

INTERGOVERNMENTAL AGREEMENT
For the purpose of
ESTABLISHING THE CORVALLIS AREA METROPOLITAN PLANNING
ORGANIZATION (MPO)
And specifying
MPO COOPERATION WITH THE STATE DEPARTMENT OF TRANSPORTATION

This agreement is made and entered into by and between the City of Adair Village, Benton County, City of Corvallis, City of Philomath, and the State of Oregon, acting by and through its Department of Transportation ("ODOT"). The governmental entities establishing the Corvallis Area Metropolitan Planning Organization ("MPO"), as it is created through this agreement or in the future, will be referred to throughout this agreement as "Party" or "Parties." The State Department of Transportation of Oregon will be referred to throughout this agreement as "ODOT".

1. Introduction

Based on the results of the US Census 2000, the Corvallis Urbanized Area has exceeded 50,000 in population. Federal regulations (29CFR part 450) require that an MPO be designated for the area to conduct a continuing, cooperative and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals. Federal regulation (29CFR part 450) also allows state departments of transportation to be a voting member of any MPO policy boards created under these regulations. The plans and programs shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods.

ORS 190.010 allows units of local government to join together to form intergovernmental entities 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. ORS 190.110 allows state agencies to enter into cooperative agreements with units of local government.

Pursuant to these statutes, an intergovernmental entity is hereby created by the Parties to this agreement, to be called the Corvallis Area Metropolitan Planning Organization. Further, the MPO and ODOT agree to cooperate to meet all federal and state requirements regarding the conduct of MPO responsibilities. This agreement shall be governed and construed in accordance with the laws of the State of Oregon.

2. Purpose

- 2.1 To carry out planning, coordination and integration of activities necessary to maintain a comprehensive, cooperative, and continuing transportation planning program; and further, as specified by the Policy Board, carry out other related specific tasks.

- 2.2 To establish a setting in which to undertake effective decision-making processes regarding transportation in the metropolitan area; evaluate transportation alternatives that are realistic and scaled to address the needs of the metropolitan area; develop and maintain a long range transportation plan for the metropolitan area which covers a 20 year planning horizon; and develop a Transportation Improvement Program (TIP) to establish how transportation funding will be used for regional transportation purposes to address the modernization, operation and maintenance of transportation facilities and service needs within the metropolitan area.
- 2.3 To promote public participation in the decision making process.
- 2.4 To exercise leadership and initiative in planning and assisting development of efficient, integrated transportation system facilities and services in the metropolitan area.

3. Planning Area Defined

The urbanized area for the MPO identified by the US Census 2000 includes those portions of the Cities of Adair Village, Corvallis, and Philomath, together with the nearby unincorporated areas of Benton County that comprise a population of 58,229 persons in the year 2000. The MPO boundary contains that land area determined by the US Census as urbanized, together with that area within the acknowledged urban growth boundaries for the City of Adair Village, City of Corvallis, and the City of Philomath. The urban growth boundaries for the three cities within the MPO is that area that the State of Oregon, Benton County, and each city have agreed is necessary to provide for a 20-year supply of developable land. No additional land needs to be included at this time in order to provide this 20-year supply of developable land for future urbanization. Where the boundary appears to coincide with a transportation facility (e.g., highways, bridges, rail lines), that facility is also included within the urbanized area.

Exhibit "A" is the map which shows the area to be included in the MPO boundary.

4.0. Governing Body of MPO

4.1 Policy Board Membership.

The Policy Board for the MPO consists of officials representing each Party to this agreement, initially including the City of Adair Village, Benton County, City of Corvallis, and City of Philomath. ODOT shall also be a member of the Policy Board of the MPO. This membership is consistent with the requirements of federal law related to metropolitan planning organizations. A Party with elected officials will be represented by an elected official.

