

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

**May 27, 2015
2:30 – 4:30 pm**

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

- I. Call to Order and Introductions** Roger Nyquist, Chair
- II. Agenda Review** Roger Nyquist
- III. Public Comment** Roger Nyquist
- IV. Minutes of March 25th and May 5th Meetings** (Attachments A and B) Roger Nyquist
Action Requested: Approval of March and May 2015 Meeting Minutes
- V. Oregon Transportation Safety Action Plan** Nancy Murphy, Walter McAllister
Discussion Item
- VI. AAMPO Staffing Contact Renewal** (Attachments C and D) Roger Nyquist, Staff
Discussion Item

The ODOT Transportation Safety Division and Transportation Development Division are working together to update the Oregon Transportation Safety Action Plan. The Plan is one of several statewide transportation mode and topic plans that further define and implement the Oregon Transportation Plan's (OTP) goals, policies, strategies, and key initiatives. Walter McAllister, Safe Communities and Public Information Program Manager, and Nancy Murphy, Agency Project Manager, will discuss the planning effort and accept input from the Board. Project information is available here: <http://www.oregon.gov/ODOT/TD/TP/Pages/tsap.aspx>

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. Staffing currently consists of one full time Planner II and support from an Executive Administrative Assistant and a Planner I. At the direction of the Chair, staff prepared a draft intergovernmental agreement for continuance of the current staffing contract. Staff will review the draft and request input in preparation of a final draft for consideration at the June meeting. The current contract and draft contract are included as Attachments C and D, respectively.

VII. Transportation Improvement Program (TIP)

Theresa Conley

Discussion Item

AAMPO is required to have a Transportation Improvement Program (TIP) adopted by March 2016, four years after the MPO area was identified. The TIP is a four-year program of federally-funded projects to be implemented within the MPO area. Staff will discuss a proposed timeline for development of the TIP, and discuss how it will be developed in concert with the Regional Plan.

VIII. Oregon MPO Consortium Update

Theresa Conley

Discussion Item

The Oregon Metropolitan Planning Organization Consortium (OMPOC) was formed in 2005 and is comprised of the state's eight MPOs. OMPOC is a forum for MPOs to work together on matters of mutual interest and statewide significance. Staff will review current and upcoming work of OMPOC, including the upcoming hiring of an OMPOC coordinator with MPO PL planning funds.

IX. Adjourn

Roger Nyquist

Upcoming meetings:

- AAMPO Policy Board - June 22, 2015
- OMPOC – July 24, 2015

March 25, 2015
AAMPO Policy Board Minutes

Attendees

Gary Powell, City of Tangent
Georgia Edwards, City of Tangent
Amy Ramsdell, ODOT
Georgia Edwards, City of Tangent
Mark Volmert, OCWCOG
Theresa Conley, OCWCOG
Cheryl Carlton, OCWCOG
Josh Wheeler, Benton County
Barry Hoffman, City of Albany
Annabelle Jaramillo, Benton County
Roger Nyquist, Linn County
Darrin Lane, City of Millersburg
Valerie Grigg Devis, ODOT
Dave Beyerl, City of Jefferson
Molly Cary, ODOT
Bob Cortright, Department of Land Conservation and Development
Cody Meyer, Department of Land Conservation and Development
Lee Lazaro City of Corvallis
Tim Bates, City of Corvallis
Lisa Scherf, City of Corvallis
Chris Bailey, City of Albany
Jim Lawrence, Member of the public from Benton County

I. **Call to Order and Agenda Review**

Meeting called to order at 2:35 by Roger Nyquist

II. **Public Comment**

No public comments

III. **Minutes from February 24th Meeting**

Approved by consensus

IV. **Greenhouse Gas Target Rule Review**

Theresa introduced Bob Cortright and Cody Meyer of the Department of Land Conservation and Development to speak on the GHG Target Rule Review, including what the review could mean for the Albany area MPO. The targets are part of statewide effort to reduce the

greenhouse gases through scenario planning. Scenario planning was only mandated for the Portland MPO (Metro), and the Central Lane MPO to a lesser extent. For small MPOs, scenario planning is an option and the targets are advisory. In May, the Land Conservation and Development Commission will review the GHG Rule and consider whether the data shows the targets should be amended, or if the targets should be updated including establishing targets for the two new MPOs.

