

INTERGOVERNMENTAL/INTERAGENCY AGREEMENT

THIS AGREEMENT is made and entered into by and between **THE BEND METROPOLITAN PLANNING ORGANIZATION**, acting by and through its Policy Board, hereinafter referred to as "**BMPO**"; and **THE CITY OF BEND**, acting by and through its City Council, hereinafter referred to as "City".

RECITALS

1. By the authority granted in ORS 190.110 and 283.110, units of local government and state agencies may enter into agreements with other units of local government or other state agencies 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. The Bend Metropolitan Planning Organization (BMPO) was established by the Governor on December 18, 2002. The purpose of this agreement is to designate the City of Bend as the administrative and fiscal agent for BMPO from July 1, 2005 to June 30, 2007.

NOW THEREFORE, the premise being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

City Obligations:

1. City agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation and to the extent applicable, the provisions of ORS 279A; 279B and 279C which hereby are incorporated by reference. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
2. City shall perform the service under this agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this agreement including, but not limited to, levels of compensation, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings. City shall advise BMPO regarding engagement of staff to execute City's obligations under this agreement including compensation, hiring, discipline and termination decisions.

3. City shall ensure that each of its subcontractors complies with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126.
4. City shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from BMPO.
5. City shall present invoices for 100 percent of actual costs incurred by City on behalf of the BMPO for review and approval. Such invoices shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred.
6. City shall perform the work described in the annual BMPO Unified Planning Work Program (UPWP).
7. City shall perform all administration and fiscal accounting obligations for BMPO including an annual audit of BMPO expenditures.

BMPO Obligations:

1. In consideration for the services performed, BMPO agrees to obligate all of the funds received from the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and Oregon Department of Transportation (ODOT) to City for the duration of the contract. These funds will be paid to the City based on actual work performed. These funds shall not exceed the annual funding to the BMPO.
2. BMPO agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation and to the extent applicable, the provisions of ORS 279A; 279B and 279C, which hereby are incorporated by reference. Without limiting the generality of the foregoing, BMPO expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
3. Provide policy direction regarding BMPO's statutory responsibilities

General Provisions:

1. This agreement may be terminated by mutual consent of both parties. Any termination of this agreement shall not prejudice any rights or obligations

accrued to the parties prior to termination. Upon such termination, BMPO shall reimburse City for all services and expenses incurred up to and including the date of termination.


2. The BMPO or City may terminate this agreement with 60 days written notice to all parties. Upon such termination, BMPO shall reimburse City for all services and expenses incurred up to and including the date of termination.
3. City acknowledges and agrees that BMPO, Deschutes County, ODOT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by BMPO.
4. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of BMPO to enforce any provision of this agreement shall not constitute a waiver by BMPO of that or any other provision.
5. This agreement is for the exclusive benefit of parties hereto. This agreement shall not be assigned, transferred or pledged by either party without the prior written consent of the other party. Notwithstanding, the City may subcontract work to other parties in order to fulfill the responsibilities in this agreement, provided that the subcontractor is approved by the BMPO.
6. This agreement will automatically renew for 2 years on June 30, 2007, unless revisions are requested by either party to this agreement.
7. Unless otherwise provided in this agreement, initial efforts to resolve all claims, counterclaims, disputes and other matters in question between BMPO and the City arising out of or relating to this agreement shall be first addressed through a joint meeting of the governing bodies of both parties. If the claim or dispute cannot be resolved through a joint meeting, the matter will be submitted to mediation. If mediation fails to resolve the issue(s), the dispute may be resolved by any legal means available to the parties.
8. Indemnification. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall defend and

indemnify the other party for, from and against any and all claims, actions, proceedings, damages, liabilities and expenses of every kind, whether known or unknown, resulting from or arising out of the negligent or wrongful acts of the other party committing the negligent or wrongful act(s) or for breach of this agreement."

