



Middle Rogue
Metropolitan Planning Organization
Regional Transportation Planning

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

DATE: February 3, 2015
TO: Technical Advisory Committee
FROM: Dan Moore, Planning Coordinator
SUBJECT: Opportunities for the MRMPO to Provide Services to ODOT

As part of the Statewide MPO funding discussions, RVCOG proposed a potential strategy to help MPOs fill the planning funding gap. It entails amending the current MPO/ODOT/Transit Provider agreement to clarify and support appropriate opportunities for MPOs to provide services to ODOT and to receive appropriate compensation. Below is a list of goals that support this concept:

- Validating and encouraging MPO's to work with ODOT Regions as a potential service provider to ODOT for planning work within the MPO boundaries. Services could include discrete individual portions of the planning process up to and including leading and developing the plan similar to external consultant services.
- MPOs providing specific services such as data, analysis, public involvement, or other services as necessary to support general ODOT work activities.
- Identifying other opportunities for MPO's to provide value added services to ODOT led and funded planning and project delivery activities.
- Nothing in the amended agreement shall guarantee specific amount of work for any individual MPO – services will be negotiated where they mutually benefit ODOT and MPOs.
- For any regionally significant planning project (area/concept or facility) within an MPO boundary for which ODOT is the Lead Agency, the MPO as a party of interest, will be considered a potential consultant for the provision of services. The nature and scope of the services the MPO is logistically and technically qualified to provide will be mutually agreed upon by ODOT Regional Offices and the MPO on an annual basis as part of the UPWP process.

Attached is a copy of the current MRMPO agreement with edits to reflect the goals above. Below in red/italics is the main addition to the document. Mike Baker, ODOT Region 3 Planning Manager supports this concept.

1. **GENERAL ROLES, RESPONSIBILITIES, AND OBLIGATIONS**

- 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.

For any regionally significant planning project (area/concept or facility) within the MRMPO boundary for which ODOT is the Lead Agency, the MRMPO, as a party of interest, will be considered a potential consultant for the provision of services. The nature and scope of the services the MRMPO is logistically and technically qualified to provide will be mutually agreed upon by ODOT Region 3 and the MRMPO on an annual basis as part of the UPWP process.

INTERGOVERNMENTAL AGREEMENT
ODOT/MPO/Transit Operator Agreement
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 "MRMPO;" and JOSEPHINE COUNTY acting by and through its elected 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, Rouge Valley Council of Governments and ODOT, 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. MRMPO is the recipient of the Federal Highway Administration's Planning (PL) funds and the Federal Transit Administration FTA Section 5303 funds. ODOT Agreement No. 29044 remains in effect and is not in any way modified by this Agreement.

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 RTP 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.29044, incorporated herein by this reference.
5. COUNTY manages and operates 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 FTA 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.

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 Jonathan David, Planning Manager, Rogue Valley Council of Governments, P.O. Box 3275, Central Point, Oregon 97502; phone: (541) 423-1338; email: j david@rvcoq.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 activities 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 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 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 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 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 _____

JOSEPHINE COUNTY, by and through its
elected officials

By _____
Commission Chair

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

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

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 _____

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

EXHIBIT A STATEMENT OF WORK

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

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

FHWA: Federal Highway Administration

FMIS: Federal Management Information System

JCT: Josephine Community Transit

MRMPO: Middle Rogue Metropolitan Planning Organization

ODOT: Oregon Department of Transportation

PCS: ~~Project Control System~~

PTD: ODOT Public Transit Division

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. **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.

b. **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.

c. **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. Entities designated as "Cooperate/Collaborate" in Table 1 will be considered Parties of Interest.

- d. **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.
- e. **Financially Constrained or Fiscal Constraint:** The Metropolitan Transportation Plan, TIP, and STIP includes sufficient financial information for demonstrating that 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."
- f. **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.
- g. **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.
- h. **Lead Agency:** Agency responsible for making sure the project is completed and communication protocols are followed.
- i. **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.
- j. **Metropolitan Planning Area (MPA):** The geographic area determined by agreement between the MPO for the area and the Governor, in which the metropolitan transportation planning process is carried out.

- k. **Metropolitan Planning Organization (MPO):** The policy board and agency staff of an organization created and designated to carry out the metropolitan transportation planning process.
- l. **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.
- m. **Owner:** The agency that keeps and maintains the final product.
- n. **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.
- o. **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.
- ~~p. **PCS — X (PCSX):** data entry screen for new projects to be included in the STIP under development.~~
- ~~q.p.~~ **Public Transit Operator (PTO):** The primary provider(s) of public transportation services in an area.
- ~~r.g.~~ **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.
- ~~s.r.~~ **Regional Transportation Plan (RTP):** The required long-range multimodal transportation plan for the metropolitan area (also may be called the Metropolitan Transportation Plan [MTP]).
- ~~t.s.~~ **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.

u-t. **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.

v-u. **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.

w-v. **Sufficient Financial Information:** Financial information that is required in the ~~STIP 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).

x-w. **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.

y-x. **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.

z-y. **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
- RTP
- Transportation System Plan (TSP)
- 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

- 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. MRMPO is specifically charged with the development of the RTP, MTIP, and UPWP. As such, MRMPO 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 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.

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	COUNTY ODOT	Product Owner Lead Agency Cooperate/Collaborate	Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
(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
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
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, corridor 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

- 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?
- [Will one of the agencies be contracted to provide services?](#)
- 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?
- Is this consistent with existing agreements or adopted plans for the area?

g. Transit

- How will the Parties cooperate with PTO's in the area?
- How will the PTO's 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. 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. 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.

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 FMIS 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-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 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-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 FMIS 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

- 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 PTD. 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.
- II. The ATU will provide FMIS 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

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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.

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.

For any regionally significant planning project (area/concept or facility) within the MRMPO boundary for which ODOT is the Lead Agency, the MRMPO, as a party of interest, will be considered a potential consultant for the provision of services. The nature and scope of the services the MRMPO is logistically and technically qualified to provide will be mutually agreed upon by ODOT Region 3 and the MRMPO on an annual basis as part of the UPWP process.

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.

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- 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.

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