

corridor between Corvallis and Albany. Based on technical analysis, public input, and stakeholder outreach, recommended safety countermeasures have been identified. Staff will discuss these recommended countermeasures and accept input from the MPO.

- 7. 3:30 I-5: Delaney Rd – Albany Project (Attachment E) Savannah Crawford**
Action Requested: Release public review draft of proposed amendments.

The Oregon Transportation Commission has approved six FAST Act freight projects to the 2015-2018 Statewide Transportation Improvement Program (STIP). One project will complete preliminary engineering for the addition of a third lane on I-5 from Salem to Albany for a project cost of \$3M. The project must be amended into the AAMPO Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP). ODOT staff will review the project and AAMPO staff will discuss steps for amendment into the TIP and RTP.

- 8. 3:50 RTP Update (Attachment F) Theresa Conley**
Action Requested: Confirm Mosaic themes and Mosaic study area.

Staff will provide an update on Technical Advisory Committee work on the RTP, including proposed project list ‘themes’ to test in the Mosaic tool and the geography by which the tool will analyze benefits and costs. Staff will also discuss the results of a test of a Millersburg bridge connection in the CALM travel demand model.

- 9. 4:05 DLCD Greenhouse Gas Reduction Target Committee Theresa Conley**
Action Requested: Discussion only.

The Land Conservation and Development Commission (LCDC) requested that the Department of Land Conservation and Development (DLCD) form an advisory committee to review how scenario planning and greenhouse gas reduction efforts are being implemented by MPOs. Staff is representing AAMPO on the committee and will provide an update on its proceedings and accept guidance from the Board.

- 10. 4:20 Administrative TIP Amendments Theresa Conley**
Action Requested: No action required. Discussion only.

Staff completed two administrative amendments to the TIP at the request of Linn County. Both were for project #18698 *Old Salem Rd: Truax Creek Bridge Replacement*. One amendment removed the utility phase and reallocated the \$6,000 to construction phase. The other amendment slipped the construction phase to 2017.

- 11. 4:30 Adjourn Roger Nyquist**

Next meeting: September 28, 2016

**ALBANY METROPOLITAN PLANNING ORGANIZATION
POLICY BOARD MEETING MINUTES**

Wednesday, June 22, 2016

2:30 – 4:30 pm

Oregon Cascades West Council of Governments
Upstairs Conference Room / 1400 Queen Ave. SE, Albany

Policy Board Members Attending: Annabelle Jaramillo, Frannie Brindle, Dave Beyerl, and Gary Powell

Members Absent: Roger Nyquist

Alternates Present: Georgia Edwards, and Valerie Grigg Devis

Staff Attending: Theresa Conley and Emma Chavez

Guests: Chris Bailey, Josh Wheeler, Savannah Crawford, Jerry Wolcott, Mark Siddall, Ray Kopczinski, and Darrin Lane

TOPIC	DISCUSSION	DECISION / CONCLUSION
I. Call to Order and Agenda Review	Added Benton County TSP Update to Agenda Item VIII.	The meeting was called to order at 2:32
II. Public Comment		There were no public comments.
III. Minutes of April 27, 2016 Meeting Minutes		Consensus from the Policy Board to approve the April 27, 2016 meeting minutes as written.
IV. I-5: Knox Butte and Santiam Interchanges	<p>Region 2 Project Leader, Jerry Wolcott gave a presentation on the I-5 Knox Butte and Santiam Interchanges.</p> <p>The purpose of the project is to improve capacity, safety, mobility and accessibility on the I-5 corridor in the Millersburg, Albany, and North Jefferson areas. Previous work includes the Albany and Millersburg I-5 corridor refinement plans, the City of Albany and Linn County TSP's</p>	

	<p>and Environmental Assessments in 2009 to 2015. There was extensive public involvement through various committees, teams, public meetings, phone calls, letters, etc.</p> <p>Results of the assessment included the following three designs:</p> <ul style="list-style-type: none"> • I-5 Santiam Interchange design • I-5 Knox Butte Interchange design • Millersburg Interchange design <p>All three designs had either the option of auxiliary lanes or collector lanes. Auxiliary lanes have a smaller footprint with a lesser cost. However, there is more to change at the ramps in the future. Collector lane transitions are only built once but have a bigger footprint with a higher cost. The core team has decided on auxiliary lanes for the design.</p> <p>ODOT has begun some minor development and is expecting construction in 2019.</p> <p>Darrin Lane questioned if there is a focus in our area at the government level. In our region, issues are at a scale where they can still be fixed. ODOT Region Manager Frannie Brindle indicated that yes, through FAST ACT there is a focus on freight and I-5 is a freight corridor.</p> <p>Darrin Lane questioned if the City of Albany will be working on the local roadway improvements associated with these design projects ahead in conjunction with ODOT construction or ahead of time. Chris Bailey stated that some property has been purchased at Spicer Drive and Knox Butte, however; most work would need to take place in concurrence with ODOT construction.</p>	
<p>V. Transportation Improvement Program Updates</p>	<p>Staff informed the Board of an administrative amendment made to the TIP. The Corvallis to Albany Trail project for (Scenic – Springhill) was amended to add \$58,000 to the preliminary engineering phase.</p>	

	<p>Staff also reported that although there was a carryover of STP funds from prior years, fewer STP funds were received this year than anticipated, leaving the balance \$2000 less than programmed at this time.</p> <p>The City of Jefferson project has been completed. It is the first AAMPO project to be completed.</p>	
<p>VI. ODOT / MPO / Transit Operator IGA</p>	<p>The IGA outlines the roles and responsibilities of each entity in carrying out metropolitan transportation planning processes. The IGA is updated every five year cycle. Staff briefly reviewed updates to the IGA. Noting that the only major change came from PL funding discussions.</p> <p>Members requested to review the original IGA and also see track changes. Staff will email the original IGA and changes to members. Approval of the IGA will take place at the August meeting.</p>	
<p>VII. Regional Transportation Plan Update</p>	<p>Members received a summary of public comments. This summary will continue to be updated as comments are received.</p> <p>The Board was asked to consider appointing Rob Emmons, Lebanon Engineer to the Technical Advisory Committee for the RTP process. There was consensus from the Policy board for Rob Emmons to serve as a member of the RTP TAC.</p> <p>Staff noted that AAMPO has adopted its RTP framework and will begin working with the Mosaic tool and project list with the RTP TAC at its July meeting. Staff and consultants are redefining the project list before this work. Feedback will be brought to the Policy Board at its next meeting.</p>	<p>Consensus form the Policy Board for Rob Emmons to serve as a member of the Regional Transportation Plan Technical Advisory Committee.</p>