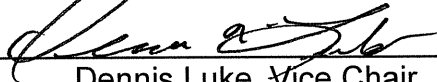
9. If any provisions of this agreement are held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

BMPO, by and through its MPO Policy Board Members

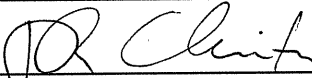
Date: 1/6/06

By: 
Bill Friedman, Chair

Date: 1-19-06


Dennis Luke, Vice Chair

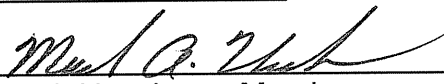
Date: 1-6-06

By: 
Jim Clinton, Member

Date: 1-6-06


R. David Malkin, Member

Date: 1-19-06

By: 
Mark Usselman, Member

The City of Bend, by and through its City Council

Date: 1/6/06

By: 
Bill Friedman, Mayor

SCOPE OF WORK

RESPONSIBILITIES:

Provide staff support to the Bend Metropolitan Planning Organization, the Policy Board and any other committees or subcommittees as required for coordination, drafting and completion of all plans and tasks identified in this agreement from the date this agreement is signed through June 30, 2007.

Prepare meeting agendas; arrange logistics for meetings including other committees or subcommittees; provide all tasks in association with public notices; arrange for minutes to be taken.

Meet all MPO requirements as set out by State and Federal agencies.

Maintain segregated funds for all revenue and records for expenditures; ensure the completion of an annual audit.

Financial management; maintaining financial records, establishing budgets, working with Budget Committee.

Attend all Policy Board Meetings and other meetings as required.

Foster the coordination and cooperation of member agencies to ensure the integration and optimum efficiency of the metropolitan and regional transportation programs.

Develop, implement and manage a Public Participation Program and foster an excellent working relationship with the public.

Establish and maintain BMPO website.

Meet all the requirements of the Oregon Transportation Rule (Goal 12).

DELIVERABLES:

Administrative Support

Financial Support

Develop and maintain Public Participation Program

Administer MPO Committees

Develop Annual Budget

Develop annual Unified Planning Work Program

Develop and maintain Regional Transportation Plan

Develop and maintain Transportation Improvement Program

Develop and maintain Transportation System Model

Develop and maintain BMPO Website

ADDENDUM TO
INTERGOVERNMENTAL / INTERAGENCY AGREEMENT

THIS ADDENDUM is made and entered into by and between **THE BEND METROPOLITAN PLANNING ORGANIZATION**, acting by and through its Policy Board, hereinafter referred to as "BMPO", and the **CITY OF BEND**, acting by and through the City Council, hereinafter referred to as "City".

RECITALS


1. The parties entered into an Intergovernmental / Interagency Agreement (Agreement) effective July 1, 2005 through June 30, 2007. Pursuant to Paragraph 6 of the General Provisions, that Agreement automatically renewed for two years effective on July 1, 2007.
2. The parties wish to extend the Agreement for an additional two year term.


NOW THEREFORE, the parties agree as follows:

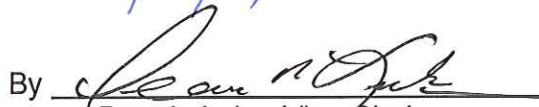
TERMS OF AGREEMENT

1. The Agreement will renew for a two year term effective July 1, 2009 through June 30, 2011.
2. All other provisions of the Agreement with the exception of Paragraph 6 of the General Provisions shall remain in full force and effect.
3. The parties ratify any and all actions taken prior to the signing of the Addendum after its effective date.

BMPO, by and through its MPO Policy Board Members

Date: 12/17/09
By: 
Mark Capell, Chair

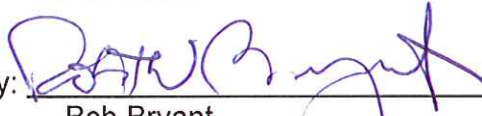
Date: 12/17/09
By: 
Tom Greene

Date: 12/17/09
By: 
Dennis Luke, Vice-Chair

Date: 12/17/09
By: 
Jeff Eager

Signatures continue on following page:

Date: 12-17-09

By: 
Bob Bryant

The City of Bend, by and through its City Council

Date: 2/3/10

By: 
Kathie Eckman, Mayor

INTERGOVERNMENTAL/INTERAGENCY AGREEMENT

This Agreement is between The Bend Metropolitan Planning Organization ("BMPO") and the City of Bend ("City").

