

**Albany Area Metropolitan Planning Organization
Policy Board Agenda**

**Wednesday, June 24, 2015
2:30 – 4:30 pm**

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

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| I. <u>Call to Order and Introductions</u> | Roger Nyquist, Chair |
| II. <u>Agenda Review</u> | Roger Nyquist |
| III. <u>Public Comment</u> | Roger Nyquist |
| IV. <u>Minutes of June 25 2015 Meeting</u> (Attachment A)
<i>Action Requested: Approval of May 27, 2015 Meeting Minutes</i> | Roger Nyquist |
| V. <u>Regional Transportation Plan TAC Appointments</u> (Attachment B)
<i>Action Requested: Appointment of AAMPO RTP TAC Members</i> | Theresa Conley |
| VI. <u>AAMPO Staffing Contact Renewal</u> (Attachment C)
<i>Action Requested: Approval of AAMPO Staffing Contract</i> | Theresa Conley |
| <p>The current staffing contract with the Oregon Cascades West Council of Governments (OCWCOG) will expire on June 30th. This contract establishes OCWCOG as the fiscal and administrative agent for AAMPO and provides for staff support. A draft prepared by staff and reviewed by OCWCOG legal counsel was reviewed at the May 27th AAMPO meeting. Following the meeting, Linn County legal counsel and OCWCOG legal counsel provided another round of review and prepared the attached document. Changes are highlighted in yellow. A clean copy for signature will be provided at the meeting.</p> | |
| VII. <u>Discussion on Federal Transportation Funding</u>
Discussion Item | Travis Brouwer
ODOT Assistant Director |

ODOT Assistant Director, Travis Brouwer, will provide an overview of how federal transportation funding is allocated in Oregon, and how changes in funding levels or distribution strategies might affect Oregon, large and small MPOs, and local jurisdictions.

VIII. AAMPO Program Updates
Discussion Item

Theresa Conley

- AAMPO Regional Transportation Plan
- Linn Benton Loop IGA
- Oregon MPO Consortium Work Program

IX. Jurisdictional Updates
Discussion Item

Roger Nyquist

This is an opportunity for MPO members to provide local updates and share information.

X. Adjourn

Roger Nyquist

Upcoming meetings:

- Regional Transportation Plan Kick off – July 22, 2015
AAMPO Policy Board and Technical Advisory Committee Joint meeting
- OMPOC – July 24, 2015

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

**Wednesday, May 27th, 2015
2:30 – 4:30 pm**

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

Policy Board Members Attending: Darrin Lane, Dave Beyerl, Annabelle Jaramillo, Roger Nyquist
Alternates Attending: Georgia Edwards
Guests Attending: Zoe Kellett, Chris Bailey, Valerie Grigg-Devis
Staff Attending: Theresa Conley, Emma Chavez

TOPIC	DISCUSSION	DECISION / CONCLUSION
I. Call to Order and Introduction	The Chair called the meeting to order at 2:30pm.	
II. Agenda Review	Benton County requested an additional agenda item on a letter of support.	Letter of support added as Agenda item IX.
III. Public Comment		There were no comments from the publics.
IV. Minutes of March 25 th and May 5 th Meetings		Consensus from the Policy Board to approve the March 25th, 2015 and May 5th, 2015 meeting minutes as written.

Draft Minutes

<p>V. Oregon Transportation Safety Action Plan</p>	<p>Nancy Murphy, Principal Planner with the ODOT Transportation Planning Unit, gave a presentation regarding development of the Oregon Transportation Safety Action Plan (TSAP). The Plan is required by federal law and is directly related to how funds are spent on safety projects. The Plan must be consistent with other statewide transportation mode and topic plans.</p> <p>Members received a handout of 2009 through 2013 crash trends. Nancy briefly reviewed the information. Policy Board members voiced their concern over the outdated data and questioned why more current information isn't available. Nancy indicated that the amount of data entry and processing needed to create the reports may cause the information to take some time to be produced.</p> <p>Nancy reviewed the TSAP timeline and process. As part of the process, ODOT will be working on a Safety Vision; an overview of recent crash trends; identification of emphasis areas; development of planning level goals and policies, strategies and actions to address emphasis areas, and performance measures; and lastly, plan implementation. Once a draft plan is available it will be brought back to the Policy Board for review.</p>	
<p>VI. AAMPO Staffing Contract Renewal</p>	<p>The current staffing contract with the COG will expire June 30th. With direction from the AAMPO Chair; staff prepared a draft IGA for continuance of the current staffing contract. Staff reviewed the draft contract in requested input from members.</p> <p>Key changes:</p> <ul style="list-style-type: none"> • Section 2, AAMPO Responsibilities; A and B are new • Section E, AAMPO jurisdictions included in insurance • Question: what are contracted activities? Staff will check on this and advise members of the findings. • Contract Period is now 5 years 	<p>Members will email Theresa any content edit requests in order to have a final draft by next month's meeting.</p>

