.
- m. **Metropolitan Planning Organization (MPO):** The policy board and agency staff of an organization created and designated to carry out the metropolitan transportation planning process.
- n. **Obligated Projects:** The projects funded under title 23 U.S.C. and title 49 U.S.C. Chapter 53 for which the supporting federal funds were authorized and committed by the state or designated recipient in the preceding program year, and authorized by the FHWA or awarded as a grant by the FTA.
- o. **Oregon Department of Transportation (ODOT):** Oregon’s state transportation agency.

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- p. **Owner:** The agency that keeps and maintains the final product.
- q. **Party of Interest:** A party to this Agreement that is not the lead agency for a particular planning project, but is affected by that project.
- r. **Planning Project:** A planning activity that leads to a planning product. Planning products that may be developed may include plans, programs, tools, and administrative products such as those listed below.
- s. **Project Control System – X (PCSX):** Project Control System data entry screen for new projects to be included in the STIP under development.
- t. **Public Transit Operator (PTO):** The primary provider(s) of public transportation services in an area.
- u. **Reasonably Available Funds:** New funding sources that are reasonably expected to be available. New funding sources are revenue that do not currently exist or that may require additional steps before the state DOT, MPO, or public transit agency can commit such funding to transportation projects.
- v. **Regional Transportation Plan (RTP):** The required long-range multimodal transportation plan for the metropolitan area (also may be called the Metropolitan Transportation Plan [MTP]).
- w. **Regionally Significant Project:** A transportation project (other than projects that may be grouped in the TIP and/or STIP, or exempt projects as defined in the Environmental Protection Agency's (EPA's) transportation conformity regulation 40 CFR 93) that is on a facility which serves regional transportation needs (such as access to and from the area outside the region; major activity centers in the region; major planned developments such as new retail malls, sports complexes, employment centers, or transportation terminals) and would normally be included in the modeling of the metropolitan area's transportation network. At a minimum, this includes all principal arterial highways and all fixed guideway transit facilities that offer a significant alternative to regional highway travel.
- x. **Responsible:** Answerable or accountable, as for something within one's power, control, or management. There can be multiple levels or roles in responsibility. Examples of levels of responsibility include:
- *Authority:* Authority to make the final decision; signature authority.
 - *Lead:* Responsible for making sure the activity is completed and communication protocols are followed.
 - *Coordination:* Responsible for coordinating all elements necessary to complete an activity.

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- *Support*: Provide administrative or technical support necessary to complete an activity.
 - *Information*: Provide input and information necessary to complete an activity.
- y. **Statewide Transportation Improvement Program (STIP)**: The statewide prioritized listing/program of transportation projects covering a period of four (4) years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
- z. **Sufficient Financial Information**: Financial information that is required in the project control system (PCSX) data entry tool and proof of local commitment to provide matching funds where local match is included in project finance (such as inclusion in the local capital improvement program).
- aa. **Transportation Improvement Program (TIP)**: The prioritized listing/program of transportation projects covering a period of four (4) years that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
- bb. **Visualization Techniques**: The methods used by states and MPOs in the development of transportation plans and programs with the public, elected and appointed officials, and other stakeholders in a clear and easily accessible format such as maps, pictures, and/or displays, to promote improved understanding of existing or proposed transportation plans and programs.
- cc. **Year-of-Expenditure Dollars**: Dollar sums that account for inflation to reflect expected purchasing power in the year in which the expenditure will be made, based on reasonable financial principles and information.

3. SUMMARY OF PRODUCT RESPONSIBILITIES

- a. All Parties agree to cooperatively develop and share information related to the development of financial plans that support the metropolitan transportation plan, the metropolitan TIP, and the development of the annual listing of obligated projects. Such plans may include, but shall not be limited to the following:
- I. Plans
 - Oregon Transportation Plan and Component Plans including Safety Plans
 - Regional Transportation Plan (RTP)
 - Transportation System Plan (TSP)

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- Area/Concept Plans
- Facility Plans (including Corridor Plans, Interchange Area Management Plans, Access Management Plans, etc.
- Transit Plans
- Coordinated Human Services-Transit Plans

II. Programs

- Statewide Transportation Improvement Program (STIP)
- Metropolitan Transportation Improvement Program (MTIP)