RECITALS

1. Under ORS 190.110 and 283.110, units of local government and state agencies may enter into agreements with other units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement has the authority to perform.
2. BMPO was established by the Governor on December 18, 2002. The purpose of this agreement is to designate the City as the administrative and fiscal agent for BMPO.

TERMS OF AGREEMENT

City Obligations:

1. City agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation and to the extent applicable, the provisions of ORS 279A; 279B and 279C. City expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
2. City shall perform the tasks listed in the Scope of Work attached to this agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this agreement including, but not limited to, levels of compensation, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings. City shall advise BMPO regarding engagement of staff to execute City's obligations under this agreement including compensation, hiring, discipline and termination decisions.
3. City shall ensure that each of its subcontractors complies with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126.
4. City shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from BMPO.
5. City shall perform the work described in the annual BMPO Unified Planning Work Program (UPWP).

6. City shall perform all administration and fiscal accounting obligations for BMPO including an annual audit of BMPO expenditures.

BMPO Obligations:

1. In consideration for the services described in the Scope of Work, BMPO agrees to obligate all of the funds received from the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and Oregon Department of Transportation (ODOT) to City for the duration of the contract. These funds shall not exceed the annual funding to the BMPO.
2. BMPO agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation and to the extent applicable, the provisions of ORS 279A; 279B and 279C. BMPO expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
3. Provide policy direction regarding BMPO's statutory responsibilities.

General Provisions:

1. This agreement may be terminated by mutual consent of both parties. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. Upon such termination, BMPO shall reimburse City for all services and expenses incurred up to and including the date of termination.
2. The BMPO or City may terminate this agreement with 60 days written notice to all parties. Upon such termination, BMPO shall reimburse City for all services and expenses incurred up to and including the date of termination.
3. City acknowledges and agrees that BMPO, Deschutes County, ODOT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. This agreement and attached exhibits constitute the entire agreement between the parties on its subject matter. There are no other understandings, agreements, or representations, oral or written, regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary

approvals have been obtained. Any waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

5. This agreement is for the exclusive benefit of parties. This agreement shall not be assigned, transferred or pledged by either party without the written consent of the other party. Notwithstanding, the City may subcontract work to other parties in order to fulfill the responsibilities in this agreement, provided that the subcontractor is approved by the BMPO.
6. The Agreement will remain in effect until terminated pursuant to Section 2 of the General Provisions.
7. Unless otherwise provided in this agreement, initial efforts to resolve all claims, counterclaims, disputes and other matters in question between BMPO and the City arising out of or relating to this agreement shall be first addressed through a joint meeting of the governing bodies of both parties. If the claim or dispute cannot be resolved through a joint meeting, the matter will be submitted to mediation. If mediation fails to resolve the issue(s), the dispute may be resolved by any legal means available to the parties.
8. Indemnification. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall defend and indemnify the other party for, from and against any and all claims, actions, proceedings, damages, liabilities and expenses of every kind, whether known or unknown, resulting from or arising out of the negligent or wrongful acts of the other party committing the negligent or wrongful act(s) or for breach of this agreement."
9. If any provisions of this agreement are held to be invalid or unenforceable by any court of competent jurisdiction, all other provisions shall remain in effect.


BMPO, by and through its Policy Board



Mark Capell, Chair

Date: 7/18/13

The City of Bend



Eric King, City Manager

Date: 7-23-13

SCOPE OF WORK

CITY RESPONSIBILITIES:

Provide staff support to the Bend Metropolitan Planning Organization, the Policy Board and any other committees or subcommittees as required for coordination, drafting, implementation and completion of all BMPO plans and tasks the date this agreement is signed until terminated.

That staff support includes, among other things, staff work by the Transportation Engineering Manager and others that shall be considered as matching contribution for grants that BMPO receives. The estimated amount of grant match to be provided by the City is between \$13,000 and \$13,500 per year for the 2013-14 and 2014-15 fiscal years, but may vary depending on grants received by BMPO.