Bob described that new information shows that we should be updating the targets for the 2024 planning period. This includes advancements in fleet, fuels and technology. Electric, battery, electric vehicles are coming on line much more quickly with prices dropping. DLCD estimated 8% of new cars in 2035 will be electric, it's more like 24 % as it reduces emissions. Fleet turnover used to be 8 years on average, but now it is closer to 11 years because cars are lasting longer.

Bob explained that in terms of impact of this effort to Albany, there is not a big consequence but there are advantages to strategic planning for a long range transportation plan. We need to deal and understand greenhouse gases. Roger Nyquist said he is concerned the level of planning to what you do ultimately increases cost to consumer. He is not opposed to clean air but the cost and adding layers to the process. Bob said he would be happy to come back to speak further with a presentation on evaluate existing plans on greenhouse gas emissions, cost to households per transportation, and a range of information that would be helpful.

Walt Perry asked if this is a target on private or commercial use or agriculture use? The targets deal with light vehicle (gross vehicle weight under 10,000) travel in metropolitan areas, such as personal automobiles, light trucks, sport utility vehicles and small fraction of commercial vehicles. Dave Beyerl with City of Jefferson was concerned about cost, and with past history of unfunded mandates. He is concerned about the layers of regulation and cost money to do the process. Bob said he has other agencies to work with on an advisory level but understands the concerns. Darrin with Linn County talked about economic growth and having a baseline for this process. Emissions from traveling through the area would be captured in this effort.

V. **I-5 Environmental Assessment Update**

Amy Ramsdell, Corrine Atkinson, Molly Cary discussed the I-5 Environmental Assessment occurring in the Albany and Millersburg area. The purpose of project was to increase safety and reduce congestion in the area. Over the last several years ODOT has been reviewing alternatives, including adding additional lanes to I-5 and relocating interchanges in Millersburg area. FHWA has indicated there would be additional years' worth of work to complete the EA, at a cost of \$1 million per year.

Because of this, ODOT made the decision to tie up work on the EA and begin looking at fundable projects such as the Knox Butte interchange. ODOT would like to have these as

stand-alone projects instead of spending millions of dollars with funding they don't have. These project might also be eligible for Categorical Exclusions, and not require a full Environmental Assessment. At this time, there are not enough funds to construct the project in its entirety.

Further, NEPA guidance states that the EA document would have to be valid for only 3 years without work occurring, so you would have to come back again on items you have not completed on what impacts there may be. With stand-alone projects, this process would be avoided somewhat. Roger Nyquist stated that we cannot afford any of this; the environmental document in the 80's could be reevaluated. That was his understanding. FHWA requires the EA to be reevaluated, Amy Ramsdell said, but the information is not lost. They did this in Tillamook. We have agreed upon alternatives in case money shows up.

ODOT will complete public outreach and hold stake holder meetings. AAMPO requested information in writing regarding feedback from FHWA. Amy stated that ODOT did ask for confirmation in writing, but has not received any. ODOT will do the best they can to ensure that the process goes smoothly and they preserve the conversation they had in the past.

VI. **FY 15-16 Albany Transit 5307 Projects**

Barry Hoffman with City of Albany said the attachment C was self explanatory but looking for board approval to place in STP document. They can then apply for the grant for Urban Funds. CAMPO – Fed Govt authorize 8% of funding, CAMPO said we only give 8/12ths at the beginning of the year. He will have to do two grant applications because of the funding. This will go before them in early April Theresa said. The Albany transit system and the loop is fully operational, and no cut backs will occur. If the rest of the money does come through and CAMPO doesn't give 4/12ths later, there could be an issue. The memo would be amended with regards to the numbers.

Action: The Committee agreed approving the change in numbers by consensus.

VII. **FY2015-16 Work Program**

Theresa asked the Board for preliminary approval of the draft FY15-16 Work Program. COG financial staff requested to meet with her earlier that day and had requests for additional changes to the work program and budget format. The draft work program included in the packet shows a decrease in PL funding of approximately \$23,000 per year; however ODOT Region 2 will provide support for MPO staff time spent on the Regional Transportation Plan, so for the short-term the bottom line has not changed drastically. While the FY15-16 budget shows a negative balance, carryover from previous years will create a balance of \$84,000.