Draft Minutes

	<ul style="list-style-type: none"> • In place of the previous staffing exhibit, the revised draft refers to the UPWP <p>Members were requested to email staff with any proposed changes or concerns by June 5th, 2015. Staff will then email members a final draft with highlighted changes.</p>	
<p>VII. Transportation Improvement Program (TIP)</p>	<p>Staff provided a brief update on the development of the TIP. AAMPO is required to have a TIP by March 2016 along with a Regional Transportation Plan (RTP). The two need to be developed in sync with each other. Staff has worked with the TAC to outline a scheduled.</p> <p>Timeline Review:</p> <ul style="list-style-type: none"> • June – discuss types of projects to be considered for funding • Summer – recommendation of projects to Policy Board for review • Fall – start looking at funding assumptions and costs • End of 2015 – Draft TIP to Policy Board for approval in January or February, 2016 <p>Staff will keep the Policy Board updated on the work.</p>	
<p>VIII. Oregon MPO Consortium (OMPOC) Update</p>	<p>As a result of the statewide conversations about PL funding distribution among the MPOs, \$85K was taken off the top of that pool of funding to support a staff person for OMPOC. ODOT will be providing the match for this position/program, for a total of about \$100,000. OMPOC is hoping for the funding will help pursue projects that are more statewide significant for all the MPOs. Staff funded with this money will coordinate OMPOC quarterly meetings, maintain the OMPOC website and serve as the liaison with our state legislators. Funding will also be used for specific projects.</p> <p>Current concepts for specific projects include:</p>	

Draft Minutes

	<ul style="list-style-type: none"> • Create informational materials • Assistance with multi MPO grant opportunities • Assistance with data collection and management • Assistance with best practices (research other MPOs) • Tracking local, statewide and national activities <p>Members discussed the importance for small MPOs to make sure they are getting fair representation through this position.</p>	
IX. Benton County Letter of Support Request	Laurel Byer, Benton County engineer is requesting a letter of support from the Policy Board for a Transportation Growth Management (TGM) grant to help fund and update to the Benton County TSP.	Consensus from the Policy Board to submit a letter of support for the Benton County TGM application.
X. Adjourn	<p>Staff introduced the new Community & Economic Development Director, Charlie Mitchell. Charlie shared a little bit about himself with members.</p> <p>Next meeting Wednesday, June 24th 2015.</p>	



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

June 17, 2015

TO: AAMPO Policy Board

FROM: Theresa Conley, AAMPO Coordinator

SUBJECT: AAMPO RTP Technical Advisory Committee Appointments

The AAMPO Policy Board is asked to appoint the following individuals to the Technical Advisory Committee for the AAMPO Regional Transportation Plan.

The proposed appointees include all current AAMPO TAC members and Ex-Oficio TAC members, as well as additional representatives from public transportation sector who will be specifically asked to provide assistance with the TDP. Those individuals will also be invited to participate in the general RTP TAC as they are able. Additional TAC members may be appointed in the future, as the need is identified.

<u>Name</u>	<u>Title and Affiliation</u>
Valerie Grigg Devis	Senior Region Planner, ODOT Region 2
Chris Bailey	Operations Manager, City of Albany
Josh Wheeler	Public Works Director, Benton County
Chuck Knoll	County Engineer, Linn County
Darrin Lane	City Councilor, City of Millersburg
Gregg Gorthy	City Planner, City of Jefferson
Georgia Edwards	City Administrator, City of Tangent
Laurie Starha	Engineering/Survey Program Manager, Benton County
Jim Stouder	Road Maintenance Manager
Lee K. Lazaro	Special Transportation Coordinator, Benton County
Ron Irish	Transportation Systems Analyst, City of Albany
Mark Volmert	Special Transportation Coordinator, Linn County
Barry Hoffman	Transit Programs Supervisor, City of Albany
 <i>Transit Sub-Group</i>	
Jon Goldman	Transportation Superintendent, City of Albany
Ted Frazier	Paratransit Services Supervisor, City of Albany
Ken Bronson	Manager, Sweet Home Senior Center
Jean Palmateer	Regional Transit Coordinator, ODOT Public Transit Division

