

AGREEMENT FOR SERVICES
Intergovernmental Agreement
The City of Salem Climate Friendly and Equitable Communities (CFEC) Scenario Planning
Implementation

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," and the City of Salem, acting by and through its elected officials, hereinafter referred to as "Salem" or "City of Salem," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, a state agency may enter into agreements with units of local government for the performance of any or all functions and activities that state agency, its officers, or agents have the authority to perform.
2. ODOT, in partnership with the Department of Land Conservation and Development (DLCD), will be supporting communities with scenario planning implementation efforts.
3. The ODOT Statewide Planning Unit, Transportation Planning & Analysis Unit (TPAU) and the Climate Office will each support CFEC implementation through specific and coordinated initiatives.
4. The ODOT Climate Office is providing staff and consultant support for the impacted jurisdictions, City of Salem, City of Keizer, Marion County, to complete Scenario Planning, Performance Measure and GHG Target requirements in the CFEC rules.
5. Salem desires to work with ODOT to develop a regional Scenario Plan to meet CFEC requirements.
6. The purpose of this Agreement is to partner with the jurisdictions to develop a regional scenario plan, performance measures and targets for each jurisdiction to use for fulfilling CFEC requirements in Oregon Administrative Rules (OAR) 660, division 044, and OAR 660-012-0910.
7. There are three (3) agreements total related to the scenario planning and development of the project: one with the City of Salem under Agreement No. 73000-23766, another agreement with the City of Keizer under Agreement No. 73000-23767, and another agreement with Marion County under Agreement No. 73000-00023762.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. **Project.** Under such authority, Salem wishes to retain the services of ODOT to provide staff and consultant support to develop a regional plan, performance measures and targets for Salem to use for fulfilling CFEC requirements, as described in Exhibit A, hereinafter referred to as "Project." However, no money is exchanging hands through this Agreement.
 - If a jurisdiction chooses not to participate in the development of the plan through the jurisdiction's scenario planning agreement, the other participating jurisdictions may continue their participation in the development of their plan under their respective scenario planning agreements.
2. **Exhibits Attached and Incorporated.**
 - a. This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference:
 - Exhibit TCD – Terms, Conditions and Definitions
 - Exhibit A – Statement of Work and Delivery Schedule
 - Exhibit B – Compensation & Payment Provisions (Reserved)
 - Exhibit C – Insurance (Reserved)
 - Exhibit D – Special Terms & Conditions (Reserved)
 - Exhibit E – Americans with Disabilities Act (ADA) Compliance (Reserved)
 - Exhibit F – Contact Information
4. **Order of Precedence.**

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) Exhibit A, the Statement of Work,
- 4) All other Exhibits,
- 5) Any other attachments,
- 6) Any documents/information incorporated into this Agreement by reference.

This provision survives termination of the Agreement.

5. **Term of Agreement; Effective Date.** The term of this Agreement shall begin on the date all required signatures are obtained ("Effective Date") and shall terminate upon completion of the

Project and final payment or two (2) calendar years following the Effective Date, whichever is sooner.

6. **Termination.** This Agreement may be terminated by mutual written consent of all Parties.
 - a. Either Party may terminate this Agreement effective upon delivery of written notice to Salem, or at such later date as may be established by the terminating Party, under any of the following conditions:
 - i. If either Party fails to provide the services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If either Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period as the Party issuing the notice may authorize.
 - iii. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to fund its obligations for performance of this Agreement.
 - iv. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if either Party is prohibited from paying for such services from the planned funding source.
 - b. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
7. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.
8. **No Substitutions or Assignments.** Salem shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of ODOT. ODOT's consent to any subcontract (or other delegation of duties) does not relieve Salem of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the Parties, and, except as otherwise provided, their permitted legal successors and assigns.
9. **No Third Party Beneficiaries.** Salem and ODOT are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to

give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives termination of the Agreement.

10. **Waiver; Amendment.** 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision. This provision survives termination of the Agreement.
11. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Project Manager at the physical address or email address set forth in Exhibit F, or to such other addresses as either Party may indicate pursuant to this paragraph. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply). Except as set forth above in this paragraph, the Parties may agree to provide operational notices such as delivery, acceptance or rejection of services or deliverables by email as may be mutually agreed in Exhibit A.
12. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.
13. **Counterparts.** This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. **Integration.** 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.
15. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. ODOT reserves the right at any time to require the submission of the hard copy originals of any documents.