Action: The Committee gave contingent approval based on email review of the document

VIII. **Statewide MPO Funding**

Theresa shared that, as a result of the yearlong PL Funding discussions, AAMPO can anticipate a decrease of \$23,000 of funding per year. Staff from each MPO were asked to prepare a letter for the OTC regarding the process and outcome. Theresa indicated in her letter that it is important to keep MPOs whole so that they can meet basic federal requirements. She forwarded the memo for initial review to some of these members who were here at the beginning of the process. Staff will attend the April 16th OTC meeting to be held in Salem. The Committee supported Theresa attending the meeting and to keep the Committee informed. Theresa would be the right person to go as she is more informed and to ask the right questions.

IX. **Information Sharing**

Jefferson- Marion County has not started their project yet.

Benton County- Josh said they are working in coordination with the City of Albany on a North Albany project, Crocker lane has had some challenges. They are coming up with solutions to make the project a reality. North Albany bike path is moving forward.

Linn County- Moving along with scoping for the TSP and looking forward to getting this done. Old Salem Road federal bridge project that will create bridge load. Now Millersburg has approval if they want to borrow money, they have to get public approval per vote now. The Area Commissions on Transportation met on Monday to talk about 2019-2021 STIP, and there may be in our area, \$15 million to spend. Project priorities were around public safety issue first, and then those that deliver most value to taxpayer. There was discussion around small towns and some support to complete say, a sidewalk that ends due to the cost of constructing curb, gutter, etc. to urban standards within the city. There was discussion of the SuperACT convening regarding STIP funding. In addition, Mark Volmert stated that bundling projects and leveraging funds could be an effective strategy.

Amy Ramsdell stated that ODOT expects the cable median barrier project to be completed at the end of April instead of April 1st. The contractor will be assessed \$1100 per calendar day until the work is completed. When done, there will be 35 miles of cable. The cable in place already assisted with two crossover vehicles in the Eugene area.

Theresa requested to provide an update regarding Benton County 5310 funding. Theresa provided copies of a letter from AAMPO Chair Roger Nyquist regarding AAMPO's support for 5310 funding for the Albany area.

Josh Wheeler with Benton County spoke and handed out a summary of Benton Special Transportation Advisory Committee recommendations last week. The general concern about North Albany Senior Center call a ride service need. All the services goes between the two communities, but past history, Benton County and Linn County funding have supported

each other as the services are used for each area. This is not a new expense, just an increase of this expense. The service was originally provided by a grant program but had expired. The Linn County, Benton County STIF funds has allowed this service to continue. The Mennonite Village clients are coming from Albany and going to Corvallis to Grace Center Memory Care adult day care center. The Mennonite village also has their own shuttle, but uses it for group events. They ask Benton County for more private basis, not an event. This is a demand response loop system Benton County said. The advantage on demand response, they seniors can expect them to be there. This is currently only 2-3 days a week service.

Mark Volmert provided an update on this funding as well in the recording. Linn County this year with be \$84,00 for biennium.

X. **Adjourn**

The meeting was adjourned at 4:01 p.m.

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

**Special Phone Meeting
Tuesday, May 5th, 2015
2:30 – 3:00 pm**

Oregon Cascades West Council of Governments
Interview Room 4 / 1400 Queen Ave. SE, Albany

Policy Board Members Attending: Darrin Lane, Dave Beyerl, Floyd Collins, Annabelle Jaramillo, Roger Nyquist,
Alternates Attending: Georgia Edwards
Guests Attending: Zoe Kellett, Chris Bailey
Staff Attending: Theresa Conley

TOPIC	DISCUSSION	DECISION / CONCLUSION
I. Meeting called to order at 2:30 pm	The Chair called the meeting to order at 2:30pm, with the Chair requesting that staff review the agenda. Staff requested the addition of a discussion item regarding MPO reimbursement for TAC members to attend and MPO-related training.	Addition of agenda item to discuss training reimbursement
II. Public Comment		There were no comments from the public
III. AAMPO Interim TIP Amendment	At the request of the Chair, staff briefly reviewed the proposed amendment as outlined in the agenda. The amendment would fund for a large urban transit bus for Albany Transit. This project must be included in the TIP in order for ODOT to move forward with an application to the Federal Transit Administration (FTA) for these funds as part of a larger statewide	Consensus to amend the AAMPO Interim TIP as proposed.