- 4.1.1 The Policy Board voting structure will reflect the various population sizes of the Parties. However, no single Party will have such a number of votes that unilaterally controls decisions. Each Party has one vote, except the City of Corvallis has three votes. This representation is established because the City of Corvallis is the most populous city within the urbanized area.
- 4.1.2 ODOT shall have one vote on the Policy Board.
- 4.1.3 It is foreseen that transportation entities (e.g., transportation district or port authority) serving the urbanized area may be created as an entity separate from the Parties. If such an entity is formed, it shall be provided with Policy Board membership upon approval of the modified IGA by the Parties and the Oregon Transportation Commission for ODOT. The appropriate ratio of Policy Board votes for each Party and ODOT will be reconsidered if such an entity is formed.
- 4.1.4 MPO Parties will be encouraged to have their MPO representative also represent the government entity on the Cascades West Area Commission on Transportation (ACT). The ODOT representative will also be encouraged to represent ODOT on the Cascades West Area Commission on Transportation.

5. Policy Board Members, Terms of Office, Officers and Meetings

- 5.1 Each Party will appoint its initial Policy Board member at its first business meeting following MPO designation by the Governor of Oregon. Thereafter, members will be appointed to the Policy Board by the represented Parties at the beginning of the calendar year. Any vacancy on the Policy Board shall be filled by the represented Party with the vacancy. Policy Board members may be re-appointed by the represented Party.
- 5.2 ODOT shall appoint a representative following MPO designation by the Governor of Oregon. ODOT may replace that representative from time to time by written notice to the Chair.
- 5.3 Parties and ODOT may designate an alternate member to the Policy Board as prescribed for the member. If a Party or ODOT will be represented at a particular meeting by a person other than the regular member or designated alternate, that person must declare that fact when the meeting is called to order.
- 5.4 Members with three (3) consecutive unexcused absences from Policy Board meetings will result in the Chair contacting the respective member's highest elected official or the ODOT Director.
- 5.5 The Policy Board shall elect a Chair and Vice Chair at its first meeting. Thereafter, the Policy Board shall elect a Chair and Vice Chair at the first meeting of each

calendar year. In the absence of the Chair, or upon her/his inability to act or serve, the Vice Chair shall have the powers of the Chair.

- 5.6 The Policy Board and its committees shall follow the Oregon Public Meeting Laws.
- 5.7 The first meeting of the Policy Board shall be held within sixty (60) days of the effective date of designation by the Governor of the State of Oregon. Thereafter, regular meetings of the Policy Board shall be held at such time and place as shall be determined by the Policy Board. Special meetings of the Policy Board may be called by the Chair or by a majority of the members. All Policy Board members are entitled to notice of any meeting. No action may be taken unless all Policy Board members are given notice. Notice of meetings to Policy Board members may be given telephonically, by other means of electronic communication, or as specified in the MPO By-Laws. All required notices to the Public of Policy Board meetings shall meet, at a minimum, the public notice requirements of the Public Meetings laws of the State of Oregon as set forth in ORS 192.640.
- 5.8 MPO business may be conducted provided a quorum of the Parties attends. A quorum consists of at least seventy-five percent of the Parties on the Policy Board. The Policy Board members may participate telephonically or by other means of electronic communication, provided the meeting is called to order at a public noticed meeting place where the public can attend, hear, understand and/or read the comments of the members participating by telephonic or electronic means and the members so participating can fully hear, understand, and/or read the comments of the other members participating in the meeting.
- 5.9 Policy Board will make decisions using the following procedures:
- * The Policy Board will strive to reach decisions on a consensus basis.
 - * If representatives of two Parties or one Party and ODOT, conclude that consensus cannot be attained, then the Policy Board shall review the *Common Interests of the MPO Policy Board in Consensus Decision-Making* attached hereto as Exhibit "B".
 - * After the review of common interests, a vote will be called if requested by representatives of three Parties or two Parties and ODOT.
 - * Decisions made by vote require a majority of the Policy Board votes as defined in 4.1.1 and 4.1.2 of this agreement.

6. Bylaws

The Policy Board may adopt bylaws to establish procedures for management of the MPO. The bylaws may be periodically amended by the Policy Board.

