



## AGENDA

Middle Rogue Metropolitan Planning Organization

### Policy Committee

**Date:** Thursday, May 17, 2018

**Time:** 2:30 p.m.

**Location:** Courtyard Conference Room, Grants Pass City Hall  
101 NW "A" Street, Grants Pass, OR

Transit: served by JCT Routes #35, 40, 50, 80 and the Rogue Valley  
Commuter Line

**Contact:** Stephanie Thune, RVCOG: 541-423-1368  
MRMPO website: [www.mrmppo.org](http://www.mrmppo.org)

1	Call to Order / Introductions / Review Agenda	Darin Fowler, Chair
2	Review / Approve Minutes	Chair
Attachment	#1   MRMPO Policy Committee Draft Minutes 180419	
PUBLIC HEARING		
Chair will read the public hearing procedures		
3	2018-2021 Transportation Improvement Program (TIP) Amendment	Ryan MacLaren
Background	<p>The Policy Committee will hold a public hearing to review and consider adoption of the following amendment to the 2018-2021 Transportation Improvement Program (TIP):</p> <ul style="list-style-type: none"><li>• <b>ADD   I-5: Homestead (Rogue River) bridges to bridges over OR99 (KN 20470)</b></li></ul> <p>The TAC recommended approval of the amendment to the Policy Committee at their May 3 meeting.</p>	
Attachment	#2   Memo: RTP/TIP Amendment	
Action Requested	Approve Transportation Improvement Program (TIP) amendment.	

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Action Items		
4	Joint ODOT/MRMPO/Josephine Co. Transit IGA	Karl Welzenbach
Background	This draft contract is an update to an existing contract (signed in 2015) that promotes coordination between the three identified agencies and lays out, in the scope of work, the agencies’ respective responsibilities. The TAC recommended approval of the IGA to the Policy Committee at their May 3 meeting.	
Attachment	#3   Draft IGA	
Action Requested	Authorization for Chairman to Sign Intergovernmental Agreement with ODOT and Josephine County Transit	
Discussion Items		
5	Public Comment  *Limited to one comment per person, five minute maximum time limit.	Chair
Regular Updates		
6	Planning Update	Karl Welzenbach
Attachments	#4   Tracking Spreadsheet for Currently Active MRMPO Projects  NOTE: This will be provided for review on a quarterly basis in Nov, Feb, May, and Aug	
7	Other Business / Local Business  Opportunity for MRMPO member jurisdictions to talk about transportation planning projects.	Chair
8	Adjournment	Chair

- The next MRMPO Policy Committee meeting will be **Thursday, June 14 at 2:30 p.m.** in the Courtyard Conference Room at Grants Pass City Hall.
- The next MRMPO Technical Advisory Committee (TAC) meeting will be **Thursday, June 7, at 1:30 p.m.** in the Courtyard Conference Room at Grants Pass City Hall.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT ANDREA NAPOLI, 541-423-1369. 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 MPO Policy Committee  
April 19, 2018**

The following attended:

<b>Voting Members</b>	<b>Organization</b>	<b>Phone Number</b>
Barry Eames	Grants Pass	218-1403
Chuck DeJanvier for Dan DeYoung	Josephine County	474-5460
Darin Fowler, <b>Chair</b>	Grants Pass	660-3696
John Vial for Bob Strosser	Jackson County	774-6238
Mike Baker	ODOT	957-3658
Pam VanArsdale, <b>Vice Chair</b>	Rogue River	660-4414
Rick Riker	Grants Pass	479-7333
Rob Brandes	Josephine County	474-5460
<b>Staff</b>	<b>Organization</b>	<b>Phone Number</b>
Karl Welzenbach	RVCOG	423-1360
Ryan MacLaren	RVCOG	423-1338
Stephanie Thune	RVCOG	423-1368
<b>Interested Parties</b>	<b>Organization</b>	<b>Phone Number</b>
Jason Canady	Grants Pass	450-6110
Lesley Orr	Grants Pass Bike/Ped	
Wade Elliott	Grants Pass	640-6114

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[MRMPO Policy Committee April 19, 2018 Agenda Packet](#)

Full meeting recording: [2018-04-19 MRMPO Policy Committee Meeting Audio](#)

**NOTE:** Due to server space restrictions, the hyperlinks to cut audio files for specific items have been eliminated. Please use the times listed behind each agenda item to forward to the segment you wish to listen to using the link to the full meeting recording above.

**1. Call to Order / Introductions/ Review Agenda 00:00 – 00:59**

2:30 | *Quorum:* 5 voting members, regardless of jurisdiction

**2. Review / Approve Minutes 01:00 – 01:30**

The Chair asked if there were any changes or additions to the March 15 meeting minutes.

**01:11 | Pam VanArsdale moved to approve the March 15 MRMPO Policy Committee meeting minutes as submitted. Rick Riker seconded.**

There was no further discussion.

*The motion carried unanimously by voice vote.*

**Public Hearing**

**3. 2015-2040 Regional Transportation Plan (RTP) and 2018-2021 Transportation Improvement Program (TIP) Amendments 01:31 – 10:54**

**The Chair read the procedure for the public hearing.**

Ryan MacLaren reported that the MRMPO RTP and TIP need to be amended to add Project A below, but that only the TIP would be amended for the combination of the two projects specified under Project B:

**A. Southern Oregon Seismic Triage (KN 21296)**

Description: *“Perform seismic upgrades on 17 bridges and 7 hillside slopes.”*

- Copies of the “Rogue Valley Seismic Event Highway Triage Approach” document were made available for reference.
- The MRMPO has seven bridges (three on I-5 and four on Highway 99) included in the seismic triage plan; the RVMPO has one landslide (south of Ashland).
- \$35 million was earmarked by HB2017 for the seismic triage work.

