

**INTERGOVERNMENTAL AGREEMENT  
ODOT/MPO/Transit Operator Agreement  
Central Lane Metropolitan Planning Organization  
Lane Transit District**

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 Central Lane Metropolitan Planning Organization, acting by and through the Lane Council of Governments, hereinafter referred to as “LCOG”, and the Lane Transit District, acting by and through its Board of Directors, hereinafter referred to as “LTD”, collectively referred to as “Parties.”

**RECITALS**

1. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local governments 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 federal regulation (23 CFR 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 metropolitan planning area.

**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. This is an Intergovernmental Agreement between the Oregon Department of Transportation (ODOT), the Lane Council of Governments (LCOG), and the Lane Transit District (LTD) required by 23 CFR 450.314. LCOG is the designated MPO for the area and LTD is the public transportation operator for the area.
2. LCOG was designated in 1973 by the Governor of Oregon as the Metropolitan Planning Organization for the greater Eugene-Springfield urbanized area. With this designation came the responsibility for conducting the continuing, comprehensive and cooperative transportation planning process in the Central Lane metropolitan area. Acting as the MPO, the LCOG Board has delegated all MPO policy responsibilities to the Metropolitan Policy Committee. The Metropolitan Policy Committee (MPC) is comprised of two elected officials each from Lane County, Eugene and Springfield, two appointed board members from Lane Transit District, one elected official from Coburg, one designated official from the Oregon Department of Transportation (ODOT) and as

ex-officio members, the chief administrative officers of Lane County, Eugene, Springfield, Coburg, and Lane Transit District, and the Region 2 Manager for the Oregon Department of Transportation. MPC adopts the Transportation Improvement Program, the long-range Regional Transportation Plan, the Unified Planning Work Program, and the Public Participation Plan, and provides policy guidance related to the conduct of the transportation planning process, the annual review process and other transportation issues.

There also exists a “Memorandum of Understanding concerning Agency Responsibilities for Transportation-related Air Quality Planning in the Central Lane Transportation Management Area.” That Memorandum of Understanding (MOU) was executed in April, 2007 by the Lane Council of Governments, the Lane Regional Air Protection Agency, the Lane Transit District, the Oregon Department of Transportation, the cities of Eugene, Springfield and Coburg, and Lane County. The MOU remains in effect and is not modified in any way by this Intergovernmental Agreement.

### **ODOT OBLIGATIONS**

1. ODOT will engage the other parties to this agreement in its planning activities as set forth in each planning project-level agreement. Where ODOT is the lead agency for a product, it will be responsible for pursuing communication with the other agencies 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, it will participate in the development of the planning product as specified in the 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 the Region 2, Area 5 Senior Planner, 644 A Street, Springfield, OR 97477; telephone (541) 744-8080.

### **LCOG OBLIGATIONS**

1. LCOG will engage the other parties to this agreement in its MPO planning activities as set forth in each planning project-level agreement. Where LCOG is the lead agency for a product, it will be responsible for pursuing communication with the other agencies 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 LCOG is a party of interest to a planning project, it will participate in the development of the planning product as specified in the master agreement. LCOG 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. LCOG's Project Manager for this Agreement is the MPO Program Manager, or designee, Lane Council of Governments, 99 East Broadway Suite 400, Eugene, Oregon 97401; telephone (541) 682-4283.

## **LTD OBLIGATIONS**

1. LTD will engage the other parties to this agreement in its planning activities as set forth in each planning project-level agreement. Where LTD is the lead agency for a product, it will be responsible for pursuing communication with the other agencies 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 LTD is a party of interest to a planning project, it will participate in the development of the planning product as specified in the master agreement. LTD 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. LTD's Project Manager for this Agreement is the Director of Planning and Development, or designee, Lane Transit District, 3500 East 17<sup>th</sup> Avenue, Eugene, Oregon 97401; telephone (541) 682-6203.

## **GENERAL PROVISIONS**

1. This master 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. This master agreement is a broad-level agreement that obligates the parties to agree upon, write down, and distribute their responses to at least nine basic items that describe roles and responsibilities, and procedures for communication each time the parties commence a new planning project. The definitions specified in this master agreement will also apply to each project-level agreement.

2. These terms will be utilized in intergovernmental agreements and subsequent formal or informal specific planning project-level agreements according to these definitions. These definitions are agreed upon by ODOT, LCOG, and LTD and they may differ from those listed for these terms in the federal regulations.

**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.

**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. The agreement should specify procedures to follow for regular communication. This

communication should be timely, and ahead of decisions. Those receiving comments are not bound by the opinions or information received.

**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.

**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.

**Responsible:** Answerable or accountable, as for something within one's power, control, or management. There can be multiple levels or roles in responsibility. The agreement should specify which agency has what level of responsibility for key tasks or major activities in development of different planning projects.

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

**Owner:** The agency that keeps and maintains the final product.

**Lead Agency:** Agency responsible for making sure the planning project is completed and communication protocols are followed.

