

Salem Area Mass Transit District  
**BOARD OF DIRECTORS MEETING**

Thursday, August 24, 2017 at 6:30 PM  
 Courthouse Square – Senator Hearing Room  
 555 Court Street NE, Salem, Oregon 97301

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**AGENDA**

<b>A. CALL TO ORDER &amp; NOTE OF ATTENDANCE</b>	
<b>B. PLEDGE OF ALLEGIANCE</b> – Secretary Colleen Busch	
<b>C. ANNOUNCEMENTS &amp; CHANGES TO AGENDA</b>	
<b>D. PRESENTATIONS</b>	
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2. Legislative Update by Dale Penn II, CFM Strategic Solutions .....	1
<b>E. PUBLIC COMMENT</b> - Each person’s comments are limited to three (3) minutes.	
<b>F. CONSENT CALENDAR</b>	
1. <b><u>Approval of Minutes [Action]</u></b>	
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**K. BOARD & MANAGEMENT ISSUES**

1. General Manager
2. Board President
3. Board of Directors

**L. ADJOURNMENT**

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**Next Regular Board Meeting Date: Thursday, September 28, 2017**

Regular Board meetings are televised and can be viewed on CCTV's website: [www.cctvsalem.org](http://www.cctvsalem.org).  
Go to [www.cherriots.org/board](http://www.cherriots.org/board) for an electronic copy of the Board's agenda packet.

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# Salem-Keizer Transit

Oregon Legislative Report

2017



**Submitted by**

**CFM Strategic Communications**

**August 2017**



## **SESSION SUMMARY**

With a near-supermajority in both chambers and control of the Governor's office, Democrats entered Oregon's 79<sup>th</sup> legislative session with high hopes and an ambitious agenda. Among the priorities: establishing rent control while limiting no-cause evictions, reforming the corporate tax structure, creating a massive transportation infrastructure spending package, protecting women's health equity access, passing a suite of public records reforms, mandating the phase-out of diesel engines utilized in on-road commercial vehicles, establishing predictive workweek scheduling for employees, closing the pay equity gap, creating a new paid family leave system and many others. Now that the session is in the rearview mirror, it is safe to say Democrats did not get everything they wanted, but walked away with a handful of major wins.

Following the resounding defeat of Measure 97 last year, which would have raised approximately \$3 billion per biennium by establishing a gross receipts tax on larger corporations, the legislature was staring down a \$1.8 billion budget hole. Through a combination of improved revenue forecasts, a new tax levied on hospitals and medical providers, and a series of cost-cutting measures, the legislature was able to close that gap without many of the painful cuts that insiders predicted. While Democrats pushed hard for a comprehensive reform to the corporate tax structure in an effort to further fund services and provide budget stability going forward, Republicans and the business community were able to successfully stave off any proposals to do so.

From both a Democrat and Republican perspective, the passage of a landmark \$5.2 billion transportation package will be considered the overwhelming success of the 2017 legislative session. With funding for major projects across the state, road and bridge improvement and seismic stabilization, and statewide dedicated funding to bolster transit services, Oregonians will be seeing the tangible results of this bipartisan package for decades to come.

Nationally, the 2016 election will be remembered for the harsh, oftentimes personal attacks seen in the Presidential campaign. While that rhetoric has continued following Donald Trump's surprise victory, the Oregon legislature has long prided itself on the civility and bipartisanship that normally marks its activities. That civility held for much of the 2017 session, which was marked by long periods of inactivity, followed by a flurry of major legislation being passed in the waning hours.

However, the session was not without drama and infighting, and that included frustrations between House and Senate Democrat leadership boiling over in a public way at Sine Die. The Senate, frustrated with the House choosing not to



join them and work the weekend of July 4, decided not to wait for their colleagues to finish their agenda and ended legislative activities at 11:58 a.m. on July 7. After a period of confusion and awkward activity between the two chambers, the House continued working bills until 3:26 pm at which time they gaveled out, closing the 2017 legislative session.

Customarily, both Senate and House gavel out at the exact same time, with the double-doors of each chamber opening towards each other. This gesture points towards cooperation and camaraderie in fulfilling the people's work. Instead, the decision to end separately speaks volumes about the contentious nature evident in Oregon's Capitol this challenging legislative session.

As we turn the page on the 2017 session and begin to look towards the 2018 campaign season, the dominos are already beginning to fall. Labor Commissioner Brad Avakian has announced he will not seek re-election, and former House Majority Leader Val Hoyle (D-Junction City) has thrown her hat in the ring. House Republican Leader Mike McLane (R-Powell Butte) is being considered by the Trump Administration for the U.S. Attorney position in Oregon, and Governor Kate Brown tapped Rep. Ann Lininger (D-Lake Oswego) as a Clackamas County Circuit Court judge. Additionally, there will be a gubernatorial election, and several Republican legislators are rumored to be interested in running for the position.

While the next 35-day legislative session doesn't begin until February 5, 2018, there are several important dates that legislators will be marking on their calendars. The next revenue forecast, at which budget writers will learn the final dollar amount they will have for the upcoming biennium, will be released on August 23, 2017. The Legislature will convene for three days of hearings and meetings twice in the interim: September 18-20, 2017 and November 13-15, 2017.

### **Transportation Package - Overview**

Oregon lawmakers began the 2017 legislative session with the stated objective of finding bipartisan agreement on a massive funding package to address Oregon's aging infrastructure, reduce congestion and improve transit services in the state. The process would utilize the work and reports compiled from myriad previous efforts to guide the conversation.

Leading up to the 2017 session, legislative leadership formed the Joint Committee on Transportation Preservation and Modernization, consisting of 14 legislators, and co-chaired by four legislators: Senator Lee Beyer (D-Springfield), Senator Brian Boquist (R-Dallas), Representative Caddy McKeown (D-Coos Bay) and Representative Cliff Bentz (R-Ontario). The committee spent the interim



touring the state, hearing from citizens about the transportation needs in their respective communities.

The committee and its topic-specific subcommittees (transit, accountability, congestion, etc.) met regularly after-hours and offered stakeholders an opportunity for direct conversation with the legislators responsible for crafting the separate components of HB 2017. Each of the workgroups presented their findings to the full committee, which provided an open and transparent opportunity for other legislators to debate the overall package.

Out of those presentations, four major transportation-related funding sources emerged: a fuel tax that would be constitutionally mandated to be spent on roads and bridges, an increase to vehicle registration and title fees, a privilege tax on new vehicle sales and a statewide employee-paid payroll tax dedicated to funding increased transit operations in the state. Congestion tolling around Portland also made its way into the final legislation.

Late in session, Governor Brown's office took over final negotiations to ensure a compromise agreement between environmental advocates and Republican lawmakers on the controversial low-carbon fuel standards. Republican legislators were adamant that no package would be approved without some form of mitigation on expected one-year fuel tax increases resulting from 2015's low-carbon fuel standards legislation. With a deal finally struck, the last and strongest barrier for passage was eliminated.

HB 2017 received overwhelming support from lawmakers on the joint committee and passed to the House and Senate floor with only two "no" votes. During the House floor debate, Rep. Bentz compared the need for the bill to a heart attack that he recently suffered, arguing that if we wait too long to do this and ignore the signs of infrastructure distress, it will be too late. Due to strong advocacy, it passed both chambers with overwhelming support, easily meeting the three-fifths majority required for revenue-raising measures.

Representative Julie Parrish (R-West Linn) was the only legislator to speak against the bill on the House floor. Insiders fear that her opposition, or opposition from other stakeholders, may result in a ballot referral post-session. If a referral is successful, it will eliminate years of cooperative work by a host of stakeholders and stymie future attempts at such compromise legislation. Supporters of the bill are preparing to defend against any such opposition and have worked out a strategic plan to combat a referral.

### **Revenue Reform**

Last year, Oregon voters soundly rejected Measure 97, which would have created a gross receipts tax on certain corporations with more than \$25 million in



sales and raise around \$3 billion per year. It was the most expensive ballot measure in state history, with a total of over \$47 million raised on both sides of the initiative.

In response to that failure, legislative leadership sought to find a compromise solution to raise new revenue to pay for additional services, education and public safety. Sen. Mark Hass (D-Beaverton) was chosen to lead this effort, mainly due to his key role in previous attempts to reform Oregon's tax code to head-off the contentious ballot fight. The Joint Committee on Tax Reform, a bipartisan joint legislative committee, was formed and consisted of Senators and Representatives from both political parties. They met regularly throughout session to develop a solution to reform Oregon's tax code and raise additional revenue for vital state services.

The basic outline for their conversations focused on the creation of a Corporate Activities Tax (CAT) on a broad base of businesses, the elimination of the corporate income tax to break down tax loopholes and simplify the system, and a reduction of the personal income tax to help address the regressive nature of the tax.

The CAT proposal, made public late in session, would have impacted different industries at different levels. For example, the retail trade industry was taxed at a different percentage of sales over \$3 million than the natural resource industry or the wholesale industry. This was an attempt to address controversy around low-margin industries and the impact a CAT can have on their bottom line. However, opposition to the plan continued to grow while supporters argued for higher tax rates and less concessions to businesses, leading to further division among the committee. Any revenue-raising tax legislation must originate in the House of Representatives and it must pass with a super-majority vote of the chambers, meaning 36 out of 60 Representatives and 18 out of 30 Senators. Democratic leaders would need several Republican votes to be successful in any such endeavor.

In the Joint Tax Reform Committee's 16 meetings, it debated nearly 20 different versions of tax reform but failed to find consensus by the close of session. Ultimately, on June 22, the death knell for tax reform came in a joint letter by Senate President Peter Courtney (D-Salem), Speaker of the House Tina Kotek (D-Portland) and Governor Kate Brown indicating failure to secure the necessary support for the proposal and a promise to take up the issue in 2019.

Before the next long session, Oregon will face a general election when at least one, and possibly more, ballot measures seeking to raise revenue will be before voters. The Oregon Education Association has already submitted a constitutional initiative that would alter the voting requirements for revenue raising measures



which tax corporations, eliminating the super-majority votes needed for tax bills. CFM expects other initiative petitions to drop dealing with tax reform, revenue raising and corporate accountability in the coming months and will report on their impact as they occur.

### **Labor & Business**

With Democrats in charge, and powerful unions backing their agenda, it has become typical to pass major labor legislation during Oregon's recent legislative sessions. In 2015, a bill mandating businesses to cover paid sick leave was passed and in 2016, a bill to raise the minimum wage incrementally each year until 2023 was signed into law.

The 2017 session was no different and saw leaders move legislation forward that sought to address pay equality standards (HB 2005) and predictive scheduling (SB 828). Proponents of both pieces of legislation were forced to compromise on key components in order to secure votes. We expect additional business and labor legislation on these issues and others in 2018's short session. A failed attempt at passing a paid and family medical leave insurance fund (HB 3087) will see an interim work group and another swipe at the issue next year.

### **SKT Session Activities**

The 2017 legislative session yielded some significant victories and disappointing losses for Salem-Keizer Transit. While continuation of the State Employee Bus Pass Program ran into funding challenges and the Energy Incentive Tax Credit (EITC) program fixes were unable to move due to a lack of tax reform, SKT and CFM were able to secure historic wins with the transit component of the 2017 transportation package.

### **Transportation Package – SKT Impact**

SKT and CFM played a key role in shepherding the historic transportation package through session, working collaboratively with transit stakeholders in the Oregon Transit Association and Salem-area lawmakers. Without the strong support and advocacy from SKT, HB 2017 would have had a much more difficult time getting across the finish line. In particular, the testimony from General Manager Allan Pollock and transit rider Marja Byer won over legislative cynics with their accurate, honest responses to questions around tax impacts and service enhancement needs.

SKT and CFM met with human services advocates prior to session to discuss how transit investments in a final package would yield positive service and lifestyle options for low-income and other vulnerable populations across the state. That perspective was vital in showing legislative leaders that there was





broad, far-reaching support for the package among human services advocates and disparate organizations.

The question of whether HB 2017 adequately addressed issues around equity, access and regressivity for vulnerable populations was front and center with lawmakers going into the legislative session. Would they be able to craft a package that brought everyone to the table and managed to provide enough positive investments to offset the added tax burden necessary to address congestion, infrastructure development and transit access? SKT and CFM worked diligently with advocates and organizations to provide that support throughout session via testimony, letters, emails, calls and grassroots outreach.

Besides the efforts with advocates, SKT and CFM utilized existing relationships within leadership offices to educate lawmakers on the tangible benefits a statewide transit funding source would bring to the Salem-Keizer service area. SKT provided a strong message that a new payroll tax dedicated to transit would allow it to start providing weekend and later evening service, once the revenue stream was in place. That key argument was sometimes easier to understand than simply arguing that expanded service or new routes would make their way to citizens.

SKT and CFM will need to continue to work during the interim on the public outreach and education effort. This will allow us to meet the accountability standards of HB 2017 while working collaboratively with the community to identify the enhanced services they most need.

### **Senior/Disabled Transit Funding**

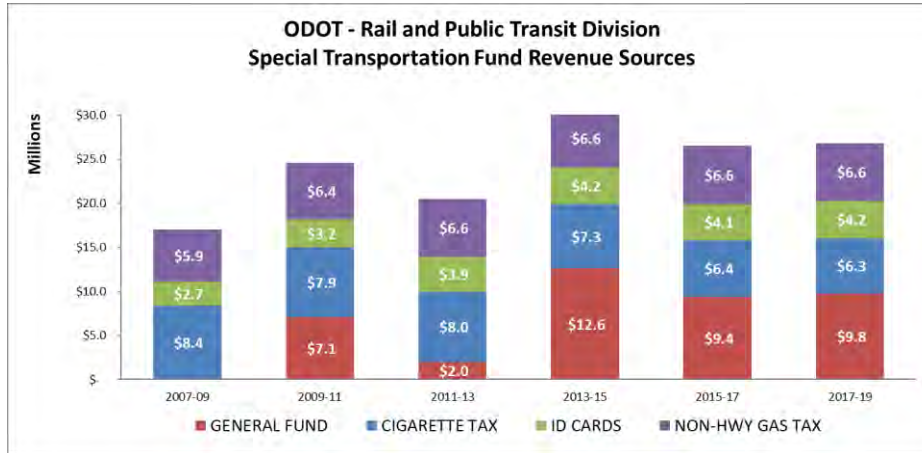
SKT and CFM, working with transit advocates, succeeded several years ago in altering the senior medical tax deduction, yielding substantial revenue savings to the state of Oregon. The agreement between legislative leaders and senior advocates resulted in roughly \$20 million in savings being redirected towards investments to senior and disabled transit in the 2013-2015 and 2015-2017 legislative cycles. Our goal going into the 2017-2019 budget negotiations was to ensure that funding continued at similar levels.

Our challenges were substantial – with the state facing a \$1.8 billion budget gap heading into session, how could we hold this legislative body to an agreement made nearly four years prior? In addition, how could funding not be swept to pay for other necessary programs like K-12 education or medical care for vulnerable populations?

Understanding the vital need for senior/disabled transit funding across the state, ODOT also understood this dilemma. The answer to our concerns was to attempt to have senior/disabled transit funding resulting from the “senior promise” added

to the baseline budget for the agency going forward. While no guarantee of future funding, it would provide a certain layer of protection from the general fund dollars being swept for other purposes. Late in session, we received confirmation that the amount of money going towards senior/disabled transit would be at comparable levels and was “baked into” the baseline ODOT budget. However, it is going to be an issue we need to continue monitoring and advocating in support of in the future.

Below is a graph showing the Special Transportation Fund Revenue sources over the past few biennia as a comparison. The general fund dollar amounts from 2013 onwards are a result of the legislature allocating funding for senior/disabled transit investments.



As the graph shows, transit received drastically lower allocation of general fund dollars in 2011-2013. Our successful changes to the medical tax deduction in late 2013 resulted in an influx of roughly \$10.6 million during the 2013-2015 biennium. Our coalition of stakeholders secured around \$9.4 million in 2015-2017 and \$9.8 million in 2017-2019.

The good news is that while the Governor's Recommended Budget, released in late 2016, contained a 17% reduction in GF to senior/disabled transit, advocacy efforts were able to reduce that negative impact by the end of session. Looking at the investment dollar amount (year to year), there is a slight increase, from \$9.4 million in 2015-2017 to \$9.8 million in 2017-2019. While this doesn't address inflation and other increasing costs, the amount of money secured for senior/disabled transit in 2017-2019 is a significant success, considering the revenue and budget problems facing the state this session.

SKT and CFM will continue our work with senior advocates through the interim, identifying ways and opportunities with the potential to allocate additional funding to this much-needed program area.



### **State Employee Bus Pass Program**

In 2016 SKT and CFM succeeded, despite significant budget concerns, in restarting the State Employee Bus Pass Program (SEBP) with an initial investment of state capital. We understood that ongoing funding would be contingent upon successful advocacy efforts, the utilization of strong data and effective education for lawmakers. We also understood that some factors remained out of our control – namely, intractable political opposition to the idea from opponents, budgetary constraints and the larger conversation of transit investments from the transportation package.

During the 2016 session floor debate on this issue, Senate President Peter Courtney, the SEBP's chief proponent and staunchest supporter, received negative criticism from political opponents around the President's desire to spend state funding on this issue versus K-12 education or other respectable and vital programs. Our efforts focused on attempting to protect against those types of comments in the future by educating opposing legislators on the benefits of the program.

Another challenge facing the program's continuation was the budget problems lawmakers grappled with heading into session. With a \$1.8 billion budget deficit, agencies were asked to cut 5-12% of their baseline budget in preparation for the Governor's Recommended Budget, released in late 2016. Despite our success in getting the SEBP secured in the baseline budget, DAS was forced to cut the program due to the reduction requirements. We met with dozens of lawmakers to educate them on the benefits of the program versus the budget impact and the positive relation to ridership if it continued. Additionally, we argued that the state should be leading the private sector in its acceptance and sponsorship of these types of programs – incentivizing businesses to provide easier and cheaper transit options for their workers to reduce greenhouse gas emissions and congestion.

Finally, negotiations around HB 2017 changed the entire conversation on additional transit investments for SKT. While Salem-area lawmakers continued their strong and ongoing support for the program, SKT has a finite amount of political capital to utilize during a single session. Eventually, a decision was made to focus all efforts and requests of our elected leaders to pushing forward HB 2017, which contained the dedicated transit funding the industry has been clamoring for over the past few decades. That final push late in session reduced advocacy efforts in support of the SEBP continuing via a funds transfer in one of the final budget bills of the year.

At that point, efforts began to focus on 2018 and beyond for the possibilities of continuing the program.



### **Energy Incentive Tax Credit – HB 3032**

SKT was one of the first entities to identify the problems facing organizations which obtained an EITC after investing in energy-saving projects between 2011 and 2014. During that time, tax credits were valued based on a formulary that did not adequately consider the level of inflation and interest during the height of the economic recession recovery period. The result were tax credits that were deemed “unsaleable” due to their low transfer rates.

In late 2015, SKT and CFM began meeting with other stakeholders to build a coalition to advocate for a fix to this problem. The effort faced two significant and daunting challenges – the continued political fallout from the Department of Energy’s (DOE) handling of the tax credits resulting in negative press on the issue and the revenue impact changing the formulary would cause the state during a budget crisis.

SKT and CFM worked with colleagues at the League of Oregon Cities (LOC), the Association of Oregon Counties and the City of Portland to develop a long-term strategy through 2016 and 2017 to change the law around tax credits. During the interim, we met with all members of the Finance and Revenue Committees in both the House and the Senate, along with dozens of lawmakers and leadership members to plead our case.

At the same time, a legislative committee focused on the DOE and it’s handling of the tax credit issue (among other subjects) was meeting regularly to dive into what went wrong with the agency and identify ways to fix the problems. SKT and CFM attended those meetings and provided regular testimony with LOC lobbyists on methods to address the needs of stakeholders burned by the formulary calculation. Ultimately, legislators agreed that this issue needed to be addressed and sponsored several pieces of legislation with the goal of fixing the EITC problem for SKT, LOC, AOC and others.

During this time and throughout session, news articles were released that continued to create problems for lawmakers interested in tackling the issue. While there was interest from both parties and in both chambers, the regular negative news stories around the DOE and the public perceptions on the tax credit program created barriers to success every time they showed up in the paper or on the news.

Additionally, the revenue impact for HB 3032 (our identified vehicle) was significant. To make the necessary changes to fix SKT’s issues (along with other stakeholders with tax credits impacted by the formulary calculation), Oregon’s revenue would have seen an estimated \$44 million reduction over three biennia. Working with legislators and our coalition, we amended the bill to apply to a very narrow set of entities, reducing the impact to a more manageable \$4-6 million per



biennium. That would have allowed SKT to transfer its existing two credits over a five-year period without any penalty or expiration of tax credit.

Despite legislative hearings where testimony was provided, outreach efforts to lawmakers throughout session and a strong coalition of entities fighting for HB 3032, ultimately the revenue picture was too grim and legislators were unable to secure a fix for our issue during the 2017 session. We were assured that if revenue reform had occurred, our issue was one of a select few that would have had a chance at being funded and addressed. However, due to a breakdown in revenue discussions, that did not occur.

CFM will continue to meet with legislators throughout the interim on this issue and strategize about the potential to bring this back in 2018.

### **Interim Activities**

In preparation for the 2018 Legislative Session, which begins in early February of 2018, CFM will meet with SKT leadership to develop an interim work plan that takes into account the following issues.

- **HB 2017 Implementation**
  - Ensure SKT is poised to secure an appropriate funding level from the payroll tax component.
  - Monitor and provide feedback on the Department of Revenue implementation of the payroll tax collection mechanism.
  - Assist in the development of an advisory committee at SKT to adhere to the metrics and accountability requirements of HB 2017.
- **Stakeholder Engagement**
  - Continue to work with OTA and other transit advocates on legislative priorities heading into 2018.
  - Enhance relationships with key community leaders and groups.
- **State Employee Bus Pass**
  - Develop a sound legislative strategy to secure additional funding to restart the program in 2018 and beyond.
- **Energy Incentive Tax Credit Program**
  - Work with stakeholders to develop a strategy to address this issue in 2018 or 2019.
- **Monitor Legislation Development**
  - Work with stakeholders, legislators and agency staff to identify legislation as it is developed for 2018's session.

This is not an exhaustive list and CFM expects to add other issues to this grouping once we sit down and develop our priorities.



## **SKT Bill Summaries**

### **HB 2215**

**Summary:** Establishes the Oregon Right to Rest Act. Makes the violation an unlawful practice enforceable by the Commissioner of Bureau of Labor and Industries or by civil action.

**Outcome:** In committee upon adjournment.

### **HB 2470**

**Summary:** Requires an urban renewal agency to exercise its powers by the board including one member representing each taxing district other than the municipality with jurisdiction in the municipality that activates the agency. Requires approval of the urban renewal plan by all municipalities and taxing districts with jurisdiction in the urban renewal areas included in the plan before the municipality may approve plan. Provides that certain tax abatement programs apply only to property taxes imposed by the taxing districts that elect for them to apply. Takes effect on 91st day following adjournment sine die.

**Outcome:** In committee upon adjournment.

### **HB 3203**

**Summary:** Requires a contracting agency to perform an analysis to determine whether constructing a public improvement with the contracting agency's own equipment and personnel will result in the least cost to the contracting agency. Specifies the elements of the cost analysis. Requires the contracting agency to file the analysis with the Commissioner of Bureau of Labor and Industries. Specifies the threshold at which the estimated cost of constructing the public improvement triggers the requirement to perform the analysis. Requires the Bureau of Labor and Industries every four years beginning in 2021 to review the methodology for calculating the costs and threshold amount at which the contracting agency must prepare the specifications and cost estimates for the public improvement. Requires the commissioner to investigate the contracting agency's alleged violation of the Act in response to a complaint from a construction contractor or trade association that represents construction contractors or if the commissioner discovers or has reason to believe that a violation of the Act has occurred unless the commissioner reasonably concludes that facts alleged do not constitute a violation or that the



complaint was frivolous or was filed to harass the contracting agency or for purposes other than to enforce the requirements of the law. Requires a contractor or trade association to pay a filing fee of \$250 to submit a complaint. Permits the commissioner to require the contracting agency to negotiate and enter into an agreement to comply with the requirements of the Act if the commissioner finds that the contracting agency has violated the Act within previous five years and to enter final order that sets forth the terms of agreement between the contracting agency and a construction contractor or trade association. Permits party to agreement with a contracting agency made in accordance with the order of the commissioner to submit a complaint asking the commissioner to enforce the agreement. Requires the commissioner to investigate the complaint and, if the commissioner finds substantial evidence of a violation, to issue an order to cease and desist from the violation or to conduct contested case hearing. Permits the commissioner to impose a civil penalty of not more than \$5,000 on a local contracting agency that the commissioner finds has violated the Act or breached the agreement, or a civil penalty of \$20,000 if the commissioner finds that the violation was willful. Permits a contractor or trade association to bring action to enforce the cease and desist order. Becomes operative January 1, 2018. Takes effect on 91st day following adjournment sine die.