**B. Grants Pass Signal & Pedestrian Upgrades (KN 19960) and I-5 Exit 58 – 6<sup>th</sup> & Morgan (KN 17477)**

Description: *“The original project K19960 included a signal at 7<sup>th</sup> and M Street; after project kickoff it was determined that the justification for the signal was not appropriate for ARTS funding of the project. The signal was removed from the project allowing those funds to be moved to other safety projects, primarily K18880 for Region Rumble Strips.” It has been determined that the safety improvements in K17477, I-5: Exit 58 6<sup>th</sup> & Morgan Intersection Improvements, are aligned with the same type of safety upgrades remaining in K19960. Combining the two projects with similar funding sources and common safety and ADA improvements will create a single project to utilize the funding effectively and efficiently. The proposal is to combine K19960 and K17477, utilizing K19960 and its current project name.*

- The projects are already in the RTP, so no amendment is necessary for that document.

- The elimination of \$1.3 million in project cost (the “M” & “6<sup>th</sup>/7<sup>th</sup>” intersection has been dropped) triggers a full TIP amendment, since the funding change exceeds 20%.

**The Chair opened the discussion to public comment, both in support and in opposition.**

None voiced.

**The Chair closed the public testimony.**

**10:12 | John Vial moved that the MRMPO Policy Committee approve the proposed amendments to the 2015-2040 RTP and/or the 2018-2021 MRMPO TIP, as applicable per above. Barry Eames seconded.**

There was no further discussion.

*The motion carried unanimously by voice vote.*

### **Action Items**

#### **4. MRMPO UPWP | FY2018-2019 10:55 – 13:02**

The UPWP is required for every MPO by the federal government and comprises the MPO’s annual program budget, delineating how much planning money will be received, where it is coming from and how it will be spent. The document has been publicly noticed for over one month now, and has been reviewed previously by both the TAC and Policy Committees. Adoption of the document is required this month.

Welzenbach reviewed highlights of two minor changes to the categorization of line items contained in Sections 1 and 2 of the [Draft MRMPO UPWP FY2018-2019](#).

**12:40 | Mike Baker moved that the MRMPO Policy Committee adopt the FY2018-2019 MRMPO UPWP as presented. Rick Riker seconded.**

There was no further discussion.

*The motion carried unanimously by voice vote.*

### **Discussion Items**

#### **7.\* Public Comment 13:03 – 15:20 (\*numbering error on agenda; there was neither an Item 5 nor an Item 6)**

- Lesley Orr provided registration forms for the annual “Ride the Rogue” event, which is celebrating its 10<sup>th</sup> anniversary this year and will take place on September 22.

### **Regular Updates**

#### **8. Planning Update 15:21 – 28:22**

- *New Proposed TPR* | The TPR is still under review by the Department of Land Conservation and Development (DLCD). Under the existing TPR, the MPO was required to develop a regional TSP that was consistent with the RTP and the TSPs of each jurisdiction. According to the new language

in the TPR, however, responsibility for TSPs and Alternative Measures will fall to the local jurisdictions and agencies rather than the MPO, although the MPO can act as a coordinator if there is unanimous agreement across the jurisdictions.

- Communities with populations of fewer than 5,000 [sic: actual figure is 2,500] will be exempt from reporting requirements under the new TPR; it should be noted, though, that some funding sources do require proposed projects to originate from a plan. That plan, however, does not necessarily need to be a TSP; it could, for example, be a transportation element within a comprehensive plan.
  - Welzenbach will report back to the Policy Committee with an answer to this question: If an exempt community currently has in place, or decides to adopt a TSP, would they then be required to fulfill all the reporting requirements under the TPR, or could the TSP serve as their plan document for potential project funding, while keeping their exemption status intact vis-à-vis the TPR reporting requirements?
  - Smaller communities requesting assistance from MPO staff to help with the reporting requirements (if they were, in fact, required to report) could be problematic, since it would essentially require federal funds to be used for state-mandated requirements.
- Three options may be presented at the end of the proposed revisions to the TPR; depending on the option(s) selected by the local governments, LCDC's report on economic impact may need to be modified.
- DLCD was originally planning to take the rules to the Land Conservation and Development Commission (LCDC) in May, but now it is likely that the Rules Advisory Committee (RAC) will convene once more, delaying presentation of the proposed new TPR until July.
- *Obligation Reports* | The MRMPO FFY2016 & FFY2017 obligation reports (i.e. annual lists of obligated projects) have been published.

## 9. Other Business/Local Business 28:23 – 36:58

- *Jackson County* | John Vial
  - Rogue River Greenway project update provided; project match funded by “Ride the Rogue” revenues. An agreement with the railroad regarding a necessary bike/ped crossing seems achievable at this point.
- *Josephine County* | Rob Brandes
  - Merlin sidewalk project update provided; easements are in place for about 75% of affected owners. The size of one bump-out has been reduced and references to “bike lanes” have been replaced with “shared use area” to alleviate lingering concerns of interested parties.

## 10. Adjournment 36:59 – 37:05

3:07 p.m.

### Scheduled Meetings

MRMPO TAC | Thursday, May 3, 2018 | 1:30 pm

MRMPO Policy Committee | Thursday, May 17, 2018 | 2:30 pm



**Middle Rogue  
Metropolitan Planning Organization  
Regional Transportation Planning**

*Gold Hill • Grants Pass • Rogue River • Jackson County • Josephine County • Oregon Department of Transportation*

**DATE:** May 10, 2018  
**TO:** MRMPO Policy Committee  
**FROM:** Ryan MacLaren, Senior Planner  
**SUBJECT:** TIP Amendments

The Policy Committee is being asked to consider approval of the following amendment(s) to the 2018-2021 Transportation Improvement Program.