	<p>An additional transit analysis was conducted in April and May. Stakeholder outreach and research was conducted to assess public transportation needs in the AAMPO area with a focus in the smaller cities of Jefferson, Millersburg and Tangent. Good feedback was gathered that will go with data collected.</p>	
<p>VIII. Staff Updates</p>	<ul style="list-style-type: none"> i. <u>AAMPO FY16-17 funding agreement</u> The AAMPO Policy Board Chair, Commissioner Nyquist has signed the AAMPO Work Plan. The document is being routed for final signatures and continuation of work. ii. <u>Linn-Benton Loop governance agreement</u> OSU’s legal council declined becoming a signatory to the IGA. They do however continue to have interest in being involved and are committed to providing the same amount of funds next fiscal year as they provided the current year. Due to this, the IGA was updated and has gone for review. Staff hopes to have a final draft for approval to the Policy Board at its next meeting. The Policy Board discussed taking a July summer break and reconvening in August. All members agreed. iii. <u>DLCD Advisory Committee on Metropolitan Transportation Plan and Greenhouse Gas Reduction Targets</u> The AAMPO Policy Board Chair, Commissioner Nyquist requested for staff, Theresa Conley to sit on the DLCD Advisory Committee. The committee is charged with reviewing greenhouse gas reduction targets. Theresa will provide updates to the Policy Board and request guidance through the process. iv. <u>TGM applications</u> 	<p>Consensus from the Policy Board to cancel the July meeting and reconvene on August 24, 2016.</p>

	<p>Staff submitted the ADA Transition Planning application and will let members know the results of the application. The City of Jefferson submitted for a TSP update.</p> <ul style="list-style-type: none"> v. <u>Benton County TSP Update</u> The County is working with ODOT to hire a consultant. An RFP will be going out soon. Work should begin in the Fall or early Winter. The County is also holding community events. The next one is scheduled to take place at North Albany Middle School. vi. <u>Hwy 34 Scenic Byway</u> Josh Wheeler has been on a panel for the Hwy 34 Scenic Byway. The byway would span from Waldport to I-5. COG staff are working on writing the plan that would ultimately get approved by the scenic byway committee. Hoping to have designation by the end of year. 	
<p>IX. ODOT Updates</p>	<p>Frannie Brindle introduced Savannah Crawford as her new Project Manager who will be managing the project portfolio.</p> <ul style="list-style-type: none"> i. <u>Governor’s Transportation Vision Panel (GTVP) Report</u> Our local ACT hosted the GTVP on January 28. This was one of many meetings around the state. From these meetings, input was taken and a report put together. The final report is out. Frannie briefly reviewed the Executive summary. ii. <u>Joint Committee on Transportation Preservation and Modernization</u> They held their first meeting on May 25. The joint committee will be holding meetings around the state this summer to discuss needs and priorities for a transportation package in the 2017 session. In addition to public meetings, the joint committee may meet with area commission on transportation (ACT) members 	

	<p>and/or take a tour of local projects. The joint committee wants to hear from local elected officials and business leaders.</p> <p>iii. <u>Oregon Bicycle and Pedestrian Plan</u> The OTC adopted the plan on May 2016. It is one of the modal plans as part of the policy package. There will be implementation of policies and strategies. There are two types of policies in the plan, those that directly impact decision making, and those that result in a newer revised product. The policies are structured to achieve the goal of the plan.</p>	
X. Adjourn	Meeting adjourned at 3:55 pm.	

INTERGOVERNMENTAL AGREEMENT
For the purpose of
ESTABLISHING THE GOVERNANCE OF THE
LINN-BENTON LOOP TRANSIT SERVICE

This Agreement is made and entered into under the authority of ORS 190.010 and ORS 190.110, by and between the Albany Area Metropolitan Planning Organization, an Oregon ORS 190 intergovernmental entity (hereafter “AAMPO”), the Corvallis Area Metropolitan Planning Organization, an Oregon ORS 190 intergovernmental entity (hereafter “CAMPO”), and the Linn-Benton Community College (hereafter “LBCC”), to create the Linn-Benton Loop Board (hereafter “Board”) for governance and further between the newly established Board and the City of Albany, an Oregon Municipal Corporation, (hereafter “Albany”) for operation of the Linn-Benton Loop transit service (hereafter “Loop”). The entities will be referred to throughout this agreement by their individual acronyms, or individually as “Party”, or collectively as the “Parties” or, as to those entities who have established the new Board, the “Board”.

1. Introduction

The Loop is a fixed-route transit service providing public transportation between the cities of Albany and Corvallis. The transit service has been financed by federal dollars and contributions from the City of Albany, the City of Corvallis, Linn County, Oregon State University (hereafter OSU), LBCC, the Good Samaritan Medical Center, Benton County and Hewlett Packard. The primary funding partners of the Loop are currently AAMPO, CAMPO, LBCC and OSU. Additional funding support is provided by Linn County, Benton County, Good Samaritan Regional Medical Center and Hewlett Packard (HP). The Loop is currently operated by the City of Albany.

In 2013, members of the Policy Boards of AAMPO and CAMPO, representing the above mentioned cities and counties, expressed the importance of this service to their communities and renewed their commitment to provide the needed funds for the continuation of this intercity transit service. In 2014, the Chairs of AAMPO and CAMPO reviewed alternatives for governance and funding mechanisms for the Loop. On July 22, 2014, the Chairs of AAMPO and CAMPO discussed these alternatives with representatives of OSU and LBCC and collectively agreed to establish governance of the Loop with an intergovernmental agreement between the current primary funding partners. OSU participates as funding partner, but has declined representation on the policy making body created by this agreement and is not a party to this agreement.

ORS 190.010 and ORS 190.110 allows units of local government and state agencies to enter into agreements for the performance of any or all functions and activities that any party to the agreement, its officers, or agents have the authority to perform. All parties also maintain their individual authority to establish agreements for the management and operation of those services.

Pursuant to these statutes, the Parties agree to create a policy making body called the Linn-Benton Loop Board. The Parties agree to delegate their authority to make policy decisions for the Linn-Benton Loop to their appointed representatives. Further, the Parties agree to cooperate to meet all federal and state requirements regarding the conduct of Board responsibilities. This agreement shall be governed and construed in accordance with the laws of the State of Oregon.

2. Purpose

The purpose of this Agreement is to establish governance for the Linn-Benton Loop to be referred to as the Linn-Benton Loop Board (hereafter Board) and to formalize the arrangement for operation of the Linn-Benton Loop by the City of Albany. The Board formed by this agreement is strictly limited to policy making and advisory functions, and shall not have the authority to make operational decisions, enter into contracts, or take any other action that is outside of this role.

Establishment of Linn Benton Loop Board

3. Board Members, Terms of Office and Meetings

3.1. The Board shall consist of one member of the AAMPO's Policy Board, one member of CAMPO's Policy Board, one representative from LBCC, and three Ex-officio members.

3.1.1. AAMPO's Policy Board is composed of representatives of the cities of Albany, Millersburg, Tangent and Jefferson, Linn County, Benton County and the Oregon Department of Transportation (ODOT). Each representative is designated to the AAMPO's Policy Board by his/her member agency and serves on the MPO until a successor is designated by his/her member agency.

3.1.2. CAMPO's Policy Board is composed of representatives of the cities of Corvallis, Philomath and Adair Village, Benton County and ODOT. Each representative is designated to the CAMPO's Policy

Board by his/her member agency and serves on the MPO until a successor is designated by his/her member agency.