**Outcome:** Awaiting Governor's signature.

### [HB 3093](#)

**Summary:** Requires a transportation network company or other employer to conduct or have other person conduct a test to determine whether an individual that transportation network company or other employer intends to engage as a participating driver has used or is using a controlled substance. Prohibits a transportation network company from permitting an individual to connect to the digital network and accept requests for prearranged rides and prohibits employer from permitting or directing the individual to accept requests for prearranged rides if the individual has used or is using controlled substance. Requires the Director of Transportation to adopt rules to specify standards for conducting and interpreting results of the test. Permits the director to impose a civil penalty on a transportation network company or other employer that fails to conduct the test, permits an individual to connect to a digital network for the purpose of accepting requests for prearranged rides or permits or directs an individual to accept prearranged rides. Becomes operative January 1, 2018. Takes effect on 91st day following adjournment sine die.



**Outcome:** In committee upon adjournment.

### **HB 3043**

**Summary:** Requires a transportation network company or other employer to conduct or have other person conduct a criminal records check to determine whether an individual that the transportation network company or other employer intends to engage as a participating driver has committed certain criminal violations. Prohibits a transportation network company from permitting an individual to connect to a digital network and accept requests for prearranged rides from riders if the individual has committed specified criminal violations. Permits the Director of Transportation to impose a civil penalty on transportation network company or other employer for each instance of violation of the Act.

**Outcome:** In committee upon adjournment.

### **HB 3045**

**Summary:** Requires a transportation network company to make certain disclosures to participating drivers. Specifies the automobile insurance coverage requirements for participating drivers. Permits insurers to exclude coverage for activities in which an individual engages as a participating driver. Permits the Director of Department of Consumer and Business Services to impose a civil penalty on a transportation network company or participating driver who fails to maintain the required automobile insurance policy or fails to comply with other provisions of the Act.

**Outcome:** In committee upon adjournment.

### **HB 3424**

**Summary:** Requires a person that engages in business as a transportation network company in this state to obtain a license from the Department of Transportation. Requires the department to establish a licensing program by rule and specifies the conditions for obtaining license. Requires a transportation network company to create and maintain certain records and to provide the records to the department each calendar quarter. Requires a transportation network company to provide the records without disclosing personally identifiable information of riders or participating drivers. Establishes the Transportation Network Company Driver Transition Fund. Requires a transportation network





company, as a condition of obtaining license, to pay annually into the fund an amount the department specifies by rule. Requires the department to establish by rule a grant program for participating drivers who separate from a transportation network company because of automation or because the transportation network company no longer requires the participating drivers' services. Requires the department to establish eligibility criteria for receiving assistance from the fund, amount and duration of assistance and other aspects of participation in the program. Becomes operative on January 1, 2018. Declares emergency, effective on passage.

**Outcome:** In committee upon adjournment.

### **HB 3246**

**Summary:** Requires a transportation network company that operates in this state to obtain a license from the Department of Consumer and Business Services. Requires the department to establish a licensing program by rule and specifies the conditions for obtaining the license. Requires a transportation network company to keep certain records and to make certain disclosures to participating drivers and riders. Requires a transportation network company to conduct a criminal background check on individuals who apply to become participating drivers and to deny applications based on specified criteria. Treats participating drivers as independent contractors under specified circumstances. Requires a transportation network company to adopt, and oblige participating drivers to follow, certain policies. Specifies automobile insurance coverage requirements for participating drivers. Permits insurers to exclude coverage for activities in which an individual engages as a participating driver. Permits the department to inspect annually random sample of records that a transportation network company maintains. Permits the department to impose a civil penalty for a violation of provisions of the Act. Becomes operative on January 1, 2018. Takes effect on 91st day following adjournment sine die.

**Outcome:** In committee upon adjournment.

### **HB 2717A**

**Summary:** Increases the penalties for assault committed against a public transit employee if the employee is assaulted while acting within their scope of employment. Punishes by maximum of five years' imprisonment, \$125,000 fine, or both.



**Outcome:** In committee upon adjournment.

### [HB 2745](#)

**Summary:** Authorizes certain intergovernmental entities created to operate, maintain, repair and modernize nonrail transportation facilities to impose property taxes in support of those purposes, or issue general obligation bonds supported by property tax revenues, if the entity obtains the approval of governing bodies of the affected cities and counties in entity territory. Permits an intergovernmental entity to divide the territory of the entity into zones in which different tax rates are to be imposed, if the different tax rates are based upon qualitative differences in services provided by entity. Requires an intergovernmental entity to obtain voter approval of measures authorizing bond issuance, imposing taxes or establishing tax zones within entity territory. Directs the entity to establish transit advisory councils, maintain communication with affected local governments and to perform specified annual reporting and auditing. Takes effect on 91st day following adjournment sine die.

**Outcome:** Chapter 425, 2017 Laws. Effective date 90 days after Sine Die.

### [SB 357](#)

**Summary:** Modifies penalties for the crime of interfering with public transportation.

**Outcome:** Chapter 454, 2017 Laws. Effective date January 1, 2018.

### [HB 3032](#)

**Summary:** Requires the value of transferable tax credit to be lower of value determined at the time of application for preliminary certification or at time of final certification. Applies to tax credits transferred on or after effective date of the Act. Extends the availability of tax credit on basis of the date by which taxpayer receives preliminary certification. Takes effect on 91st day following adjournment sine die.

**Outcome:** In committee upon adjournment.

### [HB 2755](#)

**Summary:** Requires the value of a transferable tax credit to be determined during calendar quarter in which an agreement is reached to



transfer the credit. Applies to tax credits transferred on or after the effective date of the Act. Takes effect on 91st day following adjournment sine die.

**Outcome:** In committee upon adjournment.

### [HB 2759](#)

**Summary:** Prohibits the transfer of an energy-related tax credit held by a tax-exempt or governmental entity. Provides for purchase by the State Department of Energy of a credit held by a tax-exempt or governmental entity. Applies to tax years beginning on or after January 1, 2017. Takes effect on 91st day following adjournment sine die.

**Outcome:** In committee upon adjournment.

### [SB 9](#)

**Summary:** Provides that directors of certain mass transit districts are appointed by the Governor instead of elected. Eliminates restrictions on the methods of financing for certain mass transit districts. Provides that current directors continue to serve until the expiration of their terms, unless earlier discharged by the Governor.

**Outcome:** In committee upon adjournment.

### [SB 10](#)

**Summary:** Provides that directors of certain mass transit districts are appointed by the Governor instead of elected. Eliminates the restrictions on the methods of financing for certain mass transit districts. Provides that current directors continue to serve until the expiration of their terms, unless earlier discharged by the Governor.

**Outcome:** In committee upon adjournment.

### [HB 3121](#)

**Summary:** Requires the Governor to consult with a metropolitan planning organization before appointing a director to the board of certain mass transit districts. Increases the number of directors on the boards of directors of certain mass transit districts to 11 from seven. Establishes



knowledge and experience requirements for additional directors. Declares emergency, effective on passage.

**Outcome:** In committee upon adjournment.

# State Government Affairs Report

Salem-Keizer Transit  
August 24, 2017



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## CFM – State Affairs Team

**State Affairs Team**  
Dale Penn  
Tess Milio  
Zack Reeves



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## 2017 Overview

<b>Budget Deficit</b>	<ul style="list-style-type: none"><li>Started session with \$1.8 billion deficit</li><li>Impacted all program areas/agencies</li></ul>
<b>Transportation Package</b>	<ul style="list-style-type: none"><li>Months of stakeholder meetings in preparation</li><li>Bi-partisan success</li><li>Historic transit investments</li></ul>
<b>Revenue Reform</b>	<ul style="list-style-type: none"><li>M97 failure set tone</li><li>Legislators failed to secure changes</li><li>Politically charged conversation</li></ul>

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### SKT Legislative Priorities

-  Transportation Package
-  Continuation of State Employee Bus Pass Program
-  TAX CREDIT  
Transferability of Existing and Expiring Energy Incentive Tax Credits
-  Senior/Disabled Transit Investments

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### HB 2017 - Transportation Package Road to Success



**2015 Package Failure**

- Conversations laid groundwork for future work
- Transit investment lacking, did not involve SKT or other providers

**2016 Interim Discussions**

- Joint Committee
- Gov's Transportation Vision Panel

**2017 Committee Work**

- Weekly Meetings – Subcommittees
- Key Barrier Issues - LCFS, Regressivity/Equity, Urban/Rural Divide, Gas Tax Increase, etc.
- Referral?

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### HB 2017 - Transportation Package

#### Major Components

- \$5.3 billion over six years
- Transit Investment – Payroll Tax
- Up to 10-cent Gas Tax hike
- Vehicle Registration Fee Increase
- 0.5% Privilege Tax on New Car Sales
- OTC Restructuring
- Connect Oregon Changes
- Congestion Relief - Tolling

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### HB 2017 – Transit Investments

**One-Tenth of One Percent Payroll Tax**

- 90% to transit providers
- 5% will support a Connect Oregon-like grant program
- Accountability metrics will be required
- Not an entitlement – have to continually show service value
- Tax collection begins July 1, 2018
- Estimated first grants awarded – January 1, 2019

**SKT Impact**

- \$7.386 million in 2018-2019 biennium
- Total over 9 years - \$85.762 million (\$9.4 million/year avg)

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### STIF – Statewide Improvement Fund Implementation

**Rule Making Start-up – July through October, 2017**

- STIF work plan, stakeholder engagement, communication plan, etc.

**Develop Rules – August, 2017 through July, 2018**

- Draft elements of 90% formula, 5% discretionary fund and 4% intercity formula program

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### State Employee Bus Pass Program

Interim work focused on legislator awareness, education, utilizing data from first six months

Governor's Recommended Budget contained substantial DAS reductions, including SEBP

HB 2017 and transit investments changed conversation

Investigating options for 2018 continuation

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## Energy Incentive Tax Credit

Interim – worked with stakeholders to testify, educate lawmakers and lobby legislative leadership on fix

HB 3032 – introduced at our request, received hearing

- Amended bill to only impact non-profits, government entities
- Conceptually supported by overwhelming numbers
- Budget concern - \$4-6 million/biennium impact

Issue continues to receive negative public reaction due to DOE mismanagement and press attention

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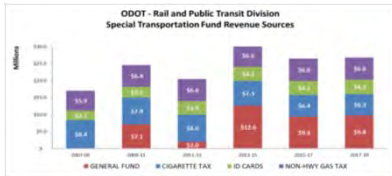
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## Senior/Disabled Transit Funding

- Senior Promise - Changes to senior medical tax deduction in 2013 yielded investment dollars
- Going forward, built into ODOT budget. \$9.8 million this cycle
- GF allocation under intense scrutiny and may not be available in future




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## Looking Ahead

- **Interim**
  - Issue identification, data and analytics and communication strategy
  - Legislator outreach
  - State Employee Bus Pass Program
  - Implementation of HB 2017
  - SB 10
  - Local community relationships – City of Salem transit committee, etc.
  - CMAQ funding monitoring
  - TNC legislation in 2018

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### 2017/2018 Political Outlook

- 2018 Legislature** • Short session – 35 days, begins in February
- Potential Referrals and Ballot Measures** • HB 2391 - Health Care Provider Tax  
• HB 2017 - Transportation Package
- 2018 Gubernatorial Race** • Governor – Rep. Knute Buehler (R-Bend) challenging Gov. Brown, maybe others
- Legislature** • R's, with coordinated business support, will endeavor to narrow current gap in House (35 D vs 25 R)  
• Several seats open or swing in Senate (17 D vs. 13 R)

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**Salem Area Mass Transit District  
BOARD OF DIRECTORS**

**July 27, 2017**

**Index of Board Actions**

<u>Action</u>	<u>Page</u>
Moved to approve the Consent Calendar: .....	<b>2-3</b>
1. <u>Approval of Minutes</u>	
a. Special Board Meeting of June 12, 2017	
b. Regular Board Meeting of June 22, 2017	
Moved to accept the FY2017 preliminary year-end financial report as presented.	<b>3</b>
Moved to adopt Resolution No. 2017-10 to create Policy 118 “Core Network” to establish a core network of bus service corridors in Salem and Keizer that represents the highest priority for service run by Salem Area Mass Transit District. ....	<b>4</b>
Moved to approve the Route 2X – Grand Ronde / Salem Express Title VI Equity Analysis for the Route 2X removal to go into effect January 2, 2018. ....	<b>4</b>
Moved to approve the Title VI Equity Analysis for the Route 15X – Airport Road Park & Ride Express removal to go into effect September 5, 2017. ....	<b>5</b>
Moved to approve the removal of Routes 2X Grand Ronde/Salem Express and Route 15X Airport Road Park & Ride Express, to take place on January 2, 2018 and September 5, 2017, respectively. ....	<b>5</b>
Moved to cast a unanimous ballot for the slate of officers nominated – President: Robert Krebs; Vice-President: Steve Evans; Treasurer: Marcia Kelley; Secretary: Colleen Busch. ....	<b>6</b>

Regular Board meetings are video recorded and are available  
for viewing on the CCTV website at [www.cctvsalem.org](http://www.cctvsalem.org).



Salem Area Mass Transit District  
BOARD OF DIRECTORS

July 27, 2017  
Courthouse Square – Senator Hearing Room  
555 Court Street NE, Salem, Oregon 97301

**MINUTES**

<b>Board</b>	President Robert Krebs; Directors Doug Rodgers, Steve Evans, Jerry Thompson, Kathy Lincoln, and Marcia Kelley (arrived at 7:20 PM);
<b>PRESENT:</b>	<b>ABSENT:</b> Colleen Busch
<b>Staff</b>	Allan Pollock, General Manager; Steve Dickey, Director of Transportation Development; David Trimble, Chief Operating Officer; Paula Dixon, Director of Administration; Patricia Feeny, Director of Communication; Linda Galeazzi, Executive Assistant; Chris French, Senior Planner; Chip Colby, Information Technology Manager; Ben Fetherston, SAMTD Legal Counsel
<b>Guests</b>	Keri Peck, citizen

- A. CALL TO ORDER AND NOTE OF ATTENDANCE** **6:30 PM**  
President Krebs called the meeting to order and a quorum was present.
- B. PLEDGE OF ALLEGIANCE** **6:31 PM**  
President Krebs led the Pledge of Allegiance.
- C. ANNOUNCEMENTS AND CHANGES TO THE AGENDA - None** **6:31 PM**
- D. OATH OF OFFICE** **6:33 PM**  
Newly-elected Board member Doug Rodgers, representing Subdistrict #4, and re-elected Board member, Robert Krebs, representing Subdistrict #6 were administered the oaths of office by Notary Public, Linda Galeazzi.
- E. PUBLIC COMMENT** **6:35 PM**  
**Keri Peck** (address on file) spoke about the regional bus pass limitations. He rides the fixed route service and Cherriotics Regional service to Silverton.
- F. CONSENT CALENDAR** **6:38 PM**  
**Motion:** **Moved to approve the Consent Calendar:**  
**2. Approval of Minutes**  
**a. Special Board Meeting of June 12, 2017**



**b. Regular Board Meeting of June 22, 2017**

**Motion by:** Director Jerry Thompson  
**Seconded:** Director Steve Evans  
**Discussion:** No items were deferred from the Consent Calendar.  
**Vote:** Motion passed (5) Thompson, Evans, Rodgers, Lincoln, Krebs

**G. ITEMS DEFERRED FROM THE CONSENT CALENDAR - None**

**H. ACTION ITEMS**

**1. Accept Annual Preliminary Year-End Financial Report for FY2017 6:39 PM**

**Staff report:** Pages 13-22 of the agenda  
**Presenter:** Paula Dixon, Director of Administration  
**Motion:** Moved to accept the FY2017 preliminary year-end financial report as presented.  
**Motion by:** Director Kathy Lincoln  
**Seconded:** Director Doug Rodgers  
**Vote:** Motion passed (5) Thompson, Evans, Rodgers, Lincoln, Krebs

**2. Adopt Resolution No. 2017-10 to Establish the Core Network Policy #118 6:42 PM**

**Staff report:** Pages 23-34 of the agenda  
**Presenter:** Chris French, Senior Planner  
**Discussion:** Director Rodgers noted the discussion they had at the July 10<sup>th</sup> work session about a section between Liberty and Madrona being added. He said it was a good idea even though it wasn't in his Subdistrict.  
Director Lincoln asked if the Board was adopting a core network even though they had not had a public hearing. Mr. French explained that they were establishing a policy for a core network. A public hearing would be needed if corridors were being changed; however, no corridors have been changed.  
Director Lincoln asked if staff had worked with the City to know if the core is where expected development will be. She asked specifically about the Fairview Industrial area. Mr. French said that staff gathered historic and current ridership, the comprehensive plans and the street classifications for both Salem and Keizer. The core network focuses on high density, retail and the plans that Salem and Keizer have for development in the future. Staff did discuss the Fairview area with the



City and received affirmation for keeping the service as is. The Fairview Industrial Park area has lots of parking lots, and a very low population for ridership and development at this time.

Mr. Pollock advised that as development and patterns change, the Board can modify the policy to add or remove corridors. A public hearing will be necessary when changes are made to the service on the core network.

**Motion:** **Moved to adopt Resolution No. 2017-10 to create Policy 118 “Core Network” to establish a core network of bus service corridors in Salem and Keizer that represents the highest priority for service run by Salem Area Mass Transit District.**

**Motion by:** **Director Steve Evans**

**Seconded:** **Director Doug Rodgers**

**Vote:** **Motion passed (5) Thompson, Evans, Rodgers, Lincoln, Krebs**

**3. Approval of the Title VI Equity Analysis for the Removal of Route 2X Grand Ronde/Salem Express, Effective January 2, 2018 6:55 PM**

**Staff report:** Pages 35-56 of the agenda

**Presenter:** Chris French, Senior Planner

**Discussion:** In response to a question asked by Director Rodgers about how Route 2X is subsidized, Mr. Pollock said the District did not have a budget for this service. The service was paid for by the Confederated Tribes of Grand Ronde (CTGR) through federal grants. The District was contracted by the CTGR to provide the service.

Mr. French said the CTGR put out an RFP for bids to provide the service. The District did not bid on the service; however, the District will continue their current service until January 2018.

**Motion:** **Moved to approve the Title VI Equity Analysis for the Route 2X - Grand Ronde / Salem Express removal to go into effect January 2, 2018.**

**Motion by:** **Director Jerry Thompson**

**Seconded:** **Director Steve Evans**

**Vote:** **Motion passed (5) Thompson, Evans, Rodgers, Lincoln, Krebs**

**4. Approval of the Title VI Equity Analysis for the Removal of Route 15X Airport Road Park & Ride Express, Effective September 5, 2017 7:00 PM**

**Staff report:** Pages 57-96 of the agenda



**Presenter:** Chris French, Senior Planner

**Discussion:** President Krebs asked if a route will still go to the park & ride once the routes are adjusted. Mr. French said Routes #4 and #24 will be close, but will not deviate to the park & ride lot. People who parked at the Airport Road park & ride lot can go to the Market Street park & ride lot, where there is 15 minute service, to get to work.

Director Evans asked if people will be informed of this option. Mr. Pollock said that communication will come from the Department of Administrative Services (DAS).

Director Lincoln asked if the riders knew the route was cut because the State discontinued funding for it. Mr. Pollock said DAS sent a letter out to inform employees that it would no longer be in service.

**Motion:** Moved to approve the Title VI Equity Analysis for the Route 15X – Airport Road Park & Ride Express removal to go into effect September 5, 2017.  
**Motion by:** Director Steve Evans  
**Seconded:** Director Doug Rodgers  
**Vote:** Motion passed (5) Thompson, Evans, Rodgers, Lincoln, Krebs

**I. PUBLIC HEARING**

President Krebs opened the public hearing to receive testimony on the proposed elimination of Cherrriots Routes 2X Grand Ronde/Salem Express and Route 15X Airport Road Park & Ride Express, to take place on January 2, 2018 and September 5, 2017, respectively as was stated in the Public Hearing Notice in the Statesman Journal on June 26, 2017 and on page 97-99 of the agenda. There was no verbal testimony given. President Krebs advised that written testimony was emailed to the full Board by Jean Sherbeck, a member of the Special Transportation Fund Advisory Committee, and by this reference, will be entered into the record and made a part of these Minutes as Attachment A.

**J. DELIBERATION OF PUBLIC HEARING**

**7:06 PM**

**Motion:** Moved to approve the removal of Routes 2X Grand Ronde/Salem Express and Route 15X Airport Road Park & Ride Express, to take place on January 2, 2018 and September 5, 2017, respectively.  
**Motion by:** Director Kathy Lincoln  
**Seconded:** Director Jerry Thompson  
**Vote:** Motion passed (5) Thompson, Evans, Rodgers, Lincoln, Krebs



**K. INFORMATION ITEMS - None**

**L. ELECTION OF OFFICERS**

**7:09 PM**

- President:** Director Thompson nominated Director Krebs for President. There were no other nominations so nominations were closed.
- Vice President:** Director Thompson nominated Director Evans for Vice-President. There were no other nominations so nominations were closed.
- Secretary:** Director Lincoln nominated Director Busch for Secretary. There were no other nominations so nominations were closed.
- Treasurer:** Director Evans nominated Director Kelley for Treasurer. There were no other nominations so nominations were closed.
- Motion:** **Moved to cast a unanimous ballot for the slate of officers nominated.**
- Motion by:** **Director Jerry Thompson**
- Seconded:** **Director Doug Rodgers**
- Vote** **Motion passed (5) Thompson, Evans, Rodgers, Lincoln, Krebs**

The oath of office was administered to newly-elected officers – President Krebs and Vice-President Evans by Ms. Galeazzi. Directors Busch and Kelley were not in attendance.

**M. REPORTS**

**1. Board Member Committee Reports [Receive and File]**

**7:20 PM**

Board members are appointed to local, regional and/or national committees; and may present testimony at public hearings on specific issues on behalf of the District as the need arises. Board members report on their participation in meetings that are listed on pages 105-109 of the agenda. Minutes for external meetings can be found on the websites listed for the agencies.

- a. Minutes of the June 12, 2017 Board Work Session were received and filed.

**N. BOARD AND MANAGEMENT ISSUES**

**1. General Manager**

**7:15 PM**

Mr. Pollock welcomed back Director Rodgers who had served on the Board in 2011-2014. He spoke about the District being in the midst of a lot of discussion and planning after the legislature voted to fund a State transportation package. He spoke about his visit with former interim General Manager, Denny Moore, who stopped by the office earlier in the week to drop off some Cherrlots memorabilia; and he announced the retirement of transit operator, Ken Richins, who is number one in seniority





having served the District for 40 plus years. Mr. Richins will continue to fulfill his role as the ATU Local 757's executive board officer for another year.

## **2. Board President**

President Krebs reports on his transit-related Board and community service activities since the last board of directors meeting. While on vacation, he rode many different transit buses. He also attended the Association of Oregon Rail and Transit Advocates meeting in Portland. He welcomed Director Rodgers to the Board.

## **3. Board of Directors**

Board members gave an account, both verbally and in writing, of their transit-related Board and community service activities that may be of interest to the other Board members and to the public.

## **O. Meeting Adjourned**

**7:32 PM**

Respectfully submitted,

Robert Krebs, President  
SAMTD Board of Directors

TESTIMONY RE: ELIMINATION OF CHERRIOTS ROUTE 2X

July 25, 2017

TO: Board of Directors  
Salem Area Mass Transit District

FROM: Jean Sherbeck  
744 SE St. Andrews Lane, Dallas, OR  
(Member, STF Citizens Advisory Committee)

1. REGIONAL TRANSPORTATION PLANNING. I was very disappointed to learn that Cherrlots is planning to completely withdraw from funding Route 2X between Salem and Grande Ronde. This route is part of the fabric of regional transit connections between Salem and the coast, via connections with the Coastal Connector to Lincoln City, and connections from there north and south to other coastal communities. Grande Ronde also connects with Yamhill County Transit Route 22 from McMinnville to Grande Ronde, allowing Polk County residents and coastal residents to connect with other northern communities from McMinnville. I would hope that Cherrlots will maintain a working relationship with the Confederated Tribes of Grand Ronde to ensure the continuity of these connections with other areas as well as to Salem, and might be able to contribute financially in some way.

2. IMPACT TO MINORITIES, LOW INCOME, DISABLED AND ELDERLY PERSONS. I believe that there is a potential for impact to the above groups of people, whether trips to Grande Ronde or onward would be recreational or personal business. The people described quite likely do not own cars, and therefore their trips by public transit could be curtailed.

3. RICKREALL PARK AND RIDE. I would ask that the Rickreall Park and Ride be available to the new route operated by the Confederated Tribe and new agency. This would allow Polk County residents accessibility to transit to Grand Ronde and perhaps late evening trips to Salem.

Thank you for listening.