Salem/ODOT
Agreement No. 73000-00023766

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

City of Salem

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL (If required in Salem's process)

By _____

City of Salem Counsel

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____

Suzanne Carlson, Policy Data & Analysis
Division Climate Officer Director

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Serena Hewitt _____

Assistant Attorney General

Date via email dated 10/16/2023 _____

EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

THIRD PARTY CLAIMS: The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Salem with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which ODOT is jointly liable with Salem (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Salem in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of Salem on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Salem on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
3. With respect to a Third Party Claim for which Salem is jointly liable with ODOT (or would be if joined in the Third Party Claim), Salem shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Salem on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Salem on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Salem's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

4. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

RECORDS

The Parties acknowledge and agree that ODOT the Oregon Secretary of ODOT's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

INDEPENDENT CONTRACTOR; EMPLOYMENT COSTS

1. Salem shall perform the services 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, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
2. ODOT reserves the right (i) to determine and modify the delivery schedule for the services and (ii) to evaluate the quality of the services; however, ODOT may not and will not control the means or manner of Salem's performance. Salem is responsible for determining the appropriate means and manner of performing the services.
3. Salem understands and agrees that it is not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

WORKERS COMP

All employers, including the City of Salem and Salem's contractors, if any, that employ subject workers, as defined in ORS 656.027, who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and shall provide the required Workers' Compensation Insurance coverage, unless such employers are exempt under ORS [656.126\(2\)](#). The coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Salem shall ensure that each of its contractors complies with these requirements.

SUBCONTRACTOR REQUIREMENTS & INDEMNIFICATION

1. Salem shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities,

damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Salem 's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that ODOT shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of ODOT, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.

2. Any such indemnification shall also provide that neither Salem's contractor or subcontractor nor any attorney engaged by Salem's contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Salem's contractor or subcontractor is prohibited from defending the State of Oregon, or that Salem 's contractor or subcontractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Salem's contractor or subcontractor if the State of Oregon elects to assume its own defense.
3. Salem shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from ODOT.

GOVERNING LAW; VENUE; CONSENT TO JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the ODOT and Salem that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. SALEM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

COMPLIANCE WITH LAW

Salem shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Salem expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, 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.

REMEDIES

1. Salem default.
 - a. In the event Salem is in default under this Agreement, ODOT may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement, (ii) reducing or withholding work or deliverables (iii) initiation of an action or proceeding for specific performance, These remedies are cumulative to the extent the remedies are not inconsistent, and ODOT may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
2. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
3. This provision survives termination of the Agreement.

EXHIBIT A
STATEMENT OF WORK AND DELIVERABLE SCHEDULE
PROJECT: The City of Salem Climate Friendly and Equitable Communities (CFEC) Scenario
Planning Implementation

PROJECT DESCRIPTION and OVERVIEW of SERVICES

DLCD's Climate Friendly and Equitable Communities rulemaking has updated Oregon's administrative rules on housing and transportation planning for greenhouse gas reduction (GHG) within Oregon's eight metropolitan areas. ODOT is leading implementation and providing support for local jurisdictions to meet the transportation planning requirements from the (CFEC) administrative rules.

The rules require jurisdictions in the City of Salem metropolitan area to jointly develop a regional preferred scenario that achieves the regional GHG target, and performance measures and targets to measure and track progress towards implementation of the preferred scenario and meeting the region GHG reduction target. The ODOT Climate Office is providing staff and consultant support for the impacted jurisdictions to complete the requirements.

The aim of this Project is to develop a regional scenario plan, performance measures and targets for each jurisdiction to use for fulfilling CFEC requirements in Oregon Administrative Rules (OAR) 660, division 044, and OAR 660-012-0910.

1. ODOT Responsibilities

ODOT shall provide staff and consultant (hereinafter referred to as "ODOT Consultant") support to assist the City of Salem with planning and technical resources to comply with CFEC scenario planning requirements. ODOT shall coordinate with DLCDC and other state agencies. ODOT shall participate in technical and stakeholder meetings. ODOT shall review ODOT Consultant's performance and deliverables with Salem prior to paying invoices received from ODOT Consultant.

2. City of Salem Responsibilities

Salem shall coordinate with ODOT, ODOT Consultant, the City of Keizer and Marion County to meet the CFEC regional scenario planning requirements in OAR 660-044-0015 and OAR 660-044-0110 to develop a scenario plan that meets the region's GHG reduction target set in OAR 660-044-0025 Greenhouse Gas Emissions Reductions Goals. Salem staff shall coordinate with ODOT and ODOT Consultant, participate in Project team meetings, and provide comments and edits on deliverables. Salem shall provide available data requested by ODOT and ODOT Consultant. Decision making with regional partners must be conducted according to the Governance Structure of the CFEC Work Program. Salem is responsible for coordinating with the appropriate local planning decision making authority for any needed approvals during the process.

TASKS, DELIVERABLES and SCHEDULE

Salem shall complete all tasks and provide all deliverables (collectively, the “Services”) included in this SOW, unless specifically stated otherwise in a particular task. Salem shall provide all labor, equipment and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this SOW.

Task 1 Project Management

Covers Project management activities throughout the Project.