3.1.3. LBCC's representative to the Board shall be the LBCC President or the designee of the President.

3.1.4. The Ex-officio members of the Board shall be the Executive Director of the Oregon Cascades West Council of Governments or the Executive Director's designee, and a representative of the Operator.

3.1.5. This agreement may be amended to include additional party(ies) upon consent of the Board.

3.2. The appointment of representatives from the CAMPO and AAMPO Policy Boards will be made by and according to the practices of those respective organizations. Representatives shall serve until a successor is appointed, but in no event beyond the representative's membership on the CAMPO or AAMPO Policy Board.

3.3. The appointment of the representative from LBCC shall be established by a designation letter from the president. The representative shall serve until a successor is appointed.

3.4. Parties may designate an alternative member to the Board.

3.5. The Board shall elect a Chair and Vice Chair at their first meeting, following the signing of the Agreement. Thereafter, the Board shall elect a Chair and Vice Chair at the first meeting of each calendar year. In the absence of the Chair, or upon her/his inability to act or serve, the Vice Chair shall have the powers of the Chair.

3.6. The Board's meetings shall be in compliance with the Public Meetings laws of the State of Oregon as set forth in ORS 192.640.

3.7. The Board's decision making process shall be according to the Board's By-Laws which will also define the rules for advance notice of the meeting, posting of the agendas, quorum requirement and the process of deliberation. The Board's By-Laws shall be adopted at the Board's first meeting.

3.8. The Board shall meet as needed, and not less than once yearly.

4. Powers and Responsibilities

- 4.1. Through this Agreement, the Board is authorized to provide policy direction and recommendations regarding the operation and performance of the Loop. The Board shall have the power to:
 - 4.1.1. Consistent with Federal and State law, review and comment on the annual budget of the Loop; recommend to the Parties that the Parties receive, appropriate and expend funds; and conduct all other business necessary to operate the Loop.
 - 4.1.2. Review and make recommendations regarding level of service, operation improvement and performance of the Loop.
 - 4.1.3. Seek, identify and recommend that the Parties accept new funding sources for the Loop.
 - 4.1.4. Establish and administer the policies of the Linn-Benton Loop.
 - 4.1.5. Sponsor and administer the development and implementation of plans, programs, projects and studies for the Loop.
 - 4.1.6. Designate an operator for the Loop. Such agreements can be made with any public or private entity, including any Party to this agreement.
- 4.2. The Board shall form a Linn-Benton Loop Technical Advisory Committee (TAC) to serve in an advisory capacity to the Board regarding Loop operations.
 - 4.2.1. The TAC shall be made up of representatives of jurisdictions, institutions, technical experts, the general public and other stakeholders.
 - 4.2.2. The Board shall develop bylaws for the TAC which may further specify the TAC's responsibilities and meeting schedule.
- 4.3. The Board may establish additional advisory committees or special purpose ad hoc committees as deemed necessary.
- 4.4. Unless specifically authorized by a unanimous affirmative vote of all members to the Board, and by written authorization of each member organization, the Board shall not authorize or issue Revenue Bonds.

5. Effectiveness, Amendment, Termination and Withdrawal

- 5.1. This agreement and the formation of the Board shall be effective upon the signing of this Agreement by all the Parties herein mentioned.

- 5.2. Amendments to this agreement that are not prohibited by federal and state law may be made by action of the Board and ratification by the Parties. A proposed amendment must be provided in writing to all Parties at least thirty (30) days before the Board may make a decision on the issue.
- 5.3. Termination of the Loop service under this Agreement may not occur so long as any two Parties to this Agreement desire to continue. In the event that the Loop ceases to operate under this Agreement, the Board may designate an appropriate alternative provider for the continuation of service.
- 5.4. A Party may withdraw its participation under this Agreement at any time providing no less than 180 days advanced written notice to such termination to the Board. Withdrawal of individual Parties shall not terminate this agreement.
- 5.5. Termination of this Agreement requires the affirmative vote of all but one of the members, or the written agreement of all but one of the Parties.
- 5.6. In the event of termination of this Agreement consistent with the terms of 5.5, above, payment of any and all obligations and division of any and all assets of the Loop shall be conducted as follows:
 - 5.6.1. Division of any and all assets of the Loop acquired with federal funding shall be conducted in compliance with federal regulations.
 - 5.6.2. In the event of termination of the Agreement where there is a successor public entity that will conduct all of the activities of the Board, any and all authorities, assets, and liabilities, specifically including any debt incurred by the Board, remaining upon termination shall be transferred to the successor public entity. If a successor public entity has been identified to conduct some but not all of the Board's activities, then the Board shall allocate assets and liabilities between the successor public agency and the Parties to the Agreement. Allocation to Parties shall adhere to subsection 5.6.3, below.
 - 5.6.3. In the event of termination of the Agreement where there is no successor public entity, all assets and liabilities, specifically including any debt incurred by the Board, shall distributed to the Parties that are members of the Board at the time of termination in proportion to the contribution of the Party in obtaining the asset or liability. If the contributions of the Parties in obtaining an asset or

incurring a liability cannot be determined, then that asset shall be sold or converted to cash and the cash shall be distributed to the Parties that are members of the Governing Board or the liability shall be divided among the Parties that are members of the Governing Board at the time of termination in shares proportionate to their cumulative past contributions to the Loop operations and assets. The parties specifically agree that the attribution of any asset acquired or liability incurred more than ten calendar years prior to the date of termination shall be considered incapable of determination.

- 5.6.4. By unanimous agreement of the Parties that are members of the Board, assets and liabilities may be disposed of, divided or distributed on a basis different from that established in this Section.
- 5.7. Pursuant to ORS 190.080(3) the Parties specifically direct any Operator, as signatory to this agreement, to affirmatively assume all responsibility for any obligation or liability arising from any agreement or contract between the Operator and any Party or third party. This agreement is entered into with the specific understanding that the parties of the MPOs have not assumed any obligations of the MPO and are not responsible in any manner whatsoever for any claims deficiencies, damages, or defaults on the part of the MPO.
- 5.8. Notwithstanding 5.7 above, should a court of competent jurisdiction determine that the parties have some responsibility for obligations or liabilities beyond the resources of the Operator to satisfy, pursuant to ORS 190.080(3), the Parties specifically provide: 1) for tort liabilities, to the extent required by the Oregon Tort Claims Act (but in no event in excess of the limits on claims as set out in the Oregon Tort Claims Act or Oregon Constitutional limits for that Party, each party assumes any liability that can be attributed to the acts of its agents, employees or officers); and (2) for contractual liabilities or obligations, the proportion of the incurred liability or obligation the Operator does not have resources to satisfy that is the same as the benefit gained by that Party from the Operator performing the activity leading to the liability or obligation.
- 5.9. If an MPO party to this agreement ceases to exist as a result of federal regulations, that MPO's membership on the Board shall default to the City(ies) from that metropolitan area providing funding for the operation and maintenance of the Loop. If more than one City from a defunct MPO provides funding for the operation and maintenance of the Loop, each of these Cities shall be permitted one representative, but at the option and agreement of these Cities, they may appoint one joint representative.

