



CORVALLIS AREA METROPOLITAN PLANNING ORGANIZATION

301 SW 4th Street, Suite 240 • Corvallis, Oregon 97333

Phone: 541-758-1911 • Fax: 541-758-1903

www.corvallisareampo.org

POLICY BOARD Meeting
5:00 PM, Wednesday, June 10th, 2015
Sunset Room, 4077 SW Research Way

AGENDA

- | | | |
|------|---|-------------------------------|
| I. | <u>Call to Order</u> | Chair |
| II. | <u>Agenda Review</u> | Chair |
| III. | <u>Public Comments</u> | Chair |
| IV. | <u>Minutes of May 13th 2015 Meetings</u>
ACTION: Decision | (Attachment I) Chair |
| V. | <u>Oregon's Pay As You Drive Program</u>
<i>Oregon is experimenting with a pay per mile program to be instituted in lieu of the current gas tax.
An ODOT representative will provide information on this experiment, dubbed as OReGo.</i>
. ACTION: Discussion | ODOT Staff |
| VI. | <u>Renewal of IGA between OCWCOG and CAMPO</u>
<i>Through an Intergovernmental Agreement, the COG provides staffing and administrative services to CAMPO. Attached are a memo and the newly re formatted IGA for renewal.</i>
ACTION: Decision | (Attachment IIa & b) Bonakdar |
| VII. | <u>Updates</u>
a) Director's Report
b) Jurisdictional Report | |
| IX. | <u>Adjourn</u>
<i>Next meeting date July 6th, 2015</i> | Chair |

Meeting facilities are accessible to persons with disabilities. If you need any special accommodations to attend the meeting, please contact Emma Chavez at least 72 hours prior to the meeting. Emma can be reached at 541-924-8405. TTY/TTD 711

Member Jurisdictions:

Cities of Corvallis, Philomath, Adair Village, Benton County and Oregon Department of Transportation

**METROPOLITAN PLANNING ORGANIZATION
POLICY BOARD MEETING
Wednesday, May 13th, 2015
Sunset Building
MINUTES**

Policy Board Members Attending: Rocky Sloan, Amy Ramsdell, Hal Brauner, Annabelle Jaramillo and Alan Rowe

Alternates Present: Mary Steckel

Guests Present: Laurel Byer

Staff Attending: Ali Bonakdar and Emma Chavez

TOPIC	DISCUSSION	DECISION / CONCLUSION
I. Meeting called to order by Chair Rocky Sloan at 5:03 pm		
II. Agenda Review		There were no changes made to the agenda.
III. Public Comments		There were no public comments.
IV. Minutes of April 8 th , 2015 MPO Policy Board meetings	Agenda item V: third paragraph, first bullet; remove the word taken. Agenda item IV: City of Corvallis jurisdictional report. Change bike rail to bike corral.	Consensus by Policy Board members to approve the April 8th, 2015 meeting minutes with corrections.

Attachment I Draft Minutes

V. Approval of 2016 Work Program and Budget	<p>CAMPO staff has been working on updating the FY16 UPWP. The document has been reviewed by the CAMPO Policy Board, the CAMPO TAC, ODOT, FHWA, and US DOT. Comments received have been incorporated into the document as well as some corrections noted by City of Corvallis staff. Ali briefly reviewed the changes to the document.</p> <p>The local match requirement for transit planning (FTA's Section 5303) has been reduced to 10.27%. A brief discussion about unfunded needs of the MPO has been added to the document. Task 500 – projects sponsored by ODOT has been modified.</p> <p>The CAMPO Policy Board is requested to approve the FY16 UPWP and its associated budget through the adoption of Resolution No. 15-1.</p>	Consensus from the Policy Board to adopt Resolution No. 15-1, approval of FY16 UPWP.
VI. CAMPO's Scenario Analysis	<p>CAMPO signed a new contract with ODOT for Phase II of the Scenario Analysis work. In Phase II, Scenario Analysis; the scenarios that CAMPO came up with will be evaluated by the ODOT Model. Ali reviewed the scenarios that CAMPO submitted. He advised members that updates will be provided throughout the process with presentations from DLCD and ODOT. Ali mentioned that this effort is much in line with the intentions of the City of Corvallis City Council regarding climate change. Hal nodded and suggested that staff should work with Councilor Zack Baker.</p> <p>Mary asked how sustainability will be measured. Ali responded the metrics for evaluating sustainability have not been developed yet. The TAC will work with ODOT to develop those.</p>	
VII. Call for Federal Transportation to Meet Local Needs	<p>Staff advised that with the entire nation's infrastructure being in bad shape, six high caliber national organizations are urging Congress to direct state DOTs to share more of transportation assistance dollars with</p>	Consensus from the Policy Board with ODOT member abstaining, to