III. Tools

- Transportation Demand Models (TDM)
- Land Use Models
- Integrated Models
- Data resources
- Geographic Information System (GIS) resources

IV. Administrative Products

- Air Quality Conformity
- Unified Planning Work Program (UPWP)
- Federal Certification
- Public Involvement Plan
- Title VI Plan
- Environmental Justice Plans
- Disadvantaged, Minority Business Enterprise Use Plans
- Environmental Impact Statements/Assessments
- State Agency Coordination Agreement

b. MRMPPO is specifically charged with the development of the RTP, MTIP, and UPWP. As such, MRMPPO will be the Product Owner and the Lead Agency for these products and other related products. ODOT and County will provide information necessary for these products. All Parties will cooperate and collaborate in these processes. Formal communication will take place at the regular meetings of the MRMPPO Technical Advisory Committee and Policy Committee, and may be supplemented with phone calls, emails, letters, and additional meetings as desired by any of the participants. Funding of these activities will be identified in the annual UPWP. The decision making process will be in accordance with Agreement No. 29044. This will be the default process used for all planning projects, unless another process is identified.

Table 1 shows the different products covered by this Agreement and each agency's level of responsibility for each product (see definition of *responsible* above). The lead agency holds overall responsibility for the product and the other

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agencies assist by cooperating, communicating, and sharing information necessary to complete and maintain the product. Each of these products has one lead agency and the other two (2) are partners in completion of the product by cooperating and providing support and information as needed.

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Table 1

Product	Owner	ODOT	MRMPO	County
Area/Concept Plans ¹	MRMPO County ODOT	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Coordinated Human Services-Transit Plans	County	Coordinate	Cooperate/Collaborate	Product Owner Lead Agency
Facility Plans ²	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Metropolitan Transportation Improvement Program (MTIP) ³	MRMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Obligation Report	MRMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Oregon Transportation Plan and Modal Plans	ODOT	Product Owner Lead Agency	Consult	Consult
Regional Transportation Plan (RTP)	MRMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
RTP Financial Plan	MRMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
RTP Financial Projections	MRMPO County	Coordinates special purpose committee	Lead for private and local non-transit revenues	Lead for private and local transit revenues
Statewide Transportation Improvement Program (STIP)	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
STIP Financial Plan	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Transit Plans	MRMPO County	Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
TIP Financial Plan	MRMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate

¹ Plans, other than facility plans, prepared by any of the Parties.

² Facility plans include, but are not limited to, interchange area management plans, expressway management plans, access management plans, or other plans that require approval by the Oregon Transportation Commission.

³ Pursuant to 23 CFR 450.326, the MTIP is incorporated verbatim into the STIP (“After approval by the MPO and the Governor, the TIP shall be included without change, directly or by reference, in the STIP...”).

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- I. Each time a new transportation planning project commences, the roles, responsibilities, and expectations of each Party will be written down and distributed to each participant of the project. The Parties will specify at least nine (9) items identified below; other items should be added as needed to ensure that the responsibilities and expectations of each Party are clearly identified.
 - a. Product Owner
 - b. Lead Agency
 - c. Responsibilities of each agency
 - d. Primary levels of communication
 - e. Specific communication procedures
 - f. Use of consultant services
 - g. Decision process
 - h. Funding, reporting responsibilities
 - i. Resource sharing agreements

If the answers will vary by task, project subpart, or other conditions, the responsibilities of each agency under each condition will be specified. (Definitions set forth in this Agreement will apply). An example of such a project may be an Interchange Area Management Plan, where the lead agency would be ODOT, or a Transit Center study conducted by JCT. However, any of the Parties may request that the roles and responsibilities of any "Planning Project" be clarified and redefined within the constraints of the Cooperative Agreement. MRMPO may develop a form to facilitate the identification of responsibilities.