The 21-day public comment period and public hearing were advertised on or before April 25 in the Medford Tribune, Rogue River Press, Grants Pass Daily Courier, and information is currently available on the MRMPO website. Information on the new project(s) is enumerated, below

**A. Add new Project to TIP: I-5: Homestead (Rogue River) bridges to bridges over OR99 (KN 20470)**

Description: Perform structural overlay and repair expansion joints on all four bridges. (Bridge numbers 08381S, 08381N, 08383S, and 08383N)

Project Name	Project Description	RTP Project Number	Air Quality Status	Key #	Federal Fiscal Year	Phase	Federal		Federal Required Match		Total Fed+Req Match	Other		Total All Sources
							\$	Source	\$	Source		\$	Source	
ODOT														
I-5: Homestead (Rogue River) Bridges to Bridges over OR99	Perform structural overlay and repair expansion joints on all four bridges. (Bridge numbers 08381S, 08381N, 08383S, 08383N)	n/a	Exempt - Table 2, Safety								\$ -			\$ -
				20470	2018	Design	\$ 241,432	NHPP	\$ 20,368	ODOT	\$ 261,800			\$ 261,800
				20470	2018	Land Purchase	\$ 9,222	NHPP	\$ 778	ODOT	\$ 10,000			\$ 10,000
				20470	2018	Utility Relocate	\$ 9,222	NHPP	\$ 778	ODOT	\$ 10,000			\$ 10,000
				20470	2020	Construction	\$ 1,542,841	NHPP	\$ 130,159	ODOT	\$ 1,673,000			\$ 1,673,000
						Other					\$ -			\$ -
				Total FFY15-18					\$ 1,802,717		\$ 152,083		\$ 1,954,800	

Misc. Contracts and Agreement  
No. 32750

**INTERGOVERNMENTAL AGREEMENT**  
**ODOT/MPO/Public Transportation Providers Agreement**  
**Metropolitan Planning, Financial Plans and Obligated Project Lists**  
Middle Rogue Metropolitan Planning Organization  
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 "MPO;" and JOSEPHINE COUNTY – JOSEPHINE COMMUNITY TRANSIT acting by and through its elected officials, hereinafter referred to as "Public Transportation Provider," all herein referred to individually as "Party" or "Agency" and collectively as "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 for an area, and the public transportation provider for the area are required by 23 U.S.C. 134 and 23 CFR 450.314."
3. MPO is an ORS 190 intergovernmental organization consisting of representatives of the following jurisdictions and agencies from the City of Grants Pass, City of Rogue Valley, City of Gold Hill, Josephine County, Jackson County, MPO, and ODOT, and designated in March, 2013, by the Governor of Oregon as the MPO for the Grants Pass Urbanized Area. Establishment of this MPO is outlined in ODOT Agreement No. 29044 between ODOT and the aforementioned entities, executed on March 6, 2013.
4. MPO is a recipient of Federal Highway Administration (FHWA) Planning (PL) funds and Federal Transit Administration (FTA) Section 5303 funds. ODOT's Annual State Fiscal Year Unified Planning Work Program Agreement and any Project Specific Agreements are separate agreements with specific deliverables and funding that remain in effect and are not in any way modified by this Agreement.
5. MPO is responsible for complying with the Metropolitan Planning requirements of 23 CFR 450 and 49 CFR 613 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 MPO Policy Board using the procedures established to adopt the Metropolitan Transportation Plan (MTP) 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 MTP and TIP. Therefore, it is the general policy of MPO that transportation planning products

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be developed with the goal of obtaining support from the MPO Policy Board. This general approach requires a high level of communication between all of the MPO participants.

6. Public Transportation Provider is the designated recipient of the FTA Section 5307 Program (49 U.S.C. 5307) funds in the MPO area. The designated recipients are the public bodies with the legal authority to receive and dispense these federal funds.

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

### **SECTION 1. TERMS OF AGREEMENT**

1. Pursuant to the authority above, ODOT, MPO, and Public Transportation Provider 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. Each party shall be responsible for funding their own duties and obligations under this Agreement. The Parties may choose to enter into additional agreement(s) detailing deliverables and funding for the specific projects identified in Exhibit A.
3. The term of this Agreement shall begin on the date all required signatures are obtained. The work identified in Section 1, Paragraph 1 shall be completed no later than December 31, 2024, on which date this Agreement terminates unless extended by an executed agreement.
4. This Agreement may be revisited as needed, including upon adoption of any new Federal Transportation Authorization, 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.

### **SECTION 2. ODOT OBLIGATIONS**

1. ODOT will fulfill its stewardship obligations to FHWA by providing oversight of the MPO to ensure that the MPO carries out its federal duties in a manner that complies with 23 U.S.C. 106(g).
2. ODOT will engage the other Parties to this Agreement in its transportation planning processes, including financial planning processes, ("Processes") and planning products ("Products"), as identified in "Exhibit A." Where ODOT is the lead agency for a Process or Product, it will be responsible for pursuing communication with the other Parties as agreed. ODOT will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.

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3. Where ODOT is a party of interest, as identified in Exhibit A, to a Process or Product, it will participate in the development of the Process or 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.
4. ODOT, in cooperation with the MPO and the Public Transportation Provider, will establish and conduct a continuous, cooperative, and comprehensive transportation planning process in the development of projects, Processes, Products, and programs that address the required federal planning factors and 23 CFR 450.
5. ODOT's Project Manager for this Agreement is Ian Horlacher, MPO Liaison Planner, ODOT, P.O. Box 3275, Central Point, Oregon 97502; phone (541) 423-1362; email: [ian.k.horlacher@odot.state.or.us](mailto: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.

### **SECTION 3. MPO OBLIGATIONS**

1. MPO will engage the other Parties to this Agreement in its Processes and Products as identified in Exhibit A. Where MPO is the lead agency for a Process or Product, it will be responsible for pursuing communication with the other Parties as agreed. MPO will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where MPO is a party of interest, as identified in Exhibit A, to a Process or Product, it will participate in the development of the Process or Product as specified in this Agreement. MPO 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. MPO, in cooperation with ODOT and the Public Transportation Provider, will establish and conduct a continuous, cooperative, and comprehensive transportation planning process in the projects, Processes, Products, and programs that address the required federal planning factors and 23 CFR 450.
4. MPO will work with Public Transportation Provider and local agencies to provide a yearly report of obligated projects each October.
5. MPO's Project Manager for this Agreement is Karl Welzenbach, Planning Program Manager, MPO, P.O. Box 3275, Central Point, Oregon 97502; phone: (541) 423-1360; email: [kwelzenbach@rvcoq.org](mailto:kwelzenbach@rvcoq.org), or assigned designee upon individual's absence. MPO shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