Prepare meeting agendas; arrange logistics for meetings including other committees or subcommittees; provide all tasks in association with public notices; arrange for minutes to be taken.

Meet all MPO requirements as set out by State and Federal agencies.

Maintain segregated funds for all revenue and records for expenditures; ensure the completion of an annual audit.

Financial management; maintaining financial records, establishing budgets, working with Budget Committee.

Attend all Policy Board Meetings and other meetings as required.

Foster the coordination and cooperation of member agencies to ensure the integration and optimum efficiency of the metropolitan and regional transportation programs.

Develop, implement and manage a Public Participation Program and foster an excellent working relationship with the public.

Establish and maintain BMPO website.

Meet all the requirements of the Oregon Transportation Rule (Goal 12).

DELIVERABLES:

Administrative Support

Financial Support

Develop and maintain Public Participation Program

Administer MPO Committees

Develop and Administer Annual Budget

Develop annual Unified Planning Work Program

Develop and maintain Regional Transportation Plan

Develop and maintain Transportation Improvement Program

Develop and maintain Transportation System Model

Develop and maintain BMPO Website

**AMENDMENT 001 TO
INTERGOVERNMENTAL / INTERAGENCY AGREEMENT**

This Amendment 001 to Intergovernmental/Interagency Agreement (this "Amendment") dated effective October 1, 2014, is between the Bend Metropolitan Planning Organization (the "BMPO"), an Oregon entity organized under ORS chapter 190, and the City of Bend (the "City"), an Oregon municipal corporation.

RECITALS

A. The parties hereto entered into that certain Intergovernmental/Interagency Agreement on July 23, 2013 (the "Agreement") for the purpose of memorializing the terms and conditions upon which the City would serve as the administrative and fiscal agent for the BMPO.

B. Pursuant to paragraph 4 of the General Provisions of the Agreement, the Agreement may be modified only if such modification is in writing, signed by both parties, and all necessary approvals have been obtained.

C. The parties desire to modify the Agreement in accordance with the terms and conditions contained herein.

AGREEMENT

The parties therefore agree as follows:

1. Amendments.

1.1 The following paragraph is hereby added to the Scope of Work, City Responsibilities:

"Effective as of October 1, 2014 and continuing until termination of this Agreement, the City shall fund up to 50 percent of the employee personnel services costs for BMPO's Program Technician position. From October 1, 2014 through June 30, 2015, the Program Technician will track time spent on City matters in the City's time tracking system (Executime), and the City will reimburse the BMPO for the Program Technician's time spent on City matters. Beginning in fiscal year 2015-2016 and in subsequent fiscal years, the BMPO and the City will collaborate during their respective budgeting processes, and each entity will include its agreed upon share of the personnel services costs for the Program Technician position in the personnel section of its annual budget.

1.2 The second paragraph under Scope of Works, City Responsibilities shall be modified as follows:

(a) Original Language:

"That staff support includes, among other things, staff work by the Transportation Engineering Manager and others that shall be considered as matching contribution for grants that BMPO receives. The estimated amount of grant match to be provided by the City is between \$13,000 and \$13,500 per year for the 2013-14 and 2014-15 fiscal years, but may vary depending on grants received by BMPO."

(b) Replacement Language:

"That staff support includes, among other things, staff work by the Transportation Engineering Manager and others that shall be considered as matching contribution for grants that BMPO receives. The estimated amount of grant match to be provided by the City is between \$13,000 and \$13,500 per year for the life of this agreement. Funding match may vary depending on grants received by BMPO."

2. Remaining Provisions. All other provisions of the Agreement shall remain in full force and effect.

The parties hereto have caused this Amendment to be executed by their respective duly authorized agents effective as of the date and year first written above.

BEND METROPOLITAN PLANNING ORGANIZATION

By: 
Tony DeBone, Policy Board Chair

CITY OF BEND

By: 
Eric King, City Manager

Date Signed: 20 MARCH 15

Date Signed: 3/31/15