7. Powers and Responsibilities of the MPO

- 7.1 The MPO will remain a separate entity from its Parties with a separate budget, its own governing body and separate operating principles as outlined in this IGA.
- 7.2 The Policy Board is responsible for all actions, agreements, and functions to be carried out by the MPO, including the management, supervision, policy and direction of all programs, functions and activities established and operated under the MPO. To this end, the MPO:
 - 7.2.1 Shall appoint the Director and Fiscal Agent and there shall be established a regular reporting cycle;
 - 7.2.2 Shall serve in a review capacity to insure that all federal and state assisted development projects are consistent with integrated regional transportation plans and programs;
 - 7.2.3 May accept contributions and grants-in-aid;
 - 7.2.4 May contract with the Federal Government for planning assistance and other transportation-related planning projects, products, and services;
 - 7.2.5 May contract for the provision and receipt of planning or associated products or services;
 - 7.2.6 Shall administer grants, Federal Highway Administration (FHWA) planning funds and Federal Transit Administration (FTA), and other funds;
 - 7.2.7 May own property, facilities and equipment;
 - 7.2.8 Shall, in a manner that complies with applicable state and federal requirements, maintain financial records, supporting documentation for financial records and records relating to procurement and management of contracts for implementation of its work plan;
 - 7.2.9 May create advisory committees; and
 - 7.2.10 Shall take actions as are reasonably necessary to carry out its responsibilities.
- 7.3 The MPO is responsible for development of the following:
 - 7.3.1 Annual Unified Planning Work Program ("UPWP") and budget;
 - 7.3.2 Regional Transportation Plan;
 - 7.3.3 Transportation Improvement Program;

7.3.4 Title VI Civil Rights Compliance Review;

7.3.5 Audit of MPO activities; and

7.3.6 Other products authorized by the Policy Board as specified in the UPWP.

7.4 In fulfilling its responsibilities, the MPO shall coordinate with other entities responsible for transportation planning, facilities, and services. This includes the Cascades West Area Commission on Transportation (ACT), Linn County, Linn Benton Loop Commission, and the City of Albany. Coordination efforts may include representation on the Technical Advisory Committee (TAC), special committees and outreach regarding specific transportation issues.

8. Formation of Committees

8.1 Technical Advisory Committee.

The Policy Board identifies the need to create a standing committee to be known as the MPO Technical Advisory Committee (TAC). Membership of the TAC includes the governmental entities within the metropolitan area that are impacted by the decisions and that have significant contributions to the MPO, but these entities do not necessarily need to be parties to this agreement. The TAC includes appropriate technical and/or managerial staff representatives from each of the participating governmental entities. In addition, there may be one or more ex-officio, non-voting members from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) as well as other representatives from other agencies. In the future, the Policy Board may add additional organizations, as well as a citizen representative, a business representative or a freight stakeholder, as voting or as ex-officio members. Initial membership in the TAC is stated in Section 8.2.

8.1.1 The TAC has authority and primary responsibility to conduct or have conducted technical reviews and analyses regarding all work activities of the approved UPWP, and any related issues as specified by the Policy Board and to advise the Policy Board on appropriate actions to be taken. The TAC works closely with the MPO staff, providing guidance and direction for development of the annual UPWP/Budget and work activities defined therein.

8.1.2 The TAC may recommend creation of special committees and recommend individuals it deems qualified to serve on the committees to the Policy Board. The Policy Board will consider such recommendations at its next opportunity.

8.1.3 The TAC may create subcommittees consisting of its own members to investigate a particular work task or issues relevant to the MPO.

- 8.1.4 Organization and management of the TAC shall be according to bylaws adopted by the TAC and approved by the Policy Board.

8.2 TAC Membership

- 8.2.1 Upon designation of the MPO by the Governor of the State of Oregon, the initial voting membership on the TAC shall include:

- * City of Adair Village
- * Benton County
- * City of Corvallis
- * City of Philomath
- * Oregon Department of Transportation

- 8.2.2 Upon designation of the MPO by the Governor of the State of Oregon, the ex-officio members of the TAC shall include:

- * Federal Highway Administration
- * Federal Transit Administration
- * Oregon Department of Land Conservation and Development
- * Oregon Department of Environmental Quality
- * Oregon Division of State Lands

- 8.3 Transportation related advisory committees created by any Party, in addition to their jurisdictional responsibilities outside the MPO, may also be advisory to the MPO. The Policy Board recognizes that it does not have a role in selecting members to these advisory committees.