Task 1.1 –Scenario Planning Work Plan

Salem shall coordinate with ODOT and ODOT Consultant to expand on the scope in OAR-660-044-0100 (2) and schedule in OAR-660-044-0100 (5) of the CFEC Work Program. The expanded scope must outline the steps needed to complete Scenario Planning requirements and develop a final preferred scenario report. The schedule must outline the timing, Project Management Team meetings, and Advisory Committee meetings needed to meet the end dates identified in the Work Program Work per OAR-660-044-0100 (6). The Work Plan must include timelines and check-in points for all efforts included in the Scenario Planning effort. ODOT shall ensure state agencies and ODOT Consultant meet the dates identified in Work Plan.

Deliverables:

Salem shall

- Provide comments and edits on draft Scenario Planning Work Plan due 20 business days following ODOT’s issuance of Notice to Proceed (NTP) for this Task.
- Provide comments on final CFEC Scenario Planning Work Plan due 5 business days following ODOT request.

Task 1.2 –Project Management Team Meetings

Salem shall participate in monthly Scenario Planning Team Meetings, up to 24 meetings total. There are multiple levels of coordination anticipated during these meeting, including;

- State Agency Coordination- This includes coordination with ODOT, ODOT Consultant, and DLCD on VisionEval modeling inputs assumptions, and consistency with statewide policy and GHG reduction targets.
- Local Jurisdictions- This includes working with the City of Keizer and Marion County to complete the scenario planning processes. Topics are anticipated to include: stakeholder engagement, VisionEval model inputs, scenario development and evaluation, and reporting and presentations.
- Regional Partners- This includes coordination with regional transit provider, Metropolitan Planning Organization, as defined in OAR 660-044-005(13), and other identified regional partners on VisionEval model inputs, scenario development and evaluation.

Deliverables:

Salem shall

- Participate in Project Management Team Meetings.
- Provide comments on meeting agendas due 5 business days following ODOT request.

Task 2- Public Stakeholder Engagement

Covers the stakeholder engagement needs of the scenario planning process through acceptance of the preferred scenario.

Task 2.1 Communications Plan

Salem shall coordinate with ODOT and ODOT Consultant to develop a communications plan that expands on the Community Engagement Plan in OAR 660-044-0100 (3). ODOT and ODOT Consultant shall ensure the plan includes target audiences, key messages, types of feedback needed, communication and outreach tools, and a schedule designed to reach optimal users in the Project areas. ODOT and ODOT Consultant shall ensure the plan includes roles and responsibilities for Salem, ODOT, and ODOT Consultant.

Deliverables:

Salem shall

- Provide comments and edits on draft Communication Plan due 20 business days following ODOT's issuance of NTP for this Task.
- Provide comments on final Communication Plan due 5 days following ODOT's request.

Task 2.2 Engagement Activities

Salem shall coordinate with ODOT and ODOT Consultant to conduct a series of activities to engage with and collect input from the community, as well as key stakeholders. ODOT and ODOT Consultant shall ensure activities include virtual or asynchronous activities, and include communications materials to help inform stakeholders about the Project and encourage participation. Activities may include but are not limited to:

- Virtual or asynchronous activities: virtual open house with information sharing and questions to collect input from participants; website, video of Project information; survey/questionnaire hosted online for several weeks; and others.
- Communications materials: e-newsletter with Project information; postcard or printed handout that can be mailed; social media posts; website update; and others.
- Advisory Committee: meetings for key regional decision points to recommend the preferred scenario, including regional performance measures.

Deliverables:

Salem shall

- Provide comments on content and activities in final format, due 10 business days following ODOT request.
- Participate in engagement activities according to roles and responsibilities in Task 2.1 Communication Plan.

Task 3 Future Reference Scenario

Salem shall coordinate with ODOT and ODOT Consultant to develop the future reference scenario to set a baseline for progress towards the regional GHG reduction target. ODOT and ODOT Consultant shall ensure development of the future reference scenario includes input development, reference case model development, and documentation and reporting. Task 3 is anticipated to include working with ODOT, ODOT Consultant, City of Keizer and Marion County to develop inputs for the future reference case, reference case model run, model validation, and final future reference case. Model inputs and planning horizon years are developed using state level policy assumptions and adopted local and regional transportation plans. ODOT Consultant shall develop findings and documentation for the future reference scenario. The calibration year and base year for the VisionEval model will be designed by ODOT and ODOT Consultant in consultation with local agencies considering local data availability and links to existing region model data. The year 2005 will be included as the reference year for GHG reduction targets.

Deliverables:

Salem shall

- Provide comments and edits on Future Reference Scenario Inputs documentation, due 20 business days following ODOT's issuance of NTP for this Task.
- Provide comments and edits on draft Future Reference Scenario Findings documentation, due 10 business days following ODOT request.
- Provide comments on final Future Reference Scenario Findings documentation, due 5 business days following ODOT request.