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**SECTION 4. PUBLIC TRANSPORTATION PROVIDER OBLIGATIONS**

1. Public Transportation Provider will engage the other Parties to this Agreement in its Processes and Products as identified in Exhibit A. Where Public Transportation Provider is the lead agency for a Process or Product, it will be responsible for pursuing communication with the other Parties as agreed. Public Transportation Provider will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where Public Transportation Provider is a party of interest, as identified in Exhibit A, to a Process or Product, it will participate in the development of the Process or Product or the financial planning process as specified in this Agreement. Public Transportation Provider 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. Public Transportation Provider, in cooperation with ODOT and the MPO will establish and conduct a continuous, cooperative, and comprehensive transportation planning process in the development of projects, Processes, Products, and programs that address the required federal planning factors and 23 CFR 450.
4. Public Transportation Provider will provide a yearly report of obligated FTA projects to MPO and ODOT each October.
5. Public Transportation Provider'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](mailto:schancey@co.josephine.or.us), or assigned designee upon individual's absence. Public Transportation Provider shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

**SECTION 5. GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of all Parties.
2. ODOT may terminate this Agreement effective upon delivery of written notice to MPO and Public Transportation Provider, or at such later date as may be established by ODOT, under any of the following conditions:
  - a. If MPO or Public Transportation Provider fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If MPO or Public Transportation Provider fails 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 ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.

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- c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to fund performance of this Agreement.
  - d. 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 if ODOT is 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. 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 a Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties 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.
5. With respect to a Third Party Claim for which ODOT is jointly liable with MPO or Public Transportation Provider (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 MPO or Public Transportation Provider in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of MPO and Public Transportation Provider 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 ODOT on the one hand and of MPO and Public Transportation Provider 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.
6. With respect to a Third Party Claim for which MPO or Public Transportation Provider is jointly liable with ODOT (or would be if joined in the Third Party Claim), MPO and Public Transportation Provider 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 MPO and Public Transportation Provider 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 MPO and Public

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Transportation Provider on the one hand and 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. MPO's and Public Transportation Provider's contribution amount(s) 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.

7. 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 1973; (iii) ORS 659A.142 and the Americans with Disabilities Act of 1990 as Amended by the ADA Amendments Act of 2008; (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. In addition, MPO and Public Transit Provider expressly agrees to comply with 23 CFR 420.121(g) and 49 CFR Part 20 regarding lobbying restrictions on influencing certain Federal activities, which are applicable to all tiers of recipients of FHWA and FTA planning and research funds.
8. Each Party shall ensure that its activities under this Agreement comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"). The Parties agree that all Processes, Products, and projects identified in Exhibit A shall be ADA-compliant, and that all options and alternatives evaluated as part of such Processes, Products, and projects shall meet ADA requirements. MPO and Public Transportation Provider agree to ensure that each of its planners responsible for carrying out activities under this Agreement attend at least one ADA-related ODOT training course within two years of the effective date of this Agreement.
9. If MPO or Public Transportation Provider fails to comply with the requirements of this Agreement or the underlying federal laws or regulations, ODOT may:
  - a. Withhold approvals related to the Process or Products identified in Exhibit A until MPO or Public Transportation Provider comes into compliance, and
  - b. Determine that MPO or Public Transportation Provider is ineligible to receive or apply for Title 23, United States Code funds until ODOT receives full reimbursement of any costs incurred.
10. All employers, including MPO and Public Transportation Provider, 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

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\$500,000 must be included. MPO and Public Transportation Provider shall ensure that each of their subcontractors complies with these requirements.

11. MPO and Public Transportation Provider 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 MPO and Public Transportation Provider 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.
12. 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.
13. 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.
14. 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.
15. 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 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.

**SIGNATURE PAGE TO FOLLOW**

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**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 Board

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

**JOSEPHINE COUNTY**, by and through its  
elected officials

By \_\_\_\_\_  
Commission Chair

Date \_\_\_\_\_

**MRMPO Contact**

Karl Welzenbach, Planning Program Manager  
Rogue Valley COG  
155 North First Street  
P.O. Box 3275  
Central Point, OR 97502-4178  
Phone: (541) 423-1360-  
Email: [kwelzenbach@rvcog.org](mailto:kwelzenbach@rvcog.org)

**Public Transportation Provider**

Scott Chancey, Transit Program Supervisor  
Public Transportation Provider  
201 River Heights Way  
Grants Pass, OR 97527  
Phone: (541) 474-5441  
Email: [schancey@co.josephine.or.us](mailto:schancey@co.josephine.or.us)

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Division Administrator  
Transportation Development

Date \_\_\_\_\_

By \_\_\_\_\_  
Division Administrator  
Public Transit

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 3 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 3 Planning and Development  
Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Jennifer O'Brien, Assistant Attorney  
General by email dated April 11, 2018

**ODOT Contact**

Ian Horlacher, MPO Liaison Planner  
ODOT  
P.O. Box 3275  
Central Point, OR 97502  
Phone: (541) 423-1362  
Email: [Ian.K.Horlacher@odot.state.or.us](mailto:Ian.K.Horlacher@odot.state.or.us)

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**EXHIBIT A  
STATEMENT OF WORK**

**SECTION I. ACRONYMS** – These acronyms used in Exhibit A are common to financial plan and obligated projects development and maintenance processes, and are defined as follows:

- FHWA:** Federal Highway Administration
- FMIS:** Federal Management Information System
- FTA:** Federal Transit Administration
- MPO:** Metropolitan Planning Organization
- ODOT:** Oregon Department of Transportation
- RPTD:** ODOT Rail & Public Transit Division

**SECTION II. 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.

- a. **Air Quality Conformity:** A clean Air Act requirement that ensures Federal funding and approval are given to transportation plan, programs and projects that are consistent with the air quality goals established by a State Implementation Plan (SIP). Applicable to MPOs in designated nonattainment or maintenance areas as defined in 23 CFR 450.104.
- b. **Congestion Management Process (CMP):** A systematic approach that provides for effective management and operation, based on a cooperatively developed and implemented metropolitan-wide strategy, of new and existing transportation facilities eligible for funding under title 23 U.S.C. and title 49 U.S.C. through the use of travel demand reduction and operational management strategies required by TMAs only.
- 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 all applicable established processes; 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.