- 8.4 The Policy Board may create special MPO committees, as it deems necessary. A special committee may be either an ad hoc committee for a specific work task or a standing committee for one or more work tasks. Membership on such a committee will be decided by the Policy Board. Any such special committee will be advisory to the Policy Board and/or TAC.

- 8.5 The Policy Board and TAC may also conduct outreach to transportation, business, environment, and general community interests in a variety of ways including appointments to standing or special committees and public comment opportunities.

9. MPO Finances

- 9.1 The fiscal year for the MPO shall commence on July 1 of each year.
- 9.2 The MPO shall provide for an annual financial audit. The audit is a public record, and shall be made available to all Parties and ODOT.

- 9.3 The Policy Board does not have the authority to obligate any Party to spend its funds on MPO business. An action by the Policy Board that could impact a Party's funds will be a recommendation that must be ratified by the affected Party or Parties.
- 9.4 The Parties intend to accomplish the mandatory MPO requirements with the planning funds provided by FHWA, FTA, and ODOT. Parties recognize that ODOT currently pays the local government match for FHWA funding. Parties further recognize that the State of Oregon's Transportation Planning Rule (TPR) has MPO requirements that exceed the FHWA and FTA minimum requirements.

Should funding from FHWA, FTA and ODOT be insufficient to pay for services to meet the mandatory requirements, Parties shall contribute funding sufficient to pay for services to meet these requirements. Individual shares of additional funding shall be based upon a proposal by the Policy Board as ratified by the individual Parties.

The Parties recognize that expanded planning initiatives that exceed the mandatory MPO requirements may benefit each Party differently and that no funding formula can anticipate this benefit. Appropriate funding shares for such planning initiatives will be proposed by the Policy Board on a case by case basis, based upon benefits to the Parties. No Party is required to participate and fund expanded planning initiatives.

10. MPO Staff

- 10.1 The MPO may contract for staff or hire staff directly as necessary, including legal counsel. The MPO staff consists of a Director and supporting staff required to accomplish the work identified in the UPWP within the MPO's financial resources. The Director of the MPO shall report directly to and take direction from the Policy Board. Supporting staff personnel shall report directly to and take direction from the Director.
- 10.2 MPO Parties may donate personnel to serve as staff to the MPO, subject to the provisions of Section 12, below.

11. No Joint and Several Liability

- 11.1 Pursuant to ORS 190.080(3), the Parties specifically do not agree to be jointly and severally liable with each other or with the MPO for any tort (as defined by ORS 30.260(8)). Each Party agrees that it assumes sole liability and will indemnify, defend and hold all other Parties and the MPO harmless from any claim or action of any nature whatsoever brought as the result of actions of any elected or appointed official, employee or agent of that Party, regardless of whether that official, employee or agent is acting on behalf of the MPO. Each Party agrees that it will maintain general liability insurance in an amount sufficient to fully indemnify, defend and hold every other Party harmless from any claim made as a result of the actions of that Party's officials, employees, or agents. In the event the MPO is unable to meet fully

its liabilities, the MPO shall be liable first, then the amount of deficiency shall be calculated. Each party agrees that it will contribute to any such deficiency in an amount proportionate to the population within the MPO area the Party represents.