Agreement that City of Albany will Operate Loop

6. Operation of the Loop

- 6.1. The Parties and the City of Albany agree that the City of Albany shall operate and maintain the Loop according to policy direction provided by the Board, and shall be responsible for budget, appropriation, day to day operations, and all other actions permitted by law and required to perform this service.
- 6.2. The Board shall review the proposed budget for operation of the Loop, and may offer comment, recommendations or suggestions, but has no independent budgetary or purchasing authority.
- 6.3. The Board shall review the contributions of the Parties and other entities to the funding of the Loop and make recommendations to the City of Albany regarding routes and schedules.
- 6.4. The Board and the City of Albany will develop a memorandum of agreement sufficient to formalize agreements between the Parties, the Board, Albany, or member entities of the MPOs related to funding, operations, and ongoing expectations for continuing the Loop service.
- 6.5. Pursuant to ORS 190.010 and or ORS 190.080(3), as signatory to this agreement, the City of Albany affirmatively accepts the debts, liabilities and obligations arising from the operation, maintenance and management of the Loop, and agrees to defend, indemnify and hold the other Parties harmless from all claims. Nothing in this agreement shall be construed as a waiver of the tort claim limits set out in the Oregon Tort Claims act.
- 6.6. The City of Albany may terminate its operation of the Loop by providing 180 days written notice to the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by authorized officials on the dates indicated below:

AAMPO, by and through its Policy Board:

CAMPO, by and through its Policy Board:

By

By

Roger Nyquist, Chair

Rocky Sloan, Chair

Date

Date

LBCC, by and through its Board of Education:

By

Greg Hamann, President

Date

As the Operator, the City of Albany, by and through its City Manager:

By

Wes Hare, City Manager

Date

Witnessed by:

Name, Organization

Date

INTERGOVERNMENTAL AGREEMENT
ODOT/MPO/Transit Operator Agreement
Financial Plans and Obligated Project Lists
Albany Area Metropolitan Planning Organization (AAMPO)
City of Albany

ORIGINAL

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 ALBANY AREA METROPOLITAN PLANNING ORGANIZATION, acting by and through its Policy Board, hereinafter referred to as "AAMPO;" and the CITY OF ALBANY, acting by and through its designated officials, hereinafter referred to as "City," 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. AAMPO is an ORS 190 intergovernmental organization consisting of the governments of the City of Albany, City of Jefferson, City of Millersburg, City of Tangent, Benton County, Linn County, and ODOT, designated in February 2013 by the Governor of Oregon as the Metropolitan Planning Organization for the Albany Urbanized Area. Establishment of this MPO is outlined in ODOT Agreement No. 29480 between ODOT and the aforementioned entities. AAMPO is the recipient of the Federal Highway Administration's Planning (PL) funds and the Federal Transit Administration Section 5303 funds. ODOT Agreement No. 29480 remains in effect and is not in any way modified by this Agreement.

- JAN 2000
4. AAMPO 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 AAMPO Policy Board using the procedures established to adopt the Regional Transportation Plan (RTP) and the Transportation Improvement Program (TIP). In order to be implemented, the recommendations of all other regionally significant transportation planning efforts need to be incorporated into the Transportation Plan and TIP. Therefore, it is the general policy of AAMPO that transportation planning products be developed with the goal of obtaining consensus support from the AAMPO Policy Board. This general approach requires a high level of communication between all of the AAMPO participants. The identification of roles and responsibilities of the Parties for the transportation planning process are addressed in ODOT Agreement No. 29480, incorporated herein by this reference.
 5. City manages and operates the Albany Transit System (ATS) and is the fixed-route public transportation operator for the Albany urbanized area. The City of Albany is the direct recipient of the Federal Transit Administration Section 5307 Program funds in the MPO area.
 6. This Agreement shall be included as an appendix to the Unified Planning Work Program (UPWP) and should be reviewed on an annual basis.

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

TERMS OF AGREEMENT

1. Pursuant to the authority above, ODOT, AAMPO, and City 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 Valerie Grigg-Devis, Senior Planner, ODOT Area 4, 3700 SW Philomath Boulevard, Corvallis, Oregon 97333-1147; phone (541) 757-4211; email: valerie.griggdevis@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.

AAMPO OBLIGATIONS

1. AAMPO will engage the other Parties to this Agreement in its planning activities and financial planning activities as further identified in Exhibit A. Where AAMPO 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 AAMPO 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. AAMPO 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. AAMPO's Project Manager for this Agreement is Jackie Mikalonis, Community and Economic Development Department Director, Oregon Cascades West Council of Governments, 1400 Queen Street, Suite 205, Albany, Oregon 97322; phone: (541) 967-8551; email: jmikalon@ocwcog.org, or assigned designee upon individual's absence. AAMPO shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

CITY OBLIGATIONS

1. City will engage the other Parties to this Agreement in its planning project or financial planning activities as further identified in Exhibit A. Where City 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 City 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. City 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. City's Project Manager for this Agreement is Jon Goldman, Transportation Superintendent, City of Albany, 310 Waverly Drive NE, Albany, Oregon 97321; phone: (541) 917-7600; email: jon.goldman@cityofalbany.net, or assigned designee upon individual's absence. City 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. AAMPO and City 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 AAMPO and City 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, AAMPO or City 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 AAMPO or City (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 AAMPO or City in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of AAMPO or City 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 AAMPO or City on the other hand shall be determined by reference to, among other

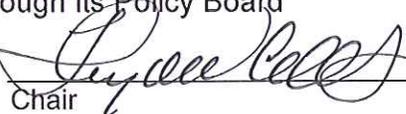
things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon 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 AAMPO or City is jointly liable with ODOT (or would be if joined in the Third Party Claim), AAMPO or City 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 AAMPO or City 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 AAMPO or City 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. AAMPO's or City'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.

ODOT/AAMPO/City
Agreement No. 29485

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.

**ALBANY AREA METROPOLITAN
PLANNING ORGANIZATION**, by and
through its Policy Board

By 
Chair

Date 12/12/13

CITY OF ALBANY, by and through its
designated officials

By 
City Manager

Date 1/23/14

AAMPO Contact

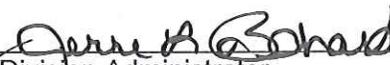
Jackie Mikalonis, Community and Economic
Development Department Director
Oregon Cascades West Council of
Governments.