**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.

**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.

**Planning Project:** A planning activity that leads to a planning product. Planning products that may be developed under the master agreement may include plans,

programs, tools, and administrative products such as those listed below. The products listed below are examples of products that are covered by this master agreement, but this list is not intended to be exhaustive:

#### Plans

- Oregon Transportation Plan & Component Plans including Safety Plans
- Regional Transportation Plan
- Transportation System Plan
- Area/Concept Plans
- Facility Plans (including Corridor Plans, Interchange Area Management Plans, Access Management Plans, etc.)
- Multimodal Mobility Corridor Plans
- Transit Plans
- Coordinated Human Services-Transit Plans
- Air Quality Improvement Plan

#### Programs

- Statewide Transportation Improvement Program
- Metropolitan Transportation Improvement Program

#### Tools

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

#### Administrative Products

- Air Quality Conformity
- Unified Planning Work Program
- 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

3. LCOG is specifically charged with the development of the Regional Transportation Plan, Metropolitan Transportation Improvement Program, and Unified Planning Work Program (UPWP). As such, LCOG will be the Product Owner and the Lead Agency for these products and other related products, such as the Air Quality Conformity Determination and most of the “Tools” and “Administrative Products” listed in General Provisions Paragraph 2, above. ODOT and LTD will provide information necessary for these products. All parties will Cooperate/Collaborate (as defined above) in these processes. Formal communication will take place at the regular meetings of the MPO’s Transportation Planning Committee (TPC) and its subcommittees, and the

MPO's Policy Committee (MPC), 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 this Agreement and the Bylaws of the MPO's committees. This will be the default process used for all planning projects, unless another process is identified. Principal roles for the parties to this agreement for Plans and Programs identified in General Provisions Paragraph 2 are described in the following table.

Plan/Program	Principal Role		
	ODOT	LCOG	LTD
Oregon Transportation Plan and Modal Plans	Product Owner Lead Agency	Consult	Consult
Regional Transportation Plan	Coordinate	Product Owner Lead Agency	Coordinate
Transportation System Plan(s)	Cooperate/Collaborate	Cooperate/Collaborate	Cooperate/Collaborate
Area/Concept Plans <sup>1</sup>	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate	Product Owner Lead Agency Cooperate/Collaborate
Facility Plans <sup>2</sup>	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Multi-modal Corridor Mobility Plans	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate
Transit Plans	Coordinate	Cooperate/Collaborate	Product Owner Lead Agency
Coordinated Human Services – Transit Plans	Coordinate	Cooperate/Collaborate	Product Owner Lead Agency
Statewide Transportation Improvement Program (STIP)	Product Owner Lead Agency	Cooperate/Collaborate	Cooperate/Collaborate
Metropolitan Transportation Improvement Program (MTIP)	Cooperate/Collaborate	Product Owner Lead Agency	Cooperate/Collaborate

4. Each time a new transportation planning project commences that does not fit within a description immediately above, the roles, responsibilities, and expectations of each party to the agreement will be written down and distributed to each participant in the project. The parties to the agreement will specify at least the following items; 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

<sup>1</sup> Plans, other than facility plans, prepared by any of the parties

<sup>2</sup> 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.

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 LTD. However, any of the parties may request that the roles and responsibilities of any “Planning Project” be clarified and redefined. LCOG may develop a form to facilitate the identification of responsibilities.

5. The questions that follow are examples of items to consider when answering the nine basic items in General Provisions Paragraph 4, above. Not all of them may apply to a specific project, nor is this list intended to be exhaustive of all items that may need to be specified. Parties should use these considerations as a starting point to answer the nine basic items above and to evaluate what further items may need to be set forth in project-level agreements.

#### Project parties

- What agencies will participate in the project?
- Which agency will own the product? (See Definitions – General Provisions, Paragraph 2)
- Which is the lead agency? (See Definitions – General Provisions, Paragraph 2)
- 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 – General Provisions, Paragraph 2)
- Who are the contact people?
- When are the different parties involved?

#### Communication

- What levels of communication are appropriate for the planning project? (See Definitions - General Provisions, Paragraph 2)
- What procedures for communication are appropriate for the level of interaction needed? (See Definitions - General Provisions, Paragraph 2)
- Who from each agency needs to be informed?
- Who is responsible for implementing communication protocols?
- How will communication occur with the MPC, TPC, or other advisory committees?
- Who is responsible for coordinating communication with the public?
- Who is responsible for coordinating and joint communications with other agencies?

#### 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?

**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?

**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?

**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?

**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?

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the day and year hereinafter written.

<p>CENTRAL LANE METROPOLITAN PLANNING ORGANIZATION, by and through the Lane Council of Governments</p> <p>By _____ Executive Director</p> <p>Date _____</p>	<p>STATE OF OREGON, by and through its Department of Transportation</p> <p>By _____ Director</p> <p>Date _____</p>
<p><b>APPROVAL RECOMMENDED</b></p> <p>By _____ Chair, MPO Policy Committee</p> <p>Date _____</p>	<p><b>APPROVAL RECOMMENDED</b></p> <p>By _____ Transportation Development Division Administrator</p> <p>Date _____</p>
<p>LANE TRANSIT DISTRICT, by and through its Board of Directors</p> <p>By _____ President</p> <p>Date _____</p>	<p>By _____ Region 2 Manager</p> <p>Date _____</p>
<p>Agency Contacts</p> <p>Byron Vanderpool Director, Interim MPO Program Manager Lane Council of Governments 99 East Broadway, Suite 400 Eugene, OR 97401</p> <p>Tom Schwetz Director of Planning and Development Lane Transit District 3500 East 17th Avenue Eugene, OR 97401</p>	<p>By _____ Public Transit Division Administrator</p> <p>Date _____</p> <p><b>APPROVED AS TO LEGAL SUFFICIENCY</b></p> <p>By _____ Assistant Attorney General</p> <p>Date _____</p>