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- e. **Cooperate and 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 cooperatively among agencies and entities with legal standing and adjustment of such plans, programs, and schedules to achieve general consistency, as appropriate. Coordinated projects are usually those for which all Parties, other than the lead agency, do not have a vested interest and are often a 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 MTP, TIP, and STIP demonstrate sufficient financial information and can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in the 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 MTP 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 MTP, TIP, or STIP if reasonable additional resources were to become available.
- j. **Indian Tribal Government:** Duly formed governing body for an Indian or Alaska Native tribe, band, nation, pueblo, village, or community that the Secretary of the Interior acknowledges to exist as an Indian Tribe pursuant to the federally recognized Indian Tribe List Act of 1994, Public Law 103-454.
- k. **Lead Agency:** Agency responsible for making sure the project, Process, or Product is completed and communication protocols are followed.
- l. **Levels of Communication:** Consider, Consult, Coordinate, Cooperate, or Collaborate. The Agreement may employ any or all of these terms and different Processes or Products may utilize these different levels of communication between the Parties involved.

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- m. **Measure:** An expression based on a metric that is used to establish a target and to assess progress toward achieving the established targets.
- n. **Metropolitan Planning Area (MPA):** The geographic area determined by agreement between the MPO for the area and the Governor, which must include the entire urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period in which the metropolitan transportation planning process is carried out.
- o. **Metropolitan Planning Organization:** The Policy Board of an organization created and designated to carry out the metropolitan transportation planning process.
- p. **Metropolitan Transportation Plan (MTP):** A plan prepared by a Metropolitan Planning Organization in accordance with 23 CFR 450 Subpart C and 49 USC 5303(i), in order to accomplish the objectives outlined by the metropolitan planning organization, the state, and the public transportation providers with respect to the development of the metropolitan area's transportation network. This plan must identify how the metropolitan area will manage and operate a multi-modal transportation system (including transit, highway, bicycle, pedestrian, and accessible transportation) to meet the region's economic, transportation, development and sustainability goals – among others – for a 20+-year planning horizon, while remaining fiscally constrained.
- q. **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 or current program year, and authorized by the FHWA or awarded as a grant by the FTA.
- r. **Oversight:** Activities undertaken to ensure Federal programs are in compliance with applicable laws and regulations.
- s. **Owner:** The agency that keeps and maintains the final Product as referenced in Exhibit A.
- t. **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.
- u. **Performance Based Planning and Programming (PBPP):** Refers to the application of performance management principles within the planning and programming processes of transportation agencies to achieve desired performance outcomes for the multimodal transportation system. This includes a range of activities and products undertaken by a transportation agency together with other parties, stakeholders, and the public as part of a 3C (cooperative, continuing and comprehensive) process. PBPP attempts to ensure that transportation investment decisions are made – both in long-term planning and short-term programming of projects – based on their ability to meet established goals for improving the overall transportation system. It also involves measuring progress toward meeting goals, and using information on past and anticipated future performance trend to inform investment decisions.

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- v. **Performance Measure Coordination Process** – Provides an overview of the required coordination and collaboration between ODOT and the metropolitan planning organizations within Oregon in establishing federally required performance targets.
- w. **Performance Target** – A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FHWA or FTA.
- x. **Performance Period**: A determined time period during which condition/performance is measured and evaluated to: assess condition/performance with respect to baseline condition/performance; and track progress toward the achievement of the targets that represent the intended condition/performance level at the midpoint and at the end of that time period. The “performance period” applies to all measures in this part except the measures for the Highway Safety Improvement Program. Each performance period covers a 4-year duration beginning on a specified date as provided in CFR 490.105.
- y. **Planning Process**: A procedure by which ODOT, MPO and Public Transportation Provider cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process.
- z. **Planning Product**: The final documented result of a planning activity. Planning products that may be developed may include plans, programs, tools, and administrative products.
- aa. **Public Transportation Provider (PTP)**: The primary provider(s) of public transportation services in an area.
- bb. **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 ODOT, a metropolitan planning organization, or a public transportation provider can commit such funding to transportation projects.
- cc. **Regional Intelligent Transportation System (ITS) Architecture**: A regional framework for ensuring institutional agreement and technical integration for the implementation of ITS projects or groups of projects.
- dd. **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.

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- ee. **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.
  - *Support:* Provide administrative or technical support necessary to complete an activity.
  - *Information:* Provide input and information necessary to complete an activity.
- ff. **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.
- gg. **Stewardship:** Activities undertaken to ensure the efficient and effective use and management of the public funds that have been entrusted by the FHWA and FTA.
- hh. **Sufficient Financial Information:** Financial information that is required in the PCS (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).
- ii. **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 Metropolitan Planning Organization 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. 5303. The TIP must be developed in cooperation with the state and public transit providers.
- jj. **Unified Planning Work Program (UPWP):** A statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work, time frames for completing the work, the cost of the work, and the source(s) of funds.
- kk. **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.

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- II. **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.

### **SECTION III. SUMMARY OF PROCESS AND PRODUCT RESPONSIBILITIES**

1. All Parties agree to cooperatively develop and share information related to the development of the Products and Processes that support the MTP, the TIP, and the development of the annual listing of obligated Projects, and other transportation-related Processes, tools, and administrative products.
2. Exhibit A, Table 1 shows the Plans, Programs, Tools, and Administrative Products covered by this Agreement and each Party's level of responsibility for each product. The lead Party holds overall responsibility for the product and the other Parties assist by cooperating, communicating, and sharing information necessary to complete and maintain the product. Each of these Products has one or more lead Party and the others are partners in completion of the Products by cooperating and providing support and information as needed.