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Albany, OR 97322
Phone: (541) 967-8551
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City Contact

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Email: jon.goldman@cityofalbany.net

STATE OF OREGON, by and through its
Department of Transportation

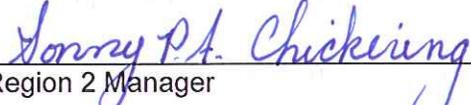
By 
Division Administrator
Transportation Development

Date 2/13/14

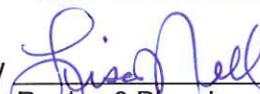
By 
Division Administrator
Public Transit

Date 12 Feb 2014

APPROVAL RECOMMENDED

By 
Region 2 Manager

Date 02-06-14

By 
Region 2 Planning and Development
Manager

Date 2-4-14

ODOT Contact

Valerie Grigg Devis, Senior Region Planner
ODOT, Area 4
3700 SW Philomath Boulevard
Corvallis, OR 97333-1147
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**EXHIBIT A
STATEMENT OF WORK**

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

AAMPO: Albany Area Metropolitan Planning Organization

ATS: Albany Transit Service

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

FHWA: Federal Highway Administration

FMIS: Federal Management Information System

FTA: Federal Transit Administration

MPO: Metropolitan Planning Organization

ODOT: Oregon Department of Transportation

PCS: Project Control System

PTD: ODOT Public Transit Division

PTO: Public Transit Operator

RTP: Regional Transportation Plan

STIP: Statewide Transportation Improvement Program

TIP: Transportation Improvement Program

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

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

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

constraint/fiscal constraint applies to each program year. Additionally, projects in air quality nonattainment and maintenance areas can be included in the first two (2) years of the TIP and STIP only if funds are "available" or "committed."

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

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

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

3. SUMMARY OF PRODUCT RESPONSIBILITIES

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

II. Programs

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

III. Tools

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

IV. Administrative Products

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

- b. AAMPO is specifically charged with the development of the RTP, MTIP, and UPWP. As such, AAMPO will be the Product Owner and the Lead Agency for these products and other related products. ODOT and City 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 AAMPO 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. 29480. 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	AAMPO	City
Area/Concept Plans ¹	AAMPO City ODOT	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Coordinated Human Services-Transit Plans	City	Coordinate	Cooperate/Collaborate	Product Owner Lead Agency
Facility Plans ²	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Metropolitan Transportation Improvement Program (MTIP) ³	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Obligation Report	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Oregon Transportation Plan and Modal Plans	ODOT	Product Owner Lead Agency	Consult	Consult
Regional Transportation Plan (RTP)	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
RTP Financial Plan	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
RTP Financial Projections	AAMPO City	Coordinates special purpose committee	Lead for private and local non-transit revenues	Lead for private and local transit revenues
Statewide Transportation Improvement Program (STIP)	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
STIP Financial Plan	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Transit Plans	AAMPO City	Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
TIP Financial Plan	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate

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

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

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

- 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 ATS. 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. AAMPO 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?
 - 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 public transit operators in the area?
 - How will the public transit operators participate in the planning project?
 - Have private providers been considered?

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

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

ODOT

- I. The ODOT Active Transportation Unit (ATU) is the lead agency for administration of the STIP financial plan. ATU will ensure that all federal funds used within the state are programmed in the STIP and accounted for and that the STIP captures any project activity related to federal funds or regionally significant projects. ODOT shall program funds to projects in a manner that maintains financial constraint and is consistent with federal regulations.
- II. ODOT, including the Public Transit Division, shall provide MPO and City 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.

AAMPO

- I. AAMPO is the lead agency for administration of the TIP financial plan. AAMPO shall ensure that all federally funded or regionally significant projects within the AAMPO boundary are included in the TIP, which will then be included in the STIP and in the STIP financial plan.
- II. AAMPO 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. AAMPO shall provide ODOT and City sufficient financial information in a timely manner.
- IV. AAMPO shall submit to ODOT cost-estimates for local projects that include year-of-expenditure dollars consistent with programming years.
- V. AAMPO 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. AAMPO will cooperatively develop these projections with ODOT and the City. AAMPO will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.

City

- I. City shall provide AAMPO and ODOT sufficient financial information in a timely manner.
- II. City shall provide AAMPO with project cost-estimates, in year-of-expenditure dollars, for federally funded or regionally significant projects.
- III. City is the lead agency in projecting long-range local and private revenues for public transit investments. City will cooperatively develop these projections with ODOT and AAMPO. City 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 Federal Management Information System through transactions that are posted. These transactions will be captured in the STIP financial plan and made available to AAMPO monthly. Information in the financial plan will include all fund activities of authorizations, apportionments/appropriations, limitations, rescissions, and revenue aligned budget authority.
- II. The STIP financial plan will identify any fund programming amendments and project activity that affect funding and fiscal constraint including project additions, deletions, obligations, de-obligations, project fund authority "slips" between fiscal years, reimbursement expenditures, and project closeout balances to be returned to the total fund authority balance. At the end of each federal fiscal year, ATU will ensure that there are no planned projects unaccounted for and that any such projects are slipped into later years or cancelled via amendments.
- III. ATU shall consult with AAMPO regarding the application of limitation and rescission of fund authority. New financial plans will be developed upon approval of the new TIP and STIP.

AAMPO

- I. AAMPO will maintain the TIP financial plan, which will include the current programming for all projects located within the AAMPO 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. AAMPO shall ensure that the transactions identified in the STIP financial plan are accurate and must alert ATU to any changes, errors, or omissions.
- III. AAMPO shall cooperate with ATS on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding.

City

City shall cooperate with AAMPO on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding. City shall provide AAMPO 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, AAMPO, and City. The Parties will consult with one another individually as needed and at regularly scheduled meetings. The Parties will communicate, share necessary information, cooperate, and assist one another to meet their individual responsibilities for development and maintenance of these products.

ODOT

- I. ATU shall reconcile the STIP financial plan on a monthly basis and make it available to AAMPO through an ODOT file transfer protocol (FTP) website. AAMPO will be notified of the availability of the updated STIP financial plan via email. ATU shall also provide Federal Management Information System information upon request, to enable AAMPO 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 2 STIP Coordinator will utilize the most current STIP amendment form to communicate proposed programming changes to AAMPO.

AAMPO

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

City

City shall primarily communicate directly with AAMPO on any finance related issue, specifically changes to the TIP or STIP. As necessary, City may request joint meetings with AAMPO and ATU. In addition, the City 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 AAMPO and ATS at the quarterly meeting or via email.

AAMPO

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

City

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

7. **ANNUAL LISTING OF OBLIGATED PROJECTS ROLES AND RESPONSIBILITIES** – AAMPO 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, AAMPO, and City 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 AAMPO 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 Federal Management Information System data sheets (in PDF format) to AAMPO 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.

AAMPO

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

City

- I. City shall provide AAMPO with documentation that includes the necessary data elements as required in the federal regulation, including the identification of bicycle and pedestrian projects.
- II. City will provide FTA Transportation Electronic Award Management System (TEAM) data to AAMPO in a format that meets the federal reporting requirements.
- III. City 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 AAMPO. If a report is created, then ATU will send an email notifying AAMPO that the report is ready and including a link to the report.

AAMPO

AAMPO will utilize the data provided by ATU and the ATS to create the required annual report. AAMPO shall make the report available to interested parties, ODOT, ATU, and City.

City

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

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.

AAMPO

- I. AAMPO 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 AAMPO is a party of interest, it will participate in the development of the product as specified in this Agreement. AAMPO 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.