Attachment I Draft Minutes

	<p>local governments. Members were asked to review a letter to Congressman DeFazio urging congress for more assistance to local governments.</p> <p>Members discussed the letter. Benton County member stated that it would be important for each member jurisdiction to reach out in a similar manner.</p> <p>Amy Ramsdell abstained.</p>	approve the letter of support.
VIII. Updates	<p>a) CAMPO's Report</p> <ul style="list-style-type: none">• CAMPO along with ODOT and DLCD has received the 2015 National Environmental Excellence Award for the Strategic Assessment of greenhouse gas emission work that was completed last year. The awarding ceremony will be held at Salt Lake City in July.• CAMPO's contract with the COG for staffing services will be due for renewal in June. The contract will be brought to the Policy Board for review and approval. Members are encouraged to provide any feedback they might have. <p>b) Jurisdictional Updates</p> <ul style="list-style-type: none">• ODOT – May is transportation safety awareness month. Throughout the month of May there will be opportunities in communities around the state for people to demonstrate the importance of safety. ODOT also reports that OReGO, a road usage charge program that pilots a new way to fund roads and bridges in Oregon is kicking off. ODOT is looking for 5K volunteers who will pay for the miles they drive at 1.5 cents per mile, instead of the fuel tax. The commission is discussing the 19-21 STIP and is basing its budget at a 10% decrease. This means	

Attachment I Draft Minutes

	<p>there will be less funds going to the ACTS at about ½ of the previous STIP. The South Bypass project has been modified, eliminating a left turn and having a free right turn. There are concerns of bicyclists riding against traffic.</p> <ul style="list-style-type: none">• City of Corvallis – The city is looking into transit system funding and may be implementing a local gas tax next fall and possibly a vehicle registration fee. The TSP work continues. The Steering Committee will be meeting in June to start working on goals and objectives. Info videos were created and will be posted soon. The TSP website is ready and the city continues to take input.• Benton County – Construction has started on the roundabout project. West Hills Road will be closed on Monday. An RFQ has gone out for the Corvallis to Albany trail. There have been eight inquiries from consultants. The County has hired a new civil engineer; Fred Gomez who has a strong background in bridge work.	
IX. Adjourn	Next meeting Wednesday, June 10, 2015.	



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Memorandum

To: CAMPO Policy Board
From: Ali Bonakdar, Director
Date: June 3, 2015
Re: Renewal of CAMPO's IGA with COG

Requested Action

Renew the IGA between CAMPO and COG for the next 3 years and provide feedback on staff's performance and partnership with COG.

Background

The CAMPO Policy Board is an independent entity designated as the Metropolitan Planning Organization for transportation planning and programming in the Corvallis Urbanized Area. The CAMPO Policy Board has decided to contract with the Oregon Cascades West Council of Governments (OCWCOG) for its staffing and administrative needs.

Since the inception of CAMPO in 2002, the OCWCOG has been providing staffing, accounting and administrative services to CAMPO through an Intergovernmental Agreement (IGA), signed by both parties. The IGA is usually extended for the next 3-years. The Board, however, has the prerogative of extending the IGA for any time period.

Status

The current IGA, signed in 2012, is expiring on June 30, 2015 and needs to be extended.

In an effort to streamline COG's operation and administration, COG has asked services of a legal firm to review all COG's contracts and provide legal recommendations. The attached IGA, in spite of all its *prima facie* changes, is the same as the old IGA in its substance. No change has been made to the role and responsibilities of any of the parties. For the most part, the changes, rather, are about the "boilerplate" section of the IGA and include adding recitals, reformatting and rearranging the content.

INTERGOVERNMENTAL AGREEMENT
Between
Corvallis Area Metropolitan Planning Organization (CAMPO)
And
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG)
For
Designation of OCWCOG as the CAMPO's Administrative and Fiscal Agent

This Agreement is made and entered into upon execution by and between the Corvallis Area Metropolitan Planning Organization, hereinafter known as CAMPO, and the Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

Recitals

- A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.
- B. CAMPO is the entity charged with conducting a continuing, cooperative and comprehensive regional transportation planning process for the CAMPO's Planning Area, consistent with federal and state requirements, and has the need for administrative and fiscal services.
- C. OCWCOG has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

This Agreement shall be for the purpose of designating OCWCOG as CAMPO's administrative and fiscal agent.

SECTION 2. CAMPO's RESPONSIBILITY

- A. Provide direction regarding staffing of CAMPO including engagement in review and evaluation of CAMPO's personnel, as requested.
- B. Provide direction regarding representation of CAMPO during the course of all CAMPO's business.
- C. Provide policy direction and governance to fulfill its responsibilities including, but not limited to:
 - a. Developing and approving the annual Unified Planning Work Program;

- b. Developing and approving the Long Range Transportation Plan;
 - c. Developing and approving a Transportation Improvement Plan and its periodic updates;
 - d. Developing and approving the submission of periodic reports required of metropolitan planning organizations by state or federal agencies;
 - e. Developing and adopting an annual budget; and
 - f. Entering into contracts for professional services necessary to carry out its responsibilities.
- D. Comply with all applicable laws and regulations including, but not limited to, the Public Contract Law, Public Meetings Law, Public Records Law, and the Government Standards and Practices Act of the State of Oregon.
- E. Obtain and at all times during the duration of this Agreement keep in effect comprehensive commercial general liability insurance covering the contracted activities. Said insurance shall at a minimum provide for:

COMMERCIAL GENERAL LIABILITY insurance including personal injury, bodily injury and property damage with limits as specified below. Limits maybe provided by Excess or Umbrella policy:

LIMITS:

- \$1,000,000 Per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.
- \$2,000,000 Per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.
- \$5,000,000 Per Occurrence / \$5,000,000 General Aggregate / \$5,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.