Task 4 Future Scenarios Testing for Preferred Scenario

ODOT and ODOT Consultant are responsible for development and testing of alternative future scenarios. Salem shall coordinate with ODOT and ODOT Consultant to investigate how changes to local policies and programs impact progress towards the regional GHG reduction target when compared to the reference scenario. This task is anticipated to include: working with ODOT, ODOT Consultant, City of Keizer and Marion County to determine the number of future scenarios and develop inputs, incorporate public stakeholder engagement on future goals, model runs and validation, and document final future scenarios.

An ambitious future scenario will be developed by ODOT and ODOT Consultant using the inputs and policies that are already part of the Oregon Statewide Transportation Strategy ("STS"). ODOT and Salem anticipate that the STS Trajectories represent the starting point for the types of investments and policies in the preferred scenario within only modest changes. Salem's coordination with ODOT, City of Keizer and Marion County will be important to understand the limitations or interests in how transportation and land use strategies are to be received by jurisdictions. Additionally, other investments such as transit may also have impact on achieving the GHG reduction goal. This task will make space to explore the various VisionEval inputs in a structured way and explore the bounds (low and high) that will be critical to developing a

plausible, realistic, and practical preferred scenario for the region. Decision making will be conducted according to the Governance Structure contained in the CFEC Work Program.

Deliverables:

Salem shall

- Provide comments and edits on draft Future Scenario Testing Findings documentation, due 20 business days following ODOT's issuance of NTP for this Task.
- Provide comments on final Future Scenario Testing Findings documentation, due 10 business days following ODOT request.

Task 5 Identify Performance Measure Targets

ODOT and ODOT Consultant are responsible for development of Performance Measure (PM) metrics and future year targets according to the requirements in OAR 660-012-0910, and will coordinate with Salem regarding local adopted plans and the identified preferred scenario. Salem shall work with ODOT, City of Keizer and Marion County on individual targets for different jurisdictions within the region, if the total GHG target (weighted average) meets the regional total. Such cross-region coordination is encouraged. The Parties agree decision making will be conducted according to the Governance Structure contained in the CFEC Work Program.

Deliverables:

Salem shall

- Provide comments and edits on draft documentation of PM metric, targets and associated data, due 20 business days following ODOT's issuance of NTP for this Task.
- Provide comments and edits on final documentation of PM metric, targets and associated data, due 10 business days following ODOT request.

Task 7 Preferred Scenario Reporting

ODOT and ODOT Consultant are responsible for development of a single preferred scenario report for the region consistent with the requirements in OAR 660-044-0110 for adoption within each impacted jurisdiction's comprehensive plan, as well as local and regional performance measures to track progress towards the target. Salem shall coordinate with ODOT and ODOT Consultant to develop the report. This task is anticipated to include working with ODOT, City of Keizer and Marion County on a final preferred scenario report for demonstrating compliance with state agency requirements. This task is also anticipated to include working with ODOT and ODOT Consultant to identify needs, process and timing for local acceptance of the preferred scenario report, and develop documentation and presentations for local planning commissions, advisory groups and other local needs.

Deliverables:

Salem shall

- Provide comments and edits on draft Preferred Scenario Report, due 20 business days following ODOT's issuance of NTP for this Task.
- Provide comments on final Preferred Scenario Report, due 10 business days following ODOT request.

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- Provide comments and edits on documentation and presentation materials in final format, due 10 business days following ODOT request.

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Agreement No. 73000-00023766

EXHIBIT B - COMPENSATION AND PAYMENT PROVISIONS (RESERVED)

Salem/ODOT
Agreement No. 73000-00023766

EXHIBIT C – INSURANCE (RESERVED)

Salem/ODOT
Agreement No. 73000-00023766

EXHIBIT D - SPECIAL TERMS AND CONDITIONS (RESERVED)

Salem/ODOT
Agreement No. 73000-00023766

EXHIBIT E - AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE (RESERVED)

EXHIBIT F - CONTACT INFORMATION

1. The Parties Contact Information is as follows:

a. ODOT's Contact:

ODOT's Project Manager for this Agreement is:

Name:	Brian Hurley
Address:	555 13 th St. NE Salem, OR 97301
Ph:	(503) 986-4398
E-mail:	Brian.j.hurley@odot.oregon.gov

b. City of Salem Contacts:

Salem's Project Manager for this Agreement is:

Name:	Julie H. Warncke, Transportation Planning Manager
Address:	Public Works Department 555 Liberty St SE, Suite 325 Salem, OR 97301-3515
Ph:	503-588-6211x7338
E-mail:	jwarncke@cityofsalem.net

2. Either Party may change the Project Manager designation during the term of this Agreement by promptly sending written notice (e-mail acceptable) to the other Party, with a copy to ODOT Procurement Office:

intergovernmental.agreements@odot.oregon.gov