## BOARD MEETING MEMO

Agenda Item H.1

**To:** Board of Directors

**From:** Karen Garcia, Security and Emergency Management Manager  
David Trimble, Chief Operating Officer

**Thru:** Allan Pollock, General Manager

**Date:** August 24, 2017

**Subject:** APPROVAL OF CONTRACT EXTENSION FOR SECURITY SERVICES

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### ISSUE

Shall the Board authorize the General Manager to execute a four (4) month contract extension with G4S Secure Solutions Inc. to provide security services at Keizer Transit Center and the Downtown Transit Center at Courthouse Square?

### BACKGROUND AND FINDINGS

On August 25, 2016, the Board approved an action, which authorized an amendment to the Contract with G4S Secure Solutions Inc. for security services. The amendment extended the term of the Contract for one year, beginning September 4, 2016, through September 3, 2017.

In preparation to re-procure this service, SAMTD staff engaged in an internal process to review the existing Contract to ensure the new request for proposal (RFP) was structured appropriately to provide for performance accountability and cost transparency.

In order to continue the provision of security services, without interruption, until the successor contract is in place, it is necessary to extend the term of the current Contract from September 3, 2017, to December 31, 2017.

In response to the request for an extension, G4S Security Solutions Inc. has indicated they will extend the current contract billing rates, as indicated in the chart below,

through December 31, 2017. The not-to-exceed amount for the extension term is \$87,792.25.

<u>Position</u>	<u>Total Hours Per Week</u>	<u>Billing Rate</u>	<u>Holiday/Overtime Billing Rate</u>
Transit Supervisor	40	\$24.20	\$33.89
Transit Officer	187.5	\$22.38	\$31.33

## **FINANCIAL IMPACT**

Funds for this contract extension are included in the approved FY 2018 budget.

<u>Contract Term</u>	<u>Contract not-to-exceed amount</u>
Sept 2016 – Sept 2017	\$268,541.00
Sept 2017 – Dec 2017	\$87,792.25

## **RECOMMENDATION**

Staff recommends the Board authorize the General Manager to execute a four-month contract extension with G4S Secure Solutions Inc. for the period September 4, 2017 to December 31, 2017 in the amount of \$87,792.25.

## **PROPOSED MOTION**

**I move the Board authorized the General Manager to execute a four-month contract extension with G4S Secure Solutions Inc. for the period September 4, 2017, to December 31, 2017 in the amount of \$87,792.25.**



## BOARD MEETING MEMO

Agenda Item H.2

**To:** Board of Directors

**From:** Stephen Dickey, Director of Transportation Development

**Thru:** Allan Pollock, General Manager

**Date:** August 24, 2017

**Subject:** Award Contract for Capital Project Management Services

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### ISSUE

Shall the Board direct the General Manager to execute a contract with Mott MacDonald, LLC for the provision of project management services associated with the delivery and completion of capital projects for Salem Area Mass Transit District, in an amount not to exceed \$550,000?

### BACKGROUND AND FINDINGS

Salem Area Mass Transit District is in need of project management services to deliver and complete four projects identified in the Request for Proposals (RFP) (**Attachment A, pages 26 and 27**) in a timely manner. The four projects identified in the RFP have fallen behind project schedule significantly due to circumstances related to changes in personnel and vacancies in the former Capital Project Manager position at SAMTD.

The purpose of contracting for the provision of project management services is to retain the services of a firm that has the technical and staffing capacity to provide project management services at a much higher capacity in relation to volume of work. This will allow the group of projects to be completed in a much shorter period of time. In addition to these four projects, SAMTD is also seeking the availability of ongoing services to assist with the management of other capital projects in the future. Additional services will be awarded on a task order basis.

The contract is a Cost Plus Fixed Fee/Task Order Contract. A copy of the contract is provided (**Attachment B**).

## **FINANCIAL IMPACT**

The costs associated with the contract will be paid through a combination of grants specifically associated with each of the projects, and local match from non-federal resources. The total contract amount is not to exceed \$550,000. This amount represents an industry standard of 5% of the total estimated project cost for all four projects, including contingency. The local match rate will be either 20% or 10.27%, depending on the specific source of revenue funding the grants funding each individual project.

## **RECOMMENDATION**

Staff recommends the Board direct the General Manager to execute a contract with Mott MacDonald, LLC for the provision of project management services associated with the delivery and completion of capital projects for Salem Area Mass Transit District, in an amount not to exceed \$550,000.

## **PROPOSED MOTION**

**I move the Board direct the General Manager to execute a contract with Mott MacDonald, LLC for the provision of project management services associated with the delivery and completion of capital projects for Salem Area Mass Transit District, in an amount not to exceed \$550,000.**



**SALEM AREA MASS TRANSIT DISTRICT  
REQUEST FOR STATEMENTS OF QUALIFICATION**

**FOR  
PROJECT MANAGEMENT SERVICES**

**RTF18003BW**

1. The Salem Area Mass Transit District (SAMTD) requests Statements of Qualifications from firms interested in providing Project Management Services.
2. Interested firms may provide a Proposal, as outlined in this request, which shall be submitted to Brian Woodall, Procurement/Contracts Manager, 555 Court St., Suite 5230, Salem, OR 97301 **no later than July 31, 2017 at 2:00 p.m. (local time)**. Proposals will not be publicly opened.
3. The RFP documents may be obtained from the State of Oregon's Procurement website ("ORPIN") at <http://orpin.oregon.gov/open.dll/welcome>.
4. All questions regarding this procurement must be directed to Brian Woodall, Procurement/Contracts Manager, 555 Court St., Suite 5230, Salem, OR 97303. Questions may be submitted via email to [brian.woodall@cherriots.org](mailto:brian.woodall@cherriots.org), via phone: 503-361-7527 or via fax: 503-361-7542.

**SALEM AREA MASS TRANSIT DISTRICT**

Brian Woodall  
Procurement/Contracts Manager  
Issue Date: July 11, 2017

**REQUEST FOR PROPOSALS  
PROJECT MANAGEMENT SERVICES**

**TABLE OF CONTENTS**

**SECTION ONE – BACKGROUND AND RFP REQUIREMENTS**

**SECTION TWO - EVALUATION OF PROPOSALS**

**SECTION THREE – GENERAL PROVISIONS**

**SECTION FOUR – SPECIAL PROVISIONS**

**SECTION FIVE – SCOPE OF SERVICES**

**SECTION SIX - OFFER FORMS AND SAMPLE CONTRACT**



## **SECTION 1 – BACKGROUND AND RFP REQUIREMENTS**

### **1.1 Background**

The purpose of this RFP is to contract for Project Management Services. Salem Area Mass Transit District (SAMTD) is seeking to procure the services of a firm that has the technical and staffing capacity to provide project management services for the completion of four primary capital development construction projects. In addition to these four projects, SAMTD is also seeking the availability of ongoing services to assist with the management of other capital projects in the future. Additional services will be awarded on a task order basis.

The successful Contractor providing these services will be required to coordinate with SAMTD and jurisdictions having authority.

### **1.2 Request for Proposals**

This RFP sets forth the minimum requirements that all proposals shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable. This RFP is issued by the Procurement and Contracts Department. All communications pertaining to this RFP shall be directed to Brian Woodall, Procurement/Contracts Manager, 555 Court St., Suite 5230, Salem, OR 97303. Questions may be submitted via email to [brian.woodall@cherriots.org](mailto:brian.woodall@cherriots.org), via phone: 503-361-7527 or via fax: 503-361-7542.

SAMTD reserves the rights to analyze, examine, and interpret any proposal for a period of not more than ninety (90) days, commencing from the proposal due date and time. Proposals shall not be conditioned to allow for less than a ninety (90) day acceptance period.

### **1.3 Questions and Changes to the RFP**

SAMTD reserves the right to make changes to the RFP. All changes to the RFP, prior to receipt of proposals shall be electronically posted to the State of Oregon's Procurement website ("ORPIN") at <http://orpin.oregon.gov/open.dll/welcome>

Following receipt of proposals, any changes to SAMTD's RFP will be conveyed in writing by SAMTD to those Proposers (also referred to herein as "Offerors") determined to be in the competitive range.

A prospective Offeror may submit questions, request clarification, or request a change in the RFP by submitting a written request to the contact and address set forth above. The request shall specify the provision of the RFP in question, and, if a change is requested, contain an explanation for the requested change. If the requested change is to the Scope of Services, the request must be submitted at least seven (7) business days prior to the date set for receipt of proposals. SAMTD may decline to respond to questions or change requests received less than seven (7) business days before the date set for receipt of proposals.

SAMTD shall evaluate any question or request submitted, but reserves the right to determine whether to respond or accept the requested change.

Offerors shall not rely on verbal or written representations regarding this RFP unless issued in writing as an addendum by the Procurement and Contracts Department.

#### **1.4 Pre-Contractual Expenses**

Pre-contractual expenses are defined as expenses incurred by the Offeror in 1) preparing its proposal in response to the RFP; 2) submitting that proposal to SAMTD; 3) negotiating with SAMTD any matter related to this proposal; and 4) any other expenses incurred by the Offeror prior to the date of award, if any, of the proposed contract.

SAMTD shall not, in any event, be liable for any pre-contractual expenses incurred by Offerors in the preparation of their proposals. Offerors shall not include any such expenses as part of their proposals.

#### **1.5 No Multiple Proposals**

Multiple proposals from a single Offeror will not be accepted.

#### **1.6 Late Proposals**

A proposal is late if SAMTD receives it after the deadline stated in this RFP for delivery of proposals. A proposal shall be deemed received by SAMTD when it has been physically received by a representative of SAMTD's Procurement and Contracts Department. Delays due to mail handling, including, but not limited to, SAMTD's internal mail handling, will not excuse late delivery of a proposal. Proposals received after the exact date and time set forth in this RFP may be rejected.

#### **1.7 Submission of Proposals**

Proposals must be submitted **no later than July 31, at 2:00 p.m. (local time)**.

Proposals shall be submitted as follows:

- A. Printed using duplexing / double sided printing and sustainable materials as long as this presentation does not prevent a reader from clearly understanding the proposal.
- B. **One (1) original and five (5) copies** of the technical proposal. The original must be unbound, for easy photocopy reproduction.
- C. One (1) electronic PDF format version of the proposal on compact disc (CD) or flash drive for archiving.
- D. Submit with a cover letter to:

Brian Woodall  
Procurement and Contracts Department  
SAMTD  
555 Court St., Suite 5230  
Salem, Oregon 97303

In the event of any conflicts between the hard copy and electronic CD copy, the hard copy will prevail.

To ensure proper identification and handling, mark the Proposal "RFP No. RTF18002BW, in the Lower left hand portion of the container with the date and hour due.

### **1.8 Supplements to Proposals**

If any proposal indicates minor noncompliance or variance with the RFP, SAMTD may, but need not, request that the proposal be supplemented.

If requested, the Offeror may submit a supplement to the proposal responsive to such a request, within the time period established in such request, which SAMTD will receive and evaluate in conjunction with the proposal. Supplements shall not be considered to be Best and Final Offers unless so indicated.

### **1.9 Cancellation of RFP**

SAMTD reserves the right to cancel this RFP at any time without liability prior to execution of the contract by SAMTD.

### **1.10 Confidentiality**

Prior to Contract award, SAMTD believes that the public interest will be harmed by disclosure of Proposals, Proposal supplements, and all communications made in the course of procurement negotiations, and will hold all such documentation in confidence, until after Contract award, pursuant to ORS 192.502(4).

After Contract award, SAMTD will treat Proposals, Proposal supplements, and all communications made in the course of procurement negotiations a matter of public record, except to the extent they contain trade secrets, confidential information, or are otherwise exempt from disclosure under Oregon or federal law.

To ensure appropriate confidentiality, Proposers must clearly and specifically identify confidential or trade secret information in their Proposals and must cite statutory or regulatory authority for exemption from public disclosure. SAMTD may find a waiver of confidentiality, if a proposer provides blanket-type identification by designating whole pages or sections, without more, as containing proprietary information, trade secrets or confidential commercial and financial information. In addition, SAMTD disclaims liability for inadvertent disclosure of trade secrets or other information entitled to confidential treatment, if the Proposer has failed to identify trade secrets or other confidential information clearly, has failed to cite statutory or regulatory authority for keeping such information confidential, or identifies an entire proposal or proposal supplement as confidential or exempt.

### **1.11 Procurement Confidentiality**

Proposers are cautioned that until submission of their proposal, they may have contact concerning this RFP with only those District representatives, agents, or personnel designated in writing herein. Discussions or communications concerning this RFP with Source Evaluation Committee (SEC) Members, District Project Managers, District employees, its consultants, or members of the SAMTD Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the Proposer from further participation in this procurement and from award of any contract or subcontract under this solicitation.

### **1.12 Disadvantaged Business Enterprise (DBE)**

It is the policy of SAMTD that DBEs, as defined in 49 CFR Part 26, shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The DBE requirements of 49 CFR Part 26 apply to this procurement. By submitting its proposal, Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given an equal opportunity to compete for and participate in the performance of this Contract. Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this Contract or in performance of this Contract.

### **1.13 Administrative Remedies**

A bidder or Offeror may seek administrative remedies under Bid/Proposal Protest Procedures of SAMTD's Contracting Procedures. Copies of SAMTD's Bid/Protest Procedures are available upon request from SAMTD's Procurement and Contracts Department, 555 Court ST, Suite 5230, Salem, Oregon, 97303. In accordance with FTA Circular 4220.1F, the FTA will only entertain a protest that alleges that SAMTD failed to make available or adhere to its protest procedures.

## **SECTION 2 - EVALUATION OF PROPOSALS**

### **2.1 Evaluation Procedure**

The Source Evaluation Committee (SEC) will evaluate Proposers' qualifications and written responses to the requirements of the RFP and shall apply the evaluation criteria and scoring set forth in Section 2.2. The scores will be used to identify the most highly qualified firm(s).

SAMTD, at its sole discretion, may choose to conduct interviews of a competitive range of the highest-ranked firms. If interviews are held, only the firms in the competitive range will be further considered for award of a contract. At the interviews, each Proposer may be asked to elaborate on its proposal and answer any SEC questions on the proposal's content.

At the completion of interviews, the SEC will re-score the interviewed Proposers' proposals based on both the written RFP response and the interview. If no interviews are held, the initial proposal scores will be final.

Interviews will be conducted in Salem, Oregon at a location determined by SAMTD. Telephone interviews may be permissible.

The SEC will identify the highest scoring proposal and rank all proposals.

In the event SAMTD is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. SAMTD shall then undertake negotiations with the next most qualified firm. Failing agreement with the next most qualified firm, SAMTD shall terminate negotiations and proceed with negotiations with the next most qualified firm and so on.

At its discretion, SAMTD may execute additional contracts to other firms based upon the SEC's evaluation and ranking of those firms for the particular scopes of work.

After completion of negotiations, the SEC shall make a recommendation for award of the contract to SAMTD's General Manager and Board of Directors.

### **2.2 Evaluation Criteria**

All proposals will be evaluated and ranked on the basis of the criteria described in Section 2.2.2 below. A summary table of the criteria follows on the next page:

Criteria		Possible Points
1	<p><b>Corporate Experience:</b></p> <ol style="list-style-type: none"> <li>1. The professional qualifications and experience of the Proposer as a corporation or firm (and key subcontractors)</li> <li>2. The match of the Offeror firm's (and key subs) relevant skills and experience with the specific requirements of the Project;</li> <li>3. The performance record of the Offeror (and key subs consultants if applicable in terms of product quality, communication with/responsiveness to Owner and other project participants, and performance of work within agreed to budgets</li> </ol>	30
2	<p><b>Personnel Experience:</b></p> <ol style="list-style-type: none"> <li>1. The professional qualifications and relevant experience of the key individual(s) offered for performance of the work (including key subcontractors' individuals);</li> <li>2. The match of the key individuals' relevant skills and experience with the specific requirements of the Project;</li> <li>3. The performance record of key individuals in terms of product quality, adherence to schedule, responsiveness to Owner and performance of work within agreed to budgets; and</li> <li>4. The specific and explicit explanation of previous project roles of key individuals for major projects listed as their project experience.</li> </ol>	40
3	<p><b>Work Plan Approach, Quality Plan:</b></p> <p><u>Work Plan:</u> The Proposer's understanding of the requirements of the Project, and Proposer's approach to providing the required services as evidenced by the Proposer's proposed work plan. Specific and explicit examples should be given. In addition to general description of work plan and approach, specifically address:</p> <ol style="list-style-type: none"> <li>1. Organizational structure of the design team.</li> <li>2. How to ensure successful coordination with Owner and other designers (subconsultants).</li> <li>3. Approach and tools for task and schedule management.</li> <li>4. How to ensure information is produced to support jurisdictional and resource agencies approvals.</li> <li>5. How to ensure all necessary work products are produced within Project budgets.</li> </ol> <p><u>Quality Plan:</u> Provide an overview of the quality control procedures and quality assurance methods the team would employ to assure high quality deliverables as described in Section 2.2.2.</p> <p><u>Project subcontracting plan</u> Provide an overview of proposed subcontractors who may perform work under this contract.</p>	30

### 2.2.1 Format of Proposals

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP and the scope of services outlined herein. Submission of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the Proposer. The submission of general promotional material is discouraged. Resumes and Offer forms are not counted within page limits noted below.

Proposal documents shall be sectionalized as described below. Each section must be preceded by a blank page with an index tab extending beyond the far right side of the page. The index tab shall have the appropriate section number typed thereon. Each proposal section must fully respond to the Evaluation Criteria described under paragraph 2.2 of this RFP and must be organized to facilitate the review and scoring by the Evaluation Committee. All references to "pages" below shall mean single side of a sheet. Proposers are encouraged to submit written information on both sides of a sheet; a double-sided sheet will be considered two pages. Any oversize pages (larger than 8 ½" x 11") will be counted as two pages.

### 2.2.2 Content of Proposals

**Proposals shall conform to the following format:**

- **Introductory Letter (Limit 2 pages)**

Proposers shall provide a cover letter with introductory information, such as point of contact, address, phone and fax numbers and email address. This letter should reference the RFP by name and number, provide a concise summary of the Proposer's organization by firm and responsibility, identify the key individual for Project Manager and his/her relevant experience, and generally introduce SAMTD to the capabilities of the firm.

- **Part I – Offer Forms**

All Offer Forms contained in **Section 6** of this RFP must be completed and submitted in Part I of the proposal.

- **Part II – Proposal (Limit 16 pages)**

At a minimum, the items described in each section below shall be addressed.

**1. Corporate Experience:** The Offeror shall provide information on the firm (and any key subcontractors); an overview of the firm's history, range of services, volume of work and size of staff.

Demonstrate prior corporate experience on projects similar in nature to the Project.

Previous Projects: List and describe projects awarded within the last ten years that

best reflect the Offeror's experience and expertise with projects most similar in

scale and complexity to this project, including the following information for each project listed:

- a. Name of project and short description
- b. Year construction, or last major phase completed
- c. Project Location
- d. Personal Services Contract Title, Amount, and Scope of Offeror's Work
- e. Phase of Project Development when work was performed (Briefly Describe)
- f. Relationship to other Professional Service Providers at time work was performed (Prime, Subcontractor, Lower-tier Subcontractor, Direct Contract to Owner in coordination with others, Other – Briefly Describe)
- g. Client contact (Name, Title, Phone)
- h. Performance record information (per table in Section 2.2 above)

**2. Personnel Experience:** The Offeror shall provide information on the key personnel in the firm (and any key subcontractor individuals) who will have overall responsibility for directing the work, assurance of attention to needs of this work, coordination with work by others and the Owner, commitment for continued availability for duration of services, and development and execution of the content of major deliverables.

Submit one page resumes for key individuals. If SAMTD deems interviews are desired, some or all of the persons for whom resumes are provided may be expected to participate. All persons for whom major roles are identified by the Offeror will be named in the contract to perform the work.

The Offeror shall provide the qualifications/experience of its personnel in work similar in nature to that under this RFP in resume form.

Also, specifically highlight individual experience offered and relevance to the particular scope of services and performance record on past projects.

**3. Work Plan Approach, Quality:**

A. Work Plan Approach: Describe the approach to be used in performing the work described in this RFP in order to demonstrate an understanding of the needs of this project at this phase of its development, with emphasis upon the following, use specific examples from previous projects whenever possible:

Specifically address:

1. Organizational structure of the design team.
2. How to ensure successful coordination with Owner and other designers (subconsultants).
3. Approach and tools for task and schedule management.
4. How to ensure information is produced to support jurisdictional and resource agencies approvals.
5. How to ensure all necessary work products are produced within Project budgets.

B. Quality Plan

The proposal should provide an overview of the quality control procedures and quality



assurance methods the team would employ to assure high quality deliverables, compliance with all contract requirements including SAMTD Design Criteria and Directive Drawings, and a clear-cut audit trail of process and documentation for SAMTD and third party

The State of Oregon's Certification Office of Business Inclusion and Diversity (COBID) is the state agency responsible for federal DBE certification and state certification. Proposers are encouraged to use information available through COBID in preparing proposals pursuant to this RFP. COBID maintains a directory of all firms certified as D/MW/ESBs. Copies of the directory may be obtained from:

State of Oregon, Certification Office of Business Inclusion and Diversity  
775 Summer St. NE, Suite 200  
Salem, Oregon 97301  
PH: 503-986-0123  
Website: <http://www.oregon4biz.com/How-We-Can-Help/OMWESB/>

#### **4. Availability in Salem/Track Record:**

The ability of the Offeror to adequately perform and coordinate the work with SAMTD and the affected local jurisdictions may be hampered if the Offeror's key personnel are not located in Salem.

The proposal should indicate (1) the percentage of time that key team members would spend working on this project, and (2) how much of this time they would be physically present in Salem.

Further, the Offeror should list any other individuals with major roles, who would be performing work on the project outside of the Salem area and describe how they will ensure availability of these individuals.

In addition, the Offeror should provide information regarding their recent and relevant track record working with the local jurisdictions in the area and jurisdictions from which approvals are likely required for a project of this nature, including: City of Keizer, Polk County, ODOT, Marion County, and the City of Salem. The Offeror should seek to demonstrate a measurable success rate for itself as a firm, and with respect to key individuals.

Finally, the Offeror should provide statements of what additional resources could be available. Offerors are strongly cautioned not to minimize the importance of an adequate response in any area.

SAMTD reserves the right to investigate the qualifications of all Offerors under consideration and to confirm any part of the information furnished by an Offeror, or to require additional evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of the work.

The SEC will employ only those evaluation criteria set forth in this RFP or in addenda that may be issued prior to receipt of proposals. An evaluation criterion is deemed to include any unstated "sub-criterion" that logically might be included within the scope of the stated criterion.

### **2.3 Notice to Unsuccessful Offerors**

Following contract award, SAMTD may inform unsuccessful Offerors at the time of contract award of:

- (1) The number of prospective Offerors solicited by SAMTD;
- (2) The number of proposals SAMTD received; and
- (3) The name and address of the successful Offeror.

SAMTD will attempt to give the notice under this paragraph promptly after contract award. SAMTD's failure to give that notice shall not be deemed to affect the validity of the contract.

### **2.4 Compensation**

SAMTD will not enter into a contract where compensation is based upon cost plus a percentage of cost. Compensation will be at the prices negotiated with the successful Offeror prior to contract award.

### **2.5 Pre-Award Accounting System Review**

Prior to award of any contract as a result of this solicitation, SAMTD, at its sole discretion, may perform, or have performed, a pre-award accounting system review to ascertain the contractor's ability to accurately accumulate and bill program costs under any resulting contract. SAMTD shall be responsible for any costs associated with the pre-award accounting system review. The Consultant, by submission of a proposal, agrees to assist SAMTD or its designated representative(s) in performing the pre-award accounting system review.

## **SECTION 3- GENERAL PROVISIONS**

### **EXHIBIT B**

#### **TERMS AND CONDITIONS**

##### **3.1 COMPLIANCE WITH RULES AND REGULATIONS**

Contractor will comply with all laws and regulations governing the use of Federal, State and local funding received by District as a source of funds for payment to Contractor for providing goods and services under this Contract. Contractor must indemnify and hold harmless SAMTD and all of its officers, officials, agents, and employees against any claim, demands, and causes of action of any kind or character, or any liability arising from or based upon the violation of any such law, ordinance, or regulations whether by Contractor or its employees.

In performing its obligations under this Contract, the Contractor must obtain and pay at its own expense for any applicable licenses required by the State of Oregon, Secretary of State or other applicable licenses and permits required to conduct its business and perform its obligations under this Contract.

Contractor represents warrants and agrees that it will at all times perform its obligations under this Contract in compliance with all applicable state and federal regulations.

The Contractor, sub recipient or subcontractor must not discriminate on the basis of race, color, creed, national origin, sex, age, or disability in the performance of this Contract.