- II. The questions that follow are examples of items to consider when answering the nine (9) items above. Not all items may apply to a specific project, nor is this list intended to be all inclusive. Parties should use these considerations as a starting point to answer the nine (9) items above and to evaluate what further items may need to be set forth in specific project agreements.
 - a. Project Parties
 - What agencies will participate in the project?
 - Which agency will own the product? (See Definitions)
 - Which is the lead agency? (See Definitions)
 - Which agency will develop the scope of work? Who will approve it?
 - What level of responsibility does each agency have for each task or part of the project? (See Definitions)
 - Who are the contact people?
 - When are the different Parties involved?
 - b. Communication

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- What levels of communication are appropriate for the planning project? (See Definitions)
 - What procedures for communication are appropriate for the level of interaction needed? (See Definitions)
 - Who from each agency needs to be informed?
 - Who is responsible for implementing communication protocols?
 - How will communication occur with the ACT, TAC, or other advisory committees?
 - Who is responsible for coordinating communication with the public?
 - Who is responsible for coordinating and joint communications with other agencies?
- c. Consultants
- Will consultants assist with the project?
 - Which agency is responsible for recruiting for and/or selecting any consultants to assist the project?
 - Who is responsible for contract administration?
 - Who is responsible for communicating with the consultants?
 - Who is responsible for reviewing and approving work?
- d. Decision Process
- Which agency has decision authority for which kinds of issues?
 - Who is responsible for providing information/support for the decision? How?
 - Who has responsibility to serve on what decision-making bodies?
 - How will needs for amendments to the product be communicated and decided upon?
 - Who is responsible for completing amendments and when?
 - How will differences of opinion be handled?
- e. Funding
- What level of funding is available?
 - What types of funds are to be used?
 - What restrictions are there on use of the funds?
 - Who is responsible for authorizing funds?
 - Who is responsible for reporting use of funds and accomplishments, at what level of detail and to whom?
- f. Sharing Resources
- Who is responsible for what elements of different kinds of products?
 - When will each agency be responsible for supporting the others?

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- Is this consistent with existing agreements or adopted plans for the area?

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g. Transit

- How will the Parties cooperate with public transit operators in the area?
- How will the public transit operators participate in the planning project?
- Have private providers been considered?

4. **FINANCIAL PLAN DEVELOPMENT AND MAINTENANCE ROLES AND RESPONSIBILITIES** – There are different financial plan requirements for ODOT and MRMPO with regard to the long-range plans and the transportation improvement programs. This Agreement will address the financial plan tracking of the funding for projects that are included in both the current TIP and STIP and development of the financial plan for the long-range metropolitan transportation plan. The STIP and TIP financial plan process has been developed to ensure that the TIP and STIP are constrained throughout their lifecycles. These financial plans act as “checkbooks” for the various programs both at the state level and at the MPO level. The financial plan for the metropolitan transportation plan enables fiscal constraint for the long-range plan.

a. **Responsibilities of Each Agency for Financial Plan and Fiscal Constraint Development (FTP/TIP/STIP Updates)**

ODOT

- I. The ODOT Active Transportation Unit (ATU) is the lead agency for administration of the STIP financial plan. ATU will ensure that all federal funds used within the state are programmed in the STIP and accounted for and that the STIP captures any project activity related to federal funds or regionally significant projects. ODOT shall program funds to projects in a manner that maintains financial constraint and is consistent with federal regulations.
- II. ODOT, including the Public Transit Division, shall provide MPO and County sufficient financial information (including grant awards, annual appropriation amounts, limitations, and rescissions, as applicable) in a timely manner. ODOT will provide project financial information to MPO as needed for demonstration of fiscal constraint of the metropolitan TIP.
- III. ODOT, including the Long-Range Planning Unit, coordinates the special purpose committee described here. The special purpose committee projects long-range federal and state revenues for development of the financially constrained metropolitan transportation plan (RTP). The special purpose committee consists of a representative from ODOT and each MPO and metropolitan PTO. These representatives will cooperatively develop a methodology for estimating state and federal revenues, as well as the actual estimates. This methodology includes the development of a process for distributing these funds to ODOT regions and metropolitan planning areas.

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The planning horizon will be sufficient to enable each MPO to produce its next long-range transportation plan.