City

- I. City 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 City is a party of interest, it will participate in the development of the product as specified in this Agreement. City 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.

AMENDMENT NUMBER 01
INTERGOVERNMENTAL AGREEMENT
ODOT/MPO/Transit Operator Agreement
Financial Plans and Obligated Project Lists
Albany Area Metropolitan Planning Organization (AAMPO)
City of Albany

This is Amendment No. 01 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as “ODOT;” the **ALBANY AREA METROPOLITAN PLANNING ORGANIZATION**, acting by and through its Policy Board, hereinafter referred to as “AAMPO;” and the **CITY OF ALBANY**, acting by and through its designated officials, hereinafter referred to as “City.” The Parties entered into an Agreement on February 13, 2014.

It has now been determined by ODOT, AAMPO, and City that the Agreement referenced above shall be amended to update language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
 2. **Amendment to Agreement.**
 - a. **AAMPO Obligations, Paragraph 3, Page 3, which reads:**
 3. AAMPO’s Project Manager for this Agreement is Jackie Mikalonis, Community and Economic Development Department Director, Oregon Cascades West Council of Governments, 1400 Queen Street, Suite 205, Albany, Oregon 97322; phone: (541) 967-8551; email: jmikalon@ocwcog.org, or assigned designee upon individual’s absence. AAMPO shall notify the other Parties in writing of any contact information changes during the term of this Agreement.
 - Shall be deleted in its entirety and replaced with the following:**
 3. AAMPO’s Project Manager for this Agreement is Theresa Conley, AAMPO Manager, Oregon Cascades West Council of Governments, 1400 Queen Street, Suite 205, Albany, Oregon 97322; phone: (541) 924-4548; email: tconley@ocwcog.org, or assigned designee upon individual’s absence. AAMPO shall notify the other Parties in writing of any contact information changes during the term of this Agreement.
 - b. **Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to “Exhibit A” shall hereinafter be referred to as “Revised Exhibit A.”**
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken

together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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.

SIGNATURE PAGE FOLLOWS

**ALBANY AREA METROPOLITAN
PLANNING ORGANIZATION**, by and
through its Policy Board

By _____
Chair

Date _____

CITY OF ALBANY, by and through its
designated officials

By _____
City Manager

Date _____

AAMPO Contact:

Theresa Conley, AAMPO Manager
Oregon Cascades West Council of
Governments
1400 Queen Street, Suite 205
Albany, OR 97322
Phone: (541) 924-4548
Email: tconley@ocwcog.org

City Contact:

Jon Goldman, Transportation Superintendent
City of Albany
310 Waverly Drive NE
Albany, OR 97321
Phone: (541) 917-7600
Email: jon.goldman@cityofalbany.net

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 2 Manager

Date _____

By _____
Region 2 Planning and Development
Manager

Date _____

ODOT Contact:

Valerie Grigg Devis, Senior Region Planner
ODOT, Area 4
3700 SW Philomath Boulevard
Corvallis, OR 97333-1147
Phone: (541) 757-4159
Email: Valerie.griggdevis@odot.state.or.us

**REVISED EXHIBIT A
STATEMENT OF WORK**

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

AAMPO: Albany Area Metropolitan Planning Organization

ATS: Albany Transit Service

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

FHWA: Federal Highway Administration

FMIS: Federal Management Information System

FTA: Federal Transit Administration

MPO: Metropolitan Planning Organization

ODOT: Oregon Department of Transportation

PCS: Project Control System

PTD: ODOT Public Transit Division

PTO: Public Transit Operator

RTP: Regional Transportation Plan

STIP: Statewide Transportation Improvement Program

TIP: Transportation Improvement Program

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

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

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

being adequately operated and maintained. The TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in air quality nonattainment and maintenance areas can be included in the first two (2) years of the TIP and STIP only if funds are “available” or “committed.”

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

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

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

3. SUMMARY OF PRODUCT RESPONSIBILITIES

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

II. Programs

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

III. Tools

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

IV. Administrative Products

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

- b. AAMPO is specifically charged with the development of the RTP, MTIP, and UPWP. As such, AAMPO will be the Product Owner and the Lead Agency for these products and other related products. ODOT and ATS 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 AAMPO 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. 29480. 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 agencies 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	AAMPO	City
Area/Concept Plans ¹	AAMPO City ODOT	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Coordinated Human Services-Transit Plans	City	Coordinate	Cooperate/Collaborate	Product Owner Lead Agency
Facility Plans ²	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Metropolitan Transportation Improvement Program (MTIP) ³	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Obligation Report	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Oregon Transportation Plan and Modal Plans	ODOT	Product Owner Lead Agency	Consult	Consult
Regional Transportation Plan (RTP)	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
RTP Financial Plan	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
RTP Financial Projections	AAMPO City	Coordinates special purpose committee	Lead for private and local non-transit revenues	Lead for private and local transit revenues
Statewide Transportation Improvement Program (STIP)	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
STIP Financial Plan	ODOT	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Transit Plans	AAMPO City	Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
TIP Financial Plan	AAMPO	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate

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

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

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

- 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 ATS. 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. AAMPO 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?
 - 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 public transit operators in the area?

- How will the public transit operators participate in the planning project?
 - Have private providers been considered?
- c. For any regionally significant planning project, or planning task within the MPO, for which ODOT is the Lead Agency, the MPO and its fiscal and staffing agent may be considered a potential consultant for the provision of services. The nature and scope of the services the MPO is qualified and able to provide will be mutually agreed upon by ODOT and the MPO on an annual basis as part of the UPWP process.

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

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

ODOT

- I. The ODOT Active Transportation Unit (ATU) is the lead agency for administration of the STIP financial plan. ATU will ensure that all federal funds used within the state are programmed in the STIP and accounted for and that the STIP captures any project activity related to federal funds or regionally significant projects. ODOT shall program funds to projects in a manner that maintains financial constraint and is consistent with federal regulations.
- II. ODOT, including the Public Transit Division, shall provide MPO and City 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.

AAMPO

- I. AAMPO is the lead agency for administration of the TIP financial plan. AAMPO shall ensure that all federally funded or regionally significant projects within the AAMPO boundary are included in the TIP, which will then be included in the STIP and in the STIP financial plan.
- II. AAMPO 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. AAMPO shall provide ODOT and City sufficient financial information in a timely manner.
- IV. AAMPO shall submit to ODOT cost-estimates for local projects that include year-of-expenditure dollars consistent with programming years.
- V. AAMPO 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. AAMPO will cooperatively develop these projections with ODOT and the City. AAMPO will participate on the special purpose committee on state and federal funds that is coordinated by ODOT.