##### **3.2 SUSPENSION; TERMINATION OF CONTRACT; REMEDIES**

###### **a. Termination for Convenience**

The District may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the District's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to District to be paid the Contractor. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same, and dispose of it in the manner the District directs. In the event of a termination by District for convenience, District shall make an equitable adjustment in the contract price in proportion to the value, if any, of work performed up to the time of termination, but shall allow no anticipated profit on unperformed services.

b. Opportunity to Cure

The District in its sole discretion may, in the case of a termination for breach or default, allow the Contractor a reasonable period of time not in excess of 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to District's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from District setting forth the nature of said breach or default, District shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude District from also pursuing all available remedies against Contractor and its sureties for said breach or default.

c. Termination for Default [Breach or Cause]

If Contractor fails to perform in the manner called for in the contract, or if Contractor fails to comply with any other provisions of this Contract, the District may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Contract. Waiver of Remedies for any Breach In the event that District elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by District shall not limit District's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

d. Rights and Remedies

The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

If, after serving a notice of termination for default, District determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, District, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Termination for default must not be District's exclusive remedy and District may pursue any additional remedies it may have for damages or injunctive relief on account of Contractor's

breach of contract.

The work under this Contract may be suspended by the District for any reason considered to be in the public interest other than a labor dispute or any third-party judicial proceeding relating to the work other than a suit or action filed in regards to a labor dispute, and in the case of such suspension, the Contractor is entitled to a reasonable extension of the contract time and reasonable compensation for all costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs.

In the event this Contract is terminated by mutual agreement, the Contractor shall be entitled to reasonable compensation in accordance with ORS 279C.660 determined on the basis of the contract price in the case of any fully completed separate item or portion of the work for which there is a separate or unit contract price and, with respect to any other work, determined as a percent of the contract price equal to the percentage of the work completed. In addition, the Contractor is entitled to a reasonable amount of compensation for preparatory work and for all costs and expenses arising out of termination. The foregoing does not apply to suspension of the work or termination of the Contract that occurs as a result of the Contractor's violation of federal, state or local statutes, ordinances, rules or regulations in existence at the time the Contract was executed or as a result of violations of the terms of the Contract.

d. Remedies Not Exclusive.

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**3.3 AUTHORITY:**

Contractor certifies that it has all requisite authority to bind its organization to the terms and conditions of the agreement and to perform the work under this Contract.

**3.4 ASSIGNMENT:**

Contractor agrees that it shall not assign, sell, transfer, or sublet its rights, or delegate its responsibilities under this agreement, in whole or in part, without the written consent of District.

**3.5 SUBCONTRACTING:**

Contractor expressly agrees that it may not subcontract any parts of this Contract without the written consent of District. If SAMTD were to agree to subcontracting, the Contractor also agrees to adhere to 49 CFR 26.29 which requires the prime contractor to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment that the grantee makes to the prime contractor. This clause also requires the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

### **3.6 NON APPROPRIATION**

If the governing body of the District fails to specifically appropriate sufficient funds to make the payments due in any fiscal year and no such appropriation is legally made, the District may terminate this Contract at the end of the then-current fiscal year and all obligations of the parties under this Contract arising thereafter must terminate. Nothing in this Contract must be deemed in any way to obligate the District beyond the current fiscal year.

### **3.7 RIGHT TO AUDIT**

The District or its designee must be entitled to audit all of the Contractor's, sub-Contractors' and suppliers' records, and must be allowed to interview any of the Contractor's, sub-Contractors' and suppliers' and sub-Contractors' / suppliers' employees, throughout the term of this Contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- a. Contractor's compliance with contract requirements,
- b. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

### **3.8 INDEPENDENT CONTRACTOR**

At all times the Contractor, any of its employees, or its sub-Contractors, sub-Contractors, suppliers and their subsequent employees must be considered independent Contractors and not as District employees. The Contractor must exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent Contractor, payment under this Contract must not be subject to any withholding for tax, social security or other purposes, nor must the Contractor or its employees be entitled to District paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

## **SECTION 4 – SPECIAL CONTRACT PROVISIONS**

### **4.1 Federal Requirements**

This Contract is funded in part under a financial assistance agreement between SAMTD and the U.S. Department of Transportation, Federal Transit Administration ("FTA"). This Contract is subject to all provisions prescribed for third party contracts by that financial assistance agreement, including, but not necessarily limited to, the provisions in **Exhibit A**, which is attached to, and made a part of, this Contract (See Section 6).

### **4.2 Contract Term**

Unless terminated sooner under the provisions of this Contract, the base term of this Contract shall be three (3) years, with SAMTD's option to extend for two additional one year periods..

### **4.3 Notice to Proceed**

The Contractor shall not proceed with any work required under this Contract without a written Notice to Proceed from SAMTD. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

### **4.5 Type of Contract**

This is a Cost Plus Fixed Fee/Task Order Contract. SAMTD retains the right to increase or decrease services, as necessary, to meet the overall budget. Contractor is obligated to assist SAMTD in the development of task orders to meet specific deliverable goals without exceeding the overall budget. Delivery or performance shall be made only as authorized by SAMTD initiated task orders.

### **4.6 Ordering**

The Project Manager and his or her authorized representative are the only individuals with the authority to place task orders against this Contract.

All orders are subject to the terms and conditions of this Contract. In the event of conflict between a task order and this Contract, the contract shall control.

### **4.7 Task Orders**

Upon request for a task order proposal, the Contractor will provide SAMTD's Project Manager with a detailed scope of work to be performed under the task order.

This shall include, at minimum, a brief description of task order intent, detailed description of deliverables, and a detailed fee proposal. SAMTD will hold cost and price negotiations with the Contractor as appropriate. Work performed prior to task award (e.g., for fee estimating and development of deliverable description) is not billable.

A task order may not increase the scope, period, or maximum value of the contract. These

actions require a contract modification. SAMTD reserves the right to amend, add or delete a task. SAMTD will issue a specific task notice to proceed date (NTP) to authorize performance of each Task Order and establish a due date for the required deliverable. Performance of each Task Order is at SAMTD's discretion. Only work authorized by SAMTD will be paid.

Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and SAMTD's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period.

#### **4.8 Task Order Pricing**

When pricing each Task Order the Contractor shall include all incidental and necessary labor, material and equipment to deliver a quality, responsive product at a fair, competitive price. The Contractor will be expected to manage and complete the agreed upon scope within the task order price. The Contractor shall determine the full scope of the work through examination of all documents, reference material and the project site.

SAMTD will review each deliverable and may require revisions and resubmittals. Contractor Task

Order pricing shall include costs for review, revision and resubmittals.

The time to administer and negotiate specific Task Orders shall not be reimbursable as part of the order, but shall be considered part of overhead.

Time will be of the essence in the performance of each Task Order. By submitting a proposal in response to the RFP, the Contractor warrants that all necessary personnel, materials, computers, software, etc., required to provide these services by SAMTD due dates will be on- hand or readily available to the Contractor.

#### **4.9 Invoices**

SAMTD shall pay the Contractor, upon the submission of proper invoices, the prices stipulated in this Contract for services rendered and accepted. SAMTD shall pay the Contractor within thirty (30) days of the receipt of a proper invoice.

Notwithstanding any additional requirements of this Contract, invoices shall contain the contract number; the dates services were furnished; a detailed description of the supplies or services furnished; including an itemized breakdown of hours, hourly rates, and any materials utilized. All invoices shall be submitted to SAMTD's Finance Department as follows:

SAMTD Finance Department  
Attn: Accounts Payable  
555 Court St. NE, Suite 5230  
Salem, OR 97201

Failure to strictly comply with this provision may result in a delay in payment.



#### 4.10 Payments

Within each negotiated Task Order SAMTD shall pay the Contractor as follows upon the submission of invoices approved by the Project Manager.

##### (a) *Hourly rate*

- (1) The amounts shall be computed by multiplying the Contractor's actual hourly rates by the number of direct labor hours performed. Contract labor rates shall be firm for the base Contract period. Fractional parts of an hour shall be payable on a prorated basis.

The Contractor shall substantiate invoices by evidence of actual payment and by individual timesheets. Contractor's and subcontractors' timesheets must show all hours worked, including non-project hours. Promptly after receipt of each substantiated invoice, SAMTD shall, except as otherwise provided in this Contract, and subject to the terms of (e) below, pay the invoice as approved.

- (2) Unless agreed otherwise prior to the performance of the work, the hourly rates shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are agreed upon and overtime work is approved in advance by SAMTD, overtime rates shall be negotiated. If overtime rates are agreed upon, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by SAMTD. Billable "comp" time is not permitted.

##### (b) *Final Indirect Cost Rates*

- (1) The Contractor shall submit a final indirect cost rate proposal to SAMTD as part of its initial cost proposal. The Contractor shall support its proposal with adequate supporting data. Final indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7, Indirect Cost Rates, of the FAR (Federal Acquisition Regulation) in effect at the time of contract execution. SAMTD and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

- (2) The Contractor and SAMTD shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final indirect cost rates,
- (ii) any specific indirect cost items treated as direct costs in the settlement, and
- (iii) the affected contract(s) and/or subcontract(s), identifying any with advance agreements or special terms and the applicable rates.

##### (c) *Fixed Fee*

- (1) SAMTD shall pay the Contractor for performing this Contract the fixed fee specified in negotiated task orders.
- (2) Payment of the fixed fee shall be made as specified elsewhere in this Contract; provided that after payment of 85 percent of the fixed fee, SAMTD may withhold further payment of fee until a reserve is set aside in an amount that SAMTD considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total fixed fee.
- (3) The Contractor's fixed fee shall remain fixed throughout the contract period and any options exercised by SAMTD.

(d) *Reimbursement of Travel Costs*

SAMTD will consider reimbursement for out of area travel costs under this Contract as set forth below and in accordance with SAMTD's Travel Policy (use of GSA per diem rates). All travel expenses **must be pre-approved** by SAMTD in each Task Order in advance of travel. Travel charges shall reflect, where appropriate, any cost savings realized when Contractor is traveling to Salem on behalf of other clients. Contractor's time spent traveling to the Salem area, however, will **not** be reimbursed.

SAMTD encourages the use of public transit for all local travel, especially to the Salem downtown area. Therefore, costs incurred for local travel, including but not limited to, vehicle mileage and parking fees **must be pre-approved** by SAMTD by Task Order.

(e) *Audit*

At any time before final payment under this Contract SAMTD may request audit of the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by SAMTD not to have been properly payable and shall also be subject to reduction of overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this Contract, SAMTD shall promptly pay any balance due the Contractor. The completion invoice, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this Contract, but in no event later than 1 year (or such longer period as SAMTD may approve in writing) from the date of completion.

#### **4.11 Contractor Participation and Staffing**

The Contractor shall provide the key personnel as offered in accordance with the staffing and organizational structure proposed in the response to the RFP, and as accepted in the final proposal. No change in key personnel shall be made unless approved by SAMTD. Any new or added key personnel shall provide equivalent successful experience to those being replaced.

#### **4.12 Contractor's Project Manager**

The Contractor shall designate a Project Manager who shall be the Contractor's lead representative and shall be responsible and have authority for negotiation and execution of the contract and task orders under this Contract. The Project Manager shall be SAMTD's single point of contact with the Contractor and the Lead for the performance of design work, coordination and collaboration with

design and engineering work performed within the Design Team and the development of design deliverables.

#### **4.13 Insurance Requirements**

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to SAMTD within ten (10) days after award of this Contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify SAMTD for any liability or damages that SAMTD may incur due to Contractor's failure to purchase or maintain any required insurance.

Failure of SAMTD to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of SAMTD to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

##### **(1) Commercial General Liability Insurance**

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$2,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

The General Liability policy shall be endorsed with CG 2010 1185 or CG 2010 1001 and CG 2037 1001 or equivalent, naming SAMTD and its directors, officers, representatives, agents, and employees as additional insured.

If Contractor is working within 50' of heavy railroad, the commercial general liability policy exclusion must be deleted.

##### **(2) Business Auto Liability Insurance**

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$2,000,000.00 per person; \$2,000,000.00 per accident; and
- (b) Property damage: \$2,000,000.00 per accident.

The Automobile policy shall be endorsed with CA 20 48 02 99 or equivalent, naming SAMTD and its directors, officers, representatives, agents, and employees as additional insured.

If Contractor's work is within 50' of a heavy railroad, the auto policy shall be endorsed with CA 20 70 10 01 or equivalent and this endorsement must be attached to the insurance certificate.

**(3) Worker's Compensation Insurance**

Oregon statutory workers' compensation and Employer Liability coverage, including all states protection, voluntary compensation and, if applicable, Federal endorsements, U.S. Longshore and Harbor Workers Compensation Act and Maritime coverage ("Jones Act"). Employer's Liability coverage shall have the following minimum limits:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident (b)
- Bodily Injury by Disease \$1,000,000.00 each employee (c)
- Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

**(4) Professional Liability Insurance**

Contractor shall maintain at all times while services contemplated by this Contract are being completed, a Professional (Errors and Omissions) Liability policy. This policy shall insure against claims arising from the negligent performance of the licensed professional and any entity for whom the licensed professional is legally liable under the terms and conditions of this Contract. The policy shall cover the financial loss incurred as a result of an error or misstatement.

The Contractor's Professional Liability Policy shall provide no less than \$2,000,000 each claim and in the aggregate. If the policy is written on a "claims made" basis it shall include a retroactive date commencing with the start date of this Contract. Coverage shall be provided for no less than 6 years from the date of the Project completion.

The insurance required under this Paragraph shall:

- (1) Require Contractor to give SAMTD not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage.
- (2) Insurance policies shall be purchased only from insurance companies that meet SAMTD's A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon.
- (3) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract as evidenced via endorsement.
- (4) Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
- (5) SAMTD reserves the right to receive a copy of Contractor's insurance policy/policies upon request.

#### **4.14 Hours of Labor (Personal Services Contracts)**

In the case of contracts for personal services designated under ORS 279A.055, employees shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G), and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

#### **4.15 Warranties**

"Acceptance," as used in this clause, means the act of an authorized representative of SAMTD by which SAMTD approves specific services as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of a defect. Non-defective "Workmanship" means services that meet the standard of care of similarly situated professionals performing the same or similar services on similar projects within the same geographic locality.

The Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the contract. SAMTD shall give written notice of any defect or nonconformance to the Contractor within 90 days of the date of acceptance of the services by SAMTD. This notice shall state either (1) that the Contractor shall correct any defective or nonconforming services, or (2) that SAMTD does not require correction or re-performance.

If the Contractor is required to correct or re-perform, it shall be at no cost to SAMTD, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, SAMTD may correct or replace with similar services and charge to the Contractor the cost to SAMTD, or make an equitable adjustment in the contract price.

#### **4.16 Accounting**

Contractor will be responsible for establishing and maintaining appropriate accounting and auditing records and controls in accordance with generally accepted accounting principles. Such records shall be available to SAMTD for inspection and audit.

#### **4.17 Organizational Conflict of Interest**

Because of the nature of this procurement, special attention is called to the potential for organizational conflicts of interest. An organizational conflict of interest means that because of other activities or relationships with other firms or persons, a Contractor is unable, or potentially unable, to render impartial assistance or advice to the Owner; or a Contractor's objectivity in performing the contract work is or might be otherwise impaired; or a Contractor has an unfair competitive advantage.

Furthermore, a subcontractor working on this Contract may have a conflict of interest. SAMTD has determined that a subcontractor may be unable, or potentially unable, to render impartial assistance or advice to the Owner; or the subcontractor's objectivity in performing the contract work might be otherwise impaired; or the subcontractor may have an unfair competitive advantage, and such conflict may not be adequately mitigated, depending on its involvement in the subject contract. Therefore, any subcontractor that is interested in participating in a follow on construction contract shall disclose to SAMTD any and all potential organizational conflicts of interest. SAMTD will evaluate potential conflicts

on a case-by-case basis.

#### **4.18 Labor Rate Schedules/Other Direct Costs**

Prior to execution of the contract, the Contractor shall submit a Labor Rate Schedule for SAMTD's review and approval. Labor rates shall remain firm for the first twelve months of the contract.

Contractor will also provide its overhead rate, in accordance with Section 4.10. Contractor's overhead rate must be supported by a third party audit opinion letter or federal or state (cognizant) agency approval. Additional fees deemed duplicative of overhead will not be accepted.

A fair profit percentage for this work for purposes of calculating the fixed fee will be subject to negotiation and is generally expected to be in the range of 8 – 10%.

Payment to the Contractor for other direct costs (also referred to as "reimbursables") shall be at cost. Payment to Contractor for any subcontractors shall be at cost.

Payment to the Contractor for any additional fees other than those approved by SAMTD prior to execution of this Contract will not be applicable to any task order issued under this Contract.

#### **4. Price Adjustments**

After an initial twelve-month period, Contractor's labor rates may be increased or decreased from the previous year as a result of documented changes in Contractor's labor costs. In no event shall any rate increase exceed 5% per year and any increase is at SAMTD's discretion. SAMTD is not obligated to approve such a request. SAMTD may look to the latest available percent change in the Salem area consumer price index for all urban consumers (CPI-U) over the previous year to determine a fair and reasonable allowable escalation, as well as other economic indicators, including any limit on allowable escalation in effect by other Oregon public agencies. If SAMTD rejects the hourly rate increase request, SAMTD will provide a written explanation to the Contractor detailing the reason(s) the hourly rate increase was not approved. Should such approval not be granted, the Contractor may elect to substitute an individual with a rate within SAMTD limits. There is no percentage limitation on the amount of decreases that may be made under this clause.

## **SECTION 5 – SCOPE OF SERVICES**

### **Introduction**

Salem Area Mass Transit District (SAMTD) is seeking to procure the services of a firm that has the technical and staffing capacity to provide project management services for the completion of four primary capital development construction projects. In addition to these four projects, SAMTD is also seeking the availability of ongoing services to assist with the management of other capital projects in the future. The firm selected must have extensive experience at a minimum in:

- Property acquisition negotiations and process management
- Oversight of engineering and design phase of project development
- National Environmental Protection Act (NEPA) compliance
- Americans with Disabilities Act (ADA) compliance
- Pre-construction negotiations
- Construction negotiations and management
- Construction project scope management
- Prevailing wage monitoring and documentation
- Construction project close-out

### **Description of Projects**

There are currently four primary projects that are currently in progress of development. The current status of the four projects ranges from pre-construction design, to the initial stages of construction. It will be imperative that these four projects can be managed concurrently and will require adequate staffing to accommodate peak project management demands encountered with managing multiple projects simultaneously.

#### **Keizer Transit Center (KTC) Signalized Intersection**

The KTC Signalized Intersection project will construct a fully functional signalized intersection at the entrance of the Keizer Transit Center, and will include modifications to the roadway, traffic flow, and the configuration of the intersection of Keizer Station Blvd. and Lockhaven Dr. NE. The project is currently in the initial stages of engineering and design, and NEPA evaluation. The engineering and design work is currently under contract. The scope of work includes the completion of a full set of bid documents to be used for the procurement of the services of a construction contractor. The completion of this project must be done while keeping the Keizer Transit Center fully functional during construction.

This project is a high priority and is scheduled to begin construction in the summer of 2017.  
*Estimated total project cost: \$1,350,000*

## **Bus Stop Improvement Program**

The Bus Stop Improvement Program is addressing accessibility and customer convenience issues at existing bus stops, and the addition of some new bus stops in the Salem-Keizer area. The improvements need to be made to approximately 350 existing bus stops. The improvements include minor civil work connecting sidewalks to curbs, more complex civil work addressing grade issues, installation of shelters, installation of solar powered lighting, parking removal, addition of amenities such as benches, trashcans, and signs. Engineering and design for most of the stops has been completed and submitted to local jurisdictions for plan review, and in some cases the issuance of permits. Right-of-way constraints due to physical barriers or property owners not willing to grant access easements limit full adherence to ADA requirements in some locations. In these circumstances, coordination with SAMTD staff is critical to ensure that the greatest level of accessibility is achieved in each specific location.

This is a high priority project with the emphasis on moving the construction phase forward. *Estimated total project cost: \$2,892,432*

## **South Salem Transit Center (SSTC)**

The SSTC project as planned is to construct a new transit center in south Salem on the northeast corner of the intersection of Commercial Street SE, and Baxter Rd. SE. The property is current part of the parking lot of the south Salem Walmart store. Preliminary design and NEPA evaluation are complete. The next step in the process is to negotiate a property acquisition from Walmart Realty.

Once the property acquisition process is complete, the design and engineering phase of the project will commence. This will require the procurement of an engineering and design firm, with the final product being a full set of construction bid documents. These documents will be used to procure the services of a construction firm to complete the construction of the facility.

Due to a combination of the project completion expectations of existing project grant funds, and the need to fully fund the construction of the project, an overall project schedule for the entirety of the project will be determined after the property acquisition is complete.

*Estimated total project cost: \$1,350,000 (funding available to date)*

## **Replacement of In-ground Vehicle Lifts / Del Web Facility Improvements**

This project is composed of several projects of various complexities that are in various stages of completion. The primary project is the replacement of vehicle lifts (a total of nine (9) in the maintenance facility. The existing lifts are in-ground hydraulic units. Proposed replacement units will fit within existing in-ground vaults.

Security access gates for secure vehicle and pedestrian access.

Auxiliary power to the full facility.

Server room construction.



## SECTION 6 - OFFER FORMS AND SAMPLE CONTRACT

### 6.1 FORM OF BUSINESS

Name of Proposer: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

1. What form of business is your organization? (check one)

Sole Proprietorship

Partnership

Limited

General

Corporation

Other; please specify: \_\_\_\_\_

2. If a corporation, when and where was your organization incorporated?

\_\_\_\_\_

3. If a limited partnership, when and where is your organization certified?

\_\_\_\_\_

4. If not certified or incorporated in Oregon, is your organization authorized to do business in Oregon?

5. State of Oregon Certified DBE/MBE/WBE/ESB Firm?

Yes

No

If yes, please provide State of Oregon Certification Office of Business Inclusion and Diversity (COBID) Certification Number: \_\_\_\_\_

(For information on certification contact COBID at: (503) 986-0123)

Because of the fact that federal funds may be utilized to pay for the goods and/or services to be acquired through this Contract, the following additional information is required to be provided.

6. Certified Disadvantaged Business Enterprise:  Yes  No

7. What are the annual gross receipts of your firm? Please respond by indicating which bracket the total would fit in.

Less than \$500,000

\$500,000 to \$1,000,000

\$1,000,000 to \$2,000,000

\$2,000,000 to \$5,000,000

Greater than \$5,000,000

**6.2 RECIPT OF ADDENDA**

ADDENDA RECEIVED:

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

Addendum No.\_\_\_\_ Date Received\_\_\_\_\_

If no addendum received write "None Received": \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Company Name: \_\_\_\_\_

Important Note: Solicitation addenda shall be electronically posted to the Oregon Procurement Information System (ORPIN) which can be accessed at <http://orpin.oregon.gov/open.dtl/welcome>. While SAMTD is confident in the full functionality of this system, as a legal matter, notification services offered through the site are not guaranteed and users of the notification services are ultimately responsible for reviewing postings to the site. Failure to acknowledge receipt of an addendum may cause an offer to be rejected as non-responsive.

### 6.3 CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

#### **Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

---

**Signature and Title of Authorized Official**

#### **SIGN ABOVE AND CHECK APPROPRIATE BOX BELOW:**

[ ] The undersigned chief legal counsel for the \_\_\_\_\_(firm) hereby certifies that the \_\_\_\_\_ (title of authorized official) has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

---

Signature of Applicant's Attorney

---

Date

[ ] Bidder or proposer does not have a "chief legal counsel."

**6.4 LOBBYING CERTIFICATE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of **ANY** Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.**

**6.5 CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

I, the undersigned, acting in behalf of myself/duly authorized to act in behalf of \_\_\_\_\_, hereby certify, under penalty of perjury as provided in ORS 305.385(6), that I am, or the above firm, corporation, or partnership is, to the best of my knowledge, not in violation of any Oregon tax law. For purposes of this certificate, "Oregon Tax Laws" are ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Title or Representative Capacity: \_\_\_\_\_

**\*\*SAMPLE ONLY-- DO NOT EXECUTE\*\***

**SALEM AREA MASS TRANSIT DISTRICT  
PERSONAL SERVICES CONTRACT FOR  
PROJECT MANAGEMENT SERVICES**

**Recitals:**

SAMTD issued a Request for Proposal (RFP) #2016-14 dated \_\_\_\_\_ for Consultant Services to be provided to SAMTD, hereby attached and incorporated into this Agreement;

Consultant submitted a Proposal dated XXX XX, 2017 (the "Proposal"), in response to the RFP and SAMTD selected Consultant to provide services as described in the RFP.

The District is defined in ORS 279B.005. This Contract for services is made under authority of ORS 267.200 and with all applicable laws, statutes, rules, regulations and policies.