MRMPO

- I. MRMPO is the lead agency for administration of the TIP financial plan. MRMPO shall ensure that all federally funded or regionally significant projects within the MRMPO boundary are included in the TIP, which will then be included in the STIP and in the STIP financial plan.
- II. MRMPO shall program funds to projects in a manner that maintains financial constraint and is consistent with federal regulations. Proposed programming that needs to utilize state funding authority to maintain fiscal constraint must be approved by ATU prior to programming being submitted for inclusion in the STIP.
- III. MRMPO shall provide ODOT and County sufficient financial information in a timely manner.
- IV. MRMPO shall submit to ODOT cost-estimates for local projects that include year-of-expenditure dollars consistent with programming years.
- V. MRMPO is the lead agency for completion of the RTP financial plan and for projecting local and private funds for the preparation of the financially constrained RTP. MRMPO will cooperatively develop these projections with ODOT and the County. MRMPO will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.

County

- I. County shall provide MRMPO and ODOT sufficient financial information in a timely manner.
- II. County shall provide MRMPO with project cost-estimates, in year-of-expenditure dollars, for federally funded or regionally significant projects.
- III. County is the lead agency in projecting long-range local and private revenues for public transit investments. County will cooperatively develop these projections with ODOT and MRMPO. County will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.

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b. Responsibilities of Each Agency for Financial Plan and Fiscal Constraint Maintenance (TIP/STIP Activity)**ODOT**

- I. ODOT's ATU will reconcile funds to the FHWA's Federal Management Information System through transactions that are posted. These transactions will be captured in the STIP financial plan and made available to MRMPO monthly. Information in the financial plan will include all fund activities of authorizations, apportionments/appropriations, limitations, rescissions, and revenue aligned budget authority.
- II. The STIP financial plan will identify any fund programming amendments and project activity that affect funding and fiscal constraint including project additions, deletions, obligations, de-obligations, project fund authority "slips" between fiscal years, reimbursement expenditures, and project closeout balances to be returned to the total fund authority balance. At the end of each federal fiscal year, ATU will ensure that there are no planned projects unaccounted for and that any such projects are slipped into later years or cancelled via amendments.
- III. ATU shall consult with MRMPO regarding the application of limitation and rescission of fund authority. New financial plans will be developed upon approval of the new TIP and STIP.

MRMPO

- I. MRMPO will maintain the TIP financial plan, which will include the current programming for all projects located within the MRMPO boundary and identify amendments and project activity that affect funding and fiscal constraint. This includes project additions, deletions, obligations, de-obligations, project fund authority "slips" between fiscal years, reimbursement expenditures, and project closeout balances to be returned to the total fund authority balance.
- II. MRMPO shall ensure that the transactions identified in the STIP financial plan are accurate and must alert ATU to any changes, errors, or omissions.
- III. MRMPO shall cooperate with ATS on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding.

County

County shall cooperate with MRMPO on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding. County shall provide MRMPO with on-going financial information on FTA grant

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transactions, including actual apportionment, allocations, earmarks, TIP amendment requests, project slips/advances, grant awards, project obligations and de-obligations.

5. **COMMUNICATION AND INFORMATION SHARING** – Development and maintenance of STIP and TIP financial plans and obligated project lists requires ongoing, effective communication among ODOT, MRMPO, and County. The Parties will consult with one another individually as needed and at regularly scheduled meetings. The Parties will communicate, share necessary information, cooperate, and assist one another to meet their individual responsibilities for development and maintenance of these products.

ODOT

- I. ATU shall reconcile the STIP financial plan on a monthly basis and make it available to MRMPO through an ODOT file transfer protocol (FTP) website. MRMPO will be notified of the availability of the updated STIP financial plan via email. ATU shall also provide Federal Management Information System information upon request, to enable MRMPO to track the funding and obligation status of federally funded projects. In addition, ATU will be available for any other issues/questions via telephone, email and in person.
- II. The ODOT Region 3 STIP Coordinator will utilize the most current STIP amendment form to communicate proposed programming changes to MRMPO.

MRMPO

MRMPO may communicate with ODOT in several different ways. MRMPO may go through ODOT’s Region STIP Coordinator or work directly with ATU. MRMPO will utilize the most current STIP amendment form to communicate programming changes to ODOT’s regional STIP coordinator and to ATU.

County

County shall primarily communicate directly with MRMPO on any finance related issue, specifically changes to the TIP or STIP. As necessary, County may request joint meetings with MRMPO and ATU. In addition, the County may work with ODOT’s Public Transit Division where appropriate.