Final Minutes

	application. The total cost of the bus is \$420,000, with \$348,600 in FTA 5339 funds and \$71,400 of local match from the City of Albany. Board members expressed no concerns regarding the amendment and approved it.	
IV. Reimbursement for Training	Staff discussed that the AAMPO TAC had recommended that the MPO reimburse up to three TAC members to attend an MPO-related training in Seattle in June. Proposed costs were outlined and Board members discussed using government per diem rates for Seattle. Board members expressed support for reimbursing two TAC members for lodging, travel and per diem, not to exceed posted government rates, with the understanding that the training itself is free for government employees.	
IX. Adjourn	Meeting adjourned at 2:40	

INTERGOVERNMENTAL AGREEMENT
 Between
Albany Area Metropolitan Planning Organization
 And
Oregon Cascades West Council of Governments

This Agreement is made and entered into under the authority of ORS 190.010 by and between the Albany Area Metropolitan Planning Organization (herein AAMPO) and Oregon Cascades West Council of Governments (herein OCWCOG), Oregon 190.010 intergovernmental agencies.

I. Purpose

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. It is the purpose of this Agreement to designate OCWCOG as AAMPO's administrative and fiscal agent.

II. Term of Agreement

This Agreement shall begin on July 1, 2013 and shall expire on June 30, 2015.

III. Independent Contractor

In performing the obligations of the agreement the OCWCOG is an independent contractor. All persons, if any, hired by the OCWCOG shall be employees or subcontractors of the OCWCOG and shall not be construed as employees or agents of the AAMPO in any respect. The OCWCOG remains responsible for the quality and timeliness of performance under this agreement notwithstanding any delegation.

IV. Responsibilities of OCWCOG

A. Provide to AAMPO, consistent with AAMPO's adopted annual budget, all necessary support to enable AAMPO to meet its federal and state obligations and responsibilities as a Metropolitan Planning Organization and develop and implement the UPWP.

B. Receive, on behalf of AAMPO, all funds. In connection with the management of those funds, OCWCOG shall:

1. Maintain separate accounts or segregated funds for all revenues and maintain discrete accounting records for expenditures, revenues and cash balances as required by the State and/or federal agencies;
2. Maintain accounting policies, practices and procedures that are consistent with generally accepted accounting principles and in accordance with applicable statutes and regulations; and
3. Provide periodic budget reports to the AAMPO Policy Board, as requested; and
4. Expend funds in the execution of this Agreement per AAMPO's adopted annual budget. This budget shall include compensation for services performed by OCWCOG as approved in the adopted Unified Planning Work Program (UPWP).
5. **OCWCOG will bill ODOT quarterly and comply with the State and Federal standards of billing for actual expenditures, including the computed actual hourly pay of the staff assigned to AAMPO.**

6. Compensation estimates for services are included in Exhibit A to the IGA. The estimated hourly rates for the staff assigned to the MPO are based on the approved AAMPO Expense Budget as part of this agreement, not on the actual that will be billed to ODOT. The estimated hourly rates in Exhibit A are based on the Personnel, Fiscal & Admin Support, Rent, and Tech Support, Travel, Training and Telephone expense line items. Personnel line item is based on OCWCOG salary ranges for the positions assigned to the MPO, benefits, and other assumptions.

C. Make payment promptly, as due, to all persons supplying to OCWCOG or AAMPO 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 liability insurance and property damage insurance covering the contracted activities. Said insurance shall, at a minimum, provide for:

1. Coverage at the Oregon Tort Claims Act limits;
2. \$50,000 to any claimant for any number of claims for damage to or destruction of property including consequential damages, arising out of a single accident or occurrence;
3. \$100,000 to any claimant as general and special damages for all other claims arising out of a single accident or occurrence, unless those damages exceed \$100,000, in which case the claimant may recover additional special damages, but in no event shall the total award of special damages exceed \$100,000;
4. \$500,000 for any number of claims arising out of a single accident or occurrence.