NOW THEREFORE, SAMTD and the Consultant, for the considerations hereinafter named, agree as follows:

**Agreements:**

1. The term of this Agreement shall commence on the date of this Agreement as cited above, or upon final signature, whichever is later, and continue for a period of one (1) year.
2. Consultant agrees to provide the services described in Exhibit A, Scope of Work, Exhibit B, General Conditions, Exhibit C, Special Provisions and Exhibit D, Federal Terms and Conditions, attached and incorporated by reference herein, on the terms and conditions contained in the Agreement and to fully and faithfully perform its obligations under this Agreement. Services performed by Consultant will be performed in comparable manner and with the same degree of care, skill, diligence, competency and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field as Consultant.
3. The terms and conditions of RFP # \_\_\_\_\_ are incorporated into this contract by reference herein. In the event of conflict, this contract and its terms and conditions set forth herein, including Exhibit A, Scope of Work, Exhibit B, General Conditions, C Special Provisions and Exhibit D, Federal Terms and Conditions shall prevail over any conflicting or inconsistent provision of the RFP [Quote] or Proposal.
4. Provided that Consultant fully and faithfully performs its obligations under this Agreement, SAMTD agrees to compensate Consultant in accordance with the terms of this

Agreement. The maximum payable to Consultant is **\$ (Amount in figures) (Amount Written /100 Dollars)**, unless otherwise amended. The Consultant shall make Application for Payment for the services. Applications received by SAMTD by the fifth day of the month following services, will be paid by the last day of the month and in accordance with ORS 279C.570

5. Consultant shall maintain at all times commercial general liability insurance, property damage/automobile insurance, and workers' compensation insurance covering its activities and operations under this Agreement at limits as set forth in Exhibit C, Special Provisions. Consultant shall indemnify and hold SAMTD and their directors, officers, representatives, agents and employees harmless from all claims, liability, losses, and causes of action that may arise out of the performance of the contract. The Consultant shall pay all claims and losses of any nature whatsoever, in connection therewith, and shall defend all suits, in the name of SAMTD, when applicable, and shall pay all costs and judgments that may issue thereon.

6. Consultant shall comply with all applicable Federal, State, and local laws, rules and regulations.

7. Consultant hereby certifies, under penalty of perjury, that Consultant is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380(4).

8. In performing its obligations under this Agreement, Consultant agrees to comply with all applicable state laws, including, without limitation, ORS 279B.020, 279B.200 – 279B.240 and 279C.540, each of which is incorporated herein by reference and all federal terms and conditions included in Exhibit C – Federal Terms and Conditions.

9. Contactor agrees: (1) that no person performing work under this Agreement may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540. and (2) Contractor must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of



work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

10. All agreements and schedules set forth in the Exhibits are incorporated by reference and made a part hereof as though fully set forth herein.

11. Contractor shall comply with all virus-protection, access control, back-up, password, and other security, and other information technology policies of SAMTD when using, having access to, conveying or creating systems for any of SAMTD's computers, data, systems, personnel, or other information resources.

12. This Agreement is the entire, complete and exclusive agreement between the parties pertaining to its subject matter, and it supersedes all prior agreements, representations, and understandings of the parties. There are no agreements, representations or warranties except as set forth in this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

CONTRACTOR

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT  
OF OREGON

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: Allan Pollock

Title: \_\_\_\_\_

Title: General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – FEDERAL REQUIREMENTS  
(Personal Services)**

1. No Government Obligation To Third Parties

SAMTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to SAMTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, "Program Fraud civil Remedies, " 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

A. Contractor shall maintain a complete set of records relating to this Contract, in accordance with generally accepted accounting procedures. Contractor

shall permit the authorized representatives of SAMTD, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Contract until the expiration of three (3) years after final payment under this Contract.

- B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that SAMTD, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between SAMTD and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

4. Right to Inventions (04/16)

If the contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Federal Changes (10/15)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (*Form FTA MA(22) dated October 1, 2015*) between SAMTD and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

6. Civil Rights (04/16)

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any

employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- B. Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The following equal employment opportunity requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SAMTD requests which would cause SAMTD to be in violation of the FTA terms and conditions.

8. Disadvantaged Business Enterprise (11/14)

A. Policy. SAMTD has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. SAMTD has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, SAMTD has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of SAMTD to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

B. Contractor and Subcontractor Obligation. Contractor and/or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- i) Withholding monthly progress payments;
- ii) Assessing sanctions;
- iii) Liquidated damages; and/or
- iv) Disqualifying the contractor from future bidding as non-responsible

9. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by SAMTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to SAMTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to

parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

10. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

11. Procurement of Recovered Materials (04/16)

SAMTD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Lobbying

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government. "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States,

an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;



- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
  - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).
- (ii) Professional and technical services by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
  - (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
  - (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law

or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

- (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

- (b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law

or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

#### C. Disclosure

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

#### D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

13. Clean Air (04/16)

If the total value of this Contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to SAMTD and understands and agrees that SAMTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14. Clean Water Requirements (04/16)

If the total value of this Contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).. The Contractor agrees to report each violation to SAMTD and understands and agrees that SAMTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the FTA.

15. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

16. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

17. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

19. Buy America (03/06)

If this Contract is for Construction and/or the Acquisition of Goods or Rolling Stock (valued at more than \$150,000), the Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661 as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. and include, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323 (j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or Offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**END OF EXHIBIT A – FEDERAL REQUIREMENTS**



## BOARD MEETING MEMO

Agenda Item H.3

**To:** Board of Directors

**From:** Chris French, Senior Planner  
Steve Dickey, Director of Transportation Development

**Thru:** Allan Pollock, General Manager

**Date:** August 24, 2017

**Subject:** Service Expansion Public Outreach

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### ISSUE

Shall the Board direct the General Manager to prepare a draft plan for Board review this fall in preparation for public outreach in January-February 2018 regarding the service enhancements associated with the State Transportation Improvement Fund revenue?

### BACKGROUND AND FINDINGS

The Oregon State Legislature has passed House Bill 2017, which will establish the State Transportation Improvement Fund (STIF) that will bring over \$7 million per year to Marion and Polk Counties via a new employee payroll tax. In anticipation of this new funding staff is initiating the planning process to enhance Cherriots service.

Planning staff is developing an initial draft plan for the service enhancement project for board discussion. The focus of the plan is on using the additional funds to provide a baseline level of service on Saturdays, Sundays, holidays, and weeknights so the district can serve those who rely on our bus service the most. The first priority will be to provide better service to the district's current riders, with a secondary goal of making the district's service more useful to those who do not ride or currently ride infrequently.

Staff recommends the Board hold a retreat this fall to refine the service enhancement proposal in preparation for the public input process.

Although public feedback was received for Phase II of the Moving Forward project (weekends, extended evenings, and holiday service for Cherriots local fixed-route buses) in 2015, staff feels that it is necessary to ask the public about their preferences

of more specific ways to enhance our current services. Table 2 below details a draft plan for public outreach with potential locations noted. As the outreach materials are developed additional events could be added and due to the time of year some of these locations may be replaced with more suitable locations due to weather.

**Table 2. Tentative Public Outreach Plan**

Event	Location
Downtown Transit Center table	On center island of Downtown Transit Center and/or in the Customer Service Lobby
Take-one flyers on buses	On board buses
Website survey advertised on homepage and via social media outlets	Cherriots.org and Facebook/Twitter
Keizer Transit Center table	Keizer Transit Center conference room
Chemeketa Community College	Free speech table
Center 50+ table	Center 50+
South Salem Senior Center table	South Salem Senior Center
South Commercial Winco Foods table	South Commercial Winco
West Salem Starbucks table	West Salem Starbucks
Presentation to Latino Business Alliance	Latino Business Alliance monthly meeting (in Spanish)
Presentation to City of Salem Human Rights and Relations Advisory Commission	City of Salem Human Rights and Relations Advisory Commission November meeting
Table outside WalMart (near Devonshire Ave)	WalMart at 3025 Lancaster Dr NE
Table outside ShopKo	ShopKo at 1230 Lancaster Dr SE (on Rickey St)
Presentations to interested Neighborhood Associations	Notice will be sent to Neighborhood Association Chairs with proposed improvement summaries. Presentations will be scheduled with Neighborhood Associations expressing interest in including it on their agenda.



## **FINANCIAL IMPACT**

None.

## **RECOMMENDATION**

Staff recommends the Board direct the General Manager to prepare a draft plan for Board review in preparation for public outreach this winter regarding the service enhancements associated with the State Transportation Improvement Fund revenue.

## **PROPOSED MOTION**

**I move the Board direct the General Manager to prepare a draft plan for Board review in preparation for public outreach this winter regarding the service enhancements associated with the State Transportation Improvement Fund revenue.**





## BOARD MEETING MEMO

Agenda Item H.4

**To: Board of Directors**

**From: Robert Krebs, President  
SAMTD Board of Directors**

**Thru: Allan Pollock, General Manager**

**Date: August 24, 2017**

**Subject: Appointment of Board Members to Committee Assignments**

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### **Issue**

Shall the Board President appoint Board members as designated District representatives to standing local and state committees, and to Board appointed subcommittees?

### **Background**

According to *Rule 22(a) Committees* in the Board's Bylaws, "The president, from time to time, or the Board, by majority vote of its members at any meeting, may appoint Board members and other interested private citizens and representatives of groups and organizations to serve on standing or special committees. At the time of appointment of such members, the president shall state the purpose and duties of the committee. Any committee authorized by the Board shall perform the duties prescribed by the Board at the time the committee was created and shall be subject to the direction and control of the Board..."

Attachment A includes the committee appointments for FY 2017-2019.

### **Financial Impact**

None

### **Recommendation**

President Krebs will appoint Board members to Board committee assignments.

### **Proposed Motion**

**(President Krebs): I am appointing Board members to committee and subcommittee assignments as listed in Attachment A.**

# TRANSIT BOARD COMMITTEE MEMBERSHIP

Updated August 16, 2017

Group	Role	Board Rep
Executive Committee	The president, vice president, and treasurer serve on the Executive Committee. In the absence of any member, the secretary may attend. The Executive Committee may meet at the discretion of the president to resolve any emergency policy or legislative issue that requires immediate action between regularly scheduled Board meetings. The Executive Committee is subject to the authority of the Board, and none of the acts of the Executive Committee shall conflict with action previously taken by the Board regarding the same subject. To the extent possible, such emergency actions are deferred to a special meeting of the Board.	President Robert Krebs Vice President Steve Evans Treasurer Marcia Kelley (a) Secretary Colleen Busch
Special Transportation Fund Advisory Committee	Advisory committee to the SAMTD Board of Directors on allocation of special transportation funds for Marion and Polk Counties. Meets the 1 <sup>st</sup> Tuesday of the month from 3:00-4:30 p.m. (except June-August and December).	P: Jerry Thompson A: Colleen Busch
Mid-Willamette Valley Council of Governments (MWVCOG) Board of Directors	A voluntary association of local governments - Marion, Polk, and Yamhill Counties, cities within those counties, several special districts, and the Confederated Tribes of Grand Ronde. MWVCOG coordinates regional planning and development activities; and provides technical assistance and local services tailored to member governments. The COG Board usually meets the 3 <sup>rd</sup> Tuesday of March, June, October and December at 3:30 p.m. The SAMTD Board President typically fills this role.	<b>From 07/01/2017 - 12/31/2017</b> P: Jerry Thompson A: Robert Krebs  <b>From 01/01/2018 - 06/30/2019</b> P: Robert Krebs A: Jerry Thompson
Salem/Keizer Area Transportation Study (SKATS) Policy Committee	SKATS is the designated Metropolitan Planning Organization (MPO) for the Salem-Keizer area; and is directed by a Policy Committee. SKATS focuses on transportation planning activities, plans, and studies within the Salem-Keizer urban area for transportation facilities of regional significance. The Policy Committee adopts the long-range regional transportation plan and decides how the federal transportation funds available to the urban area will be spent on transportation projects and programs. Meets the 4th Tuesday of every month from 12:00-1:00 p.m. (Term begins 01/01/2018)	<b>From 07/01/2017 - 12/31/2017</b> P: Robert Krebs A: Kathy Lincoln  <b>From 01/01/2018 - 06/30/2019</b> P: Kathy Lincoln A: Colleen Busch

# TRANSIT BOARD COMMITTEE MEMBERSHIP

Updated August 16, 2017

Group	Role	Board Rep
Oregon Metropolitan Planning Organization Consortium (OMPOC)	Provides a forum to address common needs, issues and solutions to transportation and land use challenges facing Oregon's metropolitan regions and surrounding areas; provides recommendations for individual action of Oregon MPOs on issues of common interest; advocates for Oregon MPO policy, regulatory and funding interests at the state and federal level. Meetings are quarterly; travel is required.	P: Robert Krebs A: Kathy Lincoln
Mid-Willamette Area Commission on Transportation (MWACT)	Advisory to the Oregon Transportation Commission (OTC) on STIP; prioritizes STIP projects; conducts highway safety studies; hears presentations on issues and developments on all modes of transportation. Meetings are held on the 1st Thursday of the month from 3:30-5:00 p.m.	P: Marcia Kelley A: Kathy Lincoln
Salem Chamber of Commerce Monthly Forum	The forum is held on the 2 <sup>nd</sup> Monday of the month at 12:00 p.m.	P: Robert Krebs A: Steve Evans
Salem Chamber Public Policy Committee	Meetings are held on the 1st Thursday of the month from 7:00–8:30 a.m.	P: Jerry Thompson A: Steve Evans
Keizer Chamber of Commerce Monthly Forum	Meetings are held on the 2 <sup>nd</sup> Tuesday of the month at 12:00 PM.	P: Colleen Busch A: Kathy Lincoln
Keizer Chamber Economic Development & Government Affairs Committee (EDGA)	Meetings are held on the 3rd Wednesday of the month at 12:00 p.m. at the Keizer Chamber Office.	P: Colleen Busch A: Kathy Lincoln
Salem Economic Development Corporation (SEDCOR)	Experts speak about timely topics pertinent to business leaders across the spectrum of industries represented by our membership. This is a monthly business lunch held on the 2nd Wednesday at Broadway Commons.	P: Jerry Thompson A: Robert Krebs
West Salem Business Association (WSBA)	Meetings provide members an opportunity to network, exchange ideas and information, and get updates on association activities. Meetings are held on the 4 <sup>th</sup> Thursday of the month from 11:45 a.m. – 1:00 p.m. at West Salem Roth's	P: Steve Evans A: Marcia Kelley

# TRANSIT BOARD COMMITTEE MEMBERSHIP

Updated August 16, 2017

Group	Role	Board Rep
North Salem Business Association (NSBA)	The NSBA strives to improve business conditions of the North Salem community. Geographic boundaries include businesses located north of Downtown Salem, specifically in the Salem neighborhoods of Northgate, Grant, Highland, Lansing, Northeast Salem, Northeast Neighbors and North Lancaster. Meetings are held on the 1 <sup>st</sup> Thursday of the month from 11:30 a.m. – 1:00 p.m.	P: Kathy Lincoln A: Doug Rodgers
Transit Advisory Committee	As required by the passing of House Bill 2017. Meeting schedule yet to be determined.	P: Steve Evans A: Robert Krebs / Jerry Thompson
Transit Reports to Salem and Keizer City Councils	Develop method for Transit Reports to Salem and Keizer City Councils.	President Robert Krebs and Board members



**To:** Board of Directors

**From:** Matt Berggren, Transit Planner II  
Chris French, Senior Planner

**Thru:** Allan Pollock, General Manager

**Date:** August 24, 2017

**Subject:** September 2017 Service Change Briefing

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## ISSUE

Shall the Board receive a briefing regarding changes to Cherriots local service beginning September 5, 2017?

## BACKGROUND AND FINDINGS

### *Route 1X*

- **Wilsonville Station Only Wilsonville Stop Served**

As of July 17, Wilsonville Station has been the only stop in Wilsonville served. This is to allow for more flexible routing through Wilsonville as traffic continues to increase. This change has been treated as a detour until this service change, when it will be reflected on the print schedules and Google Maps.

### *Route 2*

- **Addition of Church @ Center Stop**

The stop at Church @ Center will be served by Route 2 when heading outbound. This will provide for a corresponding stop to Cottage @ Center.

- **Block with Route 5**

Route 2 will be blocked with Route 5 throughout day to help relieve pressure on operators and make sure the buses can start their trips on time. This should also help prevent buses from bunching.

### *Route 5*

- **Extending Last Trip of Evening**

Based on operator input, it was noted that the last trip in the evening currently ends at Market @ Clay. This prevents riders needing to access a destination anywhere in the rest of the loop from doing so. By extending the last trip to the Sunnyview @ Walker time point, riders have more options to complete their trip.

### *Route 7*

- **Splitting Block to Help 5:30 p.m. Trip Start on Time**

Currently, Route 7 is struggling to arrive back downtown at 5:20 p.m. due to traffic on Mission. This delay creates a difficult situation for the operator to start the next trip at 5:30 p.m., as scheduled. As a short-term fix to the problem, the change involves reblocking the buses. When the current bus arrives downtown (around 5:30 p.m.) it will go out of service and back to the yard. Another bus will come into service and start the 5:30 p.m. trip so that it can leave on time.

### *Route 9*

- **Move Time Point from Parkmeadow @ Oneil to Parkmeadow @ Wheatland**

A homeowner expressed concerns about the bus blocking sight lines while laying over at Parkmeadow @ Oneil. Staff is changing the time point to Parkmeadow @ Wheatland, which is a safer place for the bus to lay over.

- **Slight Shifts to Scheduled Times**

Minor time point adjustments are being made based on operator input and a comprehensive review of runtime on Route 9 during the PM time period (2:00 p.m. - 6:59 p.m.), and because of the shifted time point location on Parkmeadow.

- **Block Route 9 with Route 17 during PM Time Period**

During the PM time period (2:00 p.m. - 6:59 p.m.), buses on Route 9 and every other bus on Route 17 will be blocked together. The goal of this change is to help relieve pressure on operators and make sure the buses can start their trips on time while Planning works on a long-term solution for Route 9.

### *Routes 11, 12, 14, and 19*

- **Increased Deadhead from KTC to Del Webb in Afternoon and Evening**

An increase in deadhead time from Keizer Transit Center to Del Webb from 9 to



12 minutes after 3 p.m. based on operator feedback will be added. This should help give operators enough time to travel through Keizer Station.

#### *Route 15X*

- **Route Being Discontinued**

The State legislature has decided to no longer fund Route 15X. As a result, the route will be discontinued and no routes will serve the Airport Road Park and Ride. The last day of service will be September 1, 2017.

#### *Route 17*

- **No Longer Serving Kingwood West and Capital Manor Directly**

In mid-June, Cherriots was asked to no longer run buses into the Kingwood West Apartments parking lot. As of July 3, service to Capital Manor has also discontinued due to low ridership, the challenges with picking riders up when the turnaround is frequently blocked, and a future construction project. At this point, all trips of Route 17 will stop and layover at the bottom of the hill at Edgewater @ Manorview. This is considered a detour until September 5, at which point it will become a permanent change.

#### *Route 21*

- **Increased Deadhead from Madras @ Fircrest to Del Webb**

An increase in deadhead time from Madras @ Fircrest to Del Webb from 20 to 25 minutes based on operator feedback.

### **FINANCIAL IMPACT**

None.

### **RECOMMENDATION**

Information only.

### **PROPOSED MOTION**

Information only.





**To:** Board of Directors  
**From:** Allan Pollock, General Manager  
**Date:** August 27, 2017  
**Subject:** Board Member Committee Report

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**ISSUE**

Shall the Board report on their committee participation and meetings attended?

**BACKGROUND AND FINDINGS**

Board members are appointed to local, regional, or national committees. Board members also present testimony at public hearings on specific issues as the need arises. After these meetings, public hearings, or other activities attended by individual members on behalf of SAMTD, time will be scheduled for an oral report/update. The following activities have designated board member representation:

<u><b>Board/Committee</b></u>	<u><b>Director(s)</b></u>
Special Transportation Fund Advisory Committee (STFAC)	Alternate: Director Thompson
Mid-Willamette Area Commission on Transportation (MWACT)	Director Kelley Alternate: Director Lincoln
Mid-Willamette Valley Council of Governments (MWVCOG)	Director Thompson Alternate: President Krebs
Salem-Keizer Area Transportation Study Policy Committee (SKATS)	President Krebs Alternate: Director Busch
Oregon Metropolitan Planning Organization Consortium (OMPOC)	President Krebs Alternate: Director Busch

**FINANCIAL IMPACT**

None

**RECOMMENDATION**

Receive and File

**PROPOSED MOTION**

None





Salem Area Mass Transit District  
Board of Directors

~ **WORK SESSION** ~

July 10, 2017

Courthouse Square – Senator Hearing Room  
555 Court Street NE, Salem, Oregon 97301

**MINUTES**

<b>PRESENT:</b> <b>Board</b>	President Robert Krebs; Directors Jerry Thompson, Steve Evans, Marcia Kelley, Colleen Busch, and Doug Rodgers; <b>ABSENT:</b> Director Kathy Lincoln
<b>Staff</b>	Allan Pollock, General Manager; David Trimble, Chief Operating Officer; Patricia Feeny, Director of Communication; Paula Dixon, Director of Administration; Steve Dickey, Director of Transportation Development; Linda Galeazzi, Executive Assistant; Chris French, Senior Planner; Gregg Thompson, Maintenance Manager; Karen Garcia, Security and Emergency Management Manager
<b>Guests</b>	Dale Penn II, SAMTD Legislative State Affairs Team, CFM Strategic Solutions, and citizen, Bob Busch

**1. CALL TO ORDER 5:30 PM**

President Bob Krebs called the work session to order and welcomed newly elected Board member, Doug Rodgers who will represent Subdistrict #4.

**2. OATH OF OFFICE**

**Staff Report:** Page 1-2 of the agenda

Director Colleen Busch was re-elected to the Board at the May 16<sup>th</sup> District Election, and was sworn in to office by the Executive Assistant and Notary, Linda Galeazzi. Director Busch represents Subdistrict #2.

**3. DISCUSSION**

**a. Legislative Update – Passage of HB 2017 5:35 PM**

**Staff report:** Pages 27-60 of the agenda

<https://olis.leg.state.or.us/liz/2017R1/Measures/Overview/HB2017>

**Presenter:** Dale Penn II, SAMTD Legislative State Affairs Team

Mr. Penn advised the Board of the major components of the historic House Bill 2017 from a draft *Staff Measure Summary* for the Joint Committee on Transportation Preservation and Modernization. The Bill will provide statewide funding for public transportation service, and had broad legislative support. It establishes a payroll tax of one-tenth of one percent on wages paid to employees. Ninety percent of the proceeds will be distributed to transit providers; five percent will support a competitive grant program; four percent will be used for intercity transit; and one percent will be used for a technical center for smaller agencies. Accountability metrics will be required and transit agencies will have to continually show service value. The Bill is awaiting Governor Brown's signature and will go into effect on the 91<sup>st</sup> day following adjournment sine die. The revenue impact to the District is estimated at \$85.762 million over nine years.

**Follow-up:** Staff will follow up on questions asked by Board members and will provide them with talking points about what lies ahead for the District. Thank you letters will be sent to the legislators who worked on and strongly supported the Bill – Senate President Peter Courtney, Senators Brian Boquist and Jackie Winters, and Representatives Brian Clem, Rick Lewis, and Rich Vial. The Board will receive a full legislative report at the August 24<sup>th</sup> Board meeting.

## **b. Review of Core Network Policy**

**6:12 PM**

**Staff report:** Pages 3-12 of the agenda; Pages 8-11 Comprehensive plan designations for Salem and Keizer; Pages 3-4, 7 Attachment E: Proposed corridors in the Core Network; Pages 5-6 Attachment F: Core Network Policy #118

**Presenter:** Chris French, Senior Planner, Transportation Development Division  
A policy to establish a core network of service was proposed to the Board for their consideration. A core network of service would provide service to areas in Salem and Keizer that have been consistently, heavily used. Core areas were determined through current and historic ridership data and with comprehensive plan maps. The following streets were proposed for the Core Network –

- High St NE, Broadway St NE and River Rd N (*from Union St NE to Lockhaven Dr NE*)
- Lockhaven Dr NE (*from River Rd N to Chemawa Rd NE*)
- Summer St NE, Capitol St NE, Fairgrounds Rd NE, and Portland Rd NE (*from Union St NE to Hayesville Dr NE*)
- Lancaster Dr NE (*from Hayesville Dr NE to Rickey St SE*)
- Market St NE (*from Capitol St NE to Lancaster Dr NE*)
- Center St NE (*from 13th St NE to Lancaster Dr NE*)
- State St (*from 13th St NE to Lancaster Dr NE*)
- Commercial St SE (*from Trade St SE to Kuebler Blvd SE*) Liberty St SE (*from Commercial St SE to Trade St SE*)

- Skyline Rd S and Liberty Rd S (*from Madrona Ave S to Kuebler Blvd*)
- Marion and Center Street Bridges (*from Wallace Rd NW to Commercial St NE*)
- Edgewater St NW (*from Eola Dr NW to Gerth St NW*)
- Salem's Downtown (*between Front St NE, Union St NE, 13th St NE, and Trade St SE*)

Service in these areas would be maintained and prioritized whether service be reduced or expanded. In the coming months, the District will develop a strategy to communicate the core network to riders, residents, developers, and local governments, etc.

Board members provided their feedback after a review of the map showing the proposed core network.