City

- I. City shall provide AAMPO and ODOT sufficient financial information in a timely manner.
- II. City shall provide AAMPO with project cost-estimates, in year-of-expenditure dollars, for federally funded or regionally significant projects.
- III. City is the lead agency in projecting long-range local and private revenues for public transit investments. City will cooperatively develop these projections with ODOT and AAMPO. City 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 Federal Management Information System through transactions that are posted. These transactions will be captured in the STIP financial plan and made available to AAMPO monthly. Information in the financial plan will include all fund activities of authorizations, apportionments/appropriations, limitations, rescissions, and revenue aligned budget authority.
- II. The STIP financial plan will identify any fund programming amendments and project activity that affect funding and fiscal constraint including project additions, deletions, obligations, de-obligations, project fund authority "slips" between fiscal years, reimbursement expenditures, and project closeout balances to be returned to the total fund authority balance. At the end of each federal fiscal year, ATU will ensure that there are no planned projects unaccounted for and that any such projects are slipped into later years or cancelled via amendments.
- III. ATU shall consult with AAMPO regarding the application of limitation and rescission of fund authority. New financial plans will be developed upon approval of the new TIP and STIP.

AAMPO

- I. AAMPO will maintain the TIP financial plan, which will include the current programming for all projects located within the AAMPO 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. AAMPO shall ensure that the transactions identified in the STIP financial plan are accurate and must alert ATU to any changes, errors, or omissions.
- III. AAMPO shall cooperate with ATS on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding.

City

City shall cooperate with AAMPO on the development of financial forecasts, authorizations, apportionments and regional sub-allocation of FTA funding. City shall provide AAMPO 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, AAMPO, and City. The Parties will consult with one another individually as needed and at regularly scheduled meetings. The Parties will communicate, share necessary information, cooperate, and assist one another to meet their individual responsibilities for development and maintenance of these products.

ODOT

- I. ATU shall reconcile the STIP financial plan on a monthly basis and make it available to AAMPO through an ODOT file transfer protocol (FTP) website. AAMPO will be notified of the availability of the updated STIP financial plan via email. ATU shall also provide Federal Management Information System information upon request, to enable AAMPO 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 2 STIP Coordinator will utilize the most current STIP amendment form to communicate proposed programming changes to AAMPO.

AAMPO

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

City

City shall primarily communicate directly with AAMPO on any finance related issue, specifically changes to the TIP or STIP. As necessary, City may request joint meetings with AAMPO and ATU. In addition, the City 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 AAMPO and ATS at the quarterly meeting or via email.

AAMPO

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

City

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

7. ANNUAL LISTING OF OBLIGATED PROJECTS ROLES AND RESPONSIBILITIES

AAMPO 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, AAMPO, and City 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 AAMPO 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 Federal Management Information System data sheets (in PDF format) to AAMPO 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.

AAMPO

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

City

- I. City shall provide AAMPO with documentation that includes the necessary data elements as required in the federal regulation, including the identification of bicycle and pedestrian projects.
- II. City will provide FTA Transportation Electronic Award Management System (TEAM) data to AAMPO in a format that meets the federal reporting requirements.
- III. City 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 AAMPO. If a report is created, then ATU will send an email notifying AAMPO that the report is ready and including a link to the report.

AAMPO

AAMPO will utilize the data provided by ATU and the ATS to create the required annual report. AAMPO shall make the report available to interested parties, ODOT, ATU, and City.

City

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

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.

AAMPO

- I. AAMPO 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 AAMPO is a party of interest, it will participate in the development of the product as specified in this Agreement. AAMPO 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.

City

- I. City 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 City is a party of interest, it will participate in the development of the product as specified in this Agreement. City 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.



Albany Area Metropolitan Planning Organization

City of Albany • City of Jefferson • City of Millersburg • City of Tangent • Linn County •
Benton County • Oregon Department of Transportation

August 17, 2016

TO: AAMPO Policy Board

FROM: Theresa Conley, AAMPO Manager

SUBJECT: Amendment to AAMPO FY15-18 TIP and RTP Framework

Action Requested

Release public review draft of amendments to the AAMPO FY15-18 Transportation Improvement Program (TIP) and AAMPO Regional Transportation Plan (RTP) Framework to add a new project (\$3m), Interstate 5: Delaney Rd to Albany.

Background

The FAST Act authorizes federal highway, transit and safety programs through 2020, with small annual funding increases over the course of the bill. The funding levels in the FAST Act provide additional funding above the levels assumed when the Oregon Department of Transportation (ODOT) developed the 2015-2018 STIP. As a result, the Oregon Transportation Commission had the opportunity to program additional funding for freight projects in the 2015-18 STIP that must be allocated to freight-related projects on high-volume, high-priority truck freight routes, primarily the interstate.

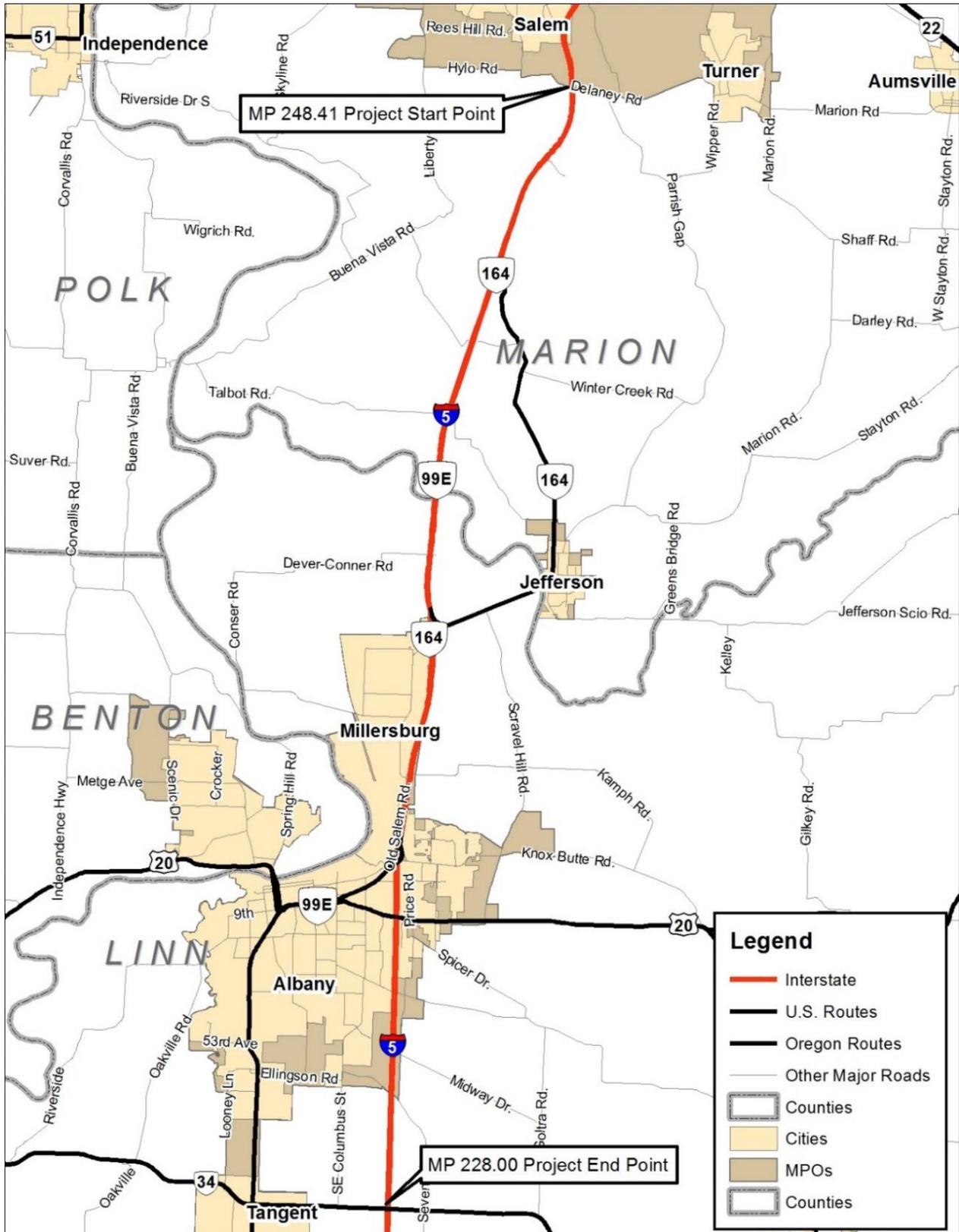
To prepare for traffic growth through the Interstate 5 corridor over the next 20 years, ODOT proposed to begin analyzing widening the freeway to three lanes in each direction. In June 2016, the OTC approved \$3,000,000 to study a third lane on Interstate 5 between Salem (MP 248.41, Delaney Rd) and Albany (MP 228, Hwy 20 Interchange). This project will provide the preliminary engineering funding that will be used to identify design options, potential project impacts, and estimated costs. This project does not yet have construction funds identified. The work will be used to inform future funding discussions including potential federal grant applications. The project will have coordination with the ongoing I-5 Interchanges: Santiam-Viewcrest project. A project area map and copy of the TIP amendment are shown on pages 2-3 of this memo. ODOT will present more information on the two projects as available.