I. Secure at its own expense legal counsel regarding any legal issues or legal proceedings taken against OCWCOG or any of its employees relating to their activities pursuant to the performance of this Agreement.

V. Responsibilities of AAMPO

A. Provide policy direction and governance to fulfill its responsibilities including, not limited to:

1. Developing and approving the annual Unified Planning Work Program;
2. Developing and approving the Long Range Transportation Plan;
3. Developing and approving a Transportation Improvement Plan and its periodic updates;
4. Developing and approving the submission of periodic reports required of metropolitan planning organizations by state or federal agencies;
5. Developing and adopting an annual budget; and
6. Entering into contracts for professional services necessary to carry out its responsibilities.

- A. 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.
- B. Expenditures to fulfill AAMPO's responsibilities shall not exceed \$186,070, the budgeted amount in the interim Unified Planning Work Program.**

VI. Assignability

This Agreement is for the exclusive benefit of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of the other party. Notwithstanding, OCWCOG may subcontract work to other parties in order to fulfill the responsibilities under Section III, provided that the subcontractor is approved by AAMPO.

VII. 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.

VIII. Termination or Modification

- A. This Agreement may be terminated or modified by written mutual consent of the parties that specifies the termination date.
- B. This Agreement may be terminated for cause in whole or in part by either party. Such termination will require thirty (30) days written notice to the other party.
- C. If this Agreement is terminated prior to the end of the agreement period, OCWCOG shall be reimbursed for services provided and expenses incurred up to and including the termination date.
- D. This Agreement shall otherwise terminate on June 30, 2015 unless extended by written mutual consent of all parties.
- E. 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.

IX. Dispute Resolution

Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between OCWCOG and AAMPO 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.

X. Workers Compensation

OCWCOG is subject to the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers.

XI. Indemnity

To the extent possible under the limits of the Oregon Tort Claims Act, OCWCOG and AAMPO shall hold each other harmless, indemnify and defend each others' officers, agents, and employees from any and all liability, actions, claims, losses, damages, or other costs that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this Agreement, except liability arising from the sole negligence of either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers compensation laws. If any aspect of this indemnification shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

XII. Amendments

No amendment to this agreement shall be effective unless made in writing and signed by all parties. There are no understandings, agreements, or representations, oral or written, regarding this agreement except as specified or referenced herein.

XIII. 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.

XIV. 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.

XV. Entire Agreement

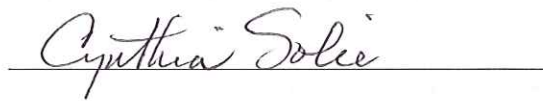
This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

XVI. Execution

Signed this 16th day of July, 2013.



Floyd Collins, Chair
for Albany Area Metropolitan
Planning Organization



Cynthia Solie, Executive Director,
for Oregon Cascades West Council
of Governments

Personnel			\$ 103,294
Fiscal & Admin Support			\$ 14,820
Rent			\$ 4,790
Tech Support			\$ 3,317
Travel			\$ 3,000
Training			\$ 2,000
Telephone			\$ 1,000
Copy & Printing			\$ 2,500
Office Supplies			\$ 2,000
Advertising			\$ 1,500
Bank Charges			
Memberships			\$ 900
Postage			\$ 125
Contracts/Contingency			\$ 46,824
TOTAL			\$ 186,070

Jul-13

OCWCOG Staff	Estimated Hrly	% FTE
Planner	\$ 60.80	0.80
CED Director	\$ 70.92	0.15
Admin Assistant	\$ 42.81	0.10

Estimated hourly pay based on Personnel and related expenses in Expense Budget
 Quarterly ODOT billing will reflect hourly actuals and actual indirects

Draft

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 RESPONSIBILTY

- 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. AAMPO member jurisdictions shall 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 RESPONSIBILTY

- 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 may be 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 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.
- 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
Linn County Board of Commissioners
300 SW 4th Ave
Albany, OR 97321

Date: _____

Date: _____