Director Kelley shared her concern that Subdistrict #7 has very low transit service after the cuts made in 2009. Service is needed along Madrona and Kuebler and between Skyline and Liberty Streets. Land use in that area is very complimentary to transit for senior citizens.

Director Thompson said it was important that ridership in the areas suggested be evaluated.

Mr. French said Planning staff evaluated areas where there was already robust service. The City of Salem indicated to staff that they were willing to work with the District to get appropriate codes when working with developers.

### **c. Transit Asset Management**

**6:34 PM**

**Staff report:** Pages 13-24 of the agenda

**Presenter:** David Trimble, Chief Operating Officer

The Board received a presentation on Transit Asset Management (TAM) that is required by the Federal Transit Administration. TAM is a business model that uses the condition of assets to guide optimal prioritization of funding at transit properties to keep transit networks in a *State Of Good Repair* (SGR). Mr. Trimble explained the responsibilities and benefits for TAM development, and the TAM Plan timelines. He provided descriptions of the asset categories and classes and how they will be analyzed, the definition of a State of Good Repair condition, a Useful Life Benchmark and the ratings for the Transit Economic Requirements Model (T.E.R.M.).

Cherriots is considered a Tier II agency. Current assets include 129 revenue vehicles, 16 non-revenue vehicles, and four Cherriots-owned facilities. Board members reviewed a spreadsheet that provided the District's TAM targets and the TAM Plan timelines that began January 1, 2017. Transit agencies must set targets for SGR and develop a plan to be shared with local MPOs by October 1, 2018. Performance targets will be reported to

the National Transit Database annually beginning in 2018. The Plan will be reviewed for progress by the FTA every three years.

#### **d. Officer Elections**

**6:50 PM**

**Staff report:** Pages 25-26 of the agenda

**Presenter:** Allan Pollock, General Manager  
President Krebs, Board of Directors

Newly-elected and re-elected Board members, Doug Rodgers and Robert Krebs, will be sworn in at the July 27<sup>th</sup> Board meeting. Board members were advised that there will also be the Election of Officers. President Krebs and Directors Evans, Kelley and Busch expressed an interest in serving as an officer for the next two years.

Director Evans recommended that the committee responsibilities be spread around. He felt they needed a community outreach person.

Mr. Pollock recommended that they have that discussion at the August work session.

Director Busch said that she will not be at the August work session.

Director Rodgers advised that his work schedule is 7:30 a.m. to 4:00 p.m. He will work around his schedule to help out in any way.

#### **4. GENERAL MANAGER COMMENTS**

**6:55 PM**

**Staff report:** Pages 61-66 of the agenda

**Presenter:** Allan Pollock, General Manager

Board members reviewed the draft agenda for the July 27<sup>th</sup> board meeting, and the Board's calendar, and future items that will be brought before the Board for their consideration and action.

Mr. Pollock announced that he received news today that he was appointed to the City of Salem's City Council Transit Committee.

Director Busch spoke about the ethics training being offered by the Special Districts Association of Oregon. Mr. Pollock responded that the District has planned for ethics training at the August work session.

#### **5. WORK SESSION ADJOURNED**

**7:05 PM**

Submitted and Recorded by: Linda Galeazzi, Executive Assistant/Clerk of the Board





**To:** Board of Directors

**From:** Roxanne Beltz, Trip Choice Program Coordinator  
Steve Dickey, Director of Transportation Development

**Thru:** Allan Pollock, General Manager

**Date:** August 24, 2017

**Subject:** CHERRIOTS TRIP CHOICE 4th QUARTER REPORT

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**ISSUE**

The 4th quarter report of the FY 2016-2017 Cherriots Trip Choice Program.

**BACKGROUND AND FINDINGS**

Cherriots Trip Choice program activities, goals and metrics are structured around the 2015 – 2017 ODOT approved work plan and the 2015 – 2020 Cherriots Trip Choice Strategic Plan which details specific activities and improvements to the regional TDM program.

During the fourth quarter staff completed the first of three program brochures, completed the 2017 student poster contest, participated in 12 outreach events, invested significant time with the Open Streets Salem committee and continued preparatory work for the 2017 Drive Less Challenge.

**FINANCIAL IMPACT**

None

**RECOMMENDATION**

None

**PROPOSED MOTION**

Information Only

**CHERRIOTS TRIP CHOICE**

4th Quarter Report FY 2016-2017

April ~ May ~ June 2017

During the 4th Quarter of FY 2016-2017, Cherriots Trip Choice continued work in accordance with the recommendations made in the 2015-2020 Strategic Plan and the Strategic Priorities. Our tasks and the activities associated with those are detailed in our work plan which can be summarized as, management of the Regional Rideshare Database, providing marketing, outreach and incentives for the use of all transportation options and promotion and expansion of TDM tactics within Polk, Marion and Yamhill Counties.

**DRIVE LESS CONNECT**

Drive Less Connect is Oregon's secure, easy-to-use online ride-matching tool that matches people who want to share the ride to work, school or play. We have seen a decrease in interest in utilizing the database and the number of active users has started to decrease. ODOT has indicated that in the coming fiscal year they will be researching ridematching platforms since the current one is no longer meeting the needs of the users and it is not keeping up with technology.

**Drive Less Connect ~ 4th Quarter 2016-2017**

<b>Total active users</b> .....	<b>452</b>	Carpool trips .....	1961
<b>Total registered users</b> .....	<b>4390</b>	Did Not Work trips .....	599
New users.....	88	Vanpool trips .....	1482
Non SOV Miles Logged .....	149,737	Walk trips .....	325
Bike trips .....	920	Telework trips .....	170
Bus trips .....	696	Drive Alone trips .....	729

**Ridematching statistics:**

Ridematch search performed ..... 9681  
 Ridematch search with no results... 2406  
 Ridematch requests sent ..... 4112

## **PROJECTS AND PROGRESS**

### ***LITERATURE***

There will be three new brochures to start.

- The first one (focused on Carpool/VanPool Information) has been completed and it is in the process of being printed.
- The second brochure is focused on behavior change in regards to Bicycling and Walking.
- The third brochure will be focused on employers and employer programs.

### ***OPEN STREETS SALEM***

Open Streets Salem is a free community event planned for September 23<sup>rd</sup>. It is sponsored by the City of Salem with support from area sponsors such as Cherriots Trip Choice. The event is held in the hopes of promoting active and healthy living opportunities in our neighborhoods, fostering civic pride, and highlighting local projects.

Cherriots Trip Choice staff has been an active part of the planning committee and we will have a visible presence at Broadway Commons on the day of the event. There will be a variety of activity hubs set up from Highland Elementary to the Salem Saturday Market along with hosting food, drinks, free activities, free games, and free entertainment from local businesses and organizations.

### ***STUDENT POSTER CONTEST***

Staff has completed work on the 2017 annual poster contest. The theme this year was "Oh, the places you will go" and students were asked to create posters representing places they would go using a transportation option. Of the 400 + posters that were submitted, six winners were selected and 13 honorable mentions and presentations were made at the participating schools (typically during assemblies). Many of the posters will be featured in the 2018 calendar and exhibited in the Salem Art Associations Young Artist Showcase.

### ***DRIVE LESS CHALLENGE***

Once again we will be encouraging local folks to discover healthy, green travel options for work, school and play by joining the Oregon Drive Less Challenge Sept. 16-30! This challenge is run in conjunction with the statewide Drive Less Save More campaign and all of the other Oregon transportation options partners participate.

In addition to the statewide marketing and promotion efforts, we will be promoting the challenge with header cards, flyers, messages to our ETCs and information available (and the ability to sign up) at outreach events.

As in previous years, there are donated prizes such as \$500 gift cards, three GenZe Electric Bikes, KEEN Shoes, Hydro Flasks, Queen Bee Messenger Bags, and a variety of retail gift and coffee cards.

### **OUTREACH and MEETINGS**

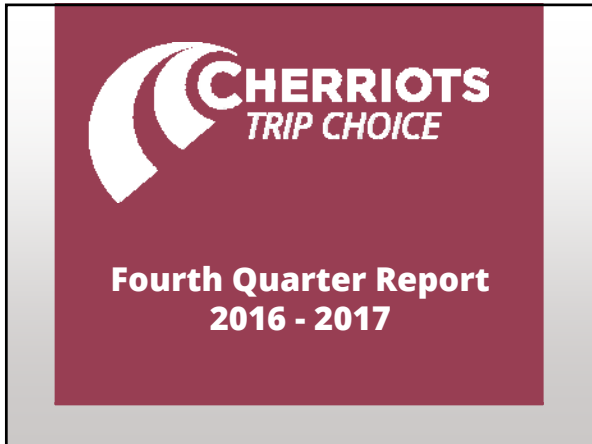
Staff participated in the following events or activities:

- Winema Place Health Fair
- Earth Day at Chemeketa Community College
- Earth Day at the Oregon Gardens
- Multiple school poster contest award presentations
- Keizer Community Resource Fair
- East Salem Bike Rodeo
- Dan Burden Salem Visit - Walkable & Livable Communities Institute
- Eco Fest
- Slow Way Home outreach/movie event
- Gilbert House Summer Block Party
- Salem – Wed Farmers Market Outreach
- Public Works Day

### **Status: Ongoing**

#### ***Ongoing participation and activities -***

- Association for Commuter Transportation (ACT)
- Board members of Transportation Options Group of Oregon
- Statewide TDM and ToGo quarterly meetings
- Valley VanPool Partnership
- Quarterly ETC networking and training lunch
- Drive Less Connect Regional Network Administrators meetings
- Cherriots Wellness Committee
- Cherriots Connects Committee
- Cherriots Sustainability Committee



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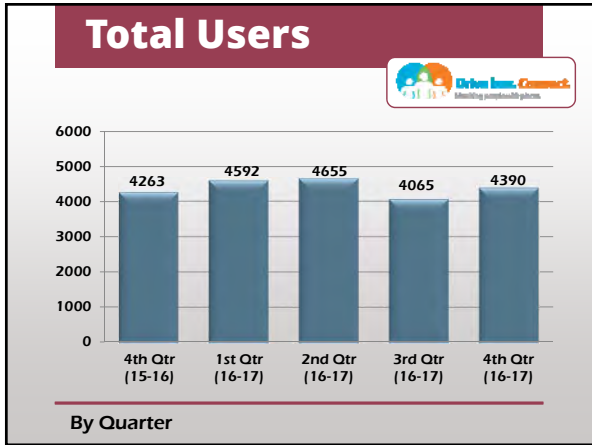
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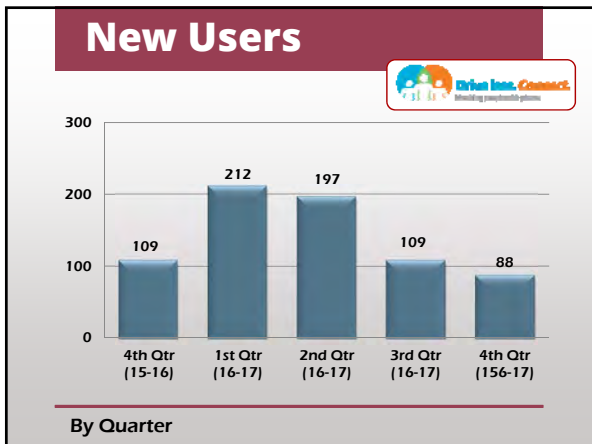
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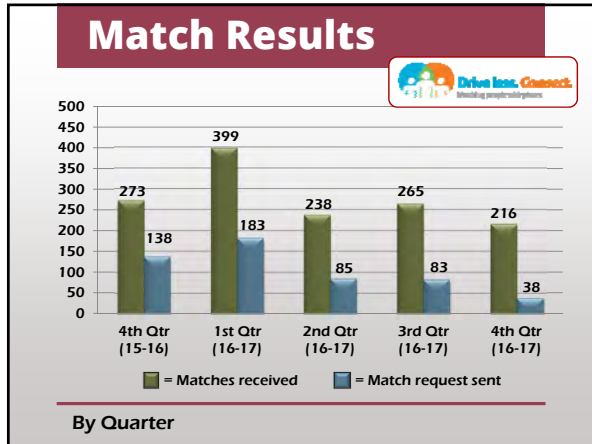
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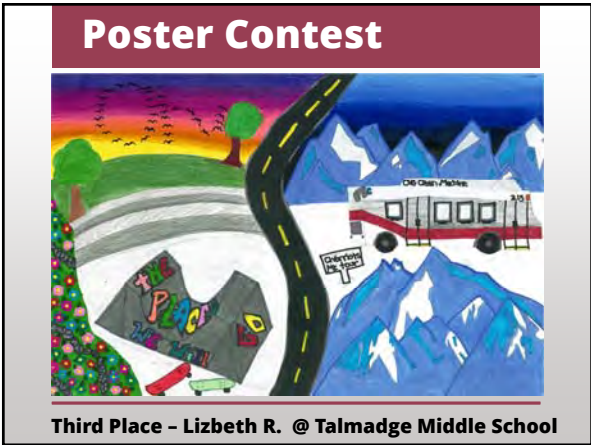
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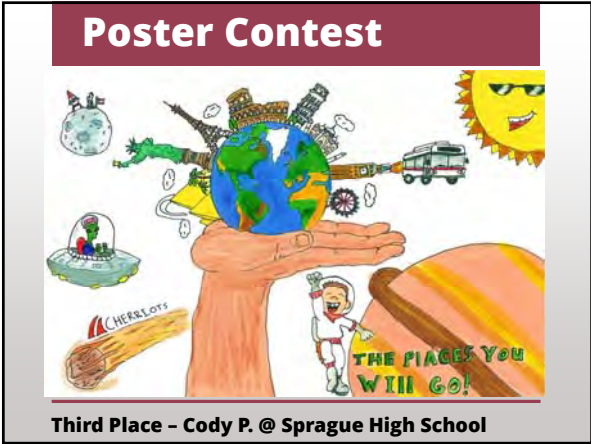
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**Poster Contest**



**Second Place - Marley H. @ Talmadge Middle School**

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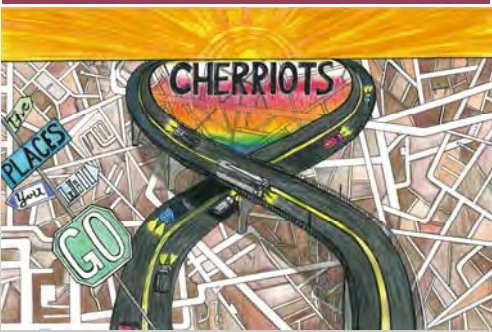
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**Poster Contest**



**Second Place - Meglacey H. @ Sprague High School**

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**Poster Contest**



**First Place - Avzeen S. @ Judson Middle School**

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### Poster Contest



First Place - Maya M. @ South Salem High School

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### Drive Less Challenge



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Thank You

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## BOARD MEETING MEMO

Agenda Item J.3

**To:** Board of Directors

**From:** Matt Berggren, Transit Planner II  
Chris French, Senior Planner

**Thru:** Allan Pollock, General Manager

**Date:** August 24, 2017

**Subject:** Performance Report – FY17 Q4

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### ISSUE

Shall the Board receive the quarterly information briefing on Cherriots services for the fourth quarter of FY17?

### BACKGROUND AND FINDINGS

Performance measures for the fourth quarter of Fiscal Year 2017 (F17 Q4) are included in Attachment A. FY17 began April 1, 2017 and ended June 30, 2017. All data are compared to the previous fiscal year, FY16. The data for these measures are derived from adjusted Trapeze schedules, vehicle fareboxes, passenger counting systems, and reservation software (RouteMatch and Mobility DR).

In May Cherriots Regional routes were redesigned. Part of that redesign included going from an on-demand model to a fixed route model. The data collected from parts of May and June based on the software parameters were continuing to be calculated through an on-demand model, which potentially has resulted in some inaccuracies. Staff are working to correct these issues and will provide corrected data at a future date.

In addition, because of the May service change, some categories reported below have been changed from past reports. Local Cherriots service is now separated from Cherriots Regional service. Shop and Ride replaces RED Line and Cherriots Lift replace CherryLift.

## Revenue Hours, Revenue Miles, and Boardings

### ***Cherriots Local***

Includes local fixed-route, local express routes, Qualified Human Service Organization (QHSO) routes, and the West Salem Connector.

- *Revenue Hours* – Up 5.7% (+35 Revenue Hours / Day)  
The increase is a result of the combination of the January 2017 services changes and the introduction of Route 15X Airport Rd Park & Ride Express, the latter of which is paid for by the State of Oregon.
- *Revenue Miles* – Up 1.8% (+144 Revenue Miles / Day)  
The increase is a result of the introduction of Route 15X Airport Rd Park & Ride Express, which is paid for by the State of Oregon.
- *Boardings* – Up 4.9% (+582 Boardings / Day)

### ***Cherriots Regional\****

Includes regional express routes and regional flex zones.

- *Revenue Hours* – Down 6.9% (-6 Revenue Hours / Day)
- *Revenue Miles* – Down 3.8% (-97 Revenue Miles / Day)
- *Boardings* – Down 13.0% (-85.3 Boardings / Day)

### ***Cherriots Shop and Ride\****

Includes Dial-a-Ride and Shopper Shuttle.

- *Revenue Hours* – Up 5.4% (+1 Revenue Hour / Day)
- *Revenue Miles* – Up 16.6% (+30 Revenue Miles / Day)
- *Boardings* – Up 15.0% (+5 Boardings / Day)

## ***Cherriots Lift\****

### Paratransit

- Revenue Hours – Down 4.7% (-11 Revenue Hours / Day)
- Revenue Miles – Up 6.1% (+181 Revenue Miles / Day)
- Boardings – Down 4.3% (-26 Boardings / Day)

\* Due to the service change on May 8, 2017, data from contracted services may contain inaccuracies that are yet to be resolved.

## **State Bus Pass Program**

The usage of State Bus Pass Program as a percentage of overall Cherriots ridership has dropped slightly from 3.3% in FY17 Q3 to 3.0% FY17 Q4.

The program has provided an average of 377 boardings per day for FY17 Q4. Since the program began, it has provided 89,045 rides total.

Due to state budget constrictions, the State Bus Pass Program was discontinued. State employee bus passes were honored by Cherriots through the end of July 2017.

## **January 2017 Changes**

Staff made a number of changes on January 3, 2017, to increase reliability and to simplify the route numbering and structure. Because of this, the results in Attachment A reference both the new route numbers and the former route numbers. Some routes are grouped together (e.g. Routes 19 and 21 -- Former Route 1) to allow for comparison between FY16 and FY17.

## **FINANCIAL IMPACT**

Information item only.

## **RECOMMENDATION**

Information item only.

## **PROPOSED MOTION**

Information item only.



ATTACHMENT A

# FY17 Q4 Performance Measures April-June 2017

**Table 1.** Total Revenue Hours

**Table 2.** Average Revenue Hours / Day

**Table 3.** Total Revenue Hours

**Table 4.** Average Revenue Miles / Day

**Table 5.** Total Boardings

**Table 6.** Average Boardings / Day

**Table 7.** Average Boardings / Revenue Hour

**Table 8.** Total Boardings Using State Bus Pass Program

**Table 9.** Average Boardings / Day Using State Bus Pass Program

**Table 10.** State Bus Pass Program Share of Boardings and Customer Comments

**Table 11.** Route 15X

**Table 1. Total Revenue Hours**

Route (Service Days)	FY16 Q4				FY17 Q4			
	Apr 2016 21	May 2016 21	Jun 2016 22	Total 64	Apr 2017 20	May 2017 22	Jun 2017 22	Total 64
<b>CHERRIOTS LOCAL FIXED-ROUTE</b>								
2 - Market / Brown	1,137	1,139	1,193	3,469	1,081	1,190	1,189	3,460
3 - Portland Road	638	639	663	1,940	600	660	660	1,920
4 - State Street	321	321	337	979	306	337	337	980
5,17 - Edgewater / Center (5/5A)	1,934	1,936	2,029	5,899	2,108	2,315	2,318	6,741
6,16 - Wallace / Fairview Industrial (6)	684	684	712	2,080	642	706	706	2,054
7 - Mission / State	328	328	344	1,000	313	343	344	1,000
8 - 12th / Liberty via Red Leaf	486	486	508	1,480	463	509	508	1,480
9 - Cherry / Parkmeadow (9/9A)	643	643	676	1,962	615	678	678	1,971
11 - Lancaster / Keizer	1,848	1,850	1,934	5,632	1,799	1,980	1,980	5,759
12 - Haysville	323	324	339	986	297	325	325	947
13,22 - Silverton Road / Salem Library (13)	641	641	580	1,862	612	673	673	1,958
14 - Windsor Island	320	320	384	1,024	307	338	338	983
15X - Airport Rd Park & Ride Express	0	0	429	429	403	443	443	1,289
18 - 12th / Liberty via Lone Oak (8A)	482	482	505	1,469	459	505	505	1,469
19,21 - N River Rd / S Commercial (1)	2,220	2,219	2,325	6,764	2,263	2,490	2,490	7,243
23 - Lansing / Hawthorne (10)	315	315	330	960	298	328	328	954
24 - State / Lancaster (4A)	320	321	336	977	305	335	336	976
<i>Total</i>	<i>12,640</i>	<i>12,648</i>	<i>13,624</i>	<i>38,912</i>	<i>12,871</i>	<i>14,155</i>	<i>14,158</i>	<i>41,184</i>
<b>LOCAL ON-DEMAND</b>								
West Salem Connector	315	315	330	960	300	330	330	960
<b>QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES</b>								
91 - Garten Foundation	9	9	10	28	14	15	15	44
92 - Rockwest	12	11	12	35	11	12	12	35
<i>Total</i>	<i>21</i>	<i>20</i>	<i>22</i>	<i>63</i>	<i>25</i>	<i>27</i>	<i>27</i>	<i>79</i>
<i>Cherriots Local Total</i>	<i>12,976</i>	<i>12,983</i>	<i>13,976</i>	<i>39,935</i>	<i>13,196</i>	<i>14,512</i>	<i>14,515</i>	<i>42,223</i>
<b>REGIONAL EXPRESS ROUTES</b>								
1X - Wilsonville / Salem Express	207	207	217	631	197	216	216	629
2X - Grand Ronde / Salem Express	319	319	335	973	303	334	334	971
10X - Woodburn / Salem Express (CARTS 10)	177	178	185	540	172	257	167	596
20X - N. Marion Co. / Salem Ex. (CARTS 20, 25)	338	334	352	1,024	311	297	259	867
30X - Santiam / Salem Express (CARTS 30, 35)	509	297	332	1,138	303	274	266	843
40X - Polk County / Salem Express (CARTS 40)	191	193	201	585	205	298	300	803
50X - Dallas / Salem Express (CARTS 50)	156	150	162	468	149	216	63	428
<i>Total</i>	<i>1,897</i>	<i>1,678</i>	<i>1,784</i>	<i>5,359</i>	<i>1,640</i>	<i>1,892</i>	<i>1,605</i>	<i>5,137</i>
<b>REGIONAL FLEX ZONES</b>								
Polk County Flex (CARTS 45)	314	318	328	960	300	174	275	749
<i>Cherriots Regional Total</i>	<i>2,211</i>	<i>1,996</i>	<i>2,112</i>	<i>6,319</i>	<i>1,940</i>	<i>2,066</i>	<i>1,880</i>	<i>5,886</i>
<b>SHOP AND RIDE</b>								
Dial-a-Ride	216	206	300	722	254	277	256	787
Shopper Shuttle	145	128	147	420	126	151	140	417
<i>Total</i>	<i>361</i>	<i>334</i>	<i>447</i>	<i>1,142</i>	<i>380</i>	<i>428</i>	<i>396</i>	<i>1,204</i>
<b>PARATRANSIT</b>								
Cherriots Lift	5,214	5,177	5,392	15,783	4,916	5,556	4,570	15,042