SECTION 3. OCWCOG RESPONSIBILITY

- A. To provide CAMPO, consistent with CAMPO's adopted annual Unified Planning Work Program (UPWP) and budget, all necessary support to enable CAMPO to meet its federal and state obligations as the designated Metropolitan Planning Organization (MPO) for the Corvallis Urbanized Area
- B. Received, on behalf of CAMPO, all funds directed to CAMPO unless otherwise specified. In connection with management of those funds, OCWCOG shall:
 - a. Maintain separate accounts or segregated funds for all revenues and maintain discrete accounting records for expenditures, revenues and cash balances as required by state and/or federal agencies;

- b. Maintain accounting policies, practices and procedures that are consistent with generally accepting accounting principles and in accordance with applicable statutes and regulations;
 - c. Provide periodic budget reports to the CAMPO Policy Board, as requested;
 - d. Expend funds in the execution of this Agreement in accordance with CAMPO's adopted annual UPWP and associated budget, which are herein incorporated by reference. This budget shall include compensation for services performed by OCWCOG to fulfill tasks within the adopted UPWP; and,
 - e. Bill ODOT at least quarterly for 100 percent of actual costs, as described in Section 4.B.
- C. Make payment promptly, as due, to all persons supplying to OCWCOG labor or materials for the prosecution of the work provided for in this Agreement.
- D. Pay all contributions or amounts due the Industrial Accident Fund from OCWCOG or any subcontractor incurred in the provision of services under this Agreement.
- E. Not permit any lien or claim to be filed or prosecuted against CAMPO on account of any labor or material furnished.
- F. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- G. Comply with all applicable laws and regulations including, but not limited to, the Public Contract Law, Public Meetings Law, Public Records Law, and the Government Standards and Practices Act of the State of Oregon.
- H. Obtain and at all times during the duration of this Agreement keep in effect comprehensive commercial general liability insurance covering the contracted activities. Said insurance shall at a minimum provide for:

COMMERCIAL GENERAL LIABILITY insurance including personal injury, bodily injury and property damage with limits as specified below. Limits maybe provided by Excess or Umbrella policy:

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- \$5,000,000 Per Occurrence / \$5,000,000 General Aggregate / \$5,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.

SECTION 4. PROVISIONS

- A. Contract Period: This agreement shall be effective upon signing by both parties and shall terminate on DATE, unless this agreement is hereafter modified in writing.
- B. Payment: OCWCOG shall submit to ODOT at least quarterly, but not for periods of less than one month, invoices for 100 percent of actual costs incurred by or on behalf of the project consistent with the adopted annual Unified Planning Work Program. Such invoices shall be consistent with state and federal requirements and will be in a form agreed upon by OCWCOG and ODOT.
- C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require thirty (30) days written notice to the other party. In the event of termination, OCWCOG shall submit to ODOT an invoice for 100 percent of actual costs incurred up to and including the date of termination. Upon termination of this agreement, any assets remaining within the control of OCWCOG shall be transferred to another party or parties as directed by MPO.
- D. Assignability: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.
- E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.
- F. Indemnification: To the extent permitted by law, including ORS 30.260 to 30.300 and the Oregon Constitution, OCWCOG will indemnify MPO against all claims arising out of or related to negligent or intentional acts or omissions of OCWCOG in connection or associated with the performance of this agreement, and MPO will indemnify OCWCOG against all claims arising out of or related to negligent acts or omissions of MPO in connection or associated with the performance of this agreement.
- G. Public Contracts: All parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279B.220-279B.235, as amended.
- H. Waiver: Waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this agreement.
- I. Dispute Resolution: Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between CAMPO and OCWCOG arising out of, or relating to this Agreement or the breach of it will be decided, if the

parties mutually agree, by mediation, or if they fail to agree, by arbitration. Arbitration will be conducted according to rules and procedures set out by the Arbitration Service of Portland, or as otherwise agreed by the parties.

- J. Workers Compensation: Workers' Compensation and Employer's Liability insurance as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employer's Liability coverage.

OCWCOG is subject to the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires OCWCOG to provide workers compensation coverage for all of its subject workers.

- K. Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

- L. Amendments: Any amendment to this agreement shall be in writing and signed by authorized representatives of both parties. There are no understanding, agreements or representations, oral or written, regarding this agreement except as specified or referenced herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

Fred Abousleman
Executive Director
Oregon Cascades West Council of Governments
1400 Queen Ave SE Ste 201
Albany, OR. 97322

Rocky Sloan, Chair
Policy Board of Corvallis Area MPO

Date: _____

Date: _____