Steve Dickey Director of Transportation Development, Salem-Keizer Area
Public Transit

Edna Campau City of Jefferson Resident

Ex-Oficio

Ned Conroy Community Planner, FTA Region 10

Nick Fortey Senior Community Planner, Federal Highway Administration

Mary Camarata Project Manager, Oregon DEQ

Ed Moore S. Willamette Valley and S. Oregon Regional Representative,
Oregon Department of Land Conservation and Development

Bill Holstrom Transportation Planner, DLCD

INTERGOVERNMENTAL AGREEMENT
Between
ALBANY AREA METROPOLITAN PLANNING ORGANIZATION (AAMPO)
And
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG)
For
Designation of OCWCOG as AAMPO's Administrative and Fiscal Agent

This Agreement is made and entered into upon execution by and between the Albany Area Metropolitan Planning Organization, hereinafter known as AAMPO, 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. AAMPO is the entity charged with conducting a continuing, cooperative and comprehensive regional transportation planning process for the Albany Urbanized Area, consistent with federal and state requirements, and has the need for administrative and fiscal services.
- C. AAMPO is comprised of the following member jurisdictions: the City of Albany, the City of Jefferson, the City of Millersburg, the City of Tangent, Benton County, Linn County, and the Oregon Department of Transportation.
- D. 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 AAMPO's administrative and fiscal agent.

SECTION 2. AAMPO RESPONSIBILITIES

- A. Provide direction regarding staffing of AAMPO including engagement in review and evaluation of AAMPO personnel, as requested.
- B. Provide direction regarding representation of AAMPO during the course of all AAMPO business.
- C. Provide policy direction and governance to fulfill its responsibilities including, but not limited to:

- i. Developing and approving the annual Unified Planning Work Program;
 - ii. Developing and approving the Long Range Transportation Plan;
 - iii. Developing and approving a Transportation Improvement Plan and its periodic updates;
 - iv. Developing and approving the submission of periodic reports required of metropolitan planning organizations by state or federal agencies;
 - v. Developing and adopting an annual budget; and
 - vi. 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. Pursuant to the provisions of the Albany Area Metropolitan Planning Organization Intergovernmental Agreement (IGA), OCWCOG and AAMPO acknowledge that each party to the IGA is required to self-insure or maintain general liability insurance in an amount sufficient to contribute for liability for which the party is jointly liable with another party, subject to the limitations of the Oregon Tort Claims Act ORS 30.260 to 30.300 or other Oregon Law.

SECTION 3. OCWCOG RESPONSIBILITIES

- A. To provide AAMPO, consistent with AAMPO's adopted annual Unified Planning Work Program (UPWP) and budget, all necessary support to enable AAMPO to meet its federal and state obligations as the designated MPO for the Albany Urbanized Area.
- B. Received, on behalf of AAMPO, all funds directed to AAMPO unless otherwise specified. In connection with management of those funds, OCWCOG shall:
 - i. 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;
 - ii. Maintain accounting policies, practices and procedures that are consistent with generally accepting accounting principles and in accordance with applicable statutes and regulations;
 - iii. Provide periodic budget reports to the AAMPO Policy Board, as requested;
 - iv. Expend funds in the execution of this Agreement in accordance with AAMPO'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,
 - v. 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 AAMPO 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:

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.

I. Name AAMPO as an additional insured of the Commercial General Liability policy.

SECTION 4. PROVISIONS

- A. Contract Period: This agreement shall be effective upon signing by both parties and shall terminate on June 30, 2020, 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 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 AAMPO.

- 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 AAMPO 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 AAMPO will indemnify OCWCOG against all claims arising out of or related to negligent acts or omissions of AAMPO in connection or associated with the performance of this agreement. This agreement is entered into with the specific understanding that the parties of the MPO 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.
- 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 AAMPO 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

Roger Nyquist
AAMPO Chair

Date: _____

Date: _____