**Table 2. Average Revenue Hours / Day**

Route	FY16 Q4				FY17 Q4				Percent Change
	Apr 2016	May 2016	Jun 2016	Total	Apr 2017	May 2017	Jun 2017	Total	
(Service Days)	21	21	22	64	20	22	22	64	
<b>CHERRIOTS LOCAL FIXED-ROUTE</b>									
2 - Market / Brown	54.1	54.2	54.2	54.2	54.1	54.1	54.0	54.1	-0.3%
3 - Portland Road	30.4	30.4	30.1	30.3	30.0	30.0	30.0	30.0	-1.0%
4 - State Street	15.3	15.3	15.3	15.3	15.3	15.3	15.3	15.3	0.1%
5,17 - Edgewater / Center (5/5A)	92.1	92.2	92.2	92.2	105.4	105.2	105.4	105.3	14.3%
6,16 - Wallace / Fairview Industrial (6)	32.6	32.6	32.4	32.5	32.1	32.1	32.1	32.1	-1.3%
7 - Mission / State	15.6	15.6	15.6	15.6	15.7	15.6	15.6	15.6	0.0%
8 - 12th / Liberty via Red Leaf	23.1	23.1	23.1	23.1	23.2	23.1	23.1	23.1	0.0%
9 - Cherry / Parkmeadow (9/9A)	30.6	30.6	30.7	30.7	30.8	30.8	30.8	30.8	0.5%
11 - Lancaster / Keizer	88.0	88.1	87.9	88.0	90.0	90.0	90.0	90.0	2.3%
12 - Haysville	15.4	15.4	15.4	15.4	14.9	14.8	14.8	14.8	-4.0%
13,22 - Silverton Road / Salem Library (13)	30.5	30.5	26.4	29.1	30.6	30.6	30.6	30.6	5.2%
14 - Windsor Island	15.2	15.2	17.5	16.0	15.4	15.4	15.4	15.4	-4.0%
15X - Airport Rd Park & Ride Express	N/A	N/A	19.5	19.5	20.2	20.1	20.1	20.1	3.3%
18 - 12th / Liberty via Lone Oak (8A)	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	0.0%
19,21 - N River Rd / S Commercial (1)	105.7	105.7	105.7	105.7	113.2	113.2	113.2	113.2	7.1%
23 - Lansing / Hawthorne (10)	15.0	15.0	15.0	15.0	14.9	14.9	14.9	14.9	-0.6%
24 - State / Lancaster (4A)	15.2	15.3	15.3	15.3	15.3	15.2	15.3	15.3	-0.1%
<i>Total</i>	<i>601.9</i>	<i>602.3</i>	<i>619.3</i>	<i>608.0</i>	<i>643.6</i>	<i>643.4</i>	<i>643.5</i>	<i>643.5</i>	<i>5.8%</i>
<b>LOCAL ON-DEMAND</b>									
West Salem Connector	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	0.0%
<b>QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES</b>									
91 - Garten Foundation	0.4	0.4	0.5	0.4	0.7	0.7	0.7	0.7	57.1%
92 - Rockwest	0.6	0.5	0.5	0.5	0.6	0.5	0.5	0.5	0.0%
<i>Total</i>	<i>1.0</i>	<i>1.0</i>	<i>1.0</i>	<i>1.0</i>	<i>1.3</i>	<i>1.2</i>	<i>1.2</i>	<i>1.2</i>	<i>25.4%</i>
<i>Cherriots Local Total</i>	<i>617.9</i>	<i>618.2</i>	<i>635.3</i>	<i>624.0</i>	<i>659.8</i>	<i>659.6</i>	<i>659.8</i>	<i>659.7</i>	<i>5.7%</i>
<b>REGIONAL EXPRESS ROUTES</b>									
1X - Wilsonville / Salem Express	9.9	9.9	9.9	9.9	9.9	9.8	9.8	9.8	-0.3%
2X - Grand Ronde / Salem Express	15.2	15.2	15.2	15.2	15.2	15.2	15.2	15.2	-0.2%
10X - Woodburn / Salem Express (CARTS 10)	8.4	8.5	8.4	8.4	8.6	11.7	7.6	9.3	10.4%
20X - N. Marion Co. / Salem Ex. (CARTS 20, 25)	16.1	15.9	16.0	16.0	15.6	13.5	11.8	13.5	-15.3%
30X - Santiam / Salem Express (CARTS 30, 35)	24.2	14.1	15.1	17.8	15.2	12.5	12.1	13.2	-25.9%
40X - Polk County / Salem Express (CARTS 40)	9.1	9.2	9.1	9.1	10.3	13.5	13.6	12.5	37.3%
50X - Dallas / Salem Express (CARTS 50)	7.4	7.1	7.4	7.3	7.5	9.8	2.9	6.7	-8.5%
<i>Total</i>	<i>90.3</i>	<i>79.9</i>	<i>81.1</i>	<i>83.7</i>	<i>82.0</i>	<i>86.0</i>	<i>73.0</i>	<i>80.3</i>	<i>-4.1%</i>
<b>REGIONAL FLEX ZONES</b>									
Polk County Flex (CARTS 45)	15.0	15.1	14.9	15.0	15.0	7.9	12.5	11.7	-22.0%
<i>Cherriots Regional Total</i>	<i>105.3</i>	<i>95.0</i>	<i>96.0</i>	<i>98.7</i>	<i>97.0</i>	<i>93.9</i>	<i>85.5</i>	<i>92.0</i>	<i>-6.9%</i>
<b>SHOP AND RIDE</b>									
Dial-a-Ride	10.3	9.8	13.6	11.3	12.7	12.6	11.6	12.3	9.0%
Shopper Shuttle	6.9	6.1	6.7	6.6	6.3	6.9	6.4	6.5	-0.7%
<i>Total</i>	<i>17.2</i>	<i>15.9</i>	<i>20.3</i>	<i>17.8</i>	<i>19.0</i>	<i>19.5</i>	<i>18.0</i>	<i>18.8</i>	<i>5.4%</i>
<b>PARATRANSIT</b>									
Cherriots Lift	248.3	246.5	245.1	246.6	245.8	252.5	207.7	235.0	-4.7%

**Table 3. Total Revenue Miles**

Route (Service Days)	FY16 Q4				FY17 Q4			
	Apr 2016 21	May 2016 21	Jun 2016 22	Total 64	Apr 2017 20	May 2017 22	Jun 2017 22	Total 64
<b>LOCAL FIXED-ROUTE</b>								
2 - Market / Brown	14,353	14,364	15,054	43,771	13,676	15,054	15,039	43,769
3 - Portland Road	7,606	7,606	7,969	23,181	7,027	7,731	7,731	22,489
4 - State Street	3,689	3,689	3,393	10,771	3,017	3,319	3,319	9,655
5,17 - Edgewater / Center (5/5A)	22,450	22,462	23,543	68,455	22,256	24,450	24,473	71,179
6,16 - Wallace / Fairview Industrial (6)	9,526	9,530	9,923	28,979	9,028	9,930	9,930	28,888
7 - Mission / State	4,304	4,304	4,504	13,112	4,099	4,496	4,509	13,104
8 - 12th / Liberty via Red Leaf	6,482	6,467	6,775	19,724	6,174	6,793	6,780	19,747
9 - Cherry / Parkmeadow (9/9A)	9,544	9,545	10,014	29,103	9,106	10,021	10,024	29,151
11 - Lancaster / Keizer	24,698	24,718	25,905	75,321	23,521	25,892	25,894	75,307
12 - Haysville	3,904	3,903	4,090	11,897	3,198	4,044	4,199	11,441
13,22 - Silvertown Road / Salem Library (13)	7,302	7,308	7,656	22,266	7,040	7,744	7,744	22,528
14 - Windsor Island	4,753	4,760	4,979	14,492	4,533	4,979	4,986	14,498
15X - Airport Rd Park & Ride Express	0	0	3,952	3,952	4,160	4,561	4,571	13,292
18 - 12th / Liberty via Lone Oak (8A)	6,587	6,586	6,900	20,073	6,273	6,900	6,900	20,073
19,21 - N River Rd / S Commercial (1)	30,153	30,152	31,606	91,911	27,673	30,453	30,445	88,571
23 - Lansing / Hawthorne (10)	4,052	4,052	4,245	12,349	3,859	4,245	4,245	12,349
24 - State / Lancaster (4A)	3,730	3,729	3,907	11,366	3,552	3,895	3,907	11,354
<i>Total</i>	<i>163,133</i>	<i>163,175</i>	<i>174,415</i>	<i>500,723</i>	<i>158,192</i>	<i>174,507</i>	<i>174,696</i>	<i>507,395</i>
<b>LOCAL ON-DEMAND</b>								
West Salem Connector	3,333	2,447	2,181	7,961	3,853	3,721	2,975	10,549
<b>QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES</b>								
91 - Garten Foundation	123	122	128	373	116	128	128	372
92 - Rockwest	202	202	212	616	192	211	211	614
<i>Total</i>	<i>325</i>	<i>324</i>	<i>340</i>	<i>989</i>	<i>308</i>	<i>339</i>	<i>339</i>	<i>986</i>
<i>Cherriots Local Total</i>	<i>166,791</i>	<i>165,946</i>	<i>176,936</i>	<i>509,673</i>	<i>162,353</i>	<i>178,567</i>	<i>178,010</i>	<i>518,930</i>
<b>REGIONAL EXPRESS ROUTES</b>								
1X - Willsonville / Salem Express	6,718	6,718	7,038	20,474	6,398	7,038	7,038	20,474
2X - Grand Ronde / Salem Express	11,009	11,009	11,534	33,552	10,485	11,533	11,533	33,551
10X - Woodburn / Salem Express (CARTS 10)	3,534	3,539	3,690	10,763	4,535	4,934	4,535	14,004
20X - N. Marion Co. / Salem Ex. (CARTS 20, 25)	5,535	5,448	5,698	16,681	5,188	6,370	5,485	17,043
30X - Santiam / Salem Express (CARTS 30, 35)	6,015	5,932	6,447	18,394	5,621	5,556	4,310	15,487
40X - Polk County / Salem Express (CARTS 40)	4,237	4,263	4,511	13,011	4,120	6,019	2,655	12,794
50X - Dallas / Salem Express (CARTS 50)	2,981	2,892	3,036	8,909	2,764	3,470	2,225	8,459
<i>Total</i>	<i>40,029</i>	<i>39,801</i>	<i>41,954</i>	<i>121,784</i>	<i>39,111</i>	<i>44,920</i>	<i>37,781</i>	<i>121,812</i>
<b>REGIONAL FLEX ZONES</b>								
Polk County Flex (CARTS 45)	4,327	4,583	4,587	13,497	3,939	2,099	2,331	8,369
<i>Cherriots Regional Total</i>	<i>44,356</i>	<i>44,384</i>	<i>46,541</i>	<i>135,281</i>	<i>43,050</i>	<i>47,019</i>	<i>40,112</i>	<i>130,181</i>
<b>SHOP AND RIDE</b>								
Dial-a-Ride	2,604	2,353	3,415	8,372	3,174	3,549	3,074	9,797
Shopper Shuttle	993	960	1,270	3,223	1,193	1,394	1,141	3,728
<i>Total</i>	<i>3,597</i>	<i>3,313</i>	<i>4,685</i>	<i>11,595</i>	<i>4,367</i>	<i>4,943</i>	<i>4,215</i>	<i>13,525</i>
<b>PARATRANSIT</b>								
Cherriots Lift	62,108	62,042	65,299	189,449	61,371	70,136	69,531	201,038

**Table 4. Average Revenue Miles / Day**

Route	FY16 Q4				FY17 Q4				Percent Change
	Apr 2016	May 2016	Jun 2016	Total	Apr 2017	May 2017	Jun 2017	Total	
(Service Days)	21	21	22	64	20	22	22	64	
<b>LOCAL FIXED-ROUTE</b>									
2 - Market / Brown	683.5	684.0	684.3	683.9	683.8	684.3	683.6	683.9	0.0%
3 - Portland Road	362.2	362.2	362.2	362.2	351.4	351.4	351.4	351.4	-3.0%
4 - State Street	175.7	175.7	154.2	168.3	150.9	150.9	150.9	150.9	-10.4%
5,17 - Edgewater / Center (5/5A)	1,069.0	1,069.6	1,070.1	1,069.6	1,112.8	1,111.4	1,112.4	1,112.2	4.0%
6,16 - Wallace / Fairview Industrial (6)	453.6	453.8	451.0	452.8	451.4	451.4	451.4	451.4	-0.3%
7 - Mission / State	205.0	205.0	204.7	204.9	205.0	204.4	205.0	204.8	-0.1%
8 - 12th / Liberty via Red Leaf	308.7	308.0	308.0	308.2	308.7	308.8	308.2	308.5	0.1%
9 - Cherry / Parkmeadow (9/9A)	454.5	454.5	455.2	454.7	455.3	455.5	455.6	455.5	0.2%
11 - Lancaster / Keizer	1,176.1	1,177.0	1,177.5	1,176.9	1,176.1	1,176.9	1,177.0	1,176.7	0.0%
12 - Haysville	185.9	185.9	185.9	185.9	159.9	183.8	190.9	178.8	-3.8%
13,22 - Silverton Road / Salem Library (13)	347.7	348.0	348.0	347.9	352.0	352.0	352.0	352.0	1.2%
14 - Windsor Island	226.3	226.7	226.3	226.4	226.7	226.3	226.6	226.5	0.0%
15X - Airport Rd Park & Ride Express	N/A	N/A	179.6	179.6	208.0	207.3	207.8	207.7	15.6%
18 - 12th / Liberty via Lone Oak (8A)	313.7	313.6	313.6	313.6	313.7	313.6	313.6	313.6	0.0%
19,21 - N River Rd / S Commercial (1)	1,435.9	1,435.8	1,436.6	1,436.1	1,383.7	1,384.2	1,383.9	1,383.9	-3.6%
23 - Lansing / Hawthorne (10)	193.0	193.0	193.0	193.0	193.0	193.0	193.0	193.0	0.0%
24 - State / Lancaster (4A)	177.6	177.6	177.6	177.6	177.6	177.0	177.6	177.4	-0.1%
<i>Total</i>	<i>7,768.2</i>	<i>7,770.2</i>	<i>7,928.0</i>	<i>7,823.8</i>	<i>7,909.6</i>	<i>7,932.1</i>	<i>7,940.7</i>	<i>7,928.0</i>	<i>1.3%</i>
<b>LOCAL ON-DEMAND</b>									
West Salem Connector	158.7	116.5	99.1	124.4	192.7	169.1	135.2	164.8	32.5%
<b>QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES</b>									
91 - Garten Foundation	5.9	5.8	5.8	5.8	5.8	5.8	5.8	5.8	-0.3%
92 - Rockwest	9.6	9.6	9.6	9.6	9.6	9.6	9.6	9.6	-0.3%
<i>Total</i>	<i>15.5</i>	<i>15.4</i>	<i>15.5</i>	<i>15.5</i>	<i>15.4</i>	<i>15.4</i>	<i>15.4</i>	<i>15.4</i>	<i>-0.3%</i>
<i>Cherriots Local Total</i>	<i>7,942.4</i>	<i>7,902.2</i>	<i>8,042.5</i>	<i>7,963.6</i>	<i>8,117.7</i>	<i>8,116.7</i>	<i>8,091.4</i>	<i>8,108.3</i>	<i>1.8%</i>
<b>REGIONAL EXPRESS ROUTES</b>									
1X - Willsonville / Salem Express	319.9	319.9	319.9	319.9	319.9	319.9	319.9	319.9	0.0%
2X - Grand Ronde / Salem Express	524.2	524.2	524.3	524.3	524.3	524.2	524.2	524.2	0.0%
10X - Woodburn / Salem Express (CARTS 10)	168.3	168.5	167.7	168.2	226.8	224.3	206.1	218.8	30.1%
20X - N. Marion Co. / Salem Ex. (CARTS 20, 25)	263.6	259.4	259.0	260.6	259.4	289.5	249.3	266.3	2.2%
30X - Santiam / Salem Express (CARTS 30, 35)	286.4	282.5	293.0	287.4	281.1	252.5	195.9	242.0	-15.8%
40X - Polk County / Salem Express (CARTS 40)	201.8	203.0	205.0	203.3	206.0	273.6	120.7	199.9	-1.7%
50X - Dallas / Salem Express (CARTS 50)	142.0	137.7	138.0	139.2	138.2	157.7	101.1	132.2	-5.1%
<i>Total</i>	<i>1,906.1</i>	<i>1,895.3</i>	<i>1,907.0</i>	<i>1,902.9</i>	<i>1,955.6</i>	<i>2,041.8</i>	<i>1,717.3</i>	<i>1,903.3</i>	<i>0.0%</i>
<b>REGIONAL FLEX ZONES</b>									
Polk County Flex (CARTS 45)	206.0	218.2	208.5	210.9	197.0	95.4	106.0	130.8	-38.0%
<i>Cherriots Regional Total</i>	<i>2,112.2</i>	<i>2,113.5</i>	<i>2,115.5</i>	<i>2,113.8</i>	<i>2,152.5</i>	<i>2,137.2</i>	<i>1,823.3</i>	<i>2,034.1</i>	<i>-3.8%</i>
<b>SHOP AND RIDE</b>									
Dial-a-Ride	124.0	112.0	155.2	130.8	158.7	161.3	139.7	153.1	17.0%
Shopper Shuttle	47.3	45.7	57.7	50.4	59.7	63.4	51.9	58.3	15.7%
<i>Total</i>	<i>171.3</i>	<i>157.8</i>	<i>213.0</i>	<i>181.2</i>	<i>218.4</i>	<i>224.7</i>	<i>191.6</i>	<i>211.3</i>	<i>16.6%</i>
<b>PARATRANSIT</b>									
Cherriots Lift	2,957.5	2,954.4	2,968.1	2,960.1	3,068.6	3,188.0	3,160.5	3,141.2	6.1%

**Table 5. Total Boardings**

Route (Service Days)	FY16 Q4				FY17 Q4			
	Apr 2016 21	May 2016 21	Jun 2016 22	Total 64	Apr 2017 20	May 2017 22	Jun 2017 22	Total 64
<b>CHERRIOTS LOCAL FIXED-ROUTE</b>								
2 - Market / Brown	26,908	27,108	23,441	77,457	26,634	29,257	24,783	80,674
3 - Portland Road	17,726	17,269	15,789	50,784	14,900	16,239	14,834	45,973
4 - State Street	7,343	7,343	6,876	21,562	6,099	7,242	6,444	19,785
5,17 - Edgewater / Center (5/5A)	33,484	34,288	33,985	101,757	35,594	40,190	38,381	114,165
6,16 - Wallace / Fairview Industrial (6)	9,080	8,664	8,544	26,288	8,082	9,365	9,488	26,935
7 - Mission / State	6,293	6,350	7,218	19,861	5,802	6,682	6,126	18,610
8 - 12th / Liberty via Red Leaf	9,468	9,550	8,153	27,171	8,815	11,212	10,111	30,138
9 - Cherry / Parkmeadow (9/9A)	9,014	9,074	10,130	28,218	9,420	10,464	9,863	29,747
11 - Lancaster / Keizer	44,276	44,034	41,362	129,672	42,965	48,725	44,228	135,918
12 - Haysville	2,914	3,069	2,779	8,762	1,732	1,884	1,682	5,298
13,22 - Silvertown Road / Salem Library (13)	11,864	12,169	11,089	35,122	10,270	11,715	10,773	32,758
14 - Windsor Island	2,416	2,183	1,972	6,571	1,873	2,341	2,088	6,302
15X - Airport Rd Park & Ride Express	N/A	N/A	931	931	2,704	2,699	2,486	7,889
18 - 12th / Liberty via Lone Oak (8A)	8,137	7,892	7,982	24,011	7,853	8,874	8,804	25,531
19,21 - N River Rd / S Commercial (1)	54,315	53,091	53,292	160,698	55,608	63,670	62,246	181,524
23 - Lansing / Hawthorne (10)	3,137	3,043	3,253	9,433	2,633	3,039	2,765	8,437
24 - State / Lancaster (4A)	8,095	7,933	7,049	23,077	5,838	6,770	6,774	19,382
<i>Total</i>	254,470	253,060	243,845	751,375	246,822	280,368	261,876	789,066
<b>LOCAL ON-DEMAND</b>								
West Salem Connector	1,161	1,250	1,070	3,481	1,225	1,248	962	3,435
<b>QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES</b>								
91 - Garten Foundation	337	326	327	990	225	301	305	831
92 - Rockwest	296	282	561	1,139	255	326	341	922
<i>Total</i>	633	608	888	2,129	480	627	646	1,753
<i>Cherriots Local Total</i>	256,264	254,918	245,803	756,985	248,527	282,243	263,484	794,254
<b>REGIONAL EXPRESS ROUTES</b>								
1X - Willsonville / Salem Express	3,060	3,085	3,335	9,480	2,999	3,312	3,408	9,719
2X - Grand Ronde / Salem Express	1,664	1,455	1,244	4,363	1,311	1,705	1,515	4,531
10X - Woodburn / Salem Express (CARTS 10)	1,120	1,118	931	3,169	916	1,234	924	3,074
20X - N. Marion Co. / Salem Ex. (CARTS 20, 25)	1,368	1,304	1,096	3,768	988	884	764	2,636
30X - Santiam / Salem Express (CARTS 30, 35)	1,551	1,404	1,307	4,262	1,162	1,023	1,014	3,199
40X - Polk County / Salem Express (CARTS 40)	2,160	2,239	1,940	6,339	1,723	2,977	2,798	7,498
50X - Dallas / Salem Express (CARTS 50)	1,515	1,542	1,458	4,515	1,302	746	459	2,507
<i>Total</i>	12,438	12,147	11,311	35,896	10,401	11,881	10,882	33,164
<b>REGIONAL FLEX ZONES</b>								
Polk County Flex (CARTS 45)	2,046	2,013	1,972	6,031	1,312	1,108	886	3,306
<i>Cherriots Regional Total</i>	14,484	14,160	13,283	41,927	11,713	12,989	11,768	36,470
<b>SHOP AND RIDE</b>								
Dial-a-Ride	338	333	490	1,161	416	462	434	1,312
Shopper Shuttle	355	294	333	982	359	422	371	1,152
<i>Total</i>	693	627	823	2,143	775	884	805	2,464
<b>PARATRANSIT</b>								
Cherriots Lift	12,268	12,540	13,103	37,911	11,088	12,631	12,546	36,265

**Table 6. Average Boardings / Day**

Route	FY16 Q4				FY17 Q4				Percent Change
	Apr 2016	May 2016	Jun 2016	Total	Apr 2017	May 2017	Jun 2017	Total	
(Service Days)	21	21	22	64	20	22	22	64	
<b>LOCAL FIXED-ROUTE</b>									
2 - Market / Brown	1,281.3	1,290.9	1,065.5	1,210.3	1,331.7	1,329.9	1,126.5	1,260.5	4.2%
3 - Portland Road	844.1	822.3	717.7	793.5	745.0	738.1	674.3	718.3	-9.5%
4 - State Street	349.7	349.7	312.5	336.9	305.0	329.2	292.9	309.1	-8.2%
5,17 - Edgewater / Center (5/5A)	1,594.5	1,632.8	1,544.8	1,590.0	1,779.7	1,826.8	1,744.6	1,783.8	12.2%
6,16 - Wallace / Fairview Industrial (6)	432.4	412.6	388.4	410.8	404.1	425.7	431.3	420.9	2.5%
7 - Mission / State	299.7	302.4	328.1	310.3	290.1	303.7	278.5	290.8	-6.3%
8 - 12th / Liberty via Red Leaf	450.9	454.8	370.6	424.5	440.8	509.6	459.6	470.9	10.9%
9 - Cherry / Parkmeadow (9/9A)	429.2	432.1	460.5	440.9	471.0	475.6	448.3	464.8	5.4%
11 - Lancaster / Keizer	2,108.4	2,096.9	1,880.1	2,026.1	2,148.3	2,214.8	2,010.4	2,123.7	4.8%
12 - Haysville	138.8	146.1	126.3	136.9	86.6	85.6	76.5	82.8	-39.5%
13,22 - Silverton Road / Salem Library (13)	565.0	579.5	504.0	548.8	513.5	532.5	489.7	511.8	-6.7%
14 - Windsor Island	115.0	104.0	89.6	102.7	93.7	106.4	94.9	98.5	-4.1%
15X - Airport Rd Park & Ride Express	N/A	N/A	42.3	42.3	135.2	122.7	113.0	123.3	191.3%
18 - 12th / Liberty via Lone Oak (8A)	387.5	375.8	362.8	375.2	392.7	403.4	400.2	398.9	6.3%
19,21 - N River Rd / S Commercial (1)	2,586.4	2,528.1	2,422.4	2,510.9	2,780.4	2,894.1	2,829.4	2,836.3	13.0%
23 - Lansing / Hawthorne (10)	149.4	144.9	147.9	147.4	131.7	138.1	125.7	131.8	-10.6%
24 - State / Lancaster (4A)	385.5	377.8	320.4	360.6	291.9	307.7	307.9	302.8	-16.0%
<i>Total</i>	<i>12,117.6</i>	<i>12,050.5</i>	<i>11,083.9</i>	<i>11,740.2</i>	<i>12,341.1</i>	<i>12,744.0</i>	<i>11,903.5</i>	<i>12,329.2</i>	<i>5.0%</i>
<b>LOCAL ON-DEMAND</b>									
West Salem Connector	55.3	59.5	48.6	54.4	61.3	56.7	43.7	53.7	-1.3%
<b>QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES</b>									
91 - Garten Foundation	16.0	15.5	14.9	15.5	11.3	13.7	13.9	13.0	-16.1%
92 - Rockwest	14.1	13.4	25.5	17.8	12.8	14.8	15.5	14.4	-19.1%
<i>Total</i>	<i>30.1</i>	<i>29.0</i>	<i>40.4</i>	<i>33.3</i>	<i>24.0</i>	<i>28.5</i>	<i>29.4</i>	<i>27.4</i>	<i>-17.7%</i>
<i>Cherriots Local Total</i>	<i>12,203.0</i>	<i>12,139.0</i>	<i>11,172.9</i>	<i>11,827.9</i>	<i>12,426.4</i>	<i>12,829.2</i>	<i>11,976.5</i>	<i>12,410.2</i>	<i>4.9%</i>
<b>REGIONAL EXPRESS ROUTES</b>									
1X - Willsonville / Salem Express	145.7	146.9	151.6	148.1	150.0	150.5	154.9	151.9	2.5%
2X - Grand Ronde / Salem Express	79.2	69.3	56.5	68.2	65.6	77.5	68.9	70.8	3.9%
10X - Woodburn / Salem Express (CARTS 10)	53.3	53.2	42.3	49.5	45.8	56.1	68.9	48.0	-3.0%
20X - N. Marion Co. / Salem Ex. (CARTS 20, 25)	65.1	62.1	49.8	58.9	49.4	40.2	42.0	41.2	-30.0%
30X - Santiam / Salem Express (CARTS 30, 35)	73.9	66.9	59.4	66.6	58.1	46.5	34.7	50.0	-24.9%
40X - Polk County / Salem Express (CARTS 40)	102.9	106.6	88.2	99.0	86.2	135.3	46.1	117.2	18.3%
50X - Dallas / Salem Express (CARTS 50)	72.1	73.4	66.3	70.5	65.1	33.9	127.2	39.2	-44.5%
<i>Total</i>	<i>592.3</i>	<i>578.4</i>	<i>514.1</i>	<i>560.9</i>	<i>520.1</i>	<i>540.0</i>	<i>494.6</i>	<i>518.2</i>	<i>-7.6%</i>
<b>REGIONAL FLEX ZONES</b>									
Polk County Flex (CARTS 45)	97.4	95.9	89.6	94.2	65.6	50.4	40.3	51.7	-45.2%
<i>Cherriots Regional Total</i>	<i>689.7</i>	<i>674.3</i>	<i>603.8</i>	<i>655.1</i>	<i>585.7</i>	<i>590.4</i>	<i>534.9</i>	<i>569.8</i>	<i>-13.0%</i>
<b>SHOP AND RIDE</b>									
Dial-a-Ride	16.1	15.9	22.3	18.1	20.8	21.0	19.7	20.5	13.0%
Shopper Shuttle	16.9	14.0	15.1	15.3	18.0	19.2	16.9	18.0	17.3%
<i>Total</i>	<i>33.0</i>	<i>29.9</i>	<i>37.4</i>	<i>33.5</i>	<i>38.8</i>	<i>40.2</i>	<i>36.6</i>	<i>38.5</i>	<i>15.0%</i>
<b>PARATRANSIT</b>									
Cherriots Lift	584.2	597.1	595.6	592.4	554.4	574.1	570.3	566.6	-4.3%