**EXHIBIT A**  
**Table 1**

<b>Project, Process, or Product</b>	<b>Owner</b>	<b>ODOT</b>	<b>MPO</b>	<b>PUBLIC TRANSPORTATION PROVIDER</b>
<b>I. PLANS<sup>1</sup></b>				
Area/Concept Plans <sup>2</sup>	MPO Transportation Provider ODOT	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Congestion Management Process (CMP) (TMAs only)	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Coordinated Public Transit Human Services Transportation Plans	Public Transportation Provider	Cooperate/Collaborate	Cooperate/Collaborate	Product Owner Lead Agency
Facility Plans <sup>3</sup>	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
ITS Architecture	ODOT MPO	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Cooperate/Collaborate

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Metropolitan Transportation Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Oregon Transportation Plan and Modal Plans	ODOT	Product Owner Lead Agency	Consult	Consult
<b>Project, Process, or Product</b>	<b>Owner</b>	<b>ODOT</b>	<b>MPO</b>	<b>PUBLIC TRANSPORTATION PROVIDER</b>
Transit Plans	MPO Public Transportation Provider	Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Transportation System Plans	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
<b>II. PROGRAMS</b>				
Metropolitan Transportation Plan Financial Plan and Processes	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Statewide Transportation Improvement Program	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Statewide Transportation Improvement Program Financial Plan and Processes	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Transportation Improvement Program <sup>4</sup>	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Transportation Improvement Program Financial Plan and Processes	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
<b>III. TOOLS</b>				
Data Resources	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Geographic Information System Resources	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Integrated Models	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate

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Land Use Models	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Transit Planning Resources	Public Transportatio n Provider	Cooperate/Collaborate	Cooperate/Collaborate	Product Owner Lead Agency
Transportation Demand Models	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
<b>Project, Process, or Product</b>	<b>Owner</b>	<b>ODOT</b>	<b>MPO</b>	<b>PUBLIC TRANSPORTATION PROVIDER</b>
<b>IV. ADMINISTRATIVE PRODUCTS</b>				
Air Quality Conformity	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Disadvantaged, Minority Business Enterprise Use Plans	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
MPO Federal Certification	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Performance Based Planning and Programming <sup>5</sup>	ODOT MPO Public Transportatio n Provider	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Annual Obligation Report	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Public Participation Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
State Agency Coordination Agreement	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Title VI Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Environmental Justice Plan	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Unified Planning Work Program	MPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate

<sup>1</sup> Party roles, responsibilities and funding may be further refined in a specific product agreement.

<sup>2</sup> Plans, other than facility plans, prepared by any of the Parties.

<sup>3</sup> 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.

<sup>4</sup> Pursuant to 23 CFR 450.326. The TIP 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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<sup>5</sup> Pursuant to 23 CFR 450.206(c), 23 CFR 450.2116(f), 23 CFR 450.218 (q), 23 CFR 490, 49 CFR 625, 49 CFR 630 and 49 CFR 670(3).

3. Each time a new transportation planning Process or Product commences, the roles, responsibilities, and expectations of each Party will be written down and distributed to each participant of the Product as applicable. 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 Party
  - 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, Product subpart, or other conditions, the responsibilities of each Party under each condition will be specified. (Definitions set forth in this Agreement will apply). An example of such a Product may be an Interchange Area Management Plan, where the lead Party would be ODOT, or a Transit Center study conducted by Public Transportation Provider. However, any of the Parties may request that the roles and responsibilities of any "Planning Project" be clarified and redefined within the constraints of a separate cooperative agreement. MPO may develop a form to facilitate the identification of responsibilities.

4. 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 Process or Product, 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 information may need to be set forth in a separate Product-specific agreement.
  - a. Product Parties
    - What Parties will participate in the Product?
    - Which agency will own the Product? (See Definitions)
    - Which is the lead Party? (See Definitions)
    - Which Party will develop the scope of work? Who will approve it?
    - What level of responsibility does each Party have for each task or part of the Product? (See Definitions)
    - Who are the contact people?
    - When are the different Parties involved?
    - Who provides data?
    - Who analyzes the data?

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b. Communication

- What levels of communication are appropriate for the planning Product? (See Definitions)
- What procedures for communication are appropriate for the level of interaction needed? (See Definitions)
- Who from each Party 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 Parties?

c. Consultants

- Will consultants assist with the Product?
- Which Party is responsible for recruiting for and/or selecting any consultants to assist the Product?
- 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 Party 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 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 Party be responsible for supporting the others?
- Is this consistent with existing agreements or adopted plans for the area?

g. Transit

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- How will the Parties cooperate with PTP's in the area?
- How will the PTP's participate in the planning Product?
- Have private providers been considered?

**SECTION IV. FINANCIAL PLAN DEVELOPMENT AND MAINTENANCE ROLES AND RESPONSIBILITIES**

– There are different financial plan requirements for ODOT and MPO with regard to the long-range plans and the transportation improvement programs. Work under this task 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 MTP. 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 MTP enables fiscal constraint for the long-range plan.

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

**ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit is the lead agency for administration of the STIP financial plan. ODOT's Active Transportation Section, Program and Funding Services Unit 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.
2. ODOT, including the Rail and Public Transit Division, shall provide MPO and Public Transportation Provider sufficient financial information (including information regarding 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.
3. ODOT coordinates the special purpose committee described below. The special purpose committee projects long range federal and state revenues for development of the financially constrained MTP also referred to as the Regional Transportation Plan (RTP). The special purpose committee consists of a representative from ODOT and each metropolitan planning organization and each metropolitan public transportation provider. 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. The planning horizon will be sufficient to enable each metropolitan planning organization to produce its next MTP.

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4. ODOT will coordinate a meeting with MPO and Public Transportation Provider during each STIP/TIP cycle to mutually agree upon funding assumptions.
5. ODOT is responsible for demonstrating fiscal constraint for the STIP.

**MPO**

1. MPO is the lead agency for administration of the TIP financial plan. MPO shall ensure that all federally funded or regionally significant projects within the MPA are included in the TIP, which will then be included in the STIP and in the STIP financial plan.
2. To provide consistency and transparency the MPO shall establish a PBPP process for their Region to clearly define the parameters and factors considered in the project evaluation process, as well as share all of the evaluation results used in the decision making process.
3. MPO 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 ODOT's Active Transportation Section, Program and Funding Services Unit prior to programming being submitted for inclusion in the STIP.
4. MPO shall provide sufficient financial information (including information regarding funding obligations, as applicable) to ODOT and Public Transportation Provider in a timely manner.
5. MPO shall submit to ODOT cost-estimates for local projects that include year-of-expenditure dollars consistent with programming years.
6. MPO is the lead agency for completion of the MTP financial plan and for projecting local and private funds for the preparation of the financially constrained MTP. MPO will cooperatively develop these projections with ODOT and the Public Transportation Provider. MPO will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.
7. MPO agrees to utilize the mutually agreed upon funding assumption for their TIP development forecasts.
8. MPO is responsible for demonstrating fiscal constraint for the MTIP.

**PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall provide MPO and ODOT sufficient financial information in a timely manner.

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2. Public Transportation Provider shall provide MPO with project cost-estimates, in year-of-expenditure dollars, for federally funded or regionally significant projects.
  3. Public Transportation Provider is the lead agency in projecting long-range local and private revenues for public transit investments. Public Transportation Provider will cooperatively develop these projections with ODOT and MPO. Public Transportation Provider will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.
  4. Public Transportation Provider is responsible for demonstrating fiscal constraint for the MTIP.
- b. Responsibilities of Each Agency for ODOT's STIP Financial Plan and Fiscal Constraint Amendments (TIP/STIP Activity)**

**ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit will reconcile funds to the FHWA's FMIS through transactions that are posted. These transactions will be captured in the ODOT's STIP financial plan and made available monthly to MPO. Information in the financial plan will include all fund activities of authorizations, apportionments/appropriations, limitations, rescissions, and revenue aligned budget authority.
2. The ODOT's 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 MPO funding balance. At the end of each federal fiscal year, ODOT's Active Transportation Section, Program and Funding Services will ensure that there are no planned projects unaccounted for and that any such projects are slipped into later years or cancelled via amendments.
3. ODOT's Active Transportation Section, Program and Funding Services Unit shall provide the MPO their obligation authority amounts.
4. ODOT, including the Rail and Public Transit Division, shall provide MPO and Public Transportation Provider sufficient financial information (including TIP/STIP amendments 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.

**MPO**

1. MPO will maintain the TIP financial plan, which will include the current programming for all projects located within the MPA boundary and identify amendments and

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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.

2. MPO shall ensure that the transactions identified in the STIP financial plan are accurate and must alert ODOT’s Active Transportation Section, Program and Funding Services Unit to any changes, errors, or omissions.
3. MPO shall cooperate with ODOT’s Active Transportation Section, Program and Funding Services Unit on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding.
4. MPO shall provide TIP amendments, as applicable and sufficient financial information, to ODOT and Public Transportation Provider in a timely manner.

**PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall cooperate with MPO on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding. Public Transportation Provider shall provide MPO with on-going financial information on FTA grant transactions, including actual apportionment, allocations, earmarks, TIP amendment requests, project slips/advances, grant awards, project obligations and de-obligations.

**c. Communication and Information Sharing related to the Financial Plan –** Development and maintenance of STIP and TIP financial plans and obligated project lists requires ongoing, effective communication among ODOT, MPO, and Public Transportation Provider. 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**

1. ODOT’s Active Transportation Section, Program and Funding Services Unit shall reconcile the STIP financial plan on a monthly basis and make it available to the MPO. MPO will be notified of the availability of the updated STIP financial plan. ODOT’s Active Transportation Section, Program and Funding Services Unit shall also provide FMIS information upon request, to enable MPO to track the funding and obligation status of federally funded projects. In addition, ODOT’s Active Transportation Section, Program and Funding Services Unit will be available for any other issues/questions via telephone, email and in person during regular business hours.

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- 2 ODOT will utilize the most current STIP amendment matrix to communicate proposed programming changes to MPO.

**MPO**

1. MPO shall communicate and work directly with ODOT. MPO will utilize the most current STIP amendment matrix to communicate programming changes to ODOT's regional STIP coordinator and Active Transportation Section, Program and Funding Services Unit.

**PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall primarily communicate directly with MPO on any finance related issue, specifically changes to the TIP or STIP. As necessary, Public Transportation Provider may request joint meetings with MPO and ODOT's Active Transportation Section, Program and Funding Services Unit. In addition, the Public Transportation Provider may work with RPTD where appropriate.

**SECTION V. CLARIFICATION AND RESOLUTION OF CONCERNS**

**ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit has the responsibility to ensure the correct funding levels are identified through working with FHWA and FTA. Any changes to Processes will be communicated initially through the quarterly meetings between ODOT, MPOs, FHWA, and FTA. If more immediate action is necessary, ODOT's Active Transportation Section, Program and Funding Services Unit will contact those affected either by phone or email.
2. If there are questions relating to the implementation 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 MPO and ODOT's Active Transportation Section, Program and Funding Services Unit at the quarterly meeting or via email.

**MPO**

1. If MPO disputes a decision made by ODOT, MPO will contact or consult the respective federal agency for further clarification.

**PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider has responsibility to ensure the correct funding levels are identified by working with FTA and RPTD. If there are questions regarding the interpretation of federal rules, the respective federal agency will be consulted for further clarification.

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**SECTION VI. ANNUAL LISTING OF OBLIGATED PROJECTS ROLES AND RESPONSIBILITIES**

– Pursuant to 23 CFR 450.332 the MPO 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. The program year corresponds to the Federal fiscal year of October 1 to September 30. ODOT, MPO, and Public Transportation Provider must cooperatively develop the listing of projects. The list must include all Title 23 and Title 49 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**

1. ODOT's Active Transportation Section, Program and Funding Services Unit shall provide documentation of obligated projects roles and responsibilities from FHWA to MPO no later than thirty (30) days after the end of each federal fiscal year, which ends September 30<sup>th</sup>. The documentation will include the necessary data elements as required in federal regulations, summarized in the preceding paragraph, including the identification of bicycle and pedestrian projects.
2. ODOT's Active Transportation Section, Program and Funding Services Unit will provide FMIS data sheets in PDF format to MPO upon request.
3. ODOT's Geographic Information Services (GIS) Unit will provide geographic data (shapefiles and/or PDF maps) for ODOT's obligated projects upon request by MPO.

**MPO**

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

**PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall provide MPO with documentation that includes the necessary data elements as required in federal regulations, including the identification of bicycle and pedestrian projects.
2. Public Transportation Provider will provide FTA Transit Award Management System (TrAMS) data to MPO in a format that meets the federal reporting requirements.
3. Public Transportation Provider will also provide visualization techniques – geographic data (shapefiles and/or PDF maps) for all of its obligated projects.