- 11.2 To the extent that the MPO has officers, agents, employees or contractors who are not officials, employees or agents of the Parties, the MPO must indemnify, defend and hold harmless the Parties from any tort claim made as a result of the actions of those officers, agents, employees or contractors. In the event the MPO is unable to meet fully its liabilities, the MPO shall be liable first, then the amount of deficiency shall be calculated. Each party agrees that it will contribute to any such deficiency in an amount proportionate to the population within the MPO area the Party represents.
- 11.3 Nothing in this agreement shall be construed to increase tort liability that any Party or the MPO would otherwise have under Oregon Law. Specifically, all Parties agree that the responsibility of any one Party to defend, indemnify, or hold harmless any other Party or Parties is subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 – ORS 30.300.
- 11.4 To the extent that the MPO has officers, agents, employees or contractors who are not officials, employees or agents of the Parties, the MPO must maintain general liability insurance in an amount sufficient to fully indemnify, defend and hold the Parties harmless from any claim made as a result of the actions of those officers, agents, employees or contractors.
- 11.5 Pursuant to ORS 190.080(3), the Parties specifically do not agree to be jointly and severally liable with each other or with the MPO for any contractual or quasi-contractual obligation. The Parties agree that the MPO shall be solely responsible for any obligations arising from any agreement or contract whatsoever.
- 11.6 Except as provided in 11.7 below, the Parties agree that in all documents executed by the MPO, memorializing any agreement or contract whatsoever, the following language must appear: “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.”
- 11.7 Nothing in this agreement precludes any Party or Parties to this agreement from assuming responsibilities for specific debts, liabilities or obligations of the MPO. Any such assumption must be in writing and approved by the governing body of the Party or Parties. To the extent that any Party or Parties has assumed the responsibilities of the MPO under a specific agreement, such assumption must be specifically included within the agreement documents.
- 11.8 Each Party agrees to indemnify, defend and hold harmless every other Party and the MPO for any claims arising under a quasi-contractual theory as the result of the actions of an elected or appointed official, employee, agent or contractor of that Party.

The MPO will be solely responsible for any claims arising under a quasi-contractual theory as the result of the actions of an official, employee, agent or contractor of the MPO who is not an official, employee or agent of a Party.

12. Employment Liabilities.

12.1 Each Party shall be responsible for any and all claims arising from its respective employer/employee relationships with respect to any donated employee of the Party during any time that the employee of the Party is working on MPO matters. For the purpose of this agreement, elected and appointed public officials are included in the employer/employee relationship. Examples of the employer/employee relationship include selection, termination, discipline, benefits and equal employment opportunity issues.

12.2 Each Party shall provide its own Workers Compensation coverage as provided by law with respect to any employee of the Party during any time that the employee of the Party is working on MPO matters.

13. Effectiveness, Duration, Amendment, Termination and Withdrawal

13.1 This agreement and the formation of the MPO shall be effective upon the approval of this agreement by passage of an ordinance by the City of Adair Village, Benton County, the City of Corvallis, the City of Philomath and upon approval of the State of Oregon by approval from the Oregon Transportation Commission for ODOT, and upon designation of the MPO by the Governor of Oregon.

13.2 This agreement shall be perpetual unless terminated by agreement of the Parties. This agreement shall also terminate if, consistent with 23 CFR Chapter 1, Section 450.306(a), there is withdrawal of any Party or Parties causing seventy-five percent (75%) of the affected metropolitan population, including the central city or cities as defined by the Bureau of the Census, to no longer be represented.

13.3 Any Party may withdraw at any time, upon no less than 90 days notice, given in writing to all other Parties, provided seventy-five percent (75%) of the affected metropolitan population, including the central city or cities as defined by the Bureau of the Census, urbanized population remains represented by units of general-purpose local governments on the Policy Board. The Party withdrawing from the Policy Board will do so by act of its governing body through written notice to the other Parties. Unless dissolution pursuant to Section 13.4 is required, the MPO will continue to function and perform its duties regarding the area described in Paragraph 3.0 and as shown on the attached map.

13.4 Withdrawal of any Party or Parties, causing more than seventy-five percent (75%) of the affected metropolitan population, including the central city or cities as defined by the Bureau of the Census, to no longer be represented, shall not be considered a

withdrawal, but shall constitute dissolution of the MPO for purposes of determining the disposition of assets and indebtedness, if any, of the MPO.