Discussion

ODOT requests amendment of the TIP to add a new project (\$3m), Interstate 5: Delaney Rd to Albany, located in Region 2, Area 3 and Area 4, Marion and Linn Counties (Development Only). This project is not currently in the adopted AAMPO TIP or RTP Framework. Due to federal requirements for consistency between the TIP and the RTP, both documents must be amended to include the project in order for the project to move forward.

Staff recommends release of a public review draft of the amendments to the TIP and RTP Framework for a 21-day public comment period, followed by a public hearing to amend the RTP Framework and TIP during the September 28th AAMPO Policy Board meeting.

Project Area Map



TIP Amendment

Key Number	Sponsor	Project Name	Description	Phase	FFY	Fund 1	Fund 1 Share	Fund 2	Fund 2 Share	Phase Total	Project Total
ODOT											
19930	ODOT	I-5: Delaney Rd to Albany	Project Development to add a third lane on I-5 between Delaney Road and Albany. MP 248.41 to 228.00. Eligible for 92.22% federal reimbursement.	PE	2017	Fix-it / Z460	\$2,691,900	ODOT Match	\$308,100	\$3,000,000	
											\$3,000,000



Albany Area Metropolitan Planning Organization

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Benton County • Oregon Department of Transportation

August 17, 2016

TO: AAMPO Policy Board
FROM: Theresa Conley, AAMPO Manager
SUBJECT: Regional Transportation Plan Update

Action Requested

1. Confirm the two Mosaic themes for further development and testing.
2. Confirm the Mosaic study area as confined to the AAMPO planning area.

Discussion

Mosaic Themes: Two Aspirational Project Lists

The Technical Advisory Committee (TAC) is beginning to work with the Mosaic tool to test two 'aspirational' 20-year project lists. As a first step, the TAC reviewed how well the 20-year 'constrained' project list meets identified needs. Following that assessment, the TAC identified two project list themes to test out in the Mosaic tool, alongside a traditional transportation analysis. The results of the Mosaic process will not dictate the final aspirational project list, but will provide information about the comprehensive benefits and costs of different investment strategies.

The two project list themes proposed for testing in Mosaic are:

Improve Capacity: This list of projects would focus on a new bridge crossing between Millersburg and North Albany and would include supporting projects to achieve that connection. The objective of testing this theme would be to better understand if a new bridge will address forecasted congestion issues between I-5 and Hwy 20 in North Albany, including addressing river crossing capacity.

Potential sample projects include: New Willamette River Crossing; I-5 Tank Farm Interchange; Springhill Drive Widening; and Conser Road Realignment and Widening.

Managing Congestion on Existing Corridors – Looks at improving performance of major regional corridors with technology, intersection improvements, and regional transit service. The theme focuses on improving connections to better access jobs, services, and other key destinations.

Potential sample projects include: Truck Traffic Signal Priority; Increase Regional Transit Service Frequency; Inter-city Transit Service within the MPO; Intersection Capacity Upgrades at Key Congested Locations; I-5 Corridor Interchange Improvements; and Enhance Bike/Ped connections within ¼ mile of Transit Service.

The Board is asked to confirm these two themes for further development and testing.

As a next step, staff will work with the TAC will prepare a project list for each theme.

Mosaic is designed to assess the cumulative impact of a full project list by quantifying benefits for safety, security, economic vitality, mobility, quality of life, etc, in addition to the lifecycle costs for the projects. Ultimately, the Mosaic process will just provide information for the MPO to consider, alongside a traditional transportation analysis. It will not create a final project list.

Mosaic Study Area

The TAC is recommending that the Mosaic cost/benefit analysis focus on the AAMPO area, not the broader region covered by the Corvallis Albany Lebanon Model (CALM). The intent is to focus on the costs and benefits to AAMPO jurisdictions (user costs, employment, user costs, injuries, etc.).

The Board is asked to consider confirming this approach.

Millersburg Bridge Analysis

The CALM travel demand model was used to complete a high-level analysis of how a new Millersburg Interchange and a Millersburg Bridge would impact future travel patterns. Overall, the river crossing was projected to shifts trips off the Hwy 20 bridges and onto the new river crossing, relieving congestion on Ellsworth St and Lyon St and decreasing traffic on Salem Ave. The crossing also provides some relief to the Knox Butte Rd/I-5 Ramp links.

Results include:

- 100-300% increase in pm peak hour trips on Old Salem Road north of the new Millersburg interchange. The pm peak hour demand may exceed capacity.
- 10-20% decrease in pm peak hour trips on I-5 between Jefferson Highway and Knox Butte Rd
- 45-55% decrease in pm peak hour trips on Salem Ave between Geary St and Albany Ave
- 15% decrease in pm peak hour trips on the northbound Hwy 20 (Lyon St) bridge. 25% decrease in pm peak hour trips on the southbound Hwy 20 (Ellsworth St) bridge. They no longer exceeds capacity.
- 20% increase in westbound pm peak hour trips exiting the MPO on Hwy 20. This trip increase is balanced by a trip decrease on westbound Hwy 34.

The information regarding the Millersburg bridge analysis is provided for the Board's information; there is no action requested.