6. **CLARIFICATION AND RESOLUTION OF CONCERNS**

ODOT

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- I. ATU has the responsibility to ensure the correct funding levels are identified through working with FHWA. Any changes to processes will be communicated initially through the quarterly meetings between ODOT, MPOs, FHWA, and FTA. If more immediate action is necessary, ATU will contact those affected either by phone or email.
- II. If there are questions regarding the interpretation of federal rules, the appropriate federal agency will be consulted for clarification. On such questions where the answer will apply statewide, ODOT will send a letter to the appropriate federal agency and communicate the response to MRMPO and ATS at the quarterly meeting or via email.

MRMPO

If MRMPO disputes a decision made by ATU, ATU will be consulted in addition to contacting the respective federal agency for further clarification.

County

County has responsibility to ensure the correct funding levels are identified through working with FTA and ODOT Public Transit Division. If there are questions regarding the interpretation of federal rules, the appropriate federal agency will be consulted for clarification.

7. **ANNUAL LISTING OF OBLIGATED PROJECTS ROLES AND RESPONSIBILITIES** – MRMPO is required to develop an annual listing of projects that were obligated in the preceding program year, within ninety (90) days of the end of the program year. ODOT, MRMPO, and County must cooperatively develop the listing of projects. The list must include all federally funded projects, and include sufficient description to identify the project or phase, the agency responsible for carrying out the project, the amount of federal funds requested in the TIP, the amount obligated during the preceding year, the amount previously obligated, and the amount remaining for subsequent years. The list must be published in accordance with the MPO’s public participation criteria for the TIP.

a. Responsibilities of Each Agency

ODOT

- I. The ATU shall provide documentation from FHWA to MRMPO no later than thirty (30) days after the end of each federal fiscal year, which ends September 30th. The documentation will include the necessary data elements as required in the preceding paragraph, including the identification of bicycle and pedestrian projects.

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- II. The ATU will provide Federal Management Information System data sheets (in PDF format) to MRMPO upon request.
- III. The ODOT Geographic Information Services Unit in Salem will provide geographic data (shapefiles and/or PDF maps) for ODOT's obligated projects.

MRMPO

MRMPO is the lead agency in production of the obligation report. MRMPO will take the data provided from ODOT, FTA, and County and create a report that will be made available to the public in accordance with the federal regulations and MRMPO public participation criteria for the TIP.

County

- I. County shall provide MRMPO with documentation that includes the necessary data elements as required in the federal regulation, including the identification of bicycle and pedestrian projects.
- II. County will provide FTA Transportation Electronic Award Management System (TEAM) data to MRMPO in a format that meets the federal reporting requirements.
- III. County will also provide visualization techniques – geographic data (shapefiles and/or PDF maps) for all their obligated projects.

8. COMMUNICATION AND INFORMATION SHARING

ODOT

ATU will deliver documentation in an electronic medium to MRMPO. If a report is created, then ATU will send an email notifying MRMPO that the report is ready and including a link to the report.

MRMPO

MRMPO will utilize the data provided by ATU and the JCT to create the required annual report. MRMPO shall make the report available to interested parties, ODOT, ATU, and County.

County

County will deliver documentation in an electronic medium to MRMPO in a format consistent with the report information tables required by MRMPO.

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9. GENERAL ROLES, RESPONSIBILITIES, AND OBLIGATIONS**ODOT**

- I. ODOT will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. Communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
- II. Where ODOT is a party of interest, it will participate in the development of the product as specified in this Agreement. ODOT will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.

MRMPO

- I. MRMPO will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. Communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
- II. Where MRMPO is a party of interest, it will participate in the development of the product as specified in this Agreement. MRMPO will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.

County

- I. County will engage the other Parties to this Agreement in its activities relating to financial plan development and maintenance, and development of the annual listing of obligated projects as set forth in this Agreement. Communication will be sought in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
- II. Where County is a party of interest, it will participate in the development of the product as specified in this Agreement. County will offer information and opinions such that the lead agency and other participants have the opportunity to understand its positions, concerns, conflicts, and any likely objections to proposed outcomes.

ODOT/MRMPO/County

Attachment 2
(Agenda Item 3)

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