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**b. Communication and Information Sharing related to the annual listing of Obligated projects**

**ODOT**

1. ODOT's Active Transportation Section, Program and Funding Services Unit will deliver documentation identified in Section VI in an electronic medium to MPO. If a report is created, then ODOT's Active Transportation Section, Program and Funding Services Unit will send an email notifying MPO that the report is ready and including a link to the report.

**MPO**

1. MPO will utilize the data provided by ODOT's Active Transportation Section, Program and Funding Services Unit and the Public Transportation Provider to create the required annual report. MPO shall make the report available to all Parties.

**PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider will deliver documentation as identified in Section VI in an electronic medium to MPO in a format consistent with the report required by the MPO.

**SECTION VII. PERFORMANCE BASED PLANNING AND PROGRAMMING  
PROCESS ROLES AND RESPONSIBILITIES**

**ODOT**

1. ODOT shall collaboratively develop with all metropolitan planning organizations and public transportation providers in Oregon one or more Performance Measure Coordination Processes for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance information to be used in tracking progress toward attainment of critical outcome for the region of each metropolitan planning organization and the collection of data for the risk based transportation asset management plan for the National Highway System (NHS) and post this process document(s) to the ODOT Website at <http://www.oregon.gov/ODOT/Planning/Pages/Plans.aspx#OHP> This process document(s) will include the following:
  - a. ODOT's responsibilities regarding data and data sharing with metropolitan planning organizations necessary to develop targets and calculate performance for federal reporting.
  - b. ODOT's responsibilities regarding performing analysis necessary to calculate performance measure results for both state and metropolitan planning organization targets.

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- c. ODOT's responsibilities for coordinating with metropolitan planning organizations and public transportation providers for reporting both state and metropolitan planning organization level performance target reports.
- d. ODOT's responsibilities to consult with metropolitan planning organizations in amending and revising state targets in accordance with federal rules.
- e. ODOT's responsibilities for coordinating with metropolitan planning organizations and public transportation providers when amending and revising metropolitan planning organization-specific targets.
- f. ODOT's role for documenting how the state is using a PBPP approach to programming projects as part of the STIP and how the selected projects help the state achieve its designated targets.

**MPO**

1. MPO shall collaboratively develop with ODOT the Performance Measure Coordination Process described in Section VII above, and to the maximum extent practical ensure consistency with the State. This process includes the following:
  - a. MPO will fulfill all MPO responsibilities outlined in the Performance Measure Coordination Process.
  - b. MPO in coordination with ODOT will establish, adjust, and report as necessary, MPO performance targets.
  - c. MPO will be responsible for documenting, to the extent possible, how the performance measure information was used in project selection and prioritization processes with funds under the responsibility of the MPO, as well as how the selected projects help support the MPO in achieving performance targets, to the extent possible. This will be documented as part of MPO's submittal of the self-certification with the TIP.

**PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider shall collaboratively develop with ODOT and MPO a Performance Measure Coordination Process described in Section VII above for cooperatively developing and sharing information related to public transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcome for the Public Transportation Provider, and to the maximum extent practical ensure consistency with the State. This process includes the following:
  - a. Public Transportation Provider will fulfill all Public Transportation Provider responsibilities outlined in the Performance Measure Coordination Process.
  - b. Public Transportation Provider, in coordination with ODOT and MPO, shall document performance of the transportation system, to ensure

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consistency and report the performance measure results to the appropriate federal agency.

## **SECTION VIII. GENERAL ROLES, RESPONSIBILITIES, AND OBLIGATIONS**

### **ODOT**

1. 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. ODOT will communicate early and 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, it will participate in the development of each 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 will develop a formula for allocation of planning funds authorized by 23 U.S.C. 104(f) among metropolitan planning organizations within Oregon, in consultation with MPO and other metropolitan planning organizations, subject to approval by FHWA.

### **MPO**

1. MPO 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. MPO will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.
2. Where MPO is a party of interest, it will participate in the development of each Product as specified in this Agreement. MPO 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. MPO in accordance with 23 U.S.C. 104(f) will consult with ODOT on the formula developed by the State, and approved by the FHWA.

### **PUBLIC TRANSPORTATION PROVIDER**

1. Public Transportation Provider 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. Public Transportation Provider will communicate early and in good faith, such that affected Parties have the opportunity to influence the final outcome or decisions.

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2. Where Public Transportation Provider is a party of interest, it will participate in the development of each Product as specified in this Agreement. Public Transportation Provider 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.



**Middle Rogue  
Metropolitan Planning Organization  
Regional Transportation Planning**

Gold Hill • Grants Pass • Rogue River • Jackson County • Josephine County • Oregon Department of Transportation

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**DATE:** May 10, 2018  
**TO:** MRMPO Policy Committee  
**FROM:** Ryan MacLaren, Senior Planner  
**SUBJECT:** MRMPO Funded Project Quarterly Update

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As part of a process to help track MRMPO funded projects the TAC has been asked to report on monthly, the projects and their reports will be presented to the Policy Committee on a quarterly basis. The summary list follows:

**Grants Pass**

***Alt Fuel Facility Plan (2015-2018 TIP)***

- On hold.

***Bike/Ped Improvements (2015-2018 TIP)***

- Third phase awarded contract, construction to begin shortly.

***Redwood Ave Phase 2 & 3 (2015-2018 TIP)***

- Complete.

***Allen Creek Road Improvements***

- Contracts in procurement, or design. Design phase active in May.

**Josephine Community Transit**

***Commuter Service (2015-2018 TIP)***

- Still going to the State to try to acquire additional STIP dollars. Budgeted through this year.

***Electric Transit Vehicles (2018-2021 TIP)***

- Awarded more money from the state finalizing manufacture to purchase new vehicles from.

***Transit Hub (2018-2021 TIP)***

- Working with ODOT to transfer enhancement dollars to FTA. Once that has taken place, JCT will put together the application.

**Josephine County**

***Merlin Road Sidewalk (2015-2018 TIP)***

- Commissioner has signed the construction contract as of 5/2/18. Project is moving forward.

**Jackson County**

***Rogue River Greenway: Rock Point to Twin Bridges Rd (2018-2021 TIP)***

- Still looking to deliver in 2019. Working with the railroad to improve existing crossing.