- 13.5 Amendments to this Agreement may be made by vote of the Policy Board and ratification by passage of an ordinance by the City of Adair Village, Benton County, City of Corvallis, and the City of Philomath and upon approval by the State of Oregon by motion from the Oregon Transportation Commission for ODOT. Before the Policy Board may vote on any amendment to this agreement, the proposed amendment must be provided in writing to all Parties at least sixty (60) days before the meeting when the Policy Board votes.
- 13.6 Upon termination of this Agreement and dissolution of the MPO, all Planning Documents and other MPO current work products and planning documents required by federal law of an MPO shall be copied and distributed with at least one copy of each document given to each Party. All records, working files, and source documents shall also be copied and distributed with at least one copy of each document for each Party that requests a copy.
- 13.7 Upon termination of this Agreement and dissolution of the MPO, title to all assets of the MPO, other than Planning Documents and other MPO work products, shall be disposed of in the following manner:
 - 13.7.1 All assets, including all records, documents and work products, shall be distributed to any successor organization existing at the time of dissolution and distribution that serves as the Metropolitan Planning Organization for seventy-five percent (75%) of the affected metropolitan population, including the central city or cities as defined by the Bureau of the Census, in the geographic area set out in Section 3, above, provided that the successor organization also agrees to assume any outstanding indebtedness or other liabilities incurred .
 - 13.7.2 In the event there is no successor organization, all funds not needed to fulfill the contractual obligations of the MPO shall be returned to the funding source. If the funding source does not allow return of the funds, the funds shall be distributed to the Parties still active in the MPO at the time of dissolution in proportion to the population within the MPO area the Party represents.
 - 13.7.3 All assets other than funds shall be sold or converted to cash and distributed to the Parties still active in the MPO at the time of dissolution in proportion to the contribution of the Party in obtaining the asset. If the contributions of the Parties in obtaining an asset cannot be determined, then that asset shall be sold or converted to cash and the cash shall be distributed to the Parties still active in the MPO at the time of dissolution in proportion to the proportion of the population within the MPO area the Party represents.

13.7.4 Any Party that withdraws from the MPO prior to an agreement to terminate this agreement and dissolve the MPO shall not be entitled to any distribution from the assets of the MPO, regardless of that Party's contribution to obtaining the asset.

13.7.5 Notwithstanding any of the above, if a Party agreed to assume all responsibility for a debt, liability, or obligation of the MPO, which allowed the MPO to obtain a specific asset, then upon dissolution of the MPO, such a specific asset should be distributed to the relevant Party.

13.7.6 Nothing within this agreement should be seen as limiting the ability of the Parties to agree to distribute specific assets in a different manner in return for a Party assuming specific liabilities, responsibilities or obligations of the MPO.


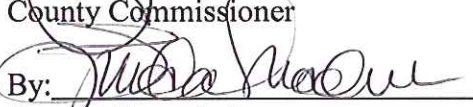


IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.


On December 11, 2002, the Oregon Transportation Commission approved this agreement. At that time, the Commission authorized the Deputy Director, Transportation Development Division to execute this agreement.

The Oregon Transportation Commission on January 16, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On January 31, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order 2, delegating day-to-day authority to the Deputy Directors, Division Managers, Chief of Staff, Technical Services Manager/Chief Engineer, Branch and Regions Managers for their respective Branch or Region, which includes authority to approve and execute personal services contracts and intergovernmental agreements up to \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission, or in a line item in the approved biennial budget.

CITY OF CORYALLIS By: <u>Jan A. Nelson City Mgr</u> <u>12/20/02</u>	CITY OF PHILOMATH By: <u>Darryl Kyle</u>
BENTON COUNTY By: <u>Carroll J. Janssen</u>	CITY OF ADAIR VILLAGE By: <u>James R. Janssen</u>




County Commissioner By: <u></u> County Commissioner By: <u></u> County Commissioner	
<p align="center">STATE OF OREGON, By and through its Department of Transportation</p> <p align="center">By: <u> 12/24/02</u> Deputy Director, Transportation Development</p>	
<p>Approved for Legal Sufficiency</p> <p>By: <u> ADKH</u> Assistant Attorney General</p>	

Approved As To Form:
 12-10-02
 Office of County Counsel

CORVALLIS

Metropolitan Planning Organization Boundary

LEGEND:

-  MPO Boundary
-  Urban Growth Boundary
-  Urbanized Area

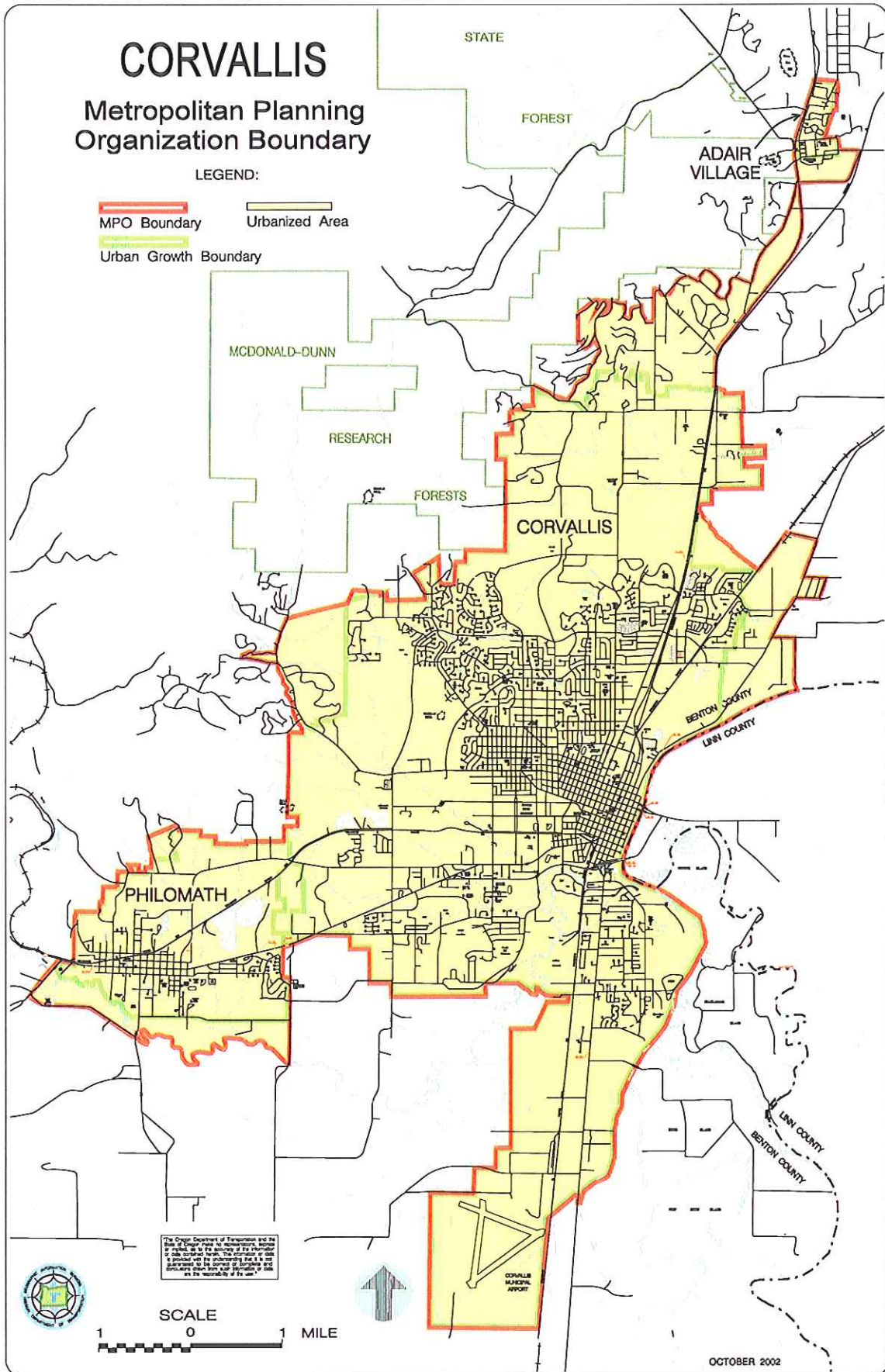


Exhibit "B"

Common Interests of the MPO Policy Board in Consensus Decision-Making

1. Quick/efficient
2. Uses available information (no hidden agendas or information)
3. Takes all players into account
4. High value on decisions that Policy Board members can support (may be in conflict with #1)
5. One party should not control/prohibit decisions
6. Builds trust among all partners (builds upon #2)

These common interests will be reviewed by the MPO Policy Board members after two Parties make a request for review.