**Table 7. Average Boardings / Revenue Hour**

Route (Service Days)	FY16 Q4				FY17 Q4				Percent Change
	Apr 2016 21	May 2016 21	Jun 2016 22	Total 64	Apr 2017 20	May 2017 22	Jun 2017 22	Total 64	
<b>LOCAL FIXED-ROUTE</b>									
2 - Market / Brown	23.7	23.8	19.6	22.3	24.6	24.6	20.8	23.3	4.4%
3 - Portland Road	27.8	27.0	23.8	26.2	24.8	24.6	22.5	23.9	-8.5%
4 - State Street	22.9	22.9	20.4	22.0	19.9	21.5	19.1	20.2	-8.3%
5,17 - Edgewater / Center (5/5A)	17.3	17.7	16.7	17.2	16.9	17.4	16.6	16.9	-1.8%
6,16 - Wallace / Fairview Industrial (6)	13.3	12.7	12.0	12.6	12.6	13.3	13.4	13.1	3.8%
7 - Mission / State	19.2	19.4	21.0	19.9	18.5	19.5	17.8	18.6	-6.3%
8 - 12th / Liberty via Red Leaf	19.5	19.7	16.0	18.4	19.0	22.0	19.9	20.4	10.9%
9 - Cherry / Parkmeadow (9/9A)	14.0	14.1	15.0	14.4	15.3	15.4	14.5	15.1	4.9%
11 - Lancaster / Keizer	24.0	23.8	21.4	23.0	23.9	24.6	22.3	23.6	2.5%
12 - Haysville	9.0	9.5	8.2	8.9	5.8	5.8	5.2	5.6	-37.0%
13,22 - Silverton Road / Salem Library (13)	18.5	19.0	19.1	18.9	16.8	17.4	16.0	16.7	-11.3%
14 - Windsor Island	7.6	6.8	5.1	6.4	6.1	6.9	6.2	6.4	-0.1%
15X - Airport Rd Park & Ride Express	N/A	N/A	2.2	2.2	6.7	6.1	5.6	6.1	182.0%
18 - 12th / Liberty via Lone Oak (8A)	16.9	16.4	15.8	16.3	17.1	17.6	17.4	17.4	6.3%
19,21 - N River Rd / S Commercial (1)	24.5	23.9	22.9	23.8	24.6	25.6	25.0	25.1	5.5%
23 - Lansing / Hawthorne (10)	10.0	9.7	9.9	9.8	8.8	9.3	8.4	8.8	-10.0%
24 - State / Lancaster (4A)	25.3	24.7	21.0	23.6	19.1	20.2	20.2	19.9	-15.9%
<i>Total</i>	20.1	20.0	17.9	19.3	19.2	19.8	18.5	19.2	-0.8%
<b>LOCAL ON-DEMAND</b>									
West Salem Connector	3.7	4.0	3.2	3.6	4.1	3.8	2.9	3.6	-1.3%
<b>QUALIFIED HUMAN SERVICE ORGANIZATION ROUTES</b>									
91 - Garten Foundation	37.4	36.2	32.7	35.4	16.1	20.1	20.3	18.9	-46.6%
92 - Rockwest	24.7	25.6	46.8	32.5	23.2	27.2	28.4	26.3	-19.1%
<i>Total</i>	30.1	30.4	40.4	33.8	19.2	23.2	23.9	22.2	-34.3%
<i>Cherriots Local Total</i>	19.7	19.6	17.6	19.0	18.8	19.4	18.2	18.8	-0.8%
<b>CHERRIOTS EXPRESS ROUTES</b>									
1X - Wilsonville / Salem Express	14.8	14.9	15.4	15.0	15.2	15.3	15.8	15.5	2.8%
2X - Grand Ronde / Salem Express	5.2	4.6	3.7	4.5	4.3	5.1	4.5	4.7	4.1%
10X - Woodburn / Salem Express (CARTS 10)	6.3	6.3	5.0	5.9	5.3	4.8	9.1	5.2	-12.1%
20X - N. Marion Co. / Salem Ex. (CARTS 20, 25)	4.0	3.9	3.1	3.7	3.2	3.0	3.6	3.0	-17.4%
30X - Santiam / Salem Express (CARTS 30, 35)	3.0	4.7	3.9	3.7	3.8	3.7	2.9	3.8	1.3%
40X - Polk County / Salem Express (CARTS 40)	11.3	11.6	9.7	10.8	8.4	10.0	3.4	9.3	-13.8%
50X - Dallas / Salem Express (CARTS 50)	9.7	10.3	9.0	9.6	8.7	3.5	44.4	5.9	-39.3%
<i>Total</i>	6.6	7.2	6.3	6.7	6.3	6.3	0.3	6.5	-3.6%
<b>REGIONAL FLEX ZONES</b>									
Polk County Flex (CARTS 45)	6.5	6.3	6.0	6.3	4.4	6.4	3.2	4.4	-29.7%
<i>Cherriots Regional Total</i>	6.6	7.1	6.3	6.6	6.0	6.3	6.3	6.2	-6.6%
<b>SHOP AND RIDE</b>									
Dial-a-Ride	1.6	1.6	1.6	1.6	1.6	1.7	1.7	1.7	3.7%
Shopper Shuttle	2.4	2.3	2.3	2.3	2.8	2.8	2.7	2.8	18.2%
<i>Total</i>	1.9	1.9	1.8	1.9	2.0	2.1	2.0	2.0	9.1%
<b>PARATRANSIT</b>									
Cherriots Lift	2.4	2.4	2.4	2.4	2.3	2.3	2.7	2.4	0.4%

**Table 8.** Total Boardings using State Bus Pass Program

Route	FY17 Q4			
	Apr 2017	May 2017	Jun 2017	Total
(Service Days)	20	22	22	64
<b>CHERRIOTS LOCAL FIXED-ROUTE</b>				
<b>2 - Market / Brown</b>	391	385	354	1,130
<b>3 - Portland Road</b>	439	459	435	1,333
<b>4 - State Street</b>	101	75	72	248
<b>5,17 - Edgewater / Center (5/5A)</b>	770	865	779	2,414
<b>6,16 - Wallace / Fairview Industrial (6)</b>	267	239	249	755
<b>7 - Mission / State</b>	49	51	30	130
<b>8 - 12th / Liberty via Red Leaf</b>	303	486	506	1,295
<b>9 - Cherry / Parkmeadow (9/9A)</b>	384	313	325	1,022
<b>11 - Lancaster / Keizer</b>	56	64	35	155
<b>12 - Haysville</b>	1	1	0	2
<b>13,22 - Silvertown Road / Salem Library (13)</b>	168	185	206	559
<b>14 - Windsor Island</b>	2	3	3	8
<b>15X - Airport Rd Park &amp; Ride Express</b>	1,649	1,594	1,515	4,758
<b>18 - 12th / Liberty via Lone Oak (8A)</b>	288	291	352	931
<b>19,21 - N River Rd / S Commercial (1)</b>	1,032	1,702	1,553	4,287
<b>23 - Lansing / Hawthorne</b>	51	60	80	191
<b>24 - State / Lancaster (4A)</b>	25	26	15	66
<i>Total</i>	5,976	6,799	6,509	19,284
<b>CHERRIOTS LOCAL ON-DEMAND</b>				
<b>West Salem Connector</b>	2	0	0	2
<b>CHERRIOTS EXPRESS ROUTES</b>				
<b>1X - Wilsonville / Salem Express</b>	1,489	1,671	1,684	4,844
<b>2X - Grand Ronde / Salem Express</b>	1	6	0	7
<i>Total</i>	7,468	8,470	8,193	24,131
% of System Boardings	3.0%	3.0%	3.1%	3.0%

**Table 9.** Average Boardings / Day using State Bus Pass Program

Route	FY17 Q4			
	Apr 2017 20	May 2017 22	Jun 2017 22	Total 64
(Service Days)				
<b>LOCAL FIXED-ROUTE</b>				
2 - Market / Brown	19.6	17.5	16.1	17.7
3 - Portland Road	22.0	20.9	19.8	20.8
4 - State Street	5.1	3.4	3.3	3.9
5,17 - Edgewater / Center (5/5A)	38.5	39.3	35.4	37.7
6,16 - Wallace / Fairview Industrial (6)	13.4	10.9	11.3	11.8
7 - Mission / State	2.5	2.3	1.4	2.0
8 - 12th / Liberty via Red Leaf	15.2	22.1	23.0	20.2
9 - Cherry / Parkmeadow (9/9A)	19.2	14.2	14.8	16.0
11 - Lancaster / Keizer	2.8	2.9	1.6	2.4
12 - Haysville	0.1	0.0	0.0	0.0
13,22 - Silverton Road / Salem Library (13)	8.4	8.4	9.4	8.7
14 - Windsor Island	0.1	0.1	0.1	0.1
15X - Airport Rd Park & Ride Express	82.5	72.5	68.9	74.3
18 - 12th / Liberty via Lone Oak (8A)	14.4	13.2	16.0	14.5
19,21 - N River Rd / S Commercial (1)	51.6	77.4	70.6	67.0
23 - Lansing / Hawthorne	2.6	2.7	3.6	3.0
24 - State / Lancaster (4A)	1.3	1.2	0.7	1.0
<i>Total</i>	298.8	309.0	295.9	301.3
<b>LOCAL ON-DEMAND</b>				
West Salem Connector	0.1	0.0	0.0	0.0
<b>REGIONAL EXPRESS ROUTES</b>				
1X - Wilsonville / Salem Express	74.5	76.0	76.5	75.7
<i>Total</i>	373.4	385.0	372.4	377.0



**Table 10. State Bus Pass Program Share of Boardings and Customer Comments**


	Jun 2016	Jul 2016	Aug 2016	Sept 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	June 2017	Total
(Service Days)	22	20	23	21	21	20	21	21	19	23	20	22	22	275
<b>BOARDINGS USING STATE BUS PASS</b>														
														<i>Total</i>
<b>1X - Wilsonville / Salem Express</b>	1,288	1,344	1,518	1,510	1,567	1,310	1,153	1,370	1,412	1,779	1,489	1,671	1,684	19,095
<b>15X - Airport Rd Park &amp; Ride Express</b>	455	711	1,061	888	993	849	827	1,393	1,535	1,870	1,649	1,594	1,515	15,340
<b>All Other Routes</b>	2,275	3,298	4,258	3,654	3,893	3,794	4,248	4,330	5,205	4,994	2,838	3,265	3,310	49,362
<i>Total</i>	4,018	5,353	6,837	6,052	6,453	5,953	6,228	7,093	8,152	8,643	5,976	6,530	6,509	83,797
<b>BOARDINGS USING STATE BUS PASS / DAY</b>														
														<i>Average</i>
<b>1X - Wilsonville / Salem Express</b>	58.5	67.2	66.0	71.9	74.6	65.5	54.9	65.2	74.3	77.3	74.5	76.0	76.5	69.4
<b>15X - Airport Rd Park &amp; Ride Express</b>	20.7	35.6	46.1	42.3	47.3	42.5	39.4	66.3	80.8	81.3	82.5	72.5	68.9	55.8
<b>All Other Routes</b>	103.4	164.9	185.1	174.0	185.4	189.7	202.3	213.1	242.0	243.1	216.5	236.6	227.0	179.5
<i>Total</i>	182.6	267.7	297.3	288.2	307.3	297.7	296.6	344.6	397.1	401.7	373.4	385.0	372.4	304.7
<b>SHARE OF BOARDINGS USING STATE BUS PASS PROGRAM</b>														
														<i>Average</i>
<b>1X - Wilsonville / Salem Express</b>	32%	25%	22%	25%	24%	22%	19%	19%	17%	21%	25%	26%	26%	23%
<b>15X - Airport Rd Park &amp; Ride Express</b>	11%	13%	16%	15%	15%	14%	13%	20%	19%	22%	28%	24%	23%	18%
<b>All Other Routes</b>	57%	62%	62%	60%	60%	64%	68%	61%	64%	58%	47%	50%	51%	59%
<i>Total</i>	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
<b>COMMENTS</b>														
														<i>Total</i>
<b>Complaints</b>	0	0	0	0	0	0	0	0	0	0	TBD	TBD	TBD	0
<b>Compliments</b>	0	0	0	0	0	0	0	0	0	0	TBD	TBD	TBD	0

**Table 11. Route 15X**

<b>Route</b>	<b>FY17 Q4</b>			
	<i>Apr 2017</i>	<i>May 2017</i>	<i>Jun 2017</i>	<i>Total / Average</i>
(Service Days)	20	22	22	64
<b>Total Boardings</b>	2,704	2,699	2,486	7,889
<b>Average Boardings / Day</b>	135.2	122.7	113.0	123.3
<b>Average Boardings / Hour</b>	6.7	6.1	5.6	6.1

# FY17 Q4 Performance Report

April-June 2017



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## Changes by Service

FY16 to FY17

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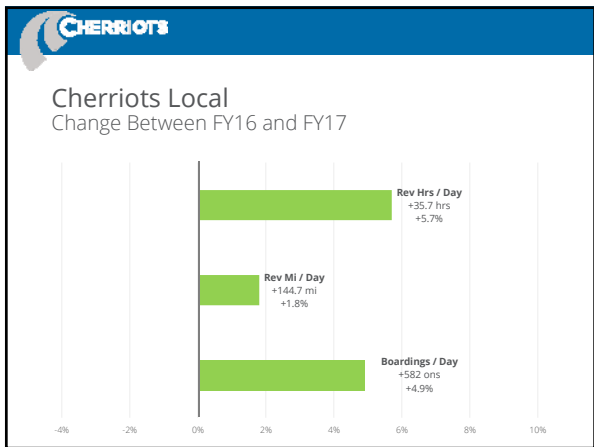
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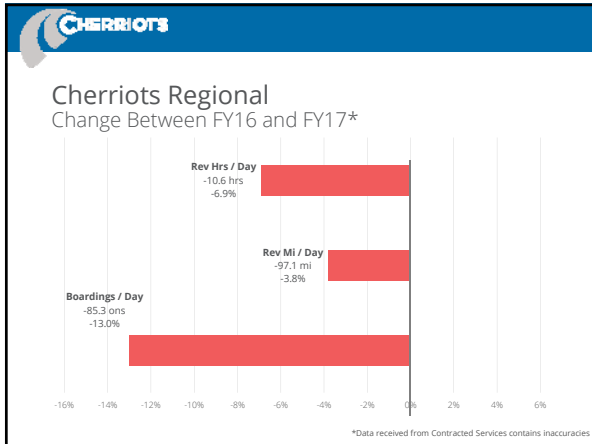
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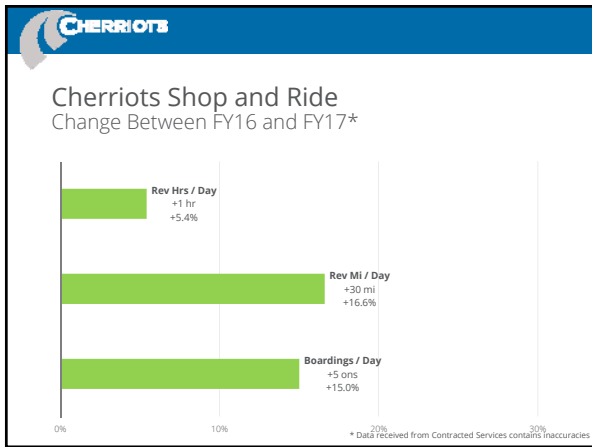
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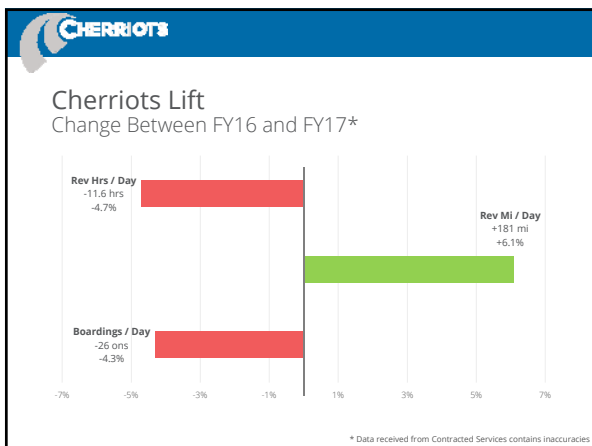
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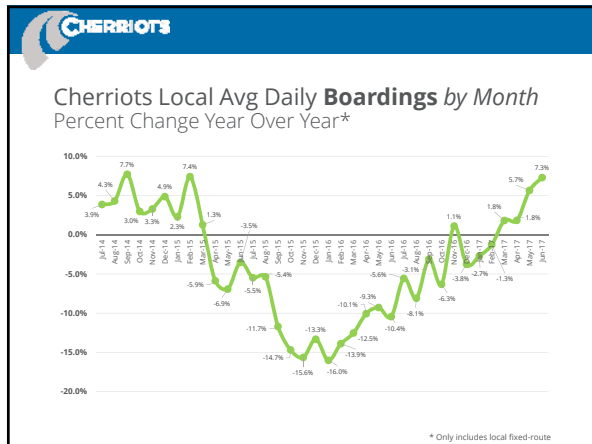
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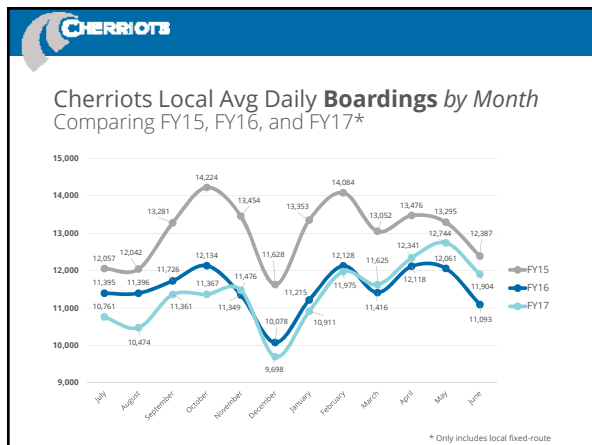
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**Changes by Route**  
FY16 to FY17

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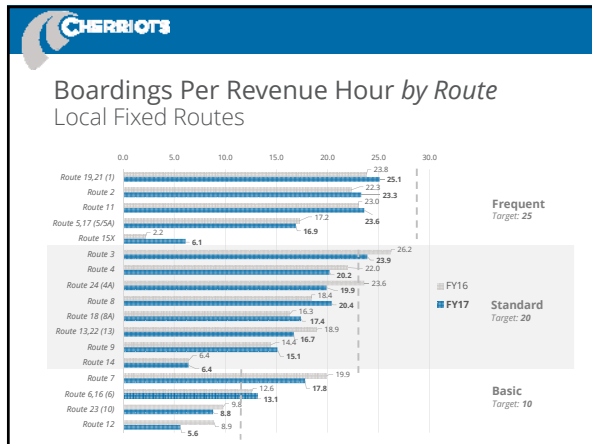
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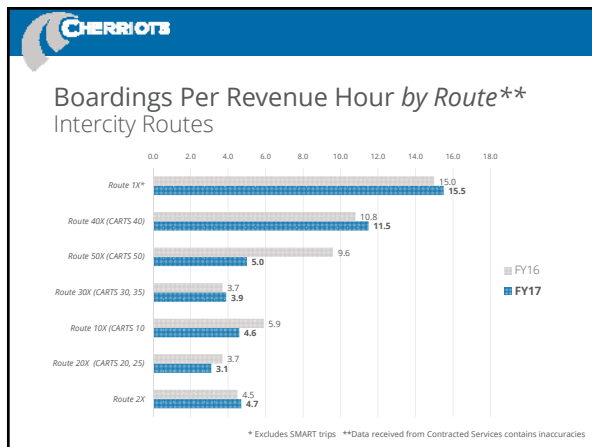
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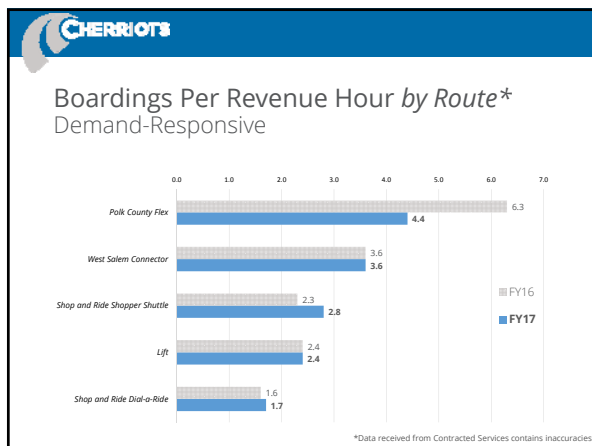
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# State Bus Pass Program and Route 15X

June 2016-June 2017

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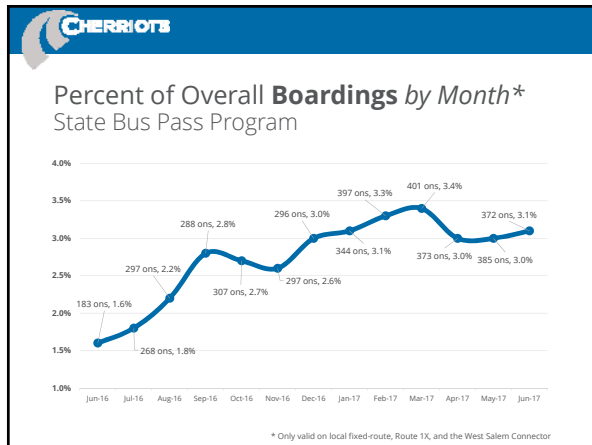
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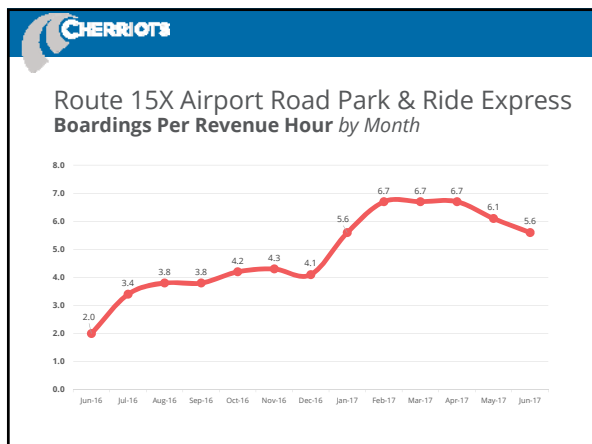
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